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Offered: 3/6/74  
Referred: Rules

1 IN THE HOUSE

BY THE JUDICIARY COMMITTEE

2 SENATE CS FOR CS FOR HOUSE BILL NO. 226

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 EIGHTH LEGISLATURE - SECOND 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. AS 34 is amended by adding a new chapter to read:

12 CHAPTER 03. UNIFORM RESIDENTIAL

13 LANDLORD AND TENANT ACT.

14 Sec. 34.03.010. PURPOSES; RULES OF CONSTRUCTION. (a) This Act  
15 shall be liberally construed and applied to promote its underlying  
16 purposes and policies.

17 (b) The underlying purposes and policies of this Act are to

18 (1) simplify, clarify, modernize and revise the law governing  
19 the rental of dwelling units and the rights and obligations of landlord  
20 and tenant;

21 (2) encourage landlord and tenant to maintain and improve the  
22 quality of housing; and

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

24 ARTICLE 1. RENTAL AGREEMENTS.

25 Sec. 34.03.020. TERMS AND CONDITIONS OF RENTAL AGREEMENT. (a)

26 The landlord and tenant may include in a rental agreement, clauses and  
27 conditions not prohibited by this chapter or by law, including rent,  
28 terms of agreement, and other provisions governing the rights and obli-  
29 gations of the parties.

1 (b) In the absence of agreement, the tenant shall pay as rent the  
2 fair 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. Unless otherwise agreed, rent is payable  
6 at the beginning of any term of one month or less and otherwise in equal  
7 monthly installments. Unless otherwise agreed, rent shall be uniformly  
8 apportionable from day to day and shall be paid on the date the periodic  
9 tenancy begins and payable on or before the same date of each and every  
10 month thereafter until the tenancy terminates.

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

14 Sec. 34.03.030. EFFECT OF UNSIGNED OR UNDELIVERED RENTAL AGREEMENT.

15 (a) If the landlord does not sign and deliver a written rental agree-  
16 ment signed and delivered to him by the tenant, acceptance of rent  
17 without reservation by the landlord gives the rental agreement the same  
18 effect as if it has been signed and delivered by the landlord.

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

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

27 Sec. 34.03.040. PROHIBITED PROVISIONS IN RENTAL AGREEMENTS. (a)  
28 No rental agreement may provide that the tenant or landlord

29 (1) agrees to waive or to forego rights or remedies under

1 this chapter;

2 (2) authorizes a person to confess judgment on a claim arising  
3 out of the rental agreement;

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

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

8 (b) A provision prohibited by (a) of this section included in a  
9 rental agreement is unenforceable. If a landlord or tenant willfully  
10 uses a rental agreement containing provisions known by him to be pro-  
11 hibited, the other party may recover the amount of his actual damages.

12 Sec. 34.03.050. SEPARATION OF RENTS AND OBLIGATIONS TO MAINTAIN  
13 PROPERTY FORBIDDEN. A rental agreement, assignment, conveyance, trust  
14 deed, or security instrument may not permit the receipt of rent free of  
15 the obligation to comply with sec. 100(a) of this chapter.

16 Sec. 34.03.060. SUBLEASE AND ASSIGNMENT. (a) Unless otherwise  
17 agreed in writing, the tenant may not sublet his premises or assign the  
18 rental agreement to another without the landlord's consent.

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

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

29 (1) name, age and present address;

1 (2) marital status;

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

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

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

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

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

15 (1) insufficient credit standing or financial responsibility;

16 (2) number of persons in the household;

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

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

20 (5) proposed maintenance of pets;

21 (6) proposed commercial activity; or

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

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

1 the termination date specified in the notice.

2 (f) If the landlord does not deliver a written rejection signed by  
3 him to the tenant within 14 days after a written offer has been delivered  
4 to him by the tenant, the landlord's consent to the sublease or assign-  
5 ment shall be conclusively presumed.

6 ARTICLE 2. LANDLORD OBLIGATIONS.

7 Sec. 34.03.070. SECURITY DEPOSITS: PREPAID RENT. (a) A landlord  
8 may not demand or receive prepaid rent or a security deposit, however  
9 denominated, in an amount or value in excess of two months' periodic  
10 rent.

11 (b) Upon termination of the tenancy, property or money held by the  
12 landlord as prepaid rent or as a security deposit may be applied to the  
13 payment of accrued rent and the amount of damages which the landlord  
14 has suffered by reason of the tenant's noncompliance with sec. 120 of  
15 this chapter. The accrued rent and damages must be itemized by the  
16 landlord in a written notice delivered to the tenant together with the  
17 amount due no later than 14 days after termination of the tenancy and  
18 delivery of possession by the tenant. "Damages" do not include wear  
19 resulting from ordinary use of the premises.

20 (c) All money paid to the landlord by the tenant as prepaid rent  
21 or as a security deposit in a lease or rental agreement shall be promptly  
22 deposited by the landlord, wherever practicable, in a trust account in  
23 a bank, savings and loan association, or licensed escrow agent, and the  
24 landlord shall provide to the tenant the terms and conditions under  
25 which the prepaid rent or security deposit or portions of them may be  
26 withheld by the landlord; nothing in this chapter prohibits the landlord  
27 from commingling prepaid rents and security deposits in a single finan-  
28 cial account.

29 (d) If the landlord willfully fails to comply with (b) of this

1 section, the tenant may recover an amount not to exceed twice the actual  
2 amount withheld.

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

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

7 Sec. 34.03.080. DISCLOSURE. (a) The landlord or person author-  
8 ized to enter into a rental agreement on his behalf shall disclose to  
9 the tenant in writing at or before the commencement of the tenancy the  
10 name and address of

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

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

15 (b) The information required to be furnished by this section shall  
16 be kept current and this section extends to and is enforceable against  
17 any successor landlord, owner or manager.

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

20 (1) service of process and receiving and receipting for  
21 notices and demands; and

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

25 Sec. 34.03.090. LANDLORD TO SUPPLY POSSESSION OF THE DWELLING UNIT.

26 At the commencement of the term the landlord shall deliver possession  
27 of the premises to the tenant in compliance with the rental agreement  
28 and sec. 100 of this chapter. The landlord may bring an action for  
29 possession against any person wrongfully in possession and may recover

1 the damages provided in sec. 290 of this chapter.

2 Sec. 34.03.100. LANDLORD TO MAINTAIN FIT PREMISES. (a) The land-  
3 lord shall

4 (1) make all repairs and do whatever is necessary to put and  
5 keep the premises in a fit and habitable condition;

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

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

12 (4) provide and maintain appropriate receptacles and con-  
13 veniences for the removal of ashes, garbage, rubbish, and other waste  
14 incidental to the occupancy of the dwelling unit and arrange for their  
15 removal;

16 (5) supply running water and reasonable amounts of hot water  
17 and heat at all times, insofar as energy conditions permit, except where  
18 the building that includes the dwelling unit is so constructed that heat  
19 or hot water is generated by an installation within the exclusive control  
20 of the tenant and supplied by a direct public utility connection; and

21 (6) if requested by the tenant, provide and maintain locks  
22 and furnish keys reasonably adequate to insure safety to the tenant's  
23 person and property.

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

1 (c) The landlord and tenant of a one- or two-family residence may  
2 agree in writing that the tenant perform the landlord's duties specified  
3 in (a)(4), (5) and (6) of this section. They may also agree in writing  
4 that the tenant perform specified repairs, maintenance tasks, alterations  
5 and remodeling. Agreements are allowed under this subsection only if  
6 the transaction is entered into in good faith and not for the purpose of  
7 evading the obligations of the landlord.

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

11 (1) the agreement of the parties is entered into in good faith  
12 and not for the purpose of evading the obligations of the landlord and  
13 is set out in a separate writing signed by the parties and supported by  
14 adequate consideration; and

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

17 (e) The landlord may not treat performance of a separate agreement  
18 described in (d) of this section as a condition to an obligation or  
19 performance of a rental agreement.

20 Sec. 34.03.110. LIMITATION OF LIABILITY. (a) Unless otherwise  
21 agreed, a landlord who conveys premises that include a dwelling unit  
22 subject to a rental agreement in a good faith sale to a bona fide  
23 purchaser is relieved of liability under the rental agreement and this  
24 chapter as to events occurring subsequent to written notice to the  
25 tenant of the conveyance. However, the landlord remains liable to the  
26 tenant for the property and money to which the tenant is entitled under  
27 sec. 70 of this chapter, unless the property and money are specifically  
28 assigned to and accepted by the purchaser.

29 (b) Unless otherwise agreed, a manager of premises that include a

1 dwelling unit is relieved of liability under the rental agreement and  
2 this chapter as to events occurring after written notice to the tenant  
3 of the termination of his management.

4 ARTICLE 3. TENANT OBLIGATIONS.

5 Sec. 34.03.120. TENANT TO MAINTAIN DWELLING UNIT. The tenant  
6 shall

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

9 (2) dispose from his dwelling unit all ashes, rubbish,  
10 garbage, and other waste in a clean and safe manner;

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

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

16 (5) not deliberately or negligently destroy, deface, damage,  
17 impair or remove a part of the premises or knowingly permit any person  
18 to do so; and

19 (6) conduct himself and require other persons on the premises  
20 with his consent to conduct themselves in a manner that will not un-  
21 reasonably disturb his neighbor's peaceful enjoyment of the premises.

22 Sec. 34.03.130. RULES AND REGULATIONS. (a) A landlord may  
23 adopt rules and regulations, which shall be posted prominently on the  
24 premises, concerning the tenant's use and occupancy of the premises.  
25 A rule or regulation is enforceable against the tenant only if

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

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

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

5 (4) it is sufficiently explicit in its prohibition, direction,  
6 or limitation of the tenant's conduct to fairly inform him of what he  
7 must or must not do to comply;

8 (5) it is not for the purpose of evading the obligations of  
9 the landlord; and

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

12 (b) A rule or regulation adopted after the tenant enters into the  
13 rental agreement is enforceable against the tenant if reasonable notice  
14 of its adoption is given to the tenant and it does not work a substan-  
15 tial modification of his rental agreement.

16 Sec. 34.03.140. ACCESS. (a) The tenant may not unreasonably with-  
17 hold consent to the landlord to enter into the dwelling unit in order  
18 to inspect the premises, make necessary or agreed repairs, decorations,  
19 alterations, or improvements, supply necessary or agreed services, or  
20 exhibit the dwelling unit to prospective or actual purchasers, mortgagees,  
21 tenants, workmen or contractors.

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

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

29 (d) The landlord has no other right to access except by court

1 order, and as permitted by sec. 230(b) of this chapter, or if the tenant  
2 has abandoned or surrendered the premises.

3 Sec. 34.03.150. TENANT TO USE AND OCCUPY. Unless otherwise agreed,  
4 the tenant shall occupy his dwelling unit only as a dwelling unit. The  
5 rental agreement shall require that the tenant notify the landlord of  
6 an anticipated extended absence from the premises in excess of seven  
7 days; however, the notice shall be given as soon as reasonably possible  
8 after the tenant knows his absence will exceed seven days.

9 ARTICLE 4. TENANT REMEDIES.

10 Sec. 34.03.160. NONCOMPLIANCE BY THE LANDLORD: GENERAL. (a)  
11 Except as provided in this chapter, if there is a material noncompliance  
12 by the landlord with the rental agreement or a noncompliance with  
13 sec. 100 of this chapter materially affecting health and safety, the  
14 tenant may deliver a written notice to the landlord specifying the acts  
15 and omissions constituting the breach and specifying that the rental  
16 agreement will terminate upon a date not less than 20 days after receipt  
17 of the notice if the breach is not remedied in 10 days, and the rental  
18 agreement shall terminate as provided in the notice subject to the pro-  
19 visions of this section. If the breach is remediable by repairs or the  
20 payment of damages or otherwise, and the landlord remedies the breach  
21 before the date specified in the notice, the rental agreement will not  
22 terminate. In the absence of due care by the landlord, if substantially  
23 the same act or omission which constituted a prior noncompliance of which  
24 notice was given recurs within six months, the tenant may terminate the  
25 rental agreement upon at least 10 days written notice specifying the  
26 breach and the date of termination of the rental agreement. The tenant  
27 may not terminate for a condition caused by the deliberate or negligent  
28 act or omission of the tenant, a member of his family or other person  
29 on the premises with his consent.

1 (b) Except as provided in this chapter, the tenant may recover  
2 damages and obtain injunctive relief for any noncompliance by the land-  
3 lord with the rental agreement or secs. 100, 210, or 280 of this chapter

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

6 (d) If the rental agreement is terminated, the landlord shall  
7 return all prepaid rent or security deposits recoverable by the tenant  
8 under sec. 70 of this chapter.

9 Sec. 34.03.170. FAILURE TO DELIVER POSSESSION. (a) If the land-  
10 lord fails to deliver possession of the dwelling unit to the tenant as  
11 provided in sec. 90 of this chapter, rent abates until possession is  
12 delivered and the tenant may

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

16 (2) demand performance of the rental agreement by the landlord  
17 and if the tenant elects, maintain an action for possession of the  
18 dwelling unit against the landlord and any person wrongfully in posses-  
19 sion and recover the damages sustained by him.

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

23 Sec. 34.03.180. WRONGFUL FAILURE TO SUPPLY HEAT, WATER, HOT WATER  
24 OR ESSENTIAL SERVICES. (a) If, contrary to the rental agreement of  
25 sec. 100 of this chapter, the landlord deliberately or negligently fails  
26 to supply running water, hot water, heat, sanitary facilities or other  
27 essential services, the tenant may give written notice to the landlord  
28 specifying the breach and may immediately

29 (1) procure reasonable amounts of hot water, running water,

1 heat, sanitary facilities and essential services during the period of  
2 the landlord's noncompliance and deduct their actual and reasonable cost  
3 from the rent;

4 (2) recover damages based on the diminution in the fair rental  
5 value of the dwelling unit; or

6 (3) procure reasonable substitute housing during the period  
7 of the landlord's noncompliance, in which case the tenant is excused  
8 from paying rent for the period of the landlord's noncompliance and,  
9 in addition, may recover the amount by which the actual and reasonable  
10 cost exceeds rent.

11 (b) If the tenant proceeds under this section, he may not proceed  
12 under sec. 160 of this chapter as to that breach.

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

18 Sec. 34.03.190. LANDLORD'S NONCOMPLIANCE AS DEFENSE TO ACTION FOR  
19 POSSESSION OR RENT. (a) In an action for possession based upon non-  
20 payment of the rent or in an action for rent when the tenant is in  
21 possession, the tenant may counterclaim for any amount which he may  
22 recover under the rental agreement or this chapter. If a counterclaim  
23 is made, the court shall determine whether the defense is supported by  
24 the evidence and, if so, may order that

25 (1) the periodic rent is to be reduced to reflect the  
26 diminution in value of the dwelling unit during the period of non-  
27 compliance;

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

1 (3) the tenant pay into court all or part of the rent  
2 accrued and thereafter accruing; if the violations have not been cured  
3 within six months, the court shall enter judgment for the defendant and  
4 either refund to the defendant all money deposited or use the money for  
5 the purpose of making the dwelling fit for human habitation; if the  
6 violations have been cured, the court shall determine the amount due to  
7 each party; the party to whom a net amount is owed shall be paid first  
8 from the money paid into the court, and the balance by the other party;  
9 if no rent remains due after application of this section, judgment shall  
10 be entered for the tenant in the action for possession;

11 (4) the tenant vacate the dwelling during the making of  
12 necessary repairs, when the repairs cannot be made without vacation of  
13 the premises, the tenant to be reinstated upon completion of the  
14 repairs.

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

18 Sec. 34.03.200. FIRE OR CASUALTY DAMAGE. (a) If the dwelling  
19 unit or premises are damaged or destroyed by fire or casualty to the  
20 extent that enjoyment of the dwelling unit is substantially impaired,  
21 the tenant shall

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

25 (2) if continued occupancy is lawful, vacate the part of  
26 the dwelling unit rendered unusable by the fire or casualty, in which  
27 case the tenant's liability for rent is reduced in proportion to the  
28 diminution in the fair rental value of the dwelling unit.

29 (b) If the rental agreement is terminated, the landlord shall

1 return all prepaid rent and security deposits recoverable under sec. 70  
2 of this chapter. Accounting for rent in the event of termination or  
3 apportionment shall occur as of the date of the casualty.

4 Sec. 34.03.210. TENANT'S REMEDIES FOR LANDLORD'S UNLAWFUL OUSTER,  
5 EXCLUSION, OR DIMINUTION OF SERVICE. If the landlord unlawfully removes  
6 or excludes the tenant from the premises or wilfully diminishes  
7 services to the tenant by interrupting or causing the interruption of  
8 electric, gas, water, sanitary or other essential service to the  
9 tenant, the tenant may recover possession or terminate the rental agree-  
10 ment and, in either case, recover an amount not to exceed one and one-  
11 half times the actual damages. If the rental agreement is terminated,  
12 the landlord shall return all prepaid rent and security deposits re-  
13 coverable by the tenant under sec. 70 of this chapter.

14 ARTICLE 5. LANDLORD REMEDIES.

15 Sec. 34.03.220. NONCOMPLIANCE WITH RENTAL AGREEMENT: FAILURE TO  
16 PAY RENT. (a) Except as provided in this chapter, if there is a  
17 material noncompliance by the tenant with the rental agreement or non-  
18 compliance with sec. 120 of this chapter materially affecting health  
19 and safety, the landlord may deliver a written notice to the tenant  
20 specifying the acts and omissions constituting the breach and specifying  
21 that the rental agreement will terminate upon a date not less than 20  
22 days after receipt of the notice. If the breach is not remedied in 10  
23 days, the rental agreement terminates as provided in the notice subject  
24 to the provisions of this section. If the breach is remediable by  
25 repairs or the payment of damages or otherwise and the tenant adequately  
26 remedies the breach before the date specified in the notice, the  
27 rental agreement will not terminate. In the absence of due care by  
28 the tenant, if substantially the same act or omission which constituted  
29 a prior noncompliance of which notice was given recurs within six

1 months, the landlord may terminate the rental agreement upon at least  
2 10 days written notice specifying the breach and the date of termination  
3 of the rental agreement.

4 (b) If rent is unpaid when due and the tenant fails to pay rent  
5 within 10 days after written notice by the landlord of nonpayment and  
6 his intention to terminate the rental agreement if the rent is not  
7 paid within that period of time, the tenancy terminates unless the  
8 landlord agrees to allow the tenant to remain in occupancy, and the  
9 landlord may terminate the rental agreement and immediately recover  
10 possession of the rental unit; only one written notice of default need  
11 be given the tenant by the landlord as to any one default.

12 (c) Except as provided in this chapter, the landlord may recover  
13 his actual damages and obtain injunctive relief for any noncompliance  
14 by the tenant with the rental agreement or sec. 120 of this chapter.

15 Sec. 34.03.230. REMEDIES FOR ABSENCE, NONUSE AND ABANDONMENT.

16 (a) When the rental agreement requires the tenant to give notice to  
17 the landlord of an anticipated extended absence in excess of seven days  
18 as required in sec. 150 of this chapter and the tenant wilfully fails  
19 to do so, the landlord may recover an amount not to exceed one and one-  
20 half times the actual damages.

21 (b) During an absence of the tenant in excess of seven days, the  
22 landlord may enter the dwelling unit at times reasonably necessary as  
23 provided in sec. 140 of this chapter.

24 (c) If the tenant abandons the dwelling unit, the landlord shall  
25 make reasonable efforts to rent it at a fair rental value. If the  
26 landlord rents the dwelling unit for a term beginning before the expira-  
27 tion of the rental agreement, the agreement is considered terminated  
28 on the date the new tenancy begins. The rental agreement is considered  
29 terminated by the landlord on the date the landlord has notice of the

1 abandonment if the landlord fails to use reasonable efforts to rent the  
2 dwelling unit at a fair rental value or if the landlord accepts the  
3 abandonment as a surrender. If the tenancy is from month to month, or  
4 week to week, the term of the rental agreement for purposes of this  
5 section shall be considered a month or a week, as the case may be.

6 Sec. 34.03.240. WAIVER OF LANDLORD'S RIGHT TO TERMINATE. Accep-  
7 tance of rent with knowledge of a default by the tenant or acceptance  
8 of performance by the tenant that varies from the terms of the rental  
9 agreement or rules or regulations subsequently adopted by the landlord  
10 constitutes a waiver of the right of the landlord to terminate the  
11 rental agreement for that breach, unless otherwise agreed after the  
12 breach has occurred.

13 Sec. 34.03.250. LANDLORD LIENS; DISTRAINT FOR RENT ABOLISHED.

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

17 (b) Distraint for rent is abolished.

18 Sec. 34.03.260. DISPOSITION OF ABANDONED PROPERTY. (a) Except  
19 as otherwise agreed, if, upon termination of a tenancy including but  
20 not limited to, a termination after expiration of a lease or by  
21 surrender or abandonment of the premises, a tenant has left personal  
22 property upon the premises, and the landlord reasonably believes that  
23 the tenant has abandoned this personal property, the landlord may

24 (1) notify the tenant of his demand that the property be  
25 removed within the dates set out in the notice (but not less than 15  
26 days after delivery or mailing of the notice), and that if the property  
27 is not removed within the time specified, the property may be sold; if  
28 the property is not removed within the time specified in the notice,  
29 the landlord may sell the property at a public sale; the landlord may

1 dispose of perishable commodities in any manner he considers fit;

2 (2) if the tenant has left personal property which is  
3 reasonably determined by the landlord to be valueless or of such little  
4 value that the cost of storing and conducting a public sale would  
5 probably exceed the amount that would be realized from the sale, the  
6 landlord may notify the tenant that the property be removed within the  
7 date specified in the notice (but not less than 15 days after delivery  
8 or mailing of the notice), and that if the property is not removed with-  
9 in the time specified, the landlord intends to destroy or otherwise  
10 dispose of the property; if the property is not removed within the time  
11 specified in the notice, the landlord may destroy or otherwise dispose  
12 of the property; in his notice, the landlord shall indicate his election  
13 to sell certain items of the tenant's personal property at public sale  
14 and to destroy or otherwise dispose of the remainder.

15 (b) After notice as provided in (a) of this section, the landlord  
16 shall store all personal property of the tenant in a place of safe-  
17 keeping and shall exercise reasonable care of the property, but is not  
18 responsible to the tenant for loss not caused by the landlord's de-  
19 liberate or negligent act. The landlord may elect to store the  
20 property on the premises previously demised, in which event the storage  
21 cost may not exceed the fair rental value of the premises. If the  
22 tenant's property is removed to a commercial storage company, the  
23 storage cost shall include the actual charge for the storage and re-  
24 moval from the premises to the place of storage.

25 (c) After landlord's notice under (a) of this section, or other-  
26 wise, if the tenant makes timely response in writing of his intention  
27 to remove the personal property from the premises and does not do so  
28 within the time specified in the landlord's notice or within 15 days  
29 of the delivery or mailing of the tenant's written response (whichever

1 is later), it shall be conclusively presumed that he has abandoned the  
2 property. If the tenant removes the property after notice, the landlord  
3 is entitled to the cost of storage for the period the property has  
4 remained in his safekeeping.

5 (d) The landlord may not be held to respond in damages in an action  
6 by a tenant claiming loss by reason of the landlord's election, destruc-  
7 tion, or disposition of property, or sale. If, however, the landlord  
8 deliberately or negligently violates the provisions of this section, he  
9 is liable for actual damages and penal damages of an amount not to  
10 exceed actual damages.

11 (e) A public sale authorized under the provisions of this section  
12 shall be conducted under the provisions of AS 09.35.140. The landlord  
13 may dispose of any property upon which no bid is made at the public  
14 sale.

15 Sec. 34.03.270. REMEDY AFTER TERMINATION. If the rental agreement  
16 is terminated, the landlord may have a claim for possession and for  
17 rent and a separate claim for actual damages for breach of the rental  
18 agreement.

19 Sec. 34.03.280. RECOVERY OF POSSESSION LIMITED. A landlord may  
20 not recover or take possession of the dwelling unit by action or other-  
21 wise, including wilful diminution of services to the tenant by  
22 interrupting or causing the interruption of electricity, gas, water,  
23 sanitary or other essential services to the tenant, except in case of  
24 abandonment, surrender, circumstances beyond his control due to energy  
25 conditions, or as permitted in this chapter.

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

27 Sec. 34.03.290. PERIODIC TENANCY: HOLDOVER: HOLDOVER REMEDIES.

28 (a) While rent is current, the landlord or the tenant may terminate a  
29 week to week tenancy by a written notice given to the other at least

1 14 days before the termination date specified in the notice.

2 (b) The landlord or the tenant may terminate a month to month  
3 tenancy by a written notice given to the other at least 30 days before  
4 the rental due date specified in the notice.

5 (c) If the tenant remains in possession without the landlord's  
6 consent after expiration of the term of the rental agreement or after  
7 its termination, the landlord may bring an action for possession and if  
8 the tenant's holdover is wilful and not in good faith the landlord, in  
9 addition, may recover an amount not to exceed one and one-half times  
10 the actual damages. If the landlord consents to the tenant's continued  
11 occupancy, sec. 20 of this chapter applies.

12 Sec. 34.03.300. LANDLORD AND TENANT REMEDIES FOR ABUSE OF ACCESS.

13 (a) If the tenant refuses to allow lawful access, the landlord may  
14 obtain injunctive relief to compel access, or terminate the rental  
15 agreement. In either case, the landlord may recover an amount not to  
16 exceed the actual damages or one month's periodic rent, whichever is  
17 greater. If the landlord terminates the rental agreement, he shall give  
18 written notice to the tenant at least 10 days before the date speci-  
19 fied in the notice.

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

1 ARTICLE 7. RETALIATORY ACTION.

2 Sec. 34.03.310. RETALIATORY CONDUCT PROHIBITED. (a) Except as  
3 provided in (c) and (d) of this section, a landlord may not retaliate  
4 by increasing rent or decreasing services or by bringing or threatening  
5 to bring an action for possession after the tenant has

6 (1) complained to the landlord of a violation of sec. 100  
7 of this chapter;

8 (2) endeavored to avail himself of rights and remedies  
9 granted him under the provisions of this chapter;

10 (3) organized or become a member of a tenant's union or  
11 similar organization; or

12 (4) complained to a governmental agency responsible for  
13 enforcement of governmental housing, wage, price or rent controls.

14 (b) If the landlord acts in violation of (a) of this section, the  
15 tenant is entitled to the remedies provided in sec. 210 of this chapter  
16 and has a defense in an action against him for possession.

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

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

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

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

26 (4) he seeks in good faith to recover possession of the  
27 dwelling unit for personal purposes;

28 (5) he seeks in good faith to recover possession of the  
29 dwelling unit for the purpose of substantially altering, remodeling, or

1 demolishing the premises;

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

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

8 (d) Notwithstanding (a) of this section the landlord may increase  
9 the rent if he

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

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

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

26 (e) Maintenance of the action under (c) of this section does not  
27 release the landlord from liability under sec. 160(b) of this chapter.

28 ARTICLE 8. GENERAL PROVISIONS.

29 Sec. 34.03.320. OBLIGATION OF GOOD FAITH. Every duty under this  
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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. 34.03.330. 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 substantially for services,  
23 maintenance, 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  
27 used by the occupant primarily for agricultural purposes.

28 Sec. 34.03.340. 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 agent shall be the same  
6 person designated under sec. 80 of this chapter. The designation shall  
7 be in writing and filed with the commissioner of commerce. If no desig-  
8 nation is made and filed or if process cannot be served in this state  
9 upon the designated agent, process may be served upon the commissioner  
10 of commerce, but service upon him is not effective unless the plaintiff  
11 or petitioner immediately mails a copy of the process and pleadings by  
12 certified or registered mail to the defendant or respondent at his last  
13 ascertainable address. An affidavit of compliance with this section  
14 shall be filed with the clerk of the court having jurisdiction on or  
15 before the return day for the process, if any, or within any further  
16 time allowed by the court.

17 Sec. 34.03.350. ATTORNEY FEES. Attorney fees shall be allowed to  
18 the prevailing party in any proceeding arising out of this chapter or a  
19 rental agreement.

20 Sec. 34.03.360. DEFINITIONS. In this chapter

21 (1) "abandonment" means that the tenant has left the dwelling  
22 unit and his personal belongings in it and has been absent for a continu-  
23 ous period of seven days or longer without giving notice under sec. 150  
24 of this chapter and has defaulted in the payment of rent;

25 (2) "building and housing codes" include any law, ordinance,  
26 or governmental regulation concerning fitness for habitation, or the  
27 construction, maintenance, operation, occupancy, use, or appearance of  
28 a premise or dwelling unit;

29 (3) "dwelling unit" means a structure or a part of a struc-

1           ture that is used as a home, residence, or sleeping place by one person  
2           who maintains a household or by two or more persons who maintain a common  
3           household, and includes mobile homes, and if located in a mobile home  
4           park, the lot or space upon which a mobile home is placed;

5           (4) "fair rental value" means the average rental rate in the  
6           community for available dwelling units of similar size and features;

7           (5) "good faith" means honesty in fact in the conduct of the  
8           transaction concerned;

9           (6) "landlord" means the owner, lessor, or sublessor of the  
10          dwelling unit or the building of which it is a part, and it also means  
11          a manager of the premises who fails to disclose as required by sec. 80  
12          of this chapter;

13          (7) "organization" includes a corporation, government, govern-  
14          mental subdivision or agency, business trust, estate, trust, partnership  
15          or association, two or more persons having a joint or common interest,  
16          and any other legal entity;

17          (8) "owner" means one or more persons, jointly or severally,  
18          in whom is vested all or part of the legal title to property or all or  
19          part of the beneficial ownership of property and a right to present use  
20          of the premises; and the term includes a mortgagee in possession;

21          (9) "person" includes an individual or organization;

22          (10) "premises" means a dwelling unit and the structure of  
23          which it is a part and facilities and appurtenances in it and grounds,  
24          areas and facilities held out for the use of tenants generally or whose  
25          use is promised to the tenant;

26          (11) "prepaid rent" means that amount of money demanded by  
27          the landlord at the initiation of the tenancy for the purpose of ensur-  
28          ing that rent will be paid, but does not include the first month's rent  
29          or money received as security for damage;

1 (12) "rent" means the uniform periodic payment due the land-  
2 lord, however denominated;

3 (13) "rental agreement" means all agreements, written or oral,  
4 and valid rules and regulations adopted under sec. 130 of this chapter  
5 embodying the terms and conditions concerning the use and occupancy of  
6 a dwelling unit and premises;

7 (14) "sanitary facility" means a flush toilet and proper  
8 drainage for all toilets, sinks, basins, bathtubs and showers;

9 (15) "single family residence" means a structure maintained  
10 and used as a single dwelling unit;

11 (16) "tenant" means a person entitled under a rental agreement  
12 to occupy a dwelling unit to the exclusion of others;

13 (17) "undeveloped rural area" means an area where public sewer  
14 or water services are not available;

15 (18) "wear resulting from ordinary use" means deterioration of  
16 the premises which is the result of the tenant's normal nonabusive  
17 living and includes but is not limited to deterioration caused by the  
18 landlord's failure to prepare for expected conditions or by the land-  
19 lord's failure to comply with his obligations.

20 Sec. 34.03.370. APPLICABILITY. After the effective date of this  
21 Act, this Act shall apply to any rental agreement, lease, or tenancy  
22 entered into, extended, or renewed by the payment of rent on or subse-  
23 quent to that effective date.

24 Sec. 34.03.380. SHORT TITLE. This chapter may be cited as the  
25 "Uniform Residential Landlord and Tenant Act".

26 \* Sec. 2. AS 09.45 is amended by adding a new section to read:

27 Sec. 09.45.496. ACTIONS AGAINST RESIDENTIAL AND AGRICULTURAL  
28 TENANTS. (a) In an action for possession under the Uniform Residential  
29 Landlord and Tenant Act (AS 34.03), the summons and complaint shall be

1 served under the provisions of Rule No. 85 (Rules of Civil Procedure).  
2 No continuance may be granted plaintiff or defendant except for good  
3 cause shown.

4 (b) A tenant whose lease or occupancy is for agricultural purposes  
5 and who breaches the rental agreement, or continues in possession of the  
6 premises at the expiration of the time limited in or contrary to a con-  
7 dition or covenant in the lease or agreement under which he holds, shall  
8 be provided with a written notice specifying the breach and demanding  
9 he quit the premises at least 30 days before commencement of an action  
10 for the recovery of the property. The tenant shall have free access to  
11 the premises to cultivate and harvest crops or produce planted by him  
12 before the service of the notice of the breach and demand to quit the  
13 premises.

14 \* Sec. 3. AS 09.45.630 is amended to read:

15 Sec. 09.45.630. ACTIONS FOR RECOVERY OF REAL PROPERTY. A person  
16 who has a legal estate in real property and has a present right to the  
17 possession of the property may bring an action to recover the possession  
18 of the property with damages for withholding it; however, recovery of  
19 possession from a tenant shall be made under AS 09.45.060 et seq.

20 \* Sec. 4. The following laws are repealed: AS 09.45.080; AS 34.05.010 and  
21 34.05.020.

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

23 Sec. 11.20.575. MALICIOUS DESTRUCTION OF PROPERTY BY A TENANT. A  
24 tenant who maliciously or wantonly breaks the glass in or defaces a  
25 building in which he is a tenant, or wilfully destroys or injures per-  
26 sonal property belonging to the landlord, upon conviction is guilty of  
27 a misdemeanor and is punishable by imprisonment for not more than one  
28 year, or by a fine of not more than \$500, or by both. The tenant may  
29 also be ordered by the court to make restitution to the landlord.

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