

**MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
Dwelling Lease Addendum #3**

Effective: July 30, 2018

The Smoke-Free Policy is being incorporated in and made part of the Public Housing Dwelling Lease (the "Lease"), as a Lease Addendum dated made between the Landlord and the Resident, (print name of head of Household) , Client # , Unit # .

I. PURPOSE OF SMOKE-FREE POLICY

The County and the U.S. Department of Housing and Urban Development (HUD) desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) increased maintenance, cleaning and redecorating costs from smoking; (iii) increased risk of fire from smoking; and (iv) the higher costs of fire insurance for non-smoke-free buildings.

II. DEFINITIONS

- A. **Smoking:** The term "smoking" means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe, water pipes (also known as hookahs), electronic cigarettes, marijuana or other tobacco product or similar lighted products in any manner or in any form.
- B. **Interior Area:** Areas within the building interior that are open to the public, including but not limited to entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, public restrooms, community rooms, community kitchens, laundry rooms, stairwells, playgrounds, parking garages and carports, and any other area of the building that is accessible to Resident(s), guests and employees.
- C. **No Smoking Area:** The dwelling unit occupied by Resident(s) and members of Resident's household, any interior area, including but not limited to community rooms, community bathrooms, daycare facility, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevator, within all living units, and areas outside the building that are within 25 feet from County-owned public housing buildings including the community center, office buildings or interior areas including entryways, porches, balconies and patios.
- D. **Designated Smoking Area:** An area designated by the Landlord that is outside of the required 25 feet perimeter.

III. IMPLEMENTATION AND ENFORCEMENT OF SMOKE-FREE POLICY

- A. Resident's Responsibilities
 - 1. Resident(s) and members of the Resident's Household shall not smoke in the No Smoking Area, as defined above in Section II.
 - 2. Resident(s) shall inform Resident's guests of the Smoke-Free Policy and shall not permit any guests or visitors under the control of Resident to smoke in the No Smoking Area, as defined above in Section II.

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3. All smoking Resident(s) and guests are required to dispose of their smoking material in the appropriate collection receptacles provided by Landlord prior to entering any zone designated as a No Smoking Area, as defined in Section II. Failure to properly dispose of smoking materials may result in infractions as described in Section V. Penalties for Violation of Smoke-Free Policy.
4. Resident(s) shall promptly notify Landlord of any incident where smoke from tobacco, marijuana or similar products, is migrating into the Resident's unit.

B. Landlord's Responsibilities

1. Landlord shall take reasonable steps to enforce the non-smoking terms of its leases and maintain the No Smoking Area as smoke-free as reasonably possible. Such reasonable steps include but are not limited to providing residents with orientation, progressive warnings, housekeeping inspections, and appropriate notices of lease violations.
2. Landlord shall post non-smoking signs at entrances and exits, in interior areas, and in noticeable places adjoining the grounds of the No Smoking Area.
3. Landlord shall provide collection receptacles at least 25 feet from entrances, exits, interior areas and noticeable places adjoining the No Smoking Areas, for disposal of smoking material.
4. Landlord may designate specific smoking areas outside of the No Smoking Areas, depending on the type of development and as permitted by availability of space.
5. Landlord may refer Resident(s) violating the Smoke-Free Policy to smoke cessation programs and counseling services. For more information, please contact the Florida Department of Health in Miami-Dade County's Office of Community Health and Planning at (305) 278-0442. For cessation counseling services, please contact Area Health Education Center (AHEC) at (305) 243-2847.
6. Landlord will adopt a progressive enforcement approach for violations of the Smoke-Free policy.
7. Landlord will consider all relevant circumstances and mitigating factors before terminating a tenancy under the Smoke-Free Policy. Lease termination and eviction will only be pursued as a last resort.

C. Landlord Not a Guarantor of Smoke-Free Environment

1. Landlord's adoption of smoke-free living environment does not make the Landlord or any of the Landlord's managing agents the guarantor of Resident's health or of the non-smoking condition of the Resident's unit and the interior areas.
2. Landlord is not required to take steps in response to smoking unless Landlord is notified.

IV. PENALTIES FOR VIOLATION OF SMOKE-FREE POLICY

- A. Resident(s) will be issued a penalty by the Landlord for each reported or detected smoking incident, to be documented in the Resident's records.

1. **Written Warnings** (up to two (2) written warnings)
1st Written Warning: Resident(s) will be scheduled for a conference to review the Smoke-Free Policy and receive a written warning.

2nd Written Warning: Resident will be issued a written warning and a referral to the State of Florida Department of Health Tobacco Free Florida smoking cessation program. Resident(s) will be notified that a subsequent violation of the Smoke-Free Policy may result in assessment

of fines, and ultimately in termination of housing assistance.

2. **Fines** (after issuance of two (2) written warnings)

Landlord will impose a fine of \$10.00 with subsequent incremental increases of \$10.00 per infraction up to \$50.00 for each smoking incident reported to or detected by Landlord, upon verification. All infractions thereafter will result in a fee of \$50 per infraction.

V. DISCLAIMER BY LANDLORD

- A. Landlord specifically disclaims any implied or express warranties that the building, interior areas, or Resident's premises will have any higher or improved air quality standards than any other rental property.
- B. Landlord cannot and does not warrant or promise that the rental premises or interior areas will be free from secondhand smoke.
- C. Landlord's adoption of a smoke-free living environment does not in any way change the standard of care that the Landlord or the Landlord's managing agent would have 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.

A violation (breach) of this Lease Addendum shall give each party the rights contained in the Lease. Continuing violation (breach) of the Lease Addendum shall be a serious violation (material breach) of the Lease and grounds for termination of the Lease by the Landlord. Landlord's ability to police, monitor, or enforce the agreements of this Lease Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests, as well as by other residents and guests in other parts of the No Smoking Areas. Landlord does not assume any higher duty of care to enforce this Lease Addendum than any other Landlord obligation under the Lease for those Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke.

IN WITNESS THEREOF, the parties have executed this Lease Addendum this _____ day of _____, in the year _____ at Miami-Dade County, Florida.

RESIDENT

**MIAMI-DADE COUNTY,
a political subdivision of the State of Florida**

Resident (head of household)

Landlord/Authorized Representative

Spouse (if applicable)

Site Name

Family/Household Member (18 or older)

Site address

Family/Household Member (18 or older)

Family/Household Member (18 or older)

Family/Household Member (18 or older)

Family/Household Member (18 or older)