

## No Smoking Policy Model Lease Addendum

*The following model lease addendum is provided as guidance for the development of a lease addendum when a “No Smoking Policy” is implemented by their agency. This document does not constitute legal advice, but only suggests possible language that might be considered in a lease addendum to be used with the implementation of a No Smoking Policy. Because of the variety of possible provisions for individual housing units’ no smoking policies, parts of this model lease addendum may or may not be useful. Any housing unit seeking to use a no smoking policy lease addendum should obtain its own legal review of such a document from legal counsel before seeking to implement it.*

*Tenants should be asked to acknowledge having received a copy of the No Smoking Policy along with the Lease Addendum, both of which should be placed in the tenant’s file.*

### Model Lease Addendum:

All of these terms and provisions appearing in \_\_\_\_\_ Housing Unit’s No Smoking Policy (the Policy) are specifically made a part of the Dwelling Lease in force at the applicable property(ies) named in the Policy and are hereby agreed to by both parties.

**SCOPE:** This policy applies to any and all persons entering a designated \_\_\_\_\_ Housing Unit non-smoking property, including tenants and their guests and visitors, contractors, and employees.

### **POLICY:**

1. Smoking is not permitted in individual units or the common spaces of a designated Housing Unit community or facility of any type after the effective date of the Policy, unless otherwise specified. "Smoke" or "smoking" means the possession or use (carrying or smoking) of any kind of lighted pipe, cigar, cigarette, or any other lighted smoking equipment or tobacco product or other substance.
2. “Individual units” are defined as the interior and exterior spaces tied to a particular multi-family apartment dwelling unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathrooms, patios, balconies, and unit entryway areas. *(This provision could be extended to single family dwelling units rented by a housing authority, if desired.)*
3. “Common spaces” are defined as areas within the building interior that are open to the public, including but not limited to entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, public restrooms, community rooms, community kitchens, stairwells, parking garages and carports, and any other area of the building that is accessible to employees, residents and guests or any other person.
4. The Housing Unit shall post “No Smoking” signs at entrances and exits, common areas, hallways, etc., and enforce compliance with this policy.

5. Smoking is only permitted in areas outside the building that are a minimum of 25 feet away from any entrance to the building or from windows and air intake vents through which smoke could enter the building. All residents and guests are required to dispose of their smoking materials in appropriate collection receptacles provided by the Housing Unit at least 25 feet from the building, except in designated areas.
6. All residents will be given two (2) copies of the smoking policy. After review, the resident will sign both copies and return one to the Landlord. The signed copy will be placed in the resident file and shall be a permanent part of the resident's lease and file.
7. Although the \_\_\_\_\_ Housing Unit prohibits smoking in all interior parts of the community and within 25 feet of the building, there is no warranty or guaranty of any kind that individual apartments or the apartment community is smoke-free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no smoking policy is a joint responsibility that requires resident cooperation in reporting incidents or suspected violations of smoking.

#### **RESIDENT RESPONSIBILITY**

1. It shall be the resident's responsibility to inform his/her household members, and guests of this No Smoking Policy and for ensuring compliance with the policy.
2. The resident shall prohibit smoking by his/her household members or guests while on the premises that would violate this Policy.
3. Failure to comply, or repeated violations, to this addendum shall be cause for lease enforcement action up to and including termination of resident lease agreement.

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**Note:** This No Smoking Policy is an agreement between the head of household (spouse and all other parties to the Lease) and the \_\_\_\_\_ Housing Unit and must be signed as an addendum to the Lease.

I have read the No Smoking Policy as written above and understand its provisions. I agree to abide by these provisions fully, and understand that failure to comply with any part of the above after sufficient notice of the violation shall be cause for termination of my Lease. I have received a copy of this policy.

#### **RESIDENT**

\_\_\_\_\_  
Head of Household (print name)

\_\_\_\_\_  
Head of Household Signature      Date

\_\_\_\_\_  
Unit No.

\_\_\_\_\_  
Spouse or Other Adult Member      Date

#### **HOUSING UNIT**

\_\_\_\_\_  
Manager (print name)

\_\_\_\_\_  
Manager Signature      Date

\_\_\_\_\_  
Management Office

\_\_\_\_\_  
Street Address      Zip Code