

Sample Lease Language to Prohibit Smoking in Rental Properties

When you are opening a new building or complex, the easiest thing to do is prohibit smoking from the beginning. When converting an existing building or complex, you may need to phase-in the policy as you fill vacancies or as leases are renewed. You can also “go smokefree” after a certain date if you follow landlord tenant law requirements, including giving advance notice and having tenants agree to the changes in writing.

Write your rule into the rental agreement in "other rules" or add a lease addendum using our sample lease language.

SMOKING: Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, smoking is prohibited in any area of the property, both private and common, indoors and within 25 feet of the building(s) including entryways, balconies and patios. This policy applies to all owners, tenants, guests, and service persons. Tenants are responsible for ensuring that family members, roommates and guests comply with this rule.

(If you are “phasing in” the policy)

All new and renewed leases in your building prohibit smoking as described here. Please be aware that, until all leases have been renewed, you may have neighbors whose current lease does not prohibit smoking.

Definition

SMOKING: The term ‘smoking’ means any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, or other tobacco product in any manner or any form.

Portland-Vancouver Metro Area Smokefree Housing Project - 3/07
www.smokefreeoregon.com/housing

