Cannabis Transitional Period Granted To Prohibit Smoking Under Leases

September 10, 2018

On October 17, 2018, the possession of cannabis in limited amounts and its consumption will be legalized across Canada. Québec has adopted its own legislation, called the Cannabis Regulation Act, which contains specific provisions related to cannabis use across the province.

As expected, on June 12, 2018, the Government of Québec adopted An Act to constitute the Sociéte québecoise du cannabis, to enact the Cannabis Regulation Act and to amend various highway safety-related provisions (the Law). The Law allows lessors of a dwelling to benefit from a grace period to modify the terms of their existing leases to prohibit the smoking of cannabis in their building. The transitional provisions of the Law is as follows:

“107. A lessor may, until (insert the date that is 90 days after the date of coming into force of section 1 of the Cannabis Regulation Act), modify the conditions of the lease of a dwelling by adding a prohibition against smoking cannabis.

To that end, the lessor must give the lessee a notice of modification describing the prohibition against smoking cannabis applicable to the use of the leased premises.

The lessee may refuse the modification for medical reasons. The lessee must do so by informing the lessor of the refusal within 30 days after receiving the notice of modification. In such a case, the lessor may apply to the Régie du logement, within 30 days after receiving the notice of refusal, for a ruling on the modification of the lease.

In the absence of a refusal, the prohibition is deemed entered in the lease 30 days after the lessee received the notice of modification.”

Given that section 1 of the Cannabis Regulation Act will come into force on October 17, 2018, the 90-day delay mentioned in the above transitional provision will expire on January 15, 2019.

It will be interesting to follow the Régie du logement’s application of this provision

seeing that in the case of Cholette v Cuellar 2018 QCRDL 23044 from July 10, 2018, it refused to add a prohibition against smoking cannabis to an existing lease on the basis that it violated the lessee's: a) right to peaceful enjoyment of the premises; and b) exercise of the rights and freedoms with respect to democratic values protected by the Charter of Human Rights and Freedoms.

In light of the foregoing, all lessors of a dwelling who wish to add such a prohibition to existing leases should proceed within the applicable delay. Failing to do so will require them to wait until their existing lease has expired and to include the prohibition in a new lease with a subsequent tenant. Conversely, owners of commercial properties are not affected by any transitional provision and can create the same restrictions in their rules and regulations which are imposed on smokers.

By

Catherine Guertin

Expertise

Appellate Advocacy, Commercial Real Estate

BLG | Canada's Law Firm

As the largest, truly full-service Canadian law firm, Borden Ladner Gervais LLP (BLG) delivers practical legal advice for domestic and international clients across more practices and industries than any Canadian firm. With over 800 lawyers, intellectual property agents and other professionals, BLG serves the legal needs of businesses and institutions across Canada and beyond – from M&A and capital markets, to disputes, financing, and trademark & patent registration.

blg.com

BLG Offices

Calgary
Centennial Place, East Tower
520 3rd Avenue S.W.
Calgary, AB, Canada
T2P 0R3

T 403.232.9500
F 403.266.1395

Ottawa
World Exchange Plaza
100 Queen Street
Ottawa, ON, Canada
K1P 1J9

T 613.237.5160
F 613.230.8842

Vancouver
1200 Waterfront Centre
200 Burrard Street
Vancouver, BC, Canada
V7X 1T2

T 604.687.5744
F 604.687.1415

Montréal
1000 De La Gauchetière Street West
Suite 900
Montréal, QC, Canada
H3B 5H4

T 514.954.2555
F 514.879.9015

Toronto
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada
M5H 4E3

T 416.367.6000
F 416.367.6749

The information contained herein is of a general nature and is not intended to constitute legal advice, a complete statement of the law, or an opinion on any subject. No one should act upon it or refrain from acting without a thorough examination of the law after the facts of a specific situation are considered. You are urged to consult your legal adviser in cases of specific questions or concerns. BLG does not warrant or

guarantee the accuracy, currency or completeness of this publication. No part of this publication may be reproduced without prior written permission of Borden Ladner Gervais LLP. If this publication was sent to you by BLG and you do not wish to receive further publications from BLG, you may ask to remove your contact information from our mailing lists by emailing unsubscribe@blg.com or manage your subscription preferences at blg.com/MyPreferences. If you feel you have received this message in error please contact communications@blg.com. BLG's privacy policy for publications may be found at blg.com/en/privacy.

© 2026 Borden Ladner Gervais LLP. Borden Ladner Gervais LLP is an Ontario Limited Liability Partnership.