

PORTAGE METROPOLITAN HOUSING AUTHORITY

Smoke-Free Policy & Lease Addendum

1. **PURPOSE:** On December 6, 2016, the U.S. Department of Housing and Urban Development (HUD) published the Final Rule “Instituting Smoke-Free Public Housing.” The Final Rule requires housing authorities to implement a policy that prohibits the use of prohibited tobacco products in all public housing units and interior areas, including, but not limited to hallways, rental and administrative offices and structures, as well as outdoor areas within 25 feet from public housing and administrative offices and buildings. HUD issued additional guidance through Notice PIH-2017-03 on February 15, 2017.

Implementing a Smoke-Free Housing Policy will mitigate (i) the irritation and known health effects caused by secondhand smoke; (ii) the maintenance, cleaning and rehabilitation costs attributable to smoking; (iii) the increased risk of fire from smoking; and (iv) the high costs of fire insurance and property damage caused by fires.

2. **PROHIBITION:** This policy bans all prohibited tobacco products in all PMHA owned and/or managed dwelling units, within all units, indoor common areas, administrative offices and buildings and in outdoor areas within 25 feet of any PMHA housing or administrative offices, buildings or structures along with outdoor common areas that include but are not limited to playgrounds, mailbox and dumpster areas and school bus stops. This prohibition applies to:
3. **DEFINITION OF “PROHIBITED TOBACCO PRODUCTS”:** Prohibited tobacco products are defined as (i) items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, pipes; and (ii) waterpipes (hookahs).

While electronic cigarettes are permitted in the Resident’s private dwelling, they are prohibited, just as those items listed above, in all common areas and outdoor areas within 25 feet of any PMHA housing or administrative offices, buildings or structures along with outdoor common areas that include but are not limited to playgrounds, mailbox and dumpster areas and school bus stops.

4. **SMOKE-FREE DEVELOPMENT:** Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident’s household have been designated as a smoke-free living environment. Resident, members of Resident’s Household and guests under Resident’s control shall not use prohibited tobacco products anywhere in the unit rented by Resident, in the building where Resident’s unit is located, in any of the common areas, playground areas, areas within 25 feet of any exterior window or door and areas outside a tenant’s unit, including but not limited to mailbox and dumpster areas or school bus stops.

5. **DESIGNATED SMOKING AREA:** If, at PMHA's discretion, the property size and configuration allow, PMHA may designate and clearly identify a specific outdoor area where smoking is permitted. If a designated smoking area is established, smoking on the premises must be confined to and occur only within that designated smoking area and all other areas of the premises will be non-smoking areas.
6. **EFFECT OF BREACH AND RIGHT TO TERMINATE THE LEASE:** A breach of the Smoke-Free Housing Policy will be considered a material and serious breach of the Lease Agreement and is grounds for immediate termination of the Lease by PMHA. By signing this Smoke-Free Housing Policy & Addendum, Resident acknowledges that PMHA may terminate the Lease Agreement if the Resident, a member of Resident's household or any guest under Resident's control in any way violates or breaches the Smoke-Free Housing Policy
7. **ENFORCEMENT:** Violations of the PMHA Smoke-Free Policy will be considered a breach of the Lease Agreement and may be grounds for eviction. Enforcement progression is based on violations per household, not per tenant, and is subject to the PMHA Grievance Procedures. PMHA will utilize the following enforcement progression:
 - 1st Violation:** Tenant will be informed by the manager that PMHA has a Smoke-Free Policy and be informed that any subsequent breach may result in lease termination. Tenant will receive a written warning (1st), a copy of the Smoke-Free Policy and referral to cessation services.
 - 2nd Violation:** Tenant will be informed by the manager that PMHA has a Smoke-Free Policy and be informed that any subsequent breach may result in lease termination. Tenant will receive a written warning (2nd), a copy of the Smoke-Free Policy and referral to cessation services.
 - 3rd Violation:** Tenant will receive a written warning (3rd), and referral to cessation services. A private conference with the manager will be scheduled at which time tenant will be informed by the manager that PMHA has a Smoke-Free Policy and be informed that any subsequent breach may result in termination.
 - 4th Violation:** Tenant will receive a final written warning and referral to cessation services. A private conference with the manager will be scheduled at which time tenant will be informed by the manager that PMHA has a Smoke-Free Policy and be informed that any subsequent breach **will** result in lease termination.
 - 5th Violation:** Issuance of a 30-day lease termination.
8. **DISCLAIMER – PMHA IS NOT A GUARANTOR OF A SMOKE-FREE ENVIRONMENT:** Resident acknowledges that PMHA's adoption of its Smoke-Free Housing Policy, and the efforts to designate the development as smoke-free, does not in any way change the standard of care that PMHA would have to a Resident household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any

other rental premises. PMHA 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. PMHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that PMHA's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on voluntary compliance by Resident, members of Resident's household, and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that PMHA does not assume any higher duty of care to enforce this Lease Addendum than any other PMHA obligation under the Lease and Ohio Law. IX.

9. **REASONABLE ACCOMMODATION REQUESTS:** Addiction to nicotine or smoking is not a disability. PMHA may not permit continued smoking in a restricted areas.

10. **EFFECTIVE DATE:** Unless otherwise required by HUD regulation, the effective date of this Policy and Lease Addendum is July 30, 2018.

RESIDENT CERTIFICATION

I have read and understand the above smoke-free policy and I agree to comply fully with the provisions. I understand that failure to comply may constitute reason for the termination of my lease.

Head of Household's Printed Name: _____

Unit Address: _____

Resident's Signature: _____ Date: _____

PMHA Representative's Signature: _____ Date: _____