

NO SMOKING POLICY

The **Housing Authority of Hartsville** plans to designate all of public housing properties as a smoke free facility. The “Smoke Free” designation will be implemented through a lease addendum. There will no smoking in entry ways, porches, community rooms, community bathrooms, within all interior living areas and in all areas within 25 feet of buildings. Smoking will be permitted on the grounds in a designated area assigned by the Housing Authority of Hartsville. This policy applies to all residents, guests, visitors, service personnel and employees.

Purpose of Smoke Free Policy – To mitigate the irritation and known health effects of secondhand smoke. Decrease the risk of smoke related fire to property and personal safety. Minimize the maintenance, cleaning, and redecorating cost associated with smoking.

Definition - The term “smoking” means inhaling, exhaling, breathing or carrying any lighted cigarette, cigar, pipe or other tobacco product, as well as any other similar lighted product in any manner or any form.

“No Smoking” signs will be posted outside on the properties and inside the office buildings.

If a resident smells tobacco smoke (or smoke substance of any kind) in any place in the building, they are to report this to the office as soon as possible. Management will respond and take appropriate action.

Upon adoption of the policy, all tenants living in Public Housing will be required to sign the No Smoking Policy form.

Designated Smoking Area - Each property will have a designated smoking area on each complex. Signage will be put up along with a trash receptacle and a Gazebo. This will be the only area for residents and guests to smoke on the property. This area will be monitored.

Disclaimer by landlord –Resident acknowledges Landlord’s adoption of a Smoke-Free Policy and the efforts to designate the complex as no-smoking does not in any way change the standard of care that the Landlord has under applicable law to render the complex any safer, more habitable or improved in terms of air quality standards than any other rental premises.

Landlord specifically disclaims any implied or express warranties that the property will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the property will be free from secondhand smoke.

Tenant acknowledges that Landlord’s ability to police, monitor or enforce the agreements of this policy is dependent in significant part on compliance by residents and their guests.

Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking and has knowledge of the responsible party. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this policy than any other Landlord obligation.

Tenant Certification

Resident/Applicant Printed Name: _____

Signature: _____

Address: _____

Date: _____

Housing Authority of Hartsville
Smoke-Free Lease Addendum

Date _____ Property Name _____

Resident Name(s) _____

Resident Address _____

The following terms, conditions and rules are hereby incorporated into the Rental Agreement for the above unit.

- 1. Smoke-Free Policy.** Resident agrees and acknowledges smoking is prohibited inside all units, common areas, including but not limited to entry ways, porches, community rooms, community bathrooms, lobbies, PHA administrative offices and in all areas within 25 feet of any building. This policy applies to all residents, guests, visitors, service personnel and employees.
- 2. Definition.** The term “smoking” means inhaling, exhaling, breathing or carrying any lighted cigarette, cigar, pipe or other tobacco product, as well as any other similar lighted product in any manner or any form.
- 3. Landlord to Promote No-Smoking Policy.** Landlord shall post “No Smoking” signs in visible places.
- 4. Designated Smoking Area.** Each property will have a designated smoking area on each complex. Signage will be put up along with a trash receptacle and a Gazebo. This will be the only area for residents and guests to smoke on the property. This area will be monitored.
- 5. Landlord is not a Guarantor of Smoke-Free Environment.** Resident acknowledges that the Landlord’s adoption of a smoke-free living environment, and the efforts to designate the Property as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Resident’s health or of the smoke-free condition of the Unit and the common areas of the Property. Landlord shall take reasonable steps to enforce the smoke-free terms of its leases; however, Resident acknowledges that Landlord’s ability to police, monitor, and enforce the no-smoking policy is dependent in significant part on compliance by the residents. Landlord specifically disclaims any implied or express warranties that the Property will have any improved air quality or higher air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the Unit or the Property will be free from smoke. Landlord is not required to take steps in response to smoking unless Landlord has actual knowledge of said smoking or has been given written notice of said smoking. Residents should promptly give the landlord a written statement of any incident where tobacco smoke is entering the resident’s unit from sources outside of the resident’s unit.

6. Effect of Violation and Right to Terminate Lease. A violation of this Lease Addendum by Resident, any member of Resident’s household, or any guest shall be a material breach of the Lease and Landlord may exercise any and all remedies under the Lease for such breach to include the following enforcement steps:

- 1st violation** Verbal warning followed by smoking cessation materials.
- 2nd violation** Written warning followed by smoking cessation materials
- 3rd violation** 14-day option, with date of receipt, to comply with or stop violating the policy, If remedied, resident begins 3 month probation period.
- 4th violation** If repeat violation occurs within 3 month probation period, issue a 30-day termination notice with date of receipt.

Resident Signature and Date	Landlord Signature and Date
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Resident Signature and Date	
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Resident Signature and Date	
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Resident Signature and Date	
