

Alaska Tobacco Prevention and Control Program Model Smoke-Free Housing Policy

In order to mitigate the known health hazards of secondhand smoke; the increased maintenance, cleaning, and redecorating costs from smoking; the increased risk of fire from smoking; and the high costs of fire insurance for properties where smoking is permitted, the (name of housing) adopts this smoke-free housing policy for (property name) located at (address).

Definitions:

1. "Employee" means manager, owner, representative, or worker of (name of housing).
2. "Guest" means any person visiting residents or employees on (name of housing) property.
3. "Smoking" means inhaling, exhaling, burning, or carrying a lighted or heated cigarette, cigar, pipe, hookah, or tobacco product or plant product intended for inhalation, including marijuana, whether natural or synthetic, or using an electronic smoking device, or other smoking device. "Tobacco product" is defined to include, but not be limited to, any cigarette, cigar, cigarillo, pipe tobacco, loose tobacco, electronic smoking device, bidi, clove cigarette, and any other smoking product; and smokeless or spit tobacco in any form, such as iqmik, dip, chew, snuff, or snus, or dissolvable. Under this definition, all nicotine products are derived from tobacco unless proven otherwise. This policy excludes FDA-approved nicotine replacement therapy for the purpose of tobacco cessation.
4. "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.
5. "Residents" means a party to a written lease agreement with (name of housing) and anyone living or staying in the property.

Smoke-Free Policy

Applicability of Policy

This Policy is applicable to all residents, employees, guests, visitors, contractors, volunteers, and vendors.

A. Indoor Smoking

1. Effective on (effective date) smoking is not permitted anywhere inside (property name) building(s). This includes, but is not limited to, individual living spaces; offices; all common areas, including hallways, stairs, elevators, restrooms, community rooms, laundry rooms, lobbies; and any other enclosed areas.

B. Outdoor Smoking

Option A: Smoking is not permitted on the grounds/outdoor areas of the entire (name of housing) property.

Option B: Smoking is not permitted within 25 feet of the building(s) including entryways, balconies, patios, windows, and air vents, and in all shared outdoor recreational and dining areas including but not limited to patios, hot tubs, play equipment and trash/recycling areas.

Option C: Smoking is not permitted on the grounds/outdoor areas of (name of housing) except for the following designated smoking area(s) located at least 25 feet from building(s):

_____ (Clearly specify location(s) where smoking is allowed)

C. Compliance

1. Residents shall inform Resident's guests of the no-smoking policy.
2. Failure of any resident to follow the smoke-free policy will be considered a lease violation and treated as such under the original terms of the lease. Repeated lease violations may result in termination of the resident's lease.
3. "No Smoking" signs will be posted inside the building(s) and at appropriate outdoor locations.
4. If a resident smells tobacco or marijuana smoke, or vapor from an electronic smoking device, in any place in the building(s) or observes smoking in outdoor areas where smoking is not permitted they will report this to the (landlord, property manager, maintenance staff) as soon as possible.
5. The (landlord, property manager) will take reasonable steps to enforce the smoke-free policy and will respond as soon as possible to secondhand smoke complaints on the property, including documenting all complaints, violations, and communications.
6. Upon adoption of the policy, all new and current residents will be given a copy of this Smoke-Free Policy.
7. Upon adoption of the policy, all new and current residents will sign the Smoke-Free Housing Lease Agreement Addendum. A signed copy will be placed in the resident's file and a copy given to the resident.
8. This (name of housing) Smoke-free Policy shall be communicated to all current staff and residents (30, 60, 120) days prior to its effective date, and at the time of employment for all employees and prior to admission and/or prior to the signing of any new lease agreements.

This policy is effective on _____
(Effective date)

Signed: _____
(Housing Authority, Landlord, Property Manager)

Date: _____