

Exhibit 6-10 Smoke-Free Environment

HUD Regulation (24 CFR 965.653)

(a) In general. PHAs must design and implement a policy prohibiting the use of prohibited tobacco products in all public housing living units and interior areas (including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures), as well as in outdoor areas within 25 feet from public housing and administrative office buildings (collectively, "restricted areas") in which public housing is located.

HUD Regulations (24 CFR 966.4(f))

The lease shall provide that the tenant shall be obligated:

(4) To abide by necessary and reasonable regulations promulgated by the PHA for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in the lease;

(6) To keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition;

(9) To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project.

(12) (i) To assure that no tenant, member of the tenant's household, or guest engages in:

(B) Civil activity. For any units covered by 24 CFR part 965, subpart G, any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653(a), or in other outdoor areas that the PHA has designated as smoke-free.

(ii) To assure that no other person under the tenant's control engages in:

(B) Civil activity. For any units covered by 24 CFR part 965, subpart G, any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653(a), or in other outdoor areas that the PHA has designated as smoke-free.

HUD Regulations (24 CFR 966.5)

Schedules of special charges for services, repairs and utilities and rules and regulations which are required to be incorporated in the lease by reference shall be publicly posted in a conspicuous manner in the Project Office and shall be furnished to applicants and tenants on request.

Alaska Statute (AS 34.03.120(a))

The tenant

- (1) shall keep that part of the premises occupied and used by the tenant as clean and safe as the condition of the premises permit;
- (2) shall dispose all ashes, rubbish, garbage, and other waste from the dwelling unit in a clean and safe manner;
- (5) may not deliberately or negligently destroy, deface, damage, impair, or remove a part of the premises or knowingly permit any person to do so;

Alaska Statute (AS 34.03.130(a))

A landlord may adopt rules and regulations, which shall be posted prominently on the premises, concerning the tenant's use and occupancy of the premises. A rule or regulation is enforceable against the tenant only if

- (1) its purpose is to promote the convenience, safety, health, or welfare of the tenants in the premises, preserve the landlord's property from abusive use, or make a fair distribution of services and facilities held out for the tenants generally;
- (2) it is reasonably related to the purpose for which it is adopted;
- (3) it applies to all tenants in the premises in a fair manner;
- (4) it is sufficiently explicit in its prohibition, direction, or limitation of the tenant's conduct to fairly inform the tenant of what the tenant must or must not do to comply;
- (5) it is not for the purpose of evading the obligations of the landlord; and
- (6) the tenant has notice of it at the time the tenant enters into the rental agreement.

AHFC Policy

AHFC mandates a smoke-free environment in its units, buildings, and common areas. At a minimum, smoking is prohibited in outdoor areas within 25 feet of housing and administrative office buildings.

1. Reasonable Accommodation

A person with a disability may request a reasonable accommodation for alternate locations to smoke and remain in compliance with the smoke-free environment rules. AHFC will not provide an exception to rules prohibiting smoking in units, the building interior, or common areas.

2. Lease Compliance

The smoke-free environment rules pertain to the head of household, household members, guests or visitors, persons providing services to AHFC tenants, AHFC contractors, and AHFC employees. The Residential Lease Agreement has two sections referencing smoking and its hazards:

- Section I.3 addresses fire prevention and the tenant's responsibility to take reasonable precautions to prevent fires.
- Section I.9 addresses AHFC's smoke-free environment and the Residential Lease Agreement Addendum – Smoke Free Environment.

The Residential Lease Agreement Addendum – Smoke-Free Environment will be provided to each family upon execution of a Residential Lease Agreement and at their request.

2.A Tenant Obligations

Tenants are responsible for:

- Informing guests and visitors of the smoke-free policy
- Monitoring the behavior of their guests or visitors
- Monitoring the behavior of persons contracted by them providing services in their unit, the building, or common areas
- Reporting possible violations of the rule to AHFC
- Costs of repairs to a unit due to damage from smoke odors or residue

AHFC encourages individuals to report:

- if she/he smells smoke in any place in the building
- if she/he observes any individual smoking in any areas not permitted under this policy

2.B AHFC Obligations

AHFC will investigate all complaints or violations and take appropriate corrective action.

3. Smoking Definition

The term smoking means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or hookah (water pipe) or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form. Smoking also includes the use of an electronic smoking device which creates an aerosol or vapor in any manner or form.

Electronic smoking device means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any

manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

4. Smoke-free Areas

Smoking is not permitted anywhere on the premises, except in those areas designated specifically for that purpose.

4.A Apartments or Units

The smoke-free environment includes the interior of the unit, any porch or arctic entry to the unit, any deck or patio, and any balconies.

4.B Buildings

The smoke-free environment includes all interior areas of the building. This includes any spaces such as a manager's office, maintenance area, utility room, trash room, or mechanical area.

4.C Common Areas

The smoke-free environment includes all common areas of the building. This includes any interior or exterior hallways, bathrooms, community rooms, elevators, laundry rooms, mailbox rooms or areas, building entrance areas, and special use areas such as a television room or computer lab. This also includes any area contracted by a third-party to deliver services to AHFC or its residents.

Common areas include spaces provided by AHFC for the enjoyment of tenants such as playgrounds, picnic areas, or barbeque areas. Smoking is not permitted in these areas, and smokers will not smoke within 25 feet of these areas.

4.D Properties

Due to the wide variety of building configurations and property sizes, AHFC will designate a property as either a smoke-free property or a property where smoking will be allowed in designated areas.

4.D.1. Smoke-Free Property

These locations do not have any open or shared exterior common spaces that are located at least 25 feet from a building. Tenants will need to leave AHFC property in order to smoke.

4.D.2. Properties with Open Space

These locations possess open spaces or shared exterior spaces that are at least 25 feet from a building. Tenants must ensure that they remain at least 25 feet away from a building before smoking.

5. Smoking Areas

If a building has a designated smoking area, that place will be marked as such. That area will provide containers for properly disposing of smoking materials. If no designated smoking area exists at a building, smokers will ensure that smoke does not enter (through entrances, windows, ventilation systems, etc.) any area where smoking is prohibited.

Individuals agree to smoke in designated areas and properly dispose of all smoking materials including smoking by-products. Failure to dispose of smoking products properly can constitute a hazard to the building and may result in a lease violation.

6. Violations

Families may commit minor or serious violations of the lease by failing to observe smoke-free rules. Violations of the lease are eligible for AHFC's grievance procedure.

6.A Minor Violations of the Lease

AHFC will notify the family of a minor violation through a written notice. More than four violations of the smoke-free environment rule in a six-month period may result in a Correctable Notice to Quit.

6.B Serious Violations and Termination

HUD Regulations (24 CFR 966.4(l))

Termination of tenancy and eviction

(1) Procedures. The lease shall state the procedures to be followed by the PHA and by the tenant to terminate the tenancy.

(2) Grounds for termination of tenancy. The PHA may terminate the tenancy only for:

(i) Serious or repeated violation of material terms of the lease, such as the following:

(B) Failure to fulfill household obligations, as described in paragraph (f) of this section;

Alaska Statute (AS 34.03.220(a)(2))

Except as provided in this chapter, if there is a material noncompliance by the tenant with the rental agreement, or if there is noncompliance with AS 34.03.120 , other than deliberate infliction of substantial damage to the premises or other than noncompliance as to a utility service for which the provisions of (e) of this section apply, materially affecting health and safety, the landlord may deliver a written notice to quit to the tenant under AS 09.45.100 - 09.45.110 specifying the acts and omissions constituting the breach and specifying that the rental agreement will terminate upon a date not less than 10 days after service of the notice; if the breach is not remedied, the rental agreement terminates as provided in the notice subject to the provisions of this section; if the breach is remediable by repairs or the payment of damages or otherwise and the tenant adequately remedies the breach before the date specified in the notice, the rental agreement will not terminate; in the absence of due care by the tenant, if substantially the same act or omission that constituted a prior noncompliance of which notice was given recurs within six months, the landlord may terminate the rental agreement upon at least five days written notice to quit specifying the breach and the date of termination of the rental agreement.

AHFC Policy

Serious violations of the smoke-free environment policy are actions such as, but not limited to:

1. Repeated minor violations within a six-month period.
2. Major damages (\$400 or more) to the unit, building, or common areas due to failure to observe smoke-free environment rules.
3. Creation of serious hazards in the unit, building, or common areas due to failure to properly dispose of or extinguish smoking products.

Administrative Desk Manual
Smoke-Free Environment