**Smoke-Free Policy Adoption Timeline**

**Month Activity**

**\_\_\_\_\_\_ Survey Residents (Optional)**

* Call local SmokeFreeHousingNY community partner to discuss policy adoption process and get sample survey
* Survey your residents about their experience with secondhand smoke exposure in the building and their interest in living in a smoke-free building
* Consult with community partner to discuss any survey results and policy options

**\_\_\_\_\_\_ Decide Policy Details**

* Decide policy details to be included in the Smoke-Free Lease Addendum (see Implementation Tips)
* Modify sample Smoke-Free Lease Addendum
* Determine the number/type of Smoke-Free Building signs needed and contact community partner to request signs, if available

**\_\_\_\_\_\_ Educate Staff**

* Hold meeting to educate all staff, especially those most affected by change. Invite community partner to talk about the health hazards of secondhand smoke and other reasons for adopting policy
* Talk realistically about enforcement of a no-smoking policy
* Familiarize resident services staff and property management staff with cessation resources and help them understand smoking addiction and behavior to help support residents who smoke.

**\_\_\_\_\_\_ Notify Residents**

* Begin Implementing policy with new residents by having them sign a lease addendum as they move in
* Notify existing residents of policy change through letters and flyers. Inform them of the date the policy will take effect
* Offer cessation options to those residents who wish to quit smoking
* Send a letter to those on a wait list notifying them of new policy

**\_\_\_\_\_\_ Ask Existing Residents to Sign on to Policy**

* Invite community partner to present to residents regarding policy change and include cessation information
* Send a reminder notice to residents and/or post notices about the implementation date in common areas
* Ask existing residents to sign the lease addendum and return by the due date. Follow-up with residents who did not return the lease addendum so that all are signed before the policy goes into effect

**\_\_\_\_\_\_ Promote Policy**

* Post Smoke-Free Building signs
* List your building on SmokeFreeHousingNY’s website through contact@smokefreehousingny.org
* Host a smoke-free celebration or policy recognition event
* Make available local cessation resources for staff and tenants as well as NYS Smoker’s Quitline information

**Tenant Survey Sample One**

**Date**

**Dear Residents of (building/complex/community):**

**To protect residents and property from the hazards of secondhand smoke, many residential buildings are adopting no-smoking policies. In New York, virtually all workplaces and numerous recreational facilities have successfully been smoke-free for years. In order to ensure an environment where everyone can live and breathe smoke-free, (name of property) will be addressing the potential adoption of a no-smoking policy.**

**Please respond to the questions below so that we may review this issue with your input.**

**Please slide responses under the office door (or provide other means of response) by the evening of (due date) so we can consider your comments.**

**Please circle ‘yes’ or ‘no’ and add comment at the bottom.**

**Are you a smoker? YES NO**

 **If yes, do you smoke in your unit? YES NO**

**Do you allow guests or others to smoke in your unit? YES NO**

**Can you smell tobacco smoke from other units when in your apartment? YES NO**

**Can you smell tobacco smoke when in the hallway/common areas? YES NO**

**Would you be in favor of a smoke-free policy for this building?**

**(meaning smokers can still live in the building but cannot smoke in the building) YES NO**

**Comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Tenant Survey Sample Two**

Dear Valued Tenant:

The (name of building management or property) is interested in the safety and comfort of tenants, providing an enjoyable living experience for all. There has been a growing body of evidence, summarized in the 2006 U.S. Surgeon General report on secondhand smoke that confirms no risk-free level of exposure. According to the Surgeon General, secondhand smoke exposure can be particularly dangerous to children, adults and children with asthma, and people with heart or breathing problems.

We have decided to review our smoking policy to determine if it should be revised in light of these findings. We value your tenancy and would appreciate your input so that we can design a policy that is equitable to our residents and provides guidance as to where smoking will or will not be permitted. We believe a revised policy will reduce complaints from tenants and between neighbors about drifting secondhand smoke. All answers will be kept confidential.

Please fill in the blanks and circle yes or no where appropriate.

1. Number of years you have been a resident? \_\_\_\_\_\_\_\_

2. Number of children living in your unit? \_\_\_\_\_\_\_\_

3. Number of people who smoke that live in your unit? \_\_\_\_\_\_\_\_

4. Does anyone living in the unit smoke in the unit ? Yes No

5. Are visitors or workers allowed to smoke in your unit? Yes No

6. Have you experienced secondhand tobacco smoke drifting into your unit? Yes No

If yes: Please describe where smoke is coming from, for example: hallway,

adjacent patio, adjoining apartment, etc. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7. Would you favor a policy to make this building smoke-free? Yes No

 (meaning smokers can still live in the building but there will be no-smoking in any indoor area including common areas and private units)

8. Should there be a designated smoking area outside? Yes No

9. Other areas of the building or grounds that you would like to see designated smoke-free: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (please print)

Unit Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Thank You.

Please slip completed forms under the management office door (or provide another method for return)

**Resident Notification Letter Sample One**

(Date)

Dear Resident:

(Property name) has decided to adopt a smoke-free policy in order to provide a healthier environment for all residents. The harmful effects of secondhand smoke, increased maintenance costs, and fire danger caused by indoor smoking are simply too great to ignore.

* As of (date), (building name & address) will be smoke-free. This means that there will be no carrying or use of a lit tobacco product in indoor common areas or private areas of property. (Owner may add outdoor areas such as balconies and terraces.) This policy includes tenants as well as guests, maintenance personnel, and staff. Existing smokers who reside in this building will be “grandfathered,” and thus allowed to continue smoking in their units, until (date depends on terms of lease and/or rules governing the type of housing, usually the date of lease renewal), at which time they also must smoke outside.
* This policy was passed to protect the health of our residents, staff, and guests. Secondhand smoke is a Class A carcinogen, which means it is a cancer causing agent with no risk-free level of exposure. Secondhand smoke can travel through doorways, windows, wall joints, plumbing spaces, and even light fixtures, so secondhand smoke from one unit can adversely affect the health of residents in other units. In addition, fires caused by smoking-related materials are the number one cause of home fire deaths.
* If you or your family members are interested in more information on smoke-free living, please visit the following web-site: [www.smokefreehousingny.org](http://www.smokefreehousingny.org). The web-site will also link you to a number of resources that can help if you are thinking about quitting smoking.

Please feel free to contact (name of employee, property manager, etc.) or myself if you have any questions. We will be happy to assist you in any way possible to work toward a smooth transition.

Sincerely,

Name

Title

 **Resident Notification Letter Sample Two**

Dear Resident:

(Property name) has decided to adopt a smoke-free policy in order to provide a healthier environment for all residents. The harmful effects of secondhand smoke, increased maintenance costs, and fire danger caused by indoor smoking are simply too great to ignore. A smoke-free policy for individual units will be phased in as leases are renewed.

Secondhand smoke is a serious health hazard. It is the leading cause of preventable death in the United States, causing approximately 443,000 deaths per year. The 2006 Report of the Surgeon General states that there is no risk-free level of exposure to secondhand smoke.

Secondhand smoke is particularly dangerous to children and has been linked to Sudden Infant Death Syndrome (SIDS). In addition, smoking is the leading cause of residential fire-related deaths in the U.S.

This is an issue for the entire residential complex because tobacco smoke travels from unit to unit. Secondhand smoke can seep through outlets in walls and spread through air conditioning and heating systems. The remodeling required to prevent secondhand smoke transfer can be costly and ineffective. The only effective method to stop the spread of secondhand smoke is through the adoption of a no-smoking policy.

Smoking will not be prohibited in individual units until leases come up for renewal. However, all leases from this point forward will include a smoke-free addendum.

Please consider this letter as notice about the changes that will be taking place upon your next lease renewal. The intention of the new policy is to enable everyone to breathe clean, tobacco-free indoor air.

Please sign this letter and return to management within one week. If you have any questions or concerns, please contact management.

Regards,

Name

Property Manager/Owner

I understand and agree to abide by the policies contained in this letter.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Unit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Resident Memo Sample One: Summary of Smoke-Free Policy**

**MEMO**

**To:** Residents of (Building/Complex)

**From:** (Employee Name), Property Manager

**Date:**

**RE:** No-Smoking Policy

By now, all of you have signed a lease addendum that states that (building/complex) has become a smoke-free property. The following is a summary of what is expected and answers to some of your questions.

**Non-smoking areas**

All grounds and community areas are smoke-free. This includes (but is not limited to) the walkways, parking lots, driveway, lawn area, community room, and laundry room.

**Where can I smoke?**

Since the entire property is now considered smoke-free, the only (two) place(s) to smoke will be\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**What if my guest wants to smoke?**

The same rules that you are required to follow apply to all guests and vendors on the property. Remember that you are responsible for your guest’s actions, so if they smoke it means that you are violating your lease.

**I have been smoking here since I moved in, am I exempt?**

You can still smoke, but you must smoke only in the designated smoking areas outside of your building.

**Can I smoke in my car?**

If your car is on the property, then it is still on a non-smoking area. If you are going to use your car to smoke, please do it off the grounds.

Many apartment complexes throughout New York already have become or are considering becoming smoke-free. There are many benefits both for the residents and the management company. We are hoping that each of you will benefit in some way from our transition to a smoke-free facility. We appreciate your cooperation.

Please call me at (phone number) if you have any questions or concerns.

**Resident Memo Sample Two: Summary of Smoke-Free Policy with Grandfather Clause**

**MEMO**

**To:** Residents of (Community)

**From:** (Employee Name), Property Manager

**Date:**

**RE:** No-Smoking Policy

By now, all of you have signed a lease addendum that states that (Community) has become a smoke-free property. Here is an outline to this new policy so that we are all clear about what is expected of us.

All apartments are smoke-free except for the recognized households that are grandfathered until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date).

**Non-smoking areas**

All grounds and community areas are smoke-free. This includes (but is not limited to) the walkways, parking lots, driveway, lawn area, community room, and laundry room.

**Where can I smoke?**

Since the entire property is now considered smoke-free, the only (two) place(s) to smoke will be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**What if my guest wants to smoke?**

The same rules that we are asking you to follow apply to all guests and vendors on the property. Remember that you are responsible for your guest’s actions, so if they smoke it means that you are violating your lease.

**I have been smoking here since I moved in, am I exempt?**

There is a Grandfather Clause in affect at the property. This means that any resident that moved into their apartment before \_\_\_\_\_\_\_\_\_\_ will be allowed to smoke (in their own apartment only) until the termination of their lease or until lease renewal. The smoking provision applies only to the resident.

**Can I smoke in my car?**

If your car is on the property, then it is still on a non-smoking area. If you are going to use your car to smoke, please do it off the grounds.

Many apartment complexes throughout New York already have become or are considering becoming smoke-free. There are a lot of benefits both for the residents and the management company. We are hoping that each of you will benefit in some way from our transition to a smoke-free facility. We appreciate your cooperation.

Please call me at (phone number) if you have any questions or concerns.

**Smoke-free Lease Addendum Sample One**

**ADDENDUM TO LEASE**

**SMOKE-FREE POLICY**

Due to the increased risk of fire and the known health effects of secondhand tobacco smoke, smoking is prohibited in all areas of this property, both private and common, whether enclosed or outdoors. (Optional - The use of electronic cigarettes is also prohibited in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.) The policy applies to all owners, tenants, guests, and servicepersons.

Smoking: The term “smoking” means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, or other tobacco product in any manner and in any form.

(Optional - Electronic Cigarette: The term “electronic cigarette” means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he 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.)

---------------------------------------------------------------------------------------------------------------------------------------------

**TENANT ACKNOWLEDGEMENT:**

I hereby acknowledge the above smoking policy as part of the lease or month-to-month agreement. I agree that I will not smoke on the property except in the designated areas listed below. In addition, I will be responsible for enforcing this policy with all of my visitors, guests, and relatives who visit the premises. I understand that the landlord will take action should I violate the conditions of this policy.

DESIGNATED NO-SMOKING AREAS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME (please print) SIGNATURE DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY, STATE, ZIP CODE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE NUMBER

**ADDITIONAL NAMES:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME (please print) SIGNATURE DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME (please print) SIGNATURE DATE

 **Smoke-free Lease Addendum Sample Two**

Smoke-Free Lease Addendum\*\*\*

\*\*\* The portions of this addendum that have been included in parentheses may be adjusted depending upon the scope of your smoke-free policy.

Resident and all members of the resident’s family or household are parties to a written lease with Property Owner/Manager (the Lease). This addendum states the following additional terms, conditions, and rules that are incorporated into the Lease. A breach of the Lease Addendum shall give each party all the rights contained herein, as well as the rights provided for in the Lease.

1. **Purpose of Smoke-Free Housing**: The parties’ desire to mitigate (i) the irritation and known health effects caused by secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the cost of fire insurance for a non-smoke-free building.
2. a. **Definition of Smoking**: “Smoking” means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other smoking device for burning tobacco.

(b. **Optional: Definition of Electronic Cigarette:** The term “electronic cigarette” means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he 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.)

1. **Smoke-Free Complex**: Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident’s household have been designated as a smoke-free living environment. Resident and members of Resident’s household shall not smoke anywhere in the unit rented (or owned if coop or condo) by Resident, in the building where the Resident’s dwelling is located, or in any of the common areas (or adjoining grounds, terraces, balconies, or other parts of the residential community), nor shall Resident permit any guest or visitors under the control of Resident to do so. (Optional: The use of electronic cigarettes is also prohibited in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.)
2. **Resident to Promote No-Smoking Policy and Alert Landlord of Violations**: Resident shall inform Resident’s guests of the smoke-free policy. Further, Resident shall promptly give Property Manager/Owner written statement of any incident where secondhand smoke is migrating into the Resident’s unit from sources within the building.
3. **Property Manager/Owner to Promote No-Smoking Policy**: Property Manager/Owner shall post no-smoking signs at entrances and exits, common areas, and hallways (and in conspicuous places on the grounds of the building/complex).
4. **Property Manager/Owner Not a Guarantor of Smoke-Free Environment**: Resident acknowledges that Property Manager/Owner’s adoption of a smoke-free living environment, and the efforts to designate the residential building/complex 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, Property Manager/Owner shall take reasonable measures to enforce the smoke-free terms of its leases and to make the (designated areas of the) building/complex smoke-free. Property Manager/Owner is not required to take steps in response to smoking unless Property Manager/Owner knows of said smoking or has been given written notice of said smoking.
5. **Other Residents are Third-Party Beneficiaries of Resident’s Agreement**: Resident agrees that the other Residents at the complex are the third-party beneficiaries of Resident’s smoke-free addendum agreement with 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.
6. **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 provided for in the Lease. A material breach of this Addendum by the Resident shall be a material breach of the Lease and grounds for termination of the Lease by the Property Manager/Owner. Property Manager/Owner acknowledges that in declaring the building (or portion of the building and outdoor areas) to be smoke-free, the failure to respond by Property Manager/Owner to a complaint filed by the Resident shall be treated as equivalent to failure to respond to a request for maintenance.
7. **Disclaimer by Property Manager/Owner**: Resident acknowledges that Property Manager/Owner’s adoption of a smoke-free living environment, and the efforts to designate the residential complex as smoke-free, does not in any way change the standard of care that the Property Manager/Owner 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 rental premises. 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 residential 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 the 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 the 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.

*Paragraph for Existing Residential Communities that Adopt Smoke-Free Policies:*

1. **Effect on Current Residents**: Resident acknowledges that current residents residing in the complex under a prior Lease will not be immediately subject to the smoke-free policies. As current residents terminate occupancy, or enter into new Leases, the smoke-free policy will become effective for those units.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Resident Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property Manager/Owner Date

**Sample Letter to Residents re. Non-Returned Smoke-Free Lease Addendums**

(Date)

(Building/Complex) Resident

Street Address

City, State, Zip

Dear Resident,

Please be advised that I previously mailed out a Non-Smoking addendum to your lease,

requesting for you to sign and return. We did not receive this signed document back.

I am advising you that the implementation of a smoke-free policy is still in effect.

 Enclosed is another copy of the Non-Smoking addendum. Please review it and contact me at (phone number) with any questions or concerns you may have.

Thank you.

Sincerely,

(Employee Name), Property Manager

(Building/Complex)

**Notice of Smoking Incident**

**BUILDING**: **DATE**:

**RESIDENT**: **UNIT NO**:

This notice is to inform management of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Apartments of the following smoking-related incident:

Description of incident:

|  |  |  |
| --- | --- | --- |
|  | 1. | Smoking coming into rental unit |
|  | 2. | Smoking observed in indoor common area |
|  | 3. | Smoking observed in outdoor area |
|  | 4. | Other: |

Date and time of day incident occurred: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Remarks/Detailed Description:

Please submit this form to the rental office.

Tenant Date

**Sample Violation Warning Letter**

The following warning letter can be used as a model to write your own letters to tenants who are violating the terms of your smoke-free policy. Please note that the letter is intended to be tailored according to the specifics of your smoke-free policy and the penalties associated with violating the contract.

Date

Dear (name of resident),

It has been brought to our attention that secondhand smoke has been drifting out of your apartment into common areas and/or others’ apartments (OR staff noticed a strong odor of cigarettes in your unit).

I would like to remind you that, as stated in your lease agreement, (property name) has a smoke-free policy that states (insert non-smoking policy). This decision was made to protect the health of all tenants from the adverse effects of secondhand smoke, a known health hazard associated with lung cancer and heart disease. The decision was also made to protect our buildings from damage to units and an increased risk of fire.

Tenants who violate the terms of their lease are subject to the penalties outlined in the lease agreement. If you violate the terms of the lease again, we may take appropriate action, including issuing a monetary fine or terminating your lease. (Include further details about your enforcement procedures of warnings, fines, etc.)

(If you have an outdoor designated smoking area, provide details on where it is and ask the tenant to smoke only in the designated area(s).)

Thank you for your cooperation in this matter. Please don’t hesitate to contact us at (insert contact information) if you have questions or concerns.

If you are interested in quitting smoking, help is available through the New York State Tobacco Quit Line (1-866-NY-QUITS or www.nysmokefree.com). Services are free and include information, counseling, a personalized quit plan, local quitting resources, nicotine replacement therapy (patches or gum), and quit kits.

Sincerely,

Name

Title

Company