

SAMPLE NO-SMOKING POLICY FOR INCLUSION IN A LEASE

The sample no-smoking policy below can either be used as a lease addendum or can be included in a new lease. Landlords or property managers should consult with their own legal counsel before finalizing addendums and/or changes to their leases.

Sample No-Smoking Policy Lease Addendum

This policy contains the following additional terms, conditions and rules which are hereby incorporated into the lease.

1. Purpose of No-Smoking Policy. Due to the irritation and known health risks of exposure to second-hand smoke, increased risk of fire and increased maintenance, cleaning and redecorating costs, all forms of smoking shall be prohibited.
2. Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product in any manner or in any form.
3. Definition of Business Invitee. The term "business invitee" shall include but is not limited to any contractor, tradesperson, agent, household worker, or other person hired by the tenant or resident to provide a service or product.
4. No-Smoking Policy. Effective (insert start date of policy), smoking is prohibited inside the building, including private units and on the residential property. Tenant agrees and acknowledges that the premises to be occupied by tenant and members of tenant's household have been designated as non-smoking. Tenant, members of tenant's household, visitors, guests and business invitees 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, except for the designated smoking area(s) noted below:

(for example, outdoor designated smoking area located outside the west door of the building, but not within ____ metres of the doorway.)

The no-smoking policy will be adopted through attrition. This means that:

- a. Existing tenants will be grandfathered (exempted) for the length of their tenancies, unless they choose to sign a no-smoking policy lease addendum; and
 - b. New tenants will sign leases with the no-smoking policy included.
5. Tenant to Promote No-Smoking Policy and to alert Landlord of Violations. Tenant shall inform tenant's guests, invitees, visitors, and business invitees 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 of 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 adjoining the grounds of the apartment complex.
7. Landlord not a Guarantor of Smoke-Free Environment. Tenant acknowledges that landlord's adoption of a no-smoking policy does not make the landlord or any of its managing agents the guarantor of tenant's health or of a smoke-free unit and building or complex. However, landlord shall take reasonable steps to enforce the no-smoking terms of its leases. Landlord is not required to take steps in response to smoking unless landlord is put on notice of the presence of cigarette smoke, via agent, personal knowledge, and/or written or electronic notice by a tenant.
8. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other tenants at the complex are the third-party beneficiaries of tenant's no-smoking policy agreement with landlord. The tenant acknowledges that the tenant's obligations and commitments in regard to this policy are made to and may be enforced by the other tenants in the complex as well as to the landlord.
9. Disclaimer by Landlord. 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 second-hand smoke. Tenant acknowledges that landlord's ability to police, monitor, or enforce compliance with this policy is dependent in significant part on voluntary compliance by tenant and tenant's guests and other occupants of the complex. Tenants with respiratory ailments, allergies, or any other physical, mental, emotional, or psychological conditions relating to smoke are put on notice that landlord does not assume any higher duty of care to enforce this policy than any other landlord obligation under the lease.

Landlord

Dated _____

Tenant

Dated _____