

Goodland Housing Authority

No Smoking Policy

On February 3, 2017, the Final Rule for Smoke-Free public housing was published. HUD will require all Public Housing Authorities to implement a No Smoking Policy in public housing units and buildings. This plan for the Goodland Housing Authority will take effect October 1, 2017.

1. **Purpose of the No Smoking Policy**

The Goodland Housing Authority desires to mitigate the irritation and known health effects of secondhand smoke, the increased maintenance and cleaning costs associated from smoking and the increased risk of fire from smoking.

To protect and enhance the quality of air and increase the safety of Residents and staff, the Goodland Housing Authority has now declared that all property, including all outside grounds and any new developments (including apartments, lobbies, laundry rooms, offices, recreation rooms/activity rooms, stairwells, maintenance buildings and vehicles) are smoke free environments.

All Residents, visitors and/or guests and employees must abide by the No Smoking Policy rules and regulations.

2. **Definition of Smoking**

The term "smoking" means the use of any tobacco product by inhaling, exhaling, breathing or carrying any lighted cigar, cigarette, pipe or other tobacco products or similar lighted product in any manner or in any form. This does include hookah pipes in this ban.

3. **Smoke-Free Areas**

ALL properties owned by the Goodland Housing Authority have been designated as Smoke-Free areas. This includes premises to be occupied by Resident and/or members of Resident's household. Residents, members of Residents' household, Residents' guests and/or visitors and any new Residents of the Goodland Housing Authority are prohibited from smoking in apartments, lobbies, laundry rooms, offices, recreation rooms/activity rooms, stairwells, maintenance buildings, balconies, patios, backyards, playgrounds, tornado shelters, and vehicles

No current Residents who are smokers will not be allowed to smoke on premises. There is NO grandfather policy in the Smoke-Free policy issued by HUD and published on February 3, 2017.

4. **Permitted Areas**

There will **NOT** be a designated smoking area on the grounds of Goodland Housing Authority. Smoking will **NOT** be allowed anywhere on the properties of

Goodland Housing Authority. This includes yards and parking lots around Sparks Tower, Handy Tower and Family Housing.

It is not acceptable that either smoking or non-smoking employees, residents, visitors and/or guests are subjected to smoke that they must walk through to reach their apartment or any other destination on the Goodland Housing Authority premises.

5. **Resident to Promote No Smoking Policy**

The Resident of the Goodland Housing Authority shall be held responsible to inform Resident's guests and/or visitors of the No Smoking Policy and to assure compliance. Residents shall be held liable for the behavior of the Resident's visitors and/or guests. Any deviation from the No Smoking Policy by any Resident, member of a Resident's household, Resident's guests and/or visitors will be considered a lease violation. Three (3) violations will result in eviction.

The Resident shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into Resident's apartment from sources outside of the Resident's apartment; and/or if a Resident smells tobacco smoke anywhere on the grounds of the Goodland Housing Authority. Management will take appropriate action, up to and including eviction.

6. **Landlord to Promote No Smoking Policy**

"No Smoking" signs will be posted at entrances, exits and common areas.

All current Residents will receive a copy of the No Smoking Policy and the No Smoking Policy Lease Addendum. All current Residents must sign, date and return the No Smoking Policy Lease Addendum to the Goodland Housing Authority office for placement in the Resident's file.

The Landlord will inform all new applicants of the No Smoking Policy.

All new lease-signing Residents will receive a copy of the No Smoking Policy and be required to sign and date the No Smoking Policy Lease Addendum, one copy being placed in the Resident's file.

All Goodland Housing Authority personnel will be given a copy of the No Smoking Policy. A signed and dated copy of the No Smoking Certification will be placed in the employee's file.

7. **Landlord Not a Guarantor of Smoke-Free Environment**

Resident acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not make the Landlord or any of its managing agents the guarantor of Resident's health, or of the smoke-free condition of the Resident's apartment and common areas. However, the Landlord shall take reasonable steps to enforce smoke-free terms of its leases and to make the complex smoke-free. The Landlord shall be required to take steps in response to smoking at any time the Landlord knows of said smoking or has been given a complaint of said smoking.

8. **Effort of Breach and Right to Terminate Lease**

A breach of the Lease Addendum shall give each party all the rights contained herein, as well as the right in the Lease. A material breach of the addendum shall be a material breach of the Lease and grounds for termination of the Lease by the Landlord.

9. **Disclaimer by Landlord**

Resident acknowledges that the Landlord's adoption of a smoke-free living environment, and the efforts to designate the Goodland Housing Authority properties as smoke-free, does not in any way change the standard of care that the Landlord 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. Landlord specifically disclaims any implied or express warranties that the buildings, common areas, or resident's premises will have any higher or improved air quality standards than any other rental property. The Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. The Resident acknowledges that the Landlord'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, Resident's guests and/or visitors. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Landlord does not assume any higher duty of care to enforce the Addendum than any other Landlord obligation under the Lease.

Adopted: 06/13/2017

Resolution No. 422