

# **NORTH ANDOVER HOUSING AUTHORITY SMOKE-FREE POLICY**

**Effective April 1, 2016**

**PURPOSE:** In order to mitigate the irritation and health effects of second hand smoke, the North Andover Housing Authority implemented a Smoke-Free Housing Policy. Effective **April 4, 2016**, this policy serves to:

**1. PROTECT THE HEALTH OF RESIDENTS FROM SECOND HAND SMOKE**

There is significant evidence that exposure to smoke, direct or second-hand, causes adverse health conditions including respiratory illnesses, cardiovascular disease like stroke and coronary heart disease, cancer, and asthma.

**2. PREVENT FIRES AND FIRE RELATED DEATHS FROM SMOKING**

Statistics show that smoking is a primary cause of home fire deaths.

**3. REDUCE THE COST OF UNIT TURNOVER**

When apartments are vacated by smokers there are additional costs incurred to turn over the unit due to smoke stains, residue, and odors caused by cigarette smoke. Additional cleaning to try to remove smoke residue, additional treatment of walls and ceilings to cover smoke stains, additional painting, replacing carpeting, flooring, blinds as well as cleaning ducts and fans and appliances.

**4. PROTECT NAHA PROPERTY FROM DAMAGE**

Protection of property from fires, odor, stain, and damage ensures the greatest availability of housing units.

**Definition of Smoking:**

Smoking is defined as inhaling, exhaling, breathing or carrying any lit cigar, cigarette, pipe, other tobacco product or similarly lighted smoking material in any manner or in any form.

E-cigarettes and Vapor or “Vape” Pens are considered smoking under this policy and are not allowed. Tenants with medical marijuana prescriptions must utilize edible forms of the medication while on NAHA property.

**Definition of a Smoke Free area:**

In addition to all common areas such as lobbies, hallways, stairways, elevators, management offices, community rooms, and parking lots, smoking will be prohibited in all apartments. Smoking is prohibited on the grounds of all NAHA properties including lawns, parks, walkways and parking lots, etc. The NAHA **does not** have designated smoking areas. The entire NAHA is a smoke free campus. Any tenant guest/aide/worker must also adhere to the policy. Tenants are responsible for their guests as outlined in the NAHA lease.

**Lease Enforcement of the Smoke-Free Policy:**

A violation of the smoke-free policy shall be considered a breach of the lease and shall give NAHA all of the enforcement rights contained in the lease.

**Promotion of the Smoke-Free Policy:**

NAHA shall post no-smoking signs, promote the policy as appropriate in meetings and discussions with residents, and enforce compliance with the policy. Residents are expected to comply with the policy as they would any section of the lease.

It is important to understand that smoke-free housing does not mean that smokers are prohibited from living in NAHA developments. It simply means that tenants and visitors must smoke off the property.

## **SMOKE-FREE ENFORCEMENT PLAN**

*1st Violation - Verbal warning and reminder reiterating the smoke-free policy.*

*2nd Violation* – The resident will receive a request for a private conference with their Property Manager and/or Executive Director.

*3rd Violation* – The resident will receive formal notice of lease violation and legal action.

Legal action will be taken for violation of the Smoke-Free Policy. Where feasible, legal action may be resolved or avoided by written agreement to comply.

**NON-SMOKING LEASE ADDENDUM**  
**Board Adopted February 18, 2016**

This Addendum is incorporated into the Lease between The North Andover Housing Authority (LHA) and Tenant of The North Andover Housing Authority.

**1. Purpose of Non-Smoking Policy.** The NAHA desires to mitigate (i) the irritation and negative 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. Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe, marijuana, vapor cigarettes, e-cigarettes or other tobacco product or other lighted product in any manner or in any form. Prescribed medical marijuana for medicinal purposes must be utilized in a non-smoking form (ie; candies, chewable pills, etc.).

**3. All of North Andover Housing Authority Properties are completely Non-Smoking.** 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, reception areas, stairways, offices and elevator, and including entry ways, porches, balconies and patios, all North Andover Housing Authority property has been designated as a Non-smoking living environment. Tenant and members of Tenant's household shall not smoke anywhere in said Non-Smoking living environment, including in 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, health aides or visitors under the control of Tenant to smoke in said Non-Smoking living environment.

**4. Tenant to Promote Non-Smoking Policy and to Alert LHA of Violations.** Tenant shall inform Tenant's guests of the non-smoking policy. Further, Tenant shall promptly give the LHA a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's unit.

**5. LHA to Promote Non-Smoking Policy.** The LHA shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the North Andover Housing Authority.

**6. LHA Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that LHA's adoption of a non-smoking living environment does not make the LHA or any of its managing agents the guarantor of Tenant's health or of the non-smoking condition of the Tenant's unit and the common areas. However, the NAHA shall take reasonable steps to enforce the non-smoking terms of the lease and to make the properties of the North Andover Housing Authority smoke-free in every reasonable way possible. 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.

**7. 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 contained in the Lease. A material or continuing breach of this Addendum shall be a material breach of the Lease and grounds for termination of the Lease by the LHA in accordance with the procedure set out in in the Lease.

**8. Disclaimer by LHA.** Tenant acknowledges that LHA's adoption of a non-smoking living environment, does not in any way change the standard of care that the LHA or managing agent otherwise would have to a Tenant household to render buildings and premises designated as non-smoking, any safer, more habitable, or improved in terms of air quality 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 improved 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. Tenant acknowledges that

LHA's ability to police, monitor, or enforce the agreements of Addendum is dependent in significant part on voluntary compliance by all Tenants and their household members and guests. Tenants who may have 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 Addendum than any other LHA obligation under the Lease.