



PORTSMOUTH HOUSING AUTHORITY SMOKE-FREE LEASE ADDENDUM

Tenant, all members of Tenant's household and Guests are parties to a written lease with the Portsmouth Housing Authority as Landlord. This Addendum to your lease states the following additional terms, conditions and rules which 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.

1. **Purpose of No-Smoking Policy:** The parties desire to mitigate (i) the irritation and known adverse health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk from fire from smoking; and (iv) the higher costs of property insurance for a non-smoke-free building.
2. **Definitions**
 - **Smoke or Smoking:** means inhaling or exhaling smoke, aerosol, or vapor from any lighted or heated cigar, cigarette, pipe, electronic delivery device, or any other natural or synthetic tobacco or plant product. "Smoke" or "Smoking" also includes burning or possessing any lighted or heated cigar, cigarette, pipe, electronic delivery device, or any other natural or synthetic tobacco or plant product intended for inhalation. It also includes burning candles or incense.
 - **Electronic delivery device:** means any product that can be used to deliver aerosolized or vaporized nicotine or any other substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, or vape pen.
3. **Smoke-Free Complex:** *Tenant* agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household, and any guests under control of the tenant shall not smoke anywhere in or on the:
 - **Unit rented by tenant** including any associated balconies, decks or patio or within 25 feet of the buildings or common areas.
 - **Common areas of the property** including but not limited to: lobbies, hallways, stairwells, elevators, laundry rooms, community rooms, community bathrooms, offices, entryways, playgrounds, walking paths or sitting areas.
4. **Use of Marijuana – Federally funded Property** – Regardless of the purpose of legalization under state law, the use of marijuana in any form, is illegal under the Controlled Substances Act (CSA) and there for is an illegal controlled substance under Section 577 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA). Based on Federal law use of any marijuana in any form, including medical marijuana is prohibited.
5. **Tenant to enforce Smoke Free Policy and to alert Landlord of Violations:** *Tenant* will inform Tenant's guests of the smoke free policy. Tenant will also promptly give Landlord a written statement of any incident where Tenant

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observes smoking not allowed by this policy or believes tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment/unit.

6. **Landlord to Enforce Smoke Policy:** *Landlord* will post no smoking signs at entrances and exits, common areas, hallways, and inconspicuous places adjoining the grounds of the apartment complex.
7. **Landlord Not a Guarantor of Smoke-Free Environment:** *Tenant* acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free living environment, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.
8. **Other Tenants are Third-Party Beneficiaries of Tenant's Agreement:** *Tenant* agrees that the other Tenants of the rental community are third party beneficiaries of Tenant's smoke free lease addendum with the landlord. A tenant may sue another tenant for an injunction to prohibit smoking or for damages but does not have the right to evict another tenant. Any lawsuit between tenants does not create a presumption that a landlord breached this lease addendum.
9. **Effect of Breach and Right to Terminate Lease:** *Tenant* acknowledges that breach of this lease addendum will render tenant liable to Landlord for the cost to repair a tenant's unit due to damage from smoke odors or residue. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.
 - **Landlord** will give resident a verbal warning the first time the landlord sees or receives a written report of a Tenant violating the smoking policy and will document the Tenant file of the violation. If the report is that the resident has been smoking in the apartment, a PHA staff member and/or outside inspector will administer an air quality test of the unit and if the unit readings are found to be at an unsafe air quality level it will be considered a violation of the PHA Smoking Policy.
 - **Landlord** will issue a written warning and lease violation the second time the landlord sees or receives a report of a resident violating the smoking policy. If the report is that the resident has been smoking in the apartment, a PHA staff member and/or outside inspector will administer an air quality test of the unit and if the unit readings are found to be at an unsafe air quality level it will be considered a violation of the PHA Smoking Policy and a material breach of the lease.
 - If a third written or verbal report of smoking in the apartment is received, the resident waives the right to a 24 hour notice of inspection and a PHA staff member and/or outside inspector will knock and enter the apartment to administer an air quality test of the unit. If the unit readings are found to be at an unsafe air quality level it will be considered a violation of the PHA Smoking Policy and a material breach of the lease resulting in immediate termination of the Lease by the Landlord.

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Disclaimer by Landlord: Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings or premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Tenant acknowledges that Landlord's ability to police, monitor, or enforce agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any 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.

Tenant Signature

Date

Co - Tenant Signature

Date

Management Signature

Date

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