

PHILLIPSBURG HOUSING AUTHORITY

530 Heckman Street
Phillipsburg, NJ 08865

NO SMOKING POLICY INTRODUCTION

The Phillipsburg Housing Authority ("Authority") recognizes that smoking poses substantial health hazards, both to smokers and persons exposed to tobacco smoke; that smoking creates a fire hazard and is a leading cause of fire, causing injury and property damage; that smoking may be a serious nuisance to your non-smoking neighbors; and that permitting smoking in residential rental property substantially increases a landlord's maintenance costs.

The Authority further recognizes that these problems are exacerbated in multi-unit dwellings, particularly when the resident population is composed of senior citizens and families. Accordingly, the Authority has determined that it is in the best interest of the Agency and its residents to adopt a no-smoking policy for all senior citizen developments.

However, to ensure fairness to current residents who smoke, the policy will be applied to new tenants and any, and all visitors immediately, and to current tenants on July 1, 2018.

POLICY

It is the policy of the Authority that all Family developments be smoke-free by July 1, 2018. There shall be no smoking anywhere in the building, including in the individual dwelling units of the tenants and common areas such as the Community Building, Maintenance Buildings, Administrative Offices, etc. Smoking is banned within twenty-five (25) feet of Housing Authority Properties.

1) HECKMAN TERRACE (Development 2)

{Includes all of Fisher Avenue, Watson Place & Kneedler Avenue, 440-566 Heckman Street (even #'s only), 408-454 Roseberry Street (even #'s only) & 461-528 Anderson Street}

2) HECKMAN TERRACE ANNEX (Development 1)

{Includes all of Elm Avenue, 542-624 Green Street, 500-570 Roseberry Street & 557-579 Walnut Street}

*This policy shall be effective immediately, and shall apply prospectively to current tenants on July 1, 2018. **All residents** and **successful applicants** for admission shall be required to sign an addendum to the standard Authority dwelling lease setting forth the no-smoking policy and making compliances with the policy, terms and conditions of the Lease.*

An addendum is attached to the lease and all residents will be required to sign the addendum as part of the lease-signing process. Current residents who smoke shall be permitted to do so in their units, so long as they keep the doors to their units closed, until July 1, 2018. Effective immediately: NO guests are permitted to smoke on PHA Property.

It has been the policy of the Authority that all Senior developments are smoke-free as of January 1, 2015. Smoking is prohibited anywhere in the building, including in the individual dwelling units of the tenants, lobbies, halls, and other common rooms and spaces in the building. Smoking will only be permitted on the grounds in the following designated area assigned by the Authority:

- ***John F. O'Donnell Building, 235 South Main Street*** – *In the Parking Lot (far end) at the guard rails by the railroad tracks (opposite visitor's parking).*
- ***Andover-Kent Towers, 638 South Main Street*** – *At the Cedar Alley side of the building by the garbage drop off area.*
- ***Heckman House Apartments, 525 Fisher Avenue*** – *At the Fisher Avenue Parking Lot exit in front of the garbage drop off area.*

Phillipsburg Housing Authority
"NO SMOKING"
LEASE ADDENDUM

DEFINITIONS:

"SMOKING" means any use or possession of a cigar, cigarette, or pipe containing tobacco or a tobacco product while that tobacco or product is burning, lighted, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to, any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. glauca* which is cultivated for its leaves to be used in cigarettes, cigars, or pipes. Smoking also refers to the use or possession of burning, lighted, ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

"DWELLING UNIT" means any unit with the Authority's Senior Public Housing Development use for a residence, home or sleeping by members of the household listed on the Lease.

"LANDLORD" means the Phillipsburg Housing Authority or Authority.

"TENANT" means any person entitled to occupy a dwelling unit under the Lease.

"GUEST" means any, and all visitors to the unit.

"PREMISES" means a dwelling unit in the Landlord's Public Housing Development, which also includes the facilities, grounds, and property held out for the use of tenants and their guests.

"EVIDENCE OF SMOKING" means evidence such as ash trays with cigarette butts or cigar butts, ashes from previously lit tobacco products, cigarette or cigar butts, and/or the smell of smoke from a previously lit tobacco product in the dwelling unit and/or premises.

"DESIGNATED AREA" means the only area where smoking is permitted.

Phillipsburg Housing Authority
"NO SMOKING"
LEASE ADDENDUM

1) Smoking Anywhere INSIDE Units or within twenty-five (25) feet of the Community property is Strictly Prohibited

All forms and use of lighted or burning tobacco products and smoking of tobacco products inside any apartment, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation to this addendum and the Lease Contract. The prohibition or use of any lighted or burning tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to the management *and* leasing offices, building interiors and hallways, building common areas, apartments, all areas of the apartment community or on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents is also prohibited by this addendum and other provisions of the Lease Contract inside any apartment or building.

Smoking OUTSIDE Units of the Family Community

Smoking on porches, sidewalks, lawns and common areas outside of your unit is not permitted.

Only the following outside areas of the building may be used for smoking:

- ***John F. O'Donnell Building, 235 South Main Street*** – *In the Parking Lot (far end) at the guard rails by the railroad tracks (opposite visitor's parking).*
- ***Andover-Kent Towers, 638 South Main Street*** – *At the Cedar Alley side of the building by the garbage drop off area.*
- ***Heckman House Apartments, 525 Fisher Avenue*** – *At the Fisher Avenue Parking Lot exit in front of the garbage drop off area.*

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the units or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of employees, other residents, or guests.

2) Your Responsibility for Damages and Cleaning

You are responsible for payment of all costs and damages to your apartment, other residents' apartments, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. You will be responsible for any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract in-excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheet rock, carpeting, wood, insulation, or other components of the apartment or building is in-excess of normal wear and tear in our smoke free community.

3) Lease Contract Termination for Violation of the Addendum

We have the right to terminate your Lease Contract or right of occupancy of the apartment for any violation of this No-Smoking Addendum. Violation of the No-Smoking provisions is a material and substantial default or violation of the Lease Contract.

4) Your Responsibility for Conduct of Occupants, Family Members, and Guests

You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this lease addendum by your occupants, family, guests, and invitees.

5) There is No Warranty of a Smoke-Free Environment

Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your apartment or the apartment community is smoke free. Enforcement of our No-Smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must therefore cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this addendum, you are acknowledging that a violation could lead to the termination of your Lease Contract or right to continue living in the apartment. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this addendum.

6) It shall be a violation of the Smoking Ban, if a tenant and/or guest, is observed smoking in the dwelling unit or on the premises, unless in a designated smoking Area

It shall also be a violation of the Smoking Ban if the Landlord finds Evidence of Smoking in the dwelling unit. Citations and fines will be issued to tenants for such violations and will be treated like any other violation under the Lease, including a cease and desist and possible eviction.

FIRST OFFENSE: Face to Face Verbal Warning documented by resident – signed document that states he/she has received the verbal warning

SECOND OFFENSE: First Written Warning

THIRD OFFENSE: Second Written Warning

FOURTH OFFENSE: Notice of Termination of Assistance

Which includes the following:

- a. Form for requesting a Grievance Hearing
- b. Notice of Rights Under VAWA
- c. Conduct Grievance Hearing if requested