

SENATE BILL NO. 207

INTRODUCED BY B. BROWN, HALLIGAN, HARP, HIMSL,
CONNELLY, DARKO, HARDING, VAUGHN, WALKER, COHEN,
SMITH, LEE, R. NELSON, MERCER, OWENS

IN THE SENATE

JANUARY 21, 1989	INTRODUCED AND REFERRED TO COMMITTEE ON PUBLIC HEALTH, WELFARE & SAFETY.
	FIRST READING.
FEBRUARY 6, 1989	COMMITTEE RECOMMEND BILL DO PASS AS AMENDED. REPORT ADOPTED.
FEBRUARY 7, 1989	PRINTING REPORT.
FEBRUARY 8, 1989	PASS CONSIDERATION FOR THE DAY.
FEBRUARY 9, 1989	SECOND READING, DO PASS AS AMENDED.
FEBRUARY 10, 1989	ENGROSSING REPORT.
FEBRUARY 11, 1989	THIRD READING, PASSED. AYES, 41; NOES, 5.
	TRANSMITTED TO HOUSE.

IN THE HOUSE

FEBRUARY 7, 1989	INTRODUCED AND REFERRED TO COMMITTEE ON BUSINESS & ECONOMIC DEVELOPMENT.
FEBRUARY 20, 1989	FIRST READING.
MARCH 14, 1989	COMMITTEE RECOMMEND BILL BE CONCURRED IN AS AMENDED. REPORT ADOPTED.
MARCH 16, 1989	PASSED CONSIDERATION UNTIL 62ND LEGISLATIVE DAY.
MARCH 27, 1989	SECOND READING, CONCURRED IN AS AMENDED.

MARCH 29, 1989

THIRD READING, CONCURRED IN.
AYES, 66; NOES, 31.

RETURNED TO SENATE WITH AMENDMENTS.

IN THE SENATE

APRIL 4, 1989

RECEIVED FROM HOUSE.

SECOND READING, AMENDMENTS
CONCURRED IN.

APRIL 6, 1989

THIRD READING, AMENDMENTS
CONCURRED IN.

SENT TO ENROLLING.

REPORTED CORRECTLY ENROLLED.

1 *Senate* BILL NO. *207*
 2 INTRODUCED BY *Bob Brown, Hollyn HARP, Himes, Connelly*
 3 *Jack Garding, Vaughn, Walker, Cohen, Smith, Lee*
 4 A BILL FOR AN ACT ENTITLED: "AN ACT REQUIRING THE
 5 INSTALLATION AND MAINTENANCE OF SMOKE DETECTORS IN RENTAL
 6 UNITS; AMENDING SECTION 70-24-303, MCA; AND PROVIDING AN
 7 IMMEDIATE EFFECTIVE DATE AND AN APPLICABILITY DATE."
 8
 9 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:
 10 **Section 1.** Section 70-24-303, MCA, is amended to read:
 11 "70-24-303. Landlord to maintain premises -- agreement
 12 that tenant perform duties. (1) A landlord shall:
 13 (a) comply with the requirements of applicable
 14 building and housing codes materially affecting health and
 15 safety in effect at the time of original construction in all
 16 dwelling units where construction is completed after July 1,
 17 1977;
 18 (b) make repairs and do whatever is necessary to put
 19 and keep the premises in a fit and habitable condition;
 20 (c) keep all common areas of the premises in a clean
 21 and safe condition;
 22 (d) maintain in good and safe working order and
 23 condition all electrical, plumbing, sanitary, heating,
 24 ventilating, air-conditioning, and other facilities and
 25 appliances, including elevators, supplied or required to be

1 supplied by him;
 2 (e) provide and maintain appropriate receptacles and
 3 conveniences for the removal of ashes, garbage, rubbish, and
 4 other waste incidental to the occupancy of the dwelling unit
 5 and arrange for their removal; and
 6 (f) supply running water and reasonable amounts of hot
 7 water at all times and reasonable heat between October 1 and
 8 May 1, except if the building that includes the dwelling
 9 unit is not required by law to be equipped for that purpose
 10 or the dwelling unit is so constructed that heat or hot
 11 water is generated by an installation within the exclusive
 12 control of the tenant; and
 13 (g) install an approved smoke detector in each
 14 dwelling unit under his control. Following installation,
 15 the landlord shall maintain the smoke detector in working
 16 order. For purposes of this subsection, an approved smoke
 17 detector is a device that is capable of detecting visible or
 18 invisible particles of combustion and that bears a label or
 19 other identification issued by an approved testing agency
 20 having a service for inspection of materials and workmanship
 21 at the factory during fabrication and assembly.
 22 (2) If the duty imposed by subsection (1)(a) of this
 23 section is greater than a duty imposed by subsections (1)(b)
 24 through ~~(1)(f)~~ (1)(g), a landlord's duty shall be determined
 25 by reference to subsection (1)(a).

1 (3) A landlord and tenant of a one-, two-, or
2 three-family residence may agree in writing that the tenant
3 perform the landlord's duties specified in subsections
4 (1)(e) and (1)(f) of this section and specified repairs,
5 maintenance tasks, alteration, and remodeling but only if
6 the transaction is entered into in good faith and not for
7 the purpose of evading the obligations of the landlord.

8 (4) A landlord and tenant of a one-, two-, or
9 three-family residence may agree that the tenant is to
10 perform specified repairs, maintenance tasks, alterations,
11 or remodeling only if:

12 (a) the agreement of the parties is entered into in
13 good faith and not for the purpose of evading the
14 obligations of the landlord and is set forth in a separate
15 writing signed by the parties and supported by adequate
16 consideration;

17 (b) the work is not necessary to cure noncompliance
18 with subsection (1)(a) of this section; and

19 (c) the agreement does not diminish the obligation of
20 the landlord to other tenants in the premises."

21 NEW SECTION. **Section 2.** Effective date --
22 applicability. This act is effective on passage and
23 approval and applies to all rental dwelling units after
24 January 1, 1990.

-End-

APPROVED BY COMMITTEE
ON PUBLIC HEALTH, WELFARE
& SAFETY

SENATE BILL NO. 207

INTRODUCED BY B. BROWN, HALLIGAN, HARP, HIMSL,
CONNELLY, DARKO, HARDING, VAUGHN, WALLIN, COHEN,
SMITH, LEE, R. NELSON, MERCER, OWENS

A BILL FOR AN ACT ENTITLED: "AN ACT REQUIRING THE
INSTALLATION AND--MAINTENANCE OF SMOKE DETECTORS IN RENTAL
UNITS; AMENDING SECTION 70-24-303, MCA; AND PROVIDING AN
IMMEDIATE EFFECTIVE DATE AND AN APPLICABILITY DATE."

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

Section 1. Section 70-24-303, MCA, is amended to read:

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that tenant perform duties. (1) A landlord shall:

(a) comply with the requirements of applicable
building and housing codes materially affecting health and
safety in effect at the time of original construction in all
dwelling units where construction is completed after July 1,
1977;

(b) make repairs and do whatever is necessary to put
and keep the premises in a fit and habitable condition;

(c) keep all common areas of the premises in a clean
and safe condition;

(d) 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;

(e) provide and maintain appropriate receptacles and
conveniences for the removal of ashes, garbage, rubbish, and
other waste incidental to the occupancy of the dwelling unit
and arrange for their removal; and

(f) supply running water and reasonable amounts of hot
water at all times and reasonable heat between October 1 and
May 1, except if the building that includes the dwelling
unit is not required by law to be equipped for that purpose
or the dwelling unit is so constructed that heat or hot
water is generated by an installation within the exclusive
control of the tenant; and

(g) install an approved smoke detector in each
dwelling unit under his control. Following installation, the
landlord shall maintain the smoke detector in working order.
UPON COMMENCEMENT OF A RENTAL AGREEMENT, THE LANDLORD SHALL
VERIFY THAT THE SMOKE DETECTOR IN THE DWELLING UNIT IS IN
GOOD WORKING ORDER. For purposes of this subsection, an
approved smoke detector is a device that is capable of
detecting visible or invisible particles of combustion and
that bears a label or other identification issued by an
approved testing agency having a service for inspection of
materials and workmanship at the factory during fabrication

1 and assembly.

2 (2) If the duty imposed by subsection (1)(a) of this
3 section is greater than a duty imposed by subsections (1)(b)
4 through ~~(1)(f)~~ (1)(g), a landlord's duty shall be determined
5 by reference to subsection (1)(a).

6 (3) A landlord and tenant of a one-, two-, or
7 three-family residence may agree in writing that the tenant
8 perform the landlord's duties specified in subsections
9 (1)(e) and (1)(f) of this section and specified repairs,
10 maintenance tasks, alteration, and remodeling but only if
11 the transaction is entered into in good faith and not for
12 the purpose of evading the obligations of the landlord.

13 (4) A landlord and tenant of a one-, two-, or
14 three-family residence may agree that the tenant is to
15 perform specified repairs, maintenance tasks, alterations,
16 or remodeling only if:

17 (a) the agreement of the parties is entered into in
18 good faith and not for the purpose of evading the
19 obligations of the landlord and is set forth in a separate
20 writing signed by the parties and supported by adequate
21 consideration;

22 (b) the work is not necessary to cure noncompliance
23 with subsection (1)(a) of this section; and

24 (c) the agreement does not diminish the obligation of
25 the landlord to other tenants in the premises."

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2 applicability. This act is effective on passage and
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4 January 1, 1990.

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2 INTRODUCED BY B. BROWN, HALLIGAN, HARP, HIMSL,
3 CONNELLY, DARKO, HARDING, VAUGHN, WALLIN, COHEN,
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14 that tenant perform duties. (1) A landlord shall:

15 (a) comply with the requirements of applicable
16 building and housing codes materially affecting health and
17 safety in effect at the time of original construction in all
18 dwelling units where construction is completed after July 1,
19 1977;

20 (b) make repairs and do whatever is necessary to put
21 and keep the premises in a fit and habitable condition;

22 (c) keep all common areas of the premises in a clean
23 and safe condition;

24 (d) maintain in good and safe working order and
25 condition all electrical, plumbing, sanitary, heating,

1 ventilating, air-conditioning, and other facilities and
2 appliances, including elevators, supplied or required to be
3 supplied by him;

4 (e) provide and maintain appropriate receptacles and
5 conveniences for the removal of ashes, garbage, rubbish, and
6 other waste incidental to the occupancy of the dwelling unit
7 and arrange for their removal; and

8 (f) supply running water and reasonable amounts of hot
9 water at all times and reasonable heat between October 1 and
10 May 1, except if the building that includes the dwelling
11 unit is not required by law to be equipped for that purpose
12 or the dwelling unit is so constructed that heat or hot
13 water is generated by an installation within the exclusive
14 control of the tenant; and

15 (g) install an approved smoke detector in each
16 dwelling unit under his control. ~~Following installation, the~~
17 ~~landlord shall maintain the smoke detector in working order.~~
18 UPON COMMENCEMENT OF A RENTAL AGREEMENT, THE LANDLORD SHALL
19 VERIFY THAT THE SMOKE DETECTOR IN THE DWELLING UNIT IS IN
20 GOOD WORKING ORDER. THE TENANT SHALL MAINTAIN THE SMOKE
21 DETECTOR IN GOOD WORKING ORDER DURING THE TENANT'S RENTAL
22 PERIOD. For purposes of this subsection, an approved smoke
23 detector is a device that is capable of detecting visible or
24 invisible particles of combustion and that bears a label or
25 other identification issued by an approved testing agency

1 having a service for inspection of materials and workmanship
 2 at the factory during fabrication and assembly.

3 (2) If the duty imposed by subsection (1)(a) of this
 4 section is greater than a duty imposed by subsections (1)(b)
 5 through (1)(g), a landlord's duty shall be determined
 6 by reference to subsection (1)(a).

7 (3) A landlord and tenant of a one-, two-, or
 8 three-family residence may agree in writing that the tenant
 9 perform the landlord's duties specified in subsections
 10 (1)(e) and (1)(f) of this section and specified repairs,
 11 maintenance tasks, alteration, and remodeling but only if
 12 the transaction is entered into in good faith and not for
 13 the purpose of evading the obligations of the landlord.

14 (4) A landlord and tenant of a one-, two-, or
 15 three-family residence may agree that the tenant is to
 16 perform specified repairs, maintenance tasks, alterations,
 17 or remodeling only if:

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 19 good faith and not for the purpose of evading the
 20 obligations of the landlord and is set forth in a separate
 21 writing signed by the parties and supported by adequate
 22 consideration;

23 (b) the work is not necessary to cure noncompliance
 24 with subsection (1)(a) of this section; and

25 (c) the agreement does not diminish the obligation of

1 the landlord to other tenants in the premises."

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 3 applicability. This act is effective on passage and
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 5 January 1, 1990.

-End-

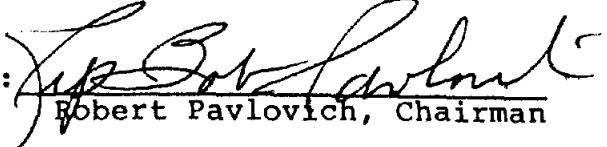
STANDING COMMITTEE REPORT

March 14, 1989

Page 1 of 1

Mr. Speaker: We, the committee on Business and Economic Development report that Senate Bill 207 (third reading copy - blue) be concurred in as amended .

Signed:


Robert Pavlovich, Chairman

[REP. CONNELLY WILL CARRY THIS BILL ON THE HOUSE FLOOR]

And, that such amendments read:

1. Page 1, line 14.

Following: "duties"

Insert: "-- limitation of landlord's liability for failure of smoke detector"

2. Page 2, line 15.

Following: "install"

Insert: ", in accordance with rules adopted by the state fire marshal,"

3. Page 4.

Following: line 1

Insert: "(5) (a) The landlord is not liable for damages:

(i) caused as a result of the failure of the smoke detector required under subsection (1)(g) to operate properly unless:

(A) the tenant notified the landlord that the smoke detector was defective and the landlord failed, within a reasonable period of time, to replace the smoke detector; and

(B) the damages would not have occurred if the smoke detector had been operable; or

(ii) if the smoke detector operated as designed by the manufacturer.

(b) The failure of a battery is not considered a defect of a smoke detector, and the replacement of a battery in a smoke detector is the responsibility of the tenant.

NEW SECTION. Section 2. Extension of authority. Any existing authority to make rules on the subject of the provisions of [this act] is extended to the provisions of [this act]."

Renumber: subsequent sections

SB 207

HOUSE

RT

7.21

COMMITTEE OF THE WHOLE AMENDMENT
SENATE BILL 207
Representative Bob Bachini

March 21, 1989 7:59 am
Page 1 of 1

Mr. Chairman: I move to amend SENATE BILL 207 (third reading copy -- blue), as the bill was amended by the House Committee on Business and Economic Development on March 14, 1989 (green sheet).

Signed: Bob Bachini
Representative Bob Bachini

And, that such amendments to the committee amendments to SENATE BILL 207 (green sheet) read as follows:

1. Strike: committee amendment no. 3 in its entirety

Insert: at Page 4 of the bill following line 1

" (5) (a) The landlord is not liable for damages caused as a result of the failure of the detector required under subsection (1) (g).

NEW SECTION. Section 2. Extension of authority. Any existing authority to make rules on the subject of the provisions of [this act] is extended to the provisions of [this act]."

ADOPT

REJECT

HOUSE
SB 207

SENATE BILL NO. 207

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Section 1. Section 70-24-303, MCA, is amended to read:

"70-24-303. Landlord to maintain premises -- agreement
that tenant perform duties -- LIMITATION OF LANDLORD'S
LIABILITY FOR FAILURE OF SMOKE DETECTOR. (1) A landlord
shall:

(a) comply with the requirements of applicable
building and housing codes materially affecting health and
safety in effect at the time of original construction in all
dwelling units where construction is completed after July 1,
1977;

(b) make repairs and do whatever is necessary to put
and keep the premises in a fit and habitable condition;

(c) keep all common areas of the premises in a clean
and safe condition;

(d) 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;

(e) provide and maintain appropriate receptacles and
conveniences for the removal of ashes, garbage, rubbish, and
other waste incidental to the occupancy of the dwelling unit
and arrange for their removal; and

(f) supply running water and reasonable amounts of hot
water at all times and reasonable heat between October 1 and
May 1, except if the building that includes the dwelling
unit is not required by law to be equipped for that purpose
or the dwelling unit is so constructed that heat or hot
water is generated by an installation within the exclusive
control of the tenant; and

(g) install, IN ACCORDANCE WITH RULES ADOPTED BY THE
STATE FIRE MARSHAL, an approved smoke detector in each
dwelling unit under his control. Following installation, the
landlord shall maintain the smoke detector in working order.
UPON COMMENCEMENT OF A RENTAL AGREEMENT, THE LANDLORD SHALL
VERIFY THAT THE SMOKE DETECTOR IN THE DWELLING UNIT IS IN
GOOD WORKING ORDER. THE TENANT SHALL MAINTAIN THE SMOKE
DETECTOR IN GOOD WORKING ORDER DURING THE TENANT'S RENTAL
PERIOD. For purposes of this subsection, an approved smoke

1 detector is a device that is capable of detecting visible or
 2 invisible particles of combustion and that bears a label or
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 24 writing signed by the parties and supported by adequate
 25 consideration;

1 (b) the work is not necessary to cure noncompliance
 2 with subsection (1)(a) of this section; and

3 (c) the agreement does not diminish the obligation of
 4 the landlord to other tenants in the premises.

5 ~~(5) -- (A) -- THE LANDLORD IS NOT LIABLE FOR DAMAGES:~~
 6 ~~(1) -- CAUSED -- AS -- A -- RESULT -- OF -- THE FAILURE -- OF -- THE SMOKE~~
 7 ~~DETECTOR, -- REQUIRED -- UNDER -- SUBSECTION -- (1)(G), -- TO -- OPERATE~~
 8 ~~PROPERLY -- UNLESS:~~

9 ~~(A) -- THE -- TENANT -- NOTIFIED -- THE LANDLORD -- THAT -- THE SMOKE~~
 10 ~~DETECTOR WAS DEFECTIVE AND THE LANDLORD FAILED, -- WITHIN -- A~~
 11 ~~REASONABLE -- PERIOD -- OF -- TIME, -- TO -- REPLACE -- THE SMOKE DETECTOR;~~
 12 ~~AND~~

13 ~~(B) -- THE DAMAGES WOULD NOT HAVE OCCURRED IF -- THE SMOKE~~
 14 ~~DETECTOR HAD BEEN OPERABLE; OR~~
 15 ~~(1) -- IF -- THE SMOKE DETECTOR OPERATED AS DESIGNED BY THE~~
 16 ~~MANUFACTURER.~~

17 ~~(B) -- THE FAILURE OF A BATTERY -- IS -- NOT -- CONSIDERED -- A~~
 18 ~~DEFECT OF A SMOKE DETECTOR, AND THE REPLACEMENT OF A BATTERY~~
 19 ~~IN A SMOKE DETECTOR IS THE RESPONSIBILITY OF THE TENANT.~~

20 (5) THE LANDLORD IS NOT LIABLE FOR DAMAGES CAUSED AS A
 21 RESULT OF THE FAILURE OF THE SMOKE DETECTOR REQUIRED UNDER
 22 SUBSECTION (1)(G)."

23 NEW SECTION. SECTION 2. EXTENSION OF AUTHORITY. ANY
 24 EXISTING AUTHORITY TO MAKE RULES ON THE SUBJECT OF THE
 25 PROVISIONS OF [THIS ACT] IS EXTENDED TO THE PROVISIONS OF

SB 0207/04

1 [THIS ACT].

2 NEW SECTION. Section 3. Effective date --
3 applicability. This act is effective on passage and
4 approval and applies to all rental dwelling units after
5 January 1, 1990.

-End-