

Section XIV-D – No Smoking Policy

Purpose of No-Smoking Policy:

The Northern Ponca Housing Authority wants to mitigate;

- (i) the irritation and known health effects of secondhand smoke;
- (ii) the increased maintenance, cleaning, and redecorating costs from smoking;
- (iii) the increased risk of fire from smoking; and
- (iv) the higher costs of fire insurance for a non-smoke free building.

1. Definition of Smoking.

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

2. Smoke-Free Building.

Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant’s household have been designated as a smoke-free living environment. Tenant and members of Tenant’s household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant’s dwelling is located, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

3. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.

Tenant shall inform Tenant’s guests of the no-smoking policy. Further, Tenant shall promptly give Northern Ponca Housing Authority a written statement of any incident where tobacco smoke is migrating into the Tenant’s unit from sources outside of the Tenant’s unit.

4. Northern Ponca Housing Authority to Promote No-Smoking Policy.

Northern Ponca Housing Authority shall post no-smoking signs.

5. Northern Ponca Housing Authority Not a Guarantor of Smoke-Free Environment.

Tenant acknowledges that Northern Ponca Housing Authority's adoption of a smoke-free living environment, does not make Northern Ponca Housing Authority a guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit. However, Northern Ponca Housing Authority shall take responsible steps to enforce the smoke-free terms of its leases and to make the unit smoke-free. Northern Ponca Housing Authority is not required to take steps in response to smoking unless Northern Ponca Housing Authority knows of said smoking or has been given written notice of said smoking.

6. Effect of Breach and Right to Terminate Lease.

A breach of this policy shall give each party all the rights contained herein, as well as the rights in the lease. A material breach of this policy shall be a material breach of the lease and grounds for immediate termination of the lease by Northern Ponca Housing Authority.

7. Disclaimer by Northern Ponca Housing Authority.

Tenant acknowledges the Northern Ponca Housing Authority's adoption of a smoke-free living environment, and the efforts to designate the units as smoke-free does not in any way change the standard of care that Northern Ponca Housing Authority has to a tenant household to render units and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. Northern Ponca Housing Authority cannot and does not warranty or promise that the rental premises will be free from second hand smoke. Tenant acknowledges that Northern Ponca Housing Authority ability to police, monitor, or enforce the agreements of this policy is dependent in significant part on voluntary compliance by tenant and tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoking are put on notice that Northern Ponca Housing Authority's does not assume any higher duty of care to enforce this policy than any other landlord obligation under the lease.