

New Albany Housing Authority Smoke-Free Policy

Effective date: August 1, 2018

- 1. Purpose of Smoke-Free Policy.** The U.S. Department of Housing and Urban Development (HUD) has mandated housing authorities to adopt smoke-free policies. The New Albany Housing Authority (NAHA), in issuance of this Lease Addendum, is setting a standard to reduce the known health effects of secondhand smoke, to reduce the increased risk of fire from smoking, to reduce the cost of unit turnover due to smoking, and in general to make NAHA property a more healthy environment for all.
- 2. Definition of Smoking.** The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, pipe, water pipe tobacco (hookahs), or other tobacco product or similar lighted product in any manner or in any form. This definition includes all e-cigarettes and other electronic nicotine delivery devices (ENDS). Under Indiana law, it is illegal to smoke illegal substances such as methamphetamine, marijuana, crack cocaine, heroin, etc.
- 3. Smoke-Free Campus.** Resident agrees and acknowledges that the premises to be occupied by the Resident and members of the Resident’s household have been designated as a smoke-free living environment. The Resident and members of the Resident’s household shall not smoke anywhere in the unit rented, in the building where the unit is located, in any common area or any adjoining grounds, terraces, balconies, or other parts of the residential community, or in a vehicle on NAHA property, nor shall the Resident permit any guest or visitors under the control of the Resident to do so. The use of electronic cigarettes is also prohibited in all mentioned areas as well.
- 4. Resident to Promote Smoke-Free Policy and Alert Landlord of Violations.** The Resident shall inform the Resident’s guests of the smoke-free policy. Further, Residents shall promptly give Property Manager a written statement of any incident where secondhand smoke is migrating into the Resident’s unit from sources within the building.
- 5. NAHA to Promote Smoke-Free Policy.** NAHA shall post no-smoking signs at the entrances and exits, common areas, hallways, and in conspicuous places on the campus.
- 6. NAHA is Not a Guarantor of a Smoke-Free Environment.** The Resident acknowledges that NAHA’s adoption of the smoke-free living environment, and the efforts to designate the campus as smoke-free, do not make NAHA or any of its managing agents the guarantor of Resident’s health or of the smoke-free condition of the Resident’s unit and the common areas. However, NAHA shall take reasonable steps to enforce the smoke-free terms of its leases and to make the campus smoke-free. NAHA is not required to take steps in response to smoking unless NAHA knows of said smoking and has been given written notice of said smoking.
- 7. Evidence of Policy Violation.** The following is evidence of a policy violation:
 - a. Observed smoking by a New Albany Housing Authority staff member
 - b. Cigarette butts, in or immediately surrounding the unit
 - c. Ashtrays (containing ashes and/or butts)
 - d. Hookahs or other water pipe accessories
 - e. The presence of nicotine on the unit’s furnace filter

8. Effect of Breach and Right to Terminate Lease. The follow procedures will follow violation of this policy:

1st Violation: If a first violation occurs, the household will receive a verbal warning at the time of the violation. Documentation of the incident will be added to the Head of Household's file.

2nd Violation: If a second violation occurs, the household will receive a written warning and smoking cessation materials. Documentation of the incident will be added to the Head of Household's file.

3rd Violation: If a third violation occurs, the household will receive a notice to attend and complete a required hazards of smoking or smoking cessation class. Proof of class enrollment, including the verification letter attached to the notice and a receipt (if applicable), must be submitted to the property manager within 30 days of the notice. A class completion certificate must be turned into the property manager by the date given on the notice. **If both of these steps are not completed in the allotted time, it will be grounds for the eviction process to begin.**

4th Violation: If the policy is violated after household members have completed smoking cessation classes, the eviction process will begin.

9. Disclaimer by NAHA. NAHA's adoption of a smoke-free living environment and the efforts to designate the rental community as smoke-free do not in any way change the standard of care that NAHA 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. NAHA 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. NAHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

SMOKE-FREE POLICY ADDENDUM
EFFECTIVE AUGUST 1, 2018

This addendum is incorporated into the Lease between the New Albany Housing Authority (Landlord) and the Resident of _____.

Resident Acknowledgement:

I/we hereby acknowledge the above Smoke-Free Policy was received and is part of my/our Lease agreement. I/we agree that I/we will not smoke anywhere on NAHA property. I/we will be responsible for enforcing this Policy with all of my/our visitors and guest(s) who visit the premises. I/we understand that any violation of this Policy subjects me/us to eviction in accordance with the terms and conditions of the Lease Agreement.

IN WITNESS WHEREOF,

The parties execute this Lease Addendum on the
_____ day of _____, _____.

BY: _____
Resident

BY: _____
Resident

BY: _____
Resident

BY: _____
Resident

NEW ALBANY HOUSING AUTHORITY

BY: _____
Occupancy Specialist /
Property Manager