

Housing Authority of the City of Titusville

SMOKE-FREE POLICY and LEASE ADDENDUM

According to the American Lung Association, cigarette smoking is the number one cause of preventable disease in the U.S. The elderly and young populations, as well as people with chronic illnesses, are especially vulnerable to the adverse effects of smoking. In order to promote a healthier environment for all of public housing residents, the U.S. Department of Housing and Urban Development proposed a rule designating all public housing units as “smoke-free.”

On November 30, 2016, HUD announced its final rule that all PHAs were to become smoke-free, with an effective rule date of February 3, 2017.

Because second-hand smoke can migrate between units in multifamily housing, causing respiratory illness, heart disease, cancer, and other adverse health effects in neighboring families, HUD has mandated that housing authorities adopt non-smoking policies.

Besides the public health risks associated with tobacco use, smoking is also a source of fires and fire-related deaths and injuries.

On October 1, 2016 the Housing Authority of the City of Titusville (THA) sent out a notice requesting all residents to comment on the proposed policy.

On November 15 and November 17, 2016, public meetings were held for all residents to discuss and comment, and to answer any questions for the residents.

On February 7, 2017 a meeting of the Board of Commissioners was held and a resolution was passed that effective May 1, 2017 that smoking will be banned on all THA- owned and operated units. There will be an instant ban on any and all new units that the THA will own or operate in the future.

1. **No-Smoking Policy** – Due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, the THA is adopting the following No-Smoking Policy, which prohibits smoking in any, interior area, including but not limited to the community room, community bathroom, reception area, hallways, maintenance shop, stairways, offices, and within all living unit, and within 25 feet of all building(s) including entry ways, porches and patios.
2. **Definition** – The term “smoking” means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, vaping device (e-cigarette),

hookahs, water pipes or other prohibited tobacco products or similar lighted product in any manner or in any form.

3. **The Housing Authority of the City of Titusville is not a guarantor of a smoke- free environment** – Resident acknowledges that the THA’s adoption of a No-Smoking Policy, and the efforts to designate portions of the Property as non-smoking do not make the THA or any of its managing agents the guarantor of Resident’s health or of the smoke free condition of the non-smoking portions of the Property. However, THA will take reasonable steps to enforce the No-Smoking Policy. The THA is not required to take steps in response to smoking unless the THA has actual knowledge of the smoking and the identity of the responsible Resident.
4. **Housing Authority of the City of Titusville Disclaimer** – Resident acknowledges that the THA adoption of a non-smoking living environment, and the efforts to designate portions of the Property as non-smoking does not in any way change the standard of care that the THA has under applicable law to render the Property any safer, more habitable or improved in terms of air quality standards than any other rental premises. THA specifically disclaims any implied or expressed warranties that the Property will have any higher or improved air quality standards than any other rental property. THA cannot and does not warranty or promise that the Property will be free from secondhand smoke. Resident acknowledges that the THA’s ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Residents and Residents’ guests. Residents with respiratory ailments, allergies or other conditions relating to smoke are put on notice that THA does not assume any higher duty of care to enforce this policy than any other THA obligation under the rental agreement.
5. **Lease Violation** – Residents are responsible for the actions of their household, their guests and visitors. Failure to adhere to any of the conditions of this policy, and the Lease Addendum will constitute both a material non-compliance with the Rental Agreement and a serious violation of the Rental Agreement. In addition, Residents will be responsible for all costs to remove smoke odor or residue under any violation of the Lease Addendum. Residents are responsible to make sure that cigarette, cigar or such butts be disposed of properly, and not thrown on the ground. As with all other trash not disposed of properly, there will be a fee charged to the head of household.
6. **Lease Violation Notice** – A courtesy notice will be given for an unconfirmed lease violation and/or an apparent minor first time violation. The courtesy notice is not a lease termination notice. Should the Housing Authority elect to serve an eviction notice for the violations discussed, then a resident will be served a “Lease Termination Notice”. The courtesy notice is to inform the Resident that the violation of the No Smoking Policy has come to our attention and that this is a

serious lease violation. If a Resident violates the No Smoking Policy or the Lease Addendum for a second time, it will result in a "Notice for Cause." The THA strongly stresses the importance of refraining from smoking in your unit, the common areas, community room, community bathroom, reception areas, hallways, maintenance shop, stairway, offices and at all times, within 25 feet from any building on THA property.

Owner/Agent reserves its rights including but not limited to, termination of tenancy through eviction of the imposition of a reasonable charge for cleaning the unit in instances where a household has been found to be in violation of the "smoke-free housing" rule.

THA has adopted a "Smoke -Free" Policy for its housing in accordance with the provisions of HUD's Final Rule (24 CFR Parts 965 and 966).

Smoking in dwelling units is strictly prohibited. THA reserves the rights including, but not limited to, termination of tenancy through eviction or the imposition of a reasonable charge for cleaning the apartment where a violation has been found.

Admission and Continued Occupancy Policy (ACOP) amended in February 2017.

I/We have read and understand the above Smoke-Free policy and agree to abide by it during my/our tenancy

SIGNATURE(S):

Resident: _____ Date: _____

Resident: _____ Date: _____

Resident: _____ Date: _____

Resident: _____ Date: _____

THA Representative

Date