

**MOUNDSVILLE HOUSING AUTHORITY**

**SMOKE FREE POLICY**

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Approved 5/1/2018



## **SMOKE FREE POLICY**

The Department of Housing and Urban Development (HUD) is requiring Public Housing Authorities to adopt smoke-free policies in order to reduce the public health risks associated with tobacco use. (See PIH NOTICE: PIH-2012-25 Smoke Free Policies in Public Housing and the final rule on instituting smoke-free public housing dated December 5, 2016). This will enhance HUD's efforts to enhance the effectiveness of HUD's efforts to provide increased public health protection for residents of public housing.

This policy is Moundsville Housing Authority's Smoke-free policy for all MHA properties. This policy is based on HUD and MHA's intent to provide healthier, safer, living environments for residents and work environment for its employees. Effective July 1, 2018, all current residents, all employees, all guests, and all new residents of the MHA will be prohibited from smoking inside the buildings including the housing units and within any common areas owned or under the control of the MHA. The original policies are now updated to include the provisions of the final rules under Smoke Free Public Housing.

The new final rule requires each public housing agency (PHA) administering public housing to implement a smoke-free policy. Specifically, no later than by July 30, 2018, MHA must implement a "smoke-free" policy banning the use of prohibited tobacco products in all public housing living units, indoor common areas in public housing, and in PHA administrative office buildings. MHA has been proactive in smoke free public housing and will implement the provisions prior to the required date.

The smoke-free policy must also extend to all outdoor areas up to 25 feet from the public housing and administrative office buildings. The smoke free rule improves indoor air quality in the housing; benefits the health of public housing residents, visitors, and MHA staff; reduces the risk of catastrophic fires; and lowers overall maintenance costs.

Any current resident as of adoption of this policy who is a smoker and desires to cease smoking but may need additional time to cease smoking must, on or before July 1, 2018, request and sign the temporary smoking exemption form allowing them to smoke in their unit/apartment. This exemption will continue only until January 1, 2019, at which time the smoke-free policy will also apply to the resident. The original notices and changes will be included in the lease provisions and an updated signed certification.

### **GENERAL PROVISIONS**

MHA must design and implement a policy prohibiting the use of prohibited tobacco products in all public housing living units and interior areas (including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures), as well as in outdoor areas within 25 feet from public housing and administrative office buildings (collectively, "restricted areas") in which public housing is located.

MHA may limit smoking to designated smoking areas on the grounds of the public housing or administrative office buildings in order to accommodate residents who smoke. These areas must be outside of any restricted areas, as stated above and may include partially enclosed structures. Alternatively, MHA may choose to create additional smoke-free areas outside the restricted areas or to make their entire grounds smoke-free.

MHA's smoke-free policy must, at a minimum, ban the use of all prohibited tobacco products. Prohibited tobacco products are defined as:

Items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, pipes, e-cigarettes and waterpipes (hookahs)

### **LEASE PROVISIONS**

The lease will require the following provisions:

To assure that no tenant, member of the tenant's household, or guest engages in:

Civil activity. For any units covered by 24 CFR part 965, subpart G, any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653(a), or in other outdoor areas that the MHA has designated as smoke-free.

To assure that no other person under the tenant's control engages in:

Civil activity. For any units covered by 24 CFR part 965, subpart G, any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653(a), or in other outdoor areas that the MHA has designated as smoke-free.

## **POLICY AND APPLICABILITY**

1. Smoking is not be permitted in individual units or the common spaces of a designated Housing Authority community or facility of any type after the effective date of the Policy, unless otherwise specified.
2. Any current resident as of adoption of this policy who is a smoker and desires to cease smoking but may need additional time to cease smoking must, on or before July 1, 2018, request and sign the temporary smoking exemption form allowing them to smoke in their unit/apartment. Each adult smoker in the household will need to have their own approved exemption. This exemption will continue only until January 1, 2019, at which time the smoke-free policy will also apply to the resident.
3. Any resident receiving an approved temporary smoking exemption must not smoke in any other unit or common area other than their own and may not allow anyone not on their lease to smoke in their unit at any time; this includes guest and other residents.
4. Any deviation from the smoke-free policy by any tenant, a member of their household, or their guest will be considered a lease violation. Repeated violations will result in eviction:
  - a. 1<sup>st</sup> Violation: Verbal warning, documented in tenant file.
  - b. 2<sup>nd</sup> Violation: Written warning, documented in tenant file.
  - c. 3<sup>rd</sup> Violation: Private conference with resident; documented in file.
  - d. 4<sup>th</sup> Violation: Issue Notice to Vacate with Option to Remedy.
  - e. 5<sup>th</sup> Violation: Notice to Vacate and/or Eviction proceedings filed in Magistrate Court.
5. "Smoke" or "smoking" means the possession or use (carrying or smoking) of any kind of lighted pipe, cigar, cigarette, pipe, e-cigarettes, waterpipe, or any other lighted smoking equipment or tobacco product or other substance-controlled or uncontrolled.
6. This policy covers all MHA properties, grounds and buildings, including, but not limited to park areas, parking lots, vehicles, common areas, elevators, stairs, hallways, and resident unit units, both new and existing.
7. MHA includes provisions in the policy prohibiting the use of prohibited tobacco products in all public housing living units and interior areas (including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures), as well as in outdoor areas within 25 feet from public housing and administrative office buildings (collectively, "restricted areas") in which public housing is located.
8. This policy applies to any and all persons entering the MHA properties including MHA residents, their guests and visitors, contractors, and MHA employees.

9. "Individual units" are defined as the interior and exterior spaces tied to a particular multi-family or single-family dwelling unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathrooms, patios, balconies, and unit entryway areas.
10. "Common spaces" are defined as areas within the building interior and exterior that are open to the public, including but not limited to entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, restrooms, community rooms, community kitchens, stairwells, sidewalks, parking lots, parking garages, carpools, lands within the developments; lands owned by or under the control of the Housing Authority and any other similar area of the property that is accessible to employees, residents and guests or any other person.
11. The Housing Authority will inform current residents, new applicants on waiting lists, Housing Authority employees, contractors, and sub-contractors of this policy, all of whom are also responsible for compliance with this policy.
12. The Housing Authority will post "No Smoking" or "Smoke-Free Area" or similar signs at entrances and exits of administrative, office and multi-family buildings; in common areas; inside residential units and other practical places to facilitate enforcement and compliance with this policy.
13. All residents will be given a copy of the smoking policy. After review, the resident will be required to sign an acknowledgement of the policy. A copy of the acknowledgement will be placed in the resident file. Current residents will be required to sign an amendment to their lease incorporating the non-smoking policy. Lease's for new residents will include the non-smoking policy.

All employees will be given a copy of the smoking policy. After review, the employee will be required to sign an acknowledgement of the policy. A copy of the acknowledgement will be placed in the employee's personnel file.

Although MHA prohibits smoking as noted above, there is no warranty or guaranty of any kind that units, grounds, office areas or common areas will be totally smoke free. Enforcement of MHA 's no smoking policy is a joint responsibility that requires the cooperation of residents, employees and others in reporting incidents or suspected violations of smoking.

## **RESIDENT RESPONSIBILITY**

It will be the resident's responsibility to inform his/her household members, and guests of this No Smoking Policy and for ensuring compliance with the policy.

The resident will prohibit smoking by his/her household members or guests while on the premises that would violate this Policy.

Failure to comply or upon repeated violations to this policy and the lease provisions will be cause for lease enforcement action up to and including termination of resident lease agreement.

## **EMPLOYEES RESPONSIBILITES**

It is the responsibility of every employee to be aware of MHA's No Smoking Policy and assist MHA in the enforcement of the policy.

Employees will prohibit smoking by anyone while on the premises that would violate this Policy. Failure to comply or upon repeated violations to this policy will be cause for disciplinary action up to and including termination of employment.

## **SMOKING CESSATION NATIONAL AND SUPPORT SERVICES**

Smoking tobacco is an addictive behavior. MHA in implementing the non-smoking policies will be persistent in our efforts to support smoking cessation programs for residents, adapting our efforts as needed to local conditions. MHA will work with local service providers to provide information on local smoking cessation resources and programs.

Resources and program may include: The National Network of Tobacco Cessation Quitline's, 1-800-QUIT-NOW (1-800-784-8669) which connects users directly to their State Quitline; the National Cancer Institute's website [www.smokefree.gov](http://www.smokefree.gov) which provides tips on quitting tobacco use; the National Cancer Institute counselors who can be accessed by calling the toll-free number 1-877-44U-QUIT (1-877-448-7848). Hearing or speech-challenged individuals may access these numbers through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339; and the American Lung Association's Web page on State Tobacco Cessation Coverage [www.lungusa2.org/cessation2](http://www.lungusa2.org/cessation2) which provides information on cessation insurance programs.

## **NO SMOKING LEASE ADDENDUM**

All of these terms and provisions appearing in Housing Authority's Smoking Policy adopted June 20, 2017 are specifically made a part of the Dwelling Lease in force at the applicable properties named in the Policy and are hereby agreed to by both parties.

This provision applies to any and all persons entering a Housing Authority non-smoking property, under tenant's control including tenants and their guests and visitors, contractors, and employees.

1. Smoking is not be permitted in individual units or the common spaces of a designated Housing Authority community or facility of any type after the effective date of the Policy, unless otherwise specified. "Smoke" or "smoking" means the possession or use (carrying or smoking) of any kind of lighted pipe, cigar, e-cigarettes, cigarette, or any other lighted smoking equipment or tobacco product or other substance-controlled or uncontrolled.
2. Any current resident as of adoption of this policy who is a smoker and desires to cease smoking but may need additional time to cease smoking must, on or before July 1, 2018, request and sign the temporary smoking exemption form allowing them to smoke in their unit/apartment. Each adult smoker in the household will need to have their own approved exemption. This exemption will continue only until January 1, 2019, at which time the smoke-free policy will also apply to the resident.
3. Any resident receiving an approved temporary smoking exemption must not smoke in any other unit or common area other than their own and may not allow anyone not on their lease to smoke in their unit at any time; this includes guest and other residents.
4. Any deviation from the smoke-free policy by any tenant, a member of their household, or their guess will be considered a lease violation. Repeated violations will result in eviction:
  - a. 1<sup>st</sup> Violation: Verbal warning, documented in tenant file.
  - b. 2<sup>nd</sup> Violation: Written warning, documented in tenant file.
  - c. 3<sup>rd</sup> Violation: Private conference with resident; documented in file.
  - d. 4<sup>th</sup> Violation: Issue Notice to Vacate with Option to Remedy.
  - e. 5<sup>th</sup> Violation: Notice to Vacate and/or Eviction proceedings filed in Magistrate Court.
5. This policy covers all MHA's properties, grounds and buildings, including, but not limited to park areas, parking lots, vehicles, common areas, elevators, stairs, hallways, and resident unit units, both new and existing.
6. This policy applies to any and all persons entering the MHA properties including MHA residents, their guests and visitors, contractors, and MHA employees.
7. "Individual units" are defined as the interior and exterior spaces tied to a particular multi-family or single-family dwelling unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathrooms, patios, balconies, and unit entryway areas.
8. "Common spaces" are defined as areas within the building interior and exterior that are open to the public, including but not limited to entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, restrooms, community rooms, community kitchens, stairwells, sidewalks, parking lots, parking garages, carpports, lands within the developments; lands owned by or under the control of the Housing Authority and any other similar area of the property that is accessible to employees, residents and guests or any other person.

9. The Housing Authority will inform current residents, new applicants on waiting lists, Housing Authority employees, contractors, and sub-contractors of this policy, all of whom are also responsible for compliance with this policy.
10. The Housing Authority will post “No Smoking” or “Smoke-Free Area” or similar signs at entrances and exits of administrative, office and multi-family buildings; in common areas; inside residential units and other practical places to facilitate enforcement and compliance with this policy.
11. All residents will be given a copy of the smoking policy. After review, the resident will be required to sign an acknowledgement of the policy. A copy of the acknowledgement will be placed in the resident file. Current residents will be required to sign an amendment to their lease incorporating the non-smoking policy. Leases for new residents will include the non-smoking policy.
12. Although MHA prohibits smoking as noted above, there is no warranty or guaranty of any kind that units, grounds, office areas or common areas will be totally smoke free. Enforcement of MHA’s no smoking policy is a joint responsibility that requires the cooperation of residents, employees and others in reporting incidents or suspected violations of smoking.
13. Any deviation from the smoke-free policy by any tenant, a member of their household, or their guest will be considered a lease violation. A charge of \$250.00 maybe charged to the tenant for each violation of the policy that occurs inside a building/unit/apartment.

## **RESIDENT RESPONSIBILITY**

It will be the resident’s responsibility to inform his/her household members, and guests of this No Smoking Policy and for ensuring compliance with the policy.

The resident will prohibit smoking by his/her household members or guests while on the premises that would violate this Policy. Failure to comply or upon repeated violations to this addendum will be cause for lease enforcement action up to and including termination of resident lease agreement.

If a resident smells tobacco smoke in any building, they are to report this to the office as soon as possible. Management will seek the source of the smoke and take appropriate action.

For the health and safety of the Housing Authority employees and their representatives, no resident will have any type of tobacco or related product burning at such time as any employee or representative of the Housing Authority enters and remains in their housing unit.

If any resident refuses to put out the burning tobacco or related product prior to the employee or representative entering the unit, or if the resident lights a tobacco or related product while an employee or representative remains in the apartment, the employee or representative will vacate the apartment 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 unit/apartment.

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**Note:** This policy is an agreement between the head of household (spouse and all other a party to the Lease) and the Housing Authority and needs to be signed as an addendum to the Lease.

I have read the No Smoking Policy as written above and understand its provisions. I agree to abide by these provisions fully, and understand that failure to comply with any part of the above after sufficient notice of the violation will be cause for termination of my Lease. I have received a copy of this policy.

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**Head of Household** *(Signature)*

**Date**

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**MHA Official** *(Signature)*

**Date**

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**Spouse or Other Adult Member** *(Signature)*

**Date**

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**Other Adult Member** *(Signature)*

**Date**