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Pickaway Metropolitan
Housing Authority

TTY/TDD Customers:
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**PICKAWAY METROPOLITAN HOUSING AUTHORITY
SMOKING POLICY ADDENDUM
ADOPTED BY THE BOARD OF DIRECTORS
August 12, 2016**

DATE:

RESIDENT NAME(S):

UNIT NUMBER:

Due to the increased risk of fire, increased maintenance costs, and the possible health effects of secondhand smoke, the Board of Directors for the Pickaway Metropolitan Housing Authority, is adopting the following policy relating to smoking which covers all or part of the premises on which the dwelling unit is located (the "Premises"). The following terms, conditions and rules are hereby incorporated into the Rental Agreement.

1. **Smoking is prohibited on all properties and grounds under the management of the Pickaway MHA.**

NOTE: Smoke damage will never be considered normal wear and tear for new leases signed effective January 1, 2017. Tenants will be held financially responsible for the repair associated with damage caused by smoking.

2. **Definition of Smoking:** The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any activated vaping device, lighted cigar, cigarette, pipe, other tobacco product or any other similar lighted product in any manner or in any form.
3. **Resident Obligation:** Resident agrees and acknowledges that the entire Premises has been designated as a no-smoking living environment. Resident agrees that he/she will not smoke anywhere on the Premises or adjacent to and within 25 feet of the property of any portion of the Premises. Resident will not permit any guests, visitors or service personnel to smoke under these guidelines. Resident agrees to inform guests, visitors or service personnel of this requirement and agrees to ask anyone who violates this policy to leave. Resident is responsible for the actions of his/her guests and visitors
4. **Owner Not a Guarantor of Smoke-Free Environment:** Resident acknowledges that Owner's adoption of a policy relating to smoking, and the efforts to designate all of the Premises as non-smoking, do not make Owner or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the non-smoking portions of the Premises. However, the Owner will take reasonable steps to enforce the no-smoking policy. Owner is not required to take steps in response to smoking unless Owner has actual knowledge of the smoking and the identity of the responsible resident.
5. **Owner Disclaimer:** Resident acknowledges that Owner's adoption of a non-smoking living environment, and the efforts to designate all or portions of the Premises as non-smoking, does not in any way change the standard of care that Owner has under applicable law to render the Premises any safer, more habitable or improved in terms of air quality standards than any other rental premises. Owner specifically disclaims any implied or express warranties that the Premises will have any higher or improved air quality standards than any other rental property. The Owner cannot and does not warranty or promise that the Premises will be free from secondhand smoke. Resident acknowledges that Owner's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by residents and residents' guests.

