

Seminar Handout "Cannabis Let's Talk"

1. Suggested Term: Marijuana Consumption

Prohibition on Tobacco and Marijuana Smoke

In consideration of the Landlord's desire to offer tenants a smoke-free environment, the health hazards associated to second hand smoke, other safety concerns and the nuisance caused by the presence of smoke including lasting odours which permeate walls, floor coverings and other interior finishes, this premises is strictly non-smoking. This prohibition includes the use of both tobacco and marijuana products which have undesirable effects on the property of the landlord and the peaceful enjoyment of other tenants. Breach of this prohibition will be considered a substantial breach of the lease and as a result the landlord will take any and all action, including eviction

2. Suggested Term: Marijuana Production

Prohibition on the Production of Marijuana

In consideration of the nuisance smells, the property damage associated with increased indoor moisture levels, the danger of overburdened electrical systems, and safety concerns related to these things, there is a prohibition on the growth of marijuana in the premises. Further, in consideration of the nuisance smells associated with the production of marijuana derivatives and other deleterious effects caused by such activities, the production of marijuana derivatives is also strictly prohibited. Any breach of these prohibitions will be considered a substantial breach of the lease and as a result the landlord will take any and all action, including eviction.

3. Statute: *Residential Tenancies Act, SA 2004, c R-17.1*

Tenant's covenants

21 The following covenants of the tenant form part of every residential tenancy agreement:

- (a) that the rent will be paid when due;
- (b) that the tenant will not in any significant manner interfere with the rights of either the landlord or other tenants in the premises, the common areas or the property of which they form a part;
- (c) that the tenant will not perform illegal acts or carry on an illegal trade, business or occupation in the premises, the common areas or the property of which they form a part;
- (d) that the tenant will not endanger persons or property in the premises, the common areas or the property of which they form a part;
- (e) that the tenant will not do or permit significant damage to the premises, the common areas or the property of which they form a part;
- (f) that the tenant will maintain the premises and any property rented with it in a reasonably clean condition;
- (g) that the tenant will vacate the premises at the expiration or termination of the tenancy.