

# CHICOPEE HOUSING AUTHORITY

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## SMOKE FREE POLICY

Effective July 30, 2018 all Chicopee Housing Authority (CHA) properties will be smoke free properties. It will be stated on all applications that “Chicopee Housing Authority properties are smoke free properties”. A Lease addendum will be fully applicable and made part of every tenant file.

### 1. Purpose of Smoke Free Policy

The Chicopee Housing Authority (CHA) desires to mitigate (i) the irritation and known health effects of smoking and secondhand smoke; and thus promote smoking cessation; (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 non-smoke-free buildings.

### 2. Definition of Smoking

Smoking means the “smoking of any material” including but not limited to the combustion of any cigarette, cigar pipe, other product containing any amount of tobacco or like substance, including marijuana or any derivative thereof. Vaporization that unintentionally (or intentionally) causes combustion of said substances shall be deemed smoking.

### 3. Smoke Free Area Rule

Tenant agrees and acknowledges that no Tenant shall smoke in his/her unit. Tenant shall not allow his/her family members, occupants, guests to smoke in the Tenant’s unit. Smoking shall be prohibited throughout the entire buildings including but not limited to, inside all tenant’s units, hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds and building facilities.

### 4. Compliance

The CHA shall take reasonable steps to ensure compliance with the terms and provisions of this policy. Tenant shall inform Tenant’s guests of the no smoking rule. Tenant shall promptly give **written** notice of any incident of smoking or migrating secondhand smoke to the Executive Director.

**5. Breach of Policy and Right to Terminate Lease**

Breach of this policy will be handled as follows:

First offense – tenant will receive a verbal warning with written note to tenant’s file.

Second offense – tenant will be given notice of Private Conference for material breach of the lease including grounds for termination of lease with the intent of issuing a 30 day Notice to Quit to commence the eviction process. Any incidents or emergencies caused by smoking ( for example a fire) may require an expedited enforcement including the CHA seeking an expedited eviction process without being required to adhere to this generalized enforcement protocol.

**6. Disclaimer**

Tenant acknowledges (i) that the CHA’s adoption/enforcement of a non-smoking living environment does not make the CHA the guarantor of tenant’s health or of the non-smoking condition of the tenant’s unit and the common areas; (ii) the adoption/enforcement of the non- smoking policy shall not in any way change the warranty of habitability, the covenant quiet enjoyment, or other duty of care owed to the tenant; and (iii) that the housing authority’s ability to police, monitor or enforce the Smoke Free rule is dependent in significant part on compliance by the tenant and tenant’s guest. The CHA 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. Tenant’s with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the CHA does not assume any higher duty of care to enforce this Addendum than any other housing authority obligation under the Lease. The CHA cannot and does not warrant or promise that the rental unit or common areas will be free from secondhand smoke during implementation and enforcement efforts by the CHA or based on the migration of secondhand smoke originating from areas located off the property, beyond the CHA control.

**CHICOPEE HOUSING AUTHORITY**

By:

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**DATE**

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**TENANT**

**DATE**