

SENATE BILL NO. 109

INTRODUCED BY M. ROSENDALE

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A BILL FOR AN ACT ENTITLED: "AN ACT REQUIRING A LANDLORD TO COMPLY WITH APPLICABLE BUILDING AND HOUSING CODES IN EFFECT AT THE TIME OF A DWELLING UNIT'S ORIGINAL CONSTRUCTION RATHER THAN ONLY FOR DWELLING UNITS CONSTRUCTED AFTER JULY 1, 1977; 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 approved carbon monoxide detector,  
7 in accordance with rules adopted by the department of labor and industry, and an approved smoke detector, in  
8 accordance with rules adopted by the department of justice. Upon commencement of a rental agreement, the  
9 landlord shall verify that the carbon monoxide detector and the smoke detector in the dwelling unit are in good  
10 working order. The tenant shall maintain the carbon monoxide detector and the smoke detector in good working  
11 order during the tenant's rental period. For the purposes of this subsection, an approved carbon monoxide  
12 detector, as defined in 70-20-113, and an approved smoke detector, as defined in 70-20-113, bear a label or  
13 other identification issued by an approved testing agency having a service for inspection of materials and  
14 workmanship at the factory during fabrication and assembly.

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

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

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

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

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

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

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

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