



Smoke Free Housing Initiative

Technical Assistance Toolkit For Housing Professionals 2023

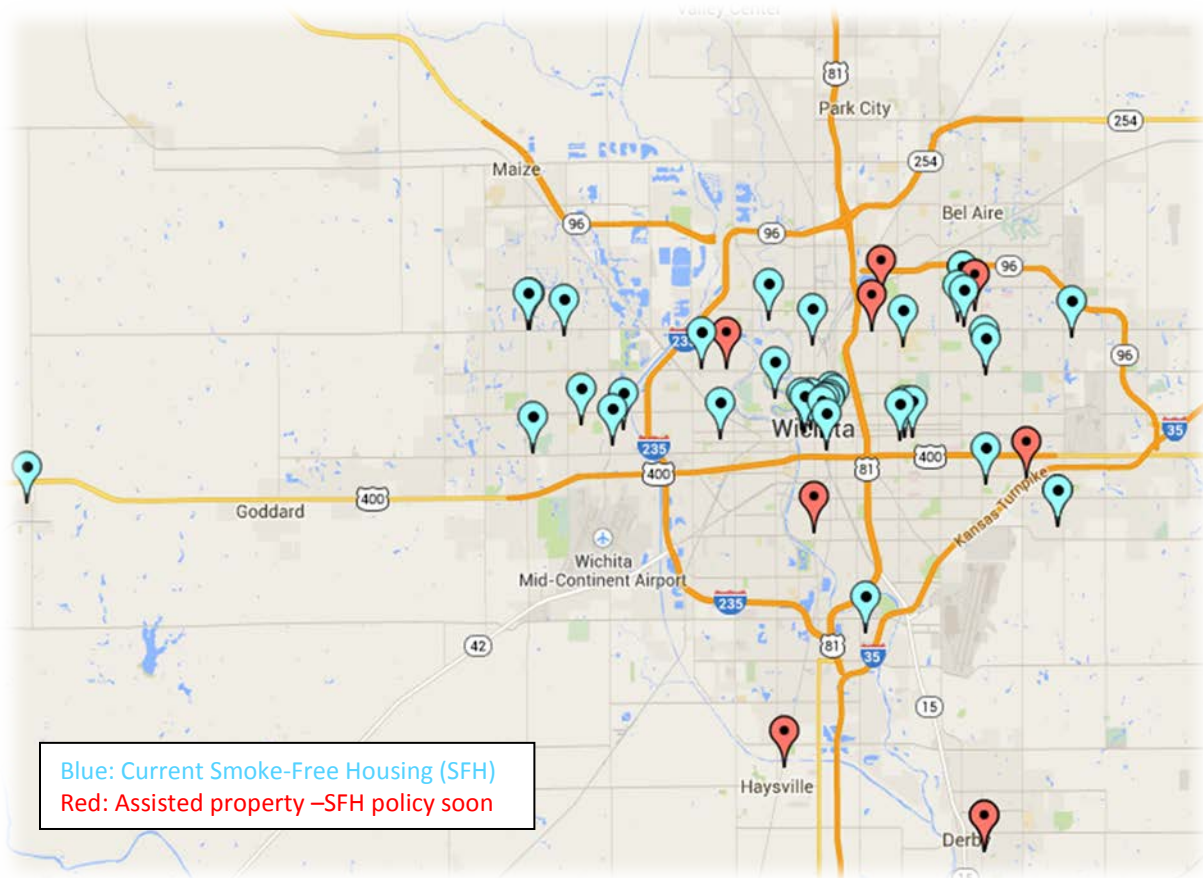
**Developed by the Smoke Free Housing Initiative
Sedgwick County, Kansas**

Legal language borrowed from Live Smoke Free Minnesota

Table of Contents

About the Smoke-Free Housing InitiativePage 3
Sample Implementation TimelinePage 4
Model Smoke Free Housing PolicyPage 5
Model Lease AddendumPage 7
Model Consequences for ViolatorsPage 9
Sample Tenant Notification LetterPage 10
Sample Tenant SurveyPage 11

Properties assisted by Smoke-Free Housing Initiative 2009-2014



Disclaimer: The language in the attached policies is borrowed from Live Smoke Free Minnesota. All local property managers/owners should contact a legal expert to ensure the language is within the context of local laws.



The **Smoke-Free Housing Initiative** was started by **Tobacco Free Wichita Coalition** in 2009. The Coalition began providing technical assistance to apartments that wanted to adopt smoke-free policies in residential buildings. The initiative has expanded to include community partners such as the **American Lung Association**, **City of Wichita Fire Department**, **American Family Insurance**, respiratory therapists, and many more. Members of the initiative have received training and technical assistance from nationwide experts who have implemented smoke-free policies in multi-unit housing in both commercial and HUD properties.

The popularity of this initiative is on the rise!

Our dedication has helped increase the number of complexes with smoke-free properties in at least one residential building to 35 (up from 3 in December of 2011). We no longer track the number of properties, as these policies have become common place.

Benefits of Smoke-Free Policies

Reduce maintenance costs and staff time

Save up to \$1500 per unit

Your company no longer needs to purchase expensive ventilation systems

Ventilations systems marketed to help with secondhand smoke are not effective in eliminating the problem

Increase resale value

With more smoke-free laws, potential buyers avoid smoking properties

Reduce liability risk

Smokers are not protected by law, but people with certain lung disabilities are

Reduce the risk of accidental fire

2009-2012: There were over \$3M in losses due to careless smoking fires in 64 Wichita apartments

Protect residents from secondhand smoke

Smoke travels through vents, plumbing, and cracks

Promote an overall healthy environment

Quitting smoking leads to other healthy behaviors

Sample Implementation Timeline			
Month	Week 1	Week 2	Week 3
1	Contemplating going smoke-free	For information, contact Tara Nolen at (316) 660-7198 or visit TobaccoFreeWichita.org	Open discussion about policy change at tenants' meeting
2	Decision to go smoke-free	Request policy adoption, implementation, and enforcement technical assistance from Tara Nolen	Prepare policy change documents: smoking policy, lease addendum, consequences for violations, cessation services, tenant notification letter, etc.
3	Consult legal counsel to review policy changes		Develop plan for property signage (contact Tara Nolen for assistance)
4	Request tobacco cessation materials from Tara Nolen	Distribute tenant notification letter and current law information	Prepare tenant notification letter
5	Install property signage		Open discussion about policy change at tenant's meeting
6	Date of implementation for all tenants	Request enforcement technical assistance from Tara Nolen (ongoing)	Distribute smoking policy, lease addendum, and consequences for violations
			Signed policy, lease addendum, and consequences for violations are due to Property Manager
			Request tobacco cessation materials from Tara Nolen (ongoing)
			Open discussion about policy change at tenant's meeting

This timeline can be altered to fit the schedule of each individual property.
(Average timelines range from six months to one year for implementation)



**Smoke
Free
Housing
Initiative**



Smoke Free Housing Initiative

Model Smoke-Free Housing Policy for Multi-Unit Dwellings in Sedgwick County

(Italicized language is customizable for each property)

To ensure that quality of air and the safety of the tenants of _____ *(Name of Property)*, a multi-unit dwelling in Sedgwick County, has declared that the complex located at _____ *(Address of Property)* is a smoke-free property.

- a. Smoking is not permitted in all common areas*.
- b. Smoking is not permitted in *(all /only designated)* residential building(s).
- c. Smoking is *(not/only)* permitted on patios and balconies.
- (d1) Smoking is not permitted on any property grounds.
or
(d2) Smoking is only permitted on any property grounds, *(10/25)* feet away from all entrances and windows.

Adopted by: _____ *(printed)* Date: _____

Signature: _____ Title: _____

*This is according to KSA 21-6109 through 21-6116 *(more commonly known as the Kansas Indoor Clean Air Act)*.



Smoke Free Housing Initiative

Smoke-Free Housing Policy

(Building name)

(Date)

Page 2

1. Smoking is not permitted anywhere in the residential buildings in accordance with the following guideline. Effective on *(date of adoption)* all current tenants, all employees, all guests, and all new tenants of *(building name)* after this date will be prohibited from smoking anywhere in the building, including apartment units.
2. Any deviation from the smoke-free policy by any tenant, a member of their household, or their guest will be considered a lease violation. *(Six)* violations will result in eviction *(please see consequences for violations page)*.
3. “No Smoking” signs will be posted outside and inside the building.
4. Smoking outside the building is limited to *(if any, please describe the location(s) below)*.
 - a. *(Location #1)*
 - b. *(Location #2)*
5. If a tenant smells tobacco smoke that has migrated into the tenant’s unit from sources outside of the tenant’s apartment unit, they are to call the leasing office as soon as possible *(leasing office phone number)*. A detailed Grievance / Violation Report Form *(located in the leasing office)* must also be completed, documenting the complaint. Management will seek the source of the smoke and take appropriate action.
6. Upon adoption of this policy, all new and existing tenants presently living in *(name of building)* will be given two copies of the policy. After review, the tenant will sign both copies and return one to the leasing office within *(10 days)* for placement in the tenant’s file.

TENANT CERTIFICATION

I have read and understand the above smoke-free policy, and I agree to comply fully with the provisions of the policy. I understand that failure to comply may constitute reason for termination of my lease.

Tenant Signature: _____

Apartment number: _____ Date: _____



Model Smoke-Free Lease Addendum

(Italicized language is customizable for each complex)

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 of the Lease.

1. Purpose of the 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; and (III) the increased risk of fire from smoking.

2. Definitions:

Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, or other tobacco product or other plant product in any manner or in any form. Smoking also includes use of an electronic cigarette.

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 he/she simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, and e-pipes or under any product name.

3. Smoke-free complex. Tenant agrees and acknowledges that the premises to be occupied by the 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 the 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 the Tenant to do so. *(If you provide an outside smoking area, specify where it is here).*

4. Tenant to promote no-smoking policy and alert landlord of violations. Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly notify Landlord by phone and complete a written Grievance/Violation form 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, the 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 the Tenant's smoke-free addendum agreements with Landlord. (In layman's terms, this means that Tenant's commitments in this 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 the 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. (Material breach of this Lease Addendum would be determined by the conditions noted in the Consequences for Violations attachment for the Smoke-free Policy).

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 do 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 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. 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

(Signature)

(Signature)

(Printed)

(Printed)

(Date)

(Date)



Model Consequences for Smoking Policy Violations
(to accompany the smoke-free housing policy and lease addendum)

Staff will adhere to the progressive course of lease enforcement actions in implementing the smoke-free policy for this multi-unit residential property, as follows:

- **1st offense:** Staff will send the resident a written reminder of the smoking policy, including a copy of the smoke-free policy, and inform the Tenant of smoking cessation resources the agency has available.
- **2nd offense:** Staff will send the Tenant a second written reminder of the smoking policy and refer the Tenant to the leasing office for assistance in complying with the smoking policy. Staff will also inform the Tenant of smoking cessation resources the leasing office has available.
- **3rd offense:** Staff will send the Tenant a notice of a mandatory conference to discuss the policy and repeated violations. Property management and staff will be present to assist the Tenant in developing strategies to help them comply with the policy in order to safeguard their housing. If the Tenant fails to attend the conference, they will receive a Lease violation notice in the conformance with the existing policy. Staff will also inform the Tenant of smoking cessation resources the leasing office has available.
- **4th offense:** The Tenant will be issued a remedial lease violation. Staff will also inform the Tenant of smoking cessation resources the leasing office has available.
- **5th offense:** The Tenant will be issued a final notice Lease violation. Staff will also inform the Tenant of smoking cessation resources the leasing office has available.
- **6th offense:** An eviction notice to terminate the Lease will be issued.

TENANT CERTIFICATION

I have read and understand the above consequences for violations and I agree to comply fully with the provisions of the smoke-free policy. I understand that failure to comply may constitute reason for termination of my Lease.

Tenant Signature: _____

Apartment number: _____

Date: _____



Sample Tenant Notification Letter

(Date)

Dear Tenants,

In order to provide a healthier environment for our residents and guests, our property has decided to become completely smoke-free. The harmful effects of secondhand smoke and the fire dangers caused by smoking indoors are simply too great to ignore.

The common areas in your building are already smoke-free in accordance with the Kansas Clean Indoor Air Act (this includes hallways, exercise areas, laundry rooms, clubhouses, the leasing office, and enclosed garages). A smoke-free policy for all individual units will be implemented effective (*Date of implementation*).

Hazards of Secondhand Smoke:

Secondhand smoke is a serious health hazard. It is the third leading cause of preventable death in the United States, causing approximately 49,000 deaths each year. The 2006 Surgeon General's report stated that there is "no risk-free level of exposure to secondhand smoke." Secondhand smoke is particularly dangerous to children and has been linked to childhood asthma, low birth weight, ear infections, and Sudden Infant Death Syndrome (SIDS).

Fire Risk:

Smoking is the leading cause of fire death in the United States. Fires can start on decks and porches, as well as in units. According to the National Fire Protection Association's report, "one in four (24%) victims who die in residential smoking-related fires is not the smoker whose cigarette started the fire."

Ventilation is not Effective:

Research conducted during air movement studies have shown that secondhand smoke travels from unit to unit. The smoke can seep in through electrical outlets, heating and duct work, and structural gaps. The only effective way to stop the spread of secondhand smoke is by adopting a smoke-free policy.

We want to protect our residents from these dangers!

Our Building's New Smoke-free Policy:

Effective (*Date of implementation*), all tenants will be required to sign a smoke-free lease addendum that explains the policy that will be effective immediately for all tenants. The smoke-free policy will cover all individual units and all common areas. (*If applicable, list other smoke-free places on the property*). All residents and guests will be required to follow this policy.

Please consider this letter as notice about the changes that will be taking place on (*Date of implementation*). We hope this policy will help everyone breathe easier and live healthier.

Please have all persons over the age of 18 living in your unit sign the enclosed form and return it to management within one week. If you have any questions about this policy, please contact management.

Thank you,

(Property Manager/Owner)

SMOKE-FREE HOUSING SURVEY

Dear Tenant(s):

Many apartment building owners are exploring strategies to create healthier environments within their buildings. Some are choosing to adopt smoke-free policies for a number of reasons: People who already suffer from an illness, such as asthma, chronic bronchitis, heart disease, diabetes or cancer, are particularly susceptible to the effects of secondhand tobacco smoke. Young children are also especially vulnerable to the dangers of breathing secondhand smoke, and on average are exposed to more of it than adults.

To better ensure the health and safety of all persons living here, we are considering adopting a smoke-free policy. We would like to know your thoughts!

Please fill out the survey below and return it to the leasing office by _____.

Note: This survey will be completely anonymous. Please do not write your name or apartment number on this survey.

Cut here X-----

Please select the answer that best describes you.

1. Do you or someone who lives with you smoke cigarettes or other tobacco products?
Every Day Some Days Not at all

2. Do you allow people, including yourself, to smoke tobacco products in your apartment?
Yes No

3. Have you smelled tobacco smoke in your home that comes from another apartment or outside?
Yes No

4. If you answered "yes" to question #3, please tell us how often you smell smoke in the space provided below. (We do not need details of specific apartments or tenants.)
If you answered "no" to question #3, please skip to question #5.

5. Are you concerned about the health effects of secondhand smoke on you or someone you live with?
Yes Sometimes No

6. Would you like this building to have a smoke-free policy that would prevent smoking inside of the apartments?
Yes No

7. Would you like this property to have a smoke-free policy that prevents smoking elsewhere on the property?
Yes No

8. If you answered yes to question #7, what type of policy would you like to have?
No smoking on patios/balconies No smoking 25 feet from windows No smoking on the entire property

Comments:

Thank you for taking the time to complete this survey. Your opinion is greatly appreciated.