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(7)

HOUSE COMMITTEE REPORT

Date Referred: February 28, 1992

FURTHER REFERRALS:

Date of Committee Action: 3/30/92

The JUDICIARY Committee considered:

HB 504

HOUSE BILL NO. 504

RENTAL AGREEMENTS

"An Act requiring written rental agreements entered into under the Uniform Residential Landlord and Tenant Act to be stated in readable, clear, and unambiguous language, and making written rental agreements under the Uniform Residential Landlord and Tenant Act subject to the requirements of law defining unfair trade practices for purposes of consumer protection."

RECOMMENDATIONS:

be replaced with CS HB 504 (JUDICIARY) [] the same title [X] a new title

[] have attached amendments(s)

[] do pass

[] do not pass

[X] no recommendations

[] individual recommendations

[] additional referral to the _____ Committee

ADOPTS: _____ letter of Intent

ATTACHES NEW FISCAL NOTE(S): (Dept)

APPROVES PREVIOUS: (Dept/Date)

[] fiscal impact _____

[] fiscal note(s) _____

[] zero fiscal note _____

[X] zero fiscal note(s) DCED, 2-28-92

SIGNING DO PASS	DP	OTHER RECOMMENDATIONS	DNP	NR	AM
<i>[Signature]</i>					
<i>[Signature]</i>	<input checked="" type="checkbox"/>	<i>[Signature]</i>		<input checked="" type="checkbox"/>	
		<i>[Signature]</i>		<input checked="" type="checkbox"/>	
		<i>[Signature]</i>		<input checked="" type="checkbox"/>	

[Signature]
CHAIRMAN'S SIGNATURE

FISCAL NOTE

STATE OF ALASKA
1992 LEGISLATIVE SESSION

BILL NO. HB 504

Revision Date: _____

Department Affected: _____

Title: Rental Agreements

BRU: _____

Sponsor: Representative Gruenberg

Component: _____

Requestor: House Labor & Commerce

COMPONENT SERIAL NO.

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EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 93	FY 94	FY 95	FY 96	FY 97	FY 98
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	0	0	0	0	0	0

CAPITAL	0	0	0	0	0	0
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REVENUE FUND RESOURCE:	0	0	0	0	0	0
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FUNDING: (Thousands of Dollars)

GENERAL FUND						
FEDERAL FUNDS						
OTHER FUND SOURCE:						
TOTAL	0	0	0	0	0	0

POSITIONS:

FULL-TIME	0	0	0	0	0	0
PART-TIME						
TEMPORARY						

Estimate of current year impact: _____

ANALYSIS (Attach a separate page if necessary.)

We don't believe this bill affects us at all.

Prepared By: Sheri Schlotfeldt, Special Assistant to Commissioner Phone: 465-2500

Division: Office of the Commissioner Date: _____

Approved by Commissioner: Glenn A. Olds

Agency: Department of Commerce & Economic Development Date: _____

Distribution (by preparer): Leg. Fin., Legislative Sponsor, Requestor, OMB/DBR, Gov. Legis. Ofc., and Impacted Agency(ies).

State of Alaska

House Majority Leader
COMMITTEES
HOUSE JUDICIARY
HOUSE RULES
HOUSE STATE AFFAIRS
SPECIAL COMMITTEE
MILITARY AND VET. AFFAIRS
LEGISLATIVE COUNCIL



Representative Max F. Gruenberg, Jr.
District 11
Spenard, Upper Midtown Anchorage

P.O. Box V
JUNEAU, AK 99811
(907) 465-3718
465-4968/4986
(SESSION)

3111 C STREET, SUITE 440
ANCHORAGE, AK 99503
(907) 561-7621

M E M O R A N D U M

DATE: March 26, 1992

TO: Members of the House Judiciary Committee

FROM: Representative Max Gruenberg *MFG*

RE: HB 504, "The Plain Language Lease Bill"

I would very much appreciate your support for HB 504.

HB 504 makes it an unfair trade practice for a landlord to provide a written residential rental agreement that is not written in readable, clear and unambiguous language.

If you have any questions please call me or my legislative assistant, Mark Handley, at 465-4986.

Thank you.

HB504.SUP\MTH

(7)

HOUSE COMMITTEE REPORT

Date Referred: February 17, 1992

FURTHER REFERRALS

Judiciary

Date of Committee Action: 2/27/92

The LABOR AND COMMERCE Committee considered:

HB 504

HOUSE BILL NO. 504

RENTAL AGREEMENTS

"An Act requiring written rental agreements entered into under the Uniform Residential Landlord and Tenant Act to be stated in readable, clear, and unambiguous language, and making written rental agreements under the Uniform Residential Landlord and Tenant Act subject to the requirements of law defining unfair trade practices for purposes of consumer protection."

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[] do not pass

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ADOPTS: _____ letter of Intent

ATTACHES NEW FISCAL NOTE(S): (Dept)

APPROVES PREVIOUS: (Dept/Date)

[] fiscal impact _____

[] fiscal note(s) _____

[X] zero fiscal note Commerce

[] zero fiscal note(s) _____

SIGNING DO PASS	DP	OTHER RECOMMENDATIONS	DNP	NR	AM
	✓			X	
	✓			X	
	✓				

CHAIRMAN'S SIGNATURE

State of Alaska

House Majority Leader

COMMITTEES

HOUSE JUDICIARY

HOUSE RULES

HOUSE STATE AFFAIRS

SPECIAL COMMITTEE

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M E M O R A N D U M

DATE: February 19, 1992

TO: Members of the House Labor and Commerce Committee

FROM: Representative Max Gruenberg *MAX*

RE: Scheduling HB 504, "The Plain Language Lease Bill"

I would very much appreciate your support for HB 504.

HB 504 makes it an unfair trade practice for a landlord to provide a written residential rental agreement that is not written in readable, clear and unambiguous language.

If you have any questions please call me or my legislative assistant, Mark Handley, at 465-4986.

Thank you.

HB504.SUP\MTH

34.03.010

§ 34.03.020

PROPERTY

§ 34.03.020

the institution of a forcible entry and de-
tainer action. McCall v. Fickes, 556 P.2d
535 (Alaska 1976).

m Residen-
t. Zeller v.
978).
alker, 613

Article 2. Rental Agreements.

Section

- 20. Terms and conditions of rental agreement
- 30. Effect of unsigned or undelivered rental agreement
- 40. Prohibited provisions in rental agreements

Section

- 50. Separation of rents and obligations to maintain property forbidden
- 60. Sublease and assignment

Sec. 34.03.020. Terms and conditions of rental agreement.

(a) The landlord and tenant may include in a rental agreement clauses and conditions not prohibited by this chapter or by law, including rent, terms of agreement, and other provisions governing the rights and obligations of the parties.

(b) In the absence of agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the dwelling unit.

(c) Rent shall be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit. Unless otherwise agreed, rent is payable at the beginning of any term of one month or less and otherwise in equal monthly installments. Unless otherwise agreed, rent shall be uniformly apportionable from day to day and shall be paid on the date the periodic tenancy begins and payable on or before the same date of each and every month thereafter until the tenancy terminates.

(d) Unless the rental agreement fixes a definite term, the tenancy shall be week to week in the case of a tenant who pays weekly rent, and in all other cases month to month. (§ 1 ch 10 SLA 1974)

NOTES TO DECISIONS

Month-to-month tenancies constitute a special class, not necessarily governed by all provisions of this chapter. McCall v. Fickes, 556 P.2d 535 (Alaska 1976).

Term "rental agreement" not used in connection with month-to-month tenancies. — While "rental agreement" is defined in AS 34.03.360 as "all agreements ... embodying the terms and conditions concerning the use and occupancy of a dwelling unit ..." the term "rental

agreement" is not used in this chapter in connection with month-to-month tenancies. McCall v. Fickes, 556 P.2d 535 (Alaska 1976).

In fact, subsection (d) fixes a month-to-month tenancy, in absence of agreement by the parties to a different term in the rental agreement, if rent is paid on a monthly basis. McCall v. Fickes, 556 P.2d 535 (Alaska 1976).

Applied in Vozar v. Francis, 579 P.2d 1056 (Alaska 1978).