

# Smoke-Free Housing Lease Addendum

Based on regulations from the U.S. Department of Housing and Urban Development, the owners have designated your housing development as smoke-free housing. Any family or household that agrees to rent one of these designated units must agree to this lease addendum.

- 1. Background:** On December 5, 2016, the U.S. Department of Housing and Urban Development (HUD) adopted regulations that require all public housing authorities to implement a smoke-free housing policy by July 2018.
- 2. Purpose of No-Smoking Policy.** The parties desire to mitigate: (a) the irritation and known health effects of secondhand smoke; (b) the increased maintenance, cleaning and redecorating costs from smoking; (c) the increased risk of fire from smoking; and (d) the higher costs of insurance for a non-smoke-free building.
- 3. Definition of Smoking.** Smoking is defined as inhaling, exhaling, breathing or carrying any lit cigar, cigarette, pipe, waterpipe or hookah, other tobacco products or any form of lighted object or device that contains tobacco and/or marijuana, including but not limited to medical marijuana. Additionally, "smoking" also includes but is not limited to the use of an electronic cigarette (e-cig or e-cigarette), a personal vaporizer (PV) or an electronic nicotine delivery system (ENDS).
- 4. Smoke-Free Apartment.** Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household have been designated as a smoke-free living environment. The Resident and members of Resident's household as well as any guests or visitors shall not smoke anywhere in the apartment, or in any common areas of the building, or adjoining grounds of the property within 25 feet of any building in the housing development. The Resident shall inform Resident's guests and visitors of the no-smoking policy.
- 5. Landlord not a Guarantor of Smoke-Free Policy.** Resident acknowledges that the Landlord's adoption of a smoke-free living environment and the efforts to designate certain units as smoke-free, do not make the Landlord or its managing agent the guarantor of Resident's health or of the smoke-free condition of the Resident's unit, common areas, and designated grounds within 25 feet of any building. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its lease. Landlord is not required to take steps in response to smoking unless Landlord is put on notice of the presence of smoke via personal knowledge or written statement from a Resident or other individual.
- 6. 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 Rules and the Lease. A material breach of this Addendum shall be a material breach of the Lease and will be good cause for immediate termination or non-renewal of the Lease by the Landlord. Additionally, if Resident should breach this Addendum, Resident shall reimburse Landlord for any and all expenses incurred to restore the unit to a smoke-free condition.
- 7. Disclaimer by Landlord.** Resident acknowledges that Landlord's adoption of a smoke-free living environment and the efforts to designate the rental specific units as smoke-free, does not in any way change the standard of care that the Landlord or managing

