

1 IN THE HOUSE

BY PARKER AND MCKINNON

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HOUSE BILL NO. 827 *am*

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3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act relating to landlord-tenant relations."

7 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

8 * Section 1. AS 34.03.060(c)(2) is repealed.

9 * Sec. 2. Sec. 34.03.070(a) is amended to read:

10 (a) A landlord may not demand or receive prepaid rent or a secur-
11 ity deposit, however denominated, in an amount or value in excess of one
12 month's [TWO MONTHS'] periodic rent.

13 * Sec. 3. Sec. 34.03.070(d) is amended to read:

14 (d) If the landlord wilfully fails to comply with (b) or (c) of
15 this section, the tenant may recover an amount not to exceed twice the
16 actual amount withheld.

17 * Sec. 4. Sec. 34.03.180(a) is amended to read:

18 (a) If, contrary to the rental agreement or [OF] sec. 100 of this
19 chapter, the landlord deliberately or negligently fails to supply
20 running water, hot water, heat, sanitary facilities or other essential
21 services, the tenant may give [WRITTEN] notice to the landlord spe-
22 cifying the breach and may immediately

23 (1) effect the necessary repairs or maintenance and may
24 deduct from the rent the cost of materials used and the labor required
25 to effectuate the repairs and maintenance; if the tenant performs the
26 maintenance or repairs himself, that tenant may, in addition to the
27 cost of materials, deduct from the rent the cost of tenant's time,
28 calculated at the state minimum wage level [PROCURE REASONABLE AMOUNTS
29 OF HOT WATER, RUNNING WATER, HEAT, SANITARY FACILITIES AND ESSENTIAL

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1 SERVICES DURING THE PERIOD OF THE LANDLORD'S NONCOMPLIANCE AND DEDUCT
2 THEIR ACTUAL AND REASONABLE COST FROM THE RENT];

3 (2) recover damages based on the diminution in the fair
4 rental value of the dwelling unit or be excused from paying rent equal
5 to the diminution in the fair rental value of the dwelling unit; or

6 (3) procure reasonable substitute housing during the period
7 of the landlord's noncompliance, in which case the tenant is excused
8 from paying rent for the period of the landlord's noncompliance and, in
9 addition, may recover the amount by which the actual and reasonable cost
10 exceeds rent.

11 * Sec. 5. AS 34.03.180(c) is amended to read:

12 (c) Rights do not arise under this section until the tenant has
13 given [WRITTEN] notice to the landlord. Rights do not arise under this
14 section if the condition was caused by the deliberate or negligent act
15 or omission of the tenant, a member of his family, or other person on
16 the premises with his consent.

17 * Sec. 6. AS 34.03.210 is amended to read:

18 Sec. 34.03.210. TENANT'S REMEDIES FOR LANDLORD'S UNLAWFUL OUSTER,
19 EXCLUSION, OR DIMINUTION OF SERVICE. If the landlord unlawfully removes
20 or excludes the tenant from the premises or wilfully diminishes services
21 to the tenant by interrupting or causing the interruption of electric,
22 gas, water, sanitary or other essential service to the tenant, the
23 tenant may recover possession or terminate the rental agreement and, in
24 either case, recover \$1,000 or [AN AMOUNT NOT TO EXCEED] one and one-
25 half times the actual damages, whichever is greater. If the rental
26 agreement is terminated, the landlord shall return all prepaid rent and
27 security deposits recoverable by the tenant under sec. 70 of this
28 chapter.

29 * Sec. 7. AS 34.03 is amended by adding a new section to read:

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Sec. 34.03.215. UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION.
Violations of this chapter are unlawful acts and practices under AS 45.-
50.471 et seq.

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