

HB

252

LA11 3646 19.49 03/16/81 JA01 0001 07.55 03/17/81

TO JUNEAU INFO FROM MARCIE, ANCHORAGE INFO

U R G E N T

THE FOLLOWING IS AN URGENT MESSAGE THAT NEEDS TO BE DELIVERED FIRST  
THING IN THE MORNING FOR A BEFORE SESSION HEARING:

PAGE 1 OF 2 PAGES

TO: REPRESENTATIVE FRED BROWN, HOUSE JUDICIARY COMMITTEE

FROM: WILSON CORDON, ATTORNEY GENERAL

BY: ROBERT A. EVANS 279-0428  
ASSISTANT ATTORNEY GENERAL  
CONSUMER PROTECTION SECTION, ANCHORAGE, ALASKA

IT IS IN THE BEST INTEREST OF BOTH LANDLORD AND TENANT TO RESOLVE  
THE AMOUNT OF THE SECURITY DEPOSIT TO BE RETURNED OR WITHHELD AS SOON  
AFTER TERMINATION OF THE TENANCY AS POSSIBLE. THE LANDLORD INTEREST IS  
SERVED BY A PROMPT INVENTORY OF THE RESIDENCE, DETERMINATION OF DAMAGES  
AND THE ABILITY TO RE-RENT THE PREMISES.

THE INTEREST OF THE TENANT IS SERVED BY QUICK RESOLUTION OF ANY  
PROBLEMS AND TIMELY RETURN OF THEIR SECURITY DEPOSIT. THIS IS ESPECIAL-  
LY IMPORTANT TO LOWER INCOME TENANTS. ALLOWING MORE TIME FOR RETURN OF  
WILL IN EFFECT CREATE A "DUAL DEPOSIT" REQUIREMENT FOR ALL TENANTS.

Introduced: 3/4/81  
Referred: Judiciary

1 IN THE HOUSE

BY ANDERSON BY REQUEST

2 HOUSE BILL NO. 252

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 TWELFTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act relating to the obligations of landlords."

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

8 \* Section 1. AS 34.03.070(b) is amended to read:

9 (b) Upon termination of the tenancy, property or money held by  
10 the landlord as prepaid rent or as a security deposit may be applied to  
11 the payment of accrued rent and the amount of damages which the landlord  
12 has suffered by reason of the tenant's noncompliance with AS 34.03.120.  
13 The accrued rent and damages must be itemized by the landlord in a  
14 written notice delivered to the tenant together with the amount due no  
15 later than 30 [14] days after all of the following have occurred: term-  
16 ination of the tenancy, [AND] delivery of possession by the tenant, and  
17 notice to the landlord of an address to which notices to the tenant may  
18 be sent. "Damages" do not include wear resulting from ordinary use of  
19 the premises.

20  
21 1. Am. → Dual inspection both by landlord & tenants.  
22  
23  
24  
25  
26  
27  
28  
29

(d) Within 14 days after the written offer has been delivered to the landlord, the landlord may refuse consent to a sublease or assignment by a written rejection signed and delivered by him to the tenant, containing one or more of the following reasonable grounds for rejecting the prospective occupant:

- (1) insufficient credit standing or financial responsibility;
- (2) number of persons in the household;
- (3) number of persons under 18 years of age in the household;
- (4) unwillingness of the prospective occupant to assume the same terms as are included in the existing rental agreement;
- (5) proposed maintenance of pets;
- (6) proposed commercial activity; or
- (7) written information signed by a previous landlord, which shall accompany the rejection, setting out abuses of other premises occupied by the prospective occupant.

(e) In the event the written rejection fails to contain one or more grounds permitted by (d) of this section for rejecting the prospective occupant, the tenant may consider the landlord's consent given, or at his option may terminate the rental agreement by a written notice given without unnecessary delay to the landlord at least 30 days before the termination date specified in the notice.

(f) If the landlord does not deliver a written rejection signed by him to the tenant within 14 days after a written offer has been delivered to him by the tenant, the landlord's consent to the sublease or assignment shall be conclusively presumed. (§ 1 ch 10 SLA 1974)

### Article 3. Landlord Obligations.

**Section**

- 70. Security deposits; prepaid rent
- 80. Disclosure
- 90. Landlord to supply possession of the dwelling unit

**Section**

- 100. Landlord to maintain fit premises
- 110. Limitation of liability

**Sec. 34.03.070. Security deposits; prepaid rent.** (a) A landlord may not demand or receive prepaid rent or a security deposit, however denominated, in an amount or value in excess of two months' periodic rent.

(b) Upon termination of the tenancy, property or money held by the landlord as prepaid rent or as a security deposit may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with § 120 of this chapter. The accrued rent and damages must be itemized by the landlord in a written notice delivered to the tenant together with the amount due no later than 14 days after termination of the tenancy and delivery of possession by the tenant. "Damages" do not include wear resulting from ordinary use of the premises.

(c) All money paid to the landlord by the tenant as prepaid rent or as a security deposit in a lease or rental agreement shall be promptly deposited by the landlord, wherever practicable, in a trust account in a

red to the  
assignment  
the tenant,  
bonds for

bank, savings and loan association, or licensed escrow agent, and the landlord shall provide to the tenant the terms and conditions under which the prepaid rent or security deposit or portions of them may be withheld by the landlord; nothing in this chapter prohibits the landlord from commingling prepaid rents and security deposits in a single financial account.

ld;  
the same

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

hich shall  
s occupied

(e) This section does not preclude a landlord or tenant from recovering other damages to which he may be entitled under this chapter.

e or more  
rospective  
iven, or at  
ten notice  
ays before

(f) The holder of the landlord's interest in the premises at the time of the termination of the tenancy is bound by this section. (§ 1 ch 10 SLA 1974)

ed by him  
elivered to  
ssignment

**Sec. 34.03.080. Disclosure.** (a) The landlord or person authorized to enter into a rental agreement on his behalf shall disclose to the tenant in writing at or before the commencement of the tenancy the name and address of

- (1) the person authorized to manage the premises; and
- (2) an owner of the premises or a person authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.

fit premises

(b) The information required to be furnished by this section shall be kept current and this section extends to and is enforceable against any successor landlord, owner or manager.

landlord  
t, however  
s' periodic

(c) A person who fails to comply with (a) of this section becomes an agent of each person who is a landlord for the purpose of

- (1) service of process and receiving and receipting for notices and demands; and
- (2) performing the obligations of the landlord under this chapter and under the rental agreement and expending or making available for the purpose all rent collected from the premises. (§ 1-ch 10 SLA 1974)

eld by the  
lied to the  
which the  
nce with §  
emized by  
ether with  
he tenancy  
ot include

**Sec. 34.03.090. Landlord to supply possession of the dwelling unit.** At the commencement of the term the landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and § 100 of this chapter. The landlord may bring an action for possession against any person wrongfully in possession and may recover the damages provided in § 290 of this chapter. (§ 1 ch 10 SLA 1974)

rent or as  
promptly  
count in a

**Sec. 34.03.100. Landlord to maintain fit premises.** (a) The landlord shall

- (1) make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;
- (2) keep all common areas of the premises in a clean and safe condition;

destruction, or disposition of property, or sale. If, however, the landlord deliberately or negligently violates the provisions of this section, he is liable for actual damages and penal damages of an amount not to exceed actual damages.

(e) A public sale authorized under the provisions of this section shall be conducted under the provisions of AS 09.35.140. The landlord may dispose of any property upon which no bid is made at the public sale. (§ 1 ch 10 SLA 1974)

**Sec. 34.03.270. Remedy after termination.** If the rental agreement is terminated, the landlord may have a claim for possession and for rent and a separate claim for actual damages for breach of the rental agreement. (§ 1 ch 10 SLA 1974)

**Sec. 34.03.280. Recovery of possession limited.** A landlord may not recover or take possession of the dwelling unit by action or otherwise, including wilful diminution of services to the tenant by interrupting or causing the interruption of electricity, gas, water, sanitary or other essential services to the tenant, except in case of abandonment, surrender, circumstances beyond his control due to energy conditions, or as permitted in this chapter. (§ 1 ch 10 SLA 1974)

#### **Article 7. Periodic Tenancy, Holdover, and Abuse of Access.**

##### **Section**

290. Periodic tenancy and holdover

300. Landlord and tenant remedies for  
abuse of access

**Sec. 34.03.290. Periodic tenancy and holdover.** (a) While rent is current, the landlord or the tenant may terminate a week to week tenancy by a written notice given to the other at least 14 days before the termination date specified in the notice.

(b) The landlord or the tenant may terminate a month to month tenancy by a written notice given to the other at least 30 days before the rental due date specified in the notice.

(c) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or after its termination, the landlord may bring an action for possession and if the tenant's holdover is wilful and not in good faith the landlord, in addition, may recover an amount not to exceed one and one-half times the actual damages. If the landlord consents to the tenant's continued occupancy, § 20 of this chapter applies. (§ 1 ch 10 SLA 1974)

**Sec. 34.03.300. Landlord and tenant remedies for abuse of access.** (a) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access, or terminate the rental agreement. In either case, the landlord may recover an amount not to exceed the actual damages or one month's periodic rent, whichever is greater. If the landlord terminates the rental agreement, he shall give