

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) am S

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 at time of each occupancy provide
17 smoke detection devices in working condition and be responsible for
18 replacement; and

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

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

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

1 agreement," 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 locks
23 and furnish keys reasonably adequate to insure safety to the tenant's
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

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

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

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

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

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

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

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

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

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

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

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