

SAMPLE SMOKE-FREE HOUSING POLICY
[Property Owner's] Smoke-Free Housing Policy for [Property/ies]

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.

Suggested Compliance Steps

We recommend that a resident be given multiple opportunities to comply with the smoke-free policy given the importance of and difficulty in finding stable housing for many residents.

1. Start with a direct (face to face) meeting with the resident who is not complying with the policy. This is an opportunity to have a friendly talk about the policy and to provide information about cessation resources. Document your actions and the residents' response in writing and place in the resident's file. Follow-up the visit with a letter memorializing the conversation and the outcome.
2. If the problem repeats, send a First Written Violation requiring the resident to meet with management to discuss plans to avoid future violations.
3. With a third known violation, serve a formal Demand for Compliance, in which the resident is given 10 days to come into compliance with the policy. You must attempt to personally serve this notice on two consecutive days, and this service is another opportunity to visit with the resident and share resources.
4. If the problem persists, serve a Notice to Terminate Tenancy for Repeated Violation, and in conjunction with this Notice, offer mediation.
5. If the problem does not resolve at mediation, the eviction process may be necessary.

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.



303-444-9799 | e-mail: info@gaspc.org
4710 Table Mesa Drive, Suite A, Boulder, CO 80305-4504
www.gaspforair.org

mysmokefreehousing.org
Smoke-free housing listings and resources
smokeissmoke.com
Information on secondhand marijuana smoke

The Colorado Group to Alleviate Smoking Pollution (GASP) is a dedicated 501(c)(3) statewide nonprofit organization established in 1977. Our mission is clear: to safeguard public health by eradicating exposure to secondhand smoke in various settings such as workplaces, public areas, and multiunit housing. At GASP, we firmly believe that no individual should be subjected to inhaling secondhand smoke, be it from tobacco, marijuana, or electronic smoking devices. Support GASP's efforts to create a healthier, smoke-free environment for all with your [tax-deductible contribution!](#)