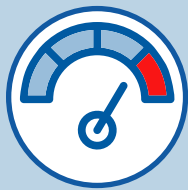




Everyone Deserves a Healthy, Smokefree Home!

Did you know?



There is **NO** safe level of secondhand smoke.¹ Secondhand smoke contains more than 7,000 chemicals, and about 70 can cause cancer.²



Secondhand smoke can enter through vents, electrical outlets, and even small cracks in the wall.¹



If all public housing in the U.S. was smokefree, it would save **\$153 million each year**, including apartment cleaning and fire-related costs.¹

Multi-unit housing tenants are more likely to be exposed to secondhand smoke!



Heating, air conditioning, and ventilation systems cannot eliminate exposure to secondhand smoke and can actually distribute it.¹



Up to **65% of air** is shared between apartment units.³



It costs, on average, **\$5,000** or more to clean a unit after it has been smoked in.⁴

All secondhand smoke is dangerous!



Marijuana and vape aerosols contain the same cancer-causing chemicals as cigarettes.⁵



In addition to chemicals, marijuana smoke also contains **THC**, which can harm children's brain development.⁵

Public Opinion Survey Results Are In!

In a public opinion survey with a random sample of multi-unit housing residents in Chico, most tenants agree...

94%

All common indoor areas should be smoke and vape free.

93%

Designated smoking and vaping areas should be disclosed.

81%

It should be disclosed that smoking or vaping occurred in a housing unit.

75%

All common outdoor areas should be smoke and vape free.



85%

of respondents agreed there should be rules in place to protect residents from secondhand smoke and aerosols.

Tobacco Use Rates

According to our poll, 18.3% of multi-unit housing (MUH) tenants in Chico said that they use tobacco products, which is higher than the 17.3% smoking rate in Butte County.



18.3%

Chico MUH residents use tobacco



17.3%

Butte County residents use tobacco⁶



11.7%

California residents use tobacco⁶

To date **96 municipalities in CA** have adopted smokefree indoor policies within private units of multi-unit housing properties. Please support the adoption of policies that ban smoking in and around multi-unit housing properties in order to **protect the health** and lives of tenants in Chico.

Sources:

1. Centers for Disease Control and Prevention. Going Smokefree Matters: Multiunit Housing. Smoking & Tobacco Use. 2021. <https://www.cdc.gov/tobacco/secondhand-smoke/going-smokefree-matters/multi-unit/index.html> [Accessed 01/2023]
2. Secondhand Smoke (SHS) Facts. Centers for Disease Control and Prevention. 2021. https://www.cdc.gov/tobacco/data_statistics/fact_sheets/secondhand_smoke/general_facts/index.htm
3. Center for Energy and Environment. Reduction of Environmental Tobacco Smoke Transfer in Minnesota Multifamily Buildings Using Air Sealing and Ventilation Treatments. 2004. <https://www.mncee.org/sites/default/files/report-files/Reduction-of-Environmental-Tobacco-Smoke-Transfer-in-Minnesota-Multifamily-Buildings-Using-Air-Sealing-and-Ventilation-Treatments.pdf> [Accessed 01/2023]
4. Ong, M.K., et al. Estimates of Smoking-Related Property Costs in California Multiunit Housing. American Journal of Public Health. 102(3), 490-493. 2012. <https://doi.org/10.2105/AJPH.2011.300170>
5. Centers for Disease Control and Prevention. Secondhand Marijuana Smoke. Marijuana and Public Health. 2020. <https://www.cdc.gov/marijuana/health-effects/second-hand-smoke.html> [Accessed 01/2023]
6. Vuong TD, Zhang X, Roeseler A. California Tobacco Facts and Figures 2019. Sacramento, CA: California Department of Public Health; May 2019. Page 8.



Smoke-Free Multi-Family Housing

FREE Resource List

Butte County Tobacco Education Program

- Signage and stickers for smoke free multi-family complexes
- Presentations to residents about smoke free housing policies and quitting tobacco
- Assistance with creating smoke free lease addendums or policies for multi-family housing

ATadeo@buttecounty.net
(530) 552-3962



Public Health Law Center

- Sample smoke free lease addendums and smoke free multi-family housing complex policies
- Information on landlord and tenant rights, current laws, and existing policies
- Guides to fair policy enforcement

<https://bit.ly/smokefreehouse>



Kick It California

- Free resources in English and Spanish
- Downloadable and printable flyers and education materials about quitting smoking and vaping
- Phone and text support for people trying to quit smoking

www.kickitca.org
(800) 300-8086





Go Smokefree

With Your Housing Property

Protect Your Property

- **Reduce Fire Risk.** Smoking-related fires in multi-unit housing cause over \$173 million in property damage each year.¹
- **Save Money.** Smoking-related repairs and cleaning for one unit cost \$5,000 on average.² Also, insurers may offer a premium credit with up to 10% savings for smokefree properties.³
- **Reduce Tobacco Litter.** Cigarettes make up over one-third of all collected litter worldwide.⁴ Adopting a smokefree policy can keep your property cleaner.

A majority of adults in California believe that apartment complexes should be smoke and vape free.⁵



Protect Your Tenants

- **Reduce Secondhand Smoke.** Tobacco smoke drifts between units through vents, electrical outlets, windows, and tiny cracks in walls. **Each year, 41,000 nonsmokers die from secondhand smoke in the U.S.**⁶ It is especially dangerous for babies, children, older people, and pets.
- **Limit Liability.** People with breathing problems or allergies have legal protection under the Americans with Disabilities Act and the Fair Housing Act if their health is affected by secondhand smoke.
- **Prevent Thirdhand Smoke.** This pollution lingers in rooms, on furniture, and on clothes long after smoking stops. **Sticky, highly toxic particulates, like nicotine, can cling to walls and ceilings.**⁷



Your Property, Your Call!

You have the legal right to adopt a smokefree policy to protect your investment and tenants. It is easier than you think!

- Make these areas smokefree: Inside units, on balconies/patios, in common areas, and within 25 feet of buildings.
- Develop and add a smokefree addendum to lease agreements.
- Send residents notice of upcoming changes.
- Post “No Smoking or Vaping” signs in all public areas.

Resources for smokefree policies and lease addendums

Smoke-free Apartment House Registry
www.smokefreeapartments.org

Americans For Nonsmokers' Rights
<http://no-smoke.org>

References:

1. Ahrens, M, et al. Home Structure Fires Supporting Tables. National Fire Protection Agency. 2021.
2. Ong, MK, et al. Estimates of smoking-related property costs in California multiunit housing. *American Journal of Public Health*, 102.3, (2012). doi: 10.2105/AJPH.2011.300170.
3. UCLA-Smokefree Air for Everyone. Capital Insurance Group Offers Smokefree Premium Credit to California Landlords; New Rental Unit Non-Smoking Law Becomes Effective January 1, 2011. 2011. <https://healthpolicy.ucla.edu/programs/health-data/uclasafe/Pages/CIG%20offers%20smoke-free%20premium%20credit%20to%20California.pdf>
4. World Health Organization. Tobacco and its environmental impact: an overview. Geneva 2017.
5. Online California Adult Tobacco Survey. Online CATS 2020 (Wave 4) [dataset]. 2020.
6. U.S. Department of Health and Human Services. The health consequences of smoking – 50 years of progress: A report of the surgeon general. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health. 2014.
7. Thirdhand Smoke Resource Center. What is Thirdhand Smoke? <https://thirdhandsmoke.org/about/what-is-ths/> (Accessed 9/2022)

Smoke-Free Lease Addendum

Date:

Property Name:

Apt/Unit #:

Tenant Name(s):

Tenant Address:

Tenant and all members of Tenant's household are parties to a written lease with the property owner (or Landlord). This Addendum states the following additional terms, conditions, and rules that are incorporated into the lease through this addendum. A breach of this lease addendum gives each party all the rights contained herein, as well as the rights in the lease.

Section 1. Purpose of Smoke-Free Policy

The parties desire to mitigate (i) the irritation and known adverse health effects of secondhand commercial tobacco smoke; (ii) the health dangers and property damage caused by thirdhand smoke; (iii) the increased maintenance, cleaning, and redecorating costs from commercial tobacco smoke; (iv) the increased risk of fire from smoking; and (v) the higher costs of property insurance for a non-smoke-free building.

Section 2. Definitions

- **"Smoke" or "Smoking"** means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco, nicotine, or plant product intended for inhalation, including hookah and marijuana, whether natural or synthetic.
- **"Electronic smoking device"** means any device that can be used to deliver aerosolized or vaporized nicotine to the person inhaling from the device, including, but not limited to, a(n) e-cigarette, e-cigar, e-pipe, vape pen, disposable vaping device, or e-hookah.

Section 3. Scope of Smoke-Free Policy

Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant, members of Tenant's household, and any guests under control of the Tenant will not smoke anywhere:

- I. In the unit rented by the Tenant, including any associated balconies, decks, or patios;
- II. In the common areas of the property, including, but not limited to, lobbies, hallways, stairwells, elevators, laundry rooms, community rooms, community bathrooms, or offices; or
- III. On the outdoor grounds of the property, including, but not limited to, entryways, playgrounds, pool areas, walking paths, or sitting areas.

Section 4. Tenant to Promote Smoke-Free Policy and Alert Landlord of Violations

Tenant will inform Tenant's guests of the smoke-free policy. Tenant will also promptly give Landlord a written statement of any incident where Tenant observes smoking not allowed by this policy or believes smoke is migrating into the Tenant's unit from sources outside the Tenant's unit.

Section 5. Landlord to Enforce Smoke-Free Policy

Landlord will post no-smoking signs at entrances and exits, common areas, and in conspicuous places on the property. Landlord will also take reasonable steps to promptly remedy known and reported violations of the smoke-free policy. Landlord is not required to take steps in response to smoking unless Landlord knows of the violation.

Section 6. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement

Tenant agrees that other Tenants of the rental community are third-party beneficiaries of Tenant's smoke-free Lease Addendum with Landlord. A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages but does not have the right to evict another Tenant. Any lawsuit between Tenants does not create a presumption that the Landlord breached this Lease Addendum.

Section 7. Effect of Breach and Right to Terminate Lease

Tenant acknowledges that a breach of this Lease Addendum may render Tenant liable to Landlord for the costs to repair Tenant's unit due to damage from smoke odors or residue. A breach of this Lease Addendum is a breach of the lease and grounds for immediate enforcement action, including potential termination of the lease by the Landlord.

Section 8. Violation Enforcement

- a) The first violation shall result in a verbal warning and reminder of the smoke-free policy
- b) The second violation shall result in a written warning and provision of smoking cessation resources and materials.
- c) The third violation shall result in a written warning and provision of smoking cessation resources and materials.
- d) The fourth violation shall result in a notice to vacate with an option to remedy/cure, and provision of smoking cessation resources and materials.
- e) The fifth violation may result in a 10-day notice to vacate without the option to remedy or cure.

Section 9. Disclaimer by Landlord

Tenant acknowledges that Landlord's adoption of a smoke-free living environment and the efforts to designate the premises as smoke-free do not in any way change the standard of care that Landlord or its managing agents owes a Tenant and do not ensure that the smoke-free designated buildings and

premises are any more safe, habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or more 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 secondhand smoke. Landlord and its managing agents are not the guarantor of Tenant's health or the smoke-free condition of the premises. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this lease addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this lease addendum than any other landlord obligation under the lease.

LANDLORD _____

DATE _____

TENANT(S) _____

DATE _____

Health Benefits of Quitting Smoking

WITHIN THREE DAYS...

Within 20 minutes:¹

- Heart rate and blood pressure drop
- Temperature of hands and feet goes up

Within 8- 24 hours:¹

- Carbon monoxide level in blood goes down
- Oxygen level in blood rises to normal
- Chance of heart attack goes down

Within 48 - 72 hours:¹

- Damaged nerve endings start to re-grow
- Sense of smell and taste begin to improve
- Nicotine is out of the body in about 3 days²

WITHIN A YEAR...

2 weeks to 3 months:¹

- Blood flows better in the body
- Exercise is easier
- Lungs work better
- Wounds heal faster

1 to 9 months:¹

- Coughing and shortness of breath get better
- Sinus issues go down
- Body has more energy
- Tiny hairs in the lungs (cilia) start to work again.³
 - » This helps the lungs stay clean and make it easier to breathe.
 - » The risk of getting sick also goes down.

FOR THE REST OF YOUR LIFE...

1 year:¹

- Risk of heart disease is cut by half

2-5 years:³

- Risk of stroke goes down to that of non-smoker

5 years:³

- Risk of cancer of the mouth, throat, esophagus and bladder are cut in half
- Cervical cancer risk falls to that of a non-smoker

10 years:¹

- Lung cancer risk is cut in half
- Risk of voice box (larynx) and pancreatic cancer goes down

15 years:³

- Risk of heart disease is that of a non-smoker.



**Call for FREE help to quit smoking!
1-800-300-8086**

¹ U.S. National Library of Medicine. (2018). *Benefits of Quitting Tobacco*.

² American Cancer Society. (2015). *Why People Start Smoking and Why It's Hard to Stop*.

³ American Cancer Society. (2016). *Benefits of Quitting Smoking Over Time*.