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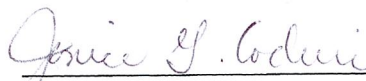
Name Of Policy: Smoking Policy

Date: 9/18/25

Chair:

  
Maura Renzella

Commissioners:

  
Janice Coduri

  
Renee Spencer

  
Odessa Sanchez

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Lisa Heyison



**WELLESLEY HOUSING AUTHORITY**  
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### **Wellesley Housing Authority Non-Smoking Policy**

Adopted: 9/18/25

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1. **Purpose:** The WHA desires to mitigate (i) the irritation and negative health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; and (iii) the increased risk of fire from smoking.
  2. **Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe, electronic cigarette or other tobacco product or other lighted product in any manner or form.
  3. **Non-Smoking Area.** Tenant agrees and acknowledges that their unit, all interior common areas (including but not limited to community rooms, bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, and offices), and exterior areas (such as entryways, porches, balconies, patios, steps, parking lots, and yards) are designated as non-smoking. Smoking is strictly prohibited in all of these areas by the Tenant, members of the Tenant's household, and any guests or visitors. Smoking is only permitted twenty-five (25) feet or more away from any WHA building.
  4. **Tenant to Alert WHA of Violations.** Tenant shall promptly give the WHA a written statement of any incident where marijuana, vape, or tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's unit.
  5. **WHA to Promote Non-Smoking Policy.** The WHA shall post no-smoking signs on WHA property.
  6. **WHA Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that WHA's adoption of a non-smoking living environment does not make the WHA or any of its managing agents the guarantor of Tenant's health or of the non-smoking condition of the Tenant's unit and the common areas. However, WHA shall take reasonable steps to enforce the non-smoking terms of its leases and to make the Non-Smoking Area as smoke-free as is reasonably possible. WHA is not required to take steps in response to smoking unless WHA knows of said smoking or has been given written notice of said smoking.
  7. **Effect of Breach and Right To Terminate Lease.** A breach of this policy shall give each party all the rights contained herein, as well as the rights contained in the Lease. A material or continuing breach of this policy shall be a material breach of the Lease and grounds for termination of the Lease by the WHA in accordance with the procedure set out in in the Lease.
  8. **Electronic Monitoring Devices** The WHA reserves the right to install electronic smoking detection devices in any unit or common area where there is reasonable cause to believe that smoking is occurring in violation of this policy. These monitors are designed to detect the presence of tobacco smoke, marijuana smoke, or vapor from electronic devices. Tenants will be notified prior to installation and provided with general information about the device's function. These monitors do **not record sound or video** and are solely used to detect air quality conditions related to potential smoking violations. Refusal to allow installation or tampering with any such device shall constitute a **lease violation** and may result in enforcement action, including termination of the lease.
  9. **Disclaimer by WHA.** Tenant acknowledges that WHA's adoption of a non-smoking living environment does not guarantee a smoke-free environment, nor does it warrant or represent that the premises will be free from secondhand smoke or vapor at all times. WHA will take reasonable steps to enforce the non-smoking policy, including investigating complaints, posting signage, issuing lease violations when appropriate, and reserving the right to install electronic monitoring devices in units or common areas where smoking is suspected. WHA disclaims any express or implied warranties that the premises will have improved air quality or that enforcement of this policy will eliminate all exposure to secondhand smoke or vapor. WHA's ability to monitor or enforce this policy relies significantly on voluntary compliance by tenant, members of the tenant's household, and guests/visitors. Tenants with medical conditions or sensitivities to smoke are advised that WHA does not assume any higher duty of care or liability beyond what is required under the lease and applicable laws.