

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

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8 SYNOPSIS: This bill would amend the Uniform  
9 Residential Landlord and Tenant Act to require that  
10 a landlord maintain smoke alarms under certain  
11 conditions.

12  
13 A BILL  
14 TO BE ENTITLED  
15 AN ACT

16  
17 Relating to smoke alarms; to amend Section  
18 35-9A-204, Code of Alabama 1975, relating to landlord duties;  
19 to require that a landlord maintain smoke alarms under certain  
20 conditions.

21 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

22 Section 1. Section 35-9A-204, Code of Alabama 1975,  
23 is amended to read as follows:

24 "§35-9A-204.

25 "(a) A landlord shall:

1           "~~comply~~ Comply with the requirements of  
2 applicable building and housing codes materially affecting  
3 health and safety~~7~~.

4           "~~make~~ Make all repairs and do whatever is  
5 necessary to put and keep the premises in a habitable  
6 condition~~7~~.

7           "~~keep~~ Keep all common areas of the premises in a  
8 clean and safe condition~~7~~.

9           "~~maintain~~ Maintain in good and safe working  
10 order and condition all electrical, plumbing, sanitary,  
11 heating, ventilating, air-conditioning, and other facilities  
12 and appliances, including elevators and smoke alarms, supplied  
13 or required to be supplied by the landlord~~7~~.

14           "~~provide~~ Provide and maintain appropriate  
15 receptacles and conveniences for the removal of garbage,  
16 rubbish, and other waste incidental to the occupancy of the  
17 dwelling unit and arrange for their removal~~7~~~~and~~.

18           "~~supply~~ Supply running water and reasonable  
19 amounts of hot water at all times and reasonable heat~~7~~, except  
20 where the building that includes the dwelling unit is not  
21 required by law to be equipped for that purpose, or the  
22 dwelling unit is so constructed that heat or hot water is  
23 generated by an installation within the exclusive control of  
24 the tenant and supplied by a direct public utility connection.

25           "(b) If the duty imposed by subdivision (1) of  
26 subsection (a) is greater than any duty imposed by any other

1 subdivision of that subsection, the landlord's duty shall be  
2 determined by reference to subdivision (1) of subsection (a).

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

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

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

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

17 "(3) ~~the~~ The agreement does not diminish or affect  
18 the obligation of the landlord to other tenants in the  
19 premises.

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

23 "(f) Rights of the tenant under this section do not  
24 arise if the condition was caused by the willful or negligent  
25 act or omission of the tenant, a member of the tenant's  
26 family, a licensee, or other person on the premises with the  
27 tenant's consent."

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