**Possible Additions to an Owner’s House Rules or a PHA’s Lease Addendum**

***\*NOTE****: Property managers, owners or PHAs may adjust this document depending on the scope and details of the smokefree policy.*

1. **Purpose of Smokefree Housing**: The parties desire to mitigate (i) the irritation and known health effects caused by secondhand smoke; (ii) the maintenance, cleaning, and redecorating costs attributable to smoking; (iii) and the increased risk of fire from

smoking.

2. **Definition of Smoking**: “Smoking” means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device for burning tobacco or any other plant.

3. **Smokefree Complex**: Resident agrees and acknowledges that the premises to be

occupied by Resident and members of Resident’s household have been designated as

a Smokefree living environment. Resident and members of Resident’s household shall

not smoke anywhere in the unit rented by Resident, in the building where the Resident’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 Resident permit any guests or visitors

under the control of Resident to do so.

4. **Property Manager/Owner to Promote Smokefree Policy**: Property

Manager/Owner shall post no smoking signs at entrances and exits, common areas,

and hallways (and in conspicuous places on the grounds adjoining the apartment

complex).

5. **Property Manager/Owner Not a Guarantor of Smoke Free Environment**: Resident acknowledges that Property Manager/Owner’s adoption of a Smokefree living environment, and the efforts to designate the rental complex as smoke free, do not make the Property Manager/Owner or any of its managing agents the guarantor of Resident’s health or of the Smokefree condition of the Resident’s unit and the common areas. However, Property Manager/Owner shall take reasonable steps to enforce the Smokefree terms of its Leases/House Rules and to make the (designated areas of the) complex Smokefree. Property Manager/Owner is not required to take steps in response to smoking unless Property Manager/Owner knows of said smoking or has been given a report of said smoking.

6. **Effect of Breach and Right to Terminate Lease**: A breach of this Addendum/House Rules shall give each party all the rights contained herein, as well as the rights provided for in the Lease. A material breach of this Addendum by the Resident shall be a material breach of the Lease and grounds for immediate termination of the Lease by the Property Manager/Owner. Property Manager/Owner acknowledges that in declaring this building (or portion of the building) to be Smokefree, the failure to respond by Property Manager/Owner to a complaint filed by the Resident shall be treated as equivalent to failure to respond to a request for maintenance.

7. **Disclaimer by Property Manager/Owner**: Resident acknowledges that Property

Manager/Owner’s adoption of a Smokefree living environment, and the efforts to

designate the rental complex as Smokefree, does not in any way change the

standard of care that the Property Manager/Owner would have to a Resident household

to render buildings and premises designated as Smokefree any safer, more habitable,

or improved in terms of air quality standards than any other rental premises. Property

Manager/Owner specifically disclaims any implied or express warranties that the

building, common areas, or Resident’s premises will have any higher or improved air

quality standards than any other rental property. Property Manager/Owner cannot and

does not warranty or promise that the rental premises or common areas will be free

from secondhand smoke. Resident acknowledges that Property Manager/Owner’s

ability to police, monitor, or enforce the agreements of the Addendum is dependent in

significant part on voluntary compliance by Resident and Resident’s guests.

Residents with respiratory ailments, allergies, or any other physical or mental condition

relating to smoke are put on notice that Property Manager/Owner does not assume any

higher duty of care to enforce this Lease Addendum/House Rules than any other

Property Manager/Owner obligation under the Lease.

***Paragraph for existing rental communities adopting smokefree policies that grandfather residents for a period of time***:

8. **Grandfathering Current Residents**: Resident acknowledges that current residents residing in the complex under a prior Lease will not be immediately subject to the smokefree policies. As current residents move out, or enter into new Leases, the

smokefree policy will become effective for their new unit or new Lease.

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Resident Date

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Property Manager/Owner Date

\*Source: U.S. Department of Housing and Urban Development, Office of Lead Hazard and Healthy Homes