

## SECTION XXIX

## EAST HARTFORD HOUSING AUTHORITY SMOKE-FREE HOUSING POLICY

### 1. Purpose

The smoke-free housing policy disallows the use of “Prohibited Tobacco Products” as defined in 24 CFR 965.653 (c) in all indoor areas of public housing, including but not limited to living/dwelling units, indoor common areas, electrical closets, storage units, laundry rooms, and PHA administrative office buildings(s) and in all outdoor areas within 25 feet of any public housing building or unit which also includes all balconies and porches (Collectively now known as “Restricted Areas”). The purpose of this policy is intended to improve indoor air quality in public housing, benefit the health of public housing residents, visitors, and PHA staff by reducing the exposure of Second Hand Smoke (SHS), reduce the risk of catastrophic fires and lower overall maintenance costs.

### 2. Definitions

As used in the Smoke-Free Housing Policy

“**Designated Smoking Areas**” means any additional smoking area that has been clearly marked by EHHA that is determined to be outside the 25’ foot mandatory perimeter from any unit or Public Housing building for use of smoking any prohibited tobacco product. Any such area will have seating and shade, will be accessible for persons with disabilities by way of paved pathway, ramp and adequate lighting.

“**ENDS**” is an acronym for Electronic Nicotine Delivery System and is used to deliver nicotine to the smoker that does not emit smoke but a “vapor”. This product is not currently included as a “prohibited tobacco product” in HUDS final rule but has been added to EHHA’s policy as a “Prohibited Tobacco Product”.

“**Hookahs**” are smoking devices that use coal or charcoal to heat tobacco, and then draw the smoke through water and a hose to the user. Hookahs can typically be used by one or more person and produces Second Hand Smoke (SHS) into the environment.

“**Restricted Smoking Area**” means any Public Housing indoor areas such as all apartments, indoor common areas, including electrical closets, storage units/areas, laundry rooms, Administration offices and buildings, and outdoor areas up to 25’ feet from any Public Housing apartment or building(s) which includes all porches and balconies. **ABSOLUTELY NO SMOKING WILL BE ALLOWED IN ANY “RESTRICTED SMOKING AREA”.**

“**Prohibited Tobacco Products**” is defined by HUD in the publication of its Final Rule as “Cigarette’s, Cigar’s, Pipes, and Waterpipes (Hookahs). EHHA has identified and included in this policy two additional “Prohibited Tobacco Products” they are Marijuana and all ENDS Products.

“SHS” is an acronym for Second Hand Smoke. It is the nicotine laced byproduct emitted into the environment by a smoker when exhaling a burnt tobacco product that any person near a smoker that can subsequently be inhaled by any other person(s).

### **3. Notifications Regarding Applicable Provisions**

EHHA will notify all current Public Housing Residents, Employees, Contractors, and all current waiting list Applicants of the new Smoke-Free Housing Policy by delivering and/or mailing of General Informational Notices (GINs). Additionally, EHHA will hold residential meeting and Public Hearings as required by HUD during the development of the Smoke-Free Housing Policy and the implementation period.

### **4. Policy Outline – Goals, Objectives and Activities**

The Goals and Objectives of this policy are:

- A. Improve indoor air quality in public housing for its employees, residents, visitors, and PHA contractors;
- B. Improve the overall health of public housing residents, visitors, and PHA staff and its’ contractors by reducing the exposure to Second Hand Smoke (SHS);
- C. Reduce the risk of catastrophic fires in units and buildings;
- D. Lower overall maintenance costs.

The activities that can be expected during the development and implementation period are:

- E. Resident Meetings where all current residents will have a voice in the development of the policy and the process for implementation;
- F. Smoking Cessation materials will be provided to all current residents during all resident meetings and Public Hearings. Future residents will be given Smoking Cessation material prior to lease signing. In addition, EHHA will engage organizations to aid with Smoking Cessation classes and presentations that will help and support residents that would like to quit smoking;
- G. Signs will be posted on all buildings exits and entrances indicating “No Smoking Allowed” and advising all of the 25’ required “restricted area” surrounding each buildings perimeter. Future residents will be advised of the same prior to lease signing.

## **5. Lease Enforcement**

Failure of any resident or their guests to follow this Smoke-Free Housing Policy shall be considered a lease violation and will subject the resident to all lease enforcement procedures as outlined in Chapter 13 of EHHA's ACOP which includes termination of the dwelling lease and eviction from your apartment.

## **6. EHHA Not a Guarantor of Smoke-Free Environment**

The resident acknowledges that the EHHA's adoption of this Smoke-Free Housing Policy and a smoke-free living environment, do not make the EHHA or its agents the guarantor of the resident's health or of the smoke-free condition of the residents' unit and common areas. The EHHA shall take reasonable steps to enforce this Smoke-Free Housing Policy, provided they have been made aware of a violation of the Smoke-Free Housing Policy in writing.

## **7. Other Residents are Third Party Beneficiaries of Resident's Agreement**

The resident agrees that other residents in their complex(s) are third-party beneficiaries of resident's Smoke-Free Housing Addendum agreements with the EHHA. A resident may sue another resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another resident. Any suit between residents herein shall not create a presumption that the EHHA breached its Smoke-Free Housing Policy, Lease or Lease Addendum

## **8. Effect of Breach of Violation of Smoke-Free Housing Policy**

The first violation of the Smoke-Free Housing Policy by any resident will result in a written warning. The second violation will result in a Lease Violation Meeting. The third such violation may result in eviction proceeding being brought against the resident.

A Breach of this Smoke-Free Housing Policy shall give each party all rights contained herein, as well as the rights in the Lease, Lease Addendum, and resident Rules and Regulations. A material breach of the Lease and Lease Addendum, which amounts to a "Serious Nuisance" per Connecticut General Statue Sec. 47a-15, shall be a material breach of the Lease and will be good cause for immediate termination or non-renewal of the Lease by EHHA. If the resident should breach the Lease and Lease Addendum, the resident shall be responsible to reimburse the EHHA for all expenses incurred to restore the unit to a Smoke-Free condition.

## 9. Disclaimer by EHHA

The resident acknowledges that the EHHA's adoption of a Smoke-Free Housing Policy designed to create a smoke-free living environment and the efforts to designate its rental complex's as smoke-free in accordance with HUD's final rule, does not in any way change the standard of care that the EHHA or its agent would have to a resident 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 rental premises. EHHA specifically disclaims any implied or express warranties that the buildings, common areas, or residents' premises will have any higher or improved air quality standards than any other rental property. The EHHA cannot and does not warranty or promise that the rental premises or common areas will be free from Second Hand Smoke (SHS). The resident acknowledges that EHHA's ability to police, monitor, or enforce this Policy, Dwelling Lease, or Lease Addendum is dependent in significant part on compliance by the resident and the resident's guest. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke or Second Hand Smoke (SHS) are put on notice that the EHHA does not assume any higher duty of care to enforce this Policy, its' Lease, or Lease Addendum than any other EHHA obligation under the Lease, Lease Addendum and resident Rules and Regulation.