

**SHELBY METROPOLITAN HOUSING AUTHORITY
SMOKE-FREE POLICY
SMOKE-FREE LEASE ADDENDUM**

I. PURPOSE: On December 6, 2016, the U.S. Department of Housing and Urban Development (HUD) published the Final Rule “*Instituting Smoke-Free Public Housing*”. The Final Rule requires housing authorities to implement a policy that prohibits the use of prohibited tobacco products in all public housing units and interior areas, including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures, as well as outdoor areas within 25 feet from public housing and administrative office buildings.

Implementing a Smoke-Free Housing Policy will mitigate (i) the irritation and known health effects caused by secondhand smoke; (ii) the maintenance, cleaning, and rehabilitation costs attributable to smoking; and (iii) the increased risk of fire from smoking.

II. PROHIBITION: This policy bans all prohibited tobacco products in all SMHA dwelling units, within all indoors common areas, administrative office and in outdoor areas within 25 feet of any SMHA housing and any SMHA administrative office buildings (“restricted areas”).

III. DEFINITION OF “PROHIBITED TOBACCO PRODUCTS”: “Prohibited Tobacco Products” are defined as: (i) items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes; and (ii) waterpipes (hookahs).

IV. SMOKE-FREE DEVELOPMENT: 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 living environment. Resident, members of Resident’s Household, and guests under Resident’s control shall not use prohibited tobacco products anywhere in the unit rented by Resident, in the building where Resident’s unit located, in any of the common areas, playground areas. Areas within 25 feet any exterior window or door, and areas outside a tenant’s unit, including, balconies, and all areas on the building grounds, unless identified with signage as a designated smoking area.

V. LANDLORD TO PROMOTE NO-SMOKING POLICY: Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the development.

VI. SMHA NOT A GURANTOR OF SMOKE FREE ENVIRONMENT: SMHA promotes a Smoke-Free Housing Policy. Resident acknowledges that the adoption of a Smoke-Free Housing Policy and the efforts to designate the development as smoke-free housing, do not make SMHA or any of its agents the guarantor of Resident's health or of the smoke-free condition of Resident's unit and the common areas. However, SMHA will take reasonable steps to enforce the Smoke-Free Housing Policy.

VII. EFFECT OF BREACH AND RIGHT TO TERMINATE LEASE: A breach of the Smoke-Free Housing Policy will result in a breach of the Lease Agreement. A material breach of the Smoke-Free Housing Policy shall be considered a material breach of the Lease Agreement and grounds for immediate termination of the Lease by SMHA. By signing this Smoke-Free Housing Policy Addendum, Resident acknowledges that SMHA may terminate the lease agreement if the Resident, a member of the Resident's household, or any guest under Resident's control in any way violate or breaches the Smoke-Free Housing Policy.

VIII. ENFORCEMENT: Violations of the SMHA Smoke-Free Policy will be considered a breach of the lease agreement and may be grounds for eviction. Enforcement progression is based on violations per household, not per tenant and is subject to the SMHA Grievance Procedure. SMHA will utilize the following enforcement progression:

- **1st Violation:** Written Warning, copy of Smoke-Free Policy, and referral to Cessation Services.
- **2nd Violation:** Written Warning II and referral to Cessation Services.
- **3rd Violation:** Written Warning III, private Conference with Manager, referral to Cessation Services.
- **4th Violation:** Final Written Warning, private Conference with Manager, tenant will be informed by of the SMHA Smoke-Free Policy and be informed that any subsequent breach may result in Lease termination.
- **5th Violation:** Legal referral for Eviction.

IX. DISCLAIMER: Resident acknowledges that SMHA's adoption of its Smoke-Free Housing Policy, and the efforts to designate the development as smoke-free, does not in any way change the standard of care that SMHA would have to a Resident household 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. SMHA 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. SMHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

Resident acknowledges that SMHA’s ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on voluntary compliance by Resident, members of Resident’s household, and Resident’s guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that SMHA does not assume any higher duty of care to enforce this Lease Addendum than any other obligation under the Lease and Ohio Law.

X. EFFECTIVE DATE: Unless otherwise required by HUD regulation, the effective date of this Policy and Lease Addendum is July 31, 2018.

_____ RESIDENT	_____ DATE
_____ RESIDENT	_____ DATE
_____ RESIDENT	_____ DATE
_____ RESIDENT	_____ DATE
_____ SMHA	_____ DATE