

Going Smoke-Free: A Guide for Landlords

Sample No-Smoking Lease Addendum

NO SMOKING LEASE ADDENDUM

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 Tenant’s apartment; secondhand smoke is likely to drift from one apartment to another; exposure to secondhand smoke causes adverse health outcomes.

DEFINITIONS: Smoking shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, or other similar lighted product. The term Landlord shall include property owners and property managers.

NO SMOKING RULE: No Tenant shall smoke, nor permit anyone to smoke, in the Tenant’s apartment. Smoking shall be prohibited throughout the entire apartment complex, including but not limited to, hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds, and building facilities.

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 or other location where secondhand smoke might drift back into the building. Tenant acknowledges that the designated smoking area may be relocated from time to time or eliminated entirely at any time during the lease term.

NO SMOKING SIGNS: Landlord shall post “No Smoking” signs at the entrance and exits, in common areas, and in conspicuous places on the grounds of the apartment complex.

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.



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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.

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, 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.

EFFECT ON CURRENT RESIDENTS: Tenant acknowledges that current tenants residing in the complex under a prior lease, if any, will not be immediately required to cease smoking within their apartments. As current residents move out or have their leases renewed, the smoke-free policy will become effective for their apartments.

WITNESS the execution hereof under seal this ___day of _____, 20__.

Landlord

Tenant

Landlord

Tenant

Tenant

