

Original sponsors: Hudson, Gruenberg,
Ulmer, et al.

1 IN THE HOUSE BY THE HEALTH, EDUCATION AND
SOCIAL SERVICES COMMITTEE

2 CS FOR HOUSE BILL NO. 282 (HESS)

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 FIFTEENTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act relating to smoke detection devices."

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

8 * Section 1. AS 18.70.095 is amended to read:

9 Sec. 18.70.095. SMOKE DETECTION DEVICES. Smoke detection de-

10 vices shall be installed and maintained in all dwelling [LIVING] units

11 [BUILT, MANUFACTURED OR SOLD] in the state. The devices shall be of a

12 type and deployed in a manner approved by the state fire marshal.

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

14 (b) In a dwelling unit occupied under the terms of a rental

15 agreement or under a month-to-month tenancy,

16 (1) the landlord shall provide initial and replacement

17 smoke detection devices; and

18 (2) the tenant shall keep the devices in working condition

19 by keeping charged batteries in battery-operated devices, by testing

20 the devices periodically, if possible, and by refraining from dis-

21 abling the devices.

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

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

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

25 (a) The landlord shall

26 (1) make all repairs and do whatever is necessary to put

27 and keep the premises in a fit and habitable condition;

28 (2) keep all common areas of the premises in a clean and

29 safe condition;

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

5 (4) provide and maintain appropriate receptacles and conve-
6 niences for the removal of ashes, garbage, rubbish, and other waste
7 incidental to the occupancy of the dwelling unit and arrange for their
8 removal;

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

15 (6) if requested by the tenant, provide and maintain locks
16 and furnish keys reasonably adequate to insure safety to the tenant's
17 person and property; and

18 (7) provide smoke detection devices as required under
19 AS 18.70.095.

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

21 (c) The landlord and tenant of a one- or two-family residence
22 may agree in writing that the tenant perform the landlord's duties
23 specified in (a)(4), (5), [AND] (6), and (7) of this section. They
24 may also agree in writing that the tenant perform specified repairs,
25 maintenance tasks, alterations and remodeling. Agreements are allowed
26 under this subsection only if the transaction is entered into in good
27 faith and not for the purpose of evading the obligations of the land-
28 lord.

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

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

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

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

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

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

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

15 (6) not unreasonably disturb, or permit others on the
16 premises with the tenant's consent to unreasonably disturb, a neigh-
17 bor's peaceful enjoyment of the premises; and

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

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