**Lackawanna** **Municipal Housing Authority**

**SMOKE-FREE POLICY**

**POLICY STATEMENT**

The Lackawanna Municipal Housing Authority is committed to providing a healthy, productive and respectful environment in which to live and work. Effective January 1st, 2018 smoking will be banned in and on all Lackawanna Municipal Housing Authority (LMHA) managed properties, including but not limited to all buildings, apartments, dwelling units, offices, vehicles and common areas. The policy applies to all persons entering properties of the Lackawanna Municipal Housing Authority, including but not limited to, residents, guests, visitors, contractors, vendors, employees, staff and volunteers. All provisions, terms and conditions appearing in this smoke and tobacco-free policy are incorporated and made part of the Resident Dwelling Lease and the Employee Handbook. Smoke-free Public Housing is a US Department of Housing and Urban Development (HUD) Initiative, and through Notice and Regulation, HUD has mandated that Public Housing Authorities implement such a policy.

**POLICY**

**1.0** Smoking is prohibited on all property owned by the Lackawanna Municipal Housing Authority, be it private or common areas.

**2.0 DEFINITIONS**

 **2.1**“Smoke” or “smoking” means inhaling, exhaling, breathing, burning or carrying any lighted or heated cigar, cigarette, pipe, other smoking device for burning tobacco, other device designated to accomplish, enable or imitate the act of smoking, or similar lighted product in any manner or in any form, or any electronic or non-electronic device that provides a vapor of liquid nicotine and/or other substance which simulates smoking, be it e-cigarettes,e-cigars, e-pipes, hookahs, and all vapor/vaping devices or any other name referred to.

* 1. “Dwelling Unit” is defined as the residence occupied by a person(s), which are the interior and exterior spaces tied to a particular unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathrooms, and other space within the unit, as well as balconies, porches and patios.
	2. “Common Spaces” are defined as areas within the building interior that are open to the public, including but not limited to, entryways, community parks and patios, balconies, porch roof terraces, hallways, elevators, management offices, community kitchens, community rooms, community bathrooms, lobbies, reception areas, laundry rooms, storeroom, stairwells, and any other area accessible to employees, residents and guests.

**3.0 PROPERTY DETAILS**

* 1. All areas of property owned and/or managed by the Lackawanna Municipal Housing Authority, be it dwelling units, high rises and common areas, private or public, are smoke-free.

**4.0 MANAGEMENT RESPONSIBILITIES**

* 1. The Lackawanna Municipal Housing Authority shall post “No Smoking” signs at entrances and exits.
	2. All residents will be given a copy of the Smoke-Free Policy. This will be part of their signing the new lease which contains the smoke free requirements.

**5.0 RESIDENT RESPONSIBILITIES**

* 1. Resident agrees to refrain from and cause Resident's household members, Resident's guests, and other persons under Resident's control to refrain from smoking of tobacco products, be it inhaling, exhaling, breathing, burning or carrying any lighted cigar, cigarette, pipe, or other smoking device for burning tobacco or similar lighted product in any manner or in any form, or any electronic or non-electronic device that provides a vapor of liquid nicotine and/or other substances which simulates smoking, be it e-cigarettes, e-cigars, e-pipes or any other name referred to, in all areas of property owned by the Lackawanna Municipal Housing Authority, being both private and common, whether enclosed or outdoors, including but not limited to, all living units, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, entry ways, patios, porches, balconies, elevators and within 50 feet from shared entrances.
	2. Residents will be responsible to inform all of their guests and visitors that their dwelling unit and all areas of the Lackawanna Municipal Housing Authority are smoke free and that their housing may be affected by violators.
	3. Resident acknowledges that the remedy for smoking within the apartment may be the assessment of a charge of up to two hundred and fifty dollars ($250.00) for each smoking incident, after the first warning. Repeated violations may lead to the eviction of the Resident from the dwelling unit.
	4. Residents are encouraged to promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's unit.

**6.0 DISCLAIMERS**

* 1. Resident acknowledges the Landlord's adoption of a non-smoking living environment does not make the Landlord or Landlord's agents, representatives, servants, and/or employees, the grantor of Resident's health or of the non-smoking condition of the Resident's unit and the common areas. The Lackawanna Municipal Housing Authority is not a guarantor of Resident's well-being related to smoke-free environment. Residents understand and accept that landlord's adoption of a Non-Smoking Policy, and efforts to enforce such policy, do not constitute representation or guarantee by the Lackawanna Municipal Housing Authority or any of its managing agents of any direct or consequential benefits to the Resident's health or well-being. The Lackawanna Municipal Housing Authority will take reasonable steps to enforce the Non-Smoking Policy. The Lackawanna Municipal Housing Authority will address violations of the policy upon Lackawanna Municipal Housing Authority's actual knowledge of the violation and the identity of the responsible Resident.
	2. Resident acknowledges the Lackawanna Municipal Housing Authority's adoption of a Smoke-Free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way warranty (implied or expressed) or render Lackawanna Municipal Housing Authority's building and premises any safer, more habitable, or improved in terms of air quality standards than any other rental premises, or that they be free from secondhand smoke. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this policy than any other landlord obligation under the Lease. Resident understands and accepts that Lackawanna Municipal Housing Authority's adoption of a non-smoking living environment does not in any way modify or add to the standard of care that Lackawanna Municipal Housing Authority has under applicable law to maintain the Property safe relative to air quality. Lackawanna Municipal Housing Authority makes no implied or express warranties that the air quality will be higher than other comparable rental properties as a result of the Non-Smoking Policy. Lackawanna Municipal Housing Authority cannot and does not warranty or promise that the Property will be free from second-hand smoke. Lackawanna Municipal Housing Authority's ability to police, monitor or enforce this Policy is dependent in part on voluntary compliance by Residents and Resident's guests.
	3. Notice to Residents with respiratory ailments, allergies or other conditions related to Smoke. This policy constitutes notice that the Lackawanna Municipal Housing Authority does not assume any duty of care to enforce this Policy higher than that under the rental agreement.

**7.0 VIOLATIONS**

* 1. Any resident, including members of their household, guests, or visitors will be considered in violation of the Resident's lease if found smoking in any Lackawanna Municipal Housing Authority facility or dwelling unit or anywhere on Lackawanna Municipal Housing Authority property. Three (3) violations will be considered to be repeated violation of the material terms of the lease and will be cause for eviction.

**By signing the following I, the tenant, acknowledge that I understand the Lackawanna Municipal Housing Authority Smoke-Free Policy**

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**Tenant Signature Date**