

# Alberta Residential Landlord Association

## Let's Talk Cannabis

February 22, 2018

# Intent

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- **Provide general information on how the decriminalization of cannabis will impact landlords, tenants and the rental property.**
- **Common Q&A's**
- **Questions**

# Legislation

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- **At this time, there will be no amendments to Alberta's *Residential Tenancies Act* relating to the usage or growing of cannabis in rental premises**

# Smoking of Cannabis in rental property

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- **A landlord may prohibit the smoking of all substances, including cannabis, in the rental property.**
- **The residential tenancy agreement should be clear on what is/is not allowed in the rental property.**
- **Condominium corporations can also restrict smoking of substances through their bylaws – which will impact renter’s who reside in a condo.**

# Smoking of Cannabis in rental property

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- **Occupants should not smoke cannabis or other substances in prohibited premises.**
- **Non-smoking consumption of cannabis, however, may be permitted, but renters and condo occupants should check applicable rules and bylaws.**

## Q&A's

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**If I have a rental agreement that prohibits smoking in the rental unit, would that apply to cannabis as well as tobacco?**

**Yes it would apply, depending on the wording.**

## Q&A's

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**If I find that a tenant is smoking cannabis in the rental property, and the rental agreement states they cannot, what is my recourse as a landlord?**

- **Speak with the tenants regarding concerns**
- **Follow-up with written confirmation of conversation and clearly referencing where in the rental agreement it prohibits smoking**

## Q&A's

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- **If the situation continues - may constitute a “substantial breach” of the tenancy agreement**
- **Substantial Breach under the RTA includes a breach of one or more tenant covenant's OR a series of breaches of a residential tenancy agreement, the cumulative effect of which is substantial**
- **Eviction Notice – 14 clear days**
- **Residential Tenancy Dispute Resolution Service (RTDRS) or Court**



## Q&A's

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**What if the tenancy agreement does not restrict smoking, and other tenants are complaining, what can I do as a landlord?**

- **Speak with the tenants regarding concerns**
- **Follow-up with written confirmation of conversation**

## Q&A's

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- **As the situation is impacting other tenants it may be a substantial breach**
- **tenant's will not in any significant manner interfere with the rights of either the landlord or other tenants in the premises**
- **Eviction Notice – 14 clear days**
- **Residential Tenancy Dispute Resolution Service (RTDRS) or Court**

## Q&A's

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**I have a fixed term tenancy that is due to expire. Can I add a no-smoking clause to the new agreement when re-signing with the tenant?**

- **A landlord may enter a new rental agreement with a current tenant at the end of a fixed term tenancy. The new rental agreement may have provisions respecting no-smoking.**

## Q&A's

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**I have a monthly/weekly periodic tenancy with my tenant. As landlord can I change the agreement to include a no-smoking clause?**

- **A landlord and tenant are bound by the RTA as well as the terms of the signed rental agreement.**
- **A landlord may offer a new rental agreement to an existing tenant, however, there would be no obligation for the tenant to agree as they are in a current tenancy.**

## Q&A's

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- **Although there is nothing specific in the rental agreement about smoking,**
  - if it impacts other tenants in a significant manner or
  - interferes with the rights of either the landlord or other tenants in the premises
- **Eviction Notice – 14 clear days**
- **Residential Tenancy Dispute Resolution Service (RTDRS) or Court**

# Growing of Cannabis in rental property

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**Under the proposed legislation – an individual will be allowed to grow up to 4 plants in their residence.**

- **A landlord could restrict growing in a new rental agreement or new agreements entered at the end of a fixed term.**
- **Periodic agreements – could approach tenant to mutually add to agreement – no obligation for tenant to agree/sign new lease.**

## Q&A's

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**What if the rental agreement does not address growing of cannabis plants?**

- **if it interferes in a significant manner with the rights of either the landlord or other tenants OR**
- **growing of cannabis plants causes significant damage to the premises OR**
- **the tenant is endangering persons or property in the premises, common areas**

## Q&A's

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- **Eviction process – 14 clear days**
- **RTDRS/Court**



# Medicinal Marijuana:

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- **If the rental building is designated as smoke-free then that would generally apply to any type of smoking.**
- **Tenants who use medical marijuana have other options for usage rather than smoking. Edibles, oils, etc.**
- **The landlord is not prohibiting these tenants from using their medication, just the form in which they are using it.**

# Medicinal Marijuana

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- **Landlords could address these concerns in writing to the tenant, to allow them time to obtain and use medicinal marijuana via other methods**
- **If the smoking continues then the landlord could look at serving an eviction for substantial breach of the tenancy agreement.**
- **Human Rights Commission have indicated they would also suggest the landlord/tenant try to resolve the matter themselves, however it may constitute a human rights violation.**

# Contact Information

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**Consumer Contact Centre**  
**1-877-427-4088 (toll free within Alberta)**  
**Website: [servicealberta.ca](http://servicealberta.ca)**

**Facebook – Consumer Protection Alberta**

**LIKE** Consumer Protection Alberta 

 Alberta Government

**RTDRS – 780-644-3000 [www.rtdrs.alberta.ca](http://www.rtdrs.alberta.ca)**

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# QUESTIONS