



**EULESS FIRE DEPARTMENT  
FIRE MARSHAL'S OFFICE  
Revised 7/16**

**EFD-FMO 42-2**

2015 Edition  
International Fire Code and  
Building Code as Amended  
NFPA Standards Adopted

**Policy Statement:**

***Smoke Alarms In Rental Dwelling Units***  
*Fire Chief Wes Rhodes      Fire Marshal Paul Smith*

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**Scope: Smoke detectors in dwelling units are regulated under H.B. 1168 which amends portions of Section 92.006 of the Property Code, and by the regulations found in the International Fire Code in Chapters 9 and 11.**

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This document serves as an overview of the law as interpreted by the fire marshal's office and should not be relied upon as a legal interpretation. For any legal interpretation specific to this law please contact your attorney. H.B. 1168 can be reviewed in its entirety at <http://www.legis.state.tx.us/BillLookup/Text.aspx?LegSess=82R&Bill=HB1168>

State Law: HB 1168 which amended the Property Code

Section 92.006 (a) (6) requires the following:

- Landlord **MUST** install smoke alarm(s)
- Tenant may not waive any rights, remedy or duties under this law
- Landlord has a duty to repair and inspect detectors, which may only be waived by written agreement between the landlord and the tenant.

In summary, you as the landlord are required to do the following:

- Detectors shall be UL Listed to detect the visible and invisible particles of smoke. (Combination ionization\photoelectric detector)
- You shall install one smoke alarm in each bedroom.
- If the dwelling unit uses a single room for dining, living and sleeping, the smoke alarm must be in the room.
- If there are multiple bedrooms served by the same corridor, one detector must be located in the corridor near the bedroom in addition to the detector in the bedroom.
- If the unit has multiple levels, one alarm is required on each level.
- The landlord is required by law to inspect and repair smoke alarms as outlined herein. The landlord must determine that the smoke alarm(s) are working properly at the beginning of the tenants lease by visual inspecting and performing a function test with canned smoke or by operating the test button. If you are notified of possible damage or malfunction to the detector, or are requested by the tenant to check the detector, the landlord is required to do so in a reasonable time (7 days). (Note: If unit was damaged due to the actions of the tenant, his or her family or guests, the landlord may require the tenant to pay in advance for the costs associated with the repair or replacement.

- Landlord is not obligated to provide batteries for a battery operated smoke alarm after the tenant takes possession IF the alarm was in good working order at the time the tenant took possession per the House Bill but ARE required to provide batteries under 907.2.11.2 of the *2015 International Fire Code* as amended.
- The *2015 International Fire Code* requires smoke detectors in the same locations as the House Bill.

Installation Criteria:

- Detectors must be installed on the ceiling or wall in accordance with the manufacturers' procedures and recommendations.
- On ceilings, the units must be mounted a minimum of 6 inches from the wall.
- If mounted on a wall, the unit should be mounted 6-12 inches from the ceiling unless otherwise in accordance with the manufacturers procedures. (Note: Many manufacturers allow 4-12 inches from the ceiling. Also, in rooms with vaulted ceilings, the measurements must be taken from the peak of the ceiling, as smoke will rise.)
- Changes in the placement of detectors require the approval of the fire marshal.

The power source for the detectors varies:

Sec. 92.255 (b) states: If a dwelling unit was occupied as a residence before September 1, 2011, or a certificate of occupancy was issued before that date, a smoke alarm installed in accordance with ... {this law} ... may be powered by battery and is not required to be interconnected with other smoke alarms, except that a smoke alarm that is installed to replace a smoke alarm that was in place on the date the dwelling unit was first occupied as a residence must comply with residential building code standards that applied to the dwelling unit on the date of Section 92.252(b).

[INTERPRETATION: New or replacement detectors can be powered by battery or other approved power sources in compliance with the law in effect at the time the units were built. It is not the intent of the law to require you to pull wiring or run electrical circuits for the smoke detectors unless extensive remodeling is occurring, per our interpretation.]

**TENANT LIABILITY:**

A tenant is liable if the tenant removes a battery from a smoke alarm without immediately replacing it with a working battery or knowingly or intentionally damages a smoke alarm causing it to malfunction.

It is illegal to remove or in any manner disable a smoke detector.

**PENALTIES:**

Under HB 1168:

- Tenant is liable to landlord and the tenants' guests for damages suffered because tenant removed battery or disconnected or caused malfunction to alarm.

- Tenant is not liable for damages suffered by landlord if damages were caused by landlords' failure to repair alarm.
- Landlord is liable to tenant and tenants' guests for damages suffered because landlord failed to install, inspect or repair a smoke detector.
- The *International Fire Code* provides a fine of up to \$2,000 per violation per day for non-compliance with the IFC.

It is recommended that it state in your lease in underlined or boldfaced print, a statement to the effect that the tenant must not disconnect or intentionally damage a smoke alarm or remove the battery without immediately replacing it with a working battery or otherwise disable a smoke alarm, and that the tenant may be subject to damages, civil penalties, and attorney's fees under Section 92.2611 of the Property Code.

**Local Laws:** The installation and requirements for smoke detectors in existing apartments are included in 2015 IFC 1103.7, and in new installations, under 907.2.11.2, and 907.2.11.5 through 907.2.11.7, which closely mirror the State Law. ***Fines for violation of the IFC are up to \$2000 per day per violation.***

Of particular note is 15IFC907.2.11.2 (4) which states:

4. Each residential property used for rental purposes, regardless of if it is a single family or multi-family dwelling, shall be equipped with operating smoke detectors in accordance with IRC R314 and the IFC. The landlord is responsible for the installation and maintenance of the detector(s). If the lease agreement specifies that the batteries in the detector are the responsibility of the tenant, the landlord is still responsible for ensuring that all detectors are working properly, including replacement of batteries as needed. However, any tenant or other person that renders a smoke detector inoperable by removing a battery or who fails to replace a weak battery or who removes or otherwise renders a smoke detector inoperable in any way is in violation of this section."