

ITHACA HOUSING AUTHORITY

Smoke-Free Housing Policy

October 2017

POLICY STATEMENT

The Ithaca Housing Authority (IHA) is committed to providing a healthy, productive and respectful environment in which to live and work. Effective May 1, 2018 smoking will be banned in and on all IHA managed housing properties, including but not limited to all buildings, apartments, dwelling units, offices, vehicles, playgrounds and common areas, unless otherwise designated. This policy applies to all persons entering properties of the IHA, including but not limited to, residents, guests, visitors, contractors, vendors, employees, staff, and volunteers.

All provisions, terms and conditions appearing in this smoke and tobacco-free policy are incorporated and made part of the Resident Dwelling Lease, the Employee Handbook, and the Maintenance Union Agreement. Smoke-Free Public Housing is a US Department of Housing and Urban Development (HUD) Mandate, and through Notice and Regulation, HUD has required Public Housing Authorities to implement a smoke-free policy.

1.0 POLICY

- 1.1 Unless permitted in an otherwise designated area, smoking is prohibited on all property owned by the IHA, be it private or common areas. Any resident, including members of their household, guests, or visitors will be considered in violation of their lease if found smoking, or if evidence of smoking attributable to the resident or to those persons is found, in any IHA facility, house or apartment or anywhere on IHA property that is deemed as a non-smoking area. It is the purpose of this policy to mitigate: (i) the irritation and negative health effects of secondhand smoke, (ii) the increased risk of fire from smoking, (iii) the increased maintenance, cleaning and redecorating costs from smoking.

2.0 DEFINITIONS

- 2.1 "Smoke" or "smoking" means inhaling, exhaling, breathing, burning or carrying any lighted or heated cigar, cigarette, pipe, other smoking device for burning tobacco, other device designed to accomplish, enable or imitate the act of smoking, or similar lighted product in any manner or in any form, or any electronic or non-electronic device that provides a vapor of liquid nicotine and/or other substances which simulates smoking, be it e-cigarettes, e-cigars, e-pipes, hookahs, and all vapor/vaping devices or any other name referred to.
- 2.2 "Dwelling Unit" is defined as the residence occupied by a person(s), which are the interior and exterior spaces tied to a particular unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathrooms, and other space within the unit, as well as porches and patios.

- 2.3 “Common Spaces” are defined as areas within the building interior that are open to the public, including but not limited to, entryways, patios, porches, hallways, elevators, management offices, community kitchens, community rooms, community bathrooms, lobbies, reception areas, laundry rooms, storeroom, stairwells, and any other area accessible to employees, residents and guests.

3.0 PROPERTY DETAILS

- 3.1 All areas of property owned by the IHA, be it dwelling units, high rises, and common areas, private or public, are smoke-free, unless otherwise designated.

4.0 MANAGEMENT RESPONSIBILITIES

- 4.1 The IHA shall post “No Smoking” signs at entrances and exits, as well as signs for designated smoking areas.
- 4.2 Receptacles will be provided by the IHA at any designated smoking areas. All smoking residents and guests are required to dispose of their smoking materials in appropriate collection receptacles.
- 4.3 All residents will be given a copy of the Smoke-Free Policy and will be required to sign the new lease which contains the smoke-free requirements.

5.0 RESIDENT RESPONSIBILITIES

- 5.1 Resident agrees to refrain from and cause Resident’s household members, Resident’s guests, and other persons entering upon the Resident’s dwelling unit to refrain from smoking tobacco products, be it inhaling, exhaling, breathing, burning or carrying any lighted cigar, cigarette, pipe, or other smoking device for burning tobacco or similar lighted product in any manner or in any form, or any electronic or non-electronic device that provides a vapor of liquid nicotine and/or other substances which simulates smoking, be it e-cigarettes, e-cigars, e-pipes or any other name referred to, in all areas of property owned by the IHA, being both private and common, whether enclosed or outdoors, including but not limited to, all living units, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, entry ways, patios, porches, playgrounds, and elevators.
- 5.2 Residents shall be responsible to inform all their guests and visitors that their dwelling unit and all areas of the IHA are smoke-free, unless otherwise designated, and that their housing may be affected by violators.
- 5.3 Smoking shall be permitted in designated and limited areas only, which locations may be subject to change.

- 5.4 Residents are encouraged to promptly give Landlord notice in writing of any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's unit. Residents are required to complete and submit a Notice of Incident to the IHA Office form when reporting an incident.

6.0 **DISCLAIMERS**

- 6.1 Resident acknowledges that Landlord's adoption of a non-smoking living environment does not make the Landlord or Landlord's agents, representatives, servants, and/or employees, the grantor of Resident's health or of the non-smoking condition of the Resident's unit and the common areas. IHA is not a guarantor of Resident's well-being related to smoke-free environment. Residents understand and accept that landlord's adoption of a Non-smoking Policy, and efforts to enforce such policy, do not constitute representation or guarantee by the IHA or any of its managing agents of any direct or consequential benefits to the Resident's health or well-being. IHA will take reasonable steps to enforce the Non-smoking policy. IHA will address violations of the policy which shall be upon IHA's sole discretion.

- 6.2 Resident acknowledges the IHA's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way warranty (implied or expressed) or render IHA's buildings and premises any safer, more habitable, or improved in terms of air quality standards than any other rental premises, or that they be free from secondhand smoke. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this policy than any other landlord obligation under the Lease. Resident understands and accepts that IHA's adoption of a non-smoking living environment, and efforts to designate portions of the Property as non-smoking, do not in any way modify or add to the standard of care that IHA has under applicable law to maintain the Property safe relative to air quality. IHA makes no implied or express warranties that the air quality will be higher than other comparable rental properties as a result of the Non-smoking Policy. IHA cannot and does not warranty or promise that the Property will be free from second-hand smoke. IHA's ability to police, monitor or enforce this Policy is dependent in part on voluntary compliance by Residents and Resident's guests.

- 6.3 Notice to Residents with respiratory ailments, allergies or other conditions related to Smoke. This Policy constitutes notice that IHA does not assume any duty of care to enforce this Policy higher than that under the rental agreement.

- 6.4 The IHA is under no obligation to provide designated smoking areas.

7.0 **VIOLATIONS**

- 7.1 Any resident, including members of their household, guests, or visitors will be considered in violation of the Resident's lease if found smoking in any IHA facility or dwelling unit or anywhere on IHA property not designated as a smoking area.

- 7.2 Resident acknowledges that three violations will be considered to be a repeated violation of the material terms of the lease and will be cause for eviction. The first violation will result in a written warning to the resident. A second violation will result in written warning with a fine of \$200.00. A third violation will result in termination of the lease.
- 7.3 Resident acknowledges that the remedy for smoking within the apartment after the first warning will be the assessment of a charge of Two Hundred Dollars (\$200.00). There will be an assessment of \$200 for each and every smoking incident thereafter. Charges will be used by Landlord towards the costs of refurbishing the dwelling unit. Said charges will be deemed additional rent and shall be recoverable by the IHA.

The IHA Board of Commissioners supports the Smoke-Free Housing Policy and recognizes that exposure to secondhand smoke is harmful to public housing residents, staff and visitors and will provide an opportunity to lower overall maintenance costs and reduce the risk of catastrophic fires in properties.

POLICY DISTRIBUTION

Upon adoption of this policy, all current residents of properties covered by this policy will be given two copies of the policy. After review, the resident will sign one copy and return the executed copy to the IHA Office within seven (7) days after its distribution. The signed copy will be placed in the resident's file. New residents will be given two copies of the smoke-free policy at the time they execute their lease. After review, the resident will sign one copy and return the executed copy to the IHA Office. The signed copy will be placed in the resident's file.

EFFECTIVE DATE OF THE POLICY

This Policy is effective on May 1, 2018 for all residents, their guests, and all employees, contractors, business invitees who provide services to any IHA properties.