

The Top 10 Most Frequently Asked Questions About Landlord-Tenant Law in Alaska

1. Can My Landlord Charge a Late Fee If the Rent Is Late?

A landlord can charge late fees **only** if the rental agreement contains a provision allowing the landlord to do so. Otherwise, there is nothing in Alaska's Uniform Residential Landlord and Tenant Act that allows landlords to automatically charge late fees whenever a tenant pays the rent late.

If the rental agreement does provide for a late charge, it must reasonably approximate the actual costs incurred by the landlord as a result of the tenant's failure to pay the rent on time. If the late charge is intended to punish the tenant for late payment, it is not enforceable.

2. When Can a Landlord Raise My Rent?

If you have a long-term tenancy (such as a 1-year lease or 6-month lease), your landlord may **not** raise the rent in the middle of the lease. If you have a periodic tenancy (such as a month-to-month or week-to-week tenancy), your landlord can increase the rent with proper advance notice (14 days notice for a week-to-week tenancy or 30 days for a month-to-month tenancy).

3. Is There a Limit on the Security Deposit a Landlord Can Charge?

Yes. Unless the rent exceeds \$2,000 per month, a landlord may not demand a security deposit or prepaid rent (such as last month's rent) of more than two months' worth of rent.

4. How Much Time Does My Landlord Have to Return My Security Deposit After I Move Out?

If you have moved out with proper notice, the landlord has 14 days after you move out to mail you – make sure you provide your landlord with a valid forwarding address before moving out! – the refund of your security deposit and a written notice itemizing any deductions from your security deposit.

If you move out without giving your landlord proper notice, the landlord will have 30 days after you move out to provide you with a refund of your security deposit and a written notice itemizing any deductions from your security deposit.

5. When Can My Landlord Keep My Security Deposit?

A landlord can **only** apply your security deposit towards (1) any rent (not late fees or other miscellaneous charges) you still owe the landlord when you move out; and (2) the

cost of repairing any damage to the premises that is not the result of normal, nonabusive living (i.e., any damage that is not caused by normal wear and tear). If your landlord deducts any money from your security deposit for accrued rent or damage to the premises, he or she must provide you with a written notice itemizing the deductions.

Non-refundable security deposits, including non-refundable pet deposits, are illegal in Alaska.

6. What If My Landlord Illegally Keeps My Security Deposit?

If your landlord illegally keeps all or part of your security deposit, you can sue your landlord in small claims court and recover up to twice the amount that was illegally withheld.

If you think there is a good chance that your landlord will not refund your security deposit after you move out, it is a good idea to document the condition of the premises at the time you move out by taking lots and lots of pictures. Often, landlords will agree to do a joint walk-thru of the premises, making a joint list of any damage to the premises.

7. When Can a Landlord Enter My Apartment?

Except in the case of an emergency, a landlord can enter the premises **only** (1) after giving the tenant at least 24 hours notice of his or her intention to enter the premises; (2) at a reasonable time; and (3) with the consent of the tenant. A landlord may not use the right of access to harass tenants.

While a landlord may not enter without the consent of the tenant, a tenant may not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, remove personal property belonging to the landlord that is not covered by the written rental agreement, or show the dwelling unit to prospective purchasers, tenants, or contractors.

8. What Are My Landlord's Responsibilities During My Tenancy?

Your landlord is responsible for maintaining the rented premises in a fit and habitable condition during your tenancy. This includes:

- Making all repairs to ensure compliance with local housing codes;
- Keeping all common areas of the premises in a clean and safe condition;
- Maintaining in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen, and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord;

- Providing and maintaining appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal;
- Supplying running water and reasonable amounts of hot water and heat at all times, insofar as energy conditions permit, except where the building that includes the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection;
- If requested by the tenant, providing and maintaining locks and furnishing keys reasonably adequate to ensure safety to the tenant's person and property; and
- Providing smoke detection devices and carbon monoxide detection devices.

9. What Are My Responsibilities During My Tenancy?

Tenants are responsible for:

- Keeping the premises as clean and safe as possible;
- Disposing of all ashes, rubbish, garbage, and other waste from the dwelling unit in a clean and safe manner;
- Keeping all plumbing fixtures in the premises as clean as possible;
- Using in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen, and other facilities and appliances including elevators in the premises;
- Not deliberately or negligently destroying anything in the unit or allowing others to do so;
- Not unreasonably disturbing, or allowing others to unreasonably disturb, a neighbor's peaceful enjoyment of the premises;
- Keeping smoke and carbon monoxide detectors in working condition by changing the batteries when necessary, testing the devices periodically, and refraining from permanently disabling the devices.

10. Where Can I Find More Information on Landlord-Tenant Law in Alaska?

You can find more information on landlord-tenant law in Alaska on the internet at AlaskaLawHelp.org.