

ADDENDUM TO DWELLING LEASE
BETWEEN
MISSISSIPPI REGIONAL HOUSING AUTHORITY IV
AND

_____, RESIDENT

Pursuant to Section XVII of the Dwelling Lease which provides that changes may be made, Section VI. Resident's Obligations is amended to read as follows:

(AA) To comply with all obligations required under the Smoke-Free Public Housing Policy.

- 1) Resident shall inform Resident's household members and guests of the smoke-free policy.
- 2) Residents *are responsible* for the actions of *their household, their guests, and their visitors*. *Any resident*, including the members of their household, guests, or visitors, *will be considered in violation of their lease* if a violation of the smoke-free policy occurs. Visual observation is not necessary to substantiate a violation of this Smoke Free Housing Policy. For example, the presence of smoke, tobacco smoke odor, or smoke stains within a dwelling unit in combination with butts, ash trays, or other smoking paraphernalia will be considered significant evidence of a policy violation. In addition, *the resident will be responsible for all costs* to remove smoke odor or residue upon any violation of this policy.
- 3) Residents are encouraged to promptly give Property Management staff a written statement of any incident where smoke is migrating into the Resident's dwelling from sources outside of the Resident's dwelling.
- 4) The Housing Authority is not required to take steps in response to smoking unless the Housing Authority has actual knowledge of the smoking and the identity of the responsible resident.
- 5) 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 actions, including eviction. Resident acknowledges that a breach of this Lease Addendum shall also render Resident liable for the costs of repair to Resident's apartment unit due to damage from smoke odors or residue.

6) *HUD has determined that there is no “right” to smoke in a rental home, and smokers are not a protected sub-class under anti-discrimination laws. In Constitutional jurisprudence, courts have found that smoke-free policies do not violate the Equal Protection Clause because there is no fundamental right to smoke. Additionally, the act of smoking itself is not a disability under the ADA.*

I/We hereby acknowledge that I/We have received a copy of the Smoke-Free Public Housing Policy, have read the Smoke-Free Public Housing Policy, agree to abide by the Smoke-Free Public Housing Policy and understand that the Smoke-Free Public Housing Policy has become a binding and enforceable part of my lease with the Housing Authority and that a violation of this policy by resident, resident’s household, guests or visitors will result in the following:

- 1st violation – Written and/or verbal warning, documented in resident file
- 2nd violation – Written warning and referral to Director of Special Programs to provide smoking cessation information
- 3rd violation – Written warning, \$25.00 fine, mandatory meeting with Housing Manager
- 4th violation – Lease termination for failure to abide by the lease agreement/addendum

I/We hereby acknowledge receipt of the Housing Authorities Smoke-Free Public Housing Policy which will become effective on **July 30, 2018**.

All other covenants, terms, and conditions of the Lease remain the same. This addendum shall be attached to and made a part of the Dwelling Lease.

MISSISSIPPI REGIONAL HOUSING AUTHORITY IV

BY: _____
(PHA Representative)

Date: _____

TENANT: _____
(Head)

Date: _____

(Spouse or Other Adult)