



PROPOSED CHANGES

Low Rent Public Housing

Admissions & Continued Occupancy Policy

October 1, 2018

APPENDIX 7

SMOKE FREE POLICY

Effective January 1, 2011 the LCHA Corporate office at 33928 N. U.S. Highway 45 in Grayslake, Illinois became a smoke free campus prohibiting smoking anywhere on LCHA property.

Effective May 1, 2011 all buildings in Asset Management Projects 2 and 3 which include Shiloh Tower, Warren Manor, Hawley Manor, Beach Haven Tower, Millview Manor, Orchard Manor, and John Kuester Manor became entirely smoke free prohibiting smoking anywhere inside the building including tenant occupied and unoccupied units.

Effective May 1, 2012 all buildings in Asset Management Projects 1, 4, & 5 and all other LCHA owned properties which include Marion Jones Townhomes, all Public Housing Scattered Sites, LCHA Rentals, Midlothian Manor, and any future property construction or acquisition became smoke free prohibiting smoking anywhere inside the building including tenant occupied and unoccupied units.

All leases and contracts will be updated to reflect the smoke free policy and effective dates. Violation of the smoking policy will result in a \$100.00 fee for a first violation, \$300.00 fee for a second violation, and the third violation will result in termination from the program and requirement to pay the cost for painting and cleaning of the areas affected by smoking. In partnership with Smoke Free Illinois and the Lake County Health Department, LCHA will offer free smoking cessation classes.

Effective October 1, 2017, the use of prohibited tobacco products is limited to areas 25 feet away from public housing buildings. Prohibited tobacco products are defined as the use of items that involve the ignition and burning of tobacco leaves, such as: cigarettes, cigars, pipes and water pipes (also known as hookahs). **Evidence of the use of the prohibited tobacco products (ashes, smell of smoke, cigarette butts, and/or smoke stained walls) is considered a violation of this policy.**



Lake County Housing Authority Smoke-Free Lease Addendum

Tenant and all members of Tenant's family or household are parties to a written lease (the Lease) with Lake County Housing Authority. This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

1. Purpose of No-Smoking Policy: The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building;

2. Prohibited Tobacco Products: Prohibited tobacco products are defined as the use of items that involve the ignition and burning of tobacco leaves, such as: cigarettes, cigars, pipes and water pipes (also known as hookahs). **Evidence of the use of the prohibited tobacco products (ashes, smell of smoke, cigarette butts, and/or smoke stained walls) is considered a violation of this addendum.**

3. Phased-in Effective Dates: In accordance with the Smoke-Free Policy effective May 1, 2011 all buildings in Asset Management Projects 2 and 3 which include Shiloh Tower, Warren Manor, Hawley Manor, Beach Haven Tower, Millview Manor, Orchard Manor, and John Kuester Manor became smoke-free as defined herein. Effective May 1, 2012 all buildings in Asset Management Projects 1, 4, and 5 and all other LCHA owned properties which include Marion Jones Townhomes, all Public Housing Scattered Sites, LCHA Rentals, Midlothian Manor, and any future property construction or acquisition are smoke-free as defined herein. Effective October 1, 2017, the use of prohibited tobacco products is limited to areas 25 feet away from public housing buildings.

4. Smoke-Free Complex: Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not use prohibited tobacco products in all public housing living units, interior common areas (include but are not limited to: hallways, rental and administrative offices, community centers, day care centers, laundry centers and similar structures) and outdoor areas within 25 feet from public housing buildings (collectively "restricted areas"), nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

5. Tenant to Promote No-Smoking Policy and to Alert Lake County Housing Authority of Violations: Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Lake County Housing Authority a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.

6. Lake County Housing Authority to Promote No-Smoking Policy: Lake County Housing Authority shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.

7. Lake County Housing Authority Not a Guarantor of Smoke-Free Environment: Tenant acknowledges that Lake County Housing Authority's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Lake County Housing Authority or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Lake County Housing Authority shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Lake County Housing Authority is not required to take steps in response to smoking unless Lake County Housing Authority knows of said smoking or has been given written notice of said smoking.

8. Effect of Breach and Right to Terminate Lease: A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. Violation of the smoking policy will result in a \$100.00 fee for a first violation, \$300.00 fee for a second violation, and the third violation will result in termination from the program and requirement to pay the cost for painting and cleaning of the areas affected by smoking.

9. Disclaimer by Lake County Housing Authority: Tenant acknowledges that Lake County Housing Authority's adoption of a smoke-free living environment and the efforts to designate the rental complex as smoke-free do not in any way change the standard of care that the Lake County Housing Authority or managing agent would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Lake County Housing Authority specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Lake County Housing Authority cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Lake County Housing Authority's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Lake County Housing Authority does not assume any higher duty of care to enforce this Addendum than any other Lake County Housing Authority obligation under the Lease.

_____	_____
Head of Household	Date
_____	_____
Other Adult Household Member	Date
_____	_____
Other Adult Household Member	Date
_____	_____
Other Adult Household Member	Date
_____	_____
Property Manager	Date