

Wheeling Housing Authority



Public Housing Non-Smoking Lease Addendum

Date: _____

Property Name: _____

Apartment/Unit Number: _____

Tenant Name(s): _____

Tenant Address: _____, Wheeling, WV 26003

Tenant and all members of the Tenant's family or household are parties to a written lease with the Landlord. This Addendum states the following additional terms, conditions and rules that are hereby incorporated into the Lease, effective August 1, 2018. A breach of this Lease Addendum gives each party all the rights contained herein, as well as the rights in the Lease.

- 1. Purpose of Non-Smoking Policy.** The parties desire to mitigate (i) the irritation and known adverse health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of property insurance for a non-smoke-free building. The tenant acknowledges that the smoke-free policy established by this Lease Addendum is applicable as follows:

In all properties owned or managed by Landlord

- 2. Definitions:**

"Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, electronic delivery device, or any other natural or synthetic 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 delivery 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, or vape pen, or any other product name or descriptor.

- 3. Smoke-Free Building and Grounds.** The Tenant agrees and acknowledges that the premises to be occupied by the Tenant and members of the Tenant's household have been designated to become a smoke-free living environment. The Tenant and members of the Tenant's household, and any guests of the Tenant will not smoke anywhere in the unit rented by the Tenant, including associated balconies, decks or patios; in the common areas of the building where the Tenant's dwelling is located, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevators; or anywhere on the grounds unless at least 25 feet from any building, doorway, or window of the building; nor shall the Tenant permit any guests or visitors of the Tenant to do so.
- 4. Tenant to Promote Smoke-Free Policy and Alert Landlord of Violations.** The Tenant will inform their guests of the smoke-free policy. The Tenant will also promptly give the Landlord a written statement of any incident where tobacco or marijuana smoke, or vapor from an electronic cigarette, is migrating into the tenant's unit from sources outside of the Tenant's unit.

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5. **Landlord to Promote Smoke-Free Policy.** The Landlord will post no-smoking signs at entrances and exits, common areas, and in conspicuous places on the grounds of the apartment building.
6. **Other Tenants are Third-Party Beneficiaries of Tenant's Agreement.** The Tenant agrees that the other Tenants in the building are third-party beneficiaries of the Tenant's smoke-free Lease Addendum with the Landlord. A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any legal action between Tenants related to this smoke-free Lease Addendum shall not create a presumption that the Landlord breached the Lease Addendum.
7. **Effect of Breach and Right to Terminate Lease.** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Lease Addendum shall be considered a material breach of the Lease and grounds for enforcement action, including eviction, by the Landlord. The Tenant acknowledges that breach of this Lease Addendum shall also render the Tenant liable to the Landlord for the costs of repair to the Tenant's unit due to damage from smoke odors or residue.
8. **Disclaimer by Landlord.** The Tenant acknowledges that the Landlord's adoption of this smoke-free policy and the efforts to designate the Tenant's building as smoke-free do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household 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. Landlord specifically disclaims any implied or express warranties that the building, common areas, or the 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 secondhand smoke or vapor. The Tenant acknowledges that the Landlord's ability to police, monitor, or enforce the provisions of this Lease Addendum is dependent in significant part on voluntary compliance by the Tenant and the Tenant's guests. The Landlord shall take reasonable steps to enforce this smoke-free policy. The Landlord is not required to take steps in response to smoking in violation of this agreement unless the Landlord knows of the smoking or has been given written notice of the smoking. The Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Landlord does not assume any higher duty of care to enforce this Lease Addendum than any other landlord obligation under the Lease.

Landlord

Tenant(s)

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