



Renters' Smoke-Free Housing Toolkit¹¹

Use this toolkit to help you and your neighbors make your building smoke-free! The Renters' toolkit includes:

- **Tips for Creating a Smoke-Free Housing Complex**
Learn strategies and get advice for helping your property manager or owner make your building or complex smoke-free.
- **Letter to residents**
A sample letter that you can send to your fellow residents to gain support for a smoke-free policy.
- **Petition**
A sample petition that you can circulate for residents to sign. Showing your property manager or owner that most residents support a smoke-free environment will help initiate the changes you want.
- **Letter to property manager or owner**
A sample letter that you can send to your property manager or owner that outlines the many reasons for going smoke-free.
- **Lease addendum**
A sample smoke-free lease addendum that you can provide to your property manager or owner.

You can also ask your property manager or owner to hang smoke-free signs in areas where smoking is prohibited. For free decals and any additional questions, please contact the Marin County Tobacco Related Disease Control Program at (415) 499-3020.

Thank you for your commitment to making Marin a healthier place to live!

¹¹ Information in this toolkit is used with permission from the "Smoke-Free Housing Toolkit for Residents." Tobacco Public Policy Center at Capital University Law School. 18 April 2008. <<http://ohiosmokefreehousing.com>>.

Tips for Creating a Smoke-Free Housing Complex

1. **Make a plan.** Give some thought as to what your objective is and what your plan of action will be. If a 100% smoke-free policy is not feasible, would it be possible to create smoke-free blocks of units or designated smoke-free buildings? You may want to start by advocating for common areas to be smoke-free (this could include laundry rooms, lobbies, outdoor patios and balconies, recreational facilities, playgrounds, etc.).
2. **Hold a Meeting.** Gather with other residents to discuss the issue and get a better view of residents' concerns. This need not be formal—you can meet in the common room of your apartment building or invite some neighbors over to your apartment for a discussion. You will need to find other residents who share your concern about the impact of secondhand smoke.
3. **Get Informed—and Inform Others.** Understand your rights. Read the additional information provided on smokefreemarin.com about non-smoking tenants' legal rights. Review your existing lease to see if there is a "nuisance" clause that might apply to drifting secondhand smoke.
4. **Inform Management.** Your management might be unaware that it is completely legal to designate an apartment or complex as smoke-free. People often mistakenly believe that there is a legal right to smoke in apartments. However, no such right exists. Remind the management about the significant cost savings associated with smoke-free housing and the ability of smoke-free policies to reduce conflicts between residents. This toolkit contains a sample letter to send to your property manager or owner. However, the letter will have more of an impact if you also make a personal visit to discuss the issue. Ask your apartment management to visit the smokefreemarin.com web site to learn more.
5. **Build Support.** Management will often want more information about existing residents' thoughts about this issue. Management is often surprised by the strong support for smoke-free housing policies. Gather resident support for a smoke-free policy by using the attached petition, or work with management to conduct a survey of residents. Understand and expect that there will be some resistance to policy change, but remain insistent that you have a right to be secure in your apartment and protected from the dangers of secondhand smoke.
6. **Change the Policy.** The apartment property manager or owner can start by creating a smoke-free policy for all public and community areas right away. Other apartment units can be made smoke-free as leases come up for renewal. This toolkit includes a lease addendum that can be added to implement a smoke-free policy. Provide this information to your property manager or owner.

Letter to Residents

Dear Resident:

Residents of <<property name>> would like to establish smoke-free housing policies in order to provide a healthier and safer environment. Under state and local laws indoor common areas are required to be smoke-free. We are asking for a policy that would also make outdoor common areas of the building smoke-free (such as entrances, hallways, exercise areas, and laundry rooms) and add smoke-free clauses to residents' leases as they come up for renewal (prohibiting smoking inside of apartment units). These policies are completely legal and are becoming more and more common.

Secondhand smoke is a serious health hazard. It is the third leading cause of preventable death in the United States, causing approximately 53,000 deaths each year. The 2006 Report of the U.S. Surgeon General states that there is no safe 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, approximately 900 people in the U.S. die each year from fires caused by smoldering cigarettes.

This is an issue for the entire complex because cigarette 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 from transferring to another residence can be costly and ineffective. The only effective method to stop the spread of secondhand smoke is a smoke-free policy.

There is no legally recognized right to smoke in one's residence if it adversely affects the health of another. However, current resident smokers will not be affected by this policy change until their leases come up for renewal.

A petition to help make <<property name>> a smoke-free environment will soon be circulated, and we ask that you please sign your name. If you have any questions or concerns please contact:

<<Name of contact person>>
<<Contact phone number and/or email >> .

Regards,

Letter to Property Manager or Owner

Dear Property Manager or Owner:

I am writing to ask you to consider adopting a smoke-free housing policy in order to establish a safe and healthier environment. Under state and local laws indoor common areas are required to be smoke-free. More landlords, however, are choosing to make outdoor common areas as well as units smoke-free. Such policies are completely legal and they also reduce management costs. [If applicable, note support of smoke-free policy from other residents.]

Secondhand smoke is a serious health hazard. It is the third leading cause of preventable death in the United States, causing approximately 53,000 deaths each year. The 2006 Report of the U.S. Surgeon General states that there is no safe level of exposure to secondhand smoke. The California Air Resources Board has also declared second hand smoke a toxic air contaminant. Secondhand smoke is particularly dangerous to children and has been linked to Sudden Infant Death Syndrome (SIDS). In addition, approximately 900 people in the U.S. die each year from fires caused by smoldering cigarettes.

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A smoke-free policy is perfectly legal. There is no legally recognized right to smoke in one's residence if it adversely affects the health of another. In fact, smoke-free policies reduce potential liability. Without such a policy, residents harmed by secondhand smoke from neighboring units could bring legal actions against the apartment ownership. Such lawsuits are becoming more and more common.

Also, smoke-free housing policies have not resulted in decreased revenue for owners. In fact, they save money. Costs associated with cleaning and remodeling a smoker's unit is substantially more compared to a nonsmoker's unit. In addition, a smoke-free policy may lead to a reduction in fire insurance costs. The transition to a new policy would be gradual. Current resident smokers would be exempted from this policy change until their leases come up for renewal.

Please take this step to protect my health and the health of my neighbors. If you would like more information on this topic, please visit www.smokefreemarin.com/apartments.

Regards,

Sample Smoke-Free Lease Addendum

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease.

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

- 1. Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.
- 2. Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
- 3. Smoke-Free Complex.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located, or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
- 4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.
- 5. Landlord to Promote No-Smoking Policy.** Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.
- 6. Landlord Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

7. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant's smoke-free addendum agreements with Landlord. (In layman's terms, this means that Tenant's commitments in the Addendum are made to the other Tenants as well as to Landlord.) A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.

8. 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 Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.

9. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant 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. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improve 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. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

LANDLORD

TENANT

Optional Paragraph for Existing Rental Communities that Adopt "No-smoking Policies"

10. Effect on Current Tenants. Tenant acknowledges that current tenants residing in the complex under a prior lease will not be immediately subject to the No-smoking Policy. As current tenants move out, or enter into new leases, the smoke-free policy will become effective for their new unit or new lease.