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Offered: 3/15/73  
Referred: Judiciary

1 IN THE HOUSE

BY THE COMMERCE COMMITTEE

2 CS FOR HOUSE BILL NO. 226

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 EIGHTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act adopting the Uniform Residential Landlord and  
7 Tenant Act; amending procedures for the recovery of  
8 possession of real property; and providing for an  
9 effective date."

10 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

11 \* Section 1. PURPOSES; RULES OF CONSTRUCTION. (a) This Act shall be  
12 liberally construed and applied to promote its underlying purposes and pol-  
13 icies.

14 (b) Underlying purposes and policies of this Act are

15 (1) to simplify, clarify, modernize and revise the law governing  
16 the rental of dwelling units and the rights and obligations of landlord and  
17 tenant;

18 (2) to encourage landlord and tenant to maintain and improve the  
19 quality of housing; and

20 (3) to make uniform the law among those states which enact it.

21 \* Sec. 2. AS 34 is amended to add a new chapter to read:

22 CHAPTER 03. UNIFORM RESIDENTIAL  
23 LANDLORD AND TENANT ACT.

24 ARTICLE 1. RENTAL AGREEMENTS.

25 Sec. 34.03.090. TERMS AND CONDITIONS OF RENTAL AGREEMENT. (a) The  
26 landlord and tenant may include in a rental agreement, clauses and con-  
27 ditions not prohibited by this chapter or by law, including rent, term  
28 of the agreement, and other provisions governing the rights and obliga-  
29 tions of the parties.

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1 (b) In absence of agreement, the tenant shall pay as rent the fair  
2 rental value for the use and occupancy of the dwelling unit.

3 (c) Rent shall be payable without demand or notice at the time and  
4 place agreed upon by the parties. Unless otherwise agreed, rent is  
5 payable at the dwelling unit. Periodic rent is payable at the beginning  
6 of any term of one month or less and otherwise in equal monthly install-  
7 ments at the beginning of each month. Unless otherwise agreed, rent  
8 shall be uniformly apportionable from day to day.

9 (d) Unless the rental agreement fixes a definite term, the tenancy  
10 shall be week to week in the case of a roomer who pays weekly rent, and  
11 in all other cases month to month.

12 Sec. 34.03.100. EFFECT OF UNSIGNED OR UNDELIVERED RENTAL AGREE-  
13 MENT. (a) If the landlord does not sign and deliver a written rental  
14 agreement signed and delivered to him by the tenant, acceptance of rent  
15 without reservation by the landlord gives the rental agreement the same  
16 effect as if it had been signed and delivered by the landlord.

17 (b) If the tenant does not sign and deliver a written rental  
18 agreement signed and delivered to him by the landlord, acceptance of  
19 possession and payment of rent without reservation gives the rental  
20 agreement the same effect as if it had been signed and delivered by the  
21 tenant.

22 (c) If a rental agreement given effect by the operation of this  
23 section provides for a term longer than one year, it is effective only  
24 for one year.

25 Sec. 34.03.110. PROHIBITED PROVISIONS IN RENTAL AGREEMENTS. (a)  
26 No rental agreement may provide that the tenant or landlord

27 (1) agrees to waive or to forego rights or remedies under this  
28 chapter;

29 (2) authorizes any person to confess judgment on a claim

1 arising out of the rental agreement;

2 (3) agrees to the exculpation or limitation of any liability  
3 of the landlord or tenant arising under the law or to indemnify the  
4 landlord or tenant for that liability or the costs connected with it;

5 (4) agrees to pay the landlord's attorney fees.

6 (b) A provision prohibited by (a) of this section included in a  
7 rental agreement is unenforceable. If a landlord or tenant wilfully  
8 uses a rental agreement containing provisions known by him to be pro-  
9 hibited, the other party may recover an amount not to exceed one and  
10 one-half times the actual damages.

11 Sec. 34.03.120. SEPARATION OF RENTS AND OBLIGATIONS TO MAINTAIN  
12 PROPERTY FORBIDDEN. A rental agreement, assignment, conveyance, trust  
13 deed, or security instrument may not permit the receipt of rent free of  
14 the obligation to comply with sec. 160(a) of this chapter.

15 Sec. 34.03.125. SUBLEASE AND ASSIGNMENT. (a) Unless otherwise  
16 agreed in writing, the tenant may not sublet his premises or assign the  
17 rental agreement to another without the landlord's consent.

18 (b) The tenant's right to sublease his premises or assign the  
19 rental agreement to another may be conditioned on obtaining the land-  
20 lord's consent, which may be withheld only upon the grounds specified in  
21 (d) of this section; no further restrictions on sublease or assignment  
22 are enforceable.

23 (c) When the rental agreement requires the landlord's consent for  
24 sublease or assignment, the tenant may secure one or more persons who  
25 are willing to occupy the premises. Each prospective occupant shall  
26 make a written offer signed and delivered by him to the landlord, con-  
27 taining the following information on the prospective occupant:

28 (1) name, age and present address;

29 (2) marital status;

1 (3) occupation, place of employment, and name and address of  
2 employer;

3 (4) number of all other persons who would normally reside  
4 with the prospective occupant;

5 (5) two credit references, or responsible persons who will  
6 confirm the financial responsibility of the prospective occupant; and

7 (6) names and addresses of all landlords of the prospective  
8 occupant during the prior three years.

9 (d) Within 14 days after the written offer has been delivered to  
10 the landlord, the landlord may refuse consent to a sublease or assign-  
11 ment by a written rejection signed and delivered by him to the tenant,  
12 containing one or more of the following reasonable grounds for rejecting  
13 the prospective occupant:

14 (1) insufficient credit standing or financial responsibility;

15 (2) number of persons in the household;

16 (3) number of persons under 18 years of age in the household;

17 (4) unwillingness of the prospective occupant to assume the  
18 same terms as are included in the existing rental agreement;

19 (5) proposed maintenance of pets;

20 (6) proposed commercial activity; or

21 (7) written information signed by a previous landlord, which  
22 shall accompany the rejection, setting forth abuses of other premises  
23 occupied by the prospective occupant.

24 (e) In the event the written rejection fails to contain one or  
25 more grounds permitted by (d) of this section for rejecting the pros-  
26 pective occupant, the tenant may consider the landlord's consent given,  
27 or at his option may terminate the rental agreement by a written notice  
28 given without unnecessary delay to the landlord at least 30 days prior  
29 to the termination date specified in the notice.

1 (f) In the event the landlord does not deliver a written rejection  
2 signed by him to the tenant within 14 days after a written offer has  
3 been delivered to him by the tenant, the landlord's consent to the sub-  
4 lease or assignment shall be conclusively presumed.

5 ARTICLE 2. LANDLORD OBLIGATIONS.

6 Sec. 34.03.130. SECURITY DEPOSITS: PREPAID RENT. (a) A landlord  
7 may not demand or receive prepaid rent and security, however denominated,  
8 in an amount or value in excess of one and one-half month's periodic  
9 rent.

10 (b) Upon termination of the tenancy, property or money held by the  
11 landlord as prepaid rent and security may be applied to the payment of  
12 accrued rent and the amount of damages which the landlord has suffered  
13 by reason of the tenant's noncompliance with sec. 180 of this chapter.  
14 The accrued rent and damages must be itemized by the landlord in a  
15 written notice delivered to the tenant together with the amount due  
16 no later than 14 days after termination of the tenancy and delivery  
17 of possession and demand by the tenant. "Damages" shall not include  
18 wear resulting from ordinary use of the premises.

19 (c) All monies paid to the landlord by the tenant as prepaid rent  
20 and security in a lease or rental agreement shall promptly be deposited  
21 by the landlord in a trust account in a bank, savings and loan associa-  
22 tion, or licensed escrow agent, and the landlord shall provide to the  
23 tenant the terms and conditions under which the prepaid rent and  
24 security or portion of it may be withheld by the landlord.

25 (d) If the landlord wilfully fails to comply with (b) of this  
26 section, the tenant may recover an amount not to exceed one and one-half  
27 times the actual amount of damages.

28 (e) This section does not preclude a landlord or tenant from  
29 recovering other damages to which he may be entitled under this chapter.

1 (f) The holder of the landlord's interest in the premises at the  
2 time of the termination of the tenancy is bound by this section.

3 Sec. 34.03.140. DISCLOSURE. (a) The landlord or any person auth-  
4 orized to enter into a rental agreement on his behalf shall disclose to  
5 the tenant in writing at or before the commencement of the tenancy the  
6 name and address of

7 (1) the person authorized to manage the premises; and

8 (2) an owner of the premises or a person authorized to act  
9 for and on behalf of the owner for the purpose of service of process and  
10 for the purpose of receiving and receipting for notices and demands.

11 (b) the information required to be furnished by this section shall  
12 be kept current and this section extends to and is enforceable against  
13 any successor landlord, owner or manager.

14 (c) A person who fails to comply with (a) of this section becomes  
15 an agent of each person who is a landlord for the purpose of

16 (1) service of process and receiving and receipting for  
17 notices and demands; and

18 (2) performing the obligations of the landlord under this  
19 chapter and under the rental agreement and expending or making available  
20 for the purpose all rent collected from the premises.

21 Sec. 34.03.150. LANDLORD TO SUPPLY POSSESSION OF THE DWELLING UNIT  
22 At the commencement of the term the landlord shall deliver possession of  
23 the premises to the tenant in compliance with the rental agreement and  
24 sec. 160 of this chapter. The landlord may bring an action for posses-  
25 sion against any person wrongfully in possession and may recover the  
26 damages provided in sec. 360 of this chapter.

27 Sec. 34.03.160. LANDLORD TO MAINTAIN FIT PREMISES. (a) The land-  
28 lord shall

29 (1) make all repairs and do whatever is necessary to put and

1 keep the premises in a fit and habitable condition;

2 (2) keep all common areas of the premises in a clean and safe  
3 condition;

4 (3) maintain in good and safe working order and condition all  
5 electrical, plumbing, sanitary, heating, ventilating, air-conditioning,  
6 kitchen and other facilities and appliances, including elevators,  
7 supplied or required to be supplied by him;

8 (4) provide and maintain appropriate receptacles and con-  
9 veniences for the removal of ashes, garbage, rubbish, and other waste  
10 incidental to the occupancy of the dwelling unit and arrange for their  
11 removal;

12 (5) supply running water and reasonable amounts of hot water  
13 and heat at all times except where the building that includes the  
14 dwelling unit is not required by law to be equipped for that purpose, or  
15 the dwelling unit is so constructed that heat or hot water is generated  
16 by an installation within the exclusive control of the tenant and sup-  
17 plied by a direct public utility connection; and

18 (6) provide and maintain locks and furnish keys reasonably  
19 adequate to insure safety to the tenant's person and property.

20 (b) A landlord of a single family residence located in an un-  
21 developed rural area or located where public sewer or water service has  
22 never been connected is not liable for a breach of (a)(3) or (5) of this  
23 section if the dwelling unit at the beginning of the rental agreement  
24 did not have running water, hot water, sewage or sanitary facilities  
25 from a private system.

26 (c) The landlord and tenant of a one or two family residence may  
27 agree in writing that the tenant perform the landlord's duties specified  
28 in (a)(4), (5) and (6) of this section. They may also agree in writing  
29 that the tenant perform specified repairs, maintenance tasks,

1 alterations, and remodeling. Agreements are allowed under this sub-  
2 section only if the transaction is entered into in good faith and not  
3 for the purpose of evading the obligations of the landlord.

4 (d) The landlord and tenant of a dwelling unit other than a single  
5 family residence may agree that the tenant is to perform specified  
6 repairs, maintenance tasks, alterations, or remodeling only if

7 (1) the agreement of the parties is entered into in good  
8 faith and not for the purpose of evading the obligations of the land-  
9 lord and is set forth in a separate writing signed by the parties and  
10 supported by adequate consideration; and

11 (2) the agreement does not diminish or affect the obligation  
12 of the landlord to other tenants in the premises.

13 (e) The landlord may not treat performance of a separate agree-  
14 ment described in (d) of this section as a condition to an obligation or  
15 performance of a rental agreement.

16 Sec. 34.03.170. LIMITATION OF LIABILITY. (a) Unless otherwise  
17 agreed, a landlord who conveys premises that include a dwelling unit  
18 subject to a rental agreement in a good faith sale to a bona fide pur-  
19 chaser is relieved of liability under the rental agreement and this  
20 chapter as to events occurring subsequent to written notice to the tenant  
21 of the conveyance. However, the landlord remains liable to the tenant  
22 for the property and money to which the tenant is entitled under sec.  
23 130 of this chapter, unless the property and money are specifically  
24 assigned to and accepted by the purchaser.

25 (b) Unless otherwise agreed, a manager of premises that include  
26 a dwelling unit is relieved of liability under the rental agreement and  
27 this chapter as to events occurring after written notice to the tenant  
28 of the termination of his management.

29 ARTICLE 3. TENANT OBLIGATIONS.

1           Sec. 34.03.180. TENANT TO MAINTAIN DWELLING UNIT. The tenant shall

2                   (1) keep that part of the premises that he occupies and uses  
3 as clean and safe as the condition of the premises permit;

4                   (2) dispose from his dwelling unit all ashes, rubbish, gar-  
5 bage, and other waste in a clean and safe manner;

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

8                   (4) use in a reasonable manner all electrical, plumbing,  
9 sanitary, heating, ventilating, air-conditioning, kitchen and other  
10 facilities and appliances including elevators in the premises;

11                   (5) not deliberately or negligently destroy, deface, damage,  
12 impair or remove any part of the premises or knowingly permit any person  
13 to do so; and

14                   (6) conduct himself and require other persons on the premises  
15 with his consent to conduct themselves in a manner that will not  
16 unreasonably disturb his neighbor's peaceful enjoyment of the premises.

17           Sec. 34.03.190. RULES AND REGULATIONS. A landlord may adopt rules  
18 and regulations, however described, concerning the tenant's use and  
19 occupancy of the premises. A rule or regulation is enforceable against  
20 the tenant only if

21                   (1) its purpose is to promote the convenience, safety, or  
22 welfare of the tenants in the premises, preserve the landlord's property  
23 from abusive use, or make a fair distribution of services and facilities  
24 held out for the tenants generally;

25                   (2) it is reasonably related to the purpose for which it is  
26 adopted;

27                   (3) it applies to all tenants in the premises in a fair  
28 manner;

29                   (4) it is sufficiently explicit in its prohibition, direction,

1 or limitation of the tenant's conduct to fairly inform him of what he  
2 must or must not do to comply;

3 (5) it is not for the purpose of evading the obligations of  
4 the landlord; and

5 (6) the tenant has notice of it at the time he enters into  
6 the rental agreement.

7 (b) A rule or regulation adopted after the tenant enters into the  
8 rental agreement is enforceable against the tenant if reasonable notice  
9 of its adoption is given to the tenant and it does not work a substantial  
10 modification of his rental agreement.

11 Sec. 34.03.200. ACCESS. (a) The tenant shall not unreasonably  
12 withhold consent to the landlord to enter into the dwelling unit in  
13 order to inspect the premises, make necessary or agreed repairs,  
14 decorations, alterations, or improvements, supply necessary or agreed  
15 services, or exhibit the dwelling unit to prospective or actual  
16 purchasers, mortgagees, tenants, workmen or contractors.

17 (b) The landlord may enter the dwelling unit without consent of  
18 the tenant in the case of emergency.

19 (c) No landlord may abuse the right of access or use it to harass  
20 the tenant. Except in case of emergency or if it is impracticable to  
21 do so, the landlord shall give the tenant at least 24 hours notice of  
22 his intent to enter and may enter only at reasonable times and with the  
23 tenant's consent.

24 (d) The landlord has no other right to access except by court  
25 order, and as permitted by sec. 300 and sec. 310(b) of this chapter, or  
26 if the tenant has abandoned or surrendered the premises.

27 Sec. 34.03.210. TENANT TO USE AND OCCUPY. Unless otherwise  
28 agreed, the tenant shall occupy his dwelling unit only as a dwelling  
29 unit. The rental agreement shall require that the tenant notify the

1 landlord of any anticipated extended absence from the premises in  
2 excess of five days no later than the first day of the extended absence.

3 ARTICLE 4. TENANT REMEDIES.

4 Sec. 34.03.220. NONCOMPLIANCE BY THE LANDLORD: GENERAL. (a)

5 Except as provided in this chapter, if there is a material non-  
6 compliance by the landlord with the rental agreement or a noncompliance  
7 with sec. 160 of this chapter materially affecting health and  
8 safety, the tenant may deliver a written notice to the landlord  
9 specifying the acts and omissions constituting the breach and  
10 specifying that the rental agreement will terminate upon a date not  
11 less than 20 days after receipt of the notice if the breach is not  
12 remedied in 10 days, and the rental agreement shall terminate as  
13 provided in the notice subject to the provisions of this section. If  
14 the breach is remediable by repairs or the payment of damages or  
15 otherwise, and the landlord remedies the breach prior to the date  
16 specified in the notice, the rental agreement will not terminate.  
17 In the absence of due care by the landlord, if substantially the same  
18 act or omission which constituted a prior noncompliance of which  
19 notice was given recurs within six months, the tenant may terminate  
20 the rental agreement upon at least 10 days written notice specifying the  
21 breach and the date of termination of the rental agreement The  
22 tenant may not terminate for a condition caused by the deliberate or  
23 negligent act or omission of the tenant, a member of his family or  
24 other person on the premises with his consent.

25 (b) Except as provided in this chapter, the tenant may recover  
26 damages and obtain injunctive relief for any noncompliance by the  
27 landlord with the rental agreement or sec. 160 of this chapter.

28 (c) The remedy provided in (b) of this section is in addition to  
29 any right of the tenant under (a) of this section.

1 (d) If the rental agreement is terminated, the landlord shall  
2 return all prepaid rent and security recoverable by the tenant under  
3 sec. 130 of this chapter.

4 Sec. 34.03.230. FAILURE TO DELIVER POSSESSION. (a) If the land-  
5 lord fails to deliver possession of the dwelling unit to the tenant as  
6 provided in sec. 150 of this chapter, rent abates until possession is  
7 delivered and the tenant may

8 (1) upon at least 10 days written notice to the landlord  
9 terminate the rental agreement and upon termination the landlord shall  
10 return all prepaid rent and security; or

11 (2) demand performance of the rental agreement by the land-  
12 lord and if the tenant elects, maintain an action for possession of the  
13 dwelling unit against the landlord and any person wrongfully in posses-  
14 sion and recover the damages sustained by him.

15 (b) If a person's failure to deliver possession is wilful  
16 and not in good faith, an aggrieved tenant may recover from that  
17 person an amount not to exceed one and one-half times the actual  
18 damages.

19 Sec. 34.03.250. WRONGFUL FAILURE TO SUPPLY HEAT, WATER, HOT WATER  
20 OR ESSENTIAL SERVICES. (a) If contrary to the rental agreement of sec.  
21 160 of this chapter the landlord deliberately or negligently fails to  
22 supply running water, hot water, heat, sanitary facilities or other  
23 essential services, the tenant may give written notice to the landlord  
24 specifying the breach and may immediately

25 (1) procure reasonable amounts of hot water, running water,  
26 heat, sanitary facilities and essential services during the period of  
27 the landlord's noncompliance and deduct their actual and reasonable  
28 cost from the rent; or

29 (2) recover damages based on the diminution in the fair

1 rental value of the dwelling unit; or

2 (3) procure reasonable substitute housing during the  
3 period of the landlord's noncompliance, in which case the tenant  
4 is excused from paying rent for the period of the landlord's non-  
5 compliance.

6 (b) If the tenant proceeds under this section, he may not  
7 proceed under sec. 220 or sec. 240 of this chapter as to that  
8 breach.

9 (c) Rights do not arise under this section until the tenant  
10 has given notice to the landlord. Rights do not arise under this  
11 section if the condition was caused by the deliberate or negligent  
12 act or omission of the tenant, a member of his family, or other  
13 person on the premises with his consent.

14 Sec. 34.03.260. LANDLORD'S NONCOMPLIANCE AS DEFENSE TO ACTION FOR  
15 POSSESSION OR RENT. (a) In an action for possession based upon non-  
16 payment of the rent or in an action for rent where the tenant is in  
17 possession, the tenant may counterclaim for any amount which he may  
18 recover under the rental agreement or this chapter. In the event of  
19 a counterclaim the court shall determine whether the defense is  
20 supported by the evidence and if so, may order that

21 (1) the periodic rent is to be reduced to reflect the  
22 diminution in value of the dwelling unit during the period of non-  
23 compliance;

24 (2) the action be continued for a reasonable time to enable  
25 the landlord to cure the violation;

26 (3) the tenant pay into court all or part of the rent accrued  
27 and thereafter accruing. If the violations have not been cured within  
28 six months, the court shall enter judgment for the defendant and either  
29 refund to the defendant all money deposited or use the money for the

1 purpose of making the dwelling fit for human habitation. If the viola-  
2 tions have been cured, the court shall determine the amount due to each  
3 party. The party to whom a net amount is owed shall be paid first from  
4 the money paid into the court, and the balance by the other party. If  
5 no rent remains due after application of this section, judgment shall  
6 be entered for the tenant in the action for possession;

7 (4) the tenant vacate the dwelling during the making of  
8 necessary repairs, when the repairs cannot be made without vacation of  
9 the premises, the tenant to be reinstated upon completion of the repairs.

10 (b) In an action for rent where the tenant is not in possession,  
11 the tenant may counterclaim as provided in (a) of this section but the  
12 tenant is not required to pay rent into court.

13 Sec. 34.03.270. FIRE OR CASUALTY DAMAGE. (a) If the dwelling  
14 unit or premises are damaged or destroyed by fire or casualty to the  
15 extent that enjoyment of the dwelling unit is substantially impaired,  
16 the tenant shall

17 (1) immediately vacate the premises and notify the landlord  
18 of his intention to terminate the rental agreement, in which case the  
19 rental agreement terminates as of the date of vacating; or

20 (2) if continued occupancy is lawful, vacate the part of the  
21 dwelling unit rendered unusable by the fire or casualty, in which case  
22 the tenant's liability for rent is reduced in proportion to the diminu-  
23 tion in the fair rental value of the dwelling unit.

24 (b) If the rental agreement is terminated the landlord shall  
25 return all prepaid rent and security recoverable under sec. 130 of this  
26 chapter. Accounting for rent in the event of termination or apportion-  
27 ment shall occur as of the date of the casualty.

28 Sec. 34.03.280. TENANT'S REMEDIES FOR LANDLORD'S UNLAWFUL OUSTER,  
29 EXCLUSION, OR DIMINUTION OF SERVICE. If the landlord unlawfully removes

1 or excludes the tenant from the premises or wilfully diminishes  
2 services to the tenant by interrupting or causing the interruption  
3 of electric, gas, water, sanitary or other essential service to the  
4 tenant, the tenant may recover possession or terminate the rental  
5 agreement and, in either case recover an amount not to exceed one  
6 and one-half times the actual damages. If the rental agreement  
7 is terminated the landlord shall return all prepaid rent and  
8 security.

9 ARTICLE 5. LANDLORD REMEDIES.

10 Sec. 34.03.290. NONCOMPLIANCE WITH RENTAL AGREEMENT: FAILURE TO  
11 PAY RENT. (a) Except as provided in this chapter, if there is a  
12 material noncompliance by the tenant with the rental agreement or non-  
13 compliance with sec. 180 of this chapter materially affecting health and  
14 safety, the landlord may deliver a written notice to the tenant speci-  
15 fying the acts and omissions constituting the breach and specifying that  
16 the rental agreement will terminate upon a date not less than 20 days  
17 after receipt of the notice, if the breach is not remedied in 10 days,  
18 and the rental agreement shall terminate as provided in the notice  
19 subject to the provisions of this section. If the breach is remediable  
20 by repairs or the payment of damages or otherwise and the tenant ade-  
21 quately remedies the breach prior to the date specified in the notice  
22 the rental agreement will not terminate. In the absence of due care  
23 by the tenant, if substantially the same act or omission which con-  
24 stituted a prior noncompliance of which notice was given recurs within  
25 six months, the landlord may terminate the rental agreement upon at  
26 least 10 days written notice specifying the breach and the date of  
27 termination of the rental agreement.

28 (b) If rent is unpaid when due and the tenant fails to pay rent  
29 within 14 days after written notice by the landlord of nonpayment and

1 his intention to terminate the rental agreement if the rent is not  
2 paid within that period of time, the landlord may terminate the  
3 rental agreement.

4 (c) Except as provided in this chapter, the landlord may  
5 recover one and one-half times his actual damages and obtain in-  
6 junctive relief for any noncompliance by the tenant with the rental  
7 agreement or sec. 180 of this chapter.

8 Sec. 34.03.310. REMEDIES FOR ABSENCE, NONUSE AND ABANDONMENT.

9 (a) When the rental agreement requires the tenant to give notice  
10 to the landlord of an anticipated extended absence in excess of  
11 five days as required in sec. 210 of this chapter and the tenant wil-  
12 fully fails to do so, the landlord may recover an amount not to  
13 exceed one and one-half times the actual damages.

14 (b) During any absence of the tenant in excess of five days,  
15 the landlord may enter the dwelling unit at times reasonably necessary  
16 as provided in sec. 200 of this chapter.

17 (c) If the tenant abandons the dwelling unit, the landlord  
18 shall make reasonable efforts to rent it at a fair rental. If the  
19 landlord rents the dwelling unit for a term beginning before the expira-  
20 tion of the rental agreement, the agreement is considered terminated  
21 on the date the new tenancy begins. The rental agreement is  
22 considered terminated by the landlord on the date the landlord has  
23 notice of the abandonment if the landlord fails to use reasonable  
24 efforts to rent the dwelling unit at a fair rental or if the land-  
25 lord accepts the abandonment as a surrender. If the tenancy is from  
26 month to month, or week to week, the term of the rental agreement  
27 for purposes of this section shall be considered a month or a week,  
28 as the case may be.

29 Sec. 34.03.320. WAIVER OF LANDLORD'S RIGHT TO TERMINATE.

1 Acceptance of rent with knowledge of a default by the tenant or accept-  
2 ance of performance by the tenant that varies from the terms of the  
3 rental agreement or rules or regulations subsequently adopted by the  
4 landlord constitutes a waiver of the right of the landlord to terminate  
5 the rental agreement for that breach, unless otherwise agreed after the  
6 breach has occurred.

7 Sec. 34.03.330. LANDLORD LIENS; DISTRAINT FOR RENT ABOLISHED.

8 (a) A lien or security interest on behalf of the landlord in the  
9 tenant's household goods is not enforceable unless perfected before the  
10 effective date of this chapter.

11 (b) Distraint for rent is abolished.

12 Sec. 34.03.335. DISPOSITION OF ABANDONED PROPERTY. (a) Except  
13 as otherwise agreed, if, upon termination of a tenancy including, but  
14 not limited to, a termination after expiration of a lease or by surrender  
15 or abandonment of the premises, a tenant has left personal property  
16 upon the premises, and the landlord reasonably believes that the tenant  
17 has abandoned this personal property, the landlord may:

18 (1) notify the tenant of his demand that the property be  
19 removed within the dates set forth in the notice (but not less than 15  
20 days after delivery or mailing of the notice), and that if the property  
21 is not removed within the time specified, the property may be sold.  
22 If the property is not removed within the time specified in the notice,  
23 the landlord may sell the property at a public sale;

24 (2) if the tenant has left personal property which is reason-  
25 ably determined by the landlord to be valueless or of such little value  
26 that the cost of storing and conducting a public sale would probably  
27 exceed the amount that would be realized from the sale, the landlord  
28 may notify the tenant that the property be removed within the date  
29 specified in the notice (but not less than 15 days after delivery or

1 mailing of such notice), and that if the property is not removed within  
2 the time specified, that the landlord intends to destroy or otherwise  
3 dispose of the property. If the property is not removed within the time  
4 specified in the notice, the landlord may destroy or otherwise dispose  
5 of the property. In his notice, the landlord shall indicate his  
6 election to sell certain items of the tenant's personal property at  
7 public sale and to destroy or otherwise dispose of the remainder.

8 (b) After notice as provided in (a) of this section the landlord  
9 shall store all personal property of the tenant in a place of safe-  
10 keeping and shall exercise reasonable care of the property, but shall  
11 not be responsible to the tenant for any loss not caused by the land-  
12 lord's deliberate or negligent act. The landlord may elect to store  
13 the property on the premises previously demised, in which event the  
14 storage cost may not exceed the fair rental value of the premises. If  
15 the tenant's property is removed to a commercial storage company, the  
16 storage cost shall include the actual charge for the storage and removal  
17 from the premises to the place of storage.

18 (c) After landlord's notice under (a) of this section, or other-  
19 wise, if the tenant makes timely response in writing of his intention to  
20 remove the personal property from the premises and does not do so within  
21 the time specified in the landlord's notice or within 15 days of the  
22 delivery or mailing of the tenant's written response (whichever is  
23 later), it shall be conclusively presumed that he has abandoned the  
24 property. If the tenant removes the property after notice, the land-  
25 lord is entitled to the cost of storage for the period the property has  
26 remained in his safekeeping.

27 (d) The landlord shall not be held to respond in damages in an  
28 action by a tenant claiming loss by reason of the landlord's election,  
29 destruction, or disposition of property, or sale. If, however, the

1 landlord deliberately or negligently violates the provisions of this  
2 section, he shall be liable for actual damages and penal damages of  
3 an amount not to exceed actual damages.

4 (e) Any public sale, authorized under the provisions of this  
5 section, shall be conducted under the provisions of AS 09.35.140. The  
6 landlord may dispose of any property upon which no bid is made at the  
7 public sale.

8 Sec. 34.03.340. REMEDY AFTER TERMINATION. If the rental  
9 agreement is terminated, the landlord may have a claim for possession  
10 and for rent and a separate claim for actual damages for breach  
11 of the rental agreement.

12 Sec. 34.03.350. RECOVERY OF POSSESSION LIMITED. A landlord may  
13 not recover or take possession of the dwelling unit by action or other-  
14 wise, including wilful diminution of services to the tenant by inter-  
15 rupting or causing the interruption of electricity, gas, water, sanitary  
16 or other essential services to the tenant, except in case of abandon-  
17 ment, surrender, or as permitted in this chapter.

18 ARTICLE 6. PERIODIC TENANCY: HOLDOVER: ABUSE OF ACCESS.

19 Sec. 34.03.360. PERIODIC TENANCY: HOLDOVER REMEDIES. (a) The  
20 landlord or the tenant may terminate a week to week tenancy by a written  
21 notice given to the other at least 14 days prior to the termination date  
22 specified in the notice.

23 (b) The landlord or the tenant may terminate a month to month  
24 tenancy by a written notice given to the other at least 30 days prior  
25 to the rental date specified in the notice.

26 (c) If the tenant remains in possession without the landlord's  
27 consent after expiration of the term of the rental agreement or after  
28 its termination, the landlord may bring an action for possession and if  
29 the tenant's holdover is wilful and not in good faith the landlord, in

1 addition, may recover an amount not to exceed one and one-half times  
2 the actual damages. If the landlord consents to the tenant's continued  
3 occupancy, sec. 90(d) of this chapter applies.

4 Sec. 34.03.370. LANDLORD AND TENANT REMEDIES FOR ABUSE OF ACCESS.

5 (a) If the tenant refuses to allow lawful access, the landlord may  
6 obtain injunctive relief to compel access, or terminate the rental  
7 agreement. In either case, the landlord may recover an amount not to  
8 exceed the actual damages or one month's periodic rent, whichever is  
9 greater. In the event the landlord terminates, he shall give written  
10 notice to the tenant at least 10 days prior to the date specified in  
11 the notice.

12 (b) If the landlord makes an unlawful entry or a lawful entry in  
13 an unreasonable manner or makes repeated demands for entry otherwise  
14 lawful but which have the effect of unreasonably harassing the tenant,  
15 the tenant may obtain injunctive relief to prevent the recurrence of  
16 the conduct, or terminate the rental agreement. In either case, the  
17 tenant may recover an amount not to exceed the actual damages or one  
18 month's periodic rent, whichever is greater, court costs and reasonable  
19 attorney fees. In the event the tenant terminates, he shall give  
20 written notice to the landlord at least 10 days prior to the date  
21 specified in the notice.

22 ARTICLE 7. RETALIATORY ACTION.

23 Sec. 34.03.380. RETALIATORY CONDUCT PROHIBITED. (a) Except as  
24 provided in (c) and (d) of this section, a landlord may not retaliate  
25 by increasing rent or decreasing services or by bringing or threatening  
26 to bring an action for possession after

27 (1) the tenant has complained to the landlord of a violation  
28 of sec. 130 of this chapter; or

29 (2) the tenant has organized or become a member of a tenant's

1 union or similar organization; or

2 (3) the tenant has complained to a governmental agency  
3 responsible for enforcement of governmental housing, wage, price or  
4 rent controls.

5 (b) If the landlord acts in violation of (a) of this section the  
6 tenant is entitled to the remedies provided in sec. 280 of this chapter  
7 and has a defense in an action against him for possession. In an action  
8 by or against the tenant, evidence of a complaint or membership within  
9 one year prior to the alleged act of retaliation creates a presumption  
10 that the landlord's conduct was in retaliation. The presumption does  
11 not arise if the tenant made a complaint after notice of a proposed  
12 rent increase or after diminution of services. "Presumption" means that  
13 the trier of fact must find the fact presumed unless evidence is intro-  
14 duced which supports a finding of the nonexistence of the fact.

15 (c) Notwithstanding (a) and (b) of this section, a landlord may  
16 bring an action for possession if

17 (1) the tenant is in default in rent;

18 (2) compliance with the applicable building or housing code  
19 requires alteration, remodeling, or demolition which would effectively  
20 deprive the tenant of use of the dwelling unit;

21 (3) the tenant is committing waste, or a nuisance, or is  
22 using the dwelling unit for an illegal purpose or for other than living  
23 or dwelling purposes in violation of his rental agreement;

24 (4) the landlord seeks in good faith to recover possession  
25 of the dwelling unit for immediate use as his own abode for a period of  
26 at least six months;

27 (5) the landlord seeks in good faith to recover possession  
28 of the dwelling unit for the purpose of substantially altering,  
29 remodeling, or demolishing the premises;

1 (6) the landlord seeks in good faith to recover possession of  
2 the dwelling unit for the purpose of immediately terminating for at  
3 least six months use of the dwelling unit as a dwelling unit; or

4 (7) the landlord has in good faith contracted to sell the  
5 property, and the contract of sale contains a representation by the  
6 purchaser corresponding to (4), (5) or (6) of this subsection.

7 (d) Notwithstanding (a) of this section the landlord may increase  
8 the rent if:

9 (1) the landlord has become liable for a substantial increase  
10 in property taxes, or a substantial increase in other maintenance or  
11 operating costs not associated with his complying with the complaint or  
12 request, not less than four months prior to the demand for an increase  
13 in rent; and the increase in rent bears a reasonable relationship to the  
14 net increase in taxes or costs;

15 (2) the landlord has completed a capital improvement of the  
16 dwelling unit or the property of which it is a part and the increase in  
17 rent does not exceed the amount which may be claimed for federal income  
18 tax purposes as a straight-line depreciation of the improvement, pro-  
19 rated among the dwelling units benefited by the improvement;

20 (3) the landlord can establish, by competent evidence, that  
21 the rent now demanded of the tenant does not exceed the rent charged  
22 other tenants of similar dwelling units in his building or, in the case  
23 of a single-family residence or where there is no similar dwelling unit  
24 in the building, does not exceed the market rental value of the dwelling  
25 unit.

26 (e) Maintenance of the action under (c) of this section does not  
27 release the landlord from liability under sec. 220(b) of this chapter.

28 ARTICLE 8. GENERAL PROVISIONS.

29 Sec. 34.03.390. OBLIGATION OF GOOD FAITH. Every duty under this

1 chapter and every act which must be performed as a condition precedent  
2 to the exercise of a right or remedy under this chapter imposes an  
3 obligation of good faith in its performance or enforcement. The  
4 aggrieved party has a duty to mitigate damages.

5 Sec. 34.03.420. APPLICATION AND EXCLUSIONS. (a) This chapter  
6 applies to and determines rights, obligations and remedies under a  
7 rental agreement, wherever made, for a dwelling unit in this state.

8 (b) Unless created to avoid the application of this chapter, the  
9 following arrangements are not governed by this chapter

10 (1) residence at an institution, public or private, if  
11 incidental to detention or the provision of medical, geriatric, educa-  
12 tional, counseling, religious, or similar services;

13 (2) occupancy under a contract of sale of a dwelling unit or  
14 the property of which it is a part, if the occupant is the purchaser or  
15 a person who succeeds to his interest;

16 (3) occupancy by a member of a fraternal or social organiza-  
17 tion in the portion of a structure operated for the benefit of the  
18 organization;

19 (4) transient occupancy in a hotel, or motel, lodgings or  
20 other transient facility;

21 (5) occupancy by an employee of a landlord whose right to  
22 occupancy is conditioned upon employment primarily for services, main-  
23 tenance, or repair to the premises;

24 (6) occupancy by an owner of a condominium unit or a holder  
25 of a proprietary lease in a cooperative;

26 (7) occupancy under a rental agreement covering premises used  
27 by the occupant primarily for agricultural purposes.

28 Sec. 34.03.430. SERVICE OF PROCESS. If a landlord is not a resi-  
29 dent of this state or is a corporation not authorized to do business in

1 this state and engages in any conduct in this state governed by this  
2 chapter, or engages in a transaction subject to this chapter, he may  
3 designate an agent upon whom service of process may be made in this  
4 state. The agent shall be a resident of this state or a corporation  
5 authorized to do business in this state. The designation shall be in  
6 writing and filed with the commissioner of commerce. If no designation  
7 is made and filed or if process cannot be served in this state upon the  
8 designated agent, process may be served upon the commissioner of  
9 commerce, but service upon him is not effective unless the plaintiff or  
10 petitioner forthwith mails a copy of the process and pleadings by certi-  
11 fied or registered mail to the defendant or respondent at his last  
12 ascertainable address. An affidavit of compliance with this section  
13 shall be filed with the clerk of the court on or before the return day  
14 for the process, if any, or within any further time allowed by the court.

15 Sec. 34.03.435. ATTORNEY FEES. Attorney fees shall be allowed in  
16 any proceeding arising out of this chapter or a rental agreement only  
17 in accordance with Rule 82 of the Rules of Civil Procedure.

18 Sec. 34.03.440. DEFINITIONS. In this chapter

19 (1) "building and housing codes" include any law, ordinance,  
20 or governmental regulation concerning fitness for habitation, or the  
21 construction, maintenance, operation, occupancy, use, or appearance of  
22 any premises or dwelling unit;

23 (2) "dwelling unit" means a structure or a part of a  
24 structure that is used as a home, residence, or sleeping place by one  
25 person who maintains a household or by two or more persons who maintain  
26 a common household, and includes mobile homes, and in the case of mobile  
27 home parks, the lot or space upon which a mobile home is placed;

28 (3) "good faith" means honesty in fact in the conduct of  
29 the transaction concerned;

1 (4) "landlord" means the owner, lessor, or sublessor of the  
2 dwelling unit or the building of which it is a part, and it also means  
3 a manager of the premises who fails to disclose as required by sec. 140  
4 of this chapter;

5 (5) "organization" includes a corporation, government,  
6 governmental subdivision or agency, business trust, estate, trust,  
7 partnership or association, two or more persons having a joint or common  
8 interest, and any other legal entity;

9 (6) "owner" means one or more persons, jointly or severally,  
10 in whom is vested all or part of the legal title to property or all or  
11 part of the beneficial ownership of property and a right to present use  
12 of the premises; and the term includes a mortgagee in possession;

13 (7) "person" includes an individual or organization;

14 (8) "premises" means a dwelling unit and the structure of  
15 which it is a part and facilities and appurtenances therein and grounds,  
16 areas and facilities held out for the use of tenants generally or whose  
17 use is promised to the tenant;

18 (9) "rent" means the uniform periodic payment due the land-  
19 lord, however denominated;

20 (10) "rental agreement" means all agreements, written or  
21 oral, and valid rules and regulations adopted under sec. 190 of this  
22 chapter embodying the terms and conditions concerning the use and  
23 occupancy of a dwelling unit and premises;

24 (11) "roomer" means a person occupying a dwelling unit that  
25 lacks a major bathroom or kitchen facility, in a structure where one or  
26 more major facilities are used in common by occupants of the dwelling  
27 unit and other dwelling units. Major facility in the case of a bathroom  
28 means toilet and either a bath or shower, and in the case of a kitchen  
29 means a refrigerator, stove or sink;

1 (12) "sanitary facility" means a flush toilet and proper  
2 drainage for all toilets, sinks, basins, bathtubs and showers;

3 (13) "single family residence" means a structure maintained  
4 and used as a single dwelling unit. Notwithstanding that a dwelling  
5 unit shares one or more walls with another dwelling unit, it is a single  
6 family residence if it has direct access to a street or thoroughfare  
7 and shares neither heating facilities, hot water equipment, nor any  
8 other essential facility or service with any other dwelling unit;

9 (14) "tenant" means a person entitled under a rental agree-  
10 ment to occupy a dwelling unit to the exclusion of others;

11 (15) "undeveloped rural area" means any area where public  
12 sewer or water services are not available.

13 Sec. 34.03.450. SHORT TITLE. This chapter shall be known and may  
14 be cited as the "Uniform Residential Landlord and Tenant Act".

15 \* Sec. 3. AS 09.45 is amended by adding a new section to read:

16 Sec. 09.45.496. ACTIONS AGAINST RESIDENTIAL AND AGRICULTURAL  
17 TENANTS. (a) In an action for possession under the Uniform Residential  
18 Landlord and Tenant Act (AS 34.03), the summons and complaint shall be  
19 served not less than five nor more than seven days before the date of  
20 trial. No continuance shall be granted plaintiff or defendant except  
21 for good cause shown.

22 (b) A tenant whose lease or occupancy is for agricultural purposes  
23 and who breaches the rental agreement, or continues in possession of the  
24 premises at the expiration of the time limited in or contrary to a  
25 condition or covenant in the lease or agreement under which he holds,  
26 shall be provided with a written notice specifying the breach and  
27 demanding he quit the premises at least 30 days before commencement of  
28 an action for the recovery of the property. The tenant shall have free  
29 access to the premises to cultivate and harvest crops or produce planted

1 by him before the service of the notice of the breach and demand to  
2 quit the premises.

3 \* Sec. 4. The following laws are repealed: AS 09.45.060 - 09.45.160;  
4 AS 09.45.690; AS 34.05.010 - 34.05.020.

5 \* Sec. 5. AS 11.20 is amended by adding a new section to read:

6 Sec. 11.20.575. MALICIOUS DESTRUCTION OF PROPERTY BY A TENANT.

7 A tenant who maliciously or wantonly breaks the glass in or defaces a  
8 building in which he is a tenant, or wilfully destroys or injures  
9 personal property belonging to the landlord, upon conviction, is guilty  
10 of a misdemeanor, and is punishable by imprisonment for not more than  
11 one year, or by a fine of not more than \$500, or both.

12 \* Sec. 6. This Act takes effect on the day after its passage and approval  
13 or on the day it becomes law without approval.