

# SMOKE FREE POLICY

## Purpose

The purpose of The Smoke-Free Policy is to mitigate (i) the irritation and known health effects of second hand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; and (iii) the increased risk of fire from smoking. Residents and all members of a resident's family, resident's guests as well as Housing Authority of the Town of Glastonbury's (GHA) employees, contractors and business invitees are covered by this policy.

## Definitions

**Smoking.** The term "smoking " means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, or other tobacco product or any plant product, including but not limited to marijuana, in any manner or in any form. Smoking also includes the use of an electronic cigarette or hookahs (water pipes).

**Electronic Cigarette.** The term "electronic cigarette" means any electronic device that provides a vapor or aerosol of liquid nicotine and /or any other substances to the user. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes, vape pen or under any product name or descriptor.

## Smoke Free Area

Smoking is prohibited in all living units and interior areas, including but not limited to bathrooms, lobbies, hallways, stairways, elevators, management offices, community rooms, laundry areas, exterior hallways/balconies, patios, stoops. Smoking is also prohibited with-in twenty-five (25) feet of any building.

The athletic field-open space area to the west of the buildings at Knox Lane Annex and east of Main Street is also designated as a smoke free area. The Community garden areas located at 43-45 Canione Road, the Herbert T Clark House and gravel parking lot to the west of the Hebert T Clark House are also designated as smoke free. All three of these areas are used by youth sports and other community activities.

## Resident Promotion of Smoke-Free policy and to alert GHA of Violations

Residents shall inform resident's family members and guests of the smoke-free policy. Further residents shall promptly give GHA a written statement of any incident where smoke is migrating into the resident's unit from sources outside of the resident's apartment unit.

## GHA Promotion of Smoke-Free Policy

GHA shall post no smoking signs in common areas and conspicuous places adjoining the grounds of the complex.

## Not a Guarantor of Smoke-Free Environment

Residents acknowledge that GHA's adoption of a smoke-free policy does not make GHA or any of its managing agents the guarantor of a resident's health or of the smoke-free condition of the resident's

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unit, common areas and grounds. However, GHA 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. GHA is not required to take steps in response to smoking unless the GHA knows of said smoking and has been given written notice of said smoking.

## **Enforcement of the Smoke-Free Policy**

A breach of this policy constitutes grounds for initiation of the enforcement remedies of the smoke-free policy. Breach of the provisions of the policy by a household member or guest of the resident constitutes a breach of the lease. Residents in breach of this policy will receive a verbal warning upon the first violation, a written warning on the second and a request for conference on the third. Upon the fourth violation, GHA may bring eviction proceedings, in which case it will send written notice of a possible lease violation.

GHA is not required to take steps in response to smoking unless GHA has actual knowledge of a smoking violation or has been given written notice of said smoking and said notice can be substantiated.

Residents who breach the provisions of this policy will be responsible for the cost of repair to the remediate the damage resulting from smoking odors or residue.

## **Disclaimer by GHA**

Resident acknowledges that GHA's adoption of a smoke-free policy does not in any way change the standard of care that the GHA or its 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 premises. GHA specifically disclaims any implied or express warranties that the rental premises, common areas and grounds will be free from secondhand smoke. Resident acknowledges that GHA's ability to police, monitor, or to enforce the smoke-free policy is dependent in significant part on voluntary compliance by the resident, resident's family 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 GHA or managing agent does not assume any higher duty of care to enforce this policy than any other GHA obligations under the lease.