

**Daballii Imaammata Moodeela Kiraa Manaa****Dhorkaa Sijaaraa Aarsuu***Faayidaa fi Hojiirra Oolfama*

Daballiin imaammata moodeela kiraa manaa sijaaraa aarsuun dhorkaadhaa afaan naamunaa (filamaa) imaammata dhorkaa sijaaraa aarsuu hojii irra oolchuuf fayyadu fudhatama argamsiisa. Imaammatni kun gamoowwan abbaa aangoo manneen mootummaaf, qabeenya Sanadaa (Voucher) Manneen Sanada Filannaaf Qabeenya pirojaktii irratti hundaawanii kutaa 8, Kondomiiniyamii fi manneen dhunfaa bu'aaf hin ijaaraminii fi kiraan isaanii gad aanaa ta'e hojii irra oolchuuf fayyada. Fuulli afaan kanatti maxxanfamee jiru kun haalawwan tokkoon tokkoon keessatti akkamitti akka fayyadu ibsa. Afaan imaammatni moodeelli ittiin barreeffame kan dirqamaa miti; garuu imaammatoota ibsa sijaaraa aarsuun dhorkaadhaa hojiirra oolchuuf dirqama taasisuun bu'a qabeessa ta'ee argameera. (Ulaagaawwan HUD/Manneenii fi Misooma Magaalaa beeksisaa fi sa'atii hojiirra oolfama jijjiirraa kiraa manaaf Waliin Madaallii Manneen Tarsiimoo Mana Aara-maleessaa, Kan Dhunfaa Haala qabatamaa Magaalaa irratti Hundaa'e fi Mana Faayidaa Garagaraa kaffaltiin kiraa isaa Mootummaan deggaramu Waliin Madaaluu kan <http://bit.ly/rGAIII> irratti argamu ilaalaa).

**Abbootii Aangoo Manneen Mootummaa**

Beeksisni A.L.A bara 2012 Ministeera Manneenii fi Misooma Magaalaa fi Waajjirri Manneen Mootummaa fi Hindii (madda isaa sanada **Odeeffannoo** jedhu irraa ilaalaa) bahe abbootiin aangoo manneen mootummaa hundi manneen isaanii gar-tokkee ykn hundaaf imaammata aara-maleessaa akka baasan jajjabeesseera. Beeksisni kun dabalataanis imaammatooti aara-maleessaa kanneen waliigaltii kiraa manaa jiru irratti dabalatamuu ykn daballii waliigaltee kiraa manaa taasifamuu akka danda'an ibseera.

**Qabeenyota Pirojaktii Irratti Hundaa'anii Kutaa 8**

Beeksisni A.L.A bara 2010 HUD irraa kenname qabeenyoti piroojaktii irratti hundaa'an imaammata aara-maleessaa akka baasan jajjabeesseera. Beeksisni sunis Kutaa 8 fi qabeenyota kiraa mootummaan deeggraman biraa beeksisicha keessatti tarreeffamanif (Beeksisaa bara 2010 madda **Odeeffannoowwan** irratti mull'atu keessaa ilaalaa ) daballiin imaammata aara-maleessaa jijjiirraa seerawwanii ykn imaammatoota fi adeemsota manneenii irratti akka taasifamus ni ibsa. Akkasumas beeksisichi seerawwan manaa hojiirra oolfamuu isaaniin dura

**Model No-Smoking Policy****Lease Addendum***Purpose and Application*

The model no-smoking policy lease addendum provides sample language that can be used to establish no-smoking policies for public housing authority buildings, Housing Choice Voucher properties, Section 8 project-based properties, private non-profit affordable and market-rate housing, and condominiums. This sheet explains how the attached language can be used in each setting. The language in the model policy is not mandatory but has been found to be effective in implementing and enforcing no-smoking policies. (For HUD requirements on notice and timing of implementation of lease changes, see: *Comparison of Smoke-Free Housing Policy Factors; Private Market Rate versus Publicly Subsidized Multi-Unit Housing* available at <http://bit.ly/rGAIII>).

**Public Housing Authorities**

A Notice from the Department of Housing and Urban Development's Office of Public and Indian Housing in 2012 (see link in **Resources**) encouraged all public housing authorities to adopt smoke-free policies for some or all of their buildings. This notice also clarified that smoke-free policies can be added to an existing lease agreement or by including a lease addendum.

**Section 8 Project-Based Properties**

A Notice from HUD in 2010 encouraged Section 8 project-based properties to adopt smoke-free policies. That notice clarified that for Section 8, and other subsidized rental properties listed in the Notice, (see 2010 Notice; link in **Resources**) the addition of the smoke-free policy should be made through a change to the house rules or policies and procedures. The Notice also references the notice requirements before the house rules can be implemented and states that noncompliance with the no-smoking rule or policy could result in eviction. The no-smoking



ulaagaawwan beeksisichaa akka ilaalaman hubachhisa. Seera aara-maleessaa cabsuun mana keessaa baasisiisuu akka danda’us ni kaa’a. Afaan daballii waliigaltee kiraa dhorkaa sijaaraa aarsuu seera manaa sijaaraa aarsuu dhoorku haarawa baasuuf fayyaduu danda’a.

**Gamoowwan Sanada Filannaa Manaa/Qabeenya Dhunfaa Haala Gabaa Irratti Hundaa’an/ Manneen Bu’aaf Hin Ijaaramin fi Gatiin Kiraa isaanii Baayyee Ol Ka’aa Hin Taane**

Daballiin waliigaltee kiraa manaa waliigaltee kiraa manaa jiru irratti akka daballiitti kaa’amuu danda’a ykn waliigaltee haarawa keessatti seensifamuu danda’a. Imaammati kiraa manaa aara-maleessaa sanada kophaa yoo ta’e imaammatachi keewwatoota sana daballii eerun agarsiisuu qabaata. Jiraattoti qabeenya manneen sanada filannaa manaa keessa jiran hundi kan sanadaan deggraman ta’anis, ta’uu baatanis, imaammata aara-maleessaa dabalatee seera kiraa manaa tokkoon buluu qaban.

**Hawaasota Fedhii Walfakkaatu Qaban**

Daballiin waliigaltee moodeela kiraa manaa aara-maleessaa manneen faayidaa garagaraa abbaa dhunfaa-kan qabataman imaammata aara-maleessaa hojiirraa oolchuf fayyaduu ni danda’an. Manneen abbaa qabeenyaa-qabaman irratti seerota dhorkaa hojiirra oolchuun kan danda’amuu seera ittin bulmaataa ykn dambii waldayaa isaanii jijjiirun ykn seera ykn danbii haarawa dabaluu ta’a. Afaan moodeela kanaaf faayidaarra oole haalawwan qabatamaa manneen kondoomiiniyamiif akka ta’utti, fakkeenyaaf namoota ykn manneen imaammata saniin bulan fi seerichi yoom irraa eegalee akka hijiirra oolfamu, jijjiirun fayyadamuun ni danda’ama.

**Ibsawwan Keewwata Daballii Waliigaltee Kiraa**

Fuulawwan kanaa gadii tokko tokkoo keewwata daballii waliigaltee kiraa aara-maleessaa kan ibsanii fi faayidaa isaanii kan himanidha. (Lakkoofsi keewwataa imaammata moodeela keessatti kutaa kam akka ta’e kan agarsiisanidha.)

1. Keewwatni duraa imaammatooti aara-maleessaa deggaruuf saba-biiwwan furtuu sadeen kan tarreessudha. Manicha irratti bu’aa tamboo kamiyyuu fayyadamuun kan dhorkamu yoo ta’e keewwata kana babal’isuun ni danda’ama.

lease addendum language can be used to create a new house rule restricting or prohibiting smoking.

**Housing Choice Voucher Buildings / Private Market Rate Properties / Non-Profit Affordable Housing**

The model lease addendum can be used as an addendum to an existing lease agreement, or it can be incorporated directly into a new lease. If the smoke-free policy is a separate document, the lease should incorporate the provisions by referencing the addendum. All residents in Housing Choice Voucher properties, whether voucher supported or not, should be subject to the same lease language, including the no-smoking policy.

**Common Interest Communities**

The model no-smoking lease addendum can be used to implement smoke-free policies for owner-occupied multi-unit properties. Policies imposing use restrictions on owner-occupied units can be implemented through a change in the association declaration or the by-laws, or by the addition of a new rule or regulation. The language provided in this model addendum can be modified to fit the particular circumstances of a condominium complex, such as language to address the extent of the policy and enforcement procedures.

**Lease Addendum Provision Explanations**

The next couple of pages clarify each provision of the no-smoking policy lease addendum with brief explanations of the purpose of each. (The paragraph number corresponds to the provision sections in the model policy.)

1. The first provision lists the three key reasons for supporting no-smoking policies. This provision can be expanded if additional restrictions are placed on the use of any tobacco products on the property.



2. Kutaan ibsaa/hiikaa (definitions) jiraattoti akka imaammatachaan bu-lanitti, bulchiistotnii fi hojjettootni aka hojii irra oolchanitti ni gar-gaara. Ibsi sijaaraa aarsuu ibsa “sijaaraa aarsuu” seera mootummaa keessa jiruun akka walsimutti jijjiiramuu danda’a; haa ta’uu malee ibsi kun kan seera mootummaa keessa jiruu olitti bal’ifamuu danda’a. Kutaan kun dabalataanis hogganaan manaa isaan kanas dhoorkuu yoo barbaade akka itti fayyadamuuf ibsa filannaa ‘sijaaraa elektironiksii’ ni dabalata.
3. Keewwatni sadaffaa kan gamoo sijaaraa aarsuun dhorkaa ibsu hanga hojii irra oolmaa imaammatacha gara lamaan ibsa: 1) dhorkaawwan imaammatacha keessa jiran eenyu akka ilaalan ibsa; fi 2) bakkeewwan manichaa sijaaraa aarsuun itti dhorkame ibsa. Kutaan kun yaada hoggantootaa irratti hundaa’un geddaramu danda’a.
4. Keewwatni afraffaan ittigaafatamummaa mana aara-maleessa jiraattotaa irratti akka itti fufu kan kaa’udha. Daballii waliigaltee kana mallatteessuun jiraattoti namni seera kana cabsu yoo jiraate bulchiinsaaf gabaasuuf waliigalan.
5. Keewwatni kun seericha hojii irra oolchuuf jecha abbaan manaa ykn bulchaan beeksisa bakka sijaaraa itti aarsuun dhorkame beeksisa bakka mul’atutti akka maxxansu kan dirqisiisudha.
6. Keewwatni jahaffaan jiraattoti jiraataa biroo seera dhorkaa sijaaraa aarsu cabse seeraan akka himatan kan dandeessisudha. Jiraataan sijaaraa hin aarsine inni sijaaraa aarsu aarri isaa gara jiraattota biraa akka hingeenye taasisuuf manni murtii tarkaanfii akka fudhatutti gaafachuu ni danda’a.
7. Keewwatni kun seera dhorkaa sijaaraa cabsuun seera waliigaltee kiraa cabsuu akka ta’e fi manicha keessaa baasisiisuu akka danda’u kan ibsudha. Abbaan manaa adeemsa dirqisiisuu dhawwaata dhawwaatan hojiirraa oolchuu yoo fedhe - fakkeenyaaf dura akeek-kachiisa barreeffamaa yeroo adda addaa, itti aansee adaba maallaqaa fi sana booda manaa baasuu - bakki tarkaanfilee hojii irra oolchuu itti galmeeffamuu qaban kana.
8. Keewwatni kun ana hin ilaalu hoggantoota ykn abbootii manaa gaaffii iddoo aaraa sijaaraa irraa bilisa ta’e hinuumne jadhu jalaa isaan baasuf ta’udha. Jechi kun ana hin ilaalu kun walumaagalatti kan fayyadu jiraataan sijaaraa hin aarsine tokko mana aara-maleessa jadhamee beeksifame tokko erga kireeffate booda aara sijaaraan miidhamee yoo argame fi bulchiinsi manichaa seerri dhorkaa aarsuu cabsamuu isaa kan hin beekin yoo ta’anidha.

2. The definitions section defines key terms used in the policy to assist residents with compliance and management and staff with enforcement. The definition for smoking can be modified to align with a “smoking” definition in a state statute, but the definition can be more expansive than that in state law. This section also includes an optional definition for “electronic cigarettes” if the property manager wants to restrict their use.
3. The third provision describing the no-smoking complex describes the coverage of the policy in two ways: 1) it explains who is subject to the restrictions contained in the policy; and 2) it describes the areas of the property where smoking is prohibited or restricted. This section can be customized for each property according to management’s intentions.
4. The fourth provision puts some of the responsibility for maintaining a smoke-free property on to the residents. By signing the addendum the residents agree to notify management of smoking violations.
5. This provision requires the property owner or manager to post signage on the property indicating where smoking is prohibited to assist with enforcement.
6. The sixth provision allows residents to bring a legal action directly against another resident who is violating the policy. The non-smoking resident can seek a court order requiring the smoker to take some action to stop the smoke from traveling between units.
7. This provision clarifies that a violation of the no-smoking policy is a violation of the lease and could result in eviction. If a property owner decides to have a graduated enforcement procedure—for example a couple written warnings followed by fines and then eviction—this is where the enforcement steps should be documented.
8. The disclaimer provision provides managers or landlords some protection from claims that they did not ensure a smoke-free environment. This disclaimer will generally be used in situations where a non-smoking resident is injured from exposure after renting in a building advertised as smoke-free, and management was not aware of the violation.



9. Keewwatni inni dhumaa manni kireeffamu kan sijaaraa aarsuun itti hayyamamne irraa gara kan itti dhorkameetti kan dabarfamu yoo ta'e fi waliigalteen kiraa garuu yeroo adda addaatti kan dhumu yoo ta'e akka afaan filannaatti kan fayyadudha. Keewwatni kun hamma jiraataan sijaaraa aarsu manicha gallakkisu ykn waliigalteen kiraa isaa haaromfamutti akka 'obsu' yeroof kan fayyadudha. Haa ta'u malee jiraattoti sijaaraa aarsanis ta'e hin aarsine hundi isaanii seera aarsuu dhorkaa haarawaan buluuf kan waliigalan yoo ta'e yeroon 'obsaa' hin barbaachisu.

**Maddawwan:**

Office of Public and Indian Housing, 2012 Notice on smoke-free policies for public housing:

<http://portal.hud.gov/huddoc/pih2012-25.pdf>

Department of Housing and Urban Development 2010 Notice on smoke-free policies for Section 8 and other subsidized properties:

<http://portal.hud.gov/hudportal/documents/huddoc?id=10-21hsgn.pdf>

Comparison of Smoke-Free Housing Policy Factors; Private Market Rate versus Publicly Subsidized Multi-Unit Housing:

<http://bit.ly/rGAIll>

9. The last provision is optional language that can be used if the property is transitioning from smoking permitted to no-smoking, but resident leases will expire at different times. This provision allows for temporary "grandfathering" until the smoking resident moves or renews the lease. If all residents, smokers and nonsmokers, agree to the new no-smoking lease language, then "grandfathering" is not required.

**Resources:**

Office of Public and Indian Housing, 2012 Notice on smoke-free policies for public housing:

<http://portal.hud.gov/huddoc/pih2012-25.pdf>

Department of Housing and Urban Development 2010 Notice on smoke-free policies for Section 8 and other subsidized properties:

<http://portal.hud.gov/hudportal/documents/huddoc?id=10-21hsgn.pdf>

Comparison of Smoke-Free Housing Policy Factors; Private Market Rate versus Publicly Subsidized Multi-Unit Housing:

<http://bit.ly/rGAIll>



**Daballii Moodeela Imaammata Kiraa Manaa**

**Dhorkaa Sijaaraa Aarsuu**

*[Yaadoti italikii dhaan barreeffama addaan agarsiifamaniiru.]*

Kireeffataa fi maatiin kireeffataa hundi waliigalteen barreeffamaan abbaa manaa waliin taasifamu isaan ilaala. Daballiin waliigaltee kiraa manaa kun jechoota, haalawwan fi seerota kanaa gadii waliigaltee kiraa irratti dabalaman of keessaa kan qabudha. Daballii waliigaltee kana cabsoon garee hundaaf mirgoota daballii kana keessatti kaa’aman akkasumas waliigaltee kiraa duraanii keessa jiran kan argamsiisu ta’a.

**1. Faayidaa Imaammata Dhorkaa Sijaaraa Aarsuu.** Waliigalooti wantooti waliigaltee kanaan hambisuu barbaadan (i) bukkuboota aaraa sijaaraan dhufan kan beekkaman, (ii) dabalata baasii suphaa, qulqulleesuu fi bareechuu sababii aara sijaaraan gahu, fi (iii) dabalata balaa ibiddaa sijaarraa aarsun gahu

**2. Ibsawwan:**

**Sijaaraa aarsuu.** Jachi ‘sijaaraa aarsuu/xuuxuu’ jedhu sijaaraa ibiddaan qabate, piippaa ibidda qabu ykn bu’aa tamboo ibidda qabu kamiyyuun fayyadamuu ykn of harkaa qabaachuu jachuudha. Akkasumas sijaaraa aarsun sijaaraa elektironiksiin fayyadamuu ta’u danda’a. *[Hafuu danda’a] Sijaaraa aarsuun sijaaraa elektironiksii iitti fayyadamu dabalata.*

*[Hafuu danda’a]* **Sijaaraa Elektirooniksii.** Sijaaraa elektironiksii jachuun meeshaa elektroniksii aara dhangala’aa niikootinii baasu ykn wantoota biraa sijaaraa fakkaatan namooti itti fayyadamanidha. Jechi kun meeshaawwan akkasii kan hoomishamanis ta’e sijaaraa e-, sigaars e-, ujummolee –ee (-pipes) jadhamanii waamaman hunda kan of keessaa qabu dha.

**3. Gamoo Sijaaran Itti hin-aarfamne.** Kireeffataan manaa bakki kireeffate fi isaa fi maatiin isaa keessa jiraatan bakka jireenyaa sijaaraan itti hin arfamne akka ta’e waliigala. Kireeffataa fi maatiin isaa hundi mana kireeffatan keessatti, naannoo mana kireeffataniitti, lafa mooraa gamoo kireeffataniitti, bakkeewwan waliin itti fayyadamanitti sijaaraa aarsuu hin danda’an; akkasumas keessummooti kireeffataa bira dhufan kanneen to’annaa kireeffataa jala jiran aarsuu hindanda’an. *[Kutaa kana gamoo keessa bakkeewwan aarsuun dhoorkaa itti ta’e ibsuun foyyessun ni danda’ama. Bakkeewwan sijaaraa aarsun itti danda’aman kan jiraatan yoo ta’e asitti ibsamuu qaban]*

**Model No-Smoking Policy**

**Lease Addendum**

*[Comments are indicated with italics.]*

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord. This lease addendum states the following terms, conditions and rules which are hereby incorporated into the lease. A breach of this lease addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

**1. Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking.

**2. Definitions:**

**Smoking.** The term “smoking” means the use or possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product. *[Optional] Smoking also includes use of an electronic cigarette.*

*[Optional]* **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.

**3. No-Smoking Complex.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a no-smoking living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant'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 Tenant permit any guests or visitors under the control of Tenant to do so. *[This section can be modified to indicate those areas in the complex where smoking is prohibited. If designated smoking areas are provided, they should be described here.]*





**4. Kireeffataan Imaammata Dhorkaa Sijaaraa Aarsuu Deeggaru Qaba Nama; seerichi cabsuus Abbaa Manaaf Himu Qabaata.** Kireeffataan manaa keessummoota isa bira dhufanitti seerii sijaaraa aarsuu dhorku akka jiru beeksisu qaba. Akkasumas kireeffataan aarri sijaaraa madda ykn mana biraa irraa gara mana isaa yoo seene yoonuma sana barreeffamaan abbaa manaaf beeksisuu qabaata.

**5. Abbaan Manaa Imaammata Dhorkaa Sijaaraa Aarsuu Deggaruu Qabaata.** Abbaan manaa karra gamoo irratti, bakka itti bahan, bakka waliinii, kooridarota fi lafarra bakkeewwan mul'atanitti beeksisu sijaaraa aarsuun dhorkaa akka ta'e ibsu maxxansuu qabaata. *[Bakkeewwan beeksisni itti maxxanfamu irratti kan hundaa'u ta'a.]*

**6. Kireeffattooti Biroo Garee Sadaffaa Fayyadamtoota Waliigaltee Kireeffataa ti.** Kireeffatan manichaa kireeffattooti biroo fayyadamtoota garee sadaffaaa kiraa aara-maleessaa inni abbaa manaa waliin taasisu akka ta'an waliigala. *(Kana jechuun dirqamni kireeffataan waliigaltee kiraa dabalataa kanaan seenu dirqama kireeffattoota biraa fi kan abbaa manichaa ti jechuudha.)* Kireeffataan tokko waliigaltee dabalataa kana irratti hundaa'un isa biraa irratti himannaa seeraa dhiheessuu danda'a; haa ta'u malee kireeffataan tokko isa biraa manicha keessaa baasuu hin danda'u. Himannaan seeraa waliigaltee dhorkaa sijaaraa aarsuu kana irratti hudaa'ee kireeffataan tokko kan biraa irratti dhiheessu akka abbaan manaa seericha cabse godhamee fudhatamuu hin qabaatu.

**7. Bu'aa Seericha Cabsuun Geessisu fi Mirga Waliigaltee Kiraa Addaan Kutuu:** Daballii waliigaltee kiraa kana cabsuun garee hundaa' mirgoota waliigaltee kana keessatti kaa'aman akkasumas kanneen waliigaltee kiraa duraanii keessatti kaa'aman argamsiisa. Seera dabalataa kiraa kana cabsuun waliigaltee kiraa cabsuu waan ta'uuf abbaan manaa manicha keessaa ari'u dabalatee tarkaanfii fudhachuuf sababii ga'aa ta'a. Dirqama kiraa manaa sijaaraa aarsuu dhorku dhiisuu kan danda'amu barreeffama qofaani. *[Sadarkaawwan hojiirra oolfama seerichaa kutaa kana keessatti ibsamuu qaban. Sadarkaawwan akeekkachiisa afaanii, itti aanees akeekkachiisa barreeffamaa fi/ykn adaba maallaqaa sana boodas namichi sirraa'u yoo baate manicha keessaa baasuu ta'uu danda'an.]*

**8. Jechi kun ana Hin Ilaaluu Abbaa Mana Ka'u.** Abbaan manaa seera dhorkaa sijaaraa aarsuu baasuu fi gamoo kireessu akka aara-maleessaatti kaa'uf tattaaffi godhuun isaa haala kamiin iyyuu sadarkaa kunuunsaa abbaan manichaa ykn bakka bu'aan isaa manichi

**4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside the Tenant's apartment unit.

**5. Landlord to Promote No-Smoking Policy.** Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places on the grounds of the apartment complex. *[Where signs are posted will depend on extent of no-smoking policy.]*

**6. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement.** Tenant agrees that the other Tenants at the complex are third-party beneficiaries of Tenant's no-smoking lease addendum with Landlord. *(In layman's terms, this means that Tenant's commitments in this lease addendum are made to the other Tenants as well as to Landlord.)* A Tenant may bring legal action against another Tenant related to the no-smoking lease addendum, but a Tenant does not have the right to evict another Tenant. Any legal action between Tenants related to this no-smoking lease addendum shall not create a presumption that the Landlord breached this no-smoking lease addendum.

**7. Effect of Breach and Right to Terminate Lease.** 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, by the Landlord. A waiver of the lease requirement of no-smoking can only be made in writing. *[The enforcement steps should be specified in this section. The steps could start with a verbal warning, followed by written warning(s) and/or fines, leading to eviction for continued noncompliance.]*

**8. Disclaimer by Landlord.** Tenant acknowledges that Landlord's adoption of a no-smoking policy and the efforts to designate the rental complex as no-smoking do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to



kireeffattootaaf daran mijaa’aa fi kan qilleensa qulqulluu qabu fi manneen biroo caala mijaa’a ta’e taasisuuf qabaatu kan hin hambisne akka ta’u kireeffataan hubachuu qabaata. Abbaan manaa gamoon, bakkeewwan waliinii ykn manni kireeffataa qulqullina qilleensaa ol aanaa ykn kan bakka gara biraa caalu ni qabaata jedhee wabii/waaraantii akki hin kennin ifaan kaa’u qabaata. Abbaan manichaa manneen kireesse ykn bakkeewwan waliinii aaraa sijaaraa irraa sirumaahuu bilisa ni ta’an jedhee waada hin galu; galuus hin danda’u. Dandeettiin abbaan manaa seera dhorkaa sijaaraa aarsuu kana hoji irraa oolchuuf qabu fedhii kireeffataa fi keessummooti isa bira dhufan seericha kabajuuf qaban irratti kan hundaa’u akka ta’u ni hubata. Abbaan manichaa seerichi dhorkaa sijaaraa aarsuu akka kabajamu waan dand’u hunda ni godha. Abbaan manaa sijaaraa yoo aarfamuu isaa beeke ykn aarfamuun isaa barreeffaman ibsameef malee tarkaanfiin fudhatu hin jiraatu. Kireeffattooti dhukkuba qaama hafuura baafannaa, alarjii ykn dhukkuba qaamaa ykn sammuu aaraan walqabate qaban abbaan manichaa isaaniif jecha seericha kabajsiisuuf waan abbootiin manaa biraa dirqama waliigaltee kiraan gochuun irra jiraatu ol godhu akka hin jiraanne ibsamuufi qabaatu.

\_\_\_\_\_  
ABBAA MANAA

\_\_\_\_\_  
KIREEFFATAA

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

*[Keewwata filmaataa jiraattota sijaaraa aarsan yaroof ‘obsamuu’ qabaatan.]*

**9. Dhiibbaa Kireeffattoota Ammaa Irratti Qabaatu.** Kireeffattooti haala waliigaltee kiraa duraaniin manicha keessa jiraachaa jiran imaammata dhorkaa sijaaraa aarsuu yoonuma san isaan irratti seera akka hin taane kireeffattooti haarawni hubachuu qabaatan. Kireeffattooti amma jiran ennaa manicha gadhiisan ykn waliigalteen kiraa isaanii haaromfamu imaammata dhorkaa sijaaraa aarsuu isaan irratti ykn manicha irratti hojiirraa oolfama jachuudha.

render buildings and premises designated as no-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this lease addendum is dependent in significant part on voluntary compliance by Tenant and Tenant’s guests. Landlord shall take reasonable steps to enforce the no-smoking policy. 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. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this lease addendum than any other landlord obligation under the Lease.

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

*[Optional Paragraph for temporarily “grandfathering” current residents who smoke.]*

**9. Effect on Current Tenants.** Tenant acknowledges that current tenants residing in the complex under a prior lease will not be immediately subject to the no-smoking Policy. As current tenants move out, or enter into new leases, the no-smoking policy will become effective for their unit or under the new lease.



**Maddawwan:**

Live Smoke Free; Association for Nonsmokers – Minnesota:  
<http://www.mnsmokefreehousing.org/>

Smoke Free Environments Law Project  
<http://www.tcsg.org/sfelp/home.htm>

Public Health Law Center – Housing  
<http://www.publichealthlawcenter.org/topics/tobacco-control/smoking-regulation/housing>

Sample Temporary “Grandfathering” Form:  
<http://bit.ly/uTo7Bw>

**Resources:**

Live Smoke Free; Association for Nonsmokers – Minnesota:  
<http://www.mnsmokefreehousing.org/>

Smoke Free Environments Law Project  
<http://www.tcsg.org/sfelp/home.htm>

Public Health Law Center – Housing  
<http://www.publichealthlawcenter.org/topics/tobacco-control/smoking-regulation/housing>

Sample Temporary “Grandfathering” Form:  
<http://bit.ly/uTo7Bw>

Attorney Douglas J. Carney, prepared the initial version of this Model Lease Addendum. He received ongoing advice, consultation, and recommendations from a legal advisory committee that included attorneys who regularly advise property owners and managers, who serve as tenant attorneys and advocates, or who advise public housing agencies. Representatives from Center for Energy and Environment and the Association for Nonsmokers-Minnesota were also on the committee. The development of the lease addendum was supported by a grant from ClearWay Minnesota<sup>SM</sup>. The modification about where smoking is allowed (Section 3) was included by Initiative for Smoke-Free Apartments. The addition of language addressing electronic cigarettes was added by Warren Ortland of the Public Health Law Center.





### Unkaa Dhorkaa Sijaaraa Aarsuu Irraa Bilisa Ta’uu kan Yaroodhaa

Maqaa Jiraataa: \_\_\_\_\_

Lakk. Appaartimantii: \_\_\_\_\_

Jiraataan yaroodhaa an inni ammaa [maqaa gamoo] kanan sijaaraa aarsu yaroodhaaf imaammata dhorkaa sijaaraa aarsuu gaafa [guyyaa itti bahe] bahe irraa gamoo [maqaa gamoo] tti bilisa akkan taasifamun gaafadha. Bilisummaan kun anaaf malee keessummoota na bira dhufaniif akka hin taane nan hubadha. Kana malees bilisummaan kun kan na hayyamsiisu akkan appaartimantii koo qofa keessatti ykn sanaa ala bakka sijaaraa aarsuf hayyamame yoo jiraate achi qofatti akkan aarsu ta’u isaas nan beeka.

Akkasumas gamoo keessatti appaartimantii biraa yoon jijjiire ykn jiraattummaa [maqaa gamoo] kiyya dhiisee demee booda akka haaraawatti yoon debi’e bilisummaan argadhe akka hin hojjenne nan hubadha.

Dabalataan bilisummaan kun kan yaroo naaf kenname fi ennaa waliigalteen kiraa koo haaromfamu akka hafu fi yaroo sanas immaammata dhorkaa sijaaraa aarsuu gaafa [guyyaa itti bahe] bahe jalatti akkan bulu nan beeka.

Mallattoo Jiraataa: \_\_\_\_\_

Guyyaa: \_\_\_\_\_

Mallattoo Bulchaa Manaa: \_\_\_\_\_

Guyyaa: \_\_\_\_\_

### TEMPORARY SMOKING EXEMPTION FORM

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

Apartment Number: \_\_\_\_\_

As a current resident of [name of building] and a smoker, I am requesting a temporary exemption from the [name of building] smoke-free policy adopted on [date of adoption]. I understand that my exemption will only apply to me and not to my guests. I also realize that my exemption will only allow me to smoke in my own apartment or in designated smoking areas outside the building, if any.

Further, I understand that should I move to another apartment in the building, or should I leave [name of building] as a resident and then return as a new resident at a later time, my exemption will be permanently lost.

Further, I understand that this exemption is temporary and will expire on the date of my lease renewal, at which time I will be required to adhere to the smoke-free policy adopted on [date of adoption].

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

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

Housing Management Signature: \_\_\_\_\_

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