

HAVERHILL HOUSING AUTHORITY SMOKE-FREE POLICY

1. Purpose. The purpose of the Haverhill Housing Authority (HHA) Smoke-Free Policy is to mitigate irritation and known health effects of secondhand smoke for residents, guests, contract workers and HHA employees. In addition, the smoke-free policy is intended to decrease the risk of fire in HHA units and reduce the cost of maintenance and cleaning resulting from smoking.

2. Definition of Smoking: Smoking is defined as inhaling, exhaling, breathing or carrying any lit cigar, cigarette, pipes, other tobacco product or similarly lighted smoking material in any manner or in any form. In addition, smoking shall include the use of E-cigarettes and similar products by which vapor is inhaled.

3. Smoke Free Areas: Effective **July 1, 2018**, all buildings on HHA property will be smoke-free buildings. All living units and interior areas, including but not limited to community bathrooms, lobbies, community rooms, laundry rooms, hallways, stairways, elevators, management and administrative offices, balconies, entryways, hallways, porches are designated as smoke-free. Also designated as smoke-free areas are HHA walkways, lawns and parking areas within 25 feet of building windows or doors located anywhere on all HHA property.

The Haverhill Housing Authority staff, contractors, current residents, all guests, and all new residents of the Haverhill Housing Authority shall not smoke, nor permit anyone to smoke, in smoke-free areas except that, notwithstanding the provisions above, residents and their guests shall be permitted to use E-cigarettes and similar products by which vapor is inhaled in their own living units.

4. Smoking Areas: The Haverhill Housing Authority staff, contractors, current residents, all guests, and all new residents of the Haverhill Housing Authority are permitted to smoke on HHA property **beyond 25 feet** of building windows, building doors, and playgrounds.

5. Resident Report of Suspected Violation: If a resident or HHA employee notices or observes a violation of this policy, they may submit a voluntary report to the housing authority as soon as possible. Management will seek the source of the smoke and take appropriate action.

6. Promotion of this Smoke Free Policy. The HHA will post no-smoking signs and promote this policy in meetings and discussions with residents, and enforce compliance with this policy. There will be smoking cessation information available for all residents that will provide information on outside smoking cessation programs, tips on how to quit, and informational pieces about what support one can expect from insurance providers. The Haverhill Housing Authority will support and work with resident councils or resident groups who may wish to use community rooms within developments to hold non-smoking support groups for residents. New residents will be given a copy of the smoke free policy and will be required to sign a smoke free lease addendum at the time of lease up. This will be kept in the resident's file. Current residents will be provided with a copy of this Smoke Free Policy and will be required to sign a smoke free Lease Addendum that will be kept in resident's file, with a copy provided to the resident.

7. Lease Enforcement of the Smoke-Free Policy: Head(s) of Household will sign a Lease Addendum and agree that all members of the household and all guests of the household will abide by the Smoke Free Policy. Each Head-of-Household will be responsible to ensure that all household members, their visitors and their guests adhere to the Smoke Free Policy. A breach of the Smoke-Free Lease Addendum constitutes a breach of the lease and grounds for initiation of the enforcement remedies. Residents in breach of this policy will receive a verbal warning upon the first violation; a written warning on the second violation; and a request for a conference with HHA administration on the third violation. Through

all enforcement steps, the housing authority will share cessation resources with the resident. Upon the fourth violation, the HHA may commence eviction proceedings, in which case it will send the Resident a written Pre-Termination Conference Notice. Residents shall have the right to file a grievance under the HHA's grievance policy if the matter is not otherwise resolved to the satisfaction of the Resident.

8. Haverhill Housing Authority/Landlord not a guarantor of smoke-free environment.

The HHA's adoption of a smoke-free policy does not make the HHA or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of Resident's unit and common areas. However, the HHA shall take reasonable steps to enforce the smoke-free terms of its leases and to make the non-smoking areas as smoke-free as is reasonably possible. The HHA will address violations of this policy upon the HHA's actual knowledge of said smoking or if the HHA has been given notice of said smoking and said notice can be substantiated.

9. Disclaimer by Haverhill Housing Authority/Landlord. The HHA's adoption of a smoke-free policy does not in any way change the standard of care that the HHA would have to a resident 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. The HHA specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. The HHA cannot and does not warrant or promise that the rental premises or common areas will be free from second hand smoke. The HHA's ability to police, monitor, or enforce the agreements of the Smoke Free Lease Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests, as well as by all residents and guests in other parts of the smoke-free area. Residents with respiratory ailments, allergies or a physical or psychological condition relating to smoke are put on notice that the HHA does not assume any higher duty of care to enforce the smoke free lease addendum than any other HHA obligation under the Lease.

Adopted by the Board of Commissioners – May 3, 2018