

GOING SMOKE-FREE STEP-BY-STEP

Considering going smoke-free? Just like you may adopt a no pets policy, you can adopt and enforce a no smoking policy. While the terms of your property's lease control the process, these general steps can help you through the implementation process.

Step One: 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.
- **Outdoor areas:** Depending on your situation and location, you can choose to prohibit smoking in all outdoor areas, only allow smoking in designated outdoor areas, or allow smoking in all outdoor areas.

If you choose to designate an outdoor smoking area it should be a considerable distance away from entrances, windows, patios, balconies, and ventilation intakes. This prevents smoke from drifting into the building and prevents fires from starting in those areas.

- **Common areas:** Wisconsin law prohibits smoking in the "common areas of multiple-unit residential properties." Wis. Stat. § 101.123(2)(a)(8d). Smoking is not allowed in enclosed places of employment and public places, including, but not limited to, management offices, maintenance rooms, stairways, basements, lobbies, community rooms, laundry rooms, fitness rooms, or swimming pool rooms. Signs should be posted in common areas.

Smoke-Free Options by Level of Coverage

- ★ Building Only, Including Individual Units
- ★★ Smoke-Free Patios and Balconies
- ★★★ Smoke-Free Entrances
(at least 25ft recommended)
- ★★★★ Outdoor Designated Smoking Area
- ★★★★★ 100% Entire Property, Indoors and Out

Consider a Survey to Help Inform Your Decision

Conducting a survey serves a few purposes:

- Gathers information on who currently allows smoking in their unit
- Shows how many residents would welcome the policy
- Alerts residents that change may be ahead

Use this [sample survey](#) to send to residents.

Step Two: Modify Your Lease

- Consult with an attorney to modify this [Model Smoke-Free Lease Addendum](#) for your property.
- A smoke-free policy should:
 - Define smoking
 - List the places where smoking is and is not allowed
 - State who the policy applies to (residents, guests, staff, service persons...)
 - Set the effective date of the policy
 - Have clear enforcement procedures



Step Three: Set a Smoke-Free Date

- Set an “effect date” for the new smoke-free policy.
 - New residents and all lease renewals will be asked to sign the policy after this date.
- Notify residents you are going smoke-free with this [notification letter](#).
- There are two different strategies for converting to a smoke-free property:
 - **"Phase-in" method:** This process typically takes one year (or the length of your longest lease period). New residents who move into the building sign a smoke-free lease addendum or policy. The policy change is announced to current residents and as their leases renew, they sign a smoke-free lease addendum or policy.
 - **"Quit-date" method:** For properties with periodic or month-to-month leases, this process may only take a few of months. Decide the “effect date.” Give your residents notice of the policy change and tell them that they must sign a smoke-free lease addendum or policy by a certain date (usually a few weeks before the policy change).

Sample Timeframe

2 months out

Send residents a [notification letter](#)

45 days out

Order or print signage

30 days out

Send residents a [reminder letter](#)

Two weeks out

Post signage

“Effect date”

All new residents and renewing leases sign the smoke-free policy

SIGNING TIP: Offer an incentive to sign the smoke-free policy early. Incentives could include a discount on rent or other bonuses your property may be able to offer.

Step Four: Post Signs and Remind Residents

- Signs that remind that a policy is coming can be posted in common areas, around the property, and/or in the rental office.
- Send out a [reminder letter](#) to residents a few days prior to the policy going into effect.
- Post signs at the entrances to the buildings and anywhere else on your property where you want to ensure that no smoking occurs.
- Our sample signs on www.wismokefreehousing.com can get you started.

Step Five: Enforce Your Policy

- Enforce a smoke-free policy the way you would enforce any other lease violation.
- Check out our [going smoke-free enforcement tips](#) to increase compliance and deal with violations.

For more information on smoke-free housing visit
www.wismokefreehousing.com



Resident Letter and Survey

[Date]

Dear Valued Resident:

[Name of building management or property] is interested in continuing to provide a safe and enjoyable living experience for all residents. We have decided to review our smoking policy to determine if it should be revised to ensure a safer environment. According to the 2006 U.S. Surgeon General's Report, there is no safe or risk-free level of secondhand smoke exposure. This exposure can be particularly dangerous to children, adults and children with asthma, and people with heart or breathing problems.

We value your tenancy and would appreciate your input. Our hope is to design a policy that is equitable to our residents and provides guidance as to where smoking will or will not be permitted. A smoke-free environment would not mean that smokers cannot live in or visit [name of property]. It simply means that smoking would not be allowed in certain areas. We believe a revised policy will reduce problems and reports from residents about drifting secondhand smoke. All answers will be kept confidential.

Please complete and return the survey to [name of office, drop box, etc] by [DATE].

Thank you,

[Apartment Manager's name]

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Do you or does anyone else smoke in your unit?

(NOTE – smoking includes cigarettes, cigars and/or pipes/hookahs)

- Yes, smoking is allowed in my unit.
- No, no one smokes in my unit.

Are you experiencing secondhand smoke entering your residence from other units?

- Yes, in my entire unit.
- Yes, in parts of my unit.
- Yes, coming from other balconies/patios.
- No, I am not experiencing secondhand smoke coming into my unit.

I would prefer the following smoking rules for my building and/or property:

- 100% smoke-free property – smoking-free indoor and outdoor spaces
- 100% smoke-free buildings – includes all units and patio/balcony spaces
- 100% smoke-free building – includes all units
- Smoking allowed in all units
- I have no preference.

Comments:

Optional Information:

Name: _____ Building/Unit: _____

Phone: _____

[Date]

Dear Residents,

In order to provide a healthy and comfortable environment for our residents and guests, our property has decided to go completely smoke-free. This new policy restricts smoking in certain areas around the property. Smokers are still welcome to live in or visit residents in [name of property.] Currently, all indoor common areas are required to be smoke-free by Wisconsin's Smoke-Free Air Law.

What this new policy means for you:

Healthier environment

Secondhand smoke isn't just an annoyance, it is a health hazard. According to the 2006 U.S. Surgeon General's Report, there is no safe or risk-free level of secondhand smoke exposure. Smoke cannot be contained and can travel between units. The only way to prevent secondhand smoke seepage is by creating a smoke-free environment.

Lower fire risk

Smoking-related fires are the leading cause of fire death in the United States. Fires can start on decks and patios as well as in units. A smoke-free environment will help protect you and your personal belongings.

New Smoke-Free Policy:

- The policy covers the following areas: [insert areas where smoking is NOT allowed].
- All current residents will be required to sign the addendum during their lease renewal starting on [date].
- We anticipate the process of becoming 100% smoke-free to be completed by [date].

As our property transitions to becoming smoke-free, we are committed to providing information and resources to residents who wish to quit. Call 1-800-QUIT NOW for free quitting assistance or visit www.wiquitline.org to take a look at some tips on how to quit smoking. [Optional -We have additional quit resources and pamphlets available in the property office.]

Please have all adults living in your unit sign the enclosed form that acknowledges your understanding of this new lease term. You will not be required to adhere to the policy until lease renewal. If you have any questions about this policy, please contact management.

Thank you,

[Property Manager/Owner]

Resident Notification Letter

All adults living in your unit must sign below and return to [contact person] within one week [include further instructions on how to return if necessary]. Thank you for your cooperation.

Adult # 1

I understand and agree to abide by the smoke-free policy to begin at my lease renewal.

Name: _____

Signature: _____ Date: _____

Apartment Address: _____ Unit Number: _____

Adult # 2

I understand and agree to abide by the smoke-free policy to begin at my lease renewal.

Name: _____

Signature: _____ Date: _____

Apartment Address: _____ Unit Number: _____

Adult # 3

I understand and agree to abide by the smoke-free policy to begin at my lease renewal.

Name: _____

Signature: _____ Date: _____

Apartment Address: _____ Unit Number: _____

Adult # 4

I understand and agree to abide by the smoke-free policy to begin at my lease renewal.

Name: _____

Signature: _____ Date: _____

Apartment Address: _____ Unit Number: _____

Resident Reminder Letter

[Date]

Dear Residents,

As you know, [name of property] will be transitioning to 100% smoke-free as of [date all new and renewed leases include smoke-free policy]. All indoor common areas already are required to be smoke-free through Wisconsin's Smoke-Free Workplaces Law.

As of [date all new and renewed leases include smoke-free policy], all tenants signing new leases will be required to sign a smoke-free lease addendum that explains the policy. At this time all current tenants will be required to sign the addendum during their lease renewal process.

Current residents will not be required to follow the new smoke-free policy until signing of the addendum. We anticipate the transition to becoming smoke-free to be completed by [date all addendums will be signed]. This is the date by which all current tenants will have renewed their leases and signed the smoke-free lease addendum. All residents have the option of signing their smoke-free addendum before their lease is up for renewal.

All residents and guests will be required to follow this policy. As a reminder, the smoke-free policy will cover all individual units [include additional smoke-free areas where applicable].

After [date transition complete], please report any violations of the smoke-free policy to property management. Smoking incidence report forms can be found [location]. [Insert information on reporting procedures/options if applicable.] It is everyone's job to ensure our community is safe and enjoyable. Thank you for your cooperation in this matter. Should you have any questions regarding this new policy, please contact [insert contact information].

As our property transitions to becoming smoke-free, we are committed to providing information and resources to residents who wish to quit. Call 1-800-QUIT NOW for free assistance or visit www.wiquitline.org to take a look at some tips on how to quit smoking. [Optional - Additional quit resources and pamphlets are available in the property office.]

Sincerely,

[Property manager/owner]

Model No-Smoking Policy Lease Addendum

[Comments are indicated with italics.]

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord. This lease addendum states the following 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; and (iii) the increased risk of fire from smoking.

2. Definitions:

Smoking. The term "smoking" means the use or possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product. *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 she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

3. No-Smoking Complex. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a no-smoking 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. *[This section can be modified to indicate those areas in the complex where smoking is prohibited. If designated smoking areas are provided, they should be described here.]*

4. Determining tenant violation of no smoking policy. Examples of violations include, but are not limited to:

- Staff witnesses a tenant, tenant's guest, family member, or service provider smoking in non-smoking areas under tenant's control.
- Staff witnesses a lighted smoking product in an ashtray or other receptacle in non-smoking areas under tenant's control.
- Damages to the interior of the property (i.e. carpets, countertops) that are the result of burns caused by smoking products.
- Evidence of smoking in a unit includes, but is not limited to, cigarette or other smoking product smells, smoke clogged filters, ashes, smoke film including smoke damage to walls.
- Repeated reports to staff of violations of this policy by third parties.

5. 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 the Tenant's apartment unit.

6. Landlord to Promote No-Smoking Policy. Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places on the grounds of the apartment complex. *[Where signs are posted will depend on extent of no-smoking policy.]*

7. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other Tenants at the complex are third-party beneficiaries of Tenant's no-smoking lease addendum with Landlord. *(In layman's terms, this means that Tenant's commitments in this lease addendum are made to the other Tenants as well as to Landlord.)* A Tenant may bring legal action against another Tenant related to the no-smoking lease addendum, but a Tenant does not have the right to evict another Tenant. Any legal action between Tenants related to this no-smoking lease addendum shall not create a presumption that the Landlord breached this no-smoking lease 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 lease addendum shall be considered a material breach of the lease and grounds for enforcement actions, including eviction, by the Landlord. A waiver of the lease requirement of no-smoking can only be made in writing.

The enforcement steps should be specified in this section. For example:

The enforcement steps are as follows:

1. First violation: Tenant shall receive a verbal warning
2. Second violation: Tenant shall receive a written warning
3. Third Violation: Tenant shall be considered in default under the terms of the residential lease agreement

9. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a no-smoking policy and the efforts to designate the rental complex as no-smoking 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 no-smoking 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 lease addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Landlord shall take reasonable steps to enforce the no-smoking policy. 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. 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 lease addendum than any other landlord obligation under the Lease.

LANDLORD

TENANT

[Optional Paragraph for temporarily "grandfathering" current residents who smoke.]

Adapted from Live Smoke Free, www.mnsmokefreehousing.org

www.wismokefreehousing.com

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 no-smoking policy will become effective for their unit or under the new lease.

Resources:

Clear Gains: Wisconsin's Smoke-Free Housing Initiative
www.wismokefreehousing.com

Public Health Law Center – Housing
www.publichealthlawcenter.org/topics/tobacco-control/smoking-regulation/housing

Attorney Douglas J. Carney, of Hanbery, Neumeyer & Carney, P.A., prepared the initial version of this Model Lease Addendum. He received ongoing advice, consultation, and recommendations from a legal advisory committee that included attorneys who regularly advise property owners and managers, who serve as tenant attorneys and advocates, or who advise public housing agencies. Representatives from Center for Energy and Environment and Association for Nonsmokers-Minnesota were also on the committee. The modification about where smoking is allowed (Section 3) was included by Initiative for Smoke-Free Apartments. The addition of language addressing electronic cigarettes was added by Warren Ortland of the Public Health Law Center.