

# Leominster Housing Authority

## Anne O'Connor Village

### Smoke-Free Policy

1. **Policy:** Beginning April 1, 2016, it is the policy of the Leominster Housing Authority (LHA) to promote and enforce a smoke free living environment. To that end the Leominster Housing Authority will institute and enforce a non-smoking Lease Addendum for the protection of all residents of the Anne O'Connor Village development. It is understood and acknowledged by the parties that this smoking policy shall not be used to disqualify any applicant of the Leominster Housing Authority.
2. **Applicability:** This policy shall apply to all Tenants, members of Tenant's family or household, to all guests of Tenant and to any parties having business on the premises.
3. **Purpose of No-Smoking Policy:** The parties desire to: (a) reduce the irritation and known health effects of secondhand smoke and/or electronic vapor; (b) decrease maintenance, cleaning and redecorating costs that result from smoking and/or electronic vapor; (c) decrease the risk of fire from smoking; and (d) lower the costs of fire insurance.
4. **Definition of Smoking:** The term 'smoking' means inhaling, exhaling, breathing, or carrying or possessing any lighted cigar, cigarette, pipe or other tobacco product or similar lighted product in any manner or in any form. This shall include any form of electronic cigars, cigarettes or other vapor producing tobacco product, similar vapor producing product or other lighted smoking materials.
5. **Smoke-Free Complex:** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household, and any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, office and elevator, and including entry ways, porches balconies and patios have been designated as a Non-Smoking living environment. Tenant, members of Tenant's household and Tenant's guests shall not smoke anywhere in said Non-Smoking living environment, including the unit rented by Tenant, the building where Tenant's dwelling is located, or in any of the common areas or adjoining grounds of such building including the steps, patios or yards, nor shall Tenant permit any guests or visitors under the control of Tenant to smoke in said Non-Smoking living environment. Smoking will be permitted only in the designated areas.
6. **Outdoor Smoking Area:** Smoking is allowed within the location(s) of a designated "Smoking Area" outside of each building. The designated smoking area may be moved or eliminated altogether at any time (without a change within the lease or addenda thereto) at the discretion of the Leominster Housing Authority Board of Commissioners, which may result in no smoking anywhere on the property. Tenants are permitted to smoke in designated areas on housing authority property. The LHA is not a guarantor of the Tenant's Safety during tenant's use of a designated smoking area.
7. **Tenant to Promote No-Smoking Policy and to Alert LHA of Violations:** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give LHA a written

statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.

8. **LHA to Promote No-Smoking Policy:** LHA shall inform each Tenant at the time of Lease signing and any time thereafter as may be deemed appropriate. LHA will make smoking cessation materials available to Tenant.
9. **LHA Not a Guarantor of Smoke-Free or Environment:** Tenant acknowledges that LHA's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not make the LHA or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, LHA shall take reasonable steps to enforce the smoke free terms of its leases and to make the complex smoke-free. LHA is not required to take steps in response to smoking unless LHA knows of said smoking or has been given written notice of said smoking. LHA may also discover violations of this lease policy as part of the annual or routine unit inspection by LHA.
10. **Effect of Breach and Right to Terminate Lease:** A breach of this Smoke-Free Policy shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Policy shall be a material breach of the lease and may be grounds for immediate termination of the Lease by the LHA.
11. **Disclaimer by LHA:** Tenant acknowledges that LHAs adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free does not in any way change the standard of care that the LHA or managing agent would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards or security standards than any other rental premises. LHA specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improve air quality standards than any other rental property. LHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke of electronic vapor products. Tenant acknowledges that LHA's ability to police, monitor, or enforce the agreements of this Policy is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that LHA does not assume any higher duty of care to enforce this policy than any other LHA obligation under the Lease.

Resolution \_\_\_\_\_

Adopted on this \_\_\_\_\_ day of \_\_\_\_\_ 2016