

Essay Question No. 8

Answer this question in booklet #8

Deborah owns an apartment complex in Anchorage. Paul called Deborah after seeing her rental advertisement for the apartment. Paul was excited because the apartment was ideally located close to his work and backed on a greenbelt where Paul liked to run and ski. Because Deborah's description of the apartment sounded good to Paul, he asked her to e-mail him the one-year lease agreement without visiting the apartment. After receiving the lease agreement, Paul signed it, enclosed the first month's rent of \$1,000 and a security deposit, and mailed the documents back to Deborah.

Two weeks later, Paul got the apartment key from Deborah and began moving in. Paul noticed that no one had planted flowers in the flower beds although it was already mid-June, that several lights in the entryway were burned out making the entryway very dark, and that the main entry door's lock was not functioning. His apartment also had a broken interior door and did not seem to be getting any hot water. Paul called Deborah to complain. She told him she would fix the door in a couple of weeks and the hot water within the next week, but that the building's common areas were not Paul's concern and she would not replace the light bulbs, fix the broken lock, or plant flowers. Deborah also told Paul that had he visited the apartment building before signing the lease he would have seen the condition of the common areas. Paul followed up his phone call with a letter to Deborah giving more detail about the deficiencies he had noticed.

Deborah fixed the interior door and hot water heater ten days after receiving Paul's letter. She did not fix the lights or main entry door lock and did not plant flowers. At the beginning of the next month Paul withheld \$50 from the next month's rent. The \$50 was the total of his costs for showering and washing his clothes at the local laundromat over the ten day period when he did not have hot water. Deborah sent Paul a notice of eviction for failure to pay rent.

1. At the time that Paul moved into the apartment, was Deborah in breach of her duties as a landlord under the Alaska Uniform Residential Landlord and Tenant Act (URLTA) with respect to the condition of the common areas of the building and Paul's apartment? Discuss.
2. After Paul moved in, what remedies did he have available to him under the URLTA with respect to the condition of the common areas of the building and his apartment, and what did he have to do to preserve those remedies?
3. Can Deborah lawfully evict Paul for withholding the \$50 from his rent? Explain.