EXHIBIT 2
DATE 3/20/2013
SB 372

Proposed Amendments – Senate Bill 372

70-24-303. Landlord to maintain premises -- agreement that tenant perform duties -- limitation of landlord's liability for failure of smoke detector or carbon monoxide detector. (1) A landlord:

(a) shall 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) may not knowingly allow any tenant or other person to engage in any activity on the premises that creates a reasonable potential that the premises may be damaged or destroyed or that neighboring tenants may be injured by any of the following:

(i) criminal production or manufacture of dangerous drugs, as prohibited by 45-9-110;

(ii) operation of an unlawful clandestine laboratory, as prohibited by 45-9-132; or

(iii) gang-related activities, as prohibited by Title 45, chapter 8, part 4;

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

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

(e) shall 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 the landlord;

(f) shall, unless otherwise provided in a rental agreement, 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;

(g) shall 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

(h) ~~shall install in each dwelling unit under the landlord's control~~ ~~OF A BUILDING THAT CONTAINS A COMBUSTIBLE FUEL-FIRED APPLIANCE OR HAS AN ATTACHED GARAGE~~ ~~an~~ ~~at least one~~ ~~approved carbon monoxide detector, in accordance with rules adopted by the department of labor and industry, and~~ ~~located at least 15 feet from the combustible energy source, OUTSIDE SLEEPING AREAS OR, IF COMMON COMBUSTIBLE FUEL-FIRED LAUNDRY EQUIPMENT IS PRESENT, A CARBON MONOXIDE DETECTOR OUTSIDE THE LAUNDRY OR UTILITY ROOM and~~ ~~an approved smoke detector, in accordance with rules adopted by the department of justice.~~ ~~If a combustible energy source is not used in BUILDING INCLUDING THE DWELLING UNIT~~

~~DOES NOT CONTAIN A COMBUSTIBLE FUEL-FIRED APPLIANCE AND THERE IS NO ATTACHED GARAGE TO THE BUILDING INCLUDING the dwelling unit, a carbon monoxide detector is not required.~~ Upon

(i) shall install in each dwelling unit an approved smoke detector in accordance with rules adopted by the department of justice and shall, in a building that contains a combustible fuel-fired appliance or has an attached garage, install at least one approved carbon monoxide detector:

(A) outside sleeping areas in each dwelling unit;

(B) in common areas or hallways serving individual rooms in a roominghouse or boardinghouse as defined in 50-51-102; and

(C) outside each laundry or utility room and at least 15 feet from the combustible energy source if common combustible fuel-fired laundry, heating, or water-heating equipment is present; and

(ii) shall, upon commencement of a rental agreement, ~~**the landlord shall**~~ verify that ~~**the**~~ **any** carbon monoxide ~~**detector**~~ **detectors** and the smoke detector in the dwelling unit are in good working order. The tenant shall maintain ~~**the**~~ **any** carbon monoxide ~~**detector**~~ **detectors** and the smoke detector in good working order during the tenant's rental period. For the purposes of this subsection, an approved carbon monoxide detector, as defined in 70-20-113, and an approved smoke detector, as defined in 70-20-113, must bear 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 and assembly.

(2) If the duty imposed by subsection (1)(a) is greater than a duty imposed by subsections (1)(b) through (1)(h), a landlord's duty must be determined by reference to subsection (1)(a).

(3) A landlord and tenant of a one-, two-, or three-family residence may agree in writing that the tenant perform the landlord's duties specified in subsections (1)(f) and (1)(g) and specified repairs, maintenance tasks, alteration, 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.

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

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

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

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

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