



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**September 17, 2010**

**Resolution 10-07**

**Proposed No. 10-07.2**

**Sponsors**

1           A RESOLUTION encouraging King County county and  
2           city councils, homeowners' association and condominium  
3           association boards, housing authorities, owners, developers  
4           and managers of nonprofit and for-profit publicly funded  
5           multifamily properties and owners, managers and  
6           developers of privately funded nonprofit and for-profit  
7           multi-family properties within King County to adopt no-  
8           smoking policies for the safety and welfare of all citizens  
9           and residents of King County.

10           WHEREAS, tobacco use is the leading cause of preventable death in the United  
11 States and in King County where it is estimated to cause one thousand nine hundred  
12 ninety adult deaths every year and thirty-three million dollars in medical costs, and

13           WHEREAS, the 2006 U.S. Surgeon General's Report, The Health Consequences  
14 of Involuntary Exposure to Tobacco Smoke, has concluded that:

15           1. Secondhand smoke exposure causes disease and premature death in children  
16 and adults who do not smoke;

17           2. Children exposed to secondhand smoke are at an increased risk for sudden  
18 infant death syndrome, acute respiratory problems, ear infections and asthma attacks;

19           3. Exposure of adults to secondhand smoke has immediate adverse effects on the  
20 cardiovascular system and causes coronary heart disease and lung cancer;

21           4. There is no risk-free level of exposure to secondhand smoke;

22           5. Establishing no-smoking policies is the only effective way to prevent  
23 secondhand smoke exposure in indoor areas, because ventilation and other air cleaning  
24 technologies cannot completely control for exposure of nonsmokers to secondhand  
25 smoke;

26           6. Evidence from peer-reviewed studies shows that smoke-free policies and laws  
27 do not have adverse economic impacts; and

28           7. An estimated nearly fifty thousand excess deaths result annually from  
29 exposure to secondhand smoke, and

30           WHEREAS, numerous studies have found that tobacco smoke is a major  
31 contributor to indoor air pollution, and that breathing secondhand smoke is a cause of  
32 disease in healthy nonsmokers, including heart disease, stroke, respiratory disease and  
33 lung cancer, and

34           WHEREAS, the American Society of Heating, Refrigerating and Air  
35 Conditioning Engineers determined that there is currently no air filtration or other  
36 ventilation technology that can completely eliminate all the carcinogenic components in  
37 secondhand smoke and the health risks caused by secondhand smoke exposure, and  
38 recommends that indoor environments be smoke-free in their entirety, and

39           WHEREAS, according to the 2000 Surgeon General Report, Reducing Tobacco  
40 Use, clean indoor air regulations may contribute to a reduction in smoking prevalence  
41 among workers and the general public. Studies have found that moderate or extensive

42 laws for clean indoor air are associated with a lower smoking prevalence and higher quit  
43 rates, and

44 WHEREAS, a 2008 survey of residents in seventeen Portland, Oregon federally  
45 subsidized rental communities found that nearly half of respondents who smoke reported  
46 making an attempt to stop smoking since a smoke free policy was enacted, and two-thirds  
47 of those cited the policy as part of, or the main reason, for the attempt at quitting, and

48 WHEREAS, the United States Department of Housing and Urban Development  
49 has strongly encouraged public housing authorities to implement nonsmoking policies in  
50 some or all of their public housing units, and

51 WHEREAS, as of August 2010, at least one hundred eighty-four local housing  
52 authorities across the country had adopted smoke-free policies for some or all of their  
53 apartment buildings, with about one hundred sixty-eight being adopted since the  
54 beginning of January 2005, which is an average of about two and one-half per month.  
55 That constitutes an increase in the number of housing authorities with smoke-free policies  
56 of over one thousand percent in sixty-eight months, indicating that smoke-free policies  
57 are becoming increasingly more common, and

58 WHEREAS, the Washington state Landlord-Tenant Act, chapter 59.18 RCW,  
59 permits landlords of multifamily dwellings to establish reasonable obligations and  
60 restrictions concerning the use of the property including dwelling areas, and

61 WHEREAS, a "no-smoking" policy is a reasonable restriction designed to protect  
62 the health and safety of tenants and reduce the risk of property damage from secondhand  
63 smoke and fires caused by lit tobacco products, and

64 WHEREAS, there is no constitutional right to smoke, and

65 WHEREAS, "no-smoking" housing policies are not enacted to evict people who  
66 smoke but to restrict smoking for the protection of others, and

67 WHEREAS, according to the 2007 Fire in Washington Annual Report of the  
68 Washington State Patrol Office of the State Fire Marshal, cigarettes are the leading cause  
69 of preventable fire fatalities, accounting for nearly twenty percent of the total fire  
70 fatalities over the past five years, the majority of which occur in homes, and

71 WHEREAS, according to data from National Fire Incident Reporting provided by  
72 the Washington state Fire Marshal's office, in 2008, smoking caused fifteen million  
73 dollars in damages from fires at residential properties in Washington state, and

74 WHEREAS, the Washington state Legislature and the King County Board of  
75 Health have passed strong statutes and regulations, respectively, prohibiting smoking in  
76 nearly all public places and places of employment, and multifamily housing is now one  
77 of the leading sources of exposure to secondhand hand smoke in King County, and

78 WHEREAS, a 2008 Public Health Seattle-King County survey conducted by  
79 Gilmore research of multifamily rental housing found that one in five residents report  
80 exposure to secondhand smoke in their homes at least a few times a week. A large  
81 majority, which was seventy-seven percent, of survey respondents also said they would  
82 choose to rent a unit in a nonsmoking complex rather than a complex where smoking is  
83 allowed, and

84 WHEREAS, according to the King County Behavioral Risk Factor Surveillance  
85 System (2004-2008), there are large inequities in the proportion of homes in King County  
86 in which smoking is permitted: homes where smoking is permitted are seven times more

87 common among low income groups than more affluent ones and twice as common  
88 among African Americans and American Indians/Alaskan Natives than among whites;

89 NOW, THEREFORE, BE IT RESOLVED by the Board of Health of King  
90 County:

91 A. The King County Board of Health strongly encourages the county and city  
92 councils to use the full extent of their legal authority to prohibit smoking in all  
93 multifamily housing complexes and to make smoke-free housing opportunities equally  
94 available to all persons within their jurisdictions.

95 B. The King County Board of Health strongly encourages developers and home  
96 owners' association boards to include a "no-smoking" clause in their covenants,  
97 conditions and restrictions or house rules for all units.

98 C. The King County Board of Health strongly encourages housing authorities and  
99 owners, developers and managers of publicly funded, nonprofit and private multifamily  
100 properties to adopt a "no-smoking" policy for all units.

101 D. The King County Board of Health requests the tobacco prevention program of  
102 the Seattle - King County Department of Public Health to make available upon request  
103 model "no-smoking" policy language appropriate for each of the entities named in

104 subsections A. through C. of this motion and to provide assistance to all entities wishing  
105 to enact those policies.  
106

Resolution 10-07 was introduced on and passed as amended by the Board of Health on 9/16/2010, by the following vote:

Yes: 12 - Ms. Drago, Mr. Hutchinson, Mr. Conlin, Ms. Patterson, Ms. Lambert, Mr. Licata, Dr. Nicola, Dr. Danielson and Mr. O' Brien

No: 0

Excused: 2 - Ms. Frisinger and Ms. Clark

BOARD OF HEALTH  
KING COUNTY, WASHINGTON

  
\_\_\_\_\_  
Julia Patterson, Chair

ATTEST:

  
\_\_\_\_\_

Anne Noris, Clerk of the Board

**Attachments:** A. Model "No Smoking" Policies

## **Model “No Smoking” Policies**

**Attachment to Board of Health Resolution September 2010**

### **Table of Contents:**

- 1. MODEL COVENANTS CONDITIONS AND RESTRICTIONS (CCRs) “NO-SMOKING” POLICY**
- 2. MODEL “NO-SMOKING” LEASE ADDENDUM**
- 3. MODEL “NO-SMOKING” LEASE CLAUSE**

## 1. MODEL CCR "NO-SMOKING" POLICY

- a. No owner, family member, tenant, resident, guest, business invitee, or visitor shall smoke cigarettes, cigars, or any other tobacco product, marijuana or illegal substance anywhere within the boundaries of the project or complex. This prohibition shall include the outside common area, enclosed common area, exclusive use common area and units within the project.
- b. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
- c. "Business invitee" shall include, but is not limited to, any contractor, agent, household worker, or other person hired by the owner, tenant or resident to provide a service or product to the owner, tenant, or resident.
- d. Any owner who sells his unit shall specifically disclose to all potential buyers and Realtors that smoking is prohibited everywhere within the project, including within the units. Any owner who rents or otherwise allows someone other than the owner to reside within or occupy the unit shall disclose to all persons who reside within his unit that smoking is prohibited within all common areas and the unit prior to their residency or occupancy.
- e. Each owner is responsible for the actions of all other persons residing within or visiting his/her unit and shall be subject to disciplinary action or a court action for an injunction, or any remedies available for the violation of this section. This section may be enforced in a court of law by any resident or the association. If any resident or the association is required to hire legal counsel to enforce this section, the resident or the association shall be entitled to recover his/her or its attorneys fees and costs incurred, whether or not litigation has been commenced. The association may collect the attorneys fees and costs it incurs through the use of a special assessment levied against the owner of the unit and an assessment lien, if necessary.
- f. The Board of Directors shall have the authority and power to enact rules and regulations which it deems necessary to enforce this restriction, including a schedule of fines which may be imposed after notice and a hearing.

## 2. MODEL "NO-SMOKING" LEASE ADDENDUM

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

- a. **Purpose of No-Smoking Policy:** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the high costs of fire insurance for buildings with smoking;
- b. **Definition of Smoking:** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
- c. **No-Smoking Complex:** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a no-smoking living environment. Tenant and members of Tenant's household 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, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
- d. **Landlord Not a Guarantor of No-Smoking Environment:** Tenant acknowledges that Landlord's adoption of a no-smoking living environment, and the efforts to designate the rental complex as no-smoking, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the no-smoking condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the no-smoking terms of its leases and to make the complex no-smoking. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.
- e. **Effect of Breach and Right to Terminate Lease:** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.
- f. **Effect on Current Tenants:** Tenant acknowledges that current tenants residing in the complex under a prior lease will not be immediately subject to the No-Smoking Policy. As current tenants move out, sign a lease addendum, or enter into new leases, the no-smoking policy will become effective for their unit or new lease.

Signed:

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Manager/Landlord

\_\_\_\_\_  
Date

### **3. MODEL "NO-SMOKING" LEASE CLAUSE**

Include in the Lease "Definitions" section:

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

Include in the Lease "Restrictions" section:

**SMOKING:** Due to the increased risk of fire and the known adverse health effects of secondhand smoke, smoking is prohibited in any area of the property, both private and common, whether enclosed or outdoors. This policy applies to all owners, tenants, guests, employees, and service persons.