



CUMBERLAND HOUSING

Unlocking the Doors for Your Future

Addendum G

NO SMOKING POLICY

I. Background

HUD, local public health and medical communities and the Housing Authority of the City of Cumberland is working to promote health and prevent disease by adopting smoke-free housing policies. We want to provide our residents healthy homes and living environments by adopting smoke-free policies to protect residents from the dangers of second-hand smoke and to reduce property maintenance costs. A smoke-free environment offers many documented health benefits.

II. Definitions

For the purposes of the No Smoking Lease Addendum:

- A. The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigarette, pipe, cigar, water pipe tobacco (hookah), other tobacco product or similar lighted product in any manner or in any form.
- B. The term "electronic cigarette" means any electronic device that provides a vapor of nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.
- C. The term "Designated smoking area" is defined as an outdoor area of the development property or grounds designated by HACC as a place for smoking. The designated smoking area will be marked by proper signage and must be located a minimum 25 feet from any building or tenant gathering area.

III. No-Smoking Policy

Due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, HACC is adopting the following No-Smoking Policy, which prohibits smoking in any area of the designated property or buildings except the designated smoking area if one is provided.

- A. Smoking is prohibited in all interior areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, elevators, and within all designated living units.
- B. Smoking is prohibited in outdoor areas other than the designated smoking area, including but not limited to entryways, porches, sidewalks, parking areas, playgrounds, and patios.
- C. This policy applies to all residents, guests, visitors, service personnel and employees.

IV. Evidence of a Lease Violation

The following is considered acceptable evidence of a violation of this policy:

- A. A HACC staff member personally observes, in person or by video recording, the Tenant or Tenant’s guest smoking in an area where smoking is not permitted;
- B. A HACC staff member sees visual evidence of smoking, such as cigarette butts, cigarette smoke, or a used ashtray, in an area where smoking is not permitted;
- C. A HACC staff member personally observes, in person or by video recording, the Tenant or Tenant’s guest using an electronic cigarette in an area where electronic cigarette use is not permitted;
- D. A written, signed complaint is submitted by a tenant or guest who witnessed a tenant smoking in an area where smoking is not permitted.

V. Lease Violation and Right to Terminate Lease

Smoking is not a legal right. Smokers are not a protected class under any state or federal law. Smoke-free policies do not infringe on the legal rights of individuals and are like any other lease provision, such as trash disposal or pet restrictions, and should be implemented and enforced as any other lease policy

Failure to adhere to any of the conditions of this Addendum will constitute both a material non-compliance and a serious violation of the Residential Lease Agreement. Failure to adhere to any of the conditions of this Addendum is considered good cause for termination of the lease.

Violations of this policy will be addressed in the following method:

First Violation	Tenant will receive a <u>Verbal Warning</u> and referral to smoking cessation services offered by the local Health Department
Second Violation	Tenant will receive a <u>Written</u> lease violation and warning letter
Third Violation	Tenant will receive a <u>Final Written</u> notice
Fourth Violation	Tenant will receive a <u>Notice to Vacate/Eviction</u> and Tenant’s lease will be terminated.

Tenant will be responsible for all costs to remove smoke odor or residue upon failure to adhere to any of the conditions of this Addendum.

VI. HACC not a Guarantor of Smoke Free Environment

Tenant acknowledges that Property Manager/Owner’s adoption of a smoke-free 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 smoke-free condition of the Resident’s unit and the common areas. However, Property Manager/Owner shall take reasonable steps to enforce the smoke-free terms of its Leases/House Rules and to make the (designated areas of the) complex smoke-free. 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.

VII. HACC Disclaimer

Tenant acknowledges that HACC's adoption of a non-smoking living environment, and the efforts to designate portions of the Property as non-smoking does not in any way change the standard of care that HACC has under applicable law to render the Property any safer, more habitable or improved in terms of air quality standards than any other rental premises. HACC specifically disclaims any implied or express warranties that the Property will have any higher or improved air quality standards than any other rental property. HACC cannot and does not warranty or promise that the Property will be free from secondhand smoke. Tenant acknowledges that HACC's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Tenants and Tenants' guests. Tenants with respiratory ailments, allergies or other condition relating to smoke are put on notice that HACC does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the rental agreement.

VIII. Tenant Agreement

Tenant agrees and acknowledges that the premises to be occupied by tenant and members of tenant's household have been designated as a smoke-free living environment. Tenant and members of tenant's household shall not smoke anywhere in the unit rented by Tenant, in 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.