

# Smoke Free Policy

## The Town of Bristol Housing Authority

Adopted by the Board of Commissioners April 13, 2017

Effective June 13, 2017

### **PURPOSE:**

Out of concern for the effect that second hand smoke has on those with respirators or other health related conditions, and because Environmental Tobacco Smoke can migrate between unit in multifamily housing, causing respiratory illness, heart disease, cancer and other adverse health effects, The Town of Bristol Housing Authority (BHA) Board of Commissioners has declared that Benjamin Church Manor located at 1014 Hope Street, Bristol, Rhode Island, will be designated as Smoke Free. The parties intend to mitigate (a) the known health effects of second hand smoke, as well as the irritation it can cause; (b) the increased costs of maintenance and cleaning resulting from smoking; (c) the risk of fire associated with smoking; and (d) the increased costs of fire insurance for a non smoke free buildings. Tenants and all members of tenant's family or household are parties to a written lease with the landlord (lease.) All residents, guests, employees, contractors and business invitees must abide by the following rules and regulations.

### **DEFINITIONS:**

Smoking means inhaling, exhaling, breathing or carrying any lighted or heated cigarette, cigar, or other tobacco product or plant product in any manner or form. The term smoking also includes the use of electronic cigarettes.

**Electronic cigarette** means any electronic device that provides vapor derived from liquid nicotine and/or other substance to the user while simulating smoking. This term shall also include these devices whether manufactured or referred to as e-cigarette, e-cigar, e-pipe or under any product name.

**Water Pipes or Hooka** refer to devices for smoking that use charcoal or coal to heat tobacco and draw smoke through water and hose.

### **REGULATION OF SMOKING (INDOOR AND OUTDOOR):**

**Smoke-Free Complex:** Tenant acknowledges and agrees that the premises to be occupied by tenants and tenant's household members are designated as a smoke free living environment. The tenants and tenant's household members will not smoke anywhere in the unit rented by tenant, or the building

where the tenant's unit is located. This includes any and all common areas and/or adjoining grounds of that building and other areas of the rental community. Tenant will not permit any guests, visitors or contractors under the control of the tenant to smoke in these areas.

A location at each public housing site will be designated by Management that is twenty five (25) feet from entranceways where smoking of tobacco products by residents and guests will be permitted. Other plant based or synthetic products including marijuana, otherwise prohibited by the federal government, are not permitted anywhere in or on the premises. The twenty five foot distance is a reasonable distance from any unit to ensure that tobacco smoke does not enter enclosed area of buildings. BHA does however reserve the right to revoke this provision of a designated smoking areas at any time if it is determined that smoking in that area poses a safety hazard, increases insurance liability, or contradicts regulation or policy published after this policy is instituted.

Contractors and vendors of the Bristol Housing Authority or its residents are not allowed to smoke anywhere in or on premises. They must use sidewalks or off-property areas.

Any and all smoking waste or litter is to be disposed of. Dedicated receptacles are provided and it is mandatory that these be used for the disposal of extinguished smoking remains to avoid fire hazard.

**Tenant Duties as to Promotion of No-Smoking Policy, Report of Violation and Responsibility for Damage** includes the tenant's responsibility to inform tenant's guests of the no-smoking policy. Tenant also has the responsibility of giving landlord prompt written statement of any incident where tobacco smoke is migrating into tenant's unit from sources outside tenant's unit.

Tenants will be financially responsible for damages incurred by tenant and/or tenant's guest(s). If direct or indirect property damage or personal injury occur as a result of a tenant or tenant's guest(s) violation of the No-Smoking Policy, tenant will be financially responsible to pay for this damage.

**Landlord Duties to Promote No Smoking Policy** include the posting of no-smoking signs at entrances, exits, hallways, common areas, etc. Landlord will also post the designated area(s) where smoking will be permitted.

**Other Tenants are Third party Beneficiaries of Tenant's Agreement** in that the Tenant agrees that the other tenants of the BHA are the third party beneficiaries of tenant's smoke free addendum agreements with landlord (meaning the Tenant's commitments in this Addendum are made to the other Tenants as well as to Landlord.) A tenant may sue another tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another tenant. Any suit between tenants shall not create a presumption that the landlord breached this addendum.

**Effect of Breach and Right to Terminate Lease:** The first and second violation of this smoke free policy will result in a written warning. The third violation will be considered a material breach of this policy. A material breach of the policy shall be a material breach of the lease and grounds for immediate termination of the lease by BHA.

#### **DISCLAIMER:**

**Landlord is Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that the landlord's adoption of a smoke free living environment and the efforts to designate the rental complex as smoke free, do not in any way change the standard of care that BHA 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 than any other premises, nor make the landlord or any of its managing agents the guarantor of tenant's health or of the smoke-free condition of the tenant's unit and common areas.

BHA cannot warrant or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges the BHA's ability to police, monitor, enforce the agreements of this policy is dependent in significant part on voluntary compliance by residents and residents' guests. Residents with respiratory ailments, allergies or any other physical or mental condition related to smoke are put on notice that BHA does not assume any higher duty of care to enforce this policy than any other BHA obligation under the lease. BHA will however, take reasonable steps to enforce the smoke free terms of its lease and to make the complex smoke free. Landlord is not required to take steps in response to smoking unless landlord has been given written notice of said smoking.

**NO SMOKING POLICY AGREEMENT**

I have received and read a copy of BHA's No Smoking Policy, and agree to abide by its provisions. I acknowledge that the terms of my lease area applicable to my agreement to the Policy.

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Resident/Applicant Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Resident/Applicant Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Employee Signature

\_\_\_\_\_

Date