

BURLINGTON HOUSING AUTHORITY

SMOKE-FREE POLICY

Policy: It is the policy of the Burlington Housing Authority to promote and enforce a smoke-free living environment. To that end, the Burlington Housing Authority will institute and enforce a non-smoking Lease Addendum for the protection of all residents of the Burlington Housing Authority. Policy effective as of January 1, 2015.

Applicability: This policy shall apply to all Tenants, members of Tenant's family or household; to all guests of Tenant and to any parties having business on the premises. This will apply to all 705 Family Housing as well as Management Properties. This policy will enhance the effectiveness of state and local efforts to provide increased public health protection for residents of public housing. Smoking prevention is also an important method to reduce fires and fire related deaths and injuries in public housing where even one incident puts all residents at risk.

Lease Addendum: This addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease.

1. **Purpose of No-Smoking Policy:** The BHA desires to (a) reduce the irritation and known health effects of second-hand smoke; (b) decrease maintenance, cleaning, and redecorating costs that result from smoking; (c) decrease the risk of fire from smoking; and (d) lower the cost of fire insurance.
2. **Definition of Smoking Including:** The term 'smoking' means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form. 'Smoking' includes any vapors, steam, medical marijuana, e-cigarettes and devices and that can be inhaled.
3. **Non-Smoking Area:** Resident agrees and acknowledges that the premises to be occupied by Resident and Resident household members and any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry room, stairways, office and elevators, and including entryways, porches, balconies and patios have

been designated as a non-smoking living environment. Resident and household members shall not smoke anywhere in said Non-Smoking Area, nor shall Resident permit any guests or visitors under the control of Resident to smoke in said Non-Smoking Area.

4. **Resident to Promote No Smoking Policy and to Alert BHA of Violations:** Resident shall inform guests of the No Smoking Policy. Further, Resident shall promptly give the BHA a written statement of any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's unit.
5. **BHA to Promote No Smoking Policy:** BHA shall inform each Resident at the time of Lease signing and any time thereafter as may be deemed appropriate.
6. **BHA Not a Guarantor of Smoke-Free Environment:** Resident acknowledges that BHA's adoption of a non-smoking living environment does not make the BHA or any of its managing agents the guarantor of Resident's health or of the non-smoking condition of the Resident's unit and the common areas. However, BHA shall take reasonable steps to enforce the non-smoking terms of its leases and to make the complexes smoke free. BHA is not required to take steps in response to smoking unless BHA knows of said smoking or has been given written notice of said smoking. BHA may also discover violations of this lease addendum as part of the annual or routine unit inspection by BHA.
7. **Effects 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 in the Lease. A material breach of this Addendum shall be a material breach of the Lease and may be grounds for termination of the Lease by the BHA in accordance with the procedure set out in the Lease.
8. **Penalty for Violation of Non-Smoking Agreement:** Resident acknowledges that the penalty for smoking within the apartment may result in monetary fine and possible eviction. Monetary fines will be used towards the cost of apartment refurbishment. Fines will be imposed in the following manner:
 - First Offense:** Written Warning
 - Second Offense:** \$25.00 Fine
 - Third Offense:** Possible Eviction Proceedings

Amended 8/3/2017

Resident Certification:

I have read and understand the above Smoking Policy and Lease Addendum and I agree to comply fully with the provisions.

Executed on this _____ Day of _____, 2015

By:

Resident(s) Apt. #

BHA Representative

Failure to sign the Lease Addendum does not eliminate or exclude the responsibility of Residents to abide by the Policy set forth by BHA Board of Commissioners at the December 5, 2013 meeting.

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