

## Smoke-Free Lease Addendum

Effective January 1, 2017, this addendum is incorporated into the lease between the Billerica Housing Authority (Landlord) and resident named below:

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[Please **PRINT** name(s) on lease]

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. This definition, while not specific, covers marijuana and e-cigarettes.
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. Smoking is not allowed within 25 feet of all BHA buildings.
4. **Promotion of Smoke-Free policy:** The BHA 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. **BHA not a guarantor of smoke-free environment:** Resident acknowledges that the BHA's adoption of a smoke-free environment does not make the BHA or any of its agents the guarantor of the resident's health or the smoke-free condition of the resident's unit and the common areas. However, the BHA 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. The BHA will address violations of this policy upon being 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 proceedings, 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 BHA'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. The BHA cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that the BHA'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 the BHA does not assume any higher duty of care to enforce this addendum than any other landlord obligation under the lease.
8. **Understanding and Acceptance of Policy:** Resident acknowledges receipt, understanding and acceptance of BHA's Smoke Free Policy.

**BILLERICA HOUSING AUTHORITY:**

**RESIDENT:**

BY \_\_\_\_\_

\_\_\_\_\_

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