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SENATE BILL NO. 667

Offered January 19, 2006

A BILL to amend and reenact §§ 55-225.3, 55-225.4, 55-248.13, and 55-248.16 of the Code of Virginia, relating to carbon monoxide detectors in certain dwelling units rented in the Commonwealth.

 Patron—Ruff

Referred to Committee on General Laws and Technology

Be it enacted by the General Assembly of Virginia:

1. That §§ 55-225.3, 55-225.4, 55-248.13 and 55-248.16 of the Code of Virginia are amended and reenacted as follows:

§ 55-225.3. Landlord to maintain dwelling unit.

A. The landlord shall:

1. Comply with the requirements of applicable building and housing codes materially affecting health and safety;

2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;

3. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by him;

4. Supply running water and reasonable amounts of hot water at all times and reasonable air conditioning if provided and heat in season except where the dwelling unit is so constructed that heat, air conditioning or hot water is generated by an installation within the exclusive control of the tenant or supplied by a direct public utility connection.

5. *Install and maintain carbon monoxide detectors in all dwelling units that contain or are serviced by a carbon-based-fueled appliance or device that produces by-products of combustion, have an attached garage or carport, or are adjacent to a parking space.*

B. If the duty imposed by subdivision A 1 is greater than any duty imposed by any other subdivision of that subsection, the landlord's duty shall be determined by reference to subdivision A 1.

C. The landlord and tenant may agree in writing that the tenant perform the landlord's duties specified in subdivisions A 2, 3 and 4 and also specified repairs, maintenance tasks, alterations and remodeling, but only if the transaction is entered into in good faith and not for the purpose of evading the obligations of the landlord.

§ 55-225.4. Tenant to maintain dwelling unit.

A. In addition to the provisions of the rental agreement, the tenant shall:

1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;

2. Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit;

3. Remove from his dwelling unit all ashes, garbage, rubbish and other waste in a clean and safe manner;

4. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;

5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances;

6. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person to do so whether known by the tenant or not;

7. Not remove or tamper with a properly functioning smoke detector *or carbon monoxide detector*, including removing any working batteries, so as to render the smoke detector *or carbon monoxide detector* inoperative;

8. Be responsible for his conduct and the conduct of other persons on the premises with his consent whether known by the tenant or not, to ensure that his neighbors' peaceful enjoyment of the premises will not be disturbed; and

9. Abide by all reasonable rules and regulations imposed by the landlord.

B. If the duty imposed by subdivision A 1 is greater than any duty imposed by any other subdivision of that subsection, the tenant's duty shall be determined by reference to subdivision A 1.

§ 55-248.13. Landlord to maintain fit premises.

A. The landlord shall:

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59 1. Comply with the requirements of applicable building and housing codes materially affecting health
60 and safety;

61 2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable
62 condition;

63 3. Keep all common areas shared by two or more dwelling units of the premises in a clean and
64 structurally safe condition;

65 4. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating,
66 ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required
67 to be supplied by him;

68 5. Use reasonable efforts to maintain the premises in such a condition as to prevent the accumulation
69 of moisture and the growth of mold, and to promptly respond to any written notices from a tenant as
70 provided in subdivision A 8 of § 55-248.16;

71 6. Provide and maintain appropriate receptacles and conveniences, in common areas, for the
72 collection, storage, and removal of ashes, garbage, rubbish and other waste incidental to the occupancy
73 of two or more dwelling units and arrange for the removal of same; and

74 7. Supply running water and reasonable amounts of hot water at all times and reasonable air
75 conditioning if provided and heat in season except where the dwelling unit is so constructed that heat,
76 air conditioning or hot water is generated by an installation within the exclusive control of the tenant or
77 supplied by a direct public utility connection.

78 8. *Install and maintain carbon monoxide detectors in all dwelling units that contain or are serviced*
79 *by a carbon-based-fueled appliance or device that produces by-products of combustion, have an*
80 *attached garage or carport, or are adjacent to a parking space.*

81 B. If the duty imposed by subdivision 1 of subsection A is greater than any duty imposed by any
82 other subdivision of that subsection, the landlord's duty shall be determined by reference to subdivision
83 1.

84 C. The landlord and tenant may agree in writing that the tenant perform the landlord's duties
85 specified in subdivisions 3, 6 and 7 of subsection A and also specified repairs, maintenance tasks,
86 alterations and remodeling, but only if the transaction is entered into in good faith and not for the
87 purpose of evading the obligations of the landlord, and if the agreement does not diminish or affect the
88 obligation of the landlord to other tenants in the premises.

89 § 55-248.16. Tenant to maintain dwelling unit.

90 A. In addition to the provisions of the rental agreement, the tenant shall:

91 1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building
92 and housing codes materially affecting health and safety;

93 2. Keep that part of the premises that he occupies and uses as clean and safe as the condition of the
94 premises permit;

95 3. Remove from his dwelling unit all ashes, garbage, rubbish and other waste in a clean and safe
96 manner and in the appropriate receptacles provided by the landlord pursuant to § 55-248.13, if such
97 disposal is on the premises;

98 4. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition
99 permits;

100 5. Use in a reasonable manner all utilities and all electrical, plumbing, sanitary, heating, ventilating,
101 air-conditioning and other facilities and appliances including elevators in the premises, and keep all
102 utility services paid for by the tenant to the utility service provider or its agent on at all times during the
103 term of the rental agreement;

104 6. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises
105 or permit any person to do so whether known by the tenant or not;

106 7. Not remove or tamper with a properly functioning smoke detector *or carbon monoxide detector*,
107 including removing any working batteries, so as to render the smoke detector *or carbon monoxide*
108 *detector* inoperative;

109 8. Use reasonable efforts to maintain the dwelling unit and any other part of the premises that he
110 occupies in such a condition as to prevent accumulation of moisture and the growth of mold, and to
111 promptly notify the landlord in writing of any moisture accumulation that occurs or of any visible
112 evidence of mold discovered by the tenant.

113 9. Be responsible for his conduct and the conduct of other persons on the premises with his consent
114 whether known by the tenant or not, to ensure that his neighbors' peaceful enjoyment of the premises
115 will not be disturbed; and

116 10. Abide by all reasonable rules and regulations imposed by the landlord pursuant to § 55-248.17.

117 B. If the duty imposed by subdivision 1 of subsection A is greater than any duty imposed by any
118 other subdivision of that subsection, the tenant's duty shall be determined by reference to subdivision 1.