

CS FOR SENATE BILL NO. 307(JUD)

IN THE LEGISLATURE OF THE STATE OF ALASKA

TWENTY-FOURTH LEGISLATURE - SECOND SESSION

BY THE SENATE JUDICIARY COMMITTEE

Offered: 4/29/06

Referred: Rules

Sponsor(s): SENATE LABOR AND COMMERCE COMMITTEE

A BILL

FOR AN ACT ENTITLED

1 **"An Act relating to notice by the landlord to the tenant of intention to terminate a rental**
2 **agreement for nonpayment of rent under the Uniform Residential Landlord and Tenant**
3 **Act."**

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

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

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

9 (1) when, for failure or refusal to pay rent due on the lease or
10 agreement under which the tenant or person holds, and after service, under
11 AS 09.45.100(b), of the written notice required by AS 34.03.220(b) by the landlord for
12 recovery of possession of the premises if the rent is not paid, the tenant or person in
13 possession fails or refuses to vacate or pay the rent within **10** [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 within **10**
 15 [SEVEN] days after written notice by the landlord of nonpayment and the intention to
 16 terminate the rental agreement if the rent is not paid within that period of time, the
 17 tenancy terminates unless the landlord agrees to allow the tenant to remain in
 18 occupancy, and the landlord may terminate the rental agreement and immediately
 19 recover possession of the rental unit. Only one written notice of default need be given
 20 the tenant by the landlord as to any one default. A landlord who has given written
 21 notice to the tenant under this subsection may accept a partial payment of the rent due
 22 under the rental agreement and extend the date for the eviction accordingly.