

14104754D

SENATE BILL NO. 490

AMENDMENT IN THE NATURE OF A SUBSTITUTE

(Proposed by the Senate Committee on General Laws and Technology
on February 3, 2014)

(Patron Prior to Substitute—Senator Norment)

A BILL to amend and reenact §§ 55-248.13, 55-248.16, and 55-248.18 of the Code of Virginia, relating to required installation of carbon monoxide alarms in rental dwelling units.

Be it enacted by the General Assembly of Virginia:

1. That §§ 55-248.13, 55-248.16, and 55-248.18 of the Code of Virginia are amended and reenacted as follows:

§ 55-248.13. Landlord to maintain fit premises.

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 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 from a tenant as provided in subdivision A 10 of § 55-248.16;

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

7. 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*

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

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

D. The landlord and tenant may agree in writing that the tenant perform the landlord's duties specified in subdivisions 3, 6, and 7 of subsection A 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 pursuant to § 55-248.13, if such disposal is on the premises;

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

6. Use in a reasonable manner all utilities and all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances including elevators in the premises, and keep all

60 utility services paid for by the tenant to the utility service provider or its agent on at all times during the
61 term of the rental agreement;

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

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

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

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

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

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

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

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

87 **§ 55-248.18. Access; consent; correction of nonemergency conditions; relocation of tenant.**

88 A. The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit
89 in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or
90 improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual
91 purchasers, mortgagees, tenants, workmen or contractors. The landlord may enter the dwelling unit
92 without consent of the tenant in case of emergency. The landlord shall not abuse the right of access or
93 use it to harass the tenant. Except in case of emergency or if it is impractical to do so, the landlord shall
94 give the tenant notice of his intent to enter and may enter only at reasonable times. Unless impractical
95 to do so, the landlord shall give the tenant at least 24-hours' notice of routine maintenance to be
96 performed that has not been requested by the tenant. If the tenant makes a request for maintenance, the
97 landlord is not required to provide notice to the tenant.

98 B. Upon the sole determination by the landlord of the existence of a nonemergency property
99 condition in the dwelling unit that requires the tenant to temporarily vacate the dwelling unit in order
100 for the landlord to properly remedy such property condition, the landlord may, upon at least 30 days'
101 written notice to the tenant, require the tenant to temporarily vacate the dwelling unit for a period not to
102 exceed 30 days to a comparable dwelling unit, as selected by the landlord, and at no expense or cost to
103 the tenant. For purposes of this subsection, "nonemergency property condition" means (i) a condition in
104 the dwelling unit that, in the determination of the landlord, is necessary for the landlord to remedy in
105 order for the landlord to be in compliance with § 55-248.13; (ii) the condition does not need to be
106 remedied within a 24-hour period, with any condition that needs to be remedied within 24 hours being
107 defined as an "emergency condition"; and (iii) the condition can only be effectively remedied by the
108 temporary relocation of the tenant pursuant to the provisions of this subsection.

109 The tenant shall continue to be responsible for payment of rent under the rental agreement during the
110 period of any temporary relocation. The landlord shall pay all costs of repairs or remediation required to
111 address the property condition. Refusal of the tenant to cooperate with a temporary relocation pursuant
112 to this subsection shall be deemed a breach of the rental agreement, unless the tenant agrees to vacate
113 the unit and terminate the rental agreement within the 30-day notice period. If the landlord properly
114 remedies the nonemergency property condition within the 30-day period, nothing herein shall be
115 construed to entitle the tenant to terminate the rental agreement. Further, nothing herein shall be
116 construed to limit the landlord from taking legal action against the tenant for any noncompliance that
117 occurs during the period of any temporary relocation pursuant to this section.

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

120 D. The tenant may install, within the dwelling unit, new burglary prevention, including chain latch
121 devices approved by the landlord, ~~carbon monoxide detection devices~~, and fire detection devices, that

122 the tenant may believe necessary to ensure his safety, provided:
123 1. Installation does no permanent damage to any part of the dwelling unit.
124 2. A duplicate of all keys and instructions of how to operate all devices are given to the landlord.
125 3. Upon termination of the tenancy the tenant shall be responsible for payment to the landlord for
126 reasonable costs incurred for the removal of all such devices and repairs to all damaged areas.
127 *E. Upon written request of the tenant, the landlord shall install a carbon monoxide alarm in the*
128 *tenant's dwelling unit within 90 days of such request and may charge the tenant a reasonable fee to*
129 *recover the costs of such installation. The landlord's installation of a carbon monoxide alarm shall be in*
130 *compliance with the Uniform Statewide Building Code.*