



LAWS OF ALASKA

1988

Source
CCS HB 282

Chapter No.
129

AN ACT

Relating to smoke detection devices.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

THE ACT FOLLOWS ON PAGE 1, LINE 8.

UNDERLINED MATERIAL INDICATES TEXT THAT IS BEING ADDED TO THE LAW AND BRACKETED MATERIAL IN CAPITAL LETTERS INDICATES DELETIONS FROM THE LAW; COMPLETELY NEW TEXT OR MATERIAL REPEALED AND RE-ENACTED IS IDENTIFIED IN THE INTRODUCTORY LINE OF EACH BILL SECTION.

Approved by the Governor: June 8, 1988
Actual Effective Date: September 6, 1988

AN ACT

Relating to smoke detection devices.

* Section 1. AS 18.70.095 is amended to read:

Sec. 18.70.095. SMOKE DETECTION DEVICES. Smoke detection devices shall be installed and maintained in all dwelling [LIVING] units [BUILT, MANUFACTURED OR SOLD] in the state. The devices shall be of a type and installed [DEPLOYED] in a manner approved by the state fire marshal.

* Sec. 2. AS 18.70.095 is amended by adding new subsections to read:

(b) In a dwelling unit occupied under the terms of a rental agreement or under a month-to-month tenancy,

(1) at the time of each occupancy the landlord shall provide smoke detection devices in working condition and, after notification by the tenant, shall be responsible for replacement; and

(2) the tenant shall keep the devices in working condition by keeping charged batteries in battery-operated devices, if possible, by testing the devices periodically, if possible, and by refraining from permanently disabling the devices.

(c) If a landlord did not know and had not been notified of the need to repair or replace a smoke detection device, the landlord's failure to repair or replace the device may not be considered as evidence of negligence in a subsequent civil action arising from death, property loss, or personal injury.

(d) In this section, "dwelling unit," "landlord," "rental agree-

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1 ment," and "tenant" have the meanings given in AS 34.03.360.

2 * Sec. 3. AS 34.03.100(a) is amended to read:

3 (a) The landlord shall

4 (1) make all repairs and do whatever is necessary to put
5 and keep the premises in a fit and habitable condition;

6 (2) keep all common areas of the premises in a clean and
7 safe condition;

8 (3) maintain in good and safe working order and condition
9 all electrical, plumbing, sanitary, heating, ventilating, air-condi-
10 tioning, kitchen and other facilities and appliances, including eleva-
11 tors, supplied or required to be supplied by the landlord;

12 (4) provide and maintain appropriate receptacles and conve-
13 niences for the removal of ashes, garbage, rubbish, and other waste
14 incidental to the occupancy of the dwelling unit and arrange for their
15 removal;

16 (5) supply running water and reasonable amounts of hot
17 water and heat at all times, insofar as energy conditions permit
18 except where the building that includes the dwelling unit is so con-
19 structed that heat or hot water is generated by an installation within
20 the exclusive control of the tenant and supplied by a direct public
21 utility connection; [AND]

22 (6) if requested by the tenant, provide and maintain lock
23 and furnish keys reasonably adequate to insure safety to the tenant'
24 person and property; and

25 (7) provide smoke detection devices as required under
26 AS 18.70.095.

27 * Sec. 4. AS 34.03.100(c) is amended to read:

28 (c) The landlord and tenant of a one- or two-family residence
29 may agree in writing that the tenant perform the landlord's duties

specified in (a)(4), (5), [AND] (6), and (7) of this section. They may also agree in writing that the tenant perform specified repairs, maintenance tasks, alterations and remodeling. Agreements are allowed under this subsection only if the transaction is entered into in good faith and not for the purpose of evading the obligations of the landlord.

* Sec. 5. AS 34.03.120 is amended to read:

Sec. 34.03.120. TENANT TO MAINTAIN DWELLING UNIT. The tenant shall

(1) keep that part of the premises occupied and used by the tenant as clean and safe as the condition of the premises permit;

(2) dispose all ashes, rubbish, garbage, and other waste from the dwelling unit in a clean and safe manner;

(3) keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;

(4) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen and other facilities and appliances including elevators in the premises;

(5) not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises or knowingly permit any person to do so; [AND]

(6) not unreasonably disturb, or permit others on the premises with the tenant's consent to unreasonably disturb, a neighbor's peaceful enjoyment of the premises; and

(7) maintain smoke detection devices as required under AS 18.70.095.