

## SMOKE FREE POLICY

Effective July 30, 2018

Tenants and all members of Tenant's family or household are parties to a written lease with the Rogersville Housing Authority (RHA). This policy states the following additional terms, conditions, and rules which are hereby incorporated into the Apartment Lease Agreement.

### PURPOSE

RHA desires to 1) mitigate the irritation and known health risks from secondhand smoke; 2) reduce and eliminate the increased maintenance and cleaning costs caused by smoking within the residence; 3) reduce and eliminate the increased risk of a fire caused within the residence due to smoking.

### DEFINITIONS

**"Smoking"** means engaging in an act that generates smoke, such as: possessing a lighted pipe, a lighted hookah pipe, a lighted cigar, or a lighted cigarette of any kind including electronic cigarette (vape); or lighting or igniting a pipe, a hookah pipe, a cigar, or a cigarette of any kind, or an electronic cigarette.

**"Smoke"** includes, but is not limited to, tobacco smoke, marijuana smoke, and smoking any other products, legal or illegal.

**"Tobacco Product"** means any substance containing tobacco leaf and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the exception that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

### SMOKE FREE POLICY

Smoking anywhere inside the dwelling units or building of the apartment community is strictly prohibited. All forms of smoking inside any dwelling unit, building, or interior of any portion of the community area are strictly prohibited, as well as in outdoor areas within 25-feet from public housing administrative and maintenance office buildings. Any violation of the no-smoking policy is a material and substantial violation of the Lease Agreement.

This policy extends to, but is not limited to, the leasing offices, building interiors, common areas, dwelling units, all interior areas of the community and all other spaces whether in the interior of the community or in the enclosed spaces on community grounds.

Even though smoking may be permitted in outdoor areas of the apartment community, RHA reserves the right to direct that occupants, family, guests, and invitees stop smoking in those areas if smoke is entering a dwelling or building or if it is interfering with the health, safety, or welfare or disturbing the enjoyment of the premises, or business operations of RHA, other residents, or guests.

**Compliance:** Enforcement of this Smoke Free Policy is a joint responsibility that requires occupants' cooperation in reporting incidents or suspected violations of smoking. Occupants must report the violations of the no-smoking policy before RHA is obligated to investigate and act, and occupants must cooperate with RHA in prosecution of any violation. RHA shall take reasonable steps to ensure compliance with the terms and provisions of this policy. Residents shall be responsible for informing guests, visitors, invitees and / or service contractors of the Smoke Free Policy and shall ensure they comply with this Smoke Free Policy. Residents will be financially responsible for any costs incurred by RHA due to violation(s) of the Smoke Free Policy by guests, visitors and / or service contractors. Costs incurred includes up to a \$25 charge for removing cigarette butts from anywhere on the property that are not properly disposed of. Further, residents shall promptly notify RHA of any incident involving smoking or migrating secondhand smoke.

**Disclaimer:** By signing the Public Housing Dwelling Lease Agreement, which incorporates this policy, Resident acknowledges the following: a) that the adoption and / or enforcement of the Smoke Free Rule shall not make RHA a guarantor of resident's health or of the smoke-free condition of the resident's apartment and the common areas; b) the adoption and / or enforcement of the Smoke Free Rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the resident; and c) that RHA's ability to police, monitor, or enforce the Smoke Free Rule is dependent in significant part on compliance by the resident and resident's guests. **RHA is not required to take steps in response to smoking unless RHA receives a notice of the presence of cigarette smoke, via RHA agent, personal knowledge, and / or written notice by a resident.** RHA 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. RHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

**Lease Violations:** Residents are responsible for the actions of their household, their guests, and visitors. Failure to adhere to any of the conditions of this policy will constitute both a material non-compliance with the Lease Agreement and a serious violation of the Lease Agreement. In addition to eviction, residents who violate this policy will be financially responsible for any damages resulting from smoking, such as increased maintenance, cleaning, and turnover cost.

**Enforcement Procedures:** The RHA shall give a tenant five (5) 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 an exclusive description of enforcement steps and is subject to change in general or for specific cases:

1<sup>st</sup> Infraction – Verbal Warning

2<sup>nd</sup> Infraction – Management shall issue a written Notice of Non-Compliance to the tenant that will remind the tenant of the Smoke Free Policy and their obligation to comply with said policy in accordance with the Lease Agreement.

3<sup>rd</sup> Infraction – Management shall issue a Second Notice of Non-Compliance in writing to the tenant along with a copy of this policy, citing potential consequences for future violations of their Lease agreement.

4<sup>th</sup> Infraction – Management shall schedule a private conference with the tenant.

5<sup>th</sup> Infraction – Management shall refer to RHA Legal Counsel for lease enforcement.

**At vacancy, if the apartment is damaged by smoke, the RHA will keep a portion or all of the Security Deposit and may charge an extra fee depending on the damage.**

**Acknowledgement:** By signing the Public Housing Dwelling Lease Agreement, residents acknowledge that a violation could lead to termination of right of possession or the right to occupy the dwelling unit and premises. If the resident or someone in the resident's household is a smoker, the resident should carefully consider whether they will be able to abide by the terms of this policy. Before signing, resident must advise the RHA whether anyone who will be living in the dwelling is a smoker.