

GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2011

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SENATE BILL 77  
Judiciary II Committee Substitute Adopted 3/1/11  
House Committee Substitute Favorable 5/30/12

Short Title: Rental Property/Lithium Battery Smoke Alarms.

(Public)

Sponsors:

Referred to:

February 17, 2011

A BILL TO BE ENTITLED

AN ACT PROVIDING THAT AFTER DECEMBER 31, 2012, LANDLORDS SHALL, WHEN INSTALLING A NEW SMOKE ALARM OR REPLACING AN EXISTING SMOKE ALARM, INSTALL A TAMPER-RESISTANT, TEN-YEAR LITHIUM BATTERY SMOKE ALARM EXCEPT IN CERTAIN CASES, AND PROVIDING THAT LANDLORDS MAY DEDUCT FROM THE TENANT SECURITY DEPOSIT DAMAGE TO A SMOKE ALARM OR CARBON MONOXIDE ALARM, AS RECOMMENDED BY THE NORTH CAROLINA CHILD FATALITY TASK FORCE.

The General Assembly of North Carolina enacts:

**SECTION 1.** G.S. 42-42 reads as rewritten:

"§ 42-42. **Landlord to provide fit premises.**

(a) The landlord shall:

...

(5) Provide operable smoke ~~detectors, alarms,~~ either battery-operated or electrical, having an Underwriters' Laboratories, Inc., listing or other equivalent national testing laboratory approval, and install the smoke ~~detectors-alarms~~ in accordance with either the standards of the National Fire Protection Association or the minimum protection designated in the manufacturer's instructions, which the landlord shall retain or provide as proof of compliance. The landlord shall replace or repair the smoke ~~detectors alarms~~ within 15 days of receipt of notification if the landlord is notified of needed replacement or repairs in writing by the tenant. The landlord shall ensure that a smoke ~~detector-alarm~~ is operable and in good repair at the beginning of each tenancy. Unless the landlord and the tenant have a written agreement to the contrary, the landlord shall place new batteries in a battery-operated smoke ~~detector-alarm~~ at the beginning of a tenancy and the tenant shall replace the batteries as needed during the ~~tenancy-tenancy,~~ except where the smoke alarm is a tamper-resistant, 10-year lithium battery smoke alarm as required by subdivision (5a) of this subsection. Failure of the tenant to replace the batteries as needed shall not be considered as negligence on the part of the tenant or the landlord.

(5a) After December 31, 2012, when installing a new smoke alarm or replacing an existing smoke alarm, install a tamper-resistant, 10-year lithium battery smoke alarm. However, the landlord shall not be required to install a



tamper-resistant, 10-year lithium battery smoke alarm as required by this subdivision in either of the following circumstances:

- a. The dwelling unit is equipped with a hardwired smoke alarm with a battery backup.
- b. The dwelling unit is equipped with a smoke alarm combined with a carbon monoxide alarm that meets the requirements provided in subdivision (7) of this section.

...

(7) Provide a minimum of one operable carbon monoxide ~~detector~~-alarm per rental unit per level, either battery-operated or electrical, that is listed by a nationally recognized testing laboratory that is OSHA-approved to test and certify to American National Standards Institute/Underwriters Laboratories Standards ANSI/UL2034 or ANSI/UL2075, and install the carbon monoxide ~~detectors~~-alarms in accordance with either the standards of the National Fire Protection Association or the minimum protection designated in the manufacturer's instructions, which the landlord shall retain or provide as proof of compliance. A landlord that installs one carbon monoxide ~~detector~~-alarm per rental unit per level shall be deemed to be in compliance with standards under this subdivision covering the location and number of ~~detectors~~-alarms. The landlord shall replace or repair the carbon monoxide ~~detectors~~-alarms within 15 days of receipt of notification if the landlord is notified of needed replacement or repairs in writing by the tenant. The landlord shall ensure that a carbon monoxide ~~detector~~-alarm is operable and in good repair at the beginning of each tenancy. Unless the landlord and the tenant have a written agreement to the contrary, the landlord shall place new batteries in a battery-operated carbon monoxide ~~detector~~-alarm at the beginning of a tenancy, and the tenant shall replace the batteries as needed during the tenancy. Failure of the tenant to replace the batteries as needed shall not be considered as negligence on the part of the tenant or the landlord. A carbon monoxide ~~detector~~-alarm may be combined with smoke ~~detectors~~-alarms if the combined ~~detector~~-alarm does both of the following: (i) complies with ANSI/UL2034 or ANSI/UL2075 for carbon monoxide alarms and ANSI/UL217 for smoke ~~detectors~~-alarms; and (ii) emits an alarm in a manner that clearly differentiates between detecting the presence of carbon monoxide and the presence of smoke. This subdivision applies only to dwelling units having a fossil-fuel burning heater, appliance, or fireplace, and in any dwelling unit having an attached garage. Any operable carbon monoxide detector installed before January 1, 2010, shall be deemed to be in compliance with this subdivision.

...."

**SECTION 2.** G.S. 42-43 reads as rewritten:

**"§ 42-43. Tenant to maintain dwelling unit.**

(a) The tenant shall:

...

(4) Not deliberately or negligently destroy, deface, damage, or remove any part of the premises, nor render inoperable the smoke ~~detector~~-alarm or carbon monoxide ~~detector~~-alarm provided by the landlord, or knowingly permit any person to do so.

...

(7) Notify the landlord, in writing, of the need for replacement of or repairs to a smoke ~~detector~~-alarm or carbon monoxide ~~detector~~-alarm. The landlord shall

1 ensure that a smoke ~~detector~~-alarm and carbon monoxide ~~detector~~-alarm are  
2 operable and in good repair at the beginning of each tenancy. Unless the  
3 landlord and the tenant have a written agreement to the contrary, the  
4 landlord shall place new batteries in a battery-operated smoke ~~detector~~alarm  
5 and battery-operated carbon monoxide ~~detector~~-alarm at the beginning of a  
6 tenancy and the tenant shall replace the batteries as needed during the  
7 ~~tenancy~~-tenancy, except where the smoke alarm is a tamper-resistant,  
8 10-year lithium battery smoke alarm as required by G.S. 42-42(a)(5a).  
9 Failure of the tenant to replace the batteries as needed shall not be  
10 considered as negligence on the part of the tenant or the landlord.

11 ...."

12 **SECTION 3.** G.S. 42-44 reads as rewritten:

13 **"§ 42-44. General remedies, penalties, and limitations.**

14 ...

15 (a1) If a landlord fails to provide, install, replace, or repair a smoke ~~detector~~-alarm under  
16 the provisions of G.S. 42-42(a)(5) or a carbon monoxide ~~detector~~-alarm under the provisions of  
17 G.S. 42-42(a)(7) within 30 days of having received written notice from the tenant or any agent  
18 of State or local government of the landlord's failure to do so, the landlord shall be responsible  
19 for an infraction and shall be subject to a fine of not more than two hundred fifty dollars  
20 (\$250.00) for each violation. After December 31, 2012, if the landlord installs a new smoke  
21 alarm or replaces an existing smoke alarm, the smoke alarm shall be a tamper-resistant, 10-year  
22 lithium battery smoke alarm, except as provided in G.S. 42-42(a)(5a). The landlord may  
23 temporarily disconnect a smoke ~~detector~~-alarm or carbon monoxide ~~detector~~-alarm in a  
24 dwelling unit or common area for construction or rehabilitation activities when such activities  
25 are likely to activate the smoke ~~detector~~-alarm or carbon monoxide ~~detector~~-alarm or make it  
26 inactive.

27 (a2) If a smoke ~~detector~~-alarm or carbon monoxide ~~detector~~-alarm is disabled or  
28 damaged, other than through actions of the landlord, the landlord's agents, or acts of God, the  
29 tenant shall reimburse the landlord the reasonable and actual cost for repairing or replacing the  
30 smoke ~~detector~~-alarm or carbon monoxide ~~detector~~-alarm within 30 days of having received  
31 written notice from the landlord or any agent of State or local government of the need for the  
32 tenant to make such reimbursement. If the tenant fails to make reimbursement within 30 days,  
33 the tenant shall be responsible for an infraction and subject to a fine of not more than one  
34 hundred dollars (\$100.00) for each violation. The tenant may temporarily disconnect a smoke  
35 ~~detector~~-alarm or carbon monoxide ~~detector~~-alarm in a dwelling unit to replace the batteries or  
36 when it has been inadvertently activated.

37 ...."

38 **SECTION 4.** G.S. 42-51 reads as rewritten:

39 **"§ 42-51. Permitted uses of the deposit.**

40 Security deposits for residential dwelling units shall be permitted only for the tenant's  
41 possible nonpayment of rent and costs for water or sewer services provided pursuant to  
42 G.S. 62-110(g) and electric service pursuant to G.S. 62-110(g1), damage to the premises,  
43 including the damage or destruction of a smoke or carbon monoxide alarm, nonfulfillment of  
44 rental period, any unpaid bills that become a lien against the demised property due to the  
45 tenant's occupancy, costs of re-renting the premises after breach by the tenant, costs of removal  
46 and storage of tenant's property after a summary ejectment proceeding or court costs in  
47 connection with terminating a tenancy. The security deposit shall not exceed an amount equal  
48 to two weeks' rent if a tenancy is week to week, one and one-half months' rent if a tenancy is  
49 month to month, and two months' rent for terms greater than month to month. These deposits  
50 must be fully accounted for by the landlord as set forth in G.S. 42-52."

1                   **SECTION 5.** Sections 1 through 4 of this act become effective December 31,  
2 2012. The remainder of this act is effective when it becomes law.