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SENATE BILL NO. 391

Offered January 10, 2018

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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.*

Patrons—Barker, DeSteph and Ebbin

Referred to Committee on General Laws and Technology

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 (~~§ 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 of a smoke alarm other than as 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.

D. The provisions of this section shall not apply to any dormitory at a military public institution of

59 higher education that is patrolled 24 hours a day by military guards.

60 **§ 36-99.4. Smoke alarms in certain juvenile care facilities.**

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

67 **§ 36-99.5. Smoke alarms for persons who are deaf or hearing impaired.**

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

77 1. All dormitory buildings arranged for the shelter and sleeping accommodations of more than ~~twenty~~
78 *20* individuals;

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

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

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

85 A hotel or motel shall have available no fewer than one such smoke ~~detector~~ *alarm* for each ~~seventy~~
86 *70* units or portion thereof, except that this requirement shall not apply to any hotel or motel with fewer
87 than ~~thirty-five~~ *35* units. The proprietor of the hotel or motel shall post in a conspicuous place at the
88 registration desk or counter a permanent sign stating the availability of smoke ~~detectors~~ *alarms* for the
89 ~~hearing-impaired persons who are deaf or hearing impaired.~~ Visual ~~detectors~~ *alarms* shall be provided
90 for all meeting rooms for which an advance request has been made.

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

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

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

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

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

106 **§ 36-99.5:1. Smoke alarms and other fire detection and suppression systems in assisted living**
107 **facilities, adult day care centers and nursing homes and facilities.**

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

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

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

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

121 nursing facilities which that are already equipped with sprinkler systems shall comply with regulations
122 relating to smoke detectors alarms.

123 **§ 55-225.3. Landlord to maintain dwelling unit.**

124 A. The landlord shall:

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

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

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

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

134 5. Maintain the premises in such a condition as to prevent the accumulation of moisture and the
135 growth of mold and to promptly respond to any notices as provided in subdivision A 9 10 of
136 § 55-225.4. Where there is visible evidence of mold, the landlord shall promptly remediate the mold
137 conditions in accordance with the requirements of subsection E of § 8.01-226.12 and reinspect the
138 dwelling unit to confirm that there is no longer visible evidence of mold in the dwelling unit. The
139 landlord shall provide a tenant with a copy of a summary of information related to mold remediation
140 occurring during that tenancy and, upon request of the tenant, make available the full package of such
141 information and reports not protected by attorney-client privilege. Once the mold has been remediated in
142 accordance with professional standards, the landlord shall not be required to make disclosures of a past
143 incidence of mold to subsequent tenants;

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

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

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

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

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

160 D. The landlord and tenant may agree in writing that the tenant perform the landlord's duties
161 specified in subdivisions A 2, 4, 6, and 7 and also specified repairs, maintenance tasks, alterations, and
162 remodeling, but only if (i) the transaction is entered into in good faith and not for the purpose of
163 evading the obligations of the landlord and (ii) the agreement does not diminish or affect the obligation
164 of the landlord to other tenants in a multifamily premises.

165 **§ 55-225.4. Tenant to maintain dwelling unit.**

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

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

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

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

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

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

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

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

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

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

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

199 ~~10.~~ 11. Not paint or disturb painted surfaces, or make alterations in the dwelling unit, without the
200 prior written approval of the landlord, provided that (i) the dwelling unit was constructed prior to 1978
201 and therefore requires the landlord to provide the tenant with lead-based paint disclosures and (ii) the
202 landlord has provided the tenant with such disclosures and the rental agreement provides that the tenant
203 is required to obtain the landlord's prior written approval before painting, disturbing painted surfaces, or
204 making alterations in the dwelling unit;

205 ~~11.~~ 12. Be responsible for his conduct and the conduct of other persons on the premises with his
206 consent whether known by the tenant or not, to ensure that his neighbors' peaceful enjoyment of the
207 premises will not be disturbed; and

208 ~~12.~~ 13. Abide by all reasonable rules and regulations imposed by the landlord.

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

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

215 **§ 55-248.13. Landlord to maintain fit premises.**

216 A. The landlord shall:

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

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

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

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

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

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

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

243 8. ~~Maintain any carbon monoxide alarm that has been installed by the landlord in a dwelling unit~~

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

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

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

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

258 **§ 55-248.16. Tenant to maintain dwelling unit.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

305 insects or pests in the area occupied.

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

308 **§ 55-248.18. Access; consent; correction of nonemergency conditions; relocation of tenant.**

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

322 The landlord may enter the dwelling unit without consent of the tenant in case of emergency. The
323 landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency
324 or if it is impractical to do so, the landlord shall give the tenant notice of his intent to enter and may
325 enter only at reasonable times. Unless impractical to do so, the landlord shall give the tenant at least
326 24-hours' notice of routine maintenance to be performed that has not been requested by the tenant. If the
327 tenant makes a request for maintenance, the landlord is not required to provide notice to the tenant.
328 During the pendency of an unlawful detainer filed by the landlord against the tenant, the landlord may
329 request the court to enter an order requiring the tenant to provide the landlord with access to such
330 dwelling unit.

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

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

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

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

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

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

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

365 E. Upon written request of ~~the~~ a tenant in a dwelling unit, the landlord shall install a carbon
366 monoxide alarm in the tenant's dwelling unit within 90 days of such request ~~and~~. *The landlord may*

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

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

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