



Smoke-Free Housing Policy

Adopted: 2.22.2018

24 CFR Parts 965 and 966
(Lease Addendum and Rules Amendment)

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. This definition also includes electronic nicotine delivery systems (ENDS) including electronic cigarettes (“e-cigarettes”).
- 4) **Indoor Areas** – Indoor Areas is defined as living units/apartments. Indoor common areas, electrical rooms and closets, storage units or closets, community bathrooms, lobbies, hallways, laundry rooms, stairways, offices, elevators and all public housing administrative offices/buildings, Maintenance Facilities and vehicles.
- 5) **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, bathrooms, patios, balconies, porches and apartment entryway areas.
- 6) **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) Patios, Porches and Balconies
 - (d) Lobbies
 - (e) Hallways and Stairwells
 - (f) Elevators
 - (g) Management Offices
 - (h) Maintenance Offices and Inventory Areas
 - (i) Public Restrooms
 - (j) Community Rooms
 - (k) Community Kitchens
 - (l) Lawns
 - (m) Sidewalks and Walkways within the Development
 - (n) Parking Lots and Spaces
 - (o) Playgrounds, Parks and Picnic Areas

(p) Common areas also include any other area of the buildings or developments where tenants, tenant's families, tenant's guests, visitors, contractors, service personnel, employees, and members of the public may go.

Effective Date

The Effective Date shall be **7/30/2018**. 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 on all Housing Authority property including inside the buildings, common area, and all housing apartments starting on that date.

Tenants Responsibilities and Lease Violations

- 1) Tenants are prohibited from smoking on all Housing Authority property including inside the buildings, common area, and all housing apartments starting on that date.
- 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. **Two (2) 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 for **EACH** violation of the policy that occurs in the apartments, building common areas or any other nonsmoking area on or in the Housing Authority property. *(Any cigarette butts not properly disposed of may also be cause for a cleaning service charge.)*
- 4) No smoking signs will be posted both outside and inside the buildings, offices and common areas of the Housing Authority property. 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 offense - The first offense will result in a written warning.

Second offense – The second documented occurrence will result in an assessment of \$100.00 to the tenant to cover the cost of fumigating, painting, repairing, or correcting damage caused by tobacco smoke.

Third offense - The third documented occurrence will result in an assessment of \$250.00.

Fourth offense - The fourth offense will result in lease violation and termination of lease.

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.

Adoption of Policy 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 or drive its vehicles.
- 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 – The Housing Authority's adoption of a non-smoking living environment, and the efforts to designate portions of its developments as non-smoking does not in any way change the standard of care that the Housing Authority has under applicable law to render its developments any safer, more habitable or improved in terms of air quality standards than any other rental premises. The Housing Authority specifically disclaims any implied or express warranties that the air quality in the apartment or the building containing the apartment will improve or be any better than any other rental property. The Housing Authority cannot and does not warranty or promise that its developments will be free from secondhand smoke. The Housing Authority's adoption of the Smoke Free Housing Policy does not in any way change the standard of care that it has to the Tenant's apartments and the common spaces.

- 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.



SMOKE FREE HOUSING POLICY

*Lease Addendum and Authority Rules Amendment
(in accordance with 24 CFR Parts 965 and 966)*

I, _____, acknowledge receipt of Vidalia Housing 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 the Vidalia Housing Authority as well as the House Rules and that any violations of said policy will result in the following:

- First offense** - The first offense will result in a written warning.
- Second offense** - The second documented occurrence will result in an assessment of **\$100.00** to the tenant to cover the cost of fumigating, painting, repairing, or correcting damage caused by tobacco smoke.
- Third offense** - The third documented occurrence will result in an assessment of **\$250.00**.
- Fourth offense** - The fourth offense will result in lease violation and **termination of lease**.

Tenant Signature: _____

Apartment Address: _____

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.