**Greenwood Housing Authority (GHA)**

**Smoke-Free Housing Policy**

**24 CFR Parts 965 and 966**

**(Lease Addendum and House Rules Amendment)**

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 the Greenwood Housing Authority (GHA) 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 GHA administration office buildings and vehicles (in brief, a smoke-free policy for all public housing developments). The GHA is also prohibiting electronic nicotine delivery systems (ENDS) and is including it in this policy’s definition of Smoking. This policy extends to all outdoor areas up to and from housing (doors/entrances, windows and porches) and administrative office buildings and maintenance facilities to the physical land boundaries of the properties (grounds) on which GHA-owned buildings are located.

 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 /Residential Units -** Individual Apartment/Residential 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 buildings

(l) Lawns

(m) Sidewalks and walkways within the development

(n) Parking lots and spaces

(o) Playgrounds

(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.

7) **EXTERIOR AREA** – The Physical land boundaries of the property on which the GHA-buildings are located.

**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 GHA property will be prohibited from smoking inside the buildings, common area, including all apartments/residential units or any location on GHA-owned properties. Smoking is not allowed in any location on GHA-owned property starting on said date.

**Tenants Responsibilities and Lease Violations**

1. 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 GHA facility or apartments/residential units or anywhere on GHA property. 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 apartments/residential units 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 upon the Third (3rd) occurrence.**
2. 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.
3. No smoking signs will be posted both outside and inside the buildings, offices and common areas of the GHA property, entrances and in conspicuous locations herein unnamed. Tenants will be responsible to inform all their household, family, guests and visitors that the property on which their apartment/residential unit is situated is smoke free and that their housing assistance may be affected by a violation of the Policy.
4. If the smell of tobacco smoke is reported, the GHA will seek the source of the smoke as soon as possible thereafter and appropriate action will be taken if appropriate evidence exist to do so. Tenants are encouraged to promptly give GHA 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/residential unit.

**ENFORCEMENT**

Enforcement of the Policy will begin on **July 30, 2018**. Annual Inspections is a tool available to the GHA as a means of monitoring a tenant’s compliance with the Policy. It is the responsibility of all tenants to notify guests of this Policy. If a tenant witnesses someone smoking or smells tobacco smoke that is not in accordance with this Policy, the tenant should report the violator or the odor to GHA management in writing as soon as possible. GHA management receiving a report involving a violation of this Policy will take appropriate enforcement action.

(1) **1st Violation**

(a) The GHA will have an informal meeting with the tenant and issue a verbal warning referencing the section of the Lease that has been violated.

(b) The GHA will provide the tenant a copy of the Policy and cessation materials.

(c) The GHA will require tenant to sign an Acknowledgement of Verbal Warning and an agreement not to violate the Policy again or face further action.

(d) The GHA will document the tenant file.

(2) **2nd Violation**

(a) The GHA will send a written warning to the tenant citing the section of the Lease that has been violated.

(b) The GHA will provide the tenant a copy of the Policy and cessation materials.

(c) The GHA will require tenant to sign an Acknowledgement of Written Warning and an agreement not to violate the Policy again or face further action.

(d) The GHA will document the tenant file.

(3) **3rd Violation**

The GHA will take action to terminate the Lease.

**Health and Safety of Employees and Contractors**

For the health and safety of GHA 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 GHA 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/residential unit, 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**

All tenants presently living in the GHA apartments and new tenants will be given a copy of this policy. 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 GHA Management office in a timely manner will result in a written warning, and if still not received, eviction action will commence. All current tenants who smoke will be provided with resources for a cessation program upon request. GHA management will provide information on cessation program accessibility.

**Disclaimers and Representations**

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1. The GHA Not Guarantor of Smoke Free Environment – GHA's adoption of the Smoke Free Housing Policy, and the efforts to designate it’s developments as non-smoking does not make the GHA or any of its Board of Commissioners, officers, employees or agents the guarantor of tenant's health or of the smoke free condition of its non-smoking developments. However, the GHA will take reasonable steps to enforce the Smoke Free Housing Policy. The GHA is not required to take steps in response to smoking unless the GHA has actual knowledge of the smoking and the identity of the responsible tenant.
2. GHA Disclaimer – The GHA's adoption of a non-smoking living environment and the efforts to designate its developments as non-smoking does not in any way change the standard of care that the GHA 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 GHA 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 GHA cannot and does not warranty or promise that its developments will be free from secondhand smoke. The GHA’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.
3. The GHA’s ability to police, monitor or enforce the Smoke Free Housing Policy is dependant in significant part on voluntary compliant tenants, tenant’s families, member of tenant’s household, tenant’s guests and visitors.
4. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the GHA does not assume any higher duty of care to enforce this policy than any other Landlord obligation under the Lease. The GHA 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.
5. Even though the GHA has adopted a Smoke Free Housing Policy it cannot guarantee that smoking will never happen.
6. In apartments where smoking has occurred, the effects of that smoking may still linger.