

**DELAWARE COUNTY HOUSING AUTHORITY**  
**SMOKE-FREE POLICY**

Due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, the Delaware County Housing Authority (DCHA) is adopting the following Smoke-Free Policy, which prohibits smoking in any DCHA owned building and within 25 feet of any DCHA owned building effective on or before 8/1/2018. This prohibition covers any interior common areas (including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevators), all living units, and all outdoor areas within 25 feet of any DCHA building including entry ways, porches, balconies, patios, yards, parking lots, and recreational areas. This policy applies to all residents, guests, visitors, contractors and employees.

**1. Health and Safety of Our Residents and Staff**

Smoking and secondhand smoke are well known human health hazards. Allowing smoking within apartment units exposes all residents and DCHA staff to these known carcinogens. Additionally, indoor smoking poses a significant safety risk and is the number one cause of residential fires in Pennsylvania.

**2. Dangers of Secondhand Smoke**

Secondhand smoke travels through lighting fixtures, cracks in walls, around plumbing, under doors, and in shared heating/ventilation. Medical studies have shown that tobacco smoke in any form exposes users and bystanders to serious health risks, and can cause lung cancer and cardiac disease in nonsmokers, as well as severe asthma attacks, respiratory infections, sinus infections, sudden infant death syndrome, and other cardiovascular and pulmonary diseases. The U.S. Surgeon General<sup>1</sup> has concluded the following:

- a. Secondhand smoke causes premature death and disease in children and in adults who do not smoke;
- b. Children exposed to secondhand smoke are at an increased risk for sudden infant death syndrome (SIDS), acute respiratory infections, ear problems, and more severe asthma. Smoking by parents causes respiratory symptoms and slows lung growth in their children;
- c. Exposure of adults to secondhand smoke has immediate adverse effects on the cardiovascular system and cause coronary heart disease and lung cancer;
- d. The scientific evidence indicates that there is no risk-free level of exposure to second hand smoke;
- e. Many millions of Americans, both children and adults, are still exposed to secondhand smoke in their homes and workplaces despite substantial progress in tobacco control;

<sup>1</sup>The Health Consequences of Involuntary Exposure to Tobacco Smoke, A Report of the Surgeon General, 2006

- f. Eliminating smoking in Indoor spaces fully protects nonsmokers from exposure to secondhand smoke. Separating smokers from nonsmokers,
- g. cleaning the air, and ventilating buildings cannot eliminate exposures of nonsmokers to second-hand smoke.

### **3. Impact of Smoking on Maintenance Costs**

Turnover (the process of making a vacant apartment ready for occupancy) costs are increased when apartments are vacated by smokers. Additional paint tobacco smoke stains, cleaning of the ducts, replacing stained materials, or replacing carpets that have been damaged by cigarettes can increase the cost necessary to make an apartment occupant ready<sup>2</sup>.

### **4. Definition**

The term “smoking” means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product or similar lighted product, including electronic nicotine delivery systems. (ENDS) including e-cigarettes and waterpipe tobacco smoking (also known as hookahs)

### **5. No Smoking Areas**

The Smoke-Free Policy prohibits smoking in any DCHA owned building and within 25 feet of any DCHA owned building, but not necessarily limited to the following areas: within all apartment units, common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, reception areas, stairways, offices and elevator(s), and all outdoor locations within 25 feet of any DCHA owned building including entry ways, porches, balconies, patios, yards, parking lots, and recreational areas.

### **6. Residents, Guests, Contractors and Employees**

This policy applies to everyone who visits, lives and works at DCHA public housing properties. Residents would also be responsible for informing their guests of the smoke-free policy. Residents will be held accountable for guests who violate the policy. The DCHA is responsible for enforcing the policy with contractors and DCHA employees.

### **7. Compliance**

The Smoke-free Policy does not mean that residents will have to quit smoking in order to live in public housing. The new policy will only prohibit smoking in any DCHA owned building and within 25 feet of any DCHA owned building. Residents will still be able to smoke outside as long as they are not within 25 feet of any DCHA owned building.

## **8. Smoking Cessation Resources**

If a resident is interested in quitting smoking, the DCHA staff will provide resources related to smoking cessation education.

For Additional Information please contact:

The Clean Air Council  
135 S. 19<sup>th</sup> Street, Suite 300  
Philadelphia, PA 19103  
215 567-4004  
[www.cleanair.org](http://www.cleanair.org)

## **9. Landlord Not a Guarantor of Smoke-Free Environment**

The DCHA's adoption of a Smoke-Free Policy, and the efforts to designate the Property as non-smoking do not make the DCHA or any of Its managing agents the guarantor of Resident's health or of the smoke free condition of the Property. However, the DCHA will take reasonable steps to enforce the Smoke-Free Policy. The DCHA is not required to take steps in response to smoking unless the DCHA has actual knowledge of the smoking and the identity of the responsible Resident and sufficient evidence to support enforcement.

## **10. Lease Violation**

Residents are responsible for the actions of their household, their guests and visitors. Failure to adhere to any of the conditions of this Policy and lease addendum will constitute both a material non-compliance with the Lease and a serious violation of the Lease. In addition, Resident will be responsible for all costs to remove smoke odor or residue upon any violation of this Policy.

## **11. Enforcement**

The Smoke-Free Policy is anticipated to have varying levels of resident compliance and will create additional responsibility for property management staff to enforce. Following is an outline of our enforcement plan:

- a) *First Violation* - written warning letter with smoking cessation materials and referral to smoking cessation program;
- b) *Second Violation* – Lease Violation Notice, 30 day notice with option to remedy
- c) *Third Violation* – Lease Termination Notice.

## **12. Lease Addendum**

All residents will be required to sign the Smoke-Free Lease Addendum, included in this policy as Attachment 1. Refusal to execute the attached Lease Addendum will be considered a material breach of the residents' lease agreement.

**13. DCHA Disclaimer**

The DCHA’s adoption of this Smoke-Free Policy, and the efforts to enforce this Policy do not in any way change the standard of care that the DCHA has under applicable law to render the Property any safer, more habitable or improved in terms of air quality standards than any other rental premises. DCHA specifically disclaims any implied or express warranties that the Property will have any higher or improved air quality standards than any other rental property. DCHA cannot and does not warranty or promise that the Property will be free from secondhand smoke. Residents with respiratory ailments, allergies or other condition relating to smoke are put on notice that DCHA does not assume any higher duty of care to enforce this Policy than any other DCHA obligation under the Lease.

**14. Resident Advisory Board Notification and Annual Plan Amendment**

The DCHA will plan to notify all duly elected Resident organizations to present the proposed Smoke-Free Policy and subsequent amendment to the DCHA Annual Plan. The amendment will be advertised as required and provided for a 45-day comment period.