

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

1 IN THE HOUSE

BY THE HEALTH, EDUCATION AND
SOCIAL SERVICES COMMITTEE

2

SENATE CS FOR 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, if possible,
20 by testing the devices periodically, if possible, and by refraining
21 from permanently disabling the devices.

22 (c) In a civil action arising from death, property loss, or
23 personal injury, the failure by omission of a tenant to maintain a
24 smoke detection device, or the failure of a landlord to replace a
25 smoke detection device under circumstances in which the landlord does
26 not know or has not been notified of the need for replacement, may not
27 be considered as evidence of negligence.

28 (d) In this section, "dwelling unit," "landlord," "rental agree-
29 ment," and "tenant" have the meanings given in AS 34.03.360.

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

2 (a) The landlord shall

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

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

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

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

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

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

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

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

27 (c) The landlord and tenant of a one- or two-family residence
28 may agree in writing that the tenant perform the landlord's duties
29 specified in (a)(4), (5), [AND] (6), and (7) of this section. They

1 may also agree in writing that the tenant perform specified repairs,
2 maintenance tasks, alterations and remodeling. Agreements are allowed
3 under this subsection only if the transaction is entered into in good
4 faith and not for the purpose of evading the obligations of the land-
5 lord.

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

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

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

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

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

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

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

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

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

26