

**HOUSING AND REDEVELOPMENT AUTHORITY OF AITKIN COUNTY, MINNESOTA
PUBLIC HOUSING AND RURAL DEVELOPMENT POLICY
FOR A SMOKE-FREE BUILDING**

The Aitkin County HRA will become smoke-free within the following buildings, on **June 1, 2012**. The addresses of these units are as follows:

MaryHill Manor, 215 3rd St. SE, Aitkin, MN 56431
Hill Lake Manor, 536 Gill Street, Hill City, MN 55748
Pioneer Villa, 141 E 2nd Ave., McGregor, MN 55760
Village Apartments, 200/250 2nd Ave. SW, Aitkin, MN 56431

Hill City Scattered Site units located in Hill City, MN 55748:

316 Stoner Ave. SW
318 Stoner Ave. SW
314 Stoner Ave. SW
143 Stoner Ave. SE
406 Gill Street S
131 Greenfield Ave. SW
130 Stoner Ave. SW
357 Cedar St. S
140 Stoner Ave. SW
153 Henrietta Ave. SE
254 Elm St. N
350 Lone Ave. NW

McGregor Scattered Site units located in McGregor, MN 55760:

117 West Center Ave.
111 1st Ave.
150 Maddy St.
160 Maddy St.
110 East Center Ave.
154 Maddy St.
159 1st St.
116 East Center Ave.
172 1st St.
164 Maddy St.
163 1st St.
176 1st St.
174 1st St.

The Tenant and all members of the Tenant's family or household are parties to a written Lease with the Housing and Redevelopment Authority of Aitkin County, MN. This policy will be incorporated into a Lease Addendum that states the following additional terms, conditions and rules which are hereby incorporated into the Lease.

PURPOSE OF A SMOKE-FREE BUILDING. The parties desire to alleviate the following:

- a. The irritation and known health effects of secondhand smoke;
- b. The increased maintenance, cleaning, and redecorating costs from smoking; and
- c. The increased risk of fire damage and death from smoking.

1. **DEFINITIONS:**

a. **SMOKING:** means inhaling, exhaling, breathing, or carrying any lighted cigarette, cigar, or any other tobacco product or similar lighted product in any manner or in any form.

b. **ELECTRONIC CIGARETTE:** 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. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

2. **SMOKE-FREE BUILDING.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment in accordance with the following guideline. *Effective June 1, 2012, all residents, all employees, all guests and all new residents of all rental units owned by the Aitkin County HRA after this date will be prohibited from smoking anywhere in the building. This includes all apartment units, patios and within the designated distance from the building including entrances, exits and air intakes to the building, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. Designated distance from the building is defined as 25 feet from the edge of the building except in the case of the apartment buildings where a smoking shelter may be made available.*

3. **ELECTRONIC CIGARETTE EXEMPTION.** All residents and their guests of any of the named properties will be allowed to use an electronic cigarette *only* in the privacy of their own leased unit. All residents and all guests are prohibited from using an electronic cigarette anywhere outside of their leased dwelling unit. This

includes all common areas, hallways, laundry rooms, patios, and within the designated distance (as defined above) from the building including entrances, exits and air intakes to the building.

4. **TENANT TO PROMOTE NO-SMOKING POLICY AND TO ALERT OWNER OF VIOLATIONS.** Tenant shall inform their guests of the no-smoking policy. Further, Tenant shall notify Owner, by written statement, of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside the Tenant's apartment unit, or if the Tenant smells tobacco smoke any place within the building.
5. **OWNER TO PROMOTE NO-SMOKING POLICY.** Owner shall post no-smoking signs at entrances and exits, in common areas and in conspicuous places.
6. **EFFECT OF BREACH AND RIGHT TO TERMINATE LEASE.** A breach of this Policy and corresponding Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Policy (and corresponding addendum) shall be a material breach of the Lease and grounds for termination of the Lease by the Owner. Any deviation from the no-smoking policy by any Tenant, a member of their household or their guest will be considered a lease violation. Three (3) violations will be considered "serious or repeated violations" in conjunction with the Lease and will result in eviction.
7. **DAMAGE TO PREMISES.** If in violation of the no-smoking policy and/or Lease Addendum, the Tenant will be responsible for damages caused by smoking in the apartment or anywhere else within the building (either done by the Tenant or their guests) after the effective date. Costs associated with smoking may include, but is not limited to: Replacement of carpet and pad, replacement of vinyl flooring, damages done to countertops, painting and extra cleaning and/or any other damages.
8. **DISCLAIMER BY LANDLORD.** Tenant acknowledges that Landlord's adoption of a no-smoking policy, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

9. **ACKNOWLEDGMENT & AGREEMENT OF TENANTS.** Each Tenant family will sign the Smoke Free Lease Addendum (#2). A copy will be attached to the Tenant's lease and kept in the Tenant's file.
10. **FAILURE TO SIGN LEASE ADDENDUM.** Failure by any party of the Lease to sign the Lease Addendum will be considered a material breach of this Policy (and corresponding addendum). Such breach shall be a material breach of the Lease and grounds for termination of the Lease by the Owner.

RESIDENT CERTIFICATION

I have read and understand the above no-smoking policy and I agree to comply fully with the provisions of the policy. I understand the failure to comply may constitute reason for termination of my Lease.

Tenant Signature:_____ Tenant Signature:_____

Tenant Signature:_____ Tenant Signature:_____

Building & Unit Number:_____ Date:_____