

CORTLAND HOUSING AUTHORITY

Smoke-Free Policy

POLICY STATEMENT

The Cortland Housing Authority (CHA) is committed to providing a healthy, productive and respectful environment in which to live and work. Effective July 1, 2018 smoking will be banned within and 25 feet from all CHA managed housing properties, including but not limited to buildings, apartments, dwelling units, offices, vehicles, playgrounds, common areas, bus shelters or structures, such as gazebos, covered patios, and walkways. This policy applies to all persons entering properties of the CHA, including but not limited to, residents, guests, visitors, contractors, vendors, employees, staff, and volunteers.

All provisions, terms and conditions appearing in this smoke-free policy are incorporated and made part of the Resident Dwelling Lease. Smoke-Free Public Housing is a United States 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 Smoking is prohibited within and 25 feet from property owned by the CHA, be it private or common areas, including but not limited to buildings, apartments, dwelling units, offices, vehicles, playgrounds, common areas, bus shelters or structures, such as gazebos, covered patios, and walkways. Any resident, including members of their household, guests, or visitors will be considered in violation of the lease if found smoking, or if evidence of smoking attributable to the resident or to those persons is found, in any CHA facility, apartment or anywhere on CHA 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, and (iii) the increased maintenance, cleaning and renovating 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 Areas” 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 Smoking will be banned within and 25 feet from all CHA managed housing properties, including but not limited to buildings, apartments, dwelling units, offices, vehicles, playgrounds, common areas, bus shelters or structures, such as gazebos, covered patios, and walkways.

4.0 MANAGEMENT RESPONSIBILITIES

- 4.1 The CHA shall post appropriate “Smoke-Free” signage.
- 4.2 The CHA will provide local resources for those interested in quitting tobacco, upon request.
- 4.3 The CHA will provide residents with a copy of the executed version of the Smoke-Free Policy.

5.0 RESIDENT RESPONSIBILITIES

- 5.1 Resident agrees to refrain from and cause Resident’s household members, Resident’s guests, and other persons under Resident’s control to refrain from smoking of 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, within and 25 feet from all CHA managed housing properties, including but not limited to buildings, apartments, dwelling units, offices, vehicles, playgrounds, common areas, bus shelters or structures, such as gazebos, covered patios, and walkways.
- 5.2 Residents will be given a copy of the Smoke-Free Policy and all adults 18 years of age and older residing in the CHA will be required to sign the Smoke-Free Policy which contains the smoke-free requirements.
- 5.3 Residents will be responsible to inform all their guests and visitors of the CHA smoke-free policy and that their housing may be affected by violators.
- 5.4 All smoking residents and guests are required to dispose of their smoking materials appropriately. There will be a maintenance labor charge placed on a tenant’s account for cleaning areas when smoking materials are not properly disposed of.
- 5.5 Residents are encouraged to promptly give Landlord notice in writing of any incident where the policy is being violated. Residents are required to complete and submit a Notice of Incident to the CHA 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. CHA is not a guarantor of Resident's well-being related to smoke-free environment. Residents understand and accept that landlord's adoption of a smoke-free policy, and efforts to enforce such policy, do not constitute representation or guarantee by the CHA or any of its managing agents of any direct or consequential benefits to the Resident's health or well-being. CHA will take reasonable steps to enforce the smoke-free policy. CHA will address violations of the policy upon CHA's actual knowledge of the violation and the identity of the responsible Resident.
- 6.2 Resident acknowledges the CHA's adoption of a smoke-free policy, does not in any way warranty (implied or expressed) or render CHA'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 CHA'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 CHA has under applicable law to maintain the Property safe relative to air quality. CHA makes no implied or express warranties that the air quality will be higher than other comparable rental properties as a result of the smoke-free policy. CHA does not warranty or promise that the Property will be free from second-hand smoke. CHA's ability to police, monitor or enforce this policy is dependent in part on voluntary compliance by Residents and Residents' guests.
- 6.3 Notice to Residents with respiratory ailments, allergies or other conditions related to Smoke. This Smoke-Free Policy constitutes notice that CHA does not assume any duty of care to enforce this smoke-free policy higher than that under the rental agreement.
- 6.4 The CHA 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 violating the CHA smoke-free policy.
- 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 potential cleaning/maintenance labor and materials charge of up to \$250.00 (two-hundred and fifty) dollars.
 - A third violation will result in termination of the lease and an additional potential cleaning/maintenance labor and materials charge of up to \$250.00 (two-hundred and fifty) dollars.

The CHA Board of Commissioners supports the smoke-free 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. The CHA will support Residents who are interested in quitting tobacco with local cessation resources upon request.

POLICY AGREEMENT

Upon adoption of this policy, all current residents of CHA will be given a copy of the Smoke-Free policy. After review, all residents 18 years and over are required to sign the Smoke-Free Policy and Part II of the Lease Agreement and return it to the CHA Office within thirty (30) days. CHA administration will sign and then provide the Residents with the copy of the executed Smoke-Free Policy and Part II of the Lease Agreement. The original will be placed in the resident's file.

New residents will be given a copy of the Smoke-Free Policy/Lease Addendum at the time they execute their lease. After review, all residents 18 years and over are required to sign the Smoke-Free Policy/Lease Addendum and return it to the CHA Office at the time of lease execution. CHA administration will sign and then provide the Residence with the copy of the executed Smoke-Free Policy/Lease Addendum. The original will be placed in the resident's file.

***Failure to comply with the policy is considered a serious lease violation.**

EFFECTIVE DATE OF THE POLICY

The smoke-free policy is effective on July 1, 2018 for all residents, guests, visitors, contractors, vendors, employees, staff and volunteers who provide services to any CHA properties. Failure to comply with the requirements of this policy is considered a lease violation and may result in eviction.