

CHARLOTTESVILLE REDEVELOPMENT & HOUSING AUTHORITY NON-SMOKING LEASE ADDENDUM

This Addendum is incorporated into the Lease between Charlottesville Redevelopment & Housing Authority and Resident.

POLICY: It is the policy of the Charlottesville Redevelopment & Housing Authority (CRHA) to seek and enforce a Smoke-Free living environment in order to follow with the HUD regulation.

LEASE ADDENDUM: Resident and all members of the Resident's family or household are parties to a written Lease Agreement (herein referred to as the "Lease") with the Charlottesville Redevelopment & Housing Authority (herein referred to as "CRHA"). The following additional terms, conditions, and rules are hereby incorporated into the Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the lease.

- A. **PURPOSE;** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking (iii) the increased risk of fire from smoking; and (iv) the higher costs of the insurance for a Non-Smoke-Free Building.
- B. **DEFINITION OF SMOKING** "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

"Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape-pen, or under any other product name or descriptor.

- C. **NON-SMOKING AREA:** Starting on July 1, 2018, all dwelling units and any indoor common areas and recreational areas shall be designated as Smoke-Free. This Smoke-Free policy also **extends to all outdoor areas within 25 feet of CRHA housing and administrative buildings**, to prevent second hand smoke from entering open windows and doors. All yard space within 25 feet of a building will also be Smoke-Free. The 25 feet is measured from the wall of a building. Backyard fences are not considered walls.
- D. **RESIDENT TO PROMOTE SMOKE-FREE POLICY AND REPORT SUSPECTED VIOLATION:** Resident shall inform all of their household members, guests and visitors of the Smoke-Free Policy. Further, Resident may notify CRHA Management of any incident wherein smoke is coming into the Resident's unit from sources outside of the Resident's unit. CRHA staff will investigate all complaints.
- E. **CRHA TO PROMOTE SMOKE FREE POLICY:** CRHA shall inform each new and current resident of the Smoke-Free Policy at the time of Lease signing and any-time thereafter as may be deemed appropriate. CRHA will install conspicuous No Smoking signs at entrances and exits, in common areas on building exteriors noting "No Smoking", "This is a Smoke-Free environment", "No-Smoking within 25 feet of the building", and the like.

New Residents will be required to sign a Smoke-Free Lease Addendum at the time of lease up. Current residents will sign the Smoke-Free Lease Addendum at least 30 days before the effective date. The signed Smoke-Free Lease Addendum will be kept in the Resident's file and a copy will be given to the Resident.

To support a healthy safe environment, CRHA will make information available about quitting.

- F. **CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY NOT A GUARANTOR OF SMOKE-FREE ENVIRONMENT:** The CRHA's adoption of a Smoke-Free Policy does not make CRHA nor any of its managing agents the guarantor of Resident's health or of the smoke-free condition of Resident's unit and common area.

However, CRHA shall take reasonable steps to enforce the smoke-free terms of its lease and to make its properties as smoke-free as is reasonable possible.

Enforcement progression is based on violations per tenant, not per household. CRHA shall give a Resident Five (5) opportunities to remedy non-compliance with the Smoke-Free Policy. CRHA will address violations of this policy upon CRHA's actual knowledge. Actual knowledge means visible observation of smoking or knowledge gained through the use of detection technology. The following is an outline of the enforcement procedure which must be followed in full, prior to lease termination for violation of this policy. This is not meant to be an exclusive description of enforcement step.:

- G. **EFFECT OF BREACH AND RIGHT TO TERMINATE LEASE/WHAT HAPPENS IF A RESIDENT BREAKS THE RULE:** If a household is found in violation of the Smoke-Free rule that is a breach of the Lease and/or Lease Addendum. This is grounds for enforcement actions, including termination of the Lease by the CRHA in accordance with the procedure set out in the Eviction Prevention Policy, this policy, the lease or Lease Addendum. Resident acknowledges that a breach of this Policy shall also render the household liable to Landlord for the costs of repair to residence due to damage from smoke odors or residue.

- H. **DISCLAIMER BY CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY:** CRHA's adoption of a Smoke-Free Policy does not change the responsibility that CRHA has to residents. CRHA 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. CRHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that CRHA's ability to police, monitor or enforce the agreements of the Smoke-Free Policy is dependent in significant part on voluntary compliance by all residents and their household members and guests. Residents with respiratory ailments, allergies or a physical or psychological condition relating to smoke are put on notice that the CRHA does not assume any higher duty of care to enforce the smoke-free lease addendum than any other CRHA obligation under the Lease.

- I. **IMPLEMENTATION DATE:** This Policy shall be effective as of July 1, 2018.

Printed Name of CRHA Asset Manager

Resident Name, Printed

Signature of CRHA Asset Manager/Representative

Resident Signature

Date Signed by CRHA Manager/Representative

Date Signed by Resident