



A Manager's Guide to Smoke-Free Housing Policies

PROTECT THE HEALTH OF RESIDENTS | MAKE YOUR PROPERTY SAFER | SAVE MONEY



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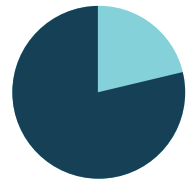
A MANAGER'S GUIDE TO SMOKE-FREE HOUSING POLICIES

Across the country, apartment owners, managers, and residents are adopting smoke-free or tobacco-free policies. In this guide, you can learn about the benefits of smoke-free policies for multi-unit housing and get helpful tips on how to implement policies that are legal and enforceable.

Smoke-free housing protects the health of residents by decreasing exposure to harmful secondhand smoke. Also, apartment owners and managers reap the benefits of more efficient and less expensive unit turnovers, potentially lower insurance premiums, and reduced risk of fires.

Smoke-free policies are legally permissible and can be a marketing advantage for attracting and retaining residents. More than 80 percent of people living in the Austin area do not use tobacco, and a 2011 survey conducted by the Austin/Travis County Health and Human Services Department found that 77 percent of renters in Travis County would prefer to live in tobacco-free housing.¹ Surveys from around the country indicate as many as 50 percent of residents are willing to pay more for smoke-free housing.^{2,3}

This guide highlights scientific and technical findings about the dangers of secondhand smoke, the current legal environment, and options and resources for landlords and property managers interested in adopting smoke-free or tobacco-free policies. If you are a tenant interested in smoke-free properties, take the opportunity to share this guide with your property manager and visit **www.LiveTobaccoFreeAustin.org/Tenants.php** for more resources.



77%
of renters in Travis County
would prefer to live in
tobacco-free housing.

THE FACTS ABOUT SECONDHAND SMOKE

“THE SCIENCE IS CLEAR; SECONDHAND SMOKE IS NOT A MERE ANNOYANCE, BUT A SERIOUS HEALTH HAZARD.” – DR. RICHARD CARMONA, 17TH U.S. SURGEON GENERAL (2006)

Secondhand smoke, which is the combination of smoke given off by a burning tobacco product and smoke exhaled by a smoker, contains more than 7,000 chemicals. At least 69 of these chemicals are known to cause cancer.⁴

The California Air Resources Board classified secondhand smoke as a “toxic air contaminant” similar to diesel exhaust and benzene,⁵ and the U.S. Environmental Protection Agency classified secondhand smoke as a Group A carcinogen; Group A carcinogens are substances for which there is no safe level of human exposure.⁶

After decades of research on its health effects, we now know “exposure of adults to secondhand smoke has immediate adverse effects on the cardiovascular system and causes coronary heart disease and lung cancer.”⁷ Exposure to secondhand smoke raises the risk of heart disease by at least one quarter (25 to 30 percent)⁸ and also increases the risk of lung disease, cancer, and stroke.

In Texas, 4,300 nonsmokers die each year from exposure to secondhand smoke,⁹ which may occur at home, work, or public places. Children, the elderly, and those with a chronic disease or disability are particularly at risk of developing a health issue due to secondhand smoke exposure. Children exposed to secondhand smoke in their homes are twice as likely to develop and continue to suffer from asthma.¹⁰



Cigarette smoke contains more than

× **7,000** ×

chemicals, including cyanide,
mercury, lead, arsenic, and
formaldehyde.

KEEPING THE AIR CLEAN

IN MULTI-UNIT HOUSING, UP TO 65 PERCENT OF AIR WITHIN A UNIT CAN BE LOST THROUGH LEAKAGE TO ANOTHER UNIT, HALLWAY, OR EXTERIOR.

Secondhand smoke in multi-unit housing cannot be reliably controlled using a ventilation system or other engineering device. A smoke-free policy is important to protect individuals from involuntary exposure to secondhand smoke.

The impetus to adopt smoke-free policies is due to the inability otherwise to protect against involuntary exposure to secondhand smoke in multi-unit buildings. Tobacco smoke seeps between adjoining units and throughout all areas of buildings through light fixtures, ceiling crawl spaces, cracks in walls, plumbing, shared ventilation, and doorways.¹¹ The Center for Energy and the Environment found that up to 65 percent of air within a unit can be lost through leakage to another unit, hallway, or exterior.¹²

According to the American Society of Heating, Refrigeration and Air-Conditioning Engineers, the organization that sets the standards for indoor air quality, “[a]t present, the only means of effectively eliminating health risks associated with indoor exposure is to ban all smoking activity.”^{13,14}

The 2006 U.S. Surgeon General’s report on secondhand smoke also supported the adoption of smoke-free policies in multi-unit housing as the only way to protect residents against involuntary exposure.¹⁵ The report warned against relying on air purifiers.¹⁶ Even though often touted as a solution to secondhand smoke exposure, air purifiers are not designed to remove toxic particles from tobacco smoke and are ineffective.¹⁷

In 2009, The Surgeon General’s Call to Action to Promote Healthy Homes called for the elimination of secondhand smoke in order to protect residents from health hazards in the home.¹⁸ This report built on the Surgeon General’s 2006 conclusion that “there is no risk-free level of exposure to secondhand smoke.”¹⁹



Tobacco smoke seeps between adjoining units and throughout all areas of buildings through light fixtures, ceiling crawl spaces, cracks in walls, plumbing, shared ventilation, and doorways.”

PROTECTING YOUR PROPERTY

APARTMENT OWNERS CAN SPEND TWO TO FIVE TIMES
MORE TO TURN OVER A UNIT WHERE A SMOKER HAS LIVED.

In addition to the health benefits, adopting smoke-free policies can protect your residents and property against fires and other damage, and reduce operating and maintenance costs.

Landlords and apartment managers commonly incur extra labor and expenses when preparing units for new tenants if the former resident allowed smoking in the unit.

As shown in the table below, unit turnover expenses can be two to five times more if the unit had been occupied by a smoker. The National Multi-Unit Housing Council supports these estimates, saying “[it] is markedly more expensive to turn a unit where a smoker resided. Some estimates suggest that cleaning walls, carpets, appliances and fixtures exposed to smoke can add \$400 to \$3,000 to unit turnover costs, depending on the length of residency and how much the resident smoked in the unit.”²⁰

APARTMENT TURNOVER COSTS

NONSMOKING UNIT			SMOKING UNIT		
Labor	12 Hours x \$35/Hour	\$420	Labor	30 Hours x \$35/Hour	\$1,050
Paint	3 Gallons	\$60	Paint	4 Gallons	\$80
Ceiling Paint	2 Gallons	\$40	Ceiling Paint	3 Gallons	\$60
Carpet Shampoo		\$50	Carpet Shampoo		\$50
			Primer		\$100
			Replace Rug Burns*		\$600
			Replace Laminates*		\$800
Total: \$570			Total: \$1,340–\$2,740		

*Costs depend on carpet and countertop conditions.

Sources: Information and Analysis from state of Maine Sanford Housing Authority (2004) and Auburn Housing Authority (2006).

PROTECTING YOUR PROPERTY, CONT'D.

Smoking was responsible for one out of four fatal fires in multi-unit housing in 2008²¹ across the nation and cause an average of \$326 million in property loss per year, according to the U.S. Fire Administration.²² In 2011, a record 17 percent of fires in Austin, Texas were caused by cigarettes.²³ These fires displaced hundreds of families and caused an estimated \$75,000 to \$840,000 in property damage per fire.^{24,25}

The National Multi-Unit Housing Council advises that property insurance premiums may be discounted as much as 10 percent for smoke-free properties due to the reduced risk of accidental fire.^{26,27} Any rate reductions should be negotiated with your insurance carrier.



A record 17 percent of fires in Austin in 2011 were caused by cigarettes and resulted in \$75,000 to \$840,000 in property damage per fire.

BENEFITS OF SMOKE-FREE HOUSING



Some carriers will provide a discount on property insurance premiums for smoke-free properties.

LEGAL ISSUES

“THERE IS NO MORE FUNDAMENTAL RIGHT TO SMOKE CIGARETTES THAN TO SHOOT UP OR SNORT HEROIN OR COCAINE OR RUN A RED LIGHT.”²⁸

A central concern of landlords and property managers is whether it is legally permissible to enact smoke-free or tobacco-free policies, especially policies that would extend inside a resident’s unit. As an apartment owner or manager, you do have the legal right to restrict or prohibit smoking on your property, both indoors and outdoors.

Smoke-free environments are not only legal, but also they are required in certain circumstances. Austin’s Smoking in Public Places Ordinance (SIPPO) requires enclosed common areas of apartment buildings such as lobbies, stairwells, elevators, and laundry rooms to be smoke-free because they are considered workplaces.³¹ Landlords and property managers should ensure these areas are smoke-free while they consider additional measures.

Not only do landlords and property managers have the legal right to restrict tobacco use on and within their property, they may actually be liable for failing to protect those affected by secondhand smoke.³² Extensive case law demonstrates landlords and property managers can be held liable under various common law theories including breach of warrant of habitability, breach of covenant of quiet enjoyment, nuisance, trespass, negligence, constructive eviction, and harassment.³³

Landlords and property managers may also be legally obligated to accommodate individuals suffering from secondhand smoke. The Federal Fair Housing Act prohibits discrimination in housing for individuals with disabilities, including those who suffer severe breathing problems exacerbated by secondhand smoke.³⁴ An individual with a disability is entitled to “reasonable accommodation,”³⁵ and a smoke-free policy provides the best solution to problems encountered by secondhand smoke infiltration.



SMOKING IS NOT A PROTECTED RIGHT.

According to a legal review of the U.S. Constitution and every state constitution by the Massachusetts Supreme Court, it was determined that no constitutional protections exist for smokers.²⁹

SMOKE-FREE POLICIES ARE NOT DISCRIMINATORY.

Addiction to nicotine is not considered a disability.³⁰ Smokers are not provided legal protection under the Americans with Disabilities Act, the Federal Fair Housing Act, or other pieces of federal or state legislation.

LEGAL ISSUES, CONT'D.

A LEASE ADDENDUM IS REQUIRED.

Because a smoke-free or tobacco-free policy would considerably change the terms and conditions of renters' lease agreements, a lease addendum is required in order to enact a policy. A policy that also restricts smokeless tobacco products may be more vulnerable to a legal challenge, as smokeless tobacco products do not present with the same risk to others as secondhand smoke.

CONSIDER A SMOKING DISCLOSURE STATEMENT.

A smoking disclosure statement can be useful while making the transition to a smoke-free property. It would inform new residents signing a smoke-free lease addendum that they may experience smoke from other residents whose leases have not yet come up for renewal. A smoking disclosure statement can assist with enforcement issues and can reduce liability during and after implementation.

SMOKE-FREE POLICIES FOR PUBLIC HOUSING ARE ADVISED.

The U.S. Department of Housing and Urban Development (HUD) strongly encourages managers of affordable housing properties,³⁶ as well as public housing authorities,³⁷ to develop a smoke-free environment by making changes to house rules or by changing the lease language. Changing the model lease provided by HUD requires approval by the department's regional office.³⁸

- (9) WORKPLACE means an enclosed area in which employees work or have access during the course of their employment.

Source: Ord. 20050303-05.

§ 10-6-2 SMOKING PROHIBITED.

- (A) A person commits an offense if the person smokes in a public place.
- (B) A person commits an offense if the person smokes in an enclosed area in a building or facility owned, leased, or operated by the City.
- (C) A person commits an offense if the person smokes in an enclosed area of a workplace.
- (D) A person commits an offense if the person smokes within 15 feet from an entrance or openable window of an enclosed area in which smoking is prohibited.
- (E) The owner or operator of a public place commits an offense if the person fails to take necessary steps to prevent or stop another person from smoking in an enclosed area in a public place.

Source: Ord. 20050303-05.

AUSTIN'S SMOKING IN PUBLIC PLACES ORDINANCE (SIPPO)

This ordinance requires enclosed common areas of apartment buildings such as lobbies, stairwells, elevators, and laundry rooms to be smoke-free because they are considered workplaces.³¹

IMPLEMENTING A POLICY

ENACTING A SMOKE-FREE OR TOBACCO-FREE POLICY IS SIMPLE.
WE RECOMMEND FOLLOWING THESE STEPS:

1. DEVELOP YOUR POLICY.

What areas of the property should be covered?

Landlords and property managers can tailor a smoke-free or tobacco-free policy to meet their specific needs. First, consider where you want to prohibit smoking or tobacco use. Choose any and all areas where you want the policy to apply:

- Everywhere on the property, inside and outside
- Inside residents' units
- Outdoor exclusive-use areas (individual balconies, patios, etc.)
- Outdoor common areas (pool, parking lot, greenspaces, etc.)
- Outdoors within a "reasonable" distance from building entrances, such as 15 to 25 feet, to prevent smoke from entering another resident's open windows or doors

Designated smoking areas:

Another option is to designate an outside smoking area on the property. It is important to consider how close the area is to other restricted places and how a designated smoking area might impact neighboring properties.

When should the policy go into effect?

Consider implementing the policy before key lease signing periods such as prior to the start of a school year. If most residents are on a month-to-month lease, the policy can be implemented much more quickly.

How will residents react?

Austin's Smoke-Free Housing Implementation Program staff can provide assistance if you're interested in assessing the impact of smoke-free policy options to your residents.

KEEP IN MIND

In Austin, indoor common areas, including lobbies, hallways, recreation rooms, laundry rooms, stairwells, and elevators, must be smoke-free because they are considered workplaces and are covered by the city's Smoking in Public Places Ordinance.

IMPLEMENTING A POLICY, CONT'D.

2. COMMUNICATE THE POLICY.

Notify residents.

At least 60 days prior to when the new policy will go into effect, notify residents. Provide specific details about the policy, as well as the date it goes into effect. This ensures adequate time for individuals to become accustomed to the policy and provides adequate legal notification for residents not wishing to renew their leases.

Educate your staff about the smoke-free or tobacco-free policy.

Before the policy goes into effect, educate your staff about it so they will understand why the policy is being implemented and how to enforce it. Also, provide staff and residents with information about tobacco cessation resources that are available to those who may see the policy as an opportune time to quit.

Order and post signage before the date the policy goes into effect.

Install signage in common areas and outdoor locations where the policy applies. Signage provides a friendly reminder and educates guests, visitors, and new staff who might be unaware of the policy.

Send residents final notification.

Immediately before the policy takes effect, send a final notification of the policy to all residents. Encourage residents with time remaining on their leases to sign the lease addendum.

3. IMPLEMENT THE POLICY.

Require every new resident and every renewing resident to sign the smoke-free lease addendum.

4. MARKET THE POLICY.

People desire to live in smoke-free properties. Advertise your property as smoke-free or tobacco-free when units become available and ensure that listing agents or websites specify the policy. Notify **www.LiveTobaccoFreeAustin.org** to be placed on the Austin Smoke-Free Housing map.



NOTIFICATION REQUIREMENTS

The law requires property managers to provide adequate notification of changes to lease terms.

Notify residents at least 60 to 90 days prior to when the new policy will go into effect. The notification period will depend on resident lease renewal requirements. Add 30 days to the number of days' notice residents are required to give before moving out.

NOTIFICATION TIP

Consider notifying lease co-signers, too, as they can be held accountable for damage done in violation of the lease terms.

TIME TO QUIT

When notifying residents of the smoke-free policy or educating residents and staff about the policy, provide information about cessation resources. Visit **www.LiveTobaccoFreeAustin.org** for information about cessation resources in our community.

ENFORCEMENT

NO-SMOKING RULES ARE LARGELY SELF-ENFORCING. THE FOLLOWING TIPS CAN HELP TO AVOID ENFORCEMENT ISSUES, AS WELL AS TO ADDRESS VIOLATIONS WHEN THEY OCCUR.

1. ADVERTISE THE BUILDING AS SMOKE-FREE.

A smoke-free building will attract individuals looking for a smoke-free environment and those who only smoke outdoors. Promote the policy in materials such as lease applications, apartment search companies, mailings, etc., to appeal to residents who will uphold the policy.

2. POST SIGNAGE.

Signage informs potential residents of the building's policies. When a unit is being shown to prospective residents, take the opportunity to discuss the smoke-free policy.

3. LEASE ADDENDUM.

When the lease and lease addendum are being signed, discuss the policy and consequences of violating the lease terms.

4. FINANCIAL LIABILITY.

Inform residents and co-signers that they are financially responsible for repairing tobacco-related damage.

5. ENFORCE THE POLICY PROMPTLY AND CONSISTENTLY.

Enforce the smoke-free or tobacco-free policy like all other policies. When a complaint is received, ask the resident to document the incident in writing in as much detail as possible. Act on every complaint, providing written notification to the resident of the reported violation, the policy, and future consequences of continued violations. Document everything!



Post smoke-free or tobacco-free signage in areas where the policy applies. When a unit is being shown to prospective residents, take the opportunity to discuss the policy.

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SAMPLE DOCUMENTS

PLEASE VISIT WWW.LIVETOBACCOFREEAUSTIN.ORG

The following documents are sample documents of the various tools necessary to support a smoke-free policy. Content should reflect the specific policy adopted. Editable PDFs of these documents are available from the Austin Smoke-Free Housing Implementation Program staff.

CONTENTS

- Notification Letter
- Lease Addendum
- Smoking Incident Report
- Compliance Letter
- Smoking Policy Disclosure Form

SAMPLE NOTIFICATION LETTER

PLEASE VISIT WWW.LIVETOBACCOFREEAUSTIN.ORG

[Date]

Dear Resident:

This letter is to inform you of management's decision to implement a non-smoking policy on the property.

We have decided to implement this policy to protect the health of our residents, our staff, and guests. Because there is no safe level of smoke exposure, and because air inside the building is exchanged between units through doorways, windows, wall joints, plumbing spaces, and light fixtures, a smoke-free policy is the only way to ensure the health of everyone.

Beginning **[insert effect date]**, all new residents and residents renewing their leases will be required to adhere to the new No-Smoking Policy, which applies to residents, staff, and guests:

- No smoking is permitted anywhere within the building including individual units, the fitness room, the laundry room, and stairwells;
- No smoking is permitted in outside common areas such as the pool and picnic area;
- No smoking is permitted on private decks or patios; and
- No smoking is permitted anywhere within **[insert distance]** feet of the building to protect against smoke entering the building through doorways, fresh air intakes, or windows.

Residents with leases expiring after the policy takes effect will be grandfathered in under their current leases' terms and conditions, though we are asking for everyone's voluntary compliance. Individuals will have to sign the No-Smoking Lease Addendum in order to renew their lease.

All residents wishing to renew their lease will be required to sign the No-Smoking Lease Addendum 45 days prior to the end of their current lease. Failure to provide management with the signed No-Smoking Lease Addendum 45 days prior to the end of the lease period will be interpreted as the resident's notification to management of intention to vacate premises at the end of the lease.

Please read the attached No-Smoking Lease Addendum thoroughly. Residents with a lease expiring before the effect date of the policy (including residents with month-to-month leases) are required to sign this addendum and return it to the leasing office by **[insert date prior to effect date of policy]**.

If you are interested in learning more about the benefits of a smoke-free environment, please visit livetobaccofreeaustin.org. This website also provides cessation resources for individuals wishing to quit smoking.

Please contact **[insert name and phone number]** if you have any questions regarding this policy.

Sincerely,

Management

SAMPLE LEASE ADDENDUM

PLEASE VISIT WWW.LIVETOBACCOFFREEAUSTIN.ORG

No-Smoking Policy – Lease Addendum

TENANT'S NAME: _____ PROPERTY: _____ UNIT#: _____

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). The following additional terms, conditions, and rules 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 Property Rules and 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 or within 25 feet of any of the common areas such as the stairwells, patios, playgrounds, laundry rooms, office, and community room 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, playgrounds, and in conspicuous places adjoining common areas 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 lease. 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 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 this Addendum.

SAMPLE LEASE ADDENDUM, Cont'd.

PLEASE VISIT WWW.LIVETOBACCOFFREEAUSTIN.ORG

- 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 Rules and the Lease. A material breach of this Addendum shall be a material breach of the Lease and will be good cause for immediate termination or non-renewal of the Lease by the Landlord. Additionally, if Tenant should breach this Addendum, Tenant shall reimburse Landlord for any and all expenses incurred to restore the unit to a smoke-free condition.
- 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 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 and Rules.

[Optional Paragraph for Existing Rental Communities that Adopt No-Smoking Policies]

- 10. Effects on Current Tenants.** Tenant acknowledges that current tenants residing in the complex under a prior lease may 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.

OWNER / OWNER'S AGENT

(AGENT)

(DATE)

TENANT(S)

(TENANT)

(DATE)

(TENANT)

(DATE)

SAMPLE SMOKING INCIDENT REPORT

PLEASE VISIT WWW.LIVETOBACCOFFREEAUSTIN.ORG

Information of Person Reporting Smoking Incident

BUILDING: _____ UNIT NO: _____ DATE: _____

RESIDENT REPORTING: _____

RESIDENT'S CONTACT INFORMATION: _____

This notice is to inform management of [insert property name] of a smoking incident:

Description of incident:

☐ Smoke coming into rental unit

☐ Smoking observed in indoor common area

☐ Smoking observed in outdoor area

☐ Other: _____

Remarks/Detailed Description:

Please return this form to management.

(RESIDENT SIGNATURE)

(DATE)

SAMPLE COMPLIANCE LETTER

PLEASE VISIT WWW.LIVETOBACKOFFREEAUSTIN.ORG

[Date]

Dear **[insert name of resident]**:

We are writing to inform you of a smoking complaint made against you. As stated in your lease with **[insert name of management company]**, our no-smoking policy is **[insert no-smoking policy]**.

On **[insert date and time of reported violation]**, you were **[insert “reported” or “observed”]** to be smoking, which is in violation of the lease. **[Insert any other reported information.]**

We take seriously reports of smoking violations. **[Insert name of management company]** has a policy of escalating enforcement measures to address repeated violations of lease terms. **[Insert specific enforcement procedures.]** Continued violations could result in the termination of your lease.

In order to be compliant with the lease terms, smoking is only allowed **[insert locations where smoking is allowed including any designated smoking areas or established distance from building]**.

We are committed to the health of our residents and wish to inform you about cessation resources available to the community. These can be found at **www.LiveTobaccoFreeAustin.org**.

If you have questions or concerns, please contact us at **[insert name and phone number]**.

Thank you,

Management

SAMPLE SMOKING POLICY DISCLOSURE FORM

PLEASE VISIT WWW.LIVETOBACCOFREEAUSTIN.ORG

“Smoking” is defined as inhaling, exhaling, burning, or carrying any lighted cigarette, cigar, pipe, water pipe, plant, or other object giving off tobacco smoke or other combustible substance in any other manner or form.

This form provides written disclosure of the smoking policy at

ADDRESS: _____

The smoking policy for this property is:

☐ Smoking is not allowed on the entire premises

☐ Smoking is not allowed: [CHECK ALL THAT APPLY]

☐ Inside all units

☒ Inside all common areas, such as hallways and laundry rooms¹

☐ Outside within _____ feet of the building

☐ Outside on porches, patios, and yards adjacent to the units

☐ Other: _____

☐ Smoking is allowed in the designated outdoor smoking area, located: _____

☐ Smoking is permitted on the entire premises, excluding indoor common areas¹

Acknowledgements:

I have read and understand the smoking policy described above and agree to comply with the smoking policy at

ADDRESS: _____

TENANT PRINTED NAME: _____

TENANT SIGNATURE: _____ DATE: _____

LANDLORD/OWNER'S REPRESENTATIVE PRINTED NAME: _____

SIGNATURE: _____ DATE: _____

¹The City of Austin Smoking in Public Places Ordinance (SIPPO), effective September 1, 2005, prohibits smoking in enclosed public spaces, such as hallways, laundry rooms, and recreation rooms, when they serve as a workplace for one or more individuals.

CONTACT INFORMATION

The City of Austin's Smoke-Free Housing Implementation Program staff is available to help you develop and implement your policies. Contact Live Tobacco Free Austin staff for additional information regarding tobacco-free multi-unit housing and assistance. You can also visit **www.LiveTobaccoFreeAustin.org/housing.php**.

Live Tobacco Free Austin
Chronic Disease Prevention and Control Program
Austin/Travis County Health and Human Services Department
(512) 974-6468
info@livetobaccofreeaustin.org

Created by Robert Anderson & Pamela Larson
Community Transformation Grant Planners

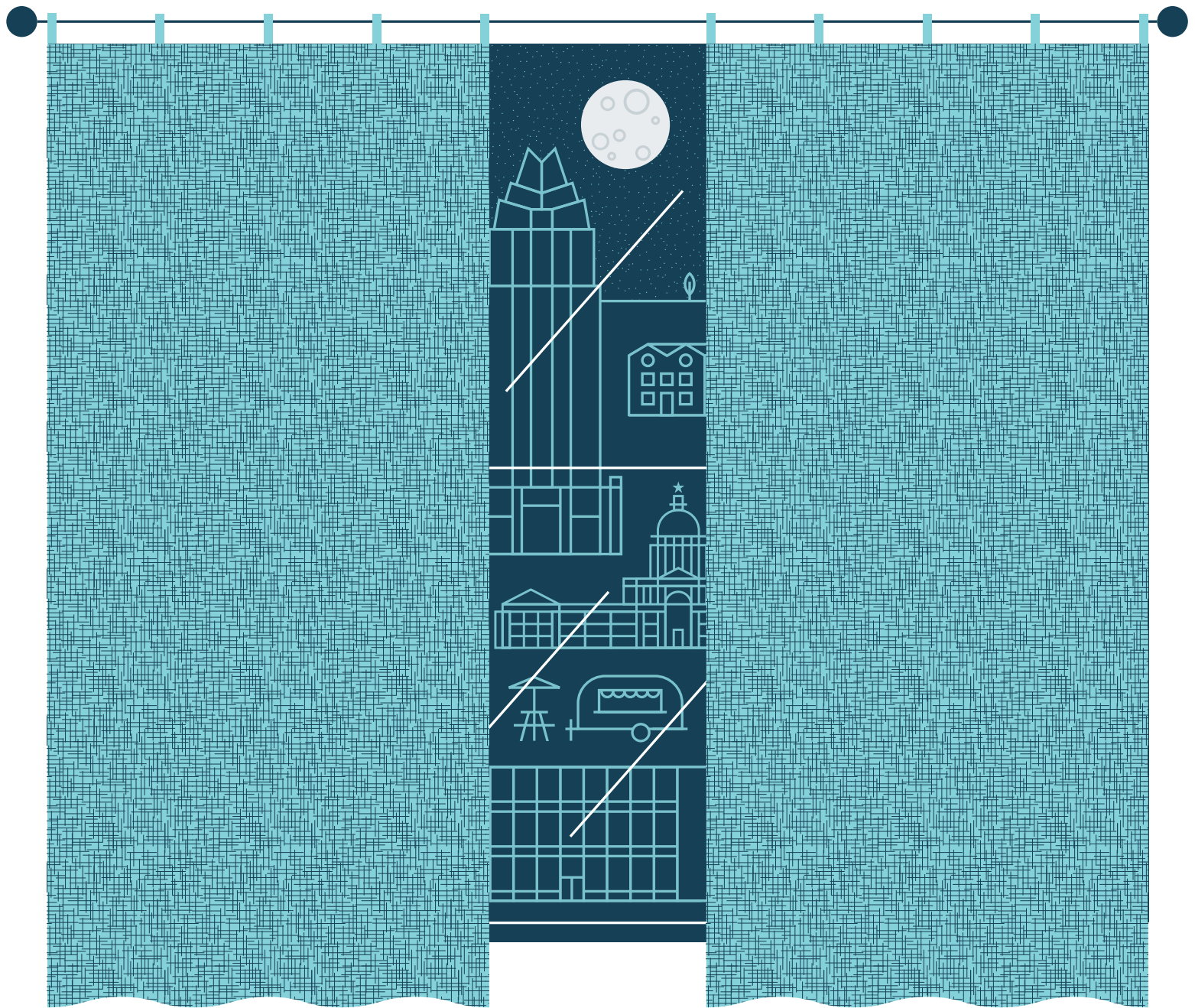
GENERAL DISCLAIMER

This guide is provided as an educational tool only and is not to be construed as legal opinion or as a substitute for obtaining legal advice.



Made possible with funding from the Centers for Disease Control and Prevention and Austin/Travis County Health and Human Services Department.

Updated 2014.



HERE'S TO ANOTHER CLEAR DAY IN AUSTIN.

