

# **SMOKE-FREE HOUSING POLICY**

## Housing Authority of Frankfort

The Department of Housing and Urban Development has directed all housing authorities to institute policies to achieve smoke-free public housing. For this policy, smoking is defined as: inhaling, exhaling, breathing or carrying any lighted cigar, cigarette, pipe or other tobacco product or similar lighted product including water pipes (also known as hookahs) in any manner or form. This policy also prohibits the use of electronic nicotine delivery systems (ENDS), commonly referred to as e-cigarettes.

The following facts are well established concerning smoking and/or secondhand third-hand smoke:

- Smoking or exposure to secondhand smoke causes premature death from respiratory disease, cancer or heart disease
- Smoking is the number one cause of preventable disease in the US
- According to the EPA, secondhand and third-hand smoke exposure causes disease and premature death in children and adults who do not smoke
- People with chronic diseases such as asthma or cardiovascular disease are particularly vulnerable to the effects of second and third-hand smoke
- Secondhand smoke lingers in the air for hours after cigarettes have been extinguished and can migrate between apartments
- Fires started by lighted tobacco products constitute the leading cause of residential fires/fire deaths
- Turnover costs for apartments vacated by heavy smokers are, on average, six (6) times more expensive than apartments vacated by non-smokers.

1. Effective April 1, 2018 all current residents, all employees, all guests and all new residents after this date will be prohibited from smoking, as defined above, anywhere in the units whether occupied or vacant.
2. This non smoking policy also applies to building entry ways, porches, patios and breezeways. It also applies to any interior storage or common areas including but not limited to community rooms, community bathrooms, lobbies, hallways, laundry rooms,

# **SMOKE-FREE HOUSING POLICY**

## Housing Authority of Frankfort

stairways, day care centers, playground areas, offices and elevators.

3. Any current resident, who smokes, must sign and date a Temporary Smoking Exemption form allowing them to smoke in their apartment. This exemption will allow only the resident to smoke in their own apartment and will continue only until April 1, 2018, at which time the smoke-free policy shall apply.
4. Any resident with an approved exemption must not smoke in any unit other than their own. Any resident with an approved exemption must not allow anyone not on their lease to smoke in their unit at any time including guests and other residents.
5. Any deviation from the smoke-free policy by any resident, member of their family or guest will be considered a lease violation. Three such violations will result in lease termination.
6. Smoking outside the building while being at least 25 feet away from the building is not limited, however, should such smoking prove to be an issue for other residents, their guests, or employees, another location must be used. Clearing cigarette butts is the responsibility of the smoker(s).
7. Until April 1, 2018, for the health and safety of the Housing Authority employees and representatives, no resident shall have any type of tobacco or related product burning or in use as described by this policy at such time as an employee or representative enters and remains in the apartment.
8. Upon adoption of this policy, all residents living in the Housing Authority shall be required to sign this policy. You will be given a copy of the signed policy, with the original being placed in the tenant file.
9. Each resident is responsible for his/her own unit and understands the policy and the consequences of breaking this policy.

# **SMOKE-FREE HOUSING POLICY**

## Housing Authority of Frankfort

10. Residents shall promptly notify the Housing Authority in writing of any incident where tobacco smoke is migrating into his/her apartment from sources outside the apartment.

### **Smoke-Free Lease Violations**

Residents are responsible for the actions of their household members, guests and visitors. Visual observation of smoking is not necessary to substantiate a violation of the Smoke-Free Policy. For example, the presence of smoke, tobacco smoke odor, or smoke stains within an apartment in combinations with butts, ash trays or other smoking paraphernalia will be considered significant evidence of a Policy violation.

Failure to adhere to the conditions of the Smoke-Free Policy will constitute a serious violation of the Lease. Violations of the policy will result in the following:

- 1<sup>st</sup> Occurrence – The first documented occurrence will result a “Warning” letter reminding the Resident of the Smoke-Free Policy and the violation of the Dwelling Lease .
- 2<sup>nd</sup> Occurrence – The second documented occurrence will result in a “Final Warning” letter reminding the Resident of the Smoke-Free Policy and the violation of the Dwelling Lease.
- 3<sup>rd</sup> Occurrence – The third documented occurrence will result in lease termination.

**LANDLORD DISCLAIMER:** The Landlord’s adoption of a No-Smoking policy does not in any way change the standard of care that the Landlord has under applicable law to render the property safer, more habitable or improved in terms of air quality standards. Landlord cannot and does not warranty or promise that the property will be free from secondhand smoke. Resident acknowledges that Landlord’s ability to police, monitor or enforce the No-Smoking Policy is dependant in significant part on voluntary compliance by residents and resident’s guests. However, Landlord will take reasonable steps to enforce the No-Smoking Policy.

# SMOKE-FREE HOUSING POLICY

Housing Authority of Frankfort

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.

**Smoking Cessation Support:** Some resources to help you stop smoking have been provided and will continue to be made available upon your request.

## THIS POLICY BECOMES A PART OF MY DWELLING LEASE BY REFERENCE

\_\_\_\_\_  
Print Name - Head of Household

\_\_\_\_\_  
Signature - Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - Housing Authority Official

\_\_\_\_\_  
Date



An Equal Opportunity Employer M/F/H