



HOUSING AUTHORITY of the County of Butte

(530) 895-4474
FAX (530) 894-8738
TDD/TTY (800) 735-2929
(800) 564-2999 Butte County Only
WEBSITE: www.butte-housing.com
2039 Forest Avenue • Chico, CA
95928

HACB

NO SMOKING LEASE ADDENDUM

The following terms, conditions and rules are hereby incorporated into the Rental Agreement for the above unit, effective April 1, 2018.

PURPOSE: Resident acknowledges this policy was developed for the following reasons:

- (1) To protect residents from second hand smoke which is likely to drift from one apartment to another, and cause adverse health outcomes;
- (2) To protect lives and property from fire due to smoking and the use of tobacco products;
- (3) To encourage smoking cessation;
- (4) Eliminate costs associated with smoke damage in apartments.

DEFINITIONS: “Smoking” means engaging in an act that generates Smoke, such as, for example: possessing a lighted pipe, a lighted hookah pipe, a lighted cigar, an operating electronic cigarette or a lighted cigarette of any kind; or lighting or igniting a pipe, a hookah pipe, a cigar, or a cigarette of any kind. The term “Smoke” includes, but is not limited to, tobacco smoke, electronic cigarette vapors, marijuana smoke, and smoking any other products, legal or illegal. “Tobacco Product” means any substance containing tobacco leaf, and any product or formulation of matter containing biologically active amount of nicotine that is manufactured, sold, offered for sale, or otherwise distribute with the expectation that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

NO SMOKING POLICY: Smoking and use of tobacco or other substances shall be prohibited throughout the entire apartment complex, including but not limited to, all living units, hallways, stairways, elevators, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds, and building facilities. This policy applies to all residents, guests, visitors, service personnel and employees. There are no “Designated Smoking Areas” located on the entire property. Residents may not discard smoking products on the property.

All current residents who smoke will be provided with the opportunity to participate in a smoking cessation program. Butte County Public Health Department will provide information on cessation program accessibility.

NO SMOKING SIGNS: Landlord shall post “No Smoking” signs at the entrance and exits, in common areas, and in conspicuous places on the grounds of the apartment complex.

COMPLIANCE: Landlord shall take reasonable steps to ensure compliance with the terms and provisions of this Addendum. Tenant shall inform Tenant’s guests of the no smoking rule.

Residents agree and acknowledge that the apartment to be occupied by the Residents, and common spaces located in the complex have been designated as No-Smoking under the No-Smoking Policy. Residents shall comply with the No-Smoking Policy.

Residents shall be responsible to inform guests, visitors and/or service personnel of the No-Smoking Policy and shall ensure they comply with this No-Smoking Policy. Residents will be financially responsible for any costs incurred by HACB due to violation(s) of the No-Smoking Policy by guests, visitors and/or service personnel. Further, Residents shall promptly notify HACB of any incident of smoking or migrating secondhand smoke.



The Housing Authority is an equal opportunity employer and housing provider.



THIRD-PARTY BENEFICIARIES: Tenants agree that other tenants at the complex are the third party beneficiaries of the No-Smoking Addendum and, accordingly, a tenant has the right to sue another tenant for an injunction to prohibit smoking or for damages. An exercise of these rights shall not create a presumption that the Landlord breached this Addendum.

DISCLAIMER: Tenant acknowledges the following: a) that the adoption and/or enforcement of the no smoking rules shall not make the Landlord a guarantor of Tenant’s health or of the smoke-free condition of the Tenant’s apartment and the common areas; b) the adoption and/or enforcement of the no smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the Tenant; and c) that Landlord’s ability to police, monitor, or enforce the no smoking rule is dependent in significant part on compliance by the Tenant and Tenant’s guests. Landlord 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 property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from smoke.

LEASE VIOLATION: Residents are responsible for the actions of their household, their guests and visitors and/or service personnel. Failure to adhere to any of the conditions of this Addendum will constitute both a material non-compliance with the Lease Agreement and a serious violation of the Lease Agreement.

This No-Smoking Policy will be incorporated into the Lease Agreement. FAILURE TO COMPLY WITH THIS POLICY IS A VIOLATION OF THE LEASE AGREEMENT. All Residents will be required to sign this Addendum to the Lease, acknowledging their compliance with this No-Smoking Policy.

Residents who violate this policy will be financially responsible for any damage resulting from smoking, such as increased maintenance, cleaning and turnover costs.

HACB ENFORCEMENT PLAN

- 1st Violation Verbal Warning and Cessation Materials
- 2nd Violation Verbal Warning and Cessation Materials
- 3rd Violation 1st Written Warning and Cessation Materials
- 4th Violation 2nd Written Warning and Cessation Materials
- 5th Violation 3rd and final Written Warning and Cessation Materials
- 6th Violation 30 or 60 days’ notice to vacate for continual violation of No-Smoking Policy
Eviction Proceedings to follow

HACB will allow residents to exercise their right to an informal hearing and formal hearing thru the HACB Grievance Procedures

TENANT CERTIFICATION: I have read and understand the above No-Smoking Lease Addendum and Policy and I agree to comply fully with the provisions. I understand that failure to comply may constitute reason for termination of my Lease.

Head of Household Signature

Date

Other Adult Signature

Date

Address

City

HACB Property Specialist / Date

