

# MEXICO HOUSING AUTHORITY

## SMOKE FREE POLICY

The U.S. Surgeon General has warned that breathing secondhand smoke for even a short time is dangerous. Children, the elderly and disabled, and low-income and other disadvantaged individuals and families are the most likely to suffer from breathing secondhand smoke. Secondhand smoke causes heart attacks and lung cancer and it makes asthma worse. Smoke-free housing is especially important for kids. Secondhand smoke can hurt their growing lungs, and kids and teens with asthma have difficulty breathing. Secondhand smoke is also associated with Sudden Infant Death Syndrome (SIDS). Research has demonstrated that smoke does not stay contained within individual apartments and as a result can harm residents in non-smoking apartments.

In an effort to protect nonsmokers, especially children, from the harmful effects of secondhand smoke the Mexico Housing Authority (MHA) will implement a smoke free policy at all of its owned and managed properties beginning April 1, 2017.

This policy bans smoking inside all buildings and structures owned or managed by the Mexico Housing Authority (MHA). The smoke free policy will be in full effect April 1, 2017 and this applies to all employees, residents and their guests.

**Purpose of Smoke-Free Policy.** The purpose of the Smoke-Free policy is to protect everyone's right to choose whether or not to smoke and to protect the interiors of buildings from damage caused by smoking. Smoking is not allowed inside any MHA-owned property, within a certain distance from public exterior entrances. This policy will take effect agency-wide April 1, 2017. Failure of any resident to follow the smoke-free policy will be considered a lease violation.

**Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing or carrying any lighted cigar, cigarette, hookah, e-cigarette or other tobacco product, incense or similar lighted product in any manner in any form.

The MHA promotes Smoke-Free Policy. "No Smoking" signs will be posted at all entrances to the buildings. "No Smoking" signs will be posted at the common areas. Smoke Free Building signs will be affixed to family site units.

**Smoking Areas.** Smoking outside the buildings is limited to at least 25 feet away from public entrances. At family sites, residents are asked to be considerate of open windows and doors when choosing where to smoke outside. Signage will be posted prohibiting smoking within 25 feet of units.

**Resident to Promote Smoke-Free Policy and to Alert Management of Violations.** Resident shall inform Resident's guests of the Smoke-Free policy. If residents smell smoke in any place in the smoke-free areas, they are encouraged to report this to the

Site Manager as soon as possible and identify the location. Management will seek the specific source of the smoke and take appropriate action.

The MHA Not a Guarantor of Smoke-Free Environment. The MHA's adoption of a smoke-free living environment and the efforts to designate MHA property as smoke-free, do not make the MHA or any of its managing agents the guarantor of the resident's health or of the smoke-free condition of the resident's unit and the common areas. However, the MHA will take reasonable steps to enforce the smoke-free terms of its leases. The MHA is not required to take steps in response to smoking unless the MHA knows of said smoking or has been given written notice of said smoking.

Other Residents are Third-Party Beneficiaries of Resident's Agreement. The Resident agrees that the other residents in MHA-owned properties are the third-party beneficiaries of the Resident's smoke-free addendum agreements with the MHA. (In layman's terms, this means that the Resident's commitments in a lease addendum are made to the other residents as well as to the MHA.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another resident. Any suit between residents herein shall not create a presumption that the MHA breached any lease addendum.

Effect 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 grounds for immediate termination of the lease by the MHA.

Violation of Smoke-Free Policy. A resident household will be determined to be in violation of the policies if:

- Staff witnesses a tenant, tenant's guest, family member, service provider or other person smoking or using incense inside a MHA-owned property.
- Staff witnesses a lighted smoking product in an ashtray or other receptacle inside a MHA-owned property.
- Damages to the interior of MHA-owned property that are the result of burns, nicotine stains and/or ashes caused by smoking products.
- Repeated reports to staff of violations of this policy by third parties.
- Clogged plumbing caused by a smoking product or products.

**Notification of Violation of Lease.** Violation notices will be issued in accordance with the HUD-approved lease as follows:

- First Offense: Staff will send the resident a gentle reminder of the smoking ban, including a copy of the lease addendum, and inform the resident of the smoking cessation resources the agency has available.

- Second Offense: Staff will send the resident a notice of a mandatory conference to discuss the policy and repeated violations. Property management staff will be present to assist the resident in developing strategies to help them comply with the policy in order to safeguard their housing. If the resident fails to attend the conference, he/she will receive a lease violation notice per MHA policy.
- Third Offense: Staff will send a 30-day notice of termination of housing – with option to remedy, information on the grievance policy and information on smoking cessation materials
- If resident does not comply, MHA will proceed with eviction. MHA will work closely with Audrain County Health Department throughout the enforcement process, referring those residents who would like extra assistance in finding services to organizations as applicable.

**Disclaimer by the MHA.** The resident acknowledges that the MHA's adoption of a smoke-free living environment and the efforts to designate the specific locations as smoke-free do not in any way change the standard of care that the MHA or managing agent would have to a resident household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in air quality standards than any other rental premises. The MHA 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 MHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that the MHA's ability to police, monitor, or enforce the agreements of this addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies or any other physical or mental condition relating to smoke are put on notice that the MHA does not assume any higher duty of care to enforce this addendum than any other landlord obligation under the lease.

New residents will be given a copy of the smoking policy. After review, the resident will sign the form and signed copy will be maintained in the resident's file.

Upon adoption of this policy, all current residents of properties covered by this policy will be given a copy of the policy. After review, the resident will sign the form and return it to the Manager's office, where it will be filed into the tenant's file. Any current damages to your unit caused by smoking, including cigarette burns in the vinyl, vanity, tile, counters and other locations MUST be reported and documented before April 1, 2017.

\_\_\_\_\_ date \_\_\_\_\_  
Resident

\_\_\_\_\_ date \_\_\_\_\_  
Resident