

APPENDIX H

PUBLIC HOUSING NO-SMOKING POLICY

As of January 1, 2013, all of Burleigh County Housing Authority Public Housing properties are smoke-free.

BCHA desires to alleviate (i) the irritation and known health effects caused by secondhand smoke; (ii) the maintenance, cleaning, and redecorating costs attributable to smoking; and (iii) the increased risk of fire from smoking.

“Smoking” means possessing a lighted cigar, cigarette, pipe, weed, plant, or any other lighted tobacco product in any manner or in any form; or possessing any activated electronic or e-cigarette or other electronic device used to heat tobacco, or other plant substances, or provide a vapor of liquid nicotine and/or other substances to the user as he or she simulates smoking.

BCHA will post “no smoking signs” at entrances and exits, common areas and hallways and in conspicuous places on the grounds adjoining the property.

BCHA 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. BCHA cannot and does not warranty or promise that the rental property or common areas will be free from secondhand smoke. Tenants with respiratory ailments, allergies or any other physical or mental condition relating to smoke are put on notice that BCHA does not assume any higher duty of care to enforce this policy than any other BCHA obligation under the Lease. However, BCHA shall take reasonable steps to enforce the smoke-free terms of its Lease and policy and to make the designated areas of the property smoke-free.

The premises 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; in the building where the Tenant’s dwelling is located or in any of its common areas or adjoining grounds of such building, except in designated outdoor areas; and in any other rental units owned by BCHA; nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

BCHA is not required to take steps in response to smoking unless BCHA knows of said smoking, or has been given a written report of said smoking and has verified the report of smoking.

Smoking, as defined above, in the assisted unit, the building where the Tenant’s dwelling is located; any common areas or adjoining grounds of such building, except in designated outdoor areas; or any other rental units owned by BCHA shall be a material breach of the Lease by Tenant, members of Tenant’s household or guests and visitors of Tenant. These are grounds for immediate termination of the Lease by BCHA.

BCHA's adoption of a smoke-free living environment, and the efforts to designate the property as smoke-free, does not in any way change the standard of care that BCHA would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable or improved in terms of air quality standards than any other rental property. Tenant acknowledges that BCHA's ability to police, monitor or enforce the Lease 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 smoke are put on notice that BCHA does not assume any higher duty of care to enforce the Lease than any other BCHA obligation under the Lease.