

**Somerville Housing Authority
Smoke-Free Policy
(Adopted as of May 1, 2017)**

1. Purpose. The purpose of the Somerville Housing Authority (SHA) Smoke-Free Policy is to mitigate irritation and known health effects of secondhand smoke for residents, guests, contract workers and SHA employees. In addition, the smoke-free policy is intended to decrease the risk of fire in SHA units and reduce the cost of maintenance and cleaning resulting from smoking.

2. Definition of Smoking: Smoking is defined as the ignition and burning of tobacco leaves or marijuana such as (but not limited to) cigars, cigarettes, pipes, and waterpipes (hookahs). In addition, smoking shall include the use of E-cigarettes and similar products by which vapor is inhaled.

3. Smoke Free Areas: Effective September 1, 2016, all buildings on SHA property will be smoke-free buildings. All living units and interior areas, including but not limited to community bathrooms, lobbies, community rooms, laundry rooms, hallways, stairways, elevators, the Mystic Activity Center, management and administrative offices, balconies, entryways, hallways, porches are designated as smoke-free. Also designated as smoke-free areas are SHA walkways, lawns and parking areas within 25 feet of building windows or doors, and all playgrounds and tot-lots located anywhere on all SHA property.

The Somerville Housing Authority staff, contractors, current residents, all guests, and all new residents of the Somerville Housing Authority shall not smoke, nor permit anyone to smoke, in smoke-free areas except that, notwithstanding the provisions above, residents and their guests shall be permitted to use E-cigarettes and similar products by which vapor is inhaled in their own living units.

4. Smoking Areas: The Somerville Housing Authority staff, contractors, current residents, all guests, and all new residents of the Somerville Housing Authority are permitted to smoke on SHA property beyond 25 feet of building windows, building doors, playgrounds and tot-lots. In any SHA development where there is no area greater than 25 feet from the building windows, doors, playgrounds, and tot-lots, then the SHA shall designate (after consultation with tenants) one or more well-lit smoking areas for the residents and guests of that development. The SHA will post signs indicating these designated smoking areas. Smoking shall also be permitted on city-owned sidewalks regardless of the number of feet from SHA buildings and playgrounds.

5. Resident Report of Suspected Violation: If a resident or SHA employee notices or observes a violation of this policy, they may submit a voluntary report to the Housing Manager as soon as possible. Management will seek the source of the smoke and take appropriate action.

6. Promotion of this Smoke Free Policy. The SHA will post no-smoking signs and promote this policy in meetings and discussions with residents, and enforce compliance with this policy. There will be smoking cessation information available for all residents that will provide information on outside smoking cessation programs, tips on how to quit, and informational pieces about what support one can expect from insurance providers. The Somerville Housing Authority will support and work with resident councils or resident groups who may wish to use community rooms within developments to hold non-smoking support groups for residents. New residents will be given a copy of the smoke free policy and will be required to sign a smoke free lease addendum at the time



of lease up. This will be kept in the resident's file. Current residents will be provided with a copy of this Smoke Free Policy and will be required to sign a smoke free Lease Addendum by July 30, 2018. This will be kept in the resident's file, with a copy provided to the resident.

7. Lease Enforcement of the Smoke-Free Policy: Head(s) of Household will sign a Lease Addendum and agree that all members of the household and all guests of the household will abide by the Smoke Free Policy. Each Head-of-Household will be responsible to ensure that all household members, their visitors and their guests adhere to the Smoke Free Policy. A breach of the Smoke-Free Lease Addendum constitutes a breach of the lease and grounds for initiation of the enforcement remedies. Residents in breach of this policy will receive a verbal warning upon the first violation; a written warning on the second violation; and a request for a conference with the Housing Manager on the third violation. Through all enforcement steps, the Housing Manager will share cessation resources with the resident. Upon the fourth violation, the SHA may commence eviction proceedings, in which case it will send the Resident a written Pre-Termination Conference Notice. Residents shall have the right to file a grievance under the SHA's grievance policy if the matter is not otherwise resolved to the satisfaction of the Resident. The SHA will only pursue eviction in court as a last resort.

8. Somerville Housing Authority/Landlord not a guarantor of smoke-free environment. The SHA's adoption of a smoke-free policy does not make the SHA nor any of its managing agents the guarantor of Resident's health or of the smoke-free condition of Resident's unit and common areas. However, the SHA shall take reasonable steps to enforce the smoke-free terms of its leases and to make the non-smoking areas as smoke-free as is reasonably possible. The SHA will address violations of this policy upon the SHA's actual knowledge of said smoking or if the SHA has been given notice of said smoking and said notice can be substantiated.

9. Disclaimer by Somerville Housing Authority/Landlord. The SHA's adoption of a smoke-free policy does not in any way change the standard of care that the SHA or managing agent would have to a resident household to render buildings and premises designated smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. The SHA 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 SHA cannot and does not warrant or promise that the rental premises or common areas will be free from second hand smoke. The SHA's ability to police, monitor, or enforce the agreements of the Smoke Free Lease Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests, as well as by all residents and guests in other parts of the smoke-free area. Residents with respiratory ailments, allergies or a physical or psychological condition relating to smoke are put on notice that the SHA does not assume any higher duty of care to enforce the smoke free lease addendum than any other SHA obligation under the Lease.