

Cannabis in Existing Tenancies

Understanding Tenants and Landlords Rights and Responsibilities

Legislation

Bill 30, a law that was passed by the government in May of 2018 added a new section to the Residential Tenancy Act which covers the topic of cannabis in rental units. This new section is intended to ensure tenants living in a smoke free environment can continue to do so and that landlords can address issues should they arise. **It is important that landlords and tenants understand their rights and responsibilities under this new section.**

The full legislative change can be found in section 21.1 of the Residential Tenancy Act.

Smoking

If a tenancy agreement entered into before the cannabis control date (October 17th, 2018) includes a term that prohibits or limits smoking tobacco and does not include a term that expressly permits smoking cannabis, the tenancy agreement is deemed to include a term that prohibits or limits smoking cannabis in the same manner as smoking tobacco is prohibited or limited. In other words, if your agreement has a no smoking clause regarding tobacco the same rules apply to cannabis. Agreements that do not prohibit the use of tobacco are considered to allow the use of cannabis.

Growing

A tenancy agreement entered into before the cannabis control date (October 17th, 2018) is deemed to include a term that prohibits growing cannabis plants in or on the residential property. **This means that any existing tenancy signed before October 17th, whether it is written in the agreement or not, will not allow the growing, cultivation or harvest of cannabis in the rental unit or on the residential property.**

Consequences

Tenants must follow the rules set in their tenancy agreement and in the Residential Tenancy Act. A breach of a rule or section of the Residential Tenancy Act could result in a Notice to End Tenancy. Tenants are encouraged to communicate any concerns or questions they may have with their landlord.

It is a landlord's responsibility to ensure that tenants and occupants of a rental property are not unreasonably disturbed by the actions of other tenants or occupants. This includes addressing issues in a timely manner should they arise and ensuring spaces intended to be smoke free are kept smoke free. Landlords may have no option but to end the tenancy with tenants that do not adhere to rules offset out in their agreement and/or the Residential Tenancy Act.