

SENATE CS FOR CS FOR HOUSE BILL NO. 222(FIN)

IN THE LEGISLATURE OF THE STATE OF ALASKA

EIGHTEENTH LEGISLATURE - SECOND SESSION

BY THE SENATE FINANCE COMMITTEE

Offered: 5/2/94

Referred: Rules

Sponsor(s): REPRESENTATIVES JAMES, Porter, Therriault

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 AS 09.45.090 is repealed and reenacted to read: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 five 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) after a violation of AS 34.03.220(e) following
18 discontinuance of a public utility service, following service of written notice
19 to quit, the tenant fails or refuses to deliver up the possession of the premises
20 by the date set out in the written notice to quit under AS 34.03.220(e);

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

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

1 (F) after termination of a periodic tenancy as prescribed by
2 AS 34.03.290(a) or (b), following service of written notice to quit, the tenant
3 remains in possession without the landlord's consent after expiration of the
4 term of the rental agreement or after the date of its expiration;

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

10 (H) following service of written notice to quit, a person in
11 possession continues in possession of the premises without a valid rental
12 agreement, as that term is defined in AS 34.03.360, and without the consent of
13 the landlord; or

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

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

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

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

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

31 (B) after the tenant or person in possession has deliberately

1 inflicted substantial damage to the premises, the tenant or person in possession
2 of a premises fails or refuses to deliver up the possession of the premises on
3 the date required by the landlord; the date specified may not be less than 24
4 hours after demand for possession of the premises by the landlord;

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

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

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

16 (F) a person in possession continues in possession of the
17 premises

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

20 (ii) without a written lease or agreement and without the
21 consent of the landlord; or

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

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

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

31 Sec. 09.45.100. [REQUISITES OF] NOTICE TO QUIT. (a) Except where

1 service of written notice is made under AS 09.45.090(a)(1) or (b)(1), or except
2 when notice to quit is not required by AS 09.45.090(a)(3) or (b)(3), a person
3 entitled to the premises who seeks to recover possession of the premises may not
4 commence and maintain an action to recover possession of premises under
5 AS 09.45.060 - 09.45.160 unless the person first gives a notice to quit to the person
6 in possession.

7 (b) To recover possession of premises after a tenant or person in
8 possession has failed or refused to pay rent due, service of the written notice
9 required by AS 34.03.220(b) or of a demand in writing for possession of the
10 premises

11 (1) constitutes notice to quit, and service of a separate notice to quit
12 is not required; and

13 (2) satisfies the requirements of (c) of this section and
14 AS 34.03.310(c).

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

17 (1) delivered to the tenant or person;

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

19 or

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

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

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

26 (1) state

27 (A) the nature of the breach or violation of the lease or rental
28 agreement or other reason for termination of the tenancy of the tenant or person
29 in possession;

30 (B) in circumstances in which the breach or violation described
31 in (A) of this paragraph may be corrected by the tenant or person in possession

1 to avoid the termination of the tenancy, the nature of the remedial action to be
2 taken, and the date and time by which the corrective actions must be completed
3 in order to avoid termination of the tenancy;

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

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

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

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

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

18 * Sec. 5. AS 09.45.120 is amended to read:

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

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

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

1 enforcing the order to vacate.

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

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

9 * Sec. 8. AS 09.50.170 is amended to read:

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

19 (1) prostitution;

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

21 (3) an illegal activity involving

22 (A) alcoholic beverages;

23 (B) a controlled substance;

24 (C) an imitation controlled substance; or

25 (D) gambling or promoting gambling.

26 * Sec. 9. AS 09.50.170 is amended by adding a new subsection to read:

27 (b) In this section, "illegal activity involving alcoholic beverages," "illegal
28 activity involving a controlled substance," "illegal activity involving gambling or
29 promoting gambling," "illegal activity involving an imitation controlled substance,"
30 "illegal activity involving a place of prostitution," and "prostitution" have the meanings
31 given in AS 34.03.360.

1 * **Sec. 10.** AS 09.50 is amended by adding a new section to read:

2 **Sec. 09.50.175. ADMISSIBILITY OF EVIDENCE TO PROVE NUISANCE.**

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

5 (1) evidence of reputation within a community;

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

10 * **Sec. 11.** AS 09.50.210 is amended to read:

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

14 (1) termination of the lease or rental agreement, if any, on the
15 premises subject to the order of abatement, if the tenant who occupies under the
16 lease or rental agreement has been given notice of the proceedings under
17 AS 09.50.170 - 09.50.240:

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

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

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

27 * **Sec. 12.** AS 09.50.230 is amended to read:

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

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

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

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

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

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

13 * Sec. 13. AS 34.03.020 is amended by adding a new subsection to read:

14 (e) If required by the landlord, the landlord and the tenant shall include within
15 the rental agreement, incorporate by reference in the rental agreement, or add as a
16 separate attachment to the rental agreement a premises condition statement, setting out
17 the condition of the premises, including fixtures but excluding reference to any of the
18 other contents of the premises, and, if applicable, a contents inventory itemizing or
19 describing all of the furnishings and other contents of the premises and specifying the
20 condition of each of them. In the premises condition statement and contents inventory,
21 the parties shall describe the premises and its contents at the commencement of the
22 term of the period of the occupancy covered by the rental agreement. When signed
23 by the parties, the premises condition statement and contents inventory completed
24 under this subsection become part of the rental agreement.

25 * Sec. 14. AS 34.03.070(b) is amended to read:

26 (b) Upon termination of the tenancy, property or money held by the landlord
27 as prepaid rent or as a security deposit may be applied to the payment of accrued rent
28 and the amount of damages that the landlord has suffered by reason of the tenant's
29 noncompliance with AS 34.03.120. ["DAMAGES" DOES NOT INCLUDE WEAR
30 RESULTING FROM ORDINARY USE OF THE PREMISES.] The accrued rent and
31 damages must be itemized by the landlord in a written notice mailed to the tenant's

1 last known address within the time limit prescribed by (g) of this section, together with
2 the amount due the tenant. In this subsection, "damages"

3 (1) means deterioration of the premises and, if applicable, of the
4 contents of the premises;

5 (2) does not include deterioration

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

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

11 * Sec. 15. AS 34.03.090 is amended to read:

12 Sec. 34.03.090. LANDLORD TO SUPPLY POSSESSION OF THE
13 DWELLING UNIT. At the commencement of the term the landlord shall deliver
14 possession of the premises to the tenant in compliance with the rental agreement and
15 AS 34.03.100. The landlord may, after serving a notice to quit under AS 09.45.100
16 - 09.45.105 to a person who is wrongfully in possession,

17 (1) bring an action for possession against any person wrongfully in
18 possession; and

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

20 * Sec. 16. AS 34.03.090 is amended by adding a new subsection to read:

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

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

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

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

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

5 * Sec. 17. AS 34.03.110(a) is amended to read:

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

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

14 (2) the provisions of

15 (A) a premises condition statement prepared under
16 AS 34.03.020(e) between the landlord and the tenant remains valid as
17 between the purchaser and the tenant until a new premises condition
18 statement is entered into between the purchaser and the tenant; and

19 (B) a contents inventory prepared under AS 34.03.020(e)
20 between the landlord and the tenant remains valid as between the
21 purchaser and the tenant for the contents remaining on the premises after
22 the conveyance of the premises until a new contents inventory is entered
23 into between the purchaser and the tenant.

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

25 Sec. 34.03.120. TENANT OBLIGATIONS [TO MAINTAIN DWELLING
26 UNIT]. The tenant [SHALL]

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

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

31 (3) shall keep all plumbing fixtures in the dwelling unit or used by the

1 tenant as clean as their condition permits;

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

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

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

10 (7) shall maintain smoke detection devices as required under
11 AS 18.70.095; and

12 (8) may not, except in an emergency when the landlord cannot be
13 contacted after reasonable effort to do so, change the locks on doors of the
14 premises without first securing the written agreement of the landlord and,
15 immediately after changing the locks, providing the landlord a set of keys to all
16 doors for which locks have been changed; in an emergency, the tenant may
17 change the locks and shall, within five days, provide the landlord a set of keys to
18 all doors for which locks have been changed and written notice of the change.

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

20 (b) The tenant may not knowingly engage at the premises in prostitution, an
21 illegal activity involving a place of prostitution, an illegal activity involving alcoholic
22 beverages, an illegal activity involving gambling or promoting gambling, an illegal
23 activity involving a controlled substance, or an illegal activity involving an imitation
24 controlled substance, or knowingly permit others in the premises to engage in one or
25 more of those activities at the rental premises.

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

27 (a) The tenant may not unreasonably withhold consent to the landlord to enter
28 into the dwelling unit in order to inspect the premises, make necessary or agreed
29 repairs, decorations, alterations, or improvements, supply necessary or agreed services,
30 remove personal property belonging to the landlord that is not covered by a
31 written rental agreement, or exhibit the dwelling unit to prospective or actual

1 purchasers, mortgagees, tenants, workers, or contractors.

2 * Sec. 21. AS 34.03.140(d) is amended to read:

3 (d) The landlord does not have a [HAS NO OTHER] right of [TO] access to
4 the dwelling unit

5 (1) except

6 (A) as permitted by this section;

7 (B) by court order; or

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

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

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

11 (a) Except as provided in this chapter,

12 (1) if the tenant or someone in the tenant's control deliberately
13 inflicts substantial damage to the premises in breach of AS 34.03.120(a)(5), the
14 landlord may deliver a written notice to quit to the tenant under AS 09.45.100 -
15 09.45.105 specifying the act constituting the breach and specifying that the rental
16 agreement will terminate upon a date that is not less than 24 hours after service
17 of the notice; for purposes of this paragraph, damage to premises is "substantial"
18 if the loss, destruction, or defacement of property attributable to the deliberate
19 infliction of damage to the premises exceeds \$400;

20 (2) if there is a material noncompliance by the tenant with the rental
21 agreement, or if there is noncompliance with AS 34.03.120, other than deliberate
22 infliction of substantial damage to the premises or other than noncompliance as
23 to a utility service for which the provisions of (e) of this section apply, materially
24 affecting health and safety, the landlord may deliver a written notice to quit to the
25 tenant under AS 09.45.100 - 09.45.110 specifying the acts and omissions constituting
26 the breach and specifying that the rental agreement will terminate upon a date not less
27 than 10 [20] days after service [RECEIPT] of the notice; if [. IF] the breach is not
28 remedied [IN 10 DAYS], the rental agreement terminates as provided in the notice
29 subject to the provisions of this section; if [. IF] the breach is remediable by repairs
30 or the payment of damages or otherwise and the tenant adequately remedies the breach
31 before the date specified in the notice, the rental agreement will not terminate; in [.

1 IN] the absence of due care by the tenant, if substantially the same act or omission that
2 constituted a prior noncompliance of which notice was given recurs within six months,
3 the landlord may terminate the rental agreement upon at least five [10] days written
4 notice to quit specifying the breach and the date of termination of the rental
5 agreement.

6 * Sec. 23. AS 34.03.220(b) is amended to read:

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

17 * Sec. 24. AS 34.03.220 is amended by adding new subsections 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 (e) If a public utility providing electricity, natural gas, or water to the premises
21 occupied by the tenant discontinues the service to the premises due to the failure of
22 the tenant to pay for the utility service, the landlord may deliver a written notice to
23 quit to the tenant advising that, notwithstanding (a) of this section, the tenancy will
24 terminate five days after the landlord's service of the notice. If, within three days
25 from the service of the notice, the tenant reinstates the discontinued service and repays
26 the landlord for any amounts paid by the landlord to reinstate service, and if damage
27 did not occur to the rental unit as a result of the discontinuance of service, the rental
28 agreement will not terminate. However, in the absence of due care by the tenant, if
29 substantially the same act or omission that constituted a prior noncompliance under this
30 subsection for which notice was given recurs within six months, the landlord may
31 terminate the rental agreement upon at least three days' written notice specifying the

1 breach and the date of termination of the rental agreement.

2 * Sec. 25. AS 34.03.225 is amended by adding a new subsection to read:

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

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

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

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

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

21 * Sec. 28. AS 34.03.290(c) is amended to read:

22 (c) If the tenant remains in possession without the landlord's consent after
23 expiration of the term of the rental agreement or after its termination under (a) or (b)
24 of this section, the landlord may, after serving a notice to quit to the tenant under
25 AS 09.45.100 - 09.45.105, bring an action for possession and if the tenant's holdover
26 is wilful and not in good faith the landlord, in addition, may recover an amount not
27 to exceed one and one-half times the actual damages. If the landlord consents to the
28 tenant's continued occupancy, AS 34.03.020 applies.

29 * Sec. 29. AS 34.03.310(c) is amended to read:

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

- 1 possession if
- 2 (1) the tenant is in default in rent;
- 3 (2) compliance with the applicable building or housing code requires
4 alteration, remodeling, or demolition that would effectively deprive the tenant of use
5 of the dwelling unit;
- 6 (3) the tenant is committing waste or a nuisance, or is using the
7 dwelling unit for an illegal purpose or for other than living or dwelling purposes in
8 violation of the rental agreement;
- 9 (4) the landlord seeks in good faith to recover possession of the
10 dwelling unit for personal purposes;
- 11 (5) the landlord seeks in good faith to recover possession of the
12 dwelling unit for the purpose of substantially altering, remodeling, or demolishing the
13 premises;
- 14 (6) the landlord seeks in good faith to recover possession of the
15 dwelling unit for the purpose of immediately terminating for at least six months use
16 of the dwelling unit as a dwelling unit; or
- 17 (7) the landlord has in good faith contracted to sell the property, and
18 the contract of sale contains a representation by the purchaser corresponding to (4), (5)
19 or (6) of this subsection.

20 * Sec. 30. AS 34.03.330(b) is amended to read:

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

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

26 (2) occupancy under a contract of sale of a dwelling unit or the
27 property of which it is a part [,] if the occupant is the purchaser or a person who
28 succeeds to the interest of a purchaser;

29 (3) occupancy by a member of a fraternal or social organization in the
30 portion of a structure operated for the benefit of the organization;

31 (4) transient occupancy in a hotel, motel, lodgings, or other transient

1 facility;

2 (5) occupancy by an employee of a landlord whose right to occupancy
3 is conditioned upon employment substantially for services, maintenance, or repair to
4 the premises;

5 (6) occupancy by an owner of a condominium unit or a holder of a
6 proprietary lease in a cooperative;

7 (7) occupancy under a rental agreement covering premises used by the
8 occupant primarily for agricultural purposes.

9 * Sec. 31. AS 34.03 is amended by adding a new section to read:

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

20 * Sec. 32. AS 34.03 is amended by adding a new section to read:

21 Sec. 34.03.345. MEDIATION AND BINDING ARBITRATION. (a) A
22 landlord and a tenant may agree to mediate disputes between them as to an obligation
23 of either of them arising out of the rental agreement. If the landlord and tenant agree
24 to mediate disputes, they shall include the scope of the agreement within the executed
25 rental agreement, incorporate a reference to that agreement within the rental agreement,
26 or add the text of the agreement as a separate attachment to the rental agreement.

27 (b) A landlord and a tenant may agree to binding arbitration of the disputes
28 between them as to an obligation of either of them arising out of the rental agreement.
29 If the landlord and tenant agree to binding arbitration, they shall include the scope of
30 the agreement within the executed rental agreement, incorporate a reference to that
31 agreement within the rental agreement, or add the text of the agreement as a separate

1 attachment to the rental agreement.

2 * Sec. 33. AS 34.03.360 is amended by adding new paragraphs to read:

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

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

11 (21) "illegal activity involving gambling or promoting gambling" means
12 a violation of

13 (A) AS 11.66.200, other than a social game as that term is
14 defined by AS 11.66.280(9); and

15 (B) AS 11.66.210 or 11.66.220;

16 (22) "illegal activity involving an imitation controlled substance" means
17 a violation of AS 11.73.010 - 11.73.030;

18 (23) "illegal activity involving a place of prostitution" means a violation
19 of AS 11.66.120(a)(1) or 11.66.130(a)(1) or (4);

20 (24) "prostitution" means an act in violation of AS 11.66.100.

21 * Sec. 34. AS 34.05 is amended by adding a new section to read:

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

24 Sec. 34.05.100. TENANT RESPONSIBILITIES IN PREMISES NOT
25 SUBJECT TO AS 34.03. (a) In rented premises other than premises to which the
26 provisions of AS 34.03 apply, the tenant may not knowingly engage at the premises
27 in prostitution, an illegal activity involving a place of prostitution, an illegal activity
28 involving alcoholic beverages, an illegal activity involving gambling or promoting
29 gambling, an illegal activity involving a controlled substance, or an illegal activity
30 involving an imitation controlled substance, or knowingly permit others in the premises
31 to engage in one or more of those activities at the rental premises.

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

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

6 (d) In this section,

7 (1) "illegal activity involving alcoholic beverages," "illegal activity
8 involving a controlled substance," "illegal activity involving an imitation controlled
9 substance," "illegal activity involving gambling or promoting gambling," "illegal
10 activity involving a place of prostitution," and "prostitution" have the meanings given
11 in AS 34.03.360;

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

15 * Sec. 35. AS 34.03.360(18) is repealed.

16 * Sec. 36. AS 09.45.125, added by sec. 6 of this Act, allowing orders to vacate and writs
17 of assistance to issue at the same time as the entry of judgment or at any later date, has the
18 effect of amending Rule 62(a) of the Alaska Rules of Civil Procedure and Rule 24(a) of the
19 Alaska District Court Rules of Civil Procedure by eliminating the respective periods of
20 automatic stays of enforcement upon judgment for orders to vacate premises.

21 * Sec. 37. AS 09.45.125, added by sec. 6 of this Act, takes effect only if sec. 36 of this
22 Act receives the two-thirds majority vote of each house required by art. IV, sec. 15,
23 Constitution of the State of Alaska.