

Original sponsor: Commerce Committee

Offered: 4/6/77  
Referred: Judiciary

1 IN THE SENATE

BY THE COMMERCE COMMITTEE

2 CS FOR 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 for a tenant to make any payment of rent for a dwelling unit with a  
11 check, draft, or order drawn upon a bank or other depository knowing at  
12 the time of the making, drawing, uttering, or delivering that the maker  
13 or drawer does not have sufficient funds or credit with the bank or  
14 other depository for its payment in full, upon presentation, and without  
15 informing the payee or the person to whom it is delivered, at the time  
16 of the making, drawing, uttering, or delivering of it, that the maker or  
17 drawer does not have sufficient funds or credit with the bank or other  
18 depository for its payment in full, upon presentation.

19 (b) The making, drawing, uttering, or delivering of a check,  
20 draft, or order, payment of which is refused by the drawee, is prima  
21 facie evidence of the knowledge of insufficient funds or credit re-  
22 quired under (a) of this section if the maker or drawer has not

23 (1) paid the drawee the amount due with cost and protest  
24 fees within two days after receiving notice that the check, draft, or  
25 order has not been paid by the drawee; or

26 (2) paid the payee the amount due within two days after re-  
27 ceiving notice that the check, draft, or order has not been paid by the  
28 drawee.

29 (c) It is a misdemeanor

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

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

6 (d) Proof that the tenant refused or neglected to make the first  
7 payment of rent for the dwelling unit on demand after the payment was  
8 due is prima facie evidence of the fraudulent intent required under  
9 (c)(1) of this section.

10 (e) As used in this section,

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

16 (A) the tenancy is subject to a rental agreement which  
17 complies with AS 34.03.150;

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

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

23 (D) the tenant, at the time he leaves the dwelling unit,  
24 has not been notified by the landlord of the landlord's intention  
25 to terminate the rental agreement because of a default of the  
26 tenant; and

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

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(2) "dwelling unit", "rent", "rental agreement" and "tenant" have the meanings ascribed to them in AS 34.03.360.