



The Akron Metropolitan Housing Authority provides quality, affordable housing as a platform to develop people, property and community.

AMHA Smoke-Free Policy Lease Addendum

- I. **PURPOSE:** On December 6, 2016, the U.S. Department of Housing and Urban Development (HUD) published the Final Rule “*Instituting Smoke-Free Public Housing.*” The Final Rule requires housing authorities to implement a policy that prohibits the use of prohibited tobacco products in all public housing units and interior areas, including, but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures, as well as in outdoor areas within 25 feet from public housing and administrative office buildings. HUD issued additional guidance through Notice PIH-2017-03 on February 15, 2017.

Implementing a Smoke-Free Housing Policy will mitigate (i) the irritation and known health effects caused by secondhand smoke; (ii) the maintenance, cleaning, and rehabilitation costs attributable to smoking; (iii) the increased risk of fire from smoking; and (iv) the high costs of fire insurance and property damage caused by fires.

- II. **PROHIBITION:** This policy bans all prohibited tobacco products in all AMHA owned and/or managed dwelling units, within all indoors common areas, administrative office and in outdoor areas within 25 feet of any AMHA housing and any AMHA administrative office buildings (“restricted areas”). This prohibition applies to:

- III. **DEFINITION OF “PROHIBITED TOBACCO PRODUCTS”:** “Prohibited tobacco products” are defined as: (i) items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes; and (ii) waterpipes (hookahs).

While electronic cigarettes are permitted in the Resident’s private dwelling, they are prohibited, just as those items listed above, in all common areas, including outdoor areas within 25 feet of any AMHA buildings.

- IV. **SMOKE-FREE DEVELOPMENT:** Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident’s household have been designated as a smoke-free living environment. Resident, members of Resident’s Household, and guests under Resident’s control shall not use prohibited tobacco products anywhere in the unit rented by Resident, in the building where Resident’s unit is located, in any of the common areas,

playground areas, areas within 25 feet of any exterior window or door, and areas outside a tenant's unit, including balconies, and all areas on the building grounds, unless identified with signage as a designated smoking area.

- V. **DESIGNATED SMOKING AREA:** If, in AMHA's discretion, the property size and configuration allow, AMHA may designate and clearly identify a specific outdoor area where smoking is permitted. If a designated smoking area is established, smoking on the premises must be confined to and occur only within that designated smoking area. All other areas of the premises will be non-smoking areas.
- VI. **EFFECT OF BREACH AND RIGHT TO TERMINATE LEASE:** A breach of the Smoke-Free Housing Policy will be considered a material and serious breach of the Lease Agreement and is grounds for immediate termination of the Lease by AMHA. By signing this Smoke-Free Housing Policy Addendum, Resident acknowledges that AMHA may terminate the lease agreement if the Resident, a member of Resident's household, or any guest under Resident's control in any way violates or breaches the Smoke-Free Housing Policy.
- VII. **ENFORCEMENT:** Violations of the AMHA Smoke-Free Policy will be considered a breach of the lease agreement and may be grounds for eviction. Enforcement progression is based on violations per household, not per tenant, and is subject to the AMHA Grievance Procedures. AMHA will utilize the following enforcement progression:
- 1st Violation:** Tenant will be informed by the manager that AMHA has a Smoke-Free Policy and be informed that that any subsequent breach may result in lease termination. Tenant will receive a written warning, copy of Smoke-Free Policy and referral to cessation services.
- 2nd Violations:** Tenant will be informed by the manager that AMHA has a Smoke-Free Policy and be informed that that any subsequent breach may result in lease termination. Tenant will receive a written warning II, copy of Smoke-Free Policy and referral to cessation services.
- 3rd Violation:** Tenant will receive written warning III and referral to cessation services. A private conference with the manager will be scheduled at which time tenant will be informed by the manager that AMHA has a Smoke-Free Policy and be informed that any subsequent breach may result in lease termination.
- 4th Violation:** Tenant will receive a final written warning and referral to cessation services. A private conference with the manager will be scheduled at which time tenant will be informed by the manager that AMHA has a Smoke-Free Policy and be informed that that any subsequent breach **will** result in lease termination.
- 5th Violation:** Issuance of a 30 day lease termination.

VIII. **DISCLAIMER - AMHA IS NOT A GUARANTOR OF A SMOKE FREE ENVIRONMENT:** Resident acknowledges that AMHA’s adoption of its Smoke-Free Housing Policy, and the efforts to designate the development as smoke-free, does not in any way change the standard of care that AMHA 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. AMHA 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. AMHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

Resident acknowledges that AMHA’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, and Resident’s guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that AMHA does not assume any higher duty of care to enforce this Lease Addendum than any other AMHA obligation under the Lease and Ohio Law.

IX. **REASONABLE ACCOMMODATION REQUESTS:** Addiction to nicotine or smoking is not a disability. AMHA may not permit continued smoking in a restricted areas.

X. **EFFECTIVE DATE:** Unless otherwise required by HUD regulation, the effective date of this Policy and Lease Addendum is **August 1, 2018.**

Head of Household’s Printed Name: _____

Address: _____

RESIDENT

DATE

RESIDENT

DATE

RESIDENT

DATE

RESIDENT

DATE

AMHA REPRESENTATIVE

DATE