



Lake Metropolitan Housing Authority

Smoke-Free Lease Addendum

Date: _____ **Property Address:** _____ **Unit #:** _____

Head of Household: _____

Effective Date of Addendum: ___5/2018 Revised 3/2024_____

- **Purpose of Smoke-Free Policy.** Lake MHA desires to mitigate (i) the irritation and negative health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) the increased risk of fire from smoking.

Definition of Smoking. The term “smoking” means inhaling, exhaling, or carrying of any lighted cigarette, e-cigarette, cigar, pipe, vape pen, juul, hookah, Electronic Nicotine Delivery System (ENDS), marijuana, medical marijuana, herbal smoking product, “Legal Weed,” or product known as “bath salts,” or other lighted product in any manner or in any form.

- **Smoke-Free Area.** 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 environment. This includes but is not limited to the following areas: interior common areas, resident’s unit, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices or elevators. This also includes entry ways, porches, balconies and patios which have been designated as a smoke-free living environment. Resident and members of resident’s household shall not smoke anywhere in the designated smoke-free environment. Resident shall not permit any guests/visitors under the control of resident to smoke in any designated smoke-free environment.
- **Resident to Promote Smoke-Free Policy and to Alert Lake MHA of Violations.** Resident shall inform resident’s guests of the Smoke-Free Policy. Further, resident shall promptly give Lake MHA a written statement of any incident where tobacco smoke is migrating into the resident’s unit from sources outside the resident’s unit.
- **Lake MHA to Promote Smoke-Free Policy.** The Lake MHA shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the smoke-free area.

- **Lake MHA Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that Lake MHA’s adoption of a smoke-free living environment will not make the Lake MHA or any of its managing agents the guarantor of resident’s health or of the smoke-free condition of the smoke-free portions of the property. However, Lake MHA shall take reasonable steps to enforce the Smoke-Free Policy. Lake MHA is not required to take steps in response to smoking unless Lake MHA has actual knowledge of the smoking and the identity of the responsible party.
- **Other Residents are Third-Party Beneficiaries of Resident’s Agreement.** Resident agrees that the other residents at the complex are the third-party beneficiaries of resident’s Smoke-Free Lease Addendum with Lake MHA, meaning that Resident’s commitments in this addendum are made to the other Residents as well as to Lake MHA. A Resident may sue another Resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another Resident. Any suit between Residents herein shall not create a presumption that Lake MHA breached this Addendum.
- **Disclaimer by Lake MHA.** Resident acknowledges that Lake MHA’s adoption of a smoke-free living environment, does not in any way change the standard of care that Lake MHA or its managing agent has under applicable law to render buildings and premises designated as smoke-free, any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Lake MHA 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. Lake MHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that Lake MHA’s ability to police, monitor, or enforce this addendum is dependent in significant part on voluntary compliance by all residents and their household members and guests. Residents who may have respiratory ailments, allergies, or other physical or mental conditions relating to smoke are put on notice that Lake MHA does not assume any higher duty of care to enforce this addendum than any other Lake MHA obligation under the Lease.
- **Effect of Breach and Right to Terminate Lease.** Residents are responsible for the actions of their household, guests and visitors. Failure to adhere to any conditions of this addendum will constitute both a material non-compliance with the lease agreement and a serious violation of the lease agreement. In addition, resident will be responsible for any/all costs to remove smoke odor or residue upon any violation of this addendum.
- **Enforcement.** Lake MHA staff will enforce the Smoke-Free Policy according to the following procedure:
 - **First Offense** - Lake MHA staff will give resident a verbal warning reminding them of the Smoke-Free Policy.
 - **Second Offense** - Lake MHA staff will place a violation notice on resident’s door as a reminder of the Smoke-Free Policy.
 - **Third Offense** - Lake MHA staff will send the resident a written warning and a referral to smoking cessation services.
 - **Fourth Offense** - Lake MHA staff will send the resident a letter to attend a mandatory conference to discuss the Smoke-Free Policy and repeated violations of the policy. The Caseworker and the Housing

Manager will be present to assist the resident with ways to be compliant with the policy in order to safeguard their housing. During this conference, the resident will be required to sign a “last chance agreement.” If the resident fails to attend the conference or sign the “last chance agreement” the resident’s file will be documented to reflect the failure to attend and/or sign.

- **Fifth Offense** - Lake MHA staff will issue a 30-day notice. At this time, the resident will not be given an option to cure.

In the event that a 30-day notice is issued for violation of the Smoke-Free Policy, the resident will still be afforded the right to attend the conference associated with the 30-day notice and has the right to request an Informal Hearing.

Acknowledgment:

Head of Household: _____ **Date:** _____

Adult Household Member: _____ **Date:** _____

Adult Household Member: _____ **Date:** _____

Adult Household Member: _____ **Date:** _____

Lake MHA Staff: _____ **Date:** _____