

## Can the landlord raise the rent?

Unless there is a lease, the landlord is legally entitled to raise the rent by any amount. But the landlord must give the tenant at least 30 days notice before the increase takes effect on a month-to-month tenancy.

Tenants then have two choices:

- they can agree to pay the rent, or
- they can move out.

Legally, a notice of rent increase is probably equivalent to a termination of the rental agreement at the old rate and an offer to rent the same unit at a higher rate.

A landlord should, therefore, notify tenants of any rate increase at least 30 days before the increase goes into effect, and tenants who wish to leave rather than accept the increase should give the landlord a written 30-day notice of intent to terminate tenancy. Tenants who receive a housing subsidy or live in a federal or state housing project may have rights in addition to those provided by state law. For example, the U.S. Department of Housing and Urban Development (HUD) or the Alaska Housing Finance Corporation (AHFC) may control rent increases in housing where HUD has provided loan or rent guarantees to the owner. Contact the HUD office, your AHFC Public Housing case worker, an attorney, or if low income, Alaska Legal Services, if you have questions about HUD or AHFC rent controls.