

# Housing Authority of the City of South Milwaukee

## Parkcrest Housing

### No-Smoking Policy

**1. Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking.

**2. Definitions:**

**Smoking.** The term “smoking” means the use or possession of a lighted cigarette, lighted cigar, lighted pipe, lighted water pipe (hookah) or any other lighted tobacco product.

**3. No-Smoking Complex.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a no-smoking 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 or within 25 feet of any building, PHA Administrative office or in any of the common areas, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

**4. Determining Tenant violation of no smoking policy.** Examples of violations include, but are not limited to:

- Staff witnesses a tenant, tenant's guest, family member, or service provider smoking in non-smoking areas under tenant's control.
- Staff witnesses a lighted smoking product in an ashtray or other receptacle in non-smoking areas under tenant's control.
- Damages to the interior of the property (i.e. flooring, countertops) that are the result of burns caused by smoking products.
- Evidence of smoking in a unit includes, but is not limited to, cigarette or other smoking product smells, smoke clogged filters, ashes, smoke film including smoke damage to walls.
- Repeated reports to staff of violations of this policy by third parties.

**5. 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 Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside the Tenant's apartment unit.

**6. Landlord to Promote No-Smoking Policy.** Landlord shall post no-smoking signs in common areas and in the administrative office.

**7. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement.** Tenant agrees that the other Tenants at the premises are third-party beneficiaries of Tenant's no-smoking policy with Landlord. A Tenant may bring legal action against another Tenant related to the no-smoking policy, but a Tenant does not have the right to evict another Tenant. Any legal action between Tenants related to this no-smoking policy shall not create a presumption that the Landlord breached this no-smoking policy.

**8. Effect of Breach and Right to Terminate Lease.** A breach of this no-smoking policy shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of the no-smoking policy shall be grounds for enforcement actions, including eviction, by the Landlord. A waiver of the lease requirement of no-smoking can only be made in writing.

The enforcement steps are as follows:

1. First violation: Tenant shall receive a verbal warning
2. Second violation: Tenant shall receive a written warning
3. Third violation: Tenant shall be considered in default under the terms of the residential lease agreement

**9. Disclaimer by Landlord.** Tenant acknowledges that Landlord's adoption of a no-smoking policy and the efforts to designate the rental complex as no-smoking do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as no-smoking 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 building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty 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 this policy is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Landlord shall take reasonable steps to enforce the no-smoking policy. 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. 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.

*Date Adopted: 3/6/2017*