

# **Enfield Housing Authority**

## **Smoke-Free Housing Policy**

The Enfield Housing Authority's goal in adopting this policy is to enhance the EHA's ability to provide a safe and healthy living environment

1. Smoking, defined herein as including but not limited to, the burning of any tobacco or other combustible or smoke producing product, is not permitted anywhere inside the properties owned or managed by the Enfield Housing Authority (EHA) or any entity in which the Enfield Housing Authority has a partnership or ownership interest. This policy shall apply to all residents, visitors, contractors, vendors, volunteers, and employees of the EHA.
2. This policy is effective immediately for all residents and guests who occupy a dwelling unit under a lease with the Enfield Housing Authority dated on or after **June 1, 2016** and all employees, volunteers, contractors, vendors, business invitees who provide services to any EHA properties. The policy shall become effective as to all other residents as of **January 1, 2017**.

Failure of any resident to follow the Smoke-Free Housing Policy will be considered a lease violation and will subject the Tenant to all lease enforcement procedures under the Enfield Housing Authority Admissions and Continued Occupancy Policy (ACOP), which includes termination of the lease.

3. The EHA will provide residents and employees with information about this Smoke-Free Housing Policy. Proper signage will be posted and printed material will be available to residents, visitors, contractors, volunteers and employees at the Main Office, located at 1 Pearson Way in Enfield.
4. Smoking outside of a building is permitted as long as it is done at least 25 feet away from any windows, exits or entrances. Smokers will be responsible for properly disposing of tobacco products and packaging.
5. In circumstances where smoking is observed and/or reported, the Enfield Housing Authority will seek the specific source of the tobacco or other smoke and take appropriate action consistent with the enforcement of this policy.
6. For the health and safety of the Enfield Housing Authority employees and their representatives, no resident or guest may burn any tobacco or other combustible or smoke producing product in a dwelling unit during any site visit by an employee, agent or representative of the Enfield Housing Authority. If any resident or their guest refuses to extinguish the prohibited substance prior to the employee or representative entering the unit, or if the resident ignites a combustible or smoke producing product while an employee or representative remains in the unit, the employee or representative may vacate the dwelling and may not return until such time as there is no longer any prohibited substance burning. This may result in a delay of services to the unit.
7. New residents will be given (2) two copies of the Smoke-Free Housing Policy. After review, the resident will sign one copy and return the executed copy to the Enfield Housing Authority Main Office. The signed copy will be placed in the resident's file.
8. Upon adoption of this policy, all current residents of properties covered by this policy will be given (2) two copies of the policy. After review, the resident will sign one copy and return the executed copy to the Enfield Housing Authority Office. The signed copy will be placed in the resident's file.

9. Resident acknowledges that the EHA's adoption of a Smoke-Free Housing Policy does not make the EHA or any of its managing agents the guarantor of any occupant's health or of the non-smoking condition of the Resident's unit and the common areas. The EHA is not required to take steps in response to smoking. However, the EHA agents and/or employees may take steps if they directly observe smoking or the indication of smoking; or the EHA has been given written notice of said smoking. Resident acknowledges the following: a) that the adoption and/or enforcement of the Smoke-Free Housing Policy shall not make the EHA a guarantor of any occupant's health; b) the adoption and/or enforcement of the Smoke-Free Housing Policy shall not, in any way, change EHA's duty of care owed to the Resident or other occupants; and c) that the EHA's ability to police, monitor, or enforce the Smoke-Free Housing Policy is dependent in significant part on compliance by the Resident and/or occupants. The EHA 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. The EHA cannot and does not warranty or promise that the unit or common areas will be free from secondhand smoke originating from off of EHA property. Residents and/or occupants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the EHA does not assume any higher duty of care to enforce this lease provision than any other EHA obligation under the Lease.

**RESIDENT CERTIFICATION**

*I have read and understand the above Smoke-Free Housing Policy, and I agree to comply fully with the provisions. I understand that failure to comply may constitute cause for termination of my lease.*

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Head of Household Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature (EHA): \_\_\_\_\_ Date: \_\_\_\_\_