

Addendum B – Smoke-Free Housing Policy Lease Addendum

Tenants and all members of Tenant's household are parties to a written Lease Agreement with the Ledyard Housing Authority (henceforth known as the Housing Authority). The Addendum states the following additional terms, conditions, and rules are incorporated into the Lease Agreement and supersedes previous versions of the Smoke-Free Housing Policy and any language contrary in the Lease Agreement.

1. Purpose of Policy.

This smoke-free policy is intended to benefit the Housing Authority and all of its tenants, visitors, and staff by mitigating:

- (A) The irritation and known adverse health effects of secondhand smoke;
- (B) The increased maintenance, cleaning, and redecorating costs from smoking;
- (C) The increased risk of fire from smoking; and
- (D) The higher costs of fire insurance for a non-smoke free building.

2. Definitions.

"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 in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any 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 manufactured, 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. All Buildings To Be Smoke-Free.

All buildings and grounds will be smoke free effective August 1, 2023. Smoking is prohibited in all apartments, including any associated decks or patios, apartment entryways including, but not limited to: bedroom, hallway, kitchens bathroom, and in the common areas of the Housing Authority buildings including but not limited to: community room, community bathroom, lobby, laundry room, office, maintenance room, shed and gazebo.

4. Smoking on Grounds of the Housing Authority.

Smoking is prohibited anywhere on the grounds, entryways, patios, and yards or on the grounds adjoining housing and office buildings effective August 1, 2023.

5. Applicability of Policy.

This Policy is applicable to all Tenants, Housing Authority employees, visitors, contractors, volunteers, and vendors.

6. Responsibilities of Tenants.

Tenants shall inform their guests and visitors of the smoke-free policy. Further, a Tenant shall promptly give the Housing Authority a written statement of any incident where tobacco or marijuana smoke, or vapor from an electronic cigarette, is migrating into the Tenant's apartment from sources outside the Tenant's apartment.

7. Housing Authority to Promote Smoke-Free Policy.

The Housing Authority shall post no-smoking signs in conspicuous places on the grounds and administrative office buildings. In addition, the Housing Authority shall provide copies of this Policy to all Tenants and prospective Tenants.

8. Other Tenants are Third-Party Beneficiaries of the Policy.

Tenant agrees that the other Tenants on the Premises are third-party beneficiaries of the Smoke-Free Housing Policy. A Tenant may bring legal action against another Tenant related to this smoke-free policy, but a Tenant shall not have the right to evict another Tenant. Any legal action between Tenants related to this Policy shall not create a presumption that the Housing Authority breached the Lease.

Adopted 7/6/2021 Updated 8/1/2023

9. Violations of Policy.

A violation of this smoke-free Policy shall be considered a material breach of the Tenant's Lease and grounds for enforcement actions, including eviction, by the Housing Authority. A Tenant who violates the Policy shall also be liable to the Housing Authority for the costs of repair to the Tenant's apartment due to damage from smoke odors or residue.

10. Housing Authority Not Guarantor of Smoke-Free Environment.

The Housing Authority's adoption of this smoke-free Policy does not make the Housing Authority or any of its officers, employees, or agents, the guarantor of the health of any Tenant or of the smoke-free condition of the portions of its properties in which smoking is prohibited under the Policy. However, the Housing Authority will take reasonable steps to enforce the Policy. The Housing Authority is not required to take steps in response to smoking in violation of this Policy unless the Housing Authority either has actual knowledge of the smoking and the identity of the responsible Tenant or has been given written notice of the smoking.

11. Housing Authority Disclaimer.

The Housing Authority's adoption of this smoke-free Policy does not in any way change the standard of care that the Housing Authority would have 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. The Housing Authority specifically disclaims any implied or express warranties that the building, common areas, or tenants' premises will have any higher or improved air quality standards than any other rental property. The Housing Authority cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke or vapor. The Housing Authority's ability to police, monitor, or enforce the provisions of this Policy is dependent in significant part on voluntary compliance by tenants and their guests/visitors. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Housing Authority does not assume any higher duty of care to enforce this Policy than any other Housing Authority obligation under the Tenants' Lease Agreement. Action will be taken for non-compliance.

12. Effect on Tenants.

Tenant acknowledges that the Housing Authority retains the right to install devices that have the ability to detect cigar, cigarette or any other tobacco product in any apartment where the tenant is or may be suspected of smoking. Additionally, the Housing Authority has the right to conduct inspections and assessments of apartments with proper notice to the Tenant. Failure to adhere to the Smoke-Free Housing Policy is cause for further legal proceedings up to and including eviction.

13. Waivers.

There will be no waivers.

I have read and been informed about the content of the Smoke-Free Housing Policy Lease Addendum for tenants at Ledyard Housing Authority and I have received a copy of the policy. I understand that if I have questions, at any time, regarding the Smoke-Free Housing Policy Lease Addendum, I can contact the office of the Ledyard Housing Authority.

Owner Representative, Ledyard Housing Authority

Date

Tenant

Date