

## **COHOES HOUSING AUTHORITY NON-SMOKING POLICY**

**Effective October 1, 2017, it shall be the policy of the Cohoes Housing Authority not to allow or permit smoking in or on the grounds of any building or facility, including residential apartment units and Authority offices, owned, operated or managed by the Authority. This policy shall apply to all persons in or on the grounds of any building or facility, including, but not limited to, employees, residents, and guests of the Authority.**

**The terms of this policy shall be incorporated into the lease of all Residents as a lease addendum. Refusal or failure of a tenant to sign an addendum shall be a violation of the lease.**

It is the purpose of this policy to mitigate: (i) the irritation and negative health effects of secondhand smoke; (ii) the increased risk of fire from smoking; (iii) the increased maintenance, cleaning and redecorating costs from smoking.

This policy shall be implemented in accordance with the following guidelines:

- 1. Definition of Smoking.** The term “smoking” means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe or other tobacco product or similar lighted product in any manner or in any form. “Smoking shall also include inhaling, exhaling, breathing, carrying or possessing an e-cigarette.
- 2. Non-Smoking Area.** All of the Authority’s properties are non-smoking areas. This includes, but is not limited to, all grounds, vehicles, buildings, resident apartments, common areas, community rooms, bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, garages, work areas, elevators, entryways, porches, playgrounds and basketball courts. All such areas are hereby designated as Non-smoking areas. No one shall smoke anywhere on Authority property at any time. Residents and employees shall not allow any guests or visitors to smoke on Authority property.
- 3. Residents and Employees to Promote Non-Smoking Policy and to Alert Landlord of Violations.** Residents and employees shall inform all their visitors or guests of the non-smoking policy. Further, residents and employees shall promptly provide Authority staff with written notification of any incident where smoking occurs on Authority property.
- 4. Cohoes Housing Authority to Promote Non-Smoking Policy.** CHA shall post “No Smoking” signs at entrances and exits, in common areas, and in other conspicuous places.
- 5. Cohoes Housing Authority is Not a Guarantor of Smoke-Free Environment.** Residents and employees acknowledge that Authority's adoption of a non-smoking policy does not make the Authority the guarantor of a resident's or employee’s health or of the non-smoking condition of the resident's unit or building common areas or an employee’s work areas. The Authority shall take reasonable steps to enforce the non-smoking policy and to make the property as smoke-free as is reasonably possible. The Authority shall not be required to enforce this policy against any individual person unless the Authority has been given written notice of smoking in violation of this policy.
- 6. Effect of Breach and Right To Terminate Lease.** A breach of this policy and the lease addendum shall give each party all the rights contained herein, as well as the rights contained in the lease.

**7. Penalties and Remedies.** Smoking has the potential to cause property damage, excess cleaning and additional painting. Residents in violation of this policy will be responsible for such additional costs. Residents found to have violated this policy by smoking within the apartment will be assessed a charge of two hundred-fifty dollars (\$250.00) for each smoking incident, after one written warning. Violation of this policy on two or more occasions within an apartment, after one written warning, shall constitute a continuing breach of this policy and shall be a material breach of the lease and grounds for lease termination (eviction) by the Authority. Any violation of this policy outside of one's apartment will result in the following penalties: 1<sup>st</sup> offense: issuance of a warning letter; 2<sup>nd</sup> offense: assessment of a twenty five (\$25.00) service charge; 3<sup>rd</sup> offense: assessment of a fifty dollar (\$50.00) service charge; 4<sup>th</sup> offense: termination of the lease and the commencement of legal proceedings.

**8. Disclaimer by Landlord.** The Authority's adoption of a non-smoking policy does not in any way change the standard of care that the it will have to a resident or employee to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The Authority specifically disclaims any implied or express warranties that the building, common areas, or premises will have any higher or improved air quality standards than any other rental property. The Authority cannot and does not warrant or promise that the premises or common areas will be free from secondhand smoke. The Authority's ability to police, monitor, or enforce this policy and the lease addendum is dependent in significant part on voluntary compliance by others. 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.

<b>RESIDENT</b>	<b>DATE</b>
<b>SPOUSE/CO-HEAD</b>	<b>DATE</b>
<b>OTHER ADULT HOUSEHOLD MEMBER</b>	<b>DATE</b>
<b>OTHER ADULT HOUSEHOLD MEMBER</b>	<b>DATE</b>
<b>OTHER ADULT HOUSEHOLD MEMBER</b>	<b>DATE</b>
<b>CHA REPRESENTATIVE</b>	<b>DATE</b>