

SMOKE-FREE HOUSING POLICY

To promote a healthier and safer living environment and reduce potential health hazards associated with smoking, secondhand smoke exposure, and residential fires, the Portsmouth Redevelopment and Housing Authority (PRHA) implemented a Smoke-Free Policy on July 1, 2013.

DEFINITION OF SMOKING

The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, pipe or other tobacco product, or any other similar lighted product, in any manner or in any form.

APPLICATION OF THIS POLICY

This is a universal policy and applies to all residents, employees, guests, service providers, and non-residents.

GENERAL RULES AND GUIDELINES

Smoking will **NOT** be permitted in PRHA buildings and facilities, including resident dwelling units. This policy will be administered by PRHA in accordance with the following guidelines:

- 1. Prohibition of Smoking Inside Buildings.** Smoking **WILL NOT** be permitted anywhere inside of any building owned and/or managed by PRHA including, but not limited to, individual apartment or housing units, balconies and patios attached or a part of those housing units and including all common areas such as entryways, hallways, restroom, laundry rooms and all openings to the building including window and door openings.
- 2. Prohibition of Smoking in Most Areas Outside Buildings.** Smoking outside the building property shall be limited to specific area(s) as designated and as identified by signs designating the "smoking area." Smoking shall be prohibited in all other outside areas to include breezeways, stairways, landings, yards, playground areas, parking lots, and with 25 feet of any opening to any building on those properties (e.g., windows and doors).

3. **Lease Requirements and Violations:** Tenants will be required to sign a Lease Addendum mandating compliance with this Policy. Any deviation from this Policy by a tenant, member of the tenant's household, or guest of the tenant or tenant's household, will be considered a lease violation by the tenant. If a household member or guest is caught smoking three (3) times in a housing unit or other prohibited areas, it shall be deemed "good cause" for lease termination and the PRHA will start the eviction process. This policy includes all properties.
4. **Signage:** PRHA will install "No Smoking" signs in the applicable communities and offices in conspicuous places.
5. **Reporting:** If a resident smells tobacco or other smoke in an area of the building where smoking is prohibited, the resident is requested to report this to the management office.
6. **Smokers No Prohibited as Tenants:** Adoption and implementation of this policy does not mean that smokers are ineligible to reside in the applicable housing communities. It simply means that smokers must limit their on-site smoking to building/unit exteriors.
7. **Policy Distribution to Current Residents:** Copies of this policy will be distributed to each tenant household in the applicable communities and will be available at each community's management office.
8. **Cessation Education:** It is PRHA's goal to provide residents who seek to quit smoking with contact information for local and national health and non-profit organizations which may be able to assist. Residents seeking to quit smoking are encouraged to contact their community's management office for further information.
9. **PRHA Not A Guarantor Of Resident Health:** Neither PRHA nor any affiliated entity which owns or participates in the operation of a housing community subject to this Policy is to be construed under or as a result of this policy as a guarantor of the health of residents or other individuals on the property, or of the smoke-free condition of a tenant's unit, common areas, or any other area of the property.

Portsmouth Redevelopment and Housing Authority

**ADDENDUM TO THE RESIDENTIAL LEASE
(Smoke-Free Housing Policy)**

This is an Addendum to the Residential Lease (the "Base Lease") between the Portsmouth Redevelopment and Housing Authority (hereinafter, "Management Agent") and/or _____ (hereinafter, "Owner"), and the occupying family (hereinafter "Resident") as tenant. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Base Lease.

WHEREAS, Management Agent and Owner have adopted a Smoke-Free Housing Policy (the "Policy") for the housing community where Resident leases a unit (the "Housing Community"); and

WHEREAS, Resident is required to comply with the Policy; and

WHEREAS, residents were advised of the change and that the Base Lease would be modified accordingly by notices and resident meetings during 2011-12;

NOW, THEREFORE, this Addendum is made a part of the Base Lease.

- 1. Definition of Smoking:** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, pipe or other tobacco product, or any other similar lighted product, in any manner or in any form.
- 2. SMOKING PROHIBITED (Interior):** As of July 1, 2013, smoking is PROHIBITED anywhere in the building[s] of the Housing Community, including Resident's apartment, other apartments, common rooms, hallways, elevators, management offices, and all other areas.
- 3. Incorporation by Reference:** By executing this Addendum, Resident acknowledges receipt of, and the opportunity to review, a copy of the Policy. The Policy is hereby incorporated by reference and made a part hereof.
- 4. Lease Compliance:** Any deviation from the Policy or this Addendum by Resident, any member of the Resident's household, or any guest of the Resident or Resident's household, will be considered a lease violation by the Resident. Three (3) violations by household member or guest shall be deemed "good cause" under the Base Lease for the eviction of Resident.
- 5. Management Agent/Owner not a Guarantor of Resident Health:** Neither this Addendum nor the Policy shall cause Management Agent, Owner, or any other individual or entity, to be deemed guarantor in any respect of the health of Resident or

Resident's household, or of the smoke-free condition of Resident's unit, common areas, or other areas of the Housing Community. Resident acknowledges that the adoption of non-smoking rules and the designation of areas of the Housing Community as smoke-free does not in any way create any obligation of the Management Agent or Owner to render buildings and premises any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Management Agent and Owner specifically disclaim any implied or express warranties that the building, common areas, apartments, or other areas of the Housing Community will have any higher or improved air quality standards than any other rental property. Management Agent and Owner cannot and do not warranty or promise that apartments, common areas, or other areas of the Housing Community will be free from secondhand smoke. Resident acknowledges that Management Agent's ability to police, monitor, or enforce the Policy is dependent in significant part on voluntary compliance by tenants and guests.

{SIGNATURES ON FOLLOWING PAGE}

The parties have executed this Addendum as of the ____ day of _____, 2015, at Portsmouth, Virginia.

Date _____ Management Agent _____

Date _____ Resident _____

Date _____ Resident _____

Date _____ Resident _____

Date _____ Resident _____

Date _____ Resident _____