

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2011

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SENATE BILL 354

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

Sponsors: Senators Bingham; Forrester, Hartsell, Rabon, and Stevens.

Referred to: Rules and Operations of the Senate.

March 17, 2011

1 A BILL TO BE ENTITLED
2 AN ACT PROVIDING THAT AFTER DECEMBER 31, 2011, LANDLORDS SHALL,
3 WHEN INSTALLING A NEW SMOKE ALARM OR REPLACING AN EXISTING
4 SMOKE ALARM, INSTALL A TEN-YEAR LITHIUM BATTERY SMOKE ALARM
5 EXCEPT IN CERTAIN CASES, AND PROVIDING THAT LANDLORDS MAY
6 DEDUCT FROM THE TENANT SECURITY DEPOSIT DAMAGE TO A SMOKE
7 ALARM OR CARBON MONOXIDE ALARM, AS RECOMMENDED BY THE NORTH
8 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 10-year lithium battery smoke alarm as
29 required by subdivision (5a) of this subsection. Failure of the tenant to
30 replace the batteries as needed shall not be considered as negligence on the
31 part of the tenant or the landlord.

32 (5a) After December 31, 2011, when installing a new smoke alarm or replacing
33 an existing smoke alarm, install a 10-year lithium battery smoke alarm.
34 However, the landlord shall not be required to install a 10-year lithium
35 battery smoke alarm as required by this subdivision in either of the following
36 circumstances:



- 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 section.

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 installed before January 1, 2010, shall be deemed to be in

37 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 10-year lithium battery
6 smoke alarm as required by G.S. 42-42(a)(5a). Failure of the tenant to
7 replace the batteries as needed shall not be considered as negligence on the
8 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 a carbon monoxide ~~detector~~alarm under the provisions of
15 G.S. 42-42(a)(7) within 30 days of having received written notice from the tenant or any agent
16 of State or local government of the landlord's failure to do so, the landlord shall be responsible
17 for an infraction and shall be subject to a fine of not more than two hundred fifty dollars
18 (\$250.00) for each violation. After December 31, 2011, if the landlord installs a new smoke
19 alarm or replaces an existing smoke alarm, the smoke alarm shall be a 10-year lithium battery
20 smoke alarm, except as provided in G.S. 42-42(a)(5a). The landlord may temporarily
21 disconnect a smoke ~~detector~~alarm or carbon monoxide ~~detector~~alarm in a dwelling unit or
22 common area for construction or rehabilitation activities when such activities are likely to
23 activate the smoke ~~detector~~alarm or carbon monoxide ~~detector~~alarm or make it inactive.

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

34"

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

36 **"§ 42-51. Permitted uses of the deposit.**

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

48 **SECTION 5.** Sections 1 through 4 of this act become effective December 31,
49 2011. The remainder of this act is effective when it becomes law.