

Housing Authority of the City of Eastman
SMOKE-FREE HOUSING POLICY

Adopted Board Action October 16, 2017

This policy bars the use of prohibited tobacco products in all public housing apartments, all interior common areas and all outdoor areas (collectively, “restricted areas”) of the Eastman Housing Authority (Authority). As part of this policy, the Authority also prohibits the use of electronic nicotine delivery systems (ENDS) in the above areas and is including it in this policy’s definition of Smoking.

This policy applies to all tenants, tenant’s families, tenant’s guests, visitors, contractors, service personnel, and employees.

Purpose

- 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

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.

Development/Property – All of the Authority’s public housing developments and properties are included in this policy and all related administrative offices and maintenance facilities.

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”).

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.

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.

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 of this policy shall be February 1, 2018. All tenants, tenant's families, tenant's guests, visitors, contractors, service personnel, employees, and members of the public in and/or on Authority property will be prohibited from smoking inside the buildings, common areas, including all housing apartments starting on that date.

Tenants Responsibilities and Lease Violations

- 1) Tenants are responsible for the actions of members of their household and guests. Any tenant will be considered in violation of the lease if they, members of their household or guests are found smoking in any smoke-free areas included in this policy. Visual observation of smoking is not necessary to substantiate a violation of this 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. **Three (3) violations will be considered to be a serious violation of the material terms of the lease and will be cause for eviction.** In addition, tenant will be responsible for all costs to remove smoke odor or residue upon any violation of this policy.
- 2) No smoking signs will be posted both outside and inside the buildings, offices and common areas of Authority property. Tenants will be responsible to inform all their household, family, and guests that their apartment is smoke free and that their housing may be affected by violators.
- 3) If the smell of tobacco smoke is reported, the Authority will seek the source of the smoke and appropriate action will be taken. Tenants are encouraged to promptly give Authority 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 this policy, the following steps will be taken:

- **First violation** – The first documented violation will result in a written warning.
- **Second violation** - The second documented violation will result in a second and final written warning.



- **Third violation** – The third documented violation will result in lease termination.

Upon move out, the Authority reserves the right to charge a tenant a reasonable fee associated with any maintenance costs related to tenant's smoking in their apartment. In addition, the Authority reserves the right to charge a tenant a reasonable fee associated with any maintenance costs related to tenant's smoking during the duration of their lease.

If an employee is found to be in violation of this policy, any disciplinary actions should be consistent with the Authority's Personnel Policy.

Adoption of Policy by Tenant

Upon approval of this policy by the Authority, all current tenants living in the Authority's public housing developments will be given a copy of this policy. New tenants will be given a copy of this policy at lease-up. After review, both current and new tenants will be required to sign the Smoke-Free Housing Lease Addendum prior to the effective date of the policy. A copy will be retained in the tenant file. Failure to sign and/or return the Smoke-Free Housing Policy Lease Addendum to the Authority's management office in a timely manner will result in a written warning. If still not received after a second warning, the Authority will begin eviction procedures. All current tenants who smoke will be provided with resources for a cessation program. Authority staff 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 Authority's public housing developments and offices or drive its vehicles.
- 2) The Authority does not guarantee a Smoke-Free Environment – The Authority's adoption of the Smoke-Free Housing Policy, and the efforts to designate portions of developments as non-smoking does not make the 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 Authority will take reasonable steps to enforce the Smoke-Free Housing Policy. The Authority is not required to take steps in response to smoking unless the Authority has actual knowledge of the smoking and the identity of the responsible tenant.
- 3) Authority Disclaimer – The 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 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 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 Authority cannot and does not warranty or promise that its developments will be free from secondhand smoke. The 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 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 Authority does not assume any higher duty of care to enforce this policy than any other Landlord obligation under the Lease. The 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 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.

Signature Resident/Staff

Date

