

Thomasville Housing Authority

SmokeFree Policy

To ensure the quality of air and safety of the residents of Thomasville Housing Authority, THA has declared that all apartment buildings owned by THA are smoke-free buildings. Smoking is not permitted in any area of the building, common areas, or adjoining grounds of such building or other parts of the rental community. All residents, employees and guests must abide by the following rules and regulations.

Adopted: _____

1. Purpose of SmokeFree Policy.

The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke to residents, guests and employees; (ii) the increased maintenance, cleaning, and unit refurbishment costs from smoking for the THA; and (iii) the increased risk of fire from smoking.

2. Resident agrees that Resident, any member of the household, guests, or any other person under the Resident's control, shall not engage in the use of prohibited tobacco products, inside all indoor areas of public housing, including but not limited to living units, indoor common areas, electrical closets, storage units, and THA administrative office buildings, and in all outdoor areas within 25 feet of the housing and administrative office buildings (collectively, "restricted areas").

Restricted tobacco products:

- Items that involve the ignition and burning of tobacco leaves (but not limited to) cigarettes, cigars, and pipes
- Waterpipes (hookahs)
- Electronic cigarettes (e-cigarettes), and other Electronic Nicotine Delivery Systems (ENDS)

3. Definitions:

"Smoking" means inhaling, exhaling, burning, carrying or possessing any lighted or heated tobacco product, including cigarettes, cigars, pipe tobacco, hookah, and other lighted or heated combustible plant material including the use of electronic smoking devices.

"Electronic Smoking Devices" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation of 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.

“Apartments” are defined as interior spaces tied to a particular unit. This includes, but is not limited to, bedrooms, hallways, kitchens and bathrooms. Outdoor patios, balconies, and unit entryway areas shall be included as an interior space for the purpose of this definition.

“Interior” means all the space between a floor and ceiling that is bounded on at least two sides by walls, doorways, or windows, whether open or closed. A wall includes any retractable divider, garage door or other physical barrier, whether temporary or permanent and whether containing openings of any kind.

“Common Areas” are defined as areas within the building interior or other areas immediately adjoining the building that are open to the public, including but not limited to, entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, public restrooms, community rooms, community kitchens, laundry rooms, stairwells, parking garages and carports and any other area of the building that is accessible to employees, residents and guests.

“Rental Complex” is defined as areas owned and operated by the Thomasville Housing Authority.

4. SmokeFree Complex.

Effective on _____, all current residents, all employees, all guests and all new residents of THA after this date shall be prohibited from smoking anywhere in the buildings including apartments, common areas and throughout the rental complex.

5. Responsibility to Inform Others of SmokeFree Policy and to Alert THA of Violations.

Resident and employees shall inform guests of the smoke-free policy. Further, resident and employees shall promptly report to the THA any incident where smoke is migrating into the unit from sources outside the resident's apartment. Management will seek the source of the smoke and take appropriate action.

6. THA to Promote SmokeFree Policy.

In order to inform guests of smoke-free policy, the THA shall post no-smoking signs at entrances and exits, hallways, and in conspicuous places on the grounds of the rental complex. Smoking is prohibited within 25 feet of the rental complex.

7. THA Not a Guarantor of SmokeFree Environment.

The THA adoption of a smoke-free living environment, and the efforts to designate the rental complex as Smoke-free, including apartments and common areas, does not make the THA, or any of its managing agents the guarantor of resident's health or of the smoke-free condition of the resident's apartment and the common areas. However, the THA shall take reasonable steps to enforce the terms of its leases and to make the rental complex smoke-free. THA is not required to take steps in response to smoking unless the THA knows of said smoking or has been given a report of said smoking.

8. Landlord Disclaimer

Resident acknowledges that THA's adoption of a non-smoking living environment, and the efforts to designate portions of the property as non-smoking does not in any way change the standard of care that THA has under applicable law to render the property any safer, more habitable or improved in terms of air quality standards than any other rental premises. THA specifically disclaims any implied or express warranties that the property will have any higher or improved air quality standards than any other rental property. THA cannot and does not warranty or promise that the property will be free from secondhand smoke. Resident acknowledges that THA's ability to police, monitor or enforce this Policy is dependent in significant part on voluntary compliance by Residents and Resident's guests. Residents with respiratory ailments and/or allergies to other conditions relating to smoke are put on notice the THA does not assume any higher duty of care to enforce this Policy than any other THA obligation under the rental agreement.

9. Lease Violation

Residents are responsible for the actions of their household, their guests and visitors. Failure to adhere to any of the conditions of this Policy will constitute a material non-compliance with the rental agreement and a serious violation of the Rental Agreement. In addition, Resident will be responsible for all costs for all clean-up associated with smoking, upon any violation of this Policy, such as removal of smoke odor or residue, sealing and repainting, picking up cigarette butts, etc.

A resident household will be determined to be in violation of the policy if:

- Staff witnesses a resident, resident's guest, or family member, service provider, or other person smoking inside a THA owned or managed house or apartment. All smoking must be done outside.
- Staff witnesses a lighted smoking product in an ashtray or other receptacle inside a THA owned or managed house or apartment.
- Damages to the interior of THA owned or managed properties that are the result of burns caused by smoking products including burns to resident 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 being disposed in the sewage or drain systems.
- Evidence of ashes on any surface in a house or apartment owned or managed by the THA
- All smoking products must be extinguished and disposed of properly. Metal cover cans or equal must be used. NEVER FLUSH DOWN TOILETS. Smoldering ashtrays or metal cans will result in lease violations.

10. Effect of Violation of the Policy.

1st violation: Resident will be issued a lease violation with a copy of the lease agreement addendum that they signed.

2nd violation: THA will schedule a meeting with resident to discuss the smoke-free policy and their repeated violations and strategies to help resident comply with the policy. If resident does not attend meeting, they will be issued a lease violation.

3rd violation: The resident will be issued a lease violation.

4th violation: An eviction notice to terminate the lease will be issued.

Resident Date

Other Lessee Date