

Housing Authority of South Bend

Non –Smoking Policy

Executive Summary:

A. Purpose

The Housing Authority of South Bend (HASB) has engaged in healthy housing partnerships with residents, advocate organizations, and health agencies. These initiatives have increased awareness for residents and the Housing Authority of the negative impacts that second-hand smoke, either within the home or from a neighbor's home, can have upon our resident population while particularly problematic for people with asthma, second-hand smoke is well-documented to exacerbate many diseases and health problems common to our resident population. In addition it is known to impact children's physical and cognitive development as well.

The U.S. Department of Housing and Urban Development (HUD) is encouraging PHAs to adopt non smoking policies. For more information on the hazards of second-hand smoke, see the Centers for Disease Control and Prevention web site at:

http://www.cdc.gov/tobacco/basic_information/secondhand_smoke/index.htm

HASB cares about the health and wellness of its Residents. The adverse health effects of secondhand smoke are well documented. HASB desires to mitigate:

1. The irritation and known health effects of secondhand smoke.
2. The increased maintenance, cleaning, and restoration cost from smoking;
3. The increased risk of fire from smoking; and
4. The reduced cost of fire insurance claims for smoking buildings

B. Guidelines

The HASB is seeking to transition into an entirely smoke free facility including all buildings and Housing Authority grounds including scattered site units.

Non-smoking housing means that no one is permitted to smoke anywhere inside a HASB unit or outside with a specified distance on the HASB property.

The non-smoking, tobacco free policy applies to every member of the household, as well as to all visitors to the unit. Violating the policy will constitute a lease violation and could result in enforcement actions up to and including eviction. **Non-smoking housing does not mean that smokers are prohibited from living at non-smoking units. It simply means that residents and visitors must smoke off HASB premises.**

Our partners, specifically Commit to Quit, will continue to work directly with the resident community to offer education and cessation services in the upcoming months. These services include access to cessation programs, a trained tobacco cessation specialist, support groups, referrals, and other resources.

While the non smoking, tobacco free housing policy does not require smokers to quit or to move, smoking cessation and education resources will be available to all HASB residents during the implementation period.

II. Proposed Policy:

1. Purpose: The purpose of the non-smoking policy is to mitigate the irritation and known health effects of second-hand smoke in the Housing Authority of South Bend (HASB), buildings, units and grounds.
2. Definition of Smoking: The term “smoking” means inhaling, exhaling, breathing or carrying any lighted cigarette, cigar, pipe or other tobacco product, as well as well as marijuana or any other similar lighted product in any manner or any form, including all electronic smoking devices.
3. Non-Smoking Building: a Non-Smoking Building means that smoking is prohibited by residents and their guests in all units, hallways, and common areas. Violating the policy (by smoking in a Building), will constitute a lease violation and could result in enforcement actions up to and including eviction.
4. Non-Smoking grounds; Non-Smoking Grounds means that smoking is prohibited by residents, employees, and guests 25 feet from all HASB property. Violating the policy (by smoking on HASB grounds) will constitute a lease violation and could result in enforcement actions up to and including eviction.
5. Lease Enforcement of Non-Smoking Policy: A violation of the Non-Smoking Policy shall be considered a breach of the Lease and shall give the HASB and resident all of the enforcement rights contained in the Lease.
6. HASB to Promote Non-Smoking Policy: HASB shall post no-smoking signs at entrances to all Buildings and promote the Non-Smoking policy as appropriate in meetings and discussion with residents.
7. Residents to Promote Non-Smoking Policy: residents shall inform their guests and occupants of the Non-Smoking Policy.

III. Proposed Process and Timeline:

The following steps describe the timeline and process by which the HASB proposes to implement the policy at family and elderly sites:

1. The HASB will continue to conduct surveys, outreach and community forums on an ongoing basis to ensure that HASB residents are aware of the proposed policy and able to make suggestions about its implementation.
2. Partner agencies, including Commit to Quit, will also work directly with the resident community to offer education and cessation services. While the non-smoking and tobacco free housing policy does not require smokers to quit or to move, smoking cessation and education resources will be available to all HASB residents during the implementation period.
3. Upon HUD approval of the 2017 Agency Plan, HASB will begin to execute the new Lease Addendum with existing resident re-certification and with new placements. The Lease Addendum will alert new and existing residents that their housing facility is scheduled to become nonsmoking and tobacco free by February 1, 2018, to be noticed by HASB.

The earliest date that HASB expects to implement this policy is July 1, 2017.

IV. effect of Breach and Right to Terminate Lease

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights contained in the Lease. A material or continuing breach of this Addendum shall be a material breach of the Lease and grounds for termination of the Lease by the Property Manager. **Tenant acknowledges that the remedy for smoking within a unit may be the assessment of a charge of up to two hundred-fifty dollars (\$250.00) for each smoking incident. Charges will be used by HASB towards the costs of refurbishing the unit.**

Enforcement:

If a resident is found to be in violation of the No Smoking Policy, the following steps will be taken:

- First Offense – Writing Warning
- Second Offense - \$250.00 Fine
- Third Offense – Eviction proceedings will begin

HASB Not a Guarantor of Smoke-Free Environment. Resident acknowledges that HASB's adoption of a non-smoking living environment does not make the HASB or any of its employees the guarantor of Resident's health or of the non-smoking condition of the resident's unit and the common areas. However, HASB shall take reasonable steps to enforce the non-smoking terms of its leases and to make the Non-Smoking Area as smoke-free as is reasonable possible. HASB is not required to take steps in response to smoking unless HASB knows of said smoking or has been given written notice of said smoking.

Disclaimer by HASB. Resident acknowledges that HASB's adoption of a non-smoking living environment, does not in any way change the standard of care that the HASB or Employees would have to a resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises. HASB 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. HASB cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that HASB's ability to police, monitor, or enforce the agreements of Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests, as well as by other residents and guests in other parts of the Non-Smoking Area. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that HASB does not assume any higher duty of care to enforce this Addendum than any other HASB obligation under the Lease.

PROHIBITION OF ELECTRONIC SMOKING DEVICE USE IN SMOKE-FREE PLACES:

PURPOSE:

The Housing Authority of South Bend is committed to providing a safe, orderly, and productive environment for its employees and the public who enter the premises.

POLICY:

In addition to HASB's Smoke-Free Policy the use of electronic smoking devices (also known as electronic cigarettes or "e-cigarettes") is prohibited in any place where smoking or use of tobacco products is prohibited.

This directive applies to all residents, employees, and visitors who enter the work setting or environment which includes all facilities and properties of the Housing Authority of South Bend.

RATIONALE:

The use of electronic smoking devices is potentially hazardous to health and is disruptive to an orderly, productive environment. The use of electronic smoking devices in existing smoke free locations threatens to undermine compliance with smoking regulations, confuses the public and residents and reverses the progress that has been made.

By prohibiting the use of electronic smoking devices in places where smoking is prohibited, HASB protects its residents, employees, and visitors from involuntary exposure to the secondhand byproducts of electronic smoking devices such as "e-vapor" products.

DEFINITIONS:

Electronic smoking device: Any electronic product that can be used to simulate smoking in the delivery of nicotine or other substances to the person inhaling from the device, including but not limited to an electronic cigarette, electronic cigar, electronic cigarillo, or electronic pipe, and any cartridge or other component of the device or related product.

NON-SMOKING POLICY ADDENDUM

This addendum is incorporated into the Lease between Housing Authority South Bend (Landlord) and Resident of _____

Resident acknowledgement:

I/we hereby acknowledge the above smoking policy was received and is part of my/our lease agreement. I/we agree that I/we will not smoke anywhere on HASB property or within 25 feet of HASB property. I/we will be responsible for enforcing this policy with all of my/our visitors and guests who visit the premises. I/we understand that any violation of this policy subjects me/us to eviction the HASB in accordance with the terms and conditions of the Lease Agreement.

IN WITNESS WHEREOF,

The parties execute this Lease Addendum on the _____ day of _____ at _____.

BY: _____
Resident

Housing Authority South Bend

BY: _____
Resident

BY: _____
Resident

BY: _____
Property Manager

BY: _____
Resident