

# **New York Landlord Smoke-Free Housing Toolkit**

**A Cleaner Building**

**Happier Tenants**

**A Smart Investment**



**SmokeFreeHousingNY.org**

## **Dear Property Owner:**

The following toolkit is designed to help you successfully adopt and enforce a no-smoking policy for your residential building or complex. Whether you are launching a new property or changing the policy for an existing one, going smoke-free protects both the value of your property and health of your residents.

**Congratulations on making the decision to go smoke-free.**

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## Getting Started

### ◆ Consider your situation and reasons for adopting a no-smoking policy

While it is easiest to adopt no-smoking policies in new buildings, existing buildings or complexes can also be converted through planning and tenant preparation. Clarifying the reasons you wish to implement the policy will assist you as you talk to residents about the upcoming changes.

### ◆ Prohibiting smoking in your building(s) will:

- **Protect and maintain the value of your property** by lowering the cost of refurbishment and repair, making it more desirable to new tenants and preventing cigarette-caused fires.
- **Protect all residents** from the proven hazards of secondhand smoke exposure which is especially important for children, the elderly, asthma sufferers, or anyone with a medical condition.
- **Protect you from potential lawsuits** brought by residents exposed to unwanted secondhand smoke exposure.

### ◆ What you should know:

- No-smoking policies are legal in the State of New York and non-discriminatory.
- There is no constitutional right to smoke.
- Definition: A smoke-free policy bans the carrying or use of a burning tobacco product by any resident, relative, visitor, or worker within any common or private area of the building/complex.
- Smoke-free residence policies are generally self-enforcing as long as all residents are clearly informed of the policies.
- The steps and challenges to adopting no-smoking policies will vary by housing type. **Market-rate** apartments and non-profit affordable housing protocols are fairly simple. **Co-ops and condos** change rules through their respective boards and associations. **Affordable housing** governed by local housing authorities need to abide by the rules of the local authority, and **rent-stabilized** leases currently offer little room for smoke-free policy adoption.

### ◆ Know the protocol for change for your building-type and the areas you would like the policy to cover:

- As mentioned above, know how the lease or rules are changed for your particular building type and the tenants you serve.
- Decide which areas the policy will cover:
  - Individual units: Covering all residential units ensures that smoke cannot drift from one unit to another unit in the building.
  - Buildings: One or more buildings in a complex of buildings.
  - Outdoor areas: Depending on your location you can choose to prohibit smoking on all outdoor areas connected with your property (balconies, terraces, entryways, entire outdoor property), limit smoking to specified areas, or allow all outdoor smoking. For example, limiting smoking to a specified distance from the building can help reduce smoke drifting back into windows and reduce cigarette product litter on your property.

## Implementation Tips

### ◆ Know the facts

- Secondhand smoke is a known carcinogen with no established risk-free level of exposure.
- Unwanted secondhand smoke travels from unit to unit within multi-residence buildings, exposing tenants, not just the smoker, to the dangers of secondhand smoke. Tobacco smoke cannot be adequately contained or vented; prohibiting smoking is the only safe way to prevent exposure.
- Breathing secondhand smoke places residents at greater risk for lung cancer, heart disease, asthma attack, breathing difficulties, sinus and bronchial illnesses. Even pets can be made ill by secondhand smoke.
- Pregnant women, babies, children, the elderly and those with chronic or short term illnesses are particularly vulnerable to secondhand smoke dangers and irritation.
- Tobacco smoke and product use significantly increases landlord cleaning and repair costs.
- A majority of New Yorkers favor no-smoking policies where they live.
- A minority (approximately 18%) of NYS adults currently smoke.
- Across the country, tenants are taking legal action against landlords that allow exposure to unwanted secondhand smoke exposure from others.
- Smokers are not a protected class under the 1964 civil rights law.
- Smoking is not a guaranteed right under the US constitution.
- Smoking is not a disability and not protected under the Americans with Disabilities Act.
- Landlords, under most conditions, have the right to adopt no-smoking policies.
- A no-smoking policy prohibits the act of smoking and does not prevent smokers from living on the premises.

### ◆ Involve tenants and staff

- Include tenants and building staff in discussions about smoke-free policy adoption.
- Provide them with the health and property value rationale for the policy.
- Discuss implementation ideas.

Including residents in the process can build support and help prepare everyone for the transition.

- Start by talking to residents about your plan to adopt a no-smoking policy. (Co-ops and Condos should discuss policy adoption at their respective co-op board and condo association meetings.) Chances are the majority of residents would prefer a smoke-free environment.
- Consider conducting a survey to get input from residents about their preferences.
  - Assess how many residents smoke, smoke inside their residential unit, are bothered by secondhand smoke, or favor a no-smoking policy.
  - Review the findings; responses may show valuable support for the policy and provide insight into successful policy construction and implementation.
- See Appendix for Tenant Survey Sample One and Tenant Survey Sample Two.

## ◆ Have a clearly defined policy with clear implementation dates

- Decide exactly where smoking will be prohibited inside and outside of the residential building.
- Write these into the lease and lease addendums.
- Specify, through written communication, exactly when the new policy will be in place, giving adequate notice between policy notice and implementation. Make sure that every resident is aware.

## ◆ Communicate with tenants throughout the implementation process

After you have reviewed the tenant survey results and made clear decisions about where, when, and how smoking will be prohibited, begin to let your residents know. It's important to begin communicating with residents both verbally and in writing to give them adequate notice of the upcoming no-smoking policy. This will give people time to adjust and can improve compliance.

- Send a very positive letter to each resident about the new policy. (see Resident Notification Letter Sample One and Resident Notification Sample Two)
  - Ensure that all building and maintenance workers are aware of the letters and how to respond to questions.
  - Request a signed confirmation that residents have received and read the letters.
- Send a copy of the new lease addendum to all residents containing the new no-smoking policy. (see No-Smoking Lease Addendum Sample One and No-Smoking Lease Addendum Sample Two)
- Provide a summary memo/ Q&A of the new rules. (see Resident Memo Sample One and Resident Memo Sample Two)
- Provide a follow-up letter to those who have not signed the initial letter or the new lease agreement when it is requested.

### **A note about implementation:**

If the current lease specifies that changes can occur between lease renewals, then the landlord may implement the policy for all residents according to the lease terms. If there is no clause allowing for lease change between renewals, then the no-smoking policy can only be applied at the time of lease renewal unless the tenant volunteers to agree to the policy prior to renewal.

The lease also may have a specific provision for changing “house rules” for common areas so that a smoke-free common areas policy could be implemented sooner.

### **A note about “grandfathering” smokers:**

In some cases, the landlord may choose to “grandfather” current smokers. This means that they will be allowed to continue to smoke in their units until the tenant vacates the property. The smoke-free policy would apply to all new and/or currently non-smoking tenants.

- Under new lease terms, if you choose to “grandfather” smokers, the ability to smoke extends only to the resident and not to friends, visitors or relatives.

- Work with the smoker and building maintenance to ensure that as much secondhand smoke drift as possible is contained within the smoker’s unit, such as patching cracks in walls and sealing all areas around plumbing fixtures and electrical outlets.
- This situation is not ideal, as someone, usually a non-smoker, will be living near the smoker and will continue to be exposed to secondhand smoke after the no-smoking policy is passed. Grandfathering may create tension between smoking and non-smoking residents.

See the Appendix for sample letters and lease addendums. Always check with your lawyer as you finalize your new no-smoking policy language for residents’ leases and/or agreements.

### ◆ **Post signage**

- Post signs in the lobby and all common areas to remind tenants of the policy. (see Appendix for Sign Samples)
- Signs are important for reminding visitors and work personnel that a no-smoking policy exists.

### ◆ **Identify places where smokers can smoke**

- If an outdoor smoking area is designated in the policy, choose a location where smoke will not drift into the building and clearly identify that outdoor area.

### ◆ **Promote your building**

- Promote your smoke-free building on the [www.smokefreehousingNY.org](http://www.smokefreehousingNY.org) website.
- Promote your building’s smoke-free status in all advertising and with realtors.
- Place signs at the entrance announcing its smoke-free status.
- Encourage your realtor to add a “smoke-free” drop-down selection to their property search websites
- Talk about your building at community board and other community meetings.

### ◆ **Provide resources for quitting**

- Most smokers want to quit. Provide quit resources for residents who smoke. (see Appendix for Quitting Resources)

## Enforcement Tips

- ◆ **Put the no-smoking rule in the lease agreement** and read through the rule with tenants as they sign their lease. Smoke-free residence policies are generally self-enforcing as long as all residents are clearly informed of the policies.
- ◆ **Respond promptly to complaints of secondhand smoke incursion**, as you would if one of your residents had requested maintenance. Courts have interpreted responding to secondhand smoke incursion as a duty under New York law. The smoke-free addendum reinforces this obligation of the Property Manager or Owner. If you fail to address concerns, other residents might start violating the smoke-free policies as well.
- ◆ **Post signs** as a reminder. They can be your voice.
- ◆ **Educate all staff** about the policy so they can answer questions for residents correctly.
- ◆ **Address the concerns of your residents** in a timely manner. Resolution of problems in a timely manner will stop others from arising. If you take the obligation to enforce your policies seriously, residents are less likely to test the policies.
- ◆ **Try to resolve all disputes amicably.** If the policy is violated, issue three written warnings before proceeding with eviction procedures. Have the resident sign these warnings and return them to you in order to create a written record of your attempts to resolve the issue.
- ◆ **Uniformly and promptly enforce your policies.** Some courts have held that an unwillingness to enforce a policy (such as a pet policy) may constitute a waiver of that policy and bar subsequent enforcement.
- ◆ **Include a provision in your lease** stating that waivers can only be made in writing. This will further support you in the event one of your residents argues that the smoke-free policy has been waived due to a lack of prior enforcement.

*In a building where a no-smoking policy is phased in gradually, special considerations will have to be made:*

- ◆ If a problem arises involving a resident whose lease does not yet contain the smoke-free clause, kindly **ask the resident to smoke outside or ventilate** the residence while smoking indoors. You can also take measures to insulate the smoking and nonsmoking residents' units in order to restrict transfer of secondhand smoke from one unit to another.
- ◆ If necessary, **attempt to relocate residents** who smoke in their unit to a separate part of the building in order to prevent secondhand smoke transfer. You may have to offer incentives in order to get agreement to move. You can also let residents who are concerned about secondhand smoke know that you're working on a smoke-free policy that will help address their concerns. In the meantime, you can try building modifications to help alleviate secondhand smoke drift.

# APPENDIX

## 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 \_\_\_\_\_

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### 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:

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### 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.

# No-Smoking 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. 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.

---

### **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



## No-Smoking 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. **Definition of Smoking:** "Smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other smoking device for burning tobacco.
3. **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.
4. **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.
5. **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).
6. **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.
7. **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.

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 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.
9. **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:*

10. **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)

## Quitting Resources

Consider providing your tenants with the following smoking cessation resources and information.

To find a list of clinics that offer free or low-cost counseling and other services throughout New York, call the New York State Smokers' Quitline at 1-866-NY-QUITS (1-866-697-8487) or visit [www.nysmokefree.com](http://www.nysmokefree.com).

### Tips to Quit

1. **Get Ready!**
  - Write down your reasons for quitting.
  - Put the list in a place where you will look at it often.
2. **Consider Using a Nicotine Replacement Product.**
  - Using nicotine patches, gum or medication can **DOUBLE** your chances of quitting.
  - Ask a doctor to help you find a combination that is right for you.
3. **Get a Quitting Partner.**
  - This person can be another smoker who wants to quit or a friend you can talk to.
4. **Get a Quit Date.**
  - Mark your calendar.
  - Prepare for your quit date by throwing away ashtrays and lighters.
  - When your quit date arrives, get rid of your cigarettes.
5. **Make Your Home Smoke-Free.**
  - It will help you avoid the urge to smoke.
6. **Avoid Things that Trigger Cravings.**
  - You should try to avoid alcohol, caffeine, and stress.
  - It also helps to stay away from other smokers for a while.
7. **Drink Lots of Water and Exercise.**
  - This will help you to relieve stress, lift your spirits, and improve your health!
  - Walking briskly just 30 minutes a day, at least 4 days a week, can help you.
8. **Stay Away from the First Cigarette.**
  - The craving will pass.
  - All it takes is one cigarette to get many people smoking again.

## Sign Samples

Once you have decided to go smoke-free, tell the world! Signs are an easy and effective way to catch the attention of renters seeking smoke-free living and help remind existing tenants of the new smoke-free policy and designated areas.

### Printable Signs

Below are samples of 8 ½" x 11" signs available for landlords and property managers to print and post on their smoke-free buildings and properties. Printable versions can be found at [www.smokefreehousingny.org](http://www.smokefreehousingny.org).



## **References and Resources**

*There is No Constitutional Right to Smoke*, Technical Assistance Legal Center

*A Legal Memorandum for Adoption of Smoke-Free Policies in Multi-Unit Housing*, Danielle Lange and Michelle Wildgrube, Esq.

*2006 U.S. Surgeon General's Report on Secondhand Smoke Exposure in the Home*, United State Department of Health and Human Services

*State-Specific Prevalence of Cigarette Smoking and Smokeless Tobacco Use Among Adults – United States*, 2009, Centers for Disease Control and Prevention, –  
<http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5943a2.htm#tab1>

*Smoke Signals*, Report by Susan Schoenmarklin and Jacque Petterson – [www.naahq.org](http://www.naahq.org)

MI Smoke-Free Apartments: <http://www.mismokefreeapartment.org>

◆ **For assistance or additional resources, please visit our website**  
**[www.smokefreehousingny.org](http://www.smokefreehousingny.org)**

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The Center for Public Health & Tobacco Policy (Center) is a resource for the New York tobacco control community. The Center is funded by the New York State Department of Health and works with the New York State Tobacco Control Program and its contractors to develop and support initiatives that reduce tobacco related morbidity and mortality in New York. For more information about the Center, visit <http://www.tobaccopolicycenter.org>, or contact the Center by phone 617-368-1465 or email [tobacco@nesl.edu](mailto:tobacco@nesl.edu).

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