

April 29, 2015

████████████████████
5807 S Gallup Street, # ██████████
Littleton, CO 80120

RE: Smoke-Free Housing Policy

Dear ████████████████████:

I have received reports that you may be in violation of our Smoke-Free Housing Policy by smoking in your apartment.

This letter is to serve as a friendly reminder that beginning December 1, 2014 all residents must comply with the Smoke-Free Housing Policy as it states:

Smoking means inhaling, exhaling, burning, carrying or possessing any lighted cigar, cigarette, electronic and synthetic cigarettes, pipe, or other lighted smoking device for burning tobacco, marijuana, or any other plant.

Smoking shall not be permitted:

- ***By any person including residents, new residents, guests or employees inside any part of Alyson Court, Amity Plaza, Bradley House or Powers Circle Apartments.***
- ***In any individual apartment units, balconies or patios.***
- ***In common areas within any building such as entryways, lobbies, reception areas, hallways, elevators, offices, stairwells, restrooms, laundry rooms, community rooms, storage areas, and all openings to any housing property, including window and door openings or within 15 feet of those window or door openings.***
- ***In all other outside areas of the properties, stairways, yards, building grounds and parking lots.***

In addition,

- ***Smoking is not permitted less than 20' from any door, window or entrance.***
- ***The Medical Marijuana and Marijuana Policy states SMHO shall terminate the lease of any current resident or the assistance of any voucher holder who possesses or uses any controlled substance, including state-legalized medical and non-medical marijuana, when such possession or use is determined by SMHO to be abusive, interferes with the health, safety or right to peaceful enjoyment by the other residents or participants, or interferes with SMHO's management of the project or program.***

As with any Lease violation, if a resident violates SMHO's non-smoking and drug policy we will provide the following:

- ***1st offense will be a verbal warning with a written confirmation of the warning;***
- ***2nd offense will be a 30-day written lease violation with the opportunity to cure;***
- ***3rd offense is a written request to resident offering mediation;***
- ***4th offense will be termination of the lease with a 30-day notice to vacate, no opportunity to cure.***

If you have questions or want to request a copy of SMHO's Smoke-Free Housing Policy and/or Medical Marijuana and Marijuana Policy, please call me at 303-794-9608. We appreciate your cooperation.

Sincerely,

Linda Conway
Housing Programs Manager

Cc: Resident file

COMBINED
DEMAND FOR POSSESSION
and
NOTICE OF PROPOSED LEASE TERMINATION

To:

[REDACTED]
Littleton, CO 80120

YOU ARE HEREBY NOTIFIED that the Owner, Littleton Housing Authority, dba South Metro Housing Options, is making a demand for possession and intends to terminate your lease to the premises you occupy at:

[REDACTED]
Littleton, CO 80120

For the following serious or repeated material violations of your lease:

- Violation of our Smoke-Free Housing Policy by smoking in your apartment.

You are in serious violation of HUD regulations and Lease as follows:

14. Rules: The Tenant agrees to obey the House Rules. The tenant agrees to obey additional rules established after the effective date of this Agreement if:

a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants;

23. Termination of Tenancy:

d. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.

e. The Landlord may terminate this Agreement for the following reasons:

1. The Tenant's material noncompliance with the terms of this Agreement;

2. The Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;

d. The Landlord may terminate this Agreement for other good cause, which includes but is not limited to, the tenant's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that (a) disrupt the livability of the project; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, (c) interfere with the management of the project, or (d) have an adverse financial effect of the project.

If you fail to correct the aforementioned breach(es) of your lease by January 16, 2015, you must vacate the unit by April 12, 2015. If you fail to vacate, South Metro Housing Options may seek to enforce the termination by bringing a judicial action against you. If a judicial proceeding for eviction is instituted, you may present a defense in that proceeding in court.

If you are a person with a disability, you have the right to request a reasonable accommodation. You can request a reasonable accommodation form from the reception desk. If you have difficulty with communication in the English language, language assistance may be provided through an interpreter or through a resource referral.

You may make a reply to this lease violation notice as you wish, including exercising your rights under the South Metro Housing Options Grievance Procedures to contest the possible termination of rental assistance. You have 14 days within which to provide a written request for an informal review with the South Metro Housing Options.

Dated this 12th day of March, 2015.

By:

Linda Conway
Housing Programs Manager
Littleton Housing Authority dba South Metro Housing Options
5745 S Bannock Street
Littleton, Colorado 80120

**CERTIFICATE OF SERVICE FOR
COMBINED DEMAND FOR POSSESSION
and
NOTICE OF PROPOSED LEASE TERMINATION**

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

I HEREBY CERTIFY that I served the attached Combined Demand for Possession and Notice of Proposed Lease Termination this 12th day of March, 2015 as follows:

1. [] by handing to and leaving with the tenant, [REDACTED], a true copy thereof at [REDACTED] Littleton, CO 80120 at _____ o'clock a.m./p.m. **or**

2. [] by handing to and leaving with _____, a person over the age of eighteen years who responded at the unit, a true copy thereof, at [REDACTED], Littleton, CO 80120 at _____ o'clock a.m./p.m. **or**

3. [] since no adult responded at the unit, by placing the notice under or through the door at [REDACTED], Littleton, CO 80120

DATED this _____ day of _____ 20__.

Affiant

**CERTIFICATE OF SERVICE FOR
COMBINED DEMAND FOR POSSESSION
and
NOTICE OF PROPOSED LEASE TERMINATION**

STATE OF COLORADO)
)
) ss.
COUNTY OF ARAPAHOE)

I HEREBY CERTIFY that I served the attached Combined Demand for Possession and Notice of Proposed Lease Termination this 12th day of March, 2015 as follows:

1. [] sent to [REDACTED],
Littleton, CO 80120 by First Class mail, properly addressed, postage
pre-paid.

DATED this _____ day of _____ 20__.

Affiant

April 22, 2015

[REDACTED]
Littleton, CO 80120

RE: Smoke-Free Housing Policy

Dear [REDACTED]:

I continue to receive reports that you are in serious violation of our Smoke-Free Housing Policy by smoking in your apartment.

You were served with a reminder notice on February 12, 2015 and because you failed to comply with a Combined Demand for Possession and Notice of Proposed Lease Termination on March 12, 2015. Once I serve a final 30-day Notice of Termination, you would be required to vacate the building by the end of the 30-day Notice of Termination with no ability to cure. If you failed to vacate, we would bring eviction proceedings against you in court.

I am offering you the opportunity to comply immediately and would be happy to meet with you to discuss your options to remain in the building which, is to comply with the Smoke-Free Policy by no longer smoking in your apartment and building.

If you are a person with a disability, you have the right to request a reasonable accommodation. You can request a reasonable accommodation form from the receptionist. If you have difficulty with communication in the English language, language assistance may be provided through an interpreter or through a resource referral.

You may make a reply to this lease violation notice as you wish, including exercising your rights under the South Metro Housing Options Grievance Procedures to contest the possible termination of rental assistance. You have 14 days within which to provide a written request for an informal review.

If you have questions or want to request a copy of SMHO's Smoke-Free Housing Policy and/or Medical Marijuana and Marijuana Policy, please call me at 303-794-9608. We appreciate your cooperation.

Sincerely,

Linda Conway
Housing Programs Manager

Cc: Robin Ramirez
Resident file

**COMBINED
DEMAND FOR POSSESSION
and
NOTICE OF PROPOSED LEASE TERMINATION**

TO:

[REDACTED]
Littleton, CO 80120

YOU ARE HEREBY NOTIFIED that the Owner, Littleton Housing Authority d/b/a South Metro Housing Options, is making a demand for possession and intends to terminate your lease to the premises you occupy as tenant at:

[REDACTED]
Littleton, CO 80120

for the following serious or repeated material violation of your lease:

- Violation of the Smoke-Free Housing Policy
- Lease Section 14 Rules: The Tenant agrees to obey the House Rules.

SMHO continues to receive complaints that you are smoking in your unit. On January 13, 2015, SMHO served a Combined Demand for Possession or Compliance and Notice of Lease Termination on you for violating the no smoking rules. SMHO continues to receive complaints that you are continuing to smoke in your unit. Pursuant to Colorado's Forcible Entry and Detainer statute C.R.S. 13-40-104(e.5), if you fail to vacate the premises on or before March 21, 2015, which is three (3) days from the date this Demand is served on you, legal action may be taken to evict you.

If you fail to vacate the unit by April 17, 2015, your lease will terminate and SMHO may seek to enforce the termination by bringing a judicial action against you. If a judicial proceeding for eviction is instituted, you may present a defense in that proceeding in court.

You may make such reply to this termination as you wish, including exercising your rights under the SMHO Grievance Procedure to contest the termination. You have 10 days within which to discuss the proposed termination with SMHO. You have the right to request to examine certain documents that are determined to be directly relevant to this termination prior to a grievance hearing or court trial concerning the termination of tenancy or eviction.

DATED this 18th day of March 2015.

By: _____
LINDA CONWAY
South Metro Housing Options
5745 S. Bannock Street
Littleton, CO 80120

**COMBINED
DEMAND FOR POSSESSION
and
NOTICE OF PROPOSED LEASE TERMINATION**

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

I HEREBY CERTIFY that I served the attached Combined Demand for Possession and Notice of Proposed Lease Termination this 18th day of March 2015 as follows:

1. [] by handing to and leaving with the tenant, [REDACTED] a true copy thereof at [REDACTED], Littleton, CO 80120 at _____ o'clock a.m./p.m. **or**

2. [] by handing to and leaving with _____, a person over the age of eighteen years who responded at the unit, a true copy thereof, at [REDACTED], Littleton, CO 80120 at _____ o'clock a.m./p.m. **or**

3. [] since no adult responded at the unit, by placing the notice under or through the door at [REDACTED], Littleton, CO 80120

DATED this _____ day of _____ 20__.

Affiant

**COMBINED
DEMAND FOR POSSESSION
and
NOTICE OF PROPOSED LEASE TERMINATION**

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

I HEREBY CERTIFY that I served the attached Combined Demand for Possession and Notice of Proposed Lease Termination this 17th day of March 2015 as follows:

1. [] sent to [REDACTED], Littleton, CO 80120 by First Class mail, properly addressed, postage pre-paid.

DATED this _____ day of _____ 20__.

Affiant