

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2011

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SENATE BILL 927

Short Title: Rental Property/Lithium Battery Smoke Alarms. (Public)

Sponsors: Senator Bingham (Primary Sponsor).

Referred to: Commerce.

May 30, 2012

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:



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

6 ...

7 (7) Provide a minimum of one operable carbon monoxide ~~detector-alarm~~ per

8 rental unit per level, either battery-operated or electrical, that is listed by a

9 nationally recognized testing laboratory that is OSHA-approved to test and

10 certify to American National Standards Institute/Underwriters Laboratories

11 Standards ANSI/UL2034 or ANSI/UL2075, and install the carbon monoxide

12 ~~detectors-alarms~~ in accordance with either the standards of the National Fire

13 Protection Association or the minimum protection designated in the

14 manufacturer's instructions, which the landlord shall retain or provide as

15 proof of compliance. A landlord that installs one carbon monoxide ~~detector~~

16 ~~alarm~~ per rental unit per level shall be deemed to be in compliance with

17 standards under this subdivision covering the location and number of

18 ~~detectors-alarms~~. The landlord shall replace or repair the carbon monoxide

19 ~~detectors-alarms~~ within 15 days of receipt of notification if the landlord is

20 notified of needed replacement or repairs in writing by the tenant. The

21 landlord shall ensure that a carbon monoxide ~~detector-alarm~~ is operable and

22 in good repair at the beginning of each tenancy. Unless the landlord and the

23 tenant have a written agreement to the contrary, the landlord shall place new

24 batteries in a battery-operated carbon monoxide ~~detector-alarm~~ at the

25 beginning of a tenancy, and the tenant shall replace the batteries as needed

26 during the tenancy. Failure of the tenant to replace the batteries as needed

27 shall not be considered as negligence on the part of the tenant or the

28 landlord. A carbon monoxide ~~detector-alarm~~ may be combined with smoke

29 ~~detectors-alarms~~ if the combined ~~detector-alarm~~ does both of the following:

30 (i) complies with ANSI/UL2034 or ANSI/UL2075 for carbon monoxide

31 alarms and ANSI/UL217 for smoke ~~detectors-alarms~~; and (ii) emits an alarm

32 in a manner that clearly differentiates between detecting the presence of

33 carbon monoxide and the presence of smoke. This subdivision applies only

34 to dwelling units having a fossil-fuel burning heater, appliance, or fireplace,

35 and in any dwelling unit having an attached garage. Any operable carbon

36 monoxide ~~detector-alarm~~ installed before January 1, 2010, shall be deemed

37 to be in compliance with this subdivision.

38 "

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

40 **"§ 42-43. Tenant to maintain dwelling unit.**

41 (a) The tenant shall:

42 ...

43 (4) Not deliberately or negligently destroy, deface, damage, or remove any part

44 of the premises, nor render inoperable the smoke ~~detector-alarm~~ or carbon

45 monoxide ~~detector-alarm~~ provided by the landlord, or knowingly permit any

46 person to do so.

47 ...

48 (7) Notify the landlord, in writing, of the need for replacement of or repairs to a

49 smoke ~~detector-alarm~~ or carbon monoxide ~~detector-alarm~~. The landlord shall

50 ensure that a smoke ~~detector-alarm~~ and carbon monoxide ~~detector-alarm~~ are

51 operable and in good repair at the beginning of each tenancy. Unless the

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

9"

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

11 "**§ 42-44. General remedies, penalties, and limitations.**

12 ...

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

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

33"

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

35 "**§ 42-51. Permitted uses of the deposit.**

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

47 **SECTION 5.** This act becomes effective December 31, 2012.