

## Chapter 21

### SMOKE-FREE POLICY (BLANKET)

#### PURPOSE OF SMOKE-FREE POLICY

1. The Department of Housing and Urban Development (HUD) encourages 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) and requires all Federally-Assisted Housing to be smoke-free.
2. To enhance HUD's efforts to enhance the effectiveness of HUD's efforts to provide increased public health protection for residents of public housing.
3. To mitigate the irritation and known health effects of secondhand smoke.
4. To allow staff the opportunity to perform their job duties in an environment that is non-smoking.
5. Minimize the maintenance, cleaning and redecorating costs associated with smoking.
6. Decrease the risk of smoking-related fires towards personal safety and property.

The policy is the Lee's Summit Housing Authority's (LSHA)'s Smoke-Free Policy for all of LSHA properties. This policy is effective as of **February 3, 2021** for all current residents, all employees, all guests, and all new residents of the LSHA will be prohibited from smoking inside the buildings, which includes inside their units or patios/balconies, common areas or anywhere outside that is owned and operated under the control of LSHA.

#### SMOKE-FREE AREAS

Smoking is not permitted in individual apartment homes, common spaces, or offices, nor will it be permitted less than 25 feet from buildings and/or other structures owned and operated by the Lee's Summit Housing Authority.

Definition of smoking: The term "smoking" means inhaling, exhaling, breathing or carrying any lit cigar, cigarette, pipe, vapor cigarette, or any other similar tobacco product or other substance – controlled or uncontrolled, in any manner or in any form.

- ❖ **Individual apartment homes** are defined as the interior and exterior spaces tied to a particular unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathrooms, patios, balconies and unit entryway areas.
- ❖ **Lands within the development** are defined as lands owned by or under the control of LSHA and any other similar area of the property that is accessible to employees, residents, guests, or any other person.
- ❖ **NO Designated smoking areas** – Campus Wide Smoke-Free

## **THOSE AFFECTED BY SMOKE-FREE POLICY**

This policy applies to everyone including residents, guests, visitors, service personnel and LSHA employees who visits, lives or works at LSHA properties.

The smoke-free policy **does not** mean that residents/employees have to quit smoking in order to live and/or work at LSHA properties/campus. The policy requires no smoking within 25 feet of LSHA owned buildings and/or structures.

## **CESSATION EDUCATION AND SUPPORTIVE SERVICES**

Smoking tobacco is an addictive behavior. The LSHA, in implementing the smoke-free policies, will be persistent in our efforts to support smoking cessation programs for residents, adapting our efforts as needed to local conditions.

LSHA will work with local social service providers to provide information on local smoking cessation resources and problems.

To assist all residents with the smoke-free policy transition and to accommodate resident interest in smoking cessation, LSHA is committed to providing cessation education and outreach with the assistance and guidance of the local health department. Cessation education and outreach will begin prior to the implementation of the smoke-free policy and will be provided on a continuous basis to residents through site staff.

Several educational materials will be provided in pamphlet format, such as "The Health Consequences of Involuntary Exposure to Secondhand Smoke"; "Secondhand Tobacco Smoke and the Health of Your Family"; "Clean Your Home of Asthma Triggers"; "Going Smoke Free: Steps for Residents"; etc.

Program resources may include: the National Network of Tobacco Cessation Quitlines, 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 711 Relay Service; 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.

## **Violations of Smoke-Free Policy**

A resident household will be determined to be in violation of the smoke-free policies if:

- ❖ Staff witnesses a tenant, guest, or family member, service provider or other person smoking on LSHA premises, which includes the individual apartment and common areas, as well as in the parking lots or any other area owned by LSHA if with 25' of buildings or structures.
- ❖ Staff witnesses a lighted smoking product in an ashtray or other receptacle inside an LSHA owned apartment or house.
- ❖ Damages to the interior of LSHA owned property that are the result of burns caused by smoking products, including burns to tenant owned property.
- ❖ Evidence of smoking in a unit such as cigarette or other smoking product smells, smoke clogged filters, smoke film including smoke damage to walls.
- ❖ Repeated reports to staff of violations of this policy by third parties.
- ❖ Clogged plumbing caused by a smoking product or products.
- ❖ Evidence of ashes on any surface in a house or apartment owned by LSHA.

Staff will enforce the smoke free policy according to the following procedures except when a violation causes a fire at LSHA property. In this case, the resident will be evicted in conformance with the agency's One Strike Policy for Health and Safety.

Staff will follow a progressive course of lease enforcement actions in implementing the smoke-free policy:

**1<sup>st</sup> Offense:** Staff will issue the resident verbal warning of the smoke-free policy, as well as a copy of the Board Resolution and inform the resident of the smoking cessation educational resources that LSHA has available to them.

**2<sup>nd</sup> Offense:** Staff will issue the resident written warning of the smoke free policy, including a second copy of the Board Resolution and refer the resident to the Jackson County Health Department for educational resource support for smoking cessation.

**3<sup>rd</sup> Offense:** Staff will send the resident a lease violation notice, and the resident shall be charged a tenant damage fee of \$250. Along with this staff shall send a notice of mandatory conference to discuss the policy and repeated violations. The LSHA Property Manager and the Deputy Director will be present to assist the resident in developing strategies to help them comply with the policy in order to safeguard their housing.

**4<sup>th</sup> Offense:** A notice to terminate the lease will be issued and LSHA procedures will be followed.

<b>SMOKE-FREE LEASE ADDENDUM</b>
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Lease Addendum:

All of these terms and provisions appearing in Housing Authority's Smoke-Free Policy adopted \_\_\_\_\_ (the Policy) are specifically made a part of the Dwelling Lease in force at the applicable property(ies) named in the Policy and are hereby agreed to by both parties.

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

1. Smoking is not to be permitted in individual units, common space, or anywhere else that the Housing Authority owns and operates after the effective date of the Smoke-Free Policy, unless otherwise specified. "Smoke" or "smoking" means the possession or use (carrying or smoking) of any kind of lighted pipe, cigar, cigarette, vapor cigarette, or any other lighted smoking equipment or tobacco product or other substance – controlled or uncontrolled.
2. This policy covers all LSHA properties, grounds and buildings, including, but not limited to park areas, parking lots, vehicles, common areas, elevators, stairs, hallways, and resident units, both new and existing.
3. This policy applies to any and all persons entering the LSHA properties including LSHA residents, their guests and visitors, contractors and LSHA employees.
4. "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.
5. "Common spaces or areas" 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 and land within the developments; lands owned by and 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.
6. The Housing Authority shall 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.
7. 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.

8. 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 Smoke-Free Policy.
9. Although LSHA 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 LSHA's Smoke-Free policy is a joint responsibility that requires the cooperation of residents, employees and others in reporting incidents or suspected violations of smoking.
10. Any deviations from the Smoke-Free Policy by any tenant, member of their household, or their guest will be considered a lease violation. A charge, designated on the Maintenance Charge List, may be charged to the tenant for each violation of the policy that occurs inside a building/unit/apartment.

#### **RESIDENT RESPONSIBILITIES**

- ❖ It shall be the resident's responsibility to inform his/her household members, and guests of this Smoke-Free Policy and for ensuring compliance with the policy.
- ❖ The resident shall 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 shall be cause for lease enforcement action up to and including termination of resident lease agreement.

#### **EMPLOYEE RESPONSIBILITIES**

- ❖ It is the responsibility of every employee to be aware of LSHA's Smoke-Free Policy and assist LSHA in the enforcement of the policy.
  - ❖ Employees shall prohibit smoking by anyone while on the premises that would violate the Policy.
  - ❖ Failure to comply or upon repeated violations of this policy shall be cause for disciplinary action up to and including termination of employment.
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**NOTE:** This policy is an agreement between the head of household (spouse and all other parties to the lease) and the Lee's Summit Housing Authority and needs to be signed as an addendum to the Lease.

I have read the Smoke-Free 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 shall be cause for termination of my Lease. I have received a copy of this policy.

**RESIDENT**

**LEE'S SUMMIT HOUSING AUTHORITY**

\_\_\_\_\_  
**Head of Household** (*please print*)

\_\_\_\_\_  
**Manager** (*please print*)

\_\_\_\_\_  
**Head of Household** (*Signature*)      **Date**

\_\_\_\_\_  
**Manager** (*Signature*)      **Date**

\_\_\_\_\_  
**Unit No.**

\_\_\_\_\_  
**Spouse or Other Adult Member**      **Date**  
**(1)**

\_\_\_\_\_  
**Management Office**

\_\_\_\_\_  
**Other Adult Member (2)**      **Date**

\_\_\_\_\_  
**Street Address**      **City, ST**      **Zip Code**

\_\_\_\_\_  
**Other Adult Member (3)**      **Date**

\_\_\_\_\_  
**Phone**