



REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

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www.RegionalHA.org

SMOKEFREE LEASE ADDENDUM

Date:

Tenant's Names:

Tenant Address:

Effective: July 1, 2018

Tenant and all members of Tenant's family or household are parties to a written Lease with Regional Housing Authority (PHA). 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 Property Rules and the Lease.

1. Purpose and application of Smokefree Policy. The PHA must prohibit the use of prohibited tobacco products in all public housing living 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 in outdoor areas within 25 feet from public housing and administrative office buildings [24 CFR 965.651; 24 CFR 965.653].

2. Definitions. The term *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 any form. "*Smoking*" also includes the use of any electronic smoking device which creates in aerosol or vapor, in any manner or 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 manufactures, 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.

3. Smokefree Buildings and Grounds. All public housing buildings, and administrative offices shall be smokefree. Smoking is prohibited in all living areas, including any associated balconies, decks, or patios, and in the common areas of the buildings, including but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevators.

Smoking is prohibited anywhere on the grounds adjoining public housing and office buildings, including entryways, patios and yards, as well as any outdoor areas within 25 feet from public housing and administrative office buildings.

4. Tenant is to Promote Smokefree Policy and to Alert Landlord of Violations. Tenant shall inform Tenant's guest(s) of the smoke free policy. Further, Tenant shall promptly give RHA a written statement of any incident where smoking is witnessed.



The Housing Authority is an equal opportunity employer and housing provider.



5. Landlord is to Promote Smokefree Policy. RHA shall post no-smoking signs at entrances and exits, common areas, and hallways and in conspicuous places on the grounds.

6. Lease Violation. Residents are responsible for the actions of their household, their guests and visitors. Failure to comply with any of the conditions of the Non-Smoking Policy constitutes a lease violation which will result in a warning letter, with further violations leading to eviction. A tenant who violates this policy shall also be liable to the PHA for the costs of repair to the tenant's unit due to the damage from the smoke odors or residue (example: flooring, walls, ceilings, cabinets, etc).

7. RHA is not a guarantor of smokefree environment. The PHA's adoption of this smokefree policy does not make the PHA or any of its officers, employees, or agents, the guarantor of the health of any tenant or of the smokefree conditions of the portions of its properties in which smoking is prohibited under the policy. The PHA will take reasonable steps to enforce the Non-Smoking Policy. The PHA is not required to take steps in response to smoking in violation of this policy unless the PHA either has actual knowledge of the smoking and the identity of the responsible tenant or has been given written notice of the smoking.

8. PHA Disclaimer. The PHA disclaims any implied or express warranties that the Property will have any higher or improved air quality standards than any other rental property. The PHA cannot and does not warranty or promise the the property will be free from secondhand smoke. The tenant acknowledges that the PHA's ability to police, monitor, or enforce this policy is dependent in significant part on voluntary compliance by Tenants and Tenant's guests.

TENANT SIGNATURE

DATE

REGIONAL HOUSING STAFF SIGNATURE

DATE