

Housing Authority of East Baton Rouge Parish

Smoke-Free Housing Lease Addendum

I, _____, acknowledge receipt of
Print Name

Housing Authority of East Baton Rouge Parish's (PHA) Smoke-Free Housing Policy which will become effective on **July 16, 2018**.

I acknowledge that I have read and agree to abide by the Smoke-Free Housing Policy and understand that it is included and has become a binding and enforceable part of my lease with Housing Authority of East Baton Rouge Parish and that any violations of said policy will result in the following:

1st Offence The first observed or documented occurrence will result in a verbal warning to my household.

2nd Offence The second observed or documented occurrence will result in a written warning to my household.

3rd Offence: The third observed or documented occurrence will result in final written warning to the tenant and the tenant will be required to sign a new agreement to abide by the smoke-free policy.

4th Offence: The forth observed or documented occurrence will result in Lease termination.

Resident Acknowledgement:

By the signatures below I/we acknowledge that the above smoke-free policy was received and thoroughly explained to me/us. I/we agree that I/we will not smoke within 25 feet of all public housing units, all interior areas on PHA property, and all outdoor areas within 25 feet of dwelling units and administrative buildings on PHA property. I/we will be responsible for ensuring all household members, household visitors and guests who visit the premises comply with the PHA's smoke-free policy. I/we understand that any violation of the smoke free policy subjects me/us to eviction by the PHA in accordance with the terms and conditions of the Lease Agreement.

Tenant Head of Household _____ **Date** _____

Spouse or Tenant Co-Head _____ Date _____

Other Adult Member _____ Date _____

Other Adult Member _____ Date _____

Other Adult Member _____ Date _____

Other Adult Member _____ Date _____

THE PHA MUST TERMINATE THE LEASE FOR THE FAMILY'S FAILURE TO ACCEPT THE PHA'S OFFER OF A LEASE REVISION TO THE EXISTING LEASE IN A TIMELY MANNER. [24 CFR 966.4(1)(2)(ii)(E)]

PHA Property Manager _____ **Date** _____

Housing Authority of East Baton Rouge Parish

Smoke-Free Housing Policy

The U.S. Department of Housing and Urban Development (HUD) has implemented a Final Rule that requires each Public Housing Authority administering Public Housing to implement a smoke-free policy. Specifically the Rule requires each Public Housing Authority to implement a policy prohibiting lit tobacco products and all smoking in any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, electrical rooms and closets, storage units or rooms, stairways, offices, elevators and within all living units in public housing, and Public Housing Authority administration office buildings and vehicles (in brief, a smoke-free policy for all public housing indoor areas). The Housing Authority of East Baton Rouge Parish (PHA) is also prohibiting electronic nicotine delivery systems (ENDS) and is including it in this policy's definition of Smoking. This policy extends to all outdoor areas up to twenty-five (25) feet from housing (building, doors/entrances, windows, and porches/patios), and administrative office buildings and maintenance facilities.

HUD is requiring implementation of smoke-free public housing to improve indoor air quality in housing, benefit the health of public housing tenants and public housing staff, reduce the risk of catastrophic fires, and lower overall maintenance costs. This policy applies to all tenants, tenant's families, tenant's guests, visitors, contractors, service personnel, and employees.

Purpose of Policy

1. To mitigate the irritation and known health effects of secondhand smoke. Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke) causes premature death from respiratory disease, cancer or heart disease. Smoking is the number one cause of preventable disease in the United States.
2. Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke) causes premature death from respiratory disease, cancer or heart disease. According to the EPA, secondhand 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 secondhand smoke. Secondhand smoke lingers in the air for hours after cigarettes have been extinguished and can migrate between dwelling units in multifamily buildings.
3. To allow all administrative and maintenance staff the opportunity to perform their job duties in an environment that is nonsmoking.
4. Minimize the maintenance, cleaning, painting and redecorating costs associated with smoking.
5. Decrease the risk of smoking-related fires to property and personal safety. Fires started by lighted tobacco products, principally cigarettes, constitute the leading cause of residential fire deaths.

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Smoke-Free Housing Policy

Definitions

1. **Public Housing** - Public Housing is defined as low-income housing, and all necessary appurtenances (e.g. community facilities, public housing offices, day care centers, and laundry rooms) thereto, assisted under the U.S. Housing Act of 1937 (the 1937 Act), other than assistance under section 8 of the 1937 Act.
2. **Development/Property** - All PHA's developments and properties are included in this policy and all related administrative offices and maintenance facilities.
3. **Smoking** - The term "smoking" means igniting, inhaling, exhaling, breathing or carrying or possessing any lit cigar, cigarette, pipe, water pipe referred to as hookahs or other tobacco product or similar lighted product in any manner or in any form or any other device containing tobacco, marijuana or other legal or illegal substance that burns. This definition also includes electronic nicotine delivery systems (ENDS) including electronic cigarettes ("e-cigarettes").
4. **Indoor Areas** - Indoor Areas is defined as living units/dwelling units. Indoor common areas, electrical rooms and closets, storage units or closets, community bathrooms, lobbies, hallways, laundry rooms, stairways, offices, elevators and all public housing administrative offices/buildings, Maintenance Facilities and vehicles.
5. **Dwelling Units** - Dwelling Units are defined as the interior and exterior spaces tied to a particular apartment/unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathroom, patios, balconies, porches and apartment entryway areas.
6. **Common areas** - Common areas are areas that are open to all tenants, tenant's families, tenant's guests, visitors, contractors, service personnel, employees and members of the public. Common areas include:
 - a. Any inside space
 - b. Entryways/Entrances
 - c. Patios, Porches and balconies
 - d. Lobbies
 - e. Hallways and stairwells
 - f. Elevators
 - g. Management offices
 - h. Maintenance Offices and Inventory Areas
 - i. Public restrooms
 - j. Community rooms
 - k. Community kitchens
 - l. Common areas also include any other area of the buildings or developments where tenants, tenant's families, tenant's guests, visitors, contractors, service personnel, employees, and members of the public may go.

Effective Date

24 CFR Parts 965 and 966

Approved 4/2018

Effective Date 7/16/2018

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The Effective Date shall be July 16, 2018. All tenants, tenant's families, tenant's guests, visitors, contractors, service personnel, employees, and members of the public in and/or on PHA property will be prohibited from smoking inside dwelling units and within 25 feet of all public housing units, all interior areas on PHA property (e.g., hallways, rental and administrative offices, community centers, daycare centers, laundry centers, stairwells, elevators, and similar structures), and all outdoor areas within 25 feet of dwelling units and administrative buildings.

Tenants Responsibilities and Lease Violations

1. Tenants are prohibited from smoking within twenty-five (25) feet of all housing (building, doors/entrances, windows and porches/patios), administrative office buildings and maintenance facilities.
2. Tenants are responsible for the actions of their household, their guests, and visitors. Any tenant, including the members of their household, guests, or visitors will be considered in violation of the lease if found smoking in any PHA facility or dwelling unit, or anywhere on PHA property that is deemed as a nonsmoking area. Visual observation of smoking is not necessary to substantiate a violation of this Smoke Free Housing Policy. For example, the presence of smoke, tobacco smoke odor, or smoke stains within a dwelling unit in combination with butts, ash trays, or other smoking paraphernalia will be considered significant evidence of a policy violation. **Four (4) violations will be considered to be a serious violation of the material terms of the lease and will be cause for non-curable eviction.** In addition, tenant will be responsible for all costs to remove smoke odor or residue upon any violation of this policy.
3. Any deviation from the Smoke Free Housing Policy by any tenant, a member of their household, or their guest or visitor will be considered a lease violation. A cleaning charge (the cost of fumigating, repairing, or correcting damage caused by tobacco smoke) will be added to the tenant's account for each violation of the policy that occurs inside the dwelling unit or building common areas, and any other nonsmoking area on or in the PHA property. (Any cigarette butts not properly disposed of may also be cause for a service charge.)
4. No smoking signs will be posted both outside and inside the buildings, offices and common areas of the PHA property. Tenants will be responsible to inform all their household, family, guests and visitors that their dwelling unit is smoke free and that their housing may be affected by violators.
5. If the smell of tobacco smoke is reported, the PHA will seek the source of the smoke and appropriate action will be taken. Tenants are encouraged to promptly give Property Management staff a written statement of any incident where smoke is migrating into the Tenant's dwelling unit from sources outside of the Tenant's dwelling unit.

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ENFORCEMENT

If a tenant is found to be in violation of the Smoke Free Housing Policy, the following steps will be taken:

First Offence - The first observed or documented occurrence will result in a verbal warning to the tenant.

Second Offence - The second observed or documented occurrence will result in a written warning to the tenant.

Third offense - The third observed or documented occurrence will result in a final written warning to the tenant and the tenant will be required to sign a new agreement to abide by the smoke-free policy.

Forth offense - The forth observed or documented occurrence will result in Lease termination.

Health and Safety of Employees and Contractors

For the health and safety of PHA employees and their representatives, no tenant shall have any type of tobacco or related product burning at such time as any employee or representative of the PHA enters and remains in their dwelling unit. If any tenant refuses to put out the burning tobacco or related product prior to the employee or representative entering their dwelling unit, or if the tenant lights a tobacco or related product while an employee or representative remains in their dwelling unit, the employee or representative shall vacate the dwelling unit immediately and not return until such time as there is no longer any tobacco or related product burning. This may result in a delay of services to the tenant's dwelling unit and possibly eviction.

Adoption of Policy by Tenant

Upon approval of this policy, all tenants presently living in the PHA dwelling units and new tenants will be given a copy of this policy. After review both incoming and current tenants will be required to sign the Smoke Free Housing Lease Addendum. A copy will be retained in the tenant file. All tenants will be required to sign the new no smoking agreement prior to the Effective Date. Failure to sign and/or return the Smoke Free Housing Policy Lease Addendum to the Property Management office in a timely manner will result in a written warning, and if still not received after the two warnings, eviction. All current tenants who smoke will be provided with resources for a cessation program upon request. The development's Property Manager will provide information on cessation program accessibility.

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Disclaimers and Representations

1. The Smoke Free Housing Policy does not mean that tenants and/or employees will have to quit smoking in order to live and/or work at the PHA developments and offices or drive its vehicles.
2. The PHA Not Guarantor of Smoke Free Environment - PHA's adoption of the Smoke Free Housing Policy, and the efforts to designate portions of developments as non-smoking does not make the PHA or any of its Board of Commissioners, officers, employees or agents the guarantor of Tenant's health or of the smoke free condition of the non-smoking portions of developments. However, the PHA will take reasonable steps to enforce the Smoke Free Housing Policy. The PHA is not required to take steps in response to smoking unless the PHA has actual knowledge of the smoking and the identity of the responsible tenant.
3. PHA Disclaimer - The PHA's adoption of a non-smoking living environment, and the efforts to designate portions of it's developments as non-smoking does not in any way change the standard of care that the PHA has under applicable law to render it's developments any safer, more habitable or improved in terms of air quality standards than any other rental premises. The PHA specifically disclaims any implied or express warranties that the air quality in the dwelling unit or the building containing the dwelling unit will improve or be any better than any other rental property. The PHA cannot and does not warranty or promise that its developments will be free from secondhand smoke. The PHA's adoption of the Smoke Free Housing Policy does not in any way change the standard of care that it has to the Tenant's dwelling units and the common spaces.
4. The PHA's ability to police, monitor or enforce the Smoke Free Housing Policy is dependant in significant part on voluntary compliance tenants, tenant's household, tenant's families, tenant's guests and visitors.
5. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the PHA does not assume any higher duty of care to enforce this policy than any other Landlord obligation under the Lease. The PHA is not responsible for smoke exposure even if the tenant, a member of the tenant's household, tenant's families, tenant's guests or visitors have respiratory ailments, allergies, or any other physical or mental condition relating to smoke.
6. Even though the PHA has adopted a Smoke Free Housing Policy it cannot guarantee that smoking will never happen.
7. In dwelling units that used to allow smoking, the effects of that smoking may still linger.