

SMOKE-FREE POLICY
RESOLUTION NO. 17-05
Lease Addendum No. 20
Stevens Point Housing Authority

The Stevens Point Housing Authority (SPHA) has adopted a SMOKE-FREE POLICY for its housing in accordance with the provisions of Department of Housing & Urban Development (HUD) 24 CFR Parts 965 and 966. It has been well established that smoking cessation has demonstrated health benefits, and that second hand smoke represents serious health risk to non-smokers.

HUD requires all Public Housing Authorities to implement a policy prohibiting the use of prohibited tobacco products in all public housing living units, administrative buildings, community rooms or community facilities, laundry rooms, electrical closets, and storage units, stairways, entry ways, playgrounds, picnic areas.

This policy applies to any and all persons living in SPHA properties, including residents, their guests and visitors and to all persons entering SPHA properties including Authority contractors and employees.

1. Purpose of No-Smoking Policy. 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; and (iii) the increased risk of fire from smoking.

2. Definitions:

HUD does not define "smoking", but rather "prohibited tobacco products".

Prohibited tobacco products are defined as:

- 1) Items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars and pipes.
- 2) To the extent not covered by paragraph (1) of this section, water pipes (hookahs), Electronic Nicotine Delivery Systems (ENDS or e-cigarettes, e-cigars, e-pipes or under any product name.) are also prohibited.

3. Smoke-Free Complex.

Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household have been designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in the unit rented by Resident, or the building where the Resident's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Resident permit any guests or visitors under the control of Resident to do so.

The smoke free area will extend to all outdoor areas up to 25 feet way from public housing units playgrounds and administrative office buildings.

4. Determining resident violation of no smoking policy. Examples of violations include, but are not limited to:

- Staff witnesses a resident, resident's guest, family member, or service provider smoking in non-smoking areas under resident's control.
- Staff witnesses a lighted smoking product in an ashtray or other receptacle in non-smoking areas under resident's control.
- Damages to the interior of the property (i.e. carpets, countertops) that are the result of burns caused by smoking products.
- Evidence of smoking in a unit includes, but is not limited to, cigarette or other smoking product smells, smoke clogged filters, ashes, smoke film/smoke damage to walls.
- Repeated reports to staff of violations of this policy by third parties.

5. **Resident to promote no-smoking policy and to alert landlord of violations.** Resident shall inform Resident's guests of the no-smoking policy. Further, Resident shall promptly give the Housing Authority a written statement of any incident where tobacco smoke is migrating into the Resident's unit from sources outside the Resident's apartment unit.

6. **Housing Authority to promote no-smoking policy.** Housing Authority shall post no-smoking signs in conspicuous places on the grounds of the apartment complex. The Housing Authority will inform residents who are interested in smoking cessation resources.

7. **Other residents are Third-Party Beneficiaries of resident's agreement.** Resident agrees that the other residents at the complex are third-party beneficiaries of Resident's no-smoking lease addendum with the Housing Authority. *(In layman's terms, this means that Resident's commitments in this lease addendum are made to the other Residents as well as to Housing Authority.)*

A Resident may bring legal action against another Resident related to the no-smoking lease addendum, but a Resident does not have the right to evict another Resident. Any legal action between Residents related to this no-smoking lease addendum shall not create a presumption that the Housing Authority breached this no-smoking lease addendum.

8. **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 in the Lease. A material breach of this lease addendum shall be considered a material breach of the lease and grounds for enforcement actions, including eviction, by the Housing Authority. The enforcement steps are as follows:

1. First violation: Resident shall receive a verbal warning
2. Second violation: Resident shall receive a written warning, 5-Day Notice to Remedy Default or Vacate Premises.
3. Third violation: Resident shall be considered in default under the terms of the residential lease agreement. In such case, the resident will receive a 30-Day Notice to Terminate their Lease.

9. **Disclaimer by Housing Authority.** Resident acknowledges that Housing Authority's adoption of a no-smoking policy and the efforts to designate the rental complex as no-smoking do not in any way change the standard of care that the Housing Authority or managing agent would have to a Resident household to render buildings and premises designated as no-smoking any safer, more habitable, or more improved in terms of air quality standards than any other rental premises.

Housing Authority 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. Housing Authority cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

Resident acknowledges that Housing Authority's ability to police, monitor, or enforce the agreements of this lease addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests. Housing Authority shall take reasonable steps to enforce the no-smoking policy.

Housing Authority is not required to take steps in response to smoking unless Housing Authority knows of said smoking or has been given written notice of said smoking. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Housing Authority does not assume any high duty of care to enforce this lease addendum than any other Authority obligation under the Lease.

Adopted as Resolution 12-03 by the Stevens Point Housing Authority Board of Commissioners of the Community Development Authority of the City of Stevens Point at their meeting on December 4, 2012. Revised by the Board of Commissioners of the Stevens Point Housing Authority on June 27, 2017 as Resolution 17-05.

Chair

Secretary

Date

Date

Group/Shared/Handbooks...Smoke-Free Policy 2017