



**Effective: January 1, 2018, Resolution 2017-10**  
**Last Revised: June 8, 2017**

## **Smoke-Free Policy for Public Housing**

### **Purpose:**

Bloomington Housing Authority has implemented a smoke free policy to:

- Protect public housing residents from secondhand smoke. No level of exposure to tobacco smoke is safe. Movement of secondhand smoke between units cannot be controlled in multifamily buildings.
- Prevent injury and death from smoking-related fires. Smoking is the leading cause of residential fire deaths and injuries. Nearly 1,000 people per year die in smoking related fires, half of whom are residents of multi-unit housing, and a third of which are children. Thousands more are injured every year.
- Reduce property maintenance and turnover costs. Turning over a smoking unit can cost 2 to 7 times more than turning over a smoke-free unit. Lowering these costs assists the Housing Authority in continuing to provide housing for its residents at affordable rates.
- Assist smokers to quit. Research indicates that smoke-free policies help smokers quit smoking.
- Comply with federal government regulations. Any housing agency receiving federal funds from the Department of Housing and Urban Development (HUD) must adhere to operation regulations and standards for housing quality.

### **Definitions:**

1. "Smoking" means carrying or smoking a lighted tobacco product or the burning of any material to be inhaled including, but not limited to, cigarettes, cigars, hookahs, and pipes.
2. "Housing Authority property" means any property owned, leased, or otherwise controlled or operated by BHA, including buildings, other structures and grounds, and vehicles owned or leased by the Housing Authority.
3. "Restricted Areas" means indoor areas of public housing, including but not limited to living units, indoor common areas, electrical closets, storage units, and BHA administrative office buildings.
4. "25 foot perimeter" means all outdoor areas up to 25 feet from the housing and administrative office buildings, or to the Housing Authority property boundary in situations where the boundary is less than 25 feet from Housing Authority-owned buildings.

### **Policy:**

1. This policy establishes standards and requirements to provide a smoke-free environment for all Bloomington Housing Authority residential, communal, and administrative properties. Smoking is not permitted anywhere inside restricted areas, and within a 25 foot perimeter of restricted areas.
2. Effective on January 1, 2018, smoking will be prohibited in restricted areas. This policy will not apply to any resident until the effective date, at which point it will be incorporated into all residents' lease agreements in 2018 and thereafter, and into all 2018 lease renewal agreements, and apply to all residents upon signing. Failure of any resident to follow the smoke-free policy will be considered a lease violation.

### **Enforcement:**

Any deviation from the smoke-free policy by any resident, resident guest, or resident household member will be considered a lease violation, based on the following enforcement plan:

1<sup>st</sup> Violation: Verbal warning and cessation materials

2<sup>nd</sup> Violation: Verbal warning and cessation materials

3<sup>rd</sup> Violation: Written warning and cessation materials

4<sup>th</sup> Violation: Notice to Vacate subject to BHA's grievance procedure.

**Smoking Cessation Assistance:**

The BHA shall make available smoking cessation assistance to residents. BHA resident services shall be designated to answer questions, refer residents to on-site and outside resources, and otherwise provide smoking cessation assistance options and opportunities.

**Disclaimer:**

Bloomington Housing Authority is not acting as a guarantor of this policy. Failure to enforce any part of this policy does not negate the right of the BHA to enforce it in the future.

**Resident Certification:**

I have read and understand the above smoke-free policy and I agree to comply fully with the provisions. I understand that failure to comply may constitute reason for termination of my lease.

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_