

## NO-SMOKING POLICY

**This Policy applies to all Employees and Residents of Troy Housing Authority (THA) and Kennedy Towers (KT) and is incorporated into the Lease with All Residents as a Lease Addendum. The policy becomes effective January 1, 2016. Refusal or failure to sign this addendum shall constitute a violation of Item 6.d. of the THA lease and 14.d. of the KT lease.**

1. **Purpose of Non-Smoking Policy.** The Troy Housing Authority, Employees and Residents desire 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; and (iv) the higher costs of fire insurance related to smoking.
2. **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; including e-cigarettes.
3. **Non-Smoking Area.** All Employees and Residents acknowledge that resident apartments and interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, elevator, and areas within 25 feet from buildings, entryways, porches, balconies and patios are designated as Non-smoking areas. Residents, members of Resident's household, and Employees shall not smoke anywhere in said Non-Smoking Areas; this includes the apartment rented by Resident, the building where Resident's dwelling is located, or in any of the common areas or adjoining grounds of such building including the steps, patios or yards (i.e. any area where children may congregate or play). Residents and Employees shall not allow any guests or visitors to smoke in said Non-Smoking Areas.
4. **Resident and Employee to Promote Non-Smoking Policy and to Alert Landlord of Violations.** Residents and Employees shall inform all their visitors of the non-smoking policy. Further, in order to have a violation of this policy investigated, Residents and Employees shall promptly give Site Management a written statement of any incident where tobacco smoke is witnessed or evidenced in a Non-Smoking Area. A form for such reporting is available.
5. **Troy Housing Authority to Promote Non-Smoking Policy.** Troy Housing Authority shall post “No Smoking” signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of all Non-Smoking Areas.
6. **Troy Housing Authority is Not a Guarantor of Smoke-Free Environment.** Residents and Employees acknowledge that Troy Housing Authority's adoption of a non-smoking policy does not make the Troy Housing Authority the guarantor of Resident's or Employee's health or of the non-smoking condition of the Resident's unit, common areas or work areas. The Troy Housing Authority shall take reasonable steps to enforce the non-smoking policy and to make the Non-Smoking Area as smoke-free as is reasonably possible. Troy Housing Authority is not required to take steps in response to smoking unless Troy Housing Authority knows of said smoking or has been given written notice of said smoking.
7. **Effect of Breach and Right To Terminate Lease.** A breach of this Policy and Lease Addendum shall give each party all the rights contained herein, as well as the rights contained in the Lease. Tenant acknowledges that smoking has the potential to cause property damage, excess cleaning and additional painting and that said tenant will be responsible for such additional costs. Therefore, the remedy for smoking within an apartment will be the assessment of an additional security deposit of two hundred-fifty dollars (\$250.00) for each smoking incident. Smoking security deposit charges will be used by the Troy Housing Authority towards the costs of refurbishing the vacated apartment in which smoking has occurred. If additional costs are incurred the resident or former resident will be charged. If any funds remain after the apartment is refurbished they will be returned to the tenant or former tenant. Violation of this policy on two or more occasions in an apartment 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 Troy Housing Authority. Violations of this policy outside of one's apartment will result in the following remedies: 1<sup>st</sup> offense: a warning letter will be issued; 2<sup>nd</sup> offense: a ten dollar (\$10.00) service charge will be assessed; 3<sup>rd</sup> offense: a twenty dollar (\$20.00) service charge will be assessed; 4<sup>th</sup> offense: legal proceedings for eviction will commence.
8. **Disclaimer by Landlord.** Resident and Employee acknowledges that Troy Housing Authority's adoption of a non-smoking living environment, does not in any way change the standard of care that the Landlord or managing agent 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. Troy Housing 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. Troy Housing Authority cannot and does not warrant or promise that the premises or common areas will be free from secondhand smoke. Resident and Employee acknowledges that Troy Housing Authority's ability to police, monitor, or enforce the agreements of this Policy and Addendum is dependent in significant part on voluntary compliance by Employees, Resident, Resident's guests, as well as by other residents and guests in other parts of the Non-Smoking Area. 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 Addendum than any other landlord obligation under the Lease.

**Resident or Employee:**

**Address:**

**Management Agent:**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_