



HOUSTON
HOUSING AUTHORITY

Transforming Lives & Communities

2640 Fountain View Drive ■ Houston, Texas 77057 ■ 713.260.0500 P ■ 713.260.0547 TTY ■ www.housingforhouston.com

SMOKE-FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, the Houston Housing Authority (HHA) and Tenant agree as follows:

- 1. Purpose of No-Smoking Policy.** 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 fire insurance for a non-smoke-free building.
- 2. Effect & Implementation of No-Smoking Policy.** Smoking is not permitted anywhere inside the public housing properties owned or managed by HHA, its affiliates, or any entity in which HHA has a partnership or ownership interest (HHA Property(ies)). This policy is effective as of January 1, 2014, for all Tenants, household members, and guests who occupy or visit a dwelling unit on HHA property, and for all employees, contractors, and business invitees who provide services to any HHA properties.
- 3. Definition of Smoking.** The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted pipe, cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
- 4. 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 shall not smoke anywhere in the unit rented by Tenant, inside the building where the Tenant's dwelling is located, in any of the indoor common areas of such building, or in other parts of the entire property comprising the rental community that are indoors; nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
- 5. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give HHA or property management a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.
- 6. HHA or Property Management to Promote No-Smoking Policy.** The HHA or property management shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the development.

- 7. HHA Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that HHA's adoption of a smoke-free living environment, and the efforts to designate the property as smoke-free, do not make HHA 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, HHA shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. HHA is not required to take steps in response to smoking unless HHA 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 at the complex are the third-party beneficiaries of Tenant's smoke-free addendum agreements with HHA. 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 suit between Tenants herein shall not create a presumption that the HHA breached this Addendum.
- 9. 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 HHA. Failure of any Tenant, household member, or guest to follow the smoke-free policy will be considered a material breach of this Addendum and a lease violation, and will subject the Tenant to all lease enforcement procedures under the HHA Admissions and Continued Occupancy Policy (ACOP), which includes termination of lease.
- 10. Disclaimer by Landlord.** Tenant acknowledges that HHA's adoption of a smoke-free living environment, and the efforts to designate the property as smoke-free, does not in any way change the standard of care that HHA or managing agent would have to a Tenant 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. HHA 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. HHA cannot and does not guaranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that HHA's ability to police, monitor, or enforce the 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 HHA does not assume any higher duty of care to enforce this Addendum than any other HHA obligation under the Lease.
- 11. Recordkeeping.** New residents will be given two (2) copies of the smoking policy. After review, the resident will sign one copy and return the executed copy to the property manager's office. The signed copy will be placed in the resident's file. 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 one copy and return the executed copy to the property manager's office. The signed copy will be placed in the resident's file.

TENANT ACKNOWLEDGMENT

I, _____, have received the HHA's Smoke-Free Lease Addendum and I agree to comply with the provisions. I understand that any violation of this addendum and the established HHA policy and procedures shall be considered a violation of my Residential Lease Agreement and may be cause for lease termination.

Tenant's Signature

Unit #

Property Manager's Signature

Date

Date