Sample documents

**[SAMPLE] SMOK****E-FREE HOUSING SURVEY**[[1]](#endnote-1)

Please complete and return to management in the envelope provided by **[date].**

Dear Resident,

Thank you for helping us to provide healthy housing options. It is important that you complete the following survey so that we can understand the best way to implement a Smoke-Free housing policy. Your feedback is important! Once we have the survey results, we will schedule community meetings to share next steps.

Smoke-free housing means that no one would be permitted to smoke anywhere inside our buildings. Smokers could still smoke outside on-site, but there would be no smoking inside apartments, balconies, common areas or community spaces. The no-smoking policy would apply to everyone—you, every member of your household, and any visitors. Violating the policy (by smoking in non-designated areas) would constitute a lease violation and could result in eviction.

**It is important to understand that smoke-free housing does not mean that smokers are prohibited from living in our housing. It simply means that residents and visitors must smoke outdoors.**

***Please check the response below that applies to you:***

No one in my household smokes, and I support a smoke-free policy in my building/development.

I or another member of my household smokes, but I (we) would be willing and able to comply with a smoke-free policy in our building/development.

A smoke-free policy would be a serious issue for my household. These are the reasons (please explain):

***If you are interested in helping to develop a plan for smoke-free housing, please check here***:

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Head of Household Date

**[SAMPLE] NOTICE OF RULE CHANGE: NO SMOKING IN BUILDING**[[2]](#endnote-2)

**[Insert date]**

RE: **[Insert length of notice: 30 days, 90 days, etc.]** Notice Change in terms of Tenancy – Non-Smoking Policy Addendum

Dear Residents:

Following the terms of your Rental Agreement, 30 days **[This is the minimum amount of notice that must be provided, but more notice can be given, e.g. 60 or 90 days]** after the delivery of this notice, or on [insert date that the lease term expires or rolls over to month-to-month], whichever date is later, the terms of your tenancy at [insert name of property] will be changed. **[Insert name of the property]** will become a non-smoking residence.

Smoking indoors is a serious safety and health issue. I/We sincerely hope that all residents, including those who smoke, will continue to enjoy living in our building(s). I/We embrace this change as an opportunity to ensure that the building(s) is/are (a) safer, healthier and cleaner place(s) for all residents, visitors and staff.

Please note: this Notice serves only to add the above policy into your Rental Agreement; all other terms of your tenancy shall remain in full force and effect. Please sign the No Smoking Lease Addendum before **[insert date]**. Failure to sign the addendum may result in legal action.

Thank your cooperation in this matter.

Sincerely,

**[Landlord/Property Manager]**

*This sample letter is a modified version of a letter developed by Change Lab Solutions. The legal information in this document does not constitute legal advice or legal representation. For legal advice, consult a lawyer in your state.*

**[SAMPLE] NO SMOKING LEASE ADDENDUM**[[3]](#endnote-3)

Reference is hereby made to a lease or tenancy at will agreement (“Lease”) by and between, the Tenant, including all members of Tenant’s family or household (“Tenant”), and the Landlord. The following additional provisions shall be fully applicable to the Lease and made part thereof as though included within the Lease itself.

PURPOSE: Tenant acknowledges the following: smoking increases the risk of fire; smoking is likely to damage the apartment; secondhand smoke is likely to drift from one apartment to another; and exposure to secondhand smoke can cause negative health outcomes. This policy is intended to protect the health of our residents, guests and staff.

DEFINITIONS: Smoking shall include the inhaling, exhaling, burning, or carrying of any lighted or heated cigarette, cigar, pipe, hookah, marijuana (including medical marijuana), or any other product or substance that is intended for smoking. **[Optional: “Smoking” also includes the use of an electronic smoking device that creates a vapor, including e-cigarettes, e-cigars, e-pipes, e-hookahs, vape pens, etc.]**  The term Landlord shall include owners and property managers.

NO SMOKING RULE: No Tenant shall smoke, nor permit anyone to smoke, in the Tenant’s apartment. Smoking shall also be prohibited throughout the entire residence, including but not limited to, **[list all areas of the property that will be smoke-free, e.g. common areas, units, entrances, within \_\_\_ feet from the building(s), balconies, and patios, hallways, stairways, foyers, fire escapes, elevators, roof tops, basements, laundry rooms, storage areas, etc.].** The new policy will apply to tenants, as well as guests, maintenance personnel and staff, service persons, and anyone entering the property.

**[OPTIONAL]** DESIGNATED SMOKING AREA: The foregoing rule notwithstanding, the Landlord may designate an area for smoking, provided the designated area is located outside of, and away from, any building(s) or other location(s) where secondhand smoke might drift back into the building(s). Tenant acknowledges that the designated smoking area may be relocated from time to time or eliminated entirely at any time during the lease term.

COMPLIANCE: Landlord shall take reasonable steps to ensure compliance with the terms and provisions of this Addendum. Tenant shall inform Tenant’s guests of the no smoking rule. Tenant shall promptly give Landlord notice of any incident of smoking or migrating secondhand smoke.

THIRD-PARTY BENEFICIARIES: Tenants agree that other tenants at the complex are the third-party beneficiaries of this No Smoking Addendum and, accordingly, a tenant has the right to sue another tenant for an injunction to prohibit smoking or for damages. Any exercise of these rights shall not create a presumption that the Landlord breached this Addendum.

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 Lease Addendum shall be considered a material breach of the Lease and grounds for enforcement actions, including eviction, by the Landlord. Tenant acknowledges that a breach of this Lease Addendum shall render Tenant liable to Landlord for the costs of repair to Tenant’s apartment unit due to damage from smoke odors or residue.

DISCLAIMER: Tenant acknowledges the following: a) that the adoption and/or enforcement of the no smoking rule shall not make the Landlord a guarantor of Tenant’s health or of the smoke-free condition of the Tenant’s apartment and the common areas; b) the adoption and/or enforcement of the no smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the Tenant; and c) that Landlord’s ability to police, monitor, or enforce the no smoking rule is dependent in significant part on compliance by the Tenant and Tenant’s guests. Landlord specifically disclaims any implied or express warranties that the building(s), 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.

WITNESS the execution hereof under seal this \_\_\_day of \_\_\_\_\_\_\_, 20\_\_.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Landlord  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tenant  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Landlord  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tenant  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tenant  |

*This sample lease addendum is a modified version of a lease addendum developed by Americans for Nonsmokers’ Rights and Change Lab solutions. The legal information in this document does not constitute legal advice or legal representation. For legal advice, please consult a lawyer.*

**[SAMPLE] LETTER NOTIFYING TENANTS OF LEASE AND RULE CHANGE**[[4]](#endnote-4)

**[Date]
[Resident]
[Address]
[City, State Zip]**

Dear Resident:

In order to reduce the risk of fire, maintenance costs, and health hazards caused by smoking, **[insert name of property]** will become a non-smoking residence effective **[insert effective date of the policy],** after all tenants’ leases renew. Tenants will be required to sign a no-smoking agreement when they sign their leases.

Under the new rule, smoking of cigarettes, cigars, pipes, hookahs, marijuana (including medical marijuana) or any other product or substance that is smoked, **[Optional: including electronic smoking devices like e-cigarettes, e-cigars, e-pipes, e-hookahs, vape pens, etc.]** will be prohibited in **[list all areas of the property that will be smoke-free, e.g. common areas, units, entrances, within \_\_\_ feet from the building(s), balconies, and patios, hallways, stairways, foyers, fire escapes, elevators, roof tops, basements, laundry rooms, storage areas, etc.] [Optional: except for the following designated outdoor smoking area].**  The new policy will apply to tenants, as well as guests, maintenance personnel and staff, service persons, and anyone entering the property.

Our decision to become a non-smoking residence is based on the following:

* **Risk of fire:** Cigarettes, cigars, and other smoking materials are a leading cause of residential fire deaths in the U.S. Property damage from smoking-related home fires also costs more than $25,000 on average nationally.
* **Health risks** **from secondhand smoke:** Second hand smoke is a known health hazard. The U.S. Surgeon General has stated that there is no safe level of exposure to it. It can cause heart attacks, strokes, lung cancer, and asthma attacks and make other health conditions worse. Research also shows that there is no way to effectively contain second hand smoke, as its particles and gases can travel from one unit to another. Making the building non-smoking is the only way to effectively protect residents, guests, and staff.
* **Property damage due to smoking:** When any tenant moves out, the unit must be cleaned and repaired. Unfortunately, the cost of cleaning and repairs for units where smoking has taken place is two to seven times more expensive than non-smoking units.

I/We sincerely hope that all residents, including those who smoke, will continue to enjoy living in our building(s). I/We embrace this change as an opportunity to ensure that the building (s) is/are (a) healthier and cleaner place for all residents and guests.

Please feel free to contact **[name of landlord or property manager, phone number]** if you have any questions. If you are interested in more information about the benefits of living in a smoke-free building, please visit [www.BostonSmokeFreeHomes.org](http://www.bostonsmokefreehomes.org)

Sincerely,
**[Landlord/Property Manager]**
*This sample letter is a modified version of a letter developed by Change Lab Solutions. The legal information in this document does not constitute legal advice or legal representation. For legal advice, please consult a lawyer.*

1. 1 Boston Housing Authority. (n.d.). Smoke-free housing survey. Boston, MA. [↑](#endnote-ref-1)
2. 2 Change Lab Solutions. (2014). Working with landlords and property managers on smoke-free housing. Retrieved from: <http://www.changelabsolutions.org/sites/default/files/SFMUH_Guidebook_FINAL_20140417.pdf> [↑](#endnote-ref-2)
3. 3 Americans for Nonsmokers’ Rights. (n.d.). Model smokefree lease addendum. Retrieved from: <http://no-smoke.org/pdf/model-lease-addendum.pdf> [↑](#endnote-ref-3)
4. 4 Change Lab Solutions. (2014). Working with landlords and property managers on smoke-free housing. Retrieved from: <http://www.changelabsolutions.org/sites/default/files/SFMUH_Guidebook_FINAL_20140417.pdf> [↑](#endnote-ref-4)