

SENATE BILL 197

Introduced by Jergeson, et al.

1/19	Introduced
1/19	Fiscal Note Requested
1/19	Referred to Business & Industry
1/19	First Reading
1/25	Fiscal Note Received
1/25	Fiscal Note Printed
1/28	Hearing
2/19	Committee Report--Bill Passed as Amended
2/20	2nd Reading Passed
2/22	3rd Reading Passed
	Transmitted to House
2/23	Referred to Business & Economic Development
2/23	First Reading
3/10	Hearing
3/10	Tabled in Committee

1 Senate BILL NO. 197
2 INTRODUCED BY Jerguson Peak

4 A BILL FOR AN ACT ENTITLED: "AN ACT PROVIDING FOR CIVIL AND
5 CRIMINAL PENALTIES ON A LANDLORD WHO FAILS TO INSTALL AND
6 VERIFY THE GOOD WORKING ORDER OF A SMOKE DETECTOR; AND
7 AMENDING SECTION 70-24-303, MCA."

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 -- limitation--of landlord's
13 liability for failure of smoke detector. (1) A landlord
14 shall:

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

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

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

23 (d) maintain in good and safe working order and
24 condition all electrical, plumbing, sanitary, heating,
25 ventilating, air-conditioning, and other facilities and

1 appliances, including elevators, supplied or required to be
2 supplied by him the landlord;

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

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

(g) install, in accordance with rules adopted by the department of justice, an approved smoke detector in each dwelling unit under his the landlord's control. 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 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

1 at the factory during fabrication 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)(g), a landlord's duty ~~shall~~ must 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.

1 (5) The landlord is ~~not~~ liable for damages caused as a
2 result of the failure ~~of--the~~ to install and verify the good
3 working order of a smoke detector required under subsection
4 (1)(g).

5 (6) If a landlord fails to install and verify the good
6 working order of a smoke detector as required by subsection
7 (1)(g) and as a result of the failure a person is injured or
8 dies, the landlord is guilty of a criminal offense and may
9 be imprisoned for not more than 1 year in the county jail or
10 fined not more than \$50,000, or both."

-End-

STATE OF MONTANA - FISCAL NOTE

Form BD-15

In compliance with a written request, there is hereby submitted a Fiscal Note for SB0197, as introduced.

DESCRIPTION OF PROPOSED LEGISLATION:

An act providing for civil and criminal penalties on a landlord who fails to install and verify the good working order of a smoke detector.

ASSUMPTIONS:


1. There will be no material fiscal impact on state agencies.
2. The potential fiscal impact on private landlords and county governments is not subject to reasonable estimate.

FISCAL IMPACT:

None.

EFFECT ON COUNTY OR OTHER LOCAL REVENUES OR EXPENDITURES:

The potential impact, if any, on county governments from enforcement of the provisions of this bill is not subject to reasonable estimate.

 1-23-93
DAVE LEWIS, BUDGET DIRECTOR DATE
Office of Budget and Program Planning

 1/25/93
GREG JERGESON, PRIMARY SPONSOR DATE

Fiscal Note for SB0197, as introduced

SB 197

APPROVED BY COMM. ON
BUSINESS & INDUSTRY

SENATE BILL NO. 197

INTRODUCED BY JERGESON, PECK

A BILL FOR AN ACT ENTITLED: "AN ACT PROVIDING FOR CIVIL AND
CRIMINAL PENALTIES ON A LANDLORD OR THE LANDLORD'S ASSIGNEE
WHO FAILS TO INSTALL AND VERIFY THE GOOD WORKING ORDER OF A
SMOKE DETECTOR; ALLOWING THE TENANT TO INSTALL A SMOKE
DETECTOR; AND AMENDING SECTION 70-24-303, MCA."

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

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~~ the landlord;

(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;

(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
department of justice, an approved smoke detector in each
dwelling unit under ~~his~~ the landlord's control. 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
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

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~~ must 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:

18 (a) the agreement of the parties is entered into in
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.

2 (5) (A) AT THE START OF A TENANCY, THE LANDLORD OR THE
3 LANDLORD'S ASSIGNEE SHALL OBTAIN WRITTEN VERIFICATION FROM
4 THE TENANT THAT THE TENANT HAS BEEN INFORMED OF THE TENANT'S
5 RIGHT TO INSTALL A SMOKE DETECTOR AND TO DEDUCT THE COST
6 FROM THE NEXT MONTH'S RENT IF NO WORKING SMOKE DETECTOR IS
7 ON THE PREMISES OR SHALL OBTAIN WRITTEN VERIFICATION FROM
8 THE TENANT THAT A SMOKE DETECTOR HAS BEEN INSTALLED ON THE
9 PREMISES AND THAT IT IS IN WORKING ORDER.

10 (B) IF THE LANDLORD OR THE LANDLORD'S ASSIGNEE FAILS TO
11 INSTALL A WORKING SMOKE DETECTOR, THE TENANT MAY SEND
12 WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED,
13 TO THE LANDLORD OR THE LANDLORD'S ASSIGNEE THAT IF A WORKING
14 SMOKE DETECTOR IS NOT INSTALLED WITHIN 72 HOURS OF RECEIPT
15 OF THE LETTER, THE TENANT MAY INSTALL A SMOKE DETECTOR AND
16 DEDUCT THE COST, UP TO \$25, FROM THE TENANT'S NEXT MONTH'S
17 RENT.

18 (C) UPON INSTALLATION OF A WORKING SMOKE DETECTOR, THE
19 TENANT IS RESPONSIBLE FOR MAINTAINING THE SMOKE DETECTOR IN
20 WORKING ORDER.

21 ~~(5)(6)~~ The landlord OR THE LANDLORD'S ASSIGNEE is not
22 liable for damages caused as a result of the failure of the
23 to install and verify the good working order of a smoke
24 detector required under subsection (1)(g).

25 ~~(6)(7)~~ If a landlord OR THE LANDLORD'S ASSIGNEE fails

1 to install-and-verify-the-good-working-order-of NOTIFY THE
2 TENANT OF THE TENANT'S RIGHT TO INSTALL a smoke detector as
3 required by subsection {t}{g} (5) and as a result of the
4 failure a person is-injured SUFFERS SERIOUS BODILY INJURY,
5 AS DEFINED IN 45-2-101, or dies, the landlord OR THE
6 LANDLORD'S ASSIGNEE is guilty of a criminal offense and may
7 be imprisoned for not more than 1 year in the county jail or
8 fined not more than \$50,000, or both."

-End-

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(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 the landlord;

(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;

(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 department of justice, an approved smoke detector in each dwelling unit under his the landlord's control. 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 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

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-End-