

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

In order to eliminate 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 any lighted or heated tobacco product and includes but is not limited to Hookah smoking and e-cigarettes.
4. "Residents" means parties to a written lease agreement with (name of housing) and anyone living or staying in the property.

Smoke-Free Policy

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, all shared areas, hallways, stairs, elevators, restrooms, and any other enclosed areas.
2. This policy applies to all current and new residents, all employees, and all guests at all times.

B. Outdoor Smoking

Option A: Smoking is not permitted on the grounds or 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, windows, and air vents, and in all shared outdoor recreational/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 or outdoor areas of (name of housing) except for the following designated smoking areas: (Clearly specify locations where smoking is allowed) _____

C. Compliance

1. Residents shall inform 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 smoke 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) as soon as possible.
5. The (landlord, property manager) will enforce the smoke-free policy and will respond as soon as possible to secondhand smoke complaints on the property.
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: