



Housing Authority of the City of Columbia, Missouri

201 Switzler Street, Columbia, MO 65203
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Smoke-Free Lease Addendum

- 1. Purpose of Smoke-Free Policy.** The purpose of the Smoke-Free policy is to protect everyone's right to choose whether or not to smoke and to protect the interiors of buildings from damage caused by smoking. Smoking is not allowed inside any CHA-owned property, within a certain distance between public exterior entrances and around playgrounds. This policy will take effect agency-wide May 1, 2015. Failure of any resident to follow the smoke-free policy will be considered a lease violation.
- 2. Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing or carrying any lighted cigar, cigarette, hookah, e-cigarette or other tobacco product, incense or similar lighted product in any manner in any form.
- 3. The CHA to promote Smoke-Free Policy.** "No Smoking" signs will be posted in the lobbies, in the entrances to the buildings, on the stairwell doors and across from the elevator doors at the high rises. "No Smoking" signs will be posted at the playgrounds and common areas.
- 4. Smoking Areas.** Smoking outside the buildings is limited to at least 20 feet away from public entrances and will be marked at each high rise and common area. At family sites, residents are asked to be considerate of open windows and doors when choosing where to smoke outside.
- 5. Resident to Promote Smoke-Free Floors Policy and to Alert Management of Violations.** Resident shall inform Resident's guests of the Smoke-Free policy. If residents smell smoke in any place in the smoke-free areas, they are to report this to the Site Manager as soon as possible and identify the location. Management will seek the specific source of the smoke and take appropriate action. The CHA shall also post Smoke-Free policy stickers on all doors to apartments and houses to inform visitors and guests of the policy.
- 6. The CHA Not a Guarantor of Smoke-Free Environment.** The CHA's adoption of a smoke-free living environment and the efforts to designate CHA property as smoke-free, do not make the CHA or any of its managing agents the guarantor of the resident's health or of the smoke-free condition of the resident's unit and the common areas. However, the CHA will take reasonable steps to enforce the smoke-free terms of its leases. The CHA is not required to take steps in response to smoking unless the CHA knows of said smoking or has been given written notice of said smoking.
- 7. Other Residents are Third-Party Beneficiaries of Resident's Agreement.** The Resident agrees that the other residents in CHA-owned properties are the third-party beneficiaries of the Resident's smoke-free addendum agreements with the CHA. (In layman's terms, this means that the Resident's commitments in a lease addendum are

made to the other residents as well as to the CHA.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another resident. Any suit between residents herein shall not create a presumption that the CHA breached any lease addendum.

8. **Effect of Breach and Right to Terminate 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 material breach of this addendum shall be a material breach of the lease and grounds for immediate termination of the lease by the CHA.
9. **Violation of Smoke-Free Policy.** A resident household will be determined to be in violation of the policies if:
 - Staff witnesses a tenant, tenant's guest, family member, service provider or other person smoking inside a CHA-owned property.
 - Staff witnesses a lighted smoking product in an ashtray or other receptacle inside a CHA-owned property.
 - Damages to the interior of CHA-owned property that are the result of burns caused by smoking products, including burns to tenant-owned property.
 - Evidence of smoking in a unit such as cigarette or other smoking product smells, smoke-clogged filters, smoke film including smoke damage to walls.
 - Repeated reports to staff of violations of this policy by third parties.
 - Clogged plumbing caused by a smoking product or products.
 - Evidence of ashes on any surface in a property owned by the CHA.
10. **Notification of Violation of Lease.** Violation notices will be issued in accordance with the HUD approved lease as follows:
 - First Offense: Staff will send the resident a gentle reminder of the smoking ban, including a copy of the lease addendum, and inform the resident of the smoking cessation resources the agency has available.
 - Second Offense: Staff will send the resident a notice of a mandatory conference to discuss the policy and repeated violations. Property management and resident services staff will be present to assist the resident in developing strategies to help them comply with the policy in order to safeguard their housing. If the resident fails to attend the conference, he/she will receive a lease violation notice per CHA policy.
 - Third Offense: Staff will send a 30-day notice of termination of housing – with option to remedy, information on the grievance policy and smoking cessation materials
 - If resident does not comply, CHA will proceed with eviction.
 - Residents in violation will also be responsible for all costs associated with the removal of smoke odor or residue upon the violation, with a minimum charge of \$100.00.

CHA will work closely with the Resident Services Coordinator and the Health Department throughout the enforcement process, referring those residents who would like extra assistance in finding services to organizations as applicable.

- 11. Disclaimer by the CHA.** The resident acknowledges that the CHA's adoption of a smoke-free living environment and the efforts to designate the specific locations as smoke-free do not in any way change the standard of care that the CHA or managing agent would have to a resident household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in air quality standards than any other rental premises. The CHA 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. The CHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that the CHA's ability to police, monitor, or enforce the agreements of this addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies or any other physical or mental condition relating to smoke are put on notice that the CHA does not assume any higher duty of care to enforce this addendum than any other landlord obligation under the lease.
12. New residents will be given two copies of the smoking policy. After review, the resident will sign both forms and return one to the Manager's office. The signed copy will be placed in the resident's file.
13. Upon adoption of this policy, all current residents of properties covered by this policy will be given two copies of the policy. After review, the resident will sign the forms and return one form to the Manager's office. The signed copy will be placed in the resident's file.

**HOUSING AUTHORITY OF THE
CITY OF COLUMBIA, MISSOURI**
201 Switzler Street
Columbia, MO 65203

Spouse or Co-Head

Other Adult

Other Adult

Public Housing Manager

RESIDENT :

Head of Household
