

**FY2018 ANNUAL AGENCY PLAN  
PUBLIC HOUSING ADMISSIONS and  
CONTINUED OCCUPANCY POLICY AMENDMENT**

**SMOKE-FREE HOUSING POLICY**

**1. INTRODUCTION**

According to the American Lung Association, cigarette smoking is the number one cause of preventable disease in the United States. The elderly and young populations, as well as individuals with chronic illnesses, are especially vulnerable to the adverse effects of smoking. This concern was addressed by the Family Smoking Prevention and Tobacco Control Act (P.L. 111-31) signed into law in June 2009. Because Environmental Tobacco Smoke (ETS) can migrate between units in multifamily housing, causing respiratory illness, heart disease, cancer, and other adverse health effects in neighboring families, the U.S. Department of Housing and Urban Development (HUD) has been encouraging Public Housing Agencies (PHA) to implement smoke-free housing policies (Notices PIH-2009-21 and PIH-2012-25). By reducing the public health risks associated with tobacco use, establishing a smoke-free housing environment will enhance the effectiveness of HUD and PHA efforts to provide increased public health protection for residents of public housing. Smoking is also the leading cause of fire-related injuries and deaths. Additionally, turnover costs are increased when apartments are vacated by smokers; therefore, implementing a smoke-free housing policy is a good approach for reducing maintenance costs.

On December 5, 2016, HUD issued a Final Rule at 24 CFR Parts 965 and 966 entitled *Instituting Smoke-Free Public Housing* that **requires** PHA administering a public housing program to implement a smoke-free housing policy no later than eighteen (18) months from the effective date of the final rule. Since the effective date of the final rule is February 3, 2017, all PHAs **must be in full compliance by July 30, 2018**.

**2. PURPOSE**

The Housing Authority of the County of Armstrong desires to improve the indoor air quality and safety of its residents and employees by mitigating (i) the irritation and known health effects of secondhand smoke; (ii) the increased risk of fire from smoking; (iii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iv) the potential higher costs of fire insurance for non-smoke-free buildings.

Although not specifically covered under this final rule, this Smoke-Free Housing Policy shall also be applicable to the Section 8 New Construction Program (Balcony Towers) pursuant to HUD Notices H-2010-21 and H-2012-22.

### **3. IMPLEMENTATION**

Effective July 1, 2018, all current residents, new admissions, guests, service providers, Housing Authority employees, and any other persons are not permitted to use any **prohibited tobacco product** in any **restricted area** in accordance with the following definitions:

#### **A. Prohibited Tobacco Products**

Items that involve the ignition and burning of tobacco leaves, including but not limited to, cigarettes, cigars, and pipes. Also included in this definition are waterpipes, also known as hookahs.

#### **B. Restricted Areas**

1. All apartments;
2. All interior areas of Housing Authority property, including but not limited to, hallways, stairwells, community rooms, laundry rooms, bathrooms, elevators, storage areas, offices, and other similar areas; and,
3. All outdoor areas within twenty-five (25) feet from housing and office buildings, including but not limited to, entrance ways, porches, balconies, and other similar areas.

#### **C. Notification**

The Housing Authority shall post “No Smoking” signage outside, inside, and in other appropriate areas of its housing complexes.

#### **D. Lease Addendum**

Upon adoption of this Smoke-Free Housing Policy, and at least sixty (60) days in advance of the Policy’s effective date, each resident shall be provided with a Lease Addendum and a letter requesting that the resident accept or refuse to accept the Lease Addendum. The Lease of residents who refuse to accept the Lease Addendum shall terminate effective June 30, 2018.

### **4. LEASE PROVISIONS AND HOUSE RULES**

- #### **A. Resident Obligations**
- shall be expanded to assure that no resident, member of the resident’s household, guest, or any other person under the resident’s control engages in:

1. Any smoking of prohibited tobacco products in any restricted areas as defined in 2 CFR Part 965, or in any other areas that have been designated as smoke-free by the Housing Authority. (Civil Activity)
- B. Residents shall inform their guests, service providers, and other persons under their control of the Housing Authority's Smoke-Free Housing Policy. Persons who do not comply with the Housing Authority's Smoke-Free Housing Policy shall be barred from property.
- C. For the health and safety of Housing Authority employees and their representatives, no resident shall have any type of tobacco or related product burning at such time as any employee or representative of the Housing Authority enters or remains in their apartment. If any resident refuses to put out the burning tobacco or related product prior to the employee or representative entering the apartment, or if the resident lights a tobacco or related tobacco product while employee or representative remains in the 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 tobacco product burning, and may result in a delay of services as well as enforcement action.
- D. Residents shall promptly provide the property manager with a written statement of any incident where tobacco smoke is migrating into their apartment from sources outside of their apartment (Policy Attachment). When smoking is observed, or reported, the property manager shall seek the source of the smoke and take appropriate action as follows:
  1. **First Offense:** Resident shall receive a verbal warning that shall be documented in the resident's file.
  2. **Second Offense:** Resident shall receive a written notice warning the resident that a third offense shall result in Termination of the Lease.
  3. **Third Offense:** Resident shall receive a thirty (30) day Notice of Termination/Notice to Vacate.
- E. Resident acknowledges that the Housing Authority's adoption of a smoke-free living environment, and the efforts to designate its housing complexes as smoke-free, do not make the Housing Authority or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's apartment and the common areas. The Housing Authority shall take reasonable steps to enforce the smoke-free terms of its leases and to make its housing complexes smoke-free. The Housing Authority is not required to take steps in response to smoking unless it knows of said smoking or has been given written notice of said smoking.

- F. Resident acknowledges that their commitments under this Smoke-Free Housing Policy are made to the other residents as well to the Housing Authority, meaning that a resident may sue another resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another resident. Any suit between residents shall not create a presumption that the Housing Authority breached the Smoke-Free Housing Policy, Lease Addendum or House Rules. Nothing in this paragraph is to be taken as a grant of rights not already held by residents. This language is only intended to state that a resident may have rights to pursue a claim under applicable existing State or Federal laws.
- G. A breach of the Smoke-Free Housing Policy, Lease Addendum, or House Rules shall give each party all the rights contained in the Lease, Lease Addendum and House Rules. A material breach of the Lease Addendum or House Rules shall be a material breach of the Lease and be grounds for termination of the Lease by the Housing Authority.
- H. **Disclaimer.** Resident acknowledges that the Housing Authority's adoption of a smoke-free living environment and the efforts to designate its housing complexes smoke-free do not change the standard of care that the Housing Authority would have to a resident household or render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The Housing Authority specifically disclaims any implied or express warranties that the building, common areas, or resident's apartments will have any higher or improved air quality standards than any other rental property. The Housing Authority cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that the Housing Authority's ability to police, monitor, or enforce its Smoke-Free Housing Policy is dependent in significant part on voluntary compliance by resident and resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Housing Authority does not assume any higher duty of care to enforce this Smoke-Free Housing Policy than other landlord obligation under the Lease.