

## NO-SMOKING POLICY AND LEASE ADDENDUM

**This Policy applies to all Employees and Residents of Plattsburgh Housing Authority (PHA) and is incorporated into the Lease with All Residents as a Lease Addendum. The policy becomes effective July 30, 2018. Refusal or failure to sign this addendum shall constitute a violation of Section 27. of the PHA lease.**

- 1. Purpose of Non-Smoking Policy.** The Department of Housing and Urban Development requires each public housing agency administering public housing to implement a smoke-free policy; (ii) the increased maintenance, cleaning and redecorating costs from smoking; and (iii) the higher costs of fire insurance related to smoking.
- 2. Definition of Smoking.** The term “smoking” means inhaling, exhaling, breathing, burning, carrying, possessing or disposing any lighted cigarette, cigar, pipe, water pipe or bong, hookah or other tobacco product or similar lighted product in any manner or in any form; including e-cigarettes and vaporizers.
- 3. Non-Smoking Area.** All Employees and Residents acknowledge that resident apartments and interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, elevators, and areas within 25 feet from buildings (40 feet from high rise buildings), entryways, porches, balconies and patios are designated as Non-smoking areas. Residents, members of Resident's household, and Employees shall not smoke anywhere in said Non-Smoking Areas; this includes the apartment rented by Resident, the building where Resident's dwelling is located, or in any of the common areas or adjoining grounds of such building including the steps, patios or yards (i.e. any area where children may congregate or play like a playground or clothesline). Residents and Employees shall not allow any guests or visitors to smoke in said Non-Smoking Areas. Smoking will be permitted inside vehicles as long as litter related to smoking does not pose a significant problem. The PHA reserves the right to add, delete or change the locations where smoking is or is not permitted.
- 4. Resident and Employee to Promote Non-Smoking Policy and to Alert Landlord of Violations.** Residents and Employees shall inform all their visitors of the non-smoking policy. Further, in order to have a violation of this policy investigated, Residents and Employees shall promptly give the Housing Assistance Supervisor a written statement of any incident where tobacco smoke or vapor from e-cigarettes is witnessed or evidenced in a Non-Smoking Area. A form for such reporting is available.
- 5. Plattsburgh Housing Authority to Promote Non-Smoking Policy.** Plattsburgh Housing Authority shall post “No Smoking” signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of all Non-Smoking Areas.
- 6. Plattsburgh Housing Authority is Not a Guarantor of Smoke-Free Environment.** Residents and Employees acknowledge that Plattsburgh Housing Authority's adoption of a non-smoking policy does not make the Plattsburgh Housing Authority the guarantor of Resident's or Employee's health or of the non-smoking condition of the Resident's unit, common areas or work areas. The Plattsburgh Housing Authority shall take reasonable steps to enforce the non-smoking policy and to make the Non-Smoking Area as smoke-free as is reasonably possible. Plattsburgh Housing Authority is not required to take steps in response to smoking unless Plattsburgh Housing Authority knows of said smoking or has been given written notice of said smoking.
- 7. Effect of Breach and Right To Terminate Lease.** A breach of this Policy and Lease Addendum shall give each party all the rights contained herein, as well as the rights contained in the Lease. Tenant acknowledges that smoking has the potential to cause property damage, excess cleaning and additional painting and that said tenant will be responsible for such additional costs. Therefore, the remedy for smoking within an apartment will be the assessment of an additional security deposit of one hundred dollars (\$100.00). Failure to pay additional security deposit by the end of the month following written notice will be a material breach of the Lease and grounds for lease termination (eviction). Smoking security deposit charges will be used by the Plattsburgh Housing Authority towards the costs of refurbishing the vacated apartment in which smoking has occurred. PHA need not establish that any refurbishing efforts undertaken be causally connected to use of products prohibited by this policy. If additional costs are incurred the resident or former resident will be charged. If any funds remain after the apartment is refurbished they will be returned to the tenant or former tenant. Violation of this policy on two or more occasions in an apartment shall constitute a continuing breach of this Policy and shall be a material breach of the Lease and grounds for lease termination (eviction) by the Plattsburgh Housing Authority. Violations of this policy outside of one's apartment (by resident or guest) will result in the following remedies: 1<sup>st</sup> offense: a warning letter will be issued; 2<sup>nd</sup> offense: a ten dollar (\$10.00) service charge will be assessed; 3<sup>rd</sup> offense: a twenty dollar (\$20.00) service charge will be assessed; 4<sup>th</sup> offense: legal proceedings for eviction will commence with Notice to Vacate. Violations will be removed from resident/household history after twelve months of compliance.

8. **Disclaimer by Landlord.** Resident and Employee acknowledges that Plattsburgh Housing Authority's adoption of a non-smoking living environment, does not in any way change the standard of care that the Landlord or managing agent will have to a resident or employee 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. Plattsburgh Housing Authority specifically disclaims any implied or express warranties that the building, common areas, or premises will have any higher or improved air quality standards than any other rental property. Plattsburgh Housing Authority cannot and does not warrant or promise that the premises or common areas will be free from secondhand smoke. Resident and Employee acknowledges that Plattsburgh Housing Authority's ability to police, monitor, or enforce the agreements of this Policy and Addendum is dependent in significant part on voluntary compliance by Employees, Resident, 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 Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

**Head of Household:** \_\_\_\_\_ **Address:** \_\_\_\_\_  
Signature

**Date:** \_\_\_\_\_

**Signatures of other household members 18 or older:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PHA Representative** \_\_\_\_\_

**Date:** \_\_\_\_\_