



# A LANDLORD'S GUIDE TO SMOKE-FREE HOUSING

**Boston Public Health Commission  
Boston Smoke-Free Homes Initiative**

Building a Healthy Boston  
Mayor Martin J. Walsh



# **A LANDLORD'S GUIDE TO SMOKE-FREE HOUSING**

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**Boston Public Health Commission  
Boston Smoke-Free Homes Initiative**

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*This guide is provided for educational purposes only and is not to be taken as legal opinion or as a substitute for obtaining legal advice from an attorney. Readers with questions about the application of the law to specific facts are encouraged to consult an attorney.*

# Introduction to smoke-free housing

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## What is smoke-free housing?

Smoke-free housing is a home or residential building(s) where smoking is not allowed anywhere inside, including in individual apartments.

Smoke-free housing includes areas around doors, entrances, porches, balconies, and windows, to keep smoke from getting inside.

A smoke-free “unit” is not the same as smoke-free “housing.” All units in a building need to be smoke-free to prevent smoke from drifting into other units.

## What smoking products does a smoke-free policy include?

Smoke-free policies include anything that burns and is inhaled:

- Tobacco
- Hookahs
- Marijuana

Many landlords also include:

- E-cigarettes
- E-pipes
- Other vaped products

## Is smoke-free housing legal?

Smoke-free housing is completely legal. There is no legally protected “right to smoke” in multi-unit residential buildings and properties in Boston, the state of Massachusetts, or anywhere in the U.S.

## Why make my home or building smoke-free?

Smoke-free housing benefits everyone with clean air and is a good investment for owners and communities.

- **Save time, money, and effort:** Making residential buildings and properties smoke-free is profitable and has many benefits, including saving time, money, and effort on maintenance and management, while providing a safer and healthier environment for residents and staff. See the next section for the business case for transitioning to smoke-free housing.
- **Increase demand for your property:** Smoke-free housing is popular and in high demand among renters. More and more landlords and owners, both small and large, are making their buildings and homes smoke-free in Boston and across the country.

*“I went to my property to clean it one day, and there were so many cigarette butts. Then I put two and two together: I really needed to figure out how to make my property smoke free.”*

*—Charlestown landlord*

## Free resources and help

If you are thinking about or planning to make your property smoke-free, the Boston Public Health Commission (BPHC) can help. BPHC offers free help and support with smoke-free housing, including:

- **Answering questions** and troubleshooting by phone any issues related to smoke-free housing
- **Conducting trainings** for building staff
- **Attending resident meetings** and speaking about health consequences of secondhand smoke exposure and resources for quitting smoking
- **Sharing sample documents** like smoke-free lease addendums, resident notices, and surveys (see sample documents on page 17)
- **Offering materials** like smoke-free building signs (view free resources on page 16)
- **Identifying resources** for people who are considering quitting smoking

Additional copies of ***A Landlord’s Guide to Smoke-Free Housing*** are available:

- Download from [www.BostonSmokeFreeHomes.org](http://www.BostonSmokeFreeHomes.org)
- Request print copies by contacting [HealthyHomes@bphc.org](mailto:HealthyHomes@bphc.org) or 617-534-4718

***For more information, please visit [www.BostonSmokeFreeHomes.org](http://www.BostonSmokeFreeHomes.org) or contact us at [HealthyHomes@bphc.org](mailto:HealthyHomes@bphc.org) or 617-534-4718.***

*“Boston Public Health Commission has a sample lease online. So I used that to revise my own lease. You really don’t have to do anything—just download it and adapt it to whatever your lease is.”*

*—South Boston landlord*

## Why landlords go smoke-free

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Boston landlords are making their buildings smoke-free to save money, protect their investment, reduce legal liability, reduce fire risk, protect tenants' health, and attract and keep tenants.

### Cost savings

Management and maintenance expenses, like cleaning and repair, are much higher when a tenant has been smoking inside an apartment.

- Turnover costs for units that have been smoked in can be several thousand dollars higher, on average, than turnover for non-smoking units.<sup>1</sup>
- Compared to non-smoking units, units that were smoked in can cost 2-7 times more to repair and maintain.<sup>2</sup>

Some insurance companies even offer discounts on insurance for 100% smoke-free buildings. Ask your insurance carrier for more information.

### Protecting a property investment

A smoke-free building is less costly because units don't have damage from smoke. Avoiding damage protects your building and makes it easier to maintain.

### Lower risk of legal liability

Massachusetts law recognizes tenants' rights to safe and livable housing. Courts have ruled that this includes tenants' right to be protected from secondhand smoke in their housing. Secondhand smoke is smoke that comes from someone else smoking.

Making a residential building smoke-free reduces requests for reasonable accommodation due to secondhand smoke exposure. It also lowers the risk of lawsuits from tenants and staff who have had problems because of secondhand smoke.

### Attracting and keeping tenants

Studies show that there is high demand for smoke-free housing in Massachusetts.<sup>3</sup> Smoke-free housing can reduce tenant turnover and increases tenant satisfaction. That means fewer tenant complaints and requests for relocation and reasonable accommodation.

A survey of Massachusetts tenants found that 92.4% thought a smoke-free policy was a good decision once the policy was in effect.<sup>4</sup>

### Market trends

The housing market in Boston and across the country has increasingly been shifting to smoke-free, from small landlords to large multi-state management companies.

Ninety-nine percent of landlords and property owners who made their buildings or properties smoke-free thought they made a good decision, one survey of Massachusetts landlords found.<sup>5</sup>

*“I just had a tenant move out after two years. The ceilings were yellow and the walls were covered with a brown film. I spent \$5,000 fixing that apartment.”*

*—Allston landlord*

## Fire safety

Smoking in the home is a leading cause of both residential fires and fatal residential fires in the U.S.<sup>6</sup>

Fires caused by cigarettes and other smoking products also cause more building or property damage than other types of residential fires.<sup>7</sup> Smoking-related property damage averages \$25,820-\$27,600 nationally.<sup>8</sup>

Smoking cigarettes and other products in the home is especially dangerous because they may come into contact with flammable furniture, bedding, curtains, clothes, and other items, and start a fire. Most fire deaths come from fires that:

- Start in the bedroom (40%)
- Start in the living room, family room, or den (35%)<sup>9</sup>

The risks are even higher in buildings with large numbers of elderly or disabled residents who may have mobility issues that will not allow them to escape from a fire.<sup>10</sup> Close to 50% of all deaths from residential smoking-related fires are people over the age of 65.<sup>11</sup>

Residents who use home oxygen, which is highly flammable, are at serious risk from smoking or being near smoking. The U.S. Fire Administration (USFA) advises never to smoke around medical oxygen because it can explode, even when it is turned off, if a fire or spark is nearby. Oxygen also makes fires burn faster and hotter than other fires.<sup>12</sup>

*“I’m terrified of smoking, especially in these old houses, because when I was a kid, my family had an apartment building. It burned from smoking, and one of the tenants did not get out.”*

*—Roxbury landlord*

## Secondhand smoke and health

Secondhand smoke is dangerous to everyone’s health:

- Secondhand smoke has 250 toxic gases and tiny particles, including 70 known to cause cancer
- The U.S. Surgeon General ruled there is no safe level of exposure to secondhand smoke<sup>13</sup>

Cigarette smoke inside a building travels to other apartments or units and affects other tenants. The risks of indoor smoking in residences are very real.

Although units are separated by walls, floors, and doors, gases and particles from secondhand smoke can circulate through apartments, like triple-deckers. Smoke moves through ventilation and heating systems, cracks and openings in lighting and plumbing fixtures, electrical outlets, and under doors.<sup>14</sup>

The toxic gases and particles from secondhand smoke can’t be removed by ventilation systems. The American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE), which sets international standards for indoor air quality, unanimously agreed that secondhand smoke can’t be removed by ventilation and air filtration.<sup>15</sup> Opening windows is also not effective to avoid secondhand smoke exposure.

The only way to prevent secondhand smoke exposure in residential buildings is by adopting and enforcing smoke-free policies.<sup>16</sup>

Smoking outside the building near windows or doors can also draw smoke into the building. This is why smoke-free housing policies don’t let residents smoke near buildings.

## **Health risks**

Repeated exposure to secondhand smoke causes greater health risks, including:

- Asthma
- Chronic obstructive pulmonary disease or COPD
- Heart attacks
- Stroke

The City of Boston, the state of Massachusetts, and many other states and cities have passed laws to prohibit smoking at restaurants, bars, and other workplaces to protect the health of workers and save lives. The Massachusetts Smoke-Free Workplace Law prevents 577 deaths each year from heart attacks alone, a 2004-2008 study found.<sup>17</sup>

Most people spend more time at home than at work or school—close to 15 hours a day on average. Children, the elderly, and people with disabilities—groups with the most critical health risks—may spend even more time at home, resulting in even more exposure.

*“The children in one family have asthma. The tenant below them smoked. It was a big problem, because smoke was going into their apartment through the heating system.*

*—South End landlord*

## Legal aspects of smoke-free housing

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Smoke-free housing is completely legal. There is no legally protected “right to smoke” in multi-unit residential buildings and properties in Boston, the state of Massachusetts, or anywhere in the U.S.

### Landlord rights

Landlords and residential building or property managers have the right to set rules for their buildings and properties, including quiet hours, no pets, and no smoking.

For new tenants, adding rules such as no smoking can be incorporated into new leases. Adding a smoke-free rule to existing leases is handled the same way as other lease changes, like a no-pet policy (see the next section for more information).

*“There’s no legal right to smoke, and you don’t need to let tenants smoke in your house.”*

*—Mattapan landlord*

### Not discriminatory toward smokers

A no-smoking rule does not mean “no smokers.” Smokers are welcome to live, visit, and work in smoke-free residential buildings, as long as they follow the rules to not smoke in or near the building(s).

This is no different than requiring tenants or visitors to abide by a no pet rule\* or a rule concerning quiet hours in the building (*\*this does not apply to service animals for disabled tenants*).

A smoke-free rule does not discriminate against smokers, since it does not keep smokers from renting or visiting a smoke-free building.

### Smoking not considered a disability

A common question is if smokers can cite smoking as a disability and request reasonable accommodations so they can continue smoking in their units.

Addiction to nicotine is not a qualifying disability under state or federal law. There is no legal requirement to allow someone to smoke in his or her apartment.

Smoking is also not recognized as a medical treatment for any health condition, and currently, e-cigarettes are not recognized as a smoking-cessation device.

### Regulating substances other than tobacco

Anything that burns and is inhaled should be included in your smoke-free policy, including marijuana, hookahs, and other types of products that are smoked. To avoid confusion and challenges in enforcing your smoke-free policy, you may also want to include e-cigarettes and e-pipes in your policy.

#### **Medical marijuana**

Landlords can prohibit the smoking of marijuana, including medical marijuana, under their smoke-free policy, based on Massachusetts law (105 CMR 725.650). Medical marijuana can be consumed in ways other than by smoking.

## ***E-cigarettes***

Research about the health effects of e-cigarettes is ongoing. Many landlords are prohibiting the use of e-cigarettes in units and in common areas to reduce the potential for confusion and to make enforcement of their no-smoking policies easier. Currently, landlords do not need to accommodate e-cigarettes for any medical reasons, since e-cigarettes are not recognized as a medical device to help smokers quit.

## **Landlord legal responsibilities**

Landlords have a legal duty to provide safe and habitable housing. They do not have a legal responsibility to allow smoking in their buildings and on their properties. Landlords and building or property managers can be held liable for smoking-related health and safety issues experienced by tenants and staff under the following legal claims:

- **Warranty of habitability:** Landlords are responsible for ensuring that the rental building or property is and will remain livable
- **Covenant of quiet enjoyment:** Landlords must not interfere with tenant's ability to use the apartment for the purposes outlined in the lease (residential living)
- **Nuisance:** Landlords may be liable for anything substantially and unreasonably harmful to health or offensive to the senses of tenant
- **Negligence:** Landlords may be liable for failing to provide and maintain safe conditions on the rental building or property
- **Massachusetts Smoke-Free Workplace Law:** Landlords are financially liable for allowing smoking in indoor common areas if they qualify as places where employees work
- **Federal Fair Housing Act:** Housing discrimination against disabled\* tenants is prohibited. If a tenant with a disability proves that secondhand smoke substantially affects their ability to live in the apartment, the landlord must make reasonable accommodations.\*\*

*\* The term "disabled," as used in fair housing law, is broadly defined to be "a physical or mental impairment which substantially limits one or more major life activities of a person" (42 U.S.C. § 3602(h); M.G.L. c. 151B § 1(17)). Examples of major life activities include "caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working" (24 C.F.R. § 100.201).*

*\*\* Reasonable accommodations may include a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use of spaces.*

## The process: How to make your property smoke-free

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Transitioning your home or building(s) to smoke-free is a three-step process:

- Develop a policy
- Communicate with staff, tenants, and others who visit the building or property about the policy, including training staff on the policy and their responsibilities for enforcement
- Implement and enforce the policy

### Free resources and help

If you are thinking about or planning to make your building or property smoke-free, the Boston Public Health Commission (BPHC) can help. BPHC offers free help and support with smoke-free housing, including:

- **Answering questions** and troubleshooting by phone any issues related to smoke-free housing
- **Conducting trainings** for building staff
- **Attending resident meetings** and speaking about health consequences of secondhand smoke exposure and resources for quitting smoking
- **Sharing sample documents** like smoke-free lease addendums, resident notices, and surveys (see sample documents on page 17)
- **Offering materials** like smoke-free building signs (view available resources on page 16)
- **Identifying resources** for people who are considering quitting smoking

*For more information, please visit [www.BostonSmokeFreeHomes.org](http://www.BostonSmokeFreeHomes.org) or contact us at [HealthyHomes@bphc.org](mailto:HealthyHomes@bphc.org) or 617-534-4718.*

### Develop a policy

A smoke-free housing policy does not need to be long or complicated. The policy needs to contain these five things:

- A definition of smoking stating which burning and vaping products will not be allowed
- Exactly where smoking will not be allowed
- Who the smoke-free policy applies to
- Consequences of violating the policy
- The policy's effective date

A sample policy is provided on page 19.

Many building or property managers who have transitioned to smoke-free housing report that it is helpful to involve maintenance and security staff in the planning process because they are often the “eyes and noses” of the building.

*“Even though all my tenants know they should not smoke in the building, when renewal time came around, I added the smoke-free policy to their leases.”*

*—East Boston landlord*

### **Define smoking**

When defining smoking in your policy, decide if it will include e-cigarettes and other vaping products. For example: “Smoking means the combustion and/or inhalation of any cigarette, cigar, pipe, or other product that has any amount of tobacco or like substance, including marijuana or any derivative, and e-cigarettes and e-pipes.”

### **Decide where smoking is not allowed**

In addition to a smoke-free building policy prohibiting smoking in the entire building and close to entrances, windows, patios, and balconies, some landlords don’t allow smoking anywhere on the property, while others allow smoking beyond a certain distance from the home or building.

Be clear where smoking is not allowed. Keep in mind that secondhand smoke can and will travel throughout the building and into the building from outside areas near the building.

Decide if smoking will not be allowed in the following areas, in addition to the entire building:

- Entire grounds
- Buffer zone (decide on a distance, such as 10 or 25 feet from the building, where smoking is not allowed)

### **State who the policy applies to**

Include people frequently in the home or building, such as:

- Tenants
- Guests
- Staff and maintenance workers
- Vendors, contractors, and health and other service providers

*“My tenant doesn’t smoke, but I still gave her the smoke-free lease addendum to sign. Then her sons came on her property and smoked. I went to her right away.*

*—Dorchester landlord*

### **Include consequences for violations**

Determine the terms and conditions for the policy (i.e., consequences of policy violations).

Consequences could include warnings, holding residents financially responsible for smoke damage, eviction proceedings if the situation does not resolve, etc.

Some landlords include language in the policy that residents are financially liable for smoking-related damages, including those of their guests, which may be deducted from the security deposit or pursued legally.

Examples of consequences that some Boston landlords have found to be effective include:

- Making residents responsible for the cost of dispatching EMS for a fire alarm
- Making tenants responsible for repair and maintenance costs from smoking

### **Set the policy’s effective date**

Choose one effective date for all tenants so that the entire building becomes smoke-free at the same time. When setting the effective date, consider the following:

- Legal requirements for giving notice about a lease change, the size of the property, number of residents and staff to engage, weather conditions, and lease renewal dates (because the smoke-free lease addendum needs to be signed by tenants as they renew their leases).

- Some landlords decide to transition in warmer months when it will be easier for tenants to get used to going outside to smoke.
- Landlords whose tenants have different lease expiration dates need to set an effective date that meets the legal requirements for the tenant with the last lease expiration date.
- Landlords are required to provide at least 30 days' notice to tenants (60 days' notice for Section 8 housing) before the end of the lease.
- Because of the need to provide enough notice and coordinate the timing of multiple lease renewals, some larger landlords provide six months' to one year's notice before the policy's effective date.

“**Grandfathering**” refers to allowing existing tenants to smoke while not allowing new tenants to smoke. Do not “grandfather” existing tenants on your smoke-free policy. The risk of secondhand smoke exposure and fire remains if those tenants are smoking. It also makes the smoke-free policy harder to enforce.

## Communicate about the policy

Communication is key to a successful transition. Some communication is legally required, but regular and open communication with residents before, during, and after the process will ease the transition and increase the success of the new policy.

### Legal communication requirements

By providing at least 60 days' notice before the end of the lease, you will be compliant with Massachusetts law about notifying tenants about changes in leases:

- Landlords of market-rate housing in Massachusetts are required by law to provide at least **30 days' notice about a lease change** to tenants before the end of the current lease.
- Landlords of Section 8 tenants are required by law to provide at least **60 days' notice about a lease change** before the end of the current lease. Notice must be provided to both new and current residents.

*“I want to do it in a way that is going to last—a friendly way, slowly informing and taking steps.”*

*—Brighton landlord*

The wording in the notice should be the same as what will appear in the lease addenda or revised leases (see page 19 for a sample lease addendum). Send a copy of the Lease Addendum with the notice so tenants are aware in advance of the specific change(s) taking place.

### Tenant communication: What works

Boston Public Health Commission (BPHC) has supported hundreds of landlords and property managers as they transitioned to smoke-free housing. Based on their experiences and lessons learned in other cities across the county, here are some suggestions for a successful transition.

**Start early.** As you are developing your policy, begin to educate tenants about the decision to go smoke-free. Get their input about a smoke-free policy, such as with a survey (see page 17 for sample survey questions). Tenant input can help you identify issues to address through the policy to make it more successful. Some tenants may not like the idea of going smoke-free, but they will appreciate the chance to be heard.

**Use multiple methods.** Using more than one form of communication to share information about the new policy will make it easier for people to keep up to date and ask questions. Some of the ways to educate and engage residents on a smoke-free policy include:

- A letter
- An email (if all tenants have email addresses)
- Tenant survey (see page 17 for sample questions)
- Building meeting (BPHC can attend and present to residents)
- One-on-one conversations
- Flyers, educational posters, and building notices (see available materials on page 16)

BPHC offers free help with tenant communication about smoke-free policies, including resident presentations on health issues related to tobacco exposure, staff training, and materials. Contact us at [HealthyHomes@bphc.org](mailto:HealthyHomes@bphc.org) or 617-534-4718.

**Communicate widely.** Tell tenants, employees, service and health providers, vendors, and others who regularly enter the building about the smoke-free policy. As you communicate about the smoke-free policy:

- Explain that the policy change is happening in order to create a safer environment for all who live, work, and visit the building.<sup>18</sup>
- Reassure residents that the policy is not intended to make them quit smoking.<sup>19</sup> However, if residents express interest in quitting smoking, offer information about available resources (for resources, see [www.BostonSmokeFreeHomes.org](http://www.BostonSmokeFreeHomes.org)).
- Let residents know what they need to do to comply.<sup>20</sup>

### **Staff**

Train staff about the policy change, including their responsibilities. BPHC provides free trainings for staff; contact us at [HealthyHomes@bphc.org](mailto:HealthyHomes@bphc.org) or 617-534-4718.

### **Designated smoking areas**

Identify if there are any designated smoking areas and notify tenants.<sup>21</sup> See page 15 for tips on maintaining your smoke-free property.

### **Communication with potential renters**

Advertise your residential listings as smoke-free. Smoke-free housing is popular and may attract even more attention to your property.<sup>22</sup>

Include information about the smoke-free policy on all housing applications to ensure incoming tenants are aware in advance.<sup>23</sup>

Post signs letting potential tenants and other visitors know that the building or property is smoke-free.

Keep all common areas free of cigarette litter to demonstrate your commitment to the smoke-free policy.

When showing an available unit to a potential renter, explain the building's or property's smoke-free policy and the commitment to enforcing it, and answer any questions the potential renter may have.

*“I put it in the ad, that’s the first thing. Then when they show up to look at the apartment, there are no-smoking signs, and I tell them that this is a no-smoking property, more than one time.”*

*—Mattapan landlord*

## Implement the policy

Implementing a smoke-free policy is handled the same way as any other lease or lease modification.

### **Modify leases**

Choose one effective date for every resident so that the entire building becomes smoke-free at once. Depending on the renewal timing for existing leases, the effective date may be several months to one year out.

Before the effective date, develop a no-smoking lease addendum that includes the effective date (see page 19 for a sample addendum). For new tenants, you can create a new lease that contains the no-smoking policy or have them sign the no-smoking addendum with the lease.

### **Existing tenants**

Provide existing residents with a copy of the no-smoking lease addendum before their leases renew (see page 11 for more information on timing) and tell them it will become part of their lease if they would like to continue living in the building. Get a signed copy of the lease addendum from the resident when they sign their new lease (see page 19 for a sample addendum).

**Month-to-month tenants:** Month-to-month tenants, also referred to as tenants-at-will, do not have a written lease agreement, but landlords are still required by law to provide at least 30 days' notice before a policy change (or 31 days' notice, if the following month is 31 days long).

**Elderly and disabled tenants who may have difficulty going outside to smoke:** If you are concerned about tenants who may have difficulty going outside to smoke, consider moving them to a vacant unit on the first floor or closer to an exit or elevator (if available), to help them with complying (i.e., make it easier for them to get outside). Problem solving with the resident and any healthcare or social supports they have may also be helpful. Nicotine-replacement products can also reduce the frequency of cravings.

### **New tenants**

Provide new tenants with a new lease or the lease addendum, including information about the building's or property's smoke-free policy.

*“As soon as they make a violation, I’m right on it. Talking to them right away doesn’t give them a space to feel comfortable doing it.”*

*—Roxbury landlord*

## Maintaining a smoke-free environment

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Because most people want to live in a smoke-free building, a majority of residents will willingly comply.

Enforce the policy consistently from the start and ensure that new tenants fully understand the policy and consequences of not following it.

Respond to smoke-free policy violations the same way you treat other lease violations (e.g., noise, late rent, etc.), using the same warnings.

*“In my experience, most of the time they will try to stick to the rules of their agreement.”*

*—Charlestown landlord*

### Smoke-free policy enforcement suggestions

- Respond quickly and consistently to violations
- In a building with multiple units, when smoking complaints are received, notify everyone in the building that you have received smoking complaints, and remind tenants about the policy and consequences of policy violations
- If you know who has violated the policy, meet one-on-one with them to discuss the violation and remind them of the policy and violation consequences
- Send violators copies of the smoke-free notice letter and signed lease/lease addendum
- Keep records of all violations and actions taken (e.g., a diary, database, or log)
- If applicable, involve maintenance and security staff in enforcement, as they are the “eyes and noses” of the building

### Tips for keeping a property looking smoke-free

- Ensure that smoke-free signs remain posted and are easy to read (see page 16 for information on free signage). Replace signs if necessary.
- Clean up cigarette butts
- Train staff to look for signs of smoking within the building or property
- Inspect the building or property regularly to look and smell for signs of smoking. Consider more frequent inspections during the first year to ensure resident compliance and establish expectations.
- Clarify any misunderstandings about the policy

***For free help and support with any aspect of smoke-free housing, contact BPHC at [HealthyHomes@bphc.org](mailto:HealthyHomes@bphc.org) or 617-534-4718.***

## Resources

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If you are thinking about or planning to make your building or property smoke-free, the Boston Public Health Commission (BPHC) can help. BPHC offers free help and support with smoke-free housing, including:

- **Answering questions** and troubleshooting by phone any issues related to smoke-free housing
- **Conducting trainings** for building staff
- **Attending resident meetings** and speaking about health consequences of secondhand smoke exposure and resources for quitting smoking
- **Sharing sample documents** like smoke-free lease addendums, resident notices, and surveys (see sample documents on page 17)
- **Offering materials** like smoke-free building signs (see below)
- **Identifying resources** for people who are considering quitting smoking

*For more information, please visit [www.BostonSmokeFreeHomes.org](http://www.BostonSmokeFreeHomes.org) or contact us at [HealthyHomes@bphc.org](mailto:HealthyHomes@bphc.org) or 617-534-4718.*

Free materials, many of them in multiple languages, are available to support smoke-free efforts, for example:

- Smoke-free laminated building signs in English/Spanish/Haitian Creole
- Window decals
- Door hangers
- Coasters
- Car window decals and mirror hangers

Order forms for free materials can be downloaded from [www.BostonSmokeFreeHomes.org](http://www.BostonSmokeFreeHomes.org)

## Sample documents

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### [SAMPLE] SMOKE-FREE HOUSING SURVEY<sup>24</sup>

Please complete and return to management in the envelope provided by [date].

Dear Resident,

Thank you for helping us to provide healthy housing options. It is important that you complete the following survey so that we can understand the best way to implement a Smoke-Free housing policy. Your feedback is important! Once we have the survey results, we will schedule community meetings to share next steps.

Smoke-free housing means that no one would be permitted to smoke anywhere inside our buildings. Smokers could still smoke outside on-site, but there would be no smoking inside apartments, balconies, common areas or community spaces. The no-smoking policy would apply to everyone—you, every member of your household, and any visitors. Violating the policy (by smoking in non-designated areas) would constitute a lease violation and could result in eviction.

**It is important to understand that smoke-free housing does not mean that smokers are prohibited from living in our housing. It simply means that residents and visitors must smoke outdoors.**

*Please check the response below that applies to you:*

- No one in my household smokes, and I support a smoke-free policy in my building/development.
- I or another member of my household smokes, but I (we) would be willing and able to comply with a smoke-free policy in our building/development.
- A smoke-free policy would be a serious issue for my household. These are the reasons (please explain):

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*If you are interested in helping to develop a plan for smoke-free housing, please check here:*

SIGNATURE: \_\_\_\_\_  
Head of Household Date

## [SAMPLE] NOTICE OF RULE CHANGE: NO SMOKING IN BUILDING<sup>25</sup>

[Insert date]

RE: [Insert length of notice: 30 days, 90 days, etc.] Notice Change in terms of Tenancy – Non-Smoking Policy Addendum

Dear Residents:

Following the terms of your Rental Agreement, 30 days **[This is the minimum amount of notice that must be provided, but more notice can be given, e.g. 60 or 90 days]** after the delivery of this notice, or on [insert date that the lease term expires or rolls over to month-to-month], whichever date is later, the terms of your tenancy at [insert name of property] will be changed. **[Insert name of the property]** will become a non-smoking residence.

Smoking indoors is a serious safety and health issue. I/We sincerely hope that all residents, including those who smoke, will continue to enjoy living in our building(s). I/We embrace this change as an opportunity to ensure that the building(s) is/are (a) safer, healthier and cleaner place(s) for all residents, visitors and staff.

Please note: this Notice serves only to add the above policy into your Rental Agreement; all other terms of your tenancy shall remain in full force and effect. Please sign the No Smoking Lease Addendum before **[insert date]**. Failure to sign the addendum may result in legal action.

Thank your cooperation in this matter.

Sincerely,

**[Landlord/Property Manager]**

*This sample letter is a modified version of a letter developed by Change Lab Solutions. The legal information in this document does not constitute legal advice or legal representation. For legal advice, consult a lawyer in your state.*

## [SAMPLE] NO SMOKING LEASE ADDENDUM<sup>26</sup>

Reference is hereby made to a lease or tenancy at will agreement (“Lease”) by and between, the Tenant, including all members of Tenant’s family or household (“Tenant”), and the Landlord. The following additional provisions shall be fully applicable to the Lease and made part thereof as though included within the Lease itself.

**PURPOSE:** Tenant acknowledges the following: smoking increases the risk of fire; smoking is likely to damage the apartment; secondhand smoke is likely to drift from one apartment to another; and exposure to secondhand smoke can cause negative health outcomes. This policy is intended to protect the health of our residents, guests and staff.

**DEFINITIONS:** Smoking shall include the inhaling, exhaling, burning, or carrying of any lighted or heated cigarette, cigar, pipe, hookah, marijuana (including medical marijuana), or any other product or substance that is intended for smoking. **[Optional: “Smoking” also includes the use of an electronic smoking device that creates a vapor, including e-cigarettes, e-cigars, e-pipes, e-hookahs, vape pens, etc.]** The term Landlord shall include owners and property managers.

**NO SMOKING RULE:** No Tenant shall smoke, nor permit anyone to smoke, in the Tenant’s apartment. Smoking shall also be prohibited throughout the entire residence, including but not limited to, **[list all areas of the property that will be smoke-free, e.g. common areas, units, entrances, within \_\_\_ feet from the building(s), balconies, and patios, hallways, stairways, foyers, fire escapes, elevators, roof tops, basements, laundry rooms, storage areas, etc.]**. The new policy will apply to tenants, as well as guests, maintenance personnel and staff, service persons, and anyone entering the property.

**[OPTIONAL] DESIGNATED SMOKING AREA:** The foregoing rule notwithstanding, the Landlord may designate an area for smoking, provided the designated area is located outside of, and away from, any building(s) or other location(s) where secondhand smoke might drift back into the building(s). Tenant acknowledges that the designated smoking area may be relocated from time to time or eliminated entirely at any time during the lease term.

**COMPLIANCE:** Landlord shall take reasonable steps to ensure compliance with the terms and provisions of this Addendum. Tenant shall inform Tenant’s guests of the no smoking rule. Tenant shall promptly give Landlord notice of any incident of smoking or migrating secondhand smoke.

**THIRD-PARTY BENEFICIARIES:** Tenants agree that other tenants at the complex are the third-party beneficiaries of this No Smoking Addendum and, accordingly, a tenant has the right to sue another tenant for an injunction to prohibit smoking or for damages. Any exercise of these rights shall not create a presumption that the Landlord breached this Addendum.

**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. Tenant acknowledges that a breach of this Lease Addendum shall render Tenant liable to Landlord for the costs of repair to Tenant’s apartment unit due to damage from smoke odors or residue.

**DISCLAIMER:** Tenant acknowledges the following: a) that the adoption and/or enforcement of the no smoking rule shall not make the Landlord a guarantor of Tenant’s health or of the smoke-free condition of the Tenant’s apartment and the common areas; b) the adoption and/or enforcement of the no smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty

of care owed to the Tenant; and c) that Landlord's ability to police, monitor, or enforce the no smoking rule is dependent in significant part on compliance by the Tenant and Tenant's guests. Landlord specifically disclaims any implied or express warranties that the building(s), 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.

WITNESS the execution hereof under seal this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

*This sample lease addendum is a modified version of a lease addendum developed by Americans for Nonsmokers' Rights and Change Lab solutions. The legal information in this document does not constitute legal advice or legal representation. For legal advice, please consult a lawyer.*

## [SAMPLE] LETTER NOTIFYING TENANTS OF LEASE AND RULE CHANGE<sup>27</sup>

[Date]  
[Resident]  
[Address]  
[City, State Zip]

Dear Resident:

In order to reduce the risk of fire, maintenance costs, and health hazards caused by smoking, **[insert name of property]** will become a non-smoking residence effective **[insert effective date of the policy]**, after all tenants' leases renew. Tenants will be required to sign a no-smoking agreement when they sign their leases.

Under the new rule, smoking of cigarettes, cigars, pipes, hookahs, marijuana (including medical marijuana) or any other product or substance that is smoked, **[Optional: including electronic smoking devices like e-cigarettes, e-cigars, e-pipes, e-hookahs, vape pens, etc.]** will be prohibited in **[list all areas of the property that will be smoke-free, e.g. common areas, units, entrances, within \_\_\_ feet from the building(s), balconies, and patios, hallways, stairways, foyers, fire escapes, elevators, roof tops, basements, laundry rooms, storage areas, etc.]** **[Optional: except for the following designated outdoor smoking area]**. The new policy will apply to tenants, as well as guests, maintenance personnel and staff, service persons, and anyone entering the property.

Our decision to become a non-smoking residence is based on the following:

- **Risk of fire:** Cigarettes, cigars, and other smoking materials are a leading cause of residential fire deaths in the U.S. Property damage from smoking-related home fires also costs more than \$25,000 on average nationally.
- **Health risks from secondhand smoke:** Second hand smoke is a known health hazard. The U.S. Surgeon General has stated that there is no safe level of exposure to it. It can cause heart attacks, strokes, lung cancer, and asthma attacks and make other health conditions worse. Research also shows that there is no way to effectively contain second hand smoke, as its particles and gases can travel from one unit to another. Making the building non-smoking is the only way to effectively protect residents, guests, and staff.
- **Property damage due to smoking:** When any tenant moves out, the unit must be cleaned and repaired. Unfortunately, the cost of cleaning and repairs for units where smoking has taken place is two to seven times more expensive than non-smoking units.

I/We sincerely hope that all residents, including those who smoke, will continue to enjoy living in our building(s). I/We embrace this change as an opportunity to ensure that the building (s) is/are (a) healthier and cleaner place for all residents and guests.

Please feel free to contact **[name of landlord or property manager, phone number]** if you have any questions. If you are interested in more information about the benefits of living in a smoke-free building, please visit [www.BostonSmokeFreeHomes.org](http://www.BostonSmokeFreeHomes.org)

Sincerely,  
**[Landlord/Property Manager]**

*This sample letter is a modified version of a letter developed by Change Lab Solutions. The legal information in this document does not constitute legal advice or legal representation. For legal advice, please consult a lawyer.*

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**A LANDLORD'S  
GUIDE** TO  
**SMOKE-FREE  
HOUSING**



Building a Healthy Boston  
Mayor Martin J. Walsh

