

THE ALASKA LANDLORD & TENANT ACT

what it means to you





This publication summarizes landlord and tenant rights and obligations under Alaska law. In accordance with Alaska Statute (AS) 44.23.020(b)(8) it has been approved by the Alaska Department of Law.

WARNING

Landlords and tenants should read and familiarize themselves with the Alaska Uniform Residential Landlord and Tenant Act (AS 34.03.010–34.03.380) prior to taking any action affecting their own or others' rights. The Alaska Landlord and Tenant Act is not included in this publication but is available for reference at your local law library or from the [Alaska Department of Law website](#). This publication is not landlord and tenant law and should not be used in court as evidence or as a reference to the law.

The Alaska Landlord and Tenant Act may be amended by the state legislature. If you use this publication after 2024, it is advisable to check with your nearest Legislative Information Office to find out whether the law has been amended.

Except as otherwise noted, this publication does not address federal law that may apply to landlords and tenants.

2024

Table of Contents

The Landlord & Tenant Act: what it means to you	1
What housing is covered by the Act?.....	1
Definitions	2
Moving In	3
Get a written agreement:.....	3
The agreement should include:.....	3
Late charges.....	4
Resolving disputes.....	4
Understanding the agreement.....	4
What to watch out for:.....	4
Standard form agreements.....	5
Illegal provisions in the contract.....	5
Special rules for mobile home rentals.....	6
Unsigned or undelivered agreements.....	6
What is a lease?.....	6
What is a security deposit?.....	7
Where are deposits kept?.....	7
When can deposits be applied to unpaid rent or damages, or returned to the tenant?.....	8
When there's a new owner.....	8
Do a walk-through.....	8
Living by the landlord's rules.....	9
Enforcing the rules.....	9
Changing the rules.....	9
What if the landlord or tenant changes their mind?.....	10
When is discrimination illegal?.....	10
Living In a Rental Property	12
The landlord's responsibilities.....	12
Property maintenance.....	13
Limited exceptions to landlord's responsibilities.....	14
Tenant remedies.....	15
Remedies for landlord's noncompliance in general.....	15
Housing codes.....	16
Discrimination during the tenancy.....	17
Tenant responsibilities.....	17
The Landlord and Tenant Act provides that the tenant:.....	17
Landlord remedies.....	19
If the landlord needs to get in.....	19
The lowdown on locks.....	20

Can the landlord raise the rent?.....	21
Fire or casualty damage.....	21
Condemned premises.....	22
Moving prior to the end of a lease.....	22
Subleasing.....	22
Lawful reasons for denial.....	23
Moving Out.....	24
Give plenty of notice!	24
How much notice is enough?	24
Notice is notice	25
How to deliver notice.....	25
Cleaning up and clearing out.....	25
Damages	26
Returning the deposit.....	27
When the landlord keeps the deposit.....	27
Termination of tenancy.....	28
Termination for late rent	28
Termination for deliberate infliction of substantial damage to the premises	29
Termination for illegal activity on the premises	29
Termination for failure to pay utility bills.....	29
Termination for breach of duties.....	29
Landlord's termination of rental agreement by choice.....	30
Termination of mobile home tenancies.....	30
Termination for absence or abandonment	31
When is it abandonment?.....	31
Abandoned belongings.....	32
Holding a public sale.....	32
Serving notices to quit.....	33
Foreclosure problems	34
Tenant protections after foreclosure	34
Lockouts, utility shutoffs and threats.....	35
Subsidized housing.....	36
Retaliation by the landlord	36
When it's NOT retaliation.....	36
If the tenant does not move.....	37
How FED cases work.....	37
When a problem arises	38
Follow these suggestions:.....	38
Where to go for help	39

Sample Notice Forms	41
NOTICE TO LANDLORD OF TERMINATION OF MONTH-TO-MONTH TENANCY	42
NOTICE TO LANDLORD OF TERMINATION OF WEEK-TO-WEEK TENANCY.....	43
NOTICE TO LANDLORD OF DEFECTS IN ESSENTIAL SERVICES.....	44
NOTICE TO LANDLORD OF NEED FOR REPAIR AND DEDUCTION FROM RENT.....	45
NOTICE TO LANDLORD OF TERMINATION OF TENANCY FOR VIOLATION OF RENTAL AGREEMENT OR LAW	46
NOTICE TO TENANT OF TERMINATION OF MONTH- TO-MONTH TENANCY (NOTICE TO QUIT).....	47
NOTICE TO TENANT OF TERMINATION OF WEEK- TO-WEEK TENANCY (NOTICE TO QUIT)	48
NOTICE TO TENANT OF TERMINATION OF TENANCY FOR NONPAYMENT OF RENT.....	49
NOTICE TO TENANT OF TERMINATION OF TENANCY FOR NONPAYMENT OF UTILITIES.....	50
NOTICE TO TENANT OF TERMINATION OF TENANCY FOR VIOLATION OF AGREEMENT/LAW	51
NOTICE TO TENANT OF TERMINATION OF TENANCY FOR INTENTIONAL DAMAGE TO PREMISES	52
NOTICE TO TENANT OF TERMINATION OF TENANCY FOR ILLEGAL ACTIVITY ON THE PREMISES OR USE OF PREMISES FOR ILLEGAL PURPOSE.....	53
NOTICE TO TENANT OF INCREASE IN RENT OF MONTH-TO-MONTH TENANCY	54
LANDLORD'S SECURITY DEPOSIT OFFSET STATEMENT	55

THE LANDLORD & 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 fail to pay the rent.

This publication briefly explains your responsibilities as a landlord or a tenant in Alaska under the Uniform Residential Landlord and Tenant Act (AS 34.03.010-34.03.380, the “Landlord and Tenant Act”). Except as otherwise noted, this publication does not address federal law that may apply to landlords and tenants.

Sample forms, such as notices to quit, etc., begin on page 41. These are only samples; you are not legally required to use them. Any form of notice that complies with the Landlord and Tenant Act will be legally effective.

What housing is covered by the Act?

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 hostels, hotels or motels, Airbnbs, temporary housing at a shelter or supportive housing program, or any type of commercial property.¹ It does not apply to guests or squatters staying in a residence without paying rent. The Landlord and Tenant Act applies to “roommate” arrangements provided that all roommates are on the lease, or the landlord has consented to the tenant subleasing to roommates (see section on [“Subleasing”](#) pg. 22)

Tenants who receive a government housing subsidy, who live in a government housing project, or who live in properties with federally backed mortgages may have rights in addition to those provided by state law. Except as noted, this publication does not cover those issues. Such tenants should check their lease agreements and may also wish to consult with the U.S. Department of Housing and Urban Development (HUD), the Alaska Housing Finance Corporation (AHFC) or an attorney for specific advice.

¹ AS 34.03.330.

DEFINITIONS

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

Rental Unit 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 a person subleasing a property to a sublessee.²

Property Manager: an individual authorized by the landlord to manage the property. A property manager who manages five or more residential units must be licensed to practice real estate in Alaska.³ The identity of a property manager must be disclosed in writing to the tenant, otherwise the property manager may be liable as though they were the landlord.⁴ This can include a resident property manager who resides on the property.

Tenant: any of the people who rent the rental unit, including sublessees. A person who stays for free is not a tenant.

Damages: money claimed by, or ordered to be paid to, a person as compensation for loss or injury. Some examples are the amount claimed by the landlord from the tenant's security deposit based on the damages the landlord has incurred because of the tenant's failure to comply with the obligations imposed under the Landlord and Tenant Act; 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 as prepaid rent and/or to secure payment for property damage. Security deposits are held in trust by the landlord or property manager until the tenant moves out and are then returned to the tenant or applied to damages and/or unpaid rent with an accounting to the tenant explaining how the deposit was used.

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 and occupancy of the rental unit.⁵

Lease: a rental agreement for a specified rental unit for a specified time period.

² AS 34.03.360(11).

³ AS 08.88.161; AS 08.88.900.

⁴ AS 34.03.080.

⁵ AS 34.03.360(19).

Forcible Entry and Detainer (“FED”): a lawsuit filed in court by a property owner to evict a person from the property. These cases often involve landlords evicting tenants but may also involve property owners evicting trespassers or squatters.

For precise legal definitions of many of the terms used in the Landlord and Tenant Act see AS 34.03.360.

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. If the agreement is for a specific time period, it is typically referred to as a “lease.”

The agreement should include:

- the name and address of any person authorized to manage the premises;
- the name and address of the 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;
- the name and address of the tenant(s);
- how many people and pets are to occupy the rental unit;
- the amount to be paid for rent and deposits;
- who holds the deposit;
- reasons the deposit or a portion of it may be retained by the landlord;
- when, where, and how the rent is to be paid;
- when the rent is considered delinquent, and whether there will be a penalty or fee for late payment;
- whether this is a month-to-month tenancy or a lease with a definite time period;
- who pays for utilities and what services are provided;
- a list of landlord and tenant repair and maintenance duties and who pays for them;



- rules on subleasing the rental unit;
- a premises condition statement and contents inventory;
- disclosure of lead-based paint as applicable for rental units built prior to 1978 (as required by the federal Environmental Protection Agency, see 40 C.F.R. § 745); and
- any additional rules, covenants, and regulations in place.

If the rental agreement does not cover any of these topics, default provisions contained in the Landlord and Tenant Act may apply. For example, if the landlord and tenant do not reach agreement about the amount of rent to be paid before the tenant moves in, the rent is assumed to be the fair market value for rent of the rental unit.

Late charges

The Landlord and Tenant Act does not state whether landlords may assess late charges when the rent is late or fees when a check is returned for insufficient funds. It may be legal 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. Remember, no automatic late charge or NSF fee is legally enforceable unless it has been agreed upon beforehand. Also, even if the late fees are enforceable, a tenant cannot be evicted for failure to pay late fees if the tenant is current on rent payments.

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, including who will pay for the mediator or arbitrator's services.⁶

Understanding the agreement

Rental agreements are normally prepared by the landlord or the property manager. 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. Rental agreement terms will be enforceable unless they are prohibited by the Landlord and Tenant Act.

What to watch out for:

Rental agreements **cannot**:⁷

- require the tenant or the landlord to waive any legal rights under the Landlord and Tenant Act;

⁶ AS 34.03.345. The Alaska Court System has recently created a free [mediation program for eviction disputes](#). More information about this program is available from the Alaska Court System online at or by calling 907-264-0883.

⁷ AS 34.03.040.

- permit the landlord to get an “automatic” court judgment against the tenant (called a “confession of judgment”);
- require the tenant to agree to pay the landlord’s attorney fees;
- limit the liability of landlords or tenants when either has failed to meet their responsibilities;
- make the tenant liable for rent even if the landlord fails to maintain the premises as required by law;⁸ or
- allow the landlord to take the tenant’s personal belongings.⁹

Standard form agreements

Some standard form rental agreements available online 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 illegal provisions already listed, any of the following statements should be removed from the agreement before signing it:

- agreement that the landlord or property manager can enter the rental unit 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 the tenant’s right to get the deposit back (for example “automatic” fees or “nonrefundable” deposits); 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 that are not removed from an agreement are not enforceable, even if both parties sign.

⁸ AS 34.03.050; AS 34.03.100(a).

⁹ AS 34.03.250.

Special rules for mobile home rentals

Absent very specific exceptions, agreements between mobile home park operators and mobile home park tenants may **not**.¹⁰

- prohibit the tenant from selling or transferring his or her mobile home;
- charge the tenant a fee for selling or transferring his or her mobile home;
- require the mobile home tenant to provide permanent improvements to mobile home park property;
or
- charge a fee to let the tenant set up or move a mobile home into or out of the mobile home park.

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.¹¹ Park operators may specify the type of equipment required but cannot require that it be purchased from the park operator, or from a particular supplier or company.¹²

Unsigned or undelivered agreements

Once the rental 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 from the tenant.¹³

What is a lease?

A lease is a rental agreement that specifies how long the tenant will stay in the rental unit. 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 rental unit can be subleased or re-rented earlier. The landlord has an obligation to advertise the property and make reasonable attempts to find a new tenant. (See sections on "Moving prior to the end of a lease" pg. 22 and "subleasing" pg. 22.)

¹⁰ AS 34.03.040(c).

¹¹ AS 34.03.080(d).

¹² AS 34.03.130(c).

¹³ AS 34.03.030(a) and (b).

There may be times, however, when the tenant may move before the end of the lease and not be responsible for the rent for the remainder of the lease. (See section on "[Tenant remedies](#)" pg. 15.)

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 rental unit, or does not clean up properly when he or she leaves.

Except for rental units renting for more than \$2,000 per month, security deposits and prepaid rent may not total more than two months' rent.¹⁴ A landlord may require an additional deposit, of up to one more month's rent, as security against damages caused by pets other than service animals.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 rental unit.

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 if it would be impractical to bank the money, for example in rural Alaska.) A trust account can be any separate savings or checking account labeled "trust account" and used only for deposits and prepaid rent. The landlord or property manager should give the tenant a written receipt whenever the tenant pays a deposit or prepays rent. The landlord cannot mix prepaid rent and security deposit funds with other money. Although a landlord can keep the security deposits and prepaid rent from several tenants in a single account, each tenant's funds are to be accounted for separately, and may not be refunded to another tenant, or applied to another tenant's rent or damage obligations.

The additional "pet deposit" noted above is to be accounted for separately from the regular security deposit or prepaid rent and can be applied only to the amount of damage directly related to the pet.¹⁷

¹⁴ AS 34.03.070(a).

¹⁵ AS 34.03.070(h). A service animal is an animal individually trained to do work or perform tasks directly related to and for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. AS 34.03.070(i). Note that the Federal Fair Housing Act also prohibits charging a pet deposit for a service animal or a support animal, which includes animals that provide therapeutic emotional support for individuals with disabilities.

¹⁶ AS 34.03.070(c).

¹⁷ AS 34.03.070(h).

When can deposits be applied to unpaid rent or damages, or returned to the tenant?

Deposits can only be applied to unpaid rent or damages, or returned to the tenant, at the termination of the tenancy. Neither landlords nor tenants can use deposits to cover unpaid rent or damages while the tenancy is still ongoing. For example, if a landlord holds a security deposit in the amount of one month's rent, and the tenant fails to pay rent for a month, the tenant cannot demand that the landlord apply the security deposit to that month's rent and allow the tenant to remain in the rental unit. The landlord would have the right to terminate the tenancy for failure to pay rent. After the tenant moves out, the tenancy would be over, and the landlord could then apply the security deposit to the unpaid last month's rent.

When there's a new owner...

When rental housing is sold, a new owner is responsible for refunding any security deposits and prepaid rent that may be owed to the tenants who move out after the ownership is transferred.¹⁸ Therefore, a buyer of rental property should make sure that the previous owner transfers all deposits and prepaid rent along with the property. If the previous owner makes a proper transfer of these funds and notifies the tenants of the sale of the rental unit, he or she is relieved of further responsibility. If not, the previous owner will still be responsible to the tenants for deposits and prepaid rent, even though the new owner is **also** responsible.¹⁹

Do a walk-through

The landlord and tenant should do a walk-through and document the condition of the rental unit when the tenant moves in. A walk-through generally has two parts:

- a “premises condition statement” describing the condition of the rental unit; and
- a “contents inventory” itemizing any furnishings and describing their condition.

Ordinarily, the landlord prepares the draft premises condition statement and contents inventory, then the landlord and tenant walk through the premises together, writing down any additional damaged areas (such as scratches or burns), and then both landlord and tenant sign and date the revised version and keep a copy. But if the landlord does not prepare it, the tenant should do so, sign it, keep a copy, and give the original to the landlord for signature.

An accurate and thorough premises condition statement helps protect the interests of both landlords and tenants. 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.

If the landlord is agreeing to make repairs or changes, the landlord and tenant should make another list showing which items the landlord has agreed to repair or change, and the date the work should be done (a common limit is ten days). This list should be signed and dated by the landlord before move-

¹⁸ AS 34.03.070(f).

¹⁹ AS 34.03.110(a).

in, and signed and dated by the tenant when the work has been completed. Again, everyone should keep a copy.

If either landlord or tenant refuses to cooperate in doing a walk-through, that is not a good sign. It may be a reason to reconsider whether to enter into a rental agreement at all, if no rental agreement is signed yet. However, landlords or tenants who have already entered into a rental agreement, or who do not have better options, can document the condition of the premises and furnishings on move-in with date-stamped photos and/or videos if the other party will not participate in a walk-through.

Living by the landlord's rules

Nearly every landlord has rules that tenants must live by.

The law requires the landlord to notify the tenant of the rules before the tenant enters into the rental agreement, and to prominently post a copy of the rules on the premises where it can be seen by everyone living there.²⁰ These rules should include any homeowner association or condo 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 rental unit.

The rules must be reasonable, must apply to all tenants equally, and must be clearly defined so the tenants know exactly what they must or cannot do.

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.

Landlords cannot make rules that allow them to avoid their 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" pg. 24](#))

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 pets will no longer be allowed on the premises. However, the landlord may change the rules if generally consistent with the lease agreement by giving the tenant advance notice of the change.

²⁰ AS 34.03.130(a).

If the tenancy is month-to-month, the landlord may make more substantial changes to the rules, but only after giving the tenant written notice at least thirty days before the rent 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 rent due date and move out.

What if the landlord or tenant changes their mind?

Once the tenant and the landlord make a rental agreement, it is binding and enforceable against both parties even if the tenant has not yet moved in.

If the tenant decides not to move in after all, the tenant is still responsible for paying rent. In a month-to-month tenancy, the tenant is only responsible for one month's rent, or prorated rent on a day-to-day basis until someone else rents the rental unit, whichever is less. For a lease with a longer term, the tenant is liable for the full term of the lease unless the landlord re-rents the rental unit earlier. The landlord must make a reasonable effort to re-rent the rental unit as soon as possible, at a fair rental price.²¹

However, if the tenant refuses to move in because the landlord misrepresented the condition of the rental unit, or the unit is not in fit and habitable condition, 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 tenant to move in, the tenant is not liable for rent until the tenant can actually move in. Alternatively, the tenant may cancel the agreement with ten days advance written notice to the landlord and get any security deposits or prepaid rent back. Or the tenant may sue the landlord and ask the court to order the landlord to comply with the rental agreement and allow the tenant to move in.²²

Tenants who are denied possession may also sue the landlord and any person wrongfully living there for damages. Similarly, tenants who move into a unit and discover that it is not in fit and habitable condition may move out and sue for damages, provided that they act promptly to notify the landlord in writing and move out after discovering the problem. If the landlord's refusal to allow the tenants to move in, or the landlord's failure to supply fit and habitable premises, is willful and in bad faith, the tenants may sue for 1½ times their actual damages.²³

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

²¹ AS 34.03.230(c).

²² AS 34.03.170(a).

²³ AS 34.03.170(b). Actual damages are costs the tenant incurred as a result of not being able to move in on time. These may include things like finding and renting alternative housing while waiting to get into the premises, or costs of storing the tenant's household goods while waiting to get into the premises.

also illegal to refuse to rent to someone because of marital status or change in marital status.²⁴ A landlord may not even make an inquiry regarding the tenant's status in any of these areas.²⁵

It is a violation of federal law to refuse to rent on the basis of a disabling disease that 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 properties 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.²⁶ 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 that 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 or her 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, or to make a complaint, contact:

Alaska State Commission for Human Rights

1901 Bragaw Street, Suite 300

Anchorage, AK 99508

Phone: (907) 274-4692

Fax: (907) 278-8588

Complaint Hot Line: (800) 478-4692 (toll free)

Website: <https://humanrights.alaska.gov/>

Email: hrc@alaska.gov

²⁴ 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).

²⁵ AS 18.80.240(3).

²⁶ A.M.C. 05.20.020.

U. S. Department of Housing and Urban Development

3000 C Street, Suite 401
Anchorage, AK 99503
Phone: (907) 677-9800
Fax: (907) 677-9803
TTY: (907) 677-9825

Website: <https://www.hud.gov/fairhousing/fileacomplaint>

Or your municipality may have an equal rights commission you can contact. In Anchorage, contact:

Anchorage Equal Rights Commission

632 W. 6th Avenue, Suite 110
Anchorage, AK 99501
Phone: (907) 343-4342
TTY/TDD: Dial 711 for Alaska Relay Services
Fax: (907) 249-7328
Website: www.muni.org/departments/aerc
Email: aerc@muni.org

You can also contact the [Alaska Legal Services' Fair Housing Project](#) at 1-855-679-FAIR (3247).

LIVING IN A RENTAL PROPERTY

The landlord's responsibilities

The law requires that the landlord or property manager must:

- give the tenant a copy of any written rental agreement;
- abide by the lawful terms of the agreement;
- notify the tenant of any rules applying to the premises that are not included in the rental agreement;
- keep the tenant informed of any change in the landlord's or property manager'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 the premises in a fit and habitable condition (See section on "Property maintenance" pg. 13);
- give adequate notice of any rent increase or change in the rules;
- 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 unpaid rent, damages and the cost of repair within the time limit required by law.

Property maintenance

The Landlord and Tenant Act provides that the landlord must:²⁷

- (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;²⁸
- (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 rental 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, with limited exceptions as noted below.
- (6) if requested by the tenant, provide and maintain locks and furnish keys reasonably adequate to ensure safety of the tenant's person and property; and
- (7) provide and replace smoke and carbon monoxide detection devices.²⁹

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

- doors, windows, roofs, 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 that 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 and prevent excessive growth of mold;



²⁷ AS 34.03.100(a).

²⁸ Including the removal of snow and ice from common areas. *Coburn v. Burton*, 790 P.2d 1355 (Alaska 1990).

²⁹ The tenant has the duty to test smoke and carbon monoxide detectors and replace the batteries as needed.

- enough garbage cans or dumpsters to provide an adequate and safe trash removal service;
- extermination service if roaches, rats, mice, bedbugs or other pests infest the building or rental unit;
- 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 and carbon monoxide detection devices.³⁰

Limited exceptions to landlord’s responsibilities

The landlord’s duty to supply running water, hot water and heat can be changed if:

- (1) heat and hot water are supplied by a direct public utility connection through an installation that, due to the building’s construction, is under the exclusive control of the tenant; or
- (2) there is no well or water provided by a direct public utility connection and the rental agreement specifically states that the tenant is waiving the landlord’s duty to supply running water or hot water.³¹

There is also a limited exception for “dry cabins.” If the rental is a single-family residence located in an undeveloped rural area, or where public sewer or water service has never been connected, and where no private system for running water, hot water, sewage, or sanitary facilities was in place at the start of the tenancy, the landlord is not liable for failing to provide those services.³²

If the rental is a one- or two-family residence, wherever located, the landlord and tenant can agree in writing that the tenant perform the landlord’s duties for waste removal, running water, hot water, heat, locks and keys, and provision of smoke and carbon monoxide detection devices. The agreement can also provide that the tenant perform specified repairs, maintenance tasks, alterations, and remodeling (except for elevators). In rentals where the rent exceeds \$2,000 per month, the duty-shifting agreement can also cover electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen, and other facilities and appliances. All such agreements have to be entered into in good faith, and not for the purpose of evading the obligations of the landlord.³³

If the rental is a two-family residence, the above agreements are permissible, but must be in a writing separate from the lease, must be supported by adequate consideration (meaning the tenant must get reasonable value in exchange for taking on those duties), and cannot diminish or affect the obligation of the landlord to any other tenant in the building. Also, the landlord may not treat performance of the tenant’s duties under that separate agreement as a condition of the rental agreement itself.³⁴

³⁰ AS 18.70.095.

³¹ AS 34.03.100(a)(5).

³² AS 34.03.100(b).

³³ AS 34.03.100(c).

³⁴ AS 34.03.100(c), (d), (e). This means that the landlord cannot evict the tenant for failing to perform under the separate agreement. Instead, the landlord would have to resolve that dispute with the tenant in the same way as if the landlord had made the agreement with someone who is not a tenant—i.e., by suing for breach of contract.

If the rental is larger than a two-family unit, duty-shifting agreements are more limited. The landlord and tenant can agree that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling, but the tenant cannot assume the landlord's duties for waste removal, running water, hot water, heat, locks and keys, or provision of smoke and carbon monoxide detectors. Like the agreements for two-family residences, the agreement must be in good faith, must not be for the purpose of evading the duties of the landlord, must be in a separate written agreement, must be supported by adequate consideration, and the tenant's duties cannot be treated as a condition of the rental agreement itself.³⁵

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.*³⁶ If there is material noncompliance by the landlord with the rental agreement or noncompliance with the Landlord and Tenant Act that materially affects health and safety, the tenant may terminate the tenancy and move. The tenant must first give the landlord written notice describing the problem and stating that if the problem is not fixed within ten days from receipt of the notice, the tenant will move in not less than twenty days. If the problem is fixed within ten days, the tenancy does not terminate. Note that the problem must be one that "materially affects health and safety"—purely aesthetic problems, minor annoyances, and technical violations are not grounds to terminate the tenancy under the landlord's general duty to maintain the premises.

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 tenancy is terminated, the landlord must return or apply and account for all prepaid rent or security deposits recoverable by the tenant. Tenants may not terminate a tenancy for problems they themselves, or their guests, have caused. Tenants also may not terminate a tenancy for inconsequential or minor violations of the Landlord and Tenant Act that do not affect health or safety.

2) *The tenant may obtain damages or injunctive relief.*³⁷ A tenant may sue in court for damages or obtain injunctive relief requiring the landlord to come into compliance with the rental agreement or the Landlord and Tenant Act. If the total amount at issue is less than \$10,000 the tenant may sue for damages in small claims court. For larger claims, or requests for injunctive relief, the tenant should see an attorney. The tenant may sue for damages regardless of whether or not the tenant terminates the tenancy as described above.

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, hot water, sewer, electricity or plumbing), the tenant has several other alternative remedies. Prior to taking

³⁵ AS 34.03.100(d), (e).

³⁶ AS 34.03.160(a).

³⁷ AS 34.03.160(b).

one of the remedies, a tenant must give the landlord a written notice stating the problem and the remedy the tenant plans to take. Again, none of these remedies are available if the tenant, or the tenant's guest, caused the problem.

1) *The tenant may make repairs or obtain substitute services, 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 or obtain substitute services and deduct the actual and reasonable expenses from the next month's rent.³⁸ (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 to justify the amount deducted from rent.

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.³⁹

3) *The tenant may obtain damages.* In some cases, when the problem is really serious, it may reduce the rental value of the rental unit. If this happens, the tenant may sue, or in an action by the landlord for possession or unpaid rent, the tenant may defend and counterclaim based on the diminution in the fair rental value of the rental unit.⁴⁰ Finally, if the landlord deliberately turned off an essential service or utility in order to force the tenant out of the rental unit, the tenant may sue to recover possession of the premises or alternatively terminate the tenancy, and recover up to 1 ½ times the tenant's actual damages.⁴¹

Housing codes

The primary purpose of housing codes is to protect the health and safety of the people who live in houses and apartments. Not every violation of a housing code constitutes a violation of the landlord's duty to maintain habitability. However, often violations of housing codes will also impact the habitability of the premises, and the failure to comply with the housing code will also amount to a failure to comply with the landlord's duties under the Landlord and Tenant Act.

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

Alaska has a statewide fire code, but does not have a statewide housing code. Many communities do have local codes. To learn more about housing codes in your community, or to report housing code violations or substandard living conditions, contact your local city, municipal, or borough government.

³⁸ AS 34.03.180(a)(1). For example, if the heating system in the rental unit fails, the tenant could pay for a repair or purchase suitable space heaters and deduct the cost of the repair or of the space heaters from the rent.

³⁹ AS 34.03.180(a)(3).

⁴⁰ AS 34.03.180(a)(2), AS 34.03.190.

⁴¹ AS 34.03.210.

Discrimination during the tenancy

As discussed above, landlords may not discriminate against tenants on a variety of bases, including sex, race, religion, national origin, color, physical or mental disability, or pregnancy. These types of discrimination can arise after the landlord has agreed to rent to the tenant and the tenant moves in. For example, it could be illegal discrimination for the landlord to raise the rent for a tenant who becomes pregnant but not for any other tenants in the building. Sexual harassment can also be a form of sex discrimination that arises after a tenant has moved in. Tenants with questions regarding discriminatory conduct, or to make a complaint, should contact the offices listed on pages 11 and 12, above.

Tenant responsibilities

The Landlord and Tenant Act provides that the tenant:⁴²

- (1) shall keep the part of the premises occupied and used by the tenant as clean and safe as the condition of the premises permits;
- (2) shall dispose of all ashes, rubbish, garbage, and other waste from the rental unit in a clean and safe manner;
- (3) shall keep all plumbing fixtures in the rental 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 and carbon monoxide detection devices by regularly testing and replacing batteries in them as needed;
- (8) may not 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. However, in an emergency when the landlord cannot be contacted after reasonable effort to do so, the tenant may change the locks and provide the landlord with a set of keys to all doors for which locks have been changed and written notice of the change within five days;
- (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 (fees imposed on owners of residential property when the police are called to the property an excessive number of times in a year);

⁴² AS 34.03.120(a).

(10) may not allow the number of persons occupying the premises to exceed the number allowed by the rental agreement, by applicable law, or by a covenant limiting the landlord's use of the premises (such as condominium rules).

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;
- 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 shared with the landlord or other tenants);⁴³
- 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 rental unit's smoke and carbon monoxide detectors are working by testing them periodically and changing the batteries as needed;⁴⁴
- give adequate notice before moving out;
- move out when the rental agreement ends (unless the landlord agrees to extend the term or to continue the tenancy on a month-to-month basis); and
- clear the premises of possessions and clean the premises when moving out.

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.⁴⁵

If a different method of payment is not agreed upon when the tenant moves in, it is assumed that the rent will be collected at the rental unit.⁴⁶

If the tenant rents monthly, the rent is due every month on the day of the month that the tenancy began, unless otherwise agreed.⁴⁷ Thus, if the tenant moves in on the 8th, the rent is due on or before

⁴³ AS 34.03.100; *Coburn v. Burton*, 790 P.2d 1355, 1357–58 (Alaska 1990).

⁴⁴ AS 18.70.095(b)(2).

⁴⁵ AS 34.03.020(c).

⁴⁶ AS 34.03.020(c).

⁴⁷ AS 34.03.020(c).

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. Specific reasons for termination of tenancy, and the notice requirements and timelines for each, are discussed further in the [“Termination of tenancy”](#) section below (pg. 28.)

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 pg. 46 for specific notice requirements).

If the tenant refuses to move out after the landlord has given proper notice of termination of the tenancy, the landlord may begin eviction proceedings in court, discussed further in [“How FED cases work”](#) below (pg. 37). The landlord may *not* force the tenant out by changing locks, shutting off utilities, or through other “self-help” tactics.

If the landlord has suffered money damages as a result of the tenant’s breach of his or her duties, for example if the tenant has damaged the rental unit or is behind on rent, the landlord can recover those damages from the tenant. In most cases, the landlord can recover those damages by withholding them from the tenant’s security deposit or prepaid rent collected when the tenant moved in. (See [“When the landlord keeps the deposit”](#) pg. 27) However, if the damages are more than the amount of the deposit, the landlord can sue the tenant to recover the excess in court. If the tenant has refused to move out, this can happen as part of the eviction case (See [“How FED cases work”](#) pg. 37). If there is no eviction case, the landlord can file a stand-alone lawsuit for the damages. If the total damages are less than \$10,000, the landlord may sue in small claims court.

If the landlord needs to get in

A landlord may enter the premises only to:⁴⁸

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

⁴⁸ AS 34.03.140(a).

In these situations, the landlord must give the tenant 24 hours notice, say what time he or she 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.

The only time a landlord may enter the premises without permission is when:

- it is not reasonably possible to give twenty-four hours advance notice under the circumstances;
- the tenant has been gone from the rental unit more than seven days without notice; or
- there is an emergency (such as smoke, water, or explosion).

Tenants CANNOT unreasonably refuse to allow the landlord to enter. If the tenant does so, the landlord can get a court order requiring that the tenant let the landlord in. The landlord may also sue for actual damages or one month's rent, whichever is greater, or terminate the tenancy with a 10-day notice.⁴⁹

The landlord CANNOT abuse the right to request entry or use it to harass tenants.⁵⁰

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 10-day written notice from the tenant to the landlord is required.⁵¹

The lowdown on locks

Tenants can insist that the landlord repair or replace the locks if the residence is not secure.⁵²

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.⁵³

⁴⁹ AS 34.03.300(a).

⁵⁰ AS 34.03.140.

⁵¹ AS 34.03.300(b).

⁵² AS 34.03.100(a)(6).

⁵³ AS 34.03.120(a)(8).

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 thirty days notice before the increase takes effect in a month-to-month tenancy.

Tenants then have two choices:

- they can agree to pay the new 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 rental unit at a higher rate.

A landlord should, therefore, notify tenants of any rate increase at least thirty 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 the tenancy.

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 a 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 rental unit is substantially damaged or destroyed by fire or other casualty (such as an earthquake or a flood), the tenant has two options.⁵⁴

First, the tenant can immediately move out, notify the landlord, and stop paying rent. The tenancy terminates when the tenant moves out.

After the tenant moves, the landlord must return any recoverable deposit and prepaid rent to the tenant. Rent is pro-rated as of the day of the casualty and any prepaid rent for the rest of the month must be returned to the tenant.

Second, if only a part of the rental unit is damaged and it is lawful for the tenant to continue to live there, the tenant may choose to stay in the rental unit and just move out of the damaged part. The rent will be reduced to an amount that reflects the fair rental value of the undamaged part of the rental unit, again pro-rated to the date of the casualty.

⁵⁴ AS 34.03.200.

Condemned premises

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 living in the rental unit. Unless the landlord agrees in writing, the tenant CANNOT simply have someone else “take over” the lease.

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, a noncompliance with AS 34.03.100 (the landlord’s duty to maintain the premises) materially affecting health and safety, or the landlord abuses the right of access, the tenant can move (after giving twenty days written notice), unless the landlord corrects the problem within ten days;⁵⁵ or
- if the landlord agrees to allow the tenant to sublease the rental unit (See “[Subleasing](#),” below).

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 rental unit can be re-rented earlier. The landlord is responsible for making a good faith effort to re-rent the rental unit and may not charge the original tenant rent after the rental unit is re-rented, or for any time during which the landlord does not make a reasonable, good faith effort to rent the rental unit.

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

Subleasing

Subleasing is only allowed if the landlord agrees. If a tenant re-rents a rental unit (or a room in the unit) to another person without first getting the landlord’s consent, the tenant remains fully liable on the lease and the new person acquires no rights as a tenant. So, for example, if the new person pays rent to the tenant, and the tenant keeps the money and fails to pay the rent to the landlord, the landlord can terminate the tenancy for non-payment of rent and the new person will have to move out.⁵⁶

⁵⁵ AS 34.03.160(a).

⁵⁶ AS 34.03.220(f). The new person may have a claim against the tenant, however.

If a rental agreement allows subleasing, the tenant may identify one or more people 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, age⁵⁷, and present address;
- occupation, current employment, and name and address of employer;
- how many people will live with the prospective occupant;
- two credit references (or two appropriate people who can confirm the financial responsibility of the prospective occupant); and
- names and addresses of all landlords of the prospective occupant for the past three years.

Once given this information, the landlord has fourteen days to approve or deny the request.⁵⁸ No answer within fourteen days is the same as consent, and the tenant can go ahead and sublease. The prospective tenants may be rejected only for certain specific reasons, listed below, and the landlord cannot unreasonably refuse to consent.

Lawful reasons for denial

If the landlord decides not to allow the sublease, the landlord must provide written notice to the tenant. The only legal reasons are:⁵⁹

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

If the landlord refuses to consent to the sublease, but does not give one of these reasons, the tenant can either go ahead with the sublease or terminate the lease and move out.

If the choice is to move, the tenant must act promptly after getting the denial, and give a written notice to the landlord thirty days in advance of the 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(d).

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 rental unit. Whether you are the landlord or the tenant, be sure that when this happens, your notice to terminate the tenancy is **in writing**.

When terminating a tenancy where both parties are in compliance with the law and rental agreement,⁶⁰ the notice must be in writing and state the date the tenancy will end, which must be at least 30 days before the next rental due date.

The notice from the landlord to the tenant must additionally include a notice that if the tenant continues to occupy the rental unit after the termination of the tenancy, the landlord may sue to evict the tenant.⁶¹

How much notice is enough?

When a landlord or tenant with a month-to-month tenancy wants to terminate the tenancy, the law requires written notice at least thirty days before the rental due date specified as the termination date in the notice. If a party wants to terminate the tenancy between rental due dates, the notice must be delivered on or before the rental due date which falls at least thirty days before the move-out date.⁶²

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 additional rental period or until the rental unit is re-rented, whichever is less.⁶³

(Again, this does not apply to situations where one party is terminating the tenancy due to the other party's breach of the law or rental agreement).

Tenants who do not give proper notice may also experience a delay in getting back their deposit. (See section on ["Returning the deposit" pg. 27](#))

⁶⁰ For information regarding terminating a tenancy based on breach of the landlord's or tenant's duties, see the sections on Landlord's remedies pg. 19 and Tenant's remedies pg. 15.

⁶¹ AS 34.03.290 (b) and AS 09.45.105.

⁶² AS 34.03.290(b).

⁶³ AS 34.03.230(c).

If the tenant pays rent weekly, not monthly, the party wishing to terminate the tenancy must give the other party written notice at least fourteen days before the termination date specified in the notice.⁶⁴ For example, a week-to-week tenant wishing to move on July 26 must give notice by July 12.

Notice is notice

When the tenant gives notice terminating the tenancy, but 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 1½ times actual damages.⁶⁵

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

How to deliver notice

The way notice is delivered is very important. A landlord's notice to quit to a tenant should be delivered personally if possible. If the tenant is absent or refuses to accept personal delivery, the landlord may post the notice on the door to the premises. Alternatively, the landlord may deliver the notice 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, and must add three days to the notice period before the landlord can begin an eviction action.⁶⁶

However notice is delivered, it is important that the landlord complete and retain the Record of Service at the bottom of the notice. If the tenant does not move and must be evicted, it will be important in the FED action to show that notice was delivered according to law (see section on "Serving notices to quit" pg. 33, for more information).

The requirements for tenants' notices to landlords are less specific. A tenant may hand deliver or mail a notice to the landlord to the address where rent is paid. If sending notice by mail, it is a good idea, although not legally required, for the tenant to send the notice by registered or certified mail. It is not yet decided whether email or text message notice satisfies the legal requirement of a written notice to the landlord, so tenants should hand deliver or mail notices when possible. However, it may be appropriate if email or text is the normal way in which the landlord and tenant communicate, the tenant can confirm receipt of the notice, and the tenant does not have a mailing address or physical address for the landlord.

Cleaning up and clearing out

A wise tenant will start to clean up well before moving day. In general, tenants are expected to keep and leave the premises as clean as the condition of the premises permits, including bathtubs, toilets, stoves, refrigerators, and all other fixtures and appliances.⁶⁷ In particular, if the carpets were professionally cleaned immediately before the tenancy began, the landlord can insist that the tenant

⁶⁴ AS 34.03.290(a).

⁶⁵ AS 34.03.290(c).

⁶⁶ AS 09.45.100; AS 09.45.090(c).

⁶⁷ AS 34.03.120(a).

have the carpets professionally cleaned at move-out.⁶⁸ Other cleaning responsibilities may be listed in the rental agreement or lease, or in the landlord's posted rules.

Damages

Once the cleaning is complete, it is a good idea for the landlord and tenant to do a "walk-through", noting any damages that were not there when the tenant moved in. Both should sign a report of the walk-through and keep a copy. (See ["Returning the deposit" pg. 27](#)) Although not legally required, this type of walk-through and report is a good idea to avoid disputes regarding return of the security deposit.

Tenants cannot be charged for damages caused by "normal wear and tear."⁶⁹ "Normal wear and tear" means deterioration that occurs from the intended use of the rental unit and without negligence, carelessness, accident, misuse or abuse of the premises or contents by the tenant, members of the tenant's household, or the tenant's guests and invitees.⁷⁰ Landlords and tenants frequently disagree about what constitutes normal wear and tear, 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.
- Dry cleaning draperies and washing walls are major cleaning tasks that typically cannot be charged against a tenant's security deposit if the tenant fails to perform these tasks at the termination of the tenancy, unless the tenant dirtied them beyond normal wear and tear (for example, if the tenant's child drew on the walls in permanent ink). Withholding a tenant's security deposit for such tasks would be holding a tenant responsible for normal wear and tear, in violation of the Landlord and Tenant Act.⁷¹
- Painting the walls, repairing holes in the carpet, and replacing curtains or blinds 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 tenant's guest. The landlord may keep enough of the deposit to repair such damage.

If the tenant has purposefully destroyed the landlord's property (by throwing a rock through the window or smashing the furniture, for example), and it costs more than \$250 to fix, the tenant may be guilty of criminal mischief and could face imprisonment and fines, and still have to pay the landlord for the damage.

⁶⁸ AS 34.03.120(c).

⁶⁹ AS 34.03.070(b); AS 34.03.120(c).

⁷⁰ AS 34.03.070(j).

⁷¹ AS 34.03.120(c), AS 34.03.070(b).

Returning the deposit

If the tenant has given proper notice of moving out, the landlord must provide a written, itemized list of accrued rent deducted from the security deposit along with any refund due to the tenant within fourteen days of the date the tenancy is terminated and possession is delivered by the tenant.⁷² However, the landlord has thirty days if costs are deducted for damages caused by the tenant beyond normal wear and tear. The landlord also has thirty days if the tenant fails to give proper notice of moving out, in which case the thirty days are counted from when the tenant actually moves out or the landlord becomes aware the rental unit is abandoned, whichever is later. If the landlord willfully fails to comply with these requirements, the tenant may recover up to twice the amount withheld by the landlord.

The itemized list and refund may be hand-delivered or mailed to the tenant's last known address. Tenants can help ensure receipt of the itemized list and refund by providing the landlord with a current mailing address. If the landlord does not know the current 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.

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 wear and tear; and
- the rent is paid.

Otherwise, the landlord has the right to keep all or part of the security deposit to cover these costs. The landlord must provide the tenant with an itemized statement of any deductions.

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 the landlord must try to re-rent the rental unit as soon as possible and may only hold the tenant liable for rent during the time the rental 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 rental unit as clean and safe as the condition of the premises permits,⁷³ the tenant has fulfilled his or her legal obligation, and the landlord has no cleaning expenses that can properly be charged against the deposit.

If the tenant has caused such serious damages, or is so far behind in rent, that the security deposit does not cover the landlord's actual damages, the landlord can sue the tenant to recover the excess. However, under no circumstances may the landlord seize property belonging to the tenant to satisfy rent or to cover damages.⁷⁴

⁷² AS 34.03.070.

⁷³ AS 34.03.120(a)(1).

⁷⁴ 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 or health problems cannot be evicted. This is not true.

The term “eviction” is often used interchangeably to refer to the landlord’s action in ending a tenancy and a court order requiring that the tenant move. When the Landlord and Tenant Act speaks of the landlord’s action as “terminating the tenancy,” it is important to remember that either the landlord or the tenant can terminate the tenancy by giving the proper notice. Terminating the tenancy does not give the landlord the right to forcibly remove a tenant who has not moved out, as this can only be done by a court. (See [“How FED cases work” pg. 37](#))



There are several different sets of circumstances under which a landlord may terminate a tenancy based on a breach of the tenant’s duty. (Voluntary termination of a month-to-month tenancy when neither party is in breach of their duties is addressed above in [“Moving Out” pg. 24](#)). Some problems can be cured by the tenant, allowing the tenant to stay. Others cannot. In each case, a written “notice to quit” is required. Sample notice to quit forms for each of these situations are included at the end of this publication.

Termination for late rent

A seven-day written notice to quit is required to terminate a tenancy when a tenant is behind on rent. The notice must state the total correct amount of rent to be paid by the tenant. The notice must tell tenants that they have the choice of paying or moving, and that failure to pay or move may result in an eviction action in court.⁷⁵

If the rent is paid before seven full days are up, then the tenant may stay. This is true even if tenant owes late fees under the rental agreement—the tenant can only be evicted for failure to pay *rent*, not for failure to pay late fees. The tenant will still owe these fees to the landlord but cannot be evicted for failure to pay them.

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.⁷⁶

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 notice to quit for a specific period of time or begin the eviction process all over again.⁷⁷

Some properties may be subject to a federal law requiring thirty days advance notice before termination of tenancy for non-payment of rent. This federal law generally applies to properties benefiting from federal subsidies (such as “Section 8” vouchers) or federally-backed mortgages (such

⁷⁵ AS 09.45.105.

⁷⁶ AS 34.03.220(b).

⁷⁷ AS 34.03.240.

as VA or HUD mortgages). To determine whether your property is covered by these federal laws, review the [Alaska Court System's Form CIV-731-1](#) available at courthouses.

Termination for deliberate infliction of substantial damage to the premises

A minimum 24-hour, and maximum 5-day, written notice must be given to terminate a tenancy when the tenant or someone “in the tenant’s control” intentionally causes more than \$400 damage to the landlord’s property.⁷⁸

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 engages in, or allows a household member or guest to engage 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.⁷⁹ Note that this provision does not apply to mere possession of illegal drugs or alcohol on the premises.⁸⁰

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 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 the problem.⁸¹

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 breached the tenant’s responsibilities under the Landlord and Tenant Act (such as disturbing other tenants with too much noise or failing to maintain the rental unit) so seriously that the health and safety of others are endangered. Minor or inconsequential violations of the rental agreement or Landlord and Tenant Act are not grounds for the landlord to terminate the tenancy.

If the problem is corrected before expiration of the notice period, the tenant may stay.⁸² However, if the tenant violates the rental agreement in substantially the same way more than once in a six-month

⁷⁸ AS 34.03.220(a)(1).

⁷⁹ AS 34.03.220(a)(1) allows notice of twenty-four hours to five days; the corresponding statute in the F.E.D. laws, AS 09.45.090(a)(2)(G), specifies five days.

⁸⁰ AS 34.03.360(6) and (7).

⁸¹ AS 34.03.220(e).

⁸² AS 34.03.220(a)(2).

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 fixable, such as a pattern of behavior by the tenant that has a significant impact on the other tenants or leaves the other tenants frightened for their safety. In such situations, the tenant is obligated to leave by the end of the 10-day period.⁸³

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 rental unit.⁸⁴

Landlord's termination of rental agreement by choice

A thirty-day written notice is required when the landlord wishes to terminate a month-to-month tenancy for general reasons.⁸⁵

This notice must be delivered thirty days before the next rental due 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 fourteen days in advance of the move out date.

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

While most renters can have their tenancies terminated at will upon expiration of their lease or on thirty days' notice, the law says that mobile home park tenants can be evicted from the park **only** for these reasons:⁸⁶

- the tenants are behind in space rent and don't pay even after receiving a seven-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; or⁸⁷

⁸³ *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).

⁸⁴ AS 34.03.300(a).

⁸⁵ AS 34.03.290.

⁸⁶ AS 34.03.225; *Osness v. Dimond Estates, Inc.*, 615 P.2d 605, 607-08 (Alaska 1980).

⁸⁷ This can include a termination if the mobile home is not in a fit and habitable condition. However, the termination cannot be based solely on the age of the mobile home, unless (1) the age limit was already in effect when the mobile home was moved into the park, (2) the mobile home has been sold after the age limitation is exceeded, and (3) the owner or tenant of the mobile home has not brought the mobile home into compliance with certain life safety

- there is to be a change in the use of the land on which the park is located. (This last reason is subject to several limitations. The notice has to be at least 270 days, or longer if a local municipal ordinance sets a longer period, and the termination date cannot be earlier in the year than May 1, nor later than October 15.)

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

Termination for absence or abandonment

According to the Landlord and Tenant Act, 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 or she will actually be gone for more than a week, the tenant must notify the landlord as soon as possible.⁸⁸ 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 1½ times the actual damages caused by their absence.⁸⁹

When tenants are gone, the landlord may enter the rental unit only if there is an emergency or with the tenant's 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 rental unit for reasonable repairs, inspections, or to show the rental unit.⁹⁰

When is it abandonment?

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

- the tenant is behind on rent; and
- the tenant has left behind his or her personal belongings in the rental unit, 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.⁹¹

When a rental unit 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 rental unit at fair rental value, the former tenant is obligated to pay rent 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.⁹² If the landlord does not make a good

requirements specified in part 3280 of Title 24 of the Code of Federal Regulations. AS 34.03.225(b).

⁸⁸ AS 34.03.150.

⁸⁹ AS 34.03.230(a).

⁹⁰ AS 34.03.140; AS 34.03.230(b).

⁹¹ AS 34.03.360(1).

⁹² AS 34.03.230(c).

faith effort to re-rent the unit, then the tenancy is considered terminated on the date the landlord becomes aware of the abandonment.

Abandoned belongings

If a tenant moves out or abandons a rental unit leaving personal belongings behind, the landlord must notify the tenant:⁹³

- where the property is being stored;
- that the tenant has a minimum of fifteen days to remove the property (the time period may be lengthened at the discretion of the landlord); 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 if of sufficient value;
- 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, or the items do not sell at a public sale.

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 rental unit, storage charges may not exceed the rent. If the property is held at a commercial storage company, the landlord may charge the tenant for the actual moving and storage costs.⁹⁴

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.⁹⁵

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.⁹⁶ Landlords in this situation may wish to consult an attorney.)

⁹³ AS 34.03.260.

⁹⁴ AS 34.03.260(b).

⁹⁵ AS 34.03.260(e); AS 09.35.140.

⁹⁶ AS 34.45.110 *et seq.*

A tenant cannot make claims against a landlord who has fairly exercised the landlord's rights regarding abandoned property. However, when a landlord deliberately or negligently violates the law governing abandoned property, the tenant may sue for up to twice his or her actual damages.⁹⁷

Serving notices 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;
- posting the notice at the rental unit (typically on the door) when the tenant is absent from the premises or refuses to accept personal delivery; or
- sending the notice by registered or certified mail.⁹⁸ However, if sent by registered or certified mail, the landlord must add three days to the timeframes to fix a problem or move out to allow time for the mail to reach the tenant.⁹⁹

A Notice to Quit must:¹⁰⁰

- be in writing;
- say why the tenancy is being terminated (except 30-day notices terminating month-to-month tenancies);
- 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 nonpayment of rent, or 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 rental unit 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.

⁹⁷ AS 34.03.260(d).

⁹⁸ AS 09.45.100.

⁹⁹ AS 09.45.090(c).

¹⁰⁰ AS 09.45.105.

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 terminating the tenancy;
- 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. Unless the tenant receives written confirmation from the landlord releasing the Notice to Quit, the tenant must proceed as though the Notice to Quit is still in force. 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.

Landlords and tenants may also consider using the Alaska Court System's Eviction Diversion Program to try to resolve their dispute with a mediator before going before a judge. For more information on this program, see pages 37 and 39.

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.

Tenants who find themselves in this situation may wish to consult an attorney. The attorney may be able to set up an arrangement 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.

Tenant protections after foreclosure

Federal law,¹⁰¹ applicable to state eviction proceedings, requires a new owner who takes title to residential property through foreclosure to honor existing leases until the end of the lease term.

There are three exceptions to this rule:

- (1) The new purchaser of the foreclosed property wants to occupy the foreclosed property as a personal residence before the end of the lease term;
- (2) There are less than ninety days left to the end of the lease term; or

¹⁰¹ Protecting Tenants at Foreclosure Act, Title VII of S. 896, Pub. L. No. 111-22, § 701-704 (2009) (codified at 12 U.S.C. §§ 5201 note, 5220 note and 42 U.S.C. 1437f).

(3) if the existing lease on the foreclosed property is a month-to-month tenancy or tenancy at will.

In each of these cases, the owner must provide the tenant at least ninety days' notice to terminate the tenancy.

Section 8 voucher tenants have additional protections. When there is a Section 8 tenancy, the new owner takes the property subject to the Section 8 voucher recipient's lease and the Section 8 Housing Assistance Payments (HAP) contract. The new owner may only terminate the lease if the new owner intends to live in the unit as a primary residence and gives the tenant at least ninety days' notice.

These exceptions will not apply if the new owner failed to give the tenants notice of the foreclosure, in which case the new owner takes ownership subject to the existing leases.¹⁰² Like other situations in which a rental property is sold, unless the prior landlord/seller has transferred the security deposits to the new owner/buyer, the prior landlord/seller remains liable for the security deposits. If the lender or foreclosure buyer opts to continue the tenants' leases despite the foreclosure, or fails to give the tenants notice of the foreclosure, then the lender or foreclosure buyer becomes the new landlord and therefore becomes liable for the deposits.

Lockouts, utility shutoffs 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 rental unit 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 these rights.¹⁰³

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 1½ times actual damages.¹⁰⁴

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 should properly refuse to remove a tenant without a court order.¹⁰⁵

¹⁰² See *In re Wise*, 120 B.R. 537 (Bankr. D Alaska 1990).

¹⁰³ AS 34.03.040(a)(1).

¹⁰⁴ AS 34.03.210.

¹⁰⁵ 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, and you are entitled to at least thirty days' notice before termination of tenancy for nonpayment of rent. 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 about the landlord's failure to perform the landlord's responsibilities;
- the tenant seeks to enforce his or her legal rights under the Alaska Landlord and Tenant Act;¹⁰⁶
- 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 retaliate against the tenant by:

- raising the rent;
- decreasing services (such as shutting off utilities); or
- starting or threatening to start an eviction proceeding against the tenant.¹⁰⁷

If a tenant is subject to illegal retaliation, the tenant can terminate the tenancy and move out, or defend against an eviction and stay, and in either case, sue for up to 1½ times the tenant's actual damages.¹⁰⁸

When it's NOT retaliation

An eviction proceeding is not considered illegal retaliation if the landlord (in good faith) acts because:¹⁰⁹

- the tenant is behind in rent;
- the landlord needs the rental unit vacant to make repairs needed to meet code requirements;

¹⁰⁶ Claims for compensation for personal injuries are not protected by the anti-retaliation statute, *Helfrich v. Valdez Motel Corp.*, 207 P.3d 552 (Alaska 2009).

¹⁰⁷ AS 34.03.310(a); *Vinson v. Hamilton*, 854 P. 2d 733, 736 (Alaska 1993).

¹⁰⁸ AS 34.03.310(b); AS 34.03.210.

¹⁰⁹ AS 34.03.310.

- the tenant is using the rental unit for illegal activity;
- the landlord wants to use the rental unit for something other than a residential dwelling for at least six months or for personal purposes;
- the landlord wants to substantially remodel or demolish the rental unit; or
- the property is being sold and the new owner intends it for personal use, intends to substantially remodel or demolish it, or intends to change it from rental use to another use for at least six months.

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

- a recent sizable increase in taxes or the cost of maintaining the property (not including the cost of repairing something because of the tenant’s complaint);
- that similar rental units are being rented for a higher rate or, if there are no similar rental units, the proposed rent does not exceed the fair rental value of the rental unit; or
- that the true costs of major improvements made to the property are being passed on to all tenants fairly and equally.

If the tenant does not move

If the tenant has not moved out 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 unit by force or by locking out the tenant. The court refers to most eviction suits by landlords as “Forcible Entry and Detainer” (FED) cases.

An eviction order can have collateral consequences for a tenant beyond just having to move out of the rental unit. Eviction orders appear online on the court system’s website, and future landlords may refuse to rent to tenants with evictions on their records. Also, a recent eviction is a disqualifying factor for many rental assistance programs and vouchers.

As an alternative to eviction proceedings, the Alaska Court System has recently (as of 2024) launched an eviction diversion program to assist landlords and tenants to resolve their disputes without need for eviction orders. Landlords and tenants should consider participating in this program in advance of an eviction hearing. More information about this program is available from the [Alaska Court System](#) online or by calling 907-264-0883.

How FED cases work

The Alaska Court System publishes an informational booklet “[Eviction: Information for Landlords and Tenants about Forcible Entry and Detainer \(F.E.D.\) Actions](#)” that is available in courthouses. Landlords and tenants who are not represented by attorneys should familiarize themselves with the contents of that booklet. More information about the process for unrepresented parties is also available on the [court system’s website](#).

A short summary of the process is as follows. The landlord files his or her claim with the court. The tenant receives a complaint and summons to appear at an eviction hearing. The tenant also has twenty days to file an answer to the complaint.

There will be two hearings. The first hearing, which will usually be held before the tenant's written answer is due, is to decide who gets possession of the rental unit. The second hearing, which will be scheduled by the court for a date after the first hearing, is to determine whether the landlord or the tenant owes the other any money (this may not be necessary if neither party is claiming to be owed money). At the second hearing both the landlord 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 fifteen days after the case has been filed in court. The summons must be served on the tenant no less than two days before the day of the hearing.¹¹⁰

At the hearing, both the landlord and the tenant will have an opportunity to tell their side of the story to the judge. The landlord and tenant can raise defenses and counterclaims to the complaint at that time. Although the judge will not order the landlord or the tenant to pay the other money, in an eviction for failure to pay rent, the judge may determine that the landlord actually owes the tenant more money than the amount of unpaid rent and allow the tenant to remain in the unit. This can occur when the landlord has badly breached the duty to maintain the premises in fit and habitable condition, seriously abused the right of access, or the landlord has failed to provide essential services for an extended period of time.¹¹¹ There is no right to a jury trial at the possession hearing.¹¹²

If the judge finds in favor of the tenant, the tenant will be allowed to stay and the landlord may have to pay the tenant's attorney fees if the tenant was represented.

If the judge finds in favor of the landlord, 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 landlord can get a writ of assistance from the court that will permit the police to assist in the eviction. In addition, the tenant may have to pay the landlord's fees for filing the eviction lawsuit and the landlord's attorney fees if the landlord was represented.

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,¹¹³ which means that all actions must be taken in an honest, reasonable and forthright manner.

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. Take photographs or videos if helpful to document the condition of the premises.

¹¹⁰ Alaska R. Civ. P. 85(a)(2).

¹¹¹ AS 34.03.190; Chilton-Wren v. Olds, 1 P.3d 693 (Alaska 2000).

¹¹² Vinson v. Hamilton, 854 P.2d 733, 737 (Alaska 1993).

¹¹³ AS 34.03.320.

- 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 rental units is a business, and as in any business, both parties should conduct themselves in a fair, honest manner.

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

If serious problems arise that cannot be resolved between the landlord and tenant in good faith, it is always advisable to see a lawyer.

Where to go for help

- For more information about landlord/tenant and other housing and legal issues, visit the [Alaska Law Help website](#).
- For more information on court procedures for evictions, including additional sample forms, see the [Alaska Court System’s website](#). Additional forms, including the informational booklet “[Eviction: Information for Landlords and Tenants about Forcible Entry and Detainer \(F.E.D.\) Actions](#)” are available from the Alaska Court System.
- The Alaska Court System’s website also contains information regarding the [Eviction Diversion Program](#). This program offers free mediation to landlords and tenants to help them resolve their disputes without going to court. This program is available either before or after an eviction lawsuit is filed. Parties can [sign up to participate](#) online or by calling 907-264-0883.
- For limited, specific questions, the Alaska Landlord Tenant Helpline is staffed by volunteer attorneys every Monday-Thursday from 6pm to 8pm. The toll-free number to call from anywhere in Alaska is 855-743-1001.
- Low-income tenants may call Alaska Legal Services Corporation (ALSC) for help. If your landlord is trying to evict you, be sure you mention the eviction when you call ALSC. You can call the Anchorage ALSC office at (907) 272-9431 or (888) 478-2572. ALSC also has several local offices. As of 2024, these are in Bethel, Bristol Bay, Fairbanks, Juneau, Kenai, Ketchikan, Kodiak, Kotzebue, Nome, Palmer, Utqiagvik and Wasilla. Contact information for the local offices is available from [ALSC’s web page](#). For information about [free legal clinics and hotlines offered by ALSC](#) can be found on their website.
- If you need a lawyer but do not qualify for Alaska Legal Services, you may call the [statewide lawyer referral service](#) in Anchorage at (907) 272-0352 or toll-free from anywhere in Alaska at (800) 770-9999, or send an email to LRS@alaskabar.org. You will have to pay for lawyers referred through this service.
- To file a claim for damages of \$10,000 or less without a lawyer, you can file in Small Claims Court. See the clerk or magistrate at your local courthouse to get a copy of court forms and the Alaska Small Claims Handbook, or go to the [Alaska Court System’s website](#).

- To report a licensed property manager who has violated the law, or an unlicensed individual unlawfully acting as a property manager, contact the [Alaska Real Estate Commission](#) at (907) 269-8124 or by email at investigations@alaska.gov. This office only investigates licensing issues and does not investigate disputes between tenants and properly licensed property managers.
- To file a complaint regarding illegal discrimination, contact the [Alaska State Commission for Human Rights](#). The Commission's statewide complaint hot line is (907) 274-4692 or 800-478-4692, or you can file a complaint online. Some communities also have an Equal Rights Commission that investigates discrimination complaints in that community. In Anchorage, you can make a complaint by calling 907-343-4342, or by email at aerc@muni.org.
- To make a complaint about disability-based discrimination, you can contact the [Disability Law Center of Alaska](#) at (800) 478-1234 or, in Anchorage, at (907) 565-1002.
- You can also file a complaint regarding illegal housing discrimination, and other complaints regarding violations of federal housing laws, by calling the [HUD \(U.S. Department of Housing and Urban Development\)](#) Alaska office at (907) 677-9800 or (877) 302-9800 (toll free), HUD's nationwide complaint hotline at 1-800-669-9777 (or TTY: 1-800-877-8339).
- For more information about fair housing laws, or if you believe you have been the victim of housing discrimination, you can contact [Alaska Legal Services Corporation's Fair Housing Project](#) by calling 1-855-679-FAIR (3247).
- For information regarding homelessness prevention programs, housing assistance, and similar services in your community, call 2-1-1 or 1-800-478-2221 or email Alaska211@ak.org.

SAMPLE NOTICE FORMS

These are only samples, you are not legally required to use them. Any form of notice that complies with the Landlord and Tenant Act will be legally effective.

Notices to landlords or property managers

NOTICE TO LANDLORD OF TERMINATION OF MONTH-TO-MONTH TENANCY	42
NOTICE TO LANDLORD OF TERMINATION OF WEEK-TO-WEEK TENANCY.....	43
NOTICE TO LANDLORD OF DEFECTS IN ESSENTIAL SERVICES.....	44
NOTICE TO LANDLORD OF NEED FOR REPAIR AND DEDUCTION FROM RENT.....	45
NOTICE TO LANDLORD OF TERMINATION OF TENANCY FOR VIOLATION OF RENTAL AGREEMENT OR LAW	46

Notices to tenants

NOTICE TO TENANT OF TERMINATION OF MONTH- TO-MONTH TENANCY (NOTICE TO QUIT).....	47
NOTICE TO TENANT OF TERMINATION OF WEEK- TO-WEEK TENANCY (NOTICE TO QUIT).....	48
NOTICE TO TENANT OF TERMINATION OF TENANCY FOR NONPAYMENT OF RENT.....	49
NOTICE TO TENANT OF TERMINATION OF TENANCY FOR NONPAYMENT OF UTILITIES.....	50
NOTICE TO TENANT OF TERMINATION OF TENANCY FOR VIOLATION OF AGREEMENT/LAW	51
NOTICE TO TENANT OF TERMINATION OF TENANCY FOR INTENTIONAL DAMAGE TO PREMISES	52
NOTICE TO TENANT OF TERMINATION OF TENANCY FOR ILLEGAL ACTIVITY ON THE PREMISES OR USE OF PREMISES FOR ILLEGAL PURPOSE.....	53
NOTICE TO TENANT OF INCREASE IN RENT OF MONTH-TO-MONTH TENANCY	54
LANDLORD'S SECURITY DEPOSIT OFFSET STATEMENT	55

SAMPLE

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

To: _____ (Date)
(Landlord/Property Manager)

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. Rent is due on the __ day of each month, so the next rental due date at least 30 days in the future is the _____ day of _____, 20__. 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 (or 30 days if costs are being deducted for lawful damages), and that under AS 34.03.070 a willful violation of this requirement can result in landlord liability for up to twice the actual amount withheld.

Signed: _____
(Tenant)

Tenant's Record of Service

Instructions: Serve a copy of this notice on the landlord or property manager. 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 _____ (Landlord/property manager's 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 landlord's unit/office.

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

- I mailed a copy of this notice to landlords 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/Property Manager) _____ (Date)

Re: _____ (Address of rental unit)

(City, State)

You are notified that I am terminating my tenancy effective 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 (or 30 days if costs are being deducted for lawful damages), and that under AS 34.03.070 a willful violation of this requirement can result in landlord liability for twice the actual amount withheld.

Signed: _____
(Tenant)

Tenant's Record of Service

Instructions: Serve a copy of this notice on the landlord or property manager. 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 _____ (Landlord/property manager's 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 landlord's unit/office.

This was done on the _____ day of _____, 20__ at _____ a.m./p.m.
- I mailed a copy of this notice to landlords 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 DEFECTS IN ESSENTIAL SERVICES

To: _____ (Date) _____
(Landlord/Property Manager)

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 or pay for reasonable substitute services and deduct the cost from my rent,
2. sue you for damages based on the diminution in fair rental value of the rental unit, 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/property manager. 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 _____.
(Landlord/property manager's 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 landlord's unit/office.

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

- I mailed a copy of this notice to landlords 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 REPAIR AND DEDUCTION FROM RENT

To: _____ (Landlord/Property Manager) _____ (Date)

Re: _____ (Address of rental unit)

(City, State)

You are notified that in my rental unit, the following essential services are not functioning and 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, or obtain reasonable substitute services, 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/property manager. 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 _____ (Landlord/property manager's 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 landlord's unit/office.
This was done on the _____ day of _____, 20__ at _____ a.m./p.m.
- I mailed a copy of this notice to landlords 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 TENANCY FOR VIOLATION OF RENTAL AGREEMENT OR LAW

To: _____ (Date) _____
(Landlord/Property Manager)

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.
- Since this is substantially the same violation for which I previously gave notice within the past six months, I am electing to terminate my tenancy on _____, which is at least TEN 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:

I understand that the law requires that my deposit be returned or accounted for within 14 days of termination (or 30 days if costs are being deducted for lawful damages), and that under AS 34.03.070 a willful violation of this requirement can result in landlord liability for up to twice the actual amount withheld.

Signed: _____
(Tenant)

Tenant's Record of Service

Instructions: Serve a copy of this notice on the landlord/property manager. Fill out this section to describe how service was accomplished. Keep the completed original.

- Landlord acknowledges receipt of this notice on _____ (Date) _____ (Landlord/Property Manager's Signature)
- This notice was personally served on _____ (Landlord/property manager's 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 landlord's unit/office.

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

- I mailed a copy of this notice to landlords 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 TENANT OF TERMINATION OF MONTH- TO-MONTH TENANCY (NOTICE TO QUIT)

To: _____ (Date) _____
(Tenant)
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. Rent is due on the ___ day of each month, so the next rental due date at least 30 days in the future is the ____ day of _____, 20___. You must be moved out of the rental unit by the ____ day of _____, 20 __. If you have not moved out by that date, 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 _____. _____
(Date) (Tenant's Signature)
- This notice was personally served on _____ by the undersigned on _____.
(Tenant's 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.) (If this box is checked, add three days to the date on which rent must be paid or the tenant must move stated above).

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 the ____ day of _____, 20____, which is at least fourteen days from the date you receive this notice. If you have not moved out by that date, 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 _____. _____
(Date) (Tenant's Signature)
- This notice was personally served on _____ by the undersigned on _____.
(Tenant's 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.) (If this box is checked, add three days to the date on which rent must be paid or the tenant must move stated above).

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 \$_____. (This amount does not include any late fees that you may also owe. You may not be evicted for non-payment of late fees.)

If you do not pay this rent by the date stated below (which must be at least SEVEN DAYS after the date and time you receive this notice), your tenancy is terminated and you must move.

Date and time by which rent must be paid: Date: _____ Time: _____ a.m./p.m. If

you pay your rent in full before this date and time, you do not have to move.

If you do not pay your rent or move by this date and time, a lawsuit may be filed to evict you.

Date: _____ Signature: _____
Print Name: _____
Print Title: _____

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 _____. _____
(Date) (Tenant's Signature)
- This notice was personally served on _____ by the undersigned on _____.
(Tenant's 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.) (If this box is checked, add three days to the date on which rent must be paid or the tenant must move stated above).

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 unit.

- 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 within THREE DAYS of the date you received this notice, you have made arrangements to reinstate the discontinued service, and/or you deliver to me \$_____ (the amount I have paid to continue service), and if the rental was not damaged due to the discontinuation, you may stay and the tenancy does not terminate. If you have not reinstated service and paid within three days and have not moved out by the above date, a lawsuit may be filed to evict you.
- You were previously notified of a prior occurrence of this violation on the ___ day of ____, which is less than six months ago. Therefore, per AS 34.03.220(e), your tenancy is being terminated three days from the date you receive this notice. If you have not moved out by the ____ day of _____, at _____ 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 _____.
(Date) (Tenant's Signature)
- This notice was personally served on _____ by the undersigned on _____.
(Tenant's 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.) (If this box is checked, add three days to the date on which violation must be cured or the tenant must move stated above).

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 or your duties under the Alaska Landlord and Tenant Act. 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)

by the date stated below (which must be at least TEN DAYS after 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) by that date, you may stay.

- Since the violation(s) are not remediable, your tenancy will terminate on the _____ day of _____, 20____, at _____ o'clock a.m./p.m. (which must be at least TEN DAYS after the date you receive this notice), and you must move. If you have not moved out by that date, a lawsuit may be filed to evict you.
- Since this is substantially the same violation for which you were previously given notice within the past six months on the ___ day of _____, I am electing to terminate your tenancy on _____, which is at least FIVE DAYS from the date you receive this notice. If you have not moved out by that date, 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 _____.
(Date) (Tenant's Signature)
- This notice was personally served on _____ by the undersigned on _____.
(Tenant's 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.) (If this box is checked, add three days to the date on which the violation must be cured or the tenant must move stated above).
- Date: _____ Signature: _____ Print Name: _____

Keep a copy of this notice

SAMPLE

NOTICE TO TENANT OF TERMINATION OF TENANCY FOR INTENTIONAL DAMAGE TO PREMISES

To: _____ (Date) _____
(Tenant)

Re: _____
(Address of rental unit)

(City, State)

You (or someone in your control) 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 and not more than 5 days after service of this 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 _____.
(Date) (Tenant's Signature)
- This notice was personally served on _____ by the undersigned on _____.
(Tenant's 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.) (If this box is checked, add three days to the date on which the tenant must move stated above).

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 (or allowing another(s) to engage 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), and AS 34.03.220(a)(1), 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 _____. _____
(Date) (Tenant's Signature)
- This notice was personally served on _____ by the undersigned on _____.
(Tenant's 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.) (If this box is checked, add three days to the date on which the tenant must move stated above).

Date: _____ Signature: _____ Print Name: _____

Keep a copy of this notice.

SAMPLE

NOTICE TO TENANT OF INCREASE IN RENT OF MONTH-TO-MONTH TENANCY

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 _____. _____
(Date) (Tenant's Signature)
- This notice was personally served on _____ by the undersigned on _____.
(Tenant's 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

LANDLORD'S SECURITY DEPOSIT OFFSET STATEMENT

To: _____
(Tenant)

From: _____
(Landlord)

Re: _____
(Address of rental unit)

(Address)

(City, State, Zip)

(City, State, Zip)

This statement concerns the following premises:

(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, estimates, receipts, etc. as necessary)

TOTAL OFFSETS (if any) \$ _____

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

Date: _____

Signature: _____

Print Name: _____

Instructions: Give a copy of this statement to tenant at moveout, or mail to tenant's new address within 14 days of tenant's departure (or 30 days if costs are being deducted for damages). 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's Signature)
- This notice was personally served on _____ by the undersigned on _____.
(Tenant's Name) (date)
- This statement has been mailed to tenant at tenant's new or, if unknown, last known address which is set forth above. It was mailed on _____.

Signature: _____ Date: _____

Print Name: _____