

## **Exhibit 6-10**

### **Smoke-Free Environment**

#### **HUD Regulations (24 CFR 880.601(b))**

The owner is responsible for all management functions, including determining eligibility of applicants, selection of tenants, reexamination and verification of family income and composition, determination of family rent (total tenant payment, tenant rent and utility reimbursement), collection of rent, termination of tenancy and eviction, and performance of all repair and maintenance functions (including ordinary and extraordinary maintenance), and replacement of capital items.

#### **HUD Handbook 4350.3 (Section 6-9)**

House rules must:

1. Be related to the safety, care, and cleanliness of the building or the safety and comfort of the tenants;
2. Be compliant with HUD requirements;
3. Not circumvent HUD requirements;
4. Not discriminate against individuals based upon membership in protected class;
5. Be reasonable. Reasonable house rules are within the bounds of common sense. They are not excessive or extreme, and most importantly, they are fair.
6. Comply with state and local requirements.

NOTE: There are no statutory or regulatory provisions governing smoking in assisted housing. HUD assisted properties are required to comply with applicable state and local laws, which would include any laws governing smoking in residential units. Owners are free to adopt reasonable rules that must be related to the safety and habitability of the building and comfort of the tenants.

#### **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 HUD Model Lease for Subsidized Programs refers tenants to AHFC's smoke-free rules in Section 14 by incorporating the House Rules.

The House Rules will be provided to each family upon execution of a HUD Model Lease for Subsidized Programs 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 880.607)**

- (a) Applicability. The provisions of this section apply to all decisions by an owner to terminate the tenancy of a family residing in a unit under Contract during or at the end of the family's lease term.
- (b) Entitlement of Families to occupancy – (1) Grounds. The owner may not terminate any tenancy except upon the following grounds:
- (i) Material noncompliance with the lease;
  - (ii) Material failure to carry out obligations under any State landlord and tenant act;
  - (iii) Criminal activity by a covered person in accordance with sections 5.858 and 5.859, or alcohol abuse by a covered person in accordance with section 5.860. If necessary, criminal records can be obtained for lease enforcement purposes under section 5.903(d)(3).
  - (iv) Other good cause, which may include the refusal of a family to accept an approved modified lease form (see paragraph (d) of this section). No termination by an owner will be valid to the extent it is based upon a lease or a provisions of State law permitting termination of a tenancy solely because of expiration of an initial or subsequent renewal term. All terminations must also be in accordance with the provisions of any State and local landlord tenant law and paragraph (c) 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