

## WINTHROP HOUSING AUTHORITY

### **NON-SMOKING POLICY and LEASE ADDENDUM (EFFECTIVE July 1, 2017)**

**POLICY:** It is the Policy of the Winthrop Housing Authority (WHA) to promote and enforce a “Smoke-free” living environment. To that end, the WHA will institute and enforce a No Smoking Policy Lease Addendum for the protection of all tenants of all WHA-owned properties. It is understood and acknowledged by the parties that this No Smoking policy shall not be used to disqualify any applicant to any WHA program or tenant of the WHA.

**APPLICABILITY:** This policy shall apply to all Tenants, members of Tenant’s family or household; to all guests/employees/service providers of Tenant and to any parties having business on the premises.

**LEASE ADDENDUM:** This addendum states the following additional terms, conditions and rules which 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.

- 1. Purpose of Non-Smoking Policy.** WHA desires to mitigate (i) the irritation and negative health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; and (iii) the increased risk of fire from smoking
- 2. Definition of Smoking.** The term “smoking” means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe or other lighted smoking device for burning tobacco or other plant or substance in any manner or in any form.
- 3. Non-Smoking Area.** Tenant agrees and acknowledges that the following shall be non-smoking areas: premises to be occupied by Tenant and members of Tenant’s household, the building where Tenant’s dwelling is located, in any of the common areas or adjoining grounds of such building including any interior common areas, but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, reception areas, stairways, offices and elevator, and outside on any common walkway, balcony and outside anywhere within 25 feet of any operable building entrance/window. The use of electronic cigarettes or other vapor, gas, or mist nicotine device is prohibited in any WHA common area or office. Tenant and members of Tenant’s household shall not smoke anywhere in above defined Non-smoking areas, nor shall Tenant permit any guests, employees, service providers or other individuals under their control to smoke in Non-smoking areas. The WHA shall also not allow any of its employees, contractors or vendors to smoke within any Non-smoking area.
- 4. Tenant to Promote Non-Smoking Policy and to Alert WHA of Violations.** Tenant shall inform Tenant’s guests of the non-smoking policy. Further, Tenant shall promptly give the WHA a written tenant complaint form on any incident where tobacco smoke is migrating into the Tenant’s unit from sources outside of the Tenant’s unit.
- 5. WHA to Promote Non-Smoking Policy.** WHA shall inform each Tenant and applicant of the No Smoking Policy at the time of Lease signing and anytime thereafter as may be deemed appropriate. WHA shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the Non-Smoking area.

6. **WHA Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that WHA's adoption of non-smoking policy and its efforts to designate WHA as non-smoking does not make the WHA or any of its managing agents the guarantor of Tenant's health or the non-smoking condition of the Tenant's unit and the common areas. However, WHA shall take reasonable steps to enforce the non-smoking terms of its leases and to make the Non-Smoking area as smoke-free as is reasonably possible. WHA is not required to take steps in response to smoking unless WHA knows of said smoking or has been given written notice of said smoking as detailed above. WHA may also discover violations of this lease addendum as part of a unit inspection or other observation by WHA.

7. **Effect 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. Repeated breaches of the Addendum shall be considered a material breach of the Lease and grounds for termination of the Lease in accordance with the procedure set out in the Lease.

- 1st Violation - Site staff will visit the resident and document whether or not (s)he smelled or witnessed evidence of smoke inside the unit. Staff will follow-up the visit with a letter acknowledging the conversation and the outcome. ("Friendly Warning Letter")
- 2nd Violation - If the problem repeats, send a 10 Day compliance notice and information regarding cessation assistance. After the 10 days are up, post a 48 Hour Notice for unit inspection.
- 3rd Violation – Another repeat violation will result in a 10 Day compliance notice and a warning letter. ("Violation Warning Letter") After the 10 days are up, post a 48 Hour Notice for unit inspection.
- 4th Violation – If the violation persists, a 10 day notice to comply and/or possible eviction proceedings will be initiated if necessary.

8. **Disclaimer by WHA.** Tenant acknowledges that WHA's adoption of a non-smoking policy does not in any way change the standard of care that the WHA or managing agent otherwise would have to a Tenant household to render buildings and premises designated as non-smoking, any safer, more habitable, or improved in terms of air quality standards than any other rental premises. WHA 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. WHA cannot and does not warranty or promise that the rental premises or common areas will be free from second-hand smoke. Tenant acknowledges that WHA's ability to police, monitor, or enforce the agreements of Addendum is dependent in significant part on voluntary compliance by all Tenants and their household members and guests. Tenants who may have respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that WHA does not assume any higher duty of care to enforce this Addendum than any other obligation under the Lease.

**Failure to sign the Lease Addendum does not eliminate or exclude the responsibility of Tenants to abide by the Policy set forth by WHA Board of Commissioners at their February 27, 2017 Meeting.**