

# HOUSING LEASE PET DEPOSIT PROPOSAL

SISD Special Meeting

June 10, 2016

The Southeast Island School District (SISD) Administrative Office is proposing to include a pet deposit in District lease agreements to assist with minimizing pet damage to our housing units.

## **Proposal**

Refundable pet deposit paid by all tenants of SISD housing who have qualifying pets, starting with the 2016-2017 lease agreement.

- \* Pet deposit would be equal to one-month's rent
- \* Deposit would be available for refund when tenant vacates unit, subject to any deductions for pet-related damages.

A qualifying pet would be a pet that is not a service animal.

## **Background**

Damage to District housing units caused by pets has been an issue that the District has had to address periodically. Direction regarding leases and/or pet deposits can be found in the 2013-2016 Collective Agreement between SISD and Southeast Island Education Association and in the Alaska Uniform Residential Landlord and Tenant Act (AS 34.03).

The Collective Agreement, Article XIII - Housing For Teachers, Item 5 states:

Teachers in DISTRICT housing will be responsible for payment of heat and utilities, and subject to the terms and conditions of any lease developed by the DISTRICT and entered into between the DISTRICT and any teacher. The DISTRICT will consult with SIEA before amending the terms and conditions of such lease.

The Alaska Uniform Residential Landlord and Tenant Act states, in relevant part:

### **Sec. 34.03.070. Security deposits and prepaid rent.**

(a) Except as provided in (h) of this section, a landlord may not demand or receive prepaid rent or a security deposit, however denominated, in an amount or value in excess of two months' periodic rent. This section does not apply to rental units where the rent exceeds \$2,000 a month.

...

(h) Notwithstanding the limitation on the amount of prepaid rent or security deposit in (a) of this section, a landlord may demand or receive an additional security deposit from a tenant who has a pet on the premises that is not a service animal. The additional security deposit

(1) may not exceed the periodic rent for one month; and

(2) shall be accounted for separately from prepaid rent or a security deposit received under (a) of this section and may be applied only to the amount of damages that are directly related to the pet of the tenant.

## **Recommended Procedure for Review**

This proposal will be emailed to all staff before the June 10, 2016 Special Meeting. We would like to recommend that the Board of Education review the proposal at the June 10 Special Meeting and identify any changes or other options for a second reading. The modified (if needed) proposal would then be sent to all staff, so they would have time for review. The District administration would consult with SIEA for additional feedback. This feedback would be incorporated into the second reading proposal and the board considers the second reading at another special meeting at the end of June or in early July.