

# FALL RIVER HOUSING AUTHORITY

## SMOKE-FREE HOUSING POLICY

### A. PURPOSE

The U.S. Department of Housing and Urban Development (HUD) requires each public housing agency that administers public housing programs to *“implement a ‘smoke-free’ policy banning the use of prohibited tobacco products in all public housing living units, indoor common areas in public housing, and in PHA administrative office buildings. The smoke-free policy must also extend to all outdoor areas up to 25 feet from the public housing and administrative office buildings”* (Instituting Smoke-Free Public Housing, Final Rule, 12/05/2016).

Accordingly, the Fall River Housing Authority (FRHA) has established a **Smoke-Free Housing Policy** (also referred to as **“Smoke-Free Policy”**) that satisfies the regulatory requirements set forth in 24 CFR §965.653 and is aligned with the health, safety and cost-saving goals outlined in the HUD Final Rule. Specifically, the purpose of this policy is:

- 1. To Mitigate Irritation and Known Health Effects of Secondhand Smoke for Tenants, Guests, Visitors, Contract Workers and FRHA Employees.** There is evidence that exposure to smoke, direct or secondhand, causes adverse health conditions including, but not limited to, respiratory illnesses, cardiovascular disease, like stroke and coronary heart disease, cancer, and asthma;
- 2. To Decrease the Risk of Fires and Fire-related Deaths from Smoking.** Smoking is a primary cause of home fire deaths;
- 3. To Reduce Maintenance and Cleaning Costs Resulting from Smoking.** When apartments are vacated by smokers, there are additional costs incurred for turnover due to stains, residues and odors caused by cigarettes. These added costs can include additional treatment of walls and ceilings to cover smoke stains, additional painting, replacing carpeting, flooring, blinds and cleaning of ducts and fans and appliances; and
- 4. To Protect Property from Damage.** Protection of property from fires, odor or stain damage ensures the greatest availability of housing units.

It is understood and acknowledged by the parties that this Smoke-Free Policy shall not be used to disqualify any applicant to any FRHA program or tenant of the FRHA.

As of **November 1, 2017**, FRHA tenants, household members, guests, visitors, service providers, vendors, contractors and employees will be required to adhere to the Smoke-Free Policy.

### B. DEFINITIONS

“Smoking” means inhaling, exhaling, breathing, burning or carrying any lit cigarette, cigar, pipe or other tobacco product or similarly lighted smoking material, including marijuana, in any manner, form or derivative.

“Prohibited tobacco products” as defined in 24 CFR §965.65 are “items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes” and “waterpipes (hookahs)”

“Tenant” is defined as a person living in or staying at a public housing development of the Fall River Housing Authority.

“Employee” means manager, owner, representative, or worker of Fall River Housing Authority.

### C. SMOKE FREE AREAS

Effective November 1, 2017, **all dwelling units and any interior common areas** including but not limited to community bathrooms, lobbies, community rooms, laundry rooms, hallways, stairwells, elevators, management/administrative offices, electrical closets, storage units, maintenance garages, childcare centers, and entryways shall be designated as smoke-free. To prevent secondhand smoke from entering open windows or doors, this smoke-free policy also **extends to all outdoor areas within 25 feet of FRHA housing and administrative buildings**, including but not limited to patios, balconies, stairways and attached structures.

This policy not only applies to **FRHA tenants**, but also **guests, visitors, visiting nurses, home health aides, vendors, contractors, other service providers and FRHA employees**.

### D. ENFORCEMENT PROCEDURE

The FRHA shall give a Tenant four (4) opportunities to remedy non-compliance with the Smoke-Free Policy. The following is an outline of the enforcement procedure, which is not meant to be exclusive description of enforcement steps and is subject to change in general or for specific cases:

STEP	MANAGEMENT ACTION
<b>1<sup>st</sup> Infraction</b>	Management shall issue a written <i>Notice of Non-Compliance</i> to the Tenant that will remind the Tenant of the Smoke-Free Policy and their obligation to comply with said policy in accordance with their Lease Agreement.
<b>2<sup>nd</sup> Infraction</b>	Management shall issue a <i>Second Notice of Non-Compliance</i> in writing to the Tenant along with a copy of this policy, citing potential consequences for future violations of their Lease Agreement.
<b>3<sup>rd</sup> Infraction</b>	Management shall schedule a Private Conference with the Tenant.
<b>4<sup>th</sup> Infraction</b>	Management shall refer to FRHA legal counsel for lease enforcement.

Once a Tenant has incurred a fourth violation, the matter will be treated as a breach of the public housing Lease Agreement. Legal action may be taken for violation of the Smoke-Free Policy. Where feasible, legal action may be resolved or avoided by written agreement to comply.

At each stage in the enforcement procedure, FRHA staff will seek to remind non-compliant tenants about the opportunity to participate in a smoking cessation programs, although this reminder shall not be a prerequisite to enforcement.

**E. RESIDENT TO PROMOTE SMOKE FREE POLICY AND TO ALERT LHA OF VIOLATIONS**

Tenants are expected to comply with the policy as they would any section of the lease. Tenants shall inform all household members, guests, visitors and service providers of the Smoke-Free Policy.

Tenants shall promptly notify FRHA Management in writing of any incident wherein tobacco smoke is migrating into the Tenant's dwelling unit from sources outside of the Tenant's dwelling unit. If a Tenant or employee notices or observes any other type of violation of this policy, he/she may submit a voluntary report to FRHA Management.

**F. FRHA TO PROMOTE SMOKE-FREE POLICY**

FRHA shall inform each tenant of the Smoke-Free Policy at the time of Lease signing and any time thereafter as may be deemed appropriate. FRHA will install conspicuous no-smoking signs at entrances and exits, in common areas on building exteriors noting "No Smoking", "This is a smoke-free environment", "No-smoking within 25 feet of the building", and the like.

FRHA shall promote this policy in meetings and discussions with tenants and enforce compliance with this policy. FRHA will make information about smoking cessation resources available on-site to help interested tenants learn more about quitting smoking. FRHA may continue to promote cessation resources for tenants when FRHA, in its discretion, deems it helpful. FRHA understands the effort it will take for tenants to comply with this policy but the health of all tenants must be considered.

Smoke-free housing does not mean that smokers are prohibited from living in FRHA developments. It simply means that tenants and visitors are not allowed to smoke anywhere inside or within 25 feet outside of any FRHA housing or administrative office building.

**G. EFFECT OF BREACH AND RIGHT TO TERMINATE LEASE**

A breach of this policy shall give each party all the rights contained herein, as well as the rights contained in the Lease. A material or continuing breach of this policy shall be a material breach of the Lease and grounds for termination of the Lease by the FRHA in accordance with the procedure set out in the Lease.

**H. FRHA IS NOT A GUARANTOR OF SMOKE FREE ENVIRONMENT**

The FRHA's adoption of a smoke-free policy does not make the FRHA nor any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of Tenant's unit and common areas. However, the FRHA shall take reasonable steps to enforce the smoke-free terms of its lease and to make its properties as smoke-free as is reasonably possible.

FRHA will address violations of this policy upon the FRHA's actual knowledge of said smoking or if the FRHA has been given written notice of said smoking and said notice can be substantiated. FRHA may also discover violations of the policy as part of a unit inspection or other observations by FRHA personnel.

**I. DISCLAIMER BY FALL RIVER HOUSING AUTHORITY**

The FRHA's adoption of a Smoke-Free Policy does not in any way change the standard of care that the FRHA would have to a tenant 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. FRHA 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. The FRHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

Tenant acknowledges that FRHA's ability to police, monitor or enforce the agreements of the Smoke-Free Policy is dependent in significant part on voluntary compliance by all tenants and their household members and guests. Tenants with respiratory ailments, allergies or a physical or psychological condition relating to smoke are put on notice that the FRHA does not assume any higher duty of care to enforce the smoke-free lease addendum than any other FRHA obligation under the Lease.

**J. IMPLEMENTATION DATE:**

This Policy shall be effective as of **November 1, 2017**.

This Smoke-Free Policy shall be communicated to all current FRHA employees and tenants 30 days prior to its effective date, and at the time of employment for all new employees and prior to admission to public housing and/or prior to the signing of any new lease agreements.

**K. SMOKE-FREE LEASE ADDENDUM**

The Smoke-Free Lease Addendum is attached hereto and made a part hereof. The Lease Addendum shall be controlling. If there is a conflict between this Policy and the Lease Addendum, the Lease Addendum shall control.

Upon adoption of the policy, all new tenants will be given a copy of this Smoke-Free Policy and will sign the Smoke-Free Lease Addendum.

Upon adoption of the policy, all current tenants will be given a copy of this Smoke-Free Policy and will sign the Smoke-Free Lease Addendum at least 30 days before the effective date. Section XX of the FRHA Lease Agreement allows changes to the Lease (including a Smoke-Free Lease Addendum) with written notice to the Tenants of 30 days.

The signed Smoke-Free Lease Addendum will be kept in the Tenant's file and a copy given to the Tenant.

## FALL RIVER HOUSING AUTHORITY SMOKE-FREE HOUSING LEASE ADDENDUM

**POLICY:** It is the policy of the Fall River Housing Authority (FRHA) to seek to promote and enforce a smoke-free living environment.

**LEASE ADDENDUM:** Tenant and all members of Tenant's family or household are parties to a written Lease Agreement (herein referred to as the "Lease") with Fall River Housing Authority (herein referred to as "FRHA"). The following additional terms, conditions, and rules 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.

- A. PURPOSE:** 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; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.
- B. DEFINITION OF SMOKING:** The term "smoking" means inhaling, exhaling, breathing, burning or carrying any lit cigarette, cigar, pipe or other tobacco product or similarly lighted smoking material, including marijuana, in any manner, form or derivative.
- C. SMOKE-FREE AREAS:** Tenant agrees and acknowledges that the **premises to be occupied by Tenant and members of Tenant's household, and all living units and interior common areas** including but not limited to community bathrooms, lobbies, community rooms, laundry rooms, hallways, stairwells, elevators, management/administrative offices, electrical closets, storage units, maintenance garages, childcare centers, and entryways are designated as smoke-free.
- Further, Tenant agrees and acknowledges that **all outdoor areas within 25 feet of Fall River Housing Authority housing and administrative buildings** including but not limited to patios, balconies, stairways and attached structures, are also designated as smoke-free.
- Tenant and members of Tenant's household shall not smoke anywhere in said smoke-free areas nor shall Tenant permit any guests or visitors under the control of the Tenant to smoke in said smoke-free areas.
- D. TENANT TO PROMOTE SMOKE-FREE POLICY AND REPORT SUSPECTED VIOLATION:** Tenant shall inform all of their household members, guests, and visitors of the Smoke-Free Policy. Further, Tenant shall promptly notify FRHA Management in writing of any incident wherein tobacco smoke is migrating into the Tenant's dwelling unit from sources outside of the Tenant's dwelling unit.
- E. FALL RIVER HOUSING AUTHORITY TO PROMOTE SMOKE FREE POLICY:** FRHA shall inform each new and current tenant of the Smoke-Free Policy at the time of Lease signing and any time thereafter as may be deemed appropriate. FRHA will install conspicuous No Smoking signs at entrances and exits, in common areas on building exteriors noting "No Smoking", "This is a smoke-free environment", "No-smoking within 25 feet of the building", and the like.

New tenants will be required to sign a Smoke-Free Lease Addendum at the time of lease up. Current tenants will sign the Smoke-Free Lease Addendum at least 30 days before the effective date. The signed Smoke-Free Lease Addendum will be kept in the Tenant's file and a copy given to the Tenant.

**F. FALL RIVER HOUSING AUTHORITY NOT A GUARANTOR OF SMOKE FREE ENVIRONMENT:** The FRHA’s adoption of a Smoke-Free Policy does not make the FRHA nor any of its managing agents the guarantor of Tenant’s health or of the smoke-free condition of Tenant’s unit and common areas. However, the FRHA shall take reasonable steps to enforce the smoke-free terms of its lease and to make its properties as smoke-free as is reasonably possible.

FRHA will address violations of this policy upon the FRHA’s actual knowledge of said smoking or if the FRHA has been given written notice of said smoking and said notice can be substantiated. FRHA may also discover violations of the policy as part of a unit inspection or other observations by FRHA personnel.

**G. EFFECTS 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 contained in the Lease. A material or continuing breach of this Addendum shall be a material breach of the Lease and grounds for termination of the Lease by the FRHA in accordance with the procedure set out in in the Lease.

**H. DISCLAIMER BY FALL RIVER HOUSING AUTHORITY:** The FRHA’s adoption of a Smoke-Free Policy does not in any way change the standard of care that the FRHA would have to a tenant 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. FRHA 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. The FRHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

Tenant acknowledges that FRHA’s ability to police, monitor or enforce the agreements of the Smoke-Free Policy is dependent in significant part on voluntary compliance by all tenants and their household members and guests. Tenants with respiratory ailments, allergies or a physical or psychological condition relating to smoke are put on notice that the FRHA does not assume any higher duty of care to enforce the smoke-free lease addendum than any other FRHA obligation under the Lease.

**I. EFFECTIVE DATE:** This Smoke-Free Lease Addendum shall be effective on November 1, 2017.

\_\_\_\_\_  
Printed Name of FRHA Manager

\_\_\_\_\_  
Tenant Name, Printed

\_\_\_\_\_  
Signature of FRHA Manager/Representative

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date Signed by FRHA Manager/Representative

\_\_\_\_\_  
Date Signed by Tenant

**Failure to sign the Smoke-Free Lease Addendum does not eliminate or exclude the responsibility of tenants to abide by the Smoke-Free Housing Policy set forth by the FRHA Board of Commissioners at their Regular Meeting on August 14, 2017.**