

East Providence Housing Authority

Smoke Free Policy & Lease Addendum *Effective 9/1/2013*

- 1. Purpose of No-Smoking Policy.** The East Providence Housing Authority desires to mitigate (i) the irritation and known health effects of secondhand smoke (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a smoke-free building, in the following buildings:

 - a. City View Manor, 99 Goldsmith Avenue, East Providence, RI 02914**
 - b. Goldsmith Manor, 115 Goldsmith Avenue, East Providence, RI 02914**
 - c. Harbor View Manor, 3663 Pawtucket Avenue, Riverside, RI 02915**
 - d. Warren Avenue Apartments, 182-188 Warren Avenue, East Providence, RI 02914**
- 2. Definition of Smoking.** The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product, as well as marijuana or similar lighted product in any manner or in any form.
- 3. Smoke-Free Housing Policy.** The Smoke Free Housing Policy means that smoking is prohibited by residents, their guests, and visitors in all interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, balconies, offices, elevators, and within all living units. Smoking is permitted only in designated areas outside the building. Designated areas will be a minimum of 25’ from building entrances and windows. Residents who live in EPHA buildings agree to and acknowledge the Smoke Free Housing Policy when they sign their lease/lease addendum. Violating the policy by smoking on EPHA Smoke-Free properties will constitute a lease violation and could result in enforcement actions up to and including eviction.
- 4. Proper Disposal of Cigarette Butts & Smoking Material.** Residents, guests, and visitors who smoke are required to smoke only in designated smoking areas and dispose of their smoking materials in proper ashtrays or receptacles, placed for the safe disposal of cigarette/cigar butts and lit matches. No person may dispose of cigarette butts or other lighted material on the ground.
- 5. Tenant to Promote No-Smoking Policy and to Alert PHA of Violations.** Tenant shall inform Tenant’s guests and visitors of the no-smoking policy. Further, Tenant shall promptly report to the EPHA, by way of a written or verbal statement, any incident where tobacco smoke is migrating into the Tenant’s unit from sources outside of the tenant’s unit. Tenant shall also report to EPHA when they witness a smoke-free policy violation in any part of the buildings or grounds, covered by this policy.
- 6. EPHA to Promote No-Smoking Policy.** EPHA shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.
- 7. Effect of Violation of Policy.** The following is an outline of the enforcement plan:

 - a. 1st Violation –** Visit to unit to provide a verbal warning. Tenant file documented
 - b. 2nd Violation –** Written warning and referral to Resident Services Coordinator
 - c. 3rd Violation –** Written warning, \$25.00 fine, and referral to Resident Services Coordinator
 - d. 4th Violation –** Eviction for failure to abide by the lease agreement/lease addendum

- 8. EPHA Not a Guarantor of Smoke-Free Environment.** The EPHA’s adoption of a smoke-free living environment and the efforts to designate the rental complex as smoke-free, do not make the EPHA or any of its managing agents, the guarantor of Tenant’s health or of the smoke-free condition of the tenant’s unit and the common areas. However, the EPHA shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. EPHA is not required to take steps in response to smoking unless the EPHA knows of said smoke or has been given written notice of said smoking.
- 9. Disclaimer by EPHA.** The EPHA’s adoption of a smoke-free living environment and the efforts to designate the rental complex as smoke-free, do not in any way change the standard of care that the EPHA or managing agent would have to a tenants 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. EPHA specifically disclaims any implied or express warranties that the building, common areas, or Tenant’s premises will have any higher or improved air quality standards than any other rental property. EPHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

Tenant Certification

I/We have read and understand the above smoke-free policy and I/We agree to comply fully with the provisions, effective September 1, 2013. I understand that this policy is an addendum to my dwelling lease and that failure to comply may constitute reason for termination of tenancy.

Building _____ Apartment Number _____

Head of Household – Print Name

Head of Household – Signature

Date

Other Adult – Print Name

Other Adult – Signature

Date

Other Adult – Print Name

Other Adult – Signature

Date

East Providence Housing Authority Staff Signature

Date

