



## Smoke-Free Policy

Effective May 31, 2014, Rockford Housing Authority adopted a Smoke Free Policy that was incorporated into the RHA Residential Lease Agreement:  
(Updated 4/2018)

- 1. Purpose.** The purpose of The Smoke-Free Policy is to mitigate irritation and known health effects of secondhand smoke. In addition, the smoke-free policy is intended to reduce the cost of maintenance and cleaning resulting from smoking and decrease the risk of fire on all RHA properties.
- 2. Definition of Smoking:** Smoking is defined as inhaling, exhaling, breathing or carrying any lit cigar, cigarette, pipe, water pipes or hookah, other tobacco product or similarly lighted smoking material in any manner or in any form. **E-cigarettes are considered smoking under this policy.**
- 3. Definition of a Smoke-Free area:** Smoking is prohibited in all living units and interior areas, including but not limited to bathrooms, lobbies, hallways, stairways, elevators, management offices, community rooms and balconies. Residents shall not permit any guest or visitors under their control to smoke in said Non-Smoking Areas. Smoking is prohibited on the grounds of all RHA properties and RHA administrative buildings including lawns, parks, courtyards, walkways and parking lots except in designated areas. Designated areas will be determined by the management and posted in cooperation with tenant councils and interested residents and must be at least 25 feet from all RHA buildings.
- 4. Promotion of Smoke Free Policy:** Landlord shall post no-smoking signs, promote the policy as appropriate in meetings and discussions with residents, and enforce compliance with the policy. Residents are expected to comply with the policy as they would any section of the lease.
- 5. Landlord not a Guarantor of Smoke-Free Environment:** Resident acknowledges that Landlord's adoption of a smoke-free environment does not make the Landlord or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the non-smoking area as smoke-free as is reasonably possible. Landlord will address violations of this policy upon Landlord's actual knowledge of said smoking or has been given notice of said smoking.
- 6. Lease Enforcement of the Smoke-Free Policy:** A breach of this policy and the RHA lease and constitutes grounds for initiation of the enforcement remedies of the smoke-free policy. Breach of the provisions of the policy by a household member or guest of the resident constitutes a breach of the lease. A breach of this policy will:
  - a.) for the first violation, result in a lease infraction warning notice.
  - b.) for the second violation, result in a lease infraction warning notice.
  - c.) for the third violation within a twelve month period, the issuance of a 30-Day Notice to Vacate.

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Through all enforcement steps, Management will share cessation resources and tips with residents. Residents have a right to file a grievance under the RHA grievance policy.

7. **Disclaimer by Landlord:** Resident acknowledges that Landlord's adoption of a smoke-free living environment does not in any way change the standard of care that the Landlord or managing agent would have to a resident household to render buildings and premises designated smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that the Landlord's ability to police, monitor or enforce the agreements of Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests, as well as by other residents and guests in other parts of the smoke-free area. Residents with respiratory ailments, allergies or other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this addendum than any other landlord obligation under the Lease.

**Tenant Acknowledgement:**

**As Head of Household, I have read the Smoke-free Policy, and understand all provisions. I agree to abide by these provisions fully, and understand that failure by me, my household members, or guests, to comply with any part of the above notice, shall be cause for termination of my lease.**

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