

Smoke—Free Policy
Family Public Housing Units- Red Wing HRA
July 1, 2018

The Red Wing HRA desires to mitigate (I) the irritation and known health effects caused by second hand smoke; (II) the maintenance, cleaning and redecorating costs attributable to smoking; and (III) the increased risk of fire from smoking.

Definition of smoking: “Smoking” means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device (including electronic cigarettes) for burning tobacco or any other product. The term “electronic cigarette” means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. Included in the prohibited tobacco products are hookahs/water pipes.

Smoke-Free Complex: Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident’s household have been designated as a smoke-free living environment. Resident and members of the Resident’s household shall not smoke anywhere in the unit rented by 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 Resident to do so.

Smoking is not allowed within 25 feet of the apartment building and administrative office building.

Red Wing HRA is Not a Guarantor of Smoke Free Environment: Residents acknowledge that the Red Wing HRA’s adoption of a smoke-free living environment, and the efforts to designate all HRA units as smoke free, do not make the Red Wing HRA or any of its managing agents the guarantor of Resident’s health or of the smoke-free condition of the Resident’s unit and the common areas. The Red Wing HRA shall take reasonable steps to enforce the smoke-free terms of its Leases/House Rules and to make the designated areas of the complex smoke free. The Red Wing HRA is not required to take steps in response to smoking unless the Red Wing HRA knows of said smoking or has been given a written report of said smoking.

Effect of Breach and Right to Terminate Lease: A breach of this Addendum/House Rules shall give each party all the rights contained therein, as well as the rights provided for in the lease. A material breach of this Addendum by the Resident shall be a material breach of the lease. Any deviation from the smoke-free policy by any resident, a member of their household or their guest will be considered a lease violation. Three (3) lease violations will result in eviction.

The Red Wing HRA acknowledges that in declaring all HRA units to be smoke-free, the failure by the Red Wing HRA to respond to a written complaint filed by the Resident shall be treated as equivalent to failure to respond to a request for maintenance.

Disclaimer by Red Wing HRA: Resident acknowledges that the Red Wing HRA adoption of a smoke-free living environment and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Red Wing HRA would have to a Resident 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. The Red Wing HRA 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. The Red Wing HRA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that the Red Wing HRA’s ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on voluntary compliance by the Resident and Resident’s guest. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Red Wing HRA does not assume any higher duty of care to enforce this Lease Addendum/House Rules than any other Red Wing HRA obligation under the Lease.

Current residents and future residents:

Upon adoption of this policy, all new and existing residents living in Red Wing HRA owned properties will be given two (2) copies of this policy. After review, all residents will sign both copies and return one to the HRA office for placement in the resident’s file. Failure by the resident to return a signed copy to the HRA office by July 1, 2018 will result in a violation of lease terms.

Landlord: Red Wing Housing and Redevelopment Authority

Resident Certification: I have read and understand the above smoke-free policy and I agree to comply with the provisions of the policy. I understand that failure to comply may constitute reason for termination of my lease.

Resident Signature: _____ **Date:** _____

Resident Signature: _____ **Date:** _____

Resident Signature: _____ **Date:** _____