

Martinez Multi-Family Secondhand Smoke Regulations Overview of Key Provisions

- ✓ Secondhand smoke regulations **go into effect on June 1, 2010**
- ✓ Regulations apply to multi-unit residences defined as “apartment, co-op, condominium building, senior center or nursing home, or building site with 4 or more attached dwelling units”
- ✓ Key provisions include prohibition of smoking in the following places:
 - “Common Areas,” defined as areas accessible and usable by more than one resident, tenant, employee/employer, or member of the public
 - Examples include halls, paths, lobbies, elevators, laundry rooms, outdoor eating areas, swimming pools, parking lots
 - “Private Outdoor Spaces,” defined as any outdoor area associated with a unit that is used solely by the resident of that unit
 - Examples include balconies, patios, decks, entry porches, and carports
- ✓ Landlords can establish outdoor “Designated Smoking Areas” on premises, subject to following conditions:
 - Must be at least 20 feet away from indoor areas where smoking is prohibited
 - Must not include or be within 20 feet of outdoor areas used primarily by children (i.e. play or swimming areas)
 - Must be no more than 25% of the total outdoor areas of premises
 - Must have clearly marked perimeter
 - Must be identified by one conspicuous sign at designated smoking area, and one conspicuous sign elsewhere on the premises
 - Must not overlap any area in which smoking is prohibited
- ✓ Landlords must conspicuously post “No Smoking” signs in all Common Areas
- ✓ Landlords must provide with every lease list of nonsmoking units; floor plans identifying relative position of smoking and nonsmoking units; and location of any designated smoking areas
 - If list and floor plan not provided, unit subject to lease is nonsmoking
- ✓ Leases must be amended with various clauses (can be accomplished using CAA Form 34.0 (revised 1/07)):
 - Smoking prohibited in all Common Areas and Private Outdoor Spaces
 - Material breach of lease to violate smoking regulations on Premises
 - All lawful occupants of Premises are express third-party beneficiaries
 - Liability extends to Landlord and any lawful occupant exposed to secondhand smoke as a result of breach of lease
- ✓ Landlords are not liable for breach if:
 - Landlords have fully complied with new lease requirements
 - Landlords take reasonable steps to enforce nonsmoking regulations once they are made aware of smoking violations
- ✓ Enforcement is the responsibility of Landlords, and Tenants by civil action if necessary