



SMOKE FREE HOUSING ADDENDUM

Additional Terms to the Residential Tenancy Agreement

This Addendum forms part of the Residential Tenancy Agreement made this day between the landlord (British Columbia Housing Management Commission), and the tenant. These terms are material and fundamental to the Residential Tenancy Agreement. Failure to comply with these terms entitles the landlord to end the Residential Tenancy Agreement. The tenant acknowledges receiving a copy of this Addendum.

Terms in this Addendum have the same meaning as in the Residential Tenancy Agreement.

Due to the increased risk of fire from smoking, increased maintenance and cleaning costs from smoking, and the known health effects of second hand smoke, the landlord has designated the residential property as Smoke Free Housing. All **new** tenants are prohibited from smoking in their rental units, and on/in the residential property.

1. I/We, the tenants, undertake and agree as follows:

a. **“Smoke Free Housing”** means:

1. the rental unit and the residential property have been designated as a Smoke Free living environment; and
2. the tenant, occupants, guests, and invitees of the tenant or occupants shall not smoke or vape anywhere in the rental unit, including the balcony or patio, or on/in the residential property, including the common areas such as the stairwells, patios, gardens, courtyards, playgrounds, walkways.

b. **“Smoke Free”** means:

1. the tenant, occupant, guests or invitees will not vape or inhale or exhale smoke from a lit cigarette, cigar, pipe, or other equipment that burns tobacco or other combustible substance or any product in any manner or in any form; and
2. the tenant, occupants, guests or invitees will not carry a lit cigarette, cigar, pipe, or other equipment that burns tobacco or other combustible substance or any product in any manner or in any form.

2. **Landlord Not a Guarantor of Smoke-Free Environment.** The tenant acknowledges that landlord’s adoption of a Smoke Free living environment, and the effects to designate the residential property 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 residential property. The landlord specifically disclaims any implied or expressed warranties that the residential property will have any higher or improved air quality standards than any other rental property. The landlord cannot and does not warrant or promise that the residential property or the rental unit will be free of secondhand smoke.

SAMPLE DOCUMENT

I/We hereby acknowledge that I/we have read and understand this Smoke Free Housing Addendum, and I/we agree to comply with it fully. I/We understand that failure to comply with this Smoke Free Housing Addendum constitutes a breach of a material term of my/our tenancy agreement and may be cause for ending my/our tenancy.

In case of conflict between the provisions of this Addendum and any other provisions of the Residential Tenancy Agreement, the provisions of this Addendum shall govern.

SAMPLE TENANT

TODAY'S DATE

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Landlord Or Authorized Agent Signature

Date

101 – 1000 SAMPLE Street, Sample City, BC V9Z 9Z9

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Property Address

Property Ref. #