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Pickaway Metropolitan  
Housing Authority

**TTY/TDD Customers:**  
Contact Ohio Relay Services  
@711 or 1-800-750-0750



**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.

Residents with respiratory ailments, allergies or other conditions relating to smoke are put on notice that Owner does not assume any higher duty of care to enforce this Addendum than any other Owner obligation under the Rental Agreement.

6. **Effect on Current Resident:** Resident acknowledges that current residents residing on the premises under leases/rental agreements signed prior to adoption of this smoking policy may not be immediately subject to this smoking policy. As current residents move out, have current leases expire or enter into new leases/rental agreements, the smoking policy will become effective for them and their guests.
7. **Effect of Breach:** Resident understands and agrees with the terms and conditions of this Addendum and that failure to adhere to any of the terms of this Addendum will constitute both a material non-compliance with the Rental Agreement and a serious violation of the Rental Agreement. In addition, resident will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum.
8. **This property will implement the Smoke Free Housing Policy with the renewal of leases effective January 1, 2017. All new leases effective January 1, 2017 will be required to sign the Addendum. The Owner will begin working with residents on smoking cessation if requested in 2017 and Full Implementation of the Policy will begin in January, 2018.**

_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Managing Agent Representative	Date

**USDA Non-Discrimination Statement**

This institution is an equal opportunity provider.

**HUD Notification of Non-Discrimination on the Basis of Disability Status**

Pickaway Metropolitan Housing Authority does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities. The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988): Jean Maynard, Pickaway Metropolitan Housing Authority, 176 Rustic Drive, Circleville OH 43113, Phone: 740-477-2514, Email: [jmaynard@pickawaymha.com](mailto:jmaynard@pickawaymha.com)