

HOUSE BILL NO. 351

IN THE LEGISLATURE OF THE STATE OF ALASKA
TWENTY-THIRD LEGISLATURE - SECOND SESSION

BY REPRESENTATIVES GATTO AND GRUENBERG, Gara

Introduced: 1/12/04

Referred: Labor and Commerce, State Affairs

A BILL

FOR AN ACT ENTITLED

1 "An Act relating to the devices, including carbon monoxide detection devices, required
2 in dwellings; and providing for an effective date."

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

4 * **Section 1.** AS 18.70.095(a) is amended to read:

5 (a) Smoke detection devices shall be installed and maintained in all dwelling
6 units in the state, and carbon monoxide detection devices shall be installed and
7 maintained in all qualifying dwelling units in the state. The devices shall be of a
8 type and installed in a manner approved by the state fire marshal.

9 * **Sec. 2.** AS 18.70.095(b) is amended to read:

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

12 (1) at the time of each occupancy, the landlord shall provide smoke
13 detection devices and, if the dwelling unit is a qualifying dwelling unit, carbon
14 monoxide detection devices; the devices must be in working condition, and, after

1 notification by the tenant, **the landlord** shall be responsible for replacement; and

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

5 * **Sec. 3.** AS 18.70.095(c) is amended to read:

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

11 * **Sec. 4.** AS 18.70.095(d) is repealed and reenacted to read:

12 (d) In this section,

13 (1) "dwelling unit" has the meaning given in AS 34.03.360;

14 (2) "landlord" has the meaning given in AS 34.03.360;

15 (3) "qualifying dwelling unit" means a dwelling unit that

16 (A) contains or is serviced by a gas-fueled appliance or device,
17 by an oil-fueled appliance or device, or by a wood stove; or

18 (B) has an attached garage;

19 (4) "rental agreement" has the meaning given in AS 34.03.360;

20 (5) "tenant" has the meaning given in AS 34.03.360.

21 * **Sec. 5.** AS 34.03.100(a) is amended to read:

22 (a) The landlord shall

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

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

27 (3) maintain in good and safe working order and condition all
28 electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen, and other
29 facilities and appliances, including elevators, supplied or required to be supplied by
30 the landlord;

31 (4) provide and maintain appropriate receptacles and conveniences for

1 the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of
2 the dwelling unit and arrange for their removal;

3 (5) supply running water and reasonable amounts of hot water and heat
4 at all times, insofar as energy conditions permit, except where the building that
5 includes the dwelling unit is so constructed that heat or hot water is generated by an
6 installation within the exclusive control of the tenant and supplied by a direct public
7 utility connection;

8 (6) if requested by the tenant, provide and maintain locks and furnish
9 keys reasonably adequate to ensure safety to the tenant's person and property; and

10 (7) provide smoke detection devices **and carbon monoxide detection**
11 **devices** as required under AS 18.70.095.

12 * **Sec. 6.** AS 34.03.120(a) is amended to read:

13 (a) The tenant

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

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

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

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

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

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

28 (7) shall maintain smoke detection devices **and carbon monoxide**
29 **detection devices** as required under AS 18.70.095;

30 (8) may not, except in an emergency when the landlord cannot be
31 contacted after reasonable effort to do so, change the locks on doors of the premises

1 without first securing the written agreement of the landlord and, immediately after
2 changing the locks, providing the landlord a set of keys to all doors for which locks
3 have been changed; in an emergency, the tenant may change the locks and shall,
4 within five days, provide the landlord a set of keys to all doors for which locks have
5 been changed and written notice of the change; and

6 (9) may not unreasonably engage in conduct, or permit others on the
7 premises to engage in conduct, that results in the imposition of a fee under a municipal
8 ordinance adopted under AS 29.35.125.

9 * **Sec. 7.** This Act takes effect January 1, 2005.