

**THE HOUSING AUTHORITY OF  
THE CITY OF COLUMBIA, SOUTH CAROLINA**

BOARD APPROVED: PENDING

EFFECTIVE: IMMEDIATELY

## **POLICY FOR SMOKE-FREE LIVING ENVIRONMENT**

---

### **PURPOSE**

To establish policies, procedures and responsibilities for the Housing Authority of City of Columbia, SC, hereinafter referred to as the CHA, for the creation or designation of a Smoke-Free Living Environment. A Smoke-Free Living Environment may include any housing owned by the Columbia Housing Authority to include public housing, market-rate housing, tax credit housing, and assisted housing (non-Section 8).

The CHA wants 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; and (iv) the higher costs of fire insurance for a non-smoke-free building.

### **PROCEDURES**

The Columbia Housing Authority prohibits smoking in any building, structure or vehicles owned, operated or managed by the Authority. Smoking will be permitted within individual residential units by residents and their guests/visitors. Employees are not permitted to smoke in Authority residential units while working in their official capacity.

All common areas and general offices of the CHA are designated as smoke-free in accordance with State Law. CHA Staff may recommend that any housing owned or managed by CHA be designated as Smoke-Free. This designation may apply to a single building, a group of buildings, or a floor in an elderly highrise or midrise. Any designation for smoke-free housing must be approved by the CHA Board of Commissioners. It is preferable that this designation be determined after the period of construction and prior to occupancy, but may occur in occupied communities.

From time to time, staff and/or residents may determine that an occupied building, complex, or single floor be designated as Smoke-Free. This will be contingent on a majority vote of the residents in that area and subject to approval by the CHA Board of Commissioners prior to implementation.

After approval of a Smoke-Free Living Environment by the CHA Board of Commissioners, the residents of any Smoke-Free Housing designated areas will be required to sign a Lease Addendum to the standard public housing lease.

**Definition of Smoking.** The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.

**Smoke-Free Complex.** Each resident will agree and acknowledge that the premises to be occupied by Resident and members of Resident's household have been designated as a smoke-free living environment. The head of household and all members of Resident's household shall not smoke anywhere in the unit rented by Resident, or the building where the Resident's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Resident permit any guests or visitors under the control of Resident to do so. If an outdoor smoking area is provided, the location will be indicated in the lease addendum.

**Resident to Promote No-Smoking Policy and to Alert CHA of Violations.** Each head of household shall inform their guests of the no-smoking policy. Further, every Resident shall promptly give the CHA a written statement of any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's apartment unit.

**CHA to Promote No-Smoking Policy.** The CHA shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.

**CHA Not a Guarantor of Smoke-Free Environment.** Each resident shall acknowledge that the CHA's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the CHA or any of its staff persons the guarantor of Resident's health or of the smoke-free condition of the Resident's unit and the common areas. However, the CHA shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. The CHA is not required to take steps in response to smoking unless the CHA knows of said smoking or has been given written notice of said smoking.

**Other Residents are Third-Party Beneficiaries of Resident's Agreement.** Resident agrees that the other Residents at the complex are the third-party beneficiaries of Resident's smoke-free addendum agreements with the CHA. (In layman's terms, this means that Resident's commitments in this Addendum are made to the other Residents as well as to the CHA.) A Resident may sue another Resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another Resident. Any suit between Residents shall not create a presumption that the CHA breached this Addendum.

**Effect of Breach and Right to Terminate Lease.** A breach of the Lease Addendum shall give each party all the rights contained therein, as well as the rights in the Lease. A material breach of the lease Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the CHA.

**Disclaimer by CHA.** Each resident will acknowledge that the CHA's adoption of a smoke-free living environment and the efforts to designate the rental complex as smoke-free do not in any way change the standard of care that the CHA or staff person would have to a Resident household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The CHA 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. The CHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. The resident will acknowledge that the CHA's ability to police, monitor, or enforce the agreements of the lease Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke will be put on notice that the CHA does not assume any higher duty of care to enforce this Addendum than any other CHA obligation under the Lease.

**Effect on Current Residents.** When a currently occupied living environment becomes smoke-free, current tenants residing in the complex under a prior lease will not be immediately subject to the No-Smoking Policy and will be offered a transfer. As current residents move out, the smoke-free policy will become effective for the unit.