

SENATE BILL NO. 307

IN THE LEGISLATURE OF THE STATE OF ALASKA

TWENTY-FOURTH LEGISLATURE - SECOND SESSION

BY THE SENATE LABOR AND COMMERCE COMMITTEE

Introduced: 2/23/06

Referred: Labor and Commerce, Judiciary

A BILL

FOR AN ACT ENTITLED

1 "An Act relating to a fee provided for in the rental agreement for late payment of rent
2 under the Uniform Residential Landlord and Tenant Act."

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, and, if applicable, the late fee, is
12 not paid, the tenant or person in possession fails or refuses to vacate or pay the rent,
13 and, if applicable, the late fee, within seven days;

14 (2) when,

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

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

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

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

23 (E) in a mobile home park, there is to be a change in the use of
24 land for which termination of tenancy is authorized by AS 34.03.225(a)(4),
25 following service of written notice to quit, the mobile home dweller or tenant
26 fails or refuses to vacate within the number of days provided for termination
27 under AS 34.03.225(a)(4);

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

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

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

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

13 * **Sec. 2.** AS 34.03.220(b) is amended to read:

14 (b) If rent is unpaid when due and the tenant fails to pay rent in full, **together**
 15 **with any fee provided for in the rental agreement for late payment of rent,** within
 16 seven days after written notice by the landlord of nonpayment and the intention to
 17 terminate the rental agreement if the rent, **and, if applicable, the late fee,** is not paid
 18 within that period of time, the tenancy terminates unless the landlord agrees to allow
 19 the tenant to remain in occupancy, and the landlord may terminate the rental
 20 agreement and immediately recover possession of the rental unit. Only one written
 21 notice of default need be given the tenant by the landlord as to any one default. A
 22 landlord who has given written notice to the tenant under this subsection may accept a
 23 partial payment of the rent due under the rental agreement, **together with payment of**
 24 **any fee provided for in the rental agreement for late payment of rent,** and extend
 25 the date for the eviction accordingly.