

SENATE CS FOR CS FOR HOUSE BILL NO. 222(FIN) am S(ct rule fld S)

IN THE LEGISLATURE OF THE STATE OF ALASKA

EIGHTEENTH LEGISLATURE - SECOND SESSION

BY THE SENATE FINANCE COMMITTEE

Amended: 5/3/94

Offered: 5/2/94

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."

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

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 AS 09.45.090 is repealed and reenacted to read:

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

10 (1) when, for failure or refusal to pay rent due on the lease or
11 agreement under which the tenant or person holds, and after service, under
12 AS 09.45.100(b), of the written notice required by AS 34.03.220(b) by the landlord for
13 recovery of possession of the premises if the rent is not paid, the tenant or person in
14 possession fails or refuses to vacate or pay the rent within seven days;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

(2) when,

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

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

(C) after a violation of AS 34.03.220(e) following discontinuance of a public utility service, following service of written notice to quit, the tenant fails or refuses to deliver up the possession of the premises by the date set out in the written notice to quit under AS 34.03.220(e);

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

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

(F) after termination of a periodic tenancy as prescribed by AS 34.03.290(a) or (b), following service of written notice to quit, the tenant remains in possession without the landlord's consent after expiration of the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

term of the rental agreement or after the date of its expiration;

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

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

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

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

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

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

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

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

1 hours after demand for possession of the premises by the landlord;

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

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

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

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

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

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

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

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

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

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

1 commence and maintain an action to recover possession of premises under
2 AS 09.45.060 - 09.45.160 unless the person first gives a notice to quit to the person
3 in possession.

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

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

10 (2) satisfies the requirements of (c) of this section and
11 AS 34.03.310(c).

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

14 (1) delivered to the tenant or person;

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

16 or

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

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

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

23 (1) state

24 (A) the nature of the breach or violation of the lease or rental
25 agreement or other reason for termination of the tenancy of the tenant or person
26 in possession;

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

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

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

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

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

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

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

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

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

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

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

31 Sec. 09.45.135. ACTION AGAINST TENANT OCCUPYING PREMISES

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

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

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

- 16 (1) prostitution;
17 (2) an illegal activity involving a place of prostitution; or
18 (3) an illegal activity involving
19 (A) alcoholic beverages;
20 (B) a controlled substance;
21 (C) an imitation controlled substance; or
22 (D) gambling or promoting gambling.

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

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

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

30 Sec. 09.50.175. ADMISSIBILITY OF EVIDENCE TO PROVE NUISANCE.
31 In an action brought under AS 09.50.170(a) to prove the existence of a nuisance, the

1 court may consider

2 (1) evidence of reputation within a community;

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

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

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

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

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

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

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

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

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

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

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

31 (3) files a bond with sureties approved by the court in an amount

1 [THE FULL VALUE OF THE PROPERTY AS] determined by the court to the effect
2 that the owner will abate the nuisance that exists at the building or place and prevent
3 the nuisance from being established within a period of one year thereafter [, THE
4 COURT MAY ORDER THE PREMISES TO BE DELIVERED TO THE OWNER
5 AND CANCEL THE ORDER OF ABATEMENT].

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

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

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

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

22 * Sec. 14. AS 34.03.070(a) is amended to read:

23 (a) A landlord may not demand or receive prepaid rent or a security deposit,
24 however denominated, in an amount or value in excess of two months' periodic rent.
25 This section does not apply to rental units where the rent exceeds \$2,000 a month.

26 * Sec. 15. AS 34.03.070(b) is amended to read:

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

1 damages must be itemized by the landlord in a written notice mailed to the tenant's
2 last known address within the time limit prescribed by (g) of this section, together with
3 the amount due the tenant. In this subsection, "damages"

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

6 (2) does not include deterioration

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

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

12 * Sec. 16. AS 34.03.090 is amended to read:

13 Sec. 34.03.090. LANDLORD TO SUPPLY POSSESSION OF THE
14 DWELLING UNIT. At the commencement of the term the landlord shall deliver
15 possession of the premises to the tenant in compliance with the rental agreement and
16 AS 34.03.100. The landlord may, after serving a notice to quit under AS 09.45.100
17 - 09.45.105 to a person who is wrongfully in possession.

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

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

21 * Sec. 17. AS 34.03.090 is amended by adding a new subsection to read:

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

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

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

31 (B) to compute the recovery of other damages to which the

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

6 * Sec. 18. AS 34.03.100(c) is amended to read:

7 (c) The landlord and tenant of a one- or two-family residence may agree in
8 writing that the tenant perform the landlord's duties specified in (a)(4), (5), (6), and
9 (7) of this section. A tenant may agree to perform the duties specified in (a)(3) of
10 this section in rental units where the rent exceeds \$2,000 a month. They may also
11 agree in writing that the tenant perform specified repairs, maintenance tasks,
12 alterations, and remodeling, but the tenant may not agree to maintain elevators in
13 good and safe working order. Agreements are allowed under this subsection only
14 if the transaction is entered into in good faith and not for the purpose of evading the
15 obligations of the landlord.

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

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

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

25 (2) the provisions of

26 (A) a premises condition statement prepared under
27 AS 34.03.020(e) between the landlord and the tenant remains valid as
28 between the purchaser and the tenant until a new premises condition
29 statement is entered into between the purchaser and the tenant; and

30 (B) a contents inventory prepared under AS 34.03.020(e)
31 between the landlord and the tenant remains valid as between the

1 purchaser and the tenant for the contents remaining on the premises after
2 the conveyance of the premises until a new contents inventory is entered
3 into between the purchaser and the tenant.

4 * Sec. 20. AS 34.03.120 is amended to read:

5 Sec. 34.03.120. TENANT OBLIGATIONS [TO MAINTAIN DWELLING
6 UNIT]. The tenant [SHALL]

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

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

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

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

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

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

21 (7) shall maintain smoke detection devices as required under
22 AS 18.70.095; and

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

30 * Sec. 21. AS 34.03.120 is amended by adding a new subsection to read:

31 (b) The tenant may not knowingly engage at the premises in prostitution, an

1 illegal activity involving a place of prostitution, an illegal activity involving alcoholic
2 beverages, an illegal activity involving gambling or promoting gambling, an illegal
3 activity involving a controlled substance, or an illegal activity involving an imitation
4 controlled substance, or knowingly permit others in the premises to engage in one or
5 more of those activities at the rental premises.

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

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

13 * Sec. 23. AS 34.03.140(d) is amended to read:

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

16 (1) except

17 (A) as permitted by this section;

18 (B) by court order; or

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

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

21 * Sec. 24. AS 34.03.220(a) is amended to read:

22 (a) Except as provided in this chapter,

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

31 (2) if there is a material noncompliance by the tenant with the rental

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

17 * Sec. 25. AS 34.03.220(b) is amended to read:

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

28 * Sec. 26. AS 34.03.220 is amended by adding new subsections to read:

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

31 (e) If a public utility providing electricity, natural gas, or water to the premises

1 occupied by the tenant discontinues the service to the premises due to the failure of
2 the tenant to pay for the utility service, the landlord may deliver a written notice to
3 quit to the tenant advising that, notwithstanding (a) of this section, the tenancy will
4 terminate five days after the landlord's service of the notice. If, within three days
5 from the service of the notice, the tenant reinstates the discontinued service and repays
6 the landlord for any amounts paid by the landlord to reinstate service, and if damage
7 did not occur to the rental unit as a result of the discontinuance of service, the rental
8 agreement will not terminate. However, in the absence of due care by the tenant, if
9 substantially the same act or omission that constituted a prior noncompliance under this
10 subsection for which notice was given recurs within six months, the landlord may
11 terminate the rental agreement upon at least three days' written notice specifying the
12 breach and the date of termination of the rental agreement.

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

16 * Sec. 27. AS 34.03.225 is amended by adding a new subsection to read:

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

21 * Sec. 28. AS 34.03.230(b) is amended to read:

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

28 * Sec. 29. AS 34.03.260(d) is amended to read:

29 (d) The landlord is not liable [MAY NOT BE HELD TO RESPOND] in
30 damages in an action by a tenant claiming loss by reason of the landlord's storage
31 [ELECTION], destruction, or disposition of property under this section. A [, OR

1 SALE. IF, HOWEVER, THE] landlord who deliberately or negligently violates the
2 provisions of this section [, THE LANDLORD] is liable for actual damages and penal
3 damages of an amount not to exceed actual damages.

4 * Sec. 30. AS 34.03.290(c) is amended to read:

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

12 * Sec. 31. AS 34.03.310(c) is amended to read:

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

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

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

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

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

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

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

31 (7) the landlord has in good faith contracted to sell the property, and

1 the contract of sale contains a representation by the purchaser corresponding to (4), (5)
2 or (6) of this subsection.

3 * Sec. 32. AS 34.03.330(b) is amended to read:

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

6 (1) residence at an institution, public or private, if incidental to
7 detention or the provision of medical, geriatric, educational, counseling, religious, or
8 similar services;

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

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

14 (4) transient occupancy in a hotel, motel, lodgings, or other transient
15 facility;

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

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

21 (7) occupancy under a rental agreement covering premises used by the
22 occupant primarily for agricultural purposes;

23 (8) occupancy under a rental agreement covering premises used as
24 part of a transitional or supportive housing program that is sponsored or
25 operated by a public corporation or by a nonprofit corporation and that provides
26 shelter and related support services intended to improve the occupant's
27 opportunity to obtain permanent housing.

28 * Sec. 33. AS 34.03 is amended by adding a new section to read:

29 Sec. 34.03.335. PROOF OF CERTAIN PROPERTY DAMAGE CLAIMS. In
30 an action initiated by a party to recover damages or to obtain other relief to which a
31 party may be entitled under this chapter, a premises condition statement and contents

1 inventory prepared under AS 34.03.020(e) is presumptive evidence of the condition of
2 the premises and its contents at the commencement of the term of the period of
3 occupancy covered by the rental agreement between the parties. Unless its authenticity
4 is rebutted by clear and convincing evidence by the party against whom the statement
5 and contents inventory is offered, the statement and contents inventory may be offered
6 by a party, without additional supporting evidence, as the basis on which to compute
7 the recovery of damages to which the party may be entitled under this chapter.

8 * Sec. 34. AS 34.03 is amended by adding a new section to read:

9 Sec. 34.03.345. MEDIATION AND BINDING ARBITRATION. (a) A
10 landlord and a tenant may agree to mediate disputes between them as to an obligation
11 of either of them arising out of the rental agreement. If the landlord and tenant agree
12 to mediate disputes, they shall include the scope of the agreement within the executed
13 rental agreement, incorporate a reference to that agreement within the rental agreement,
14 or add the text of the agreement as a separate attachment to the rental agreement.

15 (b) A landlord and a tenant may agree to binding arbitration of the disputes
16 between them as to an obligation of either of them arising out of the rental agreement.
17 If the landlord and tenant agree to binding arbitration, they shall include the scope of
18 the agreement within the executed rental agreement, incorporate a reference to that
19 agreement within the rental agreement, or add the text of the agreement as a separate
20 attachment to the rental agreement.

21 * Sec. 35. AS 34.03.360 is amended by adding new paragraphs to read:

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

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

30 (21) "illegal activity involving gambling or promoting gambling" means
31 a violation of

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

3 (B) AS 11.66.210 or 11.66.220;

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

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

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

9 * Sec. 36. AS 34.05 is amended by adding a new section to read:

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

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

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

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

25 (d) In this section,

26 (1) "illegal activity involving alcoholic beverages," "illegal activity
27 involving a controlled substance," "illegal activity involving an imitation controlled
28 substance," "illegal activity involving gambling or promoting gambling," "illegal
29 activity involving a place of prostitution," and "prostitution" have the meanings given
30 in AS 34.03.360;

31 (2) "premises" means a structure or the structure of which it is a part,

1 and facilities and appurtenances in it, and grounds, areas, and facilities held out for the
2 use of persons entitled to possession under an agreement that relates to its use.

3 * Sec. 37. AS 34.03.360(18) is repealed.

4 * Sec. 38. AS 09.45.125, added by sec. 6 of this Act, takes effect only if sec. 36 of this
5 Act receives the two-thirds majority vote of each house required by art. IV, sec. 15,
6 Constitution of the State of Alaska.