

Chapter 8

LEASING AND INSPECTIONS

[24 CFR 5, Subpart G; 24 CFR 966, Subpart A]

INTRODUCTION

Public housing leases are the contractual basis of the legal relationship between the PHA and the tenant. All units must be occupied pursuant to a dwelling lease agreement that complies with HUD regulations.

HUD regulations require the PHA to inspect each dwelling unit prior to move-in, at move-out, and annually during the period of occupancy. In addition, the PHA may conduct additional inspections in accordance with Medford Housing Authority Policy.

This chapter is divided into two parts as follows:

Part I: Leasing. This part describes pre-leasing activities and the PHA's policies pertaining to lease execution, lease modification, and payments under the lease.

Part II: Inspections. This part describes the PHA's policies for inspecting dwelling units.

PART I: LEASING

8-I.A. OVERVIEW

An eligible family may occupy a public housing dwelling unit under the terms of a lease. The lease must meet all regulatory requirements, and must also comply with applicable state and local laws and codes.

The term of the lease must be for a period of 12 months. The lease must be renewed automatically for another 12-month term, except that the PHA may not renew the lease if the family has violated the community service requirement [24 CFR 966.4(a)(2)].

PHAs must adopt smoke-free policies, which must be implemented no later than July 30, 2018. The policy is attached as Exhibit 8-1.

PHAs must include in the ACOP residential minimum heating standards policies [Notice PIH 2019-19] The policy is included in Part I of this chapter.

Part I of this chapter contains regulatory information on leasing, where applicable, as well as the PHA's leasing policies.

8-I.B. LEASE ORIENTATION

Medford Housing Authority Policy

After unit acceptance but prior to occupancy, a PHA representative will conduct a lease orientation with the family. The head of household or spouse is required to attend.

Orientation Agenda

Medford Housing Authority Policy

When families attend the lease orientation, they will be provided with:

- A copy of the lease

- A copy of “Is Fraud Worth It?” (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse

- A copy of “What You Should Know about EIV,” a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2017-12

- A copy of the form HUD-5380, VAWA Notice of Occupancy Rights

- A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

- A copy of the PHA’s smoke free policy, parking policy and pet policy

Topics to be discussed and explained to all families include:

- Review and explanation of lease provisions

- Unit maintenance requests and work orders

- The PHA’s interim reporting requirements

- Review and explanation of occupancy forms

- Community service requirements

- Family choice of rent

- VAWA protections

- Smoke-free policies

8-I.C. EXECUTION OF LEASE

The lease must be executed by the tenant and the PHA, except for automatic renewals of a lease [24 CFR 966.4(a)(3)].

A lease is executed at the time of admission for all new residents. A new lease is also executed at the time of transfer from one PHA unit to another.

The lease must state the composition of the household as approved by the PHA (family members and any PHA-approved live-in aide) [24 CFR 966.4(a)(1)(v)]. See Section 8-I.D. for policies regarding changes in family composition during the lease term.

Medford Housing Authority Policy

The head of household, spouse or cohead, and all other adult members of the household will be required to sign the public housing lease prior to admission. An appointment will be scheduled for the parties to execute the lease. The head of household will be provided a copy of the executed lease and the PHA will retain a copy in the resident's file.

Files for households that include a live-in aide will contain file documentation signed by the live-in aide, that the live-in aide is not a party to the lease and is not entitled to PHA assistance. The live-in aide is only approved to live in the unit while serving as the care attendant for the family member who requires the care.

8-I.D. MODIFICATIONS TO THE LEASE

The lease may be modified at any time by written agreement of the tenant and the PHA [24 CFR 966.4(a)(3)].

Modifications to the Lease Form

The PHA may modify its lease from time to time. However, the PHA must give residents at least thirty (30) days advance notice of the proposed changes and an opportunity to comment on the changes. The PHA must also consider any comments before formally adopting a new lease [24 CFR 966.3].

After proposed changes have been incorporated into the lease and approved by the Board, each family must be notified at least 60 days in advance of the effective date of the new lease or lease revision. A resident's refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are required by HUD, is grounds for termination of tenancy [24 CFR 966.4(1)(2)(iii)(E)].

Medford Housing Authority Policy

The family will have 30 days to accept the revised lease. If the family does not accept the offer of the revised lease within that 30 day timeframe, the family's tenancy will be terminated for other good cause in accordance with the policies in Chapter 13.

Schedules of special charges and rules and regulations are subject to modification or revision. Because these schedules are incorporated into the lease by reference, residents and resident organizations must be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and must be given an opportunity to present written comments. The notice must be delivered directly or mailed to each tenant; or posted in at least three conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project. Comments must be taken into consideration before any proposed modifications or revisions become effective [24 CFR 966.5].

After the proposed revisions become effective they must be publicly posted in a conspicuous manner in the project office and must be furnished to applicants and tenants on request [24 CFR 966.5].

Medford Housing Authority Policy

When the PHA proposes to modify or revise schedules of special charges or rules and regulations, the PHA will post a copy of the notice in the central office, and will mail a copy of the notice to each resident family. Documentation of proper notice will be included in each resident file.

Other Modifications

Medford Housing Authority Policy

The lease will be amended to reflect all changes in family composition.

If, for any reason, any member of the household ceases to reside in the unit, the lease will be amended by executing a new lease addendum. Both the family and the tenant will be required to sign and date two original lease addenda. One original copy is retained by the PHA and one original will be provided to the family.

If a new household member is approved by the PHA to reside in the unit, the lease will be amended by executing a new lease addendum. Both the family and the tenant will be required to sign and date two original lease addenda. One original copy is retained by the PHA and one original will be provided to the family.

Policies governing when and how changes in family composition must be reported are contained in Chapter 9, Reexaminations.

8-I.E. SECURITY DEPOSITS [24 CFR 966.4(b)(5)]

At the option of the PHA, the lease may require security deposits. The amount of the security deposit cannot exceed one month's rent or a reasonable fixed amount as determined by the PHA. The PHA may allow for gradual accumulation of the security deposit by the family, or the family may be required to pay the security deposit in full prior to occupancy. Subject to applicable laws, interest earned on security deposits may be refunded to the tenant after vacating the unit, or used for tenant services or activities.

Medford Housing Authority Policy

The PHA does not currently collect a security deposit.

8-I.F. PAYMENTS UNDER THE LEASE

Rent Payments [24 CFR 966.4(b)(1)]

Families must pay the amount of the monthly tenant rent determined by the PHA in accordance with HUD regulations and other requirements. The amount of the tenant rent is subject to change in accordance with HUD requirements.

The lease must specify the initial amount of the tenant rent at the beginning of the initial lease term, and the PHA must give written notice stating any change in the amount of tenant rent and when the change is effective.

Medford Housing Authority Policy

The tenant rent is due and payable at the PHA-designated location on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If a family's tenant rent changes, the PHA will notify the family of the new amount and the effective date by sending a "Notice of Rent Adjustment" which will become an attachment to the lease.

Late Fees and Nonpayment

At the option of the PHA, the lease may provide for payment of penalties when the family is late in paying tenant rent [24 CFR 966.4(b)(3)].

The lease must provide that late payment fees are not due and collectible until two weeks after the PHA gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under the PHA grievance procedures. The PHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)].

Medford Housing Authority Policy

If the family fails to pay their rent by the fifth day of the month, a 14-day Notice to Vacate will be issued to the resident for failure to pay rent, demanding payment in full or the surrender of the premises.

When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee **equal to the fee assessed MHA** will be charged to the family. The fee will be due and payable 14 days after billing.

Excess Utility Charges

If the PHA charges the tenant for consumption of excess utilities, the lease must state the basis for the determination of such charges. The imposition of charges for consumption of excess utilities is permissible only if the charges are determined by an individual check meter servicing the leased unit or result from the use of major tenant-supplied appliances [24 CFR 966.4(b)(2)].

Schedules of special charges for utilities that are required to be incorporated in the lease by reference must be publicly posted in a conspicuous manner in the development office and must be furnished to applicants and tenants on request [24 CFR 966.5].

The lease must provide that charges for excess utility consumption are not due and collectible until two weeks after the PHA gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right to a hearing under the PHA grievance procedures. The PHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)].

Medford Housing Authority Policy

The PHA does not charge an excess utility charge. The PHA may charge a utility surcharge as outlined in Chapter 16.

Maintenance and Damage Charges

If the PHA charges the tenant for maintenance and repair beyond normal wear and tear, the lease must state the basis for the determination of such charges [24 CFR 966.4(b)(2)].

Schedules of special charges for services and repairs which are required to be incorporated in the lease by reference must be publicly posted in a conspicuous manner in the development office and must be furnished to applicants and tenants on request [24 CFR 966.5].

The lease must provide that charges for maintenance and repair beyond normal wear and tear are not due and collectible until two weeks after the PHA gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under the PHA grievance procedures. The PHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)].

Medford Housing Authority Policy

When applicable, families will be charged for maintenance and/or damages according to the PHA's current schedule. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable).

Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for eviction.

8.I.G. MINIMUM HEATING STANDARDS [Notice PIH 2018-19]

PHAs in states, territories, or localities with existing minimum heating standards must use their respective local standards for public housing dwelling units. For PHAs where state or local minimum heating standards do not exist, PHAs must use the HUD-prescribed heating standards specified in Notice PIH 2018-19.

Medford Housing Authority Policy

The MHA is located in an area where state or local residential heating standards exist and will utilize those standards for public housing units. Therefore, the MHA's minimum heating standards are as follows:

Minimum temperature: 64 degrees at night and 68 degrees during the day from September 15 to June 15.

If the MHA controls the temperature, the minimum temperature in each unit must be at least 64 degrees Fahrenheit at night and 68 degrees during the day from September 15 to June 15. If the resident controls the temperature the heating equipment must have the capability of heating to at least 64 degrees Fahrenheit at night and 68 degrees during the day from September 15 to June 15.

Measurement:

In the event of a concern with meeting this minimum standard, temperature measurements will be taken according to the following methodology:

The MHA will verify thermostats are working properly by independently verifying the temperature with a portable thermostat and taking corrective action where minimums are not met.

PART II: INSPECTIONS

8-II.A. OVERVIEW

HUD regulations require the PHA to inspect each dwelling unit prior to move-in, at move-out, and annually during occupancy. In addition, the PHA may require additional inspections, in accordance with Medford Housing Authority Policy. This part contains the PHA's policies governing inspections, notification of unit entry, and inspection results.

8-II.B. TYPES OF INSPECTIONS

Move-In Inspections [24 CFR 966.4(i)]

The lease must require the PHA and the family to inspect the dwelling unit prior to occupancy in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the PHA and the tenant, must be provided to the tenant and retained in the resident file.

Medford Housing Authority Policy

Any adult family member **on the lease** may attend the initial inspection and sign the inspection form for the head of household.

Move-Out Inspections [24 CFR 966.4(i)]

The PHA must inspect the unit at the time the resident vacates the unit and must allow the resident to participate in the inspection if he or she wishes, unless the tenant vacates without notice to the PHA. The PHA must provide to the tenant a statement of any charges to be made for maintenance and damage beyond normal wear and tear.

The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that for normal wear and tear.

Medford Housing Authority Policy

When applicable, the PHA will provide the tenant with a statement of charges to be made for maintenance and damage beyond normal wear and tear, within 10 business days of conducting the move-out inspection.

Annual Inspections [24 CFR 5.705]

Section 6(f)(3) of the United States Housing Act of 1937 requires that PHAs inspect each public housing project annually to ensure that the project's units are maintained in decent, safe, and sanitary condition. The PHA shall continue using the Uniform Physical Condition Standards (UPCS) in 24 CFR 5, Subpart G, Physical Condition Standards and Inspection Requirements, to conduct annual project inspections. These standards address the inspection of the site area, building systems and components, and dwelling units.

Medford Housing Authority Policy

The PHA will inspect all occupied units annually using HUD's Uniform Physical Condition Standards (UPCS).

Quality Control Inspections

The purpose of quality control inspections is to assure that all defects were identified in the original inspection, and that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame

Medford Housing Authority Policy

Supervisory quality control inspections will be conducted **as needed**.

Special Inspections

Medford Housing Authority Policy

PHA staff may conduct a special inspection for any of the following reasons:

Housekeeping

Unit condition

Suspected lease violation

Preventive maintenance

Routine maintenance

There is reasonable cause to believe an emergency exists

Other Inspections

Medford Housing Authority Policy

Building exteriors, grounds, common areas and systems will be inspected according to the PHA's maintenance plan.

8-II.C. NOTICE AND SCHEDULING OF INSPECTIONS

Notice of Entry

Non-emergency Entries [24 CFR 966.4(j)(1)]

The PHA may enter the unit, with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, or to show the unit for re-leasing. A written statement specifying the purpose of the PHA entry delivered to the dwelling unit at least two days before such entry is considered reasonable advance notification.

Medford Housing Authority Policy

The PHA will notify the resident in writing at least 48 hours prior to any non-emergency inspection.

For regular annual inspections, the family will receive at least **2calendar days** written notice of the inspection to allow the family to prepare the unit for the inspection.

Entry for repairs requested by the family will not require prior notice. Resident-requested repairs presume permission for the PHA to enter the unit.

Emergency Entries [24 CFR 966.4(j)(2)]

The PHA may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, the PHA must leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.

Scheduling of Inspections

Medford Housing Authority Policy

Inspections will be conducted during business hours. If a family needs to reschedule an inspection, they must notify the PHA at least 24 hours prior to the scheduled inspection. The PHA will reschedule the inspection no more than once unless the resident has a verifiable good cause to delay the inspection. The PHA may request verification of such cause.

Attendance at Inspections

Residents are required to be present for move-in inspections [24 CFR 966.4(i)]. There is no such requirement for other types of inspections.

Medford Housing Authority Policy

Except at move-in inspections, the resident is not required to be present for the inspection. The resident may attend the inspection if he or she wishes.

If no one is at home, the inspector will enter the unit, conduct the inspection and leave a copy of the inspection report in the unit.

8-II.D. INSPECTION RESULTS

The PHA is obligated to maintain dwelling units and the project in decent, safe and sanitary condition and to make necessary repairs to dwelling units [24 CFR 966.4(e)].

Emergency Repairs [24 CFR 966.4(h)]

If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the tenant must immediately notify the PHA of the damage, and the PHA must make repairs within a reasonable time frame.

If the damage was caused by a household member or guest, the PHA must charge the family for the reasonable cost of repairs. The PHA may also take lease enforcement action against the family.

If the PHA cannot make repairs quickly, the PHA must offer the family standard alternative accommodations. If the PHA can neither repair the defect within a reasonable time frame nor offer alternative housing, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

Medford Housing Authority Policy

When conditions in the unit are hazardous to life, health, or safety, the PHA will make repairs or otherwise abate the situation within 24 hours.

Defects hazardous to life, health or safety include, but are not limited to, the following:

- Any condition that jeopardizes the security of the unit

- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling

- Natural or LP gas or fuel oil leaks

- Any electrical problem or condition that could result in shock or fire

- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit

- Utilities not in service, including no running hot water

- Conditions that present the imminent possibility of injury

- Obstacles that prevent safe entrance or exit from the unit

- Absence of a functioning toilet in the unit

- Inoperable smoke detectors

Non-emergency Repairs

Medford Housing Authority Policy

The PHA will correct non-life-threatening health and safety defects within **15 business** days of the inspection date. If the PHA is unable to make repairs within that period due to circumstances beyond the PHA's control (e.g. required parts or services are not available, weather conditions, etc.) the PHA will notify the family of an estimated date of completion.

The family must allow the PHA access to the unit to make repairs.

Resident-Caused Damages

Medford Housing Authority Policy

Damages to the unit beyond wear and tear will be billed to the tenant in accordance with the policies in 8-I.F., Maintenance and Damage Charges.

Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious or repeated violation of the lease.

Housekeeping

Medford Housing Authority Policy

Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. In these instances, the PHA will provide proper notice of a lease violation.

A reinspection will be conducted within 30 days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a reinspection is considered a violation of the lease and may result in termination of tenancy in accordance with Chapter 13.

Notices of lease violation will also be issued to residents who purposely disengage the unit's smoke detector. Only one warning will be given. A second incidence will result in lease termination.

EXHIBIT 8-1: MEDFORD HOUSING AUTHORITY SMOKE-FREE POLICY

1. Purpose. The purpose of the Medford Housing Authority (MHA) Smoke-Free Policy is to mitigate irritation and known health effects of secondhand smoke for residents, guests, contract workers and MHA employees. In addition, the smoke-free policy is intended to decrease the risk of fire in Medford Housing Authority units and reduce the cost of maintenance and cleaning resulting from smoking.

2. Definition of Smoking: Smoking is defined as inhaling, exhaling, breathing or carrying any lit cigar, cigarette, pipes, other tobacco product or similarly lighted smoking material in any manner or in any form, and also covers any product(s) that produce smoke or vapor that may be voluntarily or involuntarily inhaled such as, but not limited, to E-cigarettes.

3. Smoke Free Areas: Effective June 1, 2015, all apartments; balconies; decks; patios; common hallways; common stairwells; storage rooms; community rooms, kitchens, restrooms; community centers, entrance ways including any front or back steps; exterior landings; fire escapes; basements; roof tops; maintenance facilities; and management offices are designated as non-smoking areas. Also designated as non-smoking areas are walkways, lawns and parking areas within 25 feet of building windows or doors, and all playgrounds and tot-lots located anywhere on all MHA property. The Medford Housing Authority staff, contractors, current residents, all guests, and all new residents of the Medford Housing Authority shall not smoke, nor permit anyone to smoke tobacco, cigarettes, cigars, pipes, or any other products, or any other object which produces smoke or vapor that may be voluntarily or involuntarily inhaled such as but not limited to E-cigarettes in any area stated above as “non-smoking areas.”

For Federal developments, designated smoking areas may be determined by the management in cooperation with the Resident Advisory Board and interested residents, and any such designated areas can be modified or eliminated with prior thirty (30) day notice to residents from the MHA. Any modification, relocation or elimination of designated smoking areas by the MHA will not constitute a Significant Deviation/Amendment to this Policy.

For the State development, designated smoking areas may be determined by the management in cooperation with the interested residents/Tenant Council, and any such designated areas can be modified or eliminated with prior thirty (30) day notice to residents from the MHA.

4. Resident Responsibility: If a resident or MHA employee notices or observes a violation of this policy, they are to report this to the Housing Manager as soon as possible. Management will seek the source of the smoke and take appropriate action.

5. Promotion of this Smoke Free Policy. The MHA will post no-smoking signs and promote this policy in meetings and discussions with residents, and enforce compliance with this policy. The Medford Housing Authority will offer a seven (7) week smoking cessation program to all residents who wish to participate. The American Lung Association’s *Freedom from Smoking* will be offered to all Medford Housing Authority residents with a session beginning in February 2015. There will be smoking cessation information available for all residents that will provide information on outside smoking cessation programs, tips on how to quit, and informational pieces about what support one can expect from insurance providers. The Medford Housing Authority will support and work with resident councils or resident groups who may wish to use

community rooms within developments to hold non-smoking support groups for residents. New residents will be given a copy of the smoke free policy and will be required to sign a smoke free lease addendum at the time of lease up which will be kept in the residents file. Current residents will be provided with a copy of this Smoke Free Policy and will be required to sign a smoke free Lease Addendum by May 1, 2015 which will be kept in residents file.

6. Lease Enforcement of the Smoke-Free Policy: Head(s) of Household will sign a Lease Addendum and agree that all members of household and all guests of household will abide by the Smoke Free Policy. Each Head-of-Household will be responsible for all household members, visitors and guests to adhere to the Smoke Free Policy. Any violation of the Smoke Free Policy shall constitute a breach of the household's lease and thereafter subject to possible eviction. A tenant will receive a written warning for the first offense, and a written warning and private conference with management for the second offense. Upon the third violation, the MHA will bring eviction proceedings, in which case it will send a written notice of a lease violation, notice of pre-termination conference and may result in termination of your tenancy. Resident will have the right to file a grievance under the MHA grievance policy. Through all enforcement steps the MHA will share cessation resources and tips with tenants and assist them where reasonably possible to amend their smoking activities.

7. Medford Housing Authority/Landlord not a guarantor of smoke-free environment. Resident acknowledges that MHA's adoption of a smoke-free policy does not make the MHA or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's unit and the common areas. However, the MHA shall take reasonable steps to enforce the smoke-free terms of its leases and to make the non-smoking areas as smoke-free as is reasonably possible. The MHA will address violations of this policy upon the MHA's actual knowledge of said smoking or has been given notice of said smoking.

8. Disclaimer by Medford Housing Authority/Landlord. Resident acknowledges that the MHA's adoption of a smoke-free policy does not in any way change the standard of care that the MHA or managing agent would have to a resident household to render buildings and premises designated smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. The MHA specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. The MHA cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that the MHA's ability to police, monitor or enforce the agreements of the Smoke Free Lease Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests, as well as by all residents and guests in other parts of the smoke-free area. Residents with respiratory ailments, allergies or a physical or psychological condition relating to smoke are put on notice that the MHA does not assume any higher duty of care to enforce the smoke free lease addendum than any other MHA obligation under the Lease.