

**CROSBY HOUSING AND REDEVELOPMENT AUTHORITY**  
**Public Housing Smoke-Free Policy: 24 CFR Parts 965 and 966**  
**Department of Housing and Urban Development Rule**  
**Adopted: 7/10/2018                      Resolution No.: 2019-06**

On November 29, 2016, the Department of Housing and Urban Development (HUD) adopted Rule RIN 2577-AC97, effective February 3, 2017, which requires every Public Housing Agency (PHA) administering public housing to implement a smoke-free policy banning the use of “prohibited tobacco products” in all public housing living units, indoor common areas in public housing, and in PHA administrative office buildings. The smoke-free policy must also extend to all outdoor areas up to 25 feet from the public housing and administrative office buildings.

Under the Rule, a PHA’s smoke-free policy must, at a minimum, ban the use of all prohibited tobacco products, which are defined as (1) items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes, and (2) to the extent not covered by (1), water pipes (hookahs).

Pursuant to the Rule, PHAs may, but are not required to, further restrict smoking to outdoor dedicated smoking areas outside the restricted areas, create additional restricted areas in which smoking is prohibited (e.g., near a playground), or, alternatively, make their entire grounds smoke-free.

1. **Purpose of Smoke-Free Policy.** This smoke-free policy is intended to benefit the Crosby Housing and Redevelopment Authority (hereinafter, “the Agency”) and all of its public housing residents, visitors, and staff by mitigating (i) the irritation and known adverse 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.
2. **Definition of Smoking.** “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form.
3. **Smoke-Free Complex.** All public housing buildings and administrative offices shall be smoke-free. Smoking is prohibited in all living units, including any associated balconies, patios, garages, and in all common areas of the buildings, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, and elevators.
4. **Smoking on Grounds of Buildings.** Smoking is prohibited anywhere on the grounds adjoining public housing and office buildings, including entryways, patios, and yards or on the grounds adjoining public housing and office buildings, except in designated smoking areas located at least 25 feet from such buildings.
5. **Applicability of Policy.** This policy is applicable to all residents, Agency employees, visitors, contractors, volunteers, and vendors.

6. **Responsibilities of Tenants.** Tenants and household members shall be responsible to enforce this policy as to their guests, invitees, and visitors to their residential units. Further, a tenant shall promptly give the Agency a written statement of any incident where tobacco smoke is migrating into the tenant's apartment unit from sources outside the tenant's unit. Additionally, a tenant shall promptly notify the police of any incident where marijuana smoke is migrating into the tenant's apartment unit from sources outside of the tenant's unit.
7. **Agency to Promote Smoke-Free Policy.** The Agency shall post no-smoking signs at entrances and exits, common areas, and hallways, and in conspicuous places on the grounds of all residential and administrative office buildings. In addition, the Agency shall provide copies of this policy to all tenants and prospective tenants.
8. **Right of Tenants to Sue Other Tenants Who Violate Policy.** A tenant may bring legal action against another tenant related to this smoke-free policy, but a tenant shall not have the right to evict another tenant. Any legal action between tenants related to this policy shall not create a presumption that the Agency failed to perform its responsibilities under the policy.
9. **Violations of Policy.** A violation of this smoke-free policy shall be considered a material breach of the tenant's lease and grounds for enforcement actions, including eviction, by the Agency. A tenant who violates the policy shall also be liable to the Agency for the costs of repair to the tenant's apartment unit due to damage from smoke odors or residue.
10. **Agency Not Guarantor of Smoke-Free Environment.** The Agency's adoption of this smoke-free policy does not make the Agency or any of its officers, employees, or agents, the guarantor of the health of any tenant or of the smoke-free condition of the portions of its properties in which smoking is prohibited under the policy. However, the Agency will take reasonable steps to enforce the policy. The Agency is not required to take steps in response to smoking in violation of this policy unless the Agency either has actual knowledge of the smoking and the identity of the responsible tenant or has been given written notice of the smoking.
11. **Agency Disclaimer.** The Agency's adoption of this smoke-free policy does not in any way change the standard of care that the Agency would have 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 Agency specifically disclaims any implied or express warranties that the building, common areas, or tenants' premises will have any higher or improved air quality standards than any other rental property. The Agency cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. The Agency's ability to police, monitor, or enforce the provisions of this policy is dependent in significant part on voluntary compliance by tenants and their guests/visitors. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Agency does not assume any higher duty of care to enforce this policy than any other Agency obligation under the tenants' Lease Agreement.