

RESOLUTION NO. 676

Adopted by the
Board of
Commissioners
11/2/09

**NO SMOKING POLICY
FOR 130 BUILDING BOZEMAN DRIVE
HOUSING AUTHORITY OF FORT MILL**

INTRODUCTION

In order to provide a healthier environment for residents and guests, our property has decided to go smoke free inside the 130 Building of Bozeman Drive. This building has apartments all in one building on one floor with common areas consisting of hallways, laundry room and lobby area.

The United States Department of Housing and Urban Development is encouraging and recommending that Housing Authority properties become smoke free. The common areas in the 130 Senior Adult Building are already smoke free with no smoking signs posted.

Management recognizes that a healthier environment for everyone in the 130 Senior Building, where everyone is at least 55 years of age, would be beneficial. The hazards of secondhand smoke are a serious health hazard along with always the potential of an additional fire risk. There is also an increased maintenance cost when a household is a smoking household that may triple the cost due to cleaning and painting.

Effective January 1, 2010, all tenants signing new leases will be required to sign a smoke-free lease addendum that explains the policy. All current tenants will be required to sign a smoke-free lease addendum by January 1, 2010. We anticipate the transition to becoming a smoke-free building to be completed by January 1, 2010. The smoke-free policy will cover all individual units and all common areas inside the building. All residents and guests will be required to follow this policy.

A current tenant may request a transfer to a non-designated smoke free unit if the tenant wishes to continue smoking inside their apartment; however this is not to say all properties will not go smoke free in the future. Such a request shall be presented to the property manager and will be complied with as soon as an appropriate size unit become available. The current resident as of November 1, 2009 would not be charged any additional cost for cleaning the apartment due to smoke damage during a transfer.

POLICY

- **Purpose of a No-Smoking Policy.** The parties desire to mitigate (1) the irritation and known health effects of secondhand smoke; (2) the increased maintenance, cleaning, and redecorating costs from smoking; (3) the increase risk of fire from smoking; and (4) the higher costs of fire insurance for a non-smoke-free building.

- **Definition of Smoking.** The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product, or similar lighted product in any manner or in any form.
- **Smoke-free building.** The Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant’s household have been designated as a smoke-free living environment. Tenant and members of Tenant’s household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant’s dwelling is located or in any of the interior common areas, nor shall Tenant permit any guests or visitors under their control to do so. There is not a specific outdoor smoking area, but all residents must be courteous of their neighbors and dispose of lighted cigar, cigarette or other tobacco product or similar lighted product in containers for that purpose. It is requested that you do not smoke at the front entrance to the building.
- **Tenant must inform other Tenants or their guests.** Tenant shall inform Tenant’s guest of the no-smoking policy. Furthermore, the tenant shall promptly give the Housing Authority a written statement of any incident where tobacco smoke is migrating into the Tenant’s unit from sources outside of the Tenant’s apartment unit.
- **The Housing Authority to Promote No-Smoking Policy.** The Housing Authority shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places.
- **The Housing Authority is not a Guarantor of a Smoke-Free Environment.** Tenant acknowledges that the Housing Authority’s adoption of a smoke-free living environment, and the efforts to designate the building as smoke-free, does not make the Housing Authority the guarantor of Tenant’s health or of the smoke-free condition of the Tenant’s unit and the common areas. However, the Housing Authority shall take reasonable steps to enforce the smoke-free terms of its lease and to make the building smoke-free. The Housing Authority is not required to take steps in response to smoking unless the Housing Authority knows of said smoking or has been given written notice of said smoking.
- **Effect of Breach and Right to Terminate Lease.** A breach of a Smoke-Free Lease Addendum shall give each party (Tenant and Landlord) all the rights contained herein, as well as the rights of the Lease. A material breach of the Smoke-Free Lease Addendum shall be a material breach of the lease and possible grounds for termination of lease by the Housing Authority as the Landlord.
- **Maintenance Costs.** A Tenant that does not adhere to the Smoke-Free Lease Addendum shall be responsible for all costs of labor to repair the unit. This may include painting, additional washing of all surfaces, cleaning vents, and not to exclude any extraordinary cost that would be incurred in order to make the unit

ready for a new Tenant. This amount may exceed any security deposit amount in escrow.

A Lease Addendum will be sent to each current tenant by December 1, 2009 to be returned to the office within fifteen (15) days. A thirty (30) day notice will be sent to all tenants with the right to comment on or before November 21, 2009.