



# LAWS OF ALASKA

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Source

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Chapter No.

10

## AN ACT

Adopting the Uniform Residential Landlord and Tenant Act; amending procedures for the recovery of possession of real property; and providing for an effective date.

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

\* Section 1. AS 34 is amended by adding a new chapter to read:

#### CHAPTER 03. UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT.

Sec. 34.03.010. PURPOSES; RULES OF CONSTRUCTION. (a) This Act shall be liberally construed and applied to promote its underlying purposes and policies.

(b) The underlying purposes and policies of this Act are to

- (1) simplify, clarify, modernize and revise the law governing the rental of dwelling units and the rights and obligations of landlord and tenant;
- (2) encourage landlord and tenant to maintain and improve the quality of housing; and
- (3) make uniform the law among those states which enact it.

#### ARTICLE 1. RENTAL AGREEMENTS.

Sec. 34.03.020. TERMS AND CONDITIONS OF RENTAL AGREEMENT. (a) The landlord and tenant may include in a rental agreement, clauses and conditions not prohibited by this chapter or by law, including rent, terms of agreement, and other provisions governing the rights and obligations of the parties.

(b) In the absence of agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the dwelling unit.

(c) Rent shall be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit. Unless otherwise agreed, rent is payable at the beginning of any term of one month or less and otherwise in equal monthly installments. Unless otherwise agreed, rent shall be uniformly apportionable from day to day and shall be paid on the date the periodic tenancy begins and payable on or before the same date of each and every month thereafter until the tenancy terminates.

(d) Unless the rental agreement fixes a definite term, the tenancy shall be week to week in the case of a tenant who pays weekly rent, and in all other cases month to month.

Sec. 34.03.030. EFFECT OF UNSIGNED OR UNDELIVERED RENTAL AGREEMENT. (a) If the landlord does not sign and deliver a written rental agreement signed and delivered to him by the tenant, acceptance of rent without reservation by the landlord gives the rental agreement the same effect as if it has been signed and delivered by the landlord.

(b) If the tenant does not sign and deliver a written rental agreement signed and delivered to him by the landlord, acceptance of possession and payment of rent without reservation gives the rental agreement the same effect as if it had been signed and delivered by the tenant.

(c) If a rental agreement given effect by the operation of this section provides for a term longer than one year, it is effective only for one year.

Sec. 34.03.040. PROHIBITED PROVISIONS IN RENTAL AGREEMENTS. (a) No rental agreement may provide that the tenant or landlord

(1) agrees to waive or to forego rights or remedies under this chapter;

(2) authorizes a person to confess judgment on a claim arising out of the rental agreement;

(3) agrees to the exculpation or limitation of any liability of the landlord or tenant arising under the law or to indemnify the landlord or tenant for that liability or the costs connected with it;

(4) agrees to pay the landlord's attorney fees.

(b) A provision prohibited by (a) of this section included in a rental agreement is unenforceable. If a landlord or tenant willfully uses a rental agreement containing provisions known by him to be prohibited, the other party may recover the amount of his actual damages.

Sec. 34.03.050. SEPARATION OF RENTS AND OBLIGATIONS TO MAINTAIN PROPERTY FORBIDDEN. A rental agreement, assignment, conveyance, trust deed, or security instrument may not

permit the receipt of rent free of the obligation to comply with sec. 100(a) of this chapter.

Sec. 34.03.060. SUBLEASE AND ASSIGNMENT. (a) Unless otherwise agreed in writing, the tenant may not sublet his premises or assign the rental agreement to another without the landlord's consent.

(b) The tenant's right to sublease his premises or assign the rental agreement to another shall be conditioned on obtaining the landlord's consent, which may be withheld only upon the grounds specified in (d) of this section; no further restrictions on sublease or assignment are enforceable.

(c) When the rental agreement requires the landlord's consent for sublease or assignment, the tenant may secure one or more persons who are willing to occupy the premises. Each prospective occupant shall make a written offer signed and delivered by him to the landlord, containing the following information on the prospective occupant:

- (1) name, age and present address;
- (2) marital status;
- (3) occupation, place of employment, and name and address of employer;
- (4) number of all other persons who would normally reside with the prospective occupant;
- (5) two credit references, or responsible persons who will confirm the financial responsibility of the prospective occupant; and
- (6) names and addresses of all landlords of the prospective occupant during the prior three years.

(d) Within 14 days after the written offer has been delivered to the landlord, the landlord may refuse consent to a sublease or assignment by a written rejection signed and delivered by him to the tenant, containing one or more of the following reasonable grounds for rejecting the prospective occupant:

- (1) insufficient credit standing or financial responsibility;
- (2) number of persons in the household;
- (3) number of persons under 18 years of age in the household;
- (4) unwillingness of the prospective occupant to assume the same terms as are included in the existing rental agreement;
- (5) proposed maintenance of pets;
- (6) proposed commercial activity; or

(7) written information signed by a previous landlord, which shall accompany the rejection, setting out abuses of other premises occupied by the prospective occupant.

(e) In the event the written rejection fails to contain one or more grounds permitted by (d) of this section for rejecting the prospective occupant, the tenant may consider the landlord's consent given, or at his option may terminate the rental agreement by a written notice given without unnecessary delay to the landlord at least 30 days before the termination date specified in the notice.

(f) If the landlord does not deliver a written rejection signed by him to the tenant within 14 days after a written offer has been delivered to him by the tenant, the landlord's consent to the sublease or assignment shall be conclusively presumed.

## ARTICLE 2. LANDLORD OBLIGATIONS.

Sec. 34.03.070. SECURITY DEPOSITS: PREPAID RENT. (a) A landlord may not demand or receive prepaid rent or a security deposit, however denominated, in an amount or value in excess of two months' periodic rent.

(b) Upon termination of the tenancy, property or money held by the landlord as prepaid rent or as a security deposit may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with sec. 120 of this chapter. The accrued rent and damages must be itemized by the landlord in a written notice delivered to the tenant together with the amount due no later than 14 days after termination of the tenancy and delivery of possession by the tenant. "Damages" do not include wear resulting from ordinary use of the premises.

(c) All money paid to the landlord by the tenant as prepaid rent or as a security deposit in a lease or rental agreement shall be promptly deposited by the landlord, wherever practicable, in a trust account in a bank, savings and loan association, or licensed escrow agent, and the landlord shall provide to the tenant the terms and conditions under which the prepaid rent or security deposit or portions of them may be withheld by the landlord; nothing in this chapter prohibits the landlord from commingling prepaid rents and security deposits in a single financial account.

(d) If the landlord willfully fails to comply with (b) of this section, the tenant may recover an amount not to exceed twice the actual amount withheld.

(e) This section does not preclude a landlord or tenant from recovering other damages to which he may be entitled under this chapter.

(f) The holder of the landlord's interest in the premises at the time of the termination of the tenancy is bound by this section.

Sec. 34.03.080. DISCLOSURE. (a) The landlord or

person authorized to enter into a rental agreement on his behalf shall disclose to the tenant in writing at or before the commencement of the tenancy the name and address of

(1) the person authorized to manage the premises;  
and

(2) an owner of the premises or a person authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.

(b) The information required to be furnished by this section shall be kept current and this section extends to and is enforceable against any successor landlord, owner or manager.

(c) A person who fails to comply with (a) of this section becomes an agent of each person who is a landlord for the purpose of

(1) service of process and receiving and receipting for notices and demands; and

(2) performing the obligations of the landlord under this chapter and under the rental agreement and expending or making available for the purpose all rent collected from the premises.

Sec. 34.03.090. LANDLORD TO SUPPLY POSSESSION OF THE DWELLING UNIT. At the commencement of the term the landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and sec. 100 of this chapter. The landlord may bring an action for possession against any person wrongfully in possession and may recover the damages provided in sec. 290 of this chapter.

Sec. 34.03.100. LANDLORD TO MAINTAIN FIT PREMISES.  
(a) The landlord shall

(1) make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;

(2) keep all common areas of the premises in a clean and safe condition;

(3) maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen and other facilities and appliances, including elevators, supplied or required to be supplied by him;

(4) provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal;

(5) supply running water and reasonable amounts of hot water and heat at all times, insofar as energy conditions permit, except where the building that includes the dwelling unit is so constructed that heat or hot water is

generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection; and

(6) if requested by the tenant, provide and maintain locks and furnish keys reasonably adequate to insure safety to the tenant's person and property.

(b) A landlord of a single family residence located in an undeveloped rural area or located where public sewer or water service has never been connected is not liable for a breach of (a)(3) or (5) of this section if the dwelling unit at the beginning of the rental agreement did not have running water, hot water, sewage or sanitary facilities from a private system.

(c) The landlord and tenant of a one- or two-family residence may agree in writing that the tenant perform the landlord's duties specified in (a)(4), (5) and (6) of this section. They may also agree in writing that the tenant perform specified repairs, maintenance tasks, alterations and remodeling. Agreements are allowed under this subsection only if the transaction is entered into in good faith and not for the purpose of evading the obligations of the landlord.

(d) The landlord and tenant of a dwelling unit other than a single family residence may agree that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only if

(1) the agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the landlord and is set out in a separate writing signed by the parties and supported by adequate consideration; and

(2) the agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.

(e) The landlord may not treat performance of a separate agreement described in (d) of this section as a condition to an obligation or performance of a rental agreement.

Sec. 34.03.110. LIMITATION OF LIABILITY. (a) Unless otherwise agreed, a landlord who conveys premises that include a dwelling unit subject to a rental agreement in a good faith sale to a bona fide purchaser is relieved of liability under the rental agreement and this chapter as to events occurring subsequent to written notice to the tenant of the conveyance. However, the landlord remains liable to the tenant for the property and money to which the tenant is entitled under sec. 70 of this chapter, unless the property and money are specifically assigned to and accepted by the purchaser.

(b) Unless otherwise agreed, a manager of premises that include a dwelling unit is relieved of liability under the rental agreement and this chapter as to events occurring after written notice to the tenant of the termination of his management.

ARTICLE 3. TENANT OBLIGATIONS.

Sec. 34.03.120. TENANT TO MAINTAIN DWELLING UNIT. The tenant shall

(1) keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit;

(2) dispose from his dwelling unit all ashes, rubbish, garbage, and other waste 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, ventilating, air-conditioning, kitchen and other facilities and appliances including elevators in the premises;

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

(6) conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not unreasonably disturb his neighbor's peaceful enjoyment of the premises.

Sec. 34.03.130. RULES AND REGULATIONS. (a) A landlord may adopt rules and regulations, which shall be posted prominently on the premises, concerning the tenant's use and occupancy of the premises. A rule or regulation is enforceable against the tenant only if

(1) its purpose is to promote the convenience, safety, health, or welfare of the tenants in the premises, preserve the landlord's property from abusive use, or make a fair distribution of services and facilities held out for the tenants generally;

(2) it is reasonably related to the purpose for which it is adopted;

(3) it applies to all tenants in the premises in a fair manner;

(4) it is sufficiently explicit in its prohibition, direction, or limitation of the tenant's conduct to fairly inform him of what he must or must not do to comply;

(5) it is not for the purpose of evading the obligations of the landlord; and

(6) the tenant has notice of it at the time he enters into the rental agreement.

(b) A rule or regulation adopted after the tenant enters into the rental agreement is enforceable against the tenant if reasonable notice of its adoption is given to the

tenant and it does not work a substantial modification of his rental agreement.

Sec. 34.03.140. ACCESS. (a) The tenant may not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

(b) The landlord may enter the dwelling unit without the consent of the tenant in the case of emergency.

(c) No landlord may abuse the right of access or use it to harass the tenant. Except in case of emergency or if it is impracticable to do so, the landlord shall give the tenant at least 24 hours notice of his intent to enter and may enter only at reasonable times and with the tenant's consent.

(d) The landlord has no other right to access except by court order, and as permitted by sec. 230(b) of this chapter, or if the tenant has abandoned or surrendered the premises.

Sec. 34.03.150. TENANT TO USE AND OCCUPY. Unless otherwise agreed, the tenant shall occupy his dwelling unit only as a dwelling unit. The rental agreement shall require that the tenant notify the landlord of an anticipated extended absence from the premises in excess of seven days; however, the notice shall be given as soon as reasonably possible after the tenant knows his absence will exceed seven days.

#### ARTICLE 4. TENANT REMEDIES.

Sec. 34.03.160. NONCOMPLIANCE BY THE LANDLORD: GENERAL. (a) Except as provided in this chapter, if there is a material noncompliance by the landlord with the rental agreement or a noncompliance with sec. 100 of this chapter materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and specifying that the rental agreement will terminate upon a date not less than 20 days after receipt of the notice if the breach is not remedied in 10 days, and the rental agreement shall terminate as provided in the notice subject to the provisions of this section. If the breach is remediable by repairs or the payment of damages or otherwise, and the landlord remedies the breach before the date specified in the notice, the rental agreement will not terminate. In the absence of due care by the landlord, if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six months, the tenant may terminate the rental agreement upon at least 10 days written notice specifying the breach and the date of termination of the rental agreement. The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of his family or other person on the premises with his consent.

(b) Except as provided in this chapter, the tenant may recover damages and obtain injunctive relief for any non-compliance by the landlord with the rental agreement or secs. 100, 210, or 280 of this chapter.

(c) The remedy provided in (b) of this section is in addition to a right of the tenant under (a) of this section.

(d) If the rental agreement is terminated, the landlord shall return all prepaid rent or security deposits recoverable by the tenant under sec. 70 of this chapter.

Sec. 34.03.170. FAILURE TO DELIVER POSSESSION. (a) If the landlord fails to deliver possession of the dwelling unit to the tenant as provided in sec. 90 of this chapter, rent abates until possession is delivered and the tenant may

(1) upon at least 10 days written notice to the landlord terminate the rental agreement and upon termination the landlord shall return all prepaid rent and security deposits; or

(2) demand performance of the rental agreement by the landlord and if the tenant elects, maintain an action for possession of the dwelling unit against the landlord and any person wrongfully in possession and recover the damages sustained by him.

(b) If a person's failure to deliver possession is wilful and not in good faith, an aggrieved tenant may recover from that person an amount not to exceed one and one-half times the actual damages.

Sec. 34.03.180. WRONGFUL FAILURE TO SUPPLY HEAT, WATER, HOT WATER OR ESSENTIAL SERVICES. (a) If, contrary to the rental agreement of sec. 100 of this chapter, the landlord deliberately or negligently fails to supply running water, hot water, heat, sanitary facilities or other essential services, the tenant may give written notice to the landlord specifying the breach and may immediately

(1) procure reasonable amounts of hot water, running water, heat, sanitary facilities and essential services during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the rent;

(2) recover damages based on the diminution in the fair rental value of the dwelling unit; or

(3) procure reasonable substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance and, in addition, may recover the amount by which the actual and reasonable cost exceeds rent.

(b) If the tenant proceeds under this section, he may not proceed under sec. 160 of this chapter as to that breach.

(c) Rights do not arise under this section until the tenant has given written notice to the landlord. Rights do not arise under this section if the condition was caused by

the deliberate or negligent act or omission of the tenant, a member of his family, or other person on the premises with his consent.

Sec. 34.03.190. LANDLORD'S NONCOMPLIANCE AS DEFENSE TO ACTION FOR POSSESSION OR RENT. (a) In an action for possession based upon nonpayment of the rent or in an action for rent when the tenant is in possession, the tenant may counterclaim for any amount which he may recover under the rental agreement or this chapter. If a counterclaim is made, the court shall determine whether the defense is supported by the evidence and, if so, may order that

(1) the periodic rent is to be reduced to reflect the diminution in value of the dwelling unit during the period of noncompliance;

(2) the action be continued for a reasonable time to enable the landlord to cure the violation;

(3) the tenant pay into court all or part of the rent accrued and thereafter accruing; if the violations have not been cured within six months, the court shall enter judgment for the defendant and either refund to the defendant all money deposited or use the money for the purpose of making the dwelling fit for human habitation; if the violations have been cured, the court shall determine the amount due to each party; the party to whom a net amount is owed shall be paid first from the money paid into the court, and the balance by the other party; if no rent remains due after application of this section, judgment shall be entered for the tenant in the action for possession;

(4) the tenant vacate the dwelling during the making of necessary repairs, when the repairs cannot be made without vacation of the premises, the tenant to be reinstated upon completion of the repairs.

(b) In an action for rent where the tenant is not in possession, the tenant may counterclaim as provided in (a) of this section but the tenant is not required to pay rent into court.

Sec. 34.03.200. FIRE OR CASUALTY DAMAGE. (a) If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that enjoyment of the dwelling unit is substantially impaired, the tenant shall

(1) immediately vacate the premises and notify the landlord of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

(2) if continued occupancy is lawful, vacate the part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

(b) If the rental agreement is terminated, the landlord shall return all prepaid rent and security deposits recoverable under sec. 70 of this chapter. Accounting for

rent in the event of termination or apportionment shall occur as of the date of the casualty.

Sec. 34.03.210. TENANT'S REMEDIES FOR LANDLORD'S UNLAWFUL OUSTER, EXCLUSION, OR DIMINUTION OF SERVICE. If the landlord unlawfully removes or excludes the tenant from the premises or wilfully diminishes services to the tenant by interrupting or causing the interruption of electric, gas, water, sanitary or other essential service to the tenant, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount not to exceed one and one-half times the actual damages. If the rental agreement is terminated, the landlord shall return all prepaid rent and security deposits recoverable by the tenant under sec. 70 of this chapter.

#### ARTICLE 5. LANDLORD REMEDIES.

Sec. 34.03.220. NONCOMPLIANCE WITH RENTAL AGREEMENT: FAILURE TO PAY RENT. (a) Except as provided in this chapter, if there is a material noncompliance by the tenant with the rental agreement or noncompliance with sec. 120 of this chapter materially affecting health and safety, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and specifying that the rental agreement will terminate upon a date not less than 20 days after receipt of the notice. If the breach is not remedied in 10 days, 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. In the absence of due care by the tenant, if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six months, the landlord may terminate the rental agreement upon at least 10 days written notice specifying the breach and the date of termination of the rental agreement.

(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 his 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.

(c) Except as provided in this chapter, the landlord may recover his actual damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or sec. 120 of this chapter.

Sec. 34.03.230. REMEDIES FOR ABSENCE, NONUSE AND ABANDONMENT. (a) When the rental agreement requires the tenant to give notice to the landlord of an anticipated extended absence in excess of seven days as required in sec. 150 of this chapter and the tenant wilfully fails to do so, the landlord may recover an amount not to exceed one and

one-half times the actual damages.

(b) During an absence of the tenant in excess of seven days, the landlord may enter the dwelling unit at times reasonably necessary as provided in sec. 140 of this chapter.

(c) If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent it at a fair rental value. If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement, the agreement is considered terminated on the date the new tenancy begins. The rental agreement is considered terminated by the landlord on the date the landlord has notice of the abandonment if the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental value or if the landlord accepts the abandonment as a surrender. If the tenancy is from month to month, or week to week, the term of the rental agreement for purposes of this section shall be considered a month or a week, as the case may be.

Sec. 34.03.240. WAIVER OF LANDLORD'S RIGHT TO TERMINATE. Acceptance of rent with knowledge of a default by the tenant or acceptance of performance by the tenant that varies from the terms of the rental agreement or rules or regulations subsequently adopted by the landlord constitutes a waiver of the right of the landlord to terminate the rental agreement for that breach, unless otherwise agreed after the breach has occurred.

Sec. 34.03.250. LANDLORD LIENS; DISTRAINT FOR RENT ABOLISHED. (a) A lien or security interest on behalf of the landlord in the tenant's household goods is not enforceable unless perfected before the effective date of this chapter.

(b) Distraint for rent is abolished.

Sec. 34.03.260. DISPOSITION OF ABANDONED PROPERTY. (a) Except as otherwise agreed, if, upon termination of a tenancy including but not limited to, a termination after expiration of a lease or by surrender or abandonment of the premises, a tenant has left personal property upon the premises, and the landlord reasonably believes that the tenant has abandoned this personal property, the landlord may

(1) notify the tenant of his demand that the property be removed within the dates set out in the notice (but not less than 15 days after delivery or mailing of the notice), and that if the property is not removed within the time specified, the property may be sold; if the property is not removed within the time specified in the notice, the landlord may sell the property at a public sale; the landlord may dispose of perishable commodities in any manner he considers fit;

(2) if the tenant has left personal property which is reasonably determined by the landlord to be valueless or of such little value that the cost of storing and conducting a public sale would probably exceed the amount that would be realized from the sale, the landlord may

notify the tenant that the property be removed within the date specified in the notice (but not less than 15 days after delivery or mailing of the notice), and that if the property is not removed within the time specified, the landlord intends to destroy or otherwise dispose of the property; if the property is not removed within the time specified in the notice, the landlord may destroy or otherwise dispose of the property; in his notice, the landlord shall indicate his election to sell certain items of the tenant's personal property at public sale and to destroy or otherwise dispose of the remainder.

(b) After notice as provided in (a) of this section, the landlord shall store all personal property of the tenant in a place of safekeeping and shall exercise reasonable care of the property, but is not responsible to the tenant for loss not caused by the landlord's deliberate or negligent act. The landlord may elect to store the property on the premises previously demised, in which event the storage cost may not exceed the fair rental value of the premises. If the tenant's property is removed to a commercial storage company, the storage cost shall include the actual charge for the storage and removal from the premises to the place of storage.

(c) After landlord's notice under (a) of this section, or otherwise, if the tenant makes timely response in writing of his intention to remove the personal property from the premises and does not do so within the time specified in the landlord's notice or within 15 days of the delivery or mailing of the tenant's written response (whichever is later), it shall be conclusively presumed that he has abandoned the property. If the tenant removes the property after notice, the landlord is entitled to the cost of storage for the period the property has remained in his safekeeping.

(d) The landlord may not be held to respond in damages in an action by a tenant claiming loss by reason of the landlord's election, destruction, or disposition of property, or sale. If, however, the landlord deliberately or negligently violates the provisions of this section, he is liable for actual damages and penal damages of an amount not to exceed actual damages.

(e) A public sale authorized under the provisions of this section shall be conducted under the provisions of AS 09.34.140. The landlord may dispose of any property upon which no bid is made at the public sale.

Sec. 34.03.270. REMEDY AFTER TERMINATION. If the rental agreement is terminated, the landlord may have a claim for possession and for rent and a separate claim for actual damages for breach of the rental agreement.

Sec. 34.03.280. RECOVERY OF POSSESSION LIMITED. A landlord may not recover or take possession of the dwelling unit by action or otherwise, including wilful diminution of services to the tenant by interrupting or causing the interruption of electricity, gas, water, sanitary or other essential services to the tenant, except in case of abandonment, surrender, circumstances beyond his control due to

energy conditions, or as permitted in this chapter.

ARTICLE 6. PERIODIC TENANCY: HOLDOVER: ABUSE OF ACCESS.

Sec. 34.03.290. PERIODIC TENANCY: HOLDOVER: HOLDOVER REMEDIES. (a) While rent is current, the landlord or the tenant may terminate a week to week tenancy by a 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 a written notice given to the other at least 30 days before the rental due date specified in the notice.

(c) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or after its termination, the landlord may bring an action for possession and if the tenant's holdover is wilful and not in good faith the landlord, in addition, may recover an amount not to exceed one and one-half times the actual damages. If the landlord consents to the tenant's continued occupancy, sec. 20 of this chapter applies.

Sec. 34.03.300. LANDLORD AND TENANT REMEDIES FOR ABUSE OF ACCESS. (a) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access, or terminate the rental agreement. In either case, the landlord may recover an amount not to exceed the actual damages or one month's periodic rent, whichever is greater. If the landlord terminates the rental agreement, he shall give written notice to the tenant at least 10 days before the date specified in the notice.

(b) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement. In either case, the tenant may recover an amount not to exceed the actual damages or one month's periodic rent, whichever is greater, court costs and reasonable attorney fees. If the tenant terminates the rental agreement, he shall give written notice to the landlord at least 10 days before the date specified in the notice.

ARTICLE 7. RETALIATORY ACTION.

Sec. 34.03.310. RETALIATORY CONDUCT PROHIBITED. (a) Except as provided in (c) and (d) of this section, a landlord may not retaliate by increasing rent or decreasing services or by bringing or threatening to bring an action for possession after the tenant has

(1) complained to the landlord of a violation of sec. 100 of this chapter;

(2) endeavored to avail himself of rights and remedies granted him under the provisions of this chapter;

(3) organized or become a member of a tenant's

union or similar organization; or

(4) complained to a governmental agency responsible for enforcement of governmental housing, wage, price or rent controls.

(b) If the landlord acts in violation of (a) of this section, the tenant is entitled to the remedies provided in sec. 210 of this chapter and has a defense in an action against him for possession.

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

(1) the tenant is in default in rent;

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

(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 his rental agreement;

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

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

(6) he 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) he 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.

(d) Notwithstanding (a) of this section the landlord may increase the rent if he

(1) has become liable for a substantial increase in property taxes, or a substantial increase in other maintenance or operating costs not associated with his complying with the complaint or request, not less than four months before the demand for an increase in rent; and the increase in rent bears a reasonable relationship to the net increase in taxes or costs;

(2) has completed a capital improvement of the dwelling unit or the property of which it is a part and the increase in rent does not exceed the amount which may be claimed for federal income tax purposes as a straight-line depreciation of the improvement, prorated among the dwelling units benefited by the improvement;

(3) can establish, by competent evidence, that

the rent now demanded of the tenant does not exceed the rent charged other tenants of similar dwelling units in his building or, in the case of a single-family residence or if there is no similar dwelling unit in the building, does not exceed the fair rental value of the dwelling unit.

(e) Maintenance of the action under (c) of this section does not release the landlord from liability under sec. 160(b) of this chapter.

ARTICLE 8. GENERAL PROVISIONS.

Sec. 34.03.320. OBLIGATION OF GOOD FAITH. Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performance or enforcement. The aggrieved party has a duty to mitigate damages.

Sec. 34.03.330. APPLICATION AND EXCLUSIONS. (a) This chapter applies to and determines rights, obligations and remedies under a rental agreement, wherever made, for a dwelling unit in this state.

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

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

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

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

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

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

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

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

Sec. 34.03.340. SERVICE OF PROCESS. If a landlord is not a resident of this state or is a corporation not authorized to do business in this state and engages in any conduct in this state governed by this chapter, or engages in a transaction subject to this chapter, he may designate an agent upon whom service of process may be made in this

state. The agent shall be a resident of this state or a corporation authorized to do business in this state. The agent shall be the same person designated under sec. 80 of this chapter. The designation shall be in writing and filed with the commissioner of commerce. If no designation is made and filed or if process cannot be served in this state upon the designated agent, process may be served upon the commissioner of commerce, but service upon him is not effective unless the plaintiff or petitioner immediately mails a copy of the process and pleadings by certified or registered mail to the defendant or respondent at his last ascertainable address. An affidavit of compliance with this section shall be filed with the clerk of the court having jurisdiction on or before the return day for the process, if any, or within any further time allowed by the court.

Sec. 34.03.350. ATTORNEY FEES. Attorney fees shall be allowed to the prevailing party in any proceeding arising out of this chapter or a rental agreement.

Sec. 34.03.360. DEFINITIONS. In this chapter

(1) "abandonment" means that the tenant has left the dwelling unit and his personal belongings in it and has been absent for a continuous period of seven days or longer without giving notice under sec. 150 of this chapter and has defaulted in the payment of rent;

(2) "building and housing codes" include any law, ordinance, or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance of a premise or dwelling unit;

(3) "dwelling unit" means a structure or a part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household, and includes mobile homes, and if located in a mobile home park, the lot or space upon which a mobile home is placed;

(4) "fair rental value" means the average rental rate in the community for available dwelling units of similar size and features;

(5) "good faith" means honesty in fact in the conduct of the transaction concerned;

(6) "landlord" means the owner, lessor, or sublessor of the dwelling unit or the building of which it is a part, and it also means a manager of the premises who fails to disclose as required by sec. 80 of this chapter;

(7) "organization" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal entity;

(8) "owner" means one or more persons, jointly or severally, in whom is vested all or part of the legal title to property or all or part of the beneficial ownership of property and a right to present use of the premises; and the

term includes a mortgagee in possession;

(9) "person" includes an individual or organization;

(10) "premises" means a dwelling unit and the structure of which it is a part and facilities and appurtenances in it and grounds, areas and facilities held out for the use of tenants generally or whose use is promised to the tenant;

(11) "prepaid rent" means that amount of money demanded by the landlord at the initiation of the tenancy for the purpose of ensuring that rent will be paid, but does not include the first month's rent or money received as security for damage;

(12) "rent" means the uniform periodic payment due the landlord, however denominated;

(13) "rental agreement" means all agreements, written or oral, and valid rules and regulations adopted under sec. 130 of this chapter embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises;

(14) "sanitary facility" means a flush toilet and proper drainage for all toilets, sinks, basins, bathtubs and showers;

(15) "single family residence" means a structure maintained and used as a single dwelling unit;

(16) "tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others;

(17) "undeveloped rural area" means an area where public sewer or water services are not available;

(18) "wear resulting from ordinary use" means deterioration of the premises which is the result of the tenant's normal nonabusive living and includes but is not limited to deterioration caused by the landlord's failure to prepare for expected conditions or by the landlord's failure to comply with his obligations.

Sec. 34.03.370. APPLICABILITY. After the effective date of this Act, this Act shall apply to any rental agreement, lease, or tenancy entered into, extended, or renewed by the payment of rent on or subsequent to that effective date.

Sec. 34.03.380. SHORT TITLE. This chapter may be cited as the "Uniform Residential Landlord and Tenant Act".

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

Sec. 09.45.496. ACTIONS AGAINST RESIDENTIAL AND AGRICULTURAL TENANTS. (a) In an action for possession under the Uniform Residential Landlord and Tenant Act (AS 34.03),

the summons and complaint shall be served under the provisions of Rule No. 85 (Rules of Civil Procedure). No continuance may be granted plaintiff or defendant except for good cause shown.

(b) A tenant whose lease or occupancy is for agricultural purposes and who breaches the rental agreement, or continues in possession of the premises at the expiration of the time limited in or contrary to a condition or covenant in the lease or agreement under which he holds, shall be provided with a written notice specifying the breach and demanding he quit the premises at least 30 days before commencement of an action for the recovery of the property. The tenant shall have free access to the premises to cultivate and harvest crops or produce planted by him before the service of the notice of the breach and demand to quit the premises.

\* Sec. 3. AS 09.45.630 is amended to read:

Sec. 09.45.630. ACTIONS FOR RECOVERY OF REAL PROPERTY. A person who has a legal estate in real property and has a present right to the possession of the property may bring an action to recover the possession of the property with damages for withholding it; however, recovery of possession from a tenant shall be made under AS 09.45.060 et seq.

\* Sec. 4. The following laws are repealed: AS 09.45.080; AS 34.05.010 and 34.05.020.

\* Sec. 5. AS 11.20 is amended by adding a new section to read:

Sec. 11.20.575. MALICIOUS DESTRUCTION OF PROPERTY BY A TENANT. A tenant who maliciously or wantonly breaks the glass in or defaces a building in which he is a tenant, or wilfully destroys or injures personal property belonging to the landlord, upon conviction is guilty of a misdemeanor and is punishable by imprisonment for not more than one year, or by a fine of not more than \$500, or by both. The tenant may also be ordered by the court to make restitution to the landlord.

\* Sec. 6. This Act takes effect on the day after its passage and approval or on the day it becomes law without approval.