

Introduced: 1/16/79
Referred: Commerce and
Judiciary

1 IN THE SENATE

BY BRADLEY

2 SENATE BILL NO. 36

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 ELEVENTH 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 34.03 is amended by adding a new section to article 6 to
9 read:

10 Sec. 34.03.285. DEFRAUDING A LANDLORD. (a) It is a misdemeanor
11 for a tenant to issue a check in payment of rent for a dwelling unit
12 knowing that the check will not be honored by the drawee. In a pro-
13 secution under this subsection, it is a prima facie evidence that the
14 drawer knew the check would not be honored by the drawee if

15 (1) payment of the check was refused by the drawee for lack
16 of funds upon presentation within 30 days after issue, and the drawer
17 failed to make full satisfaction of the amount due within 15 days after
18 notice of dishonor was deposited as first class mail, addressed to the
19 drawer at the address appearing on the dishonored check or his last
20 known address; or

21 (2) the drawer had no account with the drawee at the time the
22 check was issued.

23 (b) It is a misdemeanor

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

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

29 (c) Proof that the tenant refused or neglected to make the first

1 payment of rent for the dwelling unit on demand after the payment was
2 due is prima facie evidence of the fraudulent intent required under
3 (b)(1) of this section.

4 (d) As used in this section,

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

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

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

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

17 (D) the tenant, at the time he leaves the dwelling unit,
18 has not been notified by the landlord of the landlord's intention
19 to terminate the rental agreement because of a default of the
20 tenant; and

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

24 (2) "amount due" means the face amount of the dishonored
25 check plus all costs and protest fees assessed by the drawee;

26 (3) "check" means a draft, check, or similar sight order for
27 the payment of money, but does not include a postdated check or a pro-
28 missory note;

29 (4) a person "issues" a check when as a drawer he delivers it

1 or causes it to be delivered to a person who thereby acquires a right
2 against the drawer with respect to the check; a person who draws a check
3 with the intent that it be so delivered is considered to have issued it
4 if the delivery occurs.
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