

GENERAL ASSEMBLY OF NORTH CAROLINA

SESSION 1997

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SENATE BILL 311*
Judiciary Committee Substitute Adopted 8/13/97

Short Title: Smoke Detector Penalties.

(Public)

Sponsors:

Referred to: Appropriations.

March 5, 1997

A BILL TO BE ENTITLED

1 AN ACT TO CLARIFY A LANDLORD'S OBLIGATION TO INSTALL SMOKE
2 DETECTORS, TO REQUIRE A TENANT TO NOTIFY A LANDLORD IN
3 WRITING IF A SMOKE DETECTOR NEEDS TO BE REPLACED OR
4 REPAIRED, TO IMPOSE A CIVIL PENALTY IF A LANDLORD FAILS TO
5 PROVIDE, INSTALL, REPLACE, OR REPAIR A SMOKE DETECTOR IN A
6 RESIDENTIAL RENTAL DWELLING, AND TO IMPOSE A CIVIL PENALTY IF
7 A TENANT INTERFERES OR MAKES INOPERATIVE A SMOKE DETECTOR
8 IN A RESIDENTIAL RENTAL DWELLING.
9

10 The General Assembly of North Carolina enacts:

11 Section 1. G.S. 42-42(a) reads as rewritten:

12 "(a) The landlord shall:

13 (1) Comply with the current applicable building and housing codes,
14 whether enacted before or after October 1, 1977, to the extent required
15 by the operation of such codes; no new requirement is imposed by this
16 subdivision (a)(1) if a structure is exempt from a current building ~~code~~;
17 code.

18 (2) Make all repairs and do whatever is necessary to put and keep the
19 premises in a fit and habitable ~~condition~~; condition.

- 1 (3) Keep all common areas of the premises in safe ~~condition;~~ condition.
- 2 (4) Maintain in good and safe working order and promptly repair all
3 electrical, plumbing, sanitary, heating, ventilating, air conditioning, and
4 other facilities and appliances supplied or required to be supplied by ~~him~~
5 the landlord provided that notification of needed repairs is made to the
6 landlord in writing by the ~~tenant-tenant,~~ except in emergency situations;
7 and situations.
- 8 (5) Provide operable smoke detectors, either battery-operated or electrical,
9 having an Underwriters' Laboratories, Inc., listing or other equivalent
10 national testing laboratory approval, ~~that are installed and~~ install the
11 smoke detectors in accordance with either the standards of the National
12 Fire Protection Association or the minimum protection designated in the
13 manufacturer's instructions, which the landlord shall retain or provide as
14 proof of compliance. The landlord ~~must shall~~ replace or repair the smoke
15 detectors within 15 days of receipt of notification provided if the
16 landlord is notified of needed replacement or repairs in writing by the
17 tenant. The landlord shall ensure that a smoke detector is operable and
18 in good repair at the beginning of each tenancy. Unless the landlord and
19 the tenant have a written agreement to the contrary, the landlord ~~must~~
20 shall place new batteries in a battery-operated smoke detector at the
21 beginning of a tenancy and the tenant ~~must shall~~ replace the batteries as
22 needed during the tenancy. Failure of the tenant to replace the batteries
23 as needed shall not be considered as negligence on the part of the tenant
24 or the landlord."

25 Section 2. G.S. 42-43(a) reads as rewritten:

26 "(a) The tenant shall:

- 27 (1) Keep that part of the premises ~~which he that the tenant~~ occupies and uses
28 as clean and safe as the conditions of the premises permit and cause no
29 unsafe or unsanitary conditions in the common areas and remainder of
30 the premises ~~which he uses; that the tenant uses.~~
- 31 (2) Dispose of all ashes, rubbish, garbage, and other waste in a clean and
32 safe ~~manner;~~ manner.
- 33 (3) Keep all plumbing fixtures in the dwelling unit or used by the tenant as
34 clean as their condition ~~permits;~~ permits.
- 35 (4) Not deliberately or negligently destroy, deface, damage, or remove any
36 part of the premises, nor render inoperable the smoke detector provided
37 by the landlord, or knowingly permit any person to do ~~so;~~ so.
- 38 (5) Comply with any and all obligations imposed upon the tenant by current
39 applicable building and housing ~~codes;~~ codes.
- 40 (6) Be responsible for all damage, defacement, or removal of any property
41 inside a dwelling unit in ~~his-~~ the tenant's exclusive control unless ~~said-~~ the
42 damage, defacement or removal was due to ordinary wear and tear, acts
43 of the landlord or ~~his-~~ the landlord's agent, defective products supplied or

1 repairs authorized by the landlord, acts of third parties not invitees of
2 the tenant, or natural forces; and forces.

- 3 (7) Notify the ~~landlord~~ landlord, in writing, of the need for replacement of
4 or repairs to a smoke detector. ~~Nothing in this bill shall prohibit an~~
5 ~~individual landlord in a written agreement with the tenant from~~
6 ~~requiring the tenant to provide notice in writing of the need for~~
7 ~~replacement of or repairs to a smoke detector.~~ The landlord shall ensure
8 that a smoke detector is operable and in good repair at the beginning of
9 each tenancy. Unless the landlord and the tenant have a written
10 agreement to the contrary, the landlord ~~must~~ shall place new batteries in
11 a battery-operated smoke detector at the beginning of a tenancy and the
12 tenant ~~must~~ shall replace the batteries as needed during the tenancy.
13 Failure of the tenant to replace the batteries as needed shall not be
14 considered as negligence on the part of the tenant or the landlord."

15 Section 3. G.S. 42-44 reads as rewritten:

16 "**§ 42-44. General ~~remedies~~ remedies, penalties, and limitations.**

17 (a) Any right or obligation declared by this Chapter is enforceable by civil action,
18 in addition to other remedies of law and in equity.

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

27 (a2) If a smoke detector is disabled or damaged, other than through actions of the
28 landlord, the landlord's agents, or acts of God, the tenant shall reimburse the landlord ten
29 dollars (\$10.00) for repairing or replacing the smoke detector within 30 days of having
30 received written notice from the landlord or any agent of State or local government of the
31 need for the tenant to make such reimbursement. If the tenant fails to make
32 reimbursement within 30 days, the tenant shall be responsible for an infraction and
33 subject to a fine of not more than one hundred dollars (\$100.00) for each violation. The
34 tenant may temporarily disconnect a smoke detector in a dwelling unit to replace the
35 batteries or when it has been inadvertently activated.

36 (b) Repealed by Session Laws 1979, c. 820, s. 8.

37 (c) The tenant may not unilaterally withhold rent prior to a judicial determination
38 of a right to do so.

39 (d) A violation of this Article shall not constitute negligence per se."

40 Section 4. There is hereby appropriated to the Department of Insurance the
41 sum of twenty thousand dollars (\$20,000) for the 1997-98 fiscal year for the purchase of
42 smoke detectors in conjunction with the North Carolina SAFE KIDS Coalition.

1 Section 5. There is hereby appropriated to the Department of Environment,
2 Health, and Natural Resources the sum of thirty thousand dollars (\$30,000) for the 1997-
3 98 fiscal year for the production of informational brochures, print announcements, and
4 video public service announcements about the State smoke detector law and the
5 importance of installing smoke detectors to protect life.

6 Section 6. Section 3 of this act becomes effective December 1, 1997, and
7 applies to offenses committed on or after that date. Sections 4 and 5 of this act are
8 effective July 1, 1997. The remainder of this act becomes effective October 1, 1997.