

**Qaabka Siyaasadda Maya Sigaar Cabis ee
Heshiiska Wax lagu Daray**
Qasdiga iyo Isticmaalka

Qaabka siyaasadda maya sigaar cabis ee heshiiska wax lagu daray wuxuu bixiyaa luuqad muunad ah taasoo loo isticmaali karo in lagu abuurdo siyaasado maya sigaar cabis ah ee maamulka dhismayaasha guryeynta dadwaynaha, Guryaha Doorashada Foojarka Guryeynta, mashruuca guryaha Qaybta 8, guryeynta gaarka aan macaashdoonka ahayn ee la awoodi karo iyo sicirka suuqa, iyo dhismayaasha waawayn. Xaashidani waxay sharxaysaa sida luuqadda ku lifaaqan loo isticmaali karo dhisme kasta. Luuqadda siyaasadda qaabku ma aha khasab laakiin waxa la ogaaday inay waxtar leedahay fulinta iyo meelmarinta siyaasadaha maya sigaar cabis. (Shuruudaha HUD ee ogaysiiska iyo wakhtiyeynta fulinta isbeddelada heshiiska, eeg: *Isbarbardhigga Arrimaha Siyaasadda Guryeynta Bidaar ka Xor ah; Sicirka Suuqa Gaarka ah laga horkeenay Guryeynta Bidaar ee Dawladdu Badhitaartay oo laga heli karo <http://bit.ly/rGAIll>).*

Maamulada Guryeynta Dadwaynaha

Ogaysiis ka yimid Xafiiska Waaxda Guryeynta iyo Horumarinta Magaalooyinka ee Guryeynta Dadwaynaha Hindida 2012 (eeg ku xidhan **Khayraadka**) wuxuu ku dhiirigaliyey dhammaan maamulada guryeynta dadwaynaha inay la qabsadaan siyaasadaha sigaar ka xor ah qaar ama dhammaan dhismayaashooda oo dhan. Ogaysiiskani sidoo kale wuxuu caddeeyey in siyaasadaha sigaar ka xor ah lagu dari karo heshiisyada jira ama iyadoo lagu darayo heshiis wax lagu daray.

Mashaariicda Guryaha Qaybta 8

Ogaysiiska ka yimid HUD 2010 wuxuu dhiirigaliyey mashruuca guryaha Qaybta 8 inay la qabsadaan siyaasadaha sigaar ka xor ah. Ogaysiisku wuxuu caddeeyey in Qaybta 8, iyo guryaha kirada la badhitaaray ee kale ee ku taxan Ogaysiiska, (eeg Ogaysiis 2010; ku xidhan **Khayraad**) ku darista siyaasadda sigaar ka xor ah waa inay ku samaysaa isbeddel gabi ahaana xukunada ama siyaasadaha iyo dariiqooyinka guriga. Ogaysiisku sidoo kale wuxuu tixraacayaa shuruudaha ogaysiiska kahor xukunada guriga intaan la fulin Karin waxaanu sheegayaa in raacis la'aanta xukunada ama siyaasadda maya sigaar cabis ay keeni karto guri ka saaris. Luuqadda heshiiska wax lagu daray ee maya sigaar cabis waxa loo isticmaali karaa in lagu abuurdo xukun guri cusub oo xaddidaya ama mamnuucaya sigaar cabista.

**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/rGAIll>).

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

**Dhismayaasha Foojarka Doorashada Guryenta/Guryaha Sicirka Suuqa Gaarka ah/Guryeyn La Awoodi Karo Oon Macaashdoon Ahayn**

Qaabka heshiiska wax lagu daray waxa loo isticmaali karaa sidii wax lagu daray heshiis hore u jiray, ama waxa si toos ah loogu dari karaa heshiis cusub. Haddii siyaasadda sigaar cabis ka xor ahi ay tahay dokumenti gaar ah, heshiiska waa inay kujiraan shuruudaha iyagoo tixraacaya wax ku kordhinta. Dhammaan deggenyaasha kujira Guryaha Doorashada Foojarka Guryeynta, ha la taageero ama yaan la taageerin foojarka eh, waa inay isku luuqad heshiis yihiin, oo ay kujirto siyaasadda maya sigaar cabis.

Bulshooyinka Danaha Guud

Qaabka heshiiska lagu kordhiyey maya sigaar cabis ayaa la isticmaali karaa in lagu fuliyo siyaasado sigaar cabis ka xor ah ee mulkiile deggen dhismayaal guryo badan ka kooban. Siyaasadaha ku soo rogaya xaddidaado isticmaal guryaha mulkiiluhu deggen yahay waxa lagu fulin karaa isbeddel lagu sameeyo bayaanka ururka ama sharci hoosaadyada, ama soo kordhinta xukun ama xeer cusub. Haddalka lagu bixiyey wax ku darkan waa la beddeli karaa si loo leekaysiiyo duruufaha gaarka ah dhismaha wayn, sida hadalka si loo sheego ilaa xadka dariiqooyinka siyaasadda iyo meelmarinta.

Sharraxaadaha Shuruudda Wax Ku Dara Heshiiska

Labada bog ee xigaa waxay caddaynayaan shuruud kasta eek u darista heshiiska siyaasadda maya sigaar cabis oo leh sharraxaad kooban ee qasdiga mid kasta. (Lambarka baaragaraafku wuxuu u dhigmaa qaybaha shuruudda ee siyaasadda.)

1. Shuruudda u horraysaa waxay taxaysaa saddexda asbaabood ee muhiimka ee taageeridda siyaasadaha maya sigaar cabis. Shuruuddan waa la fidin karaa haddii xaddidis dheeraad ah lagu soo rogayo isticmaalka wax soosaarka buuriga ee guriga.
2. Qaybta qeexdimuhu waxay qeexdaa tibaaxo muhiima oo kujira siyaasadda si ay uga kaalmeeyaan deggenyaasha raacista maamulkaiyo shaqaalaha fulinta. Qeexdinta sigaar cabista waa la beddeli karaa si ay u xoojiso qeexdinta “sigaar cabis” sharciga gobolka, laakiin qeexdintu way kasii ballaadnaan kartaa marka la barbardhigo taa sharciga gobolka. Qaybtani sidoo kale waxa kujira qeexdin ikhtiyaar ah ee “sigaarka elektarooniga ah” haddii maamulaha gurigu rabo inuu xaddido isticmaalkooda.

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. 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.



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| <p>3. Shuruudda saddexaad ee sharxaysa dhismaha maya sigaar cabis waxay u sharraxdaa daboolka siyaasadda laba qaab: 1) waxay sharxaxdaa ayey qabanaysaa xaddidaadaha kujira siyaasaddu; iyo 2) meesha guriga ah ee sigaarku xaaraan ka yahay ama xaddidan yahay. Qaybtan waa la beddeli karaa guri kasta iyadoo la eegayo katalogalka maamulka.</p> <p>4. Shardiga afraad wuxuu saarayaa qaar kamida masuuliyadaha joogtaynta sigaar cabis ka xor ah ee guriga deggeneyaasha. Iyadoo saxeexaya wax ku darka deggeneyaashu waxay oggolaanayaan inay ogaysiinayaan maamulka ku xadgudubka sigaar cabista.</p> <p>5. Shardigani wuxuu ka rabaa mulkiilaha ama maamulaha guriga inuu ku dhejiyo tilmaamo guriga tusinayaa halka sigaar cabista laga mamnuucay si uu u xoojiyo fulinta.</p> <p>6. Shardiga lixaad wuxuu u saamaxayaa deggeneyaasha inay tallaabo sharci ah ka qaadan deggene kale oo ku xadgudbay siyaasadda. Deggenaha sigaarku ka mamnuuca yahay wuxuu raadin karaa amar maxkamadeed oo farta sigaar cabaha inuu qaado tallaabooyin si uu u joojiyo qiiqa dhex socda guryaha dhexdooda.</p> <p>7. Shardigani wuxuu caddaynayaa in ku xadgudubka siyaasadda maya sigaar cabis ay tahay jabinta heshiiska keeni karo guri ka saaris. Haddii mulkiilaha gurigu go'aansado in wax laga beddelo dariiqada fulinta – tusaale laba digniinood oo qoraal ah waxa raacaya ganaax dabadeedna guri ka saaris – tani waa halka tallaabooyinka fulinta la dokument garayn karo.</p> <p>8. Shardiga inkiriddu wuxuu siiyaa maamulaha ama mulkiilaha inuu ka badbaado dacwadaha qaar taasoo ah inay xaqiijin Karin bey'ad sigaar ka madaxbannaan. Inkiriddan waxa inta badan la isticmaali doonaa xaaladaha halkaasoo deggene aan sigaarka cabbini uu ku dhaawacmo sigaarka kadib markuu kiraystay dhisme lagu xayeysiyey inuu sigaar ka xor yahay, maamulkuna aanu ka warqabin jabinta heshiiska.</p> <p>9. Shardiga u dambeeyaa waa hadal ikhtiyaar ah kaasoo loo isticmaali karo haddii gurigu ka gudbayo xaalad sigaarka la oggol yahay una gudbayo xaalad sigaarka aan la oggolayn, laakiin heshiiska deggenuhu uu dhammaan doono wakhtiyo kala duwan. Shardigani wuxuu si kumeel gaadh ah u oggolaanayaa “sharci hore” ilaa deggenaha sigaarka cabaa guuro ama cusboonaysiiyo heshiiska. Haddii deggeneyaasha oo dhami, kuwa sigaarka caba iyo kuwa aan cabinba, isku raacaan heshiiska maya sigaar cabis ee cusub, markaa “sharcigii hore” looma baahna.</p> | <p>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.</p> <p>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.</p> <p>5. This provision requires the property owner or manager to post signage on the property indicating where smoking is prohibited to assist with enforcement.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
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Khayraadka:

Ogaysiiska Xafiiska Guryeynta Dadwaynaha iyo Hindida, 2012 ee kusaabsan siyaasadaha maya sigaar cabis ee guryeynta dadwaynaha:

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

Ogaysiiska Waaxda Guryeynta iyo Horumarinta Magaalooyinka 2010 ee kusaabsan siyaasadaha sigaar cabis ka xor ah ee Qaybta 8 iyo guryaha kale ee la badhitaaro:

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

Isbarbardhigga Arrimaha Siyaasadda Guryeyn Sigaar Ka Xor ah; Sicirka Suuqa Gaarka ah laga horkeenay Guryeynta Guryaha Badan ee Dadwaynaha ee la Badhitaaray:

<http://bit.ly/rGAIII>

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/rGAIII>

Qaabka Siyaasadda Sigaar Cabista aan la Oggolayn

Wax ku Darista Heshiiska Kirada

[Faallooyinka waxa lagu bixiyey farta jiif-jiifta.]

Kiraystaha iyo dhammaan xubnaha qoyska kiraystaha ama qoyska waxay qayb ka yihiim heshiis qoran oo lala galayo Mulkiilaha. Heshiiskan wax lagu darayo wuxuu sheegayaa shuruudahan, xaaladahan iyo xukundan soo socda kuwaasoo kujira heshiiska. Jabin heshiiskan wax lagu daray waxay siin koox kasta dhammaan xuquuqaha kujira, iyo sidoo kale xuquuqaha heshiiska kujira.

1. Qasdiga Siyaasad Sigaar Cabista lama Oggola. Kooxuhu waxay jecel yihiin inay fududeeyaan (i) cadhada waxayna ogyihiin saamaynta sigaar cabista gacanta labaad; (ii) korodhka kharashka dayactirka, nadiifinta, iyo dib u qurxinta sigaarku keenay; iyo (iii) khatarta sarraysa ee dab ka dhasha sigaar cabista.

2. Qeexdim:

Tibaaxda “sigaar cabist” waxay ka dhigan tahay isticmaalka ama haysashada sigaar shidan, saakarro shidan, baayb shidan, ama wax kale oo kasta oo buuri ah. *(Ikhtiyaari) Sigaar cabista waxa sidoo kale kujirta isticmaalka sigaarka elektarooniga ah.*

[Ikhtiyaari) Sigaarka Elektarooniga ah. Tibaaxda “sigaarka elektarooniga” waxay ka dhigan tahay aalad kasta oo elektarooniya taasoo siisa uumiga dareere nigotiin ah iyo/ama walxo kale isticmaalaha marka ay dareensiinayso inuu sigaar cabayo. Tibaaxda waa inay kujiraan aaladaha noocan ah ha la washradeeyo ama ha loo tixraaco sigaar ahaane, saakarrada-e (e-cigars), baayb-e (e-pipes) ama kujira magaca wax soosaar kasta.

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. Dhismaha Aan Sigaar lagu Cabi Karin. Kiraystuhu wuxuu oggolaaday oo uu qirayaa in dhismayaasha ay deggen yihiin Kiraystaha ama xubnaha qoysa Kiraytuhu loogu talagalay inay noqdaan meel aan sigaar lagu cabin. Kiraystaha io xubnaha qoyska Kiraytuhu waa inayna sigaar ku cabin meel kamida guriga uu kiraystay Kiraytuhu, ama dhismaha halkaasoo hooyga Kiraystuhu uu ku yaalo ama meel kasta oo kamida meelaha la wadaago ama dhulka ku dheggen dhismahan ama qaybaha kale ee bulshada kirada, sidoo kale Kiraystuhu waa inaanu oggolaan martida iyo booqdeyaashu la jooga Kiraystuhu inay sidaa sameeyaan. *[Qaybtan waxbaa laga beddeli karaa si loo muujiyo meelaha dhismaha ee sigaar cabista laga mamnuucay. Haddii meelo sigaarka loogu talagalay jiraan, waa in halkan lagu caddeeyaa.]*

4. Kiraystuhu waa inuu Sare u Qaadaa Siyaasadda Maya Sigaar Cabis Waana inuu ku Wargeliyaa Mulkiilaha Xadgudubka. Kiraytuhu waa inuu ku wargeliyaa martida siyaasadda maya sigaar cabis. Waxa intaa dheer, Kiraystuhu waa inuu si degdeg ah u siiyaa Mulkiilaha bayaan qoran ee wixii dhacdo ah ee qiiqa sigaarku soo gaadhayo guriga Kiraystaha qiiqaas oo ka imanaya meel debadda ka ah abaarka guriga Kiraystaha.

5. Mulkiiluhu waa inuu Sare u Qaadaa Siyaasadda Maya Sigaar Cabis. Mulkiiluhu waa inuu ku dhejiyaa calaamado ah maya sigaar cabis meelaha laga soo galayo iyo meelaha laga baxayo, meelaha guud, marinada guryaha, iyo meelaha caanka ee ku yaal dhulka abaarmenka dhismaha. *[Halkaasoo caalamadaha lagu dhejiyaa ay ku xidhnaan doonto ilaa xadka siyaasadda maya sigaar cabis.]*

6. Kiraystayaasha Kale waa Gacanta Saddexaad ee Heshiiska Kiraystaha. Kiraystuhu wuxuu oggolaadaa in Kiraystayaasha kale ee dhismuhu ay yihiin cidda saddexaad ee heshiiska wax lagu daray ee Kiraystuhu la galay Mulkiilaha. *(Qodobada layman, tani waxay ka dhigan tahay in*

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. 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.-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

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 ad-*

ballanqaadka Kiraystaha ee heshiiskan loo sameeyey Kiraystayaasha kale iyo sidoo kale Mulkiilaha.) Kirayste waxa dhici karta inuu tallaabo sharci ah oo la xidhiidhka heshiiska maya sigaar cabis ka qaado Kirayste, laakiin Kirayste xaq uma laha inuu ka saaro guriga Kirayste kale. Tallaabo kasta oo sharci ah oo ka dhaxaysta Kiraystayaasha oo la xidhiidha heshiiska maya sigaar cabis waa inaanu abuurin moodidi in Mulkiiluhu uu jabiyeey heshiiskan maya sigaar cabis.

7. Saamaynta Jabinta iyo Xaqa in la Joojiyo Heshiiska. Jabinta heshiiskan waa inuu siiyaa cid kasta dhamaan xuquuqda kujirta, iyo sidoo kale xuquuqda heshiiska. Jabinta heshiiskan ee alaab waa in loo tixgaliyaa jabin heshiis alaab iyo tallaabooyinka lagu fulinayo, oo ay kujirto guri ka saaris, uu samaynayo Mulkiiluhu. Ka tanaasulid shuruudaha heshiisku ee maya sigaar cabis waxa laga dhigi karaa qoraal oo kaliya.

[Tallaabooyinka fulinta waa in lagu caddeeyaa qaybtan. Tallaabooyinka waxa lagu bilaabi karaa digniin hadal ah, ooy ku xigto digniin qoraal ah iyo/ama ganaax, horseedaya guri kasaaris hadday sii socoto raacis la'aanta heshiiska.]

8. Inkiridda Mulkiilaha. Kiraystuhu wuxuu qirayaa in la qabsiga Mulkiilaha ee siyaasadda maya sigaar cabis iyo dedaalada loogu talagalay dhismaha kirada ah ee ah maya sigaar cabis ayna sinaba u beddelayn heerka daryeelka Mulkiiluhu ama maamulku uu u hayey qoyska Kiraystaha si uu ugu wado dhismayaasha loogu talagalay marka maya sigaar cabis ay ka badbado badan yihiin, ka degis wanaagsan yihiin, ama horumarsan yihiin marka la eego tayada hawada marka la barbardhigo dhismayaasha kale ee kirada ah. Mulkiiluhu si gaar ah wuxuu wuxuu inkiraa wixii dammaanad qaada in dhismuhu, meelaha la wadaago, ama dhismaha Kiraystuhu uu yeelan doono hawo ka tayo fiican marka la barbardhigo guryaha kale ee kirada ah. Mulkiiluhu ma dammaanad qaadayo ama ma ballan qaadayo in dhismayaasha kirada ah ama meelaha la wadaago ay ka madhnaanayaan sigaar cabista gacanta labaad. Kiraystuhu wuxuu qirayaa in awoodda Mulkiilaha ee ah inuu ka warhayo, la socdo, ama fuliyo heshiiska heshiiskan ay ku xidhan tahay si aad qayb ahaan raacista iskaa ah ee Kiraystaha ama martida Kiraystaha. Mulkiiluhu waa inuu qaadaa tallaabooyin macquul ah si uu u fuliyo siyaasadda maya sigaar cabis. Mulkiilaha lagama rabo inuu qaado tallaa-

dendum 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 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



booyin sigaar cabis darted ilaa Mulkiiluhu ogaado sigaar cabis la sheegay ama la siiyo ogaysiis qoran ee sigaar cabis la sheegay.

Kiraystaha leh xanuun neefsiga ah, xasaasiyad, ama wax xaalad jidheed ama maskaxeed ah oo la xidhiidha sigaarka waxa loo sheegayaa ogaysiis in Mulkiiluhu aanu qaadayn waajib daryeel ka sarreeya si uu u fuliyo heshiiskan marka la barbardhigo waajibaadka mulkiile kale marka la ee-go heshiiska.

MULKIILE

KIRAYSTE

DATE

DATE

[Baaragaraaf ikhtiyaari ah ee “awoowayn” ku meel gaadh ah ee deggenaha imika ee sigaarka caba.]

9. Saamaynta Kiraystayaasha Hadda. Kiraystuhu wuxuu qirayaa in kiraystaha hadda deggen dhismahu ee ku deggen heshiis hore si dhakhso ah aanay u qaban doonin Siyaasadda maya sigaar cabis. Marka kiraystayaasha imiku ay guuraan, ama ay galaan heshiis cusub, siyaasadda maya sigaar cabis way ka dhaqan gali gurigooda ama ay hoos iman heshiiska cusub.

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.



Khayraadka:

Nolol Aan Sigaar Lahayn “Live Smoke Free”; Ururka Dadka Aan Sigaarka Cabbin – Minnesota:

<http://www.mnsmokefreehousing.org/>

Mashruuca Sharciga Jawiga Aan Sigaarka Lahayn

<http://www.tcsg.org/sfelp/home.htm>

Xarunta Sharciga Caafimaadka Dadweynaha – Guryeynta

<http://www.publichealthlawcenter.org/topics/tobacco-control/smoking-regulation/housing>

Foomka Muunadda Kumeelgaarka ah “Awoownimada”:

<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 MinnesotaSM. 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.



FOOMKA KAREEBITAANKA EE SIGAAR-CABBISTA

KUMEELGAARKA AH

Magaca Degganaha: _____

Lambarka Abaartmantka: _____

Ka deggane ahaan [magaaca sarta] oo sigaar-cabbe ah, waxaan codsanayaa kareebitaan kumeelgaara [magaaca sarta] siyaasadda sigaar-la'aanta ee la hirgeliyey [taariikhda hirgelista]. Waxaan fahamsanahay in kareebistaydu ay aniga oo keliya i khusayso oo aanay ku jirin martidaydu. Waxa kale oo aan qirayaa in kareebistaydu ay ii oggolaanayso keliya in aan sigaarka ku cabbo abaartmantkayga ama jiidaha loo qoon-deeyey sigaar cabbista ee dibedda sarta ka ah, haddii ay jiraan.

Waxa intaas dheer, waxaan fahamsanahay in haddii aan u guuro abaartmant kale oo sar kale ku yaal, ama aan ka tago [magaca sarta] ka deggane ahaan oo aan deggane cusub ahaan ugu soo noqdo mar kale, in aan si rasmi ah u luminayo kareebitaankii.

Waxa intaas dheer, waxaan fahamsanahay in kareebistu ay tahay kumeelgaar oo ay dhici doonto taariikhda cusboonaysiinta heshiiska kirada, oo kolkaas la iiga baahan yahay in aan u hoggaansamo siyaasadda sigaar-cabbis la'aanta ee hirgashay [taariikhda higelista].

Saxiixa Degganaha: _____

Taariikhda: _____

Saxiixa Maamulka Guryeynta: _____

Taariikhda: _____

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: _____