



Smoke-Free Housing Policy

24 CFR Parts 965 and 966

(Lease Addendum and House Rules Amendment)

**Resolution #17-08
(Adopted: 3-06-2017)**

The Department of Housing and Urban Development (HUD) has implemented a Rule that requires each Public Housing Authority administering public housing to implement a smoke-free policy. Specifically the Rule requires each Public Housing Authority to implement a policy prohibiting lit tobacco products and all smoking in any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, electrical rooms and closets, storage units or rooms, stairways, offices and within all living units in public housing, and Public Housing Authority administration office (in brief, a smoke-free policy for all public housing indoor areas). This policy also prohibits lit tobacco products and all smoking in exterior common areas including, but not limited to, porches, sidewalks and walkways, playgrounds, mailboxes and parking bays. This policy extends to all outdoor areas up to twenty five (25) feet from housing (doors/entrances, windows and porches) and administrative office buildings and maintenance facilities. The Housing Authority is also prohibiting electronic nicotine delivery systems (ENDS) and is including it in this policy's definition of Smoking.

HUD is requiring implementation of smoke-free public housing to improve indoor air quality in housing, benefit the health of public housing tenants and public housing staff, reduce the risk of catastrophic fires, and lower overall maintenance costs. This policy applies to all tenants, tenant's families, tenant's guests, visitors, contractors, service personnel, and employees.

Purpose of Policy

- 1) To mitigate the irritation and known health effects of secondhand smoke. Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke) causes premature death from respiratory disease, cancer or heart disease. Smoking is the number one cause of preventable disease in the United States.
- 2) Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke) causes premature death from respiratory disease, cancer or heart disease. According to the EPA, secondhand smoke exposure causes disease and premature death in children and adults who do not smoke. People with chronic diseases such as asthma or cardiovascular disease are particularly vulnerable to the effects of secondhand smoke. Secondhand smoke lingers in the air for hours after cigarettes have been extinguished and can migrate between apartments in multifamily buildings.

- 3) To allow all administrative and maintenance staff the opportunity to perform their job duties in an environment that is nonsmoking.
- 4) Minimize the maintenance, cleaning, painting and redecorating costs associated with smoking.
- 5) Decrease the risk of smoking-related fires to property and personal safety. Fires started by lighted tobacco products, principally cigarettes, constitute the leading cause of residential fire deaths.

Definitions

- 1) **Public Housing** – Public Housing is defined as low-income housing, and all necessary appurtenances (e.g. community facilities, public housing offices, day care centers, and laundry rooms) thereto, assisted under the U.S. Housing Act of 1937 (the 1937 Act), other than assistance under section 8 of the 1937 Act.
- 2) **Development/Property** – All Housing Authority’s developments and properties are included in this policy and all related administrative offices and maintenance facilities.
- 3) **Smoking** - The term “smoking” means igniting, inhaling, exhaling, breathing or carrying or possessing any lit cigar, cigarette, pipe, water pipe referred to as hookahs or other tobacco product or similar lighted product in any manner or in any form or any other device containing tobacco, marijuana or other legal or illegal substance that burns.
- 4) **Individual Apartment /Units** - Individual Apartment/Units are defined as the interior and exterior spaces tied to a particular apartment/unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathroom, porches and apartment entryway areas.
- 5) **Common areas** - Common areas are areas that are open to all tenants, tenant’s families, tenant’s guests, visitors, contractors, service personnel, employees and members of the public. Common areas include:
 - (a) Any inside space
 - (b) Entryways/Entrances
 - (c) Porches
 - (d) Management offices
 - (e) Maintenance Warehouse
 - (f) Public restrooms
 - (g) Community rooms
 - (h) Sidewalks and walkways within the development
 - (i) Playgrounds
 - (j) Parking Bays
 - (k) On site Cluster Mail boxes

Effective Date

The Effective Date shall be **July 30, 2018**. All tenants, tenant's families, tenant's guests, visitors, contractors, service personnel, employees, and members of the public in and/or on Housing Authority property will be prohibited from smoking inside the buildings, common area, including all housing apartments starting on that date. Smoking is only allowed beyond twenty five (25) feet from all housing (doors/entrances, windows and porches) and administrative office buildings and maintenance facilities.

Tenants Responsibilities and Lease Violations

- 1) Tenants are prohibited from smoking inside their units and within twenty five (25) feet of all housing (doors/entrances, windows and porches) and administrative office buildings and maintenance facilities.
- 2) Tenants are responsible for the actions of their household, their guests, and visitors. Any tenant, including the members of their household, guests, or visitors will be considered in violation of the lease if found smoking in any Housing Authority facility or apartment, or anywhere on Housing Authority property that is deemed as a nonsmoking area. Visual observation of smoking is not necessary to substantiate a violation of this Smoke Free Housing Policy. For example, the presence of smoke, tobacco smoke odor, or smoke stains within an apartment in combination with butts, ash trays, or other smoking paraphernalia will be considered significant evidence of a policy violation. **Four (4) violations will be considered to be a serious violation of the material terms of the lease and will be cause for non-curable eviction.** In addition, tenant will be responsible for all costs to remove smoke odor or residue upon any violation of this policy.
- 3) Any deviation from the Smoke Free Housing Policy by any tenant, a member of their household, or their guest or visitor will be considered a lease violation. A cleaning charge of \$250.00 will be added to the tenant account upon move out of the unit that when evidence of smoking occurs inside the apartments. (Any cigarette butts not properly disposed of may also be cause for a cleaning service charge \$50.00 per incident.)
- 4) Tenants will be responsible to inform all their household, family, guests and visitors that their apartment is smoke free and that their housing may be affected by violators.
- 5) If the smell of tobacco smoke is reported, the Housing Authority will seek the source of the smoke and appropriate action will be taken. Tenants are encouraged to promptly give Property Management staff a written statement of any incident where smoke is migrating into the Tenant's apartment from sources outside of the Tenant's apartment.

ENFORCEMENT

If a tenant is found to be in violation of the Smoke Free Housing Policy, the following steps will be taken:

First & Second Offense – The Manager will notify the resident of a complaint and give the resident a “verbal warning” and a copy of the Smoke Free Policy along with a pamphlet with a list of helpful resources to stop smoking.

Third, Fourth & Fifth offense - The Resident will be sent a “Lease Violation Warning” letter and another Pamphlet with a list of local resources to stop smoking.

Sixth Offense – The resident will receive a “Lease Termination” which is non-curable and eviction proceedings will begin.

NOTE: Offenses are based on a revolving 12-month period. Offenses older than 12 months will not be considered when determining the number of offenses.

The landlord will have the discretion to perform inspections as the landlord deems necessary to confirm policy compliance.

Health and Safety of Employees and Contractors

For the health and safety of Housing Authority employees and their representatives, no tenant shall have any type of tobacco or related product burning at such time as any employee or representative of the Housing Authority enters and remains in their apartment. If any tenant refuses to put out the burning tobacco or related product prior to the employee or representative entering their apartment, or if the tenant lights a tobacco or related product while an employee or representative remains in their apartment, the employee or representative shall vacate the apartment immediately and not return until such time as there is no longer any tobacco or related product burning. This may result in a delay of services to the tenant’s apartment and possibly eviction.

Execution of Lease Addendum by Tenant

Upon approval of this policy, all tenants presently living in the Housing Authority apartments and new tenants will be given a copy of this policy. After review both incoming and current tenants will be required to sign the Smoke Free Housing Lease Addendum/ House Rules Amendment. A copy will be retained in the tenant file. All tenants will be required to sign the new no smoking agreement prior to the Effective Date. Failure to sign and/or return the Smoke Free Housing Policy Lease Addendum/House Rules Amendment to the Property Management office in a timely manner will result in a written warning, and if still not received after the two warnings, eviction. All current tenants who smoke will be provided with resources for a cessation program upon request. The development’s Property Manager will provide information on cessation program accessibility.

Disclaimers and Representations

- 1) The Smoke Free Housing Policy does not mean that tenants and/or employees will have to quit smoking in order to live and/or work at the Housing Authority developments and offices.
- 2) The Housing Authority Not Guarantor of Smoke Free Environment – Housing Authority's adoption of the Smoke Free Housing Policy, and the efforts to designate portions of developments as non-smoking does not make the Housing Authority or any of its Board of Commissioners, officers, employees or agents the guarantor of Tenant's health or of the smoke free condition of the non-smoking portions of developments. However, the Housing Authority will take reasonable steps to enforce the Smoke Free Housing Policy. The Housing Authority is not required to take steps in response to smoking unless the Housing Authority has actual knowledge of the smoking and the identity of the responsible tenant.
- 3) Housing Authority Disclaimer – Resident acknowledges that the Fort Payne Housing Authority adoption of a non-smoking living environment does not in any way change the standard of care that the Fort Payne Housing Authority has under applicable law to render the property any safer, more habitable or improved in terms of air quality standards than any other rental premises. The Fort Payne Housing Authority specifically disclaims any implied or express warranties that the property will have any higher or improved air quality standards than any other rental property. The Fort Payne Housing Authority cannot and does not warranty or promise that the property will be free from secondhand smoke. Resident acknowledges that the Fort Payne Housing Authority's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Residents and Resident's quests. Residents with respiratory ailments, allergies or other condition relating to smoke are put on notice that the Fort Payne Housing Authority does not assume any higher duty of care to enforce this Addendum than any other Fort Payne Housing Authority obligation under the rental agreement.
- 4) The Housing Authority's ability to police, monitor or enforce the Smoke Free Housing Policy is dependant in significant part on voluntary compliance tenants, tenant's household, tenant's families, tenant's guests and visitors.
- 5) Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Housing Authority does not assume any higher duty of care to enforce this policy than any other Landlord obligation under the Lease. The Housing Authority is not responsible for smoke exposure even if the tenant, a member of the tenant's household, tenant's families, tenant's guests or visitors have respiratory ailments, allergies, or any other physical or mental condition relating to smoke.
- 6) Even though the Housing Authority has adopted a Smoke Free Housing Policy it cannot guarantee that smoking will never happen.
- 7) In apartments that used to allow smoking, the effects of that smoking may still linger.

FAILURE TO SIGN THE ATTACHED LEASE ADDENDUM/HOUSE RULES AMENDMENT AND/OR RETURN IT TO THE PROPERTY MANAGEMENT OFFICE IN A TIMELY MANNER WILL BE CONSIDERED A LEASE VIOLATION AND PUT YOU AT RISK OF EVICTION.

FORT PAYNE HOUSING AUTHORITY
SMOKE FREE HOUSING POLICY

LEASE ADDENDUM AND HOUSE RULES AMENDMENT

This Addendum is hereby incorporated into the Dwelling Lease Agreement between The Fort Payne Housing Authority and the undersigned Resident.

I, _____, acknowledge receipt of Fort Payne Housing
Print Name
Authority's Smoke Free Housing Policy which will become effective on **July 30, 2018.**

I acknowledge that I have read and agree to abide by the Smoke Free Housing Policy and understand that it is included and has become a binding and enforceable part of my lease with Fort Payne Housing Authority as well as the House Rules and that any violations of said policy will result in the following:

First & Second Offense – The Manager will notify the resident of a complaint and give the resident a “verbal warning” and a copy of the Smoke Free Policy along with a pamphlet with a list of helpful resources to stop smoking.

Third, Fourth & Fifth offense - The Resident will be sent a “Lease Violation Warning” letter and another Pamphlet with a list of local resources to stop smoking.

Sixth Offense – The resident will receive a “Lease Termination” which is non-curable and eviction proceedings will begin.

NOTE: Offenses are based on a revolving 12-month period. Offenses older than 12 months will not be considered when determining the number of offenses.

Tenant Signature: _____

Apartment Number: _____

Date: _____

FAILURE TO SIGN THE ATTACHED LEASE ADDENDUM/HOUSE RULES AMENDMENT AND/OR RETURN IT TO THE PROPERTY MANAGEMENT OFFICE IN A TIMELY MANNER WILL BE CONSIDERED A LEASE VIOLATION AND PUT YOU AT RISK OF EVICTION.