

## Smoke-Free Lease Addendum

Effective January 1, 2015, this addendum is incorporated into the lease between the Billerica Housing Authority (Landlord) and resident:

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1. **Purpose.** The purpose of The Smoke-Free Policy is to mitigate irritation and known health effects of secondhand smoke. In addition, the smoke-free policy is intended to reduce the cost of maintenance and cleaning resulting from smoking and decrease the risk of fire in BHA units.
2. **Definition of smoking.** Smoking is defined as inhaling, exhaling, breathing or carrying any lit cigar, cigarette, pipe, other tobacco product or similarly lighted smoking material in any manner or in any form. E-cigarettes are not considered smoking under this policy.
3. **Definition of a Smoke-Free area:** Smoking is prohibited in all living units and interior areas, including but not limited to bathrooms, lobbies, hallways, stairways, management offices, community rooms and porches. Exception to the policy smoking will be allowed on porches November 1<sup>st</sup> thru March 31<sup>st</sup> due to weather. Smoking is prohibited on the grounds of the BHA property except in designated areas. Designated areas may be determined by the BHA in cooperation with tenants and must be at least 25 feet from all doors and windows.
4. **Promotion of Smoke-Free policy:** Landlord shall post no-smoking signs, promote the policy as appropriate in meetings and discussions with residents and enforce compliance with the policy. Residents are expected to comply with the policy as they would any section of the lease.
5. **Landlord not a guarantor of smoke-free environment:** Resident acknowledges that landlord's adoption of a smoke-free environment does not make the landlord or any of its managing agents the guarantor of resident's health or the smoke-free condition of the resident's unit and the common areas. However, landlord shall take reasonable steps to enforce the smoke-free terms of its lease and to make the non-smoking area as smoke-free as is reasonably possible. Landlord will address violations of this policy upon landlord's actual knowledge of said smoking or has been given notice of said smoking.
6. **Lease Enforcement of the Smoke-Free Policy.** A breach of this lease addendum constitutes grounds for initiation of the enforcement remedies of the smoke-free policy. Breach of the provisions of this policy by a household member or guest of the resident constitutes a breach of the lease. Residents in breach of this addendum will receive a verbal warning upon first violation, a written warning on the second and a request for a conference with management on the third. Through all enforcement steps, the management will share cessation resources and tips with residents. Upon the 4<sup>th</sup> violation, the BHA may bring eviction proceeding, in which case it will send written notice of a possible lease violation, with an offer of an informal conference. Residents shall have a right to file a grievance under the BHA policy.

7. **Disclaimer by the Landlord.** Resident acknowledges that landlord's adoption of a smoke-free living environment does not in any way change the standard of care that the landlord would have to a resident household to render buildings and premises designated smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that the landlord's ability to police, monitor or enforce the agreement of the addendum is dependent in significant part on voluntary compliance by residents and residents guests, as well as by other residents and guests in other parts of the smoke-free area. Residents with respiratory ailments, allergies or other physical or mental condition relating to smoke are put on notice that landlord does not assume any higher duty of care to enforce this addendum than any other landlord obligation under the lease.

**LANDLORD**

**RESIDENT** \_\_\_\_\_

**BY** \_\_\_\_\_

**Duly Authorized**

**DATE** \_\_\_\_\_