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SENATE BILL NO. 391

AMENDMENT IN THE NATURE OF A SUBSTITUTE

(Proposed by the Senate Committee on General Laws and Technology on January 22, 2018)

(Patrons Prior to Substitute—Senators Barker and DeSteph [SB 743])

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.

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 and shall be permitted to be either battery operated or AC powered. 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 upgrading of 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.

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

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

65 **§ 36-99.5. Smoke alarms for persons who are deaf or hearing impaired.**

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

75 1. All dormitory buildings arranged for the shelter and sleeping accommodations of more than twenty
 76 20 individuals;

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

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

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

83 A hotel or motel shall have available no fewer than one such smoke ~~detector~~ alarm for each seventy
 84 70 units or portion thereof, except that this requirement shall not apply to any hotel or motel with fewer
 85 than ~~thirty-five~~ 35 units. The proprietor of the hotel or motel shall post in a conspicuous place at the
 86 registration desk or counter a permanent sign stating the availability of smoke ~~detectors~~ alarms for the
 87 hearing-impaired persons who are deaf or hearing impaired. Visual ~~detectors~~ alarms shall be provided
 88 for all meeting rooms for which an advance request has been made.

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

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

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

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

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

104 **§ 36-99.5:1. Smoke alarms and other fire detection and suppression systems in assisted living**
 105 **facilities, adult day care centers and nursing homes and facilities.**

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

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

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

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

121 **§ 55-225.3. Landlord to maintain dwelling unit.**

- 122 A. The landlord shall:
- 123 1. Comply with the requirements of applicable building and housing codes materially affecting health
- 124 and safety;
- 125 2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable
- 126 condition;
- 127 3. Keep all common areas shared by two or more multifamily dwelling units of the premises in a
- 128 clean and structurally safe condition;
- 129 4. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating,
- 130 ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required
- 131 to be supplied by him;
- 132 5. Maintain the premises in such a condition as to prevent the accumulation of moisture and the
- 133 growth of mold and to promptly respond to any notices as provided in subdivision A 9 10 of
- 134 § 55-225.4. Where there is visible evidence of mold, the landlord shall promptly remediate the mold
- 135 conditions in accordance with the requirements of subsection E of § 8.01-226.12 and reinspect the
- 136 dwelling unit to confirm that there is no longer visible evidence of mold in the dwelling unit. The
- 137 landlord shall provide a tenant with a copy of a summary of information related to mold remediation
- 138 occurring during that tenancy and, upon request of the tenant, make available the full package of such
- 139 information and reports not protected by attorney-client privilege. Once the mold has been remediated in
- 140 accordance with professional standards, the landlord shall not be required to make disclosures of a past
- 141 incidence of mold to subsequent tenants;
- 142 6. Supply running water and reasonable amounts of hot water at all times and reasonable air
- 143 conditioning if provided and heat in season except where the dwelling unit is so constructed that heat,
- 144 air conditioning, or hot water is generated by an installation within the exclusive control of the tenant or
- 145 supplied by a direct public utility connection; ~~and~~
- 146 7. Provide and maintain appropriate receptacles and conveniences for the collection, storage, and
- 147 removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of one or more dwelling
- 148 units and arrange for the removal of same; *and*
- 149 8. *Provide a certificate to the tenant stating that all smoke alarms are present, have been inspected,*
- 150 *and are in good working order no more than once every 12 months. The landlord, his employee, or an*
- 151 *independent contractor may perform the inspection to determine that a smoke alarm is in good working*
- 152 *order.*
- 153 B. The landlord shall perform the duties imposed by subsection A in accordance with law; however,
- 154 the landlord shall be liable only for the tenant's actual damages proximately caused by the landlord's
- 155 failure to exercise ordinary care.
- 156 C. If the duty imposed by subdivision A 1 is greater than any duty imposed by any other subdivision
- 157 of that subsection, the landlord's duty shall be determined by reference to subdivision A 1.
- 158 D. The landlord and tenant may agree in writing that the tenant perform the landlord's duties
- 159 specified in subdivisions A 2, 4, 6, and 7 and also specified repairs, maintenance tasks, alterations, and
- 160 remodeling, but only if (i) the transaction is entered into in good faith and not for the purpose of
- 161 evading the obligations of the landlord and (ii) the agreement does not diminish or affect the obligation
- 162 of the landlord to other tenants in a multifamily premises.
- 163 **§ 55-225.4. Tenant to maintain dwelling unit.**
- 164 A. In addition to the provisions of the rental agreement, the tenant shall:
- 165 1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building
- 166 and housing codes materially affecting health and safety;
- 167 2. Keep that part of the premises that he occupies and uses as clean and safe as the condition of the
- 168 premises permit;
- 169 3. Keep that part of the dwelling unit and the part of the premises that he occupies free from insects
- 170 and pests, as those terms are defined in § 3.2-3900, and promptly notify the landlord of the existence of
- 171 any insects or pests;
- 172 4. Remove from his dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe
- 173 manner and in the appropriate receptacles provided by the landlord;
- 174 5. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition
- 175 permits;
- 176 6. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning
- 177 and other facilities and appliances, including an elevator in a multifamily premises, and keep all utility
- 178 services paid for by the tenant to the utility service provider or its agent on at all times during the term
- 179 of the rental agreement;
- 180 7. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises
- 181 or permit any person to do so whether known by the tenant or not;
- 182 8. Not remove or tamper with a properly functioning smoke ~~detector~~ alarm, including removing any

183 working batteries, so as to render the smoke ~~detector~~ alarm inoperative, ~~and~~. The tenant shall maintain
184 such smoke ~~detector~~ alarm in accordance with the uniform set of standards for maintenance of smoke
185 ~~detectors~~ alarms established in the *Statewide Fire Prevention Code* (§ 27-94 et seq.) and subdivision C 6
186 of § 36-105, Part III of the *Uniform Statewide Building Code* (§ 36-97 et seq.);

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

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

197 ~~10.~~ 11. Not paint or disturb painted surfaces, or make alterations in the dwelling unit, without the
198 prior written approval of the landlord, provided that (i) the dwelling unit was constructed prior to 1978
199 and therefore requires the landlord to provide the tenant with lead-based paint disclosures and (ii) the
200 landlord has provided the tenant with such disclosures and the rental agreement provides that the tenant
201 is required to obtain the landlord's prior written approval before painting, disturbing painted surfaces, or
202 making alterations in the dwelling unit;

203 ~~11.~~ 12. Be responsible for his conduct and the conduct of other persons on the premises with his
204 consent whether known by the tenant or not, to ensure that his neighbors' peaceful enjoyment of the
205 premises will not be disturbed; and

206 ~~12.~~ 13. Abide by all reasonable rules and regulations imposed by the landlord.

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

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

213 **§ 55-248.13. Landlord to maintain fit premises.**

214 A. The landlord shall:

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

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

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

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

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

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

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

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

245 *working order.*

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

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

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

256 **§ 55-248.16. Tenant to maintain dwelling unit.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

306 § 55-248.18. Access; consent; correction of nonemergency conditions; relocation of tenant.

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

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

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

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

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

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

- 359** 1. Installation does no permanent damage to any part of the dwelling unit.
- 360** 2. A duplicate of all keys and instructions of how to operate all devices are given to the landlord.
- 361** 3. Upon termination of the tenancy, the tenant shall be responsible for payment to the landlord for
362 reasonable costs incurred for the removal of all such devices and repairs to all damaged areas.

363 E. Upon written request of ~~the~~ a tenant in a dwelling unit, the landlord shall install a carbon
364 monoxide alarm in the tenant's dwelling unit within 90 days of such request ~~and~~. The landlord may
365 charge the tenant a reasonable fee to recover the costs of the equipment and labor for such installation.
366 The landlord's installation of a carbon monoxide alarm shall be in compliance with the Uniform
367 Statewide Building Code (§ 36-97 *et seq.*).

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

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