

HB

222

HFIN

FILE

HOUSE COMMITTEE REPORT

(11)

Date Referred: April 19, 1993

FURTHER REFERRALS:

Date of Committee Action: 4/14/94

The FINANCE Committee considered:

HB 222

HOUSE BILL NC. 222

USE OF RENTED PROPERTY/LAW VIOLATIONS

"An Act relating to landlords and tenants, to termination of tenancies and recovery of rental premises, to tenant responsibilities, to the civil remedies of forcible entry and detainer and nuisance abatement, and to the duties of peace officers to notify landlords of arrests involving certain illegal activity on rental premises."

RECOMMENDATIONS:

be replaced with (S HB 222(LFIN)) the same title

a new title

have attached amendments(s)

do pass

do not pass

no recommendations

individual recommendations

additional referral to the _____ Committee

ADOPTS: _____ letter of Intent

ATTACHES NEW FISCAL NOTE(S): _____ (Dept)

APPROVES PREVIOUS: _____ (DepuDate)

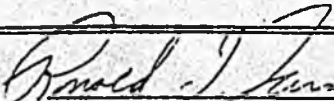
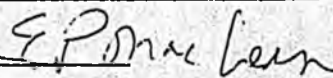
fiscal impact LAW

fiscal note(s) _____

zero fiscal note DPS

zero fiscal note(s) _____

SIGNING DO PASS	DP	OTHER RECOMMENDATIONS	DNP	NR	AM
<i>Ronald J. Larson</i>	X	<i>Eileen P. Maclean</i>		✓	
<i>Mike Hanley</i>	X	<i>Lay Brown</i>		✓	
<i>Larry Martin</i>	X				
<i>John P. Powell</i>	X				
<i>Ben Grussendorf</i>	X				
<i>Tom Hoffman</i>					
<i>Mike Navarre</i>	✓				
<i>Tom Thunig</i>	X				
<i>Richard Foster</i>	X				


 CHAIRMAN'S SIGNATURE

 E.P. Maclean

FISCAL NOTE

STATE OF ALASKA
1994 LEGISLATIVE SESSION

BILL NO: CSHB 222(FIN)

Revision Date: 04/12/94 Dept. Affected: Public Safety
 Title: An Act relating to landlords and tenants termination BRU: Alaska State Troopers
 Sponsor: Representative James Component: Criminal Investigations Bureau
 Requestor: H. FIN COMPONENT SERIAL NO. 830

EXPENDITURES/REVENUES: (Thousands of Dollars) (inflation not included)

OPERATING	FY 95	FY 96	FY 97	FY 98	FY 99	FY 00
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	-0-	-0-	-0-	-0-	-0-	-0-
CAPITAL EXPENDITURES	-0-	-0-	-0-	-0-	-0-	-0-
CHANGE IN REVENUES ()	-0-	-0-	-0-	-0-	-0-	-0-
<small>Revenue Code</small>						

FUNDING: (Thousands of Dollars)

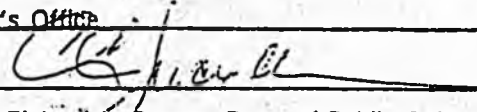
1002 Federal Receipts						
1003 GF Match						
1004 GF						
1005 GF/Program Receipts						
1006 GF/MHTIA						
Other						
TOTAL	-0-	-0-	-0-	-0-	-0-	-0-

Estimate of current year (FY 94) impact: \$ _____

POSITIONS:

FULL-TIME	0	0	0	0	0	0
PART-TIME	0	0	0	0	0	0
TEMPORARY	0	0	0	0	0	0

ANALYSIS: (Attach a separate page if necessary.)
 No fiscal impact to the Department of Public Safety is anticipated.

Prepared By: Lee Ann Lucas Phone: 465-4322
 Division: Commissioner's Office Date: 04/12/94
 Approved by Commissioner:  Date: 04/12/94
 Agency: Richard L. Burton, Dept. of Public Safety

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FISCAL NOTE

STATE OF ALASKA
1994 LEGISLATIVE SESSION

BILL NO. HB 222

Revision Date: December 13, 1993
Title: "...relating to landlords and tenants...termination of tenancies...recovery of rental premises..."
Sponsor: Representative James
Requestor: Governor's Office

Department Affected: Department of Law
BRU: Legal Services
Component: Fair Business Practices
COMPONENT SERIAL NO. 1823

EXPENDITURES/REVENUES:

OPERATING	FY 95	FY 96	FY 97	FY 98	FY 99	FY 00
PERSONAL						
TRAVEL	10.0					
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND &						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	10.0	-0-	-0-	-0-	-0-	-0-

CAPITAL						
---------	--	--	--	--	--	--

REVENUE						
---------	--	--	--	--	--	--

FUNDING:

1002 Federal						
1003 GF Match						
1004 GF	10.0					
1005 GF/Program						
1006 GF/MHTIA						
OTHER						
TOTAL	10.0	-0-	-0-	-0-	-0-	-0-

POSITIONS:

FULL-TIME	-0-	-0-	-0-	-0-	-0-	-0-
PART-TIME						
TEMPORARY						

Estimate of current year (FY94) impact: -0-

ANALYSIS: (Attach a separate page if necessary.)
Please see the attached analysis.

Prepared by: Richard I. Pegues, Director

Division: Administrative Services Division

Phone: 465-3672

Date: December 13, 1993

Approved by Commissioner: Charles E. Cole, Attorney General

Agency: Department of Law

Date: December 13, 1993

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FISCAL NOTE

STATE OF ALASKA
1994 LEGISLATIVE SESSION

BILL NO. HB 222

ANALYSIS CONTINUATION:

This bill amends several statutes relating to termination of tenancies and recovery of rental premises for nonpayment of rent and certain illegal activities. The bill adds illegal activity involving alcoholic beverages, a controlled substance, or an imitation controlled substance to the list of activities that constitute a nuisance that may be enjoined and abated in a place used for the activity. All of the changes will have the effect of substantially changing the information the Department of Law provides to the public in its pamphlet on landlord and tenant rights. The department's publication of the pamphlet is mandated by AS 44.23.020(b)(8).

The department therefore requests \$10,000 to revise and republish the information pamphlet. Of this amount, \$2,500 will be used to publish a pamphlet supplement in the state Bar Association's monthly newsletter and \$7,500 will be used to publish a revised pamphlet for use by the general public. These funds should be sufficient to publish between 7,500 and 10,000 pamphlets.

8-LS0832R
Chenoweth
3/2/94

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

BY

Offered:
Referred:

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, to the civil remedies of forcible entry
4 and detainer and nuisance abatement, and to the duties of peace officers to notify
5 landlords of arrests involving certain illegal activity on rental premises; and
6 amending Rule 62(a) of the Alaska Rules of Civil Procedure and Rule 24(a) of
7 the Alaska District Court Rules of Civil Procedure."

8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

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

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

13 (1) make a reasonable attempt to discover the identity of the owner of

1 the premises; and

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

3 (A) in person; or

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

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

11 * Sec. 2. AS 09.45.090 is repealed and reenacted to read:

12 Sec. 09.45.090. UNLAWFUL HOLDING BY FORCE. (a) For property to
13 which the provisions of AS 34.03 (Uniform Residential Landlord and Tenant Act)
14 apply, unlawful holding by force includes each of the following within the meaning
15 of AS 09.45.060 - 09.45.160:

16 (1) when, for failure or refusal to pay rent due on the lease or
17 agreement under which the tenant or person holds, and after receipt of demand under
18 AS 34.03.220(b) by the landlord for possession of the premises if the rent is not paid,
19 the tenant fails or refuses to vacate or pay the rent within 10 days;

20 (2) when, after receipt of demand made in writing for the possession
21 of the premises,

22 (A) because of a violation of a condition or covenant set out in
23 AS 34.03.120(a), other than a breach of AS 34.03.120(a)(5) due to the
24 deliberate infliction of substantial damage to the premises, the tenant fails or
25 refuses to deliver up the possession of the premises within the number of days
26 provided for termination under AS 34.03.220(a)(2);

27 (B) because of a violation of AS 34.03.120(a)(5) by deliberate
28 infliction of substantial damage to the premises, the tenant fails or refuses to
29 deliver up the possession of the premises by the date set out in the notice
30 provided under AS 34.03.220(a)(1);

31 (C) because the tenant has violated AS 34.03.120(b) or the

1 tenant has used the dwelling unit or allowed the dwelling unit to be used for
2 an illegal purpose, the tenant fails or refuses to deliver up the possession of the
3 premises within five days;

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

9 (E) because the tenancy is based upon an estate at will or by
10 sufferance, the tenant or person in possession continues in possession of the
11 premises after expiration of the time for determining the tenancy; or

12 (3) when, without a demand made in writing for the possession of the
13 premises,

14 (A) a person in possession continues in possession of the
15 premises

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

18 (ii) without a valid rental agreement as that term is
19 defined in AS 34.03.360 and without the consent of the landlord; or

20 (B) a tenant or person in possession continues in possession of
21 the premises after the tenancy has been terminated by issuance of an order of
22 abatement under AS 09.50.210(a).

23 (b) For property to which the provisions of AS 34.03 (Uniform Residential
24 Landlord and Tenant Act) do not apply, unlawful holding by force includes each of
25 the following within the meaning of AS 09.45.060 - 09.45.160:

26 (1) when, for failure or refusal to pay rent due on the lease or
27 agreement under which the tenant or person in possession holds, after receipt of
28 demand made in writing by the landlord for the possession of the premises if the rent
29 is not paid, the tenant or person in possession fails or refuses to vacate or pay the rent
30 due within 10 days;

31 (2) when, after receipt of demand made in writing for the possession

1 of the premises,

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

7 (B) because the tenant or person in possession has deliberately
8 inflicted substantial damage to the premises, the tenant or person in possession
9 of a premises fails or refuses to deliver up the possession of the premises on
10 the date specified in the demand for possession; the date specified may not be
11 less than 24 hours after the date of receipt of the demand for possession;

12 (C) because the tenant or person in possession has violated
13 AS 34.05.100(a) or has used the premises for or allowed the premises to be
14 used for an illegal purpose, the tenant or person in possession fails or refuses
15 to deliver up the possession of the premises within five days;

16 (D) for premises the lease or occupation of which is primarily
17 for the purpose of farming or agriculture, because the tenant or person in
18 possession has violated of AS 34.05.025, other than a violation that is a breach
19 under (B) or (C) of this paragraph, the tenant fails or refuses to deliver up
20 possession of the premises within 30 days; or

21 (E) because the tenancy is based upon an estate at will or by
22 sufferance, the tenant or person in possession continues in possession of the
23 premises after expiration of the time for determining the tenancy; or

24 (3) when, without a demand made in writing for the possession of the
25 premises,

26 (A) a person in possession continues in possession of the
27 premises

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

30 (ii) without a written lease or agreement and without the
31 consent of the landlord; or

1 (B) a tenant or person in possession continues in the possession
2 of the premises after the tenancy has been terminated by issuance of an order
3 of abatement under AS 09.50.210(a).

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

5 Sec. 09.45.100. [REQUISITES OF] NOTICE TO QUIT. (a) Except where
6 demand for possession of premises is made under AS 09.45.090(a)(1) or (b)(1), in
7 addition to a demand made in writing for possession of premises required to be
8 given under AS 09.45.090, a person entitled to the premises who seeks to recover
9 possession of the premises may not commence and maintain an action to recover
10 possession of premises under AS 09.45.060 - 09.45.160 unless the person first gives
11 a notice to quit to the person in possession.

12 (b) To recover possession of premises after a tenant or person in
13 possession has failed or refused to pay rent due, for purposes of (d) of this section
14 and AS 09.45.110, demand for possession of the premises under AS 09.45.090(a)(1)
15 or (b)(1) constitutes notice to quit, and service of a separate notice to quit is not
16 required.

17 (c) Except as provided in (b) of this section, a notice to quit may not be
18 given until the number of days specified in AS 09.45.090 has expired following the
19 receipt by the person in possession of the demand in writing for possession.
20 However, if, under AS 09.45.090, there is no requirement that the person in
21 possession receive a demand in writing for the possession of the premises, the
22 person who seeks to recover possession may immediately serve a notice to quit
23 under this section.

24 (d) A notice to quit shall be in writing and shall be served upon the tenant or
25 person in possession by being

26 (1) delivered to the tenant or person;

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

28 or

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

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

2 Sec. 09.45.110. PERIOD BETWEEN SERVICE OF NOTICE AND ACTION
3 BROUGHT. An action for the recovery of the possession of the premises may be
4 commenced

5 (1) after service of [MAINTAINED IN THE CASES SPECIFIED IN
6 AS 09.45.090(2) WHEN] the notice to quit [HAS BEEN SERVED] upon the tenant
7 or person in possession

8 (A) by personal delivery of the notice to quit to the tenant
9 or person; or

10 (B) by leaving a copy of the notice to quit at the premises;
11 or

12 (2) on or after

13 (A) the 14th day following mailing of the demand for
14 possession of the premises to the tenant or person in possession by
15 registered or certified mail. when demand is made under
16 AS 09.45.090(a)(1) or (b)(1); or

17 (B) the fourth day following mailing of the notice to quit to
18 the tenant or person in possession by registered or certified mail in
19 circumstances not covered by AS 09.45.090(a)(1) or (b)(1) [FOR THE
20 PERIOD OF 10 DAYS BEFORE THE COMMENCEMENT OF THE ACTION
21 UNLESS THE LEASING OR OCCUPATION IS FOR THE PURPOSE OF
22 FARMING OR AGRICULTURE, IN WHICH CASE THE NOTICE SHALL
23 BE SERVED 90 DAYS BEFORE COMMENCEMENT OF THE ACTION].

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

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

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

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

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

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

17 (1) prostitution:

18 (2) an illegal activity involving a place of prostitution: or

19 (3) an illegal activity involving

20 (A) alcoholic beverages:

21 (B) a controlled substance; or

22 (C) an imitation controlled substance.

23 * Sec. 8. 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 an imitation
26 controlled substance," "illegal activity involving a place of prostitution," and
27 "prostitution" have the meanings given in AS 34.03.360.

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

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

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

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

7 Sec. 09.50.210. ORDER OF ABATEMENT. (a) If the court finds and

8 enters [UPON] judgment that a nuisance exists, the court shall enter an order of

9 abatement. The order of abatement must direct

10 (1) termination of the lease or rental agreement, if any, on the

11 premises subject to the order of abatement, if the tenant who occupies under the

12 lease or rental agreement has been given notice of the proceedings under

13 AS 09.50.170 - 09.50.240;

14 (2) [SHALL BE ENTERED DIRECTING] the removal from the

15 building or place of the fixtures, furniture, and movable property used in the nuisance

16 and their sale in the manner provided for the sale of chattels under execution;

17 (3) [. THE ORDER SHALL ALSO DIRECT] the closing of the

18 building or place against its use for any purpose for a period of one year unless sooner

19 released.

20 (b) A person who breaks and enters or uses a building, structure, or other

21 place [SO] directed to be closed by an order entered under (a)(3) of this section is

22 guilty of contempt and shall be punished for contempt as provided in AS 09.50.200.

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

24 Sec. 09.50.230. RELEASE OF PREMISES TO OWNER. (a) The court may

25 order premises abated under AS 09.50.210 delivered to the owner and cancel the

26 order of abatement if [IF] the owner of the premises

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

28 (2) [, AND] appears and pays all costs, fees, and allowances that

29 [WHICH] are a lien on the premises; [,] and

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

31 [THE FULL VALUE OF THE PROPERTY AS] determined by the court to the effect

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

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

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

9 * Sec. 12. AS 17.30 is amended by adding a new section to read:

10 Sec. 17.30.160. NOTICE TO LANDLORD FOLLOWING ARREST. (a) A
11 peace officer who arrests a person the peace officer believes is not the owner of the
12 premises for an illegal activity involving a controlled substance or an illegal activity
13 involving an imitation controlled substance on the premises shall

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

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

17 (A) in person; or

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

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

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

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

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

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

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

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

18 (2) does not include deterioration

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

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

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

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

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

31 (A) to determine whether prepaid rent or a security deposit shall

1 be applied to the payment of damages to the premises when authorized by
2 AS 34.03.070(b); and

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

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

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

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

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

18 (2) the provisions of

19 (A) a premises condition statement prepared under
20 AS 34.03.020(e) between the landlord and the tenant remains valid as
21 between the purchaser and the tenant until a new premises condition
22 statement is entered into between the purchaser and the tenant; and

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

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

29 (b) The tenant may not knowingly engage at the premises in prostitution, an
30 illegal activity involving a place of prostitution, an illegal activity involving alcoholic
31 beverages, an illegal activity involving a controlled substance, or an illegal activity

1 involving an imitation controlled substance, or knowingly permit others in the premises
2 to engage in one or more of those activities at the rental premises.

3 * Sec. 18. AS 34.03.220(a) is amended to read:

4 (a) Except as provided in this chapter,

5 (1) if the tenant or someone in the tenant's control deliberately
6 inflicts substantial damage to the premises in breach of AS 34.03.120(a)(5), the
7 landlord may deliver a written notice to the tenant specifying the act constituting
8 the breach and specifying that the rental agreement will terminate upon a date
9 that is not less than 24 hours after receipt of the notice; at any time after the date
10 set out in the notice, the landlord may serve a notice to quit the premises; for
11 purposes of this paragraph, damage to premises is "substantial" if the loss,
12 destruction, or defacement of property attributable to the deliberate infliction of
13 damage to the premises exceeds the amount of the security deposit held by the
14 landlord under AS 34.03.070;

15 (2) if there is a material noncompliance by the tenant with the rental
16 agreement or noncompliance with AS 34.03.120, other than deliberate infliction of
17 substantial damage to the premises, materially affecting health and safety, the
18 landlord may deliver a written notice to the tenant specifying the acts and omissions
19 constituting the breach and specifying that the rental agreement will terminate upon
20 a date not less than 10 [20] days after receipt of the notice; if [. IF] the breach is not
21 remedied in five [10] days, the rental agreement terminates as provided in the notice
22 subject to the provisions of this section; if [. IF] the breach is remediable by repairs
23 or the payment of damages or otherwise and the tenant adequately remedies the breach
24 before the date specified in the notice, the rental agreement will not terminate; in [. IN]
25 the absence of due care by the tenant, if substantially the same act or omission that
26 constituted a prior noncompliance of which notice was given recurs within six months,
27 the landlord may terminate the rental agreement upon at least five [10] days written
28 notice specifying the breach and the date of termination of the rental agreement.

29 * Sec. 19. AS 34.03.220 is amended by adding a new subsection to read:

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

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

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

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

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

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

12 (4) transient occupancy in a hotel, motel, lodgings, or other transient
13 facility;

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

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

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

21 * Sec. 21. AS 34.03 is amended by adding a new section to read:

22 Sec. 34 03.335. PROOF OF CERTAIN PROPERTY DAMAGE CLAIMS. In
23 an action initiated by a party to recover damages or to obtain other relief to which a
24 party may be entitled under this chapter, a premises condition statement and contents
25 inventory prepared under AS 34.03.020(e) is presumptive evidence of the condition of
26 the premises and its contents at the commencement of the term of the period of
27 occupancy covered by the rental agreement between the parties. Unless its authenticity
28 is rebutted by clear and convincing evidence by the party against whom the statement
29 and contents inventory is offered, the statement and contents inventory may be offered
30 by a party, without additional supporting evidence, as the basis on which to compute
31 the recovery of damages to which the party may be entitled under this chapter.

1 * Sec. 22. AS 34.03 is amended by adding new sections to read:

2 Sec. 34.03.342. NOTICE TO LANDLORD FOLLOWING ARREST
3 RELATED TO PROSTITUTION. A peace officer who arrests a person the peace
4 officer believes is not the owner of the premises for prostitution or an illegal activity
5 involving a place of prostitution alleged to have been committed by the person on the
6 premises shall

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

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

10 (A) in person; or

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

16 Sec. 34.03.345. MEDIATION. A landlord and a tenant may agree to mediate
17 disputes between them as to an obligation of either of them arising out of the rental
18 agreement. If the landlord and tenant agree to mediate disputes, they shall include the
19 scope of the agreement within the executed rental agreement, incorporate a reference
20 to that agreement within the rental agreement, or add the text of the agreement as a
21 separate attachment to the rental agreement.

22 * Sec. 23. AS 34.03.360 is amended by adding new paragraphs to read:

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

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

31 (21) "illegal activity involving an imitation controlled substance" means

1 a violation of AS 11.73.010 - 11.73.030;

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

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

5 * Sec. 24. AS 34.05 is amended by adding a new section to read:

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

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

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

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

21 (d) A peace officer who arrests a person the peace officer believes is not the
22 owner of the premises for prostitution or an illegal activity involving a place of
23 prostitution alleged to have been committed by the person on the premises shall

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

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

27 (A) in person; or

28 (B) in writing, at the last address listed on the assessment roll
29 maintained by the municipality under AS 29.45.160 if the premises are located
30 within a municipality that levies and collects a property tax; if an address is not
31 available, notice of the person's arrest may be sent to the property owner at

1 any other address known to the peace officer.

2 (e) In this section,

3 (1) "illegal activity involving alcoholic beverages," "illegal activity
4 involving a controlled substance," "illegal activity involving an imitation controlled
5 substance," "illegal activity involving a place of prostitution," and "prostitution" have
6 the meanings given in AS 34.03.360;

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

10 * Sec. 25. AS 34.03.360(18) is repealed.

11 * Sec. 26. AS 09.45.125, added by sec. 5 of this Act, allowing orders to vacate and writs
12 of assistance to issue at the same time as the entry of judgment or at any later date, has the
13 effect of amending Rule 62(a) of the Alaska Rules of Civil Procedure and Rule 24(a) of the
14 Alaska District Court Rules of Civil Procedure by eliminating the respective periods of
15 automatic stays of enforcement upon judgment for orders to vacate premises.

16 * Sec. 27. AS 09.45.125, added by sec. 5 of this Act, takes effect only if sec. 26 of this
17 Act receives the two-thirds majority vote of each house required by art. IV, sec. 15,
18 Constitution of the State of Alaska.

8-LS0832ND
Chenoweth
3/23/94

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

BY

Offered:
Referred:

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, to the civil remedies of forcible entry
4 and detainer and nuisance abatement, and to the duties of peace officers to notify
5 landlords of arrests involving certain illegal activity on rental premises; and
6 amending Rule 62(a) of the Alaska Rules of Civil Procedure and Rule 24(a) of
7 the Alaska District Court Rules of Civil Procedure."

8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

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

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

13 (1) make a reasonable attempt to discover the identity of the owner of

1 the premises; and

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

3 (A) in person; or

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

9 (b) In this section, "illegal activity involving alcoholic beverages" and "peace
10 officer" have the meanings given in AS 34.03.360.

11 * Sec. 2. AS 09.45.090 is repealed and reenacted to read:

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

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

20 (2) when,

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

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

1 AS 34.03.220(a)(1);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 (F) a person in possession continues in possession of the
29 premises

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

1 (ii) without a written lease or agreement and without the
2 consent of the landlord; or

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

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

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

12 Sec. 09.45.100. [REQUISITES OF] NOTICE TO QUIT. (a) Except where
13 service of written notice is made under AS 09.45.090(a)(1) or (b)(1), or except
14 when notice to quit is not required by AS 09.45.090(a)(3) or (b)(3), a person
15 entitled to the premises who seeks to recover possession of the premises may not
16 commence and maintain an action to recover possession of premises under
17 AS 09.45.060 - 09.45.160 unless the person first gives a notice to quit to the person
18 in possession.

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

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

26 (1) delivered to the tenant or person;

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

28 or

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

1 * Sec. 4. AS 09.45 is amended by adding a new section to read:

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

4 (1) state

5 (A) the nature of the breach or violation of the lease or rental
6 agreement or other reason for termination of the tenancy of the tenant or person
7 in possession;

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

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

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

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

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

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

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

28 Sec. 09.45.125. ORDER. If, after trial, the court finds and enters judgment
29 against the tenant or person in possession, the court shall enter an order to vacate
30 directed to the tenant or person in possession and, at the request of the person
31 recovering possession of the premises, at the same time or at any later date may issue

1 a writ of assistance to a peace officer to secure that officer's assistance in serving and
2 enforcing the order to vacate.

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

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

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

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

20 (1) prostitution;

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

22 (3) an illegal activity involving

23 (A) alcoholic beverages;

24 (B) a controlled substance; or

25 (C) an imitation controlled substance.

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 an imitation
29 controlled substance," "illegal activity involving a place of prostitution," and
30 "prostitution" have the meanings given in AS 34.03.360.

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

1 Sec. 09.50.175. ADMISSIBILITY OF EVIDENCE TO PROVE NUISANCE.
2 In an action brought under AS 09.50.170(a) to prove the existence of a nuisance, the
3 court may consider

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

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

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

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

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

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

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

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

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

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

31 (2) [, AND] appears and pays all costs, fees, and allowances that

1 [WHICH] are a lien on the premises; [,] and

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

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

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

12 * Sec. 13. AS 17.30 is amended by adding a new section to read:

13 Sec. 17.30.160. NOTICE TO LANDLORD FOLLOWING ARREST. (a) A
14 peace officer who arrests a person the peace officer believes is not the owner of the
15 premises for an illegal activity involving a controlled substance or an illegal activity
16 involving an imitation controlled substance on the premises shall

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

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

20 (A) in person; or

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

26 (b) In this section, "illegal activity involving a controlled substance," "illegal
27 activity involving an imitation controlled substance," and "peace officer" have the
28 meanings given in AS 34.03.360.

29 * Sec. 14. AS 34.03.020 is amended by adding a new subsection to read:

30 (e) If required by the landlord, the landlord and the tenant shall include within
31 the rental agreement, incorporate by reference in the rental agreement, or add as a

1 separate attachment to the rental agreement a premises condition statement, setting out
2 the condition of the premises, including fixtures but excluding reference to any of the
3 other contents of the premises, and, if applicable, a contents inventory itemizing or
4 describing all of the furnishings and other contents of the premises and specifying the
5 condition of each of them. In the premises condition statement and contents inventory,
6 the parties shall describe the premises and its contents at the commencement of the
7 term of the period of the occupancy covered by the rental agreement. When signed
8 by the parties, the premises condition statement and contents inventory completed
9 under this subsection become part of the rental agreement.

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

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

19 (1) means deterioration of the premises and, if applicable, of the
20 contents of the premises;

21 (2) does not include deterioration

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

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

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

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

1 - 09.45.105 to a person who is wrongfully in possession,

2 (1) bring an action for possession against any person wrongfully in
3 possession; and

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

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

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

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

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

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

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

21 * Sec. 18. AS 34.03.110(a) is amended to read:

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

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

30 (2) the provisions of

31 (A) a premises condition statement prepared under

1 AS 34.03.020(e) between the landlord and the tenant remains valid as
2 between the purchaser and the tenant until a new premises condition
3 statement is entered into between the purchaser and the tenant; and

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

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

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

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

16 (a) Except as provided in this chapter,

17 (1) if the tenant or someone in the tenant's control deliberately
18 inflicts substantial damage to the premises in breach of AS 34.03.120(a)(5), the
19 landlord may deliver a written notice to quit to the tenant under AS 09.45.100 -
20 09.45.105 specifying the act constituting the breach and specifying that the rental
21 agreement will terminate upon a date that is not less than 24 hours after service
22 of the notice; for purposes of this paragraph, damage to premises is "substantial"
23 if the loss, destruction, or defacement of property attributable to the deliberate
24 infliction of damage to the premises exceeds \$400 or the amount of the security
25 deposit held by the landlord under AS 34.03.070, whichever is greater;

26 (2) if there is a material noncompliance by the tenant with the rental
27 agreement, or if there is noncompliance with AS 34.03.120, other than deliberate
28 infliction of substantial damage to the premises, materially affecting health and
29 safety, the landlord may deliver a written notice to quit to the tenant under
30 AS 09.45.100 - 09.45.110 specifying the acts and omissions constituting the breach and
31 specifying that the rental agreement will terminate upon a date not less than 10 [20]

1 days after service [RECEIPT] of the notice; if [. IF] the breach is not remedied [IN
2 10 DAYS], the rental agreement terminates as provided in the notice subject to the
3 provisions of this section; if [. IF] the breach is remediable by repairs or the payment
4 of damages or otherwise and the tenant adequately remedies the breach before the date
5 specified in the notice, the rental agreement will not terminate; in [. IN] the absence
6 of due care by the tenant, if substantially the same act or omission that constituted a
7 prior noncompliance of which notice was given recurs within six months, the landlord
8 may terminate the rental agreement upon at least five [10] days written notice to quit
9 specifying the breach and the date of termination of the rental agreement.

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

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

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

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

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

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

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

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

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

31 (2) compliance with the applicable building or housing code requires

1 alteration, remodeling, or demolition that would effectively deprive the tenant of use
2 of the dwelling unit;

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

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

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

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

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

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

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

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

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

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

28 (4) transient occupancy in a hotel, motel, lodgings, or other transient
29 facility;

30 (5) occupancy by an employee of a landlord whose right to occupancy
31 is conditioned upon employment substantially for services, maintenance, or repair to

1 the premises;

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

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

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

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

17 * Sec. 27. AS 34.03 is amended by adding new sections to read:

18 Sec. 34.03.342. NOTICE TO LANDLORD FOLLOWING ARREST
19 RELATED TO PROSTITUTION. A peace officer who arrests a person the peace
20 officer believes is not the owner of the premises for prostitution or an illegal activity
21 involving a place of prostitution alleged to have been committed by the person on the
22 premises shall

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

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

26 (A) in person; or

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

1 Sec. 34.03.345. MEDIATION. A land'ord and a tenant may agree to mediate
2 disputes between them as to an obligation of either of them arising out of the rental
3 agreement. If the landlord and tenant agree to mediate disputes, they shall include the
4 scope of the agreement within the executed rental agreement, incorporate a reference
5 to that agreement within the rental agreement, or add the text of the agreement as a
6 separate attachment to the rental agreement.

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

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

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

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

18 (22) "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 (23) "peace officer" means

21 (A) an officer of the state troopers;

22 (B) a member of the police force of a municipality; or

23 (C) a village public safety officer;

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

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

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

28 Sec. 34.05.100. TENANT RESPONSIBILITIES IN PREMISES NOT
29 SUBJECT TO AS 34.03. (a) In rented prenuises other than premises to which the
30 provisions of AS 34.03 apply, the tenant may not knowingly engage at the premises
31 in prostitution, an illegal activity involving a place of prostitution, an illegal activity

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

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

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

10 (d) A peace officer who arrests a person the peace officer believes is not the
11 owner of the premises for prostitution or an illegal activity involving a place of
12 prostitution alleged to have been committed by the person on the premises shall

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

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

16 (A) in person; or

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

22 (e) In this section,

23 (1) "illegal activity involving alcoholic beverages," "illegal activity
24 involving a controlled substance," "illegal activity involving an imitation controlled
25 substance," "illegal activity involving a place of prostitution," "peace officer," and
26 "prostitution" have the meanings given in AS 34.03.360;

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

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

31 * Sec. 31. AS 09.45.125, added by sec. 6 of this Act, allowing orders to vacate and writs

1 of assistance to issue at the same time as the entry of judgment or at any later date, has the
2 effect of amending Rule 62(a) of the Alaska Rules of Civil Procedure and Rule 24(a) of the
3 Alaska District Court Rules of Civil Procedure by eliminating the respective periods of
4 automatic stays of enforcement upon judgment for orders to vacate premises.

5 * Sec. 32. AS 09.45.125, added by sec. 6 of this Act, takes effect only if sec. 31 of this
6 Act receives the two-thirds majority vote of each house required by art. IV, sec. 15,
7 Constitution of the State of Alaska.

8-LS0832N
Chenoweth
5/25/94

amended #1 adopted

CS FOR HOUSE BILL NO. 222()

IN THE LEGISLATURE OF THE STATE OF ALASKA

EIGHTEENTH LEGISLATURE - SECOND SESSION

BY

Offered:
Referred:

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

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AS 09.45.100(b), of the written notice required by AS 34.03.220(b) by the landlord for recovery of 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 within 10 days;

(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) 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;

(D) 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);

(E) 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 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 on the premises
12 to engage in one or more of those activities at the rental premises.

13 * Sec. 18. AS 34.03.220(a) is amended to read:

14 (a) Except as provided in this chapter,

15 (1) if the tenant or someone in the tenant's control deliberately
16 inflicts substantial damage to the premises in breach of AS 34.03.120(a)(5), the
17 landlord may deliver a written notice to quit to the tenant under AS 09.45.100 -
18 09.45.105 specifying the act constituting the breach and specifying that the rental
19 agreement will terminate upon a date that is not less than 24 hours after service
20 of the notice: for purposes of this paragraph, damage to premises is "substantial"
21 if the loss, destruction, or defacement of property attributable to the deliberate
22 infliction of damage to the premises exceeds \$400 or the amount of the security
23 deposit held by the landlord under AS 34.03.070, whichever is greater;

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

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

8 * Sec. 19. AS 34.03.220 is amended by adding a new subsection to read:

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

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

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

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

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

24 * Sec. 22. AS 34.03.310(c) is amended to read:

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

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

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

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

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

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

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

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

15 * Sec. 23. AS 34.03.330(b) is amended to read:

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

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

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

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

26 (4) transient occupancy in a hotel, motel, lodgings, or other transient
27 facility;

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

31 (6) occupancy by an owner of a condominium unit or a holder of a

1 proprietary lease in a cooperative;

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

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

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

15 * Sec. 25. AS 34.03 is amended by adding a new section to read:

16 Sec. 34.03.345. MEDIATION. A landlord and a tenant may agree to mediate
17 disputes between them as to an obligation of either of them arising out of the rental
18 agreement. If the landlord and tenant agree to mediate disputes, they shall include the
19 scope of the agreement within the executed rental agreement, incorporate a reference
20 to that agreement within the rental agreement, or add the text of the agreement as a
21 separate attachment to the rental agreement.

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

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

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

31 (21) "illegal activity involving an imitation controlled substance" means

1 a violation of AS 11.73.010 - 11.73.030;

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

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

5 * Sec. 27. AS 34.05 is amended by adding a new section to read:

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

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

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

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

21 (d) In this section,

22 (1) "illegal activity involving alcoholic beverages," "illegal activity
23 involving a controlled substance," "illegal activity involving an imitation controlled
24 substance," "illegal activity involving a place of prostitution," and "prostitution" have
25 the meanings given in AS 34.03.360;

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

29 * Sec. 28. AS 34.03.360(18) is repealed.

30 * Sec. 29. AS 09.45.125, added by sec. 5 of this Act, allowing orders to vacate and writs
31 of assistance to issue at the same time as the entry of judgment or at any later date, has the

1 effect of amending Rule 62(a) of the Alaska Rules of Civil Procedure and Rule 24(a) of the
2 Alaska District Court Rules of Civil Procedure by eliminating the respective periods of
3 automatic stays of enforcement upon judgment for orders to vacate premises.

4 * Sec. 30. AS 09.45.125, added by sec. 5 of this Act, takes effect only if sec. 29 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

A M E N D M E N T

OFFERED IN THE HOUSE

TO: CSHB 222() "I" Version

Page 11, following line 12:

Insert a new bill section to read:

"* Sec. 18. AS 34.03.210 is amended to read:

Sec. 34.03.210. TENANT'S REMEDIES FOR LANDLORD'S UNLAWFUL
CUSTER, EXCLUSION, OR DIMINUTION OF SERVICE. (a) If the landlord
unlawfully removes or excludes the tenant from the premises or unlawfully
[WILFULLY] diminishes services to the tenant by interrupting or causing the
interruption of electric, gas, water, sanitary, or other essential service to the tenant,

(1) the tenant may recover possession or terminate the rental
agreement and, in either case, recover an amount not to exceed one and one-half times
the actual damages;

(2) in addition to the remedies set out in (1) of this subsection. if
the landlord's removal or exclusion of the tenant or diminishment of service to
the tenant is found to be wilful, the tenant may recover an additional penalty. in
an amount to be determined by the court; in determining an amount of penalty
under this paragraph, the court may consider the seriousness of the landlord's
unlawful action. the amount of loss caused to the tenant by the landlord's
unlawful action. the amount of benefit derived by the landlord by reason of the
landlord's unlawful action. and the deterrence of other unlawful action by the
landlord.

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

Renumber the following bill sections accordingly.

Page 16, line 4:

Delete "sec. 29"

Insert "sec. 30"

A M E N D M E N T

OFFERED IN THE HOUSE

TO: CSHB 222() "I" Version

Page 11, following line 12:

Insert a new bill section to read:

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

(a) Except as provided in this chapter,

(1) if the landlord fails to comply with the rental agreement or AS 34.03.100, and the reasonable cost of compliance is less than \$300, or an amount equal to one-half the periodic rent, whichever amount is greater, the tenant may recover damages for the breach under this section or may notify the landlord of the tenant's intention to correct the condition at the landlord's expense; if the landlord fails to comply within 10 days after being notified by the tenant in writing or as promptly as conditions require in case of emergency, the tenant may make the repairs and, after submitting to the landlord an itemized statement, deduct from the tenant's rent the actual and reasonable cost or the fair and reasonable value of the work, not exceeding the amount specified in this paragraph;

(2) if there is a material noncompliance by the landlord with the rental agreement or a noncompliance with AS 34.03.100 materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and specifying that the rental agreement will terminate upon a date not less than 10 [20] days after service [RECEIPT] of the notice if the breach is not remedied in 10 days, and the rental agreement shall terminate as provided in the notice subject to the provisions of this section; if [. IF] the breach is remediable by repairs or the payment of damages or otherwise, and the landlord remedies the breach before the date specified in the notice, the rental agreement will not terminate; in [. IN] the absence of due care by the landlord, if

substantially the same act or omission that constituted a prior noncompliance of which notice was given recurs within six months, the tenant may terminate the rental agreement upon at least five [10] days written notice specifying the breach and the date of termination of the rental agreement;

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

Renumber the following bill sections accordingly.

Page 16, line 4:

Delete "sec. 29"

Insert "sec. 30"

A M E N D M E N T

OFFERED IN THE HOUSE

TO: CSHB 222() "I" Version

Page 11, following line 12:

Insert a new bill section to read:

"* Sec. 18. AS 34.03.210 is amended to read:

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

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

Renumber the following bill sections accordingly.

Page 16, line 4:

Delete "sec. 29"

Insert "sec. 30"

AMENDMENT I

adopted

OFFERED IN THE HOUSE

TO: CSHB 222() "I" Version

Page 11, following line 12:

Insert a new bill section to read:

"* Sec. 18. AS 34.03.210 is amended to read:

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

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

Renumber the following bill sections accordingly.

Page 16, line 4:

Delete "sec. 29"

Insert "sec. 30"

adopted
2
entire
amend.

A M E N D M E N T

OFFERED IN THE HOUSE

TO: CSHB 222() "I" Version

Page 11, following line 12:

Insert a new bill section to read:

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

(a) Except as provided in this chapter,

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

#1

(2) if there is a material noncompliance by the landlord with the rental agreement or a noncompliance with AS 34.03.100 materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and specifying that the rental agreement will terminate upon a date not less than 10 [20] days after service [RECEIPT] of the notice if the breach is not remedied in 10 days, and the rental agreement shall terminate as provided in the notice subject to the provisions of this section; if [IF] the breach is remediable by repairs or the payment of damages or otherwise, and the landlord remedies the breach before the date specified in the notice, the rental agreement will not terminate; in [IN] the absence of due care by the landlord, if

#2
adopted.

substantially the same act or omission that constituted a prior noncompliance of which notice was given recurs within six months, the tenant may terminate the rental agreement upon at least five [10] days written notice specifying the breach and the date of termination of the rental agreement;

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

Renumber the following bill sections accordingly.

Page 16, line 4:

Delete "sec. 29"

Insert "sec. 30"

FISCAL NOTE

STATE OF ALASKA
1994 LEGISLATIVE SESSION

BILL NO: CSHB 222(JUD)

Revision Date: _____ Dept. Affected: Public Safety
 Title: "An Act relating to landlords and tenants termination" BRU: Alaska State Troopers
 Component: Criminal Investigations Bureau
 Sponsor: Representative James
 Requestor: H. FIN COMPONENT SERIAL NO. 830

EXPENDITURES/REVENUES: (Thousands of Dollars) (inflation not included)

OPERATING	FY 95	FY 96	FY 97	FY 98	FY 99	FY 00
PERSONAL SERVICES	19.0	19.0	19.0	19.0	19.0	19.0
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	19.0	19.0	19.0	19.0	19.0	19.0
CAPITAL						
CHANGE IN REVENUES ()						

FUNDING: (Thousands of Dollars)

1002 Federal Receipts						
1003 GF Match						
1004 GF	19.0	19.0	19.0	19.0	19.0	19.0
1005 GF/Program Receipts						
1006 GF/MHTIA						
Other						
TOTAL	19.0	19.0	19.0	19.0	19.0	19.0

Estimate of current year (FY 94) impact: \$ _____

POSITIONS:

FULL-TIME	0	0	0	0	0	0
PART-TIME	0	0	0	0	0	0
TEMPORARY	0	0	0	0	0	0

ANALYSIS: (Attach a separate page if necessary.)

See attached analysis.

Prepared By: Francis C. Allan Phone: 269-5691
 Division: Alaska State Troopers Date: 1/20/94
 Approved by Commissioner: *[Signature]* Date: 1/20/94
 Agency: Richard L. Burton, Dept. of Public Safety

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CSHB 222(JUD) amends existing landlord-tenant laws to allow property owners to terminate rental agreements for residential property with renters engaged in certain alcohol and drug violations. The bill creates a duty on the part of peace officers who arrest persons for certain alcohol, drug, and imitation drug offenses committed in residential rental property to make a reasonable effort to discover the identity of the property owner and to notify the owner of the arrest either in person or at the last address listed on tax records and at any other address known to the peace officer(s).

The notice requirement found in Sec. 1 applies to alcohol violation arrests for sales from unlicensed premises where prohibited by local option; notice requirements found in Sec. 13 apply 1) to drug violations involving the manufacture or distribution of all drugs except small amounts of marijuana; 2) to imitation drug violations involving the manufacture or distribution of imitation drugs, or 3) possession of certain precursor chemicals used in the manufacture of imitation drugs.

Although the Alaska State Troopers estimates approximately 130 arrests for violation of the "local option" laws annually, they find no arrests for violation of the statute AS 04.11.010(b) cited in Sec. 24. The Troopers make approximately 500 arrests annually for applicable drug offenses. It is expected that approximately 85% of the drug offenders reside in rented property.

Based upon past arrests for these offenses, it is estimated that the Department of Public Safety will have to notify approximately 425 property owners per year.

There will be fiscal impact upon the Alaska State Troopers. For arrests requiring a written notice, we estimate that research required to identify the property owner, determine the last address listed on tax roles and any other addressed known to police, and to prepare the written notice, will take approximately two staff hours of research time per occurrence. There will be costs for materials, preparation time, and postage.

Since these offenses will be spread throughout the state, no one person would handle them all; the impact would be felt by the detachment personnel handling the cases. Overtime will be needed for this additional work.

Overtime calculations

425 Incidents x 2hrs x \$22.31per hr.*= \$18,963.50

*Clerk Typist III, Range 8/A overtime rate per PACS.

FISCAL NOTE

STATE OF ALASKA
1994 LEGISLATIVE SESSION

BILL NO. CS HB 222(JUD)

Revision Date: 01/20/94 Dept. Affected: Alaska Court System
 Title: An Act relating to landlords and tenants BRU: Trial Courts
 Components: _____
 Sponsor: Reps. James, Porter
 Requestor: _____ COMPONENT SERIAL NO. 768

EXPENDITURES/REVENUES (Thousands of Dollars)

OPERATING EXPENDITURES	FY 95	FY 96	FY 97	FY 98	FY 99	FY 00
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS & CLAIMS						
TOTAL OPERATING	0.0	0.0	0.0	0.0	0.0	0.0

CAPITAL EXPENDITURES						
----------------------	--	--	--	--	--	--

CHANGE IN REVENUES ()						
------------------------	--	--	--	--	--	--

FUND SOURCE (Thousands of Dollars)


1002 Federal Receipts						
1003 GF Match						
1004 GF	0.0	0.0	0.0	0.0	0.0	0.0
1005 GF/Program Receipts						
1006 GF/MHTIA						
Other						
TOTAL	0.0	0.0	0.0	0.0	0.0	0.0

POSITIONS

FULL-TIME						
PART-TIME						
TEMPORARY						

Estimate of current year (FY 94) cost: \$ None

ANALYSIS: (Attach a separate page if necessary)
No fiscal impact.

Prepared by: C. S. Christensen III, Staff Counsel  Phone: 264-8228
 Agency: Alaska Court System Date: 01/20/94

Approved by: Arthur H. Snowden, II, Administrative Director  Date: 01/20/94
 Agency: Alaska Court System

PREPARER TO PROVIDE ALL DISTRIBUTION COPIES TO GOVERNOR'S LEGISLATIVE OFFICE

Alaska State Legislature

REPRESENTATIVE
JEANNETTE JAMES
P.C. 56622
North Pole, Alaska 99705
(907) 488-0862

House District 34



While in Juneau
State Capitol
Juneau, Alaska
99801-1182
(907) 465-3745

House Of Representatives

SPONSOR STATEMENT

HOUSE BILL 222

House Bill 222 is based in part on the 1992 Senate Bill 35 in response to concern that current landlord-tenant laws are weighted in favor of protecting abusive tenants. HB222 has several purposes:

- ** To allow for an expedited eviction of a tenant who damages the premises or fails to pay rent.
- ** To make the legal obligations of a tenant more stringent.
- ** To expand the state's nuisance abatement statute to include more offenses and make the process more accessible for landlords.
- ** To require peace officers to notify the landlord when a tenant has been arrested for certain criminal offenses.

Both landlords and law-abiding tenants need to be protected from abusive tenants. House Bill 222 will provide this much-needed protection.

Attachment # 2

2/7/94

passed

8-LS0832J.6 ✓

Chenoweth

1/25/94

AMENDMENT

①

OFFERED IN THE HOUSE
TO: CSHB 222(JUD)

BY REPRESENTATIVE JAMES

Page 10, line 30 after "(3)":

Insert "with or breach of an obligation imposed by AS 31.03.120(a)(6) or (7) or
constituting noncompliance".

Attachment #3
2/7/94

8-LS0832J.7 ✓
Chenoweth
2/1/94

passed
②

AMENDMENT

OFFERED IN THE HOUSE BY REPRESENTATIVE JAMES
TO: CSHB 222(JUD)

Page 9, line 30:

Delete "[UNREASONABLY]"
Insert "unreasonably"

Page 9, line 31:

Delete "[UNREASONABLY]"
Insert "unreasonably"

Alaska State Legislature

REPRESENTATIVE
JEANNETTE JAMES

P.O. Box 58622
North Pole, Alaska 99705
(907) 488-0862

House District 34



White in Juneau
State Capitol
Juneau, Alaska
99801-1182
(907) 465-3745

House Of Representatives

February 2, 1994

Sponsor Amendments to HB222:

J.6: This is necessary, per Jack Chenoweth, simply to add items (6) and (7) which were inadvertently not included.

J.7: This adds "unreasonably" BACK in, as in the current law, to allow for "reasonable" situations such as a tenant's normal mid-day noise disturbing a neighbor who sleeps during the day.

AMENDMENT

3

OFFERED IN THE HOUSE
TO: CSHB 222(JUD)

Rep. Brown

Page 10, following line 8:

Insert a new bill section to read:

"* Sec. 20. AS 34.03.210 is amended to read:

Sec. 34.03.210. TENANT'S REMEDIES FOR LANDLORD'S UNLAWFUL OUSTER, EXCLUSION, OR DIMINUTION OF SERVICE. If the landlord unlawfully removes or excludes the tenant from the premises or wilfully diminishes services to the tenant by interrupting or causing the interruption of electric, gas, water, sanitary, or other essential service to the tenant, the tenant may recover possession or terminate the rental agreement and, in either case, recover three months' rent or an amount not to exceed one and one-half times the actual damages, whichever is greater. If the rental agreement is terminated, the landlord shall return all prepaid rent and security deposits recoverable by the tenant under AS 34.03.070."

Renumber the following bill sections accordingly.

§ 4.106

RESIDENTIAL LANDLORD AND TENANT ACT

various states providing that if the premises are so destroyed or injured as to be untenable or unfit for occupancy the tenant may quit and surrender possession of the premises:

Arizona Rev.Stat., Sec. 33-343 (1956)

Connecticut Gen.Stat., Sec. 47-24 (1960)

Michigan Stat., Sec. 26.1121 (1953)

Minnesota Stat., Sec. 504.05 (1957)

Mississippi Code Ann., Sec. 898 (1957)

Wisconsin Stat., 234.17 (1957)

West Virginia in 1931 adopted Section 37-6-28 providing for

"... a reasonable reduction of the rent for such time as may elapse until there be placed again upon the premises buildings, or other structures, of as much value to be tenant for his purposes as those destroyed, ..."

Action in Adopting Jurisdictions

Variations from Official Text:

Kentucky. Subsec. (a) reads: "If the dwelling unit or premises are damaged or destroyed by fire or casualty or so injured by the elements, act of God, or other cause to an extent that enjoyment of the dwelling unit is substantially impaired, the tenant or the landlord may terminate the rental agreement upon fourteen (14) days notice; however, the tenant may immediately vacate the premises."

In subsec. (b), inserts "under provision of this section" following "is terminated" and substitutes "the unused portion of the" for "security recoverable under Section 2.101 and all".

Nebraska. In subsec. (b), adds at the end thereof the following: "Notwithstanding the provisions of this section, the tenant is responsible for damage caused by his negligence."

Library References

Landlord and Tenant §101, 192, 211.
C.J.S. Landlord and Tenant §§ 99, 486, 532, 533.

§ 4.107. [Tenant's Remedies for Landlord's Unlawful Ouster, Exclusion, or Diminution of Service]

If a landlord unlawfully removes or excludes the tenant from the premises or willfully diminishes services to the tenant by interrupting or causing the interruption of heat, running water, hot water, electric, gas, or other essential service, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount not more than [3] months' periodic rent or [threefold] the actual damages sustained by him, whichever is greater, and reasonable attorney's fees. If the rental agreement is terminated the landlord shall return all security recoverable under Section 2.101 and all prepaid rent.

RESIDENT

This is the violat comment

Variation: Kentucky actual damage is greater under Sec. Nebraska landlord unlawful tenant from wrongful act by in

Landlord 180

General Actual Damage Failure Punitive Unlawful Voluntary Weight

1. General Tenant landlord with tenant Good

2. Unlawful When or excluded diminution of service unlawful engagement action completed for v. Ariz.

3. Voluntary In reasonableness compliance coercion

~~REVISION 3~~

1/21/94

#4

A M E N D M E N T

Rep. Brown

OFFERED IN THE HOUSE FINANCE COMMITTEE
TO: CSHB 222(JUD)

Page 10, line 15, after "terminate":

Delete "24 hours"

Insert "10 days"

AMENDMENT

#5

~~Brown~~
~~1/21/94~~

Rep. Brown

OFFERED IN THE HOUSE FINANCE COMMITTEE
TO: CSHB 222(JUD)

Page 1, line 7 through Page 2, line 9: Delete

Page 6, line 26 through Page 7, line 12: Delete

A M E N D M E N T #4

OFFERED IN THE HOUSE
TO: CSHB 222(JUD)

Page 1, line 5, after "premises":

Insert "; and amending Rule 62(a) of the Alaska Rules of Civil Procedure and Rule 24(a) of the Alaska District Court Rules of Civil Procedure"

Page 12, following line 30:

Insert new bill sections to read:

"* Sec. 26. AS 09.45.125, added by sec. 6 of this Act, allowing orders to vacate and writs of assistance to issue at the same time as the entry of judgment or at any later date, has the effect of amending Rule 62(a) of the Alaska Rules of Civil Procedure and Rule 24(a) of the Alaska District Court Rules of Civil Procedure by eliminating the respective periods of automatic stays of enforcement upon judgment for orders to vacate premises.

* Sec. 27. AS 09.45.125, added by sec. 6 of this Act, takes effect only if sec. 26 of this Act receives the two-thirds majority vote of each house required by art. IV, sec. 15, Constitution of the State of Alaska."

DIVISION OF LEGAL SERVICES

**LEGISLATIVE AFFAIRS AGENCY
STATE OF ALASKA**

(907) 465-3867 or 465-2450
FAX (907) 465-2029
Mail Stop 3101

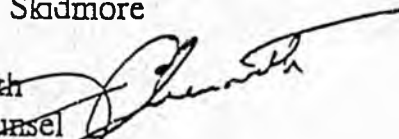
130 Seward Street, Suite 409
Juneau, Alaska 99801-2105

MEMORANDUM

March 22, 1993

SUBJECT: Senate Bill 155: Landlord-tenant law changes, orders of abatement, and omitted references to court rules changes (Work Order No. 8LS-0376\K.14)

TO: Senator Steve Frank
ATTN: David Skidmore

FROM: Jack Chenoweth
Legislative Counsel 

Chris Christensen of the Alaska Court System alerted me to the omission of two court rule references from Senate Bill 155. I think his observation is correct. The enclosed amendment is intended to respond to his communication.

Proposed for addition to the forcible entry and detainer law (AS 09.45.070 - 09.45.160) in SB 155 is a new section, bill section 6. It would add AS 09.45.125 and, in essence, give a landlord who prevails in a forcible entry and detainer action the right to apply to the court immediately for a writ of assistance to secure the eviction of the tenant. Chris pointed out that there are two civil rules—one generally applicable and one in the District Court rules—that impose automatic stays on court judgments, for ten and two days, respectively, in which a courts will not provide relief or otherwise support a prevailing party's efforts to secure relief under the judgment. Depending on whether a forcible entry and detainer action is heard and disposed of in superior court (in which case the ten day delay under the civil rule would apply) or in the district court (in which case the two day delay of the district court civil rule would be applicable), AS 09.45.125 sets aside the effect of the automatic stay in either case.

The proposed statute would modify the respective rules, so the court rule change process of article IV, section 15 of the state constitution should be followed and a two-thirds vote secured on the provision. Since that may not happen, I have added a provision that would set proposed AS 09.45.125 aside if that vote is not obtained.

JBC:gc
93-259.glc
Enclosure

PROPOSED AMENDMENT

Back-up

BILL NO: HB 222

DATE: March 31, 1993

TITLE: "An Act relating to
landlords and tenants. . ."

CONTACT: C.E. Swackhammer
Deputy Commissioner
465-4322

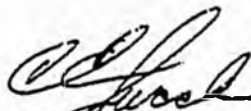
POSITION PAPER - Department of Public Safety

HB 222 amends existing landlord-tenant laws to allow property owners to terminate rental agreements for residential property with renters engaged in certain alcohol and drug violations. The bill creates a duty on the part of peace officers who arrest persons for certain alcohol, drug, and imitation drug offenses committed in residential rental property to make a reasonable effort to discover the identity of the property owner and to notify the owner of the arrest either in person or at the last address listed on tax records and at any other address known to the peace officer(s).

Based upon past arrests for these offenses, it is estimated that the Department of Public Safety will have to notify approximately 425 property owners per year.

There will be fiscal impact upon the Alaska State Troopers. For arrests requiring a written notice, we estimate that research required to identify the property owner, determine the last address listed on tax roles and any other address known to police, and to prepare the written notice, will take approximately two man hours of research time per occurrence. There will be costs for materials, preparation time, and postage. Where tax roles are computerized, this research time will be less, but will be offset by the majority of cases that will have to be hand searched in person at the borough tax office.

Although the provisions of this bill will create additional work for peace officers, the Department of Public Safety recognizes the problems created for property owners who find that they have rented to alcohol or drug violators. Allowing property owners to evict arrested drug and alcohol violators would help neighborhoods take an active role in fighting the war on drug and alcohol abuse. This law gives property owners a tool to help clean up their rental properties.



Richard L. Burton
Commissioner

HB 222 Finance Subcommittee Changes

(a) Adopted Rep. Brown's Amendment J.10

(1) Divides section AS 34.03.220 into 2 subsections

A. When the tenant deliberately inflicts substantial damage to the premises, the landlord may serve notice to quit and terminate the rental agreement 24 hours after service of notice.

B. When there is material non-compliance by the tenant of AS 34.03.120(a), other than (a)(5), the landlord may serve notice to quit, and if the noncompliance is not remedied within 10 days, the landlord may terminate the rental agreement.

(2) Returns original language of AS 34.03.120(a) as it currently appears in statute.

(b) Adopted Representative Hanley's amendment J.12 (amended amendment)

Amended AS 34.03.330(b)(1), under arrangements not governed by this chapter to include, "in premises used as temporary housing, public or private,..."

(c) Adopted Amendment J.1

Adds notice of change of relevant court rules (Rule 62(a) of Alaska Rules of Civil Procedure and Rule 24(a) of Alaska District Court Rules of Civil Procedure), due to the addition of AS 09.45.125 in the draft's section 6.

(d) Deleted Public Safety's requirement of notifying the landlord following arrest for

(1) an illegal activity involving alcoholic beverages on the premises.

(2) an illegal activity involving a controlled substance or an illegal activity involving an imitation controlled substance.

(3) prostitution or an illegal activity involving a place of prostitution.

(e) Adopted Representative Brown's amendment R.1 (amended amendment)

Changed the definition of substantial damage in draft's section 20, to include "\$400.00 or" ~~the~~ amount of the security deposit held by the landlord under AS 34.03.070, whichever is greater.

(f) Added a new section, AS 34.03.345 "Mediation" to draft's section 27, from Representative Finkelstein's amendment K.18. Only the first two sentences of amendment's page 2, section 26 were adopted.

(g) Adopted rewrite of AS 09.45.090, "Unlawful holding by force."

(1) Cross referenced applicable provisions in Title 34 and Title 9

(2) Clarified that notice required under 09.45.100-105 satisfies requirements on corresponding provisions in Title 34

- (h) Adopted Representative Parnell's amendment R.4
Replaces existing references of "receipt" of notice with "service" of notice.

Sec1 UNLAWFUL HOLDING BY FORCE includes:

a For property to which Uniform Landlord/Tenant Act DOES APPLY, UNLAWFUL HOLDING BY FORCE includes:

1. when tenant fails to pay rent 10 days after service of written notice;
2. when
 - A tenant fails to maintain premises, affecting health and safety, and fails to vacate 10 days after service of written notice
 - B tenant has de:iberately inflicted substantial damage of \$400 or security deposit, whatever is greater, written notice has been served that agreement will terminate in 24 hours, and tenant fails to vacate in specified time
 - C tenant fails to vacate 30 days after landlord gives notice of: remodeling due to code; good faith recovery for personal purposes or remodeling; or sale of property
 - D tenant in mobile home park fails to vacate in specified time after land use change
 - E tenant fails to vacate within 14 days after expiration of week-to-week agreement or 30 days after expiration of month-to-month agreement
 - F tenant knowingly engages in illegal activity and fails to vacate in 5 days after service of written notice
 - G tenant has no valid rental agreement and fails to vacate immediately after service of written notice.
3. when without a notice: to quit, but after an order of abatement, tenant fails to vacate.

b For property to which Uniform Landlord/Tenant Act DOES NOT APPLY, UNLAWFUL HOLDING BY: includes:

1. when tenant fails to pay rent 10 days after service of written notice;

2. when, following service of notice to quit

A tenant has breached rental agreement and fails to vacate in 10 days

B tenant has deliberately inflicted substantial damage and fails to vacate in 24 hours

C tenant has used premises for illegal purposes and fails to vacate in 5 days

L tenant on agricultural property breaches agreement and fails to vacate in 30 days

E tenant fails to vacate after estate at will terminates

F tenant fails to vacate

i. at expiration of time limited in agreement

ii. without written agreement or consent

...3... when tenant fails to vacate after order of abatement.

C when landlord is required to provide written notice by mail, 3 days must be added to a and b above.

Tenant fails to pay rent when due

Tenant fails to pay rent when due
(Violation of AS 09.45.090(a)(1))

Landlord may serve notice
under AS 09.45.100(b), of
written notice required by
AS 34.03.220(b)

If notice is served
by being (1)
delivered to the
tenant or person;
(2) left at the
premises in case
of absence from
the premises

If notice is served
by being sent by
registered or
certified mail

Unlawful holding of
force occurs if the
rent is not paid and
the tenant or person
in possession of
premises fails to
vacate within 10
days of service of
notice

Unlawful holding of
force occurs if the
rent is not paid and
the tenant or person
in possession of
premises fails to
vacate within 13
days of service of
notice

An action for the recovery of the possession of the premises may be commenced on or after the date the tenant or person in possession unlawfully holds the possession of the dwelling unit by force as determined under AS 09.45.090.

09.45.090(a)(1)

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

09.45.100(b)

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

34.03.220(b)

If rent is unpaid when due and the tenant fails to pay rent within 10 days after written notice by the landlord of nonpayment and the intention to terminate the rental agreement if the rent is not paid within that period of time, the tenancy terminates unless the landlord agrees to allow the tenant to remain in occupancy, and the landlord may terminate the rental agreement and immediately recover possession of the rental unit; only one written notice of default need be given the tenant by the landlord as to any one default.

**Tenant violates condition under AS 34.03.120(a),
other than AS 34.03.120(a)(5)**

Tenant violates condition of AS 34.03.120(a), other than AS 34.03.120(a)(5), or condition in the rental agreement

Landlord may serve notice under AS 09.45.100, of written notice required by AS 34.03.220(a)(2)

If notice is served by being (1) delivered to the tenant or person; (2) left at the premises in case of absence from the premises

If notice is served by being sent by registered or certified mail

Unlawful holding of force occurs if noncompliance is not satisfied within the number of days specified under AS 34.03.220(a)(2)

Unlawful holding of force occurs if noncompliance is not satisfied within three days added to the number of days specified under AS 34.03.220(a)(2)

AS 34.03.120(a) Tenant to maintain dwelling unit.

The tenant shall

- (1) keep that part of the premises occupied and used by the tenant as clean and safe as the condition of the premises permit;
- (2) dispose all ashes, rubbish, garbage, and other waste from the dwelling unit in a clean and safe manner;
- (3) keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- (4) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air-conditioning, kitchen, and other facilities and appliance including elevators in the premises;
- (6) not unreasonably disturb, or permit others on the premises with the tenant's consent to unreasonably disturb, a neighbor's peaceful enjoyment of the premises; and
- (7) maintain smoke detection devices as required under AS 18.70.095.

AS 34.03.220(a)(2)

If there is a material noncompliance by the tenant with the rental agreement, or if there is noncompliance with AS 34.03.120, other than deliberate infliction of substantial damage to the premises, materially affecting health and safety, the landlord may deliver a written notice to quit to the tenant under AS 09.45.100 - 09.45.110 specifying the acts and omission constituting the breach and specifying that the rental agreement will terminate upon a date not less than 10 days after receipt of the notice; if the breach is not remedied the rental agreement terminates as provided in the notice subject to the provisions of this section; if the breach is remediable by repairs or the payment of damages or otherwise and the tenant adequately remedies the breach before the date specified in the notice, the rental agreement will not terminate; if noncompliance recurs within six months, the landlord may terminate the rental agreement upon at least five days written notice to quit.

An action for the recovery of the possession of the premises may be commenced on or after the date the tenant or person in possession unlawfully holds the possession of the dwelling unit by force as determined under AS 09.45.090.

**Tenant violates condition under AS 34.03.120(a)(5),
deliberately inflicting substantial damage to the premises**

Tenant violates condition under AS 34.03.120(a)(5), deliberately inflicting substantial damage to the premises

AS 34.03.120(a)(5) Tenant to maintain dwelling unit.
The tenant shall
(5) not deliberately or negligently destroy, deface, damage, impair, or remove a part of the premises or knowingly permit any person to do so.

Landlord may serve notice under AS 09.45.100, of written notice required by AS 34.03.220(a)(1)

AS 34.03.220(a)(1)
...for purposes of this paragraph, damage to premises is "substantial" if the loss, destruction, or defacement of property attributable to the deliberate infliction of damage to the premises exceeds \$400 or the amount of the security deposit held by the landlord under AS 34.03.070, whichever is greater.

If notice is served by being (1) delivered to the tenant or person; (2) left at the premises in case of absence from the premises

If notice is served by being sent by registered or certified mail

Unlawful holding of force occurs if tenant refuses to vacate within 24 hours after receipt of notice specified under AS 34.03.220(a)(1)

Unlawful holding of force occurs if the tenant refuses to vacate the premises within 4 days of service of notice specified under AS 34.03.220(a)(1)

An action for the recovery of the possession of the premises may be commenced on or after the date the tenant or person in possession unlawfully holds the possession of the dwelling unit by force as determined under AS 09.45.090.

Landlord requires tenant to vacate the premises for a reason set out in AS 34.03.310(c)(2) or (c)(4)-(7)

Landlord requires tenant to vacate the premises for a reason set out in AS 34.03.310(c)(2) or (c)(4)-(7)

Landlord may serve notice under AS 09.45.100

If notice is served by being (1) delivered to the tenant or person; (2) left at the premises in case of absence from the premises

If notice is served by being sent by registered or certified mail

Unlawful holding of force occurs if tenant fails to vacate within the longer of 30 days or period of notice for the landlord's recovery of premises set out in rental agreement

Unlawful holding of force occurs if tenant fails to vacate within three days added to the longer of 30 days or period of notice for the landlord's recovery of premises set out in rental agreement

An action for the recovery of the possession of the premises may be commenced on or after the date the tenant or person in possession unlawfully holds the possession of the dwelling unit by force as determined under AS 09.45.090.

AS 34.03.310 Retaliatory conduct prohibited

(c) Notwithstanding (a) and (b) of this section, a landlord may bring an action for possession if

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

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

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

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

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

In a mobile home park, if 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)

In a mobile home park, if 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)

Landlord may serve notice under AS 09.45.100

If notice is served by being (1) delivered to the tenant or person; (2) left at the premises in case of absence from the premises

If notice is served by being sent by registered or certified mail

Unlawful holding of force occurs if tenant fails to vacate within the longer of 180 days or period of notice for the landlord's recovery of premises set out in rental agreement

Unlawful holding of force occurs if tenant fails to vacate within three days added to the longer of 180 days or period of notice for the landlord's recovery of premises set out in rental agreement

AS 34.03.225(a)(4) Limitations on mobile home park operator's right to terminate
(a) A mobile home park operator may evict a mobile home or a mobile home park dweller or tenant only for one of the following reasons:
(4) a change in the use of the land comprising the mobile home park, or the portion of it on which the mobile home to be evicted is located; however, all dwellers or tenant so affected by a change in land use shall be given at least 180 days notice, or longer if a longer notice period is provided in a valid lease.

An action for the recovery of the possession of the premises may be commenced on or after the date the tenant or person in possession unlawfully holds the possession of the dwelling unit by force as determined under AS 09.45.090.

Tenant remains in possession of the premises without the landlord's consent after the termination of a periodic tenancy prescribed by AS 34.03.290(a) or (b)

Tenant remains in possession of the premises without the landlord's consent after the termination of a periodic tenancy prescribed by AS 34.03.290(a) or (b)

Landlord may serve a notice to quit under AS 09.45.100 of written notice required by AS 34.03.290(a) & (b)

If notice is served by being (1) delivered to the tenant or person; (2) left at the premises in case of absence from the premises

If notice is served by being sent by registered or certified mail

Unlawful holding of force occurs if tenant refuses to vacate within time specified under AS 34.03.290(a) & (b)

Unlawful holding of force occurs if tenant refuses to vacate within three days added to time specified under AS 34.03.290(a) & (b)

An action for the recovery of the possession of the premises may be commenced on or after the date the tenant or person in possession unlawfully holds the possession of the dwelling unit by force as determined under AS 09.45.090.

AS 34.03.290 Periodic tenancy and holdover

(a) While rent is current, the landlord or the tenant may terminate a week to week tenancy by written notice given to the other at least 14 days before the termination date specified in the notice

(b) The landlord or the tenant may terminate a month to month tenancy by written notice given to the other at least 30 days before the rental due date specified in the notice.

Tenant violates condition under AS 34.03.120(b) or uses the dwelling unit for an illegal purpose in violation of AS 34.03.310(c)(3)

Tenant violates condition under AS 34.03.120(b), or uses the dwelling unit for an illegal purpose

Landlord may serve notice to quit as required under AS 09.45.090(a)(2)

If notice is served by being (1) delivered to the tenant or person; (2) left at the premises in case of absence from the premises

Unlawful holding of force occurs if tenant refuses to vacate within 5 days after service of notice

If notice is served by being sent by registered or certified mail

Unlawful holding of force occurs if the tenant refuses to vacate the premises within 8 days after service of notice

An action for the recovery of the possession of the premises may be commenced on or after the date the tenant or person in possession unlawfully holds the possession of the dwelling unit by force as determined under AS 09.45.090.

AS 34.03.120(b)

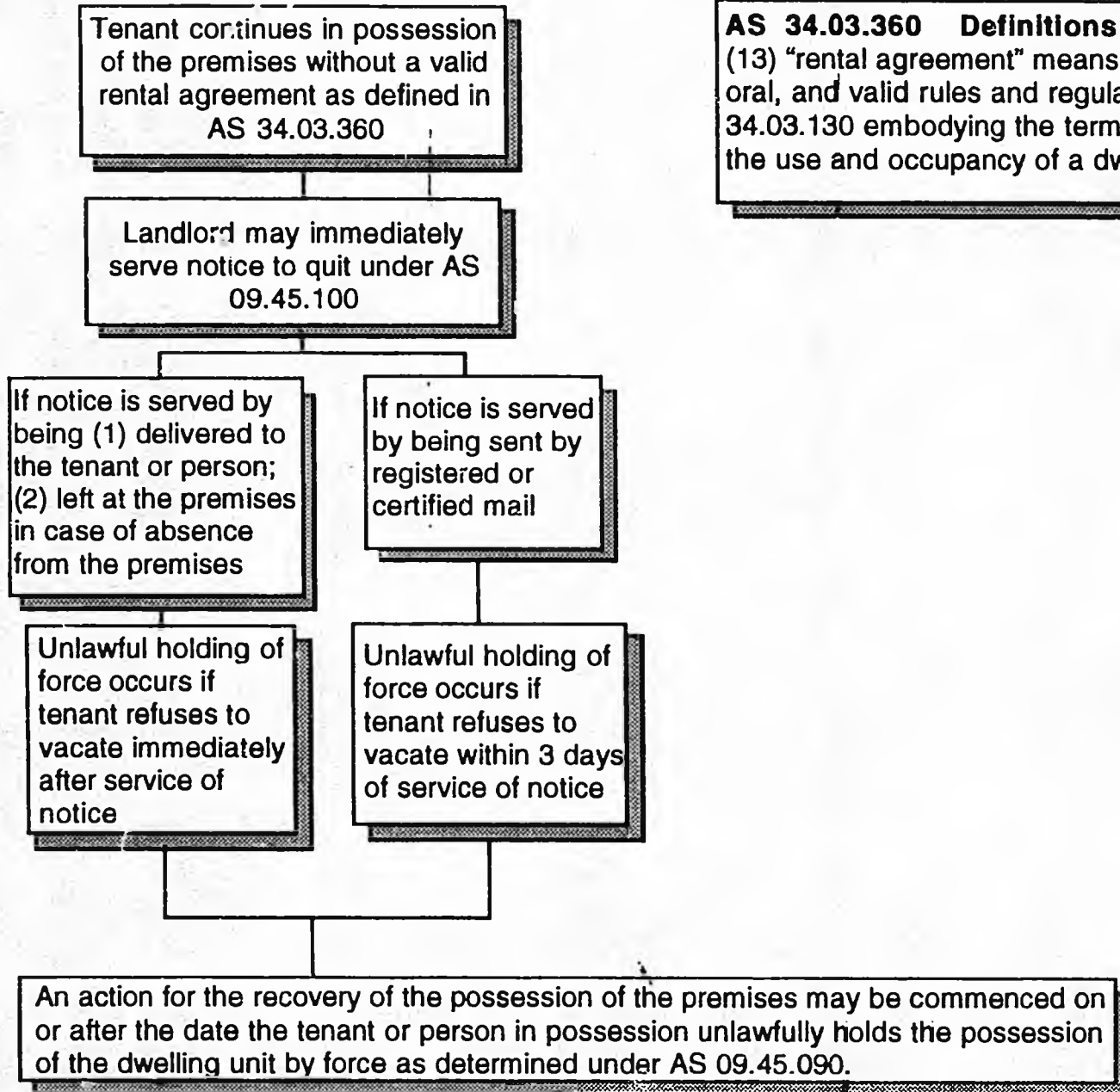
The tenant may not knowingly engage at the premises in prostitution, an illegal activity involving a place of prostitution, an illegal activity involving alcoholic beverages, an illegal activity involving a controlled substance, or an illegal activity involving an imitation controlled substance, or knowingly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

AS 34.03.290(c)

(c) Notwithstanding (a) and (b) of this section, a landlord may bring an action for possession if (3) the tenant is committing waste or a nuisance, or is using the dwelling unit for an illegal purpose or for other than living or dwelling purposes in violation of the rental agreement;

Tenant continues in possession of the premises without a valid rental agreement as defined in AS 34.03.360

AS 34.03.360 Definitions
(13) "rental agreement" means all agreements, written or oral, and valid rules and regulation adopted under AS 34.03.130 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.



CS FOR HOUSE BILL 220 (JUDICIARY):

SUMMARY AND ANALYSIS

House Bill 222 was conceived in response to constituents who were concerned with the relative freedom that abusive tenants enjoy before the law. This bill is based in part on Senate Bill 35 which was introduced by Senator Pourchot during the 17th Legislature. The bill generally amends portions of the Code of Civil Procedure (Title 9) and the Uniform Residential Landlord and Tenant Act (Title 34, Chapter 3). It is a complex piece of legislation, but it has five main goals:

I. To allow for an expedited eviction of a tenant for failing to pay rent when due by giving the court new authority to issue a writ of assistance at the same time it issues an order to vacate.

II. To revise the legal obligations of the tenant and make them more stringent.

III. To amend the state's nuisance abatement statutes, expanding the remedy to include additional offenses and making this process more accessible for landlords.

IV. To allow the forcible entry and detainer remedy to be used as an alternative or supplement to the nuisance abatement remedy.

V. To require peace officers to notify the landlord when the tenant has been arrested for certain criminal offenses involving alcohol and drugs.

I. EXPEDITED EVICTION OF TENANT FOR FAILURE TO PAY RENT WHEN DUE BY GIVING THE COURT NEW AUTHORITY TO ISSUE A WRIT OF ASSISTANCE AT THE SAME TIME IT ISSUES AN ORDER TO VACATE.

SUMMARY: Forcible entry and detainer is a civil legal remedy that refers to a summary proceeding for restoring to possession of property one who is wrongfully deprived of the possession. In general, it may be invoked as the result of either of two conditions: forcible entry--taking possession of lands/tenements with force against the will of those entitled to the possession, and without the authority of law--or unlawful detainer--the unjustifiable retention of the possession of lands by one whose original entry was lawful and of right, but whose right to the possession has terminated and who refuses to quit. Usually, before the forcible entry and detainer remedy is utilized, it must be determined that the pertinent property is unlawfully held by force.

Alaska's forcible entry and detainer statutes are in Title 9, the Code of Civil Procedure (AS 09.45.060 - 09.45.160). HB222 basically amends these statutes to expedite a landlord's ability to evict a tenant for failing to pay rent when due by giving the court new authority to issue a writ of assistance at the

same time that it issues an order to vacate in a forcible entry and detainer action.

RELEVANT SECTION ANALYSIS:

Sections 3 and 4 make related changes to AS 09.45.100 ("REQUISITES OF NOTICE TO QUIT"). Read together, these sections carry forward the current requirement of allowing three days additional notice if, under the forcible entry and detainer remedy, notice to the tenant is provided by mail.

Section 8 gives new authority to the court by amending AS 09.45. This authority would allow the court, at the end of a forcible entry and detainer action, to enter an order to vacate against the tenant and at the same time provide a landlord with a writ of assistance to recover possession of the premises, if the landlord so requests.

Section 39 states that Section 8 has the effect of amending Rule 62(a) of the Alaska Rules of Civil Procedure and Rule 24(a) of the Alaska District Court Rules of Civil Procedure.

Section 40 states that Section 8 only takes effect if Section 39 receives the two-thirds majority vote of each house required by the Alaska State Constitution.

II. REVISION OF TENANT OBLIGATIONS.

A. RESPONSIBILITY FOR DAMAGES.

SUMMARY: The bills seeks to address the fact that abusive tenants often escape responsibility for damage done to the rental unit by themselves or their guests. HB222 amends the relevant statutes in two basic ways:

A. It removes the qualifying adjectives from the statute describing tenant obligations in order to make these requirements more stringent.

B. It consolidates and clarifies the statutory definition of damages.

As a result of these changes, and if the bill passes in this form, no one need worry about whether a tenant acted intentionally or negligently. Rather, if the tenant caused any damage beyond wear and tear due to "normal, nonabusive living," then the tenant may be held responsible for damages.

RELEVANT SECTION ANALYSIS:

Section 22 amends AS 34.03.120 ("TENANT TO MAINTAIN DWELLING UNIT") which currently assigns certain responsibilities to the tenant. Among them are the duty to use facilities and appliances in a reasonable manner, and the duty not to deliberately or negligently abuse the premises or to knowingly allow others to do so. The amendment eliminates these qualifying adjectives--replacing reasonable with ordinary--in order to make the tenant's obligations more stringent and straightforward.

The bill also revises the statutory definition of "damages" (used to ascertain whether or not a tenant is due a refund of all or any portion of a security deposit) in order to make the tenant's obligations more apparent. In current law, the definition of "damages" is divided between two statutes, AS 34.03.070(b) and AS 34.03.360(18).

Section 19 amends AS 34.03.070(b) ("SECURITY DEPOSITS AND PREPAID RENT") which currently states that "[damages]" does not include wear resulting from ordinary use of the premises." Section 19 reworks this statute, deleting the above phrase and stating the following:

"In this subsection, "damages" (1) means deterioration of the premises and, if applicable, of the contents of the premises; does not include deterioration (A) that is the result of the tenant's use of the premises by normal, nonabusive living; (B) caused by the landlord's failure to prepare for expected conditions or by the landlord's failure to comply with an obligation of the landlord imposed by this chapter."

Section 35 repeals AS 34.03.360(18) ("DEFINITIONS") which currently provides the definition of "wear resulting from ordinary use of the premises."

B. CHECKLIST APPROACH

SUMMARY: The bill creates a checklist procedure that lists the items in the apartment and describes the condition of these items and of the apartment itself. A distinction is made between two documents: a premises condition statement and a contents inventory. The purpose of these documents is to be able to verify the original condition of the rental unit and/or its furnishings in the event that there is a subsequent claim for damages. The relevant amendments were made to sections of statute in the Uniform Residential Landlord and Tenant Act (URLTA).

RELEVANT SECTION ANALYSIS:

Section 17 amends AS 34.03.020 ("TERMS AND CONDITIONS OF RENTAL AGREEMENT") and gives the landlord the right to require preparation of these documents and indicates how the documents may be made part of the rental agreement.

Section 20 amends AS 34.03.090 ("LANDLORD TO SUPPLY POSSESSION OF DWELLING") and gives the landlord the right to require the tenant to execute a statement and inventory before making possession of the premises available; at the same time, the landlord is required to indicate to the tenant how the information on the statement/inventory may be used.

Section 21 amends AS 34.03.110(a) ("LIMITATION OF LIABILITY") and addresses the status of the statement/inventory in the event the landlord sells the rental unit to a purchaser, leaving the tenant in residence.

Section 31 creates AS 34.03.335 ("PROOF OF BASIS IN CERTAIN PROPERTY DAMAGE CLAIMS"), establishing the statement and/or inventory as "presumptive evidence of the condition of the premises and its contents at the commencement of the term of the period of occupancy" in order to support any later claim for damages.

C. SUMMARY EVICTION.

SUMMARY: Certain provisions of HB222 are designed to add to the landlord's ability to seek rapid removal of an extremely abusive tenant; this expedited process is known as summary eviction. If HB222 is adopted in its present form, any "substantial" noncompliance by the tenant with an element of the rental agreement or with one of the tenant obligations set forth in AS 34.03.120(a) would allow the landlord to commence proceedings to recover tenancy on minimal notice, replacing the 20-day notice of current law. The tenant has an opportunity to take corrective action to remedy the breach, but the remedies must "satisfy the landlord" rather than just be "adequate."

RELEVANT SECTION ANALYSIS:

Section 26 amends AS 34.03.220(a). This statute currently provides that if there is a material noncompliance by the tenant either with the rental agreement or with AS 34.03.120 ("TENANT OBLIGATIONS") materially affecting health and safety, then the landlord may deliver a written notice specifying the nature of the noncompliance and giving the tenant 20 days to remedy the breach before the rental agreement terminates. If the breach is remediable by repairs or the payment of damages or otherwise and the tenant adequately remedies the breach before the date specified in the notice, the rental agreement will not terminate.

The revised statute provides that if the tenant fails to comply with either the rental agreement or one of the provisions of AS 34.03.120(1)-(7) (excluding noncompliance as to a utility service which is addressed elsewhere), then the landlord may deliver a written notice to the tenant specifying the acts/omissions constituting the breach and also specifying that the rental agreement will terminate 24 hours after receipt of notice. If the breach is remediable by repairs or the payment of damages or otherwise and the tenant remedies the breach to the satisfaction of the landlord before the date specified in the notice, the rental agreement will not terminate. If the breach is not remedied, the rental agreement terminates as provided in the notice, and at that time the landlord may serve a notice under AS 09.45.100 to quit the premises. This subsection only applies if the tenant's acts or omissions

- (1) which constitute noncompliance with or breach of the obligation imposed by AS 34.03.120(a)(5) (not to damage the premises)

are substantial; an act or omission is "substantial" if the loss of property exceeds the amount of the security deposit;

(2) which constitute noncompliance with or breach of an obligation imposed by AS 34.03.120(a)(1) - (4) (to keep the premises clean and safe; to dispose of all garbage; to keep plumbing fixtures clean; and to use appliances in an ordinary manner) materially affect the health or safety of the tenant or other tenants; or

(3) which constitute noncompliance by the tenant with the rental agreement, other than a provision of the rental agreement that addresses an obligation imposed by AS 34.03.120(a), detrimentally affect the landlord's investment in the premises, the quiet enjoyment of the premises by other tenants, or the use and occupancy of adjacent premises.

In addition, Section 5 amends AS 09.45.110(2) ("PERIOD BETWEEN SERVICE OF NOTICE AND ACTION BROUGHT") to provide that an action for recovery of the premises may be maintained as soon as the notice to quit has been served upon the tenant or person in possession; this only applies when there has been noncompliance by the tenant with the rental agreement or the provisions of AS 34.03.120(1) - (7), or when a person continues in possession of the premises without a written lease or agreement.

D. RELATED CHANGES.

SUMMARY/ANALYSIS: Three other sections serve to make the obligations of the tenant more stringent and to give the landlord easier access to remedies.

Section 2 amends AS 09.45.090 in part as follows. The addition of material in (2)(B) is included in order to authorize a landlord to recover premises after a notice to quit is given for the tenant's breach of a condition or covenant other than nonpayment of rent or engaging in identified criminal activity involving alcohol or drugs.

Section 19 adds as a tenant's duty the obligation of the tenant not to engage in illegal activities on rented premises or to knowingly allow others in the premises to do so.

Section 25 adds a codified section, proposed AS 34.05.100, extending to tenancies not covered by the Uniform Residential Landlord and Tenant Act the provisions establishing the duty on the tenant not to use the rented premises for illegal activities. Under this new section, noncompliance with the provision is a basis for seeking relief through the nuisance abatement process and, as with Section 22 above, an order of abatement covering a premises that falls within this section terminates the tenancy.

III. NUISANCE ABATEMENT.

SUMMARY: This refers to a civil legal remedy that seeks the suspension or cessation of a nuisance which is practically susceptible of being suppressed; in general, "nuisance" is understood to mean an activity which arises from unlawful use by a person of private property, working injury to the public and producing material annoyance.

Alaska's nuisance abatement statutes are found in Title 9, the Code of Civil Procedure (AS 09.50.170 - 09.50.240). As it reads, the current law provides for the abatement of nuisances that are illegal from a moral viewpoint (i.e., "lewdness, assignation, or prostitution or any other immoral act") and are associated with a particular building or place. However, this remedy is not specifically designed to be invoked in cases that involve rental units. HB222 amends the state's nuisance abatement statutes in four ways:

- A. The remedy is expanded to cover additional criminal offenses.
- B. The court is allowed to consider additional types of evidence in nuisance abatement relief actions.
- C. An abatement order issued by the court that affects a rental unit occupied by a tenant automatically terminates the associated lease or rental agreement.
- D. The court is given new flexibility in returning abated rental units to the owner when the tenant committed the nuisance.

RELEVANT SECTION ANALYSIS:

Section 10 revises AS 09.50.170 ("ABATEMENT OF PLACES USED FOR CERTAIN ACTS"). It deletes in that section the outdated references to "lewdness, assignation,...or any other immoral act" which are part of the existing basis for nuisance abatement relief; the reference in the current law to "prostitution" is retained. The amendment adds four new categories--an illegal activity involving alcoholic beverages, a controlled substance, or an imitation controlled substance, as well as illegal acts involving a place of prostitution--as grounds for relief under the nuisance abatement statutes. This latter addition was felt to be necessary due to the difficulty of proving the occurrence of the crime of prostitution.

Section 11 amends AS 09.50.170 and defines the five criminal activities that may trigger nuisance abatement relief, cross-referencing them to the meanings of those terms set out in the Uniform Residential Landlord and Tenant Act (AS 34.03.360).

Section 12 amends AS 09.50, adding a new section that would allow the court to consider (a) evidence of reputation within a community, or (b) evidence derived from state or federal court records that relate to previous complaints, if relief is sought under the expanded version of the nuisance abatement relief statute. Part (a) was based on the California statutory model.

Section 13 amends AS 09.50.210, recasting the law under which a court may issue a nuisance abatement order. The principal substantive change adds the underlined material in (a)(1) and directs the termination of the lease or

rental agreement on premises subject to the abatement order if the tenant has been given notice of the nuisance abatement proceedings.

Section 14 amends AS 09.50.230 ("RELEASE OF PREMISES TO OWNER") and adds flexibility in the abatement remedy by giving the court latitude to determine the amount of bond with sureties necessary when premises under abatement are to be returned to the owner rather than maintaining the requirement that the value of the bond reflect the full value of the property. The provision also adds a new subsection (c) which clarifies that if an abatement order is subsequently cancelled because of compliance with (a) of that section, the related lease or rental agreement--terminated with the issuance of the abatement order under the authority of AS 09.50.210(a)(1) [see Section 13]-is not automatically revived.

Section 28 in part adds new subsection (d) to AS 34.03.220 which directs that under the Uniform Residential Landlord and Tenant Act an order of abatement entered by the court terminates the related rental agreement.

Section 33 adds new paragraphs to AS 34.03.360 that identify the particular activities involving alcoholic beverages, controlled substances, imitation controlled substances, and prostitution that warrant relief under the expanded nuisance abatement provisions. Generally, the substance-related statutes identify sales and possession with intent to sell in violation of law. The definitions refer to the each illegal activity as being "a violation" of the criminal statutes cited.

IV. FORCIBLE ENTRY AND DETAINER REMEDY AS ALTERNATIVE OR SUPPLEMENT TO NUISANCE ABATEMENT REMEDY.

SUMMARY: In addition to expanding the nuisance abatement remedy, HB222 also amends statutes to give a landlord the opportunity to recover possession of premises under the forcible entry and detainer remedy for tenant violations of the "new" criminal nuisance activity.

RELEVANT SECTION ANALYSIS:

Section 2 amends AS 09.45.090 in part as follows: The amendment made to subparagraph (1)(B) sets five days as the period in which a landlord must wait after giving notice to quit and making written demands for possession of rented premises to commence a forcible entry and detainer proceeding in the event the tenant has violated provisions of the Uniform Residential Landlord and Tenant Act against knowing engagement in certain illegal activities involving alcohol or drugs on premises or for violation of a similar provision in rented premises not covered by that Act.

The amendment made to paragraph (3) authorizes the landlord to use the forcible entry and detainer remedy to enforce an order of abatement. Under the provision, the landlord may seek immediate relief after obtaining the abatement order under AS 09.50.210(a).

Section 7 authorizes the use of an abatement order, obtained at the end of a trial under the nuisance abatement statute, to serve as prima facie evidence of unlawful holding of premises by force for purpose of the hearing required by the forcible entry and detainer process.

V. NOTICE TO LANDLORD FOLLOWING ARREST:

SUMMARY/ANALYSIS: Sections 1 and 15 impose on peace officers the requirement to notify the landlord when the tenant has been arrested for violation of one of the identified criminal offenses involving alcohol or drugs. Section 1, creating AS 04.21.075, pertains to illegal activity involving alcoholic beverages; Section 15, creating AS 17 30.160, pertains to illegal activity involving a controlled substance or an imitation controlled substance. The criminal offenses are defined in Section 33. Illegal activity involving alcoholic beverages has the meaning given in AS 34.03.360: basically, a person's delivery of an alcoholic beverage in a community that has elected to be dry. Illegal activity involving a controlled substance or an imitation controlled substance generally signifies a person's delivering or manufacturing, or possessing with an intent to deliver or manufacture, such substances.

TO: House Finance Committee
RE: HB222 is unneeded and unworkable.
Date: 1/21/94

From: James E. Fisher, pro bono
Legislative history for HB 222 appears based on:

1. Legislative justification seems tied to failure to perceive how existing law works, and has worked for almost 2 decades, for law abiding landlords and renters.

2) The proposed changes seem to promise protection for an unsuspecting landlord against renegade, or outlaw, tenants. Such outlaw tenants probably cause most, if not all, of the damage stories repeated as reasons for wanted changes. Such outlaws will evade a rental contract - regardless of law, existing or proposed.

To avoid the outlaw tenant, a landlord should carefully follow existing law, i.e., get deposits, check references closely, enforce rules promptly, if rent is late immediately advise that such performance will not be tolerated, etc. Such businesslike procedures work over 95% of the time. For commercial activity that is a very good return.

3) HB 222 is unfair to tenants because it unbalances the law by placing most responsibility on a renter. For example, if this bill is enacted, a grandmother, unaware the teenager she is raising became involved in drugs, could be dumped on the street within 24 hours. There is not reference to the unreasonable landlord, there fore no balance in this legislation.

4) **What should really worry legislators is stimulating constituent hopes that the amendments in this bill, will solve the "outlaw" tenant problem. And when these amendments don't work on an outlaw/renegade tenant, will the landlords anger be directed at you?**

5) If this bill passes, you will guarantee that this coming winter, that women and their young babies will sleep in Anchorage, Fairbanks and Juneau -- in cold, cold cars!!



Alaska State Legislature

House Finance

Please enter into the record my testimony to the H. Judiciary
committee name

committee on CSHB 222 (Jud), dated 2-7-94
bill/subject

Twenty days is too long to give a tenant when rent is not paid on the first of the month. The tenant plans their move for that time, fails to let the landlord know his intentions, may mislead the landlord with promised rent and makes it difficult to show the property to prospective renters. In addition to lost rent these tenants also leave their junk behind that must be stored for 14 days. They surely don't give you a forwarding address or your keys.

Signed: (Gennie) Peter
Testifier

self - a landlord
Representing (Optional)

HC 30 Box 53281, Wasilla 99654
Address

376-2531 373-2200
Phone No.



Alaska State Legislature

page two of 2

Please enter into the record my testimony to the _____ committee name

committee on _____, dated _____ bill/subject

21 days is 3 weeks; plus 14 days, 2 more weeks to dispose of that useless waterbed still full of water. This is 5 weeks of lost rent, or storage and cleaning charges.

We need rental units. We need to protect the landlord. These tenants are thieves using the system. They knew 30 days prior that they wouldn't pay the rent. They had plenty of time to make arrangements and no notice is necessary.

Signed: Ronnie Neher

Testifier

Representing (Optional)

H.C 30 Box 53282 Wasilla 99654

Address

Phone No.



217 Second Street, Suite 200 • Juneau, Alaska 99801 • Tel (907) 586-1325, Fax (907) 463-5480

AML Position Paper

HB 406 - Exempting air carriers from municipal sales and use tax

The Alaska Municipal League opposes **HB 406 - Exempting air carriers from municipal sales and use taxes** for a number of reasons.

First, the bill is yet another attempt to limit the ability of municipalities to raise local revenues, revenues that are badly needed in light of cutbacks in state aid and the increasing number of unfunded mandates imposed by the state and local governments.

Second, according to its sponsors, the bill is intended to restate federal law, law that they say is clear already. If the federal law is clear, there is no reason to restate it in state statutes. In fact, HB 406 does not restate federal law, it goes far beyond it by prohibiting municipalities from levying sales taxes on the carriage of intrastate freight. In addition, the bill includes, in Section 3, a prohibition on "sales or use tax on an activity that directly involves the carriage of individuals or goods for hire by a federally certificated air carrier." This broad and ambiguous language could have far-reaching implications by prohibiting landing fees, fuel taxes, and taxes on bus or other forms of transportation sold by air carriers as part of a packaged tour, among others.

Opinions rendered by Alaska Superior Court Judge Jonathan M. Link in the *Homer Air v. Kenai Peninsula Borough et al.* case and by the Deputy General Counsel of the federal Department of Transportation confirm AML's position that taxation of intrastate freight by municipalities is allowable. Judge Link, in a May 1993 ruling on a motion for partial summary judgment in the case mentioned above, said:

Finally, it is appropriate to note that the court's analysis in this decision is limited solely to the carriage of persons. *Homer Air* has not asked the court to address the question of freight. The court notes in passing that the doctrine of preemption is one that is generally limited by specific legislation. Section 1513 as enacted relates only to the carriage of "persons" and, accordingly, does not prohibit sales taxes on the transportation of freight.

Third, with regard to the issue of taxation of passengers. It is my understanding that at the present time the issue of taxing passengers in certain types of circumstances, e.g., local flightseeing, is still in dispute and is, in fact, the focus of the *Homer Air* case, which is yet to be decided in the court. AML asks that the legislature wait for the courts to decide what federal law means, not superimpose state law. Municipalities understand the federal prohibition on the taxation of passengers "in air commerce," but they oppose broad state statutes that would extend the intent of the federal statute to cover such things as flightseeing.

AML opposes HB 406 as unnecessary and as unnecessarily restrictive on the power of municipalities to raise locally generated revenues. At a minimum, the bill should be amended to limit the prohibition on municipal taxation to "a sales tax on the carriage of passengers from a point of origin to a different point of destination." This would clearly restate the intent of the federal law without placing undue restrictions on municipalities.

HB 406 Position Paper
page 2

The existing language in Section 3, including the phrase "and use" is too broad. What does "an activity that directly involves the carriage of individuals or goods for hire by a federally certificated air carrier" mean? Does it include carriage of individuals on land as part of a package deal put together by an air carrier?

In addition, the bill should be amended to change the effective date to January 1, 1995, to give any municipalities that do collect taxes of this type to plan for reduced revenues in their budget cycle.

In conclusion, the Alaska Municipal League opposes HB 406 as an unnecessary piece of legislation and one that will place unfair restrictions on the ability of municipalities to raise local revenues.

February 23, 1994

LEGIS94:poshb406.223



Alaska State Legislature

House Finance

Please enter into the record my testimony to the H. Judiciary
committee name

committee on CSHB 222 (Jud), dated 2-7-94
bill/subject

Twenty days is too long to give a tenant when rent is not paid on the first of the month. The tenant plans their move for that time, fails to let the landlord know his intentions, may mislead the landlord with promised rent and makes it difficult to show the property to prospective renters. In addition to lost rent these tenants also leave their junk behind that must be stored for 14 days. They surely don't give you a forwarding address or your keys.

Signed: Rennie Neher
Testifier

self - a landlord
Representing (Optional)

HC 30 Box 53282 Wasilla 99654
Address

376-2531 373-2200
Phone No.



Alaska State Legislature

page two of 2

Please enter into the record my testimony to the _____
committee name

committee on _____, dated _____
bill/subject

21 days is 3 weeks; plus 14 days,
2 more weeks to dispose of that
useless waterbed still full of water.
This is 5 weeks of lost rent. or
storage and cleaning charges.

We need rental units. We need to
protect the landlord. These tenants
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knew 30 days prior that they wouldn't
pay the rent. They had plenty of time
to make arrangements and no
notice is necessary.

Signed: Ronnie Neher
Testifier

Representing (Optional)

HC 30 Box 53282 Wasilla 99654

Address

Phone No.

BILL NO: HB 222

DATE: March 31, 1993

TITLE: "An Act relating to
landlords and tenants. . ."

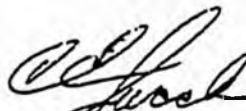
CONTACT: C.E. Swackhammer
Deputy Commissioner
465-4322

HB 222 amends existing landlord-tenant laws to allow property owners to terminate rental agreements for residential property with renters engaged in certain alcohol and drug violations. The bill creates a duty on the part of peace officers who arrest persons for certain alcohol, drug, and imitation drug offenses committed in residential rental property to make a reasonable effort to discover the identity of the property owner and to notify the owner of the arrest either in person or at the last address listed on tax records and at any other address known to the peace officer(s).

Based upon past arrests for these offenses, it is estimated that the Department of Public Safety will have to notify approximately 425 property owners per year.

There will be fiscal impact upon the Alaska State Troopers. For arrests requiring a written notice, we estimate that research required to identify the property owner, determine the last address listed on tax roles and any other address known to police, and to prepare the written notice, will take approximately two man hours of research time per occurrence. There will be costs for materials, preparation time, and postage. Where tax roles are computerized, this research time will be less, but will be offset by the majority of cases that will have to be hand searched in person at the borough tax office.

Although the provisions of this bill will create additional work for peace officers, the Department of Public Safety recognizes the problems created for property owners who find that they have rented to alcohol or drug violators. Allowing property owners to evict arrested drug and alcohol violators would help neighborhoods take an active role in fighting the war on drug and alcohol abuse. This law gives property owners a tool to help clean up their rental properties.



Richard L. Burton
Commissioner

To House Finance Committee

REF: House Bill 222

FROM CARL KRONBERG
KETCHIKAN COMMITTEE ON HOMELESS

P.O. Box 7912
KET 99901
225-1297

Housing crisis must be addressed

Ketchikan Daily News 12-1-93

(Ketchikan's leaders, primarily those from business and political arenas, are preparing for a workshop called Ketchikan 2004. The leadership workshop will assist in planning Ketchikan's future. Dr. Gerald Roderick of the Roderick Institute of Leadership Skills of Tacoma, Wash., will lead the workshop. The following article is part of a series of pieces written by Ketchikan leaders beginning the thought and debate process in preparation for the workshop. Anyone with questions about the workshop may contact C.L. Chamber at the Economic Development Center at the University of Alaska Southeast Ketchikan campus.)

By KIM WOLD

The quality of life and economic viability of Ketchikan is threatened by an inadequate supply of housing. Housing costs in Ketchikan are the highest compared to the largest Alaska cities, based upon the American Chamber of Commerce Researchers Association study. The high cost of housing contributes to the difficulty of finding and retaining employees. Significant economic stress is placed on family budgets because of high rents and house prices.

Individuals and families on every rung of the economic ladder are faced with the question of affordable housing and limited selection of housing alternatives. Promoting the financial resources to afford housing in Ketchikan is not a guarantee that one will find suitable housing. The housing shortage is evidenced, not so much by individuals camped in doorway alcoves, but by individuals and families living in motels, camp sites, or with family and friends until suitable housing can be found.

The demand for housing can be found. The demand for housing exceeds the supply by 400 to 600 units at this time. New house prices start at approximately \$135,000 with three-bedroom, two-bath executive homes having an average value of \$205,000. Single family rentals range from \$800 to \$1,500 per month for two- to three-bedroom units. Two- and three-bedroom apartments typically rent from \$750 to \$1,200 per month. Housing expense is the largest single item on family budgets in Ketchikan.

Real estate taxes increase the rent on a new apartment in excess of \$100 per month, and now as much as \$375 per month in a house payment.

Our free market system has historically been viewed as being responsive to demand for housing. The market is generally viewed as being elastic, responding to demand by the building of new housing units. However, the market has not been responsive because new development is not financially feasible.

The existing inventory of housing is mostly older and tends to be overpriced relative to the quality of living. Owners

and landlords have been able to take advantage of the excess demand by raising house prices and rental rates beyond the level of affordability. Compounding the problem is the fact that there is a virtual absence of economic incentive to develop new housing units or to renovate existing units.

Due to a number of factors, the market has become incapable of meeting the housing needs of the community. The factors include demographic, economic, government public attitude, lack of utility infrastructure and high construction costs. No single factor is by itself responsible of the housing shortage, but in combination has led to a constricted supply of new housing. Ketchikan's population is growing, and a change in median age, family size, and income levels have increased the demand and the need for certain types of housing.

Transition in the structural makeup of the Ketchikan economy is occurring, which is having an effect upon the housing industry. Economic growth that is currently taking place primarily in the base tourism and support services industries. Job growth in tourism, retailing, and support services is largely viewed as environmentally correct. Nonetheless, they have a significant adverse effect upon the local economy. These particular industries offer comparatively low wages relative to the manufacturing and construction industries. The average work week in the retail sector is 31.3 hours, versus 40 hours in the manufacturing and construction sectors, which compounds the problem of the wage differential. A combination of significantly lower hourly wages and less hours worked per week results in a declining trend for average annual incomes. Many of these service sector jobs produce annual incomes below the poverty level. This trend appears unstoppable, which increases the demand for low income housing.

Employment in the fish processing, tourism, and hospitality industries is highly seasonal, which creates a wide fluctuation in housing demand from winter to summer. Low wages and seasonal employment makes it extremely difficult for the market to provide housing that is affordable as well as economically viable to construct.

Laws, regulations and taxes have put a heavy weight on the shoulders of the housing market. The American Disabilities Act and the Alaska Thermal Energy Standards for Residential Construction have increased construction costs by as much as 10 percent. The residential energy standards have proven to be a burden, as the additional construction

costs cannot be recovered through energy savings, even after allowing for public grants and interest rate discounts.

Multi-family loan programs offered by conventional lenders will not finance apartments in Ketchikan. Multi-family loan programs offered through federal and state agencies are generally not suitable for Ketchikan due to the difficult application process, a lack of a public housing authority, and high overhead costs. Even with rents at \$900 per month for a two-bedroom apartment, either are insufficient profits to justify the risk of developing apartments by private investors.

The city and borough have made their contribution to the housing shortage. During the past 10 years, the borough has moved toward requiring larger residential lots outside of the city limits.

These zoning changes were in response to on-site septic system failures and privacy concerns of area residents. The result has been increased land costs attributable to site development and off-site road and utility construction. The proliferation of large lots outside the city limits will greatly increase the future cost of extending public water and sewer.

The borough recently traded all of its residential entitlement lands to the State of Alaska. These entitlement lands represented one of the few opportunities of large tract development to meet future housing needs. Currently, the cost of developing a subdivision with roads and utilities exceeds the price that the market is willing to pay for the lots.

Ketchikan Gateway Borough and the City of Ketchikan have virtually eliminated all high density residential zoning within the city limits. This zoning classification is required for any construction having three or more units. The City of Ketchikan is currently considering the down zone of the Washington Park Subdivision so that no future apartment buildings may be built in this area. The reason of this subdivision will all but eliminate the possibility of low income multi-family development in Ketchikan.

We have all heard about the NIMBY (not in my back yard) syndrome. This public attitude has played a part in increasing the cost of housing. The liberal elite have recognized that through down zoning and blocking new development, existing property values can be increased. Rather than support public policies to create affordable housing

that benefits the community, the elite choose to individually profit from their own investments.

The lack of water and sewer utilities is an impediment to development. Cisterns and on-site septic systems are expensive and, in many cases, fail to provide adequate year-around water supply and safe on-site disposal.

High construction costs are partially attributable to lumber price increases resulting from logging restrictions in the Lower 48. The limited number of local contractors and workers skilled in the employment trades also increases costs. The lack of land and high site development costs further aggravate the problem. The predominance of single family construction is built to a specific site, which increases design costs, makes labor less productive, and eliminates volume discounts for material purchases which are enjoyed by larger scale developments.

The housing crisis must be addressed by the community. Concerted efforts by government, the public, and those involved in the housing industry are required to increase the availability of low and moderate income housing. Demographic and economic trends will require changes in public policies. Government must avoid laws and regulations that increase the cost of housing. Additional stress must be placed on high density residential development. Local tax policies must promote new housing. Public water, and sewer extension is necessary to increase the supply of development lands. Businesses should be encouraged to construct housing for their seasonal employees through incentives. A local housing authority should be created to promote and facilitate the development of low-income housing.

The City of Ketchikan should consider a program to promote low income housing in the Washington Park Subdivision. An innovative approach would have the city donate the Washington Park Subdivision to a public housing authority which, in turn, would utilize federal or state housing programs and subsidies in conjunction with community reinvestment funding. This development holds the potential to create more than 200 units of affordable housing. We cannot afford to miss any opportunity to increase housing availability in Ketchikan. As long as family budgets are stressed by the high cost of housing, there will be corresponding economic and social problems impacting the community.

— (Kim Wold is owner of Alaska Appraisal Associates in Ketchikan.)



ALASKA WOMEN'S LOBBY

P.O. BOX 22156, JUNEAU, ALASKA 99802

~~HB 255~~ HB 222

POSITION PAPER ~~SB 35~~

H 255

~~SB 35~~ will dramatically decrease tenant protections currently found in the law. Since many women, minorities and low income citizens rent rather than own their own homes the effect of the changes will disproportionately fall on these groups. Changes to the landlord tenant law should appropriately take the interests of both landlords and tenants into account. The changes proposed in SB 35 unfairly favor the landlords.

The shortened notice provisions will cause more evictions as tenants will have less time to secure funds to preserve their shelter. Families will be evicted and displaced before public assistance can respond to their needs. Many tenants will have no place to go. Solving the problem of increasing homelessness may not be the responsibility of private landlords but good public policy demands legislative consideration of the social impacts of these changes.

If a tenant is *arrested* for a crime covered in the bill his or her landlord will receive notice and begin eviction proceedings before the tenant even has the opportunity to defend against the charges. Even if the tenant were to eventually be *convicted* of a crime what purpose is served by putting the tenant's family out on the street? Families will needlessly suffer through no fault of their own.

A tenant need not even be arrested in order for the landlord to begin eviction proceedings. Simply one's neighbor's perceptions are evidence enough to get a dwelling declared a nuisance. There is no need to *prove* illegal conduct. Punishment should rightly depend upon and follow proof of misconduct.

Finally the legislation is very difficult for a lay person to understand making it virtually impossible for a tenant to determine his or her rights without legal assistance.

We favor the approach to dealing with landlord tenant conflict found in SB 63 introduced by Senator Bettye Fahrenkamp last year which proposes a pilot mediation program to solve landlord tenant disputes.

We would like to urge that any changes made to the landlord tenant laws respect the rights of both parties and recognize that due process and equal treatment are cornerstones of our justice system.

To House Finance Committee

REF: House Bill 222

FROM CARL KRONBERG
KETCHIKAN COMMITTEE ON HOMELESS

P.O. Box 7912
KET 99901
225-1297

Housing crisis must be addressed

Ketchikan Daily News 12-1-93

(Ketchikan's leaders, primarily those from business and political arenas, are preparing for a workshop called Ketchikan 2004. The leadership workshop will assist in planning Ketchikan's future. Dr. Gerald Roderick of the Roderick Institute of Leadership Skills of Tacoma, Wash., will lead the workshop. The following article is part of a series of pieces written by Ketchikan leaders beginning the thought and debate process in preparation for the workshop. Anyone with questions about the workshop may contact C.L. Cheshire at the Economic Development Center at the University of Alaska Southeast Ketchikan campus.)

By KIM WOLD

The quality of life and economic viability of Ketchikan is threatened by an inadequate supply of housing. Housing costs in Ketchikan are the highest compared to the largest Alaska cities, based upon the American Chamber of Commerce Researchers Association study. The high cost of housing contributes to the difficulty of finding and retaining employees. Significant economic stress is placed on family budgets because of high rents and house prices.

Individuals and families on every rung of the economic ladder are faced with the question of affordable housing and limited selection of housing alternatives. Promoting the financial resources to afford housing in Ketchikan is not a guarantee that one will find suitable housing. The housing shortage is evidenced, not so much by individuals camped in doorway alcoves, but by individuals and families living in motels, camp sites, or with family and friends until suitable housing can be found.

The demand for housing can be found. The demand for housing exceeds the supply by 400 to 600 units at this time. New home prices start at approximately \$135,000 with three-bedroom, two-bath executive homes having an average value of \$208,000. Single family rentals range from \$800 to \$1,500 per month for two- to three-bedroom units. Two- and three-bedroom apartments typically rent from \$750 to \$1,200 per month. Housing expense is the largest single item on family budgets in Ketchikan.

Real estate taxes increase the rent on a new apartment in excess of \$100 per month, and now as much as \$375 per month to a house payment.

Our free market system has historically been viewed as being responsive to demand for housing. The market is generally viewed as being elastic, responding to demand by the building of new housing units. However, the market has not been responsive because new development is not financially feasible.

The existing inventory of housing is mostly older and tends to be overpriced relative to the quality of living. Owners

and landlords have been able to take advantage of the excess demand by raising house prices and rental rates beyond the level of affordability. Compounding the problem is the fact that there is a virtual absence of economic incentive to develop new housing units or to renovate existing units.

Due to a number of factors, the market has become incapable of meeting the housing needs of the community. The factors include demographic, economic, government public attitude, lack of utility infrastructure and high construction costs. No single factor is by itself responsible of the housing shortage, but in combination has led to a constricted supply of new housing. Ketchikan's population is growing, and changes in median age, family size, and income levels have increased the demand and the need for certain types of housing.

Transition in the structural makeup of the Ketchikan economy is occurring, which is having an effect upon the housing industry. Economic growth that is currently taking place primarily in the base tourism and support services industries, job growth in tourism, retailing, and support services is largely viewed as environmentally correct. Nonetheless, they have a significant adverse effect upon the local economy. These particular industries offer comparatively low wages relative to the manufacturing and construction industries. The average work week in the retail sector is 31.3 hours, versus 40 hours in the manufacturing and construction sectors, which compounds the problem of the wage differential. A combination of significantly lower hourly wages and less hours worked per week results in a declining trend for average annual incomes. Many of these service sector jobs produce annual incomes below the poverty level. This trend appears unstoppable, which increases the demand for low income housing.

Employment in the fish processing, tourism, and hospitality industries is highly seasonal, which creates a wide fluctuation in housing demand from winter to summer. Low wages and seasonal employment make it extremely difficult for the market to provide housing that is affordable as well as economically viable to construct.

Laws, regulations and taxes have put a heavy weight on the shoulders of the housing market. The American Disabilities Act and the Alaska Thermal Energy Standards for Residential Construction have increased construction costs by as much as 10 percent. The residential energy standards have proven to be a burden, as the additional construction

costs cannot be recovered through energy savings, even after allowing for discounts and interest rate discounts.

Multi-family loan programs offered by conventional lenders will not finance apartments in Ketchikan. Multi-family loan programs offered through federal and state agencies are generally not suitable for Ketchikan due to the difficult application process, a lack of a public housing authority, and high overhead costs. Even with rents at \$900 per month for a two-bedroom apartment, either are insufficient profits to justify the risk of developing apartments by private investors.

The city and borough have made their contribution to the housing shortage. During the past 10 years, the borough has moved toward requiring larger

residential lots outside of the city limits. These zoning changes were in response to on-site septic system failures and privacy concerns of area residents. The result has been increased land costs attributable to site development and off-site road and utility construction. The proliferation of large lots outside the city limits will greatly increase the future cost of maintaining public water and sewer.

The borough recently traded all of its residential entitlement lands to the State of Alaska. These entitlement lands represented one of the few opportunities of large tract development to meet future housing needs. Currently, the cost of developing a subdivision with roads and utilities exceeds the price that the market is willing to pay for the lots.

Ketchikan Gateway Borough and the City of Ketchikan have virtually eliminated all high density residential zoning within the city limits. This zoning classification is required for any construction having three or more units. The City of Ketchikan is currently considering the down zoning of the Washington Park Subdivision so that no future apartment buildings may be built in this area. The reason of this subdivision will all but eliminate the possibility of low income multi-family development in Ketchikan.

We have all heard about the NIMBY (not in my back yard) syndrome. This public attitude has played a part in increasing the cost of housing. The liberal elite have recognized that through down zoning and blocking new development, existing property values can be increased. Rather than support public policies to create affordable housing

that benefits the community, the elite choose to individually profit from their own investments.

The lack of water and sewer utilities is an impediment to development. Cisterns and on-site septic systems are expensive and, in many cases, fail to provide adequate year-around water supply and safe on-site disposal.

High construction costs are partially attributable to lumber price increases resulting from logging restrictions in the Lower 48. The limited number of local contractors and workers skilled in the employment trades also increases costs. The lack of land and high site development costs further aggravate the problem. The predominance of single-family construction is built to a specific site, which increases design costs, makes labor less productive, and eliminates volume discounts for material purchases which are enjoyed by larger scale developments.

The housing crisis must be addressed by the community. Concerted efforts by government, the public, and those involved in the housing industry are required to increase the availability of low and moderate income housing. Demographic and economic trends will require changes in public policies. Government must avoid laws and regulations that increase the cost of housing. Additional areas must be zoned for high density residential development. Local tax policies must promote new housing. Public water and sewer extension is necessary to increase the supply of development lands. Businesses should be encouraged to construct housing for their seasonal employees through incentives. A local housing authority should be created to promote and facilitate the development of low-income housing.

The City of Ketchikan should consider a program to promote low income housing in the Washington Park Subdivision. An innovative approach would have the city donate the Washington Park Subdivision to a public housing authority which, in turn, would utilize federal or state housing programs and subsidies in conjunction with community reinvestment funding. This development holds the potential to create more than 200 units of affordable housing. We cannot afford to miss any opportunity to increase housing availability in Ketchikan. As long as family budgets are stressed by the high cost of housing, there will be corresponding economic and social problems impacting the community.

— (Kim Wold is owner of Alaska Appraisal Associates in Ketchikan.)





Alaska State Legislature

Please enter into the record my testimony to the HOUSE FINANCE
committee name

committee on HOUSE BILL 222, dated 4-19-93
bill/subject

Re: in opposition to House Bill 222

In regard to House Bill 222, I am concerned with due process of the rights of the tenant.

A shorter period of eviction would undermine the opportunity of the tenant to respond to an eviction notice.

Ketchikan has one of the tightest housing markets in Alaska. House Bill 222 could severely aggravate the housing crisis in Ketchikan.

Please see the Fax sent with this comment.

T. Haneyou

Signed: CARL KRONBERG *Carl Kronberg*
Testifier

Representing (Optional)
KETCHIKAN COMMITTEE FOR THE HOMELESS
Address
P.O. BOX 7912 KETCHIKAN 99801
Phone No. 225-1297

ALASKA WOMEN'S LOBBY

P.O. BOX 22156, JUNEAU, ALASKA 99802

~~HB 255~~ HB 222

POSITION PAPER ~~SB 35~~

H 255

~~SB 35~~ will dramatically decrease tenant protections currently found in the law. Since many women, minorities and low income citizens rent rather than own their own homes the effect of the changes will disproportionately fall on these groups. Changes to the landlord tenant law should appropriately take the interests of both landlords and tenants into account. The changes proposed in SB 35 unfairly favor the landlords.

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If a tenant is *arrested* for a crime covered in the bill his or her landlord will receive notice and begin eviction proceedings before the tenant even has the opportunity to defend against the charges. Even if the tenant were to eventually be *convicted* of a crime what purpose is served by putting the tenant's family out on the street? Families will needlessly suffer through no fault of their own.

A tenant need not even be arrested in order for the landlord to begin eviction proceedings. Simply one's neighbor's perceptions are evidence enough to get a dwelling declared a nuisance. There is no need to *prove* illegal conduct. Punishment should rightly depend upon and follow proof of misconduct.

Finally the legislation is very difficult for a lay person to understand making it virtually impossible for a tenant to determine his or her rights without legal assistance.

We favor the approach to dealing with landlord tenant conflict found in SB 63 introduced by Senator Bettye Fahrenkamp last year which proposes a pilot mediation program to solve landlord tenant disputes.

We would like to urge that any changes made to the landlord tenant laws respect the rights of both parties and recognize that due process and equal treatment are cornerstones of our justice system.

13320 Crestview Drive
Anchorage, Alaska 99516
April 4, 1993

Representative Brian Porter
State Capitoal
Juneau, Alaska 99801-1182

Dear Mr. Porter:

We are writing in support of [REDACTED] passed to the Judiciary Committee on April 1. It is imperative that landlords be able to get bad tenants out of apartments in a shorter time. We also need to be notified of drug related offenses, and tenants need to know they can be evicted quickly for non-payment of rent and illegal activities. We all need to work together if we are going to reduce the drug related crimes in the state.

By way of background my husband and I own and manage 27 units located throughout Anchorage. This includes 5 four-plexes, 3 duplexes, and a house. He does virtually all of the maintenance as well as the management. We do employ one other person who helps with the cleaning and repairs. Prior to renting to prospective tenants, we have them complete an application and run credit and reference checks; however, as you can see it is still possible to get bad tenants even if the credit check is good.

Some examples of bad tenants we had within a one year period are noted below. The cost of these five examples was about \$6,031. This includes court costs as we have pursued action in all cases in Small Claims Court. None of our time spent pursuing the claims can ever be recouped.

One owed two months rent. He kept promising to pay when his check arrived and moved when we filed and served a complaint for the rent in Small Claims Court.

Another had a 6 month lease and moved with no notice after six weeks owing rent and doing some damage. We have obtained a judgement and are pursuing collection of the money owed. It will take us about three years to collect all that is owed if we can get it at all.

One had a 6 month lease and had done so much damage in 6 weeks plus would not pay second months rent that we gave them notice to move. It took an attorney notifying them that we would go for a FED if they did not move to get them out. It took almost a year to run them down to serve the Small Claims summons.

One was given a notice to move due to rent not being paid on January 3, 1991. It took us until January 30 to get the FED hearing. She moved February 1. We have a judgement for back rent (for part of November, all of December and January) and have gotten a second judgement for cleaning and damage costs which deposit did not begin to cover.

Another had a six month lease. Within 24 hours of moving in the police had been called by other tenants due to partying (including one broken window). She was warned that she would be evicted if this continued. When she would not pay the next months rent, we gave her a notice on March 6, 1991 and the attorney gave her notice on March 7 threatening a FED as this will occasionally get them out. We were unable to schedule a FED hearing until April 4, and she was out April 6. We have obtained a judgement to get rent

Additional examples include:

Three young men who were fairly good tenants for about four months; however, there was a definite change in their behavior. When they left in the middle of the night after destroying all the interior doors; ruining or damaging all interior walls; breaking the rock in a fireplace; damaging the living room carpet beyond repair; owing a months rent; and leaving the place filthy. The cost to us was \$5387 to repair the damage. This does not include over a month of lost rent after they left.

In another unit we gave three tenants notice to pay rent or vacate on March 12, 1992. We were able to get a FED on March 26. They left on the 28th; left the place in a mess with considerable damage and stole one dresser. We have a judgement for \$2022; however, the possibility of getting any of the money is very small.

As you can see getting to court for an FED hearing is a slow process.

We have yet to hear from tenants testifying about the hardships of this bill on their behalf. As a matter of fact 80-90% of the tenants support landlords that do not tolerate unruly individuals or those conducting illegal activities.

At the public hearings we have attended, attorneys claiming to represent tenants bring up a minutia of circumstances that will make it difficult or unreasonable for tenants. This is far from fact. Landlords try to work with tenants having problems and usually resolve the problems with reasonable tenants. We do not see how these changes will have any significant impact on the number of court cases. It could even reduce the number of cases having to go to court.

We are directing our concerns primarily at those tenants we have encountered in the examples above.

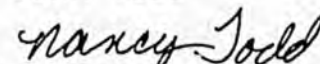
I had the opportunity to talk the Commander of Criminal Investigation Bureau for the Alaska State Troopers, and he stated that the tougher our law get, the easier it will be for them to do their work. We need to get tough on illegal activities.

We hope you will quickly pass this bill out of committee and get it to a vote of the House.

Sincerely,



John Todd



Nancy Todd

Myrna Sheets
1028 Evergreen St. #1
Fairbanks, Alaska 99709

April 2, 1993

Dear Representative Brian Porter,

I would like to take this opportunity to say I strongly support SB155/HB222.

As a Landlord, I feel the laws should be altered to give the Landlords equality with the Tenants.

The small percentage of bad Tenants really make it hurtful for the good Tenants as well as the Landlords.

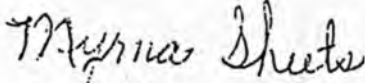
This bill does not hurt good Tenants and takes nothing away from Tenants as a whole.

To sit by and watch a Tenant do grave damage to your property or be unable to collect rents due to the Landlord, with such long waiting periods to evict, is just plain senseless.

Please consider the investment the Landlord has made, and we should be able to protect that investment.

Your support for this bill will be greatly appreciated.

Respectfully,



Myrna Sheets
Taku Apartments
Owner/Manager

Betty R Johnson
1508 Hazelton Rd
Ft. St. , AK 99709
March 26, 93

Rep Jeanette James,

I want to thank you for introducing HB 222 which I strongly support. I have written letters of support to Reps. Davies, Brice, Sutton, Vegay & Theriault, as well as Sens. Frank, Leman, Miller, Taylor, Ellis, Duncan, Taylor, Halford, Janks, Worley & Little. Being a small landlord (only 2 units) of limited means I have really felt the pain of non-paying tenants who trashed the place before they left. I not only can't afford legal fees but can hardly hope to collect from people who don't & won't have anything. I think this bill would be of help in the future.

Thank you,
Betty R Johnson

Rep. Jeannette James,

Help, Help to give
Landlords equal rights —

Please, Please

Support Efforts to
revise landlord tenant
Legislation.



Jerry Hassel
P.O. Box 49
Ester, AK 99725

479-6489

Thank you,
June

Jerry Hassel

Sam Helms
1524 Stacia St.
Fairbanks, Ak 99701

March 31 1993

Representative Bill Hudson, Chair
House Labor & Commerce Committee

Dear Representative Hudson:

I want to express my support for HB222. This bill is an effort to equalize the law as it pertains to rentals. Presently the Landlord Tenant Act is an act which predominantly addresses tenants rights.

I have experienced extraordinary damage through malicious destruction by a tenant and his friends. As the law presently exists, there is no recourse for me. I was required to give that tenant 20 days notice to quit destroying my property or at the end of 20 days he would have to vacate the premises. That gave him 20 days within which to do over \$10,000 worth of destruction to my property. I was told it was a "civil matter". I believe malicious vandalism of over \$500 by the tenant should be treated as a criminal act. This is not the case at the present time.

You have before you an explanation of what this bill will do. I want to point out that all the protections for tenants that presently exist continue to exist under this bill. We have taken nothing away from the good tenants that Act is intended to protect. We are interested in protecting ourselves against those few severe cases that we are presently helpless to do anything about. As a member of that minority class in Alaska, the taxpayer, landlords are only asking for a measure of justice that is presently denied them.

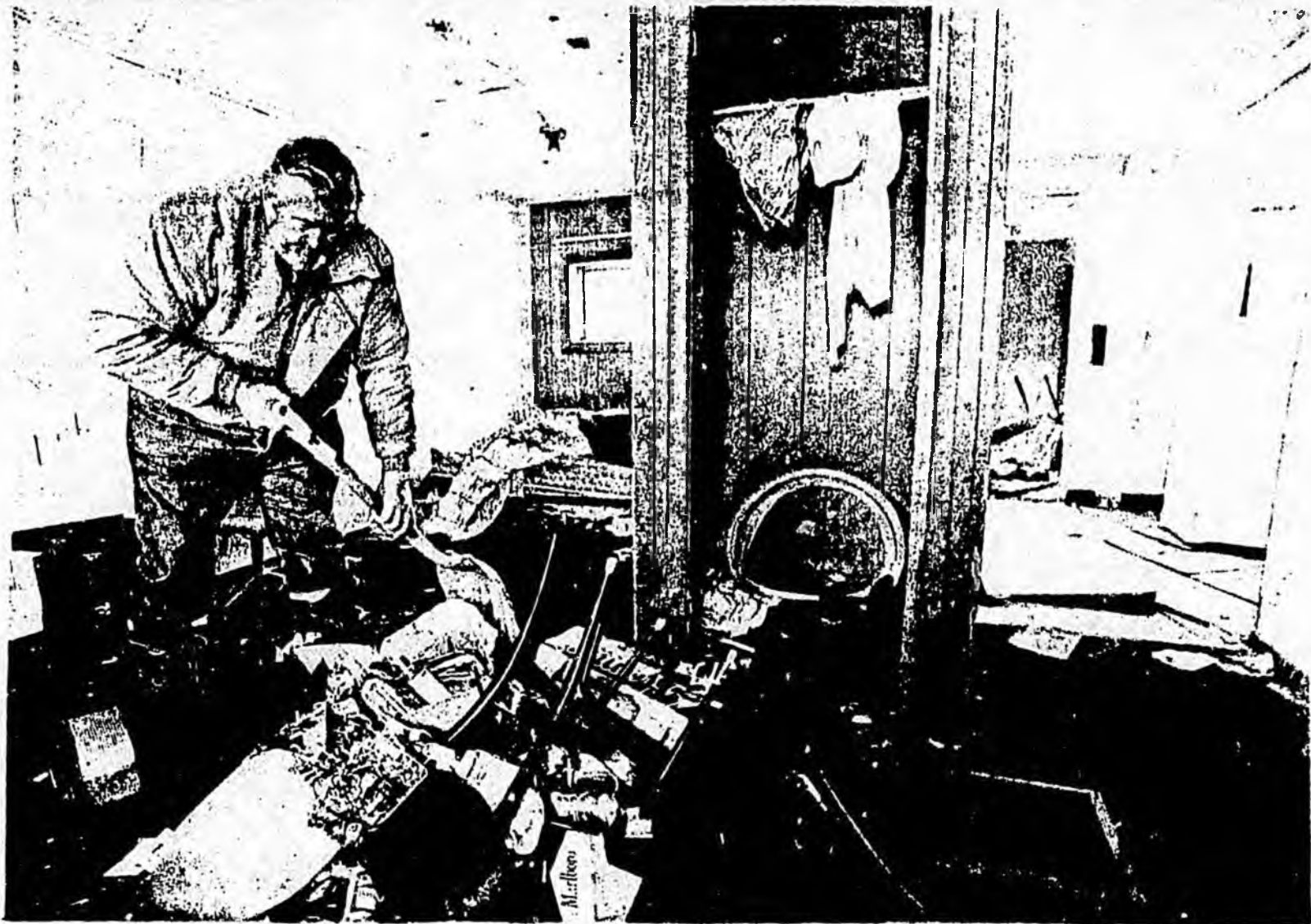
Please support HB222. There are a great number of landlords that would be extremely grateful.

Yours Truly,



Sam Helms
Landlord
Enclosures (2)

cc: Representative Joe Green
Representative Eldon Mulder
Representative Brian Porter
Representative Bill Williams
Representative Joe Sitton
Representative Jerry Mackie



Dan Hyde/News-Mi

TRASHED OUT—Landlord Sam Helms scoops up garbage in a house he rents out in South Fairbanks. Helms says a former tenant caused \$10,000 damage to the home, but the renter denies any wrongdoing.

Landlord blames law for home's disorder

By KATE RIPLEY
Staff Writer

For 17 days Sam Helms watched as his tiny rental home at 1536 Stacia St. was trashed.

Helms claims unfair state landlord-tenant laws rendered him helpless in the case against his 20-year-old renter, George Cooper Jr.

Cooper moved into the rental home, one house down the street from Helms' own house, Oct. 15, Helms said. The landlord prorated the \$385 monthly rent and charged a \$200 damage deposit.

Problems with Cooper and an endless stream of friends visiting the home started almost immediately, Helms alleged. The

result is \$10,000 in damaged property, he said.

"There were continuous parties . . . There was shooting, urinating in public, fighting. It was keeping the neighbors awake," said Helms, 57, the husband of former Borough Mayor Juanita Helms.

Police officers responded when Helms called, but told him it was a civil matter, Helms said. Five days after Cooper moved in, Helms gave the renter the required 20-days notice under state law for eviction.

Then it was a matter of waiting.

"As soon as I gave him (Cooper) the eviction notice, he had 20

days to destroy my place," Helms said.

Cooper, a convicted felon, eventually was arrested Nov. 6 for violating his probation and was removed from the house, according to probation officer Lou Anne Maxwell. The man is being held without bail at Fairbanks Correctional Center.

The felony conviction stemmed from a July 1990 second-degree forgery. Cooper also was convicted of fraudulent use of a credit card, a misdemeanor.

Maxwell said an anonymous caller told her Cooper and other under-aged youths were drinking at the Stacia Street home. He also allegedly was keeping com-

pany with another convicted felon—not allowed under term of his probation, Maxwell said.

Cooper gained media attention two years ago after a tragic vehicle accident in the village Ruby claimed both of his legs.

While the probation violation arrest removed Cooper from Helms' rental home, the landlord said Fairbanks police should have arrested him before it got to that point.

"The police call it a civil matter, when it's malicious destruction," Helms said.

But John Shover, Fairbanks public safety director, said claiming a renter destroyed

See LANDLORD on Back Page

Petition contained 297 signatures
PETITION

①

We, the undersigned, are supporters of SB155/HB222, as introduced. These bills revise the Landlord Tenant Act to make the laws apply more equally between landlords and tenants.

#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	Harry Jenkins	HARRY JENKINS	210 10 TH AVE	X	1		
2	Don Wadle	DON WADLE	4888 Old Airport Hwy	X	11		
3	Delores Linzner	DELORES LINZNER	1213 Noble St.			✓	
4	Dorothy E. Dallas	Dorothy E. Dallas	450 Sun Way				✓
5	Dois D. Dallas	DOIS D. DALLAS	450 SUN WAY				✓
6	Opal Sleep	Opal Sleep	311 B... St.	X	1		
7	Martin Bushey	MARTIN BUSHEY	1019 VERNAL				✓
8	Shenni Hutchison	Shenni Hutchison	1019 VERNAL				✓
9	Wilma Wadle	WILMA WADLE	4888 Old Airport Rd.	X	11		
10	Pauline Cornell	PAULINE CORNELL	921 O'CONNOR Rd				✓
11	Mathilde Link	MATHILDE LINK	665-10th Ave #206				✓
12	Shirley Christensen	Shirley B Christensen	1616 Mary Ann				✓
13	Ruby Blair	Ruby Blair	83 Slater Dr # 14	Gen. Manager	60		
14	Leo V. Blair	Leo V. BLAIR	83 SLATER DR # 14	MANAGER	60		
15	Gary Ludwig	Gary Ludwig	3400 Airport Way	OWNER	24		
16	James Rothmeyer	JAMES ROTHMEYER	4001 Geist Rd Suite 7	OWNER	3		
17	Sulley Rothmeyer	Sulley Rothmeyer	4001 Geist Rd Suite 7	owner	3		
18	Judy Baird	Judy Baird	306 Slater St.				✓

PETITION

(2)

We, the undersigned, are supporters of SB155/HB222, as introduced. These bills revise the Landlord Tenant Act to make the laws apply more equally between landlords and tenants.

#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	<i>[Signature]</i>	TER A. VIGORANT	1026 Evergreen #9 - FBK			✓	
2	<i>[Signature]</i>	LINDA WOLTING	1028 Evergreen Apt 4			✓	
3	<i>[Signature]</i>	Andrea Gillitzer	1026 Evergreen Apt 11			✓	
4	<i>[Signature]</i>	Brian Shaw	1028 EVERGREEN ST #2			✓	
5	<i>[Signature]</i>	George H. Wilson	Mail P.O. Box 82825-99709 Res. 116 Forgetmenot Ln. Col. AK			✓	
6	<i>[Signature]</i>	Imogene Wilson	Res. 116 Forgetmenot Lane			✓	
7	<i>[Signature]</i>	PATRICIA L. WRATE	1018 Daywood FBKs, AK 99709				✓
8	<i>[Signature]</i>	BENJAMIN EDWARDS	1018 Daywood 99709				✓
9	<i>[Signature]</i>	JOHN A. PYNE	1700 Latona Cir. AK 99709				✓
10	<i>[Signature]</i>	JOHANN M. PYNE	1700 Latona Cir. AK 99709				✓
11	<i>[Signature]</i>	Carol Hoewisch	1026 Evergreen St #2			✓	
12	<i>[Signature]</i>	MARY EBERHART	1028 EVERGREEN #3			✓	
13	<i>[Signature]</i>	Lisa Shaw	PO Box 7511			✓	
14	<i>[Signature]</i>	PIITA E. GALLAGHER	2509 LISA ANN DR NORTH PALE AK 99705				✓
15	<i>[Signature]</i>	Elaine Simms	1330 North Pole Rd No. Pale, AK 99705				✓
16	<i>[Signature]</i>	David Gunn	397 B...				✓
17	MARY GARRETT	Mary Garrett	117 Kantaska way				✓
18	CHARNEVA GARRETT	Charneva Garrett	117 Kantaska way				✓

Cam Riems 452 22 11
Ed Willis 456 3900

Jerry Hassel

(3)

PETITION

We, the undersigned, are supporters of SB155/HB222, as introduced. These bills revise the Landlord Tenant Act to make the laws apply more equally between landlords and tenants.

#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	Donald R. Blanc	Donald R. Blanc	415 5th Ave Fair AK 99701	X	66		
2	Theresa Anders	Theresa Anders	160 #2 Syracuse FBKS			X	
3	Mary Reece	Mary Reece	1725 University FBKS			X	
4	Kimberly R. Sitzer	Kimberly RT-Sitzer	658 Fairbanks Ave 99708			X	
5	Brent Siegel	BRENT Siegel	533 PANORAMA DR. 99701			X	
6	Regina Thomas	Regina THOMAS	800 Country Anch 99502				X
7	Nancy A. Loslawski	Nancy A. Loslawski	543 Craig Ave Anch 99570				X
8	Tami To Dake	TAMI To Dake	1941 Christian Cir. NP				X
9	Jamie To Dake	JAMIE To Dake	PO Box 74026 FAK 99707				
10	Ginnie K Zinta	Ginnie K Zinta	PO Box 72992 BKS 99707				X
11	JACKIE M. SHIPMAN	JACKIE M. SHIPMAN	P.O. Box 56976 NP 99705				X
12	TERRY RIEN	TERRY RIEN	PO Box 81570				X
13	Terry Ashcroft	Terry Ashcroft	415 5th Ave FAI 99701				X
14	SANDRA GEORGE	SANDRA GEORGE	415 5th Ave #300 FBC 99701			X	
15	David Salmon	David Salmon	Box 54 Chathill AK 99703				X
16	JIM NIKOLAI	JIM NIKOLAI	Box 51 NIKOLAI 99691				X
17	Damita Dates	Damita Dates	29 Gilmer AK # 2				X
18	M. AFTON BLANC	M. AFTON BLANC	415 5th Ave FAK AK 99701	X	66		

PETITION

(4)

We, the undersigned, are supporters of SB155/HB222, as introduced. These bills revise the Landlord Tenant Act to make the laws apply more equally between landlords and tenants.

#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	<i>Don Bruckfield</i>	Don Bruckfield	P.O. Box 73238			X	
2	<i>Lana Wegner</i>	LANA WEGNER	1031 NORTHWOOD FBKS				X
3	<i>M. Wegner</i>	Michael E. Wegner	1031 NORTHWOOD L. FBKS AK				X
4	<i>Toni White</i>	Toni White	PO BOX 60081 FBKS			X	
5	<i>H. P. Reed</i>	G. P. Reed	P.O. Box Ester AK 99725			X	
6	<i>Joanna Mighells</i>	JOANNA MIGHILLS	PO Box 74804 FBKS 99707			X	
7	<i>Cathy Gabriel</i>	Cathy Gabriel	PO Box 73316 FBKS	X	3		
8	<i>Lynn Peters</i>	Lynn Peters	506 Sprucewood FBKS			X	
9	<i>Bill Melchert</i>	Bill Melchert	3615 BRADDOCK ST FBX	X	1		
10	<i>Donald W. Winters</i>	DONALD W. WINTERS	2133 BRIDGEWAY FBX				X
11	<i>Rick Sandler</i>	RICK SANDLER	1838 KENNEDY				X
12	<i>Steve Farley</i>	STEVE FARLEY	P.O. Box 75148 FBKS 99707			X	
13	<i>Jeff Henry</i>	JEFF HENRY	2045 Lakeview Terrace			X	
14	<i>Teri Melchert</i>	TERI MELCHERT	3615 BRADDOCK ST FBKS	X	1		
15	<i>Joe A. Zimmerman</i>	Joe Zimmerman	P.O. Box 56113 NP 99705				X
16	<i>Daniel L. Goread</i>	DANIEL L. GOREAD	2292 Ptarmigan Way NP 99705				X
17	<i>Jeff Ehret</i>	JEFF EHRET	P.O. Box 1566 FBKS 99707				X
18	<i>Tawn Ed Sauter</i>	TAWN ED SAUTER	2519 KENNEDY NP 99725			X	

PETITION

(5)

We, the undersigned, are supporters of SB155/HB222, as introduced. These bills revise the Landlord Tenant Act to make the laws apply more equally between landlords and tenants.

#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	<i>Lee Worsham</i>	Lee WORSHAM	1303 O'CONNOR	✓	25		
2	<i>Barbara Dowdy</i>	Barbara Dowdy	1051 Eastwood Lane				✓
3	<i>Theresa O'Kelly</i>	TERESA O'Kelly	P.O. BOX 70521	✓	3		✓
4	<i>Phyllis Kinn</i>	Phyllis Kinn	P.O. Box 84466	✓	4		
5	<i>Virgil Beuning</i>	VIRGIL BEUNING	996 Coppert Alley	✓	1		✓
6	<i>Donna Gatto</i>	DONNA GATTO	PO Box 58619				✓
7	<i>Kay L. Hudson</i>	Kay L. Hudson	PO Box 70104	✓	1		✓
8	<i>Audette Koch</i>	AUDETTE KOCH	Box 30 ESTERAK	✓	2		
9	<i>1524 Stacia</i>	1524 STACIA	1524 STACIA	✓	7		
10							
11							
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PETITION

6

We, the undersigned, are supporters of SB155/HB222, as introduced. These bills revise the Landlord Tenant Act to make the laws apply more equally between landlords and tenants.

#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	<i>Stephen Burt</i>	Butler, Stephen	C Co 206 MSB				✓
2	<i>Deborah Hayes</i>	Deborah Hayes	313 Serrano Drive	✓	3		
3	<i>[Signature]</i>	Ree Steppes	1518 27th Ave			✓	
4	<i>[Signature]</i>	2200 N 114th St	4053 Fairview Camp			✓	
5	<i>Jackie Olano</i>	Jackie Olano	613 Wainwright Rd				✓
6	<i>Shawn Perry</i>	Shawn Perry	A Co 5/9 FWA				✓
7	<i>[Signature]</i>	CHARS JOHNSON	A Co 5/9 FWA				✓
8	<i>[Signature]</i>	Kenneth B. Edwards	PO Box 72091				✓
9	<i>Kristina Pomeroy</i>	Kristina Pomeroy	165 Greening Way				✓
10	<i>Johnny Napier</i>	Johnny Napier	240 Yale Way				✓
11	<i>William T. Simon</i>	William T. Simon	335 Cindy Dr				✓
12	<i>Rob Graves</i>	Rob Graves	320 Wedgewood Dr. #6			✓	
13	<i>John Graves</i>	JOHN GRAVES	320 Wedgewood Dr. #6			✓	
14	<i>[Signature]</i>	Wendy L. Jones	Coral L. Sub				
15	<i>Genevieve S Gray</i>	Genevieve S Gray	807 2nd	APR			
16	<i>[Signature]</i>	MARUS MURPHY	59 COLLEGE 210				✓
17	<i>Sonique Johnson</i>	SONIQUE JOHNSON	5256 N DEBORAH	✓			
18	<i>Maia Jones</i>	Maia Jones	Quarters - Ft. Greely	✓			
	<i>Jacque Childs</i>	JACQUE CHILDS	1773 Kendall, Nobile	✓			

We, the undersigned, are supporters of SB155/HB222, as introduced. These bills revise the Landlord Tenant Act to make the laws apply more equally between landlords and tenants.

(7)

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#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	Brian Kolmogor	Brian Kolmogor	1300 Moore St Fairbanks AK 99711			✓	
2	Gretta Zito	Gretta Zito	4128 8th St Apt 5 E. Wainwright AK 99703				✓
3	Dee L. Thompson	Dee L. Thompson	4427 11a Mayfield Ct #5 7th Wainwright 99703				✓
4	Rose Smullen	ROSE SMULLEN	1204 MONTEREY CT. N.P.				✓
5	Julie Mervyn	Julie Mervyn	4422-2 Mayfield Ct				✓
6	Scott Mervyn	SCOTT MERVYN	4422-2 Mayfield Ct				✓
7	Scott Disseth	SCOTT DISSETH	147 FROB POND CR				✓
8	Douglas Tallon	DOUGLAS TALLON	3844 BANCHE AVE				✓
9	Christie Lower	Christie Lower	1715 Clarks Prkwy				✓
10	Angela Balliet	ANGELA BAILLET	1423 KENNICOT			✓	
11	Jerry A. Hodges	JERRY A. HODGES	11 EUREKA APT D. FBK			✓	
12	Cynthia Wilder	CYNTHIA WILDER	1545 EIELSON ST #2 FBK	✓	4	✓	
13	Willard D. Winton	Willard D. Winton	500 Kef. Wilson. FBKS AK				✓
14	Joni Longshore-Thompson	Joni Longshore-Thompson	Po Box 55522 WFAK				✓
15	Anthony M. Beck	Anthony M. Beck	305 Wedgewood Dr FBKS.				✓
16	Bernard A. Smith	BERNARD A. SMITH	410 Box 901147 FRISK # 99775				✓
17	Tanya Kuhn	TANYA KUHN	Box 902217 FBY AK 99775				
18	John A. Roberts	John A. Roberts	3040 Davis Rd 13-35				✓

PETITION

(8)

We, the undersigned, are supporters of SB155/HB222, as introduced. These bills revise the Landlord Tenant Act to make the laws apply more equally between landlords and tenants.

#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	<i>Larry Dickman</i>	LARRY DICKMAN	1100 KUYUKAK ⁹⁷⁷⁰¹				X
2	<i>John Dickman</i>	JOHN A. DICKMAN	Post/Box 1687 ^{TWO RIV} 99716	X			X
3	<i>Art Dickman</i>	ARTHUR R. DICKMAN	22 ¹ / ₂ M. LE C. H. S. R. ^{TWO RIV}	"			X
4	<i>Don Coumml</i>	DON COUMML	1011 DEERE ST FRK.	X			
5	<i>Richard F. Koch</i>	RICHARD F. KOCH	PO Box 30 ESTERK.	X	2		
6							
7							
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PETITION

(9)

We, the undersigned, are supporters of SB155/HB222, as introduced. These bills revise the Landlord Tenant Act to make the laws apply more equally between landlords and tenants.

#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1							
2							
3	Ben Wike	Ben Wike	320 BRANDT ST FBR AK	✓			
4	Jerry Hassel	Jerry Hassel	Bx 49, Ester, AK	✓			
5	Deanne Campbell	Deanne Campbell	1108 21 ST AVE. FBR AK	✓	1		
6	Kim Leonard	KIM Leonard	1644 Willow Fairbanks	✓			
7	David Eklund	DAVID EKLUND	5122 F NORTH ST ESB				✓
8	John P Raso	John P Raso	5128 B NORTH ST ESB				✓
9	Ernie Franich	ERNEST FRANICH	924 KELLUM				✓
10	Brian Franich	Brian Franich	" "				✓
11	Joe Franich	JOE FRANICH	" "				✓
12	Joe Franich	JOE FRANICH	924 Kellum St				✓
13	Agnes Schlotfeldt	Agnes Schlotfeldt	924 KELLUM				✓
14	Tok Valenza	TOK Valenza	1910 TURNER ST				✓
15	Candice RATH	Candice RATH	P.O. Box 2566 Uktom	1		1	
16	John P. Wright	John P. Wright	623 Wai. Wright Rd				✓
17	Suttu Stumpf	Suttu Stumpf	P.O. Box 60801		✓		
18							

PETITION

(10)

We, the undersigned, are supporters of SB155/HB222, as introduced. These bills revise the Landlord Tenant Act to make the laws apply more equally between landlords and tenants.

#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	<i>[Signature]</i>	TAMMI ISAACSON	445J Dartmouth Fbks.			✓	
2	<i>Sue Cha Campbell</i>	SUE CHA CAMPBELL	1108 21st AVE FBS			✓	
3	<i>Rouland W. Young</i>	ROULAND YOUNG	1243 23rd AVE FBS			✓	
4	<i>[Signature]</i>	JOE TURNER	70 ?-turner (?) FBS				
5	<i>[Signature]</i>	LORENZE J. KELLY	PO BOX 55368 N.P	✓			
6	<i>[Signature]</i>	JAMES W SCHENE	P.O. BOX 7416 FBS	✓			
7	<i>Thomas D. Wellsby</i>	THOS. D. WELSBY	P.O. BL. 72157, Fbks. AK-99708				
8	<i>[Signature]</i>	LAURA MCGAUGHEY	P.O. BOX 74047 FBS 99707				
9	<i>[Signature]</i>	Joyce D. Parks	P.O. Box 72623 FBS 99707	✓			
10	<i>[Signature]</i>	LYNN LITTLE	1522 CUSHMAN ST FBS	✓			
11	<i>Louis M. Titte II</i>	Louis M. Titte II	1522 CUSHMAN ST. FBS	✓			
12	<i>Victor F. Salburg</i>	VICTOR F. SALBURG	638 CANARD RD N-TEL 99705		8		
13							
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PETITION

(11)

We, the undersigned, are supporters of SB155/HB222, as introduced. These bills revise the Landlord Tenant Act to make the laws apply more equally between landlords and tenants.

#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	<i>Milton Behr</i>	Milton Behr	P.O. Box 1938 FBKS - 99707				✓
2	<i>John Coats</i>	John Coats	2546 Tallcote NA Fairbanks AK 99709	✓	16		
3	<i>Daniel S Walker</i>	Daniel S Walker	1128 Hess Apt 18 Fairbanks AK 99709			✓	
4	<i>Beline Kuehn</i>	Beline Kuehn	1608 Kennedy St. 99725				✓
5	<i>Barney Twetten</i>	Barney Twetten	Box 53 Ester, AK				✓
6	<i>Richard F. Bossesso</i>	Richard F. Bossesso	Box 74715 Fairbanks AK				✓
7	<i>Walter Burnett</i>	Walter Burnett	1901 Cossin	✓	140		
8	<i>James Masterson</i>	James Masterson	321 Island Dr. So. FAK - 99751			✓	
9	<i>Clay Ryan Davis</i>	CLAY RYAN DAVIS	Bx. 10412 FBKS AK.	✓	1		
10	<i>Channon D. Wilson</i>	Channon D. Wilson	Bx. 55534 No. Pole AK			✓	
11	<i>Dorinda E. Bert</i>	DORINDA E. BERT	2223 30th St Fairbanks AK 99706	✓	20		
12	<i>Genevieve C. Carby</i>	Genevieve CARBY	Rt 66 995 Fairbanks, AK	✓	1		
13	<i>Philip J. Carby</i>	Philip J. Carby	Post Office 99708 Fairbanks	✓	1		
14	<i>ANSYIE CHEVIER</i>	ANSYIE CHEVIER	3625 M. J. IT Fbks, AK				✓
15	<i>Mark Schubauer</i>	Mark Schubauer	427 Starke Rd Fairbanks			✓	
16	<i>M. Ronald Sheets</i>	M. RONALD SHEETS	1028 EVERGREEN ST FBKS AK	✓	7		
17							
18							

PETITION

12

We, the undersigned, are supporters of SB155/HB222, as introduced. These bills revise the Landlord Tenant Act to make the laws apply more equally between landlords and tenants.

#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	<i>[Signature]</i>	Cathy S Boitz	PO Box 875241 Wks 11g AK 99717			X	
2	<i>[Signature]</i>	Marcus TAUVRES	1318 23 Ave #4 FBKS, AK 99710			X	
3	<i>[Signature]</i>	Tiffany Slaughter	1217 HAMPSHIRE AVE FBKS, AK 99707			X	
4	<i>[Signature]</i>	Erin Hill	815 McCreath Rd. 2-J F.B.K.S, AK 99712			X	
5	<i>[Signature]</i>	Donna M. Dumas	8040 ALVISA DR #174A-59			X	
6	<i>[Signature]</i>	Diane M Hebert	PO Box 10188 FBKS AK 99710			X	
7	<i>[Signature]</i>	Noma R Johnson	PO BOX 74333 FBKS, AK. 99707			X	
8	<i>[Signature]</i>	SHAUNON BUTLER	PO BOX 83641 FBK AK 99708			X	
9	<i>[Signature]</i>	Aaron Malzahn	P.O. Box 70063 FBKS, AK 99707			X	
10	<i>[Signature]</i>	SUSAN RIECKMANN	1200 W. DIAMOND #1442 Anch, AK 99505			X	
11	<i>[Signature]</i>	Bob Ramer	PO Box 109 Kaslof AK 99610			X	
12	<i>[Signature]</i>	James Houston	330 wedge wood dr.			X	
13	<i>[Signature]</i>	Cynthia Dumas	P.O. Box 58953 FBKS, 99711				X
14	<i>[Signature]</i>	Cathy L. Clements	P.O. Box 2074 FBKS 99701	X	2		
15	<i>[Signature]</i>	Jessa Bucher	Box 853 Sitka AK	X	2		
16	<i>[Signature]</i>	Kim Brady	1313 23rd AVE			X	
17	<i>[Signature]</i>	Susan Prehike	778th Curtis Ln Sitka AK 99744	X	1		
18	<i>[Signature]</i>	Rita M. Clayton	1514 Pell 10 Dr F-112 Anchorage				X

PETITION

13

We, the undersigned, are supporters of SB155/HB222, as introduced. These bills revise the Landlord Tenant Act to make the laws apply more equally between landlords and tenants.

#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	<i>Rebecca G. McAuley</i>	Rebecca G. McAuley	905 Joyce Dr. Fkks ⁹⁹⁷⁰¹			X	
2	<i>Art Sarrloos</i>	ART SARRLOOS	P.O. BOX 197 D.J AK ⁹⁹⁷³⁷			X	
3	<i>Michael G. Ridley</i>	MICHAEL G. RIDLEY	GEN. DELIVERY ^{ESTER AK.} 99725			X	
4	<i>Sue G. Yi</i>	Sue G. Yi	1004 Joyce V. Fkks ^{AK}				X
5	<i>John A. Wilson</i>	John A. Wilson	4820 Palo Ocedentue ⁹⁹⁷⁰¹ Fkks				X
6	<i>Charles Warden</i>	Charles Warden	Box 2278 - Fkks ^{AK} 99701			X	
7	<i>Mee Jung Tavares</i>	Mee JUNG TAVARES	1318 23AVE # 99707				X
8	<i>Dave Brenner</i>	Dave Brenner	1038 Pasque St. 99712			X	
9	<i>Sonya Paschal</i>	Sonya Paschal	4427 Mayfield Ct. #1	X	2		
10	<i>Melissa Applebee</i>	Melissa Applebee	1816 Bridgewater 99709			X	
11	<i>Lola Easterling</i>	LOLA EASTERLING	5 KATHRYN				X
12	<i>Candy Dyer</i>	Candy Dyer	1226 20th Ave	X	4		
13	<i>Rod V. Wakefield</i>	Rod V. Wakefield	563 Hilltop Ave. Fkks				X
14	<i>Charles H. Wallace</i>	CHARLES H. WALLACE	4057 MILLARD WAY, Fkks	X	3		
15	<i>Joseph J. Miller</i>	JOSEPH J. MILLER	PSC 5 BOX 85 EAFBAK				10
16	<i>Brenda D. Santora</i>	BRENDA D. SANTORA	P.O. BOX 8358.3 FAKS AK				X
17	<i>John Burnette</i>	John Burnette	318 W. 2nd Ave. #22				X
18	<i>Pearl Johnson</i>	Pearl Johnson	18 15 Kathryn St.			V	

PETITION

(14)

We, the undersigned, are supporters of SB155/HB222, as introduced. These bills revise the Landlord Tenant Act to make the laws apply more equally between landlords and tenants.

#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	<i>Darlene Means</i>	Darlene Means	1232 20th Apt #4			X	
2	<i>Robert King</i>	Robert King	1803 Coolcat				owner
3	<i>John Johnson</i>	JOHN JOHNSON	1506 HASELTON BL				OWNER
4	<i>Sody Rimmer</i>	Sody Rimmer	11223 LAUREN @			X	
5	<i>Betty R Johnson</i>	Betty R Johnson	1508 Haselton Rd				owner
6	<i>David E. Pennington</i>	David E Pennington	P.O.B. 425 Healy			X	
7	<i>Teresa Pennington</i>	Teresa L Pennington	PO 425 Healy			X	
8	<i>Gary W. McQueen</i>	Gary W. McQueen	207 Steelhead Rd.	X			
9	<i>Melvin T. Apassingole</i>	Melvin T. Apassingole	P.O. Bx 91 Gambell, AK.				X
10	<i>Clement Ungott</i>	Clement Ungott	P.O. Box 75 Gambell, AK				✓
11	<i>Jan Spang</i>	Jan Spang	Box 3914 Palmer, AK				✓
12	<i>GARY W SPANG</i>	GARY W SPANG	" " "				✓
13	<i>Darcy J. Goad</i>	Darcy J. Goad	PO Box 71504, Fairbanks			✓	
14	<i>Heidi A Stillman</i>	Heidi A Stillman	830 Hildobate Way Fairbanks				owner
15	<i>Todd A. Ingstad</i>	Todd A. Ingstad	524 Crainy St. Fairbanks			✓	
16	<i>MARVID SLUKA</i>	MARVID SLUKA	3450 Airport Way FAIRBANKS	X			
17	<i>JAN A. THIES</i>	JAN A. THIES	4750 Vronna Ave Fairbanks			X	
18	<i>RODNEY L. HAKEL</i>	RODNEY L. HAKEL	615 DUTCH ST FAIRBANKS			X	

PETITION

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#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	<i>Marvin J Lund</i>	MARVIN L LUND	3431 KALTAG DR ^{NORTH POLE}				HOME OWNER
2	<i>Carolyn J Lund</i>	Carolyn J. Lund	3431 Kaltag Dr				HOME OWNER
3	<i>Darryl Akshear</i>	DARRYL AKSHEAR	352 (P.O. Box) Hwy			✓	
4	<i>A. Henry Magar</i>	A. Henry Magar	P.O. Box 71093, Fols 99707				Home Owner
5	<i>David Magar</i>	DAVID MAGAR	P.O. Box 75-51 Fols, AK 99707			✓	
6	<i>Roger L Moore</i>	Roger L. Moore	288 Rambling Rd #26 Fols ⁹⁹⁷⁰²	✓	72		
7	<i>Don Beaumont</i>	Don Beaumont	643 Mayfield St Fols 99701	✓	1		Home Owner
8	<i>James P Sullivan</i>	JAMES P SULLIVAN	125 INH Fols AK 99701	✓	1		Home Owner
9	<i>Charles A. Creamer</i>	CHARLES A. CREAMER	339 CHURCH ST			✓	
10	<i>James J Thomas</i>	JAMES J THOMAS	1739 CROSSON ST				HOME OWNER
11	<i>Jay W Sadler</i>	JAY W SADLER	390 HAMILTON		None		HOME OWNER
12	<i>Don Elbert</i>	DON ELBERT	1544 SCOTIC LP	✓	4		
13	<i>Tullie Shier</i>	TULLIE SHIER	4753 Franklin #4		12		Manager
14	<i>Peter M Shier</i>	PETER M SHIER	4953 Franklin #4		12		Manager
15	<i>Eugene E Reed</i>	EUGENE E. REED	65W. OGL ESTER	✓	2		
16	<i>S. Clay Campbell</i>	S. CLAY CAMPBELL	1481 BLACKBERRY	✓	1		
17	<i>Janet A. Thompson</i>	JANET A. THOMPSON	457 Wellhouse Rd.				Home Owner
18	<i>Mark Blong</i>	Mark Blong	1625 Parks Hwy			✓	

PETITION

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#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	<i>Irene K. Hotaling</i>	IRENE K. HOTALING	990 Deere St Fbics			X	
2	<i>Barbara Kerber</i>	BARBARA KERBER	404 Betty				X
3	<i>Karl Jones</i>	KARL JONES	1500 Fools Gold Rd				X
4	<i>Ralph Aiken</i>	Ralph Aiken	218 Bently			X	
5	<i>Bob Walsh</i>	BOB WALSH	P.O. Box 70044			X	
6	<i>Wooden Hill</i>	Wooden Hill	435 3rd Ave Apt 512			X	
7	<i>Rick Mensik</i>	Rick Mensik	462 Carlton	X	2	X	
8	<i>Harold A Johnson</i>	Harold A Johnson	P.O. Box ^{Fairbault Rte.} 10440				X
9	<i>Nelson B. Miles</i>	Nelson B. Miles	P.O. Box 75006 ^{Fairbault} MN 56107	X	1	X	
10	<i>Cindy Armstrong</i>	Cindy Armstrong	4379 Bishop Cir				X
11	<i>Joleen Cooper</i>	Joleen Cooper	615 Ginko Rd.			X	
12	<i>Dennis v. Smith</i>	Dennis v. Smith	440 Old Rich #217			X	
13	<i>Garry Lee Hahn</i>	Garry Lee Hahn	1910 Turner			X	
14	<i>Wanda L. Davis</i>	Wanda L. Davis	1910 Turner			X	
15	<i>Rosalind C. Perez</i>	Rosalind C. Perez	1141 Cuppet St ⁹⁹⁷⁰⁹ Fbics			X	
16	<i>Daniel Day</i>	DANIEL DAY	440 Old Richardson Hwy.			X	
17	<i>Edward W. Rorch</i>	Edward W. Rorch	440 Old Richardson Hwy			X	
18	<i>Jeanette Hopson</i>	Jeanette Hopson	440 Old Richardson Hwy			X	

PETITION

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We, the undersigned, are supporters of SB155/HB222, as introduced. These bills revise the Landlord Tenant Act to make the laws apply more equally between landlords and tenants.

#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	Mike Rice	MICHAEL RICE	1732 Tamarack				✓
2	Stacey Eggers	Stacey Eggers	120 Charles St			✓	
3	Beverly J. Million	BEVERLY J. MILLION	2765 Gordon Rd.	✓	4		
4	Virginia Neal	Virginia Neal	227 Woodridge Dr.			✓	
5	Rose Marie Smith	ROSE MARIE SMITH	3371 STOREY DR	✓			
6	Barbara Moore	Barbara Moore	23 B Eureka	✓	2	✓	
7	Jeffrey J. Ball	Jeffrey J. Ball	356 Driveway			✓	
8	Marina G. Ball	MARINA G. BALL	356 DRIVEWAY AK			✓	
9	Itelene Lugoillo	Itelene Lugoillo	97 Timberland Dr	✓	2		
10	Marie A. Bablinskas	MARIE A. BABLINSKAS	P.O. BOX 74043			✓	
11	Dennis P. Callahan	DENNIS P. CALLAHAN	2504 LISA HANCOCK N. W. AK				✓
12	Pornellia O'Neill	PORNELLIA O'NEILL	231 CRAIG AVE	✓	1	✓	✓
13	Wanda Brown	WANDA K BROWN	2843 Bd Rd North Pole	✓			
14							
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PETITION

18

We, the undersigned, are supporters of SB155/HB222, as introduced. These bills revise the Landlord Tenant Act to make the laws apply more equally between landlords and tenants.

#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	<i>Doyle Gabriel</i>	Doyle Gabriel	1904 poage	✓	5		
2	<i>Anita C Gabriel</i>	Anita C Gabriel	2058 Donald Ave #3			✓	
3	<i>Debra Sinclair</i>	DEBRA SINCLAIR	1048 28th #2			✓	
4	<i>Carl Ralt</i>	CARL RALT	1270 Richmond Ave				✓
5	<i>Curtis Chamberlain</i>	Curtis Chamberlain	850 mcgrath Rd				✓
6	<i>Ruth V Long</i>	RUTH V LONG	P.O. Box 1 ESTER				✓
7	<i>Kathleen Seuber</i>	KATHLEEN SEUBER	P.O. Box 81147			✓	
8	<i>Jeffrey A. Campbell</i>	JEFFREY A. CAMPBELL	508 Monroe St. Folsom AK 95707				
9	<i>Thomas Alphon</i>	Thomas Alphon	P.O. Box 70648 Folsom	✓	15		✓
10	<i>Juanita Helms</i>	JUANITA HELMS	1524 STACIA ST.	✓	7		
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PETITION

19

We, the undersigned, are supporters of SB155/HB222, as introduced. These bills revise the Landlord Tenant Act to make the laws apply more equally between landlords and tenants.

#	Signature	Print Name	Address	Landlord	No.Units	Tenant	Other
1	<i>[Signature]</i>	Don Ward	P.O. 10674 - 99710	✓			
2	<i>[Signature]</i>	DENNISE TOMPKINS	PO 701-14 707			✓	
3	<i>[Signature]</i>	SHARON MENSIK	462 CARLTON DR. 99701	✓	1		
4	<i>[Signature]</i>	ZOE PARRISH	1117 26th Ave. 99701		44	✓	
5	<i>[Signature]</i>	GEORGE-K-SHYNER	913-OCFNER RD 99701				✓
6	<i>[Signature]</i>	Vanessa Navarro	518 "A" st 99701			✓	
7	<i>[Signature]</i>	Meredith A. Coats	2546 TALKEETNA 99709	✓	20		
8	<i>[Signature]</i>	MYRNA SHEETS	1028 E. ... st	✓	7		
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PETITION

(20)

We, the undersigned, are supporters of SB155/HB222, as introduced. These bills revise the Landlord Tenant Act to make the laws apply more equally between landlords and tenants.

#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	<i>Lathona Freshman</i>	LATHONA FRESHMAN	440 Old Rich Hwy	X	62		
2	<i>Virgil A Hardin</i>	VIRGIL A HARDIN	440 OLD RICH HWY	---		✓	
3	<i>Ed Kincheloe</i>	Ed Kincheloe	440 Old Rich Hwy			X	
4	<i>John S. Vostilla</i>	John S. Vostilla	440 Old Rich Hwy			X	
5	<i>Wm M Stewart</i>	WM M STEWART	1777 CROSSON ST	✓	450		
6	<i>Bart Wigger</i>	Bart Wigger	440 old Rich			X	
	<i>Helen Powell</i>	HELEN POWELL	1913 JACK ST	X		X	
8	<i>Mary Heine</i>	MARY HEINE	579 Alcott St			X	
9	<i>Duane J. Persen</i>	DUANE J. PERSERSON	Box 51437 Council Bluffs				X
10	<i>William T. Ellis</i>	WILLIAM T. ELLIS	440 Old Rich Hwy	X		X	
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