

NORTHERN TERRITORY OF AUSTRALIA

**FIRE AND EMERGENCY AMENDMENT (SMOKE ALARM)
REGULATIONS 2011**

Subordinate Legislation No. 43 of 2011

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NORTHERN TERRITORY OF AUSTRALIA

Subordinate Legislation No. 43 of 2011*

Fire and Emergency Amendment (Smoke Alarm) Regulations 2011

I, Thomas Ian Pauling, Administrator of the Northern Territory of Australia, acting with the advice of the Executive Council, make the following regulations under the *Fire and Emergency Act*.

Dated 23 August 2011

T. I. PAULING
Administrator

By His Honour's Command

D. P. LAWRIE
Minister for Justice and Attorney-General
acting for
Minister for Police, Fire and Emergency Services

* Notified in the *Northern Territory Government Gazette* on 31 August 2011.

1 Citation

These Regulations may be cited as the *Fire and Emergency Amendment (Smoke Alarm) Regulations 2011*.

2 Commencement

These Regulations commence on 1 November 2011.

3 Regulations amended

These Regulations amend the *Fire and Emergency Regulations*.

4 Regulation 2 amended

Regulation 2

insert (in alphabetical order)

caravan means a habitable structure designed to be towed or carried by a motor vehicle (whether or not the structure has wheels), and includes an annex attached to the structure.

manufactured home means a structure that:

- (a) has the character of a dwelling house; and
 - (b) is designed to be able to be moved from one place to another;
- and includes an annex attached to the structure.

moveable dwelling means:

- (a) a manufactured home; or
- (b) a caravan; or
- (c) a permanently sited tent that:
 - (i) has a permanent floor structure; and
 - (ii) is used or offered for use for residential purposes.

5 Regulation 12 replaced

Regulation 12

repeal, insert

12 Accommodation parks

- (1) An accommodation park owner commits an offence if the owner fails to do any of the following in relation to the accommodation park:
- (a) ensure all moveable dwellings in the park are separated from each other, buildings, internal roadways and the boundary of the park by at least 3 m at every point;
 - (b) ensure access into and within the park is sufficient to enable fire-fighting vehicles to enter and access all areas of the park;
 - (c) comply with AS 2441 (Installation of fire hose reels) in relation to the installation of fire hose reels in the park;
 - (d) ensure flammable or combustible material does not accumulate in the park in a way that constitutes a danger by fire;
 - (e) prepare an emergency management plan for the park showing the number of each site and the location of fire-fighting equipment and evacuation points in the park;
 - (f) ensure all staff employed at the park are trained in the procedures contained in the plan;
 - (g) ensure a copy of the plan is:
 - (i) given to each person who occupies a site in the park; and
 - (ii) displayed in at least one prominent location within the park.

Maximum penalty: 100 penalty units.

Note for subregulation (1)

Requirements relating to the installation and maintenance of smoke alarms are contained in Part 2A.

(2) In this regulation:

accommodation park means an area of land used or intended to be used (whether seasonally or not) as a complex of sites or moveable dwellings or both, for which rights of occupancy are conferred under site agreements (whether with or without common areas that may include bathroom, toilet and laundry facilities).

accommodation park owner, for an accommodation park, means any person who is (either wholly or partly) the owner of the business that operates the park.

site agreement means an agreement under which an accommodation park owner grants another person, for valuable consideration, a right to:

- (a) occupy a site in the owner's accommodation park, and place a caravan on the site, for residential purposes; or
- (b) occupy a site in the owner's accommodation park, and a moveable dwelling made available on the site by the accommodation park owner, for residential purposes.

Part 2A Requirements relating to smoke alarms

13 Definitions

In this Part:

class 1 building means a building that, under the Building Code, is classified as a class 1 building.

class 2 building means a building that, under the Building Code, is classified as a class 2 building.

class 3 building means a building that, under the Building Code, is classified as a class 3 building.

class 4 part of a building means a part of a building that, under the Building Code, is classified as a class 4 building.

hire agreement means an agreement under which the owner of a moveable dwelling grants to another person (whether or not for valuable consideration):

- (a) a right which may be (but need not be) an exclusive right to occupy the dwelling for residential purposes; or
- (b) a right to otherwise use the dwelling.

hirer, for a moveable dwelling, means:

- (a) any person who has a right to occupy or use the dwelling under a hire agreement; or
- (b) if the right to occupy or use the dwelling has been transferred in any way to another person – the other person.

Example

A right to occupy or use a moveable dwelling may be transferred by a hirer entering into a sub-hire agreement or an assignment of a hire agreement.

information statement means the information given to the tenant or hirer under regulation 13D(1)(e).

residential premises means:

- (a) a class 1 building; or
- (b) a sole occupancy unit in a class 2 building; or
- (c) a class 3 building; or
- (d) a class 4 part of a building.

tenancy agreement means an agreement under which the owner of residential premises grants to another person (whether or not for valuable consideration) a right which may be (but need not be) an exclusive right to occupy the premises for residential purposes.

tenant, for residential premises, means:

- (a) any person who has a right to occupy the premises under a tenancy agreement; or
- (b) if the right to occupy the premises has been transferred in any way to another person – the other person.

Example

A right to occupy residential premises may be transferred by a tenant entering into a sub-tenancy agreement or an assignment of a tenancy agreement.

wired, in relation to a smoke alarm, means the smoke alarm:

- (a) is hard wired to mains electricity; and
- (b) has an internal stand-by battery designed to be replaced by the user.

13A Requirement to install smoke alarms

- (1) The owner of residential premises or a moveable dwelling must ensure approved smoke alarms are installed in the premises or dwelling in accordance with the requirements of regulation 13B.

Maximum penalty: 10 penalty units.

- (2) However, if on the commencement of this regulation one or more ionisation smoke alarms have been installed in the residential premises or moveable dwelling in accordance with the requirements of regulation 13B, subregulation (1) does not apply in relation to the premises or dwelling until the earlier of the following:

- (a) if an ionisation smoke alarm installed in the premises or dwelling ceases to function – the day of the cessation;
- (b) if the owner enters into a contract to sell the premises or dwelling – the day before the date of settlement of the contract;
- (c) if the owner agrees to enter into a tenancy agreement, or renew or extend a tenancy agreement, in relation to the premises – the day before the tenancy agreement or renewal or extension takes effect;
- (d) if the owner agrees to enter into a hire agreement, or renew or extend a hire agreement, in relation to the dwelling – the day before the hire agreement or renewal or extension takes effect.

- (3) In this regulation:

approved smoke alarm means a photo-electric type smoke alarm that:

- (a) complies with AS 3786 (Smoke alarms); and
- (b) is wired or is a sealed 10 year lithium battery unit.

ionisation smoke alarm means an ionisation type smoke alarm that complies with AS 3786 (Smoke alarms).

13B Installation

- (1) For residential premises, smoke alarms must be installed in accordance with the following:
- (a) for a class 1a building – specification 3.7.2.3 of the Building Code;

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- (b) for a class 1b building – specification 3.7.2.4 of the Building Code;
 - (c) for a sole-occupancy unit in a class 2 building or a class 4 part of a building – specification E 2.2a, clause 3(c)(i) of the Building Code;
 - (d) for a class 3 building – specification E 2.2a of the Building Code.
- (2) For a manufactured home to which subregulation (1) does not apply and for a tent, smoke alarms must be installed on or near the ceiling:
 - (a) in every corridor or hallway associated with a bedroom; or
 - (b) if there is no corridor or hallway associated with a bedroom – between the part of the dwelling containing the bedroom and the remainder of the dwelling.
 - (3) For a caravan, one smoke alarm must be installed on the ceiling of the caravan.
 - (4) If it is not practicable for a smoke alarm to be installed at the location required under this regulation, the smoke alarm may be installed at another location that will provide a warning to occupants of the residential premises or moveable dwelling.

Example for subregulation (4)

A smoke alarm that is regularly activated by steam from a bathroom or smoke or fumes from a kitchen may be moved to another appropriate location.

13C Maintenance in residential premises and moveable dwellings used by owner

- (1) This regulation applies to:
 - (a) residential premises that are occupied for residential purposes by the owner of the premises; and
 - (b) a moveable dwelling that is occupied for residential purposes, or used for sleeping, by the owner of the dwelling.
- (2) The owner of the residential premises or moveable dwelling must do the following:
 - (a) test each smoke alarm in the premises or dwelling, in accordance with regulation 13E, at intervals of not more than 12 months;

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- (b) immediately replace a smoke alarm that does not function when tested;
 - (c) immediately replace a stand-by battery in a wired smoke alarm in the premises or dwelling, in accordance with the manufacturer's instructions, if:
 - (i) the battery is spent; or
 - (ii) the owner is aware the battery is almost spent;
 - (d) clean each smoke alarm in the premises or dwelling in accordance with the manufacturer's instructions at intervals of not more than 12 months.

Maximum penalty: 5 penalty units.

Note for paragraph (c)

A smoke alarm may emit a warning signal (for example, a beeping sound) when its battery is almost spent.

Note for paragraph (d)

The manufacturer's instructions may require that the smoke alarm be cleaned with a vacuum cleaner to remove dust and other materials that may hinder its performance.

13D Maintenance in residential premises and moveable dwellings used by tenant or hirer

- (1) Within 30 days before the start of a tenancy agreement in relation to residential premises, or a hire agreement in relation to a moveable dwelling, the owner of the premises or dwelling must do the following:
 - (a) test each smoke alarm in the premises or dwelling in accordance with regulation 13E;
 - (b) replace a smoke alarm that does not function when tested;
 - (c) replace a stand-by battery in a wired smoke alarm in the premises or dwelling, in accordance with the manufacturer's instructions, if:
 - (i) the battery is spent; or
 - (ii) the owner is aware the battery is almost spent;
 - (d) clean each smoke alarm in the premises or dwelling in accordance with the manufacturer's instructions;

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- (e) give the tenant or hirer written information about testing and maintaining the smoke alarms.

Maximum penalty: 5 penalty units.

Note for paragraph (c)

A smoke alarm may emit a warning signal (for example, a beeping sound) when its battery is almost spent.

Note for paragraph (d)

The manufacturer's instructions may require that the smoke alarm be cleaned with a vacuum cleaner to remove dust and other materials that may hinder its performance.

- (2) During the term of a tenancy agreement or hire agreement, the tenant of the residential premises or hirer of the moveable dwelling must do the following:

- (a) test each smoke alarm in the premises or dwelling, in accordance with regulation 13E, at intervals of not more than 12 months;
- (b) if a smoke alarm does not function when tested – advise the owner of the premises or dwelling as soon as practicable;
- (c) replace each stand-by battery in a wired smoke alarm in the premises or dwelling, in accordance with the information statement, if:
 - (i) the battery is spent; or
 - (ii) the tenant or hirer is aware the battery is almost spent;
- (d) clean each smoke alarm in the premises or dwelling, in accordance with the information statement, at intervals of not more than 12 months.

Maximum penalty: 5 penalty units.

Note for paragraph (c)

A smoke alarm may emit a warning signal (for example, a beeping sound) when its battery is almost spent.

Note for paragraph (d)

The manufacturer's instructions may require that the smoke alarm be cleaned with a vacuum cleaner to remove dust and other materials that may hinder its performance.

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- (3) As soon as practicable after receiving advice under subregulation (2)(b) about a smoke alarm, the owner of the residential premises or moveable dwelling must:

- (a) test the smoke alarm; and
- (b) replace the smoke alarm if it does not function when tested.

Maximum penalty: 5 penalty units.

13E Testing

A smoke alarm must be tested in the following way:

- (a) for an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke – by pressing the button or other device;
- (b) otherwise – by testing the alarm in the way stated in the manufacturer's instructions.

13F Agent may act for owner

- (1) A requirement imposed on an owner to comply with this Part in relation to a smoke alarm at residential premises or a moveable dwelling may be complied with for the owner by the owner's agent.
- (2) However, if the residential premises or moveable dwelling is subject to a tenancy agreement or hire agreement, the tenant or hirer cannot be the owner's agent for complying with this Part.

13G No interference with smoke alarms

- (1) This regulation applies to a smoke alarm installed in residential premises or a moveable dwelling.
- (2) A person must not:
 - (a) subject to regulation 13H(2), remove the smoke alarm; or
 - (b) remove a battery from the smoke alarm; or
 - (c) do anything that would reduce the effectiveness of the warning provided by the smoke alarm.

Maximum penalty: 10 penalty units.

- (3) However, this regulation does not prevent a person from:
 - (a) removing the smoke alarm to comply with regulation 13A; or

-
- (b) removing a battery from the smoke alarm to comply with regulation 13C or 13D.

13H Part applies to all smoke alarms

- (1) To avoid doubt, this Part (other than regulations 13A and 13B) applies in relation to a smoke alarm installed in residential premises or a moveable dwelling even though the smoke alarm is not required to be installed under regulation 13A.
- (2) However, this Part does not prevent the owner of residential premises or a moveable dwelling from removing a smoke alarm that is not required to be installed under regulation 13A.

6 Regulation 20 amended

- (1) Regulation 20, before "For"

insert

- (1)

- (2) After regulation 20(1)

insert

- (2) The Director may, wholly or partly, waive a fee payable under the Act if satisfied:
- (a) payment of the fee would cause financial hardship to the person required to pay the fee; or
- (b) it is reasonable in all the circumstances to do so.

7 Schedule 3 replaced

Schedule 3

repeal, insert

Schedule 3 Infringement notice offences and prescribed amounts

regulation 15

Provision	Prescribed amount in penalty units
sections 21(1), 23(2), 25(4), 28, 30(6)(a), 32, 33, 35(1), 36(1), (3) and (5) and 41(2) of Act	4
regulations 3(1) and (4), 4, 5, 6, 7, 7A(1) to (3), 8, 9(1) and (2), 10, 11(1) and (3) to (6), 11A and 12(1)	4
regulation 13A(1)	1
regulations 13C(2) and 13D(1) to (3)	0.5
regulation 13G(2)	1