



Tobacco/Smoke-Free Housing Policy Lease Addendum

Effective June 30, 2018, the Lenoir Housing Authority (LHA) has adopted a new Tobacco/Smoke-Free policy, in accordance with HUD Notice PIH 2012-25 and PIH 2009-21. It has been well established that smoking cessation has demonstrated overall health benefits for individuals. Additionally, second-hand as well as third-hand smoke poses serious health risks to non-smokers.

Resident(s) is/are a party to a written Lease with the LHA. Members of Resident's family and/or household are named in the Lease Agreement. This Addendum 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 rights contained herein, as well as the rights in the Lease.

SMOKING AND THE USE OF TOBACCO PRODUCTS ARE NOT PERMITTED IN ANY LHA BUILDING OR WITHIN 25 FEET OF ANY LHA BUILDING.

For the purpose of this policy, "smoking" includes lit and/or inhaled tobacco, electronic cigarettes, K-2/spice, and marijuana, in any form including cigarettes, cigars, pipes, and hookah.

This policy prohibits smoking and use of tobacco products in all LHA properties, which includes but is not limited to dwelling units, housing development community centers, and the housing development grounds, by tenant(s), guest(s) or invitee(s).

Resident(s) understands that smoking or use of tobacco products in or on any LHA property within 25 feet shall be considered a material default under the lease agreement and may be cause for termination of the lease agreement. The policy will be enforced in the following manner:

- The **first (1st) offense** will result in a written warning and a referral to the Caldwell County Health Department Smoking Cessation Program. Proof of participation in the program shall be provided by the resident.
- The **second (2nd) offense** will result in a written warning and a referral to the Caldwell County Health Department Smoking Cessation Program. Proof of participation in the program shall be provided by the resident.
- The **third (3rd) offense** will result in a written warning, a referral to the Caldwell County Health Department Smoking Cessation Program, and \$50.00 charge to repair damages caused by the use of the tobacco product. Proof of participation in the program shall be provided by the resident. NOTE: The repair of such damage will be conducted after the resident has vacated of the unit.
- The **fourth (4th) offense** will result in the termination of the lease. Resident(s) will be responsible for any and all damage(s) caused in violation of this policy.

Provided, however, in stances where damage has occurred from a violation of the Tobacco/Smoke-Free Policy, the LHA reserves the right to terminate the Lease and impose a reasonable charge for repairing a dwelling unit after first or subsequent offense.

The LHA 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, or will be free from secondhand smoke. Resident(s) with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the LHA does not assume any higher duty of care to enforce this Addendum than any other LHA obligation under the Lease.

The Resident(s) agrees to this addendum and all household/family members acknowledge the Tobacco/Smoke- Free Policy outlined above and agree to abide by the policy.

Signature of Resident (Head of Household)

Date

Signature of Other Adult Date

Signature of Other Adult Date

Signature of LHA Representative

Date