

Sample smoke-free policy for inclusion in a lease

The following sample smoke-free policy 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 addenda and/or changes to their leases.

Short-form smoke-free policy clause to insert into a lease

- *X(a) The tenant shall not, and shall not permit anyone to, smoke tobacco, weed or any other substance in any indoor part of the premises, the common areas or the property of which they form a part.*
- *X(b) Contravening clause X(a) shall be considered a substantial breach of this agreement.*

Remove the word “indoor” if you want your policy to cover balconies and outdoor areas as well.

If you want to cover balconies but allow for designated outdoor smoking areas, use the following:

- *X(a) The tenant shall not, and shall not permit anyone to, smoke tobacco, weed or any other substance in any part of the premises, the common areas or the property of which they form a part, except in an outdoor smoking area designated as such by the landlord.*
- *X(b) Contravening clause X(a) shall be considered a substantial breach of this agreement.*

Sample smoke-free policy lease addendum

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

1. Purpose of smoke-free policy

Due to the irritation and known health risks of exposure to second-hand smoke, increased risk of fire, and increased maintenance, cleaning and recovery costs, and whereby landlords in Alberta are required by law not to permit any condition in housing premises that is or may become injurious or dangerous to the public health, including any condition that may hinder in any way the suppression of disease, all forms of smoking shall be prohibited.

2. Definition of smoking

The term “to smoke” or “smoking” means to inhale, exhale, burn or have control over a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking implement designed to burn tobacco or any other weed or substance for the purpose of inhaling or tasting of its emission.

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. Smoke-free policy

Effective <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 smoke-free. Tenant, members of tenant’s household, visitors, guests and business invitees shall not smoke anywhere in the unit rented by tenant, the building where 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 XX metres of the doorway.>

<optional> The smoke-free policy will be adopted through attrition. This means that:

- a. existing tenants will be exempted (grandfathered in) for the length of their tenancies, unless they choose to sign a smoke-free policy lease addendum; and,
- b. new tenants will sign leases with the smoke-free policy included.

5. Tenant to promote smoke-free policy and to alert landlord of violations

Tenant shall inform tenant’s guests, invitees, visitors and business invitees of the smoke-free 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 tenant’s apartment unit.

6. Landlord to promote smoke-free policy

Landlord shall post no-smoking signs at entrances, 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 smoke-free 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 smoke-free 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 smoke-free policy agreement with landlord. Tenant acknowledges that 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 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.