

# S M O K E - F R E E P O L I C Y

## PURPOSE

The purpose of the Franklin County Consolidated Housing Authority (FCCHA) Smoke-Free Policy is to mitigate irritation and known health effects of secondhand smoke for residents, guests, contract workers and FCCHA employees and to comply with HUD regulations mandating this policy (*Notice PIH-2017-03*). In addition, the smoke-free policy is intended to decrease the risk of fire in FCCHA units, reduce increased insurance costs, and reduce the costs of maintenance and cleaning resulting from smoking.

## DEFINITION OF SMOKING

Smoking is defined as inhaling, exhaling, breathing or carrying any lit cigar, cigarette, pipes, other tobacco product or similarly lighted smoking material in any manner or in any form. In addition, smoking shall include the use of E-cigarettes, water pipes (hookahs), and similar products by which vapor is inhaled.

## SMOKE FREE AREAS

Effective **January 1, 2018**, all public housing and administrative buildings on FCCHA property will be smoke-free buildings. Smoking will be prohibited in individual public housing units and common spaces of properties owned and operated by FCCHA.

*“Individual public housing units”* are defined as the interior and exterior spaces tied to a particular dwelling unit. This includes, but is not limited to, living rooms, bedrooms, hallways, kitchens, bathrooms, garages, carports, porches, patios and entryways. These areas are designated as smoke-free.

Also, areas designated as smoke-free are *“common spaces”*, such as: FCCHA walkways, lawns, community patios and gardens, community bathrooms, lobbies, community rooms, laundry rooms, hallways, stairways, management and administrative offices, balconies, entryways, porches, parking areas, all playgrounds located on all FCCHA public housing properties, and any other area of the building or complex that is

accessible to employees, residents and guests, that are within 25 feet of a public housing dwelling unit or facility.

## SMOKING AREAS

There are **NO** designated smoking areas. **Smoking is permitted ONLY in areas that are a minimum of 25 feet away from any public housing building or “common spaces” as defined by this policy.**

Residents, guests, employees and contractors ARE permitted to smoke in the areas as defined above and must dispose of their smoking material within the same smoking area, using proper ashtrays or receptacles designed for the safe disposal of cigarette/cigar butts and matches and that does not create litter on the grounds. Ashtrays/receptacles WILL NOT be provided by FCCHA.

## PROMOTION OF THIS SMOKE-FREE POLICY

The FCCHA will post no-smoking signs, promote this policy through discussions with residents, and enforce compliance with this policy. Smoking cessation information will be made available for residents at the FCCHA main office.

Current residents will be provided a copy of the Smoke-Free Policy and will be required to sign a smoke-free lease addendum at the time of their lease renewal by **January 1, 2018**. New residents will be provided a copy of the policy and sign the lease addendum at their lease up. The lease addendum will be kept in the resident’s file, and a copy provided to the resident.

## REPORTING SUSPECTED VIOLATIONS

If a resident or FCCHA employee notices or observes a violation of this policy, they may submit a voluntary report to the Housing Manager as soon as possible. Residents are encouraged to promptly give written notice to FCCHA of any incident where tobacco smoke is migrating into the resident’s unit from sources outside of the resident’s unit. FCCHA management will seek the source of the violation, be responsible for enforcing the terms of this policy, and take appropriate action.

## LEASE ENFORCEMENT

The Head(s) of Household (HOH) will sign a lease addendum and agree that all members of the household and all guests of the household will abide by the Smoke-Free Policy. Each HOH will be responsible to ensure that all household members, their visitors and their guests, are aware of, and will adhere to, the Smoke-Free Policy. A violation of this policy exists when the HOH(s), or any member of their household, guests, or visitors are found to be smoking in any smoke-free area on FCCHA property.

Failure to comply with the terms and conditions of the Smoke-Free Policy is a material violation of the lease and subjects the HOH(s) to sanctions, up to and including termination of the lease. All costs incurred by the Housing Authority due to a violation of this policy will be considered the financial obligation of the HOH(s).

Three (3) violations of this policy, per household, will be considered to be a repeated violation of the material terms of the lease and will be cause for eviction. Violations of this policy will be enforced by the following actions:

1. 1<sup>st</sup> violation – written reprimand
2. 2<sup>nd</sup> violation – notice of lease violation and required conference with housing manager
3. 3<sup>rd</sup> violation – notice of lease termination

Throughout steps one and two, the housing manager will share cessation resources with the resident. The resident shall have the right to file a grievance under the FCCHA's grievance policy due to adverse action that is not resolved to the satisfaction of the resident.

Residents will be solely responsible for the cost to clean items which have been discolored and replacement of items damaged as a result of violating this policy including, but not limited to, flooring, window treatment, walls, surfaces, light covering, ventilation systems, etc. Charges may be assessed during tenancy or at resident move-out.

## GUARANTOR OF SMOKE-FREE ENVIRONMENT

The FCCHA's adoption of a smoke-free policy does not make the FCCHA the guarantor of resident's health or of the smoke-free condition of resident's unit and common areas. However, the FCCHA shall take reasonable steps to enforce the smoke-free terms of its lease addendum and to make the "smoke-free areas" as smoke free as is reasonably

possible. The FCCHA will address violations of this policy upon the FCCHA's actual knowledge of said smoking, or if the FCCHA has been given notice of said smoking and said notice can be substantiated.

## **DISCLAIMER BY FRANKLIN COUNTY CONSOLIDATED HOUSING AUTHORITY (FCCHA)**

The FCCHA's adoption of a smoke-free policy does not in any way change the standard of care that the FCCHA would have to a resident household to render buildings and premises designated smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. FCCHA specifically disclaims any implied or express warranties that the building, common areas, or resident's premises will have any higher or improved air quality standards than any other rental property. The FCCHA cannot and does not warrant or promise that the rental premises or common areas will be free from second hand smoke. The FCCHA's ability to police, monitor, or enforce the agreements of the Smoke-Free Lease Addendum is dependent in significant part on voluntary compliance by resident and resident's guests, as well as by all residents and guests in other parts of the smoke-free area. Residents with respiratory ailments, allergies or a physical or psychological condition relating to smoke are put on notice that the FCCHA does not assume any higher duty of care to enforce the smoke-free lease addendum than any other FCCHA obligation under the Lease.