

CS FOR HOUSE BILL NO. 222(FIN)
IN THE LEGISLATURE OF THE STATE OF ALASKA
EIGHTEENTH LEGISLATURE - SECOND SESSION

BY THE HOUSE FINANCE COMMITTEE

Offered: 4/15/94

Referred: Rules

Sponsor(s): REPRESENTATIVES JAMES, Porter

A BILL

FOR AN ACT ENTITLED

1 "An Act relating to landlords and tenants and to the applicability of the Uniform
2 Residential Landlord and Tenant Act, to termination of tenancies and recovery
3 of rental premises, to tenant responsibilities, and to the civil remedies of forcible
4 entry and detainer and nuisance abatement; and amending Rule 62(a) of the
5 Alaska Rules of Civil Procedure and Rule 24(a) of the Alaska District Court
6 Rules of Civil Procedure."

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

8 * Section 1. AS 09.45.090 is repealed and reenacted to read:

9 Sec. 09.45.090. UNLAWFUL HOLDING BY FORCE. (a) For property to
10 which the provisions of AS 34.03 (Uniform Residential Landlord and Tenant Act)
11 apply, unlawful holding by force includes each of the following:

12 (1) when, for failure or refusal to pay rent due on the lease or
13 agreement under which the tenant or person holds, and after service, under

1 AS 09.45.100(b), of the written notice required by AS 34.03.220(b) by the landlord for
2 recovery of possession of the premises if the rent is not paid, the tenant or person in
3 possession fails or refuses to vacate or pay the rent within 10 days;

4 (2) when,

5 (A) after a violation of a condition or covenant set out in
6 AS 34.03.120(a), other than a breach of AS 34.03.120(a)(5) due to the
7 deliberate infliction of substantial damage to the premises, or after a breach or
8 violation of a condition or covenant in a lease or rental agreement, and
9 following service of written notice to quit, the tenant fails or refuses to remedy
10 the breach or to deliver up the possession of the premises within the number
11 of days provided for termination under AS 34.03.220(a)(2);

12 (B) after a violation of AS 34.03.120(a)(5) by deliberate
13 infliction of substantial damage to the premises, following service of written
14 notice to quit, the tenant fails or refuses to deliver up the possession of the
15 premises by the date set out in the written notice to quit under
16 AS 34.03.220(a)(1);

17 (C) the landlord requires the tenant to vacate the premises for
18 a reason set out in AS 34.03.310(c)(2) or (c)(4) - (7), following service of
19 written notice to quit, the tenant fails or refuses to deliver up the possession of
20 the premises within the longer of 30 days or the period of notice for the
21 landlord's recovery of possession of the premises set out in the rental
22 agreement;

23 (D) in a mobile home park, there is to be a change in the use
24 of land for which termination of tenancy is authorized by AS 34.03.225(a)(4),
25 following service of written notice to quit, the mobile home dweller or tenant
26 fails or refuses to vacate within the number of days provided for termination
27 under AS 34.03.225(a)(4);

28 (E) after termination of a periodic tenancy as prescribed by
29 AS 34.03.290(a) or (b), following service of written notice to quit, the tenant
30 remains in possession without the landlord's consent after expiration of the
31 term of the rental agreement or after the date of its expiration;

1 (F) after the tenant has violated AS 34.03.120(b) or the tenant
2 has used the dwelling unit or allowed the dwelling unit to be used for an illegal
3 purpose in violation of AS 34.03.310(c)(3), other than a breach of
4 AS 34.03.120(b), following service of written notice to quit, the tenant fails or
5 refuses to deliver up the possession of the premises within five days; or

6 (G) following service of written notice to quit, a person in
7 possession continues in possession of the premises without a valid rental
8 agreement, as that term is defined in AS 34.03.360, and without the consent of
9 the landlord; or

10 (3) when, without a notice to quit, a tenant or person in possession
11 continues in possession of the premises after the tenancy has been terminated by
12 issuance of an order of abatement under AS 09.50.210(a).

13 (b) For property to which the provisions of AS 34.03 (Uniform Residential
14 Landlord and Tenant Act) do not apply, unlawful holding by force includes each of
15 the following:

16 (1) when, for failure or refusal to pay rent due on the lease or
17 agreement under which the tenant or person in possession holds, after service, under
18 AS 09.45.100(c), of demand made in writing by the landlord for the possession of the
19 premises if the rent is not paid, the tenant or person in possession fails or refuses to
20 vacate or pay the rent due within 10 days;

21 (2) when, following service of a written notice to quit,

22 (A) after the tenant or person in possession has breached or
23 violated a condition or covenant of the lease or rental agreement other than
24 breach of a covenant or condition set out in (B) of this paragraph, the tenant
25 or person in possession of a premises fails or refuses to deliver up the
26 possession of the premises within 10 days;

27 (B) after the tenant or person in possession has deliberately
28 inflicted substantial damage to the premises, the tenant or person in possession
29 of a premises fails or refuses to deliver up the possession of the premises on
30 the date required by the landlord; the date specified may not be less than 24
31 hours after demand for possession of the premises by the landlord;

1 (C) after the tenant or person in possession has violated
2 AS 34.05.100(a) or has used the premises for or allowed the premises to be
3 used for an illegal purpose, the tenant or person in possession fails or refuses
4 to deliver up the possession of the premises within five days;

5 (D) for premises the lease or occupation of which is primarily
6 for the purpose of farming or agriculture, after the tenant or person in
7 possession has violated of AS 34.05.025, other than a violation that is a breach
8 under (B) or (C) of this paragraph, the tenant fails or refuses to deliver up
9 possession of the premises within 30 days;

10 (E) a tenancy based upon an estate at will terminates, and the
11 tenant or person in possession continues in possession of the premises; or

12 (F) a person in possession continues in possession of the
13 premises

14 (i) at the expiration of the time limited in the lease or
15 agreement under which that person holds; or

16 (ii) without a written lease or agreement and without the
17 consent of the landlord; or

18 (3) when, without a notice to quit, a tenant or person in possession
19 continues in the possession of the premises after the tenancy has been terminated by
20 issuance of an order of abatement under AS 09.50.210(a).

21 (c) When a landlord who is required to provide written notice to a tenant or
22 person in possession under (a) or (b) of this section, provides notice by mail,
23 notwithstanding any other provision of law, three days must be added to the period set
24 out in (a) or (b) of this section to determine the date on and after which the tenant or
25 person in possession unlawfully holds by force.

26 * Sec. 2. AS 09.45.100 is amended to read:

27 Sec. 09.45.100. [REQUISITES OF] NOTICE TO QUIT. (a) Except where
28 service of written notice is made under AS 09.45.090(a)(1) or (b)(1), or except
29 when notice to quit is not required by AS 09.45.090(a)(3) or (b)(3), a person
30 entitled to the premises who seeks to recover possession of the premises may not
31 commence and maintain an action to recover possession of premises under

1 **AS 09.45.060 - 09.45.160 unless the person first gives a notice to quit to the person**
2 **in possession.**

3 **(b) To recover possession of premises after a tenant or person in**
4 **possession has failed or refused to pay rent due, for purposes of (c) of this section.**
5 **AS 09.45.110 and AS 34.03.310(c), service of the written notice required by**
6 **AS 34.03.220(b) or of a demand in writing for possession of the premises**
7 **constitutes notice to quit, and service of a separate notice to quit is not required.**

8 **(c) A notice to quit shall be in writing and shall be served upon the tenant or**
9 **person in possession by being**

10 **(1) delivered to the tenant or person;**

11 **(2) [OR] left at the premises in case of absence from the premises; [,]**

12 or

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

16 * Sec. 3. AS 09.45 is amended by adding a new section to read:

17 **Sec. 09.45.105. CONTENT OF NOTICE TO QUIT. Notice to quit served**
18 **upon the tenant or person in possession must**

19 **(1) state**

20 **(A) the nature of the breach or violation of the lease or rental**
21 **agreement or other reason for termination of the tenancy of the tenant or person**
22 **in possession;**

23 **(B) in circumstances in which the breach or violation described**
24 **in (A) of this paragraph may be corrected by the tenant or person in possession**
25 **to avoid the termination of the tenancy, the nature of the remedial action to be**
26 **taken, and the date and time by which the corrective actions must be completed**
27 **in order to avoid termination of the tenancy;**

28 **(C) the date and time when the tenancy of the tenant or person**
29 **in possession under the lease or rental agreement will terminate;**

30 **(2) direct the tenant or person in possession to quit the premises not**
31 **later than the date and time of the termination of the tenancy; and**

1 (3) give notice to the tenant or person in possession that, if the tenancy
2 terminates and the tenant or person in possession continues to occupy the premises, the
3 landlord may commence a civil action to remove the tenant or person and recover
4 possession.

5 * Sec. 4. AS 09.45.110 is repealed and reenacted to read:

6 Sec. 09.45.110. TIME WHEN ACTION TO RECOVER POSSESSION MAY
7 BE BROUGHT. An action for the recovery of the possession of the premises may be
8 commenced on or after the date the tenant or person in possession unlawfully holds
9 possession of the dwelling unit or rental premises by force, as determined under
10 AS 09.45.090.

11 * Sec. 5. AS 09.45 is amended by adding a new section to read:

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

18 * Sec. 6. AS 09.45 is amended by adding a new section to read:

19 Sec. 09.45.135. ACTION AGAINST TENANT OCCUPYING PREMISES
20 ABATED AS NUISANCE. In an action under AS 09.45.060 - 09.45.160 against a
21 tenant or person in possession of premises for which an order of abatement has been
22 entered under AS 09.50.210(a), a certified copy of the order of abatement is prima
23 facie evidence of unlawful holding of the premises by force by a person who remains
24 on the premises.

25 * Sec. 7. AS 09.50.170 is amended to read:

26 Sec. 09.50.170. ABATEMENT OF PLACES USED FOR CERTAIN ACTS
27 [IMMORAL ACT]. A person who erects, establishes, continues, maintains, uses,
28 owns, or leases a building, structure, or other place used for one of the following
29 activities [THE PURPOSES OF LEWDNESS, ASSIGNATION, OR PROSTITUTION
30 OR ANY OTHER IMMORAL ACT] is guilty of maintaining a nuisance, and the
31 building, structure, or place, or the ground itself in or upon which or in any part of

1 which the activity [LEWDNESS, ASSIGNATION, OR PROSTITUTION] is
2 conducted, permitted, [OR] carried on, continues, or exists, and its [THE] furniture,
3 fixtures, and other contents, constitute a nuisance and may be enjoined and abated;

4 (1) prostitution;

5 (2) an illegal activity involving a place of prostitution; or

6 (3) an illegal activity involving

7 (A) alcoholic beverages;

8 (B) a controlled substance; or

9 (C) an imitation controlled substance.

10 * Sec. 8. AS 09.50.170 is amended by adding a new subsection to read:

11 (b) In this section, "illegal activity involving alcoholic beverages," "illegal
12 activity involving a controlled substance," "illegal activity involving an imitation
13 controlled substance," "illegal activity involving a place of prostitution," and
14 "prostitution" have the meanings given in AS 34.03.360.

15 * Sec. 9. AS 09.50 is amended by adding a new section to read:

16 Sec. 09.50.175. ADMISSIBILITY OF EVIDENCE TO PROVE NUISANCE.

17 In an action brought under AS 09.50.170(a) to prove the existence of a nuisance, the
18 court may consider

19 (1) evidence of reputation within a community;

20 (2) evidence derived from records of the courts of the state or of the
21 United States that relate to previous complaints concerning alleged violations of, and
22 to arrests for or convictions of violations of, laws based on activity set out in
23 AS 09.50.170.

24 * Sec. 10. AS 09.50.210 is amended to read:

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

28 (1) termination of the lease or rental agreement, if any, on the
29 premises subject to the order of abatement, if the tenant who occupies under the
30 lease or rental agreement has been given notice of the proceedings under
31 AS 09.50.170 - 09.50.240;

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

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

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

10 * Sec. 11. AS 09.50.230 is amended to read:

11 Sec. 09.50.230. RELEASE OF PREMISES TO OWNER. **(a)** The court may
12 order premises abated under AS 09.50.210 delivered to the owner and cancel the
13 order of 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
16 [WHICH] are a lien on the premises; [,] and

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

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

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

27 * Sec. 12. AS 34.03.020 is amended by adding a new subsection to read:

28 **(e)** If required by the landlord, the landlord and the tenant shall include within
29 the rental agreement, incorporate by reference in the rental agreement, or add as a
30 separate attachment to the rental agreement a premises condition statement, setting out
31 the condition of the premises, including fixtures but excluding reference to any of the

1 other contents of the premises, and, if applicable, a contents inventory itemizing or
2 describing all of the furnishings and other contents of the premises and specifying the
3 condition of each of them. In the premises condition statement and contents inventory,
4 the parties shall describe the premises and its contents at the commencement of the
5 term of the period of the occupancy covered by the rental agreement. When signed
6 by the parties, the premises condition statement and contents inventory completed
7 under this subsection become part of the rental agreement.

8 * Sec. 13. AS 34.03.070(b) is amended to read:

9 (b) Upon termination of the tenancy, property or money held by the landlord
10 as prepaid rent or as a security deposit may be applied to the payment of accrued rent
11 and the amount of damages that the landlord has suffered by reason of the tenant's
12 noncompliance with AS 34.03.120. ["DAMAGES" DOES NOT INCLUDE WEAR
13 RESULTING FROM ORDINARY USE OF THE PREMISES.] The accrued rent and
14 damages must be itemized by the landlord in a written notice mailed to the tenant's
15 last known address within the time limit prescribed by (g) of this section, together with
16 the amount due the tenant. In this subsection, "damages"

17 (1) means deterioration of the premises and, if applicable, of the
18 contents of the premises;

19 (2) does not include deterioration

20 (A) that is the result of the tenant's use of the premises by
21 normal, nonabusive living;

22 (B) caused by the landlord's failure to prepare for expected
23 conditions or by the landlord's failure to comply with an obligation of the
24 landlord imposed by this chapter.

25 * Sec. 14. AS 34.03.090 is amended to read:

26 Sec. 34.03.090. LANDLORD TO SUPPLY POSSESSION OF THE
27 DWELLING UNIT. At the commencement of the term the landlord shall deliver
28 possession of the premises to the tenant in compliance with the rental agreement and
29 AS 34.03.100. The landlord may, after serving a notice to quit under AS 09.45.100
30 - 09.45.105 to a person who is wrongfully in possession,

31 (1) bring an action for possession against any person wrongfully in

1 possession; and

2 ~~(2)~~ [MAY] recover the damages provided in AS 34.03.290.

3 * Sec. 15. AS 34.03.090 is amended by adding a new subsection to read:

4 (b) As a condition of delivery of possession of the premises to the tenant, the
5 landlord may require the tenant to acknowledge or verify by the tenant's signature the
6 accuracy of the premises condition statement and contents inventory prepared under
7 AS 34.03.020(e). Before requiring the tenant's signature, the landlord shall first advise
8 the tenant that the premises condition statement and contents inventory

9 (1) may be used by the landlord as the basis

10 (A) to determine whether prepaid rent or a security deposit shall
11 be applied to the payment of damages to the premises when authorized by
12 AS 34.03.070(b); and

13 (B) to compute the recovery of other damages to which the
14 parties may be entitled under this chapter; and

15 (2) is, in an action initiated by a party to recover damages or to obtain
16 other relief to which a party may be entitled under this chapter, presumptive evidence
17 of the condition of the premises and its contents at the commencement of the term of
18 the period of occupancy covered by the rental agreement.

19 * Sec. 16. AS 34.03.110(a) is amended to read:

20 (a) Unless otherwise agreed, a landlord who conveys premises that include a
21 dwelling unit subject to a rental agreement in a good faith sale to a bona fide
22 purchaser is relieved of liability under the rental agreement and this chapter as to
23 events occurring subsequent to written notice to the tenant of the conveyance.
24 However,

25 ~~(1)~~ the landlord remains liable to the tenant for the property and money
26 to which the tenant is entitled under AS 34.03.070, unless the property and money are
27 specifically assigned to and accepted by the purchaser; and

28 (2) the provisions of

29 (A) a premises condition statement prepared under
30 AS 34.03.020(e) between the landlord and the tenant remains valid as
31 between the purchaser and the tenant until a new premises condition

1 statement is entered into between the purchaser and the tenant; and
2 (B) a contents inventory prepared under AS 34.03.020(e)
3 between the landlord and the tenant remains valid as between the
4 purchaser and the tenant for the contents remaining on the premises after
5 the conveyance of the premises until a new contents inventory is entered
6 into between the purchaser and the tenant.

7 * Sec. 17. AS 34.03.120 is amended by adding a new subsection to read:

8 (b) The tenant may not knowingly engage at the premises in prostitution, an
9 illegal activity involving a place of prostitution, an illegal activity involving alcoholic
10 beverages, an illegal activity involving a controlled substance, or an illegal activity
11 involving an imitation controlled substance, or knowingly permit others in the premises
12 to engage in one or more of those activities at the rental premises.

13 * Sec. 18. AS 34.03.160(a) is amended to read:

14 (a) Except as provided in this chapter,

15 (1) if the landlord fails to comply with the rental agreement and the
16 reasonable cost of compliance is less than \$300 or an amount equal to one-half the
17 periodic rent, whichever amount is greater, the tenant may recover damages for
18 the breach under this paragraph or may notify the landlord of the tenant's
19 intention to correct the condition at the landlord's expense; if the landlord fails
20 to comply within 10 days after being notified by the tenant in writing or as
21 promptly as conditions require in case of emergency, the tenant may make the
22 repairs and, after submitting to the landlord an itemized statement, deduct from
23 the tenant's rent the actual and reasonable cost or the fair and reasonable value
24 of the work, not exceeding the amount specified in this paragraph;

25 (2) if there is a material noncompliance by the landlord with the rental
26 agreement or a noncompliance with AS 34.03.100 materially affecting health and
27 safety, the tenant may deliver a written notice to the landlord specifying the acts and
28 omissions constituting the breach and specifying that the rental agreement will
29 terminate upon a date not less than 10 [20] days after service [RECEIPT] of the notice
30 if the breach is not remedied in 10 days, and the rental agreement shall terminate as
31 provided in the notice subject to the provisions of this section; if [. IF] the breach is

1 remediable by repairs or the payment of damages or otherwise, and the landlord
2 remedies the breach before the date specified in the notice, the rental agreement will
3 not terminate; in [. IN] the absence of due care by the landlord, if substantially the
4 same act or omission that constituted a prior noncompliance of which notice was given
5 recurs within six months, the tenant may terminate the rental agreement upon at least
6 five [10] days written notice specifying the breach and the date of termination of the
7 rental agreement;

8 (3) the [. THE] tenant may not repair at the landlord's expense or
9 terminate if the repair or termination was for a condition caused by the deliberate
10 or negligent act or omission of the tenant, a member of the tenant's family, or other
11 person on the premises with the tenant's consent.

12 * Sec. 19. AS 34.03.210 is amended to read:

13 Sec. 34.03.210. TENANT'S REMEDIES FOR LANDLORD'S UNLAWFUL
14 OUSTER, EXCLUSION, OR DIMINUTION OF SERVICE. (a) If the landlord
15 unlawfully removes or excludes the tenant from the premises or wilfully diminishes
16 services to the tenant by interrupting or causing the interruption of electric, gas, water,
17 sanitary, or other essential service to the tenant, the tenant may recover possession or
18 terminate the rental agreement and, in either case, recover an amount not to exceed
19 two [ONE AND ONE-HALF] times the actual damages.

20 (b) If the rental agreement is terminated, the landlord shall return all prepaid
21 rent and security deposits recoverable by the tenant under AS 34.03.070.

22 * Sec. 20. AS 34.03.220(a) is amended to read:

23 (a) Except as provided in this chapter,

24 (1) if the tenant or someone in the tenant's control deliberately
25 inflicts substantial damage to the premises in breach of AS 34.03.120(a)(5), the
26 landlord may deliver a written notice to quit to the tenant under AS 09.45.100 -
27 09.45.105 specifying the act constituting the breach and specifying that the rental
28 agreement will terminate upon a date that is not less than 24 hours after service
29 of the notice; for purposes of this paragraph, damage to premises is "substantial"
30 if the loss, destruction, or defacement of property attributable to the deliberate
31 infliction of damage to the premises exceeds \$400 or the amount of the security

1 **deposit held by the landlord under AS 34.03.070, whichever is greater:**
2 (2) if there is a material noncompliance by the tenant with the rental
3 agreement, or **if there is noncompliance with AS 34.03.120, other than deliberate**
4 **infliction of substantial damage to the premises,** materially affecting health and
5 safety, the landlord may deliver a written notice **to quit** to the tenant **under**
6 **AS 09.45.100 - 09.45.110** specifying the acts and omissions constituting the breach and
7 specifying that the rental agreement will terminate upon a date not less than **10** [20]
8 days after **service** [RECEIPT] of the notice; **if** [. IF] the breach is not remedied [IN
9 10 DAYS], the rental agreement terminates as provided in the notice subject to the
10 provisions of this section; **if** [. IF] the breach is remediable by repairs or the payment
11 of damages or otherwise and the tenant adequately remedies the breach before the date
12 specified in the notice, the rental agreement will not terminate; **in** [. IN] the absence
13 of due care by the tenant, if substantially the same act or omission that constituted a
14 prior noncompliance of which notice was given recurs within six months, the landlord
15 may terminate the rental agreement upon at least **five** [10] days written notice **to quit**
16 specifying the breach and the date of termination of the rental agreement.

17 * Sec. 21. AS 34.03.220 is amended by adding a new subsection to read:

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

20 * Sec. 22. AS 34.03.225 is amended by adding a new subsection to read:

21 (c) When, under (a) of this section, a mobile home park owner is required to
22 give notice to evict a mobile home owner or a mobile home park dweller or tenant,
23 provision of notice to quit under AS 09.45.100 - 09.45.105 satisfies the requirement
24 of notice.

25 * Sec. 23. AS 34.03.290(c) is amended to read:

26 (c) If the tenant remains in possession without the landlord's consent after
27 expiration of the term of the rental agreement or after its termination **under (a) or (b)**
28 **of this section,** the landlord may, **after serving a notice to quit to the tenant under**
29 **AS 09.45.100 - 09.45.105,** bring an action for possession and if the tenant's holdover
30 is wilful and not in good faith the landlord, in addition, may recover an amount not
31 to exceed one and one-half times the actual damages. If the landlord consents to the

1 tenant's continued occupancy, AS 34.03.020 applies.

2 * Sec. 24. AS 34.03.310(c) is amended to read:

3 (c) Notwithstanding (a) and (b) of this section, after serving a notice to quit
4 to the tenant under AS 09.45.100 - 09.45.105, a landlord may bring an action for
5 possession if

6 (1) the tenant is in default in rent;

7 (2) compliance with the applicable building or housing code requires
8 alteration, remodeling, or demolition that would effectively deprive the tenant of use
9 of the dwelling unit;

10 (3) the tenant is committing waste or a nuisance, or is using the
11 dwelling unit for an illegal purpose or for other than living or dwelling purposes in
12 violation of the rental agreement;

13 (4) the landlord seeks in good faith to recover possession of the
14 dwelling unit for personal purposes;

15 (5) the landlord seeks in good faith to recover possession of the
16 dwelling unit for the purpose of substantially altering, remodeling, or demolishing the
17 premises;

18 (6) the landlord seeks in good faith to recover possession of the
19 dwelling unit for the purpose of immediately terminating for at least six months use
20 of the dwelling unit as a dwelling unit; or

21 (7) the landlord has in good faith contracted to sell the property, and
22 the contract of sale contains a representation by the purchaser corresponding to (4), (5)
23 or (6) of this subsection.

24 * Sec. 25. AS 34.03.330(b) is amended to read:

25 (b) Unless created to avoid the application of this chapter, the following
26 arrangements are not governed by this chapter:

27 (1) residence at an institution, public or private, or in premises used
28 as temporary housing, public or private, if incidental to detention or the provision
29 of medical, geriatric, educational, counseling, religious, or similar services;

30 (2) occupancy under a contract of sale of a dwelling unit or the
31 property of which it is a part [,] if the occupant is the purchaser or a person who

- 1 succeeds to the interest of a purchaser;
- 2 (3) occupancy by a member of a fraternal or social organization in the
3 portion of a structure operated for the benefit of the organization;
- 4 (4) transient occupancy in a hotel, motel, lodgings, or other transient
5 facility;
- 6 (5) occupancy by an employee of a landlord whose right to occupancy
7 is conditioned upon employment substantially for services, maintenance, or repair to
8 the premises;
- 9 (6) occupancy by an owner of a condominium unit or a holder of a
10 proprietary lease in a cooperative;
- 11 (7) occupancy under a rental agreement covering premises used by the
12 occupant primarily for agricultural purposes.

13 * Sec. 26. AS 34.03 is amended by adding a new section to read:

14 Sec. 34.03.335. PROOF OF CERTAIN PROPERTY DAMAGE CLAIMS. In
15 an action initiated by a party to recover damages or to obtain other relief to which a
16 party may be entitled under this chapter, a premises condition statement and contents
17 inventory prepared under AS 34.03.020(e) is presumptive evidence of the condition of
18 the premises and its contents at the commencement of the term of the period of
19 occupancy covered by the rental agreement between the parties. Unless its authenticity
20 is rebutted by clear and convincing evidence by the party against whom the statement
21 and contents inventory is offered, the statement and contents inventory may be offered
22 by a party, without additional supporting evidence, as the basis on which to compute
23 the recovery of damages to which the party may be entitled under this chapter.

24 * Sec. 27. AS 34.03 is amended by adding a new section to read:

25 Sec. 34.03.345. MEDIATION. A landlord and a tenant may agree to mediate
26 disputes between them as to an obligation of either of them arising out of the rental
27 agreement. If the landlord and tenant agree to mediate disputes, they shall include the
28 scope of the agreement within the executed rental agreement, incorporate a reference
29 to that agreement within the rental agreement, or add the text of the agreement as a
30 separate attachment to the rental agreement.

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

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

6 (20) "illegal activity involving a controlled substance" means a
7 violation of AS 11.71.010(a), 11.71.020(a), 11.71.030(a)(1) or (2), or 11.71.040(a)(1),
8 (2), or (5);

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

11 (22) "illegal activity involving a place of prostitution" means a violation
12 of AS 11.66.120(a)(1) or 11.66.130(a)(1) or (4);

13 (23) "prostitution" means an act in violation of AS 11.66.100.

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

15 ARTICLE 3. ILLEGAL ACTIVITIES IN PREMISES NOT
16 SUBJECT TO UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT.

17 Sec. 34.05.100. TENANT RESPONSIBILITIES IN PREMISES NOT
18 SUBJECT TO AS 34.03. (a) In rented premises other than premises to which the
19 provisions of AS 34.03 apply, the tenant may not knowingly engage at the premises
20 in prostitution, an illegal activity involving a place of prostitution, an illegal activity
21 involving alcoholic beverages, an illegal activity involving a controlled substance, or
22 an illegal activity involving an imitation controlled substance, or knowingly permit
23 others in the premises to engage in one or more of those activities at the rental
24 premises.

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

27 (c) An order of abatement entered by a court under AS 09.50.210 against
28 premises under this section terminates a rental agreement on the premises subject to
29 the order of abatement.

30 (d) In this section,

31 (1) "illegal activity involving alcoholic beverages," "illegal activity

1 involving a controlled substance," "illegal activity involving an imitation controlled
2 substance," "illegal activity involving a place of prostitution," and "prostitution" have
3 the meanings given in AS 34.03.360;

4 (2) "premises" means a structure or the structure of which it is a part,
5 and facilities and appurtenances in it, and grounds, areas, and facilities held out for the
6 use of persons entitled to possession under an agreement that relates to its use.

7 * Sec. 30. AS 34.03.360(18) is repealed.

8 * Sec. 31. AS 09.45.125, added by sec. 5 of this Act, allowing orders to vacate and writs
9 of assistance to issue at the same time as the entry of judgment or at any later date, has the
10 effect of amending Rule 62(a) of the Alaska Rules of Civil Procedure and Rule 24(a) of the
11 Alaska District Court Rules of Civil Procedure by eliminating the respective periods of
12 automatic stays of enforcement upon judgment for orders to vacate premises.

13 * Sec. 32. AS 09.45.125, added by sec. 5 of this Act, takes effect only if sec. 31 of this
14 Act receives the two-thirds majority vote of each house required by art. IV, sec. 15,
15 Constitution of the State of Alaska.