

FRANKLIN COUNTY CONSOLIDATED HOUSING AUTHORITY
SUNNYVIEW APARTMENTS

NO SMOKING POLICY

1. PURPOSE OF NO-SMOKING POLICY

Landlord wishes to lessen the irritation and known health effects caused by secondhand smoke, lessen the maintenance and cleaning costs caused by smoking, reduce the increased risk of fires attributable to smoking, and reduce the increased cost of purchasing insurance for buildings that permit smoking.

2. DEFINITION OF SMOKING

The term “smoking” means inhaling, exhaling, breathing, carrying or possessing any lighted cigarette, cigar, pipe, other tobacco product (including vapor and e-cigarettes) or similar lighted product in any manner or in any form.

3. NON-SMOKING AREA

Tenant agrees and acknowledges that the Non-Smoking Area extends to the Tenant’s dwelling unit, porches, and includes, but is not limited to, front and back yard, playgrounds, parking areas/lots, community spaces, FCCHA management offices, maintenance areas, and within twenty-five feet of any building or facility located within the Sunnyview Apartments development or Franklin County Consolidated Housing Authority (FCCHA) property.

4. TENANT TO PROMOTE NON-SMOKING POLICY

Tenant shall inform Tenant’s guests and visitors of the Non-Smoking Policy. Further, tenant shall promptly notify Landlord, via written or oral statement, of any incident where tobacco smoke is migrating into the tenant’s dwelling unit from sources outside of the tenant’s dwelling unit.

5. LANDLORD TO PROMOTE NON-SMOKING POLICY

Landlord shall post “No Smoking” signs throughout the development and in front of community spaces and FCCHA management offices.

6. LANDLORD NOT A GUARANTOR OF SMOKE-FREE ENVIRONMENT

Tenant acknowledges that Landlord's adoption of a Non-Smoking Policy does not make Landlord the guarantor of tenant's health or of the no-smoking condition of the tenant's unit. However, Landlord will take reasonable steps to enforce the no-smoking terms of the Policy and to make the Non-Smoking Area as smoke-free as is reasonably possible. Landlord is not required to take steps in response to smoking unless its authorized representative has actual knowledge of the smoking and the identity of the responsible tenant.

7. EFFECT OF VIOLATION OF POLICY

A violation of the Policy shall give Landlord and the Tenant all the rights contained herein, as well as the rights contained in the HUD Model Lease. A material or continuing breach of the Policy shall be a material breach of the Lease and grounds for termination of the Lease by the Landlord. **Violations of the Policy will be addressed according to a Schedule.**

8. SCHEDULE OF DISPOSITION OF OFFENSES

Each violation of the No-Smoking Policy will be addressed by the Landlord according to the following Schedule:

First Offense – Written Warning from Landlord

Second Offense – Written warning from Landlord and Required Inspection

Third Offense – Notice of Lease termination and Eviction proceedings

The tenant shall have the right to file a grievance under the FCCCHA's grievance policy due to adverse action that is not resolved to the satisfaction of the tenant.

9. DISCLAIMER OF LANDLORD

Landlord's adoption of a No-Smoking Policy and the efforts to designate the Sunnyview Apartments dwelling units, buildings, parking areas and property as non-smoking does not in any way change the standard of care that Landlord has under any applicable law to render Sunnyview Apartments safer, more habitable, or to improve air quality standards when compared to other rental property. Landlord specifically disclaims any implied or express warranties that Sunnyview Apartments will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of the Policy is dependent in significant part on voluntary compliance by

Tenant and Tenant's guests, as well as by other tenants and guests in other parts of the Non-Smoking Areas. 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 under the Lease or House Rules.

10. ATTACHMENT TO THE LEASE

This Policy is an attachment to the Lease and will be enforced as any other obligation of the Tenant under the Lease agreement and House Rules.

FRANKLIN COUNTY CONSOLIDATED
HOUSING AUTHORITY
Sunnyview Apartments

TENANT

By: _____
FCCHA Representative

Date: _____