

18104508D

HOUSE BILL NO. 609

House Amendments in [] — February 2, 2018

A *BILL to amend and reenact §§ 15.2-922, 36-99.3 through 36-99.5:1, 55-225.3, 55-225.4, 55-248.13, 55-248.16, and 55-248.18 of the Code of Virginia, relating to housing; installation and maintenance of smoke and carbon monoxide alarms.*

Patron Prior to Engrossment—Delegate Carr

Referred to Committee on General Laws

[Be it enacted by the General Assembly of Virginia:]

1. That §§ 15.2-922, 36-99.3 through 36-99.5:1, 55-225.3, 55-225.4, 55-248.13, 55-248.16, and 55-248.18 of the Code of Virginia are amended and reenacted as follows:

§ 15.2-922. Smoke alarms in certain buildings.

A. Any locality, notwithstanding any contrary provision of law, general or special, may by ordinance require that smoke detectors alarms be installed in the following structures or buildings *if smoke alarms have not been installed in accordance with the Uniform Statewide Building Code (§ 36-97 et seq.):* (i) any building containing one or more dwelling units, (ii) any hotel or motel regularly used ~~or~~, offered for, or intended to be used to provide overnight sleeping accommodations for one or more persons, and (iii) *any* rooming houses regularly used, offered for, or intended to be used to provide overnight sleeping accommodations. Smoke detectors alarms installed pursuant to this section shall be installed *only* in conformance with the provisions of the Uniform Statewide Building Code [*and shall be permitted to be either battery operated or AC powered*] (~~§ 36-97 et seq.~~) and any locality with an ordinance shall follow a uniform set of standards for maintenance of smoke detectors established in the Uniform Statewide Building Code. Such installation shall not require new or additional wiring and shall be maintained in accordance with the Statewide Fire Prevention Code (§ 27-94 et seq.) and subdivision C 6 of § 36-105, Part III of the Uniform Statewide Building Code. Nothing herein shall be construed to authorize a locality to require the [*retrofitting upgrading*] of [*a smoke alarm other than as any smoke alarms*] provided by the building code in effect at the time of the last renovation of such building, for which a building permit was required, or as otherwise provided in the Uniform Statewide Building Code.

Such ordinance shall allow the type of smoke detector to be either battery operated or AC powered units. Such ordinance shall require that the owner of any unit which is rented or leased, at the beginning of each tenancy and at least annually thereafter shall furnish B. The ordinance may require the owner of a rental unit to provide the tenant with a certificate that all required smoke detectors alarms are present, have been inspected by the owner, his employee, or an independent contractor, and are in good working order. Except for smoke detectors alarms located in hallways, stairwells, and other public or common areas of multifamily buildings, interim testing, repair, and maintenance of smoke detectors alarms in rented or leased dwelling units shall be the responsibility of the tenant; however, the owner shall be obligated to service, repair, or replace any malfunctioning smoke detectors within five days of receipt of written notice from the tenant that such smoke detector is in need of service, repair, or replacement in accordance with § 55-225.4 or 55-248.16, as applicable.

§ 36-99.3. Smoke alarms and automatic sprinkler systems in institutions of higher education.

A. Buildings at institutions of higher education that contain dormitories for sleeping purposes shall be provided with battery operated or AC powered smoke detector alarm devices installed therein in accordance with the Uniform Statewide Building Code. All dormitories at public institutions of higher education and private institutions of higher education shall have installed and use due diligence in maintaining in good working order such detectors alarms regardless of when the building was constructed.

B. The Board of Housing and Community Development shall promulgate regulations pursuant to § 2.2-4011 establishing standards for automatic sprinkler systems throughout all buildings at private institutions of higher education and public institutions of higher education that are (i) more than 75 feet or more than six stories high and (ii) used, in whole or in part, as dormitories to house students. Such buildings shall be equipped with automatic sprinkler systems by September 1, 1999, regardless of when such buildings were constructed.

C. The chief administrative office of the institution of higher education shall obtain a certificate of compliance with the provisions of this section from the building official of the locality in which the institution of higher education is located or, in the case of state-owned buildings, from the Director of the Department of General Services.

ENGROSSED

HB609E

D. The provisions of this section shall not apply to any dormitory at a military public institution of higher education that is patrolled 24 hours a day by military guards.

§ 36-99.4. Smoke alarms in certain juvenile care facilities.

Battery operated or AC-powered AC powered smoke detector alarm devices shall be installed in all local and regional detention homes, group homes, and other residential care facilities for children or juveniles which that are operated by or under the auspices of the Department of Juvenile Justice, regardless of when the building was constructed, in accordance with the provision provisions of the Uniform Statewide Building Code by July 1, 1986. Administrators of such homes and facilities shall be responsible for the installation and maintenance of the smoke detector alarm devices.

§ 36-99.5. Smoke alarms for persons who are deaf or hearing impaired.

Smoke detectors providing an effective intensity of not less than 100 candela to warn a deaf or hearing-impaired individual alarms for persons who are deaf or hearing impaired shall be installed only in conformance with the provisions of the current Building Code and maintained in accordance with the Statewide Fire Prevention Code (§ 27-94 et seq.) and subdivision C 6 of § 36-105, Part III of the Building Code. Such alarms shall be provided by the landlord or proprietor, upon request by the occupant to the landlord or proprietor, to any deaf or hearing-impaired a tenant of a rental unit or a person living with such tenant who is deaf or hearing impaired as referenced by the Virginia Fair Housing Law (§ 36-96.1 et seq.), or upon request by an occupant of any of the following occupancies, regardless of when constructed:

1. All dormitory buildings arranged for the shelter and sleeping accommodations of more than twenty 20 individuals;

2. All multiple-family dwellings having more than two dwelling units, including all dormitories, boarding and lodging houses arranged for shelter and sleeping accommodations of more than five individuals; or

3. All buildings arranged for use of one-family or two-family residential rental dwelling units.

A tenant shall be responsible for the maintenance and operation of the smoke detector alarm in the tenant's unit in accordance with § 55-225.4 or 55-248.16, as applicable.

A hotel or motel shall have available no fewer than one such smoke detector alarm for each seventy 70 units or portion thereof, except that this requirement shall not apply to any hotel or motel with fewer than thirty-five 35 units. The proprietor of the hotel or motel shall post in a conspicuous place at the registration desk or counter a permanent sign stating the availability of smoke detectors alarms for the hearing-impaired persons who are deaf or hearing impaired. Visual detectors alarms shall be provided for all meeting rooms for which an advance request has been made.

The proprietor or landlord may require a refundable deposit for a smoke detector alarm, not to exceed the original cost or replacement cost, whichever is greater, of the such smoke detector alarm. Rental fees shall not be increased as compensation for this requirement.

Landlords shall notify hearing-impaired tenants of the availability of special smoke detectors; however, no landlord shall be civilly or criminally liable for failure to so notify. New tenants shall be asked, in writing, at the time of rental, whether visual smoke detectors will be needed.

Failure to comply with the provisions of this section within a reasonable time shall be punishable as a Class 3 misdemeanor.

This law shall have no effect upon existing local law or regulation which exceeds the provisions prescribed herein; however, any locality with an ordinance shall follow a uniform set of standards for maintenance of smoke detectors established in the Uniform Statewide Building Code (§ 36-97 et seq.).

A landlord of a rental unit shall provide a reasonable accommodation to a person who is deaf or hearing impaired who requests installation of a smoke alarm that is appropriate for persons who are deaf or hearing impaired if such accommodation is appropriate in accordance with the Virginia Fair Housing Law (§ 36-96.1 et seq.).

§ 36-99.5:1. Smoke alarms and other fire detection and suppression systems in assisted living facilities, adult day care centers and nursing homes and facilities.

A. ~~Battery~~ Battery operated or AC-powered AC powered smoke detector alarm devices shall be installed in all assisted living facilities and adult day care centers licensed by the Department of Social Services, regardless of when the building was constructed. The location and installation of the smoke detectors alarms shall be determined by the Uniform Statewide Building Code.

The licensee shall obtain a certificate of compliance from the building official of the locality in which the facility or center is located, or in the case of state-owned buildings, from the Department of General Services.

The licensee shall maintain the smoke detector alarm devices in good working order.

B. The Board of Housing and Community Development shall promulgate regulations in accordance with the Administrative Process Act (§ 2.2-4000 et seq.) establishing standards for requiring (i) smoke detectors alarms and (ii) such other fire detection and suppression systems as deemed necessary by the Board to increase the safety of persons in assisted living facilities, residential dwelling units designed or

developed and marketed to senior citizens, nursing homes, and nursing facilities. All nursing homes and nursing facilities ~~which~~ *that* are already equipped with sprinkler systems shall comply with regulations relating to smoke ~~detectors~~ *alarms*.

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

4. 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;

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 9 10 of § 55-225.4. Where there is visible evidence of mold, the landlord shall promptly remediate the mold conditions in accordance with the requirements of subsection E of § 8.01-226.12 and reinspect the dwelling unit to confirm that there is no longer visible evidence of mold in the dwelling unit. The landlord shall provide a tenant with a copy of a summary of information related to mold remediation occurring during that tenancy and, upon request of the tenant, make available the full package of such information and reports not protected by attorney-client privilege. Once the mold has been remediated in accordance with professional standards, the landlord shall not be required to make disclosures of a past incidence of mold to subsequent tenants;

6. 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~~

7. Provide and maintain appropriate receptacles and conveniences for the collection, storage, and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of one or more dwelling units and arrange for the removal of same; *and*

8. *Provide a certificate to the tenant stating that all smoke alarms are present, have been inspected, and are in good working order no more than once every 12 months. The landlord, his employee, or an independent contractor may perform the inspection to determine that a smoke alarm is in good working order.*

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, 4, 6, and 7 and also specified repairs, maintenance tasks, alterations, and remodeling, but only if (i) the transaction is entered into in good faith and not for the purpose of evading the obligations of the landlord and (ii) the agreement does not diminish or affect the obligation of the landlord to other tenants in a multifamily premises.

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

4. Remove from his dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe manner and in the appropriate receptacles provided by the landlord;

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 electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including an elevator in a multifamily 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

ENGROSSED

HB609E

182 of the rental agreement;

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

185 8. Not remove or tamper with a properly functioning smoke ~~detector~~ alarm, including removing any
186 working batteries, so as to render the smoke ~~detector~~ alarm inoperative; ~~and. The tenant shall maintain~~
187 such smoke ~~detector~~ alarm in accordance with the uniform set of standards for maintenance of smoke
188 ~~detectors~~ alarms established in the *Statewide Fire Prevention Code* (§ 27-94 et seq.) and subdivision C 6
189 of § 36-105, Part III of the Uniform Statewide Building Code (§ 36-97 et seq.);

190 9. ~~Not remove or tamper with a properly functioning carbon monoxide alarm installed by the~~
191 ~~landlord, including the removal of any working batteries, so as to render the carbon monoxide alarm~~
192 ~~inoperative. The tenant shall maintain the carbon monoxide alarm in accordance with the uniform set of~~
193 ~~standards for maintenance of carbon monoxide alarms established in the Statewide Fire Prevention~~
194 ~~Code (§ 27-94 et seq.) and subdivision C 6 of § 36-105, Part III of the Uniform Statewide Building~~
195 ~~Code (§ 36-97 et seq.);~~

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

200 ~~10.~~ 11. Not paint or disturb painted surfaces, or make alterations in the dwelling unit, without the
201 prior written approval of the landlord, provided that (i) the dwelling unit was constructed prior to 1978
202 and therefore requires the landlord to provide the tenant with lead-based paint disclosures and (ii) the
203 landlord has provided the tenant with such disclosures and the rental agreement provides that the tenant
204 is required to obtain the landlord's prior written approval before painting, disturbing painted surfaces, or
205 making alterations in the dwelling unit;

206 ~~11.~~ 12. Be responsible for his conduct and the conduct of other persons on the premises with his
207 consent whether known by the tenant or not, to ensure that his neighbors' peaceful enjoyment of the
208 premises will not be disturbed; and

209 ~~12.~~ 13. Abide by all reasonable rules and regulations imposed by the landlord.

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

212 C. *Upon written request of a tenant in a dwelling unit, the landlord shall install a carbon monoxide*
213 *alarm in the dwelling unit within 90 days. The landlord may charge the tenant a reasonable fee to*
214 *recover the costs of the equipment and labor for such installation. The installation of a carbon*
215 *monoxide alarm shall be in compliance with the Uniform Statewide Building Code (§ 36-97 et seq.).*

216 **§ 55-248.13. Landlord to maintain fit premises.**

217 A. The landlord shall:

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

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

222 3. Keep all common areas shared by two or more dwelling units of a multifamily premises in a clean
223 and structurally safe condition;

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

227 5. Maintain the premises in such a condition as to prevent the accumulation of moisture and the
228 growth of mold, and to promptly respond to any notices from a tenant as provided in subdivision A 10
229 of § 55-248.16. Where there is visible evidence of mold, the landlord shall promptly remediate the mold
230 conditions in accordance with the requirements of subsection E of § 8.01-226.12 and reinspect the
231 dwelling unit to confirm that there is no longer visible evidence of mold in the dwelling unit. The
232 landlord shall provide a tenant with a copy of a summary of information related to mold remediation
233 occurring during that tenancy and, upon request of the tenant, make available the full package of such
234 information and reports not protected by attorney-client privilege. Once the mold has been remediated in
235 accordance with professional standards, the landlord shall not be required to make disclosures of a past
236 incidence of mold to subsequent tenants;

237 6. Provide and maintain appropriate receptacles and conveniences for the collection, storage, and
238 removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of dwelling units and
239 arrange for the removal of same;

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

8. ~~Maintain any carbon monoxide alarm that has been installed by the landlord in a dwelling unit~~
~~Provide a certificate to the tenant stating that all smoke alarms are present, have been inspected, and~~
~~are in good working order no more than once every 12 months. The landlord, his employee, or an~~
~~independent contractor may perform the inspection to determine that the smoke alarm is in good~~
~~working order.~~

B. The landlord shall perform the duties imposed by subsection A in accordance with law; however, the landlord shall only be liable 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 3, 6, and 7 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, and if the agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.

§ 55-248.16. 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 dwelling unit and the part of the premises that he occupies and uses as clean and safe as the condition of the premises permit;

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

4. Remove from his dwelling unit all ashes, garbage, rubbish and other waste in a clean and safe manner and in the appropriate receptacles provided by the landlord;

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 an elevator in a multifamily 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~~ alarm installed by the landlord, including removing any working batteries, so as to render the ~~detector~~ alarm inoperative ~~and~~. The tenant shall maintain the smoke ~~detector~~ alarm in accordance with the uniform set of standards for maintenance of smoke ~~detectors~~ alarms established in the *Statewide Fire Prevention Code* (§ 27-94 et seq.) and subdivision C 6 of § 36-105, Part III of the Uniform Statewide Building Code (§ 36-97 et seq.);

9. Not remove or tamper with a properly functioning carbon monoxide alarm installed by the landlord, including ~~removing the removal of~~ any working batteries, so as to render the carbon monoxide ~~detector~~ alarm inoperative ~~and~~. The tenant shall maintain the carbon monoxide alarm in accordance with the uniform set of standards for maintenance of carbon monoxide alarms established in the *Statewide Fire Prevention Code* (§ 27-94 et seq.) and subdivision C 6 of § 36-105, Part III of the Uniform Statewide Building Code (§ 36-97 et seq.);

10. 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;

11. Not paint or disturb painted surfaces or make alterations in the dwelling unit without the prior written approval of the landlord, provided that (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;

12. 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;

13. Abide by all reasonable rules and regulations imposed by the landlord; and

14. Be financially responsible for the added cost of treatment or extermination due to the tenant's unreasonable delay in reporting the existence of any insects or pests and be financially responsible for

the cost of treatment or extermination due to the tenant's fault in failing to prevent infestation of any insects or pests in the area occupied.

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.

§ 55-248.18. Access; consent; correction of nonemergency conditions; relocation of tenant.

A. The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. If, upon inspection of a dwelling unit during the term of a tenancy, the landlord determines there is a violation by the tenant of § 55-248.16 or the rental agreement materially affecting health and safety that can be remedied by repair, replacement of a damaged item or cleaning in accordance with § 55-248.32, the landlord may make such repairs and send the tenant an invoice for payment. If, upon inspection of the dwelling unit during the term of a tenancy, the landlord discovers a violation of the rental agreement, this chapter, or other applicable law, the landlord may send a written notice of termination pursuant to § 55-248.31. If the rental agreement so provides and if a tenant without reasonable justification declines to permit the landlord or managing agent to exhibit the dwelling unit for sale or lease, the landlord may recover damages, costs, and reasonable attorney fees against such tenant.

The landlord may enter the dwelling unit without consent of the tenant in case of emergency. The landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or if it is impractical to do so, the landlord shall give the tenant notice of his intent to enter and may enter only at reasonable times. Unless impractical to do so, the landlord shall give the tenant at least 24-hours' notice of routine maintenance to be performed that has not been requested by the tenant. If the tenant makes a request for maintenance, the landlord is not required to provide notice to the tenant. During the pendency of an unlawful detainer filed by the landlord against the tenant, the landlord may request the court to enter an order requiring the tenant to provide the landlord with access to such dwelling unit.

B. Upon the sole determination by the landlord of the existence of a nonemergency property condition in the dwelling unit that requires the tenant to temporarily vacate the dwelling unit in order for the landlord to properly remedy such property condition, the landlord may, upon at least 30 days' written notice to the tenant, require the tenant to temporarily vacate the dwelling unit for a period not to exceed 30 days to a comparable dwelling unit, or hotel, as selected by the landlord and at no expense or cost to the tenant. The landlord shall not be required to pay for any other expenses of the tenant that arise after the temporary relocation period. The landlord and tenant may agree for the tenant to temporarily vacate the dwelling unit in less than 30 days. For purposes of this subsection, "nonemergency property condition" means (i) a condition in the dwelling unit that, in the determination of the landlord, is necessary for the landlord to remedy in order for the landlord to be in compliance with § 55-248.13; (ii) the condition does not need to be remedied within a 24-hour period, with any condition that needs to be remedied within 24 hours being defined as an "emergency condition"; and (iii) the condition can only be effectively remedied by the temporary relocation of the tenant pursuant to the provisions of this subsection.

The tenant shall continue to be responsible for payment of rent under the rental agreement during the period of any temporary relocation. The landlord shall pay all costs of repairs or remediation required to address the property condition. Refusal of the tenant to cooperate with a temporary relocation pursuant to this subsection shall be deemed a breach of the rental agreement, unless the tenant agrees to vacate the unit and terminate the rental agreement within the 30-day notice period. If the landlord properly remedies the nonemergency property condition within the 30-day period, nothing herein shall be construed to entitle the tenant to terminate the rental agreement. Further, nothing herein shall be construed to limit the landlord from taking legal action against the tenant for any noncompliance that occurs during the period of any temporary relocation pursuant to this section. During the pendency of an unlawful detainer filed by the landlord against the tenant, the landlord may request the court to enter an order requiring the tenant to provide the landlord with access to such dwelling unit.

C. The landlord has no other right to access except by court order or that permitted by §§ 55-248.32 and 55-248.33 or if the tenant has abandoned or surrendered the premises.

D. The tenant may install, within the dwelling unit, new burglary prevention, including chain latch devices approved by the landlord, and fire detection devices, that the tenant may believe necessary to ensure his safety, provided:

1. Installation does no permanent damage to any part of the dwelling unit.

2. A duplicate of all keys and instructions of how to operate all devices are given to the landlord.

3. Upon termination of the tenancy, the tenant shall be responsible for payment to the landlord for reasonable costs incurred for the removal of all such devices and repairs to all damaged areas.

E. Upon written request of the a tenant in a dwelling unit, the landlord shall install a carbon

367 monoxide alarm in the tenant's dwelling unit within 90 days of such request and. *The landlord* may
368 charge the tenant a reasonable fee to recover the costs of the equipment and labor for such installation.
369 The landlord's installation of a carbon monoxide alarm shall be in compliance with the Uniform
370 Statewide Building Code (§ 36-97 *et seq.*).

371 **2. That any locality that has adopted an ordinance pursuant to § 15.2-922 of the Code of Virginia**
372 **shall amend the ordinance to conform to the provisions of the first enactment of this act on or**
373 **before July 1, 2019.**

374 **3. That on or before January 1, 2019, the Department of Housing and Community Development,**
375 **in consultation with the Department of Fire Programs, shall develop a form (i) providing a**
376 **landlord's certification that the smoke alarms in a rental unit have been inspected and are in good**
377 **working order; (ii) summarizing the obligations of a landlord relative to the maintenance of smoke**
378 **alarms; and (iii) summarizing the obligations of a tenant relative to the maintenance of smoke**
379 **alarms. Such form may be updated by the Department of Housing and Community Development**
380 **as needed. The Department of Housing and Community Development and the Department of Fire**
381 **Programs shall post the form required by this enactment on each agency's website.**

ENGROSSED

HB609E