

Introduced: 1/17/73  
Referred: Judiciary

1 IN THE SENATE

BY THE RULES COMMITTEE BY  
REQUEST OF THE GOVERNOR

2 SENATE BILL NO. 54

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. AS 34 is amended to add a new chapter to read:

12 CHAPTER 03. UNIFORM RESIDENTIAL  
13 LANDLORD AND TENANT ACT.

14 ARTICLE 1. PURPOSES, JURISDICTION AND GENERAL PROVISIONS.

15 Sec. 34.03.010. PURPOSES; RULES OF CONSTRUCTION. (a) This  
16 chapter shall be liberally construed and applied to promote its under-  
17 lying purposes and policies.

18 (b) Underlying purposes and policies of this chapter are

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

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

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

26 Sec. 34.03.020. SUPPLEMENTARY PRINCIPLES OF LAW APPLICABLE.

27 Unless displaced by the provisions of this chapter, the principles of  
28 law and equity, including the law relating to capacity to contract,  
29 mutuality of obligations, principal and agent, real property, public

1 health, safety and fire prevention, estoppel, fraud, misrepresentation,  
2 duress, coercion, mistake, bankruptcy, or other validating or  
3 invalidating cause supplement its provisions.

4 Sec. 34.03.030. CONSTRUCTION AGAINST IMPLICIT REPEAL. This  
5 chapter is intended as a unified coverage of its subject matter. No  
6 part of it is to be construed as impliedly repealed by subsequent  
7 legislation if that construction can reasonably be avoided.

8 Sec. 34.03.040. ADMINISTRATION OF REMEDIES; ENFORCEMENT. (a)  
9 The remedies provided by this chapter shall be administered so that the  
10 aggrieved party may recover appropriate damages. The aggrieved party  
11 has a duty to mitigate damages.

12 (b) Any right or obligation declared by this chapter is enforce-  
13 able by action unless the provision declaring it specifies a different  
14 and limited effect.

15 Sec. 34.03.050. SETTLEMENT OF DISPUTED CLAIM OR RIGHT. A claim  
16 or right arising under this chapter or under a rental agreement, if  
17 disputed in good faith, may be settled by agreement.

18 Sec. 34.03.060. OBLIGATION OF GOOD FAITH. Every duty under this  
19 chapter and every act which must be performed as a condition precedent  
20 to the exercise of a right or remedy under this chapter imposes an  
21 obligation of good faith in its enforcement or performance.

22 Sec. 34.03.070. UNCONSCIONABILITY. (a) If a court, as a matter  
23 of law, finds

24 (1) a rental agreement or provision of a rental agreement  
25 was unconscionable when made, the court may refuse to enforce the  
26 agreement, enforce the remainder of the agreement without the  
27 unconscionable provision, or limit the application of the uncon-  
28 scionable provision to avoid an unconscionable result; or

29 (2) a settlement in which a party waives or agrees to forego

1 a claim or right under this chapter or under a rental agreement was un-  
2 conscionable at the time it was made, the court may refuse to enforce  
3 the settlement, enforce the remainder of the settlement without the  
4 unconscionable provision, or limit the application of the unconscion-  
5 able provision to avoid an unconscionable result.

6 (b) If unconscionability is put into issue by a party or by the  
7 court upon its own motion the parties shall be afforded a reasonable  
8 opportunity to present evidence as to the setting, purpose, and effect  
9 of the rental agreement or settlement to aid the court in making the  
10 determination.

11 Sec. 34.03.080. NOTICE. (a) A person has notice of a fact under  
12 this chapter if he has actual knowledge of it, or he has received a  
13 notice or notification of it, or from all the facts and circumstances  
14 known to him at the time in question he has reason to know that it  
15 exists.

16 (b) For the purposes of this chapter a person "notifies" or  
17 "gives" a notice or notification to another by taking steps reasonably  
18 calculated to inform the other in ordinary course whether or not the  
19 other actually comes to know of it.

20 (c) For the purposes of this chapter a person "receives" a notice  
21 or notification when it comes to his attention, or in the case of the  
22 landlord, it is delivered at the place of business of the landlord  
23 through which the rental agreement was made or at a place held out  
24 by him as the place for receipt of the communication, or in the case  
25 of the tenant, it is delivered in hand to the tenant or mailed by  
26 registered or certified mail to him at the place held out by him as the  
27 place for receipt of the communication, or in the absence of such  
28 designation, to his last known place of residence.

29 (d) For the purposes of this chapter, "notice," knowledge of a

1 notice or notification received by an organization is effective for a  
2 particular transaction from the time it is brought to the attention of  
3 the individual conducting that transaction, and in any event from the  
4 time it would have been brought to his attention if the organization  
5 had exercised reasonable diligence.

6 Sec. 34.03.090. TERMS AND CONDITIONS OF RENTAL AGREEMENT. (a)  
7 The landlord and tenant may include in a rental agreement, terms and  
8 conditions not prohibited by this chapter or other rule of law including  
9 rent, term of the agreement, and other provisions governing the rights  
10 and obligations of the parties.

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

13 (c) Rent shall be payable without demand or notice at the time  
14 and place agreed upon by the parties. Unless otherwise agreed, rent  
15 is payable at the dwelling unit and periodic rent is payable at the  
16 beginning of any term of one month or less and otherwise in equal  
17 monthly installments at the beginning of each month. Unless otherwise  
18 agreed, rent shall be uniformly apportionable from day-to-day.

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

22 Sec. 34.03.100. EFFECT OF UNSIGNED OR UNDELIVERED RENTAL AGREE-  
23 MENT. (a) If the landlord does not sign and return a written rental  
24 agreement which has been signed and delivered to him by the tenant,  
25 acceptance of rent without reservation by the landlord gives the rental  
26 agreement the same effect as if it had been signed and delivered by the  
27 landlord.

28 (b) If the tenant does not sign and return a written rental  
29 agreement which has been signed and delivered to him by the landlord,

1 acceptance of possession and payment of rent without reservation gives  
2 the rental agreement the same effect as if it had been signed and  
3 returned by the tenant.

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

7 Sec. 34.03.110. PROHIBITED PROVISIONS IN RENTAL AGREEMENTS. (a)  
8 No rental agreement may provide that the tenant

9 (1) agrees to waive or to forego rights or remedies under  
10 this chapter;

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

13 (3) agrees to pay the landlord's attorney fees; or

14 (4) agrees to the exculpation or limitation of any liability  
15 of the landlord arising under law or to indemnify the landlord for  
16 the liability or the costs connected with the liability.

17 (b) A provision prohibited by (a) of this section included in a  
18 rental agreement is unenforceable. If a landlord deliberately uses a  
19 rental agreement containing provisions he knows to be prohibited, the  
20 tenant may recover actual damages sustained by him and up to three  
21 month's periodic rent and reasonable attorney fees.

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

26 ARTICLE 2. LANDLORD OBLIGATIONS.

27 Sec. 34.03.130. SECURITY DEPOSITS; PREPAID RENT. (a) A landlord  
28 may not demand or receive prepaid rent and security, however demoni-  
29 nated, in an amount or value in excess of one month's periodic rent.

1 (b) Upon termination of the tenancy, property or money held by  
2 the landlord as prepaid rent and security plus interest may be applied  
3 only to the payment of accrued rent and the amount of damages which the  
4 landlord has suffered by reason of the tenant's noncompliance with  
5 sec. 180 of this chapter. The accrued rent and damages must be itemized  
6 by the landlord in a written notice delivered to the tenant together  
7 with the amount due no later than 14 days after termination of the ten-  
8 ancy and delivery of possession and demand by the tenant.

9 (c) The tenant is entitled to the legal rate of interest com-  
10 pounded monthly from the time of delivery on any prepaid rent or  
11 security in excess of \$50. Interest shall be refunded to the tenant  
12 upon the same terms and conditions as the principal amount.

13 (d) If the landlord fails to comply with (b) and (c) of this sec-  
14 tion the tenant may recover the property and money due him together  
15 with damages in an amount equal to twice the amount wrongfully withheld  
16 and reasonable attorney fees.

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

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

21 Sec. 34.03.140. DISCLOSURE. (a) The landlord or a person  
22 authorized to enter into a rental agreement on his behalf shall dis-  
23 close to the tenant in writing at or before the commencement of the  
24 tenancy the name and address of

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

26 (2) an owner of the premises or a person authorized to act  
27 for and on behalf of the owner for the purpose of service of process  
28 and for the purpose of receiving and receipting for notices and  
29 demands.

1 (b) The information required to be furnished by this section  
2 shall be kept current and this section extends to and is enforceable  
3 against a successor landlord, owner, or manager.

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

6 (1) service of process and receiving and receipting for  
7 notices and demands; and

8 (2) performing the obligations of the landlord under this  
9 chapter and under the rental agreement.

10 Sec. 34.03.150. LANDLORD TO SUPPLY POSSESSION OF DWELLING UNIT.  
11 At the beginning of the term the landlord shall deliver possession of  
12 the premises to the tenant in compliance with the rental agreement  
13 and sec. 160 of this chapter. The landlord may bring an action for  
14 possession against any person wrongfully in possession and may recover  
15 the damages provided in sec. 360(c) of this chapter.

16 Sec. 34.03.160. LANDLORD TO MAINTAIN FIT PREMISES. (a) The  
17 landlord shall

18 (1) comply with the requirements of applicable building  
19 and housing codes materially affecting health and safety;

20 (2) make all repairs and do whatever is necessary to put  
21 and keep the premises in a fit and habitable condition;

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

24 (4) maintain in good and safe working order and condition  
25 all electrical, plumbing, sanitary, heating, ventilating, air-  
26 conditioning, and other facilities and appliances, including elevators,  
27 supplied or required to be supplied by him;

28 (5) provide and maintain appropriate receptacles and  
29 conveniences for the removal of ashes, garbage, rubbish, and other

1 waste incidental to the occupancy of the dwelling unit and arrange for  
2 their removal; and

3 (6) supply running water and reasonable amounts of hot water  
4 at all times and reasonable heat except where the building that includes  
5 the dwelling unit is not required by law to be equipped for that  
6 purpose, or except where the dwelling unit is so constructed that heat  
7 or hot water is generated by an installation within the exclusive con-  
8 trol of the tenant and supplied by a direct public utility connection.

9 (b) If the duty imposed by (a) (1) of this section is greater than  
10 a duty imposed by any other paragraph in (a) of this section, the  
11 landlord's duty shall be determined under (a)(1) of this section.

12 (c) A landlord of a single family residence located in an un-  
13 developed rural area or located where public sewer or water service has  
14 never been connected is not liable for a breach of (a)(1), (4) or (6)  
15 of this section if the dwelling unit at the beginning of the rental  
16 agreement did not have running water, hot water, sewage or sanitary  
17 facilities from a private system. For purposes of this section, un-  
18 developed rural area means an area where public sewer or water services  
19 are not available.

20 (d) The landlord and tenant of a single family residence may  
21 agree in writing that the tenant perform the landlord's duties speci-  
22 fied in (a)(5) and (6) of this section. They may also agree in writing  
23 that the tenant perform specified repairs, maintenance tasks, alter-  
24 ations, and remodeling. Agreements are allowed under this subsection  
25 only if the transaction is entered into in good faith and not for the  
26 purpose of evading the obligations of the landlord.

27 (e) The landlord and tenant of a dwelling unit other than a  
28 single family residence may agree that the tenant is to perform speci-  
29 fied repairs, maintenance tasks, alterations, or remodeling only if

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

5 (2) the work is not necessary to cure noncompliance with  
6 (a)(1) of this section; and

7 (3) the agreement does not diminish or affect the obligation  
8 of the landlord to other tenants in the premises.

9 (f) The landlord may not treat performance of a separate agree-  
10 ment described in (e) of this section as a condition to an obligation  
11 or performance of a rental agreement.

12 Sec. 34.03.170. LIMITATION OF LIABILITY. (a) Unless otherwise  
13 agreed, a landlord, who conveys premises that include a dwelling unit  
14 subject to a rental agreement in a good faith sale to a bona fide  
15 purchaser, is relieved of liability under the rental agreement and  
16 this chapter as to events occurring subsequent to written notice to the  
17 tenant of the conveyance. However, the landlord remains liable to the  
18 tenant for the property and money to which the tenant is entitled under  
19 sec. 130 of this chapter.

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

24 ARTICLE 3. TENANT OBLIGATIONS.

25 Sec. 34.03.180. TENANT TO MAINTAIN DWELLING UNIT. The tenant  
26 shall

27 (1) comply with all obligations primarily imposed upon  
28 tenants by applicable provisions of building and housing codes  
29 materially affecting health and safety;

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

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

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

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

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

13           (7) conduct himself and require other persons on the pre-  
14 mises with his consent to conduct themselves in a manner that will not  
15 disturb his neighbors' peaceful enjoyment of the premises.

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

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

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

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

28           (4) it is sufficiently explicit in its prohibition,  
29 direction, or limitation of the tenant's conduct to fairly inform him

1 of what he must or must not do to comply;

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

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

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

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

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

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

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

26 Sec. 34.03.210. TENANT TO USE AND OCCUPY. Unless otherwise  
27 agreed, the tenant shall occupy his dwelling unit only as a dwelling  
28 unit. The rental agreement may require that the tenant notify the  
29 landlord of any anticipated extended absence from the premises in

1 excess of seven days no later than the first day of the extended  
2 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 noncom-  
6 pliance by the landlord with the rental agreement or a noncompliance  
7 with sec. 160 of this chapter materially affecting health and safety,  
8 the tenant may deliver a written notice to the landlord specifying the  
9 acts and omissions constituting the breach and specifying that the  
10 rental agreement will terminate upon a date not less than 30 days after  
11 receipt of the notice if the breach is not remedied in 14 days, and  
12 the rental agreement shall terminate as provided in the notice subject  
13 to the provisions of this section. If the breach is remediable by  
14 repairs or the payment of damages or otherwise and the landlord ade-  
15 quately remedies the breach prior to the date specified in the notice,  
16 the rental agreement will not terminate. If substantially the same act  
17 or omission which constituted a prior noncompliance of which notice was  
18 given recurs within six months, the tenant may terminate the rental  
19 agreement upon at least 14 days written notice specifying the breach  
20 and the date of termination of the rental agreement. The tenant may  
21 not terminate for a condition caused by the deliberate or negligent  
22 act or omission of the tenant, a member of his family, or other person  
23 on the premises with his consent.

24 (b) Except as provided in this chapter, the tenant may recover  
25 damages including reasonable attorney fees and obtain injunctive relief  
26 for any noncompliance by the landlord with the rental agreement or  
27 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 five 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 or 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 and not  
16 in good faith, an aggrieved tenant may recover from that person an  
17 amount not more than three month's periodic rent or threefold the actual  
18 damages sustained by him, whichever is greater, and reasonable attorney  
19 fees.

20 Sec. 34.03.240. SELF-HELP FOR MINOR DEFECTS. (a) If the land-  
21 lord fails to comply with the rental agreement or sec. 160 of this  
22 chapter, and the reasonable cost of compliance is less than \$200, or an  
23 amount equal to one-half of the periodic rent, whichever amount is  
24 greater, the tenant may recover damages for the breach under sec. 220(b)  
25 of this chapter or may notify the landlord of his intention to correct  
26 the condition at the landlord's expense. If the landlord fails to  
27 comply within 14 days after being notified by the tenant in writing or  
28 as promptly as conditions require in case of emergency, the tenant may  
29 cause the work to be done in a workmanlike manner and, after submitting

1 to the landlord an itemized statement, deduct from his rent the actual  
2 and reasonable cost or the fair and reasonable value of the work, not  
3 exceeding the amount specified in this subsection.

4 (b) A tenant may not repair at the landlord's expense if the  
5 condition was caused by the deliberate or negligent act or omission  
6 of the tenant, a member of his family, or other person on the premises  
7 with his consent.

8 Sec. 34.03.250. WRONGFUL FAILURE TO SUPPLY HEAT, WATER, HOT  
9 WATER OR ESSENTIAL SERVICES. (a) If contrary to the rental agreement  
10 or sec. 160 of this chapter the landlord deliberately or negligently  
11 fails to supply running water, hot water, or heat, or essential ser-  
12 vices, the tenant may give written notice to the landlord specifying  
13 the breach and may

14 (1) procure reasonable amounts of hot water, running water,  
15 heat and essential services during the period of the landlord's non-  
16 compliance and deduct their actual and reasonable cost from the rent;  
17 or

18 (2) recover damages based upon the diminution in the fair  
19 rental value of the dwelling unit; or

20 (3) procure reasonable substitute housing during the period  
21 of the landlord's noncompliance, in which case the tenant is excused  
22 from paying rent for the period of the landlord's noncompliance and  
23 in addition may recover the actual and reasonable cost or fair and  
24 reasonable value of the substitute housing not in excess of an amount  
25 equal to the periodic rent.

26 (b) In proceeding under (a) of this section the tenant may  
27 recover reasonable attorney fees.

28 (c) If the tenant proceeds under this section, he may not proceed  
29 under sec. 220 or sec. 240 of this chapter as to that breach.

1 (d) Rights do not arise under this section until the tenant has  
2 given notice to the landlord. Rights do not arise under this section  
3 if the condition was caused by the deliberate or negligent act or  
4 omission of the tenant, a member of his family, or other person on the  
5 premises with his consent.

6 Sec. 34.03.260. LANDLORD'S NONCOMPLIANCE AS DEFENSE TO ACTION FOR  
7 POSSESSION OR RENT. (a) In an action for possession based upon non-  
8 payment of the rent or in an action for rent where the tenant is in  
9 possession, the tenant may counterclaim for the amount which he may  
10 recover under the rental agreement or this chapter. In that event  
11 the court may order the tenant to pay into court all or part of the  
12 rent accrued and thereafter accruing, and shall determine the amount  
13 due to each party. The party to whom a net amount is owed shall be  
14 paid first from the money paid into court, and the balance by the other  
15 party. If no rent remains due after application of this section, judg-  
16 ment shall be entered for the tenant in the action for possession.

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

20 Sec. 34.03.270. FIRE OR CASUALTY DAMAGE. (a) If the dwelling  
21 unit or premises are damaged or destroyed by fire or casualty to the  
22 extent that enjoyment of the dwelling unit is substantially impaired,  
23 the tenant may

24 (1) immediately vacate the premises and notify the landlord  
25 in writing within 14 days thereafter of his intention to terminate the  
26 rental agreement, in which case the rental agreement terminates as of  
27 the date of vacating; or

28 (2) if continued occupancy is lawful, vacate the part of the  
29 dwelling unit rendered unusable by the fire or casualty, in which case

1 the tenant's liability for rent is reduced in proportion to the dimuni-  
2 tion in the fair rental value of the dwelling unit.

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

7 Sec. 34.03.280. TENANT'S REMEDIES FOR LANDLORD'S UNLAWFUL OUSTER,  
8 EXCLUSION, OR DIMINUTION OF SERVICE. If the landlord unlawfully removes  
9 or excludes the tenant from the premises or wilfully diminishes services  
10 to the tenant by interrupting or causing the interruption of electric,  
11 gas, water or other essential service to the tenant, the tenant may  
12 recover possession or terminate the rental agreement and, in either  
13 case, recover an amount not more than three month's periodic rent or  
14 three times the actual damages sustained by him, whichever is greater  
15 and reasonable attorney fees. If the rental agreement is terminated the  
16 landlord shall return all prepaid rent and security.

17 ARTICLE 5. LANDLORD REMEDIES.

18 Sec. 34.03.290. NONCOMPLIANCE WITH RENTAL AGREEMENT; FAILURE TO  
19 PAY RENT. (a) Except as provided in this chapter, if there is a  
20 material noncompliance by the tenant with the rental agreement or a  
21 noncompliance with sec. 180 of this chapter materially affecting health  
22 and safety, the landlord may deliver a written notice to the tenant  
23 specifying the acts and omissions constituting the breach and specifying  
24 that the rental agreement will terminate upon a date not less than 30  
25 days after receipt of the notice, if the breach is not remedied in 14  
26 days, and the rental agreement shall terminate as provided in the notice  
27 subject to the provisions of this section. If the breach is remediable  
28 by repairs or the payment of damages or otherwise and the tenant  
29 adequately remedies the breach prior to the date specified in the notice

1 the rental agreement will not terminate. If substantially the same act  
2 or omission which constituted a prior noncompliance of which notice  
3 was given recurs within six months, the landlord may terminate the ren-  
4 tal agreement upon at least 14 days written notice specifying the breach  
5 and the date of termination of the rental agreement.

6 (b) If rent is unpaid when due and the tenant fails to pay rent  
7 within 14 days after written notice by the landlord of nonpayment and  
8 his intention to terminate the rental agreement if the rent is not paid  
9 within that period of time, the landlord may terminate the rental  
10 agreement.

11 (c) Except as provided in this chapter, the landlord may recover  
12 damages including reasonable attorney fees and obtain injunctive relief  
13 for any noncompliance by the tenant with the rental agreement or sec.  
14 180 of this chapter.

15 Sec. 34.03.300. FAILURE TO MAINTAIN. If there is noncompliance  
16 by the tenant with sec. 180 of this chapter materially affecting health  
17 and safety that can be remedied by repair, replacement of a damaged item  
18 or cleaning, and the tenant fails to comply as promptly as conditions  
19 require in case of emergency or within 14 days after written notice by  
20 the landlord specifying the breach and requesting that the tenant  
21 remedy it within that period of time, the landlord may enter the  
22 dwelling unit and have the work done in a workmanlike manner and  
23 submit an itemized bill for the actual and reasonable cost or the fair  
24 and reasonable value of the work as rent on the next date when periodic  
25 rent is due, or if the rental agreement has terminated, for immediate  
26 payment.

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

28 (a) If the rental agreement requires the tenant to give notice to the  
29 landlord of an anticipated extended absence in excess of seven days

1 as required in sec. 210 of this chapter and the tenant wilfully fails  
2 to do so, the landlord may recover actual damages from the tenant.

3 (b) During any absence of the tenant in excess of 30 days, the  
4 landlord may enter the dwelling unit at times reasonably necessary.

5 (c) If the tenant abandons the dwelling unit, the landlord shall  
6 make reasonable efforts to rent it at a fair rental. If the landlord  
7 rents the dwelling unit for a term beginning before the expiration of  
8 the rental agreement, the agreement is considered terminated on the  
9 date the new tenancy begins. The rental agreement is considered  
10 terminated by the landlord on the date the landlord has notice of the  
11 abandonment if the landlord fails to use reasonable efforts to rent the  
12 dwelling unit at a fair rental or if the landlord accepts the abandon-  
13 ment as a surrender. If the tenancy is from month-to-month, or week-  
14 to-week, the term of the rental agreement for purposes of this section  
15 shall be considered a month or a week, as the case may be.

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

17 Acceptance of rent with knowledge of a default by the tenant or accep-  
18 tance of performance by the tenant that varies from the terms of the  
19 rental agreement or rules or regulations subsequently adopted by the  
20 landlord constitutes a waiver of the right of the landlord to terminate  
21 the rental agreement for that breach, unless otherwise agreed after the  
22 breach has occurred.

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

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

27 (b) Distraint for rent is abolished.

28 Sec. 34.03.340. REMEDY AFTER TERMINATION. If the rental agree-  
29 ment is terminated, the landlord may have a claim for possession and

1 for rent and a separate claim for actual damages for breach of the  
2 rental agreement and reasonable attorney fees.

3 Sec. 34.03.350. RECOVERY OF POSSESSION LIMITED. A landlord may  
4 not recover or take possession of the dwelling unit by action or other-  
5 wise, including wilful diminution of services to the tenant by in-  
6 terrupting or causing the interruption of electricity, gas, water, or  
7 other essential service to the tenant, except in case of abandonment,  
8 surrender, or as permitted in this chapter.

9 ARTICLE 6. PERIODIC TENANCY; HOLDOVER; ABUSE OF ACCESS.

10 Sec. 34.03.360. PERIODIC TENANCY; HOLDOVER REMEDIES. (a) The  
11 landlord or the tenant may terminate a week-to-week tenancy by a  
12 written notice given to the other at least 10 days prior to the  
13 termination date specified in the notice.

14 (b) The landlord or the tenant may terminate a month-to-month  
15 tenancy by a written notice given to the other at least 60 days prior  
16 to the periodic rental date specified in the notice.

17 (b) The landlord or the tenant may terminate a month-to-month  
18 tenancy by a written notice given to the other at least 60 days prior  
19 to the periodic rental date specified in the notice.

20 (c) If the tenant remains in possession without the landlord's  
21 consent after expiration of the term of the rental agreement or after  
22 its termination, the landlord may bring an action for possession and if  
23 the tenant's holdover is wilful and not in good faith the landlord, in  
24 addition, may recover an amount not more than three month's periodic  
25 rent or three times the actual damages sustained by him, whichever is  
26 greater, and reasonable attorney fees. If the landlord consents to  
27 the tenant's continued occupancy, sec. 90(d) of this chapter applies.

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

29 (a) If the tenant refuses to allow lawful access, the landlord may

1 obtain injunctive relief to compel access, or terminate the rental  
2 agreement. In either case, the landlord may recover actual damages  
3 and reasonable attorney fees.

4 (b) If the landlord makes an unlawful entry or a lawful entry  
5 in an unreasonable manner or makes repeated demands for entry  
6 otherwise lawful but which have the effect of unreasonably harassing  
7 the tenant, the tenant may obtain injunctive relief to prevent the  
8 recurrence of the conduct, or terminate the rental agreement. In  
9 either case, the tenant may recover actual damages not less than an  
10 amount equal to one month's rent and reasonable attorney fees.

11 ARTICLE 7. RETALIATORY ACTION.

12 Sec. 34.03.380. RETALIATORY CONDUCT PROHIBITED. (a) Except as  
13 provided (c) of this section, a landlord may not retaliate by  
14 increasing rent or decreasing services or by bringing or threatening  
15 to bring an action for possession after

16 (1) the tenant has complained to a governmental agency  
17 charged with responsibility for enforcement of a building or housing  
18 code of a violation applicable to the premises and materially affecting  
19 health and safety; or

20 (2) the tenant has complained to the landlord of a violation  
21 of sec. 130 of this chapter; or

22 (3) the tenant has organized or become a member of a tenants'  
23 union or similar organization; or

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

27 (b) If the landlord acts in violation of (a) of this section the  
28 tenant is entitled to the remedies provided in sec. 280 of this chapter  
29 and has a defense in action against him for possession. In an action

1 by or against the tenant, evidence of a complaint or membership within  
2 one year prior to the alleged act of retaliation creates a presumption  
3 that the landlord's conduct was in retaliation. The presumption does  
4 not arise if the tenant made a complaint after notice of a proposed  
5 rent increase or after diminution of services. For purposes of this  
6 section "presumption" means that the trier of fact must find the exist-  
7 tence of the fact presumed unless evidence is introduced which supports  
8 a finding of the nonexistence of the fact.

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

11 (1) the violation of the applicable building or housing code  
12 was caused primarily by lack of reasonable care by the tenant or other  
13 person in his household or upon the premises with his consent;

14 (2) the tenant is in default in rent; or

15 (3) compliance with the applicable building or housing code  
16 requires alteration, remodeling, or demolition which would effectively  
17 deprive the tenant of use of the dwelling unit.

18 (d) Maintenance of the action under (c) of this section does not  
19 release the landlord from liability under sec. 220(b) of this chapter.

20 ARTICLE 8. DEFINITIONS: APPLICATION AND EXCLUSIONS.

21 Sec. 34.03.290. DEFINITIONS. In this chapter

22 (1) "building and housing codes" mean a law, ordinance,  
23 or governmental regulation concerning the construction, maintenance,  
24 use, occupancy, appearance or fitness for habitation of premises or  
25 dwelling units;

26 (2) "dwelling unit" means a structure or the part of a struc-  
27 ture that is used as a home, residence or sleeping place by a person  
28 who maintains a household;

29 (3) "good faith" means honesty in fact;

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

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

8 (6) "owner" means a person in whom is vested all or part  
9 of the legal title to property or all or part of the beneficial  
10 ownership of property and a right to present use of the premises; and  
11 the term includes a mortgagee in possession;

12 (7) "premises" means a dwelling unit, the structure of  
13 which it is a part, the facilities and appurtenances of the dwelling  
14 unit, and the areas, grounds and facilities held for the use of tenants;

15 (8) "rent" means all payments to be made to the landlord  
16 under the rental agreement;

17 (9) "rental agreement" means all agreements, written or oral,  
18 and valid rules and regulations adopted under sec. 190 of this chapter  
19 embodying the terms and conditions for the use and occupancy of a  
20 dwelling unit and premises;

21 (10) "roomer" means a person occupying a dwelling unit that  
22 lacks a major bathroom or kitchen facility, in a structure where those  
23 facilities are used in common by occupants of the premises and major  
24 facility in case of a bathroom means toilet, or either a bath or  
25 shower, and in the case of a kitchen means a refrigerator, stove or  
26 sink;

27 (11) "single family residence" means a structure maintained  
28 and used as a single dwelling unit, including those which share one or  
29 more walls with other dwelling units, if it has direct access to a

1 street or thoroughfare and does not share heating facilities, hot water  
2 equipment, or other essential facility with other dwelling units;

3 (12) "tenant" means a person entitled under a rental agreement  
4 to occupy a dwelling unit to the exclusion of others.

5 Sec. 34.03.400. SHORT TITLE. This chapter shall be known and may  
6 be cited as the "Uniform Residential Landlord and Tenant Act."

7 Sec. 34.03.410. APPLICATION AND EXCLUSIONS. (a) This chapter  
8 applies to and determines rights, obligations and remedies under a  
9 rental agreement for a dwelling unit in the state.

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

12 (1) residence at an institution, public or private, if  
13 incidental to detention or the provision of medical, geriatric,  
14 educational, counseling, religious, or similar service;

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

18 (3) occupancy by a member of a fraternal or social organi-  
19 zation in the portion of a structure operated for the benefit of the  
20 organization;

21 (4) transient occupancy in a hotel, or motel, lodgings or  
22 other transient facility;

23 (5) occupancy by an employee of a landlord whose right to  
24 occupancy is conditional upon employment in and about the premises;

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

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

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

1           Sec. 09.45.695. ACTIONS AGAINST RESIDENTIAL AND AGRICULTURAL  
2 TENANTS. (a) In an action for possession under the Uniform Residen-  
3 tial Landlord and Tenant Act (AS 34.03), the summons and complaint  
4 shall be served not less than five nor more than seven days before the  
5 date of trial. No continuance shall be granted plaintiff or defendant  
6 except for good cause shown.

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

17 \* Sec. 3. The following laws are repealed: AS 09.45.060-160;  
18 AS 09.45.690; AS 34.05.

19 \* Sec. 4. This Act takes effect July 1, 1973.  
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