

1 IN THE SENATE

BY THE COMMERCE COMMITTEE

2  SENATE BILL NO. 219

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 TENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act relating to the defrauding of landlords."

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

8 \* Section 1. AS 11.20 is amended by adding a new section to read:

9 Sec. 11.20.485. DEFRAUDING A LANDLORD. (a) It is a misdemeanor

10 (1) for a person to procure tenancy in a dwelling unit with  
11 the intent to cheat or defraud the landlord out of the rent for the  
12 dwelling unit; or

13 (2) for a tenant to abscond from a dwelling unit when payment  
14 of rent for the dwelling unit under a rental agreement is in default.

15 (b) The following is prima facie evidence of the fraudulent intent  
16 required under (a)(1) of this section:

17 (1) proof that the first payment of rent for the dwelling  
18 unit was made with negotiable paper or credit card voucher upon which  
19 payment was refused; or

20 (2) proof that the tenant refused or neglected to make the  
21 first payment of rent for the dwelling unit on demand after the payment  
22 was due.

23 (c) As used in this section,

24 (1) "abscond from a dwelling unit when payment of rent for  
25 the dwelling unit under a rental agreement is in default" means to leave  
26 the dwelling unit and remain absent for a continuous period of 30 days  
27 or longer without notifying the landlord under AS 34.03.150, provided  
28 that

29 (A) the tenancy is subject to a rental agreement which

1 complies with AS 34.03.150;

2 (B) payment of rent is in default during any continuous  
3 period of 30 days or longer during the period of absence;

4 (C) 30 days or longer of the period of absence occur  
5 before the tenancy would have terminated had there been no period  
6 of absence or default in the payment of rent;

7 (D) the tenant, at the time he leaves the dwelling unit,  
8 has not been notified by the landlord of the landlord's intention  
9 to terminate the rental agreement because of a default of the  
10 tenant; and

11 (E) the landlord has not received prepaid rent which  
12 could be applied to the amount of rent in default and which, if so  
13 applied, would equal or exceed the amount of rent in default;

14 (2) "dwelling unit", "rent", "rental agreement" and "tenant"  
15 have the meanings ascribed to them in AS 34.03.360.  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29