

MERCER COUNTY HOUSING AUTHORITY

80 JEFFERSON AVENUE, SHARON PA 16146

SMOKE FREE POLICY

- I. **PURPOSE:** On December 6, 2016, the U.S. Department of Housing and Urban Development (HUD) published the Final Rule "Instituting Smoke-Free Public Housing." The Final Rule requires housing authorities to implement a policy that prohibits the use of prohibited tobacco products in all public housing units and interior areas, including but not limited to, hallways, rental and administrative offices, community centers, day care centers, laundry centers, (and similar structures), as well as outdoor areas within 25 feet from public housing and administrative office buildings. Mercer County Housing Authority is adopting this same policy Authority-wide, which covers the entire housing stock.

Implementing a Smoke-Free Housing Policy will mitigate (i) the irritation and known health effects caused by second-hand smoke; (ii) the maintenance, cleaning and rehabilitation costs attributable to smoking; and (iii) the increased risk of fire from smoking.

- II. **PROHIBITION:** This policy bans all prohibited tobacco products in all MCHA dwelling units, within all indoor common areas, administrative office and outdoor areas within 25 feet of MCHA Housing and any MCHA administrative office buildings.
- III. **DEFINITION OF "PROHIBITED TOBACCO PRODUCTS":** "Prohibited tobacco products" are defined as: (i) items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, waterpipes, hookahs and e-cigarettes.
- IV. **SMOKE FREE DEVELOPMENT:** I, the Resident, agree and acknowledge that the premises to be occupied by Resident and members of Resident's household have been designated as a smoke-free living environment. Resident, members of Resident's Household and guests under Resident's control shall not use prohibited tobacco products anywhere in the unit rented by Resident, in the building or in any of the common areas, playground areas, areas within 25 feet of any exterior MCHA unit window or door, and areas outside the Resident's unit, including balconies.
- V. **MCHA IS NOT A GUARANTOR OF SMOKE FREE ENVIROMENT:** MCHA promotes a Smoke-Free Housing Policy. Resident acknowledges that the adoption of a Smoke Free Housing Policy, and the efforts to designate the development as smoke-free housing does not make MCHA or any of its Agents the guarantor of Residents health or of the smoke free condition of Resident's unit and the common areas. However, MCHA will take reasonable steps to enforce the Smoke-Free Housing Policy.
- VI. **EFFECT OF BREACH AND RIGHT TO TERMINATE LEASE:** A breach of the Smoke-Free Housing Policy will result in a breach of the Lease Agreement. A material breach of the Smoke-Free Housing Policy

shall be considered a material breach of the Lease Agreement and grounds for immediate termination of the Lease. By signing this Smoke-Free Housing Policy, Resident acknowledges that MCHA may terminate the lease agreement if the Resident, a member of Resident's household, or any guest under Resident's control in any way violates or breaches the Smoke-Free Housing Policy.

**VII. PLAYGROUNDS:** The areas specific to where children play on the grounds of MCHA shall be designated as tobacco-free zones. This includes all areas where children can play. Young Lungs at Play signage shall be posted to designate said tobacco free zones.

**VIII. ENFORCEMENT:** Violation of MCHA's Smoke-Free Policy will be considered a breach of the lease agreement and may be grounds for eviction. Enforcement progression is based on violations per household, not per tenant and is subject to MCHA's Grievance Procedure. MCHA will utilize the following enforcement progression:

**1<sup>st</sup> Violation: Verbal warning followed by smoking cessation material.**

**2<sup>nd</sup> Violation: Written warning II and referral to cessation services.**

**3<sup>rd</sup> Violation: Written warning III private conference with manager, referral to cessation services.**

**4<sup>th</sup> Violation: 30-day termination notice issued for breach of policy grounds for termination of Lease.**

**IX. DISCLAIMER:** Resident acknowledges that MCHA's ability to police, monitor, or enforce the agreements of the policy is dependent in significant part on voluntary compliance by the Resident, members of Resident's household, and Resident's guest. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that MCHA does not assume any higher duty of care to enforce this Policy than any other obligation under the Lease and Pennsylvania Law.

**X. EFFECTIVE DATE:** May 1, 2018

Resident \_\_\_\_\_ Date \_\_\_\_\_

Landlord \_\_\_\_\_ Date \_\_\_\_\_