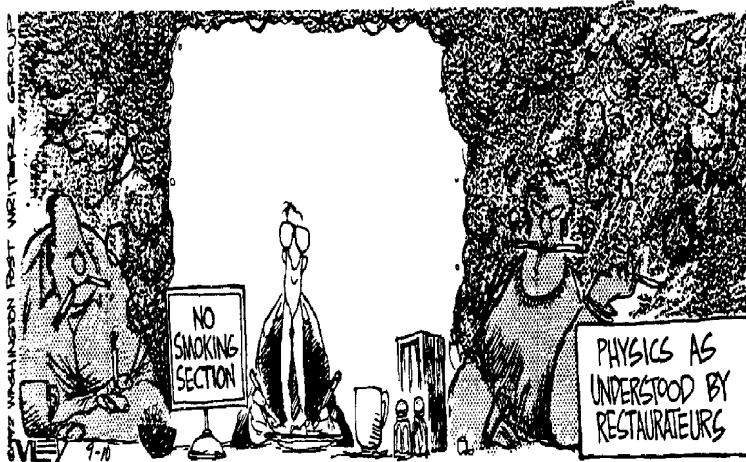


# *Smoke-free Condominiums*

*Their day has come...*



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**Restaurants across the nation are going 100%  
smoke free, and increasing their business in  
the process. Why can't the same benefit  
apply to condominiums and apartments?**

**It can, and this booklet will show you how.**

**Don't be unresponsive because you  
don't have this problem today.**

**Tomorrow a heavy cigar, pipe or cigarette  
smoker can move in next door and could  
substantially decrease the value of your  
property. You'll have no other option  
but to sue, unless you take steps today  
to make your facility smoke free.**

***Smoking is optional, breathing is not.***

## **Smoke-Free Condominiums**

**by: Jack E. Lohman, Founder and Director  
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The benefits of being smoke free are not limited to restaurants. In fact, they can be even greater for the condominium owner.

There are few competitive units that are smoke free, actually less than 1%, with a vast population of nonsmokers who are seeking them out. Condos have a fixed number of units, and once filled, their market values can substantially increase. Many people will pay extra for a smoke-free condo. As well:

- Fire hazards are reduced, ultimately reducing fire insurance costs, but most certainly reducing fire risks.
- Even when you can't smell it, it's there. Like asbestos, significant health risks are always present with tobacco smoke
- The potential of crime is reduced, even if minimally.

### **How can you lose?**

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There are two approaches to freeing yourself of annoying and harmful tobacco smoke: the easy way and the hard way.

The easy way is to collectively petition your condominium association to make the complete facility smoke free. This is a win-win even for the smokers.

But failing that, you have legal options to get protection from tobacco smoke drifting into your apartment from that of a neighbor's. This option is clearly more difficult, but achievable, though it does not offer the complete benefits. However, with today's knowledge of the health risks of secondhand smoke, winning is virtually guaranteed (though it could be a protracted process).

## **The two types of smokers**

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Most smokers have become very sensitive to the discomfort they cause nonsmokers. They generally want to quit smoking themselves, and realize the harm they cause to themselves and others. They often smoke outside when others are around, even when there are no requirements to do so.

However, there is a small percentage of die-hard smokers who simply don't care, and don't want others interfering with their personal enjoyment. They perceive that their right to smoke supersedes your right to breathe clean, safe air. It's a selfish addiction which only the smoker enjoys.

But even the die-hard smokers will benefit from the conversion to a smoke free facility.



## **The easy way**

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The condo tenants should petition the Association Board to designate that all buildings become smoke free, but grandfather in all current smokers.

That will ensure that all future tenants who move in are aware of the policy and agree to abide by it (or pay hefty costs as a penalty).

The byproduct of this will be a condominium complex that is (a) smoke free, (b) has reduced fire risk, (c) has, even if minimally, reduced crime (more on that later), and (d) all of which would increase the property value for all tenants, including the smokers!

It is hard to imagine why even the smokers would not welcome this. If restaurants around the country can go smoke free and increase business in the process, why can't condominium complexes?

Advertising your condos as smoke free would put them at a premium and a very much sought after place to live. In fact, the association should send a press release to all print and broadcast media to get free publicity and develop a waiting list for people to buy in.

It's a win-win situation. A no-brainer.

Successes in the smoke-free world are everywhere. The reason: the ratio of nonsmokers (76%) to smokers (24%) is an overwhelming 3:1. One is an increasingly bigger pie to draw from and has fewer smoke-free competitors, while the other is a declining marketplace. Being smoke free makes good business sense, even if you are a smoker yourself.

### **Diverting the smoke**

Some associations have considered diverting the smoke from the offending apartment to the outside (at an estimated cost of \$2500). This is certainly an option, and indeed should be done even on a temporary basis, regardless of the ultimate decision to go completely smoke free.

The issue is, who should pay the costs? The association (the other owners), or the offending smoker?

It is likely that the association bylaws state that dispersment of noxious materials is a nuisance and violates the association rules. It would then seem that the legal burden would fall on the offending smoker, requiring him/her to bear the costs.

Note: If you attempt to solve this problem yourself, recognize that putting a fan in your window and blowing the smoke outward exasperates the problem. That creates a vacuum in your apartment which draws the smoke IN from the smoker's apartment (through the cracks under the door and electrical outlets). It is best to have the fan blowing inward, which puts the air pressure in your apartment at a positive level compared to the smoker's apartment, and thus no smoke can enter yours. The smoker, on the other hand, should have a fan blowing the smoke outward, thus creating negative air pressure.

While 75% of the population are nonsmokers, less than 1% of apartment buildings are smoke free. This is a marketing niche that will allow higher condo prices and rental rates.

## **Your legal options**

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Your association board has a fiducial responsibility to ensure that the association safety rules are carried out to the benefit of all owners, whether smoker or nonsmoker.

They are not, however, obligated to yield to the smoker who claims a right to smoke in his/her own apartment when toxic smoking materials are violating a nuisance provision in the association rules! There is also no constitutional right to smoke when it harms others.

The association would likely prevent the dispersment of other toxic materials, why would toxic tobacco smoke be any different?

In fact, the board has every obligation to prevent such violations and itself can be held responsible for failing to do so.

If the board fails to remedy the situation, you have two options: vote them out, *even if it means calling a special election*, and take legal action.

Perhaps there is an attorney in the complex that will work with you on this, but if not, consider sharing the legal expenses among the nonsmoking tenants. You may even be able to recover the legal fees from the offending smoker or the association.

## **What to do?**

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Smokefree advocacy associations across the country are receiving an increasing number of complaints about seeping tobacco smoke from neighboring apartments, condominiums, and offices that are causing annoyance, irritation, and sometimes even illness.

Although the advocates cannot provide individual legal advice, and though the law varies from community to community, the purpose of this booklet is to provide some suggestions for dealing with this problem. It is geared toward apartment or condo dwellers, but many of the suggestions could be used in office building settings.

### **1) Examine your lease.**

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Many documents contain covenants, conditions, or terms prohibiting persons living in a building from engaging in activities -- even in their own apartment -- which unreasonably interfere with another tenant or owner's enjoyment of his or her apartment. Playing music too loudly, having late-night parties, or cooking foods which generate very unpleasant odors are common examples of such activities. Smoking is another, particularly where it can be shown that the smoke is being carried by the ventilating system, or by other means, such as seepage through electrical outlets, into the apartment of another person who finds it objectionable. In such situations the matter should be brought to the attention of the landlord or condominium management as what lawyers call a "breach of the covenant of quiet enjoyment."

### **2) Obtain medical documentation.**

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If you, (or someone who lives in your apartment) have asthma, hay fever, allergies, pulmonary or cardiac disease, or other conditions which make you unusually sensitive to tobacco smoke, you can make your case stronger by obtaining a letter to that effect from a physician. A copy of this letter can then be sent by certified mail, receipt requested to the landlord or condominium management -- and even to the persons who are smoking -- to put them on notice of your condition. Even if you do not have a recognized medical condition, you may still be able to obtain such a letter by demonstrating to a physician that you suffer specific problems (such as headache or sore throat) after exposure to tobacco smoke. If you want to go one step further, you can obtain a blood test to document the level of nicotine (cotinine) in your blood (though the half-life on this is relatively short and will not show signs unless exposure was recent).

*For the same reason you wouldn't allow someone to spray radon or asbestos dust in your apartment, you shouldn't allow the dispersment of toxic tobacco smoke.*

### **3) Seek out others for support.**

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"United we stand, divided we fall" goes the old saying, and it is true in this situation as well. It is probably that you are not the only person who is being inconvenienced, and a common complaint coming from many people is more likely to be taken seriously than a complaint from only one person. Try to contact other neighbors, not only on a one-to-one basis, but also by speaking out at tenant meetings, writing an article for an apartment newsletter, and posting notices in elevators and on apartment bulletin boards. Even those who do not suffer from the problem may nevertheless be sympathetic and lend valuable support.

### **4) Seek help from other pro-health groups.**

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Various groups and departments may be able to advise you concerning local laws, to help you find doctors and other witnesses who can assist you, to help obtain publicity about your plight, to put pressure on the management, and if necessary to help you find a cooperating attorney. You may want to contact the American Cancer Society, American Heart Association, American Lung Association, local health departments, city attorneys, and other local groups for help. The Trial Lawyers Assn., the Bar Association, or United Way may be able to help you find legal help. The Tobacco Liability Project may be able to offer some assistance: Call toll-free 1-800-ETS-SUIT.

### **5) Reassure management that there is no "right" to smoke.**

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The landlord or condominium management may assume that there is nothing they can do about smoking in individual apartments, but that is clearly not the law. Many activities which occur in one apartment, but which cause annoyance, irritation, or health problems in another, can be regulated or prohibited outright. Common examples are the playing of loud music, the storage of paint or other flammable materials, playing ball or other activities which cause excessive vibrations, etc. The law is clear that there is not constitutional or other legal right to smoke, even in one's own dwelling.

Most state laws allow building owners to implement their own regulations on smoking. In fact, in today's litigious society, it has become a legal obligation. There are a number of smoke-free buildings, condos, offices, and major corporations in every state.

**6) Consider and propose different remedies.**

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While it may be possible to order a person not to smoke in an apartment, or to smoke only in certain rooms or with a window open, there may be other steps which can also be taken, and which could be suggested to the landlord or condominium management. These include adding more fresh air intake into the ventilation system: changing, cleaning, or installing better filters; restricting the amount of air exhausted through the ventilation system from apartments where persons are smoking, etc.

**7) Offer smoking cessation help to the person causing the problem.**

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Most smokers, well over 80%, want to quit smoking. Offer your help to them, and consider offering to help pay for the costs. This might be cheaper than a law suit.

**8) Consider advising management of potential liability.**

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It is unfortunately true in our society that people often refuse to act unless legal consequences are suggested. Therefore, if all else fails, you may wish to advise the landlord, condominium management, or even the individual members of the condominium board of possible legal liability for failing to take reasonable steps to protect your health, especially once the problem has been formally brought to their attention.

However, attorney's say that you will have a better case if you can demonstrate and document that you have made every attempt to resolve the problem before going to court. Such notification can best be made politely but firmly in a certified mail (receipt requested) letter sent by you, a pro-health group, or an attorney.

**9) If all else fails, consider legal action.**

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As a last resort, you may wish to seek the advice of an attorney to represent you concerning this matter and to consider the feasibility of bringing legal action against the offending tenant, the landlord or condominium, or both, under theories of breach of the covenant of quiet enjoyment, negligence nuisance, etc. GASP and other groups may be able to help provide you with the names of local attorneys who are sympathetic to the plight of the nonsmoker.

**10) Talk to others about the dangers of secondhand smoke.**

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People who might not otherwise be concerned about tobacco smoke may view it quite differently if you can demonstrate to them that it causes lung cancer in nonsmokers, and that it causes thousands of deaths among nonsmokers each year. If you do not already have this information, write or call GASP for our list of educational materials.

***The Element of Crime***

Studies demonstrate that 90% of crime is committed by smokers, though smokers represent only 25% of the population.

***No, this does not mean that 90% of smokers are criminals, nor does it mean that nonsmokers are noncriminals! It means only what it says: that a high percentage of criminals are smokers!***

Like it or not, the fact remains that smokers are more likely to also be addicted to alcohol and drugs. Clearly we wish that were not the case, but it is.

Thus, as it relates to condominium complexes, prohibiting smoking in the buildings will discourage applications from smokers (and, by extension, alcoholics, drug abusers, gangs and the elements that accompany those problems).

It is easy to see why this would increase the marketability of your own condominium.

## **Apartments**

For apartments, a planned conversion is recommended -- perhaps a three month notice to tenants advising them that the building is going smoke free, thus giving them time to find another place.

Use that time to attract new tenants for the ones you will surely lose. If you want to spread it over a longer period, tie it to the termination dates of the leases. Have a clause in all new leases that commit tenants to the expense of any damages or costs that results from violation of the lease.

You can probably push the issue if some smokers rebel, but the legal issues should be discussed with an attorney. Typical leases have a clause prohibiting a tenant from using the premises in such a manner as to interfere unreasonably with use by another occupant of the same building. Nuisance rules in the leases may control here.

The property owner has a right to determine what is permitted on the premises -- however, the tenants should be given adequate notice of the changed policy and it may not be as easy to apply to current tenants until their lease expires and a new lease is signed.

It is a good idea to set a date in the future when the building will become smoke free. The landlord should advise the smoking tenants that the no-smoking policy will go into effect when their lease term is over.

The landlord should have a provision in any new leases prohibiting smoking anywhere on the premises by the tenant or guests of the tenant. If it's in a signed lease, any tenant would be hard pressed to argue against it.

- Legal liability will be reduced (especially for the landlord)
- Cleaning and replacement costs are reduced.
- Turnover caused by smokers will be reduced.

## **The Legal Precedents Case Law from Various Jurisdictions**

Common Law Theories. Significant precedent exists for pursuing remedies under the common law, including bringing legal action under the following theories:

- breach of the covenant of quiet enjoyment
- negligence
- nuisance
- breach of warranty of habitability
- battery
- intentional infliction of emotional distress
- trespass
- constructive eviction

Employing the legal approaches noted above, residents of multiple-person dwellings and office buildings have in some cases prevailed. The following summarizes some of the legal cases that have been decided in various jurisdictions around the country.

***Fox Point Apt. v. Kippes***, No. 92-6924, (Lackamas County (OR) Dist. Ct. 1992). The landlord moved a known smoker into the apartment below a nonsmoking tenant who began to suffer nausea, swollen membranes and respiratory problems as the cigarette smoke entered her apartment. The tenant sued the landlord, alleging that the landlord had breached its statutory duty to keep the premises habitable and the covenant of peaceful enjoyment which the common law implied in every rental agreement. The jury unanimously found a breach of habitability, reduced the plaintiff's rent by 50 percent and awarded the tenant medical costs.

***Donath v. Dadah, et al.***, No. 91-CV179 (Worcester Cty., MA, Housing Court Dept. 1991). A tenant sued her landlord for nuisance, breach of warranty of habitability, breach of the covenant of quiet enjoyment, negligence, battery and intentional infliction of emotional distress due to exposure to secondhand tobacco smoke in her home emanating

from the second floor apartment of the defendants. The plaintiff alleged that she had suffered asthma attacks, labored breathing, wheezing, prolonged coughing bouts, clogged sinuses and frequent vomiting due to the exposure to secondhand smoke in her home. The case was settled for an undisclosed sum of money. She moved out of the apartment shortly after filing the lawsuit.

***Dworkin v. Paley***, 638 N.E.2d 636,93 Ohio App. 3d 383, (Ohio App. 8 Dist. 1994). A nonsmoking tenant, Mr. Dworkin, entered into a one-year lease with the landlord, Ms. Paley, to reside in a two-family dwelling. The lease was later renewed for an additional one-year term. During the second year, Paley, a smoker, moved into the dwelling unit below Dworkin's. Two weeks later, Dworkin informed Paley in writing that her smoking was annoying him and causing physical discomfort. Dworkin noted that the smoke came through the common heating and cooling systems shared by the two units. Within one month, Dworkin vacated the premises. Eight months later, he filed a lawsuit to terminate the lease and recover his security deposit from Paley. The legal action, alleging that Paley had breached the covenant of quiet enjoyment and the statutory duties imposed on landlords (including doing "whatever is reasonably necessary to put and keep the premises in a fit and habitable condition") was dismissed on a motion for summary judgment. The court of appeals reversed the dismissal, concluding that exposure to secondhand tobacco smoke could constitute a breach of the covenant of quiet enjoyment. The appellate court remanded the case for further proceedings, finding that a review of the affidavits presented "the existence of general issues of material fact concerning the amount of smoke or noxious odors being transmitted into appellant's rental unit."

***Pentony v. Conrad et al.***, NJ Super. Ct. (1994). The plaintiffs sought an injunction preventing their downstairs neighbors from smoking between 4:00 P.M. and 9:00 A.M. (when the Pentonys would be home from work) in their apartment because the secondhand smoke seeped throughout the Pentonys' apartment. After a two-hour hearing, the judge

ordered the apartment complex directors to try to resolve the dispute out of court. The neighbors settled their dispute, but the terms of the settlement remain confidential. See "Neighbors Settle Smoking Dispute," *The Record* (Bergen County, NJ), March, 1995, C12; "2 Smokers Are Sued by Neighbors in Apartment Above Them," *New York Times*, April 28, 1994, B6; "US Couple Sue Downstairs Neighbors for Smoking," *The Times*, April 29, 1994; Gold, J., "Judge Rejects Bid to Stop Neighbors Smoking," *The Record* (Bergen County, NJ) S06; Hanley, R., "Judge Turns Down Couple in Quest of Anti-Smoking Order Against Their Neighbors," *New York Times*, April 29, 1994, B5; "Couple Whose Neighbors Smoke Sent to Co-op Board," *Orlando Sentinel*, April 30, 1994, A18; "Judge: Neighbors' Smoking Dispute Must be Resolved by Board," *The Legal Intelligencer*, May 2, 1994, 8; "Complex Orders Repairs in Fight Over Smoking," *The Record* (Bergen County, NJ), May 13, 1994, A27; "Truce Is Reached in a Co-op Clash Over Smoking," May 13, 1994, B4; Boronson, W., "Love Thy Neighbor: Different Ways to Cope with the Nuisance Next Door," *The Record* (Bergen County, NJ), May 15, 1994, R1; and "Upstairs, Up in Smoke," *National Law Journal*, May 23, 1994, A23.

***Snow v. Gilbert, Middlesex Cty.*** (MA) Superior Ct. Docket No. MICV94-07373 (1994). A woman suffering from multiple chemical sensitivity, pulmonary fibrosis and CREST, a form of scleroderma, won a temporary injunction against her landlord to prevent him from renting the units below hers to smokers, at least until she succeeded in finding another apartment elsewhere. The landlord was found to have violated an earlier agreement not to rent the units to smokers. The smoke emanating from the units rented to smokers consequently seeped into the plaintiff's apartment, causing a severe reaction.

***Layon et al. v. Jolley, et al.***, Case No. NS004483, Superior Ct. of Calif., Los Angeles County (1996). The plaintiffs sought an injunction prohibiting harassment. According to the complaint, the plaintiffs' condominium sat above a garage where the defendants smoked marijuana, cigarettes and cigars. The exposure to secondhand smoke had forced the plaintiffs "to evacuate our own home

for hours every time the defendant goes in his garage to smoke." The court issued a restraining order, specifying that "Defendant must stay away from his garage while smoking." See Russell, K., "Court Clears the Air," Press-Telegram, April 26, 1996.

In re **U.S. Department of Housing and Urban Development (HUD) and Kirk and Guilford Management Corp. and Park Towers Apartments**, HUD Case No. 05-97-0010-8,504 Case No. 05-97-11-0005-370 (1998). Two complaints were filed in September 1996 by Nancy V. Kirk under Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Act of 1968 against Guilford Management Corp. and Park Tower Apartments. Ms. Kirk claimed that she had a respiratory condition that was aggravated by exposure to her neighbors' secondhand tobacco smoke, which seeped into her apartment at Park Tower, a HUD-subsidized high-rise for the elderly and the disabled. The parties entered into a conciliation agreement, which was approved by HUD. The agreement provided that Park Tower would go smoke-free, beginning with new tenants only, who moved in on or after March 15, 1998. Smokers could move in, but only if they agreed to comply with the no-smoking policy. Violators of the no-smoking policy would be subject to written warnings and eventually to eviction. Since the transition to a smoke-free building would take many years, Park Tower agreed to inquire of several tenants currently residing in an area of the building having fewer smokers as to their willingness to be relocated elsewhere in the building, thus making available an apartment for Kirk to move to a less smoke-filled area.

**50-58 Gainsborough St. Realty Trust v. Haile, et al.**, 13.4 TPLR 2.302, No. 98-02279, Boston Housing Court (1998). A nonsmoker who lived with her husband in an apartment directly above a smoky bar was sued by her landlord for failure to pay rent. The tenant had withheld the rent, alleging that the smoke seeping into her apartment deprived her of the quiet enjoyment of that apartment. A Housing Court judge ruled that the amount of smoke from the bar below had made the apartment "unfit for

smokers and nonsmokers alike." The judge found that "the evidence does demonstrate to the Court the tenants' right to quiet enjoyment was interfered with because of the second-hand smoke that was emanating from the nightclub below." The judge awarded the tenants \$4,350. See Estes, A., "Tenant Wins Suit over Smoky Home," Boston Herald, June 10, 1998, 1, 4; and "Judge: Landlord Must Stop Secondhand Smoke," The Recorder (Greenfield, MA), June 11, 1998, 9.

**Weil, Gotshal & Manges LLP v. Longstreet Associates, L.P., et al.**, 13.4 TPLR 3.188, Supreme Court of the State of New York (1998). A large law firm in a New York City office building filed suit against the landlord and a tenant located one floor below its offices. The law firm alleged that the secondhand smoke emanating from the floor below had caused some of the firm's partners, associates and employees "illness, discomfort, irritation and endangerment to their health and safety" and prevented some of their personnel from being able to use or occupy their offices. The firm alleged that the landlord breached its contract and constructively evicted the plaintiff and further alleged that both defendants permitted a nuisance, engaged in trespass and were negligent. The law firm later dropped the suit because the owner and the tenant agreed to remedy the smoke problem voluntarily. See Gregorian, D., "Law Firm Smokin' Mad at Neighbors," New York Post, June 23, 1998 22; and Arena, S., "Lawsuit Raises Stink Over Cigar Smoking," Daily News (New York), June 23, 1998, 17. See "Law Firms Drops Smoking Lawsuit," Crain's New York Business, September 14, 1998, 1.

**Lipsman v. McPherson**, 19 M.L.W. 1605 No. 90-1918, (Middlesex, MA, Superior Court 1991). A nonsmoking tenant sued a smoking tenant of an apartment in the same building, alleging nuisance and negligence because the smoke from the defendant's apartment regularly seeped into the plaintiff's apartment, causing him annoyance, discomfort and increasing his risk of physical harm due to exposure to secondhand tobacco smoke and of fire. The defendant filed a motion to dismiss. The court dismissed the claims for negligence and risk of fire,

but allowed the claim of private nuisance to be heard. The defendant won at trial before a judge without a jury. The court ruled that the “annoyance” of smoke from three to six cigarettes per day was “not substantial and would not affect an ordinary person.” It also held that the “plaintiff may be particularly sensitive to smoke, but an injury to one who has specially sensitive characteristics does not constitute a nuisance.” Shortly after this decision, the Defendant moved out.

***Platt v. Stella Landi, et al.***, No. BC 152452, Calif. Super. Ct., Los Angeles County, (1996). A nonsmoking owner of a condominium unit sued his downstairs neighbor and the condo association because of the cigarette smoke that drifted through his open windows from the unit below. The plaintiff sought to prohibit his neighbors from smoking anywhere in the development or from smoking in their condominium, except with the windows closed and under certain conditions. He also wanted the landlords to refrain from renting the neighboring condominiums to smokers. The trial court dismissed the case and the plaintiff appealed. He later sold his unit and vacated the building. The court of appeal ruled that since both the plaintiff and the downstairs neighbor had moved from the building, the case was moot. In addition, the court did not overturn the trial court’s ruling awarding attorneys’ fees to the defendants. See Liss, R., “Non-Smoker Sues Neighbors,” Los Angeles Daily Journal, June 28, 1996; and Simon, S., “Smoke and Ire: Man’s Suit Over Neighbors’ Cigarettes Could Open New Front in War on Tobacco,” Los Angeles Times, July 5, 1996, B2.

**There is no constitutional right to smoke, even in your own apartment or condominium, especially when it harms others.**

### **Other resources:**

**The Smoker Next Door --- Handling Unwanted Tobacco Smoke in Apartments and Condominiums** -- Americans for Nonsmoker's Rights, Aug. '99  
[www.no-smoke.org/apts1.html](http://www.no-smoke.org/apts1.html)

**Secondhand Smoke in Apartments and Condominiums: A Guide for Owners and Managers**  
Americans for Nonsmoker's Rights, August 1998  
[www.no-smoke.org/apts2.html](http://www.no-smoke.org/apts2.html)

**Secondhand smoke in apartment buildings and condominiums**  
Smoke-Free Environments Law Project  
[www.tcsg.org/sfelp/apt\\_condofact.htm](http://www.tcsg.org/sfelp/apt_condofact.htm)

**Smokefree Apartment House Registry**  
[www.smokefreeapartments.org/legal.html](http://www.smokefreeapartments.org/legal.html)

**Wisconsin Initiative on Smoking and Health**  
[www.wish-wi.org/apartments.html](http://www.wish-wi.org/apartments.html)

### **NOTICE**

**Nothing in this booklet shall constitute legal advice. Please consult an attorney before pursuing legal action.**



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### **Action on Smoking and Health (ASH)**

2013 H St NW  
Washington, D.C. 20006  
(202) 659-4310     [www.ash.org](http://www.ash.org)

### **GASP of Colorado**

2885 Aurora Avenue, Suite 37  
Boulder, CO 80303  
(303) 444-9799     [www.gaspforair.org](http://www.gaspforair.org)

### **Smoke-Free Environments Law Project**

The Center for Social Gerontology, Inc.  
2307 Shelby Avenue  
Ann Arbor, Michigan 48103  
(734) 665-1126     [www.tcsg.org](http://www.tcsg.org)

### **Smokefree Apartment House Registry**

10722 White Oak Avenue, Suite 5  
Granada Hills, CA 91344  
(818) 363-4220     [www.smokefreeapartments.org](http://www.smokefreeapartments.org)

### **Tobacco Products Liability Project**

Northeastern University School of Law 400  
Huntington Avenue Boston, MA 02115  
(617) 373-2026     [www.tobacco.neu.edu/](http://www.tobacco.neu.edu/)

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