

# Sample Smoke-Free Housing Lease Addendum/House Rule

The Resident and all members of Resident's family or household are parties to a written Lease with the (Landlord, Property Manager). This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the original Lease agreement. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

- 1. Addendum Purpose:** (name of housing) has elected to adopt a Smoke-Free Facilities Policy for all (name of housing) owned and operated rental facilities. A smoke-free policy is based on recognition of the scientific evidence of the dangers of secondhand smoke as stated by the Environmental Protection Agency, the Public Health Service's National Toxicology Program and the 2006 U.S. Surgeon General's report. In addition, the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) has determined there is no filtration or ventilation system that can completely eliminate the carcinogens in secondhand smoke.
- 2. Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
- 3. Smoke-Free Complex.** Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household have been designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in the unit rented by Resident, or the building where the Resident's dwelling is located or in any of the common areas inside the building. Nor shall Resident permit any guests or visitors under the control of Resident to do so. Smoking shall be allowed on the exterior adjoining grounds provided the smoking does not occur within 25 ft. of any operable window, door, ventilation unit or opening.
- 4. Resident to Promote No-Smoking Policy and to Alert (Landlord, Property Manager) of Violations.** Resident shall inform Resident's guests of the no-smoking policy. Further, Resident shall promptly report to the (Landlord, Property Manager) any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's unit.
- 5. (Landlord, Property Manager) to Promote No-Smoking Policy.** Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and/or in such conspicuous places as may be appropriate to ensure effective implementation of this policy.
- 6. (Landlord, Property Manager) Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that (Landlord's, Property Manager's) adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the (Landlord, Property Manager) or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's unit and the common areas. However, (Landlord, Property Manager) shall take reasonable steps to enforce the smoke-free terms of its

leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

**7. Effect of Violation and Right to Terminate Lease.** A violation of this Lease Addendum shall give each party all the rights contained herein, as well as the rights previously outlined in the original Lease. A material breach of this Addendum shall be a material breach of the Lease and will be considered a lease violation.

**8. Effective Date.** This Smoke-Free Housing Policy will be effective on (implementation date).

Tenant Acknowledgement:

I have read and understand the above no smoking policy and I agree to comply fully with the provisions provided therein.

Resident Signature: \_\_\_\_\_

Unit Number: \_\_\_\_\_ Date: \_\_\_\_\_

(Landlord, Property Manager) Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Questions? Contact Us!**  
**1-888-474-4635**

