**PURPOSE OF NON-SMOKING POLICY**:

1. To Protect the Health of Residents from Secondhand Smoke: There is evidence that exposure to smoke, direct or secondhand, causes adverse health conditions including, but not limited to, respiratory illnesses, cardiovascular disease, like stroke and coronary heart disease, cancer, and asthma.
2. To Prevent Fires and Fire-related Deaths from Smoking: Smoking is a primary cause of home fire deaths.
3. To Reduce Unit Turnover Costs: When apartments are vacated by smokers, there are additional costs incurred for turnover due to stains, residues and odors caused by cigarettes. Work can include additional treatment of walls and ceilings to cover smoke stains, additional painting, replacing carpeting, flooring, blinds and cleaning of ducts and fans and appliances.
4. To Protect Property from Damage: Protection of property from fires, odor or stain damage ensures the greatest availability of housing units.
5. **DEFINITION OF SMOKING**: Smoking shall also include the combustion or vaporization of any cigarette, cigar, pipe, other product containing any amount of tobacco, marijuana, like substance, or any derivative thereof. The use of so-called electronic cigarettes and other like nicotine delivery systems (excluding FDA approved cessation products) shall be deemed smoking.
6. **NON-SMOKING AREA**: Resident agrees and acknowledges that the premises to be occupied by Resident and members of the Resident’s household, and any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, and offices, and including entry ways, porches, balconies and patios have been designated as a non-smoking living environment. Resident and members of Resident’s household shall not smoke anywhere in said non-smoking living environment, including in the unit rented by Resident, the building where Resident’s dwelling is located, or in any of the common areas or adjoining grounds of such building, including steps, patios or yards, nor shall Resident permit any guests or visitors under the control of Resident to smoke in said non-smoking living environment.
7. **SMOKING AREAS**: Smoking is allowed within the designated smoking area, which is located near the Community Building and clearly designated “Smoking Area”. The designated smoking area may be moved or eliminated altogether at any time (without a change in the lease) at the discretion of the Norton Housing Authority Board of Commissioners, which may result in no smoking anywhere on the property.
8. **RESIDENT TO PROMOTE NON-SMOKING POLICY AND TO ALERT LHA OF VIOLATIONS**: Resident shall inform Resident’s guests of the non-smoking policy. Further, Resident shall promptly give the LHA a written statement of any incident where tobacco smoke is migrating into the Resident’s unit from sources outside of the Resident’s unit.
9. **LHA TO PROMOTE NON-SMOKING POLICY**: The LHA shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the non-smoking area.
10. **LHA NOT A GUARANTOR OF SMOKE-FREE ENVIRONMENT**: Resident acknowledges that LHA’s adoption of a non-smoking living environment does not make the LHA 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, LHA shall take reasonable steps to enforce the non-smoking terms of its leases and to make the Non-Smoking Area as smoke-free as is reasonably possible. LHA is not required to take steps in response to smoking unless LHA knows of said smoking or has been given written notice of said smoking.
11. **EFFECT OF BREACH AND RIGHT TO TERMINATE LEASE**: A breach of this Policy shall give each party all the rights contained herein, as well as the rights contained in the Lease. A material or continuing breach of this Policy shall be a material breach of the Lease and grounds for termination of the Lease by the LHA in accordance with the procedure set out in the Lease.
12. **DISCLAIMER BY LHA**: Resident acknowledges that LHA’s adoption of a non-smoking living environment does not in any way change the standard of care that the LHA or managing agent otherwise would have to a Resident household to render buildings and premises designated as non-smoking, any safer, more habitable, or improved in terms of air quality standards than any other rental premises. LHA 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. LHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that LHA’s ability to police, monitor or enforce the agreements of this Policy is dependent in significant part on voluntary compliance by all Residents and their household members and guests. Residents who may have respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that LHA does not assume any higher duty of care to enforce this Policy than any other LHA obligation under the Lease.
13. **IMPLEMENTATION DATE**: This Policy shall be effective as of June 1, 2015.
14. **CONSEQUENCES OF NON-COMPLIANCE**: The LHA shall give a Resident four opportunities to remedy non-compliance with this Policy:

1. The first infraction will result in a courtesy phone call to remind the Resident of this Non-Smoking Policy.
2. A second infraction will result in a letter to the Resident along with a copy of this Policy.
3. A third infraction will result in a Private Conference with the Resident.
4. A fourth infraction will result in a second Private Conference with the Resident. The Resident will be offered the opportunity to speak with a representative from Western Bristol County & Foxborough Tobacco & Alcohol Prevention Collaborative, should a representative be available at no cost to the LHA.
5. A fifth time a Resident is in non-compliance with this Policy, the matter will be referred to legal counsel for enforcement.

This policy was approved by the Board of Commissioners for the Norton Housing Authority on April 15, 2013 and re-approved on **October 13, 2015**.

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James Dinsel, Chairman