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SENATE BILL NO. 490

Offered January 8, 2014

Prefiled January 8, 2014

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 required installation of carbon monoxide detectors in rental dwelling units.

 Patron—Norment

 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; ~~and~~

5. Maintain the premises in such a condition as to prevent the accumulation of moisture and the growth of mold and to promptly respond to any notices as provided in subdivision A 8 A 9 of § 55-225.4; *and*

6. *Install and maintain carbon monoxide detectors in all dwelling units.*

B. The landlord shall perform the duties imposed by subsection A in accordance with law; however, the landlord shall be liable only for the tenant's actual damages proximately caused by the landlord's failure to exercise ordinary care.

C. 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.

D. 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, including removing any working batteries, so as to render the smoke detector inoperative, and shall maintain such smoke detector in accordance with the uniform set of standards for maintenance of smoke detectors established in the Uniform Statewide Building Code (§ 36-97 et seq.);

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

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59 9. Use reasonable efforts to maintain the dwelling unit and any other part of the premises that he
60 occupies in such a condition as to prevent accumulation of moisture and the growth of mold and to
61 promptly notify the landlord of any moisture accumulation that occurs or of any visible evidence of
62 mold discovered by the tenant;

63 9- 10. Not paint or disturb painted surfaces, or make alterations in the dwelling unit, without the
64 prior written approval of the landlord provided (i) the dwelling unit was constructed prior to 1978 and
65 therefore requires the landlord to provide the tenant with lead-based paint disclosures and (ii) the
66 landlord has provided the tenant with such disclosures and the rental agreement provides that the tenant
67 is required to obtain the landlord's prior written approval before painting, disturbing painted surfaces or
68 making alterations in the dwelling unit;

69 ~~10- 11.~~ 11. Be responsible for his conduct and the conduct of other persons on the premises with his
70 consent whether known by the tenant or not, to ensure that his neighbors' peaceful enjoyment of the
71 premises will not be disturbed; and

72 ~~11- 12.~~ 12. Abide by all reasonable rules and regulations imposed by the landlord.

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

75 **§ 55-248.13. Landlord to maintain fit premises.**

76 A. The landlord shall:

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

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

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

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

86 5. Maintain the premises in such a condition as to prevent the accumulation of moisture and the
87 growth of mold, and to promptly respond to any notices from a tenant as provided in subdivision A 10
88 of § 55-248.16;

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

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

96 8. *Install and maintain carbon monoxide detectors in all dwelling units.*

97 B. The landlord shall perform the duties imposed by subsection A in accordance with law; however,
98 the landlord shall only be liable for the tenant's actual damages proximately caused by the landlord's
99 failure to exercise ordinary care.

100 C. If the duty imposed by subdivision 1 of subsection A is greater than any duty imposed by any
101 other subdivision of that subsection, the landlord's duty shall be determined by reference to subdivision
102 1 of subsection A.

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

108 **§ 55-248.16. Tenant to maintain dwelling unit.**

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

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

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

114 3. Keep that part of the dwelling unit and the part of the premises that he occupies free from insects
115 and pests, as those terms are defined in § 3.2-3900, and to promptly notify the landlord of the existence
116 of any insects or pests;

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

120 5. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition

permits;

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

7. 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;

8. Not remove or tamper with a properly functioning smoke detector installed by the landlord, including removing any working batteries, so as to render the detector inoperative and shall maintain the smoke detector in accordance with the uniform set of standards for maintenance of smoke detectors established in the Uniform Statewide Building Code (§ 36-97 et seq.);

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

10. Not remove or tamper with a properly functioning carbon monoxide detector installed by the landlord, including removing any working batteries, so as to render the carbon monoxide detector inoperative;

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

12. Not paint or disturb painted surfaces or make alterations in the dwelling unit without the prior written approval of the landlord provided (i) the dwelling unit was constructed prior to 1978 and therefore requires the landlord to provide the tenant with lead-based paint disclosures and (ii) the landlord has provided the tenant with such disclosures and the rental agreement provides that the tenant is required to obtain the landlord's prior written approval before painting, disturbing painted surfaces or making alterations in the dwelling unit;

13. 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

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

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