

Submitted by: Assembly Member Johnson  
Assembly Member Baldwin Day  
Prepared by: Assembly Counsel's Office  
For reading: August 26, 2025

**ANCHORAGE, ALASKA**  
**AO No. 2025-93**

**AN ORDINANCE OF THE ANCHORAGE MUNICIPAL ASSEMBLY AMENDING ANCHORAGE MUNICIPAL CODE CHAPTERS 15.05 AND 15.10 TO REQUIRE RESIDENTIAL RENTAL PROPERTY OWNERS PROVIDE TENANTS FINANCIAL RELOCATION ASSISTANCE FOLLOWING ISSUANCE OF A NOTICE TO VACATE AND AMENDING TITLE 8 TO ENACT A NEW SECTION 8.30.200 AND TO MAKE FAILURE TO COMPLY WITH AN ENFORCEMENT ORDER OR A NOTICE TO VACATE PUNISHABLE AS MISDEMEANOR OFFENSES.**

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**WHEREAS**, Anchorage currently lacks sufficient housing to fulfill the needs of its residents; and

**WHEREAS**, the municipality's stock of multifamily housing is aging rapidly and degrading around its tenants; and

**WHEREAS**, the expense associated with repairs can often prove substantial, providing property owners with a perverse financial incentive to delay needed work; and

**WHEREAS**, mechanical problems can compound when routine upkeep is neglected, and repairs can be ignored to the point that homes become dangerous or unlivable; and

**WHEREAS**, these circumstances can present municipal building inspectors the difficult choice of trying to compel property owners to fix problems or order them to vacate the premises, which would put tenants out on the street with few other options; and

**WHEREAS**, in addressing Anchorage housing crisis, the Municipal government has a responsibility to ensure existing housing stock remains habitable, and suitable for its residents; now, therefore,

**THE ANCHORAGE ASSEMBLY ORDAINS:**

**Section 1.** Anchorage Municipal Code chapter 8.30 is hereby amended to insert a new section to read as follows (*requiring no legislative drafting*):

**Chapter 8.30**

**OFFENSES AGAINST PUBLIC ORDER**

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**8.30.200      Failure to comply with an enforcement order or notice to vacate residential buildings; failure to provide relocation assistance.**

A. *Violation by owner.* No owner of any rental dwelling shall:

1. Fail to comply with any notice or order to repair, vacate or demolish said rental dwelling, duly issued by an authorized law enforcement officer or by personnel charged with the responsibility of enforcing titles 14, 15, or 23 of this code; or
2. Fail to provide their tenants relocation assistance as required by section 15.05.060, when given notice to vacate a rental dwelling.

B. *Violation by occupant.* No occupant or lessee in possession of a rental dwelling, or dwelling unit within a rental dwelling, shall fail to comply with any notice to vacate issued pursuant to titles 15 and 23 of this code.

C. *Removal of notice from building.* No person without legal authority to do so shall remove a lawfully posted notice of violation or notice to vacate issued pursuant to titles 15 and 23 of this code.

D. Pursuant to AS 11.16.130, a corporation or other business organization may be prosecuted for conduct of its agents constituting an offense under this section.

E. Violation of this section is a class B misdemeanor.

**Section 2.** Anchorage Municipal Code section 8.05.025 is hereby amended to add as follows (*the remainder of the section is not affected and therefore not set out*):

**8.05.025 Minor offense fine schedule; misdemeanor penalty reference table; and state surcharge.**

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B. *Misdemeanor offenses reference table.*

Section	Description	Penalty	Penalty Section
*** **			
Chapter 8.30 OFFENSES AGAINST PUBLIC ORDER			
*** **			
<u>8.30.200(A)-(C)</u>	<u>Failure to comply with an enforcement order or notice to vacate residential buildings; failure to provide relocation assistance.</u>	<u>Class B</u>	<u>8.05.020H.2.</u>
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(AO No. 2014-42, § 1, 6-21-14; AO No. 2015-7, § 2, 2-24-15; AO No. 2015-

84, § 2, 9-24-15; AO No. 2015-87, § 2, 9-24-15; AO No. 2015-123(S), § 2, 11-10-15; EO No. 2016-1, § 1, 7-12-16; AO No. 2016-83(S), § 1, 7-26-16; AO No. 2016-114, § 1, 12-15-16; AO No. 2017-156, § 1, 12-5-17; AO No. 2018-34(S), § 4, 7-26-18; AO No. 2019-25, § 2, 3-5-19; AO No. 2023-100(S), § 1, 11-7-23; AO No. 2025-74(S-2), § 4, 7-15-25)

**Section 3.** Anchorage Municipal Code section 15.05.060 is hereby amended to read as follows (*the remainder of the section is not affected and therefore not set out*):

**15.05.060 Notice of violation.**

- A. Except as otherwise provided in section 15.05.070, whenever the director of the department determines that any premises, condition, activity or property fails to meet the requirements set forth in this title or in applicable rules and regulations issued pursuant thereto, the director shall issue a notice setting forth the alleged violations and advise the owner, occupant, operator or agent that such failures must be corrected.
- B. The notice of violation prescribed in subsection A. of this section shall be in writing, set forth the alleged violations of this title or of applicable rules and regulations issued pursuant thereto, describe the premises, condition, activity or property where the violations are alleged to exist or to have been committed, specify a specific date for the correction of any violation alleged, and be served upon the owner, occupant, operator or agent of the premises, condition, activity or property in the manner required by section 15.05.100.
- C. At the end of the period of time allowed for the correction of any violation alleged, the premises, condition, activity or property described in the notice shall be reinspected.
1. If upon reinspection the violations are determined by the director not to have been corrected, the director may assess penalties and initiate legal proceedings for injunctive relief authorized in section 15.05.120F. In addition, the director may refer the matter to the municipal prosecutor as appropriate.
2. In addition to those remedies provided in subsection 1 above, if upon reinspection of a rental dwelling, the violations are determined by the director not to have been corrected and that the building is unfit for human habitation pursuant to section 15.10.180, the director may post a notice to vacate. Pursuant to this section, the owner shall bear the cost of relocation of their tenants to suitable housing.
- a. Within 7 calendar days of receiving a notice to vacate, the owner shall pay to the tenant relocation assistance in the amount two times the tenant's monthly rent in addition to refunding the full amount of any deposit and

prepaid rent.

- b. For purposes of this subsection, a tenant may only receive and retain relocation assistance once per tenancy per dwelling unit. All tenants holding a valid tenancy at any point after issuance of the initial notice to repair and issuance of the final notice to vacate shall be entitled to relocation assistance.
- c. The owner shall not be required to pay relocation assistance if:
- i. The violations resulting in a notice to vacate are directly caused by a tenant's or third party's illegal conduct without the owner's prior knowledge;
  - ii. The violations resulting in the notice to vacate result from conditions arising from a natural disaster, including an earthquake, tsunami, windstorm, or wildfire; or
  - iii. The tenant's displacement is a direct result of the acquisition of the property by eminent domain.
- d. If the owner fails to complete payment of relocation assistance within the period required under this section, the municipality may advance the cost of the relocation assistance to the displaced tenants.
- i. If, after sixty days from the date that the municipality first advanced relocation assistance funds to the displaced tenants, an owner has failed to repay the amount of relocation assistance advanced by the municipality, then the municipality shall assess civil penalties in the amount of fifty dollars per day for each tenant to whom the municipality has advanced a relocation assistance payment.
  - ii. If the municipality must initiate legal action in order to recover the amount of relocation assistance payment that it has advanced under this section, including penalties under this title, the municipality shall be entitled to attorneys' fees and costs arising from its legal action.
- e. The director shall notify the displaced tenants contemporaneously with a notice to vacate that they may be entitled to relocation assistance under this section.

- 1 D. The director may, concurrent with issuing a notice of violation, issue a  
2 citation under section 14.30.020 for civil penalties and fines  
3 authorized in section 15.05.120.  
4

5 (CAC 8.10.080; AO No. 2016-90, § 2, 8-23-16)  
6

7 **Section 4.** Anchorage Municipal Code section 15.05.120 is hereby amended to  
8 read as follows (*the remainder of the section is not affected and therefore not set*  
9 *out*):

10 **15.05.120 Enforcement.**  
11

- 12 A. In addition to any other remedy or penalty provided by this title, any  
13 person who violates any provision of this title or any rule, regulation,  
14 permit, variance or order issued pursuant to this title shall be subject  
15 to a civil penalty as set forth in section 14.60.030, or, if no penalty is  
16 included in section 14.60.030, a civil penalty of not less than \$50.00  
17 and not more than \$2,000.00 for each offense, or injunctive relief to  
18 restrain the person from continuing the violation or threat of violation,  
19 or both injunctive relief and a civil penalty.  
20
- 21 B. Any person who violates any provision of this title or any rule,  
22 regulation or permit issued pursuant to this title shall be subject to a  
23 fine of not less than \$50.00 and not more than \$500.00 for each  
24 offense, except that the fine for a violation of sections 15.20.020B.6.a  
25 and 15.20.020B.12.c shall be set at \$300.00 for the first offense and  
26 not less than \$300.00 and not more than \$600.00 for second and  
27 subsequent offenses.  
28
- 29 C. Each day of violation of any provision of this title or any rule,  
30 regulation, permit, variance or order issued pursuant to this title shall  
31 constitute a separate offense.  
32
- 33 D. In addition to any other remedy or penalty provided by this title, failure  
34 to comply with a notice of violation or notice to vacate, duly issued  
35 pursuant to section 15.05.060, shall be punishable as a misdemeanor  
36 as set forth in section 8.30.200.  
37
- 38 E. In addition to any other remedy or penalty provided by this title, the  
39 superior or district court may require that any person who violates  
40 section 15.20.020B.6 shall pick up and properly dispose of litter and  
41 other solid waste at a time and place within the boundaries of the  
42 municipality for not less than four consecutive hours for each separate  
43 violation.  
44
- 45 E[E]. In addition to other remedies available under this title, any person  
46 aggrieved by a violation of section 15.20.020A. with regard to a public  
47 nuisance listed in section 15.20.020B. may also initiate a private  
48 enforcement action before the administrative hearings officer to abate  
49 those violations as provided in section 21.25.035.  
50
- 51 G[F]. Upon application for injunctive relief and a finding that a person is

violating or threatening to violate any provision of this title or any rule, regulation, permit, variance or order issued pursuant to this title, the superior court shall grant injunctive relief to restrain the violation.

(AO No. 79-63; AO No. 79-80(AM); AO No. 80-2; AO No. 80-70; AO No. 80-131; AO No. 82-22; AO No. 88-174; AO No. 93-124(S-3), § 3, 4-13-94; AO No. 93-167(S-1), § 12, 4-13-94; AO No. 96-147(S), § 3, 12-17-96; AO No. 2016-90, § 3, 8-23-16; AO No. 2019-9(S), § 3, 2-12-19)

**Section 5.** Anchorage Municipal Code section 15.10.160 is hereby amended to read as follows:

**15.10.160 Powers and duties of the appropriate authority.**

A. When it is necessary to make an inspection to enforce the provisions of this chapter, or when the appropriate authority has reasonable cause to believe there exists in dwellings, dwelling units, roominghouses, rooming units, a dwelling, dwelling unit or rooming unit, or of a multiple dwelling, hotel or hotel unit, or a roominghouse, dormitories, or dormitory rooms a condition which is contrary to or in violation of this chapter and makes the premises unfit, the code official may enter the premises at reasonable times to inspect or to perform the duties imposed by this chapter, provided if such premises be occupied that credentials be presented to the occupant and entry requested. If such premises is unoccupied, the code official shall first make a reasonable effort to locate the owner or other persons having charge or control of the premises and request entry. [THE APPROPRIATE AUTHORITY, AFTER PROVIDING AN OCCUPANT WITH 24 HOURS ADVANCED NOTICE PRIOR TO ENTRY, SHALL ENFORCE THE PROVISIONS OF THIS CHAPTER AND IS HEREBY AUTHORIZED AND DIRECTED TO MAKE INSPECTIONS IN RESPONSE TO A COMPLAINT WHERE A COMPLAINANT HAS GIVEN HIS OR HER NAME, ADDRESS AND TELEPHONE NUMBER AND ALLEGES THAT VIOLATION OF THE PROVISIONS OF THIS CHAPTER OR OF APPLICABLE RULES OR REGULATIONS PURSUANT THERETO MAY EXIST.

B. THE APPROPRIATE AUTHORITY, AFTER PROVIDING AN OCCUPANT WITH 24 HOURS ADVANCED NOTICE PRIOR TO ENTRY, IS HEREBY AUTHORIZED TO ENTER AND INSPECT BETWEEN THE HOURS OF 8:00 A.M. AND 5:00 P.M. ALL DWELLINGS, DWELLING UNITS AND ROOMINGHOUSES, ROOMING UNITS, DORMITORIES, AND DORMITORY ROOMS SUBJECT TO THE PROVISIONS OF THIS CHAPTER, AND THEIR SURROUNDING PREMISES, FOR THE PURPOSE OF DETERMINING WHETHER THERE IS COMPLIANCE WITH ITS PROVISIONS.

1. THE APPROPRIATE AUTHORITY AND THE OWNER, OCCUPANT OR OTHER PERSON IN CHARGE OF A DWELLING, DWELLING UNIT, ROOMING UNIT,

ROOMINGHOUSE OR DORMITORY ROOM SUBJECT TO THIS CHAPTER MAY AGREE TO AN INSPECTION BY APPOINTMENT AT A TIME OTHER THAN THE HOURS PROVIDED IN THIS SUBSECTION.

C. THE OWNER, OCCUPANT OR OTHER PERSON IN CHARGE OF A DWELLING, DWELLING UNIT, ROOMING UNIT, ROOMINGHOUSE OR DORMITORY ROOM, UPON PRESENTATION OF PROPER IDENTIFICATION BY THE APPROPRIATE AUTHORITY, SHALL GIVE THE APPROPRIATE AUTHORITY ENTRY AND FREE ACCESS TO EVERY PART OF THE DWELLING, DWELLING UNIT, ROOMING UNIT OR DORMITORY ROOM OR TO THE PREMISES SURROUNDING ANY OF THESE.

D. TO THE EXTENT ALLOWED BY LAW, ALL RECORDS PERTAINING TO THE IDENTIFICATION OF A COMPLAINANT SHALL BE KEPT CONFIDENTIAL FROM THE PUBLIC RECORD OF INSPECTION AND NOTICE OF VIOLATION IN REGARD TO ANY STRUCTURE. ALL OTHER INFORMATION REGARDING INSPECTIONS AND NOTICES OF VIOLATIONS MADE PURSUANT TO THIS CHAPTER SHALL BE PUBLIC RECORD AND AVAILABLE UPON REQUEST.]

B[E]. If any owner, occupant, or other person in charge of a dwelling, dwelling unit or rooming unit, or of a multiple dwelling, hotel, or a roominghouse, subject to licensing, fails or refuses to permit free access and entry to the structure or premises under his control, or any part thereof, with respect to which an inspection authorized by this chapter is sought to be made, the appropriate authority may obtain and serve an administrative search warrant to inspect the dwelling, dwelling unit, rooming unit, hotel unit, roominghouse or dormitory room. The application to the trial courts of the state to obtain an administrative search warrant shall state the name of the owner(s) and address of the premises to be inspected, the authority to conduct the inspection, the nature and extent of the inspection, and the facts and circumstances justifying the inspection. Warrants issued under this section shall be returned within ten days [MAY, UPON A SHOWING THAT PROBABLE CAUSE EXISTS FOR THE INSPECTION AND FOR THE ISSUANCE OF AN ORDER DIRECTING COMPLIANCE WITH THE INSPECTION REQUIREMENTS OF THIS SECTION WITH RESPECT TO SUCH DWELLING, DWELLING UNIT, ROOMING UNIT, MULTIPLE DWELLING OR ROOMINGHOUSE, PETITION AND OBTAIN SUCH ORDER FROM A COURT OF COMPETENT JURISDICTION].

[F. WHEN REQUIRED, THE APPROPRIATE AUTHORITY SHALL OBTAIN THE NECESSARY ORDER FROM THE COURT TO CONDUCT THE INSPECTION.]

C. To the extent allowed by law, all records pertaining to the identification of a complainant shall be kept confidential from the public record of inspection and notice of violation in regard to any structure.

D[G]. Inspection fees.

1. If an inspection is made pursuant to this section at the request of the occupant, owner, operator, agent or other person in charge of a dwelling unit, rooming unit or other structure subject to the provisions of this chapter, the inspection fee provided in this section shall constitute a debt in favor of the municipality against the person requesting the inspection if the request is the 4th or subsequent request in a 12-month period and:
  - a. The requestor is the same person, or circumstances indicate the complaint was made on the requestor's behalf, and
  - b. The appropriate authority determines that the requestor did not have a good-faith basis for making the request, and at least three other requests in the immediately prior 12-month period.
2. If a notice of violation is issued and compliance does not occur on or before a reasonable date for compliance provided in the notice, the inspection fee provided in this section for such inspection shall constitute a debt in favor of the municipality against the person to whom the notice of violation is issued.
3. If any person fails, neglects or refuses to pay the municipality the amount of the debt provided in this section, it shall be recoverable in a civil action against that person or that person's successor brought in a court of competent jurisdiction by the municipality, which shall possess all rights of a private creditor.

E[H]. Excessive violations.

- 1[a]. In the event three notices of violation under this chapter are issued to the same owner[PERSON] for the same real property, premises, dwelling, or dwelling unit, the municipality may assess the actual costs of each inspection and re-inspection if:
  - a[1]. Upon re-inspection, any one of the violations was not cured within the time period specified in the notice;
  - b[2]. The notices of violation were issued within a consecutive 12-month period; and
  - c[3]. The notices contain a warning regarding the possibility of assessing actual costs under this subsection for excessive inspections.
- 2[b]. For purposes of this subsection, actual costs include:



a[1]. The fully loaded salaries of the inspectors and their staff, including staff used to research property ownership and provide administrative support; and

b[2]. The pro rata cost of equipment, materials and overhead costs related to the inspection.\

3[c]. *Minimum actual costs.* For purposes of administrative efficiency, the municipality may elect to assess a charge of \$150.00 per hour for each inspection and re-inspection, in lieu of actual costs. The minimum charge shall be \$150.00. Charges shall be in hourly increments and shall not be prorated.

(AO No. 2016-76(S), § 6, 7-12-16)

**Section 6.** Anchorage Municipal Code section 15.10.040 is hereby amended to add the following definition as follows (*the remainder of the section is not affected and therefore not set out*):

**15.10.040 Definitions.**

\*\*\* \*\*

B. The following definitions shall apply in the interpretation and enforcement of this chapter:

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*Rental dwelling* shall mean any dwelling which contains at least one dwelling unit, rooming unit, or hotel unit that is not occupied as a residence by the owner; and shall include any single-family residential structure that is not occupied as a residence by the owner. Individual rooms for rent within a single-family dwelling in which the owner resides are not included in this definition.

\*\*\* \*\*

*Tenancy* shall mean the legal right to occupy or use land or property that belongs to another for a specific period of time.

*Tenant* shall mean a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

\*\*\* \*\*

(AO No. 2016-76(S), § 6, 7-12-16; AO No. 2017-119(S), § 5, 11-9-17)

**Section 7.** This ordinance shall be effective immediately upon passage and approval by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Municipal Clerk



# MUNICIPALITY OF ANCHORAGE

## ASSEMBLY MEMORANDUM

No. AM 630-2025

Meeting Date: August 26, 2025

**From: Assembly Members Johnson and Baldwin Day**

**Subject: AN ORDINANCE OF THE ANCHORAGE MUNICIPAL ASSEMBLY AMENDING ANCHORAGE MUNICIPAL CODE CHAPTERS 15.05 AND 15.10 TO REQUIRE RESIDENTIAL RENTAL PROPERTY OWNERS PROVIDE TENANTS FINANCIAL RELOCATION ASSISTANCE FOLLOWING ISSUANCE OF A NOTICE TO VACATE AND AMENDING TITLE 8 TO ENACT A NEW SECTION 8.30.200 AND TO MAKE FAILURE TO COMPLY WITH AN ENFORCEMENT ORDER OR A NOTICE TO VACATE PUNISHABLE AS MISDEMEANOR OFFENSES.**

Last year, as reported by the Anchorage Daily News, tenants at Romig Court faced a severe and extended heating outage, forcing them to spend more than two months without dependable heat during Anchorage's freezing winter (Attached). The ordeal sparked serious concerns about habitability and safety, as well as scrutiny over how the California-based property owner was handling building maintenance and repairs.

This proposed ordinance is designed to improve housing safety, strengthen enforcement of municipal housing codes, and protect tenants displaced due to unsafe or uninhabitable rental conditions. It introduces mandatory relocation assistance for tenants who are displaced due to life safety issues, establishes criminal penalties for noncompliance with enforcement orders and notices to vacate, and clarifies the Municipality's authority to inspect and enforce housing standards.

### Summary of Key Changes:

#### Helping Tenants When They're Forced to Move (AMC 15.05.060 – Amended)

Section 3 amends the notice of violation procedures of Title 15 to require residential property owners provide financial assistance to their tenants when their rental property is found to be unsafe and the Municipality must order tenants to vacate the property for their own safety. Specifically:

- The owner must pay twice the tenant's monthly rent, plus return any deposits and prepaid rent.
- These payments must be made within 7 days of the notice to vacate.

In the event the owner fails to make the required payments, this amendment provides the Municipality authority to step in, cover the costs through a to be established Relocation Assistance Fund, and then recover these funds from the property owner, adding daily penalties if the owner fails to repay the costs within 60 days.

#### Inspection Authority and Procedure (AMC 15.10.160 – Amended)

Section 5 updates the procedures and authorities under which the Municipality can conduct inspections of these residential properties:

- Code Enforcement officials can inspect properties when there's a complaint or reasonable cause to believe there is a violation.
- If the property is occupied, officials are authorized to request entry during reasonable hours of the day.
- If denied entry, Code Enforcement can get an administrative search warrant.
- To the extent possible, the Municipality will keep the identity of complainants confidential.

#### Criminal Enforcement (AMC 8.30.200 – New Section)

Sections 1, 2, and 4 enact and implement a new section of code making it a misdemeanor (a criminal offense) for the following acts:

- A landlord ignores an official order to fix, vacate, or demolish a property.
- A landlord doesn't provide the required relocation assistance.
- A tenant refuses to leave after being ordered to vacate.
- Anyone removes a posted notice from a building, without authority to do so.

Even businesses owning or managing the property can be held responsible if their employees break these rules.

In summary, the proposed ordinance: provides financial support to displaced tenants and ensures they are informed of their rights, encourages timely repairs and compliance with housing codes, expands the Municipality's ability to enforce housing standards through both civil and criminal remedies, and balances the need for enforcement with protections for property owners and tenants alike.

No direct labor costs are expected as a result of this ordinance. As part of the 2025 budget cycle, the Assembly allocated \$75,000 to establish a Relocation Assistance Fund. The Administration expects this amount to be sufficient to support tenants in situations where a landlord fails to provide relocation assistance within seven calendar days of receiving a notice to vacate. The ordinance also authorizes the Municipality to seek reimbursement of these costs, impose civil penalties if needed, and take legal action to recover funds – allowing the program to sustain itself over time.

#### **We request your support for the ordinance.**

Prepared by: Assembly Counsel's Office

Respectfully submitted: Zac Johnson, Assembly Member  
District 6 – South Anchorage, Girdwood, and Turnagain  
Arm

Erin Baldwin Day, Assembly Member  
District 4 – Midtown Anchorage

# Tenants frustrated after more than 2 months without a working heating system in Anchorage apartment complex



*The 29-unit Romig Court apartment complex, photographed on Monday, Dec. 9, 2024 in Spenard, has been without a working heating system since Oct. 2. (Loren Holmes / ADN)*

At Romig Court, an Anchorage apartment complex with 29 units at the edge of Spenard, the heat has been broken since Oct. 2.

That's when residents got a notice that the two boilers pumping heat into people's apartments were down but would be repaired within a week, according to a copy of the letter provided by a tenant.

"Life goes on," shrugged Bob Mentzer, 71, as two tiny kittens, Flip and Princess, lay in a towel beside a space heater in his kitchen.

Anchorage's stock of multifamily housing, where a lot of people without much money tend to live, is [aging and degrading](#). Romig Court is one such case. Problems compound when routine upkeep is neglected and repairs ignored. That can eventually render homes so dangerous or unlivable that city building inspectors say they face the difficult choice of trying to compel property owners to fix them or order them to vacate the premises, putting tenants out on the street with few other options.





*Kittens Princess, white, and Flip cuddle next to an electric space heater in Bob Mentzer's apartment on Monday, Dec. 9, 2024 at Romig Court in Spenard. The 29-unit complex hasn't had a working heating system since Oct. 2. (Loren Holmes / ADN)*

Mentzer has lived in various apartments at Romig Court since about 1989, at times working as the property's maintenance man. He's since retired but keeps all his tools handy in a ground-level apartment at the quiet end of an alley that he shares with his "too many" cats.

The company that owns the property, Red Tail Residential, is headquartered in California and rents homes in 24 states. In addition to Romig Court, they own five other rental properties in the municipality, a mix of apartments and townhomes.

Mentzer says that while he doesn't have too many complaints about Red Tail, they didn't heed his warnings about the failing boiler system — which, he said, has "been here longer than I have."

"They just failed to do that," he said. "This isn't California. They don't have to deal with our winters."

Other tenants are more frustrated with Red Tail, saying the prolonged lack of heat follows a consistent lack of maintenance and responsiveness to residents' issues.

"This heat thing is just the latest bullshit from this company," said Michael Feign, who has lived at Romig Court for six years.

Prior to Red Tail's purchase of the property in 2022, Feign said, the building was owned by a local and managed well. Repairs were handled promptly; tenants looked out for the place and took a neighborly approach to the grounds.

"We had a patch of strawberries, a patch of raspberries, a patch of blueberries. We were a community type of place before they took over," Feign said.

Since Red Tail's acquisition, he said, there have been significant flooding and plumbing problems that grew worse from a lack of quick resolution, and it's difficult to get ahold of anyone at the company to take care of issues big or small. After tenants were told in October that the boilers had stopped working, the company dropped off space heaters to help keep units warm as winter closed in. By November, when temperatures in Anchorage got down to around 0 degrees, the electrical heaters were still the only option.



*A sign taped to an arctic entryway door says "Please keep this door closed: we have no heat" at Romig Court. (Loren Holmes / ADN)*

Though two or three portable heaters will bring each compact apartment up to a comfortable temperature, the complex was built in 1952 and the electrical system is not equipped to handle dozens of them running around the clock. On cold days, when they need to go to work or run errands, residents have to choose between leaving a unit running unattended or coming back to a cold home. Feign, a mechanic, said the situation troubles him.

"I'm looking at the amperage draw ... these apartments can't handle it," he said. "I worry about fires and stuff like that."

[State](#) and [local](#) fire officials regularly issue warnings about the fire dangers posed by space heaters and relying on other unconventional sources like ovens and hot plates to keep homes warm. But leaving buildings to chill brings problems of its own.

"They didn't put a heater in the laundry room," Feign said, "so all of our water lines froze in the laundry room."

Red Tail did not respond to multiple messages requesting an interview. Reached by phone Monday, a representative for the company said, "We have no comment," and hung up.

Two other tenants contacted for this story shared accounts similar to Feign's experience, but both declined to speak on the record because of concerns it would affect their housing status.

Fed up, Feign called city building inspectors at the end of November to file a complaint about the persistent lack of heat in the apartments.

"This isn't the first problem that Red Tail has had. They've had some structural and cleanliness issues as well," said Lucas Cleek, one of the municipality's code abatement inspectors.

Cleek said when he got in touch with a facilities manager for Red Tail in November, he was told the company was "doing everything they can to correct the issue" with the downed boiler. But, he added, he found it unacceptable that things had degraded to such a point.

"They should have done their homework, they should have known what they were up against," Cleek said. "They're not particularly familiar with the climate we have up here."

While every year there are instances of multifamily apartment buildings in Anchorage losing heat, Cleek said that going more than two months without fixing the problem is exceptional.

"Typically it's not on this scale," he said.

Alaska's [state laws covering](#) landlord and tenant protections include provisions that owners must provide essential services such as "hot water, heat, sanitary facilities." But residents have limited recourse if that isn't upheld. Options basically come down to moving elsewhere, taking a landlord to small claims court, or spending money to live someplace else like a hotel and then trying to "recover the amount by which the actual and reasonable cost exceeds rent."

But, said Feign, most of his neighbors at Romig Court are working class or low-income. Not only would it be difficult for them to sue a large national company, but many do not have the money to decamp to a hotel or go out and find another apartment in Anchorage's [constricted rental market](#).





*Michael Feign takes a break from working on a vehicle. Feign has lived in an apartment at Romig Court for six years. (Loren Holmes / ADN)*

“There’s no alternative for the folks who live in these places without heat. Where else are you going to go in this town?” asked Scott Campbell, the city’s chief of inspections at the Development Services Department.

Campbell said he’s frustrated when the owners of multifamily buildings don’t have a plan for maintenance to keep small problems from growing into catastrophic failures. One pattern he’s observed with some big out-of-state companies is that layers of corporate bureaucracy create a drawn-out process for approving repairs, leaving tenants waiting.

“They try to fix things, but always at the last minute,” he said. “It makes no sense to us that if someone’s without heat, you don’t just go down with a credit card and get it going.”

The other issue, Campbell added, is that when it comes to even the most flagrant code violators and neglectful landlords, local officials have few tools to compel them to make their properties safe and habitable. Code enforcement can issue fines for violations, and if they keep accruing, eventually place a lien on the property. If there’s still no response, then the penalties go over to debt collections.

But if inspectors deem a building so unsafe it has to be shut down, it risks putting all the tenants out on the street with few options for where to go.

On Dec. 2, city officials issued a notice of violation for Romig Court, fining Red Tail \$500 a day until the heating is fixed. As of Monday, Feign and Mentzer said, work vans were on site dealing with the boilers, though heat was not yet restored.

Mentzer said he hadn’t heard anything about reduced rent to compensate tenants for the two months they didn’t have working heat. But he was hoping the owners would be taking care of the increased electric bills incurred from so many space heaters being run over the last two months.

“I can’t afford it,” he said. “I’m on a fixed income.”

...

Do you have additional ideas for coverage on this topic? Do you have questions? Do you see an error? What's missing? Are you involved in the story or affected by it and have additional thoughts about it? Let us know here.

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