

**Carroll County Housing Authority
Public Housing Smoke Free Policy**

1. **No Smoking Policy** – Due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, CCHA is adopting the following No Smoking Policy, which prohibits smoking in any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevator, within all living units, This policy applies to all tenant residents, guests, visitors, service personnel, and employees. Smoking is permitted at designated areas on CCHA property as follows:
 - Mest Manor Building – No Smoking on any CCHA property in front of the building. Smoking is allowed outside at the rear entrance of the building in the designated area only.
 - Maple Lane Units – Smoking is allowed 10 feet from all buildings.
 - Carroll Apartments – Smoking is allowed in each residential "cubby" (semi-enclosed storage area) and 10 feet from all buildings.
2. **Definition** – The term "smoking" means inhaling, exhaling, breathing, carrying or possessing any lighted cigar, cigarette, pipe, other tobacco product or similar lighted product in any manner or in any form.
3. **CCHA Not Guarantor of Smoke Free Environment** – Resident acknowledges that CCHA's adoption of a No Smoking Policy, and the efforts to designate portions of the property as non-smoking does not make CCHA 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 property. However, CCHA will take reasonable steps to enforce the No-Smoking Policy. CCHA is not required to take steps in response to smoking unless CCHA has actual knowledge of the smoking and the identity of the responsible resident.
4. **CCHA Disclaimer** – Resident acknowledges that CCHA's adoption of a non-smoking living environment, and the efforts to designate portions of the property as non-smoking does not in any way change the standard of care that CCHA has under applicable law to render the property any safer, more habitable or improved in terms of air quality standards than any other rental premises. CCHA specifically disclaims any implied or express warranties that the property will have any higher or improved air quality standards than any other rental property. CCHA cannot and does not warranty or promise that the Property will be free from secondhand smoke. Resident acknowledges that CCHA's ability to police, monitor or enforce this policy is dependent in significant part on voluntary compliance by residents and guests. Residents with respiratory ailments, allergies, or other condition relating to smoke are put on notice that CCHA does not assume any higher duty of care to enforce this policy than any other CCHA obligation under the Residential Lease Agreement.
5. **Lease Violation** – Residents are responsible for the actions of their household, their guests, and visitors. Failure to adhere to any of the conditions of this policy will constitute both a material non-compliance with the Residential Lease Agreement and a serious violation of the Residential Lease Agreement. In addition, resident will be responsible for all costs to remove smoke odor or residue upon any violation of this policy.