

**HOUSE BILL NO. 11**

IN THE LEGISLATURE OF THE STATE OF ALASKA

TWENTY-SECOND LEGISLATURE - FIRST SESSION

**BY REPRESENTATIVES CROFT AND MURKOWSKI, Cissna, Kerttula**

**Introduced: 1/8/01**

**Referred: Labor and Commerce, Judiciary**

**A BILL**

**FOR AN ACT ENTITLED**

1 **"An Act relating to required notice of eviction to the dwellers, tenants, and owners of**  
2 **mobile homes in mobile home parks before redevelopment of the park."**

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

4 **\* Section 1.** AS 09.45.090(a) is amended to read:

5 (a) For property to which the provisions of AS 34.03 (Uniform Residential  
6 Landlord and Tenant Act) apply, unlawful holding by force includes each of the  
7 following:

8 (1) when, for failure or refusal to pay rent due on the lease or  
9 agreement under which the tenant or person holds, and after service, under  
10 AS 09.45.100(b), of the written notice required by AS 34.03.220(b) by the landlord for  
11 recovery of possession of the premises if the rent is not paid, the tenant or person in  
12 possession fails or refuses to vacate or pay the rent within seven days;

13 (2) when,

14 (A) after a violation of a condition or covenant set out in

1 AS 34.03.120(a), other than a breach of AS 34.03.120(a)(5) due to the  
 2 deliberate infliction of substantial damage to the premises, or after a breach or  
 3 violation of a condition or covenant in a lease or rental agreement and  
 4 following service of written notice to quit, the tenant fails or refuses to remedy  
 5 the breach or to deliver up the possession of the premises within the number of  
 6 days provided for termination under AS 34.03.220(a)(2);

7 (B) after a violation of AS 34.03.120(a)(5) by deliberate  
 8 infliction of substantial damage to the premises, following service of written  
 9 notice to quit, the tenant fails or refuses to deliver up the possession of the  
 10 premises by the date set out in the written notice to quit under  
 11 AS 34.03.220(a)(1);

12 (C) after a violation of AS 34.03.220(e) following  
 13 discontinuance of a public utility service, following service of written notice to  
 14 quit, the tenant fails or refuses to deliver up the possession of the premises by  
 15 the date set out in the written notice to quit under AS 34.03.220(e);

16 (D) the landlord requires the tenant to vacate the premises for a  
 17 reason set out in AS 34.03.310(c)(2) or (c)(4) - (7), following service of  
 18 written notice to quit, the tenant fails or refuses to deliver up the possession of  
 19 the premises within the longer of 30 days or the period of notice for the  
 20 landlord's recovery of possession of the premises set out in the rental  
 21 agreement;

22 (E) in a mobile home park, there is to be a change in the use of  
 23 land for which termination of tenancy is authorized by AS 34.03.225(a)(4),  
 24 following service of written notice to quit, the mobile home dweller or tenant  
 25 fails or refuses to vacate within the **period** [NUMBER OF DAYS] provided  
 26 for termination under **AS 34.03.225(d)** [AS 34.03.225(a)(4)];

27 (F) after termination of a periodic tenancy as prescribed by  
 28 AS 34.03.290(a) or (b), following service of written notice to quit, the tenant  
 29 remains in possession without the landlord's consent after expiration of the  
 30 term of the rental agreement or after the date of its expiration;

31 (G) after the tenant has violated AS 34.03.120(b) or the tenant

1 has used the dwelling unit or allowed the dwelling unit to be used for an illegal  
 2 purpose in violation of AS 34.03.310(c)(3) other than a breach of  
 3 AS 34.03.120(b), following service of written notice to quit, the tenant fails or  
 4 refuses to deliver up the possession of the premises within five days; or

5 (H) following service of written notice to quit, a person in  
 6 possession continues in possession of the premises without a valid rental  
 7 agreement, as that term is defined in AS 34.03.360, and without the consent of  
 8 the landlord; or

9 (3) when, without a notice to quit, a tenant or person in possession  
 10 continues in possession of the premises after the tenancy has been terminated by  
 11 issuance of an order of abatement under AS 09.50.210(a).

12 \* **Sec. 2.** AS 34.03.225(a) is amended to read:

13 (a) A mobile home park operator may evict a mobile home or a mobile home  
 14 park dweller or tenant only for one of the following reasons:

15 (1) the mobile home dweller or tenant has defaulted in the payment of  
 16 rent owed;

17 (2) the mobile home dweller or tenant has been convicted of violating a  
 18 federal or state law or local ordinance, and that violation is continuing and is  
 19 detrimental to the health, safety, or welfare of other dwellers or tenants in the mobile  
 20 home park;

21 (3) the mobile home dweller or tenant has violated a provision,  
 22 enforceable under AS 34.03.130, of the rental agreement or lease signed by both  
 23 parties and not prohibited by law including rent and the terms of agreement; and

24 (4) a change in the use of the land comprising the mobile home park, or  
 25 the portion of it on which the mobile home to be evicted is located, **subject to (d) of**  
 26 **this section** [; HOWEVER, ALL DWELLERS OR TENANTS SO AFFECTED BY A  
 27 CHANGE IN LAND USE SHALL BE GIVEN AT LEAST 180 DAYS' NOTICE, OR  
 28 LONGER IF A LONGER NOTICE PERIOD IS PROVIDED IN A VALID LEASE].

29 \* **Sec. 3.** AS 34.03.225 is amended by adding a new subsection to read:

30 (d) In the case of an eviction under (a)(4) of this section, the mobile home  
 31 dweller or tenant and the mobile home owner shall be given a quit date during the

1 calendar year falling no earlier than April 1 and no later than September 30. The  
 2 mobile home dweller or tenant and the mobile home owner shall be given at least 365  
 3 days' notice, or longer if a longer notice period is provided in a valid lease; however,  
 4 only 180 days' notice is required if the mobile home park owner or operator finds a  
 5 suitable place to relocate the mobile home and pays the actual disconnection,  
 6 relocation, and reestablishment costs not exceeding a total of \$5,000.

7 \* **Sec. 4.** AS 34.08.620(a) is amended to read:

8 (a) A declarant of a common interest community containing conversion  
 9 property, and any dealer who intends to offer units in a common interest community  
 10 containing conversion units, shall give each residential tenant and each residential  
 11 subtenant in possession of a portion of conversion property notice of the conversion  
 12 and provide each person with the public offering statement no later than 180 days  
 13 before the tenant and any subtenant in possession are required to vacate. If the  
 14 conversion property consists of a mobile home park, notice of the conversion and  
 15 delivery of a public offering statement shall be provided no later than one year before  
 16 the tenant and any subtenant in possession are required to vacate, **with a quit date**  
 17 **during the calendar year falling no earlier than April 1 and no later than**  
 18 **September 30**. The notice must set out generally the rights of tenants and subtenants  
 19 under this section and shall be hand delivered to the tenant or subtenant in possession  
 20 or mailed by certified mail, return receipt requested, to the tenant and subtenant at the  
 21 address of the unit or any other mailing address provided by a tenant. The failure to  
 22 give notice as required by this section is a defense to an action for possession and the  
 23 terms of the tenancy may not be altered during the notice period provided by this  
 24 subsection. A tenant or subtenant may not be required to vacate upon less than 180  
 25 days' notice and a tenant and a subtenant in possession in a mobile home park may not  
 26 be required to vacate upon less than one year's notice except for one of the following  
 27 reasons:

- 28 (1) the tenant or subtenant has defaulted in the payment of rent owed;  
 29 (2) the tenant or subtenant has been convicted of violating a federal or  
 30 state law or local ordinance, and that violation is continuing and is detrimental to the  
 31 health, safety, or welfare of other dwellers or tenants in the mobile home park; and

1                           (3) the tenant or subtenant has violated a provision, enforceable under  
2 AS 34.03.130, of the rental agreement or lease signed by both parties and not  
3 prohibited by law including rent and the terms of agreement.