



# SMOKE DETECTORS

## Rent Stabilization Bulletin

The Los Angeles Municipal Code requires that all dwelling units have permanently installed (electrically wired) smoke detectors by August 1, 1983. Effective July 1, 2015, all battery-operated smoke alarms must also (1) contain a non-replaceable, non-removable battery that is capable of powering the smoke alarm for at least 10 years, and (2) display the date of manufacture, provide a place on the device where the date of installation can be written, and incorporate a hush feature.

The law requires that by January 1, 2016, owners of a dwelling unit intended for human occupancy in which one or more units is rented or leased shall install additional smoke alarms, as needed, to ensure that smoke alarms are located in compliance with current building standards. Existing alarms installed need not be replaced unless the alarm is inoperable.

To meet this legal requirement, the Rent Stabilization Ordinance allows landlords to pass the costs of the detectors on to the tenant. This may be done as an automatic surcharge. This bulletin addresses the automatic surcharge as set forth in the Rent Adjustment Commission Regulation on Smoke Detectors.

### NOTIFICATION OF TENANTS

Before the smoke detector charge can be collected, a 30-day written notice must be given to the tenant, as required by State law whenever there is a change in any term or condition of tenancy.

In addition, the landlord must give written notice to a tenant detailing:

1. The cost of the detector(s)
2. The costs of installation.
3. The number of months the tenant will have to pay the charge.
4. The month and year the charge will begin and the month and year it will end.

This notice must be given to the tenant within two months of smoke detector installation or by May 31, 1981, whichever is later.

Central (Wilshire) Regional Office  
3550 Wilshire Blvd., 15<sup>TH</sup> Floor  
Los Angeles, CA 90010

East Regional Office  
2130 E. 1st St, Suite 2600  
Los Angeles, CA 90033

South Regional Office  
690 Knox St., Suite 125  
Los Angeles, CA 90502

CD-8 Satellite Office  
8475 S. Vermont Ave., 2nd Floor  
Los Angeles, CA 90044

West Regional Office  
1645 Corinth Ave., Suite 104  
Los Angeles, CA 90025

North (Valley) Regional Office  
6400 Laurel Canyon Blvd., Suite 610  
North Hollywood, CA 91606



CITY OF LOS ANGELES



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### **ALLOWABLE COSTS**

The Rent Adjustment Commission Regulation allows landlords to recover the following costs from the tenant(s):

1. The purchase price of the detector(s).
2. The installation costs of the detector(s).

Upon request, landlords must show tenants all available documents used in determining actual costs as well as the mathematical calculations by which the landlord determined the cost per detector. Replacements of defective units are not eligible costs.

### **RATE OF RECOVERY**

The landlord may collect \$3.00 per detector per month for permanent electric detectors.

### **TERMINATION OF THE SMOKE DETECTOR CHARGE**

After the tenant has paid the full cost of the smoke detector(s), the temporary charge must be deducted from the rent.

### **EFFECT ON THE ANNUAL INCREASE**

The Rent Stabilization Ordinance prohibits the landlord from including the smoke detector charge when calculating the annual increase. However, smoke detectors installed prior to January 1, 1981 are exempt from this provision and the costs can be included when the landlord calculates the yearly rent increase.

### **EFFECT ON SMOKE DETECTOR CHARGE AFTER A VOLUNTARY VACANCY**

Any new tenant may not be assessed a smoke detector charge unless new detectors are installed.

THIS INFORMATION IS OFFERED FREE OF CHARGE TO THE GENERAL PUBLIC.

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