

# **Oneonta Housing Authority Smoke-Free Housing Policy**

## **Resolution #407 Adopted 3/27/2018**

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, elevators and within all living units in public housing, and Public Housing Authority administration office buildings and vehicles (in brief, a smoke-free policy for all public housing indoor areas). This Rule and policy extends to all outdoor areas up to twenty-five (25) feet from housing (doors/entrances, windows and porches) and administrative office buildings, playgrounds 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. 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, bathroom, 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 July 1, 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 within twenty-five (25) feet of all housing (doors/entrances, windows and porches), administrative office buildings, maintenance facilities and other common areas listed above.
- 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. 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. (Any cigarette butts or tobacco related items not properly disposed of may will be subject to additional fees under the Schedule of Maintenance Charges.)
- 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** – Written warning.
- **Second Offense** - The second documented occurrence will result in a lease termination notice with the ability to cure as follows: A charge of \$50.00 being assessed against the tenant to cover the cost of post tenancy cleaning and the scheduling of an apartment inspection including an area within 25 feet of the apartment to ensure all activities deemed lease violations have completely ceased and the tenant has cleaned the apartment and surrounding area and removed all policy violating items covered under this policy's definition of "Smoking". This inspection will be conducted within fourteen (14) days of the date of the notice. If the tenant fails this inspection it shall be considered a Third Offense.
- **Third Offense** - The third documented occurrence will result in a lease termination notice with the ability to cure as follows: A charge of \$100.00 being assessed against the tenant to cover the cost of post tenancy cleaning the scheduling of an apartment inspection including an area within 25 feet of the apartment to ensure all activities deemed lease violations have completely ceased and the tenant has cleaned the apartment and surrounding area and removed all policy violating items covered under this policy's definition of "Smoking". This inspection will be conducted within fourteen (14) days of the date of the notice. If the tenant fails this inspection it shall be considered a Fourth Offense.
- **Fourth Offense** - The fourth documented occurrence within a 12-month period will result in Lease termination with no opportunity to cure.

**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, a return maintenance trip charge 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. If still not received after the warning, the eviction process will begin. 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 is Not the 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 it's 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 dependent 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.**

**ONEONTA HOUSING AUTHORITY**  
**SMOKE FREE HOUSING POLICY**

I, \_\_\_\_\_, acknowledge receipt of Oneonta Housing Authority's Smoke Free Housing Policy which is/was effective on July 1, 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 Oneonta Housing Authority as well as the House Rules and that any violations of said policy will result in the following:

**First Offense**– Written warning.

**Second Offense** - The second documented occurrence will result in a lease termination notice with the ability to cure as follows: A charge of \$50.00 being assessed against the tenant to cover the cost of post-tenancy cleaning and the scheduling of an apartment inspection including an area within 25 feet of the apartment to ensure all activities deemed lease violations have completely ceased and the tenant has cleaned the apartment and surrounding area and removed all policy violating items covered under this policy's definition of "Smoking". This inspection will be conducted within fourteen (14) days of the date of the notice. If the tenant fails this inspection it shall be considered a Third Offense.

**Third Offense** - The third documented occurrence will result in a lease termination notice with the ability to cure as follows: A charge of \$100.00 being assessed against the tenant to cover the cost of post-tenancy cleaning and the scheduling of an apartment inspection including an area within 25 feet of the apartment to ensure all activities deemed lease violations have completely ceased and the tenant has cleaned the apartment and surrounding area and removed all policy violating items covered under this policy's definition of "Smoking". This inspection will be conducted within fourteen (14) days of the date of the notice. If the tenant fails this inspection it shall be considered a Fourth Offense.

**Fourth Offense** - The fourth documented occurrence within a 12-month period will result in Lease termination with no opportunity to cure.

**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.**