



Smoke-Free Housing Policy

Smoking will NOT be permitted in the Rochester Housing Authority buildings, including apartments, in accordance with the the following guidelines.

- Effective October 1, 2013, all current and new residents, all employees, guests and visitors in and/or on RHA property will be prohibited from smoking inside the buildings, common area, including all housing units.
- Any resident, including the members of their household, guests, or visitors will be considered in violation of the lease if found smoking in any RHA facility or apartment, or anywhere on RHA property that is deemed as a nonsmoking area. Three (3) violations will be considered to be a repeated violation of the material terms of the lease and will be cause for eviction.
- After the first warning, a cleaning charge of \$250.00 may be added to the resident account for each violation of the policy that occurs in the apartments, building common areas or any other nonsmoking area on or in RHA property. (Any cigarette butts not properly disposed of may also be cause for a cleaning service charge.)
- No smoking signs will be posted both outside and inside the common areas of the RHA property. Residents will be responsible to inform all their guests and visitors that their apartment is smoke free and that their housing may be affected by violators.
- Smoking outside any RHA building or housing unit may be limited and designated smoking areas will be posted and locations subject to change. Smoking outside any Housing Authority building will be limited to the following area(s): 25 feet from any entrance or window, or public sidewalks or as designated.
- If the smell of smoke is reported, RHA will seek the source of the smoke and appropriate action will be taken. 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.
- Upon adoption of this policy, all residents presently living in Rochester Housing Authority units will be given a copy of the policy. After review both incoming and current residents will be required to sign the Smoke Free lease addendum. A copy will be retained in the tenant file.

Política de Viviendas sin Humo

Según las siguientes normas, ESTÁ PROHIBIDO fumar en los edificios propiedad de la Autoridad de la Vivienda de Rochester, incluyendo los apartamentos individuales.

- A partir del 1 de octubre de 2013, los residentes actuales y futuros, empleados, huéspedes y visitantes de las propiedades de RHA tendrán prohibido fumar dentro de los edificios, las áreas comunitarias y todas las unidades o viviendas individuales.
- Si se descubre que alguno de los residentes, incluyendo miembros de su hogar, huéspedes o visitantes, fuma en las instalaciones de RHA, apartamentos o zonas de las instalaciones de RHA consideradas como espacios sin humo, se determinará que incumple los términos del contrato de alquiler. El incumplimiento de dicho contrato por tres (3) veces consecutivas, se considerará un incumplimiento repetido de los términos materiales del contrato y será motivo de desalojo.
- Después del primer aviso y cada vez que se incumpla esta política en el apartamento, las áreas comunitarias del edificio o cualquier otra zona propiedad de RHA donde esté prohibido fumar, se cargará en la cuenta del residente una cantidad de \$250.00 por gastos de limpieza. (El desecho en lugares inapropiados de colillas de cigarrillos también podría conllevar un recargo por servicios de limpieza).
- Fuera y dentro de las zonas comunitarias en la propiedad de RHA se colocarán letreros de Prohibido Fumar. Los residentes tendrán la responsabilidad de informar a sus huéspedes y visitantes que está prohibido fumar en su apartamento y que si incumplen estas condiciones podrían poner en riesgo el alquiler de su vivienda.
- Fumar fuera de los edificios y viviendas individuales de RHA puede estar limitado. Las zonas designadas para fumar estarán señalizadas y su ubicación podría cambiar.
- Fumar fuera de cualquier edificio de la Autoridad de la Vivienda estará limitado a las siguientes zonas: 25 pies de distancia de cualquier entrada, ventana, acera pública o áreas designadas.
- Si alguien se queja de olor a humo de tabaco, RHA averiguará de dónde procede y tomará las medidas apropiadas. Se insta a los residentes a proporcionar puntualmente al Propietario del edificio una declaración escrita de cualquier incidente donde humo de tabaco procedente del exterior se haya introducido en la unidad de ese residente.
- Cuando se adopte esta política, todos los residentes que viven actualmente en las unidades de la Autoridad de la Vivienda de Rochester recibirán una copia de la misma. Después de revisarla, los residentes actuales y futuros deberán firmar la enmienda al contrato de alquiler sobre espacios sin humo y una copia de la misma se guardará en el archivo con el historial del residente.

Ratificado por el Consejo de Comisionados de RHA

3/27/13



Property Management

675 W. Main Street
Rochester, New York 14611
(585) 697-6101
FAX (585) 362-8601

May 2, 2013

Dear Resident:

The Rochester Housing Authority and RHA Board of Commissioners have approved a new policy which will make all RHA properties SMOKE-FREE and will become effective OCTOBER 1, 2013. The Department of Housing and Urban Development has been strongly recommending Housing Authorities adopt these policies for the Health and Safety of all our residents as well as protecting our property.

Smoke-free housing will eliminate secondhand smoke, will improve indoor air quality, will decrease maintenance costs, will help prevent fires due to careless smoking, and will help protect all of our residents.

All properties will have areas where smoking is allowed (outside the buildings/apartments and within a specified distance from common entryways). We are attempting to make these locations as convenient as possible, yet in a location that will not affect nonsmokers. These locations are subject to change.

Please review the Smoke-free Policy and Lease addendum. RHA has been working with many agencies to assist us and our residents with our Smoke-free policy and there are many resources available to assist any resident in smoking cessation programs. (Want to quit, there is HELP)

If you have any questions or need any additional information regarding this policy or assistance in quitting smoking, please contact your management office. All lease addendums must be signed and returned on or before August 1, 2013.

Best regards,

Sandra Whitney, PHM
Director of Public Housing

Attachments: Smoke-free housing policy and lease addendum

Smoking Cessation programs/assistance:

American Lung Association : 1-800-548-8252, 1-585-442-4260

NYS Smoker's Quitting: 1--866-NY-QUITS www.nysmokefree.com

American Cancer Society : 1-800-227-2345



Date:

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Re: Smoke Free Housing Lease Violation 1st Warning

Dear Resident,

RHA Smoke Free Housing Policy went into effect on October 1, 2013. As stated in the policy: “all current and new residents, all employees, guests and visitors in and/or on RHA property will be prohibited from smoking inside the buildings, common area, including all housing units. Any resident, including the members of their household, guests, or visitors will be considered in violation of the lease if found smoking in any RHA facility or apartment, or anywhere on RHA property that is deemed as a nonsmoking area. Three (3) violations will be considered to be a repeated violation of the material terms of the lease and will be cause for eviction. After the first warning, a cleaning charge of \$250.00 may be added to the resident account for each violation of the policy that occurs in the apartments, building common areas or any other nonsmoking area on or in RHA property. (Any cigarette butts not properly disposed of may also be cause for a cleaning service charge.)”

It has been determined that you and/or your guests have been smoking in your apartment. Please consider this your **1st Warning.**

As per the Non-Smoking Lease addendum: “A breach of this Lease Addendum shall give each party all the rights and obligations contained herein, as well as the rights and obligations contained in the Lease. A material or continuing breach of this Addendum shall be a material breach of the Lease and grounds for termination of the Lease by the Landlord.”

If you would like assistance in any smoking cessation, please contact your management office for referrals.

Yours truly,

Victims of domestic violence, dating violence, or stalking may have protections provided by the Violence Against Women’s Act, or if you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the Housing Authority immediately.





Fecha:

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Asunto: Incumplimiento de la Política de No Fumar de su Contrato de Alquiler - 1^{er}. Aviso

Apreciado residente,

La Política de Viviendas sin Humo de RHA entró en vigor el 1 de octubre de 2013. Como se indica en la misma, “los residentes actuales y futuros, empleados, huéspedes y visitantes de las propiedades de RHA tendrán prohibido fumar dentro de los edificios, las áreas comunitarias y todas las unidades o viviendas individuales. Si se descubre que alguno de los residentes, incluyendo miembros de su hogar, huéspedes o visitantes, fuma en las instalaciones de RHA, apartamentos o zonas de las instalaciones de RHA consideradas como espacios sin humo, se determinará que incumple los términos del contrato de alquiler. El incumplimiento de dicho contrato por tres (3) veces consecutivas, se considerará un incumplimiento repetido de los términos materiales del contrato y será motivo de desalojo. Después del primer aviso y cada vez que se incumpla esta política en el apartamento, las áreas comunitarias del edificio o cualquier otra zona propiedad de RHA donde esté prohibido fumar, se cargará en la cuenta del residente una cantidad de \$250.00 por gastos de limpieza. (El desecho en lugares inapropiados de colillas de cigarrillos también podría conllevar un recargo por servicios de limpieza)”.

Se ha determinado que usted o sus huéspedes han fumado en su apartamento. Considere este su **1^{er}. aviso.**

Según la enmienda al contrato de alquiler sobre la política de no fumar, “el incumplimiento de esta Enmienda al Contrato de Alquiler otorgará a cada parte todos los derechos y obligaciones incluidas en la misma, además de los derechos y obligaciones incluidas en el Contrato de Alquiler. El incumplimiento material o continuado de esta Enmienda será considerado como incumplimiento material del Contrato de Alquiler y motivo para que el Arrendador cancele el Contrato de Alquiler”.

Si desea ayuda para dejar de fumar, póngase en contacto con su oficina de administración para que le refiera a la entidad adecuada.

Atentamente,

Smoking Cessation programs/assistance:
American Lung Association : 1-800-548-8252, 1-585-442-4260
NYS Smoker’s Quitting: 1--866-NY-QUITS www.nysmokefree.com
American Cancer Society : 1-800-227-2345

Las víctimas de la violencia de género o acoso pueden estar protegidas por la Ley contra la Violencia de Género, o si usted o un miembro de su familia está incapacitado y requiere adaptaciones específicas para poder utilizar plenamente nuestros programas y servicios, llame inmediatamente a la Autoridad de la Vivienda.



NON-SMOKING
LEASE ADDENDUM

The Resident and all members of Resident's family or household are parties to a written Lease. This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the original Lease agreement. A breach of this Lease Addendum shall give each party all the rights and obligations contained herein, as well as the rights and obligations in the Lease.

Smoke free Housing

1. **Purpose of Non-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) the increased risk of fire from 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.
3. **Non-Smoking Area.** Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household and any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevator, within all living units, and **within a specified distance from building(s), as determined by the property manager in consultation with the residents**, including entry ways, porches, balconies and patios that have been designated as a Non-smoking living environment. Resident and members of Resident's household shall not smoke anywhere in said Non-Smoking Area, including in the unit rented by Resident, the building where Resident's dwelling is located, or in any of the common areas or adjoining grounds of such buildings, nor shall Resident permit any guests or visitors under the control of Resident to smoke in said Non-Smoking Area.
4. **Resident to Promote Non-Smoking Policy.** Resident shall inform Resident's guests of the non-smoking policy. 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.
5. **Landlord to Promote Non-Smoking Policy.** Landlord shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the Non-Smoking Area.
6. **Landlord Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that Landlord's adoption of a non-smoking living environment does not make the Landlord or any of its managing agents the guarantor of Resident's health or of the non-smoking condition of the Resident's unit and the common areas. However, Landlord shall take reasonable steps to enforce the non-smoking terms of its leases and to make the Non-Smoking Area as smoke-free as is reasonably possible. Landlord is not required to take steps in response to smoking unless Landlord 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 Lease Addendum shall give each party all the rights and obligations contained herein, as well as the rights and obligations contained in the Lease. A material or continuing breach of this Addendum shall be a material breach of the Lease and grounds for termination of the Lease by the Landlord. **Tenant acknowledges that the remedy for smoking within the apartment may be the assessment of a charge of up to two hundred-fifty dollars (\$250.00) for each smoking incident, after the first warning. Charges will be used by the RHA towards the costs of refurbishing the apartment.**

8. Disclaimer by Landlord. Resident acknowledges that Landlord's adoption of a non-smoking living environment, does not in any way change the standard of care that the Landlord or managing 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. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor, or enforce the agreements of Addendum 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 Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

9. Effective Date. This Smokefree Housing Policy will be effective on October 1, 2013.

Tenant Acknowledgement:

I have read and understand the above no smoking policy/lease addendum and I agree to comply fully with the provisions provided therein.

Resident

Date

Co-Tenant

Date

Rochester Housing Authority

Date

POLÍTICA DE NO FUMAR
ENMIENDA AL CONTRATO DE ALQUILER

El Residente y todos los miembros de la familia u hogar del Residente son las partes firmantes del Contrato de Alquiler escrito. Esta Enmienda incluye los siguientes términos, condiciones y normas adicionales que son incorporadas por la presente al Contrato de Alquiler original. El incumplimiento de esta Enmienda al Contrato de Alquiler otorgará a cada parte todos los derechos y obligaciones incluidas en la misma, además de los derechos y obligaciones incluidas en el Contrato de Alquiler.

Viviendas sin Humo

1. **Propósito de la Política de No Fumar.** Las partes desean mitigar (i) la irritación y los efectos que tiene en la salud el humo de otros fumadores; (ii) el incremento en costos de mantenimiento, limpieza y decoración debido al humo de fumadores; (iii) el mayor riesgo que tienen los fumadores de provocar un incendio.
2. **Definición de Fumar.** La palabra “fumar” significa inhalar, exhalar, respirar o transportar o poseer un cigarrillo, cigarro, pipa o producto de tabaco encendido, o producto similar encendido, en cualquier manera o forma.
3. **Zona de No Fumar.** El Residente está de acuerdo y reconoce que la propiedad que va a estar ocupada por él y miembros de su hogar, y cualquier área común interior, incluyendo, sin estar limitado a ello, salas comunitarias, baños comunitarios, vestíbulos, áreas de recepción, pasillos, cuartos de lavar, escaleras, oficinas y elevadores, dentro de todas las unidades habitables, y **a una distancia específica del edificio o edificios, según lo determinado por el administrador de la propiedad en consulta con los residentes**, incluyendo entradas, terrazas, balcones y patios, ha sido designada como espacio habitable sin humo. El residente y los miembros del hogar del residente no podrán fumar en ninguna parte de dicho espacio sin humo, incluyendo la unidad alquilada por el Residente, el edificio donde se encuentre la vivienda del Residente, o cualquiera de las áreas comunitarias o instalaciones contiguas a dichos edificios, y el Residente no permitirá que ninguno de sus huéspedes o visitantes bajo su control fumen en dicha Zona de No Fumar.
4. **El Residente debe promover la Política de No Fumar.** El Residente informará a sus huéspedes sobre la política de no fumar. Instamos a los residentes a que proporcionen puntualmente al Arrendador una declaración escrita de cualquier incidente donde el humo de tabaco procedente del exterior se haya introducido en la unidad de ese Residente.
5. **El Arrendador debe promover la Política de No fumar.** El Arrendador debe colocar letreros de no fumar en entradas y salidas, áreas comunitarias y lugares bien visibles contiguos a las instalaciones de la Zona de No Fumar.
6. **El Arrendador no es el garante de un espacio sin humo.** El Residente reconoce que la adopción por parte del Arrendador de un espacio habitable sin humo no convierte al Arrendador, ni a ninguno de sus administradores, en garantes de la salud del Residente ni de la condición de espacio sin humo de la unidad del Residente y zonas comunitarias. No obstante, el Arrendador tomará medidas razonables para que se cumplan las condiciones de la política de no fumar de sus contratos de alquiler y mantener el espacio sin humo tan libre de humo como sea razonablemente posible. El Arrendador no tiene que tomar medidas en respuesta a la prohibición de fumar a menos que el Arrendador sepa que alguien fuma o se le ha entregado un aviso por escrito indicando que alguien fuma en los espacios sin humo.
7. **Efectos del incumplimiento y derecho a cancelar el Contrato de Alquiler.** El incumplimiento de esta Enmienda al Contrato de Alquiler otorgará a cada parte todos los derechos y obligaciones incluidas en la misma, además de los derechos y obligaciones incluidas en el Contrato de Alquiler. El incumplimiento material o continuado de esta Enmienda será considerado como incumplimiento material del Contrato de Alquiler y motivo para que el Arrendador cancele el Contrato de Alquiler. **El Residente reconoce que por fumar dentro del apartamento puede aplicarse una sanción por una cantidad máxima de doscientos cincuenta dólares (\$250.00) por cada incidente después del primer aviso. RHA usará esta cantidad para subsanar el costo de restaurar el apartamento.**
8. **Limitación de responsabilidad del Arrendador.** El Residente reconoce que la adopción por parte del Arrendador de un espacio habitable sin humo, no cambia en ninguna forma las normas de cautela que el Arrendador o agente administrador tendría para el hogar de un residente para hacer que los edificios y propiedades designadas como libres de humo sean más seguras, más habitables o mejores, en cuanto a normas de calidad de aire, que otras propiedades de alquiler. El Arrendador renuncia específicamente a cualquier garantía implícita o explícita de que el edificio, las áreas comunitarias o la propiedad del Residente tendrán mejores normas de calidad del aire que cualquier otra propiedad de alquiler. El Arrendador no puede garantizar ni prometer que la propiedad de alquiler o áreas comunitarias estén libres de humo de otros fumadores. El Residente reconoce que la capacidad del Arrendador de vigilar, monitorear o hacer cumplir los acuerdos de la Enmienda depende en gran parte del cumplimiento voluntario de esta política por parte del Residente o los huéspedes del Residente, además de otros residentes y huéspedes en otras partes del espacio sin humo. Se informa a los residentes con problemas respiratorios, alergias o cualquier otra condición física o mental relacionada con el humo de fumadores que el Arrendador no tiene una mayor responsabilidad de cautela para hacer cumplir esta Enmienda que la responsabilidad que ha asumido en el Contrato de Alquiler.
9. **Fecha de entrada en vigor.** Esta Política de Viviendas sin Humo entrará en vigor el 1 de octubre de 2013.

Reconocimiento del Inquilino:

He leído y comprendido la política de no fumar/enmienda al contrato de alquiler y prometo cumplir totalmente con las provisiones de la misma.

Residente

Fecha

Residente adicional

Fecha

Autoridad de la Vivienda de Rochester

Fecha

Ratificado por el Consejo de Comisionados de RHA 3/27/13

RHA Tobacco Survey- Results Residents of Complexes/Townhouses, May 15, 2012

Count of Q1: Which Statement best describes the rules that your landlord or property manager has set regarding smoking tobacco inside the residential units in your building?

#	%	
120	38.7	Smoking is allowed in all residential units
36	11.6	Smoking is only allowed in some residential units
49	15.8	Smoking is not allowed in any residential units
105	33.9	Don't know/Not sure
310		100 total

Count of Q2: Which statement best describes the rules you have set in your own residential unit about smoking tobacco?

#	%	
63	20	Smoking is always allowed inside my residential unit
38	12.1	Smoking is sometimes allowed inside my residential unit
201	63.8	Smoking is never allowed inside my residential unit
13	4.1	Don't know/Not sure
315		100 total

Count of Q3: How often does someone smoke tobacco inside your own residential unit? Include

#	%	
49	15.6	Every day
19	6.1	A few times a week
12	3.8	A few times a month
229	72.9	rarely/never
5	1.6	don't know/not sure
314		100 total

Count of Q4: How often does tobacco smoke drift into your own residential unit from somewhere else

#	%	
51	16.1	Every day
32	10.1	A few times a week
19	6	A few times a month
181	57.1	rarely/never
34	10.7	don't know/not sure
317		100 total

Count of Q5: How much are you (or would you be) bothered by tobacco smoke drifting into your own

#	%	
150	47.8	A lot
49	15.6	A little
93	29.6	Not at all
22	7	Don't Know/not sure
314		100 total

Count of Q6: How often do you smell tobacco smoke in your own residential unit?

#	%
71	22.8 Every day
38	12.2 A few times a week
27	8.7 A few times a month
161	51.6 rarely/never
15	4.8 don't know/not sure
312	100.1 total

Count of Q7: How often do you smell tobacco smoke in the hallway?

#	%
48	15.8 Every day
36	11.9 A few times a week
27	8.9 A few times a month
165	54.5 rarely/never
26	8.6 don't know/not sure
1	0.3 n/a
303	100 total

Count of Q8: Do you think that breathing tobacco smoke from someone else's cigarettes is:

#	%
244	77 Very harmful to one's health
45	14.2 Somewhat harmful to one's health
7	2.2 Not very harmful to one's health
3	0.9 Not harmful at all to one's health
18	5.7 don't know/not sure
317	100 total

Count of Q9: Would you (or do you) favor or oppose a policy that bans smoking tobacco in your

#	%
168	54 Favor
89	28.6 Oppose
54	17.4 don't know/not sure
311	100 total

Count of Q10: If RHA adopted an indoor smoking ban, where would you suggest people smoke:

#	%
62	21.2 the sidewalk
95	32.5 the parking lot
135	46.2 other outdoor location
292	99.9 total

Count of Q11: If RHA passed a no smoking policy in the units, how long should it be before all residents

#	%
152	50.2 immediately
48	15.8 less than 3 months
51	16.8 3-6 months
51	16.8 more than 6 months
1	0.3 never
303	99.9 total

Count of Q13: How many children under age 18 live in your own residential unit?

#	%
200	81.3 0 (not counting visitors)
46	18.7 1 or more (not counting visitors or grandkids)
246	100 total

Count of Q14: How many people in your unit have a chronic illness such as asthma, chronic bronchitis,

#	%
103	37.9 none
161	59.2 1 or more
8	2.9 don't know
272	100 total

Count of Q15: Do you now smoke cigarettes everyday, some days, or not at all?

#	%
51	16 Everyday
27	8.5 some days
235	73.9 not at all
5	1.6 don't know not sure
318	100 total

Count of Q16: If you smoke, would you be interested in having smoking cessation classes or

#	%
69	34 Yes
123	60.6 no
11	5.4 n/a
203	100 total

q15 smokers/q16 interested in smoking cessation assistance

#	%
32	42.1 yes
44	57.9 no
76	100