

LEASE ADDENDUM
SMOKE AND TOBACCO FREE POLICY
TWIN FALLS HOUSING AUTHORITY
(UPDATED JANUARY 1, 2017)



January 1, 2014 the Twin Falls Housing Authority (TFHA) declared that all apartment buildings owned by the Housing Authority to be smoke-free buildings. Smoking was not permitted in the living or common areas or within 20 feet of doorways or patios. The Housing and Urban Development (HUD) has declared that all Public Housing Authorities Adopt and Implement HUD's Smoke-Free Housing Final Rule: 24 CFR Parts 965 and 966. **As such; this amendment reflects the rules and changes: EFFECTIVE JANUARY 1, 2017.**

TFHA SMOKE-FREE POLICY: This policy will ensure the quality of air and promote the safety of TFHA residents. Due to increased maintenance costs, the risk of fire and the known health effects of second hand smoke; **smoking and the use of tobacco products is prohibited**

- 1) all indoor areas, including but not limited to living units, indoor common areas, storage units, administrative office buildings, and in;
- 2) all outdoor areas within 25 feet of entry ways, open windows, and/or playground areas and patios.
- 3) The use of water-pipes often known as hookahs and burning incense is also prohibited. This policy applies to all owners, tenants, guests, and service persons. Tenants are responsible for ensuring that family members, roommates and guests comply with this rule.
- 4) Residents smelling tobacco smoke or smoke from other burning products any place in the building or common areas such as laundry and community rooms, are obligated to report the occurrence to the administrative office as soon as possible. Residents found to abuse this policy and create a 'hostile' environment will have their housing terminated in accordance with Section XIV of the Lease which states; 'The Twin Falls Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following: ...By a resident's actions or the actions of a guest, prevent or hinder other Residents, to include neighbors outside of the Housing Authority's Property, to enjoy peaceful enjoyment of their residence.'

DEFINITION/SMOKING: The term 'smoking' means any inhaling, exhaling of burning material or tobacco product. Burning or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device for burning tobacco or any other plant in any manner or any form. Burning Incense is included in the Smoke-Free Housing Policy even though it is not inhaled or exhaled, it emits smoke and leaves smoke residue on the interior of the apartment.

SMOKE/TOBACCO FREE PROPERTIES: Residents of the Housing Authority agree and acknowledge that the premises to be occupied by the Resident and members of the Resident's household have been designated as a Smoke-Free Living Environment. Resident and members of the Resident's household shall not smoke or burn other materials such as incense anywhere in the unit rented by the Resident, in the building where the Resident's dwelling is located or in any of the common areas (or adjoining grounds of such building or other parts of the rental community), nor shall resident permit any guests or visitors under the control of the Resident to do so.

PUBLIC HOUSING AUTHORITY NOT A GUARANTOR OF SMOKE-FREE ENVIRONMENT:

Resident acknowledges that the Property Manager/Owner's adoption of a smoke free living environment, and the efforts to designate the rental properties as smoke free, do not make the property Manager/Owner or any of its management agents the guarantor of Resident's health or of the smoke/tobacco free condition of the Resident's unit and the common areas. However, Property Manager/Owner shall take reasonable steps to enforce the smoke-free terms of its Leases/House Rules and to make the (designated areas of the) property smoke-free.

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BREACH of POLICY/RIGHT to TERMINATE LEASE: A breach of this Addendum by the Resident shall be a material breach of the Lease and grounds for termination of the Lease by the Property Manager/Owner. Residents being reported to be in violation will be contacted in writing and provided an opportunity to 'Cure'. Contact and Complaint will be documented in the Resident's file. Material Non-Compliance in violation of the Smoke/Tobacco Free Policy will prompt the Lease Termination process which will be enacted at the report of a third violation. However, in some circumstances, depending upon the severity and frequency of reported violations, the Lease termination process may be initiated immediately.

SMOKING CESSATION SUPPORT. Smoking cessation resources and programs are as follows: 1) Idaho Project Filter 1(800) QUIT-NOW or 1(800)784-8669 or www.projectfilter.org, or 211
2) The National Cancer Institute's website www.smokefree.gov provides tips on quitting tobacco use, and the
3) American Lung Association's Web page on State Tobacco Cessation Coverage www.lungusa2.org/cessation2 provides information on cessation insurance programs, both public and private, in all states and the District of Columbia.
4) In addition, information on quitting from National Cancer Institute counselors can be accessed by calling the toll-free number 1-877-44U-QUIT (1-877-448-7848).
5) Hearing or speech-challenged individuals may access these numbers through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339 or Idaho TTY 1(877)777-6534.

RESIDENT CERTIFICATION: (To be completed at initial lease-up and annual recertification)

I acknowledge receipt and have read and understand the above Smoke/Tobacco Free Policy. I agree to comply fully with the provisions. I understand that failure to comply may constitute Non-Compliance of my Lease and Reason for Termination of said Lease resulting in Eviction.

Resident Signature: _____

Date: _____

Resident Signature: _____

Date: _____

Address: _____
Apartment # Street/Complex City State Zip code

Housing Authority Representative Signature: _____