

# Alaska State Legislature

## House of Representatives

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*Session*

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### **Sponsor Statement**

### **HB 282 – Uniform Residential Landlord Tenant Act**

Alaska adopted the Uniform Residential Landlord Tenant Act (RLTA) in 1973. The mid-70s was the height of the pipeline construction era and it brought out the worse abuses by landlords as would-be tenants scrambled to find scarce housing.

Its last update was in the mid 90's and new circumstances, technologies and laws require Alaska to review and tweak the rules. HB 282 incorporates changes to protect the tenant without being burdensome to landlords. It integrates property management best practices and protects against abuses by either landlord or tenant.

#### **Highlights of the bill include:**

##### **Pet deposit**

HB 282 allows landlords to include a separate pet deposit, thus permitting more dwellings to have pets. Currently pet damage can easily exceed security deposits so landlords exclude them as a general rule because the potential damage cannot be covered under the current caps.

##### **Defines Normal Wear and Tear**

A problem identified by property managers and tenants was the lack of a suitable definition of normal wear and tear.

##### **Require Landlords to Maintain Separate Accounting of Security Funds**

There have been cases of using Peter's money to pay Paul's damages and that's not fair to Peter if he moves out and the money isn't there to refund him his deposits. The security and damage deposits paid to the landlord are in trust for that particular renter and shouldn't be used to cover the cost of repair to a different dwelling. This does not require a separate account for each one but separate accounting of each deposit.

##### **Allows Landlords up to 30 days to Refund Damage Deposit**

The current 14-day limit does not provide the landlord with sufficient time in some cases to assess the cost of the damage. If there is no damage, the 14-day limit remains.

**Confirm Premise Condition**

Similar to renting a car from a car rental firm, the tenant will acknowledge and the landlord will verify the condition of the property upon possession. Either party may use this as the basis to determine if payment for damages is necessary.

**Defines “Service Animals” vs “Comfort Animals” and Pets**

Utilizing the definition used by the American Disabilities Act, service animals are trained to perform a task for a person with disabilities.

**Permits Rental of Dry Cabins**

Uniform law doesn’t currently permit renting facilities that do not have running water. Renting dry cabins in Alaska is common and sometimes highly sought after. As long as both parties desire and recognize the condition, it is permitted.

**Allow Landlords to Restrict the Number of Persons in a Dwelling**

Landlords may limit the number of persons in a dwelling based on applicable law, covenants or in the rental agreement.

**Eviction of Tenants for Illegal Activities**

Current law has not allowed landlords to expedite eviction of tenants for illegal activities such as drug manufacturing, dealing or prostitution.

**Professionally Clean Carpets**

If the landlord professionally cleans the carpets prior to rental; they may require the tenant to professionally clean them when departing.

**Permits Landlords to Attach PFD for Unpaid Rent or Damages**

Landlord will now be able to attach a tenant’s Permanent Fund Dividend distribution if they have a judgment for unpaid rent or damages.