

Bristol Housing

# Smoke-Free Housing

[Effective May 01, 2018]

Approved by Board of Commissioners  
M. Scott Morefield, Chairman  
April 25, 2018

# **Bristol Housing**

## **Smoke-Free Housing Policy**

### **24 CFR Parts 965 and 966**

The Department of Housing and Urban Development (HUD) has implemented a Rule that requires each Public Housing Authority administering public housing to implement a smoke-free policy. Specifically the Rule requires each Public Housing Authority to implement a policy prohibiting lit tobacco products and all smoking in any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, electrical rooms, storage rooms or closets, stairwells, offices, elevators and within all living units in public housing, and Public Housing Authority administration office buildings and vehicles (in brief, a smoke-free policy for all public housing indoor areas.) The Housing Authority is also prohibiting electronic nicotine delivery systems (ENDS) and is including it in this policy's definition of Smoking. This policy extends to all outdoor areas within twenty-five (25) feet from housing (doors/entrances, windows, balconies, & porches) and administrative office buildings and maintenance facilities.

HUD is requiring implementation of smoke-free public housing to improve indoor air quality in housing, benefit the health of public housing residents & staff, reduce the risk of catastrophic fires, and lower overall maintenance costs. This policy applies to all residents, resident's families, resident's guests, visitors, contractors, service personnel, and employees.

### **Definitions**

- 1) **Public Housing** – Public Housing is defined as low-income housing, and all necessary appurtenances (e.g. community facilities, public housing offices, day care centers, and laundry rooms) thereto, assisted under the U.S. Housing Act of 1937 (the 1937 Act), other than assistance under section 8 of the 1937 Act.
- 2) **Development/Property** – All Housing Authority's developments and properties are included in this policy and all related administrative offices / maintenance facilities.
- 3) **Smoking** - The term "smoking" means igniting, inhaling, exhaling, breathing, or carrying or possessing any lit cigar, cigarette, pipe, water pipe referred to as hookahs or other tobacco product or similar lighted product in any manner or in any form or any other device containing tobacco, marijuana or other legal or illegal substance that burns. This definition also includes electronic nicotine delivery systems (ENDS) including electronic cigarettes ("e-cigarettes").
- 4) **Indoor Areas** – Indoor Areas is defined as living units/apartments. Indoor common areas include electrical rooms and closets, storage rooms or closets, community bathrooms,

lobbies, hallways, laundry rooms, stairways, offices, elevators and all public housing administrative offices/buildings, maintenance facilities, and vehicles.

- 5) **Individual Apartment /Units** - Individual Apartment/Units are defined as the interior and exterior spaces tied to a particular apartment/unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathrooms, patios, balconies, porches, and apartment entryway areas.
- 6) **Common areas** - Common areas are areas that are open to all residents, resident's families, resident's guests, visitors, contractors, service personnel, employees and members of the public. Common areas include:
  - (a) Any inside space
  - (b) Entryways/Entrances
  - (c) Patios, porches, and balconies
  - (d) Lobbies
  - (e) Hallways and stairwells
  - (f) Elevators
  - (g) Management offices
  - (h) Maintenance offices and inventory areas
  - (i) Public restrooms
  - (j) Community rooms
  - (k) Community kitchens
  - (l) Common areas also include any other area of the buildings or developments where residents, resident's families, resident's guests, visitors, contractors, service personnel, employees, and members of the public may go.

### **Purpose of Policy**

- 1) To mitigate the irritation and known health effects of secondhand smoke. Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke) causes premature death from respiratory disease, cancer or heart disease. Smoking is the number one cause of preventable disease in the United States.
- 2) Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke) causes premature death from respiratory disease, cancer or heart disease. According to the EPA, secondhand smoke exposure causes disease and premature death in children and adults who do not smoke. People with chronic diseases such as asthma or cardiovascular disease are particularly vulnerable to the effects of secondhand smoke. Secondhand smoke lingers in the air for hours after cigarettes have been extinguished and can migrate between apartments in multifamily buildings.
- 3) To allow all administrative and maintenance staff the opportunity to perform their job duties in an environment that is nonsmoking.

- 4) Minimize the maintenance, cleaning, painting, and restoration costs associated with smoking.
- 5) Decrease the risk of smoking-related fires to property and personal safety. Fires that are caused by lighted tobacco products, principally cigarettes, constitute the leading cause of residential fire deaths.

### **Effective Date**

The Effective Date shall be May 01, 2018. All residents, resident's families, resident's guests, visitors, contractors, service personnel, employees, and members of the public in and/or on Bristol Housing property will be prohibited from smoking inside the buildings, common areas, including all housing apartments starting on that date. Smoking is only allowed **beyond twenty-five (25) feet from all housing (doors/entrances, windows, balconies, & porches) and administrative office buildings / maintenance facilities.**

### **Resident Responsibilities and Lease Violations**

- 1) Residents are prohibited from smoking within twenty-five (25) feet of all housing (doors/entrances, windows, balconies, & porches) and administrative office buildings / maintenance facilities.
- 2) Residents are responsible for the actions of their household, their guests, and visitors. Any resident, including the members of their household, guests, or visitors will be considered in violation of the lease if found smoking in any Bristol Housing facility or apartment, or anywhere on Bristol Housing property that is deemed as a nonsmoking area. Visual observation of smoking is not necessary to substantiate a violation of this Smoke Free Housing Policy. For example, the presence of smoke, tobacco smoke odor, or smoke stains within an apartment in combination with butts, ash trays, or other smoking paraphernalia will be considered significant evidence of a policy violation. **Two (2) violations will be considered to be a serious violation of the material terms of the lease and will be cause for non-curable eviction.** In addition, resident will be responsible for all costs to remove smoke odor or residue upon any violation of this policy.
- 3) Any deviation from the Smoke Free Housing Policy by any resident, a member of their household, or their guest or visitor will be considered a lease violation. A cleaning charge of \$250.00 will be added to the resident account for each violation of the policy that occurs in the apartments, building common areas, or any other nonsmoking area on or in

the Bristol Housing properties. (Any cigarette butts not properly disposed of may also be cause for a cleaning service charge.)

- 4) No smoking signs will be posted both outside and inside the buildings, offices and common areas of the Bristol Housing properties. Residents will be responsible to inform all their household, family, guests, and visitors that their apartment is smoke free and that their housing may be affected by violators.
- 5) If the smell of tobacco smoke is reported, Bristol Housing will seek the source of the smoke and appropriate action will be taken. Residents are encouraged to promptly give Property Management staff a written statement of any incident where smoke is migrating into the resident's apartment from sources outside of the resident's apartment.

## **ENFORCEMENT**

If a tenant is found to be in violation of the Smoke Free Housing Policy, the following steps will be taken:

**First offense** – The first documented occurrence will result in a “First-Strike Warning” and an assessment of \$250.00 to the resident to cover the cost of fumigating, painting, repairing, and/or correcting damage caused by tobacco smoke.

**Second offense** - The second documented occurrence will result in Lease termination.

## **Adoption of Policy by Resident**

Upon approval of this policy, all residents currently living in Bristol Housing apartments and new residents will be given a copy. After review, both current & incoming residents will be required to sign the Smoke Free Housing Policy Agreement. A copy will be retained in the resident file. Failure to sign and/or return the Smoke Free Housing Policy Agreement to the Property Management office in a timely manner will result in a written warning, and if still not received after the two warnings, eviction. All current residents who smoke will be provided with resources for a cessation program upon request. The development’s Project Manager / Assistant will provide information on cessation program accessibility.

## **Disclaimers and Representations**

- 1) The Smoke Free Housing Policy does not mean that residents and/or employees will have to quit smoking in order to live and/or work at Bristol Housing developments and offices or drive its vehicles.
- 2) Bristol Housing is not Guarantor of Smoke Free Environment – Bristol Housing's adoption of the Smoke Free Housing Policy, and the efforts to designate portions of developments as non-

smoking does not make Bristol Housing or any of its Board of Commissioners, officers, employees or agents the guarantor of resident's health or of the smoke free condition of the non-smoking portions of developments. However, Bristol Housing will take reasonable steps to enforce the Smoke Free Housing Policy. Bristol Housing is not required to take steps in response to smoking unless it has actual knowledge of the smoking and the identity of the responsible resident / violator.

- 3) Disclaimer – Bristol Housing’s adoption of a non-smoking living environment, and the efforts to designate portions of its developments as non-smoking does not in any way change the standard of care that Bristol Housing has under applicable law to render its developments any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Bristol Housing specifically disclaims any implied or express warranties that the air quality in the apartment or the building containing the apartment will improve or be any better than any other rental property. Bristol Housing cannot & does not warranty or promise that its developments will be free from secondhand smoke. Bristol Housing’s adoption of the Smoke Free Housing Policy does not in any way change the standard of care that it has to the residents’ apartments and the common spaces.
- 4) Bristol Housing’s ability to police, monitor, or enforce the Smoke Free Housing Policy is dependant in significant part on the voluntary compliance by residents, resident’s household, resident’s families, resident’s guests, and visitors.
- 5) Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Bristol Housing does not assume any higher duty of care to enforce this policy than any other Landlord obligation under the Lease. Bristol Housing is not responsible for smoke exposure even if the resident, a member of the resident’s household, resident’s families, resident’s guests, or visitors have respiratory ailments, allergies, or any other physical or mental condition relating to smoke.
- 6) Even though Bristol Housing has adopted a Smoke Free Housing Policy it cannot guarantee that smoking will never happen.
- 7) In apartments that were previously smoked in, the effects of that smoking may still linger.

**FAILURE TO SIGN THE ATTACHED AGREEMENT AND/OR RETURN IT TO THE PROPERTY MANAGEMENT OFFICE IN A TIMELY MANNER WILL BE CONSIDERED A LEASE VIOLATION AND PUT YOU AT RISK OF EVICTION.**

**BRISTOL HOUSING**  
**SMOKE FREE HOUSING POLICY**  
**AGREEMENT**

I, \_\_\_\_\_, acknowledge receipt of Bristol  
Print Name  
Housing's *Smoke Free Housing Policy* which will become effective on May 01, 2018.

I acknowledge that I have read and agree to abide by the *Smoke Free Housing Policy* and understand that it is included and has become a binding and enforceable part of my lease with Bristol Housing and that any violations of said policy will result in the following:

**1<sup>st</sup> Offense** The first documented occurrence will result in a "First Strike" Warning being issued and a fine of \$250.00 being assessed against me to cover the cost of fumigating, repairing, or correcting damage caused by tobacco smoke.

**2<sup>nd</sup> Offense:** The second documented occurrence will result in Lease termination.

Resident Signature: \_\_\_\_\_

Apartment Number/Address: \_\_\_\_\_

Date: \_\_\_\_\_

FAILURE TO SIGN THIS AGREEMENT AND/OR RETURN IT TO THE PROPERTY MANAGEMENT OFFICE IN A TIMELY MANNER WILL BE CONSIDERED A LEASE VIOLATION AND PUT YOU AT RISK OF EVICTION.