

# Kansas City, Kansas Housing Authority

## Smoking Policy

Implementation Date: November 1, 2017

Effective Date: January 1, 2018

### Background:

Smoking is a leading cause of residential fires and the number one cause of fire deaths in the United States. Some Insurance companies offer discounts on property casualty insurance for multi-unit owners and renters insurance for residents with a 100% smoke-free policy.

Apartment turnover costs can be two to seven times greater when smoking is allowed. Move-out costs to residents can be reduced and the time to re-rent units can be cut when smoking is not allowed. The savings to both residents and the PHA can be substantial.

According to the American Lung Association, cigarette smoking is the number one cause of preventable disease in the United States. The elderly and young populations, as well as people with chronic illnesses, are especially vulnerable to the adverse effects of smoking and secondhand smoke. The EPA has identified secondhand smoke as a Class A carcinogen. A class A *carcinogen* is a cancer causing agent. Allowing smoking within Housing Authority dwelling units or the vicinity exposes all residents, visitors and staff to these known carcinogens.

### Definitions:

For the purpose of this policy **following definitions will be used:**

- Smoke-free properties are those buildings/sites that have never been smoked in and will not allow smoking anywhere on the property.
- No-Smoking buildings are classified as buildings (dwelling units) where smoking had been allowed in the past, but at the time of implementation of the policy, smoking will not be allowed.
- Housing Authority premises is all property owned by the Authority, including Management Offices and Maintenance Areas. All residential and high-rise yards, sidewalks and parking lots.

### Purpose of No-Smoking Policy:

1. To mitigate the irritation and known health effects of secondhand smoke.
2. Minimize the maintenance, cleaning and rehabilitation costs associated with smoking.
3. Decrease the risk of smoking-related fires to property and property safety. To reduce cost of property casualty insurance for the Authority.
4. To allow staff and visiting professional home care providers the opportunity to perform their job duties in an environment that is non-smoking.

## **Proposed Policy:**

All Kansas City, Kansas Housing Authority premises will be designated as **No-Smoking**. Smoking will not be permitted on Housing Authority premises or within 25 feet of Housing Authority buildings and dwelling units.

Any future properties purchased or built by the Authority shall be considered **Smoke-free**.

**Definition of Smoking:** The term "smoking" means inhaling, exhaling, breathing or carrying any lit cigar, cigarette, electronic cigarette, or other tobacco product or similar product in any manner or in any form. This includes the smoking of medical marijuana, burning of incense, sage and similar products.

- **Individual apartment dwellings** are defined as the interior and exterior spaces to a particular unit assigned to a tenant. This includes, but is not limited to, bedroom, hallways, kitchens bathroom(s), patio, balcony, entryway and yards.
- **Common spaces** defined as areas within the building that are open to the public, including, but not limited to, playgrounds, community centers, community bathrooms, community rooms, community kitchens, lobbies, reception areas, hallways, laundry, stairwells, offices and elevators.
- **Designated smoking areas** – there are no designated smoking areas on Kansas City, Kansas Housing Authority properties.

## **Persons affected by the no smoking policy**

This policy applies to **EVERYONE** (residents, guests, visitors, service personnel, vendors and KCKHA employees) who visits, lives and works at the Kansas City, Kansas Housing Authority properties.

## **Resident Responsibilities:**

1. It shall be the resident's responsibility to inform his/her household members and guests of this No-Smoking Policy.
2. The resident shall prohibit smoking by his/her household members or guests while on the premises that would violate this policy.
3. Failure to comply or upon repeated violations of this policy may be cause for lease enforcement action up to and including termination of resident tenancy.

## **Employee Responsibility:**

It will be the responsibility of all Kansas City, Kansas Housing Authority employees to inform residents, guests, visitors, vendors and service personnel of the KCKHA No-Smoking Policy and to enforce the policy.

The new no-smoking policy **does not mean** that residents/employees will have to quit smoking in order to live and/or work at KCKHA properties. The new policy only limits smoking while on KCKHA properties.

## **No-Smoking Signage:**

All Kansas City, Kansas Housing Authority properties shall post appropriate "No Smoking" signs at the entrances of all KCKHA properties, playgrounds and Community Centers. All dwelling units shall have "No Smoking" stickers affixed to the entrance doors. Smoking is still restricted even if signage is not present or has been tampered with.

## **Enforcement for Households:**

Where practical, KCKHA Staff will apply a "three strikes" progressive course of lease enforcement action in implementing the smoking ban. The practice shall be applied as follows:

- **First Breach:** Management will issue a written notice requesting a conference to explain the reason and cause of the violation notice, and corrective action required.
- **Second Breach:** Management will issue a 14 Days Notice of Lease Violation in conformance with HUD regulations and state law.
- **Third Breach:** Management will issue an eviction in conformance with HUD regulations and state law.

Eviction proceedings will be the last resort in resolution to resident compliance. If a **guest** violates the policy, they are subject to ban after the 1<sup>st</sup> violation and warning.

## **Enforcement for Employees:**

See Employee Personnel Policy

## **Disclaimer:**

Resident acknowledges that Owner/Owner Agent adoption of a non-smoking living environment, does in any way change the standard of care that the Owner/Owner Agent would have to a resident household 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. Owner/Owner Agent specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher improved air quality standards than any other rental property. Owner/Owner Agent cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that Owner/Owner Agent's ability to police, monitor, or enforce the provisions of this Section is dependent in significant part on voluntary compliance by Resident and 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 Owner/Owner Agent does not assume any higher duty of care to enforce this Section than any other Owner/Owner Agent obligation under the Lease.