

WINDSOR LOCKS HOUSING AUTHORITY
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Windsor Locks Housing Authority Smoke free Housing Policy 24 CFR Parts 965 and 966

Effective: July 1, 2017

1. Department of Housing and Urban Development Rule.

On November 29, 2016, the Department of Housing and Urban Development (HUD) adopted Rule RIN 2577-AC97, Effective February 3, 2017, which requires every Public Housing Agency (PHA) administering public housing to implement a smoke-free policy. Specifically, no later than 18 months from the effective date of the rule, each PHA 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. The smoke-free policy must also extend to all outdoor areas up to 25 feet from the public housing and administrative office buildings.

Under the Rule, a PHA’s smoke-free policy must, at a minimum, ban the use of all prohibited tobacco products, which are defined as (1) items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes, and (2) to the extent not covered by (1), water-pipes (hookahs) and marijuana.

2. Purpose of Policy.

This smoke-free policy is intended to benefit the Housing Authority and all of its public housing residents, visitors, and staff by mitigating (i) the irritation and known adverse health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke free building.

3. Definitions.

“Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic in any manner or in any form. “Smoking” also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

Marijuana use for medical or recreational is a federally prohibited substance and the use and possession of marijuana is prohibited in HUD-funded properties.

“Electronic Smoking Device” means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

4. All Buildings To Be Smoke-free.

All public housing buildings and administrative offices shall be smoke-free. Smoking is prohibited in all living units and in the common areas of the buildings, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, and elevators.

5. Smoking on Grounds of Buildings.

Smoking is prohibited within 25 feet of the actual building and building entrances. Smoking products as in cigarette butts, cigars and any other source of smoking products must be disposed in an appropriate place and not on the ground. Violation will result in fines and/or eviction for damages to the Housing Authority property.

6. Applicability of Policy.

This Policy is applicable to all residents, Housing Authority employees, visitors, contractors, volunteers, and vendors.

7. Responsibilities of Tenants.

Tenants and household members shall be responsible to enforce this Policy as to their guests, invitees, and visitors to their residential units. Further, a Tenant shall promptly give the Housing Authority a written statement of any incident where tobacco or marijuana smoke, or vapor from an electronic cigarette, is migrating into the Tenant's apartment unit from sources outside the Tenant's unit.

8. Housing Authority to Promote Smoke-free Policy.

The Housing Authority shall post no-smoking signs at entrances and exits, common areas, and hallways, and in conspicuous places on the grounds of all residential and administrative office buildings. In addition, the Housing Authority shall provide copies of this Policy to all Tenants and prospective Tenants.

9. Right of Tenants To Sue Other Tenants Who Violate Policy.

A Tenant may bring legal action against another Tenant related to this smoke-free Policy, but a Tenant shall not have the right to evict another Tenant. Any legal action between Tenants related to this Policy shall not create a presumption that the Housing Authority failed to perform its responsibilities under the Policy.

10. Violations of Policy.

A violation of this smoke-free Policy shall be considered a material breach of the Tenant's Lease and grounds for enforcement actions, including eviction, by the Housing Authority. A Tenant who violates the Policy shall also be liable to the Housing Authority for costs to the Tenant's apartment unit due to damage from smoke odors or residue.

FINES: The Housing Authority will issue three (3) fines for violating the policy.

Fine #1. \$100.00, Fine #2. \$200.00, Fine #3. \$300.00, Final Attempt- Eviction.

11. Housing Authority Not Guarantor of Smoke-free Environment.

The Housing Authority's adoption of this smoke-free Policy does not make the Housing Authority or any of its officers, employees, or agents, the guarantor of the health of any Tenant or of the smoke-free condition of the portions of its properties in which smoking is prohibited under the Policy. However, the Housing Authority will take reasonable steps to enforce the Policy. The Housing Authority is not required to take steps in response to smoking in violation of this Policy unless the Housing Authority either has actual knowledge of the smoking and the identity of the responsible Tenant or has been given written notice of the smoking.

12. Housing Authority Disclaimer.

The Housing Authority's adoption of this smoke-free Policy does not in any way change the standard of care that the Housing Authority would have 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. The Housing Authority specifically disclaims any implied or express warranties that the building, common areas, or Tenants' premises will have any higher or improved air quality standards than any other rental property. The Housing Authority cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke or vapor. The Housing Authority's ability to police, monitor, or enforce the provisions of this Policy is dependent in significant part on voluntary compliance by Tenants and their guests/visitors. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Housing Authority does not assume any higher duty of care to enforce this Policy than any other Housing Authority obligation under the Tenants' Lease Agreement.

I, _____ do hereby agree to abide by the Smoke-Free Policy taking full Effect July 1, 2017. I Understand the requirements of the Smoke-Free Policy and will ensure I fully cooperate with the Smoke-Free Policy. I understand that I must enforce the Policy with my guests etc. I understand that if I break the Smoke-Free Policy, I will be required to pay up to three (3) fines and then face eviction.

X _____
Signature of Head of Household

X _____
Date

I, _____ do hereby agree to abide by the Smoke-Free Policy taking effect July 1, 2017. I Understand the requirements of the Smoke-Free Policy and will ensure I fully cooperate with the Smoke-Free Policy. I understand that I must enforce the Policy with my guests etc. I understand that if I break the Smoke-Free Policy, I will be required to pay up to three (3) fines and then face eviction.

X _____
Signature of Other Adult Member

X _____
Date

I, _____ do hereby agree to abide by the Smoke-Free Policy taking effect July 1, 2017. I Understand the requirements of the Smoke-Free Policy and will ensure I fully cooperate with the Smoke-Free Policy. I understand that I must enforce the Policy with my guests etc. I understand that if I break the Smoke-Free Policy, I will be required to pay up to three (3) fines and then face eviction.

X _____
Signature of Other Adult Member

X _____
Date