

# LITTLE RIVER COUNTY HOUSING AUTHORITY

## Smoke-Free Policy Lease Addendum

Due to the increased risk of fire, increased maintenance costs and the known health effects of secondhand smoke, effective July 1, 2018, smoking is prohibited in all dwelling units and all common areas. To prevent secondhand smoke from entering open windows or doors, this smoke-free policy also extends to all outdoor areas within 25 feet of LRCHA dwelling units and administrative buildings. Residents are responsible for ensuring that family members and guests comply with this rule.

**SCOPE:** This policy applies to any and all persons entering Little River County Housing Authority (LRCHA) properties including LRCHA residents, and their guests and visitors, LRCHA contractors, and LRCHA employees.

The terms and provisions appearing in this Smoke-Free Policy are specifically made a part of the Dwelling Lease in force at the address known as: \_\_\_\_\_

Unit # \_\_\_\_\_ Foreman, AR 71836 and are agreed to by Little River County Housing and Resident: \_\_\_\_\_.

### POLICY

1. Smoking will not be permitted in **apartments, community rooms, office buildings, maintenance facilities or any Housing Authority vehicles.**
2. The term “smoking” means inhaling, exhaling, burning or carrying any lighted or heated cigar, pipe, cigarette, hookah or any other lighted smoking equipment.” Smoking also includes the use of an electronic delivery device, which creates an aerosol or a vapor (vaping), in any manner or in any form.
3. “Electronic Delivery Device (EDD)” means an electronic device activated when one draws on the mouthpiece and which, when activated, emits a solution producing an aerosol or a vapor that may be inhaled or absorbed by the user. EDDs include but are not limited to, E-cigarettes, E-cigars, E-pipes, vape pens, and E-hookahs.
4. Smoking is only permitted in areas outside of the building(s). Smoking shall not be permitted anywhere that is within 25 feet of any exterior doors or windows. Residents are encouraged to refrain from smoking anywhere children are present.
5. The Authority shall inform current residents, applicants on waiting lists, LRCHA employees and LRCHA contractors and sub-contractors of this policy, all of whom are also responsible for following this policy.
6. All smoking residents and guests are required to dispose of their smoking materials in appropriate collection receptacles. Receptacles will be provided by LRCHA

7. LRCHA management and maintenance employees will be responsible for enforcement of this policy.
8. Resident understands and accepts that LRCHA's adoption of a Smoke-Free Policy, and efforts to enforce such policy, do not constitute representation or guarantee by the Housing Authority any direct or consequential benefits to the Resident's health or well-being. LRCHA shall take reasonable steps to enforce the Smoke-Free Policy. LRCHA shall address violations of the policy upon LRCHA's actual knowledge of the violation and the identity of the responsible Resident.
9. LRCHA cannot and does not warranty or promise that the property will be free from second-hand smoke. LRCHA's ability to control, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Residents and Resident's guests.
10. All Residents will be given two (2) copies of the smoking policy. After review, the resident will sign both copies and return one to the LRCHA office. The copy will be placed in the resident file.

### **RESIDENT RESPONSIBILITY**

1. It shall be the Resident's responsibility to inform his/her household members and guest of this Smoke-Free Policy.
2. The Resident shall prohibit smoking by his/her household members or guests while on the premises that would violate this Policy.
3. Failure to comply, or upon repeated violations to this Addendum may be cause for lease enforcement action up to and including termination of lease agreement.

### **RESIDENT VIOLATIONS**

First Violation: A Resident caught smoking inside the dwelling unit or in a common area or evidence of smoking in the dwelling unit will result in a \$100.00 fine.

Second Violation: A Resident caught smoking inside the dwelling unit or in a common area or evidence of smoking in the dwelling unit or in a common area will result in a \$150.00 fine and warning of future eviction for next offense.

Third Violation: Eviction plus a restoration fee equivalent to the cost to effectively restore the unit to a smoke-free condition.

**RESIDENT GUEST VIOLATIONS**

- First Violation: Warning to Resident
- Second Violation: \$25.00 fine to Resident
- Third Violation: \$50.00 fine to Resident
- Fourth Violation: \$100.00 fine to Resident

Restoration of Status: After 12 consecutive months of no infractions (including by Resident and any Resident guests) the level of violation will revert to zero. (i.e., if a Resident has incurred 2 violations and Residents guest have 3 violations, if there are no further violations for a 12-month period following the last violation, the next violation will be a first violation).

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Note: This policy is an agreement between the Head of Household (spouse and all other parties to the Lease) and the Little River County Housing Authority.

I have read the Smoke-Free Policy as written above and understand its provisions. I agree to abide by these provisions fully and understand that failure to comply with any part of the Policy shall be cause for termination of my lease. I have received a copy of the policy.

_____	_____
Head of Household	Date
_____	_____
Spouse or Other Adult	Date
_____	_____
Other Adult	Date
_____	_____
Other Adult	Date
_____	_____
PHA Manager	Date