

## South Metro Housing Options

### ***SMOKE-FREE HOUSING POLICY***

(Alyson Court, Amity Plaza, Bradley House, Powers Circle Apartments)

South Metro Housing Options (SMHO) desires to mitigate the irritation and known health effects caused by secondhand smoke, and the maintenance, cleaning and redecorating costs attributable to smoking and the increased risk of fire from smoking. SMHO has determined that for the benefit and well-being of the residents, guests, and employees smoking will be permitted only as specified in this policy. Copies of this policy shall be distributed to all current residents, new residents, applicants and employees.

The effective date of this policy is January 1, 2014. Effective on January 1, 2014, all current residents, all employees, all guests and all new residents are prohibited from smoking in any of the following properties:

Alyson Court  
Bradley House

Amity Plaza  
Powers Circle Apartments

Current residents are *temporarily* excluded from this policy by the process of “grandfathering in”. Residents and guests are not permitted to smoke anywhere inside the buildings including the apartments. Exempted residents who are grandfathered in may continue to smoke as set out in this policy.

Smoking means inhaling, exhaling, burning, carrying or possessing any lighted cigar, cigarette, electronic and synthetic cigarettes, pipe, or other lighted smoking device for burning tobacco, marijuana, or any other plant.

Smoking shall not be permitted:

- By any person including residents, new residents, guests or employees inside any part of Alyson Court, Amity Plaza, Bradley House or Powers Circle Apartments.
- In any individual apartment units, balconies or patios.
- In common areas within any building such as entryways, lobbies, reception areas, hallways, elevators, offices, stairwells, restrooms, laundry rooms, community rooms, storage areas, and all openings to any housing property, including window and door openings or within 15 feet of those window or door openings.
- In all other outside areas of the properties, stairways, yards, building grounds and parking lots.
- In SMHO-owned vehicles.

Smoking shall be permitted by a current resident only if a temporary smoking exemption is granted in writing.

A current resident (living in one of SMHO's units prior to January 1, 2014) may apply for a temporary exemption to this policy. These residents will be grandfathered in and they will be allowed to smoke in their apartment until November 30, 2014. As of November 30, 2014, exempted residents must adhere to the no smoking policy. The exemption applications may be obtained from the SMHO Administrative Office, located at 5745 S. Bannock Street, Littleton, CO 80120 or at the front desk of Alyson Court, Amity Plaza, and Bradley House.

No Smoking signs will be posted inside and outside of each building.

SMHO does not guarantee the smoke free condition of the residential unit or the common areas, nor does it warrant that any SMHO property is safe, more habitable or improved in terms of air quality standards or any other standards. SMHO shall promote the No Smoking Policy and shall take reasonable steps to enforce it.

Failure of a resident or a resident's guest to adhere to the non-smoking policy will be considered a lease violation. Residents are responsible for the action of their guests.

New residents will be given two copies of the smoking policy. After review, the resident will sign both copies. The original signed copy will be placed in the resident's file.

*Approved:  
South Metro Housing Options  
Board of Commissioners  
December 12, 2013*

**ACKNOWLEDGEMENT OF SMOKE-FREE POLICY**

***Smoke-Free Policy***

In reference to the SMHO Smoke-Free Policy and due to the increased risk of fire and the known health effects of secondhand smoke, smoking is prohibited in all areas of this property, both private (the unit rented by the Resident, the building where the Resident’s dwelling is located) and common (adjoining grounds of the building or other parts of the rental community, including but not limited to the walkways, areas near any exterior windows, community room(s), and laundry room(s) except for the designated smoking area listed below.)

***Smoking***

The term “smoking” means inhaling, exhaling, breathing, burning, carrying, or possessing any lighted cigar, cigarette, electronic or synthetic cigarette, pipe, or other similarly lighted device for burning tobacco, marijuana or any other plant.

**RESIDENT CERTIFICATION**

*I have read and understand the above policy and I agree to comply fully with the provisions. I understand that failure to comply may constitute reason for termination of my lease.*

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Name Printed

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Name Printed

\_\_\_\_\_  
Address

\_\_\_\_\_  
Unit Number

Date: \_\_\_\_\_

**SOUTH METRO HOUSING OPTIONS**  
***TEMPORARY SMOKING EXEMPTION FORM***

Date: \_\_\_\_\_

Resident Name: \_\_\_\_\_

Address: \_\_\_\_\_ Unit Number: \_\_\_\_\_

As a current SMHO resident and a smoker, I am requesting a temporary exemption from the SMHO smoke-free policy adopted on December 12, 2013.

***I understand that my exemption will only apply to me and not any of my guests.***

I also realize that my exemption will only allow me to smoke in my own apartment through November 30, 2014. I further understand that I am not allowed to smoke on my balcony or patio after November 30, 2014.

I understand that this exemption is temporary and will expire on November 30, 2014 at which time I will be required to adhere to the no smoking policy adopted on December 12, 2013.

Resident Signature: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Approved by: \_\_\_\_\_

\_\_\_\_\_  
Title

## **Addendum to House Rules**

### **1. Purpose of Smoke-Free Housing**

South Metro Housing Options (SMHO) desires to mitigate (i) the irritation and known health effects caused by secondhand smoke; (ii) the maintenance, cleaning, and redecorating costs attributable to smoking; (iii) and the increased risk of fire from smoking.

### **2. Definition of smoking**

“Smoking” means inhaling, exhaling, burning, carrying or possessing any lighted cigar, cigarette, electronic or synthetic cigarette, pipe, or other lighted smoking device for burning tobacco, marijuana or any other plant.

POLICY TERMS:

### **3. Smoke-Free Complex**

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 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, including but not limited to lawn area, areas near any exterior windows, community rooms, and laundry rooms), nor shall the Resident permit any guests or visitors under the control of the Resident to do so.

### **4. Designated Smoking Areas**

Since the entire property is now considered smoke-free, the only place(s) to smoke will be as designated:

|                          |       |
|--------------------------|-------|
| Amity Plaza              | _____ |
| Bradley House            | _____ |
| Alyson Court             | _____ |
| Powers Circle Apartments | _____ |

### **5. South Metro Housing Options to Promote “No Smoking” Policy**

South Metro Housing Options shall post “No Smoking” signs at entrances and exits, common areas, and hallways (and in conspicuous places on the grounds adjoining the apartment complex). SMHO will use these signs to inform vendors and employees of the policy.

**6. *South Metro Housing Options Not a Guarantor of Smoke-Free Environment***

The Resident acknowledges that South Metro Housing Options' adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not make South Metro Housing Options or any of its managing agents the guarantor of the Resident's health or the smoke-free condition of the Resident's unit and the common areas. However, South Metro Housing Options shall take reasonable steps to enforce the smoke-free terms of its Leases/House Rules and to make the designated areas smoke-free.

South Metro Housing Options is not required to take steps in response to smoking unless SMHO knows of said smoking or has been given a report, in writing, of said smoking.

**7. *Resident to Promoted No-Smoking Policy and to Alert SMHO of Violations***

Residents shall be encouraged to inform their guests of the no-smoking policy. Further, Residents shall be encouraged to promptly give SMHO a written statement of any incident where smoke is migrating into the Resident's unit from sources outside of the Resident's apartment unit in order for action to be taken.

**8. *Effect of Breach and Right to Terminate Lease***

A breach of this Addendum/House Rules shall give each party all the rights contained herein, as well as the rights provided for in the Lease. A material breach of the Addendum by the Resident shall be a material breach of the Lease and grounds for immediate termination of the Lease by South Metro Housing Options.

SMHO acknowledges that in declaring this building to be smoke-free, the failure to respond by SMHO to a complaint filed by the Resident shall be treated as equivalent to failure to respond to a request for maintenance.

**9. *Disclaimer by Property Manager/Owner***

The Resident acknowledges that South Metro Housing Options' 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 the SMHO would have to a Resident household to render buildings and premises designated as smoke-free as safe, more habitable, or improved in terms of air quality standards than any other rental premises. SMHO cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. The Resident acknowledges that SMHO's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on voluntary compliance by the Resident and the Resident's guests. Residents with respiratory ailments, allergies or any other physical or mental condition relating to smoke are put on notice that SMHO does not assume any higher duty of care to enforce this Lease Addendum/House Rules than any other SMHO obligation under the Lease.

***10. Other Residents are Third-Party Beneficiaries of Resident's Agreement***

The Resident agrees that the other Residents at the complex are the third-party beneficiaries of the Resident's smoke-free policy agreements with SMHO. (In layman's terms, this means that the Resident's commitments in this policy are made to the other Residents as well as to SMHO.) A Resident may take legal action against another Resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another Resident. Any suit between residents herein shall not create a presumption that SMHO breached this policy.

***11. Grandfathering of Current Residents***

The Resident acknowledges that current residents residing in the complex under a prior Lease will not be immediately subject to the smoke-free policies. As current residents move out, or enter into new Leases, the smoke-free policy will become effective for their unit or new Lease.

*SMHO reserves the right to modify this policy as business needs changes. Residents will be notified of any modifications upon intake or recertification.*

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
South Metro Housing Options

\_\_\_\_\_  
Date

