

ALBANY HOUSING AUTHORITY
SMOKE-FREE HOUSING POLICY

Effective January 1, 2016, smoking will not be permitted in or on the grounds of any building or facility, including residential apartment units, owned or managed by Albany Housing Authority or any of its affiliated entities (AHA Property). This Policy shall be implemented in accordance with the following guidelines:

1. **PURPOSE** The Authority adopts this Smoke-Free Housing Policy to mitigate (a) the irritation and adverse health effects of secondhand smoke on residents, employees and guests on Authority Property, (b) the increased maintenance, cleaning, and redecorating costs resulting from smoking, and (c) the increased risk of fire associated with smoking.

2. **DEFINITIONS** For purposes of this Policy:

“**SMOKING**” means inhaling or exhaling smoke from or carrying or possessing any lighted cigarette, cigar, pipe or other tobacco product or similarly lighted smoking material product in any manner or in any form, including E-cigarettes or similar products.

“**SMOKE-FREE AREAS**” means Premises occupied as a residence and all interior common areas, including, but not limited to, Community Rooms, community bathrooms, lobbies, receptions areas, hallways, laundry rooms, stairways, elevators and offices within any building (residential or otherwise) owned or managed by the Authority or any of its affiliated entities and within twenty five (25) feet of any such building, including porches, balconies and patios as may be determined by the Authority and not a “Designated Smoking Area”.

“**DESIGNATED SMOKING AREA**” means any area specifically designated by the Authority, in its sole discretion, in which smoking shall be permitted.

3. **SMOKE-FREE POLICY**

- Effective January 1, 2016 all residents, all employees, all guests and all visitors in or on any property owned or managed by AHA or any of its affiliates are prohibited from smoking inside any building, including common areas and residential units.
- Smoking in or on the grounds of any AHA Property by any Tenant subject to this Smoke Free Policy or any member of the household, any guest of such a Tenant or any guest of any member of such a Tenant’s household or any other person under such a Tenant’s control will be considered in violation of such Tenant’s lease and will be cause for lease termination as set forth below:
- AHA may, in its discretion, designate specific areas where smoking is permitted on the grounds of AHA Property
- Tenants subject to this Smoke Free Policy shall be required to inform all members of Tenant’s Household, any guest of Tenant, any guest of Tenant’s Household and any other person under Tenant’s control of the Authority’s Smoke-Free Policy.

- The Authority shall encourage all residents to promptly notify the Authority of any incident of tobacco smoke migrating into Tenant’s premises and to provide the Authority with a written statement concerning such incident.

4. BREACH OF SMOKE FREE POLICY:

- a. A first violation of the AHA Smoke Free Policy will result in a written warning.
- b. The Authority will add a cleaning charge of \$250.00 to a tenant’s account for each violation of the AHA Smoke Free Policy after the First Warning.
- c. A Third violation of the AHA Smoke Free Policy shall constitute a repeated violation of a material provision of the lease and may be grounds for termination of the lease.

5. IMPLEMENTATION This AHA Smoke Free Policy shall be implemented in accordance with the following procedure:

- Beginning January 1, 2016, any Tenant entering into possession of a residential unit owned or managed by AHA shall be required to sign the attached Smoke Free Addendum to the lease and shall be subject to this Smoke Free Policy.
- Any Tenant in possession of a residential unit owned or managed by AHA prior to January 1, 2016 shall be required to sign the attached Smoke Free Addendum to their Lease and shall then be subject to this Smoke Free Policy.

6. AUTHORITY TO PROMOTE SMOKE FREE POLICY The Authority will post “No Smoking” signs at entrances and exits, in common areas, and in other conspicuous places on Authority Property.

7. AUTHORITY NOT A GUARANTOR OF SMOKE-FREE ENVIRONMENT The Authority will take reasonable steps to enforce its Smoke-Free Policy, but by adopting a Smoke-Free Policy the Authority does not intend to make the Authority or any of its employees or agents, guarantor’s of Tenants’ health or of a Smoke Free environment. The Authority shall not be obliged to act in response to a violation of its Smoke Free Policy unless it has been provided with timely written notice of such violation.

8. DISCLAIMER BY AUTHORITY The Authority’s adoption of a Smoke-Free policy shall not in any way change the standard of care the Authority, its agents or employees owes to Tenants and Tenant Households and guests or to render property, buildings and premises that are designated “Smoke Free” to be safer, more habitable or improved in terms of air quality standards than any other rental property. The Authority cannot and shall not warrant or promise that the rental premises or common areas will be free from secondhand smoke. The Authority’s ability to police, monitor and enforce its Smoke Free Policy shall be dependent in significant part to voluntary compliance by Tenants, Tenant Households and guests of Tenant and Tenant Households. Occupants with respiratory ailments, allergies, or other physical or mental conditions relating to smoking shall be placed on notice that the Authority does not assume any higher duty of care to enforce this addendum than any other obligation of the Authority under the Lease.