

**LEASE CLAUSE PROHIBITING SMOKING (Lease entered into after 5/1/2014)**

*The following language can be included in new leases and fulfills landlord requirements stated in Berkeley Municipal Code Section 12.70.037.B.*

Smoking is prohibited in Tenant's unit and all common areas of the multi-unit residence. It is a violation for Tenant, or any other person subject to the control of the Tenant or present by invitation or permission of the Tenant, to engage in smoking in the Tenant's unit or any common area of the multi-unit residence. This smoking prohibition is a material term of the Lease/Rental Agreement, and breach of a material term by the Tenant may constitute "good cause" for eviction under the Berkeley Rent Stabilization and Eviction for Good Cause Ordinance. (Berkeley Municipal Code Section 13.76.130.)

For purposes of this Section, the terms "smoke", "unit", "common area", and "multi-unit residence" are as defined in the Berkeley Municipal Code, Chapter 12.70. *[Include the following clause unless smoking of medical marijuana is separately prohibited under another term of the Lease.]* The use of medical cannabis by a person for whom using medical cannabis is not a crime under California law shall not constitute smoking in a unit of a multi-unit residence.