

Tewksbury Housing Authority

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Smoke Free Policy

1. **Policy:** It is the policy of the Tewksbury Housing Authority (THA) to promote and enforce a smoke-free living environment. To that end, the THA will institute and enforce a smoke free lease addendum for the protection of all residents of the Tewksbury Housing Authority's properties. It is understood and acknowledged by the parties that this smoke free policy shall not be used to disqualify any applicant to the THA.
2. **Purpose:** the purpose of the smoke free policy is to mitigate the irritation and known health effects of second-hand smoke in Tewksbury Housing Authority (THA) buildings. In addition, it is intended to decrease maintenance costs for cleaning and redecorating and decrease the risk of fire in THA units.
3. **Applicability:** This policy shall apply to all Residents, members of Resident's family or household, to all guests of Residents and to any parties having business on the premises.
4. **Definition of Smoking:** The term "smoking" means inhaling, exhaling, breathing or carrying any lighted cigarette, cigar, pipe, waterpipe or other product containing any amount of tobacco, as well as marijuana or any other similar lighted product in any manner or any form. This term "smoking" shall further mean and include the use of any hand held or portable vaporizing device or "e-cigarette" type device by in-haling, exhaling or breathing through any such aforementioned device. Use of FDA-approved cessation products shall not be deemed smoking.
5. **Smoke Free Building:** A smoke free building means that smoking is prohibited by residents and their guests in all units, hallways, and common areas and within 25 feet outside of the buildings. Residents agree to and acknowledge the Smoke Free Policy when they sign their lease and/or lease addendum. Violating the policy (by smoking in a Smoke Free Building) will constitute a lease violation and could result in enforcement actions up to and including eviction.
6. **Lease Enforcement of Smoke Free Policy:** A violation of the Smoke Free Policy shall be considered a breach of the Lease and shall give the THA all of the enforcement rights contained in the Lease.
7. **THA to Promote Smoke Free Policy:** The THA shall post no-smoking signs, promote the Smoke Free policy as appropriate in meetings and discussions with residents, and enforce compliance with the policy.
8. **Residents to Promote Smoke Free Policy:** Residents shall inform all occupants and guests of the THA's Smoke Free Policy. Residents are expected to comply with the policy as they would any section of the lease.
9. **THA Not a Guarantor of Resident Health:** The Smoke Free Policy does not make the THA a guarantor of resident health or of the smoke-free condition of the resident's unit or common areas. The THA shall take reasonable steps to enforce the smoke free terms of its leases and to make its' complexes smoke-free. The THA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Residents acknowledge that the THA's ability to police, monitor or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.

10. Penalty for Violation of Smoke Free Policy: Resident acknowledges that the penalty for smoking within the Tewksbury Housing Authority complexes may result in a charge for the actual amount of costs to remediate damage (including burns, stains, etc.) to an apartment caused by smoking and/or legal action against their tenancy.

Enforcement Plan Summary:

1st Violation – Verbal warning and reminder reiterating the smoke-free policy. Note in Residents File.

2nd Violation – Warning/written letter reiterating the smoke free policy, and advising the resident of further consequences.

3rd Violation - Informal Conference – The resident will receive a request for a conference with the Executive Director. A Living Unit Inspection may be conducted and any damage to the unit noted due to smoking will be billed to the resident, i.e. cleaning and painting based on actual charges (time and material).

4th Violation - Once a resident has incurred a fourth violation, legal action will be taken for the violation. Where feasible, legal action may be resolved or avoided by agreement.

****See Lease Addendum Enforcement Procedure attached to this policy for detailed enforcement plan**

At each stage of the enforcement plan, Director will remind residents about the opportunity to participate in cessation programs and the availability of smoking 25 feet from the buildings.

**Adopted February 14, 2017
THA Board of Commissioners**