



## Sample Smoke-Free Housing Policy - Gold Standard

**Purpose of No-Smoking Policy:** The parties desire to mitigate (i) the known health effects and irritation of secondhand smoke; (ii) the increased maintenance, cleaning, and renovating costs from smoking; (iii) the increased risk of fire from smoking materials; and (iv) the high cost of fire insurance for properties where smoking is permitted.

**Therefore,** the [name of property management company/owner] has this smoke-free policy for [name of property] located at [street address, city, state, and zip code].

### Definitions:

1. "Smoking" means the gases, particles, or vapors released into the air as a result of heating, combustion, electrical ignition or vaporization, when the apparent or usual purpose of the heating, combustion, electrical ignition or vaporization is human inhalation of the byproducts, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term "smoke" includes, but is not limited to, tobacco smoke, marijuana smoke, and electronic smoking devices. Electronic smoking devices include, but are not limited to, electronic cigarettes, electronic hookahs, and other similar devices. "Electronic Cigarette" does not include any product specifically approved by the U.S. Food and Drug Administration for sale as a tobacco cessation product that is being marketed and sold solely for the approved purpose.
2. "Electronic cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as he or she simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.
3. "Outside areas" means any area on the property that does not meet the current state definition of an "enclosed area" as defined in the Smoke-Free Arizona Act A.R.S. § 36-601.01 (A)(3), including, but not limited to, stairways, patios, balconies, parking lots, both private and work vehicles on the property, and the swimming pool area (s).

### Smoke-Free Policy:

1. Effective on [date], [name of property] is a smoke-free property. This means smoking is prohibited in any indoor or outside area on the property.
2. This policy applies to all current and new residents, all employees, and all guests at all times.
3. Failure of any resident or guest of a resident to follow the smoke-free policy will be considered a lease violation and treated as such under the original terms of the lease. Repeated lease violations may result in termination of the resident's lease.

A resident household will be determined to be in violation of the smoke-free policy if:

- A member of [name of property] staff witnesses a tenant, tenant's guest, family member, service provider, or other person smoking inside an apartment unit.
- A member of [name of property] staff witnesses a lighted smoking product in an ashtray or other receptacle inside an apartment unit.

- Damages to the interior of [name of property]-owned property are the result of burns caused by smoking products, including burns to resident owned property.
- There is evidence of smoking in a unit, such as cigarette or other smoking product smells, smoke clogged filters, and smoke film including smoke damage to walls.
- There are repeated reports to [name of property] staff of violations of this smoke-free policy by third parties.
- Plumbing is clogged caused by a smoking product or products.
- There is evidence of ashes on any surface in an apartment unit.

[Name of property] staff will enforce the smoke-free policy according to the following procedures, except when a violation causes a fire at [name of property]. In this case, the resident will be evicted in conformance with the [insert name of appropriate policy, if applicable].

[Name of property] staff will follow a progressive course of lease enforcement actions in implementing the smoke-free policy.

**1st offense:** Staff will send the resident a written reminder of the smoke-free policy, including a copy of the smoke-free [lease addendum or house rules], *[optional: and inform the resident of the smoking cessation resources available.]*

**2nd offense:** Staff will send the resident a second written reminder of the smoke-free policy, including a second copy of the smoke-free [lease addendum or house rules].

**3rd offense:** Staff will send the resident a written notice of a mandatory conference to discuss the smoke-free policy and repeated violations. Property management *[optional: and resident services]* staff will be present to assist the resident in developing strategies to help with complying with the policy. If the resident fails to attend the conference, he/she will receive a lease violation notice in conformance with existing [name of property] policy.

**4th offense:** The resident will be issued a written remedial lease violation.

**5th offense:** The resident will be issued another written lease violation.

**6th offense:** A written eviction notice to terminate the lease will be issued.

4. "No Smoking" signs will be posted inside and outside the building(s).
5. If a resident smells tobacco smoke in any place in the building(s), he or she shall report this to the property manager as soon as possible.
6. Resident acknowledges the adoption of a smoke-free living environment and the efforts to designate the property as smoke-free do not make the Property Manager/Owner or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's unit and the common areas. However, the Property Manager/Owner shall take reasonable steps to enforce the smoke-free terms of the Lease. Property Manager/Owner is not required to take steps in response to violations unless Property Manager/Owner knows of said violations or has been given written notice of said violations.
7. Resident agrees that the other Residents at the property are the third-party beneficiaries of Resident's smoke-free addendum agreements with Property Manager/Owner. *(In other*

words, this means that Resident's commitments in this Addendum are made to the other Residents as well as to Property Manager/Owner.) A Resident may sue another Resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another Resident. Any suit between Residents herein shall not create a presumption that the Property Manager/Owner breached this Addendum.

8. 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 shall be a material breach of the lease and grounds for immediate termination of the Lease by the Property Manager/Owner.
9. Resident acknowledges that Property Manager/Owner's adoption of a smoke-free living environment and the efforts to designate the property as smoke-free do not in any way change the standard of care that the Property Manager/Owner or managing agent would have to a Resident 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 property. Property Manager/Owner specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other property. Property Manager/Owner cannot and does not warranty or promise that the premises or common areas will be free from secondhand smoke. Resident acknowledges that Property Manager/Owner's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Property Manager/Owner does not assume any higher duty of care to enforce this Addendum than any other Property Manager/Owner obligation under the Lease.
10. Resident acknowledges that current Residents residing in the property under a prior lease will not be immediately subject to the No-smoking Policy. As current Residents move out, or enter into new leases, the smoke-free policy will become effective for their unit or new lease.

**The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.**

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Resident \_\_\_\_\_ Date \_\_\_\_\_

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Resident \_\_\_\_\_ Date \_\_\_\_\_

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Owner/Agent \_\_\_\_\_ Date \_\_\_\_\_