

1 HB426  
2 196811-4  
3 By Representatives Lovvorn and Hanes  
4 RFD: Public Safety and Homeland Security  
5 First Read: 11-APR-19



1 and appliances, including elevators and smoke alarms, supplied  
2 or required to be supplied by the landlord~~7~~.

3 Notwithstanding the requirements of this  
4 subdivision, the landlord shall supply the batteries for smoke  
5 alarms upon initial occupancy by the tenant. Thereafter, the  
6 tenant shall be responsible for replacing batteries in smoke  
7 alarms.

8 "(5) ~~provide~~ Provide and maintain appropriate  
9 receptacles and conveniences for the removal of garbage,  
10 rubbish, and other waste incidental to the occupancy of the  
11 dwelling unit and arrange for their removal~~7~~and.

12 "(6) ~~supply~~ Supply running water and reasonable  
13 amounts of hot water at all times and reasonable heat~~7~~, except  
14 where the building that includes the dwelling unit is not  
15 required by law to be equipped for that purpose, or the  
16 dwelling unit is so constructed that heat or hot water is  
17 generated by an installation within the exclusive control of  
18 the tenant and supplied by a direct public utility connection.

19 "(b) If the duty imposed by subdivision (1) of  
20 subsection (a) is greater than any duty imposed by any other  
21 subdivision of that subsection, the landlord's duty shall be  
22 determined by reference to subdivision (1) of subsection (a).

23 "(c) The landlord and tenant of a single family  
24 residence may agree in writing that the tenant perform the  
25 landlord's duties specified in subdivisions (5) and (6) of  
26 subsection (a) and also specified repairs, maintenance tasks,  
27 alterations, and remodeling.

1           "(d) The landlord and tenant of any dwelling unit  
2 other than a single family residence may agree that the tenant  
3 is to perform specified repairs, maintenance tasks,  
4 alterations, or remodeling only if:

5           "(1) ~~the~~ The agreement of the parties is set forth  
6 in a separate writing signed by the parties and supported by  
7 adequate consideration~~;~~.

8           "(2) ~~the~~ The work is not necessary to cure  
9 noncompliance with subdivision (1) of subsection (a)~~;~~and.

10           "(3) ~~the~~ The agreement does not diminish or affect  
11 the obligation of the landlord to other tenants in the  
12 premises.

13           "(e) The landlord may not treat performance of the  
14 separate agreement described in subsection (d) as a condition  
15 to any obligation or performance of any rental agreement.

16           "(f) Rights of the tenant under this section do not  
17 arise if the condition was caused by the willful or negligent  
18 act or omission of the tenant, a member of the tenant's  
19 family, a licensee, or other person on the premises with the  
20 tenant's consent."

21           Section 2. This act shall become effective on  
22 January 1, 2020, following its passage and approval by the  
23 Governor, or its otherwise becoming law.

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House of Representatives

Read for the first time and re-  
ferred to the House of Representa-  
tives committee on Public Safety  
and Homeland Security..... 11-APR-19

Read for the second time and placed  
on the calendar..... 18-APR-19

Read for the third time and passed  
as amended..... 23-APR-19

Yeas 98, Nays 1, Abstains 0

Jeff Woodard  
Clerk