

# Entering the “Real World”



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# Age of majority and emancipation



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## **What is the age of majority in Alaska?**

In Alaska, the age of majority is 18. This means that an 18 year old is considered an adult for most legal purposes. An important exception is that an 18 year old does not have the right to possess and consume alcohol, which is legal only for those who have reached the age of 21. Another exception is that persons under the age of 19 are not legally allowed to buy or use tobacco.

## **What restrictions on legal rights apply to minors?**

*Minor* is a legal word used to mean a person who has not yet turned 18. Some of the things a minor is not allowed to do are:

- Vote
- Join the military
- Sign contracts
- Buy or sell real estate
- Sign a lease to rent a house
- Serve on a jury
- Buy and use tobacco or alcohol
- Get a tattoo

A minor needs a parent's permission to:

- Get married
- Go to a doctor or dentist, except in certain circumstances
- Get a driver's license
- Get a body piercing

### **What does emancipation mean?**

Emancipation is a process that gives a person who is between the ages of 16 and 18, the legal status of an adult for many purposes. An emancipated minor is no longer subject to the authority of a parent or guardian, and has the legal right to do certain things—but not drink alcohol or use tobacco-- that are otherwise prohibited for a person under the age of 18.

Emancipation also takes away some benefits of being a minor, such as the right to parental support. A minor may become emancipated by going to court for an order of emancipation, or by getting married.

For more information about emancipation, including rights that are affected, when you may be eligible for emancipation, and the court process to become emancipated, [see Family Life](#).

# Money



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Understanding your rights and responsibilities under legal agreements that you may enter, and using the many money management tools that are available today are important skills for young persons nearing adulthood. This guide covers some basic information about contracts, debt and credit cards, credit reports and your rights.

## Contracts

### **What is a contract?**

A contract is an agreement between two or more persons who make promises to each other that are legally enforceable. A contract can be a written document, or just an oral agreement, but it cannot be for an illegal purpose. Contracts are part of many everyday transactions like buying a car, leasing an apartment, buying insurance or accepting the terms of a new job. A contract will require you to fulfill obligations that you agree to. So if you are considering signing a contract, make sure you understand everything it requires you and the other party to do.

### **What do I need to think about before I sign a contract?**

- Read the contract completely before signing it.
- Don't sign anything until you are sure you understand it.
- If you don't agree with something in the contract, talk to the other party about changing or taking it out.
- Do not sign a contract with blank spaces — either fill them in or cross them out.
- Be sure to keep a complete, signed copy of the contract.

### **What happens if I don't follow a contract because I didn't understand it?**

If you are 18 or older, you probably cannot get out of a contract that you signed without reading or understanding it. You are responsible for reading and understanding the terms of the contract before you sign it. Breaching a contract — failing to pay a debt when and how the contract requires, for example — can lead to serious consequences. You could be sued and may need to hire an attorney to protect your interests. If you lose your case, you may have to pay a money judgment plus interest and, sometimes, if the contract requires it, the other side's costs and attorney fees. Failing to pay money you owe under a contract can also have a bad effect on your credit score.

### **Is a contract with a minor under 18 enforceable?**

With some exceptions, a contract with a person under the age of 18 cannot be enforced. A minor may be able to *rescind* or cancel the contract at any time for any reason. This rule of law is designed to protect minors from being talked into contracts they do not have knowledge or experience to fully understand. This rule does not apply to student loan agreements or contracts for necessities such as food, clothing, shelter, and some medical services. If an adult co-signs an agreement with a minor, the adult may have to comply with the contract even if the minor does not.

### **I am fifteen and I bought a motorcycle that I agreed to pay off by making monthly payments. My parents did not sign the contract and say I can't keep the motorcycle. Can I take the motorcycle back and cancel the contract?**

Yes. You can rescind the contract because you are a minor and your parents did not co-sign it. But you must return the motorcycle. If the motorcycle has been used or damaged, you probably will not get back all of any money you have already paid.



## **Bank Accounts**

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### **Can I open my own bank accounts if I am under 18?**

Some banks may let you open a checking or savings account on your own even if you are under 18. But not all banks will do this. If a bank will not allow you to open an account on your own, you may be able to open a joint account with your parent. If you have a joint account with your parent, he or she will have complete access to money in the account. If the account is in your name alone, your parent cannot control or take the money from the account.

To open an account, you will also need to make sure you have the forms of identification the bank requires.

### **What are some good questions to ask before opening a bank account?**

You should ask, and understand the answers to, questions like these:

- Do I have to keep at least a certain amount of money—called a *minimum balance* -- in the account?
- Does the bank pay interest on the money in the account?
- What fees does the bank charge and how often?
- Does the bank have automated teller machines (ATMs) and will I be charged a fee to use

them?

### **What happens if my check bounces?**

First of all, be aware that writing a check when you don't have enough money in your account to pay it may be a crime. If you do write a check for more than the amount you have in your checking account, the bank may handle it in several different ways:

- The bank may return the check to the person or the business that attempted to cash it. That person may notify you and charge up to three times the amount of the check in penalties.
- The bank may pay the check (and require you to make a deposit to cover the difference). The bank will charge you a fee or a penalty if this happens.

### **How long does it take for a check to clear?**

The process could be virtually instantaneous. Some stores now use electronic check conversion, which allows the sales clerk to pass your check through a machine and immediately transfer the funds from your bank account electronically. The sales clerk will then return the actual check to you. In addition, current laws now allow banks to process check payments electronically even before the actual paper check gets back to your bank for payment.

### **If I deposit a check someone else gave me, can my bank refuse to give me the money?**

If you deposit a check another person gave you, your bank may not give you the money right away. Your bank has a right to wait a reasonable period of time to be sure the check *clears*. That means your bank gets the money because the account on which the check was written in fact has the money to pay the check. Even if your bank tells you the check has cleared, you will have to pay the money back if it turns out that the check is no good. So, be very careful about accepting checks from a person you do not know and trust.

Be especially careful if someone gives you a check for more than you expect, then asks you to give them cash back for the extra amount. **DON'T DO IT!** This is a common scam, and you may find that you have to pay the entire amount back to your bank.

Also note that a bank does not have to cash any check that was dated more than six months before you present it to the bank.



## Credit Cards



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### What is a credit card?

When you use a credit card, the bank or store that issues it makes a loan to you in the amount of the purchase you make. At the end of the billing period (usually a month), the credit card company sends you a statement showing all the charges you have made using that credit card in that billing period, plus any outstanding balance from previous billing periods. You can pay the entire amount shown on the statement, or a minimum payment of about 2 percent of the balance, or any amount in between. The credit card company will charge you interest on any unpaid portion of the bill, and will add that interest to the balance due on your next statement. When you make a payment, it will first be used to pay the interest that you owe. Only the remaining part of the payment will reduce what you owe for the items you charged on the card.

Before you get a credit card, you should think carefully about how you plan to use it. If you faithfully pay the full balance of each monthly bill before the due date, a credit card can be a very convenient substitute for cash or checks, and can help you establish good credit. But if you use a credit card to pay for things you cannot afford, you can get deeply in debt and will end up paying far more for your purchases in the long run.

If you are ready to apply for a credit card, shop carefully and take time to compare the interest rates, fees and terms offered by different credit card issuers. [View more information about credit cards.](#)

### **What is a credit card agreement?**

The credit card agreement is the contract between you and the credit card issuer. It describes all the terms and conditions of your credit card, including the interest rate and fees you will be charged, when your payments are due, and any other responsibilities you agree to take on. Read your credit card agreement carefully. Credit card issuers can change the terms of the agreement by notifying you of the changes, so be sure you read any notices you get from your credit card company.

### **What is a credit limit?**

The credit limit is the maximum amount the bank will allow you to charge on your credit card. Your credit card issuer may charge you a penalty if you charge more than your credit limit.

If you are just starting to establish credit, your credit limit will usually be a small amount, maybe just one or two thousand dollars. Over time if you consistently make your payments on time and maintain good credit, your credit card company may be willing to increase your credit limit.

### **What interest rates and fees can a credit card company charge me?**

Interest is the amount of money the bank charges for loaning you money. Credit card issuers calculate the amount of interest using a rate called an Annual Percentage Rate (APR). The APR divided by 12 is the monthly interest rate. When you are shopping for a credit card it is important to ask the following questions:

- What is the APR? Credit card companies may charge different interest rates for different types of transactions. For example, the rate for new purchases may be different from the rate for balance transfers or cash advances.
- Will the APR ever change? Credit card issuers may offer a fixed interest rate that will never change, or they may offer terms that allow them to increase the interest rate at any time. Some credit cards will offer an introductory APR that is lower, but goes up after a specified amount of time. Credit card issuers might charge a higher interest rate, called a *penalty APR*, if you make a late payment, if you charge more than your credit limit, or if the check you send to pay your bill is returned unpaid.

### **Does it cost more if I spread out credit card payments over a long time?**

Yes, it will cost you a lot. Let's say you charged \$500 on your credit card and the APR the bank charges is 15 percent. You will end up paying a lot more than \$500 if you spread the payments out over a long time. Compare what happens:

- If you pay only the minimum payment of \$15 per month, and you don't charge

anything else, it will take you 44 payments (3 years and 8 months) to pay off the \$500 with interest the card issuer charges. You will have paid \$160 in interest in addition to the original amount you charged for a total of \$660.

- If you decide to pay \$50 dollars a month instead of the minimum payment, and charge nothing new, you will pay off the \$500 debt within a year, and will have paid only \$37 in interest charges, for a total of \$537.
- If you pay the entire balance of \$500 before the due date on the first bill you get after you charge the \$500, you will pay no interest at all, and will have a balance of \$0 if you make no new charges.

So if you pay more than the minimum each month, it makes a big difference in paying down debt. You can find reliable credit calculators online that can help you see how much you are paying in interest on top of your debt, and help you figure out how much you need to pay each month to get out of debt.

### **What if my credit card is lost or stolen?**

If your credit card is lost or stolen, you should report it to the credit card company immediately. Once you have reported the card lost or stolen, you cannot be held responsible for any unauthorized charges made on it. If someone makes unauthorized charges using your credit card before you have reported it lost or stolen, you are only responsible for charges of up to \$50.

### **What if my credit card bill shows charges I didn't make?**

If your credit card bill shows a charge you didn't make, or the wrong amount, or other errors, you can contact your credit card company to dispute the charge. However, to be protected under a federal law called the Fair Credit Billing Act, you must contact the credit card company in writing within 60 days. Once the credit card company receives your letter it is required to reasonably investigate the disputed charges and has 90 days to fix the error or explain why the bill is correct.

## **Debit Cards**

### **What is a debit card? How is it different from a credit card?**

A debit card looks like a credit card but works like an electronic check. Instead of loaning you the amount of the purchase you make, the debit card company immediately deducts the payment from your checking or savings account. If you use a debit card at a retail store, you or the cashier can run your card through a scanner. The scanner allows the store to electronically verify that your bank account has the funds and approve the transaction. Most debit cards also can be used to withdraw cash at ATMs (automated teller machines). Usually you have to enter a PIN number when you make a purchase or withdrawal. Be careful when carrying or using a debit card. Because a pin number is not always required to use a debit card, a thief could use your card and empty your bank account.

## **What should I do if my debit card is lost or stolen?**

It is important to report lost or stolen debit cards right away. Your liability for unauthorized withdrawals or purchases made on your debit card depends on when you report your card lost or stolen.

- If you report your card missing within two business days of your loss, your maximum liability is \$50.
- If you report the loss after two business days but within 60 days of your bank sending you a statement showing unauthorized withdrawals or purchases, your maximum liability is \$500.
- If you don't report that your card was lost or stolen within 60 days of receiving a statement showing unauthorized withdrawals or purchases, there is no limit on your liability.

## **Credit Reports**

### **What is a credit report?**

A credit report provides a record of your credit activities. It summarizes your loans and credit card accounts, your payment history, and whether any action has been taken against you for failing to make payments.

A credit report is created by a credit reporting agency or credit bureau that gathers information from your creditors on an ongoing basis. Credit reporting agencies store your information and supply it, for a fee, to individuals and businesses that have a permissible purpose to review your credit report. There are three major credit bureaus: Trans Union, Equifax, and Experian.

### **What kind of information is in my credit report?**

Your credit report contains a lot of information about you, including:

- Personal information compiled from your credit applications. This includes your name, social security number, birth date, current and previous addresses, and current and previous employers.
- Credit information that includes accounts you have with banks, retailers, credit card issuers, utility companies and other lenders. Accounts are listed by loan type and creditor, and the information reported includes the date the loan was opened, the credit limit or amount of the loan, payment terms, current balance and your payment history. Information may stay on your credit report for seven to eleven years depending on the account type.
- Public records information may include state and federal bankruptcy actions, tax liens, and monetary judgments against you. This information generally stays on your credit report for seven years.
- Credit report inquiry records provide information about who has asked to see your credit report. Inquiry records remain on your report for up to two years.

## **What is my credit score?**

Your credit score is calculated based on information contained in your credit report, but is not part of your credit report. Your credit score (also called your credit rating) is important because it may affect your chance to be approved for a loan, rent an apartment, or get a job. A poor credit score will limit your financial opportunities. Protect and improve your credit score by making payments on time and by limiting your debt.

## **Can I get a copy of my credit report?**

You can request a free copy of your credit report each year. A federal law called the Fair Credit Reporting Act (FCRA) requires the three major credit bureaus to give you one free copy of your credit report each year. You can also request a free copy of your credit report within 60 days after any company takes adverse action against you—such as denying your application for credit, insurance, or employment—based on your credit report. You can request a copy of your credit report online at [www.annualcreditreport.com](http://www.annualcreditreport.com). Beware of other websites and companies that offer "free" credit reports. They often require you to pay for services in order to receive a free copy of your report. Because your credit report is updated on an ongoing basis, it is important to review and check it for errors regularly.

## **What can I do if my credit report has inaccurate or incomplete information?**

Under the FCRA, consumer reporting agencies and the businesses that provide them with your credit information are responsible for correcting inaccurate or incomplete information in your credit report. But it is up to you to let them know the information is wrong. To protect your rights under the FCRA, notify the credit reporting agency immediately if you dispute any information in your credit report. A reporting agency that receives notice that you dispute information in your credit report has 45 days to remove or correct the inaccurate information.

## **Who can see my credit report?**

Under the FCRA, your credit report can only be released for a permissible purpose. Permissible purposes include:

- your own written instruction to release your report;
- evaluation of your applications for credit or insurance;
- evaluation for employment, promotion, reassignment, or retention, if the employer advises you that it will request the report, and you consent in writing;
- evaluation of your eligibility for government licenses or other benefits;
- other legitimate business needs, such as evaluating your suitability for a rental lease, security clearance, or a potential business partnership.

## **Fraud and consumer protection**



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In today's world, there are many scams or fraudulent activities such as identity theft, "phishing" schemes, or other activities that may cost you a lot of money if you are not a savvy consumer. Here are some "red flags" that should warn you about possible scams:

- Wire transfers. If you are told to wire money through Money Gram or Western Union or another service, DON'T do it unless you are absolutely sure about the purpose of sending the money this way. Once you've wired money, you can't get it back.
- High pressure tactics. Beware of phrases like: "You will lose out if you don't act now."
- Up front payment. If you are told you must pay up front to receive your prize or winnings, it's a scam. If you've won something, it's yours and you should not have to pay anything in advance.
- Refusal to provide written information. If the person or company contacts you but refuses to give information in writing, don't do business with them.
- Unrealistic profits. Don't believe claims that you can make lots of money quickly with no risk, or with no experience or training.

An excellent source of information to help you avoid problems with consumer fraud is the

website of the Consumer Protection unit of the Alaska Department of Law. The Department's website [www.law.state.ak.us/consumer](http://www.law.state.ak.us/consumer) has consumer alerts about new scams that periodically arise, and links to a form for filing a consumer complaint.



# Jobs

## Going to work



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## Limits on jobs minors can have

### **Why are minors prohibited from doing some jobs?**

Some laws limit the kinds of work minors can do, and set rules about working hours and conditions. These laws, generally called child labor laws, are intended to protect the health of young workers by keeping them away from dangerous work or exploitation.

### **What kind of work are minors prohibited from doing?**

If you are under 18, state law limits what types of work you can do and the hours you may work. If you are younger than 18, you cannot work at all in hazardous excavation, underground in mines, as a hoisting engineer in mines, or generally in any occupation that is dangerous or that might be bad for your health. You also cannot work more than six days a week. Certain exceptions may

apply. [Contact the Alaska Wage and Hour Administration for more information.](#)

After you turn 18, you can work in jobs that require you to do hazardous tasks such as handling explosives, using power-driven cutting machinery, logging, mining, roofing, and meat processing. It is important that you have a realistic understanding of your skills and physical abilities and be aware how an employer can take advantage of you, because the law will no longer prevent you from performing dangerous work.

### **Are there any limits on the work I can do after I turn 18?**

If you are over 18 but not yet 21, you can work at a hotel or restaurant that is licensed to sell alcohol, but you cannot sell, serve, deliver, or dispense alcoholic beverages. You may not sell tobacco or tobacco products before you turn 19. If you are under 21, you may not sell pull-tabs.

### **What work rules apply if I am 16 or 17?**

If you are 16 or 17, you may work at a hotel, restaurant, or eating place that serves alcohol if your job does not require you to serve, mix, deliver, or dispense alcoholic beverages and you have the written consent of your parent or guardian.

If you are under the age of 17, you must have a work permit issued by the Alaska Department of Labor. For some jobs, federal law requires even 17-year-old workers to have a permit. In addition, you must have the consent of your parent or guardian. You must get a new work permit each time you get a new job.

### **What rules apply if I am under 16?**

If you are younger than 16, you may work only between 5:00 a.m. and 9:00 p.m. When school is in session, you may not work more than nine hours of school and work combined in one day, and no more than 23 hours outside of school hours in a week. During school vacations, you cannot work more than 40 hours a week, and your hours must be between 5:00 a.m. and 9:00 p.m. You cannot work more than six days a week. You may not work in an establishment that serves alcohol.

You also cannot work on fishing boats unless your parent operates the boat. Federal law may be more restrictive.

### **Can I have any kind of job if I am under 14?**

If you are younger than 14, you may only work in the following jobs:

- Newspaper sales and delivery.
- Babysitting, handiwork, and domestic employment in or around private homes.
- Jobs in the entertainment industry, with an approved work permit from the Alaska Wage and Hour Administration.

- Casing cans in a cannery under competent supervision.

## **Minimum wage and overtime**



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### **What is the minimum wage in Alaska?**

The Alaska minimum wage is \$7.75 per hour for all hours worked. This amount does not include tips or gratuities. All tips belong to you as the employee and your employer cannot take them, unless your tips go into a pool to share with other employees. There are a few jobs that do not require that you be paid minimum wage, including apprenticeships, job training programs, and jobs for certain physically or mentally handicapped persons. The full list of these types of jobs is found in Alaska Statutes (AS) 23.10.055.

### **Does my boss have to pay me for working overtime?**

You must be paid for working overtime whenever you work more than eight hours in a day or 40 hours in a week. Overtime pay is 1½ times your usual hourly wage. Again, there are some exceptions to the overtime requirement, such as certain mining, dairy, or agricultural jobs.

### **How often do I get paid?**

You and your boss may agree when you first start a job that you will be paid once a month. If

you didn't make such an agreement when you first started work, you have the choice of getting paid monthly or semi-monthly (approximately every two weeks).

## **Pay check deductions**



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**I thought I earned \$500 last pay period, but my paycheck is for much less. What are these deductions?**

The law requires your employer to *deduct* part of your pay for taxes and other purposes, and pay this money to the federal government or others entitled to receive it. Paycheck *deductions* include money that is *withheld* for federal income tax and FICA. FICA is short for the Federal Insurance Contributions Act, also known as Social Security. Nearly all employees in

the United States pay FICA tax to provide retirement, disability, and death benefits to workers. The employer pays half of this tax and you pay the other half. You can collect Social Security if you ever get hurt and cannot work, and when you retire.

In states that have an income tax (Alaska does not!), there will be a state income tax deduction from your paycheck. If you belong to a union, union dues may also be deducted.

These payroll deductions are mandatory, but your employer should not deduct anything else from your pay unless you authorize it in writing. An employer may not deduct losses (like money missing from the cash register or broken equipment) caused by your dishonesty or willful misconduct unless you agree in writing that you are responsible.

### **My employer didn't deduct anything from my paycheck. Is that OK?**

If your employer does not deduct anything from your paycheck, you should ask why. Does your employer consider you an independent contractor? If so, you will be responsible for all the taxes yourself. This may shock you when it is time to file your tax return!

### **What is an independent contractor?**

An independent contractor is a self-employed person who provides services for others, but controls his or her own methods for doing the work. An example may be a person who has a business of designing web pages for others. Whether a person is an employee or an independent contractor can be complicated because it depends on many different facts. Among other things, an independent contractor gets to decide his or her own hours and where to work.

If you have questions about wage and hour issues, call the Alaska Department of Labor, Wage and Hour Administration at (907) 269-4900, visit their website at [www.labor.alaska.gov/lss](http://www.labor.alaska.gov/lss); or contact the U.S. Department of Labor at 1 (866) 487-2365 toll free.

## **Social Security numbers**

### **Do I have to give my Social Security number to my employer?**

Yes. In general, all employees, including minors, must have a Social Security number to get a job. Your employer must report your wages to the Internal Revenue Service (IRS), the agency that collects federal taxes. Your employer must also pay the federal income tax and FICA that it withholds from your paycheck to the IRS. The IRS uses your Social Security number to keep track of what you earn and the taxes paid on your earnings through withholding. For more information, check with your

local Social Security office, go to [www.ssa.gov](http://www.ssa.gov), or call 1 (800) 772-1213.



# Workplace Laws

## Getting fired



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### **What rights do I have if my employer fires me?**

Generally, in Alaska, you are employed *at will*. This means your boss may fire you without any advance notice, for any reason or for no reason, except that you cannot be fired for a reason that is illegal discrimination, or violates public policy. Illegal discrimination means being treated differently from other employees because of your sex, marital status, change in marital status, pregnancy, parenthood, race, religion, color, or national origin, or because of a physical or mental disability. In most private companies, the employer does not have to give you warnings about unsatisfactory work, or the chance to do better at your job. You can be fired at any time and without any reason.

In contrast, after a probationary period, most public employers can fire you only for *good cause*. (Public employers are city, state, or other government offices or agencies). The same is true for most union jobs. *Good cause* means the reason to fire or discipline a worker is not an arbitrary, capricious, or illegal reason, and is based on substantial facts that the employer reasonably believes to be true. *Good cause* to fire an employee can also be defined in the union agreement or the employer's personnel rules. But the employer doesn't have to show

*good cause* to terminate temporary hires or a person who has an individual contract without any expectation of long term employment.

If you are fired, your employer must pay you the rest of the wages you have earned within three working days after you are fired. If you quit your job, your final wages are due at the next regular payday that is at least three days after your last day worked.

## **Benefits: breaks, vacation, sick leave**

### **Do I get breaks during the workday?**

If you are younger than 18 and you are scheduled to work six consecutive hours, you are entitled to a 30 minute break during the workday. If you work five consecutive hours, you are entitled to a 30 minute break before continuing work. An employer does not have to give breaks for employees 18 and over. An employer that allows breaks of less than 20 minutes must pay you for time spent on the break. An employer that allows meal periods (like a lunch break) does not have to pay you for the meal period if it lasts more than 20 minutes and you do not work during that time.

### **How much vacation or sick leave do I get?**

An employer is not required to pay you for vacation time or sick leave. An employer only has to pay these benefits if it has a policy to pay them or has made a promise or a contract with you to pay them. An employer must treat all like employees alike.

## **Drug, alcohol and lie detector tests**

### **Can my boss make me take a drug or alcohol test?**

It depends on the kind of work you do. Generally, an employer may test you for the presence of drugs or for alcohol impairment, but must follow a very detailed set of guidelines and make a written copy of its policies and procedures available to you. All drug and alcohol testing must be at the employer's expense and during work time. In other words, if your boss makes you take a drug or alcohol test, you must be paid for the time the test takes.

### **Can my boss make me take a lie detector test?**

An employer or prospective employer may not require you to take a lie detector test as a condition of employment, except in the case of police officers.



## **Workers' compensation and unemployment insurance**

### **What is *Workers' Compensation* insurance?**



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Workers' Compensation insurance, often called *workers' comp*, is insurance that will cover your medical expenses if you are injured or develop an occupational disease while you are working at your job. Workers' Comp is not the same as health insurance; it does not cover your medical expenses if you get sick or are injured when you are not working at your job. Most employers are required by law to carry workers' comp insurance, but there are a few exceptions, mostly jobs that are part-time or transient. Also, a person who hires an *independent contractor* does not have to carry workers' comp on that person.

### **Can my employer fire me if I file a workers' comp claim?**

Your employer cannot prohibit you from filing a workers' comp claim, or fire you for filing one. If you are supposed to be covered by workers' comp and are injured on the job, but your employer does not carry a policy, the State of Alaska has a special fund, called the Workers' Compensation Benefits Guaranty Fund, to help cover your injuries. [Learn more about this fund, and whom to contact.](#)

### **When am I eligible for unemployment insurance?**

Unemployment insurance pays you for a time if you are laid off from a job through no fault of your own. But you may be penalized if you quit without good reason or are fired for misconduct. You are not entitled to unemployment insurance if you cannot work due to illness or are out of state and are not job hunting. If you are laid off, you may apply for unemployment benefits by calling an Unemployment Insurance Claims Center or login to [myalaska.state.ak.us](http://myalaska.state.ak.us) and click on “Unemployment Insurance Benefits.”

## **Discrimination and sexual harassment**



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### **I think that my boss is discriminating against me. What can I do?**

It is against the law for an employer to refuse to give you a job or to discriminate against you because of your race, religion, color, national origin, age, physical or mental disability, sex, marital status, changes in marital status, pregnancy. Unfortunately, it may be very difficult to prove that the employer's reason is an illegal one. If you experience discrimination in the workplace, you can contact the following local, state or federal agencies for help:

- Visit the [Anchorage Equal Rights Commission website](#) or call (907) 343-4342.
- Visit the [Alaska State Human Rights Commission website](#) or phone (907) 274-4692.
- Visit the [Equal Opportunity Employment Commission website](#) or phone (800) 669-4000.



## **What is sexual harassment?**

Sexual harassment is another form of discrimination that is against the law. In general, it means unwelcome sexual behavior in the workplace by a supervisor, co-worker, or client. This might include sexual comments, pressure for sexual favors, inappropriate touching, or even a sexual assault. It also might be one employee subjecting another to frequent unwelcome sexual jokes or hanging degrading posters of women or men. If you are being sexually harassed, you generally will have to file a report with your employer. If your report does not stop the harassment, if the person who is harassing you is the head of the company, or if your employer retaliates against you for your complaint, you can make a report to one of the Commissions listed above. You can find more information, including definitions of *discrimination*, *retaliation*, *hostile environment*, *sexual harassment*, and other terms in more detail on the websites listed above.

## **Pregnancy and disabilities**

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## **What are my rights if I am pregnant?**

An employer cannot terminate you for getting pregnant, cannot refuse to give you a

reasonable period of maternity leave, and cannot force you to take maternity leave for an unreasonable period of time. Your employer must treat maternity leave the same way it treats other illnesses. As a general rule, when you return to work from pregnancy leave, you must be put back in your original job or in an equivalent position with equivalent pay and accumulated seniority. If you think you have been discriminated against because of a pregnancy, contact the Anchorage Equal Rights Commission, the Alaska State Human Rights Commission, or the Equal Opportunity Employment Commission at the phone numbers or websites listed above.

## **What are my rights if I am disabled?**

Title I of the Americans with Disabilities Act of 1990 (often called the ADA) requires employers to provide *reasonable accommodation* to qualified persons with disabilities who work or want to work for them, unless the employer would experience undue hardship as a result. Generally, this means an employer must change the work environment or the way things are customarily done so that the person with a disability can have the same job opportunities as others and can perform the essential functions of the job.

If you decide to ask for an accommodation, you can simply let the employer know you need a change due to a medical condition. You do not need to specifically mention the ADA. However, the employer does not necessarily have to make the change you ask for. Your request is the first step in an informal process between you and the employer, who may ask you questions to help understand your needs. The employer may ask for reasonable documentation from your medical provider about your disability, the limits to work you can do, and any accommodation that you ask for. The employer also can suggest different accommodations or argue against those you propose. But the employer cannot refuse a reasonable accommodation unless it can show that providing it would be an undue hardship.

## **Family Medical Leave Act (FMLA)**

### **What is the Family Medical Leave Act (FMLA)? Am I covered?**

If your employer has at least 50 employees and you have worked for the company for at least 12 months (which don't have to be continuous), including at least 1,250 hours of service during the 12-month period immediately before the leave starts, then you may be covered by the FMLA. The State of Alaska also has a family leave act, and some private companies may offer leave, but they do not have to follow the FMLA.

Under the FMLA, you may take up to 12 workweeks of leave during any 12-month period for one or more of the following reasons:

- the birth of a child, and time to care for the newborn child;
- adoption of a child or a foster care placement, and time to care for the child;
- your spouse, son, daughter, or parent has a serious health condition, and needs your care;
- or
- you have a serious health condition that makes you unable to perform at least one

essential function of your job.

During FMLA leave, an employer must maintain your existing level of insurance coverage under a group health plan. Generally, an employer must take you back into the same or an equivalent job at the end of the FMLA leave. You may be required to provide information, including current updates, verifying the serious medical condition that led to the leave.

## **Housing**



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As you get ready to support yourself, you may be eager to rent an apartment of your own. Alaska law protects the rights of both *landlords* (the property owners) and *tenants* (the renters), so there are responsibilities and potential problems in renting an apartment. This section covers some of the important things you should know.

- [Get a copy of "Alaska Landlord Tenant Act: What it means to you" from the Consumer Protection Unit of the Alaska Attorney General's Office.](#)



- [View more information in a publication on the Alaska Landlord Tenant Act available from the Alaska Court System at court clerks' offices.](#) This publication also contains sample forms that you can use to tell your landlord about problems with your apartment, or that you want to move out. But remember that if you are facing complicated legal issues about problems at your apartment, or a potential eviction, you should consult with an attorney to get advice on your specific situation.

## **Renting an Apartment**



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### **If I am under 18, can I rent an apartment on my own?**

If you can find a landlord to rent to you, you may be able to rent an apartment. But if you decide after two weeks you want to move out, you will probably not be able to cancel the contract because housing is considered a necessity.

### **What should I look for when renting an apartment?**

It is critical to know how much you can afford to pay, and find an apartment that fits in your budget. Be sure you understand whether the landlord requires a security deposit, and whether the utilities (electricity, gas, water and sewer, garbage pickup) are included in the monthly rent. Utility bills may be additional costs you have to pay. Of course, the

apartment should be well maintained and in a safe and convenient location, but don't rent an apartment that you can't afford.

### **Do I have to pay a security deposit?**

The purpose of a security deposit is to protect the landlord in case you damage your apartment or leave without paying rent. Alaska law allows a landlord to charge a security deposit up to two times the amount of the monthly rent. In other words, if your rent is \$1,000 per month, the landlord could require a security deposit of \$2,000. Some landlords ask for *last month's rent* instead of, or in addition to, a security deposit. *Last month's rent* is essentially the same as a security deposit. The landlord is not violating the law as long as the last month's rent and the security deposit do not add up to more than twice your monthly rent. But many landlords only require a security deposit equal to one month's rent, or even less.

### **What else do I need to know before I rent the apartment?**

To avoid any misunderstanding about your responsibilities as a tenant, you need to understand the landlord's rules, or terms and conditions, for renting the apartment. You can have a verbal agreement to rent an apartment, but it is better if the terms and conditions are set out in a written agreement so there won't be an argument later on about what you agreed to. A written agreement to rent an apartment is called a lease.

### **What should be in a lease?**

A lease is a written agreement between the landlord and the tenant. It gives the tenant the exclusive right to occupy the property for a period of time (like a month or a year). Usually the tenant can continue to stay longer if he or she keeps paying the rent.

Nothing in Alaska law says exactly what has to be in a lease. But generally a lease should include: the amount of the rent;

- who is responsible for paying rent (one or more people who sign the lease);
- who can live in the apartment (how many people including children);
- when the rent is due, and how or to whom it is to be paid;
- when any late fee will be charged and how much it will be;
- how long the lease lasts, and whether it is automatically renewed or continues;
- the name and address of the landlord and property manager, if there is one;
- whether you can sublease the apartment (rent the apartment to someone else);
- who pays for utilities (the landlord may pay for some and the tenant for others);
- the amount of the security deposit;
- a list of any furniture or other property supplied with the apartment;
- any rules or restrictions on use of the apartment (like whether smoking or pets are allowed); these rules can be in a separate document so long as it is mentioned in the lease.

Alaska law prohibits a lease from having certain terms that are considered unfair to tenants. A



lease may not:

- require the tenant to waive (or agree to give up) any rights given by Alaska's landlord-tenant law;
- authorize a court judgment (called a *confession of judgment*) without any due process;
- limit the liability of the landlord (or the tenant);
- require the tenant to pay the landlord's attorney's fees;
- agree that the landlord can keep the renter's personal property if rent is not paid.

### **Is there anything else I should do before moving in?**

One common problem when a tenant moves out is that a landlord and tenant disagree about whether the tenant caused damage to the apartment. So it is a good idea to inspect carefully and take pictures of anything in your new apartment that you consider to be damaged. For example, take a picture of any holes in the wall, loose light fixtures, or anything else that the landlord might later think you damaged. Sometimes a landlord will require a new tenant to sign a checklist describing the condition of the apartment. If you sign this kind of list, be sure it is accurate! If you signed a list that said the kitchen was in perfect condition when you moved in, it will be hard to prove later that cabinet doors were already broken.

If things in the apartment need to be fixed, write them down and take pictures. Then ask the landlord to sign the list of broken items and give you a written promise to fix anything important. You should do this right away when you rent the apartment, before you actually move in. If the apartment is not ready when your move in date comes, you may be able to cancel the lease. But be sure to take pictures of the problems, in case the landlord refuses to return your rent or security deposit.

### **Roommates and subleases**

#### **What if I want to have my friends on the lease?**

Young people often rent an apartment together and split the rent. You might be able to afford a more expensive but nicer apartment if you share with one or more roommates. This has some legal effects you should understand.

If you rent an apartment with roommates, everyone who signs the lease is financially responsible for the full amount of the rent. If the rent isn't paid, then the landlord can (and usually does) sue everyone who signed the lease to collect the unpaid rent and evict them. If your roommates don't pay their share of the rent, the landlord won't just evict them and charge you less; you will all be evicted. And what if you move out and one or more roommates stay in the apartment but don't pay the rent? If your name is still on the lease, the landlord could sue you for eviction and the unpaid rent. Even if you don't live in the apartment any more, you might have to pay the rent, and might be evicted by court order. You might find it harder to rent an apartment in the future if you have ever been evicted. On the other hand, if you stay in the apartment and one (or more) of your roommates moves out, you are still responsible for the full amount of the rent. You cannot pay just your part of the rent

and tell your landlord to get the rest from your former roommate. You are all on the lease, and each of you can be responsible for the full amount of rent.

If you or one or more roommates move out, you can ask the landlord to create a new lease just for the remaining tenant. The landlord doesn't have to do this, but may be willing if the remaining tenant has enough income to pay the monthly rent.

### **Can I rent (sublease) my apartment to someone else?**

If you want to move out and find someone else to take your place temporarily by renting your apartment, this is a sublease. Your lease should say if it is OK for you to sublease your apartment. You must have the landlord's agreement, in writing. Often, the landlord will want to approve any new tenant and can require the same information that any new tenant must furnish.

Subleasing may be a good idea if you are going to be away for a few months and want to come back to the same apartment. But if you are not planning on returning to your apartment, you probably want to see if you can have someone take over your lease, and free you of any further responsibility. This is called *assigning* your lease. If you sublease, you are still responsible to the landlord for paying rent. If your landlord allows you to assign the lease to someone else, then that person is responsible for the rent from that time on.

## **Living in the Apartment**

### **Do I really have to obey all of the apartment rules?**

Yes. When you sign a new lease, a landlord sometimes gives you a list of apartment rules that are considered part of the lease. You might even be evicted if you do not follow the apartment rules. During the period when your lease is in effect, the landlord cannot make any significant changes to the rules. If you are on a month-to-month lease, then the landlord can change the rules with one month's notice.

Your lease agreement or the apartment rules may answer many questions about what you can do when you live in the apartment. Here are some common questions.

### **Can I hang pictures on the wall?**

You will be responsible for any damage you cause to the apartment. Talk to your landlord before hanging pictures or making any other changes to the apartment that the landlord might consider to be damage, even if you think you are improving the apartment. Some landlords do not care if you hang pictures because nail holes are usually easy to fix. Just be aware that you may have to pay for those nail holes or other changes you make to the apartment.

### **Can the landlord raise my rent?**

The landlord cannot raise your rent during the term of your lease. In other words, if you have leased your apartment for a full year, then the landlord cannot increase your rent during that year. If you have a month-to-month lease, then the landlord can raise your rent by giving you notice of the increase at least one full month in advance. This gives you the option of deciding whether you want to stay and pay the increased rent or whether you want to try to find a new place to live.

### **Can I have pets in my apartment?**

Your lease, or rules mentioned in the lease, should tell you whether you can have pets, and any restrictions if some pets are allowed. Unless you have a medical need for a pet, such as a seeing-eye dog or a therapy animal, a landlord is not required to allow pets. Some landlords do not allow pets at all. Others allow you a limited number of pets or only pets smaller than a certain size. Others require you to pay an additional security deposit to have pets. This is all legal. Having a pet in your apartment when your lease does not allow it could be a cause for eviction.

### **Can I let friends come live with me?**



Photo by [Helena Lopes](#) on [Unsplash](#)

Check your lease. Many leases limit the number of days guests can stay in your apartment. Yes, this applies to boyfriends and girlfriends too. If someone is staying in your apartment

when your lease does not allow it, the landlord might be able to evict you. You might be able to get your landlord's permission to let you have friends stay longer than the lease allows if you ask. If your landlord agrees, get permission in writing if you can.

### **When can I be charged a late fee?**

Unless your lease allows a grace period, your rent is due in full on the day specified in the lease – usually the first day of the month. Your landlord might give you a couple of extra days to pay the rent, but does not have to do this.

A landlord can charge a late fee, either a reasonable flat fee or a small daily amount. But a late fee cannot be imposed merely as a penalty; the amount must reasonably reflect the cost to the landlord of late rent payments.

### **Can I use my security deposit to pay my rent?**

No. Even if you have paid a security deposit or “last month's rent,” you cannot skip a monthly rent payment and just assume the landlord will use the security deposit to pay your missing rent. The purpose of the security deposit is to protect the landlord against both unpaid rent and damages to the apartment. The security deposit is set aside and only used when you move out. If you do not pay your rent, the landlord can evict you for non-payment of rent even if you have enough money in your security deposit to cover the unpaid rent.

### **Can my landlord come into the apartment?**

There are only a few reasons a landlord can come into your apartment, and, unless it is an emergency, the landlord must give you 24 hours notice and come at a convenient time. The reasons a landlord may enter your apartment are:

- to make repairs or perform maintenance;
- to supply necessary or agreed services;
- to inspect for damages;
- to show the apartment to prospective buyers, renters, or contractors; or
- to remove any personal property of the landlord's that is not covered under the rental agreement.

### **Can the landlord bill me for damage to the apartment?**

You can't be charged for wear and tear caused by *normal nonabusive living*. But your landlord can bill you for damage you cause, even if it was an accident or caused by your guest. The landlord may keep enough of the deposit to repair such damage.

If the tenant has purposely destroyed the landlord's property (by throwing a rock through the window, writing on the walls, or smashing the furniture, for example), the tenant may be guilty of criminal mischief and could face up to five years in prison and a \$50,000 fine, and still have to pay for the damage.

## **Problems with the apartment**

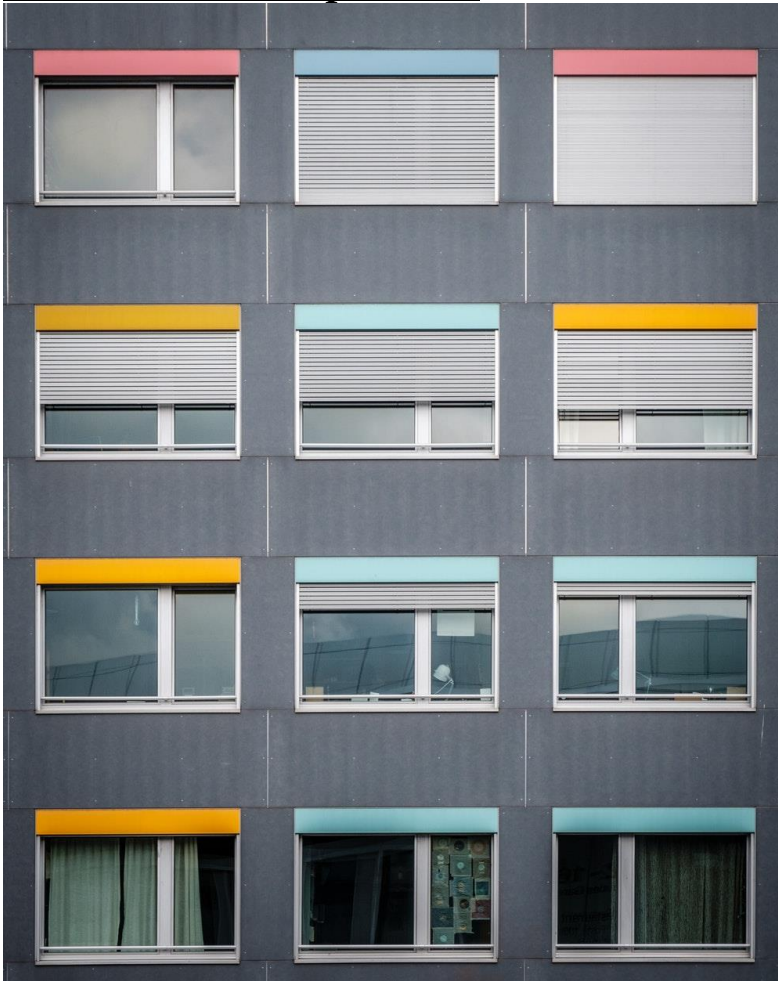


Photo by [Daniel Fazio](#) on [Unsplash](#)

## **What should I do if something is broken in my apartment?**

A landlord has to maintain safe and healthy living conditions in an apartment. So if something breaks that creates a serious safety and health threat in your apartment, the landlord has to fix it. This means problems like broken appliances, large holes in the wall or ceiling, leaking water, or a lack of utilities. It does not mean cosmetic things like scrapes on the paint or stains on the carpet.

If you discover a problem that you consider a health or safety threat, you should let your landlord know right away. Even if the problem is less serious, let your landlord know. Unless it is a really simple fix, don't try to fix things yourself. If you make things worse, you will be responsible for any resulting damage. Any notice to your landlord about problems in the apartment should be in writing. Make sure that your letter to your landlord has a date on it, so you can prove when the landlord knew of the problem.

Most cities in Alaska have building codes that provide minimum standards for maintaining an

apartment. If your problem is a really serious threat to health or safety, your city government might be able to send out an inspector to determine if your apartment is up to code. The law prohibits your landlord from harassing you if you report potential code violations. But you should know that, if the inspector finds that your apartment is not up to code and condemns it, you may have to move out.

### **Can I withhold rent if there are problems with my apartment?**

You can only withhold rent if your utilities (water/sewer, hot water, heat, electricity) in your apartment are not working. But you can't withhold rent if the utilities are off because you failed to pay any utility bill that was your responsibility. Before you withhold rent, you have to give written and dated notice to the landlord. You must give the landlord a reasonable amount of time to fix the problem.

You have a couple of other options if your utilities are not working. You can pay for the utilities or repairs yourself and deduct the amount from your rent. You can move into a reasonably-priced hotel temporarily and not pay rent for that time period; you can also sue the landlord for the difference if your hotel costs more than your average daily rent, which almost certainly it will. With either of these options, you have to first give written notice to the landlord of your intent either to pay for the utilities or go to a hotel. You must give the landlord a reasonable time to fix the problem.

If you have problems like these, you can read more about what you can do in the court system's [Landlord Tenant Act Publication](#).

### **The problems with my apartment have not been fixed. Can I move out?**

If problems with your apartment affect your use and enjoyment of the apartment, you can give the landlord a written notice that if he or she does not fix the problems within ten days, you will move out not less than ten days later (in other words not less than 20 days from the date of your notice). This can be an effective tool to get landlords to fix problems in your apartment. But you have to be ready to find another place to live if the landlord does not fix the problems. So, don't give the landlord this type of notice unless you are really sure you want to move if the problems are not fixed.

If a fire or some natural disaster makes your apartment impossible to live in, you can immediately end your lease. Your landlord will have to return the remaining portion of your rent and any security deposit. If only part of the apartment becomes unlivable, then your rent should be reduced to reflect the diminished value of living in the apartment.

### **I think I am being discriminated against. What can I do?**

A landlord cannot refuse to rent to someone because of sex, race, religion, national origin, color, physical or mental disability, or pregnancy. It is also illegal for a landlord to refuse to rent to someone because of marital status or change in marital status, because of a disabling disease that is not easily contagious (such as cancer or AIDS) or because a tenant has



children. Some of these restrictions only apply to apartment buildings with more than four units. Others apply no matter what the size of the apartment building is.

Of course, it can be hard to prove discrimination, so try to figure out if the landlord is treating other people differently from you. If you already live in the apartment, talk to your neighbors to see how they are being treated. If you are trying to rent an apartment, have a friend who is a different race or religion (or different in whatever way you think you are being discriminated against) try to rent the apartment and see how they are treated. If your neighbors and friends are being treated differently, then it is possible that the landlord is discriminating against you. Or it could just be that you and the landlord have a personality conflict that has nothing to do with race, religion, or any other protected characteristics. If you do decide that you have a good case for discrimination, contact the Alaska State Commission for Human Rights ([humanrights.alaska.gov](http://humanrights.alaska.gov); 274-4692 in Anchorage and 1-800-478-4692 outside of Anchorage); the Anchorage Equal Rights Commission ([www.muni.org/departments/aerc](http://www.muni.org/departments/aerc); 343-4342) or the U. S. Department of Housing and Urban Development ([www.hud.gov/complaints/index.cfm](http://www.hud.gov/complaints/index.cfm); 907-677-9800).

## **Are mobile homes different than apartments?**

Yes. If you are renting a mobile home from someone else, then that rental will be the same as any other apartment. But if you own a mobile home, you may be renting a space in a mobile home

park. Because mobile homes are hard to move, they can be evicted from rented space for only a few reasons, and they have more time to move off the premises. The owner of the mobile home park can always evict a mobile home if the space rent is not paid. The mobile home park owner can also evict a mobile home if the occupant commits a crime that threatens the safety of other people in the park, if there is a serious lease violation, or with 270-day's notice if the park is being converted to a different use. But the park owner cannot evict a mobile home because of the age of the mobile home.

## **Eviction**

### **What does eviction mean?**

An eviction is a court authorized way for a landlord to remove a tenant from the leased premises. The court procedure for eviction is also known as a Forcible Entry and Detainer (FED) action. You can get more detailed information about the FED procedures, and arguments you could make, in a court publication available online at [www.courts.alaska.gov/forms/civ-720.pdf](http://www.courts.alaska.gov/forms/civ-720.pdf).

### **What can I be evicted for?**

Alaska law sets out a number of reasons that a landlord can evict a tenant. These reasons include

- nonpayment of rent or utilities;



- intentional damage to the dwelling;
- illegal use of the premises;
- violation of the lease agreement;
- the landlord's choice to end the tenancy if your lease has expired.

## **How do evictions work?**

Before a landlord begins an eviction, he or she must give the tenant a notice to quit. The notice must give the tenant at least 7 days to pay past due rent or move out, or a specified date to fix a problem explained in the notice. When an apartment is rented on a month to month basis, the notice to quit must give the tenant notice a full month before the rent due date. If the tenant has not moved out or fixed the problem by the date specified in the notice, the landlord can begin an eviction proceeding by filing a complaint in court, and serving it on the tenant.

An eviction proceeding has two parts. The first part is a hearing about who has a right to possession of the apartment. The possession hearing is scheduled very quickly, but no later than 15 days after the complaint is filed. If the court issues an order to evict the tenant, it can be enforced by police or law enforcement officers.

The second part is a hearing on any damages, including back rent that the tenant may owe. The tenant may file an answer to the complaint within 20 days, and may counterclaim for any damages the tenant has suffered.

## **How do I get my things out of my apartment if I've been evicted?**

The landlord does not have a right to keep your things, but if you make no effort to collect them, the landlord can dispose of them. If the landlord believes your things are abandoned, he or she can give you notice that they will be sold or disposed of, depending on the value, within 15 days. You may be responsible for the costs of storage. So don't delay in making arrangements to pick them up.

## **Moving out**

### **What should I think about when I am ready to move out?**

Be sure you give your landlord enough notice that you intend to move out. If you have a month – to month rental agreement, you must give 30 days' notice. If you rent on a weekly basis, you must give at least 14 days notice. Check your lease for any specific notice requirements including where to send the notice.

### **How do I tell my landlord that I want to move?**

Use one of the forms of Notice to Landlord of Termination of Tenancy in the court's Landlord/Tenant Act publication at <http://www.courts.alaska.gov/forms/pub-30.pdf>.

Or you can just write a letter telling the landlord when you will move out and the address where you can be contacted after you move out. Be sure you date the letter and keep a record of how you delivered it to the landlord.

### **Can I stay longer if I need extra time?**

No. If you stay beyond the date you said you would move, the landlord may sue to evict you. If you cause the landlord damages by overstaying, the landlord may also sue for 1-1/2 times actual

damages. This could happen, for example, if the landlord has a new tenant waiting to move in, but the new tenant finds a different place to rent when you don't move out, leaving the apartment unrented for another month or more.

### **What do I have to do to get my security deposit back?**

If you have paid all rent when due, given adequate notice, and returned the apartment in a clean and undamaged condition, you are entitled to get your security deposit back.

### **Public housing**

See the [Family Life section](#) of this guide for information on public housing and the Section 8 housing program.

## **Duties of Adulthood**

### **Military Service**

## **Registering for Selective Service**



Photo by [Glenn Carstens-Peters](#) on [Unsplash](#)

### **What is Selective Service, and why is it required?**

Selective Service is the system the United States military uses to identify potential soldiers. The government keeps a registry of all men between the ages of 18 and 25 who could be summoned to military service quickly—in a fair and random order—in the event of a national emergency. If Congress passed a draft law, also known as a *conscription* act, it would probably require the military to use a lottery to identify citizens for mandatory service. Currently, there is no draft law in effect, but Selective Service registration is still required.

### **Do I have to register for military service even if I don't want to enlist?**

If you are a male U.S. citizen or male immigrant living in the United States, you generally must register with the Selective Service System within 30 days of your 18th birthday. Women are exempt, but all eligible young men ages 18 through 25 must be registered.

If you fail to register, you could be punished with a maximum \$250,000 fine and/or five years in prison. You must be registered to qualify for federal jobs, federal job training, and federal student financial aid. State employment or student financial aid also requires selective service registration. If you are an immigrant between the age of 18 and 25, you must register

to remain eligible for citizenship.

## **How do I register?**

You can:

- Register online at [www.sss.gov](http://www.sss.gov);
- Pick up a form at your local post office, complete it, and mail it in;
- Mail in a completed Selective Service reminder card (a card is sent to most young men around their 18th birthdays);
- Check the appropriate box on a Federal Student Financial Aid form; the Department of Education will then supply the necessary registration information to the Selective Service;
- Register at your local high school; many high schools have staff members who are Selective Service Registrars; or
- Register at any U.S. embassy or consular officer if you are living overseas.

## **Entering the military**



Photo by [Aaron Burden](#) on [Unsplash](#)

### **How do I join the military?**

Joining the military is a serious commitment. Before signing any document to enter the military you should read the document carefully and talk to someone you trust if there is anything you don't understand. If you want to join the military, you start by choosing between serving as an enlisted service member or as an officer.

### **What are enlisted service members?**

Enlisted service members make up the majority of the military forces and perform much of the hands-on work. To enlist, you must be 18 years old. You may also enlist if you are 17 and have your parents' consent. You must also have graduated from high school, although a General Educational Development (GED) certificate is sometimes acceptable.

### **What is the process for enlisting?**



Once you have talked to a recruiter and made a commitment to serve, you set a date to visit a Military Entrance Processing Station (MEPS) to finish the enlistment process. The MEPS is a joint-service organization that determines candidates' physical qualifications, aptitude, and moral standards as set by each branch of military service. There are MEPS located all over the country. When you go to the MEPS, you should:

- bring a Social Security Card, birth certificate, and driver's license;
- remove any body piercings, and make sure your clothing does not have obscene images;
- bring glasses or wear contacts, and bring along an eyeglass or contact lens case and solutions;
- get a good night's sleep, and arrive early.

Candidates officially complete the process of joining the military once they meet all of the requirements at the MEPS. The process may take up to two days. Food and lodging are usually provided for candidates. At the MEPS, the candidate can expect to:

- take the Armed Services Vocational Aptitude Battery;
- have a physical examination;
- meet with a counselor and determine a career; and
- take the oath of enlistment.

After processing at the MEPS, the new recruit will either report for basic training immediately or, if the recruit is enlisting before finishing high school, take basic training within a year.

## **What do officers do and how can I become an officer?**

Officers are the managers of the military, planning or directing operations or acting in professional roles in fields such as medicine and law. Officers have generally completed a four-year college degree or more advanced education before serving, though it is possible to advance through the enlisted ranks and complete officer training later. An officer's education often determines what career he or she will have in the military. Usually the candidate will meet with a military advisor or career counselor during college to select a potential job specialty.

If you are interested in serving as an officer, you have four options:

- attend a Senior Military College or Academy;
- enroll at a traditional college or university with a Reserve Officer Training Corps (ROTC) program;
- attend Officer Candidate School (OCS) after graduating from college; or
- receive a direct commission after earning a professional degree.

Some enlisted service members are promoted to officer rank. Most branches of the armed forces have programs, including additional training, that help service members make the change. A commanding officer may recommend an enlisted service member with the right

qualifications for OCS or ROTC (if they plan to go back to school). A warrant officer (who ranks between the highest enlisted service members and the lowest commissioned officers) may be promoted from the enlisted ranks for technical expertise. A high-ranking enlisted service member who has been given officer-like authority by his or her superiors may become a non-commissioned officer (NCO).

## **Jury duty**



### **Am I automatically eligible to serve as a juror when I turn 18?**

To qualify as a juror in Alaska, you must be:

- a citizen of the United States;
- a resident of Alaska;
- at least 18 years old;
- of sound mind;
- able to speak or read; and
- not be under the supervision of the justice system because of a felony conviction.

## **How are potential jurors selected?**

Jury selection begins when the local court calls a random group of people on a list developed from Permanent Fund Dividend recipients, voter registration, and other mailing lists available to the court, such as hunting, fishing, and driver's licenses.

Not everyone who is called will serve on a jury. The court brings in more prospective jurors than will be needed. Judges can excuse prospective jurors for a number of reasons, including having a financial interest, or having family members or friends involved in the case. The judge can also excuse people who show prejudice or bias, or have formed an opinion about the case, or who would suffer hardship from serving on the jury. In a process called *voir dire*, lawyers for each side of the case ask prospective jurors questions. The lawyers are allowed to remove (strike) a certain number of potential jurors to get a jury they think will be fair to their clients.

## **If I'm summoned for jury duty, do I have to respond?**

Yes. If you don't respond to a jury summons, you can be held in contempt of court and be fined or imprisoned or both. Read the summons that you receive to find out how to respond. The summons will instruct you how to contact the court if you do not meet the eligibility requirements, or if jury service would cause undue hardship for you, or for certain other reasons. You can ask for one postponement if you cannot serve on the date in your summons. Whatever your circumstances, however, do not just ignore the jury summons.

## **What if I can't get time off work to report for jury service?**

Employers are required to give employees time off for jury duty. (Depending on your employer, however, you may lose wages during that time.) Also, it is against the law for an employer to fire or harass you for reporting to jury duty as long as you have given the employer reasonable notice. If this occurs, notify your local jury office or the judge assigned to your trial. There are also laws allowing students to be excused from classes to fulfill their jury service.

## **Will I be paid if I serve on a jury?**

People who are called for jury duty receive a small payment for their services.

## **What happens if I'm not selected to serve on a jury?**

If you are not chosen as a juror on the first day of your jury service, you will be excused and cannot be summoned back for such service for at least one year. If you are chosen to sit on a jury, you will be expected to serve as a juror throughout the trial. Once the trial concludes, however, you will not be summoned back for at least a year. Trials can range from a day or two in length to months or, in rare cases, even longer. However, the judge in the case will have some idea of what to expect. And if serving as a juror in a long trial would be extremely difficult for you, you will have an opportunity to explain your situation to the

judge. For more information on jury service, see <http://courts.alaska.gov/jury-trial.htm#pt1> or [http://www.akd.uscourts.gov/faq\\_jury.htm](http://www.akd.uscourts.gov/faq_jury.htm).

## **Voting**

Photo by [Anthony Garand](#) on [Unsplash](#)



To vote in Alaska a person must be:

- a citizen of the United States;
- at least 18 years old;
- a resident of Alaska and the election district for at least thirty days just before the election;
- registered at least thirty days before the election; and
- not registered in more than one district.

### **If I forget to register, can I just show up to vote?**

No. You cannot register at the polls. You must be registered at least 30 days before the election.

**I am registered to vote in Alaska, but I am leaving for college and will not be back until after the elections. Can I vote?**

Yes. For federal and state elections, you may apply for an absentee ballot by following the instructions on the [website of the Alaska Division of Elections](#).

City and borough elections are conducted by the local government. To vote an absentee ballot in these elections, apply directly through your city or borough clerk.