

ALASKA LEGISLATURE

HOUSE and SENATE FINANCE COMMITTEE FILES,

1993-1994

1010

94

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 L. Michells</i>	JOANNA Michells	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	

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#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	Lee Worsham	Lee WORSHAM	1303 O'Connell	✓	25		
2	Barbara Dowdy	Barbara Dowdy	1051 Eastwood Lane				✓
3	Theresa O'Kelley	TERESA O'Kelley	P.O. Box 70521	✓	3		✓
4	Phyllis Kinn	Phyllis Kinn	P.O. Box 84466	✓	4		
5	Virgil Beuning	VIRGIL BEUNING	996 Coppert Alley	✓	1		✓
6	Donna Gatto	DONNA GATTO	PO Box 58619				✓
7	Kay L. Hudson	Kay L. Hudson	PO Box 70104	✓	1		✓
8	Audette Koch	AUDETTE KOCH	Box 30 ESTERAK	✓	2		
9	Stacia	1524 STACIA	1524 STACIA	✓	7		
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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	<i>Stephen Burt</i>	Butler, Stephen	C Co 206 MSB				✓
2	<i>Deborah Hayes</i>	MICHAEL Hayes	313 SHERMAN DRIVE	✓	3		
3	<i>[Signature]</i>	RO SLIPPER	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 Najera</i>	Johnny Najera	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. Ln				
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	✓			

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#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	Brian Catohgan	Brian Catohgan	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 BALLIET	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. Watson	Willard D. Watson	500 Kef. Wilson FBKS AK				✓
14	Joni Longshore-Thompson	Joni Longshore-Thompson	P.O. Box 15512 W. N. AK				✓
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				✓

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(8)

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#	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. L. 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 ESTAK	X	2		
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(9)

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#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1							
2							
3	Ben Wike	Brian 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 Ekland	DAVID EKLAND	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. Raso	John P. Raso	623 Wainwright Rd				✓
17	Suttu Stumpf	Suttu Stumpf	P.O. Box 60801		✓		
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(10)

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#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	<i>[Signature]</i>	TAMMI ISAACSON	445J Dartmouth Fbks.			✓	
2	<i>[Signature]</i>	SUK CHA CAMPBELL	1108 21st AVE FBS			✓	
3	<i>[Signature]</i>	Rowland W. 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 SCHWENE	P.O. BOX 74116 FBS	✓			
7	<i>[Signature]</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	✓			
10	<i>[Signature]</i>	LYNN LITTLE	1522 CUSHMAN ST Fbks.	✓			
11	<i>[Signature]</i>	Louis M. Titte II	1522 CUSHMAN ST. FBS	✓			
12	<i>[Signature]</i>	VICTOR F. SALZBERG	638 CANARD N-TEL 99705		8		
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#	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>Breline Kuehn</i>	Breline 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 AK	✓	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		
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(12)

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#	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>	Josie 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-1112 Anchorage				X

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#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1		Rebecca Q. McAuley	905 Joyce Dr. Fkks ⁹⁹⁷⁰¹			X	
2		ART SPARLOOS	P.O. BOX 197 D.J AK ⁹⁹⁷³⁷			X	
3		MICHAEL G. RIDLEY	GEN. DELIVERY ^{ESTER AK.} 99725			X	
4		Sue G. Yi	1004 Joyce V. Fkks ^{AK}				X
5		John A. Wilson	4820 Palo Ocedentue ⁹⁹⁷⁰¹ Fkks				X
6		Charles Warden	Box 2278 - Fkks ^{AK} 99701			X	
7		Mee JUNG TAVARES	1318 23AVE # 99707				X
8		Dave Brenner	1038 Pasque St. 99712			X	
9		Sonya Paschal	4427 Mayfield Ct. #1	X	2		
10		Melissa Applebee	1816 Bridgewater 99709			X	
11		LOLA EASTERLING	5 KATHRYN				X
12		Candy Dyer	1226 20th Ave	X	4		
13		Rod V. Wakefield	563 Hilltop Ave. Fkks				X
14		CHARLES H. WALLACE	4057 MILLARD WAY, Fkks	X	3		
15		JEFFREY J. MILLER	PSC 5 BOX 85 EAFBAK				X
16		BRENDA D. SANTORA	P.O. BOX 8358.3 FAKS AK				X
17		John Burnette	318 W. 2nd Ave. 99702				X
18		Pearl Johnson	18 15 Kathryn St.			V	

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#	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 Coastal				owner
3	<i>John Smith</i>	JOHN SMITH	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 Verona Ave Fairbanks			X	
18	<i>RODNEY L. HAKEL</i>	RODNEY L. HAKEL	615 DUTCH ST Fairbanks			X	

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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 (POSS) Hwy			✓	
4	<i>A. Henry Magar</i>	A. Henry Magar	P.O. Box 71093, Fbks 99707				Home Owner
5	<i>David Magar</i>	DAVID MAGAR	P.O. Box 75-51 Fbks AK 99707			✓	
6	<i>Roger L Moore</i>	Roger L. Moore	288 Rambling Rd #26 Fbks ⁹⁹⁷⁰²	✓	72		
7	<i>Don Beaumont</i>	Don Beaumont	643 Mayfield St Fbks 99701	✓	1		Home Owner
8	<i>James P Sullivan</i>	JAMES P SULLIVAN	125 INH Fbks 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>Tulip T. Shier</i>	TULIP T. SHIER	4753 Franklin #4		12		Manager
14	<i>Peter M Stamer</i>	PETER M STAMER	4953 Cambridge #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			✓	

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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 55107	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	

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(17)

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#	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	✓			
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#	Signature	Print Name	Address	Landlord	No. Units	Tenant	Other
1	<i>Doyle Gabriel</i>	Doyle Gabriel	1904 poage	✓	5		
2	<i>Chitz 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		
11							
12							
13							
14							
15							
16							
17							
18							

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		
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							

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	
7	<i>Helen Powell</i>	HELEN POWELL	1913 JACK ST	X		X	
8	<i>Mary Heilwe</i>	MARY HEILWE	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	
11							
12							
13							
14							
15							
16							
17							
18							

HB

222

SFIN

FILE

SENATE FINANCE COMMITTEE REPORT

DATE: 4/21/94

FURTHER:

DATE TURNED INTO OFFICE: 5-1-94

Finance Committee considered CS FOR HOUSE BILL NO. 222(FIN)

Landlords and tenants and to the applicability of the Uniform Residential Landlord and Tenant Act, to termination of tenancies and recovery of rental premises; 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.

and recommends:

- replace with S CS CS HB 222 (FINANCE)
- or adopt previous _____ CS _____ (_____)
- attaches amendment(s)

- same title
- new title
- technical title change (HB only)

adopts _____ Letter of Intent

further referral to the _____

do pass

do not pass

no recommendation

individual recommendations

NEW FISCAL NOTES

Department	Date	Zero	Fiscal

PREVIOUS FISCAL NOTES

Department	Date	Zero	Fiscal
<i>Safety</i>	<i>4/12/94</i>	<input checked="" type="checkbox"/>	
<i>Law</i>	<i>12/13/93</i>		<i>\$10.0</i>

Appropriation No Fiscal Note

DO PASS:

OTHER RECOMMENDATIONS:

Steve Miller

Bob Sharp

Do not pass

1. *Do not pass*
 Co-Chair: Signature/Recommendation

2. *Do not pass*
 Co-Chair: Signature/Recommendation

FISCAL NOTE

STATE OF ALASKA
1994 LEGISLATIVE SESSION

No. 3
Bill Version: CSHB 222(FIN)
(H) Publish Date: 4/15/94

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. Peques, Director Phone: 465-3672
Division: Administrative Services Division 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.

FISCAL NOTE

STATE OF ALASKA
1994 LEGISLATIVE SESSION

BILL N°

No. 4
Bill Version: CSHB 222 (FIN)
(H) Publish Date: 4/15/94

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 () <small>Revenue Code</small>	-0-	-0-	-0-	-0-	-0-	-0-

FUNDING: (Thousands of Dollars)

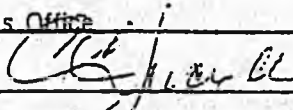
1002 Federal Receipts						
1003 GF Match						
1004 GF						
1005 GF/Program Receipts						
1006 GF/MHTIA						
Other						
TOTAL	-0-	-0-	-0-	-0-	-0-	-0-

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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COMMITTEE COPY

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

BY THE SENATE FINANCE COMMITTEE

Offered:
Referred:

Sponsor(s): REPRESENTATIVES JAMES, Porter, Therriault

A BILL

FOR AN ACT ENTITLED

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

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

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

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

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

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

4 (2) when,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 (1) delivered to the tenant or person;

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

19 or

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

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

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

26 (1) state

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

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

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

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

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

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

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

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

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

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

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

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

1 enforcing the order to vacate.

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

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

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

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

19 (1) prostitution;

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

21 (3) an illegal activity involving

22 (A) alcoholic beverages;

23 (B) a controlled substance;

24 (C) an imitation controlled substance; or

25 (D) gambling or promoting gambling.

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

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

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

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

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

5 (1) evidence of reputation within a community;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 (2) does not include deterioration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 (2) the provisions of

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

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

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

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

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

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

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

1 tenant as clean as their condition permits;

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

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

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

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

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

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

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

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

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

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

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

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

5 (1) except

6 (A) as permitted by this section:

7 (B) by court order; or

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

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

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

11 (a) Except as provided in this chapter,

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

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

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

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

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

17 * Sec. 24. AS 34.03.220 is amended by adding new subsections to read:

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

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

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

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

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

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

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

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

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

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

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

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

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

1 possession if

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

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

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

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

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

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

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

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

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

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

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

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

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

1 facility;

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

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

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

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

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

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

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

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

1 attachment to the rental agreement.

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

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

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

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

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

15 (B) AS 11.66.210 or 11.66.220;

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

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

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

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

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

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

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

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

6 (d) In this section,

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

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

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

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

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

8-LS0832V

Chenoweth

5/1/94

ADOPTED

Amended

SENATE CS FOR 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, Therriault

A BILL

FOR AN ACT ENTITLED

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

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

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

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

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

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

4 (2) when,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 (1) delivered to the tenant or person;

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

19 or

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

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

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

26 (1) state

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

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

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

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

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

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

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

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

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

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

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

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

1 enforcing the order to vacate.

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

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

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

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

19 (1) prostitution;

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

21 (3) an illegal activity involving

22 (A) alcoholic beverages;

23 (B) a controlled substance; or

24 (C) an imitation controlled substance.

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

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

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

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

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

3 (1) evidence of reputation within a community;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 (2) does not include deterioration

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

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

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

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

15 (1) bring an action for possession against any person wrongfully in
16 possession: and

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

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

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

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

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

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

30 (2) is, in an action initiated by a party to recover damages or to obtain
31 other relief to which a party may be entitled under this chapter, presumptive evidence

1 of the condition of the premises and its contents at the commencement of the term of
2 the period of occupancy covered by the rental agreement.

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

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

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

12 (2) the provisions of

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

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

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

23 Sec. 34.03.120. TENANT OBLIGATIONS [TO MAINTAIN DWELLING
24 UNIT]. The tenant [SHALL]

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

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

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

31 (4) shall use in a reasonable manner all electrical, plumbing, sanitary,

1 heating, ventilating, air-conditioning, kitchen, and other facilities and appliances
2 including elevators in the premises;

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

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

8 (7) shall maintain smoke detection devices as required under
9 AS 18.70.095; and

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

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

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

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

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

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

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

1 the dwelling unit

2 (1) except

3 (A) as permitted by this section:

4 (B) by court order; or

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

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

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

8 (a) Except as provided in this chapter,

9 (1) if the tenant or someone in the tenant's control deliberately
 10 inflicts substantial damage to the premises in breach of AS 34.03.120(a)(5), the
 11 landlord may deliver a written notice to quit to the tenant under AS 09.45.100 -
 12 09.45.105 specifying the act constituting the breach and specifying that the rental
 13 agreement will terminate upon a date that is not less than 24 hours after service
 14 of the notice; for purposes of this paragraph, damage to premises is "substantial"
 15 if the loss, destruction, or defacement of property attributable to the deliberate
 16 infliction of damage to the premises exceeds \$400 or the amount of the security
 17 deposit held by the landlord under AS 34.03.070, whichever is greater;

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

1 the landlord may terminate the rental agreement upon at least five [10] days written
2 notice to quit specifying the breach and the date of termination of the rental
3 agreement.

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

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

15 * Sec. 24. AS 34.03.220 is amended by adding new subsections to read:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 * Sec. 30. AS 34.03.030(b) is amended to read:

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

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

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

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

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

31 (5) occupancy by an employee of a landlord whose right to occupancy

1 is conditioned upon employment substantially for services, maintenance, or repair to
2 the premises;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30 (d) In this section,

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

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

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

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

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

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

FAILED

A M E N D M E N T

SENATE FINANCE
COMMITTEE

Amendment Number: 3
Bill Number: HB 222
Sponsor: _____ Date: 4/28/94
Logged In By: (18m)

OFFERED IN THE HOUSE

TO: CSHB 222() "R" Version

Page 12, following line 31:

Insert a new bill section to read:

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

Sec. 34.03.325. LANDLORD'S REFUSAL TO RENT TO UNMARRIED PERSONS. Notwithstanding AS 18.80.240(1) - (3) and (5), a landlord may refuse to lease or rent a dwelling unit to a prospective tenant, or, if so provided in the rental agreement, may terminate the rental agreement for a dwelling unit occupied by a tenant, if

(1) the landlord reasonably believes that

(A) the tenant occupies, or the prospective tenant will occupy, the dwelling unit with another person who is not married to the tenant or prospective tenant; and

(B) the prospective tenant and the other person have a sexual relationship with each other; and

(2) the personal religious beliefs of the landlord prevent the landlord from leasing or renting premises to persons who have a sexual relationship but are not married to each other."

Renumber the following bill sections accordingly.

Page 16, line 16:

Delete "sec. 26"

Insert "sec. 27"

Requested by Sen. Lerner

Alaska State Legislature

REPRESENTATIVE
JEANNETTE JAMES

P.O. Box 56622
North Pole, Alaska 99705
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House District 34



House of Representatives

While in Juneau
State Capitol
Juneau, Alaska
99801-1182
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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 deliberately damages the premises.
- * * To clarify the legal obligations of both the tenant and the landlord; and to allow a premises inventory, signed by both parties, as legal evidence.
- * * To make the state's nuisance abatement process more accessible in tenant-landlord proceedings.
- * * To simplify cross-references between Title 9 (Civil Procedure) and Title 34 (Property).
- * * To provide much-needed protection from abusive tenants, for BOTH LAW-ABIDING TENANTS and LANDLORDS.

Back-up



Official Business

Alaska State Legislature

State Capitol
Juneau, AK 99801-1182

MEMORANDUM

TO: Representative Ramona L. Barnes
Speaker of the House

FROM: Douglas A. Wooliver
Staff Attorney

SUBJECT: Sectional Analysis of CSHB 222(FIN)

DATE: April 17, 1994

The following is a sectional analysis of CSHB 222(FIN); "An Act relating to landlords and tenants and to the applicability of the Uniform Residential Landlord and Tenant Act, to termination of tenancies and recovery of rental premises, to tenant responsibilities, and to the civil remedies of forcible entry and detainer and nuisance abatement; and amending Rule 62(a) of the Alaska Rules of Civil Procedure."

Section 1 repeals and reenacts AS 09.45.090 which deals with forcible entry and detainer and unlawful holding by force.

Subsection (a) defines "unlawful holding by force" with respect to property that falls under the Uniform Residential Landlord and Tenant Act.

Subsection (b) defines "unlawful holding by force" with respect to property that does not fall under the Uniform Residential Landlord and Tenant Act.

Subsections (a) and (b) both expand the scope of the definition of "unlawful holding by force" which currently only covers; (1) failure to pay rent, (2) refusing to leave after a lease or other agreement

has ended and (3) continuing in possession contrary to a condition or covenant or without a lease or agreement.

Section 2 amends AS 09.45.100 which deals with notices to quit. Subsection (a) is amended to read that except where notice to quit is issued under section 1 of this Act, and except for those cases where a notice to quit is not required, a notice to quit is required before a person entitled to possession may commence and maintain an action to recover possession of the premises.

Subsection (b) states that in situations where a person has failed to pay rent, service of written notice stating the breach or a demand in writing for possession will constitute a notice to quit.

Subsection (c) deletes that section of current law that allows an extra three days to be added to the ten days that a person has to vacate the premises if the notice is sent by registered or certified mail.

Section 3 adds a new section that lists what is required to be contained in a notice to quit. A notice to quit must contain; (1) an explanation of the cause of the notice, (2) what the tenant can do to remedy the problem (if anything) (3) the time frame in which the problem may be remedied, (4) the date and time that the agreement will terminate, (5) the date that the tenant must vacate the premises, and (6) a statement to the effect that if the tenant does not vacate then a civil action will be brought against them.

Section 4 repeals and reenacts AS 09.45.110 which is entitled "Time when action to recover possession may be brought." Under this provision a landlord may commence an action to recover the premises on or after the date the tenant unlawfully holds possession as determined under section 1 of this Act.

Section 5 adds a new section entitled "order" stating that if a court enters a judgement against a tenant then, at the same time the court enters an order to vacate, the court shall, at the request of the landlord, issue a writ of assistance to a police officer to secure that officer's assistance in serving and enforcing the order to vacate.

Section 6 adds a new section entitled "Action against tenant occupying premises abated as nuisance" This section states that a

copy of an order of abatement is prima facie evidence of unlawful holding of the premises by force by the person who remains on the premises.

Section 7 amends AS 09.50.170 by adding to the list of activities that are to be considered as nuisances. The list as amended would include; (1) prostitution, (2) an illegal activity involving a place of prostitution, or (3) an illegal activity involving alcoholic beverages, controlled substances or imitation controlled substances.

Section 8 references the activities mentioned under section 7 of this Act to the meanings provided under AS 34.03.360.

Section 9 adds a new section to AS 09.50 entitled "Admissibility of evidence to prove nuisance" stating that when an action is brought under the nuisance provisions added under section 7 of this Act, the court may consider (1) evidence of reputation in the community and (2) past complaints, violations or convictions.

Section 10 amends AS 09.50.210 which is entitled "Order of abatement." This amendment directs a court that finds that a nuisance exists to enter an order of abatement that includes the termination of the lease or rental agreement, provided that the tenant has been served proper notice.

Section 11 amends AS 09.50.230 which is entitled "Release of premises to owner." This section states that a court may release abated property to the owner under certain circumstances and upon the filing of a bond in an amount set by the court. This section also states that the cancellation of the order of abatement does not affect the termination of the lease or rental agreement.

Section 12 adds a new subsection to AS 34.03.020 which deals with the Uniform Residential Landlord and Tenant Act. New subsection (e) states that a rental agreement may contain a section that describes the condition of the premises at the time the renter or lessor takes possession. When signed by the parties this section becomes part of the rental agreement.

Section 13 amends AS 34.03.070(b) which deals with security deposits and prepaid rent. The amendment offered here defines "damages" as that term is used with respect to the withholding of security deposits and prepaid rent. Specifically excluded from the

definition is any deterioration caused by normal nonabusive living and any damage caused by the landlord's own neglect or fault.

Section 14 amends AS 34.03.090 which is entitled "Landlord to supply possession of the dwelling unit." This section states that a landlord must serve a notice to quit prior to bringing an action for possession.

Section 15 adds a new subsection to AS 34.03.090 which establishes some conditions that are to be followed when landlords and tenants sign agreements relating to the condition of a premises and relating to content inventories.

Section 16 amends AS 34.03.110(a) by adding a provision stating that if a landlord sells the rental property, the premises condition statement and any contents inventory agreed to between the landlord and tenant remain valid until and unless new agreements are entered into between the tenant and new owner.

Section 17 adds a new section to AS 34.03.120 which deals with the tenant's responsibilities to maintain the rental unit. This section states that a tenant may not knowingly engage in any of the activities that are defined as nuisances under section 7 of this Act. This section also prohibits a tenant from knowingly permitting others to engage in those activities at the rental presence.

Section 18 amends AS 34.03.160(a) which deals with general issues regarding noncompliance by the landlord."

Subsection (a) establishes the various steps that a tenant may take if the landlord fails to comply with a rental agreement.

Subsection (b) changes from 20 days to 10 days the amount of time that a landlord has after service (as opposed to receipt) of notice that they are in breach in which to remedy the breach. If they fail to remedy the breach within 10 days the rental agreement terminates.

Subsection (b) also states that if the same breach occurs within the next 6 months the landlord has 5 (rather than the current 10) days within which to remedy the breach.

Subsection (c) further states that a tenant may not charge the landlord for damage that they themselves have caused.

Section 19 amends AS 34.03.210 which is entitled "Tenant's remedies for landlord's unlawful ouster, exclusion, or diminution of service." This section changes ~~from~~^{to} two times actual damages ~~to~~ ^{From} one and one-half actual damages the amount of damages that a tenant may recover from a landlord under this section.

Section 20 amends AS 34.03.220(a) which deals with the failure to pay rent. This section is amended by adding language that states that if a tenant or someone in the tenant's control deliberately inflicts substantial damage (more than the greater of \$400 or the amount of the security deposit) to the premises, the landlord may terminate the rental agreement not less than 24 hours after service of notice.

Section 20 also reduces from 20 days to 10 days the time in which a tenant has to remedy other breaches and reduces from 10 days to 5 days the time in which the tenant has to remedy a breach that has already occurred once before in the last 6 months.

Section 21 amends AS 34.03.220 by adding a new subsection stating that an order of abatement entered by a court terminates a rental agreement.

Section 22 amends AS 34.03.225 by adding a new subsection dealing with mobile homes. This new subsection states that if a landlord is required to give notice to evict a mobile home tenant then a notice to quit will satisfy the notice requirement.

Section 23 amends AS 34.03.290(c) which deals with periodic tenancy and holdover tenants. This section is amended to read that if, without the landlord's permission, a person remains in possession of a rental property after the term of their rental agreement is up, the landlord may bring an action for possession only after serving notice to quit to the tenant.

Section 24 amends AS 34.03.310(c) which prohibits certain retaliatory conduct. The amendment adds a notice requirement to the provisions related to a landlord seeking an action for possession under this section.

Section 25 amends AS 34.03.330(b) which lists the applications and exclusions of the Uniform Residential Landlord and Tenant Act. This

amendment adds public or private premisses that are used as temporary housing to the list of arrangements that are not covered by this chapter.

Section 26 adds a new section to AS 34.03. The new section is entitled "Proof of certain property damage claims" and it states that unless rebutted by clear and convincing evidence, a premises condition statement is presumptive evidence of the condition of the dwelling prior to occupancy in any action to recover damages from a tenant. This also applies to content inventories.

Section 27 adds a new section to AS 34.03 entitled "Mediation" which allows landlords and tenants to mediate their disputes if such an agreement is included in the rental agreement.

Section 28 adds new definitions to the definition section of AS 34.03.360.

Section 29 adds a new section to AS 34.05 which is the chapter dealing with agricultural and personal property. The new section is entitled "Article 3. Illegal activities in premises not subject to Uniform Residential Landlord and Tenant Act."

New section 34.05.100 is entitled "Tenant responsibilities in premises not subject to AS 34.03" and states that in any premises that is not subject to the Uniform Residential Landlord and Tenant Act a tenant is prohibited from engaging in those acts listed as nuisance acts in section 7 of this Act. This section also states that an order of abatement under this section terminates a rental agreement.

Section 30 repeals AS 34.03.360(18) which is the current definition of "wear resulting from ordinary use."

Sections 31 and 32 deal with the fact that section 5 of this Act makes a court rule change and requires a two-thirds majority vote.

Alaska State Legislature

HB 222


REPRESENTATIVE
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House of Representatives

TO: Senator Drue Pearce, Co-Chair, Senate Finance

FROM: Representative Jeannette James 

DATE: April 21, 1994

RE: HB 222

Please schedule House Bill 222, "LANDLORD/TENANT REFORM", to be heard in Senate Finance at your earliest convenience. A packet of information is attached.

HB222 was filed last year along with Senator Frank's companion bill, SB155; HB222 has received a great deal of work in sub-committees, and passed the house unanimously 37-0. It has the support of both landlords and tenants, and will greatly simplify and expedite landlord/tenant proceedings.

Thanks for your help in scheduling this bill.

Sec 1 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 deliberately 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 FORCE 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
 - D 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.

See a-1

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.

See! a2-A.

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)

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(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.

Sec 2. B

**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.

Sec 2. C.

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

AS 34.03.310 Retallatory 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.

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.

Sec 1
a.2. D.

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)

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.

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

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.

Sec 1
a.2 E.

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)

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.

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

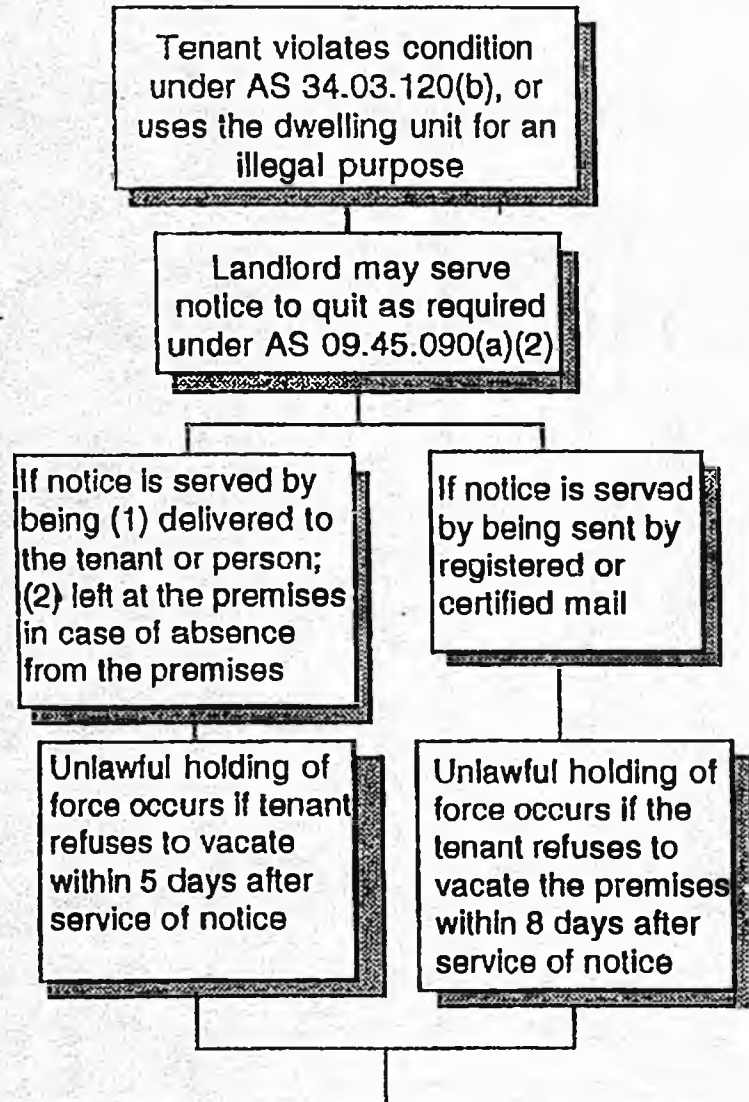
Unlawful holding of force occurs if tenant refuses to vacate within time specified under AS 34.03.290(a) & (b)

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.

Sec 1
a-2 F.

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)



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;

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.

See
a.g.

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.

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

Landlord may immediately serve notice to quit 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 refuses to vacate immediately after service of notice

Unlawful holding of force occurs if tenant refuses to vacate within 3 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.

DIVISION OF LEGAL SERVICES

**LEGISLATIVE AFFAIRS AGENCY
STATE OF ALASKA**

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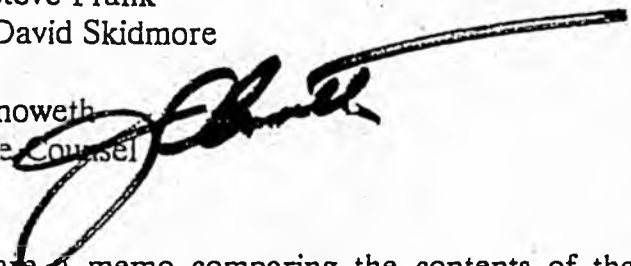
130 Seward Street, Suite 409
Juneau, Alaska 99801-2105

MEMORANDUM

April 27, 1994

SUBJECT: Comparison of CSHB 222 (Finance) and CSSB 155 (Judiciary),
pending landlord-tenant legislation
(Work Order No. 8-LS0832AM)

TO: Senator Steve Frank
ATTN: David Skidmore

FROM: Jack Chenoweth
Legislative Counsel 

You have asked me to prepare a memo comparing the contents of the House Finance Committee Substitute for House Bill 222 (CSHB 222 (Fin)) and the Senate Judiciary Committee Substitute for Senate Bill 155 (CSSB 155 (Jud)). The two bills have as their principal purposes the alteration of the landlord-tenant relationship and of the civil remedies available to the parties in the event of a breach of the obligations of that relationship.

Initially, I want to address two key areas in which the House and Senate versions differ significantly.

I

FORCIBLE ENTRY AND DETAINER; REMOVAL OF TENANT:

"Forcible Entry and Detainer (often shortened to and referred to as an "FED" or "FED action")" is the civil remedy available to the owner of the premises when a tenant retains possession and occupancy of premises after expiration of the tenancy or otherwise in violation of law. Forcible entry and detainer is set out in AS 09.45.-060 - 09.45.160.

Proposed bill sections 1 - 4 of CSHB 222 (Finance) and proposed bill sections 2 - 5 of CSSB 155 (Judiciary) amend key features of AS 09.45, relating to the forcible entry and detainer action.

After extensive House Finance Committee consideration of the provisions, the language of the respective versions is no longer substantially similar. The **House version** incorporates provisions more closely aligning the remedial provisions of AS 09.45 with the specific shortcomings or problems arising under the Uniform Residential Landlord-Tenant Act (AS 34.03) and makes parallel changes covering the contingency of termination of tenancy when the tenancy is not governed by the Uniform Act (commercial arrangements, for example). The approach used in the **Senate version** makes no distinction based on applicability of the Uniform Act and, consequently, does not make changes to AS 09.45.090 with reference back to the related provisions of the Uniform Act.

Notably, in the **Senate version**, the amendment reduces from ten days to five days the period in which a landlord must wait after making written demand for possession of rented premises to commence forcible entry and detainer proceedings to secure a tenant's eviction in the event the tenant fails to pay rent when due; the **House version** retains the ten day period to initiate proceedings to evict the tenant in these circumstances.

Allowing for the substantially different approach each takes to reform of forcible entry and detainer actions, in their changes to AS 09.45.090 and to AS 09.45.100 the versions differ on the notion of notice. The **House version** makes the key to a tenancy termination turn upon the delivery of a "notice to quit," usually, but not necessarily, in writing, or, in the alternative, a demand for possession, while the **Senate version** retains the features of current provisions applicable to FED actions, but makes only essential statute reference changes. Finally, in its inclusion of the new material in AS 09.45.105, the **House version** specifies the content of the "notice to quit"; the **Senate version** does not include that provision.

Apart from these, other related features are substantially similar.

REVISION OF TENANT OBLIGATIONS:

Several provisions are included in each of the two versions in order to respond to concerns expressed that tenants be held to a greater responsibility generally "for damage done by him/her or by his/her guests."

A

Current law--AS 34.03.120, part of the Uniform Residential Landlord-Tenant Act--assigns or imposes certain responsibilities in the landlord-tenant relationship 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 changes to AS 34.03.120 made by bill section 22 of the **Senate version** generally make the tenant's obligations more stringent by eliminating or modifying the qualifying adjectives from before the various duties or responsibilities enumerated in AS 34.03.120. The **Senate version** requires that their use by the tenant must be in an "ordinary manner," omitting an existing "nonabusive" reference. Additionally, the **Senate version**, adds, as a paragraph (8), a prohibition against the tenant's changing door locks without obtaining the landlord's prior permission. By contrast, the **House version** omits these changes altogether.

B

The revision of AS 34.03.220(a) proposed in bill section 20 of the **House version**--bill section 26 of the **Senate version** is roughly comparable--provides the landlord the opportunity to seek summary eviction of the tenant. The **House approach** limits use of summary procedure to instances of "deliberate infliction of substantial damage" and supplies a means by which to determine whether that requirement is met. The **Senate version** makes more numerous changes to AS 34.03.220(a) and permits commencement of summary forcible entry and detainer proceedings in a larger number of situations involving the tenant's violation of these modified provisions. ^{1/} Summary procedure is, in both instances, the opportunity for a landlord to commence proceedings to recover tenancy on 24 hours' notice. In the **House version**, summary action may require 10 days notice for breaches and violations other than "deliberate infliction of substantial damage" to the premises. Under both versions, the summary proceeding language replaces the 20 day notice of current law. Additionally, under the **Senate version**, but not that of the **House**, the tenant has an opportunity to take corrective action to remedy the breach but the remedies need not be just "adequate" but, instead, must "satisfy the landlord."

C

The **Senate version** incorporates reference to termination of tenancy in the case of contingencies that are not part of the **House version**: the landlord's recovery of possession for the tenant's failure to pay utilities (when required to do so) and for the tenant's failure to provide the landlord with copies of keys when the tenant initiates a change in the lock; neither of these provisions is addressed in the **House version**.

^{1/} Under the **Senate version**, the nature of the tenant's noncompliance has significance: noncompliance in the nature of destruction, defacement, or damage to the premises must be "substantial"--that is, in excess of the amount of the tenant's security deposit; noncompliance relating to the condition of the premises must materially affect health or safety; noncompliance for other reasons must be sufficient, must affect the landlord's investment, the quiet enjoyment of the premises by other tenants, or the use and occupancy of adjacent premises.

D

Importantly, where the **House version** retains language permitting termination of a tenancy when rent remains unpaid for ten days, the **Senate committee substitute** reduces the period in which the rent must be paid to five days. See bill section 27 of the Senate version.

*

Allowing for the substantially different approach each takes to reform of forcible entry and detainer actions, both bill versions, in essence, carry forward the current requirement of allowing three days additional notice if, under the forcible entry and detainer remedy, notice to the tenant to quit is provided by mail.

II

The House and Senate versions contain a number of sections that are identical. ^{2/}

A

With respect to the forcible entry and detainer changes, despite the variance in approach and language of the two bills, both versions propose to eliminate notice separate from that required to be given under the Uniform Residential Landlord and Tenant Act (AS 34.03) upon the entry of abatement by the court. See bill sections

^{2/} Those identical sections in the respective bill versions are:

CSHB 222 (FIN)

sec. 5
sec. 6
sec. 7
sec. 8
sec. 9
sec. 10
sec. 11
sec. 12
sec. 13
sec. 15
sec. 16
sec. 17
sec. 21
sec. 26
sec. 28
sec. 29
sec. 30

CSSB 155 (JUD)

sec. 8
sec. 9
sec. 10
sec. 11
sec. 12
sec. 13
sec. 14
sec. 17
sec. 19
sec. 20
sec. 21
sec. 23
sec. 28 [part]
sec. 31
sec. 33
sec. 34
sec. 35