

# Sample Smoke-Free Housing Policy

The (name of housing) finds that:

**WHEREAS**, the (name of housing) cares about the health, welfare and safety of all residents and rental facilities;

**WHEREAS**, numerous studies have concluded that exposure to secondhand tobacco smoke is a serious health hazard that can cause disease in healthy nonsmokers including cancer, heart disease, and respiratory disease and is responsible for over 53,000 deaths annually nationwide;

**WHEREAS**, secondhand tobacco smoke is particularly hazardous to elderly people and children, causing or exacerbating asthma, cardiovascular disease, respiratory disease and infections, cancer and SIDS (sudden infant death syndrome);

**WHEREAS**, the U.S. Surgeon General's Report in 2006, *The Health Consequences of Involuntary Exposure to Tobacco Smoke*, states (1) secondhand smoke exposure causes disease and premature death in children and adults who do not smoke, (2) exposure of adults to secondhand smoke has immediate adverse effects on the cardiovascular system, and (3) **"there is NO risk-free level of exposure to secondhand smoke"**;

**WHEREAS**, the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) has determined there is currently no air filtration or other ventilation technology that can completely eliminate the carcinogenic components in secondhand smoke;

**THEREFORE**, the (name of housing) adopts this smoke-free housing policy for (name of complex) located at (address).

## Definitions:

1. "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated tobacco product.
2. "Resident" means living in, or staying in (name of housing).
3. "Employee" means manager, owner, representative, or worker of (name of housing).
4. "Outside areas" mean (describe clearly the areas where smoking is prohibited including the distance smoking is not allowed from the building).

**Smoke-Free Policy:**

1. Effective on (effective date) smoking is not permitted anywhere inside the building(s), and in the outside areas as described above. This includes, but is not limited to, individual living spaces, all common areas, hallways, stairs, elevators, restrooms, and any other enclosed areas.
2. This policy applies to all current and new residents, all employees, and all guests at all times.
3. Failure of any 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.
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), they will report this to the (landlord, property manager) as soon as possible.
6. The (landlord, property manager) will enforce the smoke-free policy and will respond as soon as possible to secondhand smoke complaints on the property.
7. Upon adoption of the policy, all new and current residents will be given a copy of this Smoke-Free Policy.
8. Upon adoption of the policy, all new and current residents will sign the Smoke-Free Housing Lease Agreement Addendum. A signed copy will be placed in the resident's file and a copy given to the resident.
9. This (name of housing) Smoke-free Policy shall be communicated to all current staff and residents (30, 60, 120) days prior to its effective date, and at the time of employment for all employees and prior to admission and/or prior to the signing of any new lease agreements. This policy is effective on (effective date).

**Signed:**

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(Housing Authority, Landlord, Property Manager)

**Date:**

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**Questions? Contact Us! 1-888-474-4635**