

(LIMITED RUN SHOWING ALL ADDITIONAL SPONSORSHIPS)

**CS FOR HOUSE BILL NO. 351(JUD)**

IN THE LEGISLATURE OF THE STATE OF ALASKA

TWENTY-THIRD LEGISLATURE - SECOND SESSION

BY THE HOUSE JUDICIARY COMMITTEE

Offered: 3/22/04

Referred: Rules

Sponsor(s): REPRESENTATIVES GATTO AND GRUENBERG, Gara, Meyer, Guttenberg, Kerttula, Lynn

**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 **smoke detection**  
8 devices **must** [SHALL] be of a type and **shall be** installed in a manner approved by  
9 the state fire marshal. **The carbon monoxide detection devices must have an alarm**  
10 **and shall be installed and maintained according to manufacturers'**  
11 **recommendations.**

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

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

1 (1) at the time of each occupancy, the landlord shall provide smoke  
 2 detection devices **and, if the dwelling unit is a qualifying dwelling unit, carbon**  
 3 **monoxide detection devices; the devices must be** in working condition, and, after  
 4 notification **of any deficiencies** by the tenant, **the landlord** shall be responsible for  
 5 **repair or** replacement; and

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

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

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

15 \* **Sec. 4.** AS 18.70.095(d) is repealed and reenacted to read:

16 (d) In this section,

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

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

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

20 (A) contains or is serviced by a carbon-based-fueled appliance  
 21 or device that produces by-products of combustion;

22 (B) has an attached garage or carport; or

23 (C) is adjacent to a parking space;

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

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

26 \* **Sec. 5.** AS 18.70.100(a) is amended to read:

27 (a) **Except as provided in (c) of this section, a** [A] person who violates a  
 28 provision of AS 18.70.010 - 18.70.100 or a regulation adopted under those sections, or  
 29 who fails to comply with an order issued under AS 18.70.010 - 18.70.100, is guilty of  
 30 a class B misdemeanor. When not otherwise specified, each 10 days that the violation  
 31 or noncompliance continues is a separate offense.

1 \* **Sec. 6.** AS 18.70.100 is amended by adding a new subsection to read:

2 (c) A person who violates AS 18.70.095, as that section relates to carbon  
3 monoxide detection devices, is guilty of a violation. In this subsection, "violation" has  
4 the meaning given in AS 11.81.900.

5 \* **Sec. 7.** AS 34.03.100(a) is amended to read:

6 (a) The landlord shall

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

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

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

15 (4) provide and maintain appropriate receptacles and conveniences for  
16 the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of  
17 the dwelling unit and arrange for their removal;

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

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

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

27 \* **Sec. 8.** AS 34.03.120(a) is amended to read:

28 (a) The tenant

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

31 (2) shall dispose all ashes, rubbish, garbage, and other waste from the

1 dwelling unit in a clean and safe manner;

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

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

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

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

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

14 (8) may not, except in an emergency when the landlord cannot be  
15 contacted after reasonable effort to do so, change the locks on doors of the premises  
16 without first securing the written agreement of the landlord and, immediately after  
17 changing the locks, providing the landlord a set of keys to all doors for which locks  
18 have been changed; in an emergency, the tenant may change the locks and shall,  
19 within five days, provide the landlord a set of keys to all doors for which locks have  
20 been changed and written notice of the change; and

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

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