
Alaska Landlord and Tenant Act

NOTICE:

This publication includes a summary of landlord and tenant rights and obligations under Alaska law, provided by the Alaska Department of Community and Economic Development, Division of Occupational Licensing, Real Estate Commission. Their publication was last updated December 2004. Visit their website at www.dced.state.ak.us/occ/pub/landlord.pdf to update this printed information. In accordance with Alaska Statute (AS) 44.23.020 (b)(8), information in their publication has been approved by the Alaska Department of Law.

The Alaska laws governing landlord and tenant rights and obligations reproduced here are from the 2008 Alaska Statutes. Laws are subject to revision by the legislature. It is your responsibility to check for any amendments to the Alaska Statutes by visiting the Alaska Legislature website at www.legis.state.ak.us/folhome.htm, contacting your nearest Legislative Information Office, or going to your local public or law library.

The Alaska Court System offers an electronic version of its Eviction booklet, CIV-720 on its website at www.state.ak.us/courts/forms.htm. CIV-720 describes procedures for evictions from residential property. CIV-720 is also available at all Alaska Court System locations.

The Alaska Court System encourages you to read and familiarize yourself with the Alaska Uniform Residential Landlord and Tenant Act (Alaska Statute 34.03.010 - AS 34.03.360) before taking any action affecting your or another person's rights.

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The Landlord and Tenant Act: what it means to you

When a landlord and tenant get along well, things are better all around. Dealing with unhappy tenants is a lot of trouble for a landlord, and few tenants want the inconvenience and expense of moving simply because they cannot get along with their landlords. Yet, landlords and tenants frequently have problems. Sometimes, landlords do not make repairs or unfairly keep back security deposits. Sometimes, tenants damage property or refuse to pay the rent. This booklet briefly explains your responsibilities as a landlord or a tenant under the Uniform Residential Landlord and Tenant Act (AS 34.03.010 et seq., the “Landlord and Tenant Act”). It explains what a tenant needs to know when he or she is:

- *Moving in:* pages 4
- *Living there:* pages 11
- *Moving out:* pages 20

Sample forms, such as notices to quit, etc., begin on page 33.

The Landlord and Tenant Act covers rental of a residence, such as an apartment, a mobile home, or a house. It does not apply to rooming houses, hotels or motels, temporary housing at a shelter or supportive housing program, or any type of commercial property.¹

Tenants who receive a government housing subsidy or live in a government housing project may have rights in addition to those provided by state law. This pamphlet does not cover those issues.

Such tenants should check their lease agreements and may also wish to consult with the Alaska Housing Finance Corporation or an attorney for specific advice.

Definitions

Several important terms are used in this booklet. This is what some of them mean:

- **Dwelling unit, property or premises:** the place that is rented, which could be a house, apartment, condo, mobile home, or mobile home park space.
- **Landlord:** the property owner or his agent, which could include either a licensed property manager or a resident manager.
- **Property Manager:** an individual licensed to practice real estate in Alaska who works on behalf of the property owner to rent, manage and safeguard a property.
- **Resident Manager:** an individual who resides on the property and manages it on behalf of the property owner or the licensed property manager.
- **Tenant:** any of the people who rent the dwelling.
- **Damages:** money claimed by, or ordered to be paid to, a person as compensation for loss or injury. It may mean the amount claimed by the landlord from the tenant’s security deposit based on the damages the landlord has incurred by reason of the tenant’s failure to comply with the obligations imposed under the Landlord and Tenant Act. Or it may mean the monetary compensation that a person wins in a lawsuit, such as the value of lost rent or the cost of repairing property damage (to a landlord), or the value of housing or utility services not provided (to a tenant).
- **Security Deposit:** payment to a landlord or property manager by a tenant to ensure that the tenant will pay the rent due and will maintain the property and will not damage it. Security deposits are held in trust by the owner or manager until the tenant moves out, and are then returned or applied to pay for damages and/or delinquent rent with an accounting to the tenant.
- **Rental Agreement:** means all agreements, written or oral, and valid rules and regulations adopted by the landlord, making up the terms and conditions for the use of the dwelling unit.
- **Lease:** a contract which conveys the right to use and occupy property for a certain specified period of time in exchange for consideration, usually rent. Precise legal definition of many of the terms used in the Landlord and Tenant Act may be found at AS 34.03.360.

¹ AS 34.03.330.

MOVING IN

Get a written agreement:

Before a tenant moves in, the landlord and tenant must come to an agreement. It may be verbal or written, but written is best. Without written proof, even two honest people can later disagree on what was actually said. The written agreement may be called a “*Rental Agreement*,” a “*Tenant Agreement*,” or “*Lease*.”

The agreement should include:

- the name and address of the person authorized to manage the premises,
- the name and address of an owner of the premises, or a person authorized to act as an agent of the owner, for the purpose of service of process and receiving notices and demands from the tenant or the owner’s agent and,
- the name and address of the tenant(s),²
- how many tenants and pets are to occupy the unit,
- who holds the deposit,
- reasons the deposit or a portion of it may be retained by the landlord,
- the amount to be paid for rent and deposits,
- when, where, and how the rent is to be paid,
- when the rent is considered delinquent, and what the
- penalty will be for late payment,
- whether this is a month-to-month tenancy or a lease with a definite contract period,
- who pays for utilities and what services are provided,
- a list of prohibited equipment (snowmobiles, musical equipment, motorcycles, etc.),
- a list of landlord and tenant repair and maintenance duties and who pays for them,
- rules on subleasing or assignment of the property,
- a premises condition statement and contents inventory,
- disclosure of lead-based paint as applicable for units built prior to 1978 (as required by the federal Environmental Protection Act), and
- any additional rules, covenants and regulations in place.

² AS 34.03.080(a).

Late charges

The Landlord and Tenant Act does not state whether landlords may assess late charges when the rent is late or NSF fees when a check is returned for insufficient funds. It may be all right for the rental agreement to specify a small flat-rate late charge or NSF fee that reasonably approximates the landlord's actual costs caused by the tenant's failure to pay rent on time or writing a bad check. It may also be all right for the rental agreement to specify a reasonable percentage-per-day late charge. Such a charge is limited by the state usury law to an annual interest rate of a maximum of five percentage points above the Federal Reserve discount rate, or if no precise rate is specified, 10.5%.³ Remember, no automatic late charge or NSF fee is legally enforceable, unless it has been agreed upon beforehand.

Resolving disputes

A landlord and tenant can agree to mediation or binding arbitration to resolve disputes between them. If both parties want to mediate or arbitrate disputes, they should include in the rental agreement (or in an addendum to it) specific details of the types of disputes to be resolved in this way and the procedures to be followed.⁴

Understanding the agreement

Rental agreements are normally prepared by the landlord or the landlord's agent. It is very important that tenants make sure they understand all the terms of the agreement. Tenants should ask for an explanation of any section they do not understand, *before* signing the agreement.

What to watch out for:

Rental agreements **cannot**:

- require the tenant or the landlord to waive any legal rights under the Act,⁵
- permit the landlord to get an "automatic" court judgment against the tenant (called a "confession of judgment"),⁶
- require the tenant to agree to pay the landlord's attorney fees,⁷
- limit the liability of landlords or tenants when either has failed to meet their responsibilities,⁸
- make the tenant liable for rent even if the landlord fails to maintain the premises as required by law,⁹ or
- allow the landlord to take the tenant's personal belongings.¹⁰

³ AS 45.45.010.

⁴ AS 34.03.345.

⁵ AS 34.03.040(a)(1).

⁶ AS 34.03.040(a)(2).

⁷ AS 34.03.040(a)(4).

⁸ AS 34.03.040(a)(3).

⁹ AS 34.03.050; AS 34.03.100(a).

¹⁰ AS 34.03.250.

Standard form agreements

Some standard form rental agreements have been written to conform to the laws of other states, or are based on older versions of Alaska law. These forms may need to be changed before signing them. In addition to the legal provisions already listed, any of the following statements should be removed from the agreement before signing it:

- agreement to let the landlord come into the dwelling whenever he or she wants,
- agreement to immediate eviction for nonpayment of rent,
- agreement that the tenant will make all repairs,
- release of the landlord from liability for accidents due to his or her neglect,
- giving up of the tenant's right to the return of the deposit, or
- grant of a power of attorney to the landlord by the tenant, or to the tenant by the landlord.

Illegal provisions in the contract

To remove illegal wording, draw a line in ink through any provision that is not legally binding. Both the landlord and tenant should initial the agreement next to each item that has been removed.

Illegal provisions in an agreement are not enforceable against the tenant, even if both parties sign.

Special rules for mobile home rentals

Absent very specific exceptions, agreements between mobile home park operators and mobile home park tenants may **not**:

- prohibit the tenant from selling his or her mobile home,
- require the mobile home tenant to provide permanent improvements to park property,
- require a fee to let the tenant sell or transfer the mobile home, or
- require a fee to let the tenant set up or move a mobile home into or out of the park.¹¹

Mobile home park operators must give tenants a list of all capital improvements that will be required (such as skirting, utility hook-ups, and tie downs) before the tenant moves into the park.¹² Park operators may specify the type of equipment required, but cannot require that it be purchased from a particular supplier or company.¹³

Unsigned or undelivered agreements

Once the agreement has been carefully reviewed, both parties should sign it. The landlord must give the tenant a copy.

If the landlord and the tenant agree to a rental agreement, and the landlord signs and delivers the agreement to the tenant but the tenant doesn't sign it, the legal provisions of the agreement are nonetheless binding if the tenant moves in and begins paying rent. Likewise, if the tenant signs and delivers the agreement to the landlord but the landlord doesn't sign it, the rental agreement is binding if the landlord accepts payment of rent without reservation from the tenant.¹⁴

¹¹ AS 34.03.040(c).

¹² AS 34.03.080(d).

¹³ AS 34.03.130(c).

¹⁴ AS 34.03.030(a) and (b).

What is a lease?

A lease is a rental agreement that specifies how long the tenant will stay in the property. If there is a lease, the landlord cannot raise the rent or evict the tenant during the period of the lease, unless the tenant breaks the terms of the lease or the lease agreement provides for the increases.

If the tenant decides to move during the term of the lease, the tenant is usually still responsible for the rent for the rest of the lease period, unless the dwelling can be subleased or re-rented earlier. See sections on Moving Prior to End of a Lease and Subleasing, pgs. 18-19.

There may be times, however, when the tenant may quit the lease and not be responsible for the rent for the remainder of the lease. See section on Tenant Remedies, pgs. 13-14.

What is a security deposit?

Many landlords demand a security deposit before a tenant moves in. This deposit protects the landlord from financial loss if the tenant fails to pay the rent, causes damage to the property, or does not clean up properly when he leaves.

Except for units renting for more than \$2,000 per month, security deposits and prepaid rents may not total more than two months' rent.¹⁵

Sometimes a landlord asks for a nonrefundable application fee to place a prospective tenant on a waiting list for an apartment. If an application fee covers the landlord's actual, reasonable costs for services performed (such as checking the applicant's credit history), it is probably lawful.

However, it is NOT lawful to charge a fee that becomes the security deposit if the tenant moves in, but is forfeited if the tenant decides not to take the unit. At most, such a tenant would be responsible for rent during the time it takes the landlord to find a replacement tenant, and for the actual costs (such as newspaper ads) of finding one.

Where are deposits kept?

Deposits and prepaid rent must be deposited by the landlord or the property manager in a trust account in a bank or savings and loan association, or with a licensed escrow agent.¹⁶ (Exceptions could be made in rural Alaska, if there is no bank in town and it would be impractical to bank the money). A trust account can be any separate savings or checking account labeled "trust account" and used only for deposits and prepaid rents. A receipt should be written whenever the tenant pays a deposit or prepays rent.

Landlords are required to provide tenants with the terms and conditions under which prepaid rents or deposits (or any portion of those monies) might be withheld by the landlord.

Can deposits earn interest?

The landlord/tenant law does not require that the trust account earn interest, but if the tenant's deposit does earn interest, the tenant is entitled to the interest under general trust law principles, unless both parties have agreed otherwise. It is a good idea to specify in the rental agreement whether the deposit will earn interest, and if so, who gets the interest.

If the property is managed by a licensed property manager, the interest on the tenant's money in the trust account *must* go to the tenant, under the terms of the real estate license law, unless the tenant agrees in writing that the interest may go to the property owner. The property manager may *not* keep the interest.

¹⁵ AS 34.03.070(a).

¹⁶ AS 34.03.070(c).

When there's a new owner. . .

When rental housing is sold, a new owner is responsible for refunding any security deposits and prepaid rents that may be owed to the tenants who move out after the ownership is transferred.¹⁷ Therefore, a buyer of rental property should make sure that the previous owner transfers all deposits and prepaid rents along with the property. If the previous owner makes a proper transfer of these funds and notifies the tenants of the sale of the dwelling unit, he is relieved of further responsibility. If not, the previous owner will still be responsible to the tenants for deposits and prepaid rents, even though the new owner is **also** responsible.¹⁸

When the property is sold at a foreclosure sale because the landlord has defaulted on his mortgage payments, the buyer (usually the lender) often treats the tenancy as terminated, and tries to disclaim responsibility for the tenant's security deposit. Unless the landlord/seller has given the security deposits to the new owner, the landlord/seller remains liable for the security deposits.¹⁹ The issue of whether the buyer in a foreclosure sale is responsible for the tenants' security deposits has not yet been decided by the courts.

Get a written inspection report

An inspection report describes the condition of the property when the tenant moves in. It generally has two parts:

- a "premises condition statement" describing the condition of the unit, and
- a "contents inventory" itemizing any furnishings and describing their condition.

The inspection report is not required by law, but if a landlord or tenant requests it, one should be prepared.²⁰

Many landlords and tenants find that an inspection report helps to protect their interests. Tenants, for example, can use it to prove that they were not responsible for damages that existed before they moved in. Landlords can also use it to establish when damage occurred.

To complete the inspection report, the landlord and the tenant should go through the premises together, writing down any damages, such as scratches or burns.

Both should sign and date the report, and attach a copy to the rental agreement. The landlord can require that the tenant sign the report as a condition of renting the property. Before requiring the tenant's signature on an inspection report, however, the landlord must advise the tenant that the signed report can later be used by the landlord to determine whether or not to refund any deposits and to compute the recovery of other damages to which the parties may be entitled.²¹

The landlord and tenant should then make another list showing which damages the landlord has agreed to repair or change, and the date that the work should be completed. A common time limit is ten days.

The list should be signed and dated by the landlord before the tenant moves in, then signed and dated by the tenant when the work has been completed. Again, everyone should keep a copy.

If a landlord refuses to make an inspection report, it is a good time to consider looking for another landlord. Finding another place to live *before* a conflict arises is much easier than trying to settle disagreements over money and damages when the tenancy ends.

¹⁷ AS 34.03.070(f).

¹⁸ AS 34.03.110(a).

¹⁹ See *In re Wise*, 120 B.R. 537 (Bkrctcy.D Alaska 1990).

²⁰ AS 34.03.020(e).

²¹ AS 34.03.090 (b) and AS 34.03.335.

Living by the landlord's rules

Nearly every landlord has rules that tenants must live by.

The law requires that the landlord show the tenant the rules and regulations before the tenant enters into the rental agreement, and that a copy of the rules be prominently posted on the premises where it can be seen by everyone living there.²² These rules should include homeowner association or community association rules or covenants.

Tenants should read the rules carefully, and if they believe that they cannot live by the landlord's rules, they should not rent the unit.

The rules must be reasonable, must apply to all tenants equally, and must be clearly defined.

Enforcing the rules

The landlord's rules may be enforced *only* if their purpose is to:

- promote the convenience, safety, health or welfare of the tenants,
- preserve the landlord's property from abuse, or
- make a fair distribution of services and facilities.

The landlord cannot make rules that allow him to avoid his obligations. Once the tenant has seen the rules and moved in, the tenant has agreed to abide by those rules. Failure to do so could mean an eviction. (See section on *Moving out*.)

Changing the rules

If the tenant has a lease, the rules may *not* be changed during the term of the lease, if the changes would substantially modify the lease agreement. For example, the landlord cannot decide during the term of a lease that he will no longer allow pets on the premises.

If the tenancy is month-to-month, the landlord may make such changes, but only after giving the tenant written notice at least 30 days before the rental due date when the rule changes will take effect. Tenants who do not wish to accept the rule changes may give a 30-day written notice before the rental due date and move out.

If circumstances change

Once the tenant and the landlord make a rental agreement, the tenant may NOT have the right to get back full deposits or prepaid rent if he or she decides not to move in.

In a month-to-month tenancy, the tenant is responsible for as much as one month's rent, or prorated rent on a day-to-day basis until someone else rents the unit, whichever is less. The landlord must make a reasonable effort to re-rent the unit as soon as possible, at a fair rental price.²³

If the tenant refuses to move in because the landlord misrepresented the condition of the unit, the tenant may owe nothing, and may be entitled to a full refund of the deposit and prepaid rent.

If the premises are not ready on the first day of the rental term per the rental agreement or the landlord refuses to allow the tenants to move in, the tenants may cancel the agreement, or they may ask a court to order the landlord to live up to the agreement.²⁴

²² AS 34.03.130(a).

²³ AS 34.03.230(c).

²⁴ AS 34.03.170(a).

Tenants may also sue the landlord and any person wrongfully living there for damages. If the landlord's refusal to allow the tenants to move in is willful and in bad faith, the tenants may sue for 1-1/2 times the actual damages.²⁵

When is discrimination illegal?

It is illegal under both state and federal law for landlords to refuse to rent to someone because of sex, race, religion, national origin, color, physical or mental disability, or pregnancy. Under state law it is also illegal to refuse to rent to someone because of marital status or change in marital status.²⁶ A landlord may not even make an inquiry regarding the tenant's status in any of these areas.²⁷

It is a violation of federal law to refuse to rent on the basis of a disabling disease which is not readily communicable, such as cancer or AIDS, or because a tenant has children. Federal fair housing laws may not apply to single family homes or two-, three- or four-family structures where the owner occupies one unit. State laws, however, apply to *all* residential rental units.

In the Municipality of Anchorage, it is illegal to refuse to rent to someone because of age.²⁸ Other communities may have similar specific ordinances. Check with your local Equal Rights Commission regarding local requirements.

Each landlord may choose whether he or she wishes to rent to smokers. Neither state nor federal law makes smokers a protected class.

It is unlikely that a landlord will openly refuse to rent to someone for an illegal reason. Frequently, a tenant may suspect there is an illegal reason behind some seemingly legal landlord practices.

These are some indications that a landlord may be practicing discrimination:

- the apartment the tenant called about is suddenly "already taken" when the landlord sees the tenant,
- a unit the landlord said was rented remains vacant,
- the rent or deposit quoted is much higher than the advertised or charged for similar units,
- rules are different for one tenant than for others in the same apartment building,
- a real estate broker or agent does *not* refer a tenant to a rental listing that fits his needs, or
- an advertisement indicates a preference for a certain race, color, religion, sex, age, marital status or national origin.

For more help in illegal discrimination matters, contact the **Equal Rights Commission** in your community, or:

Alaska State Commission for Human Rights

800 A Street, Suite 204

Anchorage, AK 99501-3669

Phone: (907) 274-4692 / Fax: (907) 278-8588

Complaint Hot Line: (800) 478-4692 (toll free) / TTY/TDD: (800) 478-3177 (toll free)

Web site: www.gov.state.ak.us/aschr/aschr.htm

²⁵ AS 34.03.170(b).

²⁶ AS 18.80.200; AS 18.20.240; Foreman v. Anchorage Equal Rights Commission, 779 P.2d 1199 (Alaska 1989); Swanner v. Anchorage Equal Rights Commission, 874 P.2d 274 (Alaska 1994).

²⁷ AS 18.80.240(3).

²⁸ A.M.C. 05.20.020.

Anchorage Equal Rights Commission

632 W. 6th Avenue, Suite 110
Anchorage, AK 99501
Phone: (907) 343-4340
TTY/TDD: (907) 343-4894
Fax: (907) 343-4395
Web site: www.muni.org/aerc/index.cfm

U. S. Department of Housing and Urban Development

949 E. 36th Avenue, Suite 400
Anchorage, AK 99508-4399
Phone: (907) 271- 4663
Web site: www.hud.gov/complaints/index.cfm

LIVING IN A RENTAL PROPERTY

The landlord's responsibilities

The law requires that the landlord or his agent must:

- give the tenant a copy of any written rental agreement;
- abide by the lawful terms of the agreement;
- keep the tenant informed of any change in the landlord's or his agent's address;
- make sure the premises are ready for the tenant when the rental agreement takes effect;
- ensure that the tenant's enjoyment of the premises is not disturbed;
- maintain a fit premises (see next section titled "Property Maintenance");
- give adequate notice of a rent increase;
- give the required notice before demanding that a tenant move out; and
- return the tenant's security deposit and/or prepaid rent when the tenant moves out and/or give a complete written accounting of money held for accrued rent, damages and the cost of repair within the time limit required by law.

When the rental is a house or a duplex, the landlord and tenant may agree **in writing** that the tenant will be responsible for the heat and hot water, garbage cans and trash removal, locks and keys, and/or smoke detectors.

If it is done in good faith, the landlord and tenant may also agree in a separate writing that the tenant will do specific repairs, remodeling or maintenance instead of paying rent.

In rental units where the rent exceeds \$2,000 per month, the landlord and tenant may also agree that the tenant will maintain in good and safe working order all electrical, plumbing, heating, kitchen and other facilities and appliances normally maintained by the landlord (however, the tenant may not agree to maintain elevators.)²⁹

The landlord cannot force the tenant to agree to these arrangements to get out of his responsibility as a landlord. This sort of agreement may not be made if it will reduce or endanger the services to other tenants.

²⁹ AS 34.03.100(c).

Property Maintenance

The Landlord and Tenant Act provides that the landlord must:³⁰

- (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;³¹
- (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 the landlord;
- (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;
- (6) if requested by the tenant, provide and maintain locks and furnish keys reasonably adequate to ensure safety to the tenant's person and property; and
- (7) provide smoke detection devices as required under AS 18.70.095.

Examples of typical property maintenance duties which may fall under these statutory provisions include the landlord's duty to maintain:

- doors, windows, roof, floors, walls and ceilings, ensuring that they do not leak or have holes;
- plumbing that works, does not leak, and provides hot and cold water at reasonable water pressure;
- a working, safe stove and oven;
- a reliable heating system which provides adequate heat to all rooms;
- a safe electrical wiring system (with no loose or exposed wires, sockets that do not spark and adequate circuit breakers);
- windows or fans that provide fresh air;
- enough garbage cans or dumpsters to provide an adequate and safe trash removal service;
- extermination service if roaches, rats, mice or other pests infest the building, apartment or property;
- proper maintenance of any vacuum cleaners, washing machines, dishwashers, etc., supplied by the landlord (when not abused or broken by the tenant); and
- properly working smoke detectors.³²

³⁰ AS 34.03.100(a).

³¹ Including the removal of snow and ice from common areas. Coburn v. Burton, 790 P.2d 1355 (Alaska 1990).

³² AS 18.70.095.

Tenant remedies

If the landlord does not meet his or her responsibilities, the law provides remedies for the tenant. The type of remedies available depends on the type of noncompliance by the landlord.

Remedies for Landlord's noncompliance in general

1) *The tenant may move.*³³ If there is material noncompliance by the landlord with the rental agreement or a noncompliance with the Landlord and Tenant Act which materially affect health and safety the tenant may move. The tenant must first give the landlord **written notice** describing the problem and stating that if the problem is not fixed in 10 days from receipt of the notice, the tenant will move in 20 days. If the problem is fixed within 10 days the tenancy does not terminate. If the tenant still wants to move, a regular 30-day notice is required (in a month-to-month tenancy).

If the tenant notified the landlord in writing of a problem and the landlord fixed it within the time allowed, but the landlord allows substantially the same problem to occur again within six months, the tenant may terminate the agreement with a ten-day written notice without allowing the landlord an opportunity to fix the problem. The notice must specify the problem and the date of termination of the tenancy.

If the rental agreement is terminated, the landlord must return all prepaid rent or security deposits recoverable by the tenant. Tenants may not terminate a rental agreement for problems they themselves have caused.

2) *The tenant may obtain damages or injunctive relief.*³⁴ A tenant may sue in court for damages or obtain injunctive relief for any noncompliance by the with the rental agreement or for certain violations of the Landlord and Tenant Act. If the total amount at landlord issue is less than \$7,500 the tenant may sue for damages in small claims court. For larger claims, or requests for injunctive relief, the tenant should see an attorney.

Remedies for Landlord's failure to supply essential services

If the landlord deliberately or negligently fails to supply an **essential** service (such as heat, water, sewer, electricity or plumbing), the tenant has several other alternative remedies. Prior to taking one of the remedies a tenant must give the landlord a written notice stating the problem and the remedy the tenant plans to take.

1) *The tenant may make repairs and deduct the cost from rent.* Once written notice is given to the landlord stating that the tenant plans to do so the tenant may get the problem fixed and deduct the actual and reasonable expenses from the next month's rent.³⁵ (If the repair is very expensive, it is a good idea to consult with an attorney before taking this step.) The tenant should retain receipts for all costs, and submit them to the landlord for rent credit.

2) *The tenant may procure reasonable substitute housing.* The tenant can give the landlord written notice that he or she is moving into reasonable substitute housing. The tenant is then excused from paying rent until the problem is cured.

If the tenant has to pay more than his or her regular rent to secure housing during this time, the tenant can charge the landlord for the difference.³⁶

3) *The tenant may obtain damages.* In some cases, when the problem is really serious, it may reduce the value of the dwelling. If this happens, the tenant may sue, or in an action by the landlord for possession or rent, the tenant may counterclaim, to recover damages against the landlord based on the diminution in the fair rental value of the dwelling.³⁷

³³ AS 34.03.160(a).

³⁴ AS 34.03.160(b).

³⁵ AS 34.03.180(a)(1).

³⁶ AS 34.03.180(a)(3).

³⁷ AS 34.03.180(a)(2), AS 34.03.190; Zeller v. Poor, 577 P.2d 695 (Alaska 1978).

Housing codes

The primary purpose of housing codes is to protect the health and safety of the people who live in houses and apartments.

A minimum standard of maintenance is set, making the landlord (not the tenant) responsible for keeping rental property in decent shape. (See: "Landlord Duties.")

The law protects tenants who exercise their rights to report code violations. If they call to complain and ask for an inspection, the landlord cannot take revenge by harassing them (i.e. threatening eviction).³⁸

Alaska has a statewide fire code, but does not have a statewide housing code. Many communities do have local codes.

If you live in one of these communities, you may report substandard conditions by calling the numbers listed here:

Anchorage	343-4200	North Slope Borough	852-2611
Bethel	543-3215	Palmer	745-0930
Cordova	424-6200	Petersburg	772-4519
Fairbanks	459-6720	Seldovia	234-7643
Juneau	586-5230	Seward	224-3331
Kenai	283-7535 ext. 236	Sitka	747-1837
Kodiak	486-8070	Soldotna	262-9107
Nenana	832-5441	Valdez	835-4313
Nome	443-6663	Wrangell	874-3904
North Pole	488-2281		

³⁸ AS 34.03.310.

Tenant responsibilities

The Landlord and Tenant Act provides that the tenant:³⁹

- (1) shall keep that part of the premises occupied and used by the tenant as clean and safe as the condition of the premises permit;
- (2) shall dispose of all ashes, rubbish, garbage, and other waste from the dwelling unit in a clean and safe manner;
- (3) shall keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- (4) shall 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) may not deliberately or negligently destroy, deface, damage, impair, or remove a part of the premises or knowingly permit any person to do so;
- (6) may 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;
- (7) shall maintain smoke detection devices as required under AS 18.70.095;
- (8) may not, except in an emergency when the landlord cannot be contacted after reasonable effort to do so, change the locks on doors of the premises without first securing the written agreement of the landlord and, immediately after changing the locks, providing the landlord a set of keys to all doors for which locks have been changed; in an emergency, the tenant may change the locks and shall, within five days, provide the landlord a set of keys to all doors for which locks have been changed and written notice of the change; and
- (9) may not unreasonably engage in conduct, or permit others on the premises to engage in conduct, that results in the imposition of a fee under a municipal ordinance adopted under AS 29.35.125.

To comply with the Landlord and Tenant Act and the rental agreement a tenant should:

- abide by the lawful terms of the rental agreement and the reasonable rules established by the landlord;
- pay the rent on time;⁴⁰
- be considerate of other tenants;
- keep the premises clean and safe;
- remove snow and ice from leased premises (this does not include the common areas);⁴¹
- dispose of garbage and other waste in a clean and safe manner;
- prevent damage to the premises;
- replace or repair anything destroyed or damaged by accident or carelessness on the part of the tenant or the tenant's guests;
- make sure the unit's smoke detectors are working by testing them periodically and changing the batteries as needed;⁴²
- give adequate notice before moving;
- move out when the rental agreement ends; and
- clear the premises of possessions when moving out.

³⁹ AS 34.03.120(a).

⁴⁰ AS 34.03.020(c).

⁴¹ *Coburn v. Burton*, 790 P.2d 1355, 1357-58 (Alaska 1990).

⁴² AS 18.70.095(b)(2).

The tenant must pay the rent each month as it becomes due. The landlord is not required to ask the tenant each month for the rent.⁴³

If a different place for payment is not agreed upon when the tenant moves in, it is assumed that the rent will be collected at the dwelling unit.⁴⁴

If the tenant rents monthly, the rent is due every month on the day of the month that the tenancy began, unless otherwise agreed.⁴⁵ Thus, if the tenant moves in on the 8th, the rent is due on or before the 8th of every month, unless both parties agree to another rental due date, which is typically the 1st of the month.

Landlord remedies

If tenants do not meet their responsibilities, the landlord can terminate the rental agreement by **written notice** and require that the tenants move. The written notice must be specific about the problem in question. (See: Eviction.)

If the tenants are notified of a problem and remedy the problem within the time allowed, but the problem occurs again within six months, the landlord may terminate the rental agreement using a three- or five-day written notice, depending on the type of problem. If this occurs the landlord does not need to give the tenant an opportunity to fix the problem. The notice must specify the problem and the date of termination (see page 36 for specific notice requirements).⁴⁶

A lawsuit to evict a tenant is called a “Forcible Entry and Detainer Action”, or “FED”. A landlord who evicts a tenant may contact an attorney for representation, or landlords who are owners may elect to represent themselves.

If the landlord who is an owner chooses to represent him or herself, it is a good idea to contact the Alaska Court System for its booklet called “Eviction” (form number CIV-720). This booklet describes in detail the procedure for evictions from residential property for failure to pay rent, but will also help landlords with evictions for other reasons, since the process is quite similar.

If the landlord needs to get in . . .

A landlord usually needs the tenant’s permission to enter the premises, but he or she can enter without permission if:

- it is not possible to contact the tenant by ordinary means;
- the tenant has been gone from the property more than seven days without notice; or
- there is an emergency (such as smoke, water, or explosion).

A landlord may enter the premises only to:⁴⁷

- make repairs or perform maintenance;
- supply necessary or agreed services;
- inspect for damages;
- show the premises to prospective buyers, renters, or contractors; or
- remove personal property belonging to the landlord that is not covered under the rental agreement.

⁴³ AS 34.03.020(c).

⁴⁴ AS 34.03.020(c).

⁴⁵ AS 34.03.020(c).

⁴⁶ AS 34.03.220(a)(2) and (e).

⁴⁷ AS 34.03.140(a).

In these situations, the landlord **MUST** give the tenant 24 hours notice. He must say what time he is coming, and try to pick a time that is mutually convenient. The landlord may enter for these reasons only with the tenant's consent and only at reasonable times.

Tenants **CANNOT** unreasonably refuse to allow the landlord to enter. If the tenant does so, the landlord can get a court order, or injunction, requiring that the tenant let him in. The landlord may also sue for actual damages or one month's rent, whichever is greater, or terminate the tenancy with a ten-day notice.⁴⁸

The landlord **CANNOT** abuse the right to request entry, or use it to harass tenants.⁴⁹

When a landlord abuses his or her right to enter by coming in without the tenant's permission or repeatedly without need, the tenant can ask a court for an injunction ordering the landlord to stop. The tenant may also sue for actual damages or one month's rent, whichever is greater, plus court costs and attorney fees. If the tenant wishes to move because the landlord has abused the access privilege, a ten-day written notice from tenant to landlord is required.⁵⁰

The lowdown on locks

Tenants can insist that the landlord maintain or replace the locks if the residence is not secure.⁵¹

Tenants may want to add an extra lock on their own to increase security. With the landlord's permission, a tenant may add locks that can be used from the inside, such as chain bolts. If the tenant makes holes in the door or frame, he or she must leave the lock in place when moving out.

Neither a landlord nor a tenant may be locked out. If a landlord adds or changes locks, new keys must be given to the tenant right away.

Before changing locks, the tenant must generally get the landlord's written permission. However, in an emergency, when the landlord can't be contacted first, the tenant can change locks, provided he or she gives a new set of keys to the landlord within five days.⁵²

Can the landlord raise the rent?

Unless there is a lease, the landlord is legally entitled to raise the rent by any amount. But the landlord must give the tenant at least 30 days notice before the increase takes effect on a month-to-month tenancy.

Tenants then have two choices:

- they can agree to pay the rent, or
- they can move out.

Legally, a notice of rent increase is probably equivalent to a termination of the rental agreement at the old rate and an offer to rent the same unit at a higher rate.

A landlord should, therefore, notify tenants of any rate increase at least 30 days before the increase goes into effect, and tenants who wish to leave rather than accept the increase should give the landlord a written 30-day notice of intent to terminate tenancy.

⁴⁸ AS 34.03.300(a).

⁴⁹ AS 34.03.140.

⁵⁰ AS 34.03.300(b).

⁵¹ AS 34.03.100(a)(6).

⁵² AS 34.03.120(a)(8).

Tenants who receive a housing subsidy or live in a federal or state housing project may have rights in addition to those provided by state law. For example, the U.S. Department of Housing and Urban Development (HUD) or the Alaska Housing Finance Corporation (AHFC) may control rent increases in housing where HUD has provided loan or rent guarantees to the owner. Contact the HUD office, your AHFC Public Housing case worker, an attorney, or if low income, Alaska Legal Services, if you have questions about HUD or AHFC rent controls.

Fire or casualty damage

If the dwelling is substantially damaged by fire or other casualty (such as an earthquake or a flood), there are a couple of things the tenant can do, depending on the amount of damage to the dwelling.

When only a part of the unit is damaged and it is lawful for the tenant to continue to live there, the tenant should move out of the damaged part. The rent can be reduced to an amount that reflects the fair rental value of the undamaged part of the dwelling.⁵³

If the tenant can no longer live in the place, he or she can move out, notify the landlord, and stop paying rent. The rental agreement and responsibility to pay rent ends when the tenant moves.⁵⁴

After the tenant moves, the landlord must return any recoverable deposit and prepaid rent to the tenant. Rent paid for time the tenant did not live in the dwelling (counted from the day of the casualty and including the day of the casualty) must be returned to the tenant.⁵⁵

Condemned dwellings

Buildings inspected and found to be very unsafe may be condemned. The city or borough housing inspector will tell the landlord that he or she must repair the problem or be taken to court.

When the problems are so serious that the inspector feels that the building is beyond repair, the inspector will order that it be torn down.

If the building is condemned, tenants may come home one day and find a sign posted on the building stating that it is unsafe for anyone to live there.

Tenants should immediately find out when the inspector and landlord expect them to move. They should also see an attorney before paying any more rent.

Moving prior to the end of a lease

When a lease is signed, the tenant is promising to stay for a certain length of time. The tenant commits to paying the rent each month, whether or not he or she is in the property. Unless the landlord signs a statement permitting it, the tenant CANNOT simply have someone else “take over” the rental unit.

Generally, there are only two ways a tenant can get out of a lease without breaking the lease:

- if there is a material noncompliance by the landlord with the rental agreement or a noncompliance with AS 34.03.100 materially affecting health and safety, the tenant can move (after giving 20 days written notice), unless the landlord corrects the problem in ten days,⁵⁶ or
- if the landlord agrees to allow the tenant to sublease the property (see next section).

⁵³ AS 34.03.200(a)(2).

⁵⁴ AS 34.03.200(a)(1).

⁵⁵ AS 34.03.200(b).

⁵⁶ AS 34.03.160(a).

If the tenant decides to move during the term of the lease, the tenant is usually still responsible for the rent for the rest of the lease period, unless the dwelling can be re-rented earlier. The landlord is responsible to make a good faith effort to re-rent the property, and may not charge the original tenant rent after the property is re-rented, or for any time during which the landlord does not make a reasonable, good faith effort to rent the property.

If the landlord attempts to re-rent the property, the tenant may be responsible for rent while the property is vacant during the term of the lease.

Subleasing

If a rental agreement requires the landlord's consent to sublease, the tenant may obtain one or more persons who are willing to take over the lease. Each prospective occupant must make a signed written offer to the landlord containing the following information about the person:

- name, age,⁵⁷ and present address
- occupation, present employment, and name and address of employer
- how many people will live in the apartment,
- two credit references, and
- names and addresses of all landlords of the applicant for the past three years.

Once given this information, the landlord has 14 days to answer the request.⁵⁸ No answer within 14 days is the same as consent, and the tenant can go ahead and sublease.⁵⁹ The new tenants may be rejected only for certain specific reasons, and the landlord cannot unreasonably prevent subleasing.⁶⁰

Lawful reasons for denial

If the landlord decides not to allow the sublease, a written basis for the decision must be provided. The only legal reasons are:⁶¹

- insufficient credit standing or financial responsibility,
- too many people for the residence,
- unwillingness of the new tenant to accept the terms of the rental agreement,
- the tenant's pets are not acceptable,
- the tenant's proposed commercial activity , or
- a bad report from a former landlord of the prospective tenant.

If the landlord refuses the new tenant-applicant, but does not give one of these reasons, the tenant can either go ahead with the sublease or move out.⁶²

If the choice is to move, the tenant must give a written notice to the landlord 30 days in advance of the rental due date by which the tenant plans to move.

⁵⁷ In the Municipality of Anchorage a sublease applicant may not be asked their age. AMC 05.20.020.

⁵⁸ AS 34.03.060(d).

⁵⁹ AS 34.03.060(f).

⁶⁰ AS 34.03.060.

⁶¹ AS 34.03.060(d).

⁶² AS 34.03.060(e).

MOVING OUT

Give plenty of notice!

Sooner or later, most tenants decide to move on, or the landlord, for some reason, decides that he or she no longer wants to rent the unit. Whether you are the landlord or the tenant, be sure that when this happens, your notice to terminate the tenancy is **in writing**.

The notice from the tenant to the landlord must include:

- the address of the premises,
- the date the tenancy is to end, and
- the signature of the person giving the notice.

The notice from the landlord to the tenant must include the above, **plus**, the notice must contain: ⁶³

- an explanation of why the tenancy is being terminated,
- if applicable, an explanation of any remedial action which the tenant must take in order to avoid termination of the tenancy and the date and time when the corrective action must be completed,
- a date and time when the tenancy will end and the tenant must be gone, and
- notice that if the tenant continues to occupy the dwelling after the termination date the landlord may sue to remove the tenant.

How much notice is enough?

The amount of notice needed to end a rental agreement varies, depending upon whether the rental agreement is week-to-week, month-to-month, or year-to-year.

When a tenant with a month-to-month tenancy wants to move, the law requires that he or she give the landlord written notice at least 30 days before the rental due date specified as the termination date in the notice. If the tenant wants to move between rental due dates, the notice must be delivered on or before the rental due date which falls at least 30 days before the move-out date.⁶⁴

For example, if rent is due the 8th of each month and the tenant wants to move on April 8, written notice must be delivered to the landlord by March 8. If the same tenant wishes to move on April 21, notice would still have to be delivered by March 8, or there would not be a full tenancy month's notice. The tenant could then end up paying an extra month's rent.

If the same landlord wants the same tenant to move out by April 30, notice would have to be delivered to the tenant before March 8. If the landlord does not deliver notice until March 9, the tenant will not have to move until May 8, when he or she has had a full tenancy month's notice.

Tenants in a month-to-month tenancy who do not give proper notice are responsible for rent for one rental period or until the unit is re-rented, whichever is less.⁶⁵

(This does not include tenants who are moving because of serious problems which the landlord has not fixed.)

Tenants who do not give proper notice may also experience a delay in getting back their deposit. (See: "Deposit Return.")

⁶³ AS 34.03.290 (b) and AS 09.45.105.

⁶⁴ AS 34.03.290(b).

⁶⁵ AS 34.03.230(c).

Tenants who wish to terminate a week-to-week tenancy must give the landlord written notice at least 14 days before the termination date specified in the notice.⁶⁶ For example, a week-to-week tenant wishing to move on July 26 must give notice by July 12.

Notice is notice

When a landlord accepts a moving notice, but a tenant fails to move out by the date specified in the notice, the landlord may sue for eviction. If the tenant stays beyond the specified move-out date willfully and not in good faith, the landlord may also sue for 1-1/2 times actual damages.⁶⁷

If a landlord sells the property while tenants are residing there, the new owner must also give proper notice if they want to terminate tenancy.

How to deliver notice

The way notice is delivered is very important. A landlord's notice to quit to a tenant must either be delivered personally, or by registered or certified mail. If notice is mailed, a landlord should send the notice to the address of the premises rented by the tenants.

If the landlord is not able to serve notice by one of these two methods, listed above, the landlord then has two options. The notice may be given to any adult who appears to live with the tenants, or the notice may be posted in plain sight on the premises.⁶⁸

A tenant may hand deliver or mail a notice to the landlord to the address where rent is paid.

However notice is delivered, it is important that the landlord or tenant complete and retain the Record of Service at the bottom of the Notice. If the tenant does not move and must be evicted, it is important in the F.E.D. action to show that notice was delivered according to law.

Cleaning up and clearing out

A wise tenant will start to clean up well before moving day. Tenants are expected to clean the dwelling unit completely, including the bathtubs, toilets, and all appliances. Other cleaning responsibilities should be listed in the rental agreement or lease, or in the landlord's posted rules. In general, tenants are expected to keep and leave the place as clean as the condition of the premises permit.⁶⁹

Damages

Once the cleaning is complete, the tenant should inspect the premises with the landlord, noting any damages that were not there when the tenant moved in. Both should sign the inspection report and keep a copy. (See: "Returning the Deposit.")

Tenants cannot be charged for damages caused by "normal nonabusive living."⁷⁰ Landlords and tenants frequently disagree about what constitutes normal, nonabusive living, so here are a few guidelines:

- A family with children or pets will normally wear things out faster than an adult living alone. This type of wear is the landlord's responsibility, and must be expected when renting to a family with children or pets.
- If something cannot be cleaned because of the landlord's acts or negligence, it is the landlord's responsibility. This includes things like walls left dirty because of non-washable paint and stains on the walls resulting from faulty plumbing.

⁶⁶ AS 34.03.290(a).

⁶⁷ AS 34.03.290(c).

⁶⁸ AS 09.45.100.

⁶⁹ AS 34.03.120(a).

⁷⁰ AS 34.03.070(b).

- Dry cleaning draperies, shampooing carpets, and washing walls are major cleaning tasks that cannot be charged against a tenant's security deposit if the tenant fails to perform these tasks at the termination of the tenancy. A landlord must expect that any property in which people live will need walls, carpets and drapes cleaned before another tenant rents the property. Withholding a tenant's security deposit for such tasks would be holding a tenant responsible for normal, nonabusive living, in violation of the Landlord and Tenant Act.⁷¹
- Painting the walls, repairing holes in the carpet, and replacing draperies are tenant responsibilities **only** if such repair or replacement is needed due to tenant negligence.

Damage caused by the tenant is the tenant's responsibility, even if it was caused by accident or by the actions of a guest. The landlord may keep enough of the deposit to repair such damage.

If the tenant has purposely destroyed the landlord's property (by throwing a rock through the window, writing on the walls, or smashing the furniture, for example), the tenant may be guilty of vandalism and could face up to one year in prison and a \$5,000 fine, and still have to pay for the damage.

Returning the deposit

If the tenant has given proper notice of moving out, the landlord must provide a written, itemized list of accrued rent and damages with any refund due the tenant within 14 days of the date the tenancy is terminated and possession is delivered by the tenant.⁷² If the landlord willfully fails to comply with this requirement, the tenant may recover up to twice the amount withheld by the landlord.⁷³

The itemized list may be hand-delivered or mailed to the tenant's last known address. If the landlord does not know the new mailing address of the tenant, but knows or has reason to know how to contact the tenant, the landlord must make a reasonable effort to deliver the notice and refund to the tenant.

If the tenant does not give proper notice or abandons the dwelling, the landlord may take up to 30 days after the tenancy is terminated (or after he or she becomes aware of the abandonment) to return the deposit or provide a written notice of accrued rent and damages.⁷⁴

When the landlord keeps the deposit

When a tenant moves out, he or she has a right to get back the full security deposit if:

- no damage has been done beyond that caused by normal, nonabusive living; and
- the rent is paid.

Otherwise, the landlord has the right to keep all or part of the security deposit to cover these costs.⁷⁵

Some landlords try to get around the law by specifying that unless the tenant stays for a certain time period (six months, for example), the tenant automatically forfeits a portion of the security deposit. This is unlawful, since the law requires that to hold the tenant responsible for rent the landlord must try to re-rent the unit as soon as possible, and may only hold the tenant liable for rent during the time the unit is actually empty.

Another unlawful practice is charging a "nonrefundable cleaning fee." A "cleaning fee" is simply another name for a security deposit. If the tenant keeps the unit as clean and safe as the condition of the premises permit,⁷⁶ the tenant has fulfilled his or her legal obligation, and the landlord has no cleaning expenses that can properly be charged against the deposit.

Under no circumstances may the landlord seize property belonging to the tenant to satisfy rent or to cover damages.⁷⁷

⁷¹ AS 34.03.040(a)(1), AS 34.03.070(b).

⁷² AS 34.03.070(b).

⁷³ AS 34.03.070(d).

⁷⁴ AS 34.03.070(g).

⁷⁵ AS 34.03.070(b).

⁷⁶ AS 34.03.120(c)(1).

⁷⁷ AS 34.03.250.

Termination of tenancy

You may have heard that tenants cannot be evicted in the winter in Alaska or that tenants with small children cannot be evicted. Unless you are a mobile home park tenant, neither is true. (See Termination of mobile home tenancies, pg. 25.)

The term “eviction” is often used to refer to the landlord’s action in ending a tenancy and requiring that the tenant move. But only a court can order the eviction of a tenant if he or she **refuses** to move. (See: F.E.D. Cases.) The Landlord and Tenant Act generally speaks of the landlord’s action as “terminating the tenancy.”

There are several different sets of circumstances under which a landlord may terminate a tenancy. Some problems can be cured by the tenant, stopping the eviction. Others cannot. In each case, a written notice is required.

Termination for late rent

A seven-day written notice is required to terminate a tenancy when a tenant is behind in rent. The notice must state the correct amount of rent to be paid by the tenant. If the rent is paid before the seven complete days are up, then the tenant may stay.

(If the tenant tries to pay after the seven days are up, the landlord may refuse to accept the rent and continue with the eviction.)⁷⁸ The notice must tell tenants that they have the choice of paying or moving.⁷⁹

If a landlord accepts a partial rent payment after giving a seven-day notice for nonpayment, the landlord must either make a new written agreement with the tenant to extend the eviction for a specific period of time or begin the eviction process all over again.⁸⁰

Termination for deliberate infliction of substantial damage to the premises

A minimum 24-hour written notice must be given to terminate a tenancy when the tenant or the tenant’s guests have intentionally caused more than \$400 damage to the landlord’s property.⁸¹

Even if the tenant agrees to repair the damage (and the tenant will be liable for the damage in any event), the landlord may still go through with the eviction.

Termination for illegal activity on the premises

If the tenant or a guest of the tenant is engaged in an illegal activity on the premises (such as prostitution, gambling, or illegal drug or alcohol production or sale), the tenant may be evicted upon service of a five-day notice.⁸² The law refers to these types of illegal activities as “nuisances.”

In addition, if a court ever finds in another legal proceeding (in a criminal case, for example) that a nuisance is being conducted on particular leased premises (and provided that the tenant received proper notice of the court proceedings), the court will issue an order of abatement that will terminate the tenancy immediately.⁸³

⁷⁸ AS 34.03.220(b).

⁷⁹ AS 09.45.105.

⁸⁰ AS 34.03.240.

⁸¹ AS 34.03.220(a)(1).

⁸² AS 09.45.090(a)(2)(G).

⁸³ AS 09.50.210; AS 34.03.220(d).

Termination for failure to pay utility bills

If a utility company discontinues service to the premises due to the tenant's failure to pay the utility bill, the landlord may issue a five-day notice to terminate the tenancy. If the tenant reinstates the service within three days after service of the notice and repays the landlord for any payments made to the utility company, and provided the premises were not somehow damaged due to the lapse in service, the eviction process ends and the tenant can stay. However, in the absence of due care by the tenant, if the same utility service is disconnected again within six months, the landlord can terminate the tenancy with a three-day notice, and the tenant has no right to fix to problem.⁸⁴

Termination for breach of duties

A ten-day written notice is required when the landlord wishes to terminate a tenancy because the tenant has breached an important part of the rental agreement or the tenants responsibilities under the Landlord and Tenant Act (such as disturbing other tenants with too much noise or failing to maintain the rental unit, so that the health and safety of others are endangered).

If the problem is corrected before expiration of the notice period, the tenant may stay.⁸⁵ However, if the tenant violates the rental agreement in substantially the same way more than once in a six-month period, the landlord can evict the tenant with a five-day notice, and the tenant has no right to fix the problem.

Some types of problems may not be remediable, such as a pattern of behavior by the tenant that has a significant impact or left the other tenants frightened for their safety. In such situations, the tenant is obligated to leave by the end of the ten-day period.⁸⁶

Ten days notice is also required when the landlord is terminating a tenancy because the tenant has refused the landlord's reasonable requests to enter the dwelling.⁸⁷

Landlord's termination of rental agreement by choice

A 30-day written notice is required when the landlord wishes to terminate a month-to-month tenancy for general reasons.⁸⁸ This notice must be delivered 30 days before the rental due date specified in the notice as the termination date.

For example, if a tenant's rent is due on the 15th of the month and the landlord wishes that the tenant move by October 15, the tenant must be given the notice on or before September 15.

To terminate a week-to-week tenancy, the landlord must give written notice at least 14 days before the termination date given in the notice.⁸⁹

A termination notice may not be used to end a **lease** prior to the end of the lease term without cause.

Termination of mobile home tenancies

A one-year written notice is required when a mobile home park operator wishes to require tenants to move their mobile homes because the operator is converting the land to a "common-interest community" (condominiums, for example). A mobile home park tenant may be required to vacate earlier than the one year period if the tenant is evicted for one of the first three reasons listed below.⁹⁰

⁸⁴ AS 34.03.220(e).

⁸⁵ AS 34.03.220(a)(2).

⁸⁶ Osness v. Dimond Estates, Inc., 615 P.2d 605, 609-10 (Alaska 1980); Taylor v. Gill Street Investments, 743 P.2d 345, 348 (Alaska 1987).

⁸⁷ AS 34.03.300(a).

⁸⁸ AS 34.03.290(b).

⁸⁹ AS 34.03.290(a).

⁹⁰ AS 34.08.620 (a).

While most renters can have their tenancies terminated for a variety of reasons, the law says that mobile home park tenants can be evicted from the park **only** for these reasons:⁹¹

- the tenants are behind in space rent and don't pay even after receiving a 7 day written notice from the landlord;
- the tenants have been convicted of violating a law or ordinance, the violation is continuing, and the violation endangers the health, safety or welfare of others in the park;
- the tenant has violated a reasonable provision of the rental agreement or lease and doesn't stop the violation even after receiving a written notice from the landlord; or
- there is to be a change in the use of the land on which the park is located. (This reason requires a notice of at least 270 days for change other than conversion to a common-interest community, and a tenant may not be required to move between October 15th and May 1st.⁹²)

Except for termination of tenancy due to change in the use of the land on which the park is located, the same notice periods are required for mobile home park tenants as for other types of tenants.⁹³

Termination for absence or abandonment

According to the law, rental agreements must require that tenants notify their landlord every time they plan to be gone for more than seven days. If the tenant plans to be gone only two or three days, then finds he will actually be gone for more than a week, the tenant must notify the landlord as soon as possible.⁹⁴ This is to help protect the property from damage such as that caused by freezing pipes.

Tenants who willfully fail to give notice of being gone can be sued by their landlord for 1-1/2 times the actual damages caused by any calamity occurring during their absence.⁹⁵

When tenants are gone, the landlord may enter the dwelling only if there is an emergency or with the tenants consent and proper notice. However, if tenants are gone more than a week without notifying the landlord, the landlord may, at times reasonably necessary, go into the unit for reasonable repairs, inspections, or to show the dwelling.⁹⁶

When is it abandonment?

A landlord may assume the dwelling has been abandoned when the following three elements are met:

- the tenant is behind in rent; and
- the tenant has left behind his or her personal belongings in the dwelling, but has been gone for more than seven consecutive days; and
- the tenant did not notify the landlord that he or she would be gone for more than seven days.⁹⁷

When a dwelling has been abandoned, the landlord may enter, clean up, and re-rent it. If the landlord makes a good faith effort to re-rent the unit at fair rental value, the former tenant is obligated for rental payment until the end of the following rental period, the end of the lease period (if the agreement is a lease), or until a new tenant moves in, whichever is sooner.⁹⁸

⁹¹ AS 34.03.225(a); see, Osness v. Dimond Estates, Inc., 615 P.2d 605, 607-08 (Alaska 1980).

⁹² AS 34.03.225(a)(4) (effective July 1, 2002).

⁹³ AS 34.03.225(c).

⁹⁴ AS 34.03.150.

⁹⁵ AS 34.03.230(a).

⁹⁶ AS 34.03.140; AS 34.03.230(b).

⁹⁷ AS 34.03.360(1).

⁹⁸ AS 34.03.230(c).

Abandoned belongings

If a tenant abandons a dwelling leaving personal belongings behind, the landlord must notify the tenant:

- where the property is being held;
- that the tenant has a minimum of 15 days to remove the property. (The time period may be lengthened at the discretion of the landlord or agreement of the parties or may be made shorter if the parties agree to a shorter time period); and
- what the landlord intends to do with the property if it is not removed.

Belongings not removed within that time may be:

- sold at public sale (property not sold may be disposed of);
- disposed of as the landlord sees fit (if it is food or something perishable); or
- destroyed or otherwise disposed of (such as by charitable donation) when the cost of having a public sale would exceed the value of the items.

The landlord must exercise reasonable care over the tenant's belongings and keep them in a safe place, but is not responsible for damage or loss not caused by his or her neglect or deliberate action. If the tenant's property is stored in the dwelling, storage charges may not exceed the rent. If the property is held at a commercial storage company, the landlord may pass the moving and storage costs on to the tenant.⁹⁹

Holding a public sale

To hold a public sale, the landlord should post a written or printed public sale notice in three specific places within five miles of the location of the sale, not less than ten days prior to the sale. One of the notices must be posted at the post office nearest the place of the sale.¹⁰⁰

The law does not specify what should be done with the sale proceeds, but presumably the landlord may apply them to storage costs, the costs of holding the sale, and to any damages (such as unpaid rent) not satisfied by the security deposit. The excess, if any, should be paid to the tenant. (If the tenant cannot be located, the landlord may be required to pay the excess to the Department of Revenue under the unclaimed property law.¹⁰¹ Landlords in this situation may wish to consult an attorney.)

A tenant cannot make claims against a landlord who has fairly exercised the landlord's rights regarding abandonment. However, when a landlord deliberately or negligently violates the law governing abandonments, the tenant may sue for up to twice his or her actual damages.¹⁰²

⁹⁹ AS 34.03.260(b).

¹⁰⁰ AS 34.03.260(e); AS 09.35.140.

¹⁰¹ AS 34.45.

¹⁰² AS 34.03.260(d).

Serving a Notice To Quit

Notices of Termination of Tenancy (also called “Notices to Quit”) from the landlord must be served on the tenant by:

- delivering the notice in person to the tenant or occupant;
- leaving the notice at the dwelling when the tenant is absent from the premises; or
- sending the notice by registered or certified mail.¹⁰³

A Notice to Quit must:¹⁰⁴

- be in writing,
- say why the tenancy is being terminated,
- give the date and time when the tenancy will end and the tenant must be gone,
- give the tenant the required number of days allowed by law to move out,
- if the termination is based on a tenant’s breach or violation of the rental agreement and the breach may be corrected by the tenant, the notice must specify what corrective actions the tenant must take to remedy the violation and the date and time when the corrective action must be completed to avoid termination of the tenancy, and
- give notice that if the tenant continues to occupy the dwelling after the termination date the landlord may sue to remove the tenant.

Once the tenant receives a Notice to Quit from the landlord, he or she may move at any time during the notice period. The tenant owes rent until the end of the notice period.

If a tenant who is served with a Notice to Quit does not wish to move, he or she should **not** simply refuse to see or speak to the landlord. It is important to take immediate action.

To challenge a termination of tenancy, a tenant may want to:

- give the landlord a letter explaining why the tenant disagrees with the landlord’s reasons for eviction,
- give the letter to the landlord **before** the notice expires; and
- consult an attorney, or if low income, contact Alaska Legal Services.

When the landlord receives this letter, the landlord may choose whether to go to court to enforce eviction or just drop the matter. If the landlord goes to court, a judge will give both the landlord and the tenant an opportunity to present their case before making a decision.

Foreclosure problems

When a landlord misses mortgage payments on the rental property, tenants may receive demands from the lender that they pay rent to the lender rather than to the landlord. This is because mortgages or deeds of trust often give the lender the right to collect rents if the borrower defaults. But if the landlord continues to demand that the tenant pay him or her, the tenant is placed in a very difficult position. A tenant who pays rent to the party who is not legally entitled to it could end up paying twice.

Tenants experiencing conflicting demands should get written proof from the lender that the lender is entitled to collect the rent. They might also try to get an assurance that the lender will defend them against eviction attempts by the landlord.

¹⁰³ AS 09.45.100.

¹⁰⁴ AS 09.45.105.

Tenants who find themselves in this situation may wish to consult an attorney. An arrangement may be able to be made in which the rent is paid into court or into a special account. The landlord and the lender can then fight it out to determine who is entitled to the rent.

Notice after foreclosure

Sometimes, when the rental property has been sold in a foreclosure sale, the new owner (usually the lender) serves a notice to quit on the tenants demanding that they move within a short period of time (such as ten days). The law is not completely clear on how foreclosure sales affect residential rental agreements.

Lenders who take over property have argued that if a lender has given a tenant proper notice of the foreclosure, a foreclosure sale wipes out a tenant's right to stay in the dwelling for the remainder of a written lease, and even reduces or eliminates a month-to-month tenant's right to 30 days notice of termination. This is because the law gives the purchaser at a foreclosure sale the right to possession of the property.¹⁰⁵ The Alaska Supreme Court appears to agree with this position.¹⁰⁶

Absent an agreement with the foreclosure purchaser, the tenant's right to remain is in question. Tenants in this position should consult an attorney.

The amount of notice a foreclosing lender must provide a tenant is unclear. At a minimum, a tenant whose lease or rental agreement is wiped out by foreclosure should be entitled to a reasonable period of time to move. Since most notice periods in the Landlord and Tenant Act are at least seven days, it appears that this is the minimum amount of notice a foreclosure purchaser should give a tenant before filing an eviction case against them.

A tenant may have greater protection under HUD regulations than under state law depending upon the situation, the loan, and the building. Also, the tenant who is not provided with a notice with regard to a foreclosure sale probably has a greater right to stay than one who is provided actual notice of the sale. Again, it is wise for tenants in this situation to consult an attorney.

Lockouts, utility shut-offs and threats

A landlord may not coerce a tenant to move by:

- shutting off utilities,
- changing the locks,
- taking the tenant's belongings, or
- taking possession of the dwelling by force without a court hearing.

These actions are unlawful even if the rental agreement says that the tenant waives notice and eviction procedures, since the Landlord and Tenant Act prohibits waivers of a tenant's rights.¹⁰⁷

If the landlord unlawfully removes or excludes the tenant from the premises or willfully diminishes services, the tenant may sue the landlord to regain possession of the premises or terminate the rental agreement. In either case, the tenant may recover up to 1-1/2 times actual damages.¹⁰⁸

Using a charge or threat of criminal trespass against tenants in order to evict them without the benefit of a court hearing is an abuse of the law. Police who participate in such an action may be guilty of official misconduct.¹⁰⁹ In such cases, tenants may sue both the landlord and the police for abusing the law. Tenants subjected to this treatment should see an attorney.

¹⁰⁵ AS 34.20.090(b).

¹⁰⁶ *Winn v. Mannhalter*, 708 P.2d 444 (Alaska 1985).

¹⁰⁷ AS 34.03.040(a)(1).

¹⁰⁸ AS 34.03.210.

¹⁰⁹ AS 11.56.850.

Subsidized housing

If you receive a housing subsidy or live in a federal or state housing project, you may have rights in addition to those provided by state law. For example, if AHFC, Division of Public Housing pays part of your rent under the Section 8 program, your tenancy may be terminated only in accordance with your lease. Contact your local AHFC, Division of Public Housing office for more information about special requirements.

Retaliation by the landlord

The landlord may not retaliate (in the manner described here) against a tenant because:

- the tenant complains to the landlord about his failure to perform the landlord's responsibilities;
- the tenant exercises his legal rights under the Alaska Landlord and Tenant Act;
- the tenant organizes or joins a tenant union or similar organizations; or
- the tenant complains to a government agency responsible for enforcement of governmental housing, wage, price or rent controls.

The law prohibits retaliation by the landlord. This means the landlord cannot:

- raise the rent;
- decrease services (such as shutting off utilities); or
- start or threaten to start an eviction proceeding against the tenant.¹¹⁰

If a tenant feels that illegal retaliation has occurred, the tenant can move out or stay, and in either case, sue for as much as 1-1/2 times the actual damages.¹¹¹

When it's NOT retaliation

An eviction proceeding is not considered illegal retaliation if the landlord (in good faith) acts because:

- the tenant is behind in rent;
- the landlord needs the dwelling vacant to make repairs needed to meet code requirements;
- the tenant is using the place for illegal purposes;
- the landlord wants to use the place for something other than a residential dwelling for at least six months or for personal purposes;
- the landlord wishes to substantially remodel or demolish the unit; or
- the property is being sold and the new owner intends it for personal use, or intends to substantially remodel or demolish, or change it from rental use for at least six months.¹¹²

A rent increase is not considered illegal retaliation if the landlord can show, in good faith:

- a recent sizable increase in taxes or cost of maintaining the property (not including the cost of repairing something because of the tenant's complaint);¹¹³

¹¹⁰ AS 34.03.310(a); see, Vinson v. Hamilton, 854 P.2d 733, 736 (Alaska 1993).

¹¹¹ AS 34.03.310(b); AS 34.03.210.

¹¹² AS 34.03.310(c).

¹¹³ AS 34.03.310(d)(1).

- that similar dwellings are being rented for a higher rate or, if there are no similar dwelling units, the proposed rent does not exceed the fair rental value of the dwelling;¹¹⁴ or
- that the true costs of major improvements made to the property are being passed on to all tenants fairly and equally.¹¹⁵

If the tenant won't move

If the tenant refuses to move at the end of the period specified in the Notice to Quit, the landlord must go to court to evict. The landlord may NOT take over the rental dwelling by force or by locking out the tenant. The court refers to most eviction suits by landlords as "Forcible Entry and Detainer" (F.E.D.) cases.

How F.E.D. cases work

The property owner files his or her claim with the court. The tenant receives a complaint and summons to appear in court. The tenant has twenty days to file an answer to the complaint.

There will be two hearings. The first hearing will address who gets possession of the dwelling unit. The second hearing, which will be scheduled by the court for a date after the first hearing, will determine whether the property owner or tenant have any damages. At the second hearing both the property owner and tenant have a right to present evidence of damages and the parties have a right to a jury trial.

The first hearing (possession hearing) will be scheduled not more than 15 days after the case has been filed in court. The summons should be served on the tenant no less than 2 days before the day of the hearing.¹¹⁶

At the hearing, both the property owner and the tenant will have an opportunity to tell their side of the story to the judge. The property owner and tenant can raise defenses and counterclaims to the complaint at that time. There is no right to a jury trial at the possession hearing.¹¹⁷

If the judge finds in favor of the tenant, the tenant will be allowed to stay and the property owner may be required to pay the tenant's attorney fees.

If the judge finds in favor of the property owner, the tenant will be served a court order to vacate. The judge will decide how long the tenant has before he or she must be out of the rental unit. If the tenant still does not move, the property owner can get a writ of assistance from the court that will permit the police to assist in the eviction. In addition, the tenant may be required to pay the property owner's attorney fees.

F.E.D. cases are usually handled by district court. For more information on eviction procedures, see AS 09.45.060-AS 09.45.160, Forcible Entry and Detainer, and Civil Rule 85 of the Alaska Rules of Court. More specific answers to questions on F.E.D.s may be found in a booklet prepared by the Administrative Office of the Alaska Court System. Inquire at your local court or magistrate's office or at www.state.ak.us/courts/civ-720.htm.

Tenants may have a legal defense or claim against the property owner which could prevent an eviction. If they do not want to be evicted, tenants must act quickly and should see an attorney.

When a problem arises . . .

When landlords and tenants disagree, sometimes tempers flare and things are said or done which are totally outside the law. Sometimes the disagreement can be easily resolved if the parties just talk and listen to one another. But if you cannot resolve your disagreement, remember that each party has a legal obligation to act in good faith,¹¹⁸ which means that all actions must be taken in an honest, reasonable and forthright manner.

¹¹⁴ AS 34.03.310(d)(3).

¹¹⁵ AS 34.03.310(d)(2).

¹¹⁶ Alaska R. Civ. P. 85(a)(2).

¹¹⁷ Vinson v. Hamilton, 854 P.2d 733, 737 (Alaska 1993).

¹¹⁸ AS 34.03.320.

Follow these suggestions:

- Try to remain calm. Do everything possible to prevent the situation from getting worse.
- Gather your facts and put them in writing.
- Pay careful attention to the sections of the law requiring written notices and specifying the number of days allowed for landlords and tenants to remedy problem situations.
- Present your position to the other party in writing, clearly stating what you want to change and what you will do if the situation does not change.

The rental of dwelling is a business, and as in any business, both parties should conduct themselves in a fair, honest manner.

There are not many agencies that will mediate landlord/tenant disputes, and problems are usually not serious enough to justify hiring a lawyer or going to court.

Most landlord and tenant problems can be satisfactorily settled if both parties simply act “in good faith.”

If serious problems arise, it is always advisable to see a lawyer. But first, give the other person a chance to try to work it out with you.

Where to go for help

- Low-income tenants may call Alaska Legal Services for help. If your landlord is trying to evict you, be sure you mention the eviction when you call Alaska Legal Services:

Anchorage	272-9431	Juneau	586-6425
	(Toll free - 1 800 478-2230)		(Toll free - 1 800 789-6426)
Bethel	543-2237	Ketchikan	225-6420
	(Toll free - 1 800 478-2230)	Kotzebue	442-3500
Dillingham	842-1452		(Toll free - 1 877 622-9797)
	(Toll free - 1 888 391-1475)	Nome	443-2230
Fairbanks	452-5181		(Toll Free – 1 888 495-6663)
	(Toll free - 1 800 478-5401)		

- If you need a lawyer but do not qualify for Alaska Legal Services, call the statewide lawyer referral service in Anchorage at (1 800) 770-9999. They may be able to refer you to a lawyer in your area.
- To file a claim for damages of \$7,500 or less without a lawyer, you can file in Small Claims Court. See the clerk or magistrate at your local courthouse and ask for their publication, Alaska Small Claims Handbook. Information on filing Small Claims actions is also available from the Alaska Court System’s web page at www.state.ak.us/courts/forms.htm#sc.
- To report a licensed property manager who has violated the law, or an unlicensed individual unlawfully acting as a property manager, contact the licensing investigator for the Alaska Real Estate Commission at (907) 269-8160.
- To file a complaint regarding illegal discrimination, contact the Equal Rights Commission in your community or the Alaska State Commission for Human Rights. The Commission’s statewide complaint hot line is (800) 478-4692 (toll free). TTY/TDD: (800) 478-3177 (toll free). Complaints in Anchorage may call 274-4692.

- For complaints about federal housing projects, call HUD (U.S. Department of Housing and Urban Development) at (907) 271-4663.
- For complaints about state housing programs, call AHFC, Division of Public Housing at (907) 338-6100.
- Some Alaska communities have tenants' unions, tenant advocacy organizations, landlord associations, or similar groups that can help you. Check your telephone book for local organizations.

Sample notice forms

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SAMPLE
NOTICE TO LANDLORD
OF TERMINATION OF MONTH-TO-MONTH TENANCY

To: _____ (Date) _____
(Landlord)

Re: _____
(Address of rental unit)

(City, State)

You are notified that I am terminating my tenancy effective on the rental due date at least 30 days from the date you receive this notice. I will move out by the _____ day of _____, 20____.

Please send my security deposit of \$ _____, or an explanation of how it was used, to my new address:

(Tenant's Name)

(Tenant's New Address)

(City, State)

I understand that the law requires that my deposit be returned or accounted for within 14 days of the termination of my tenancy and the day I move.

Signed: _____
(Tenant)

Tenant's Record of Service

Instructions: Serve a copy of this notice on the landlord. Immediately fill out this section to describe how service was accomplished. Complete all statements that apply. Keep the completed original.

- Landlord acknowledges receipt of this notice on _____ (Date) _____ (Landlord/Property Manager's Signature)
- This notice was personally served on _____ (Name) by the undersigned on _____ (Date)
- I attempted to make personal service on the landlord. I knocked on the door, but no one answered. I believed the landlord was absent, so I securely affixed the notice to the entry door of the premises.
This was done on the _____ day of _____, 20____ at _____ a.m./p.m.
- I mailed a copy of this notice to landlord's address at _____ (Address), on the _____ day of _____, 20____.
- Landlord was served by registered or certified mail. (I have retained the receipt.)

Date: _____ Signature: _____ Print Name: _____

Keep a copy of this notice.

SAMPLE
NOTICE TO LANDLORD
OF TERMINATION OF WEEK-TO-WEEK TENANCY

To: _____
(Landlord)

_____ (Date)

Re: _____
(Address of rental unit)

(City, State)

You are notified that I am terminating my tenancy effective fourteen (14) days from the date you receive this notice. I will move out by the _____ day of _____, 20_____.

Please send my security deposit of \$_____, or an explanation of how it was used, to my new address:

(Tenant's Name)

(Tenant's New Address)

(City, State)

I understand that the law requires that my deposit be returned or accounted for within 14 days of the termination of my tenancy and the day I move.

Signed: _____
(Tenant)

Tenant's Record of Service

Instructions: Serve a copy of this notice on the landlord. Immediately fill out this section to describe how service was accomplished. Complete all statements that apply. Keep the completed original.

Landlord acknowledges receipt of this notice on _____ . _____
(Date) (Landlord/Property Manager's Signature)

This notice was personally served on _____ by the undersigned on _____ .
(Name) (Date)

I attempted to make personal service on the landlord. I knocked on the door, but no one answered. I believed the landlord was absent, so I securely affixed the notice to the entry door of the premises.

This was done on the _____ day of _____, 20_____ at _____ a.m./p.m.

I mailed a copy of this notice to landlord's address at _____
on the _____ day of _____, 20_____. (Address)

Landlord was served by registered or certified mail. (I have retained the receipt.)

Date: _____ Signature: _____ Print Name: _____

Keep a copy of this notice.

SAMPLE
NOTICE TO LANDLORD
OF DEFECTS IN ESSENTIAL SERVICES

To: _____
(Landlord)

_____ (Date)

Re: _____
(Address of rental unit)

(City, State)

You are notified that you are failing to provide (water/hot water/heat/sewer service/other essential services) at the address listed above, as required by law. I did not cause these problems, nor did my family or guests. These are the specific defects:

If you do not fix the defect IMMEDIATELY, I have a right to:

1. have it fixed and deduct the cost from my rent,
2. sue you for damages based on the diminution in fair rental value of the dwelling, or
3. move into substitute housing, stop paying rent until the essential services are restored, and hold you responsible for the amount by which the cost of the substitute housing exceeds my rent.

Signed: _____
(Tenant)

Tenant's Record of Service

Instructions: Serve a copy of this notice on the landlord. Immediately fill out this section to describe how service was accomplished. Complete all statements that apply. Keep the completed original.

Landlord acknowledges receipt of this notice on _____.
(Date) (Landlord/Property Manager's Signature)

This notice was personally served on _____ by the undersigned on _____.
(Name) (Date)

I attempted to make personal service on the landlord. I knocked on the door, but no one answered. I believed the landlord was absent, so I securely affixed the notice to the entry door of the premises.

This was done on the _____ day of _____, 20 _____ at _____ a.m./p.m.

I mailed a copy of this notice to landlord's address at _____, on the _____ day
of _____, 20 _____. (Address)

Landlord was served by registered or certified mail. (I have retained the receipt.)

Date: _____ Signature: _____ Print Name: _____

Keep a copy of this notice.

SAMPLE
NOTICE TO LANDLORD
OF NEED FOR REPAIRS AND DEDUCTION FROM RENT

To: _____
(Landlord)

_____ (Date)

Re: _____
(Address of rental unit)

(City, State)

You are notified that in my rental unit the following essential services are in need of repair:

I did not cause these problems, nor did my family or guests.

If you do not repair these problems by _____, I will arrange for the repairs myself, and will deduct the cost of the repairs from my rent, as I am permitted to do under AS 34.03.180.

Signed: _____
(Tenant)

Tenant's Record of Service

Instructions: Serve a copy of this notice on the landlord. Immediately fill out this section to describe how service was accomplished. Complete all statements that apply. Keep the completed original.

- Landlord acknowledges receipt of this notice on _____ . _____
(Date) (Landlord/Property Manager's Signature)
- This notice was personally served on _____ by the undersigned on _____.
(Name) (Date)
- I attempted to make personal service on the landlord. I knocked on the door, but no one answered. I believed the landlord was absent, so I securely affixed the notice to the entry door of the premises.
This was done on the _____ day of _____, 20____ at _____ a.m./p.m.
- I mailed a copy of this notice to landlord's address at _____, on the _____
day of _____, 20____. (Address)
- Landlord was served by registered or certified mail. (I have retained the receipt.)

Date: _____ Signature: _____ Print Name: _____

Keep a copy of this notice.

SAMPLE

**NOTICE TO LANDLORD
OF TERMINATION OF TENANCY FOR VIOLATION OF
RENTAL AGREEMENT OR LAW**

To: _____
(Landlord)

_____ (Date)

Re: _____
(Address of rental unit)

(City, State)

You are notified, pursuant to AS 34.03.160, that you have seriously violated your agreement with me or your duties under the law. These are the specific violations:

If you do not remedy these violation(s) within TEN DAYS after you receive this notice, my tenancy will terminate on _____, which is at least TWENTY DAYS from the date you receive this notice.

Please send my security deposit, or an explanation of how it was used, to my new address:

According to AS 34.03.070, my deposit must be returned or accounted for within 14 days of termination of the tenancy and the date I move. Otherwise, the law provides that I may recover twice the actual amount withheld.

Signed: _____
(Tenant)

Tenant's Record of Service

Instructions: Serve a copy of this notice on the landlord. Immediately fill out this section to describe how service was accomplished. Complete all statements that apply. Keep the completed original.

Landlord acknowledges receipt of this notice on _____.
(Date) (Landlord/Property Manager's Signature)

This notice was personally served on _____ by the undersigned on _____.
(Name) (Date)

I attempted to make personal service on the landlord. I knocked on the door, but no one answered. I believed the landlord was absent, so I securely affixed the notice to the entry door of the premises.

This was done on the _____ day of _____, 20____ at _____ a.m./p.m.

I mailed a copy of this notice to landlord's address at _____,
on the _____ day of _____, 20____. (Address)

Landlord was served by registered or certified mail. (I have retained the receipt.)

Date: _____ Signature: _____ Print Name: _____

Keep a copy of this notice.

SAMPLE
NOTICE TO TENANT
OF TERMINATION OF MONTH-TO-MONTH TENANCY
(NOTICE TO QUIT)

To: _____
(Tenant)

_____ (Date)

Re: _____
(Address of rental unit)

(City, State)

You are notified that your tenancy is terminated and that you must move from the address above by the rental due date at least 30 days from the date you receive this notice. You must be moved out of the dwelling place by the _____ day of _____, 20_____, at _____ o'clock a.m./p.m.

The reason for terminating the tenancy is:

If you are not gone by _____, a lawsuit may be filed to evict you.
(Date)

Signed: _____
(Landlord/Property Manager)

Landlord's Record of Service

Instructions: Serve a copy of this notice on the tenant. Immediately fill out this section to describe how service was accomplished. Complete all statements that apply. Keep the completed original.

Tenant acknowledges receipt of this notice on the _____ day of _____, _____.
(Tenant's Signature)

This notice was personally served on _____ by the undersigned on _____.
(Name) (Date)

I attempted to make personal service on the tenant. I knocked on the door, but no one answered. I believed the tenant was absent, so I securely affixed the notice to the entry door of the premises.

This was done on the _____ day of _____, 20____ at _____ o'clock a.m./p.m.

Tenant was served by registered or certified mail. (I have retained the receipt.)

Date: _____ Signature: _____ Print Name: _____

Keep a copy of this notice.

SAMPLE
NOTICE TO TENANT
OF TERMINATION OF WEEK-TO-WEEK TENANCY
(NOTICE TO QUIT)

To: _____
(Tenant)

_____ (Date)

Re: _____
(Address of rental unit)

(City, State)

You are notified that your tenancy is terminated and that you must move from the address above by the rental due date at least 14 days from the date you receive this notice. You must be moved out of the dwelling place by the _____ day of _____, 20____, at _____ o'clock a.m./p.m.

The reason for terminating the tenancy is:

If you are not gone by _____, a lawsuit may be filed to evict you.
(Date)

Signed: _____
(Landlord/Property Manager)

Landlord's Record of Service

Instructions: Serve a copy of this notice on the tenant. Immediately fill out this section to describe how service was accomplished. Complete all statements that apply. Keep the completed original.

Tenant acknowledges receipt of this notice on the _____ day of _____. _____
(Tenant's Signature)

This notice was personally served on _____ by the undersigned on _____.
(Name) (Date)

I attempted to make personal service on the tenant. I knocked on the door, but no one answered. I believed the tenant was absent, so I securely affixed the notice to the entry door of the premises.

This was done on the _____ day of _____, 20__ at _____ a.m./p.m.

Tenant was served by registered or certified mail. (I have retained the receipt.)

Date: _____ Signature: _____ Print Name: _____

Keep a copy of this notice.

SAMPLE

**NOTICE TO TENANT
OF TERMINATION OF TENANCY FOR
NONPAYMENT OF RENT**

To: _____
(Tenant)

(Date)

Re: _____
(Address of rental unit)

(City, State)

You are notified that you owe rent in the amount of \$ _____. If you do not pay this rent within SEVEN DAYS of the day you receive this notice, your tenancy is terminated and you must move.

If you have not paid your rent or moved out of the dwelling by the _____ day of _____, 20____, at _____ o'clock, a lawsuit may be filed to evict you.

If you deliver your rent to me on or before the end of the SEVEN-DAY period, you may stay and the tenancy will not be terminated.

Signed: _____
(Landlord/Property Manager)

Landlord's Record of Service

Instructions: Serve a copy of this notice on the tenant. Immediately fill out this section to describe how service was accomplished. Complete all statements that apply. Keep the completed original.

Tenant acknowledges receipt of this notice on the _____ day of _____. _____
(Tenant's Signature)

This notice was personally served on _____ by the undersigned on _____.
(Name) (Date)

I attempted to make personal service on the tenant. I knocked on the door, but no one answered. I believed the tenant was absent, so I securely affixed the notice to the entry door of the premises.

This was done on the _____ day of _____, 20____ at _____ a.m./p.m.

Tenant was served by registered or certified mail. (I have retained the receipt.)

Date: _____ Signature: _____ Print Name: _____

Keep a copy of this notice.

SAMPLE
NOTICE TO TENANT
OF TERMINATION OF TENANCY FOR
NONPAYMENT OF UTILITIES

To: _____
(Tenant) (Date)

Re: _____
(Address of rental unit)

(City, State)

You are notified that you have violated your rental agreement by failing to pay utility bills to _____ in the amount of \$ _____. This delinquency has caused the utility company to shut off the service to the rental property.

You are notified that your tenancy is therefore terminated FIVE DAYS from the date you receive this notice, which means that you must move out by the _____ day of _____, 20____, at _____ o'clock a.m./p.m.

If you deliver to me within THREE DAYS of the day you receive this notice \$ _____, (which is the amount I had to pay to have the service restored to the unit), and as long as the unit was not damaged due to the discontinuation of service, you may stay and the tenancy does not terminate.

If this violation occurs again within 6 months, you may not have an opportunity to cure.

If you have not paid this amount or moved out by the _____ day of _____, 20____, at _____ o'clock a.m./p.m. a lawsuit may be filed to evict you.

Signed: _____
(Landlord/Property Manager)

Landlord's Record of Service

Instructions: Serve a copy of this notice on the tenant. Immediately fill out this section to describe how service was accomplished. Complete all statements that apply. Keep the completed original.

Tenant acknowledges receipt of this notice on the _____ day of _____. _____
(Tenant's Signature)

This notice was personally served on _____ by the undersigned on _____.
(Name) (Date)

I attempted to make personal service on the tenant. I knocked on the door, but no one answered. I believed the tenant was absent, so I securely affixed the notice to the entry door of the premises.

This was done on the _____ day of _____, 20____ at _____ a.m./p.m.

Tenant was served by registered or certified mail. (I have retained the receipt.)

Date: _____ Signature: _____ Print Name: _____

Keep a copy of this notice.

SAMPLE
NOTICE TO TENANT
OF TERMINATION OF TENANCY FOR
NONPAYMENT OF UTILITIES
(Recurrence within six months)

To: _____
(Tenant)

(Date)

Re: _____
(Address of rental unit)

(City, State)

You are notified that you have again violated your rental agreement by failing to pay utility bills. This delinquency has caused the utility company to shut off the service to the rental property.

I have already notified you of another occurrence of this violation on the ____ day of _____, 20____, which is within the past six months. Therefore, per AS 34.03.220(e), you are notified that your tenancy is terminated THREE DAYS from the date you receive this notice, which means that you must move out by the ____ day of _____, 20____, at _____ o'clock a.m./p.m.

If you have not moved out by that time, a lawsuit may be filed to evict you.

Signed: _____
(Landlord/Property Manager)

Landlord's Record of Service

Instructions: Serve a copy of this notice on the tenant. Immediately fill out this section to describe how service was accomplished. Complete all statements that apply. Keep the completed original.

Tenant acknowledges receipt of this notice on the ____ day of _____, 20 ____ . _____
(Tenant's Signature)

This notice was personally served on _____ by the undersigned on _____.
(Name) (Date)

I attempted to make personal service on the tenant. I knocked on the door, but no one answered. I believed the tenant was absent, so I securely affixed the notice to the entry door of the premises.

This was done on the ____ day of _____, 20 ____ at _____ a.m./p.m.

Tenant was served by registered or certified mail. (I have retained the receipt.)

Date: _____ Signature: _____ Print Name: _____

Keep a copy of this notice.

SAMPLE
NOTICE TO TENANT
OF TERMINATION OF TENANCY FOR
VIOLATION OF AGREEMENT/LAW

To: _____
(Tenant) (Date)

Re: _____
(Address of rental unit)

(City, State)

You are notified that you have seriously violated your rental agreement with me or your duties under the law. The violation(s) is/are specifically as follows:

If you do not remedy the violation(s) listed above by: _____

(explanation of remedial action to be taken by tenant to correct violation)

within TEN DAYS of the date you receive this notice, your tenancy will terminate, and you must move. Failure to remedy the violations listed here will mean that you must move out by the ____ day of _____, 20____, at _____ o'clock a.m./p.m.

If you have not remedied the problem(s) and have not moved out by the date above, a lawsuit may be filed to evict you. If you remedy the problem(s) within ten days, you may stay.

If the same problem occurs again within 6 months, you may be given a notice to terminate the tenancy and you will not be given an opportunity to fix the problem.

Signed: _____
(Landlord/Property Manager)

Landlord's Record of Service

Instructions: Serve a copy of this notice on the tenant. Immediately fill out this section to describe how service was accomplished. Complete all statements that apply. Keep the completed original.

Tenant acknowledges receipt of this notice on the ____ day of _____, 20 _____. _____
(Tenant's Signature)

This notice was personally served on _____ by the undersigned on _____.
(Name) (Date)

I attempted to make personal service on the tenant. I knocked on the door, but no one answered. I believed the tenant was absent, so I securely affixed the notice to the entry door of the premises.

This was done on the _____ day of _____, 20____ at _____ a.m./p.m.

Tenant was served by registered or certified mail. (I have retained the receipt.)

Date: _____ Signature: _____ Print Name: _____

Keep a copy of this notice.

SAMPLE

**NOTICE TO TENANT
OF TERMINATION OF TENANCY FOR
INTENTIONAL DAMAGE TO DWELLING**

To: _____
(Tenant)

_____ (Date)

Re: _____
(Address of rental unit)

(City, State)

You have deliberately inflicted substantial damage (loss, destruction or defacement exceeding \$400) to the above premises as follows:

Therefore, you are hereby notified that your tenancy is terminated and you must move from the address listed above by the _____ day of _____, 20____ (not less than 24 hours after service of the notice), at _____ o'clock a.m./p.m. If you are not gone by that time, a lawsuit may be filed to evict you.

Signed: _____
(Landlord/Property Manager)

Landlord's Record of Service

Instructions: Serve a copy of this notice on the tenant. Immediately fill out this section to describe how service was accomplished. Complete all statements that apply. Keep the completed original.

Tenant acknowledges receipt of this notice on the _____ day of _____, 20____. _____
(Tenant's Signature)

This notice was personally served on _____ by the undersigned on _____.
(Name) (Date)

I attempted to make personal service on the tenant. I knocked on the door, but no one answered. I believed the tenant was absent, so I securely affixed the notice to the entry door of the premises.

This was done on the _____ day of _____, 20____ at _____ a.m./p.m.

Tenant was served by registered or certified mail. (I have retained the receipt.)

Date: _____ Signature: _____ Print Name: _____

Keep a copy of this notice.

SAMPLE

**NOTICE TO TENANT
OF INCREASE IN RENT**

To: _____
(Tenant)

_____ (Date)

Re: _____
(Address of rental unit)

(City, State)

You are notified that your rent will increase to \$ _____ per month effective on the rental due date at least 30 days from the date you receive this notice. Your rent is due on the _____ day of each month, so this increase will take effect on _____, 20____.

You may elect to either accept this increase or move. If you choose to move, you must provide me a written notice of termination of the tenancy at least 30 days prior to the rental due date when you plan to move.

Signed: _____
(Landlord/Property Manager)

Landlord's Record of Service

Instructions: Serve a copy of this notice on the tenant. Immediately fill out this section to describe how service was accomplished. Complete all statements that apply. Keep the completed original.

Tenant acknowledges receipt of this notice on the _____ day of _____, 20____. _____
(Tenant's Signature)

This notice was personally served on _____ by the undersigned on _____.
(Name) (Date)

I attempted to make personal service on the tenant. I knocked on the door, but no one answered. I believed the tenant was absent, so I securely affixed the notice to the entry door of the premises.

This was done on the _____ day of _____, 20____ at _____ a.m./p.m.

Tenant was served by registered or certified mail. (I have retained the receipt.)

Date: _____ Signature: _____ Print Name: _____

Keep a copy of this notice.

SAMPLE
NOTICE TO TENANT
OF TERMINATION OF TENANCY FOR
ILLEGAL ACTIVITY ON THE PREMISES OR
USE OF PREMISES FOR ILLEGAL PURPOSE

To: _____
(Tenant) (Date)

Re: _____
(Address of rental unit)

(City, State)

You have violated the law and/or your rental agreement by engaging in an illegal activity on the premises (such as prostitution, gambling, illegal activity involving a controlled substance) or by using the premises for an illegal purpose at the address listed above as follows:

Pursuant to AS 09.45.090(a)(2)(G), you are hereby notified that your tenancy is terminated on the _____ day of _____, 20____, at _____ o'clock, a.m./p.m. (which is not less than 5 days from the date of this Notice is served on you), and you must move from the premises not later than this date and time. If you have not moved by the date and time indicated on this notice, a lawsuit may be filed to evict you.

Signed: _____
(Landlord/Property Manager)

Landlord's Record of Service

Instructions: Serve a copy of this notice on the tenant. Immediately fill out this section to describe how service was accomplished. Complete all statements that apply. Keep the completed original.

- Tenant acknowledges receipt of this notice on the ____ day of _____, 20____. _____
(Tenant's Signature)
- This notice was personally served on _____ by the undersigned on _____.
(Name) (Date)
- I attempted to make personal service on the tenant. I knocked on the door, but no one answered. I believed the tenant was absent, so I securely affixed the notice to the entry door of the premises.
This was done on the _____ day of _____, 20____ at _____ a.m./p.m.
- Tenant was served by registered or certified mail. (I have retained the receipt.)

Date: _____ Signature: _____ Print Name: _____

Keep a copy of this notice.

Landlord's Security Deposit Offset Statement

To: _____
(Tenant)

(Address)

From: _____
(Landlord)

(Address)

This statement concerns the following premises:

Description: _____
(house, 4-plex, apartment building, trailer, trailer space, etc.)

Location: _____
(street address, apartment number, city and state)

This statement is made pursuant to AS 34.03.070(b). It accurately sets forth the amount of rent due and is an itemization of damages to the premises.

Date of tenant's departure from premises: _____

Amount of tenant deposit: \$ _____

Offset for rent due landlord \$ _____

Offset for damages to premises \$ _____

Itemize the offsets below: (attach continuation sheets as necessary)

TOTAL OFFSETS (if any) \$ _____

AMOUNT DUE TENANT, IF ANY (check enclosed) \$ _____

(Date)

Signature: _____
Print Title: _____

Instructions: Provide or serve a copy of this statement to tenant at checkout or thereafter, or mail to tenant's last known address within 14 days of tenant's departure. Immediately make a notation of service or mailing on the retained original and copies of this statement. Complete all that apply.

Tenant acknowledges receipt of this statement on _____.
(Date) (Tenant Signature)

This statement was personally served on _____ by the _____
(Name of Tenant)
undersigned on _____.
(Date)

This statement has been mailed to tenant at tenant's last known address which is set forth above. It was mailed on _____.

(Date)

Signature: _____
Print Name: _____

AS 34.03

The Uniform Residential Landlord and Tenant Act

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Chapter 34.03

UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT

Article 01

Purposes and Rules of Construction

Sec. 34.03.010. Purpose and construction.

(a) This chapter shall be liberally construed and applied to promote its underlying purposes and policies.

(b) The underlying purposes and policies of this chapter 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 that enact it.

Article 02

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.

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

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 the landlord by the tenant, acceptance of rent without reservation by the landlord gives the rental agreement the same effect as if it had been signed and delivered by the landlord.

(b) If the tenant does not sign and deliver a written rental agreement signed and delivered to the tenant 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) A rental agreement may not 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) or (c) of this section included in a rental agreement is unenforceable. If a landlord or tenant wilfully uses a rental agreement containing provisions known by the person to be prohibited, the other party may recover the amount of actual damages.
- (c) A rental agreement between a mobile home park operator and a mobile home park tenant may not

(1) deny a tenant of a mobile home park the right to sell the tenant's mobile home within the park or require the resident or tenant to remove the mobile home from the park solely on the basis of the sale of the mobile home, nor may the mobile home park operator make a rule or regulation to the same effect, except that, within 30 days of written notice by the tenant of intent to sell the mobile home to a specified buyer, the operator or owner of the mobile home park may refuse to allow a sale for the following reasons:

- (A) the mobile home is in violation of laws or ordinances relating to health, safety or welfare;
 - (B) the proposed buyer refuses to assume the same terms as are in the existing rental agreement;
- or

- (C) the proposed buyer does not have sufficient financial responsibility;
- (2) require a tenant to provide permanent improvements that become a part of the real property of the mobile home park owner or operator as a condition of tenancy in the mobile home park; however, the rental agreement may require the tenant to maintain existing conditions in the park;
- (3) require payment of any type of vendor or transfer fee either by a tenant in the mobile home park desiring to sell the tenant's mobile home to another party or by any party desiring to purchase a mobile home from a tenant in the park as a condition of tenancy; however, this paragraph does not prevent the owner or operator from applying normal park standards to prospective tenants before granting or denying tenancy or from charging a reasonable vendor or transfer fee for services actually performed if the tenant is notified in writing of the amount of those charges before agreeing to move into the park; or
- (4) require the prospective tenant to pay a fee to enter the mobile home park or a tenant to pay a fee to transfer the tenant's mobile home to another location outside the park; however, this paragraph does not prevent the owner or operator from charging a reasonable fee for services actually performed and if the tenant is notified in writing of the amount of those charges before agreeing to move into the park.

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 AS 34.03.100 (a).

Sec. 34.03.060. Sublease and assignment.

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

(b) The tenant's right to sublease the 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 the prospective occupant 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 the landlord 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 the tenant's 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 the landlord to the tenant within 14 days after a written offer has been delivered to the landlord by the tenant, the landlord's consent to the sublease or assignment shall be conclusively presumed.

Article 03 Landlord Obligations

Sec. 34.03.070. Security deposits and 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. This section does not apply to rental units where the rent exceeds \$2,000 a month.

(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 that the landlord has suffered by reason of the tenant's noncompliance with AS 34.03.120 . The accrued rent and damages must be itemized by the landlord in a written notice mailed to the tenant's last known address within the time limit prescribed by (g) of this section, together with the amount due the tenant. In this subsection, "damages"

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

(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 wilfully 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 either 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.

(g) If the landlord or tenant gives notice that complies with AS 34.03.290, the landlord shall mail the written notice and refund required by (b) of this section within 14 days after the tenancy is terminated and possession is delivered by the tenant. If the tenant does not give notice that complies with AS 34.03.290, the landlord shall mail the written notice and refund required by (b) of this section within 30 days after the tenancy is terminated, possession is delivered by the tenant, or the landlord becomes aware that the dwelling unit is abandoned. If the landlord does not know the mailing address of the tenant, but knows or has reason to know how to contact the tenant to give the notice required by (b) of this section, the landlord shall make a reasonable effort to deliver the notice and refund to the tenant.

Sec. 34.03.080. Disclosure.

(a) The landlord or a person authorized to enter into a rental agreement on behalf of the landlord 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.

(d) A mobile home park operator shall disclose fully in writing all capital improvements that will be required to be made by the tenant including but not limited to skirting or utility hook-ups, before entering into a rental agreement.

Sec. 34.03.090. Landlord to supply possession of the dwelling unit.

(a) At the commencement of the term the landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and AS 34.03.100. The landlord may, after serving a notice to quit under AS 09.45.100 - 09.45.105 to a person who is wrongfully in possession,

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

(2) recover the damages provided in AS 34.03.290.

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

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

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

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

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

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 the landlord;

(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;

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

(7) provide smoke detection devices and carbon monoxide detection devices as required under AS 18.70.095 .

(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), (6), and (7) of this section. A tenant may agree to perform the duties specified in (a)(3) of this section in rental units where the rent exceeds \$2,000 a month. They may also agree in writing that the tenant perform specified repairs, maintenance tasks, alterations, and remodeling, but the tenant may not agree to maintain elevators in good and safe working order. 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,

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

(2) the provisions of

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

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

(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 the person's management.

Sec. 34.03.115. [Renumbered as AS 34.05.025].

Article 04 Tenant Obligations

Sec. 34.03.120. Tenant obligations.

(a) The tenant

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

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

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

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

(6) may 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;

(7) shall maintain smoke detection devices and carbon monoxide detection devices as required under AS 18.70.095;

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

(9) may not unreasonably engage in conduct, or permit others on the premises to engage in conduct, that results in the imposition of a fee under a municipal ordinance adopted under AS 29.35.125.

(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 gambling or promoting gambling, 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.

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 the tenant of what the tenant must or must not do to comply;

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

(6) may 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;

(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 the 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, remove personal property belonging to the landlord that is not covered by a written rental agreement, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

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

(c) A landlord may not 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 intention to enter and may enter only at reasonable times and with the tenant's consent.

(d) The landlord does not have a right of access to the dwelling unit

(1) except

(A) as permitted by this section;

(B) by court order; or

(C) as permitted by AS 34.03.230 (b); or

(2) unless the tenant has abandoned or surrendered the premises.

Sec. 34.03.150. Tenant to use and occupy.

Unless otherwise agreed, the tenant shall occupy the 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 the absence will exceed seven days.

Article 05 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 AS 34.03.100 materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and specifying that the rental agreement will terminate upon a date not less than 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 that 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 the tenant's family, or other person on the premises with the tenant's consent.

(b) Except as provided in this chapter, the tenant may recover damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or AS 34.03.100 , 34.03.210, or 34.03.280.

(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 AS 34.03.070 .

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 AS 34.03.090 , 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.

(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 or AS 34.03.100 , 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) A tenant who proceeds under this section may not proceed under AS 34.03.160 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 the tenant's family, or other person on the premises with the tenant's 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 recoverable 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 the 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 AS 34.03.070 . 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 AS 34.03.070.

Article 06 Landlord Remedies

Sec. 34.03.220. Noncompliance with rental agreement: Failure to pay rent.

(a) Except as provided in this chapter,

(1) if the tenant or someone in the tenant's control deliberately inflicts substantial damage to the premises in breach of AS 34.03.120(a)(5), the landlord may deliver a written notice to quit to the tenant under AS 09.45.100 - 09.45.105 specifying the act constituting the breach and specifying that the rental agreement will terminate upon a date that is not less than 24 hours after service of the notice; 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;

(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 or other than noncompliance as to a utility service for which the provisions of (e) of this section apply, 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 omissions constituting the breach and specifying that the rental agreement will terminate upon a date not less than 10 days after service 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; in the absence of due care by the tenant, if substantially the same act or omission that constituted a prior noncompliance of which notice was given recurs within six months, the landlord may terminate the rental agreement upon at least five days written notice to quit 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 in full within seven 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. A landlord who has given written notice to the tenant under this subsection may accept a partial payment of the rent due under the rental agreement and extend the date for the eviction accordingly.

(c) Except as provided in this chapter, the landlord may recover actual damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or AS 34.03.120.

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

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

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

Sec. 34.03.225. 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:

(1) the mobile home dweller or tenant has defaulted in the payment of rent owed;

(2) the mobile home dweller or tenant has been convicted of violating a federal or state law or local ordinance, and that violation is continuing and is detrimental to the health, safety, or welfare of other dwellers or tenants in the mobile home park;

(3) the mobile home dweller or tenant has violated a provision, enforceable under AS 34.03.130, of the rental agreement or lease signed by both parties and not prohibited by law including rent and the terms of agreement; and

(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 tenants 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.

(b) A mobile home park operator may not evict a mobile home or a mobile home park dweller or tenant because of the age of the mobile home, except that a mobile home or a mobile home park dweller or tenant may be evicted if, when the mobile home was admitted to the mobile home park, a regulation of the mobile home park limiting the age of a mobile home in the mobile home park was in effect, the mobile home is sold after the age limitation has been exceeded, and the owner or tenant of the mobile home has failed to bring the unit into compliance with the life safety requirements of 24 CFR Part 3280. This does not prohibit eviction for violation of a provision enforceable under AS 34.03.130 that requires that a mobile home be in a fit and habitable condition.

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

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 AS 34.03.150 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 AS 34.03.140 . The landlord may reenter the dwelling unit and, if there is evidence that the tenant has abandoned the dwelling unit, unless the landlord and tenant have made a specific agreement to the contrary, the landlord may terminate the rental agreement.

(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 March 19, 1974.

(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) give notice to the tenant demanding 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 the landlord considers fit;

(2) if the tenant has left personal property that 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 the notice, the landlord shall indicate an 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 an 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 the tenant 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 the landlord's safekeeping.

(d) The landlord is not liable in damages in an action by a tenant claiming loss by reason of the landlord's storage, destruction, or disposition of property under this section. A landlord who deliberately or negligently violates the provisions of this section is liable for actual damages and penal damages of an amount not to exceed actual damages.

(e) A public sale authorized under this section shall be conducted under AS 09.35.140 . 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 the control of the landlord due to energy conditions, or as permitted in this chapter.

Sec. 34.03.285. Service of process upon tenant.

In an action for possession under this chapter, the summons and complaint shall be served under the provisions of Rule No. 85 of the Rules of Civil Procedure. A continuance may not be granted plaintiff or defendant except for good cause shown.

Article 07

Periodic Tenancy, Holdover and Abuse of Access

Sec. 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 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 under (a) or (b) of this section, the landlord may, after serving a notice to quit to the tenant under AS 09.45.100 - 09.45.105, 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, AS 34.03.020 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, the landlord 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, the tenant shall give written notice to the landlord at least 10 days before the date specified in the notice.

Article 08 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 AS 34.03.100 ;
- (2) sought to enforce rights and remedies granted the tenant under 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 AS 34.03.210 and has a defense in an action against the tenant for possession.

(c) Notwithstanding (a) and (b) of this section, after serving a notice to quit to the tenant under AS 09.45.100 - 09.45.105, 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 that 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 the rental agreement;
- (4) the landlord seeks in good faith to recover possession of the dwelling unit for personal purposes;
- (5) the landlord seeks in good faith to recover possession of the dwelling unit for the purpose of substantially 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.

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

- (1) has become liable for a substantial increase in property taxes, or a substantial increase in other maintenance or operating costs not associated with compliance 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 that 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 the 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 AS 34.03.160 (b).

Article 09 General Provisions

Sec. 34.03.320. Obligation of good faith.

Every duty under this chapter and every act that 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 the interest of a purchaser;

(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, 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;

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

Sec. 34.03.335. Proof of certain property damage claims.

In an action initiated by a party to recover damages or to obtain other relief to which a party may be entitled under this chapter, a premises condition statement and contents inventory prepared under AS 34.03.020(e) is presumptive evidence of the condition of the premises and its contents at the commencement of the term of the period of occupancy covered by the rental agreement between the parties. Unless its authenticity is rebutted by clear and convincing evidence by the party against whom the statement and contents inventory is offered, the statement and contents inventory may be offered by a party, without additional supporting evidence, as the basis on which to compute the recovery of damages to which the party may be entitled under this chapter.

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, the landlord 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 AS 34.03.080. The designation shall be in writing and filed with the commissioner of community and economic development. 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 community and economic development, but the service upon the commissioner 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 the last ascertainable address of the defendant or respondent. 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. 34.03.345. Mediation and binding arbitration.

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

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

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 the tenant's personal belongings in it and has been absent for a continuous period of seven days or longer without giving notice under AS 34.03.150 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 issued 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) "illegal activity involving alcoholic beverages" means a person's delivery of an alcoholic beverage in violation of AS 04.11.010 (b) in an area where the results of a local option election have, under AS 04.11.491, prohibited the Alcoholic Beverage Control Board from issuing, renewing, or transferring a liquor license or permit under AS 04;

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

(8) "illegal activity involving gambling or promoting gambling" means a violation of

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

(B) AS 11.66.210 or 11.66.220;

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

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

(11) "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 AS 34.03.080;

(12) "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;

(13) "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; the term

includes a mortgagee in possession;

(14) "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;

(15) "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;

(16) "prostitution" means an act in violation of AS 11.66.100 ;

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

(18) "rental agreement" means all agreements, written or oral, and valid rules and regulations adopted under AS 34.03.130 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises;

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

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

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

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

Sec. 34.03.370. Applicability.

After March 19, 1974, this chapter applies to any rental agreement, lease, or tenancy entered into, extended, or renewed by the payment of rent on or subsequent to that date.

Sec. 34.03.380. Short title.

This chapter may be cited as the "Uniform Residential Landlord and Tenant Act."

AS 09.45.070 -
09.45.140

Forcible Entry
and
Detainer

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AS 09.45.070 - 09.45.140

Forcible Entry and Detainer

Sec. 09.45.070. Action for forcible entry or detention.

(a) When a forcible entry is made upon a premises, or when an entry is made in a peaceable manner and the possession is held by force, the person entitled to the premises may maintain an action to recover the possession.

(b) [Repealed, § 1 ch 73 SLA 1966].

Sec. 09.45.080. Undertaking on appeal. [Repealed, § 4 ch 10 SLA 1974].

Sec. 09.45.090. Unlawful holding by force.

(a) For property to which the provisions of AS 34.03 (Uniform Residential Landlord and Tenant Act) 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 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 if the rent is not paid, the tenant or person in possession fails or refuses to vacate or pay the rent within seven days;

(2) when,

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

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

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

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

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

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

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

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

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

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

(1) when, for failure or refusal to pay rent due on the lease or agreement under which the tenant or person in possession holds, after service, under AS 09.45.100 (c), of demand made in writing by the

landlord for the possession of the premises if the rent is not paid, the tenant or person in possession fails or refuses to vacate or pay the rent due within seven days;

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

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

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

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

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

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

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

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

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

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

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

Sec. 09.45.100. Notice to quit.

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

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

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

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

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

(1) delivered to the tenant or person;

(2) left at the premises in case of absence from the premises; or

(3) sent by registered or certified mail.

Sec. 09.45.105. Content of notice to quit.

Notice to quit served upon the tenant or person in possession must

(1) state

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

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

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

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

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

Sec. 09.45.110. Time when action to recover possession may be brought.

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 possession of the dwelling unit or rental premises by force, as determined under AS 09.45.090 .

Sec. 09.45.120. Summons and continuance.

Summons in actions for forcible entry and detainer shall be served not less than two days before the date of trial. A continuance may not be granted for a longer period than two days unless the defendant applying for the continuance gives an undertaking to the adverse party, with sureties approved by the court conditioned to the payment of the rent that may accrue if judgment is rendered against the defendant.

Sec. 09.45.130. Action against persons paying rent in advance.

The service of a notice to quit upon a tenant or person in possession does not authorize an action to be maintained against the tenant or person for the possession of the premises until the expiration of the period for which that tenant or person may have paid rent for the premises in advance. To authorize an action against a tenant or person in possession who has paid rent in advance, a notice must be given at least 10 days before the date the rent is due again in case of a month-to-month tenancy or at least three days before in the case of a week-to-week tenancy.

Sec. 09.45.135. Action against tenant occupying premises abated as nuisance.

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

Sec. 09.45.140. Agricultural tenant.

When the leasing or occupation is for the purpose of farming or agriculture, the tenant or person in possession shall, after the termination of the lease or occupancy, have free access to the premises to cultivate and harvest or gather any crop or produce of the soil planted or sown by the tenant or person before the service of the notice to quit.

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