- 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	ENGROSSED
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4	A BILL
5	TO BE ENTITLED
6	AN ACT
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8	Relating to smoke alarms; to amend Section
9	35-9A-204, Code of Alabama 1975, relating to landlord duties;
10	to require that a landlord maintain smoke alarms under certain
11	conditions.
12	BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:
13	Section 1. Section 35-9A-204, Code of Alabama 1975,
14	is amended to read as follows:
15	"§35-9A-204.
16	"(a) A landlord shall:
17	"(1) comply Comply with the requirements of
18	applicable building and housing codes materially affecting
19	health and safety ; .
20	"(2) make <u>Make</u> all repairs and do whatever is
21	necessary to put and keep the premises in a habitable
22	condition ; .
23	"(3) keep <u>Keep</u> all common areas of the premises in a
24	clean and safe condition ; .
25	"(4) maintain <u>Maintain</u> in good and safe working
26	order and condition all electrical, plumbing, sanitary,
27	heating, ventilating, air-conditioning, and other facilities

1 and appliances, including elevators <u>and smoke alarms</u>, supplied 2 or required to be supplied by the landlord;.

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

8 "(5) provide <u>Provide</u> 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; and.

"(6) supply Supply running water and reasonable amounts of hot water at all times and reasonable heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of 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).

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

"(d) The landlord and tenant of any dwelling unit 1 2 other than a single family residence may agree that the tenant is to perform specified repairs, maintenance tasks, 3 alterations, or remodeling only if: 4 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 the obligation of the landlord to other tenants in the 11 12 premises. 13 "(e) The landlord may not treat performance of the separate agreement described in subsection (d) as a condition 14 15 to any obligation or performance of any rental agreement. 16 "(f) Rights of the tenant under this section do not arise if the condition was caused by the willful or negligent 17 18 act or omission of the tenant, a member of the tenant's family, a licensee, or other person on the premises with the 19 20 tenant's consent." 21 Section 2. This act shall become effective on January 1, 2020, following its passage and approval by the 22 Governor, or its otherwise becoming law. 23

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3	House of Representatives
4 5 6 7 8	Read for the first time and re- ferred to the House of Representa- tives committee on Public Safety and Homeland Security 11-APR-19
9 10 11	Read for the second time and placed on the calendar 18-APR-19
12 13 14	Read for the third time and passed as amended 23-APR-19 Yeas 98, Nays 1, Abstains 0
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Jeff Woodard Clerk