

A Decision-Maker's Guide to Going Smoke-Free in Residential Settings



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Going Smoke-Free

Like most landlords, you view the health of your residents and the condition of your property to be serious business. You want to make sure your property is safe, clean and the kind of place people look forward to coming home to.

Having a smoke-free policy or rules doesn't mean that tenants who smoke can't live there. It just means that your tenants have to abide by the policy while on your property.

Hazards from Smoking on Your Property

Smoking on and in your property creates hazards, some health-related, some not.

- Discarded cigarette butts can be eaten by young children and pets and cause severe distress and injury.⁵
- Each year, hundreds of fires in apartments are started by a lit cigarette. Cigarette burns in carpeting and furniture are difficult, if not impossible, to repair.
- Most cigarette butts, parts of which are made of a synthetic material, will never decompose.⁶
- Discarded cigarette butts frequently end up in storm drains and then end up in streams, rivers, etc.



Benefits of a Smoke-Free Policy to Landlords

Besides your tenants, landlords also reap benefits from going smoke-free.

- Nonsmoking apartments are easier to maintain and to clean. It can be next to impossible to get the smell of smoke out of a room.
- Turnover costs are reduced when smoking is prohibited.
- Some insurance companies give discounts on property casualty insurance for multi-unit owners who have a 100% smoke-free policy.

The point is not to create a divide between smokers and nonsmokers on your properties. You have enough to handle running and managing your property without adding conflict among your tenants. The goal is to create a safe and healthy environment that all people can enjoy.

Writing a Smoke-Free Policy

When you begin to think about implementing a smoke-free policy, it's important to focus on the smoke, not the smoker. That way, it will be easier to stay neutral and not turn the discussion into one about who is smoking and who isn't. It's also critical that you communicate the policy to all tenants whether through tenant meetings, newsletters, memo, and adequate signage. Be sure to share with them why you're implementing a smoke-free policy, that is, to protect tenants, visitors, and staff from the serious health hazards of secondhand smoke.

What to Include in a Smoke-free Policy

- Places where smoking is and is not allowed
- Who the policy applies to (tenants, guests, staff, service people)
- The effective date of the policy
- The definition of smoking (does it include cigars, pipes?)
- If you decide to have a designated smoking area, identify clearly where it is on your property

Other things to consider:

Will you prohibit smoking on the entire property, a certain number of feet from entrances, or only in the building? Will smoking be allowed on patios and balconies?

Whether your property is an existing building or a new one, give plenty of notice before making your policy effective. By giving tenants plenty of extra time to get ready, you may see better compliance.

When you post notices, use the wording that will be found in your lease or covenant. If it's an existing building, be sure to follow the rules of your lease before enacting new policies. Residents with fixed-term leases are exempt from a smoke-free policy because once a lease is signed by both parties, it can't be modified without the consent of both.

Several statewide surveys show that as many as 78% of tenants, including smokers, would choose to live in a smoke-free complex.⁷

Download free sample policies and letters to tenants that are provided in this guide.

Secondhand Smoke Facts

Since most people spend about 90% of the time indoors, exposure to secondhand smoke is a serious problem for anyone, but especially for individuals who cannot remove themselves from the environment. Secondhand smoke contains 40 different cancer causing chemicals (carcinogens). The Environmental Protection Agency (EPA) has classified it as a Group A carcinogen. There are serious health issues to consider if your residence permits smoking inside.

- Secondhand smoke is responsible for approximately 3,000 lung cancer deaths every year in U.S. nonsmokers.¹
- Chemicals in secondhand smoke poison the heart muscle and damage blood vessels. There are about 15 times *more deaths from heart disease* caused by passive (secondhand) smoking – 35,000-62,000 deaths annually in the US – *as there are from lung cancer.*²

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Findings from the National Cancer Institute show that secondhand smoke is responsible for the early deaths of up to 65,000 Americans each year. The Environmental Protection Agency (EPA) classifies secondhand smoke as a Group A carcinogen. There is no safe level of human exposure to Group A carcinogens.
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- Severe breathing problems from secondhand smoke inhalation can happen to children and teens and people with asthma or other respiratory conditions.
- Secondhand smoke is a known cause of sudden infant death syndrome (SIDS).³
- Children living around secondhand smoke are more likely to have lung problems, ear infections, and severe asthma.³

You might be thinking, “But what’s the problem if I only allow people to smoke inside their own apartment or condo?” The fact is, secondhand smoke has an annoying ability to travel through ducts, vents, under doors and through open windows into the apartments of nonsmokers. It would be difficult, and very costly, to create a substantial barrier or venting system to prevent smoke from leaving one area and going to another.

Thirdhand Smoke Facts

Recent studies show that tobacco smoke residue clinging to carpets and draperies, upholstered furniture and other surfaces can react with common chemicals in indoor air to form cancer-causing substances.⁴ Infants and young children are far more at risk of higher exposures to these substances than are adults.⁴

Help Your Tenants Quit Smoking

Your no-smoking policy might help your smoking tenants move closer to quitting, which benefits everyone. Here are some free resources to help them quit – in their own community and online:

[1-800-Quit-Now](tel:1800quitnow) - Telephone coaching service with personalized quitting plans.*

www.idaho.quitnet.com - An online community of ex-tobacco users and people trying to quit. Lots of resources and support.*

Call [2-1-1 Careline](tel:211) for a list of free local quitting classes.

*Registrants can get free nicotine gum, patches or lozenges, too.



Free From Project Filter

Project Filter will send you these metal signs and window clings that you can place on your property. Email or call us and let us know how many you want and where to send them.



Project Filter

www.projectfilter.org
calomenj@dhw.idaho.gov
208.334.0631

References

1. I Mind Very Much If You Smoke. National Institutes of Health Publication No. 83-3544. June 1993.
2. About second hand smoke. World Health Organization. Available at: www.who.int/tobacco/research/secondhand_smoke/about/en. Accessed June 23, 2010.
3. Secondhand Smoke: What it Means to You. The Health Consequences of Involuntary Exposure to Tobacco Smoke. Department of Health and Human Services. Centers for Disease Control. 2006.
4. PEDIATRICS Vol. 123 No. 1 January 2009, pp. e74-e79 (doi:10.1542/peds.2008-2184), accessed 6/10/2010.
5. American Association of Poison Control Centers Annual Report of the Toxic Exposure Surveillance System (2004). Available at www.cdc.gov/mmwr/preview/mmwrhtml/00046181.htm.
6. Information from Phillip Morris regarding content of filters.
7. Surveys conducted by Maine, Oregon and Washington, 2003-2006.

Resources for You: Sample Policies, Model Lease, and Letters to Tenants



Model Smoke-Free Lease Addendum and Lease Provisions

Below we have provided both a **Model Smoke-Free Lease Addendum** which can be considered for addition to existing leases, and **Model Lease Provisions** which can be considered for inclusion in new or existing leases or in condominium Conditions, Covenants and Restrictions. Before utilizing this model language, landlords and/or condominium owners should consult with their own legal counsel.

Model Smoke-Free Lease Addendum

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). This Addendum states the following additional terms, conditions, and rules which are hereby incorporated into the lease.

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

1. Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known health risks from secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking.
2. Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
3. Smoke-Free Complex. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
4. Tenant to Promote No-Smoking Policy and to alert Landlord of Violations. Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.

5. Landlord to Promote No-Smoking Policy. Landlord shall post no-smoking and/or smoke free signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.
6. Landlord not a guarantor of smoke-free environment. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking *unless* Landlord is put on notice of the presence of cigarette smoke, via agent, personal knowledge, and/or written notice by a Tenant.
7. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant's smoke-free addendum agreements with Landlord, meaning that Tenant's commitments in this Addendum are made to the other Tenants as well as to the Landlord. A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.
8. Effect of Breach and Right to Terminate Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum by the Tenant shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord. Landlord acknowledges that in declaring this building(s) (or portion of the building) to be smoke-free, the failure to respond by Landlord to a complaint filed by the tenant shall be treated as equivalent to a request for maintenance. Michigan law governing repair and deduct, the implied warranty of habitability, and the covenant of quiet enjoyment shall be understood to include the right to be smoke-free contingent upon cooperation of both Tenant and Landlord. These provisions shall also be construed to result in a constructive eviction if Landlord fails to timely respond to Tenant's complaints regarding smoke with the respective remedy reserved to the Tenant in such instance.

9. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

10. *(Optional Paragraph for existing rental communities that adopt "no-smoking policies"):* Effect on Current Tenants. Tenant acknowledges that current tenants residing in the complex under a prior lease will not be immediately subject to the No-smoking Policy. As current tenants move out, or enter into new leases, the smoke-free policy will become effective for their unit or new lease.

Landlord

Tenant

Model Lease Provisions

The following language can be used to implement a smoke-free policy in a multiunit dwelling. In apartment complexes, the provisions can be added to the lease. This is most easily done gradually, as new individuals apply to become tenants. For condominiums, the language can be added to the Conditions, Covenants, and Restrictions (CC&Rs) and implemented immediately or at a specified future date.

Include in the "Definitions" section of the lease or CC&Rs:

SMOKING: The term "Smoking" means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, or other tobacco product in any manner or in any form.

Include in the restrictions section of the lease or CC&Rs:

SMOKING: Due to the increased risk of fire and the known adverse health effects of secondhand smoke, smoking is prohibited in any area of the property, both private and common, whether enclosed or outdoors. This policy applies to all owners, tenants, guests, employees, and servicepersons.

Dear

In an effort to improve the quality of air and safety of our residents who reside at properties owned/managed by (Housing Name), we have decided that all such properties shall be smoke free. Accordingly, smoking shall not be permitted anywhere within (Housing Name) buildings or on property grounds owned by (Housing Name) effective (Date).

By making our communities smoke free, we not only eliminate additional maintenance costs and potential fire hazards, but also eliminate health hazards caused by the harmful effects of second hand cigarette smoke within our properties.

For all current residents residing in (Housing Name) properties, the effective start date for this policy is (Date). This policy also applies to any guest of residents, contracted workers, and staff of (Housing Name) and will be strictly enforced.

Any resident observed smoking either in a building or on the grounds of a (Housing Name) property will be issued a Lease Violation. If a guest of a resident is observed engaging in this same activity, the resident who invited the guest onto the property will be issued a Lease Violation. If the violation is not dealt with, that resident will be placed on six (6) month probation. Should the violation not be cured within the specified time frame noted in the Lease Violation and/or the resident violates the policy during the six (6) month probation, the resident will lose subsidy privileges, be required to vacate the premises immediately or be evicted.

Please note that all costs associated with an eviction shall be the responsibility of the resident. Again, as with all other community rules, this policy applies to all household members and household member's guests/visitors.

For those of you who smoke, we are trying to make this transition as uncomplicated as possible, by offering you a transition period wherein you will still be able to smoke in your unit until (Date). Again, we understand this may be an inconvenience and appreciate your cooperation and understanding in helping us make your community safer and free of harmful second hand cigarette smoke.

Sincerely,

Model Smoke-Free Policy for Public Housing Authorities in Idaho

To ensure the quality of air and the safety of residents in _____, the _____ public housing authority has declared that _____ located at _____ is a smoke-free building.

Smoking is not permitted in any area of the building including apartments. Smoking is only permitted in specifically designated areas, if any, outside of the building.

Adopted: (date)

Signature

1. Smoking is not permitted anywhere in the building, including apartments, in accordance with the following guideline. Effective on [date of adoption], all current residents, all employees, all guests, and all new residents of [building name] after this date will be prohibited from smoking anywhere in the building, including in apartment units. [Any current resident as of [date of adoption of policy] who smokes must sign and date two (2) copies of the temporary smoking exemption form allowing them to smoke in their apartment. One copy should be returned to the Housing Authority office for placement in resident's file. This exemption will continue only until the date of the resident's lease renewal, at which time the smoke-free policy will also apply to the resident.]
2. [This section applies if exemption policy is provided.] Any resident with an approved exemption must not smoke in any unit other than their own. Any resident with an approved exemption must not allow anyone not on their lease to smoke in their unit at any time; this includes guests and other residents.
3. Any deviation from the smoke-free policy by any tenant, a member of their household, or their guest will be considered a lease violation. Three (3) violations will result in eviction.
4. "No Smoking" signs will be posted outside and inside the building.
5. Smoking outside the building is limited to the following area(s), if any: [describe location].
6. If a resident smells tobacco smoke in any place in the building, they are to report this to the office as soon as possible. Management will seek the source of the smoke and take appropriate action.
7. [This section applies if exemption policy is provided.] For the health and safety of the [name] Housing Authority employees and their representatives, no resident shall have any type of tobacco or related product burning at such time as any employee or representative of the [name] Housing Authority enters and remains in your apartment unit. If any resident refuses to put out the burning tobacco or related product prior to the employee or representative entering the apartment, or if the resident lights a tobacco or related product while an employee or representative remains in the apartment, the employee or representative shall vacate your apartment immediately and shall not return until such time as there is no longer any tobacco or related product burning. This may result in a delay of services in your apartment.

8. New residents will be given two (2) copies of the smoke-free policy. After review, the tenant will sign both copies and return one to the [name] Housing Authority's office. The copy will be in the resident's file.

9. Upon adoption of this policy, all residents presently living in [name of building] will be given two copies of the policy. After review, the resident will sign both copies and return one to the [name] Housing Authority's office for placement in the resident's file.

RESIDENT CERTIFICATION

I have read and understand the above smoke-free policy and I agree to comply fully with the provisions of the policy. I understand that failure to comply may constitute reason for termination of my lease.

Resident Signature:

Apartment Number:

Date:

Sample Tobacco-Free Property Policy

Purpose

This policy has been established to protect and promote the health and well being of employees and visitors. Tobacco use is the single largest cause of preventable, premature death in the U.S. More than 70% of tobacco users want to quit, and worksite policies like this are one of the most effective ways to help them accomplish their goal. These policies also reduce the death and disease caused by tobacco use such as heart attacks, lung cancer, oral cancer and other serious and costly illnesses. [organization name] has an obligation to its employees and the public to take action known to protect peoples' health. The use of tobacco products by employees or visitors compromises the mission of [organization name] providing a safe and healthy place to conduct business. The policy set forth below is effective [date] for [organization name and location].

Tobacco-Free Areas

All areas of the workplace and property are now tobacco-free, without exception. This includes the building and grounds, parking lots, and [organization name] – owned vehicles at all times, and any vehicles on the property.

Sign Requirements

Signs stating the policy will be clearly posted on the perimeter of the property, at all entrances, and other prominent places. No ashtrays or other collection receptacles for tobacco trash will be placed on the property.

Compliance

Enforcement of this policy is the shared responsibility of all [organization name and location] personnel. All employees are authorized and encouraged to communicate this policy with courtesy, respect, and diplomacy, especially with regard to visitors. If difficulties arise with compliance of this policy, notify security.

Incidents of smoking and/or tobacco use by employees are to be documented for supervisor follow-up, as well as evaluated for trends and patterns of noncompliance.

Tobacco Cessation Opportunities

[Company name] encourages all employees who use tobacco to quit. The [insert the company department or worksite wellness program] offers [insert cessation benefits/assistance] for employees who want to quit smoking or chewing tobacco. Tobacco cessation information is also available from the Idaho QuitLine's toll-free number 1-800-Quit Now (208-784-8669), at www.idaho.quitnet.com, or at the Idaho Tobacco Control Program's website at: <http://www.projectfilter.org>.

Questions

Any questions regarding the tobacco-free policy should be directed to [company department/union representative, including phone number(s) for handling inquiries].

Property Name (or use own Letterhead)

DATE

Dear Resident of (Housing Authority Here);

As you may recall, we conducted a smoking survey to get your opinion on smoking in your units. The results showed that the vast majority of you don't smoke and would prefer to live in a unit that is smoke-free.

The Board of Commissioners reviewed your comments and after lengthy discussion decided to make (CITY) Housing Authority smoke-free. The **Resolution** that passed this policy is on display at our office. A copy of the policy is included with this letter and also posted at our office.

After you have read the policy, please sign the attached Resident Certification and return it before (Insert Date Here) to be in compliance with this policy.

For those of you who smoke, there will be a transition period during which you will still be able to smoke in your unit. This temporary exemption **applies to only you, and not your guests**. If you leave (Name) Housing for another apartment complex, this exemption **does not** follow you to your new address. The transition period begins on (DATE) and will only be extended to (DATE). You must come into our offices before (DATE) and talk to us about receiving this exemption. If you don't talk to us, you will not be exempted and you will have to cease smoking immediately.

The (NAME) Housing Authority is teaming up with (NAME) District Health to provide you with smoking cessation classes to assist you in quitting smoking. Let me know if you are interested and we will set up a class for you at NO CHARGE.

Those of you who continue to smoke during the transition period must follow the policy about smoking (xx feet) from door openings. Please keep your area free of cigarette butts and other smoking debris. I will continue to conduct weekly site inspections and if I see trouble areas, I will act accordingly. Be aware that I take this matter seriously and will enforce the policy. I ask for your help in keeping our units clean.

If you have any further questions, please contact me at your earliest convenience.

Sincerely,

(Name here)
Executive Director

Attachments: Smoke-free Policy
Resident Certification
Exemption Form