

HOUSE CS FOR CS FOR SENATE BILL NO. 35 (JUDICIARY)

IN THE LEGISLATURE OF THE STATE OF ALASKA

SEVENTEENTH LEGISLATURE - SECOND SESSION

BY THE HOUSE JUDICIARY COMMITTEE

Offered: 2/19/92

Referred: Finance

Sponsor(s): SENATORS POURCHOT, Halford

REPRESENTATIVE Zawacki

A BILL

FOR AN ACT ENTITLED

1 "An Act relating to termination of tenancies and recovery of rental premises for
2 nonpayment of rent and certain illegal activities, to tenant responsibilities, to the civil
3 remedies of forcible entry and detainer and nuisance abatement, and to the duties of peace
4 officers to notify landlords of arrests involving certain illegal activity on rental premises;
5 and providing for an effective date."

6 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

7 * **Section 1.** AS 04.21 is amended by adding a new section to read:

8 Sec. 04.21.075. NOTICE TO LANDLORD FOLLOWING ARREST. (a) A peace officer
9 who arrests a person for illegal activity involving alcoholic beverages on premises that the peace
10 officer believes are occupied by a person who is not the owner of the premises shall

11 (1) make a reasonable attempt to discover the identity of the owner of the
12 premises; and

13 (2) notify the owner of the person's arrest

1 (A) in person; or

2 (B) in writing, at the last address listed on the assessment roll maintained
3 by the municipality under AS 29.45.160 if the premises are located within a municipality
4 that levies and collects a property tax; if an address is not available, notice of the person's
5 arrest may be sent to the property owner at any other address known to the peace officer.

6 (b) In this section, "illegal activity involving alcoholic beverages" has the meaning given
7 in AS 34.03.360.

8 * Sec. 2. AS 09.45.090 is amended to read:

9 Sec. 09.45.090. UNLAWFUL HOLDING BY FORCE. The following are cases of
10 unlawful holding by force within the meaning of AS 09.45.060 - 09.45.160:

11 (1) when the tenant or person in possession of a premises

12 (A) fails to pay rent in full for the first rental period under a rental
13 agreement; for premises to which the provisions of AS 34.03 (Uniform Residential
14 Landlord and Tenant Act) apply, notice provided under AS 34.03.220(e) by the
15 person seeking to recover possession of the premises satisfies the notice requirements
16 of AS 09.45.060 - 09.45.110;

17 (B) other than a person described in (A) of this paragraph fails or
18 refuses to pay within five days the rent due on the lease or agreement under which the
19 tenant or person holds, or fails to deliver up the possession of the premises within five
20 [FOR 10] days after demand made in writing for the possession; for premises to which
21 the provisions of AS 34.03 (Uniform Residential Landlord and Tenant Act) apply,
22 notice provided under AS 34.03.220(b) by the person seeking to recover possession
23 of the premises satisfies the notice requirements of this subparagraph;

24 (C) violates AS 34.03.120(b) or AS 34.05.100(a) and, after a notice to
25 quit as provided in AS 09.45.100, the tenant or person in possession of the premises
26 fails or refuses to deliver up the possession of the premises within five days after
27 demand made in writing for the possession; or

28 (D) abandons the premises and the landlord initiates an action under
29 AS 34.03.230(b) to terminate the rental agreement; when the landlord initiates an
30 action under AS 34.03.230(b), the landlord shall give five days notice to quit in the
31 manner authorized by AS 09.45.100, and the notice given satisfies the notice

1 requirements of AS 09.45.060 - 09.45.110:

2 (2) when, after a notice to quit as provided in AS 09.45.100 [AS 09.45.060 -
3 09.45.160], a person continues in [THE] possession of the premises

4 (A) at the expiration of the time limited in the lease or agreement under
5 which that person holds;

6 (B) [, OR] contrary to a condition or covenant in the lease or agreement,
7 including the breach of a condition or covenant set out in AS 34.03.120(a) but not
8 including a condition or covenant relating to nonpayment of rent, or the prohibition
9 set out in AS 34.03.120(b) or AS 34.05.100(a); for premises to which the provisions
10 of AS 34.03 (Uniform Residential Landlord and Tenant Act) apply, notwithstanding
11 AS 09.45.110, the notice requirements of this subparagraph are satisfied

12 (i) by the notice provided under AS 34.03.220(a) by the person
13 seeking to recover possession of the premises to a tenant who has failed to
14 pay utility services if the utility has discontinued service;

15 (ii) by the notice provided under AS 34.03.220(g) by the person
16 seeking to recover possession of the premises to a tenant who has breached
17 the obligation imposed by AS 34.03.120(a)(8); or

18 (C) without a written lease or agreement;

19 (3) when, except as otherwise provided in this section, after a notice to
20 terminate the tenancy or after receipt of an order of abatement under AS 09.50.210(a), [AS
21 PROVIDED IN THIS TITLE WITH REFERENCE TO TERMINATION OF ESTATE AT WILL
22 OR BY SUFFERANCE] a person continues in possession of the premises after expiration of the
23 time for determining the tenancy.

24 * Sec. 3. AS 09.45.100 is amended to read:

25 Sec. 09.45.100. REQUISITES OF NOTICE TO QUIT. A notice to quit shall be in
26 writing and shall be served upon the tenant or person in possession by being

27 (1) delivered to the tenant or person;

28 (2) [OR] left at the premises and sent to the tenant or person by mail; [IN
29 CASE OF ABSENCE FROM THE PREMISES,] or

30 (3) [THE NOTICE MAY BE] sent by registered or certified mail [, IN WHICH
31 CASE AN ADDITIONAL THREE DAYS SHALL BE ADDED TO THE 10 DAYS].

1 * Sec. 4. AS 09.45.100 is amended by adding a new subsection to read:

2 (b) If notice is provided by mail under (a)(3) of this section, an additional three days
3 shall be added to the required number of days of notice.

4 * Sec. 5. AS 09.45.110 is amended to read:

5 Sec. 09.45.110. PERIOD BETWEEN SERVICE OF NOTICE AND ACTION
6 BROUGHT. An action for the recovery of the possession of the premises may be maintained

7 (1) in the cases specified in AS 09.45.090(2), when the notice to quit has been
8 served upon the tenant or person in possession for the period of 10 days before the
9 commencement of the action unless the leasing or occupation is for the purpose of farming or
10 agriculture, in which case the notice shall be served 90 days before commencement of the action;

11 (2) in the cases specified in AS 09.45.090(3), when the notice to quit has been
12 served upon the tenant or person in possession for a period of 24 hours before the
13 commencement of the action.

14 * Sec. 6. AS 09.45.120 is amended to read:

15 Sec. 09.45.120. SUMMONS AND CONTINUANCE. Summons in actions for forcible
16 entry and detainer shall be served not less than two [NOR MORE THAN FOUR] days before
17 the date of trial. A [NO] continuance may not [SHALL] be granted for a longer period than two
18 days unless the defendant applying for the continuance gives an undertaking to the adverse party,
19 with sureties approved by the court conditioned to the payment of the rent that may accrue if
20 judgment is rendered against the defendant.

21 * Sec. 7. AS 09.45 is amended by adding a new section to read:

22 Sec. 09.45.125. ORDER. If, after trial, the court finds and enters judgment against the
23 tenant or person in possession, the court shall enter an order to vacate directed to the tenant or
24 person in possession and, at the request of the person recovering possession of the premises, at
25 the same time or at any later date may issue a writ of assistance to a peace officer to secure that
26 officer's assistance in serving and enforcing the order to vacate.

27 * Sec. 8. AS 09.45 is amended by adding a new section to read:

28 Sec. 09.45.135. ACTION AGAINST TENANT OCCUPYING PREMISES ABATED AS
29 NUISANCE. In an action under AS 09.45.060 - 09.45.160 against a tenant or person in
30 possession of premises for which an order of abatement has been entered under AS 09.50.210(a),
31 a certified copy of the order of abatement is prima facie evidence of unlawful holding of the

1 premises by force by a person who remains on the premises.

2 * Sec. 9. AS 09.50.170 is amended to read:

3 Sec. 09.50.170. ABATEMENT OF PLACES USED FOR CERTAIN ACTS [IMMORAL
4 ACT]. A person who erects, establishes, continues, maintains, uses, owns, or leases a building,
5 structure, or other place used for one of the following activities [THE PURPOSES OF
6 LEWDNESS, ASSIGNATION, OR PROSTITUTION OR ANY OTHER IMMORAL ACT] is
7 guilty of maintaining a nuisance, and the building, structure, or place, or the ground itself in or
8 upon which or in any part of which the activity [LEWDNESS, ASSIGNATION, OR
9 PROSTITUTION] is conducted, permitted, [OR] carried on, continues, or exists, and its [THE]
10 furniture, fixtures, and other contents, constitute a nuisance and may be enjoined and abated:

11 (1) prostitution; or

12 (2) an illegal activity involving

13 (A) alcoholic beverages;

14 (B) a controlled substance;

15 (C) an imitation controlled substance; or

16 (D) promoting gambling in the first degree.

17 * Sec. 10. AS 09.50.170 is amended by adding a new subsection to read:

18 (b) In this section, "illegal activity involving alcoholic beverages," "illegal activity
19 involving a controlled substance," "illegal activity involving an imitation controlled substance,"
20 and "illegal activity involving promoting gambling in the first degree" have the meanings given
21 in AS 34.03.360.

22 * Sec. 11. AS 09.50 is amended by adding a new section to read:

23 Sec. 09.50.175. ADMISSIBILITY OF EVIDENCE TO PROVE NUISANCE. In an
24 action brought under AS 09.50.170(a), the court may consider evidence of reputation within a
25 community to prove the existence of a nuisance.

26 * Sec. 12. AS 09.50.210 is amended to read:

27 Sec. 09.50.210. ORDER OF ABATEMENT. (a) If the court finds and enters [UPON]
28 judgment that a nuisance exists, the court shall enter an order of abatement. The order of
29 abatement shall direct

30 (1) termination of the lease or rental agreement, if any, on the premises
31 subject to the order of abatement, if the tenant who occupies under the lease or rental

1 agreement has been given notice of the proceedings under AS 09.50.170 - 09.50.240:

2 (2) [BE ENTERED DIRECTING] the removal from the building or place of the
3 fixtures, furniture, and movable property used in the nuisance and their sale in the manner
4 provided for the sale of chattels under execution;

5 (3) [. THE ORDER SHALL ALSO DIRECT] the closing of the building or place
6 against its use for any purpose for a period of one year unless sooner released.

7 (b) A person who breaks and enters or uses a building, structure, or other place [SO]
8 directed to be closed by an order entered under (a)(3) of this section is guilty of contempt and
9 shall be punished for contempt as provided in AS 09.50.200.

10 * Sec. 13. AS 09.50.230 is amended to read:

11 Sec. 09.50.230. RELEASE OF PREMISES TO OWNER. (a) The court may order
12 premises abated under AS 09.50.210 delivered to the owner and cancel the order of
13 abatement if [IF] the owner of the premises

14 (1) has not been guilty of a contempt in the proceedings;

15 (2) [, AND] appears and pays all costs, fees, and allowances that [WHICH] are
16 a lien on the premises; [,] and

17 (3) files a bond with sureties approved by the court in an amount [THE FULL
18 VALUE OF THE PROPERTY AS] determined by the court to the effect that the owner will
19 abate the nuisance that exists at the building or place and prevent the nuisance from being
20 established within a period of one year thereafter [, THE COURT MAY ORDER THE
21 PREMISES TO BE DELIVERED TO THE OWNER AND CANCEL THE ORDER OF
22 ABATEMENT].

23 (b) The lease of the property does not release it from a judgment, lien, penalty, or
24 liability to which it may be subject by law.

25 (c) A cancellation of the order of abatement does not affect a termination of a lease
26 or rental agreement made under AS 09.50.210(a)(1).

27 * Sec. 14. AS 17.30 is amended by adding a new section to read:

28 Sec. 17.30.160. NOTICE TO LANDLORD FOLLOWING ARREST. (a) A peace
29 officer who arrests a person for illegal activity involving a controlled substance or illegal activity
30 involving an imitation controlled substance on premises that the peace officer believes are
31 occupied by a person who is not the owner of the premises shall

1 (1) make a reasonable attempt to discover the identity of the owner of the
2 premises; and

3 (2) notify the owner of the person's arrest

4 (A) in person; or

5 (B) in writing, at the last address listed on the assessment roll maintained
6 by the municipality under AS 29.45.160 if the premises are located within a municipality
7 that levies and collects a property tax; if an address is not available, notice of the person's
8 arrest may be sent to the property owner at any other address known to the peace officer.

9 (b) In this section, "illegal activity involving a controlled substance" and "illegal activity
10 involving an imitation controlled substance" have the meanings given in AS 34.03.360.

11 * Sec. 15. AS 34.03.070(a) is amended to read:

12 (a) A landlord may not demand or receive prepaid rent or a security deposit, however
13 denominated, in an amount or value in excess of two months' periodic rent. **This section does**
14 **not apply to rental units where the rent exceeds \$1,500 a month.**

15 * Sec. 16. AS 34.03.070(g) is amended to read:

16 (g) If the landlord or tenant gives notice that complies with AS 34.03.290 **and the tenant**
17 **has provided the landlord with a current address**, the landlord shall mail the written notice
18 and refund required by (b) of this section within 14 days after the tenancy is terminated and
19 possession is delivered by the tenant. **The landlord shall mail the written notice and refund**
20 **required by (b) of this section to the address provided by the tenant.** If **the tenant has**
21 **provided the landlord with a current address but** the tenant does not give notice that complies
22 with AS 34.03.290, the landlord shall mail the written notice and refund required by (b) of this
23 section within 30 days after the tenancy is terminated, possession is delivered by the tenant, or
24 the landlord becomes aware that the dwelling unit is abandoned. **The landlord shall mail the**
25 **written notice and refund required by (b) of this section to the address provided by the**
26 **tenant.** If the landlord does not know the mailing address of the tenant, but knows or has reason
27 to know how to contact the tenant to give the notice required by (b) of this section, the landlord
28 shall make a reasonable effort to deliver the notice and refund to the tenant.

29 * Sec. 17. AS 34.03.100(c) is amended to read:

30 (c) The landlord and tenant of a one- or two-family residence may agree in writing that
31 the tenant perform the landlord's duties specified in (a)(4), (5), (6), and (7) of this section. **A**

1 tenant may agree to perform the duties specified in (a)(3) of this section in rental units
2 where the rent exceeds \$1,500 a month. They may also agree in writing that the tenant
3 perform specified repairs, maintenance tasks, alterations, and remodeling, but the tenant may
4 not agree to maintain elevators in good and safe working order. Agreements are allowed
5 under this subsection only if the transaction is entered into in good faith and not for the purpose
6 of evading the obligations of the landlord.

7 * Sec. 18. AS 34.03.120 is amended to read:

8 Sec. 34.03.120. TENANT OBLIGATIONS [TO MAINTAIN DWELLING UNIT]. The
9 tenant [SHALL]

10 (1) shall keep that part of the premises occupied and used by the tenant as clean
11 and safe as the condition of the premises permit;

12 (2) shall dispose all ashes, rubbish, garbage, and other waste from the dwelling
13 unit in a clean and safe manner;

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

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

19 (5) may not deliberately or negligently destroy, deface, damage, impair, or
20 remove a part of the premises or knowingly permit any person to do so;

21 (6) may not unreasonably disturb, or permit others on the premises with the
22 tenant's consent to unreasonably disturb, a neighbor's peaceful enjoyment of the premises; [AND]

23 (7) shall maintain smoke detection devices as required under
24 AS 18.70.095; and

25 (8) except in an emergency when the landlord cannot be contacted after
26 reasonable effort to do so, may not change the locks on doors of the premises without first
27 securing the written agreement of the landlord and, immediately after changing the locks,
28 providing the landlord a set of keys to all doors for which locks have been changed; in an
29 emergency, the tenant may change the locks and shall, within five days, provide the
30 landlord a set of keys to all doors for which locks have been changed and written notice of
31 the change.

1 * Sec. 19. AS 34.03.120 is amended by adding a new subsection to read:

2 (b) The tenant may not knowingly engage at the premises in an illegal activity involving
3 alcoholic beverages, an illegal activity involving a controlled substance, an illegal activity
4 involving an imitation controlled substance, or an illegal activity involving promoting gambling
5 in the first degree, or knowingly permit others in the premises to engage in one or more of those
6 activities at the rental premises.

7 * Sec. 20. AS 34.03.140(a) is amended to read:

8 (a) The tenant may not unreasonably withhold consent to the landlord to enter into the
9 dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations,
10 alterations, or improvements, supply necessary or agreed services, remove personal property
11 belonging to the landlord that is not covered by a written rental agreement, or exhibit the
12 dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

13 * Sec. 21. AS 34.03.140(c) is amended to read:

14 (c) A landlord may not abuse the right of access or use it to harass the tenant. Except
15 in case of emergency or if it is impracticable to do so, the landlord shall give the tenant at least
16 24 hours notice of intention to enter. If, after a landlord provides notice under this subsection
17 of the landlord's intent to enter, a tenant unreasonably withholds consent for the landlord
18 to enter the dwelling unit, the landlord may post written notice of the landlord's intent to
19 enter the premises on the door of the dwelling unit and enter 24 hours after posting the
20 notice [AND MAY ENTER ONLY AT REASONABLE TIMES AND WITH THE TENANT'S
21 CONSENT].

22 * Sec. 22. AS 34.03.140(d) is amended to read:

23 (d) The landlord does not have a [HAS NO OTHER] right to access

24 (1) except

25 (A) as permitted by this section;

26 (B) by court order; or

27 (C) [, AND] as permitted by AS 34.03.230(b); [,] or

28 (2) unless [IF] the tenant has abandoned or surrendered the premises.

29 * Sec. 23. AS 34.03.220(a) is amended to read:

30 (a) Except as provided in this chapter, if there is a material noncompliance by the tenant
31 with the rental agreement or noncompliance with AS 34.03.120(a)(1) - (7) [AS 34.03.120]

1 materially affecting health and safety, the landlord may deliver a written notice to the tenant
2 specifying the acts and omissions constituting the breach and specifying that the rental agreement
3 will terminate upon a date not less than 20 days after receipt of the notice. If the breach is not
4 remedied in 10 days, the rental agreement terminates as provided in the notice subject to the
5 provisions of this section. If a public utility providing electricity, natural gas, or water to
6 the premises occupied by the tenant discontinues the service to the premises for the failure
7 of the tenant to pay for the utility service, the landlord may deliver a written notice to the
8 tenant advising that the tenancy will terminate five days after the tenant's receipt of the
9 notice. If, within three days from the receipt of the notice, the tenant reinstates the
10 discontinued service and repays the landlord for any amounts paid by the landlord to
11 reinstate service, and if damage did not occur to the rental unit as a result of the
12 discontinuance of service [IF THE BREACH IS REMEDIABLE BY REPAIRS OR THE
13 PAYMENT OF DAMAGES OR OTHERWISE AND THE TENANT ADEQUATELY
14 REMEDIES THE BREACH BEFORE THE DATE SPECIFIED IN THE NOTICE], the rental
15 agreement will not terminate. In the absence of due care by the tenant, if substantially the same
16 act or omission that constituted a prior noncompliance under this subsection for [OF] which
17 notice was given recurs within six months, the landlord may terminate the rental agreement upon
18 at least three [10] days written notice specifying the breach and the date of termination of the
19 rental agreement.

20 * Sec. 24. AS 34.03.220(b) is amended to read:

21 (b) If rent is unpaid when due and the tenant fails to pay rent in full within five [10]
22 days after written notice by the landlord of nonpayment and the intention to terminate the rental
23 agreement if the rent is not paid within that period of time, the tenancy terminates unless the
24 landlord agrees to allow the tenant to remain in occupancy, and the landlord may terminate the
25 rental agreement and immediately recover possession of the rental unit. Only [; ONLY] one
26 written notice of default need be given the tenant by the landlord as to any one default. A
27 landlord who has given written notice to the tenant under this subsection may accept a
28 partial payment of the rent due under the rental agreement and extend the date for the
29 eviction accordingly.

30 * Sec. 25. AS 34.03.220 is amended by adding new subsections to read:

31 (d) An order of abatement entered by a court under AS 09.50.170 terminates a rental

1 agreement on the premises subject to the order of abatement.

2 (e) Notwithstanding (b) of this section, a person who has not paid rent in full for the first
3 rental period under a rental agreement does not acquire a right to the use of the premises beyond
4 that portion of the period equitably earned by the amount of rent actually paid, and the person
5 is subject to eviction at the end of that period on 24 hours notice given under AS 09.45.100(a)(1)
6 or (2).

7 (f) A person whose use of premises is based solely on rights acquired by a tenant, and
8 who has not individually acquired the rights of a tenant under this chapter, does not acquire rights
9 under this chapter as a result of being present on the premises.

10 (g) If there is a noncompliance by the tenant with AS 34.03.120(a)(8), the landlord may
11 terminate the rental agreement by giving to the tenant written notice to quit as provided in
12 AS 09.45.100(a)(1) or (2). If the tenant fails or refuses to deliver up possession of the premises
13 within five days, the landlord may recover possession of the premises.

14 * Sec. 26. AS 34.03.230(b) is amended to read:

15 (b) During an absence of the tenant in excess of seven days, the landlord may enter the
16 dwelling unit at times reasonably necessary as provided in AS 34.03.140. The landlord may
17 reenter the dwelling unit and, if there is evidence that the tenant has abandoned the
18 dwelling unit, unless the landlord and tenant have made a specific agreement to the
19 contrary, the landlord may terminate the rental agreement.

20 * Sec. 27. AS 34.03.260(d) is amended to read:

21 (d) The landlord is not liable [MAY NOT BE HELD TO RESPOND] in damages in an
22 action by a tenant claiming loss by reason of the landlord's storage [ELECTION], destruction,
23 or disposition of property under this section. A [, OR SALE. IF, HOWEVER, THE] landlord
24 who deliberately or negligently violates the provisions of this section [, THE LANDLORD] is
25 liable for actual damages and penal damages of an amount not to exceed actual damages.

26 * Sec. 28. AS 34.03.360 is amended by adding new paragraphs to read:

27 (19) "illegal activity involving alcoholic beverages" means a person's delivery of
28 an alcoholic beverage in violation of AS 04.11.010(b) in an area where the results of a local
29 option election have, under AS 04.11.490 - 04.11.500, prohibited the Alcoholic Beverage Control
30 Board from issuing, renewing, or transferring a liquor license or permit under AS 04;

31 (20) "illegal activity involving a controlled substance" means a violation of

1 AS 11.71.010(a), 11.71.020(a), 11.71.030(a)(1), 11.71.030(a)(2), 11.71.040(a)(1), 11.71.040(a)(2),
2 or 11.71.040(a)(5);

3 (21) "illegal activity involving an imitation controlled substance" means a
4 violation of AS 11.73.010 - 11.73.030;

5 (22) "illegal activity involving promoting gambling in the first degree" means a
6 violation of AS 11.66.210.

7 * **Sec. 29.** AS 34.05 is amended by adding a new section to read:

8 **ARTICLE 3. ILLEGAL ACTIVITIES IN NONRESIDENTIAL PREMISES.**

9 **Sec. 34.05.100. TENANT RESPONSIBILITIES IN PREMISES OTHER THAN**
10 **DWELLING UNITS.** (a) In rented premises other than premises to which the provisions of
11 AS 34.03 apply, the tenant may not knowingly engage at the premises in an illegal activity
12 involving alcoholic beverages, an illegal activity involving a controlled substance, an illegal
13 activity involving an imitation controlled substance, or illegal activity involving promoting
14 gambling in the first degree, or knowingly permit others in the premises to engage in one or more
15 of those activities at the rental premises.

16 (b) If there is noncompliance with (a) of this section, a person may seek relief under
17 AS 09.50.170 - 09.50.240.

18 (c) An order of abatement entered by a court under AS 09.50.170 against premises under
19 this section terminates a rental agreement on the premises subject to the order of abatement.

20 (d) In this section, "dwelling unit," "illegal activity involving alcoholic beverages,"
21 "illegal activity involving a controlled substance," "illegal activity involving an imitation
22 controlled substance," and "illegal activity involving promoting gambling in the first degree" have
23 the meanings given in AS 34.03.360.

24 * **Sec. 30. APPLICABILITY.** To the extent required by the state or federal constitutions, this Act
25 does not apply to leases or rental agreements entered into before the effective date of this Act.

26 * **Sec. 31.** This Act takes effect July 1, 1993.