

H B

252

SENATE AMENDMENT

By Judiciary Committee

To: Senate Secretary SENATE BILL No. _____

To: _____ HOUSE BILL No. 252 (Jud) am

PAGE: 1 LINE: 19

Insert "landlord or" between "the" and "tenant".

COMMITTEE REPORT
SENATE

5/15/81

L+C added
FURTHER: ~~None~~ *5/18/81*

Date: June 12, 1981

Mr. President:

The Committee on JUDICIARY has had CSHB 252 (FIN) am
relating to the obligations of landlords

under consideration and (a majority of the committee) (the committee)
reports it back with the following recommendations:

- do pass do not pass
- INDIVIDUAL RECOMMENDATIONS*
~~do pass~~ with attached amendments(s) same title
- replace with CS for _____ new title
- and recommends _____
- AND attaches a "Letter of Intent" New Fiscal Note
- reports it back without recommendation
- referred to the _____ Committee

MEMBERS SIGNING
DO PASS
Charles H. Pa.

MEMBERS HAVING
OTHER RECOMMENDATIONS:
Alan M. rec

Patricia Bradley

CHAIRMAN
do pass



Official Business

Alaska State Legislature

Senate

Judiciary Committee

Pouch V
State Capitol
Juneau, Alaska 99811

May 19, 1981

Bruce Horowitz
Supervising Attorney
Alaska Legal Services Corporation
419 Sixth Street, Suite 322
Juneau, Alaska 99801

Dear Bruce:

Thank you for your comments on SB 252.

I will enclose a copy of your letter in each committee member's file for his information and consideration of this proposed legislation.

I appreciate your concerns in this area.

Sincerely,

A handwritten signature in cursive script that reads "Pat".

Senator Patrick M. Rodey
Chairman

PMR/ods

Original sponsor: Anderson by Request

Offered: 4/30/81
Referred: Rules

1 IN THE HOUSE

BY THE JUDICIARY COMMITTEE

2

CS FOR HOUSE BILL NO. 252 (Judiciary) am

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 AS 34.03.070(b) is repealed and reenacted to read:

9

(b) Upon termination of the tenancy, property or money held by

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the landlord as prepaid rent or as a security deposit may be applied to

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the payment of accrued rent and the amount of damages which the landlord

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has suffered by reason of the tenant's noncompliance with AS 34.03.120.

13

"Damages" do not include wear resulting from ordinary use of the pre-

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mises. The accrued rent and damages must be itemized by the landlord

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in a written notice mailed to the tenant's last known address within

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the time limit prescribed by (g) of this section, together with the

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amount due the tenant.

18

* Sec. 2. AS 34.03.070 is amended by adding a new subsection to read:

19

(g) If the ~~tenant~~ ^{LANDLORD OR} gives notice which complies with AS 34.03.290,

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the landlord shall mail the written notice and refund required by (b)

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of this section within 14 days after the tenancy is terminated, and

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possession is delivered by the tenant. If the tenant does not give

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notice which complies with AS 34.03.290, the landlord shall mail the

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written notice and refund required by (b) of this section within 30

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days after the tenancy is terminated, possession is delivered by the

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tenant or the landlord becomes aware that the dwelling unit is aban-

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doned. If the landlord does not know the mailing address of the tenant,

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but knows or has reason to know how to contact the tenant to give the

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notice required by (b) of this section, the landlord shall make a

1 reasonable effort to deliver the notice and refund to the tenant.
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Original sponsor: Anderson by Request

Offered: 4/30/81
Referred: Rules

1 IN THE HOUSE

BY THE JUDICIARY COMMITTEE

2 CS FOR HOUSE BILL NO. 252 (Judiciary) am
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 repealed and reenacted to read:

CHECK WITH
LAW

(b) Upon termination of the tenancy, property or money held by
the landlord as ~~prepaid~~ ^{UNPAID} rent or as 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 AS 34.03.120.
"Damages" do not include wear resulting from ordinary use of the pre-
mises. The accrued rent and damages must be itemized by the landlord
in a written notice mailed to the tenant's last known address within
the time limit prescribed by (g) of this section, together with the
amount due the tenant.

* Sec. 2. AS 34.03.070 is amended by adding a new subsection to read:

2

~~IF THE LANDLORD RECEIVES NOTICE OF TERMINATION TO THE TENANT'S~~

(g) If the tenant gives notice which complies with AS 34.03.290,
the landlord shall mail the written notice and refund required by (b)
of this section within 14 days after the tenancy is terminated, and
possession is delivered by the tenant. If the tenant does not give
notice which complies with AS 34.03.290, the landlord shall mail the
written notice and refund required by (b) of this section within 30
days after the tenancy is terminated, possession is delivered by the
tenant or the landlord becomes aware that the dwelling unit is aban-
doned. If the landlord does not know the mailing address of the tenant,
but knows or has reason to know how to contact the tenant to give the
notice required by (b) of this section, the landlord shall make a

1 reasonable effort to deliver the notice and refund to the tenant.
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LAW OFFICE OF
ALASKA LEGAL SERVICES CORPORATION
419 SIXTH STREET, SUITE 322
JUNEAU, ALASKA 99801
TELEPHONE: (907) 586-6425

May 6, 1981

Senator Patrick Rodey
Chairperson of the Senate Judiciary Committee
Capitol, Room 207
Juneau, Alaska 99801

Re: CS For House Bill No. 252 (Judiciary)

Dear Chairperson Rodey:

It is my opinion that no changes are needed at this time in AS 34.03.070. However, if the CS for House Bill No. 252 moves in the Senate I would make the following suggestion in regard to Section 3 of the Bill, concerning AS 34.03.070(g):

This subsection provides that a tenant will have the right to 14-day notice and refund only if the tenant complies with AS 34.03.290, by giving notice of termination to the landlord. In many cases, it is the landlord who gives notice of termination to the tenant. Under the subsection (g) as written, the landlord might claim the prerogative of waiting 30 days after termination before sending on the notice and refund to the tenant.

I do not believe that this was the intention of the Committee in drafting a new subsection (g). In fact, tenants who are given 30-day notices to quit, are among those people who need their refund as quickly as possible.

Therefore, I propose the following amendment to proposed AS 34.03.070(g):

"If the landlord gives notice of termination to the tenant, or if the tenant gives notice which complies with AS 34.04.290,...",
etc.

Page Two

I hope that my suggestions may be of some help to the Committee,
if the Committee believes that AS 34.03.070 requires modification.

Sincerely,
ALASKA LEGAL SERVICES CORPORATION

Bruce Horowitz
BRUCE HOROWITZ
Supervising Attorney

BH:mm

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LEGIBLY BECAUSE OF POOR QUALITY OF THE
ORIGINAL.

14 days after the written offer has been made, the landlord may refuse consent to a sublease if the rejection signed and delivered to the tenant is one or more of the following reasons: (a) the prospective occupant has a poor credit standing or financial record; (b) the prospective occupant is a minor or a person under 18 years of age in the business of the prospective occupant; (c) the prospective occupant is included in the existing rental agreement; (d) the prospective occupant has a history of maintenance of pets; (e) the prospective occupant is engaged in commercial activity; or (f) the prospective occupant has provided information signed by a previous landlord indicating a history of abuse of other previous occupants.

If the written rejection fails to comply with (d) of this section for rejecting a tenant, the landlord may consider the rental agreement terminated and may terminate the rental agreement by an unnecessary delay to the landlord at the date specified in the notice.

If the landlord does not deliver a written rejection within 14 days after a written offer has been made, the landlord's consent to the sublease is conclusively presumed. (§ 1 ch 10 SLA 1971)

Article 3. Landlord Obligations.

Section

31.03.090. Security deposits; prepaid rent.
31.03.100. Landlord to maintain fit premises.
31.03.110. Landlord to supply possession of the dwelling.

100. Landlord to maintain fit premises.
110. Landlord to supply possession of the dwelling.

31.03.090. Security deposits; prepaid rent. (a) A landlord may not require a tenant to pay or receive prepaid rent or a security deposit in an amount or value in excess of two months' rent. (b) If a security deposit is required, the amount of the security deposit shall be no more than one month's rent. (c) The accrued rent and the amount of damages suffered by reason of the tenant's noncompliance with the terms of the rental agreement shall be paid to the landlord by the tenant as provided in a written notice delivered to the tenant not later than 14 days after termination of the tenancy. "Damages" does not include damages from ordinary use of the premises. (d) The amount of the security deposit shall be paid to the landlord by the tenant as provided in a lease or rental agreement shall be paid to the landlord, wherever practicable, in a trust account.

(d) a credit union, or licensed escrow agent, and the landlord shall provide to the tenant the terms and conditions under which the landlord will accept the security deposit or portions of them may be accepted by the landlord; nothing in this chapter prohibits the landlord from accepting prepaid rents and security deposits in a single payment.

(e) 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 of the security deposit.

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

(g) A holder of the landlord's interest in the premises at the time of the commencement of the tenancy is bound by this section. (§ 1 ch 10 SLA 1971)

31.03.080. Disclosure. (a) The landlord or person authorized to execute a rental agreement on his behalf shall disclose to the tenant, before the commencement of the tenancy the following information: (1) the name and address of the person authorized to manage the premises; and (2) the name and address of the owner of the premises or a person authorized to act for and on behalf of the owner for the purpose of process and for the purpose of receiving and receipting for notices and demands. (b) The information required to be furnished by this section shall be true and correct, and this section extends to and is enforceable against any landlord, owner or manager. (c) A person who fails to comply with (a) of this section becomes an agent of the landlord for the purpose of process and receiving and receipting for notices and demands. (d) This section does not affect the obligations of the landlord under this chapter and does not affect the landlord's obligation to provide for the rental agreement and expending or making available for the tenant the full amount of the rent collected from the premises. (§ 1 ch 10 SLA 1974)

31.03.090. Landlord to supply possession of the dwelling. (a) 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 against any person wrongfully in possession and may recover the damages provided in § 230 of this chapter. (§ 1 ch 10 SLA 1971)

31.03.100. Landlord to maintain fit premises. (a) The landlord shall maintain the premises in a fit and habitable condition; (b) the landlord shall make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition; (c) the landlord shall keep all common areas of the premises in a clean and safe condition.

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

- (1) insufficient credit standing or financial resources;
- (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 accept 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 occupant accompanying the rejection, setting out abuses of the premises by the prospective occupant.

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

(f) If the landlord does not deliver a written rejection to the tenant within 14 days after a written offer is made to him by the tenant, the landlord's consent to the tenancy shall be conclusively presumed. (S 1 ch 10 SLA 1974)

Article 3. Landlord Obligations

Section	Section
70. Security deposits, prepaid rent	100. Landlord's obligation to maintain premises
80. Disclosure	110. Landlord's obligation to provide utilities
90. Landlord to supply possession of the dwelling unit	

Sec. 34.03.070. Security deposit : prepaid rent may not demand or receive prepaid rent or a security deposit, in an amount or value in excess of three months' rent.

(b) Upon termination of the tenancy, property or money paid to the landlord as prepaid rent or as a security deposit may be applied to the payment of accrued rent and the amount of damages to the premises the landlord has suffered by reason of the tenant's noncompliance with § 120 of this chapter. The accrued rent and damages shall be paid to the landlord in a written notice delivered to the tenant within 14 days after the amount due no later than 14 days after termination and delivery of possession by the tenant. "Damages" means wear resulting from ordinary use of the premises.

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

Title 31
 State and local
 Title 32
 Probation, Prisons,
 and Prisoners
 Title 33
 Title 34
 Property
 Title 35
 State and local
 Title 36
 State and local
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 Title 38
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