

Original sponsors: Parker and McKinnon

1 IN THE HOUSE

BY THE RULES COMMITTEE

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CS FOR HOUSE BILL NO. 827

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IN THE LEGISLATURE OF THE STATE OF ALASKA

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NINTH LEGISLATURE - SECOND SESSION

5

A BILL

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

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

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 AS 34.03.060(c)(2) is repealed.

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

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

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

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

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

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(a) If, contrary to the rental agreement or [OF] sec. 100 of this chapter, the landlord deliberately or negligently fails to supply running water, hot water, heat, sanitary facilities or other essential services, the tenant may give written notice to the landlord specifying the breach and may immediately

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(1) effect the necessary repairs or maintenance and may deduct from the rent the cost of materials used and the labor required to effectuate the repairs and maintenance; if the tenant performs the maintenance or repairs himself, that tenant may, in addition to the cost of materials, deduct from the rent the cost of tenant's time, calculated at the state minimum wage level [PROCURE REASONABLE AMOUNTS 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 34.03.210 is amended to read:

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

23 * Sec. 6. AS 45.50.561 is amended by adding new paragraphs to read:

24 (9) "trade" includes, but is not limited to, residential
25 real property rental transactions encompassed by AS 34.03;

26 (10) "commerce" includes, but is not limited to, residential
27 real property rental transactions encompassed by AS 34.03.
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