

SENATE CS FOR CS FOR HOUSE BILL NO. 135(CRA)

IN THE LEGISLATURE OF THE STATE OF ALASKA

TWENTY-SECOND LEGISLATURE - SECOND SESSION

BY THE SENATE COMMUNITY AND REGIONAL AFFAIRS COMMITTEE

Offered: 4/2/02

Referred: Judiciary

Sponsor(s): REPRESENTATIVES GUESS, Meyer, Hayes, Croft, Cissna, Mulder

A BILL

FOR AN ACT ENTITLED

1 **"An Act relating to municipal fees for certain police protection services and to a tenant's**
2 **activities that result in the imposition of those fees."**

3 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

4 * **Section 1.** AS 29.10.200 is amended by adding a new paragraph to read:

5 (62) AS 29.35.125 (fees for police protection services).

6 * **Sec. 2.** AS 29.35 is amended by adding a new section to read:

7 **Sec. 29.35.125. Fees for police protection services.** (a) A municipality may
8 by ordinance impose a fee on the owner of residential property, including multi-family
9 housing, if a member of the municipal police department goes to the property an
10 excessive number of times during a calendar year in response to a call for assistance, a
11 complaint, an emergency, or a potential emergency. The number of responses
12 considered to be excessive and the amount of the fee shall be set out in the ordinance
13 that establishes the fee. A fee may not be imposed under this subsection for responses
14 to calls that are not reasonably justified or that involve potential child neglect,

1 potential domestic violence, as defined in AS 18.66.990, or potential stalking under
 2 AS 11.41.260 or 11.41.270. An ordinance adopted under this section shall define
 3 "reasonably justified" for purposes of this subsection.

4 (b) An ordinance enacted under this section shall require actual notice to the
 5 property owner of police contacts and a warning that failure to take appropriate
 6 corrective action may result in the imposition of a fee. The ordinance must also define
 7 "appropriate corrective action" to include written notice to quit under AS 09.45.100 -
 8 09.45.110 in appropriate situations as well as other types of corrective action, and
 9 provide that the property owner is not liable for the fee if that action is promptly taken.

10 (c) A municipality may provide that a fee imposed under (a) of this section is
 11 a lien on the property to which the municipal police have been called an excessive
 12 number of times and may provide for the recording and notice of the lien. When
 13 recorded, a lien under this subsection has priority over all other liens except

14 (1) liens for property taxes, special assessments, and sales and use
 15 taxes;

16 (2) liens that were perfected before the recording of the lien under this
 17 subsection; and

18 (3) mechanics' and materialmen's liens for which claims of lien under
 19 AS 34.35.070 or notices of right to lien under AS 34.35.064 have been recorded
 20 before the recording of the lien under this subsection.

21 (d) This section applies to home rule and general law municipalities.

22 * **Sec. 3.** AS 34.03.120(a) is amended to read:

23 (a) The tenant

24 (1) shall keep that part of the premises occupied and used by the tenant
 25 as clean and safe as the condition of the premises permit;

26 (2) shall dispose all ashes, rubbish, garbage, and other waste from the
 27 dwelling unit in a clean and safe manner;

28 (3) shall keep all plumbing fixtures in the dwelling unit or used by the
 29 tenant as clean as their condition permits;

30 (4) shall use in a reasonable manner all electrical, plumbing, sanitary,
 31 heating, ventilating, air-conditioning, kitchen, and other facilities and appliances

1 including elevators in the premises;

2 (5) may not deliberately or negligently destroy, deface, damage,
3 impair, or remove a part of the premises or knowingly permit any person to do so;

4 (6) may not unreasonably disturb, or permit others on the premises
5 with the tenant's consent to unreasonably disturb, a neighbor's peaceful enjoyment of
6 the premises;

7 (7) shall maintain smoke detection devices as required under
8 AS 18.70.095; [AND]

9 (8) may not, except in an emergency when the landlord cannot be
10 contacted after reasonable effort to do so, change the locks on doors of the premises
11 without first securing the written agreement of the landlord and, immediately after
12 changing the locks, providing the landlord a set of keys to all doors for which locks
13 have been changed; in an emergency, the tenant may change the locks and shall,
14 within five days, provide the landlord a set of keys to all doors for which locks have
15 been changed and written notice of the change; **and**

16 **(9) may not unreasonably engage in conduct, or permit others on**
17 **the premises to engage in conduct, that results in the imposition of a fee under a**
18 **municipal ordinance adopted under AS 29.35.125.**