



## Model Smoke-Free Housing Policy

### Purpose.

Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, the [Property Owner] hereby declares that a smoke-free housing policy (the “Policy”) shall be enforced at [Property/ies].

### Definitions.

**Smoking:** means the act of burning, heating, activation or carrying of any device, including, but not limited to a cigarette, cigar, pipe, hookah, or electronic smoking device, electronic cigarette, vape pen, e-hookah or similar device, by any other product name or descriptor, that results in the release of smoke, vapors, fumes or aerosols when the apparent or usual purpose of the burning, heating or activation of the device is human inhalation.

**Electronic Smoking Device:** means any device that when activated emits a vapor, aerosol, fume or smoke or can be used to deliver nicotine or any other substance to the person inhaling from the device, including, but not limited to e-cigarettes, e-cigars, e-pipes, vape pens, e-hookahs, inhalant delivery systems or any other similar product by any other name or descriptor. An electronic smoking device includes any component, part or accessory of such device whether sold separately, regardless of nicotine content or any other substance intended to be vaporized or aerosolized for human inhalation during the use of the device.

**Smoke:** means the emissions or release of gases, particles, vapors or aerosols into the air from burning, heating or activation of any device, including, but not limited to a cigarette, electronic smoking device, e-cigarette, vape pens, e-hookahs or any other product by any name or descriptor when the apparent or usual purpose of burning, heating or activation of the device is human tasting and inhalation.

**Resident:** The term “resident” means any tenant, occupant, household member, and/or family member who reside at [Property/ies].

### Rules and Regulations.

All residents, employees, contractors, business visitors, invitees, and guest must abide by the following rules and regulations:

- 1. Prohibition of Smoking Inside the Buildings.** Smoking shall not be permitted anywhere inside individual apartment units, or in any buildings at the [Name of Property/ies] including all common areas (such as entryways, hallways, restrooms, elevators, stairways, and laundry rooms). Smoking shall be prohibited within 25 feet of all buildings and individual apartment units, entryways, windows and door openings.
- 2. Prohibition of Smoking in Most Areas Outside the Buildings.** Smoking outside the building(s) shall be limited to specific area(s) as identified with signs located at the respective property. Smoking shall not be permitted within 25 feet of any other outside areas of the [Name of Property/ies], including individual decks, patios or porches, balconies, yards, common areas or adjoining grounds of buildings, entryways, playground areas, and parking lots.
- 3. Proper Disposal of Smoking Materials.** Smoking related products must be properly extinguished and disposed of in a safe manner. Residents, for example, may not throw cigarette butts on the ground.

**4. Compliance by Resident's Guests.** Resident is responsible for informing guests, invitees and business visitors of this Policy and for ensuring resident's guests', invitees' and business visitors' compliance with this Policy.

**5. Lease Violation.** A violation of this Policy will be considered a lease violation. Repeated violations of this Policy may result in termination of tenancy and possible financial costs to remediate damage created by smoke odor or residue in resident's apartment unit.

**6. Complaints.** If resident witnesses someone smoking or smells smoke from a tobacco, marijuana, or other plant product in any place within the interior of any building or if resident witnesses someone smoking somewhere other than the designated smoking area in violation of this Policy, resident is encouraged to report the violation to the property manager as soon as possible. [Property Owner] prefers all complaints be reported in writing.

**7. Investigations.** Property managers receiving a complaint will seek the specific source of the reported smoke and will take appropriate enforcement action as soon as possible. Property managers are not required to take steps in response to smoking complaints unless property managers have personal knowledge of said smoking or have been given notice of said smoking.

**8. Communication of Policy.** This Policy shall be communicated by the property manager to all current residents and employees of the property at least sixty (60) days prior to its effective date and at the time of employment for all new employees, and prior to the signing of a lease by any new resident. a) New residents shall be given two (2) copies of this Policy. After review, the resident must sign one copy and return the executed copy to the property manager prior to moving in. The signed copy shall be placed in the resident's file. b) Upon adoption of the Policy, all current residents that are not exempt from the Policy shall be given two copies of the Policy. After review, resident must sign one copy and return the executed copy to the property manager within ten (10) days. The signed copy shall be placed in the resident's file.

**9. Phase In of Policy.**

a. Effective [date TBD] (the "Effective Date"), all [Property Owner's] residents and their guests will be prohibited from smoking anywhere in any of the buildings located on the Property/[ies], including individual apartment units. b) All RESIDENTS will be required to comply with this Policy, regardless of their move-in date on [date].

**10. Disclaimer.** Resident acknowledges that [Property Owner's] adoption of this Policy and its efforts to designate any of the Properties as smoke-free do not in any way change the standard of care that the property manager would have to a resident to render buildings designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. [Property Owner] specifically disclaims any implied or express warranties that any building, common area, or resident's individual apartment unit will have any higher or improved air quality standards than any other rental property.

a. [Property Owner] cannot and does not warrant or promise that any building or individual residential unit located at any of the Properties will be free from secondhand smoke.

**11. Effective date.** The effective date of this Policy shall be \_\_\_\_\_.  
Resident Certification.

I have read and understand this Policy, and I agree to abide by its provisions.

I understand that failure to comply with this Policy may constitute a lease violation and that repeated lease violations may be cause for termination of my tenancy.

I acknowledge that [Property Owner's] adoption of this Policy does not make [Property Owner] or any of its managing agents the guarantor of my health or of the smoke-free condition of any of the properties. I further acknowledge that property manager's ability to monitor, or enforce the

agreement of this Policy is dependent in significant part on voluntary compliance by residents of the Properties.

Resident signature: \_\_\_\_\_

Apartment number: \_\_\_\_\_ Date: \_\_\_\_\_

Adopted: Date TBD

*This sample policy should not be construed as legal advice.  
An attorney should be consulted when adopting a smoke-free policy.*

### **Sample Smoke-Free Provisions For Leases or House Rules**

#### **Smoking Prohibition:**

The [[Residence] or, [Property]] [is, [in its entirety, a smoke-free dwelling] or [list where smoking is prohibited]]. Resident, all household members and guests, and all other persons under Resident's control, shall not smoke or permit smoking anywhere inside the Residence [or, on the Premises]. The term smoking is defined as the act of burning, heating, activation or carrying of any device, including, but not limited to a cigarette, cigar, pipe, hookah, or electronic smoking device, electronic cigarette, vape pen, e-hookah or similar device, by any other product name or descriptor, that results in the release of smoke, vapors, fumes or aerosols when the apparent or usual purpose of the burning, heating or activation of the device is human inhalation.

Resident acknowledges that he or she is responsible for all damages caused by or related to the violation of this smoke-free provision, including, but not limited to costs associated with deodorizing, sealing, and painting the walls, ceiling repair, and replacement of the carpet and pads.

#### **Marijuana Prohibition For Public Housing:**

No Resident, nor any of Resident's household members, guests, nor any other person under Resident's control, shall engage in or facilitate any drug-related criminal activity on or near the Property. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance as defined in Section 10 of the United States Controlled Substances Act (21 U.S.C. § 802). Marijuana is a regulated and prohibited substance under federal law. The use, cultivation, possession, distribution and sale of marijuana on the Property are prohibited. Any behavior of the type described in this [list paragraph no.] will be cause for termination of this Lease.

#### **Smoke-Free Policy Compliance Process: A Graduated Approach**

This document outlines a structured, equitable process for addressing smoke-free policy violations, prioritizing resident support and compliance while protecting the health of all residents. Given the challenges residents may face in finding stable housing, multiple opportunities for compliance should be provided before resorting to eviction.

#### **Initial Engagement and Support Phase**

1. **Direct Meeting:** A face-to-face meeting with the resident is the first step. This meeting aims to foster a positive dialogue, explain the smoke-free policy, and offer support and resources for smoking cessation.
  - o **Action:** Conduct a private meeting with the resident.

- **Documentation:** Record the date, time, attendees, key discussion points (including the resident's response), and any resources provided.
- **Follow-Up:** Send a letter within [Number] days summarizing the conversation and reiterating the policy and available resources (e.g., quit lines, cessation programs, nicotine replacement therapy).

### Formal Notification and Collaborative Planning Phase

2. **First Written Notice of Violation:** If the issue persists, send a formal written notice detailing the violation, referencing the smoke-free policy, and requesting a meeting to discuss a plan for compliance.
  - **Action:** Send a certified letter or hand-deliver the notice.
3. **Compliance Meeting:** Conduct a meeting with the resident to develop a mutually agreeable plan to prevent future violations. This may involve exploring alternative nicotine options or connecting the resident with cessation resources.
  - **Documentation:** Record the date, time, attendees, the agreed-upon plan, and any support offered.

### Escalation and Final Warning Phase

4. **Second Written Notice of Violation and Required Meeting:** If the problem continues, send a second written notice and schedule another meeting. This meeting will reiterate the policy, review the resident's plan, and emphasize the potential consequences of continued non-compliance. Offer mediation services.
  - **Action:** Send a certified letter or hand-deliver the notice.
5. **Final Compliance Meeting and Warning:** This meeting serves as a final opportunity to address the issue before initiating termination proceedings. Offer mediation services and reiterate cessation resources and alternative nicotine options. Issue a formal written "Final Warning" letter outlining the potential for eviction if violations continue.
  - **Action:** Conduct the meeting and issue the warning letter.
  - **Documentation:** Meticulously document the meeting, including any offers of assistance and the resident's response.

### Termination Process (If Necessary)

6. **Considerations Before Eviction:** Prior to initiating eviction, carefully consider the following factors:
  - Resident's demonstrated willingness to comply.
  - Impact of the resident's smoking on the health and safety of other residents.
  - Any documented attempts at mediation or alternative dispute resolution.
  - Other relevant factors, including potential Fair Housing Act implications (e.g., disability-related accommodations).
7. **Legal Consultation:** *Before proceeding with any legal action, consult with an attorney specializing in Colorado landlord-tenant law.* This is crucial to ensure compliance with all applicable laws and regulations.
8. **Colorado-Specific Legal Requirements:** Follow all required legal steps, including serving a Demand for Compliance, Notice to Quit, and Notice to Terminate Tenancy for Repeated Violation, *exactly as prescribed by Colorado law.* Your attorney will provide guidance on these procedures.

*This Sample and the information included herein are intended to provide general guidance only. They should not be relied upon as a substitute or replacement for legal counsel or advice. You should not act nor rely on this information without first seeking the advice of an attorney.*

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Information about GASP and secondhand smoke | [gaspforair.org](http://gaspforair.org)  
Smoke-free housing listings and resources | [mysmokefreehousing.org](http://mysmokefreehousing.org)  
Information on secondhand marijuana smoke | [smokeissmoke.com](http://smokeissmoke.com)