

SENATE BILL NO. 372

INTRODUCED BY S. BOULANGER

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A BILL FOR AN ACT ENTITLED: "AN ACT REVISING RESIDENTIAL LANDLORD AND TENANT LAW; ELIMINATING THE REQUIREMENT THAT A LANDLORD INSTALL AN APPROVED CARBON MONOXIDE DETECTOR IN A DWELLING UNIT WITHOUT A COMBUSTIBLE ENERGY SOURCE; SPECIFYING THE GENERAL LOCATION FOR INSTALLATION; 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 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

1 the dwelling unit and arrange for their removal;

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

6 (h) shall install in each dwelling unit under the landlord's control ~~an~~ at least one approved carbon  
7 monoxide detector, ~~in accordance with rules adopted by the department of labor and industry, and located at least~~  
8 15 feet from the combustible energy source, and an approved smoke detector, in accordance with rules adopted  
9 by the department of justice. If a combustible energy source is not used in the dwelling unit, a carbon monoxide  
10 detector is not required. Upon commencement of a rental agreement, the landlord shall verify that the carbon  
11 monoxide detector and the smoke detector in the dwelling unit are in good working order. The tenant shall  
12 maintain the carbon monoxide detector and the smoke detector in good working order during the tenant's rental  
13 period. For the purposes of this subsection, an approved carbon monoxide detector, as defined in 70-20-113, and  
14 an approved smoke detector, as defined in 70-20-113, must bear a label or other identification issued by an  
15 approved testing agency having a service for inspection of materials and workmanship at the factory during  
16 fabrication and assembly.

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

19 (3) A landlord and tenant of a one-, two-, or three-family residence may agree in writing that the tenant  
20 perform the landlord's duties specified in subsections (1)(f) and (1)(g) and specified repairs, maintenance tasks,  
21 alteration, and remodeling but only if the transaction is entered into in good faith and not for the purpose of  
22 evading the obligations of the landlord.

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

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

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

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

30 (5) The landlord is not liable for damages caused as a result of the failure of the carbon monoxide

1 detector or the smoke detector required under subsection (1)(h)."

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