

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2011

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SENATE BILL 77
Judiciary II Committee Substitute Adopted 3/1/11
PROPOSED HOUSE COMMITTEE SUBSTITUTE S77-PCS35359-RK-134

Short Title: Rental Property/Lithium Battery Smoke Alarms.

(Public)

Sponsors:

Referred to:

February 17, 2011

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

9 The General Assembly of North Carolina enacts:

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

11 "§ 42-42. Landlord to provide fit premises.

12 (a) The landlord shall:

13 ...
14 (5) Provide operable smoke ~~detectors,alarms,~~ either battery-operated or
15 electrical, having an Underwriters' Laboratories, Inc., listing or other
16 equivalent national testing laboratory approval, and install the smoke
17 ~~detectors-alarms~~ in accordance with either the standards of the National Fire
18 Protection Association or the minimum protection designated in the
19 manufacturer's instructions, which the landlord shall retain or provide as
20 proof of compliance. The landlord shall replace or repair the smoke ~~detectors~~
21 ~~alarms~~ within 15 days of receipt of notification if the landlord is notified of
22 needed replacement or repairs in writing by the tenant. The landlord shall
23 ensure that a smoke ~~detector-alarm~~ is operable and in good repair at the
24 beginning of each tenancy. Unless the landlord and the tenant have a written
25 agreement to the contrary, the landlord shall place new batteries in a
26 battery-operated smoke ~~detector-alarm~~ at the beginning of a tenancy and the
27 tenant shall replace the batteries as needed during the ~~tenancy-tenancy,~~
28 except where the smoke alarm is a tamper-resistant, 10-year lithium battery
29 smoke alarm as required by subdivision (5a) of this subsection. Failure of
30 the tenant to replace the batteries as needed shall not be considered as
31 negligence on the part of the tenant or the landlord.

32 (5a) After December 31, 2012, when installing a new smoke alarm or replacing
33 an existing smoke alarm, install a tamper-resistant, 10-year lithium battery



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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.

...

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

13"

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

15 "**§ 42-44. General remedies, penalties, and limitations.**

16 ...

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

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

39"

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

41 "**§ 42-51. Permitted uses of the deposit.**

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

1 month to month, and two months' rent for terms greater than month to month. These deposits
2 must be fully accounted for by the landlord as set forth in G.S. 42-52."

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