

## FISCAL YEAR 2018-2019

### THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES (“MANAGEMENT”) PUBLIC HOUSING NON-SMOKING LEASE AGREEMENT ADDENDUM

This Lease Agreement Addendum is incorporated into the Lease Agreement between Management and the Resident(s) listed below:

Name(s) of Resident(s) \_\_\_\_\_

Housing Development \_\_\_\_\_

Address of Residence \_\_\_\_\_

Unit No. \_\_\_\_\_

This Addendum hereby supplements and modifies the Public Housing Lease Agreement, and shall be incorporated as part of the Lease Agreement.

#### **EXCEPT FOR ONE SPECIFIED DESIGNATED SMOKING AREA AT THE SOUTHBAY GARDENS SENIOR PUBLIC HOUSING DEVELOPMENT, SMOKING IS STRICTLY PROHIBITED ON ALL OTHER HOUSING DEVELOPMENTS' PREMISES INCLUDING IN INDIVIDUAL UNITS, COMMON AREAS, EVERY BUILDING AND ADJOINING GROUNDS**

1. **Purpose of Non-Smoking Policy.** Management would like to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance and cleaning costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.
2. **Definition of Smoking.** The term “smoking” means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe, hookah or other prohibited tobacco, marijuana or similar lighted product in any manner or in any form. Additionally, “smoking” also includes but is not limited to the use of an electronic cigarette (e-cig or e-cigarette), a personal vaporizer (PV) or an electronic nicotine delivery system (ENDS).
3. **Non-Smoking Area.** Resident agrees and acknowledges that it is strictly prohibited to smoke on the premises occupied by the Resident and members of the Resident's household in any common areas, including but not limited to community rooms, community bathrooms, within all living units, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevators, playground areas, entry ways, porches, balconies and patios. Resident and members of Resident's household shall not smoke anywhere in said Non-Smoking Area. The Resident may not permit any guests or visitors under the control of the Resident to smoke in said Non-Smoking Area.
4. **Designated Smoking Area:** Management will permit smoking only at the Southbay Gardens Senior Housing Development, at one specified open-air area that is at least 25 feet away from an HA building and identified with clear signage as a “Designated Smoking Area”. All other housing developments are completely smoke free.
5. **Resident to Promote Non-Smoking Policy and to Alert Management of Violations.** Resident shall inform Resident's guests or visitors of the non-smoking policy. Residents are also encouraged to promptly submit to Management a written statement of any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's unit.
6. **Resident Financial Responsibility.** Residents acknowledges that the HA holds Residents financially responsible for the mitigation of any damages caused by smoking in the Resident's unit or caused by smoking in non-smoking areas on the HA's premises. Residents shall pay for these damages as set forth in the Lease as “Other Charges”. Costs incurred may include but are not limited to cleaning, sealing, painting, deodorizing, duct cleaning, and possible replacement of fixtures and various surface materials.
7. **Management to Promote Non-Smoking Policy.** Management shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous locations adjoining the grounds of the Non-Smoking Area.

8. **Management Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that Management's adoption of a non-smoking living environment does not make Management the guarantor of the Resident's, members of the Resident's household or their guests/visitors health or of the non-smoking condition of the Resident's unit and the common areas. However, Management shall take reasonable steps to enforce the non-smoking terms in this Lease Addendum and to make the Non-Smoking Area as smoke-free as is reasonably possible. Management is not required to take steps in response to smoking unless Management is aware of said smoking or has been given written notice of said smoking.

9. **Effect of Breach and Right to Terminate Lease.** A material or continuing breach of this Addendum shall be a material breach of the Lease and grounds for termination of the Lease by Management.

10. **Disclaimer by Management.** Resident acknowledges that Management's adoption of a non-smoking living environment does not in any way change the standard of care that Management would provide to a resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Management specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. Management cannot and does not warrant or assert that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that Management's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on compliance by the Resident and Resident's guests/visitors. Residents and Resident's guests/visitors with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Management does not assume any higher duty of care to enforce this Addendum than any other Management obligation under the Lease.

IN WITNESS, WHEREOF, the parties have executed this Lease Addendum this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .  
at \_\_\_\_\_

**THE HOUSING AUTHORITY OF THE  
COUNTY OF LOS ANGELES**

By: \_\_\_\_\_

\_\_\_\_\_(Resident) \_\_\_\_\_ (Date)

\_\_\_\_\_(Resident) \_\_\_\_\_ (Date)

Its: \_\_\_\_\_

The following adult members of the household as set forth in Section 1(B) of the Lease Agreement have reviewed and acknowledge their receipt of this Lease Agreement Addendum.

\_\_\_\_\_(Occupant) \_\_\_\_\_ (Date)

\_\_\_\_\_(Occupant) \_\_\_\_\_ (Date)

\_\_\_\_\_(Occupant) \_\_\_\_\_ (Date)

\_\_\_\_\_(Occupant) \_\_\_\_\_ (Date)

\_\_\_\_\_(Occupant) \_\_\_\_\_ (Date)

\_\_\_\_\_(Occupant) \_\_\_\_\_ (Date)

I (we) have been provided a copy of the lease in traditional Chinese.

我已收到一份中文版的租約。

Initial(s) \_\_\_\_\_

I (we) have been provided a copy of this Lease in Russian.

Я получил копию арендного договора на русском языке.

Initial(s) \_\_\_\_\_

I (we) have been provided a copy of this Lease in Spanish.

Se me ha proporcionado una copia del contrato de arrendamiento en español.

Initial(s) \_\_\_\_\_