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NATIONAL HOUSING LAW PROJECT  
2150 Shattuck Avenue, Suite 300  
Berkeley, CA 94704  
(415) 548-9400

RETALIATOR. EVICTION PACKET

March 11, 1982

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Overview and model pleadings.

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Cal. Assembly Bill No. 3093 (enacted 1979)  
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Lead case, Edwards v. Habib, 397 F.2d 687 (D.C. Cir. 1968), cert. denied, 393 U.S. 1016 (1969).

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Background Paper 81-2

RENT CONTROL

## RENT CONTROL

### I

#### INTRODUCTION

##### WHY RENT CONTROL SHOULD END

- Because it is unchristian, un-American, and unconstitutional.
- Because it is against God and the Bible.
- Because it is atheist and Communist in origin.
- Because it is unfair, unjust, and discriminatory.
- Because it is arbitrary and unprincipled and unbusinesslike.
- Because it is dictatorial and tyrannical.
- Because it is basically and fundamentally wrong. It makes orphans out of tenants and slaves out of owners.
- Because it gives more money to the tenants to buy whiskey, to gamble, and to throw to the wind...\*

Rent control often evokes strong visceral reactions, as the preceding passage attests. Rent control has been blamed for the fall of France, the fall of the democratic government of Austria, the decrease in the birth rate, and a good many other things. The praise or blame, hostility or applause predictably follow the economic self-interest and social philosophy of the individual. Debates over rent control carry both its proponents and its detractors into complex issues of economics, housing and taxation.

Though there may never be an ultimate resolution of these issues, rent control has existed in one form or another for centuries in scores of countries all over the world. Some sources suggest rent controls may have been used in ancient Rome about 150 B.C and documentation of its existence dates from the Middle Ages in Europe.\*\*

In the United States, state and local rent controls were enacted on a limited basis around the time of World War I.

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\*Statement by the Property Owners Council, Nashville, Tennessee, by Rep. Rich of Pa., 95 CONG. REC. A1469 (1949) quoted in Willis, A Short History of Rent Control Laws, 26 CORNELL L.Q. 54, 97-98 (1950).

\*\*Ibid, pp. 87-88.

"Emergency" rent controls were also enacted during World War II and temporarily renewed by Congress until 1954. New York City, in contrast to the rest of the nation, has had continuous controls, except for the period between 1929 and 1942, since 1921. State and local controls have been in effect in New York since 1950.

The high levels of inflation, which began in the late 1960's and which are still very much with us today, led, in the early 1970's, to the introduction of rent controls in many areas of the United States. Most of these so-called second generation controls were in the megalopolis from Washington, D.C. to New England.

At the federal level, on August 15, 1971, President Nixon ordered a 90-day national freeze on wages and prices, including rents, pursuant to the powers granted him under the Economic Stabilization Act of 1970 (Public Law 91-379, 84 Stat. 799). This temporary freeze was replaced by a phase II economic stabilization program which permitted landlords (1) an annual increase equal to 2.5 percent of the base rent, (2) rent increases based on increases of state and local property taxes, (3) capital improvement increases, (4) base rent increases, and (5) hardship increases. Single family homes and units owned by landlords who owned not more than four rental units were exempt from these controls.

The termination of the phase II controls on January 12, 1973, resulted in the passage of more state and local rent controls. Today, according to the National Multihousing Council, seven states (New York, Maryland, Connecticut, Maine, Massachusetts, Louisiana and Arizona) and Washington, D.C. have statutes relating to rent control. It is said, however, that the statutes in Arizona and Louisiana are actually a means to preclude rent control in those states because they preempt rent control. Arizona's law (Arizona Revised Statutes 33-1329) says, in part:

A. Notwithstanding any other provisions of law to the contrary the state legislature determines that the imposition of rent control on private residential housing units by cities, including charter cities, and towns is of statewide concern. Therefore, the power to control rents on private residential property is preempted by the state. Cities, including charter cities, or towns shall not have the power to control rents.

B. The provisions of subsection A shall not apply to residential property which is owned, financed, insured or subsidized by any state agency, or by any city, including charter city, or town.

The National Multihousing Council also advises that over 250 communities throughout the country have rent control ordinances in effect. By one estimate, about one eighth of all U.S. rentals are under some kind of control.\* Major cities with rent control ordinances include San Francisco, Los Angeles, New York and Boston. Other California communities having rent control include Berkeley, Beverly Hills, Campbell, Carson, Cotati, Davis, Hayward, Hawthorne, Hemet, Lialto, San Bernadino, San Jose, San Marcos, Santa Barbara County and Santa Monica. Several of those ordinances relate to mobile home parks.\*\*

On June 30, 1980, the California voters rejected a rent related measure (Proposition 10) by a vote of 4,090,180 (64.6 percent) to 2,247,395 (35.4 percent). Those opposed to Proposition 10 argued that it would have "eliminated \* \* \* renter \* \* \* protections and made effective future protections impossible.\*\*\*

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\*Fowler, George. "The Bitter Fruit of Rent Control." Nations Business, (August 1978), p. 63.

\*\*A comprehensive review of rent control in California is contained in a December 4, 1980, California Association of Realtors memorandum. Information on the status of rent control legislation and ordinances in other states can be found in "The Spread of Rent Control - Rent Control Activities Through August 15, 1980," prepared by the National Multihousing Council. Both of these documents are available for review in the research division library.

\*\*\*The official title and summary of Proposition 10 prepared by the attorney general says:

RENT, INITIATIVE CONSTITUTIONAL AMENDMENT. Declares rent control to be a matter of local government concern. Provides that rent control shall be imposed only by vote of the people through enactment of local ordinances. Prohibits state-enacted rent control. Permits annual rent increases based on Consumer Price Index and additional increases based on other specified factors. Requires that rent control ordinance establish a commission to resolve grievances involving rent increases. Exempts specified types of rental units from rent control. Prohibits landlord retaliation for exercise of tenant's rights. Repeals existing rent control ordinances as of date of next election. Fiscal impact on state or local governments: No state fiscal effect. Minor increases in local election expenditures. Possible increase in local government costs to administer landlord/tenant grievances.

COMPONENTS OF RENT CONTROL LAWS

Opponents of rent control have successfully attacked local measures on the ground that the state's delegation of police power is insufficient to allow such local enactments. Under the common law rule of municipal corporations, the state possesses all police power relating to any municipal affair, subject only to the federal or state constitutions. Thus, before a locality can enact rent control, the state must sufficiently delegate its police power to the municipality.

Decisions dealing with local rent control indicate that three factors play a role in determining whether a court will find a sufficient delegation of police power: (1) the source of the police power; (2) the language used in the delegation of police power; and (3) the judicial attitude towards rent control.

The literature defines four sources of police power which exist as possible bases for valid local rent control: the city charter, constitutional home rule, legislative home rule, and specific enabling legislation. Most state statutes dealing with rent control contain enabling provisions for local governments to adopt ordinances. Other principal components of rent control legislation include sections covering:

Emergency

Most rent control statutes and ordinances usually include "boiler plate" declarations that say there is an emergency in housing availability and describing the nature of the emergency. Vacancy rates, the trend in rent increases versus increases in operating costs, the percentage of income required to obtain decent housing, and patterns of housing construction and finance are all used to demonstrate the existence of an emergency. The Department of Housing and Urban Development advises that overall vacancy rates at five percent or below, or three percent or less for lower cost rentals, represent critical levels.

Until recent years, almost all courts have viewed the declaration of an emergency as a prerequisite to rent control legislation's constitutionality. Recently, however, several courts have rejected the housing emergency doctrine

and have upheld rent control measures even in the absence of a proven emergency.\*

In any event, an emergency, by definition, is not permanent. Rent control statutes commonly have an automatic expiration date or a date certain at which the law is to be reviewed or renewed.

### Exemptions

Most measures exempt new construction from controls. This is done, of course, to encourage new construction so as to alleviate the emergency housing situation. HUD by regulation since 1975 has asserted its right to ignore rent controls on any rental units it insures or for which it provides rent subsidies. Units renting to tourists are usually excluded as is luxury housing in complexes with a small number of apartments. Exemptions have been upheld by the courts so long as the classifications are reasonable.

### Base Rents and Rollback Provisions

Almost every rent control measure specifies a date which determines the base-period rent. Rent increases are later computed using this figure. Often, the legislation contains a rollback provision selecting a date prior to the enactment of rent controls to set initial rent levels.

Rollback provisions are contained for two reasons. First, the rent charged on a prior date theoretically approximates the rent that would be paid in an open market without the upward pressures leading to rent control. Second, by setting the prior date early enough, the legislation can avoid incorporating landlords' anticipatory, last-minute increases and freezing them into controlled rental levels.

### Rent Adjustments

Most rent control laws provide for rent increases. Such increases are supposed to guarantee landlords adequate income to meet mortgage payments, maintenance, operating expenses, taxes and yield a fair return on investment. What constitutes a "fair" return on investment can be problematical.

\*See "Rent Control: A Practical Guide for Tenant Organizations" from the August 1978 San Diego Law Review.

Several alternative methods for rent adjustment are return on investment formulas, percentage increase with allowable pass-throughs, evaluation of individual cases by rent control boards, using the Consumer Price Index or a percentage thereof, and hardship rent adjustments.

### Eviction Controls

Rent control measures often limit the permissible grounds for eviction and set procedures for local enforcement. It is suggested that eviction controls are a necessary adjunct, especially in times of housing shortages and rapidly increasing rents, if tenants are not to be intimidated if they complain about rent increases or inadequate upkeep.

### Administration, Funding and Enforcement

Rent control measures usually provide for the administration of the controls. Rent adjustment can be placed with an administrator or with a review board. Rent control measures also include provisions for (1) funding the board, administrator and staff; (2) penalties and civil remedies; (3) notice and fair hearing for both landlords and tenants in compliance with minimum standards of due process; and (4) devices for preventing housing deterioration.

It should be noted that administration must be fair and responsive if a rent control law is to meet successfully a court challenge. Rollback provisions coupled with cumbersome adjustment procedures may render rent control legislation confiscatory and unconstitutional.\*

## III

### Effects of Rent Control

Rent control studies, it has been observed, generally seem to support the point of view of those who finance or request them. In general, economists, representatives of financial institutions, landlords and other representatives of the business community oppose rent control and use economic and free market arguments to make their case against it. Often cited are articles or publications discussing the failure of rent control in other states.

\*See Birkenfeld v. Berkeley, 550 p. 2d 1001 (1975), and City of Miami Beach v. Forte Towers, Inc., 305 So. 2d 764 (Fla. 1974).

The opponents arguments might be summarized, in part, by the following excerpt of an article written by Senator Thomas F. Eagleton for the September/October 1979 Journal of Property Management:

Rent control is a prime example of what might be called "panacea politics." It is a quick fix, an instant solution, which its proponents promise will miraculously knock down rents and put up apartments overnight. In practice, of course, just the opposite has proven true. Rent control has produced debacles, not miracles.

Controls have curbed free enterprise and clotted needed development in New York, Washington, D.C. and other cities. Instead of creating more housing, controls have led to slipshod maintenance. Instead of encouraging investment, controls have discouraged it. Instead of promoting preservation of buildings, controls have led to more buildings being boarded up and abandoned. As a result, tax bases have diminished. Neighborhoods have deteriorated. And, in the ultimate irony, rent control has severely wounded the persons whom controls are intended to help the most - senior citizens on fixed incomes, working families with small paychecks, students with part-time jobs. While in the short run, controls may appear to help these renters, in the long run, controls are a trap.

Proponents of rent control usually point out their problems in obtaining suitable housing, at rates they can afford, during times of skyrocketing housing and rental costs. They say that however strong the arguments that rent control is inimical to tenants in the long-term, the fact is that in the short-term it does help many people who are pinched by inflation. Its immediate effect is clear: It keeps rents down. No argument about the long-term can impress poor people (or indeed tenants as a whole) as much as this fact, because paying rent is a short-term problem: It happens every month.

A report done for the California Department of Housing and Community Development is often cited by those who express the opinion that "modern" rent controls do not produce the adverse effects claimed by opponents of rent control. The report says, in part:

The major findings of this updated report are that no evidence of statistical significance can be found to support the contention that short-term moderate rent

control \* \* \* has led to a reduction in conventionally-financed multi-family residential construction, a decline in maintenance, an erosion of the tax base, relative to non-controlled cities, or an increase in abandonments or demolitions. Those studies analyzed since the appearance of the 1976 report are characterized by data rendered suspect because of non-representative sampling and use of highly selective statistics.\*

The following is a summary of certain of the arguments which have been advanced for and against rent control.

#### Arguments Against Rent Control

1. If economic conditions are such that some people cannot afford rents, the solution is society's burden, not the burden of only landlords. Assistance should be provided through federal or state subsidy programs such as that specified in 42 USCA 1437F, "Lower-income housing assistance."
2. Because rent controls limit income from rentals, they create an atmosphere uncondusive to investment in new apartment construction. Rent controls tend to compound the problems. Lenders refuse to lend money for rental housing in rent control areas.
3. If landlords cannot cover both their costs and their profit requirements, they will cut costs. This results in deterioration and even abandonment of property.
4. Property values are related to income from the property. If income is restricted, property value lowers.
5. Rent controls do not work; they have not worked in New York or Massachusetts.\*\*

\*Gilderbloom, John. The Impact of Moderate Rent Control in the United States: A Review and Critique of Existing Literature, California Department of Housing and Community Development, (March 1978), p. 1.

\*\*For a complete treatment of the history of rent control in New York and recommendations for changes to those controls see the Report of the New York State Temporary Commission on Rental Housing which is available in the research division library. This and other articles listed in the selected readings section of this report and available in the library contradict, to some extent, this criticism.

6. Rent controls are expensive to administer and the expense is borne by all taxpayers.
7. Rental housing is not particularly profitable. Controls make the situation intolerable.
8. A free market is the most effective way of dealing with the high rent increase problem.
9. Rent controls negatively affect the community tax base.
10. Private agreements, such as lease arrangements or contracts specifying the terms under which rents may be raised can alleviate the necessity for rent controls.
11. The state should encourage the development of new rental housing through grants, subsidies or tax incentives. Increasing the amount of available rental housing would assist the normal free market mechanism to favorably affect rent levels.
12. If the state would encourage the rapid design and construction of adequate sewer treatment facilities and water supply, this would alleviate the housing shortage which is hurting most citizens.

#### Arguments For Rent Control

1. Apartment vacancy rates in Nevada's larger communities are so low that mobility is restricted. Tenants must pay exorbitant rents or pay the expense of moving.
2. In times of severe housing shortages tenants have no choice but to pay the higher rates.
3. Rents have increased dramatically in recent years but the pay of low income persons has not kept pace with rents.
4. Rents have been raised far beyond the level necessary to cover increased costs to landlords.
5. Landlords exploit housing shortages.
6. Controls restore rents to a level fair to both tenants and landlords.
7. Housing supply is relatively unresponsive to changes in demand and this creates a situation ripe for exploitation. Rent control will curb excess rents.
8. Rent control is an expedient short-term response to a housing shortage. Telling an elderly person living on a fixed income who has just been told that he is getting a big rent increase that "competition will take care of the problem" offers little comfort or help.
9. Large rent increases are caused, in part, by the rapid turnover of ownership of rental housing and mobile home parks. Tenants should not be forced to pay the high profits of short-term speculators, many of whom are citizens of foreign countries and other states, who reap the benefit of Nevada's economy and then leave the state.

RENT CONTROL IN NEVADA

There is no history of rent control in Nevada. There has never been a law that addresses the subject. Several bills, however, considered by the 1979 legislature dealt with the topic of mobile home park space rent review. A discussion of the 1979 legislature's activity pertaining to the mobile home park rent control issue is contained in the appendix of this background paper.

Given Nevada's legal and political traditions, there is little doubt that rent review or control would be enacted by local governments only through state enabling legislation. Nevada is not a home rule state. Neither the cities nor counties have any powers not granted in general laws or in city charters enacted by special laws. Any rent control, rent stabilization and probably even rent review, if it were not voluntary, would require enabling legislation. This was evidenced during the last session when the rent control issue was passed back and forth between the state and local governments like "a hot potato."

The final report of the legislative commission's subcommittee which studied the problems of owners and renters of mobile homes during the 1979-81 interim contains recommendations to increase the supply of mobile home spaces and thereby obviate the need for government intervention into the rent issue. These recommendations relate to financial and technical assistance for mobile homes and mobile home parks and zoning.

The report also notes the subcommittee's view that rent review or control should be addressed at the local level. Speaking to this matter, the subcommittee's report says, in part:

\* \* \* Based on testimony, space rents and mobile home space shortages vary greatly from community to community. It would be grossly improper for the state to impose a rent review measure on a community where such is not needed.\*

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\*It is expected that a survey of Nevada's mobile home park landlords and tenants being performed by Clark County Community College at North Las Vegas, Nevada, will provide information about rent increases in mobile home parks. A report discussing this survey is expected to be completed during the early part of the 1981 legislative session.

Conversely, the state, the subcommittee feels, would be derelict in its responsibility for not providing for the welfare of its growing number of citizens that reside in mobile home parks by not allowing rent review or control of mobile home park space rents if such ever became necessary by virtue of an emergency or widespread rent gouging.

The subcommittee does not advocate rent control. It does, however, believe local governments should have the option to deal with emergencies. It therefore recommends:

The governing body of any city or county be permitted to provide, by ordinance, for the review of increases or the setting of rents charged for mobile home lots or mobile homes and mobile home lots within mobile home parks in that city or county when the governing body of the city or county determines that an emergency exists with regard to the rental of those lots. An emergency exists where the governing body finds that the rate of vacancies in mobile home parks in the city or county is 5 percent or less. (BDR 10-22)

The subcommittee's report concludes that there will never be the need for mobile home space rent review if the 1981 legislature enacted its recommendation. The report says:

It is the subcommittee's firm belief that local governments will make Herculean efforts to increase the number of mobile home spaces so that, as the mobile home park landlords have advised the subcommittee, competition will handle the rent increase problem.

Similar logic could be applied to other forms of rental housing.

SUGGESTED READING\*

Administrative Regulations for the Section 8 Housing Assistance Payments Program--Existing Housing (24 CFR 882) HDR RF-130 (1-29-79).

Andrade, Steven R. and Robert F. Curran. "Toward a Definable Body of Legal Requisites for Rent Control." Legal Problems of Local Government, University of California, Davis Law Review, (Winter, 1977), 273-308.

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Saar, Kenneth K. "Rent Control in the 1970's: The Case of the New Jersey Tenants' Movement." The Hastings Law Journal, (January 1977), 631-683.

Blumberg, Richard E. and Others. "The Emergence of Second Generation Rent Controls." Clearing House Review, (August 1974) 240-249.

"Catching The New York Disease." Time, (April 30, 1979), 71.

Dolan, Mura. "Why the City is so ripe for rent control now." San Francisco Examiner, (May 29, 1979).

Dunne, Dennis D. "Statewide Program In California - provides coordinated section 81 support services for low-income, handicapped, disabled persons." Journal of Housing, (March 1978), 134-136.

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Gilderbloom John. The Impact of Moderate Rent Control In The United States: A Review and Critique of Existing Literature. California Department of Housing and Community Development. (March 1978).

\*These and other publications pertaining to rent control are available for review in the research division's library. Also available are copies of relevant state statutes, local ordinances and court cases.

Howenstine, E. Jay. "European Experience With Rent Controls." Monthly Labor Review, (June 1977), 21-28.

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Hughes, James W. and George Sternlieb. "Rent Control's Impact on the Community Tax Base." Journal of Property Management, (January/February 1980), 41-48.

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Mitchell, Laura Remsen. "When housing is tight, are rent controls necessary?" California Journal, (February 1978). 53-56.

Miles, Barbara. The Theory of Rent Control, Congressional Research Service, Library of Congress, (May 16, 1979).

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Morgenstern, Debra. "Renters in Revolt." McCalls, (October 1980).

Patrick, Kathryn Lori. "Rent Control: A Practical Guide For Tenant Organizations." San Diego Law Review, (Vol. 15, 1978), 1135-1209.

Penzer, Dr. Michael L. The Rent Control Issue in California. Federal Home Loan Bank of San Francisco, (July 1977).

"Rent and Eviction Regulations." Rent Control Division, Office of Rent and Housing Maintenance, New York City Department of Housing Preservation and Development. (September 1, 1977).

"Rent bills defy signs of a slow down." Business Week, (May 12, 1980), 30-31.

Rent Control: a non-solution. Department of Economics and Research, National Association of Realtors, (1977).

Rent Control: An Interim Report to the Assembly Committee on Housing and Community Development. California Assembly. September 15, 1975.

Rent Control Ordinances as of November 7, 1979. Division of Research and Policies Development, California Department of Housing and Community Development.

"Rent Control Status Report." December 4, 1980, memorandum from Pat Stitzenberger to Susan De Santis of the California Association of Realtors.

Rent Controls and the Financial Community. Economics and Research Division, National Association of Realtors, (June 1980).

Rent Regulation in Mobile Home Parks: Assembly Bill 2820 - 1978 (Wray). California Assembly Committee on Housing and Community Development. (November 1, 1978).

Report of the New York State Temporary Commission on Rental Housing. Vol. I and II. (March 1980).

Section 8 Housing Assistance Payments Program For New Construction (24 CFR 930) HDR RF-150 (11-5-79).

Selesnick, Herbert L. Rent Control - A Case For. Lexington Books, Toronto, (1976).

Spivack, Harvey. "Effecting a Rent Control Compromise: A Case Study." Journal of Property Management, (May/June 1980). 166-167.

Stagen, Thomas. "Rent Indexing: A Rent Control Alternative." Journal of Property Management, 302-303.

"The Spread of Rent Control - Rent Control Activities Through August 15, 1980." National Multi Housing Council.

## VI

### APPENDIX

Matters relating to mobile homes were a topic of major concern to the 1979 legislature. The Index and Tables to the 60th Session lists 33 measures which deal, at least in part, with either mobile homes or mobile home parks. Eleven of these measures (A.B. 426, A.B. 453, A.B. 769, A.B. 784, A.C.R. 3, S.B. 173, S.B. 204, S.B. 356, S.B. 455, S.B. 484, S.B. 550) became law.

The mobile home measures which generated the most controversy dealt with rent control and mobile home park landlord tenant rights and duties. These bills came in two groups. First, A.B. 100, A.B. 195, A.B. 390 and A.B. 525 were considered by the assembly committee on commerce. None of these measures, however, became law.

The bills provided different mechanisms for rent review. A.B. 100 called for review and rent level approval to be done by a certified public accountant. A.B. 195 created a seven member commission on mobile home parks to do the reviews and possibly set the level of rent. A.B. 390 provided for a five member board in Clark County to review rents. No rate setting provision, however, was contained in this bill. And, A.B. 525, which contained many other "tenant rights" provisions besides rent review, allowed any city or county to establish a five member board to review rent increases.

The following is a brief summary of certain of the provisions contained in these bills.

#### A.B. 100

1. A.B. 100 declared legislative intent for the need for mobile home park rent control.
2. It established a mechanism for boards of county commissioners to determine by resolution, mobile home park vacancy factors and provided for the exclusion, and termination of such exclusion, from the bill's provisions on account of vacancy factor findings by the boards.
3. It provided for increases in rent calculated on the difference between the consumer price index between a specified base index and current index.
4. It required (a) any proposed increase in rent to be approved by a certified public accountant who is not otherwise in the employ of the landlord and (b) the accountant's fees to be paid by the tenants of the park on a pro rata basis.
5. And, finally, A.B. 100 provided penalties for violations of its provisions.

A.B. 195

1. Declared legislative intent for the need for mobile home park rent control and created a seven member commission on mobile home parks, appointed by the governor for unspecified terms, and defined the board's organization, power and duties, and membership.
2. A.B. 195 exempted mobile home parks which are established by an employer solely for the use and occupancy of his employees.
3. It established a mechanism for boards of county commissioners to determine, by resolution, mobile home park vacancy factors and provided for the exclusion, and termination of such exclusion, from the bill's provisions on account of vacancy factor findings by the county commissioners.
4. It created the regulatory fund for mobile home parks to be paid for out of registration fees.
5. It provided for the annual registration, with the commission, of mobile home parks containing 75 or more mobile home lots, required that each applicant pay a fee of \$1 for each mobile home lot contained in the park and permitted the landlord to recover the fees by charging each tenant an annual \$1 fee for such purpose.
6. It permitted mobile home tenants to petition the commission to review increases in rent or service fees, or decreases in services, when the tenants have received written notice advising them of any increase in rent or service fee in any calendar year which is in excess of the net increases in the consumer price index since the last increase in rent or service fee; or the cumulative increase in the cost of living during the next preceding years when taken together with all increases of rent charged in the park during the same period.
7. It provided for a review and determination of rent increases or service reductions by the commission and established criteria for rent increases which are attributable to increases in utility rates, property taxes and assessments, fluctuations in property value, increases in the cost of living relevant to incidental services and normal repair and maintenance, and capital improvements not otherwise promised or contracted for.
8. It set procedures for petitioning the court for enforcement of commission's orders.
9. And, finally, A.B. 195 provided penalties for violations of its provisions.

A.B. 390 and A.B. 525

The rent review procedures in A.B. 390 and A.B. 525 were somewhat similar and so they will be covered together. They permitted the governing board to provide by ordinance for a five-member board to review increases in the rents charged for mobile home lots if the governing board determines that an emergency exists with regard to these lots.

The bills permitted the board for rent review to (a) receive written complaints concerning mobile home lot rent increases; (b) review any proposed or actual increase in rent; (c) issue public announcements containing the name of the mobile home park against which a complaint has been filed with the board and the park's increase in rent; (d) impose a period of up to 60 days from the scheduled effective date of the proposed increase in rent during which the rent may not be increased; (e) recommend a settlement between the tenant and the landlord through the means of an advisory opinion, mediation or negotiation; and (f) recommend to the board of county commissioners changes in any applicable ordinance or in the procedures of the board for rent control.

A.B. 525, which had many other landlord-tenant provisions, specified that if the governing bodies of a city and county both provide for a board to review rent increases, the board established by the city has exclusive jurisdiction over rent review within the city.

S.B. 549

S.B. 549, which was similar to A.B. 195, was the only mobile home rent control bill to be considered by the senate. It died in the senate committee on the judiciary.

A.B. 768, A.B. 784 and A.B. 787

The assembly committee on commerce reached an impasse on the mobile home rent control bills mentioned earlier and had three measures, A.B. 768, A.B. 784 and A.B. 787, drafted for consideration. A.B. 768, provided for the review of rents and the adjustment of grievances in mobile home parks in certain circumstances. A.B. 787, which did not contain a rent review provision, revised certain duties and requirements under NRS 118.230 to 118.340, inclusive, "Landlord and tenant: Mobile home lots" and added new penalties for violations of its provisions.

A.B. 784 was the "compromise" landlord-tenant bill which passed the legislature. The bill, which became chapter 692,

Statutes of Nevada 1979, does not contain a rent control provision. It does, however, provide that the governing body of each city and county may establish a board to mediate grievances between landlords and tenants of mobile home parks. If such a board is created it must include owners and tenants of mobile home parks as well as members representing the general public. Boards are required to attempt to adjust grievances between landlords and tenants by means of mediation or negotiation, recommend changes in local ordinances relating to mobile home parks, recommend measures to promote equity and encourage the development of mobile home parks to meet community needs. The act specifies that a written rental contract or lease must be executed between a landlord and tenant if so requested by either party. The written rental contract or lease must contain the following 11 specific subjects:

1. Duration of the agreement.
2. Amount of rent, the manner and time of its payment, and the amount of any charges for late payment and dishonored checks.
3. Restrictions on and charges for occupancy by children or pets.
4. Services and utilities included with the lot rental and the responsibility of maintaining or payment for the services and utilities.
5. Fees which may be required and the purposes for which they are required.
5. Deposits which may be required and the conditions for their refund.
7. Maintenance which the tenant is required to perform and any appurtenances he is required to provide.
8. The name and address of the owner of the mobile home park or his authorized agent.
9. Any restrictions on subletting.
10. The number of and charges for persons who are to occupy a mobile home on the lot.
11. Any recreational facilities and other amenities provided to the tenant.

A.B. 784 also specifies certain acts which are not allowed of a landlord or his agent or employee including (1) charging any fee for the tenant's spouse or children other than as provided in the lease; (2) charging any unreasonable fee for pets kept by a tenant in the park; (3) increasing rents or service fees unless such fees apply in a uniform manner to all tenants similarly situated, except that a discount may be selectively given to persons who are handicapped or who are 62 years of age or older; and (4) interrupting, with intent to terminate occupancy, any utility service furnished the tenant except for nonpayment of utility

charges when due. Any landlord who violates the utility service provision is liable to the tenant for actual damages and \$100 in exemplary damages for each day that the tenant is deprived of utility service.

A major point of interest to many in the bill is the removal from previous law of a provision that permitted a landlord to require that, if a tenant sold his mobile home, the mobile home be removed from the park if the mobile home is less than 12 feet wide or more than 10 years old.

Under the bill, unless further restricted by local ordinance, if more than 80 percent of the lots in a mobile home park are occupied, it is unlawful for a mobile home dealer, installer or salesman to rent or lease a vacant mobile home lot unless within 60 days he takes up residence in the mobile home or releases the lot to a qualified tenant. After the expiration of 60 days from the date of rental of the lot to the dealer, installer, or salesman, any qualified tenant is entitled, upon written request to the landlord to obtain release of the lot.

Any landlord who charges or receives any entrance or exit fee to a tenant assuming or leaving occupancy of a mobile home lot is subject to a misdemeanor on the first offense, a gross misdemeanor on the second, and for the third or subsequent offense, is subject to imprisonment for 1-6 years or a fine of not more than \$5,000, or both. Violation of other specified provisions in the bill is a misdemeanor.

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R E S E A R C H   M O N O G R A P H

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SELECTED ISSUES BEFORE  
THE 1981 LEGISLATIVE ASSEMBLY



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There are some who advocate centralization of OPI administration within the AFS division. However, many seniors believe that this would make OPI appear to be a welfare program. They believe that the involvement of local agencies on aging is important and that many seniors would rather do without assistance than have anything to do with welfare.

Another issue facing the 1981 Assembly will be increased services and funding for OPI. Although the 1979 Assembly increased OPI's budget by \$1 million, a spokesman for the Office of Elderly Affairs said that this increase has been largely consumed by inflation. The OPI budget was reduced by two percent during the 1980 Special Session.

Those who advocate increased funding for the program state that additional services could increase its effectiveness. One suggestion is for the establishment of multi-purpose centers administered through the local agencies on aging. Some also suggest funding for respite care programs similar to day-care type programs. This would allow relief for persons who are caring for elderly family members and others in their homes.

#### Rent Control

Rent control is a method to limit escalation of rents that result from a severe housing shortage. Although no state has adopted comprehensive rent control legislation, Massachusetts and Maryland have passed enabling legislation that allows local governments to enact rent controls. New York City and munici-

policies in California and New Jersey have independently adopted rent controls.

A total rent freeze has been imposed only during wartime. (The Nixon Administration imposed a 90-day freeze in 1971, but it applied to all prices, wages, and rents and was intended to combat inflation, not housing shortages.) Today, "second generation" rent controls allow for rents to rise in accordance with some guideline, often the percentage change in the Consumer Price Index. Property taxes and capital improvements may also be passed on to tenants. These second generation controls typically exempt new construction, government subsidized units, hotels and motels, luxury housing, and owner-occupied housing of four units or less.

During the time lag between the rent control proposal and its final enactment, landlords may drastically raise rents. Roll-back provisions, a common feature to combat this practice, select a base rent from a time prior to proposal of the rent control law. All future rent adjustments are calculated from this base rent. Rent controls are usually administered by an elected or appointed rent control board or administrator. In this state a 1973 statewide rent control bill proposed the establishment of a Fair Rent Commission in the Department of Commerce. A report submitted to the Senate Consumer and Business Affairs Committee by the State Housing Division Administrator termed the plan "unmanageable" and said it would require "a staff of 125 in Oregon and a biennial budget of \$3.8 million." The bill was not enacted.

Courts have consistently held that a state of emergency is a prerequisite for the establishment of rent controls. According to the federal Department of Housing and Urban Development, overall vacancy rates of five percent or less (or three percent or less for low cost rentals) constitute a housing emergency. A Portland Bureau of Planning report quoted the city's vacancy rate as of March 31, 1980, at 6.22 percent. Studies by the Northwest District Neighborhood Association and the Portland Tenants Union indicate a much lower rate, particularly in northwest Portland. Statewide data are not maintained.

There have been several attempts to establish rent controls on both a statewide and local basis. The Oregon State Tenants' Association (OSTA), primarily a mobile home park tenants organization, failed to gather enough signatures to put a rent control provision on the November 1980 ballot. The association's initiative would have limited rent to that charged on May 1, 1979, but would have allowed for operating cost increases from that date. No increase could have exceeded the Consumer Price Index in a 12-month period. Controls would have been administered by the courts. According to an OSTA spokesman, the group may attempt another petition drive in the future.

The Portland Housing Coalition, composed of various organizations that serve elderly and low-income persons throughout the city, supported the statewide OSTA measure, but has also drafted its own "fair rent" ordinance for Portland. It proposes that an elected board composed of two landlords, two tenants, and two home owners set an annual ceiling on rent increases. Housing

constructed after passage of the ordinance would not be affected. Landlords owning fewer than three contiguous units would also be exempt. The proposed board would be funded by an annual landlord fee of \$12.

Rather than call for immediate city council approval, according to a coalition representative, the group will "hold back for a year or two to organize and raise money." The spokesman also said that statewide rent control is appropriate, but not possible at this time.

Landlords, investors, realtors, and the homebuilding industry are united in their opposition to rent control. They contend that rent controls will result in decreased construction and maintenance, as well as increased condominium conversion and abandonment. Opponents also argue that subsequent declines in rental property values will shift the tax burden to homeowners. A variety of research studies, many financed by the housing industry, support these contentions.

Rent control advocates can also point to research that supports their point of view. These studies conclude that moderate, second generation rent controls allow maintenance and improvement costs to be passed on to tenants in the form of increased rents. Such controls, supporters assert, guarantee owners a fair and reasonable return on investment.

## Rent Control

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### Persons to Contact:

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Sarah Barnett, Portland Tenants Union, Portland.

Lee Graham, President, Oregon State Tenants' Association, Salem.

Jack Munro, Association of Oregon Realtors, Salem.

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## RENT CONTROL

### I

#### INTRODUCTION

##### WHY RENT CONTROL SHOULD END

- Because it is unchristian, un-American, and unconstitutional.
- Because it is against God and the Bible.
- Because it is atheist and Communist in origin.
- Because it is unfair, unjust, and discriminatory.
- Because it is arbitrary and unprincipled and unbusinesslike.
- Because it is dictatorial and tyrannical.
- Because it is basically and fundamentally wrong. It makes orphans out of tenants and slaves out of owners.
- Because it gives more money to the tenants to buy whiskey, to gamble, and to throw to the wind...\*

Rent control often evokes strong visceral reactions, as the preceding passage attests. Rent control has been blamed for the fall of France, the fall of the democratic government of Austria, the decrease in the birth rate, and a good many other things. The praise or blame, hostility or applause predictably follow the economic self-interest and social philosophy of the individual. Debates over rent control carry both its proponents and its detractors into complex issues of economics, housing and taxation.

Though there may never be an ultimate resolution of these issues, rent control has existed in one form or another for centuries in scores of countries all over the world. Some sources suggest rent controls may have been used in ancient Rome about 150 B.C. and documentation of its existence dates from the Middle Ages in Europe.\*\*

In the United States, state and local rent controls were enacted on a limited basis around the time of World War I.

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\*Statement by the Property Owners Council, Nashville, Tennessee, by Rep. Rich of Pa., 95 CONG. REC. A1469 (1949) quoted in Willis, A Short History of Rent Control Laws, 36 CORNELL L.Q. 54, 87-88 (1950).

\*\*Ibid, pp. 87-88.

"Emergency" rent controls were also enacted during World War II and temporarily renewed by Congress until 1954. New York City, in contrast to the rest of the nation, has had continuous controls, except for the period between 1929 and 1942, since 1921. State and local controls have been in effect in New York since 1950.

The high levels of inflation, which began in the late 1960's and which are still very much with us today, led, in the early 1970's, to the introduction of rent controls in many areas of the United States. Most of these so-called second generation controls were in the megalopolis from Washington, D.C. to New England.

At the federal level, on August 15, 1971, President Nixon ordered a 90-day national freeze on wages and prices, including rents, pursuant to the powers granted him under the Economic Stabilization Act of 1970 (Public Law 91-379, 84 Stat. 799). This temporary freeze was replaced by a phase II economic stabilization program which permitted landlords (1) an annual increase equal to 2.5 percent of the base rent, (2) rent increases based on increases of state and local property taxes, (3) capital improvement increases, (4) base rent increases, and (5) hardship increases. Single family homes and units owned by landlords who owned not more than four rental units were exempt from these controls.

The termination of the phase II controls on January 12, 1973, resulted in the passage of more state and local rent controls. Today, according to the National Multihousing Council, seven states (New York, Maryland, Connecticut, Maine, Massachusetts, Louisiana and Arizona) and Washington, D.C. have statutes relating to rent control. It is said, however, that the statutes in Arizona and Louisiana are actually a means to preclude rent control in those states because they preempt rent control. Arizona's law (Arizona Revised Statutes 33-1329) says, in part:

A. Notwithstanding any other provisions of law to the contrary the state legislature determines that the imposition of rent control on private residential housing units by cities, including charter cities, and towns is of statewide concern. Therefore, the power to control rents on private residential property is preempted by the state. Cities, including charter cities, or towns shall not have the power to control rents.

B. The provisions of subsection A shall not apply to residential property which is owned, financed, insured or subsidized by any state agency, or by any city, including charter city, or town.

The National Multihousing Council also advises that over 250 communities throughout the country have rent control ordinances in effect. By one estimate, about one eighth of all U.S. rentals are under some kind of control.\* Major cities with rent control ordinances include San Francisco, Los Angeles, New York and Boston. Other California communities having rent control include Berkeley, Beverly Hills, Campbell, Carson, Cotati, Davis, Hayward, Hawthorne, Hemet, Rialto, San Bernadino, San Jose, San Marcos, Santa Barbara County and Santa Monica. Several of those ordinances relate to mobile home parks.\*\*

On June 30, 1980, the California voters rejected a rent related measure (Proposition 10) by a vote of 4,090,180 (64.6 percent) to 2,247,395 (35.4 percent). Those opposed to Proposition 10 argued that it would have "eliminated \* \* \* renter \* \* \* protections and made effective future protections impossible.\*\*\*

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\*Fowler, George. "The Bitter Fruit of Rent Control." Nations Business, (August 1978), p. 63.

\*\*A comprehensive review of rent control in California is contained in a December 4, 1980, California Association of Realtors memorandum. Information on the status of rent control legislation and ordinances in other states can be found in "The Spread of Rent Control - Rent Control Activities Through August 15, 1980," prepared by the National Multihousing Council. Both of these documents are available for review in the research division library.

\*\*\*The official title and summary of Proposition 10 prepared by the attorney general says:

RENT, INITIATIVE CONSTITUTIONAL AMENDMENT. Declares rent control to be a matter of local government concern. Provides that rent control shall be imposed only by vote of the people through enactment of local ordinances. Prohibits state-enacted rent control. Permits annual rent increases based on Consumer Price Index and additional increases based on other specified factors. Requires that rent control ordinance establish a commission to resolve grievances involving rent increases. Exempts specified types of rental units from rent control. Prohibits landlord retaliation for exercise of tenant's rights. Repeals existing rent control ordinances as of date of next election. Fiscal impact on state or local governments: No state fiscal effect. Minor increases in local election expenditures. Possible increase in local government costs to administer landlord/tenant grievances.

## II

### COMPONENTS OF RENT CONTROL LAWS

Opponents of rent control have successfully attacked local measures on the ground that the state's delegation of police power is insufficient to allow such local enactments. Under the common law rule of municipal corporations, the state possesses all police power relating to any municipal affair, subject only to the federal or state constitutions. Thus, before a locality can enact rent control, the state must sufficiently delegate its police power to the municipality.

Decisions dealing with local rent control indicate that three factors play a role in determining whether a court will find a sufficient delegation of police power: (1) the source of the police power; (2) the language used in the delegation of police power; and (3) the judicial attitude towards rent control.

The literature defines four sources of police power which exist as possible bases for valid local rent control: the city charter, constitutional home rule, legislative home rule, and specific enabling legislation. Most state statutes dealing with rent control contain enabling provisions for local governments to adopt ordinances. Other principal components of rent control legislation include sections covering:

#### Emergency

Most rent control statutes and ordinances usually include "boiler plate" declarations that say there is an emergency in housing availability and describing the nature of the emergency. Vacancy rates, the trend in rent increases versus increases in operating costs, the percentage of income required to obtain decent housing, and patterns of housing construction and finance are all used to demonstrate the existence of an emergency. The Department of Housing and Urban Development advises that overall vacancy rates at five percent or below, or three percent or less for lower cost rentals, represent critical levels.

Until recent years, almost all courts have viewed the declaration of an emergency as a prerequisite to rent control legislation's constitutionality. Recently, however, several courts have rejected the housing emergency doctrine

and have upheld rent control measures even in the absence of a proven emergency.\*

In any event, an emergency, by definition, is not permanent. Rent control statutes commonly have an automatic expiration date or a date certain at which the law is to be reviewed or renewed.

### Exemptions

Most measures exempt new construction from controls. This is done, of course, to encourage new construction so as to alleviate the emergency housing situation. HUD by regulation since 1975 has asserted its right to ignore rent controls on any rental units it insures or for which it provides rent subsidies. Units renting to tourists are usually excluded as is luxury housing in complexes with a small number of apartments. Exemptions have been upheld by the courts so long as the classifications are reasonable.

### Base Rents and Rollback Provisions

Almost every rent control measure specifies a date which determines the base-period rent. Rent increases are later computed using this figure. Often, the legislation contains a rollback provision selecting a date prior to the enactment of rent controls to set initial rent levels.

Rollback provisions are contained for two reasons. First, the rent charged on a prior date theoretically approximates the rent that would be paid in an open market without the upward pressures leading to rent control. Second, by setting the prior date early enough, the legislation can avoid incorporating landlords' anticipatory, last-minute increases and freezing them into controlled rental levels.

### Rent Adjustments

Most rent control laws provide for rent increases. Such increases are supposed to guarantee landlords adequate income to meet mortgage payments, maintenance, operating expenses, taxes and yield a fair return on investment. What constitutes a "fair" return on investment can be problematical.

\*See "Rent Control: A Practical Guide for Tenant Organizations" from the August 1978 San Diego Law Review.

Several alternative methods for rent adjustment are return on investment formulas, percentage increase with allowable pass-throughs, evaluation of individual cases by rent control boards, using the Consumer Price Index or a percentage thereof, and hardship rent adjustments.

### Eviction Controls

Rent control measures often limit the permissible grounds for eviction and set procedures for local enforcement. It is suggested that eviction controls are a necessary adjunct, especially in times of housing shortages and rapidly increasing rents, if tenants are not to be intimidated if they complain about rent increases or inadequate upkeep.

### Administration, Funding and Enforcement

Rent control measures usually provide for the administration of the controls. Rent adjustment can be placed with an administrator or with a review board. Rent control measures also include provisions for (1) funding the board, administrator and staff; (2) penalties and civil remedies; (3) notice and fair hearing for both landlords and tenants in compliance with minimum standards of due process; and (4) devices for preventing housing deterioration.

It should be noted that administration must be fair and responsive if a rent control law is to meet successfully a court challenge. Rollback provisions coupled with cumbersome adjustment procedures may render rent control legislation confiscatory and unconstitutional.\*

## III

### Effects of Rent Control

Rent control studies, it has been observed, generally seem to support the point of view of those who finance or request them. In general, economists, representatives of financial institutions, landlords and other representatives of the business community oppose rent control and use economic and free market arguments to make their case against it. Often cited are articles or publications discussing the failure of rent control in other states.

\*See Birkenfeld v. Berkeley, 550 p. 2d 1001 (1976), and City of Miami Beach v. Forte Towers, Inc., 305 So. 2d 764 (Fla. 1974).

The opponents arguments might be summarized, in part, by the following excerpt of an article written by Senator Thomas F. Eagleton for the September/October 1979 Journal of Property Management:

Rent control is a prime example of what might be called "panacea politics." It is a quick fix, an instant solution, which its proponents promise will miraculously knock down rents and put up apartments overnight. In practice, of course, just the opposite has proven true. Rent control has produced debacles, not miracles.

Controls have curbed free enterprise and clotted needed development in New York, Washington, D.C. and other cities. Instead of creating more housing, controls have led to slipshod maintenance. Instead of encouraging investment, controls have discouraged it. Instead of promoting preservation of buildings, controls have led to more buildings being boarded up and abandoned. As a result, tax bases have diminished. Neighborhoods have deteriorated. And, in the ultimate irony, rent control has severely wounded the persons whom controls are intended to help the most - senior citizens on fixed incomes, working families with small paychecks, students with part-time jobs. While in the short run, controls may appear to help these renters, in the long run, controls are a trap.

Proponents of rent control usually point out their problems in obtaining suitable housing, at rates they can afford, during times of skyrocketing housing and rental costs. They say that however strong the arguments that rent control is inimical to tenants in the long-term, the fact is that in the short-term it does help many people who are pinched by inflation. Its immediate effect is clear: It keeps rents down. No argument about the long-term can impress poor people (or indeed tenants as a whole) as much as this fact, because paying rent is a short-term problem: It happens every month.

A report done for the California Department of Housing and Community Development is often cited by those who express the opinion that "modern" rent controls do not produce the adverse effects claimed by opponents of rent control. The report says, in part:

The major findings of this updated report are that no evidence of statistical significance can be found to support the contention that short-term moderate rent

control \* \* \* has led to a reduction in conventionally-financed multi-family residential construction, a decline in maintenance, an erosion of the tax base, relative to non-controlled cities, or an increase in abandonments or demolitions. Those studies analyzed since the appearance of the 1976 report are characterized by data rendered suspect because of non-representative sampling and use of highly selective statistics.\*

The following is a summary of certain of the arguments which have been advanced for and against rent control.

#### Arguments Against Rent Control

1. If economic conditions are such that some people cannot afford rents, the solution is society's burden, not the burden of only landlords. Assistance should be provided through federal or state subsidy programs such as that specified in 42 USCA 1437F, "Lower-income housing assistance."
2. Because rent controls limit income from rentals, they create an atmosphere uncondusive to investmert in new apartment construction. Rent controls tend to compound the problems. Lenders refuse to lend money for rental housing in rent control areas.
3. If landlords cannot cover both their costs and their profit requirements, they will cut costs. This results in deterioration and even abandonment of property.
4. Property values are related to income from the property. If income is restricted, property value lowers.
5. Rent controls do not work; they have not worked in New York or Massachusetts.\*\*

\*Gilderbloon, John. The Impact of Moderate Rent Control in the United States: A Review and Critique of Existing Literature, California Department of Housing and Community Development, (March 1978), p. 1.

\*\*For a complete treatment of the history of rent control in New York and recommendations for changes to those controls see the Report of the New York State Temporary Commission on Rental Housing which is available in the research division library. This and other articles listed in the selected readings section of this report and available in the library contradict, to some extent, this criticism.

6. Rent controls are expensive to administer and the expense is borne by all taxpayers.
7. Rental housing is not particularly profitable. Controls make the situation intolerable.
8. A free market is the most effective way of dealing with the high rent increase problem.
9. Rent controls negatively affect the community tax base.
10. Private agreements, such as lease arrangements or contracts specifying the terms under which rents may be raised can alleviate the necessity for rent controls.
11. The state should encourage the development of new rental housing through grants, subsidies or tax incentives. Increasing the amount of available rental housing would assist the normal free market mechanism to favorably affect rent levels.
12. If the state would encourage the rapid design and construction of adequate sewer treatment facilities and water supply, this would alleviate the housing shortage which is hurting most citizens.

#### Arguments For Rent Control

1. Apartment vacancy rates in Nevada's larger communities are so low that mobility is restricted. Tenants must pay exorbitant rents or pay the expense of moving.
2. In times of severe housing shortages tenants have no choice but to pay the higher rates.
3. Rents have increased dramatically in recent years but the pay of low income persons has not kept pace with rents.
4. Rents have been raised far beyond the level necessary to cover increased costs to landlords.
5. Landlords exploit housing shortages.
6. Controls restore rents to a level fair to both tenants and landlords.
7. Housing supply is relatively unresponsive to changes in demand and this creates a situation ripe for exploitation. Rent control will curb excess rents.
8. Rent control is an expedient short-term response to a housing shortage. Telling an elderly person living on a fixed income who has just been told that he is getting a big rent increase that "competition will take care of the problem" offers little comfort or help.
9. Large rent increases are caused, in part, by the rapid turnover of ownership of rental housing and mobile home parks. Tenants should not be forced to pay the high profits of short-term speculators, many of whom are citizens of foreign countries and other states, who reap the benefit of Nevada's economy and then leave the state.

#### IV

#### RENT CONTROL IN NEVADA

There is no history of rent control in Nevada. There has never been a law that addresses the subject. Several bills, however, considered by the 1979 legislature dealt with the topic of mobile home park space rent review. A discussion of the 1979 legislature's activity pertaining to the mobile home park rent control issue is contained in the appendix of this background paper.

Given Nevada's legal and political traditions, there is little doubt that rent review or control would be enacted by local governments only through state enabling legislation. Nevada is not a home rule state. Neither the cities nor counties have any powers not granted in general laws or in city charters enacted by special laws. Any rent control, rent stabilization and probably even rent review, if it were not voluntary, would require enabling legislation. This was evidenced during the last session when the rent control issue was passed back and forth between the state and local governments like "a hot potato."

The final report of the legislative commission's subcommittee which studied the problems of owners and renters of mobile homes during the 1979-81 interim contains recommendations to increase the supply of mobile home spaces and thereby obviate the need for government intervention into the rent issue. These recommendations relate to financial and technical assistance for mobile homes and mobile home parks and zoning.

The report also notes the subcommittee's view that rent review or control should be addressed at the local level. Speaking to this matter, the subcommittee's report says, in part:

\* \* \* Based on testimony, space rents and mobile home space shortages vary greatly from community to community. It would be grossly improper for the state to impose a rent review measure on a community where such is not needed.\*

\*It is expected that a survey of Nevada's mobile home park landlords and tenants being performed by Clark County Community College at North Las Vegas, Nevada, will provide information about rent increases in mobile home parks. A report discussing this survey is expected to be completed during the early part of the 1981 legislative session.

Conversely, the state, the subcommittee feels, would be derelict in its responsibility for not providing for the welfare of its growing number of citizens that reside in mobile home parks by not allowing rent review or control of mobile home park space rents if such ever became necessary by virtue of an emergency or wide-spread rent gouging.

The subcommittee does not advocate rent control. It does, however, believe local governments should have the option to deal with emergencies. It therefore recommends:

- The governing body of any city or county be permitted to provide, by ordinance, for the review of increases or the setting of rents charged for mobile home lots or mobile homes and mobile home lots within mobile home parks in that city or county when the governing body of the city or county determines that an emergency exists with regard to the rental of those lots. An emergency exists where the governing body finds that the rate of vacancies in mobile home parks in the city or county is 5 percent or less. (BDR 10-22)

The subcommittee's report concludes that there will never be the need for mobile home space rent review if the 1981 legislature enacted its recommendation. The report says:

It is the subcommittee's firm belief that local governments will make Herculean efforts to increase the number of mobile home spaces so that, as the mobile home park landlords have advised the subcommittee, competition will handle the rent increase problem.

Similar logic could be applied to other forms of rental housing.

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\*These and other publications pertaining to rent control are available for review in the research division's library. Also available are copies of relevant state statutes, local ordinances and court cases.

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## APPENDIX

Matters relating to mobile homes were a topic of major concern to the 1979 legislature. The Index and Tables to the 60th Session lists 33 measures which deal, at least in part, with either mobile homes or mobile home parks. Eleven of these measures (A.B. 426, A.B. 453, A.B. 769, A.B. 784, A.C.R. 3, S.B. 173, S.B. 204, S.B. 356, S.B. 455, S.B. 484, S.B. 550) became law.

The mobile home measures which generated the most controversy dealt with rent control and mobile home park landlord tenant rights and duties. These bills came in two groups. First, A.B. 100, A.B. 195, A.B. 390 and A.B. 525 were considered by the assembly committee on commerce. None of these measures, however, became law.

The bills provided different mechanisms for rent review. A.B. 100 called for review and rent level approval to be done by a certified public accountant. A.B. 195 created a seven member commission on mobile home parks to do the reviews and possibly set the level of rent. A.B. 390 provided for a five member board in Clark County to review rents. No rate setting provision, however, was contained in this bill. And, A.B. 525, which contained many other "tenant rights" provisions besides rent review, allowed any city or county to establish a five member board to review rent increases.

The following is a brief summary of certain of the provisions contained in these bills.

A.B. 100

1. A.B. 100 declared legislative intent for the need for mobile home park rent control.
2. It established a mechanism for boards of county commissioners to determine by resolution, mobile home park vacancy factors and provided for the exclusion, and termination of such exclusion, from the bill's provisions on account of vacancy factor findings by the boards.
3. It provided for increases in rent calculated on the difference between the consumer price index between a specified base index and current index.
4. It required (a) any proposed increase in rent to be approved by a certified public accountant who is not otherwise in the employ of the landlord and (b) the accountant's fees to be paid by the tenants of the park on a pro rata basis.
5. And, finally, A.B. 100 provided penalties for violations of its provisions.

A.B. 195

1. Declared legislative intent for the need for mobile home park rent control and created a seven member commission on mobile home parks, appointed by the governor for unspecified terms, and defined the board's organization, power and duties, and membership.
2. A.B. 195 exempted mobile home parks which are established by an employer solely for the use and occupancy of his employees.
3. It established a mechanism for boards of county commissioners to determine, by resolution, mobile home park vacancy factors and provided for the exclusion, and termination of such exclusion, from the bill's provisions on account of vacancy factor findings by the county commissioners.
4. It created the regulatory fund for mobile home parks to be paid for out of registration fees.
5. It provided for the annual registration, with the commission, of mobile home parks containing 75 or more mobile home lots, required that each applicant pay a fee of \$1 for each mobile home lot contained in the park and permitted the landlord to recover the fees by charging each tenant an annual \$1 fee for such purpose.
6. It permitted mobile home tenants to petition the commission to review increases in rent or service fees, or decreases in services, when the tenants have received written notice advising them of any increase in rent or service fee in any calendar year which is in excess of the net increases in the consumer price index since the last increase in rent or service fee; or the cumulative increase in the cost of living during the next preceding years when taken together with all increases of rent charged in the park during the same period.
7. It provided for a review and determination of rent increases or service reductions by the commission and established criteria for rent increases which are attributable to increases in utility rates, property taxes and assessments, fluctuations in property value, increases in the cost of living relevant to incidental services and normal repair and maintenance, and capital improvements not otherwise promised or contracted for.
8. It set procedures for petitioning the court for enforcement of commission's orders.
9. And, finally, A.B. 195 provided penalties for violations of its provisions.

### A.B. 390 and A.B. 525

The rent review procedures in A.B. 390 and A.B. 525 were somewhat similar and so they will be covered together. They permitted the governing board to provide by ordinance for a five-member board to review increases in the rents charged for mobile home lots if the governing board determines that an emergency exists with regard to these lots.

The bills permitted the board for rent review to (a) receive written complaints concerning mobile home lot rent increases; (b) review any proposed or actual increase in rent; (c) issue public announcements containing the name of the mobile home park against which a complaint has been filed with the board and the park's increase in rent; (d) impose a period of up to 60 days from the scheduled effective date of the proposed increase in rent during which the rent may not be increased; (e) recommend a settlement between the tenant and the landlord through the means of an advisory opinion, mediation or negotiation; and (f) recommend to the board of county commissioners changes in any applicable ordinance or in the procedures of the board for rent control.

A.B. 525, which had many other landlord-tenant provisions, specified that if the governing bodies of a city and county both provide for a board to review rent increases, the board established by the city has exclusive jurisdiction over rent review within the city.

### S.B. 549

S.B. 549, which was similar to A.B. 195, was the only mobile home rent control bill to be considered by the senate. It died in the senate committee on the judiciary.

### A.B. 768, A.B. 784 and A.B. 787

The assembly committee on commerce reached an impasse on the mobile home rent control bills mentioned earlier and had three measures, A.B. 768, A.B. 784 and A.B. 787, drafted for consideration. A.B. 768, provided for the review of rents and the adjustment of grievances in mobile home parks in certain circumstances. A.B. 787, which did not contain a rent review provision, revised certain duties and requirements under NRS 118.230 to 118.340, inclusive, "Landlord and tenant: Mobile home lots" and added new penalties for violations of its provisions.

A.B. 784 was the "compromise" landlord-tenant bill which passed the legislature. The bill, which became chapter 692,

Statutes of Nevada 1979, does not contain a rent control provision. It does, however, provide that the governing body of each city and county may establish a board to mediate grievances between landlords and tenants of mobile home parks. If such a board is created it must include owners and tenants of mobile home parks as well as members representing the general public. Boards are required to attempt to adjust grievances between landlords and tenants by means of mediation or negotiation, recommend changes in local ordinances relating to mobile home parks, recommend measures to promote equity and encourage the development of mobile home parks to meet community needs. The act specifies that a written rental contract or lease must be executed between a landlord and tenant if so requested by either party. The written rental contract or lease must contain the following 11 specific subjects:

1. Duration of the agreement.
2. Amount of rent, the manner and time of its payment, and the amount of any charges for late payment and dishonored checks.
3. Restrictions on and charges for occupancy by children or pets.
4. Services and utilities included with the lot rental and the responsibility of maintaining or payment for the services and utilities.
5. Fees which may be required and the purposes for which they are required.
6. Deposits which may be required and the conditions for their refund.
7. Maintenance which the tenant is required to perform and any appurtenances he is required to provide.
8. The name and address of the owner of the mobile home park or his authorized agent.
9. Any restrictions on subletting.
10. The number of and charges for persons who are to occupy a mobile home on the lot.
11. Any recreational facilities and other amenities provided to the tenant.

A.B. 784 also specifies certain acts which are not allowed of a landlord or his agent or employee including (1) charging any fee for the tenant's spouse or children other than as provided in the lease; (2) charging any unreasonable fee for pets kept by a tenant in the park; (3) increasing rents or service fees unless such fees apply in a uniform manner to all tenants similarly situated, except that a discount may be selectively given to persons who are handicapped or who are 62 years of age or older; and (4) interrupting, with intent to terminate occupancy, any utility service furnished the tenant except for nonpayment of utility

charges when due. Any landlord who violates the utility service provision is liable to the tenant for actual damages and \$100 in exemplary damages for each day that the tenant is deprived of utility service.

A major point of interest to many in the bill is the removal from previous law of a provision that permitted a landlord to require that, if a tenant sold his mobile home, the mobile home be removed from the park if the mobile home is less than 12 feet wide or more than 10 years old.

Under the bill, unless further restricted by local ordinance, if more than 80 percent of the lots in a mobile home park are occupied, it is unlawful for a mobile home dealer, installer or salesman to rent or lease a vacant mobile home lot unless within 60 days he takes up residence in the mobile home or releases the lot to a qualified tenant. After the expiration of 60 days from the date of rental of the lot to the dealer, installer, or salesman, any qualified tenant is entitled, upon written request to the landlord to obtain release of the lot.

Any landlord who charges or receives any entrance or exit fee to a tenant assuming or leaving occupancy of a mobile home lot is subject to a misdemeanor on the first offense, a gross misdemeanor on the second, and for the third or subsequent offense, is subject to imprisonment for 1-6 years or a fine of not more than \$5,000, or both. Violation of other specified provisions in the bill is a misdemeanor.

# 24 FAIR RENT

## FAIR RENT INITIATIVE 24

*Rents are Rising Faster than Inflation*

- *Keep Rents Reasonable*
- *Conserve Housing*
- *Prevent Unfair Eviction*

To the City Council of the City of Seattle:

We the undersigned registered voters of The City of Seattle, State of Washington, propose and ask for the enactment as an ordinance of the measure known as Initiative Measure 24 entitled:

**Shall the City regulate residential rent increases through a new board; and restrict certain evictions, condominium sales, and housing demolitions?**

a full, true and correct copy of which is included herein, and we petition the Council to enact said measure as an ordinance; and, if not enacted within thirty days from the time of receipt thereof by the City Council, then to be submitted to the qualified electors of the City of Seattle for approval or rejection at the next regular election or at a special election in accordance with Article IV Section 1 of the City Charter; and each of us for himself says: I have personally signed this petition; I am a registered voter of The City of Seattle, State of Washington in the precinct (if known) written after my name, and my residence address is correctly stated.

### SEATTLE VOTERS ONLY

	PETITIONER'S SIGNATURE	PRINTED NAME	RESIDENCE ADDRESS STREET AND NUMBER	PRECINCT (IF KNOWN)
1				
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**KEEP SEATTLE AFFORDABLE**

RETURN ALL PETITIONS TO: ROOF  
1133 23rd Ave.  
Seattle, WA 98122  
322-6545

RETURN BY JULY 11, 1980

# INITIATIVE 24

AN ORDINANCE to address the impact of the shortage of rental housing through a program to limit rent increases for most rental units, and, in aid thereof, to provide for a Rental Housing Board to administer the program, to provide for the financing of the program, to establish standards and procedures for rent adjustments, to maintain the protections of the program by prohibiting unjust evictions, to limit further reductions in the rental housing stock by restrictions on demolitions and sale as condominiums of rental units, to provide standards for the Board to recommend ending of the program when circumstances no longer warrant its existence and to establish enforcement mechanisms and penalties for the violation of this ordinance.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

## PART I

### Section 1. Purpose

A growing shortage of housing units in Seattle, caused by demolition of structurally sound housing, conversion of rental units to condominiums, population influx due to the desirability of the Seattle area as a place to live, and the lack of new construction, has resulted in an extremely low vacancy rate in rental housing. These factors, together with speculation in existing units, have caused rents to rise so rapidly as to constitute a serious housing problem adversely affecting the lives of a substantial portion of Seattle residents. These conditions endanger the public health and welfare, and especially endanger the health and welfare of the poor, minorities, young families and senior citizens.

This ordinance will address these housing problems in a unified and comprehensive manner, reduce the hardship caused by these serious housing problems, preserve the character of the existing housing stock, assure that rental housing costs are at fair and reasonable levels which allow landlords the opportunity to make a fair and reasonable return on investment, and provide for prompt resolution of disputes.

## PART II Definitions

**Section 2.01. Rental unit** means any structure, or part thereof, rented or offered for rent for residential use as a single habitable unit, or, which when last occupied, was so rented, together with all land, structures and services connected with such use.

**Section 2.02. Controlled rental unit** means any rental unit, except a rental unit: (a) in any convent, monastery, hospital, extended medical or convalescent care facility, asylum, or dormitory owned and operated by an educational institution exclusively for the housing of its students and their families;

(b) in a non-profit stock cooperative which is occupied by a shareholder whose share of cooperative stock is substantially equivalent to the share of total building space occupied by the shareholder's unit;

(c) which is governmentally owned, operated or managed, or in which a governmentally subsidized tenant resides, if state or federal laws or regulations exempt that unit from municipal rent control and an actual conflict with the operation of this ordinance exists;

(d) in an owner occupied building or complex of no more than four dwelling units;

(e) in a hotel, motel, inn or tourist home operated primarily for transient guests staying less than thirty days; but once the tenant lawfully resides in the building for more than sixty consecutive days, no exemption from controls may result under this subsection for the unit while it is so occupied;

(f) whose construction is completed, and which is first occupied after the effective date of this ordinance, except for replacement units constructed under Section 8.03(c) of this ordinance; but if a rental unit has been demolished pursuant to a permit applied for after April 16, 1980, but prior to the effective date of this ordinance, or demolished illegally, and new rental units are constructed on land where the demolished unit stood, the landlord may only claim exemption from controls by this subsection for rental units in excess of the number of demolished units;

(g) which is the primary residence of the landlord and is being temporarily rented for a period not to exceed 18 consecutive months, due to the temporary absence of the landlord for that period.

**Section 2.03. Services** means any benefits, privileges, or facilities connected with the use or occupancy of a rental unit, including a proportional part of services shared by the tenant in common with others.

**Section 2.04. Landlord** means any owner, lessor, assignor, sublessor or other person entitled to receive rent, or any agent or successor thereof; but an assignor or sublessor shall not be considered the landlord of a rental unit under this ordinance unless the assignor or sublessor rents out the unit at a greater rate than that lawfully charged by his or her landlord.

**Section 2.05. Tenant** means any person entitled to the use and occupancy of a rental unit.

**Section 2.06. Rent** means the periodic consideration, including any periodic bonus, benefit or gratuity, demanded, accepted or retained for, or in connection with, the use or occupancy of a rental unit, including, but not limited to, periodic consideration for parking, utilities, pets, keys, furniture and subletting.

**Section 2.07. Rental agreement** means any oral, written or implied agreement between a landlord and a tenant for the use and occupancy of a rental unit.

## PART III Rental Housing Board

### Section 3.01. Composition and Appointment

(a) There shall be a Rental Housing Board (Board) in the City of Seattle consisting of seven members appointed by the Mayor and confirmed by the City Council. All members of the Board shall be residents of the City of Seattle. Two shall be landlords, two shall be tenants, and the remaining three neither landlords nor tenants. The non-landlord members shall not be involved in the ownership, management, appraisal, sale, leasing, or financing of real estate, except for their personal use, and such involvement shall result in his or her removal from the Board.

(b) The initial appointments to the Board shall be made by the Mayor no later than January 1, 1981, and such Board members shall act temporarily for a period of sixty days, without confirmation, and for successive sixty day periods thereafter with the approval of the City Council, until the Board's membership has been confirmed by the City Council.

### Section 3.02. Term of Office and Vacancy

The Board members shall each serve a term of three years, except that, of the first appointed Board two shall be appointed to serve an initial term of one year, two shall be appointed to serve an initial term of two years and at least one landlord and one tenant of the remaining three shall be appointed to serve the full three year term. No Board member shall serve more than two consecutive terms. Vacancies on the Board shall be treated as provided in this ordinance and in Article XIX of the City Charter. Within thirty days of the vacancy, the Mayor shall fill it for the remainder of the unexpired term, subject to City Council confirmation.

### Section 3.03. Meetings

(a) The Board shall meet as often as necessary, in public, except as provided by law, according to a published schedule. A substantial portion of the meetings shall be on weekends and evenings.

(b) A quorum shall be four members of the Board. The Board members shall be compensated at the rate of \$50.00 per meeting but each Board member shall receive no more than \$3,750.00 annually.

## Section 3.04. Financing

The Board shall finance its expenses by charging landlords reasonable annual registration fees per unit and by charging reasonable fees for rent adjustment petitions. Such fees may be adjusted annually according to the needs of the Board. Petition fees may be waived if substantial hardship is shown. The City Council shall appropriate funds to finance the initial establishment of the Board and advance funds for the Board's first year of operation. These funds shall be repaid by the Board.

## Section 3.05. Powers and duties

The Board shall have all powers necessary and proper for carrying out the provisions of this ordinance, including, but not limited to:

(a) hiring of necessary staff for the administration of the ordinance, including hearing examiners to conduct hearings pursuant to this ordinance, to whom it may delegate such powers as are appropriate;

(b) administration of oaths or affirmations and issuance of subpoenas;

(c) making such studies, surveys, investigations, and conducting of such hearings as are necessary to carry out its responsibilities;

(d) promulgating rules and regulations necessary to effectuate the purposes of this ordinance; and

(e) all duties specified or implied by this ordinance.

## PART IV Rent Stabilization

**Section 4.01. Consumer Price Index (CPI)** means the Consumer Price Index of All Items for All Urban Consumers in the Seattle-Everett Metropolitan Statistical Area issued by the United States Department of Labor, Bureau of Labor Statistics. The change in the CPI for a given time period shall be the percentage change between the most recent index issued before the beginning of the time period and the most recent index issued before the end of the time period.

### Section 4.02. Base Rent.

Base rent means rent for a controlled rental unit as of July 1, 1979, plus that percentage amount of the rent equal to one-half of the percentage change in the CPI from July 1, 1979 to February 28, 1981, per the following example:

July 1, 1979 rent	=	\$100.00
July 1, 1979 CPI	=	150
February 28, 1981 CPI	=	165
Percentage increase in CPI	=	10%
One-half of CPI increase	=	5%
Base rent	=	\$105.00

(b) If no rent was in effect on July 1, 1979, the base rent means the rent first in effect after that date, plus a percentage increase, calculated in the same manner as in subsection (a), from the date of the first rent to February 28, 1981.

(c) If the unit becomes a controlled rental unit after February 28, 1981, the base rent means the rent first in effect after that date.

### Section 4.03. Temporary Rent Stabilization

Rents, fees and deposits for controlled rental units shall not be increased in any manner, including by reduction in services, between the effective date of this ordinance and February 23, 1981.

### Section 4.04. Registration

(a) The landlord of a controlled rental unit shall register it with the Board, on a form provided by the Board, by February 28, 1981. The initial registration shall include: the amount and type of rent, services, fees and deposits in effect currently and as of July 1, 1979, the address of the controlled unit, the name and address of the landlord and tenants, and if the landlord is not a resident of the City of Seattle, the name and address of the local agent designated by the landlord to accept service of process and other legal notices, together with any other information the Board requires for the enforcement of the ordinance. The form shall be accompanied by the registration fee.

### Section 4.05. Maximum rent

Beginning on March 1, 1981, the maximum rent on any controlled rental unit shall be the base rent, plus any adjustments under this ordinance. No landlord may demand, accept or retain rent in excess of the maximum rent authorized by the ordinance for that unit; however, the parties may agree to a lesser rent.

### Section 4.06. Maximum fees and deposits

(a) No fee or deposit not chargeable as of the base rent date may be demanded, accepted or retained by the landlord of a controlled rental unit after the effective date of this ordinance.

(b) From the effective date of this ordinance through February 28, 1981, no landlord of a controlled rental unit may demand, accept or retain fees or deposits in amounts greater than those lawfully demanded prior to the effective date of the ordinance.

(c) On and after March 1, 1981, no landlord of a controlled rental unit may demand, accept or retain fees or deposits in any amount greater than that chargeable on the base rent date, plus an annual percentage increase equal to that allowed by Section 4.07 of this ordinance.

(d) This section applies to non-periodic fees and deposits. Periodic fees and deposits are considered rent.

(e) Any Board decision on a rent adjustment may adjust the maximum fees and deposits chargeable under this ordinance.

### Section 4.07. General Rent Adjustment

(a) After March 1, 1981, the maximum rent may be increased annually to cover past net cost increases by an amount not more than one-half of the percentage increase in the CPI since March 1, 1981, or the date of any other adjustment under this ordinance, whichever is later. Rents may be adjusted under this section only once in twelve months. If a landlord claiming hardship wishes to increase rent by more than the amount allowed in this section, the landlord may request a special rent adjustment under Section 4.08.

(b) Rents may be increased under this section only after the tenant and the Board are given at least thirty days written notice of the increase on a written form specified by the Board, and only after the landlord's compliance with the requirements of the notice. The notice shall contain:

- (1) the name and address of the tenant;
- (2) the base rent, current rent, proposed adjustment, plus similar information on fees and deposits;
- (3) the nature and amount of net cost increases;
- (4) the date of registration and the date of last adjustment;
- (5) a statement that within ten days of the tenant's written request, the landlord shall make available for inspection and copying, at a reasonable time and place, documentary evidence of the net cost increases;
- (6) a statement of the tenant's right to petition the Board under Section 4.08 of this ordinance to contest the landlord's general adjustment or petition for special adjustment;
- (7) a statement of the percentage increase in the CPI since the last adjustment of rent under this ordinance, as provided by the Board;
- (8) a statement that no rent increase is permitted in the absence of substantial compliance with the Seattle Housing Code.

(c) Notices required in Section 4.07(b) shall be given simultaneously to any controlled rental units in the building or complex for which the landlord seeks general adjustments in the coming twelve months. Failure to give such notice shall operate as a waiver of any right to an adjustment within that year for any unit not so notified.

#### Section 4.08. Special Rent Adjustment and Tenant Challenge to Adjustments

(a) On and after March 1, 1981, a landlord claiming hardship may petition the Board for a special rent adjustment when a general adjustment would not allow him or her the opportunity to make a fair and reasonable return on investment. A tenant may petition the Board to deny any adjustment under Section 4.07 or challenge the landlord's petition under this section. Notice of a petition for a special adjustment by a landlord shall be made in the manner required by Section 4.07, except that the Board may by regulation require the landlord to provide such additional information as may be necessary to determine a fair and reasonable return to the landlord. No landlord may apply for a special adjustment more than once in any twelve month period, except that upon a showing of substantial change in circumstances from the time of the last special adjustment hearing, the Board may, in its discretion, schedule another special adjustment hearing. A tenant shall file his or her petition to deny a rent adjustment under Section 4.07 within thirty days of receipt of the notice under Section 4.07(b).

(b) In making such an adjustment, the Board shall provide the landlord with the opportunity to make a fair and reasonable return on his or her investment in the building or complex. In making a special rent adjustment, the Board may consider, but is not limited to, the following factors, except as limited by Section 4.10:

- (1) the purposes of this ordinance;
- (2) the amount of property taxes;
- (3) operating, maintenance, utility and financing expenses;
- (4) capital improvements;
- (5) the amount of living space and services;
- (6) the condition of the unit, and the level of compliance with the Seattle Housing Code;
- (7) the extent to which the building is being efficiently operated and managed;
- (8) whether the property has been purchased and is being held as a speculative investment as opposed to a long term cash flow investment;
- (9) income tax shelter benefits accruing to the landlord;
- (10) the frequency and amount of past rent increases imposed by the same landlord and
- (11) any other relevant factors.

The Board need not consider all of the listed factors in each individual rent adjustment, but, on its own motion, or the motion of a party, it shall consider any or all of the listed factors.

(c) All hearings shall be consolidated on a building-wide or complex-wide basis.

#### Section 4.09. Effective Date of Rent Adjustment

(a) Proposed general adjustments shall not be stayed by a tenant's petition to deny, but if the Board denies any portion of the proposed adjustment, the tenant may deduct the excess rent paid from subsequent rent payments, or recover it by other legal means.

(b) The Board may grant retroactive effect for a special adjustment to the date the adjustment petition was filed upon showing by the landlord of substantial hardship outweighing any hardship to affected tenants. The impact of such a retroactive grant may be ordered spread over not more than six monthly rental payments.

#### Section 4.10. Costs not passed on to tenants

The following costs may not be passed on to tenants in any rent adjustment:

- (a) increased costs due to refinancing, except to the extent the proceeds of the refinancing were used to make repairs or improvements on the premises or to pay a legally enforceable obligation arising out of the purchase of the premises;
- (b) increased financing costs for controlled rental units purchased after the effective date of this ordinance and within three years of the previous sale except as follows: only one-fourth of such increased costs may be taken into account in the first adjustment following such purchase, and additional one-fourth increments may be taken into account in adjustments during the next three years;
- (c) costs for which the landlord has been or reasonably expects to be reimbursed by insurance payments or other compensation or fund;
- (d) capital improvements not amortized over the useful life of the improvement or luxury capital improvements; but any improvement necessary to maintain a fully habitable or energy efficient dwelling shall not be considered a luxury improvement;
- (e) fines or penalties, including interest, for violation of this ordinance or any law dealing with the controlled rental unit's operation or late payment of taxes;
- (f) depreciation claimed as a federal income tax deduction;
- (g) judgments or settlements paid for claims concerning the landlord's willful, knowing, reckless or negligent act or omission;
- (h) registration or petition fees under this ordinance;
- (i) attorney's fees for evictions in which a tenant has prevailed;
- (j) attorney's fees for other hearings, trials or suits where the landlord does not prevail;
- (k) any cost not reasonably related to the operation of the premises;
- (l) costs whose payment or amount is commercially unreasonable.

#### Section 4.11. Rent Increase Stay for Code Violation

(a) The hearing examiner shall stay the effective date of rent adjustment if it is determined at the rent adjustment hearing that there exists on the premises any substantial violation of the Seattle Housing Code. The adjustment shall not take effect until the landlord has filed with the Board a copy of the appropriate certificate of compliance issued by the City of Seattle, and shall not be retroactive.

(b) Notwithstanding the above, the rent adjustment shall be given immediate effect if the hearing examiner finds that

- (1) the code defect was the result of the tenant's willful or negligent act or omission; or,
- (2) the code defect was not the result of the landlord's willful or negligent act or omission, and there exists no other source of funds, available to the landlord within a reasonable time period, to remedy the defect.

#### Section 4.12. Binding Opinions on Capital Improvements

The Board shall provide by regulation for issuance of binding opinions regarding whether and to what extent the cost of any proposed capital improvement may be passed on to tenants of a controlled rental unit through a rent adjustment. If a hearing is required under these regulations, such hearings shall be governed by Part V of this ordinance.

### PART V Procedure

#### Section 5.01. Reference to Administrative Code

Except as provided herein, the administrative procedures of the Board shall be consistent with the Administrative Code of the City of Seattle.

#### Section 5.02. Hearing Examiners

The Board shall delegate to its hearing examiners power to conduct hearings under this ordinance, except where such hearings are specifically delegated to a separate department, and to make all decisions, orders and rulings in such cases.

#### Section 5.03. Notice of Petition, Public Hearing

The Board shall send a notice to all interested parties of the filing of a petition for a hearing before the Rental Housing Board or hearing examiners appointed by such Board, together with a copy of the petition and the date, time and location of the hearing. All such hearings shall be public.

#### Section 5.04. Accelerated hearing

Upon a showing of substantial injury requiring an early hearing, the hearing examiner may schedule a hearing to take place within less than twenty days from the date of filing of a petition.

#### Section 5.05. Quantum of proof

No rent adjustment may be granted nor any opinion issued pursuant to Sections 4.08 or 4.12 unless supported by a preponderance of the evidence.

#### Section 5.06. Time for decision

The decision on any rent adjustment or other hearing shall be rendered within ninety days of the filing of the petition for a building or complex of six controlled rental units or less, or within one hundred twenty days of the filing of other petitions. A party shall be deemed to have waived any right to obtaining a decision within the above time limits if he or she has requested delays or continuances in the proceedings or has failed to timely provide testimony or documents necessary to a decision.

#### Section 5.07. Hearing record

The hearing examiner shall compile an official record of any contested case, which shall include: all exhibits, papers and documents required to be filed or which were accepted into evidence; an electronic recording of the hearing; a statement of materials officially noticed; findings of fact, conclusions of law and the decisions, orders or rulings in the case.

#### Section 5.08. Notice of decision

The hearing examiner shall immediately mail a copy of any decision to all parties.

#### Section 5.09. Appeal

Any aggrieved person may appeal final decisions of the hearing examiner to the Board, but decisions shall not be stayed pending appeal. An appeal shall be filed no later than twenty days after notice of the decision. The Board shall delegate the power to decide the appeal to a three member panel of the Board, containing no more than one landlord and one tenant member. The sole record for appeal shall be the record prepared by the hearing examiner, written arguments by the parties and, if the panel desires, oral argument. In the event that the appeal panel reverses or modifies the decision, the parties shall be restored to the position they would have occupied had the examiner's decision been the same as the panel's. The appeal shall be decided no later than ninety days after its filing.

### PART VI Just Cause Eviction

#### Section 8.01. Reasons for Eviction

No landlord may evict or threaten to evict any tenant of a controlled rental unit unless:

- (a) the tenant has failed to pay rent lawfully owed;
- (b) the tenant has permitted the unit to be used for any illegal business, permitted a nuisance or committed waste on the premises;
- (c) the tenant has intentionally or negligently caused substantial damage to the premises or allowed any member of his or her family, invitee, licensee or any person acting under his control to do so;
- (d) the tenant has continued to breach any reasonable rules of tenancy, or duties imposed by law;
- (e) the tenant has created an unreasonable interference with the comfort, safety or enjoyment of the other residents of the same or any nearby building;
- (f) the tenancy was conditioned on employment of the tenant by the landlord and that employment has lawfully terminated;
- (g) the owner seeks in good faith to recover possession for his or her own use or occupancy or for the occupancy of his or her child, parent, grandparent, brother, sister, or parents-in-law, provided that no substantially equivalent unit is vacant and available in the same building;
- (h) the owner of a single-family dwelling has accepted a bona fide offer of purchase for such dwelling from a purchaser who intends to use or occupy such dwelling and who requires eviction of the tenant as a condition of closing the sale;
- (i) the landlord, after having obtained all required permits, intends to undertake a substantial rehabilitation which cannot be done while the premises are occupied, provided that the landlord notifies the tenant that the tenant shall have the right to reoccupy the unit after rehabilitation is completed;
- (j) the landlord, after having obtained all required permits, intends to demolish the unit, or to sell it as a condominium.

This section is intended to provide tenants of controlled units with the substantive affirmative defense that an eviction has been undertaken in the absence of the just causes enumerated above. It is not intended to interfere with the initiation of such an eviction by a landlord. The affected tenant may also bring a civil action for damages under Section 10.02 for violation of this section.

### PART VII Sale of Condominium Units

#### Section 7.01. Conditions of removal from rental market

No landlord shall remove a controlled rental unit from the rental market by offering it for sale to the public as a condominium unit unless he or she has obtained a certificate of compliance with this part from the Superintendent of Buildings. The Superintendent shall not issue the certificate unless he or she certifies that:

- (a) at least one hundred and twenty days before the unit is to be offered for sale to the public, the landlord has delivered to each tenant written notice of intention to sell, a written offer of sale to the tenant, and a statement of the tenant's rights under this part;
- (b) the offer of sale has included on its face a provision that it is conditioned upon tenants in at least fifty percent of the total controlled rental units in the building or complex accepting the offer and depositing a commercially reasonable down payment into an escrow account; and
- (c) tenants in at least fifty percent of the total controlled units have accepted the offer and made the deposit as set forth above. The deposit shall not be provided from funds under the control of the landlord.

#### Section 7.02. When certificate shall not issue

Notwithstanding the above provisions, the Superintendent of Buildings shall not issue the certificate of compliance if he or she finds that the landlord has, within the previous twelve months, engaged in misrepresentation, or harassment of tenants, illegally raised rents, reduced services or evicted tenants without just cause, for the purpose of preparing for the sale of the units as condominium units.

#### Section 7.03. Appeal

The issuance or denial of the certificate of compliance shall be subject to review by the Office of Hearing Examiner created by the Administrative Code. No certificate of compliance shall be finally issued until the time for notice of appeal has expired, or if an appeal is taken, until the appeal has been decided in the landlord's favor.

### PART VIII Demolition

#### Section 8.01. Notice

The owner of a controlled rental unit shall give written notice to all tenants thereof of his or her intent to apply for a demolition permit for the building in which the unit is located. The notice shall be given at least ninety days prior to filing the application and shall include the following information:

- (a) owner's intent to apply for the demolition permit;
- (b) tenant's right not to be evicted without good cause, as set forth in Part VI of this ordinance;
- (c) owner's obligation to offer tenants the right to occupy replacement units, if any are to be built under Section 8.03(c) of this ordinance, before offering the units to the general public;
- (d) owner's obligation to provide relocation assistance to the tenants; and
- (e) tenant's rights of enforcement under this ordinance.

#### Section 8.02. Permit Application

Any application for such a demolition permit shall be filed with the Superintendent of Buildings and shall include the following:

- (a) copies of written notices given to tenants pursuant to Section 8.01;
- (b) an itemized estimate of the cost required to bring the building up to a decent, safe and sanitary condition by rehabilitation and an itemized estimate of the cost of replacing the building on-site with a residential building which would contain an equal number of comparably-sized controlled rental units, if the owner seeks a finding under Section 8.03(a); and

(c) all documentation necessary to assess the factors identified in Section 4.08 to determine a fair and reasonable return, if the owner seeks a finding under Section 8.03(b).

#### Section 8.03. Conditions for issuance of a permit

The Superintendent of Buildings shall not issue a permit to demolish a building containing one or more controlled rental units unless he or she finds that the owner has complied with the provisions of Sections 8.01 and 8.02 and that any one of the following conditions have been met:

(a) the owner establishes that the building is not structurally sound, that is, the cost of bringing the building up to a decent, safe and sanitary condition by rehabilitation exceeds the cost of replacing the building on-site with a residential structure containing at least an equal number of comparably-sized controlled rental units;

(b) the owner establishes that he or she has owned the building for at least three consecutive years prior to the date of application for the permit and is unable to realize a fair and reasonable return on his or her investment in the building; or

(c) the owner has:

(1) signed a contract with the City which includes the following provisions:

(A) owner will replace the existing controlled rental units with the same or a greater number of comparably-sized and comparably-priced controlled rental units;

(B) replacement units will be located within a two mile radius of the demolition site;

(C) replacement units will be completed within two years of the issuance of the demolition permit;

(D) tenants displaced by the demolition will be offered the right to occupy the replacement units before the units are offered to the public;

(E) the contract shall be binding on subsequent purchasers of the land, enforceable by the City or by any such displaced tenant, and publicly recorded by the owner; and

(2) submitted to the Superintendent of Buildings all plans, permit applications and proof of availability of financing for the replacement units.

#### Section 8.04. Appeal

The issuance, suspension or denial of the demolition permit or failure to suspend such permit shall be subject to review by the Office of Hearing Examiner, as provided in the Administrative Code. The Superintendent shall not issue the permit until the time for appeal has expired or until any appeal is finally decided in favor of the owner.

#### Section 8.05. Administration

The Superintendent of Buildings shall adopt, amend or rescind such rules and regulations as are necessary to carry out the duties imposed by this ordinance.

#### Section 8.06. Relocation assistance

The owner shall pay relocation assistance of one thousand dollars per controlled rental unit to tenants thereof who have vacated the building after receipt of the notice required by Section 8.01. The owner shall pay the relocation assistance on or before the date that tenants of a unit vacate the premises. The payment shall be in addition to any security deposit or other compensation or refund to which the tenants may be entitled. The Superintendent of Buildings shall suspend the permit if he or she has reasonable grounds to believe that any such payment has not been made.

## PART IX Decontrol

### Section 9.01. Decontrol

Within two years of the effective date of this ordinance, and on an annual basis thereafter, the Board shall conduct a vacancy survey of a valid sampling of rental units. If two successive annual surveys find a vacancy rate of greater than five percent, and if the Board, after public hearings, finds that the serious housing problems addressed by this ordinance are no longer present to a significant degree, the Board shall recommend to the City Council that this ordinance be repealed.

## PART X Enforcement

### Section 10.01. Civil Penalty

A violation of any provision of this ordinance or of any Board regulation, decision or order shall be punishable by a civil penalty of no less than \$100 and no more than \$500. A violation affecting more than one controlled rental unit or concerning more than one payment period shall be considered a separate violation as to each unit and as to each payment period. The penalty shall be paid to the Board.

### Section 10.02. Private Civil Remedies

Any landlord who violates this ordinance or any Board regulation, decision or order, shall be liable to any affected tenant in the amount of \$500, or three times the amount of actual damages, whichever is greater, plus costs and a reasonable attorney's fee. A tenant may assert any rights under this ordinance, or under any Board regulation, decision or order, in any answer, set-off, affirmative defense or counterclaim, and may deduct any excess rent previously paid from his or her rent. A tenant may also bring any other civil action to enforce his or her rights under this ordinance, or under any Board regulation, decision or order, in a court of appropriate jurisdiction. Remedies provided in this section are in addition to any other legal or equitable remedies and are not intended to be exclusive.

## PART XI Miscellaneous Provisions

### Section 11.01. Sham Transactions

Sham transactions shall be disregarded in determining whether or not a rental unit is controlled, in considering rent adjustments, in finding whether a violation of this ordinance, or of any Board regulation, decision or order has occurred or in any other appropriate circumstances.

### Section 11.02. Waiver of rights

No landlord may impose as a condition of tenancy of a controlled rental unit a waiver of the tenant's rights under this ordinance or under any Board regulation, decision or order, and any such waiver is void and against public policy.

### Section 11.03. Interference with exercise of rights

No landlord may restrain, coerce, interfere with, or retaliate against his or her tenants, or any person acting in concert with them, in any lawful exercise, either individually or collectively, of rights under this ordinance, or under any Board regulation, decision or order.

### Section 11.04. Severability

If any section, subsection, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such decision shall not affect the validity of the remaining portions thereof.

### Section 11.05. Liberal Construction

This ordinance shall be liberally construed to achieve its purpose and preserve its validity.

# WARNING

Ordinance 94289 provides as follows:

Section 1. It is unlawful for any person:

(1) To sign or decline to sign any petition for a city ordinance initiative or referendum or a city charter amendment for any consideration or gratuity or promise thereof; or

(2) To solicit or procure signatures upon a city ordinance initiative or referendum, or city charter amendment petition for any consideration or promise thereof; or

(3) To give or offer any consideration or gratuity to anyone to induce him or her to sign or not to sign, or to solicit or procure signatures upon a city ordinance initiative or referendum, or city charter amendment petition; or

(4) To interfere with or attempt to interfere with the right of any voter to sign or not to sign a city ordinance initiative or referendum, or city charter amendment petition by threat, intimidation or any corrupt means of practice; or

(5) To sign a city initiative or referendum or city charter amendment petition with any other than his or her true name, or to knowingly sign more than one petition for the same initiative, referendum, or charter amendment measure, or to sign any such petition knowing that he or she is not a registered voter of the City of Seattle.

The provisions of this ordinance shall be printed as a warning on every petition for a city ordinance initiative or referendum or city charter amendment.

Section 2. Any person violating any of the provisions of this ordinance shall upon conviction thereof be punished by a fine of not more than five hundred dollars or by imprisonment in the city jail for a period not to exceed six months, or by both such fine and imprisonment.

## INSTRUCTIONS TO SOLICITORS

1. Voters must be registered in the City of Seattle.
2. Voters should sign EXACTLY AS REGISTERED. (If voter is registered as John B. Smith, he should sign that only and NOT J.B. Smith or any other form of name.)
3. Petition may be signed in pencil or ink.
4. Voters may sign Initiative 24 only once. (If a voter signs more than once, only the first signature will be counted.)
5. Every signature counts (35,000 are required). Return all petitions no matter how few names.
6. Payment for circulating petitions is prohibited by law.

HB 356

The following letter of intent on COMMITTEE SUBSTITUTE FOR HOUSE BILL NO. 356 (relating to unlawful practices in the sale or rental of real property) dated April 30, 1981 was received (the Judiciary committee report appears on page 894 of the journal) and appears as follows:

LETTER OF INTENTCSHB 356

April 30, 1981

The Honorable Jim Duncan  
Speaker of the House

Dear Mr. Speaker:

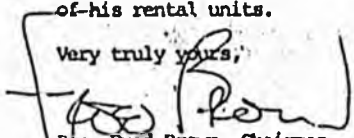
The Committee on Judiciary has had under consideration House Bill 356, "An Act relating to unlawful practices in the sale or rental of real property", and has provided you with a committee report recommending that it be replaced with our committee substitute for that bill, and that committee substitute for House Bill 356 do pass.

Although the bill prohibits discrimination in the sale, lease, or rental of real property because of a person's status as a parent, the committee wishes to point out that the bill does not proscribe any other existing management tools that a landlord may have with regard to rental units. For example, a landlord may still adopt rules and regulations concerning a tenant's use and occupancy of the premises in order to promote safety, health, or welfare of the tenants.

A landlord may also regulate the tenant's use of the property to avoid abusive use, or to make a fair distribution of services and facilities for tenants generally. This bill also does not prohibit a landlord from taking action against a tenant who fails to quietly enjoy the premises, or fails to occupy and use the premises in a clean and safe condition. Also, it is clear that a landlord can provide reasonable provisions in a lease limiting the number of persons occupying a unit, without regard to issues of percentage.

In conclusion, we believe this legislation should prohibit discrimination against individuals due to their parenthood status, while still allowing a landlord the existing legal controls over the use and occupancy of his rental units.

Very truly yours,

  
Rep. Fred Brown, Chairman  
Committee on Judiciary

FB/MF/dm

# THE CHRISTIAN SCIENCE MONITOR

Tuesday, August 12, 1980

40¢

2

## Opening apartment doors closed to kids

By Randy Shipp

Boston

Anyone trying to find an apartment that accepts children will not be surprised by the conclusions of a recent US Housing and Urban Development survey. It shows that, nationwide, 26 percent of all rental units have "no children" policies, and many that do accept children have restrictions on the number, sex, or age of the youngsters.

These restrictions affect roughly 2 million families, says Elizabeth Roistacher, HUD's deputy assistant secretary for policy development and research.

The report adds that restrictive rental policies also may mean that families may be split up, with children being sent to live with other relatives, until parents can find some place for them to live, or doubling up with another family, leading to increased family tension.

"There is also a real feeling among people who are hit by this that society thinks there's something wrong in having children," Dr. Roistacher says. "Children react to this. They are hurt, they're parents are hurt. They're all really disturbed by the fact that children don't seem to be wanted."

The problem is growing worse. The number of rental units unavailable to families with children is rising. And with more apartment buildings switching to "no children" policies, and more one-bedroom rather than multi-bedroom units being built, it is likely to continue to rise.

In Massachusetts, state law prohibits

such discrimination in dwellings with three or more units. Violations carry a fine of up to \$1,000. Even so, discrimination against families with children is "the biggest problem right now for housing," according to a spokesman for the Massachusetts Commission Against Discrimination. Because of exemptions under the law, he says, very few rental units actually are affected.

The California-based Fair Housing for Children Coalition (FHCC) conducted a survey of apartment ads in newspapers. In Los

### FOCUS

Angeles, 71 percent allowed no children of any age, and Fresno, San Diego, and San Jose showed 53 percent, 65 percent, and 70 percent respectively.

"We've dealt with people who are living with six kids in a station wagon on the Santa Monica pier, and a woman living with two kids in a tent on the beach," says FHCC executive director Dora Ashford.

FHCC also gets calls from pregnant women worried that they will lose their apartment when they have their baby.

"We had a recent case of a couple in Santa Monica who had a baby a few months ago. They got a letter from [the apartment management company] saying, 'Congratulations on your new baby - and we would like you to find another place to live in 60 days.'"

But when FHCC lawyers took the case and pointed out that the family would not be

violating any occupancy codes, and that a local ordinance forbade age discrimination, the family was allowed to stay.

The generally tight housing market is a major cause of the problem, Ms. Ashford says.

"As long as the housing crisis worsens [the discrimination problem] will, too. Families with children are in a worse position to buy their way out, as are the elderly, when housing crunches hit, so they're hurt a lot worse than other people."

Helena Blank of the Children's Defense Fund (CDF) says positive steps are being taken. The HUD study, for instance, is an example of interest in the issue on the part of the federal government.

Moreover, anti-discrimination statutes have been passed in Arizona, Connecticut, Delaware, Illinois, Massachusetts, Minnesota, New Jersey, New York, and the District of Columbia. The California Legislature is considering similar legislation.

The CDF has set up a national network of organizations concerned with discrimination against families with children. Its purpose, Ms. Blank says, is "... to communicate with each other about local ordinances they are working on, share strategy, and give each other mutual support."

Dr. Roistacher says increasing the number of available homes and apartments would help solve the problem. She says HUD is looking into possible roles that it can take, and also would like state and local governments to get involved with the issue.



FAIR HOUSING FOR CHILDREN COALITION

P.O. BOX 5077 SANTA MONICA, CA 90405 (213) 393-1093

regs

- upper limit of units
- scattered sites.
- should be lit under greatest need.

criteria for judging which has most need.

- higher limits for accessible units.

what good reasons can ~~be~~ be thought of for getting more housing money.

- 1) direct approp. to ASTHA
- 2) approp for housing (grants).

money

HIRI - sec. 208  
establish 50% fair market rents.

fair market rents

Grants for ~~extra~~ other protected classes.

Anyway to get

Sunday's news.

AACE - public hearing  
changes

- if propose, rep. want to  
be notified.

Tim Buckley

Elaine Hollander: Women's oral history

# STATE OF ALASKA

BILL SHEFFIELD, GOVERNOR

## DEPT. OF HEALTH AND SOCIAL SERVICES

POUCH H-07  
JUNEAU, ALASKA 99811

DIVISION OF PUBLIC ASSISTANCE

PHONE:  
465-3355

August 1, 1983

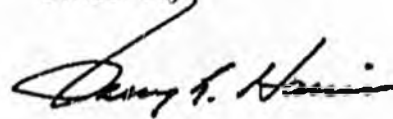
Ms. Suzanne Tryck  
Office of Senator Vic Fischer  
1024 W. 6th Ave. Suite 204C  
Anchorage, Alaska 99501

Dear Ms. Tryck,

Thank you for clarifying for me the information which you requested from our Anchorage office on July 21, 1983. As per our telephone conversation of July 28th, I shall compile and send to your office information and handbooks explaining Public Assistance services available; copies of the AFDC, Medicaid and Food Stamp corrective action plans and information on monthly reporting for the Bethel area.

If I can be of further assistance, please contact me.

Sincerely



Jerry Harris  
Acting Director

cc: Dan Burton

Problem	Remedy
1. No written notice	1. Written notices are required in many sections of the law; re-read this bulletin carefully to see when to use a written notice.
2. Landlord tells a tenant to move immediately or cuts off essential services without warning	2. Evictions are controlled by specific sections of the law. Tenants do not have to move if these rules are not followed and may sue for 1½ times actual damages.
3. Tenant refuses to move after receiving an eviction notice	3. The landlord should go to court for an F.E.D. order; the State Troopers will carry out the order. In addition, the landlord may sue for 1½ times the actual damages. See the section—EVICTIONS.
4. Deposit is not returned	4. Tenants may sue for twice the amount kept; re-read the section—DEPOSIT RETURN.
5. Tenant is habitually late with rent or repeatedly breaks rules	5. Late rent and other problems repeated within a 6-month period may be grounds for eviction; re-read section on EVICTIONS or see a lawyer.

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RENT CONTROL

During the pipeline boom of the early 1970's, several Alaskan cities experienced a severe housing shortage, and the legislature passed an emergency rent control law. (A.S. 34.06.010-.060)

When emergency rent control is in force, the rules regarding rent increases and evictions change; however, the law expired in 1977, and if an emergency situation occurred again, a new law would have to be passed by the legislature.

THERE IS NO RENT CONTROL IN ALASKA AT THE CURRENT TIME.

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ALASKA LANDLORD-TENANT LAW

This booklet is a June 1982 update of the 1980 publication prepared by the Cooperative Extension Service, with the assistance of Alaska Legal Services and the Consumer Protection Section of the Alaska Dept. of Law.

INTRODUCTION

In 1974, the Alaska Legislature passed the Uniform Residential Landlord and Tenant Act (A.S. 34.03.010-.380). The purpose of the Act was to simplify, clarify and modernize Alaskan laws relating to the rental of dwellings. It was also intended to encourage both landlords and tenants to maintain and improve the quality of housing.

While the law does not cover every problem a landlord or tenant may have, it was written to protect the rights of both parties.

In addition to the Uniform Residential Landlord and Tenant Act, other laws which have application to the rental of dwellings include:

1. Alaska Statute 09.45.060-.160 Procedure for Recovering Possession
2. Alaska Statute 34.06.010-.060 Emergency Residential Rent Regulation and Control

This booklet was prepared directly from A.S. 34.03.010-.380. Where appropriate, we have cited the actual portion of the law that pertains so that if you need to go to court, you can either use this booklet or can refer directly back to the law. The reference will be the letters "A.S." (short for Alaska Statute) followed by some numbers (these are the title, chapter and article numbers of the law respectively), for example: (A.S. 34.03.330).

You can get a copy of the actual law at your nearest courthouse, public library or magistrate's office.



who is covered

A dwelling, in this law, is a structure or part of a structure used as a home, residence or sleeping place by one or more persons, including the rental of mobile home space.

If you rent a house, apartment, mobile home, mobile home space, condominium, townhouse or duplex, this law applies to you!

the law does not cover:

1. residency in an institution (school dorm, jail, hospital, nursing home, etc.);
2. hotels, motels and other transient housing;
3. condominiums occupied by the owner;
4. occupancy under a contract of sale;
5. occupancy of a dwelling owned by a fraternal or social organization of which you are a member;
6. live-in employment (apartment managers, housekeepers, etc.);
7. occupancy when the premises are used primarily for agricultural purposes.

terminology

In this booklet, several terms are used that mean the same thing.

Landlord means the owner or manager or rental agent for the dwelling.

Dwelling, unit, property and premises means the rental unit, whether it is a home, apartment, mobile home, etc.

Tenant means any of the people who rent a dwelling.

Other technical definitions may be found in A.S. 34.03.360—Definitions.

written notices

Putting things in writing does not mean the landlord and tenant are enemies or do not trust each other. It is simply a good way to do business. Oral agreements are legal; however, under the law, a written notice or agreement may be your only protection if something goes wrong. Some people hesitate to put agreements in writing because they don't know what to say. There are examples of various notices in the back of this booklet that may help.

Here are some things that should definitely be in writing:

1. receipts for payments of any kind;
2. promises to fix things;
3. rental agreements;
4. eviction or moving notices;
5. notices of repairs needed;
6. details of what needs to be done to get back a deposit.

It cannot be emphasized strongly enough how important this is: **GET IT IN WRITING!**



## BEFORE YOU MOVE IN rental agreements

Rental agreements may be either written or oral, but written is best. If any disagreement occurs later, both tenants and landlords will have evidence to back their claims.

If a tenant signs a rental agreement, moves in and begins paying rent, the agreement is still legal even if the landlord didn't sign the agreement.

If the landlord shows the tenant a rental agreement to which the tenant agrees, moves in and begins paying rent, the agreement is still legal even if the tenant did not sign it. It is critical that tenants and landlords review and discuss any rental agreements and rules before anyone moves in or money changes hands.

A lease is a rental agreement that tells how long the tenant will stay (usually four, six or twelve months). If there is a lease, the

landlord cannot raise the rent or evict the tenant unless promises in the lease are broken. If there is a lease but the tenant must move, the tenant is still responsible for the rent for the rest of the lease period, unless the dwelling can be re-rented.

Here are some things which should appear in a rental agreement:

1. name and address of the owner and his/her manager or agent as well as the tenant's name and address;
2. the amount of rent, when it is due, where and how it is to be paid;
3. if this is a month-to-month agreement or lease with time limits;
4. when the rent will be considered overdue and what penalty will be levied;
5. what is included in the rent (heat, lights, water, etc.) and what is provided (driveway, garage, furnishings, kitchen appliances, snow removal, storage, laundry, etc.);
6. total number of full-time occupants and pets allowed;
7. a list of prohibited equipment (snowmobiles, motorcycles, musical equipment, etc.);
8. the amount and type of deposit (cleaning, security, pets, etc.) and what has to be done to get it back;
9. a list of landlord and tenant repair and maintenance duties;

Rental agreements cannot:

1. force a tenant to waive any legal rights,
2. excuse the landlord from any legal responsibilities,
3. let the landlord sue the tenant without notice,
4. require the tenant to pay the landlord's attorney fees should you go to court;
5. allow the landlord to take a tenant's personal belongings (A.S. 34.03.040).

**DO NOT SIGN A RENTAL AGREEMENT THAT HAS ILLEGAL WORDING.**

If the rental agreement contains any of the things listed below, they should be removed before signing:

1. agreeing to let the landlord come into the dwelling whenever he/she wants;
2. agreeing to immediate eviction for non-payment of rent;
3. agreeing that the tenant will make all repairs;
4. excusing the landlord from liability in case of accidents due to his/her neglect;
5. giving up rights to the deposit.

# 2

### NOTICE OF DEFECTS IN ESSENTIAL SERVICES

\_\_\_\_\_  
(Date)

TO: \_\_\_\_\_  
(Landlord)

\_\_\_\_\_  
(Address)

You are notified that you are failing to provide (water/hot water/heat/sewer service or other essential services) at the above address. The specific defect (s) is as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you do not fix this defect WITHIN 24 HOURS, I have a right to 1) have it fixed myself and deduct the cost from my rent, 2) sue you for damages, or 3) move out and hold you responsible for my expenses in doing so.

Signed,

\_\_\_\_\_  
(Tenant)

Receipt:

I received this notice on the \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_ at \_\_\_\_\_ am/pm.

\_\_\_\_\_  
(Landlord)

KEEP A COPY OF THIS NOTICE

### NOTICE OF TERMINATION OF TENANCY BY LANDLORD

\_\_\_\_\_  
(Date)

TO: \_\_\_\_\_  
(Tenant)

\_\_\_\_\_  
(Address)

You are notified that your tenancy is terminated and that you must move from the address listed above on the rent due date which occurs at least 30 days from the date you receive this notice. Your rent is due on the \_\_\_\_\_ of each month, so you must be gone by the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

The reason you are being evicted is as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you are not gone by that date, a lawsuit will be filed to evict you.

Signed,

Receipt:

I received this notice on the \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_ at \_\_\_\_\_ am/pm.

\_\_\_\_\_  
(Tenant)

KEEP A COPY OF THIS NOTICE

# 15

**NOTICE OF TERMINATION OF TENANCY (BY TENANT)**

\_\_\_\_\_  
(Date)

TO: \_\_\_\_\_  
(Landlord)  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

You are notified that I am terminating this tenancy effective on the rent due date which occurs at least 30 days from the date you receive this notice. My rent is due on the \_\_\_\_\_ of each month, so I will be gone by the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Please send my security deposit of \$\_\_\_\_\_, or an explanation of how it was used, to \_\_\_\_\_ (address) within 14 days of the date I move.

Signed, \_\_\_\_\_  
(Tenant)  
\_\_\_\_\_  
(Address)

Receipt:  
I received this notice on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ at \_\_\_\_\_ am/pm.  
\_\_\_\_\_  
(Landlord)

KEEP A COPY OF THIS NOTICE

**NOTICE OF EVICTION FOR VIOLATION OF AGREEMENT AND/OR THE LAW**

\_\_\_\_\_  
(Date)

TO: \_\_\_\_\_  
(Tenant)  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

You are notified that you have seriously violated your agreement with me and/or your duties under the law. The violation (s) are set out specifically as follows: \_\_\_\_\_

If you do not remedy the violation (s) listed above within TEN DAYS after the date you receive this notice, your tenancy will terminate in not less than TWENTY DAYS, and you must move. Failure to remedy the violation (s) listed above will mean you must move by the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

If you have not remedied the problem (s) and have not moved by the date listed above, a lawsuit will be filed to evict you. If you remedy the problem (s) within TEN DAYS, you may stay.

Signed, \_\_\_\_\_  
(Landlord)

Receipt:  
I received this notice on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ at \_\_\_\_\_ am/pm.  
\_\_\_\_\_  
(Tenant)

KEEP A COPY OF THIS NOTICE

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**change your mind?**

Once an agreement to rent a place has been made, and all or part of the deposit and rent has been paid and then a tenant doesn't move in, he/she may not be able to have all his/her money returned. If this happens on a month-to-month agreement (written or oral), the tenant may have to pay for one month's rent or rent on a day-to-day basis until someone else rents the place, whichever is less. If a lease was signed, the tenant may owe rent until the place is re-rented or the lease period ends, whichever is less.

**EXCEPTION:** If the landlord lied about the place or deceived the tenant by not telling about important problems (for instance, no heat, the building is condemned, etc.) the tenant should get all the money back. In addition, the tenant could sue for fraud. If this situation comes up, see a lawyer.

**illegal discrimination**

It is illegal for landlords to refuse to rent to someone because of sex, age, race, religion, national origin, color, marital status, pregnancy or changes in marital status, unless the housing is specially designated for "singles only" in advance.

It is unlikely that a landlord will openly refuse to rent to someone for an illegal reason. There are some indications that a landlord may be practicing discrimination in renting when:

- the apartment the tenant called about is "suddenly" taken when the landlord sees the tenant.
- a place the tenant was told is "rented" remains vacant.
- the rent or deposit is much higher than advertised or charged for similar units.
- rules will be different for one tenant than for others in the same apartment house or court. (For example, others have pets, but you cannot. A landlord may decide to allow no more pets, but he/she must stick to the new rules as far as new tenants are concerned.)
- the tenant is not referred to a listing in a real estate office that fits his/her needs.
- a house or apartment in the tenant's area is rented with the intention of forcing others to leave (block-busting).
- an advertisement indicates a preference based upon race, color, religion, sex, age, marital status or national origin.

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Everyone should have a free choice about where to live, and there are legal methods of fighting discriminatory practices. If you feel you have been discriminated against and want to do something about it, you can complain to the State Human Rights Commission. The Commission's investigation costs you nothing.

For more help on illegal discrimination, contact the Human Rights Commission in your town or:  
State Human Rights Commission  
204 East 5th  
Anchorage, Alaska 99501  
phone: 276-7414

**disclosure**

The law says that someone must be responsible for such things as decisions about maintenance, repairs, collecting rent and receiving notices from tenants or from the court. It is a requirement that when a tenant moves in, he/she must be told in writing the name and address of the owner (or who the owner wants his/her agent to be). This information must be kept up-to-date.

If this information is not provided, whoever made the rental agreement or receives the rent becomes the legally responsible person. Then, when the tenant is required to give a written notice or wants to sue, he/she should:

1. contact the owner or his/her agent, or
2. if that information was never officially given to the tenant, contact the person who made the original agreement or takes the rent. (A.S. 34.03.080)

**deposits**

Deposits are often collected for pets, children, cleaning or security before a tenant moves in. Sometimes the tenant will be asked to pay the last month's rent, too. The total amount collected for all deposits and pre-paid rent, except the first month's rent, cannot exceed two month's rent. (A.S. 34.03.070)

Deposits and pre-paid rent along with first month's rent can make total move-in costs high. Here are some examples of how these move-in costs might be set:

deposits

- #1: \$ 375 first month's rent
- \$ 375 last month's rent
- \$ 375 security deposit
- \$1125 total to move in
- #2: \$ 325 first month's rent
- \$ 150 cleaning deposit
- \$ 175 security deposit
- \$ 325 last month's rent
- \$ 975 total to move in

- #1: \$ 375 first month's rent
- \$ 375 last month's rent
- \$ 400 security deposit
- \$1150 total to move in
- #2: \$ 325 first month's rent
- \$ 300 cleaning deposit
- \$ 200 security deposit
- \$ 325 last month's rent
- \$1150 total to move in

The deposit and any pre-paid rent must be deposited in a trust account in a bank, savings and loan association or with a licensed escrow agent. Exceptions are made for rural Alaska, if it is impractical to bank the money. When the deposit is collected, be sure to get a receipt. Also, it is a good idea to have the landlord write on the receipt the amount paid for each type of deposit and what has to be done to get the deposit back. (Always get and keep records for any money paid.)

If the tenant is renting a unit and the building is sold, there is often confusion as to which person, the old or new landlord, is responsible for the deposit and pre-paid rent money. The original landlord who accepted the money is the person responsible for returning the money to the tenant UNLESS the new owner receives the money from the old landlord and agrees to the responsibility of taking care of it.

When a tenant finds out the building is being sold, he/she should find out whether the old or new landlord will hold the deposit money. If the old landlord keeps the deposit, the tenant should get in writing the name of the bank where the deposit is kept and the new address of the old landlord.

### inspections

While the law does not specify that an inspection must be done, it is a good idea for the landlord and tenant to inspect the dwelling together before anyone moves in. Make a list of items needing repair and the date the work should be completed (10 days is standard). Make another list of damage that will not be changed or repaired. Both the landlord and the tenant should sign and date these lists. Each of you should keep a copy. These lists will be handy when the tenant is ready to move out.



## WHILE RENTING

### paying rent/rent increases

The landlord is not required to ask tenants each month for their rent before they are "required" to pay it. If a time and place for payment of rent was not agreed upon when the tenant moved in, it is assumed that the rent will be collected at the dwelling.

If the tenant rents monthly, the rent is due every 30 days, unless otherwise agreed. So, if the tenant moves in on the 8th, the rent is due on or before the 8th of every month.

If there is a signed lease, rent may not be increased during the lease period. Other rent increases may be levied as the landlord sees fit; however, the law is unclear regarding the notice period which the landlord is required to give.

The general interpretation is that a rent increase is either:

1. a termination by the landlord of the tenancy at the old rental rate and an offer to renew it at a higher rate or
2. a modification of a rule or regulation.

In either case, tenants should be given a written notice 30 days before the next rental due date. If the tenant does not agree with the rent increase or cannot pay, he/she may give notice to move. Since the law is not clear, landlords and tenants should seek legal advice if they are unsure about a proposed rent increase. (A.S. 34.03.290b and A.S. 34.03.130b)

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### rules and regulations

Almost every landlord has rules and regulations. Often these are not mentioned until after a tenant moves in or until the rule

## SAMPLE FORMS

The following notices were prepared as samples of what is necessary. These samples may not apply in all situations, but could be helpful.



## SETTLING DISPUTES

When landlords and tenants disagree, sometimes tempers flare, and things may be said and/or done which are wholly outside the law. Sometimes the disagreement becomes just plain petty and small. It will only complicate matters if either party takes the issue to court.

If there is disagreement on any issue, remember that the court looks favorably on "good faith" action; that is, action taken in an honest, forthright manner. Try to remain calm. Gather your facts and **PUT THEM IN WRITING**. Be sure to pay attention to sections of the law that require written notices and that specify the number of days allowed for landlords or tenants to remedy disagreeable situations. Present your problem to the other party in writing, clearly stating what you want to change and what you will do if the situation doesn't change. The forms in the back of this booklet may help.

Generally speaking, the rental of dwellings is a business, and as in any other business, both parties should conduct themselves in a fair, honest manner. There are not many agencies that will mediate landlord/tenant disputes, and problems are frequently not serious enough to require a lawyer or go to court. Most landlord/tenant problems could be settled by both parties acting "in good faith".

If serious problems do arise, it is always advisable to see a lawyer. But first, give the other person a chance by trying to work it out together.

### NOTICE OF EVICTION FOR NON-PAYMENT OF RENT

\_\_\_\_\_  
(Date)

TO: \_\_\_\_\_  
(Tenant)

\_\_\_\_\_  
(Address)

You are notified that you owe rent in the amount of \$\_\_\_\_\_. If you do not pay this rent within **TEN DAYS** of the day you receive this notice, your tenancy is terminated and you must move. You must pay your rent in cash, money order or certified check.

If you have not paid the rent or moved within **TEN DAYS**, a lawsuit will be filed to evict you. If you pay your rent on or before the **TEN DAY** period, you may stay.

Signed,

\_\_\_\_\_  
(Landlord)

Receipt:

I received this notice on the \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_ at \_\_\_\_\_ am/pm.

\_\_\_\_\_  
(Tenant)

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KEEP A COPY OF THIS NOTICE

# WHERE TO GO FOR HELP



Both landlords and tenants can get help from the following agencies:

1. For copies of this publication and general assistance, contact the Cooperative Extension Service.

Anchorage	277-1488
Bethel	543-2503
Fairbanks	456-6885
Homer	253-8176
Juneau	586-7103
Ketchikan	225-3290
Nome	443-2320
Palmer	745-3360
Soldotna	262-5824

2. To file a complaint on false advertising, chronic misuse of deposit money or fraud, see the Consumer Protection Section, Alaska Department of Law.

Anchorage 1049 West 5th Avenue, Suite 101  
Anchorage, AK 99501  
279-0428

Fairbanks 604 Barnette, Room 228  
Fairbanks 99701  
456-8588

Juneau NBA Building  
217 2nd Street  
Pouch K  
Juneau, AK 99811  
465-3692

3. Persons with low incomes may call Alaska Legal Services for attorney help. If your landlord tries to evict you, be sure you mention this when you call.

Anchorage	272-9431
Barrow	852-2311
Bethel	543-2237
Dillingham	842-5653
Fairbanks	452-5181
Juneau	586-6425
Ketchikan	225-6420
Kodiak	486-4178
Kotzebue	442-3398
Nome	443-2951

4. If you need a lawyer but don't qualify for Alaska Legal Services, see the low-cost legal clinics in your town or call the statewide Lawyer Referral Service at 272-0352 in Anchorage. They may be able to refer you to a lawyer in your town.

5. For complaints against state government officials, contact the State Ombudsman Office.

Anchorage 840 K Street  
Anchorage 99501  
276-4011

Fairbanks 613 Cushman  
Fairbanks 99701  
452-4001

Juneau 525 Village Street  
Juneau 99811  
465-4970

6. For complaints against Municipality of Anchorage employees, contact the Municipal Ombudsman Office at 264-4461.

7. To file a claim for damages of \$2,000 or less, see the Alaska Court System and ask for their publication, "Alaska Small Claim Handbook".

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rules and regulations

has been broken. To avoid problems, the law requires the landlord to show his/her rules and regulations to the tenant before the tenant commits himself to a rental agreement (oral or written). The tenant may discover that he/she does not agree with them and decide not to move in. The rules and regulations must be reasonable and specific, or under the law, the landlord will not be able to enforce them.

Remember that once the tenant has seen the rules and moved in, he/she is agreeing to live by these rules. A copy must be posted by the landlord somewhere at the dwelling where it can be easily seen.

Rules must apply to all tenants equally and fairly. Rules and regulations cannot be changed without first giving tenants reasonable notice. If tenants do not agree to the change, and it changes the original rental agreement a great deal, they may move after giving at least 30 days notice or they may refuse to accept the rule. Landlords may evict tenants who refuse to abide by a reasonable rule change. If the change does not apply to all tenants in the building equally, an eviction based on a tenant's breaking of a rule may be illegal. (A.S. 34.03.130)

## subleasing

When a lease is signed, the tenant is promising to stay for a certain length of time (usually four, six or twelve months). The tenant is telling the landlord that each and every month, whether the tenant still lives in the apartment or not, he/she will be responsible for paying the rent. Unless the landlord signs a paper saying it's okay with him/her for someone else to move in if the tenant moves out, the tenant cannot just have someone else "take over" the place.

There are usually only two ways to get out of a lease:

1. If the landlord breaks his/her part of the bargain (what's written in the lease), the tenant can move after giving 30 days written notice.
2. Get the landlord to agree to let the tenant sublease the place. Under the law the landlord has a right to ask for certain information about the new tenants. The landlord can reject the new tenants only for certain reasons, and cannot unreasonably prevent subleasing.

The information the landlord can ask for IN WRITING about the new tenant includes:

1. name, age and present address;
2. occupation, present employment and name and address of employer;
3. marital status;
4. how many people will live in the apartment;
5. two credit references;
6. names and addresses of all landlords of this person for the last three years.

Once this information has been given to the landlord, he/she has 14 days to answer the request. No answer within 14 days is considered the same as consent, so go ahead and sublease. If the answer is "no", the landlord must give written reasons for the decision.

The only legal reasons for refusing to allow a sublease are:

1. bad credit record;
2. too many people;
3. too many children;
4. unwillingness of new tenant to accept rental agreement;
5. pets not acceptable;
6. proposed business activity;
7. bad report from former landlord.

If the landlord says "no" to the suggested new tenant, but doesn't give reasons in the list of acceptable rejection reasons, the law says the old tenant can go ahead and sublease or move out; however, to move out without subleasing, a thirty day WRITTEN notice must be given to the landlord. (A.S. 34.03.070)

## privacy

A common problem landlords and tenants have is that of the tenant's right to privacy. Many landlords feel they can come and go from their property whenever they please. Some tenants feel they never have to let a landlord come in.

To clear up the confusion, the law says a landlord must give a tenant 24 hours notice that he/she would like to come for the purpose of making repairs, maintenance, an inspection or showing the place. The landlord may enter only with the tenant's consent and only at reasonable times.

TWO EXCEPTIONS: No such notice is required if it is not possible to contact the tenant by ordinary means within 24 hours, or if there is an emergency (smoke, water, explosion, etc.).

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privacy

Landlords cannot abuse their right to request entry or harass tenants, and tenants cannot unreasonably keep a landlord from entering.

If a tenant has a nosy landlord who believes he/she can come and go as he/she pleases, it might be a good idea to get a copy of the law to show him/her the section called ACCESS (34.03.140). If the landlord comes in and will not leave, call the police.

When a landlord does abuse his/her right to enter (by coming in without the tenant's permission, or when the tenant is gone or repeatedly without need), the tenant can ask a court to demand that the landlord stop (called an injunction). The tenant may also sue for actual damages or one month's rent, whichever is greater, court costs and attorney fees. If the tenant wishes to move because the landlord has abused the access privilege, a 10-day written notice is required.

If the tenant unreasonably refuses to allow the landlord in, the landlord can get an injunction. The landlord may also sue for actual damages or one month's rent, whichever is greater, or evict the tenant with a 10-day written notice.

### absence/abandonment

Tenants must tell their landlord every time they plan to be gone for more than seven days. If the tenant plans to be gone only 2 or 3 days, then finds that for whatever reason he/she will actually be gone more than a week, they must notify the landlord as soon as possible.

This is to help protect the property from pipes freezing up, etc. While the tenant is gone, the landlord may go into the place only if there is an emergency or with 24 hours notice.

A landlord may assume the dwelling has been abandoned when:

1. the tenant is behind in rent, and
2. the tenant has been gone for more than 7 straight days and
3. the tenant did not notify the landlord that he/she would be gone.

The landlord may then enter the dwelling, store the tenant's belongings and re-rent the place. He must attempt to send the tenant a notice telling where the belongings are being kept and asking the tenant to remove his/her property within 15 days. The notice must also tell whether the landlord is going to have a public sale to get rid of the belongings or is going to throw or give them away, if

they are not picked up within 15 days. A tenant's belongings cannot be thrown or given away unless they can be considered to have no value or are food. (A.S. 34.03.230 and 34.03.260)

### fire/casualty damage

If the dwelling is damaged by a fire or other casualty (earthquake, flood, etc.), depending on the amount of damage, there are a couple of things the tenant can do.

1. Partial damage: When only a part of the dwelling is damaged and it is lawful for the tenant to stay (the place isn't condemned), move out of the damaged part. The rent can be reduced to an amount which reflects the fair value of the undamaged part of the dwelling.
2. Total destruction: If the tenant can no longer live in the place, he/she can move out, notify the landlord and stop paying rent. The rental agreement and responsibility to pay rent ends when the tenant moves.

After the tenant moves, the landlord must return any deposits and/or pre-paid rent to the tenant. Rent paid for the time the tenant didn't live in the dwelling must be returned (counted from the day of the casualty and including the day of the casualty) to the tenant. (A.S. 34.03.200)

### housing codes

The primary objective of codes is the protection of the health and safety of the people who live in houses and apartments. A minimum standard of maintenance is set, making the landlord (not his tenants) responsible for keeping rental property in decent shape. (The section of this booklet called LANDLORD DUTIES explains what the landlord is expected to repair and maintain.)

The law protects tenants who use their right to report code violations. If they call to complain and ask for an inspection, the landlord cannot take revenge by evicting or harassing the tenant. Alaska has a statewide fire code but does not have a statewide housing code.

The following places do have local housing codes. Report sub-standard conditions to:

- Anchorage - New Construction—Building Safety Division (264-6533)
- Existing Housing—Health & Environmental Protection (264-4666)

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## SPECIAL RULES FOR MOBILE HOMES

### rental agreements

Rental agreements between mobile home park operators and mobile home park tenants may not:

1. prohibit the tenant from selling his mobile home (unless the mobile home is in violation of laws or ordinances, the proposed buyer doesn't agree with the terms of the existing rental agreement or the buyer does not have sufficient financial responsibility, and the park operator notifies the tenant of his/her objection in writing 30 days in advance);
2. require the tenant to provide permanent improvements to park property (the tenant may be required to maintain existing conditions);
3. require the tenant or prospective buyer to pay a fee to sell or transfer the mobile home (unless services were actually performed by the park operator to assist the sale or transfer, and the tenant was notified in writing of these charges before he/she moved into the park), or
4. require a fee to set up a mobile home in the park or to move an existing home out of the park (unless services were actually performed by the park, and the tenant was notified in writing of the charges before he/she moved into the park).

### capital improvements

Mobile home park operators must give prospective tenants a list of all capital improvements that will be required (skirting, utility hookups, tie-downs, etc.) before the tenant moves in. Even though park operators may specify the type of equipment, tenants cannot be required to buy their equipment from the park operator.

### eviction

Mobile home park tenants may be evicted only if:

1. they are behind in the space rent; or
2. they are violating a law or ordinance, and the violation endangers the health, safety or welfare of others in the park; or
3. the tenant has substantially violated a reasonable term or provision of the initial written rental agreement; (new law, effective 8/18/83)
- or
4. there is to be a change in the use of the land on which the park is located. When there is to be a change in the use of the mobile home park land, landlords or park operators must give tenants a 90-day written notice, unless a longer period was specified in a previously signed lease.

For all other evictions, the same notices are required as for other types of tenants. (A.S. 34.03.040c, 34.03.080d, 34.03.130c and 34.03.225)

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# MOVING OUT

## proper notice

When a tenant wants to move, the law requires that he/she give a written notice 30 days before the next rental due date. For example, if rent is due on the 8th of each month and the tenant decides on January 20 that he/she wants to move, the soonest he/she could get out of the obligation would be March 8, providing the tenant gives a written notice on or before February 8.

(Tenants who rent by the week must give 14 days written notice.)

Tenants not giving proper written notice will be held responsible for rent up to that 30-day period or until the place is re-rented, whichever is less.

This does not include tenants who are moving because of serious problems which the landlord has not fixed (see the section under LANDLORD DUTIES).

Also, tenants who do not give proper written termination notice, the proper number of days before they move out, may have to wait 30 days after the move to get their security deposit refund (with proper notice, the refund must come back in 14 days).

## cleaning and damages

Tenants should clean the dwelling completely before moving, including the refrigerator, bathtub, toilet and oven. Other cleaning responsibilities may have been spelled out in the rental agreement, lease or landlord's posted rules.

When the place has been cleaned, the tenant and landlord should inspect the place together, using the damage list prepared when the tenant first moved in as a guide. Tenants cannot be charged for ordinary wear and tear. But, since landlords and tenants sometimes disagree on what "ordinary wear and tear" is, here are some guidelines:

1. A family with children or pets will wear things out faster — this type of wear is the landlord's responsibility.
2. If something cannot be cleaned because of the landlord's act or negligence, it is the landlord's responsibility (non-washable paint on the walls, water leaks staining the walls, etc.).



3. Shampooing carpets and painting walls are usually considered landlord responsibilities, as these items are bound to get dirty through normal usage. Holes in the carpet or writing on the walls, however, are not normal wear and tear and are the tenant's responsibility to repair.

Damages caused by the tenant are the tenant's responsibility, even if they were caused by an accident. The damage deposit can be kept by the landlord in the amount needed to make repairs. If the tenant has purposely destroyed the landlord's property (throwing a rock through the window, writing on the walls, smashing furniture, etc.) the tenant may be guilty of a misdemeanor and face up to one year in prison, a \$500 fine or both and will still have to pay for the damage.

## deposit return

After either the landlord or the tenant has given a proper written termination notice, (see the section above: "Proper Notice"), then the landlord must return the security deposit to the tenant within fourteen (14) days after the tenant moves out, or the landlord must send a written notice telling the tenant why any or all of the deposit is being kept by the landlord.

If the tenant does not give proper written termination notice, then the landlord can take up to thirty (30) days after the tenant moves to send the tenant's deposit refund or a written notice about withholding refund.

The landlord is obligated to send the written notice plus the refund being returned to the tenant to the last known address of the tenant. Therefore, the tenant should be sure to give the landlord a good forwarding address, since the landlord has the duty only to make a "reasonable effort" to locate the tenant, and only if the landlord "actually knows or has reason to know" how to locate the tenant.

(These are some new amendments, effective 7/19/82.)

Deposits may be kept only if the tenant:

- causes damage;
- owes back rent;
- doesn't leave the place as clean as it was when he/she moved in (other than ordinary wear and tear that cannot be removed by cleaning);
- does not comply with previously agreed upon requirements of deposit return as specified in the lease, rental agreement or landlord's posted rules. (A.S. 34.03.0706)

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Fairbanks - Fairbanks Building Official (452-1881)  
 Juneau - Juneau-Douglas Borough Housing Inspector (586-3300)  
 Ketchikan - City Building Inspector (225-3111)  
 Kodiak - City Building Inspector (486-5731)

## condemned

Buildings inspected and found to be very unsafe may be condemned. The housing inspector will tell the landlord that he/she must repair the problems or he/she will be taken to court. If the problems are so serious that the inspector feels the building is beyond repair, the inspector will order that it be torn down.

The tenant may come home one day and find a sign posted on the building saying that the place is unsafe for anyone to live there. Tenants should immediately find out when the inspector and landlord expect all the tenants to move. They should also see an attorney before paying any more rent.

## landlord duties

These are the things tenants can expect their landlords to do:

1. make all repairs to keep the dwelling in a livable condition;
2. keep all common areas (stairs, halls, yard, garage area, etc.) clean and safe;
3. keep in safe and working condition all electrical, plumbing, toilet ventilating (fans, windows), air conditioning, kitchen and other appliances or facilities supplied by him/her;
4. provide garbage cans and arrange for removal service;
5. supply running water and reasonable amounts of hot water and heat at all times, unless there is a severe energy shortage or the furnace or hot water heater is in the complete control of the tenant (as in a house);
6. if requested by the tenant, supply locks and keys. If the lock can be easily broken, it does not provide enough protection. A tenant can demand that a proper lock be put on the door.

This is a check list of the main things the landlord should repair and maintain:

- doors, windows, roof, floors, walls, and ceilings that leak or have holes;

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- plumbing fixtures (must work, not leak and provide a reasonable amount of running, hot and cold water at a reasonable water pressure level);
- a working and safe stove and oven;
- a reliable heating system which provides heat to all rooms in a reasonable amount;
- a safe electrical system (no loose or exposed wires, sockets that do not spark and enough power so the system does not blow fuses when used normally);
- windows (or fans) that provide fresh air when wanted;
- enough garbage cans to provide an adequate and safe trash removal service;
- extermination service if roaches, rats, mice or other pests infest the building, apartment or property;
- proper maintenance of vacuum cleaners, washing machines, dish washers, etc. supplied by the landlord (when not abused or broken by the tenant).

If the dwelling is in an isolated area where public sewer or water service is not available, the landlord does not have to provide those services; however, if the landlord privately provides these services at the beginning of the rental agreement, he/she must maintain the services. If there is a serious problem with something mentioned above that is not the tenant's fault, the law provides remedies for the tenant. The landlord must be given a reasonable chance to fix the problem first, but if he/she won't fix it, here is what the tenant can do:

1. **MOVE.** The tenant gives the landlord a written notice describing the problem and saying that if the problem is not fixed within 10 days, he/she will move within 20 days. If the problem is fixed within 10 days, but the tenant still wants to move, a regular 30-day notice is required.

2. **EMERGENCY REPAIR AND DEDUCT.** If heat, water, sewer or other essential service breaks down, the tenant may get the problem fixed and deduct the actual and reasonable expenses from the next month's rent. The tenant must give the landlord a written notice that this is what he/she plans to do, and if the problem is major, the tenant must provide the landlord with a copy of the estimated repair costs. However, once written notice is given, the tenant may immediately go ahead with repairs. If the cost is very great, it is advisable to contact a lawyer before proceeding with repairs. If the problem cannot be fixed right away and it

## landlord duties

makes the dwelling unlivable, the tenant can give the landlord written notice that he/she is moving into substitute housing. The tenant is excused from paying rent until the problem is cured and may charge the landlord for the cost in excess of rent of staying in a hotel or other substitute housing until the problem is fixed. (A.S. 34.03.180)

3. **SUE FOR DAMAGES.** If the tenant or his family have suffered because the landlord failed to fix something, the tenant can sue. If the total amount is less than \$2,000, the tenant may sue in the state small claim court. For larger claims, the tenant should see a lawyer.

4. **WITHHOLD RENT.** In some cases where the problem is really serious, it may reduce the value of the dwelling. If this happens, tenants may give written notice to their landlord that they refuse to pay a part of their rent until the problem is fixed. However, landlords and tenants may not agree on what is a serious problem, so it is wise to see a lawyer before using this remedy.

If the tenant notified the landlord in writing of a problem, and the landlord fixed it within the time allowed, but through the landlord's negligence, virtually the same thing happens again within 6 months, the tenant may terminate the rental agreement with a 10-day written notice. The notice must specify the problem and the date of termination.

## handyman agreements

In the renting of a house or duplex, the landlord and tenant may agree **IN WRITING** that the tenant will be responsible for (4), (5) and (6) of the **LANDLORD DUTIES**. Also, if it is done in good faith, the landlord and tenant of any dwelling may agree that the tenant will do specific repairs, remodeling or maintenance jobs in exchange for payment or reduction of rent, etc. The landlord cannot force a tenant to agree to this kind of arrangement to get out of his/her obligations as a landlord. It must be



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## tenant duties

These are the duties tenants must perform to keep their part of the rental bargain:

1. pay rent on time;
2. keep the place clean;
3. use the facilities properly (sinks, toilet, kitchen appliances, etc.);
4. do not disturb the neighbors;
5. do what is required by the lease, rental agreement or landlord's posted rules;
6. replace or fix anything damaged or broken because of an accident or carelessness;
7. do not destroy, damage or deface any part of the property.

If tenants do not uphold their end of the bargain, the landlord may be able to evict them. Eviction notices must be in writing and be specific about the problem in question. If the tenants were notified of a problem and remedied the problem within the time allowed, but the problem occurs again within 6 months, the landlord may evict the tenant using a 10-day written notice. The notice must specify the problem and the date of termination.

## eviction

Landlords may evict tenants:

1. for failure to pay rent when it is due;
2. when the tenant has broken an important part of the rental agreement.

## eviction

Many people think that tenants cannot be evicted in the winter in Alaska or if they have small children. This is not true.

A 10-day written notice is required when a landlord is evicting because the tenant is behind in his/her rent. If the rent is paid before the 10 days are up, the tenant may stay. The notice must tell tenants they have the choice of paying or moving. Ten days notice is also required when the landlord is evicting because the tenant has refused reasonable requests to enter the dwelling or has broken the rental agreement more than once in a 6-month period.

A 20-day written notice is required when the landlord is evicting because the tenant has broken an important part of the rental agreement, such as using the place illegally, etc. If the tenant fails to maintain the rental unit with the result that the health and safety of others are endangered, the landlord may deliver a written notice to correct the problem within 10 days of the receipt of the notice, or the tenant will have to move within 20 days. If the problem is corrected, the tenant may stay.

A 30-day written notice is required when the landlord wishes to evict for general reasons. This notice must be delivered 30 days before the next rental due date.

Eviction notices must be in writing, and the landlord cannot harass the tenant by:

- shutting off utilities
- changing the locks
- taking the tenant's belongings

If the tenant refuses to move at the end of the notice period (10, 20 or 30 days), the landlord must go to court to evict. The court calls most eviction suits "Forcible Entry and Detainer" (F.E.D.) cases. Here is how F.E.D. works:

The landlord files his/her claim with the court. The tenant will receive a complaint and summons to appear in court and give his/her side of the story. The trial will be scheduled 2-4 days after the summons is served. Tenants must act quickly; if they don't want to be evicted. See a lawyer.

Tenants may have legal defenses or claims against the landlord which could prevent an eviction. Again, see a lawyer. If the tenant loses at the trial, the judge will sign an order telling the State Troopers to remove the tenant from the dwelling. The tenant may also have to pay the landlord's attorney fees, but if the tenant prevails, the landlord may have to pay the tenant's attorney fees. F.E.D. cases are usually handled by district court. For more information on evictions, read A.S. 09.45.060-160, Forcible Entry and

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made in writing, signed by both parties and cannot be on the same paper as the rental agreement. Also, this agreement cannot be made if it will reduce or endanger the services to the other tenants. (A.S. 34.03.100)

Detainer. Information on preparing an eviction suit may be found in the Alaska Rules of Court, volume 2 - Civil Rules (read rules 1-5, 10, 76 and 85). The Rules of Court are available at the Alaska Law Library or your local magistrate's office.

## retaliation

IF THE TENANT

1. complains to the landlord about repairs or failing to make repairs; OR
2. uses his/her rights under the Alaska Landlord-Tenant Law; OR
3. joins a tenant union or organization, OR
4. complains to a government agency about code violations or rent eviction controls:

THEN, THE LANDLORD CANNOT

1. raise the rent; OR
2. decrease services (such as shutting off utilities, etc.), OR
3. evict the tenant.

If the tenants feel illegal retaliation has occurred against them, they can move out or stay and sue for as much as 1 1/2 times their actual damages.

An eviction is not considered illegal retaliation, if it is done because:

- the tenant is behind in the rent;
- the landlord must make repairs to meet code requirements or big changes that require a vacant dwelling;
- the tenant is using the place for illegal purposes;
- the landlord wants to use the place for something other than a rental dwelling for at least 6 months, or for personal purposes;
- the property is being sold.

Rent increases are not considered illegal retaliation if the landlord can show:

- a sizeable increase in taxes or cost of maintaining the property (not including the cost of repairing something because of a tenant's complaint);
- that similar dwellings are being rented for a higher rate, and in fact, the landlord has been undercharging;
- that the cost of major improvements made to the property are being passed on to all tenants fairly and equally. (A.S. 34.03.310)

# MASTER SIGN-IN

276-7788

Pg 1

NAME	ADDRESS AND ZIP CODE	PHONE NUMBER	RENTER	NON-RENTER
Margaret Moore	1011 Hollywood Dr. <sup>26, 31</sup>	277-2395	Panorama	View
Lori Rodriguez	777 Elm St. 99501	279-9229	Panorama	View
M. V. V. V. V. V.	1190 E. Blvd. Bldg 24-514 99501	277-5817	Panorama	View
Lydia Harbo	4322 Keka Bldg 2 99524	337-1071	Star	North
Peggy Culham	821 Elm St - 20-425	272-4945	✓	(*)
Maria Perry	1020 CSI Bluff 99501	276-7673	✓	(*)
Waldemar H. H.	700 W. 26th Apt. 16 99503	277-9238	✓	
W. H. H.	5350 Lake St. 99501	276-3734	✓	
W. H. H.	370 W. 32nd Ave 99501	277-5469	✓	
W. H. H.	601 W. 32nd Ave 67	279-2040	✓	
W. H. H.	1140 E. Bluff Dr. #510	278-2480	5 ✓	N
W. H. H.	814 Jay St. (W). 581	710 Home	H	
W. H. H.	1537 Columbia			
William Boyd	1140 E Bluff Apt. 515 24	279-1120	Panorama	View (*)
W. H. H.	P.O. Box 4-150, Anch. 99509	276-8448	1	
W. H. H.	902 W. 26th Ave. 99501	277-4777	1	
W. H. H.	111 Mulder	333-5666		3
W. H. H.	811 E. Elm apt 421 - Bldg 20	276-1945	✓	
W. H. H.	230 W 14th Ave	277-9154	1	
W. H. H.	3511 7th Ave. Apt 1102	274-8256	✓	
W. H. H.	1029 SAN FERNANDO #3	333-2657	✓	
W. H. H.	4341 W. Biagaw	276-7274	✓	
W. H. H.	2204 ROSS BLVD #1	248-2245		
W. H. H.	4125 Kuyper Dr 04	333-1634		✓
W. H. H.	2327 P. 20th St.	278-1117	✓	(*)
W. H. H.	333 W 4th Ave	277-2481	(*)	(*)
W. H. H.	1106 Hollywood	277-8200	✓	
W. H. H.	4306 Cedar #7 99503	271-2673	✓	
W. H. H.	4231 Laurel # 503	272-8777		
W. H. H.	" " # 202	272-6814	✓	
W. H. H.	1053 J. Kelly Dr	272-9837	PAN	(*)
W. H. H.	4114 Beta, P-3 99504	337-1170		
W. H. H.	7831 E. 6th Ave	337-8541		
W. H. H.	1150 E. BUFF	278-1952	PAN	

# MASTER SIGN-IN

NAME	ADDRESS AND ZIP CODE	PHONE NUMBER	RENTER	NON-RENTER
Edith Williams	746 E 73rd #2	344-1425	✓	X
1112 1115 Bryan Langille	Niles 99502	272-7276		
DEBORAH AMES	3825 Linn #A Apt 504	337-1581	✓	
Janice Sheffield	4117 Vance Dr 99504	337-3922	✓	
Rebecca Torbet	#524, Bldg 24 1140 E. Bluff Dr. 99501	277-4427	✓	*
Richard Stephenson	507- Bldg 24 1140 E Bluff Dr 99501		✓	
ROY BRUNS	1200 E. BLUFF 99500 APT 551, BLDG 24			
Mary Luttinger	3605 Acacia #260-(03)		✓	
Albert Walker	3401 Eureka Apt. 211	277-2079	✓	
Nabeah W. Brown	1515 E Tudor #2	276-0801	✓	
ANDREA MOSBY	1130 E. Bluff Dr #489-23	272-7056	✓	
ANN THOMAS	BLDG 45 Apt. 2226	277-0181	✓	*
Rosmarie Clayton	237 Grandway #3	333-0712	✓	
Jay Bailey	1109 Medea #3	276-4877	✓	
Abney Ornt	Bldg 24 Apt 53	276 6270	✓	
Elizabeth M. Bend	Bldg. 32 Apt 670 777 Elm.	278-1295	✓	
Kary Daley	Bldg 33 727 Elm St #672	272-5168	✓	*
Elaine Carls	✓ ✓ ✓ ✓ 676	274-2583	✓	*
Marlene Jones	4416 Reka Dr.	337-7711	✓	*
MR & MRS DARWIN JOHNSON	4231 Laurel # 213	278-3854	✓	
Paddy Black Coen	Bx 255 Eagle Ridge 99577	277-8067	✓	
Doree Brudigan	3801 W 79th Ave #2	248-1644	✓	
Sharon McGrath	1631 E. 27th #04	272-7157	✓	
Sarah DeMill	741 W 32nd #3	277-1897	✓	
Chet Kuntz	4230 Reka	337-0362		
Linda Switzer	901 Niche	276-2761		
Lynelle Miller	#47 Elm	277-8400		Dad Diane #
David Miller	727 Elm	277-8400		
To Mary	Kenn Pacific NW			
W. Kilpatrick	164 W 34th apt 126			
Harry Smith	TANDEM VIEW	277-7862	277-3531 ✓	bad #
Jewell Hall	1506 Cache DR	272-9431		✓
Fessie O'Rourke	319 Delaney St	272-9431	✓	*
Wanda W. Hodges	841 Elm Bldg 20, Apt 44	272-0189	✓	*



# STANFORD

NAME ADDRESS AND ZIP CODE PHONE NUMBER RENTER NON-RENTER

NAME	ADDRESS AND ZIP CODE	PHONE NUMBER	RENTER	NON-RENTER
Eric Dumas	3605 ARCTIC #799	279-6196	✓	
Mary Mullis	425 E 16th Apt 6	274 0846	✓	✗
J.M. GARRIGUES	Bx 10318 SOSTA	99511 344-5455		
Don Mullis	5300 2 ARK OTIS #9	344 5246	✓	
Eric Kunte	P.O. Box 1820, 9810	344-4839	✓	
Marcella Moore	5350 Lake Otis #12	344-4839	✓	
Buddy Horn	735 N. Park #3	278-2760	✓	
C. Ranni	3830 Parsons #7			
Ray McGoldrick	RES. 31 1222nd 99501	279-3903	✓	
ZANDRA MCGOLDRICK	MAILING BOX 458 CHUGIAK, 99567	279-3903	✓	
MART AFRAN	835 NELCHINA	277-3733		✓
WILLIE RAE				✓
Mattie in Agency				✓
G.R. Rodol	fls 3605 Arctic #575	345-0987		✓
J.H. Losinski	Apt 598 Bldg 28 1209 Hollywood Dr.	277-1077	3 ✓	✗
R. Andrews	1340 W. 26th St. SPENARVO			
R.P. Katz	1346 W. 26th St. APT. 3			✓
Rick Kaminski	3903 Sealor Rd		✓	
DVIE HADISH	6620 W. WEINER	243-3073		✓
Selina Meyer	P.O. Box 8118, 99508	276 3371	✓	
LARRY HIRSCH	111 Muldoon #10 99504	3335666	✓	
Mary Wells	230 W. 14th, Cmc #324 99501	278-4945	✓	✗
Marcia Hallen	APR BAY 048 99502	345-5124		
Marcia Hallen	4347 Braganza	276-7274	✓	
FRANK LEE	1611 JUNEAU ST	272-1972		
Eileen Ondo	4306 Cope #7 99503	272-2673	✓	
Jose Gonzalez	1026 F	277 4419		
M/Maria Keatle	1019 San Fernando #7	338-5094		
Barbara Jones	1019 S. 2nd	277-9569		✓
Ti No. 500	471 - 1st - 1st Bldg	247 2472		
Cyrus Smith	P.O. Box 122 - 1st Bldg			
DAN WILLIAMS	1100 E BLUFF OR #464 99501	279-6239	✓	
John Scott	100 - 1st - 1st Bldg			
Bob Sullivan	530 Murray #2	278-8954	✓	
Mattie Parker	701 West 19th		✓	

# ALGIVEN

NAME	ADDRESS AND ZIP CODE	PHONE NUMBER	RENTER	NON-RENTER
Jolly Morgan	3401 Eureka St #319 99503	279-2079	✓	
Cheryl Wright	814 10th Bldg #27 #380 99501	276-4507	✓	⊗
JAMES MAHER	4382 REKA 99504	333-8515	-	
Ed Sussman	3007 Archway Ave #2	272-2858	✓	
Wanda Cushman	1576 Latah #4	271-2404	✓	
Mary Mitchell	1353 W 27 <sup>th</sup>	272-1786	✓	
Georgia Sage	1353 W. 27 <sup>th</sup>	279-9986	✓	
Beulah Gardner	5360 LAKE OLYMPIA #10	344-2045	✓	
Edith Cobb	3323 Eide #5 99503	(AFTER 6P) 277-5291	✓	
Edmund H. Holbrook	apt 547, Bldg 25, GOVT HILL	none	✓	
Margaret	111 1 <sup>st</sup> ave	none		
Juliet Robinson	318 E. 9 <sup>th</sup> apt 2, 99501	274-1060	✓	
Freda Martin	2181 W. 36 <sup>th</sup> Ave 99503	243-6115	✓	
Joan Rogers	3935 New Roberts #1	338-3921	✓	
Mildred Cacer	624 Irving #4	271-4640	✓	
Paul Larson	8020 Boundary Ave #1	333-4246	✓	
Neil Bennett	2815 Aspen #8 99503	248-5331	✓	
Tim Ohler	631 E 22 #C-7	279-4967	✓	
Scott Magnus	111 Muldoon #4	337-5620	✓	
Brian Blatchford	1400 W. 25 <sup>th</sup> #6		✓	
Ralph Potts	6014 31 <sup>st</sup>		✓	
Queen Wung	3130 Tareon #7	279-8237	✓	
Richard	221 Meyer		✓	
Margaret Dickett	5010 International Ave #33	337 3718	✓	
Virginia Jones	4501 Carl #3	243 1876	✓	
Norm Hill	1201 Hollywood #6		✓	
Flora Kendall	810 E. 11 <sup>th</sup> #12		✓	
Kelly Fagundes	6527 Colonial Ct. #4 99502	243-2217	✓	

# SIGN-IN

NAME	ADDRESS AND ZIP CODE	PHONE NUMBER	RENTER	NON-RENTER
Frank [unclear]	1101 Hollywood Blvd Apt 623	274-1832	✓	(X)
William [unclear]	1903 W. 30th St #24 Anch AK 99503	777-2375	✓	(X)
Michelle [unclear]	1150 Hollywood Dr Anch AK #537 Apt 25 Bldg	276-4125	✓	(X)
Robert & Wilson	8040 F. [unclear] City	337-5127	✓	
Robert & Wilson	P.O. Box 1518 Anch AK	876-5181		
Harold H. [unclear]	8040 Broadway #9	337-5127	✓	
LIFFORD E. NEUBY	1700 E. Bluff Dr Apt 564 Anch. 99501	274-2268	✓	(X)
Thurman W. Brock	Apt 565 Bluff Dr 1700 E. Bluff Dr	274-2261	—	(X)
Jan [unclear]	230 W. 14th #406	272-6701		(X)
Mary Doughty	1200 Eagle #4	272-6701		
Cora [unclear]	1200 Eagle #3	274-9352		(X)
Robert Newkirk	2235 Arctic Blvd #311	277-1780		
Walt [unclear]	511 Elm St apt 424-20	None		(X)
Jerman [unclear]	230 W 14th #415	278-3582	✓	(X)
Laurie Terrall	SRA Box 2066C	344-5110	✓	
Barbara [unclear]	4117 Vance Drive	338-2038	✓	
Jessie [unclear]	1209 [unclear] Dr Apt 595	274-9281		
Barbara Doleman	1020 E. Bluff Rd #53-21 99501	276-8005	✓	(X)
Arnestine [unclear]	16 Bluff Dr B.V. 24 apt 932			
Donald P. [unclear]	1105 Hollywood Dr #613 Bldg 20	274-9020	✓	(X)
Joseph & [unclear]	1101 Hollywood Dr Apt 621 Bldg 20	276-2654	✓	
Elizabeth W. [unclear]	2912 W. 33rd #3	248-0385	✓	
Bill [unclear]	1104 W 53	279-4130	✓	
I. [unclear]	203 E 15th #11-8	264-5329	✓	
Robert [unclear]	307 Arctic Blvd	277-8826		
Victoria [unclear]	2031 E 46 #6	277-5200	✓	
Daniel [unclear]	3911 72nd Court	344-1605	✓	
Peter [unclear]	777 Elm Dr #667 Bldg 32	273-8216	✓	(X)
Mae Bell Collier	9015th 1746-99510 429 [unclear] apt 3	276-7801	✓	(X)
VA Smallwood	2344 B St #3 99503	274-2107	✓	
[unclear]	" " " " " "	" "	✓	
Agnes [unclear]	1716 W. Flower #2	277-5189	✓	
Thomas [unclear]	4318 E. 9th #2 99501	274-060	✓	
Renal [unclear]	1930 Arctic 99507			
Benny [unclear]	1100 E Bluff Dr. 99501	272-1157	✓	

NAME	ADDRESS AND ZIP CODE	PHONE NUMBER	RENTER	NON-RENTER
John E. Adams	1300 Hollywood Blvd #2121	272-2067	(X)	2
Rich Wolf	631 E. 22 <sup>nd</sup> # 1-12	278-3827	3	
Wendy [unclear]	821 [unclear] #427	277-8838	2	
William Brown	2703 W. 34 <sup>th</sup> Ave.	243-8702	2	
Foxworth, Kathleen	1105 Hollywood Dr. Apt 617	278-1368	2	(X)
KURT MARSCH	545 W. 11 <sup>th</sup> AVE. 99501	272-9259	1	
Mark Merrick	1305 Birchwood St.	None	1	
Mary [unclear]	902 W 26 <sup>th</sup>	None	2	
Kathleen [unclear]	503 W. 25.	None	1	
PAOLO HOLDER	Box 3494 AX 99510	279-8147	1	
Flora Cady	230 W. 14 <sup>th</sup> Apt 307	278-1143	1	(X)
KEAT. SANFORD	2401 DENALI #6	279-8190	3	
Robert [unclear]	821 Elm St Apt 402	277-8838		(X)
Sherry [unclear]	821 Elm Apt 422	277-8257		(X)
Alan Backford	1229 Cordova St. Apt. B 99501	279-8039		(X)
John [unclear]	1200 E BLUFF DR. 561	277-0355		(X)
Carole Buleman	1200 E BLUFF DR 561	277-0355		(X)
Thip R. Volled	667 "A" St 2 99501	276-5231		
Emilia [unclear]	1106 W 15 <sup>th</sup> 99501	277-2475		
Bob [unclear]	3727 Richmond #1 99501	277-057	✓	
Richard [unclear]	5740 Muldrom Circle 99504	377-1938	✓	
John [unclear]	3631 W. 80 <sup>th</sup>	24-81617	✓	
Robert T. Hunt	7078 [unclear] Rd #7	243-3378		
James [unclear]	" " " "	"		
Teri [unclear]	6019 E 12 <sup>th</sup> 99504	338-0981		-
Danica [unclear]	" "			
Kitty [unclear]	4382 REKA 504	333-8515		(X)
Ken [unclear]	[unclear] 525	274-3125	✓	(X)
Greene	[unclear] 1009	None		
JR Green	[unclear] 609	None	✓	
STAFFORD Roy	Panama View HOLLYWOOD DR	276-5388	✓	
Susan [unclear]	900 W. 26 <sup>th</sup> Ave 99501	277-1095		
Carol [unclear]	4333 San Francisco 99501	NOT AT MARKET		

CHAPTER = 34.03  
SECTION = 34.03.010  
TITLE = 34

HEADINGS TITLE 34.  
Property.  
CHAPTER 03.  
Uniform Residential Landlord and Tenant Act.  
ARTICLE 1.  
Purposes and Rules of Construction.

CITATION Sec. 34.03.010.

CATCH LINE

PURPOSES; RULES OF CONSTRUCTION.

TEXT

(a) This chapter shall be liberally construed and applied to promote its underlying purposes and policies.

(b) The underlying purposes and policies of this chapter are to

(1) simplify, clarify, modernize and revise the law governing the rental of dwelling units and the rights and obligations of landlord and tenant;

(2) encourage landlord and tenant to maintain and improve the quality of housing; and

(3) make uniform the law among those states which enact it.

HISTORY (Sec. 1 ch 10 SLA 1974)

END OF DOCUMENT

CHAPTER = 34.03  
SECTION = 34.03.180  
TITLE = 34

HEADINGS TITLE 34.

Property.

CHAPTER 03.

Uniform Residential Landlord and Tenant Act.

ARTICLE 5.

Tenant Remedies.

CITATION Sec. 34.03.180.

CATCH LINE

WRONGFUL FAILURE TO SUPPLY HEAT, WATER, HOT WATER OR ESSENTIAL SERVICES.

TEXT

(a) If, contrary to the rental agreement 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

(1) procure reasonable amounts of hot water, running water, heat, sanitary facilities and essential services during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the rent;

(2) recover damages based on the diminution in the fair rental value of the dwelling unit; or

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

(b) If the tenant proceeds under this section, he may not proceed under sec. 160 of this chapter as to that breach.

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

HISTORY

(Sec. 1 ch 10 SLA 1974)

END OF DOCUMENT

CHAPTER = 34.03  
SECTION = 34.03.310  
TITLE = 34

HEADINGS TITLE 34.  
Property.  
CHAPTER 03.  
Uniform Residential Landlord and Tenant Act.  
ARTICLE 8.  
Retaliatory Action.

CITATION Sec. 34.03.310.

CATCH LINE

RETALIATORY CONDUCT PROHIBITED.

TEXT

(a) Except as provided in (c) and (d) of this section, a landlord may not retaliate by increasing rent or decreasing services or by bringing or threatening to bring an action for possession after the tenant has

(1) complained to the landlord of a violation of sec. 100 of this chapter;

(2) endeavored to avail himself of rights and remedies granted him under the provisions of this chapter;

(3) organized or become a member of a tenant's union or similar organization; or

(4) complained to a governmental agency responsible for enforcement of governmental housing, wage, price or rent controls.

(b) If the landlord acts in violation of (a) of this section, the tenant is entitled to the remedies provided in sec. 210 of this chapter and has a defense in an action against him for possession.

(c) Notwithstanding (a) and (b) of this section, a landlord may bring an action for possession if

(1) the tenant is in default in rent;

(2) compliance with the applicable building or housing code requires alteration, remodeling, or demolition which would effectively deprive the tenant of use of the dwelling unit;

(3) the tenant is committing waste, or a nuisance, or is using the dwelling unit for an illegal purpose or for other than living or dwelling purposes in violation of his rental agreement;

(4) he seeks in good faith to recover possession of the dwelling unit for personal purposes;

(5) he seeks in good faith to recover possession of the dwelling unit for the purpose of substantially altering, remodeling, or demolishing the premises;

(6) he seeks in good faith to recover possession of the dwelling unit for the purpose of immediately terminating for at least six months use of the dwelling unit as a dwelling

unit; or

(7) he has in good faith contracted to sell the property, and the contract of sale contains a representation by the purchaser corresponding to (4), (5) or (6) of this subsection.

(d) Notwithstanding (a) of this section, the landlord may increase the rent if he

(1) has become liable for a substantial increase in property taxes, or a substantial increase in other maintenance or operating costs not associated with his complying with the complaint or request, not less than four months before the demand for an increase in rent; and the increase in rent bears a reasonable relationship to the net increase in taxes or costs;

(2) has completed a capital improvement of the dwelling unit or the property of which it is a part and the increase in rent does not exceed the amount which may be claimed for federal income tax purposes as a straight-line depreciation of the improvement, prorated among the dwelling units benefited by the improvement;

(3) can establish, by competent evidence, that the rent now demanded of the tenant does not exceed the rent charged other tenants of similar dwelling units in his building or, in the case of a single-family residence or if there is no similar dwelling unit in the building, does not exceed the fair rental value of the dwelling unit.

(e) Maintenance of the action under (c) of this section does not release the landlord from liability under sec. 160(b) of this chapter.

HISTORY (Sec. 1 ch 10 SLA 1974)

END OF DOCUMENT

CHAPTER = 34.03  
SECTION = 34.03.360  
TITLE = 34

HEADINGS TITLE 34.

Property.

CHAPTER 03.

Uniform Residential Landlord and Tenant Act.

ARTICLE 9.

General Provisions.

CITATION Sec. 34.03.360.

CATCH LINE

DEFINITIONS.

TEXT In this chapter

(1) "abandonment" means that the tenant has left the dwelling unit and his personal belongings in it and has been absent for a continuous period of seven days or longer without giving notice under sec. 150 of this chapter and has defaulted in the payment of rent;

(2) "building and housing codes" include any law, ordinance, or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance of a premise or dwelling unit;

(3) "dwelling unit" means a structure or a part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household, and includes mobile homes, and if located in a mobile home park, the lot or space upon which a mobile home is placed;

(4) "fair rental value" means the average rental rate in the community for available dwelling units of similar size and features;

(5) "good faith" means honesty in fact in the conduct of the transaction concerned;

(6) "landlord" means the owner, lessor, or sublessor of the dwelling unit or the building of which it is a part, and it also means a manager of the premises who fails to disclose as required by sec. 80 of this chapter;

(7) "organization" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having

habitation, or the construction, maintenance, operation, occupancy, use, or appearance of a premise or dwelling unit;

(3) "dwelling unit" means a structure or a part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household, and includes mobile homes, and if located in a mobile home park, the lot or space upon which a mobile home is placed;

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(6) "landlord" means the owner, lessor, or sublessor of the dwelling unit or the building of which it is a part, and it also means a manager of the premises who fails to disclose as required by sec. 80 of this chapter;

(7) "organization" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal entity;

(8) "owner" means one or more persons, jointly or severally, in whom is vested all or part of the legal title to property or all or part of the beneficial ownership of property and a right to present use of the premises; and the term includes a mortgagee in possession;

(9) "person" includes an individual or organization;

(10) "premises" means a dwelling unit and the structure of which it is a part and facilities and appurtenances in it and grounds, areas and facilities held out for the use of tenants generally or whose use is promised to the tenant;

(11) "prepaid rent" means that amount of money demanded by the landlord at the initiation of the tenancy for the purpose of ensuring that rent will be paid, but does not include the first month's rent or money received as security for damage;

(12) "rent" means the uniform periodic payment due the landlord, however denominated;

(13) "rental agreement" means all agreements, written or oral, and valid rules and regulations adopted under sec.

130 of this chapter embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises;

(14) "sanitary facility" means a flush toilet and proper drainage for all toilets, sinks, basins, bathtubs and showers;

(15) "single family residence" means a structure maintained and used as a single dwelling unit;

(16) "tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others;

(17) "undeveloped rural area" means an area where public sewer or water services are not available;

(18) "wear resulting from ordinary use" means deterioration of the premises which is the result of the tenant's normal nonabusive living and includes but is not limited to deterioration caused by the landlord's failure to prepare for expected conditions or by the landlord's failure to comply with his obligations.

HISTORY (Sec. 1 ch 10 SLA 1974)



Alaska State  
HOUSE OF REPRESENTATIVES

# Committee on

February 21

Week of February  
1:30 p.m., Room

- Joe O'Connell  
will testify  
- The Coalition  
will have 20  
people!  
- Janine Reep  
Legal Svcs - Jmo

Ms. Barbara Thorn  
Alaska Legal Services  
615 "H" Street, Suite #100  
Anchorage, Alaska 99501

No meeting schedule due to the floor session.

Dear Ms. Thorn:

~~Tuesday, February 22~~  
The House Judiciary Committee will be considering House Bill 1 on  
Wednesday, February 23, 1983 at 1:30 p.m. The bill proposes changes in  
the landlord-tenant act. I would appreciate it if you or another  
attorney in your office would plan to give testimony at the hearing.  
Your comments on the bill would aid us in our deliberations. Thank you.

\*\* SSHB 10 An Act to sincerely, a limitation controlled  
substances.

Wednesday, February 23

HB 84 Representative Don Clocksin  
An Act relating to smoking in public  
places and vehicles.

DC:JR:blg

Thursday, February 24

HB 84 An Act relating to smoking in public  
places and vehicles. (Teleconference)

SSHJR 7 Proposing amendments to the Constitution  
of the State of Alaska relating to the  
election of attorney general and to procedure  
governing the election and term for state  
offices to be elected under the constitution.

Friday, February 25

SSHB 1 An Act relating to landlords and tenants  
(Teleconference)

Handwritten notes and signatures at the bottom of the page.

375 is 100% of 1000

ASHA Landlord Survey Results

The United States Housing Act of 1937 established a number of housing programs designed to provide low rent housing for low income Americans. The Section 8 Existing program under this act allows qualified individuals access to privately held rental units through a rental subsidy paid to the owner. This program is regulated by the U.S. Department of Housing and Urban Development (HUD) and managed in Alaska by the Alaska State Housing Authority (ASHA).

The purpose of this survey is to determine the number of housing units in Anchorage which are involved in and/or available to people in the Section 8 Existing program. We started with a list from ASHA of individuals or companies who have, or have had, a contract with ASHA for the subsidization of one or more tenants under this program. During July and August of 1983, Lourdes Dawag with some assistance called each person or company and contacted 622 of them (60% respondency rate). The results fall into four broad categories: Take/Have Section 8 Tenants, Don't Have Section 8 Tenants, No Rentals and No Responce.

HUD annually establishes a Fair Market Rent schedule for this program based on the levels below which fourty percent of the units' rents fall. In Anchorage, these levels are currently \$375 for an efficiency, \$442 for a one-bedroom apartment, \$512 for a two-bedroom, \$574 for a three-bedroom, and \$638 for a four-bedroom apartment.\*

To qualify for the subsidy under this program, someone who has received a certificate stating that s/he is qualified for the program must find a unit that falls below the Fair Market Rent (FMR) ceilings. Under the Take/Have Section 8 Tenants category, the survey results are further grouped based on this requirement and the rents quoted by our contacts.

Table I shows the general results of this survey. Table II only involves those property managers who are still in the business and the corresponding number of units in each group or category. Table III shows the Take/Have Section 8 Tenants category and the minimum number of units actually involved in the program. Tables IV shows vacancy rates by category and unit.

Table I - Total Property Managers with Current or Historic ASHA Contracts

Take/Have Section 8 Tenants	178	17%
Don't Have Section 8 Tenants	163	16
No Rentals	281	27
No Responce	418	40
TOTAL	1040	

We attempted to contact each individual twice at different times of the day before placing them in the No Responce category.

\* Federal Register Vol. 47, No. 239, Monday December 13, 1982

Table II includes the subdivision of the Take/Have Section 8 Tenants category into three groups. This subdivision reflects the ability of the units in question to qualify for a new Section 8 Existing tenant based on the HUD Fair Market Rent (FMR) ceilings.

Table II - Property Managers and Units

	<u>No./Percent Property Managers</u>		<u>No./Percent Units</u>	
<u>Take/Have Section 8 Tenants</u>				
Below FMR	57	17%	1471	16%
Above FMR	72	21	3360	38
Unknown	49	14	532	6
Subtotal	178	52%	5363	59%
<u>Don't Have Section 8 Tenants</u>	163	48	3778	41
TOTAL	341		9141	

Table III reflects information extrapolated from the response of our contacts. We have assumed that each 'yes' to the question 'Do you currently rent to someone with a Section 8?' means that one of the property managers units is involved in the program unless otherwise stated.

Table III - Units and Section 8 Existing Units (Percent of Total Units - 9141)

	<u>No./Percent Units</u>		<u>No./Percent Section 8 Units</u>	
<u>Take/Have Section 8 Tenants</u>				
Below FMR	1471	16%	68	.74%
Above FMR	3360	38	77	.84
Unknown	532	6	168	1.84
Total	5363	59%	313	3.42%

The Unknown group has not been included in Table IV due to lack of information. Also, some of the information has been extrapolated based on a similar assumption to the one above: All of the units of a property manager are said to be vacant, not vacant, or unknown based on the property manager's yes/no/unknown answer to the question 'Do you have any vacancies?'

Table IV - Vacancy Rates by Unit

	<u>Have/Take Section 8 Tenants</u>			<u>Don't Have Section 8 Tenants</u>		<u>Total</u>				
	<u>Above FMR</u>	<u>Below FMR</u>	<u>Total</u>							
No Vacancies	1351	92%	3304	98%	4655	96%	3750	99.3%	8405	97.6%
Vacancies	56	4	51	1.5	107	2	18	.5	125	1.4
Unknown	64	4	5	.1	69	1	10	.3	79	.9
TOTAL	1471		3360		4831		3778		8609	

The above tables show that 17% of the property managers who have a record of involvement in the Section 8 Existing program are currently involved. 52% of the property managers still in the business have a current contract with ASHA, representing 59% of the units in question. 16% of the units managed by our contacts have rents below the 1983 Fair Market Rent ceilings set by HUD, and a minimum of .74% of these units are currently involved in the program. Vacancy rates reflect those compiled by the Housing Referral Office on Elmendorf Air Force Base which show that although there is an area wide vacancy rate of about 6%, it remains at about 2% for low rent housing.

To put this in perspective, we contacted people who manage about 12% of the estimated 77,915 housing units currently in Anchorage.\* According to the 1980 US Census, 54.5% of the units at that time were owner occupied. According to HUD, this percentage has probably increased since the census to about 58% due to large scale condominium building and conversion. These percentages indicate that between 32,500 and 35,500 housing units are currently rental units in Anchorage. We talked to people who manage 27% of these units.

Assuming that the people we weren't able to contact are not currently involved in the Section 8 Existing program, 15 to 16% of the total estimated number of rental units are managed by people who have a current contract with ASHA. 4 to 5% of the units at their current rents fall below the Fair Market Rent ceilings established by HUD and are therefore qualified to house a new Section 8 Existing tenant if they are vacant. A minimum of 1% of the units are currently involved in the program.

3.5%

\* Official 1983 Municipal Housing Stock Census, Municipality of Anchorage, Community Planning Department.

Comments included in response to question #1, "Do you currently rent to People with Section 8's?"

- "Don't want more, have problems with ASHA."
- " No longer open to ASHA"
- " Never interested again - tenant problems"
- "Problems: damages - hard to collect payment from ASHA"
- "Not any more. Too Much paperwork."
- "No, off the market price"
- "No, too low, #200 off the market"
- "No, no, no, never"
- "No! No! No!"
- "No! Never again!"
- "Only if meet standards; no 'roaches'"
- "Too much trouble"
- "Won't qualify" (rents much higher than HUD ceiling.)
- "Bad experience in the past."
- "Don't qualify" (rents too high)
- "Have problems"
- "Used to, never again -- had to replace refridgerator/carpets/curtains.  
No problem with payments."
- "Sold all rentals. Section 8's were why we sold them"
- "Had terrible luck with section 8's. Couldn't get people to pay  
their share."

# NMHC Newsletter

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## SENATORS DOLE AND GARN ADDRESS NATIONAL MULTI HOUSING COUNCIL BOARD OF DIRECTORS AND ADVISORY COMMITTEE

Senator Robert Dole (R-KS), Chairman of the Senate Committee on Finance, expressed his support for current tax preferences for the production and ownership of multifamily rental housing at a meeting of the National Multi Housing Council, (NMHC) Board of Directors and Advisory Committee on February 28. In response to questions Dole stated that consistency in tax policy is essential to the economic recovery of the multifamily housing industry. The Finance Committee Chairman said that he did not foresee changes in current tax incentives which bring capital into the real estate market.

Senator Dole also indicated that he was not advocating any changes in the Accelerated Cost Recovery Schedule for new and existing properties. Dole's comments were enthusiastically received by the Directors and Advisory Committee members. Bob Sheridan, Co-chairman of NMHC said that: "we were impressed by Senator Dole's remarks and his sensitivity to the need for consistency and giving the 1981 ACRS changes time to work."

In the past months, representatives of the multifamily housing industry have expressed growing concern that the search for revenue to reduce federal deficits might result in changes to current tax incentives required to produce multifamily housing. Such change would have a devastating impact on the industry's ability to pull out of the housing recession according to Allen Cymrot, NMHC Vice-chairman.



Special luncheon guest, Senator Jake Garn answers questions on national housing policy from NMHC Directors and Advisory Committee Members.



Senator Bob Dole, Chairman of the Senate Finance Committee discusses possible changes in the federal tax code which might effect the multifamily housing industry with NMHC Board of Directors and Advisory Committee members.

At a later session, Senator Jake Garn (R-UT), Chairman of the Senate Committee on Banking, Housing and Urban Affairs reinforced Senator Dole's position saying he also did not anticipate changes to current tax provisions regarding multifamily housing.

Garn also stated he personally did not support lengthening the depreciation schedule for residential structures.

In addition to Senators Dole and Garn the members of NMHC Board of Directors and Advisory Committee had a chance to visit and discuss housing policy with Senator John Heinz, member of both the Banking and Finance Committees, Senator Walter "Dee" Huddleston, Ranking Member of the HUD Appropriations Subcommittee, Congressman Henry Gonzalez, Stewart McKinney, Chairman and Ranking Member respectively of the Housing Subcommittee.

## NMHC ELECTS NEW DIRECTORS

The NMHC is pleased to announce the appointment of its 1983 Board of Directors. Reelected as Co-Chairmen are PRESTON BUTCHER, Partner, Lincoln Property Company in Foster City, California and ROBERT SHERIDAN, Partner, Robert Sheridan & Partners in Chicago, Illinois. Reelected as Vice Chairman and Treasurer respectively are ALLEN CYMROT, President, Allen Cymrot & Associates, Palo Alto, California; and KELLEY BERGSTROM, President, JMB Property Management Corporation, Chicago, Illinois. Elected as Secretary is GEOFFREY STACK, President, Regis Homes Inc., Newport Beach, California.

(Continued on page 2)