



Alaska

Landlord - Tenant Laws Complete Guide



Alaska Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Arizona's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

• For Quick Reference: Use the Table of Contents to jump to specific topics • For Complete Understanding: Read through each section thoroughly • For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Arizona.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

2x monthly rent. If rent exceeds \$2,000/month it can be more.

Statute

(a) Except as provided in (h) of this section, a landlord may not demand or receive prepaid rent or a security deposit, however denominated, in an amount or value in excess of two months' periodic rent. This section does not apply to rental units where the rent exceeds \$2,000 a month.

(b) Upon termination of the tenancy, property or money held by the landlord as prepaid rent or as a security deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with AS 34.03.120. The accrued rent and damages must be itemized by the landlord in a written notice mailed to the tenant's last known address within the time limit prescribed by (g) of this section, together with the amount due the tenant. In this subsection, "damages"

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

(2) does not include deterioration

(A) that is the result of normal wear and tear;

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

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

prepaid rents and security deposits in a single financial account; however, the landlord shall separately account for prepaid rent and security deposits received from each tenant. The landlord may not commingle prepaid rent and security deposits with other funds. The landlord may not use money held for one tenant in a trust account to

- (1) refund the security deposit of another tenant;
- (2) apply to the payment of another tenant's accrued rent;
- (3) apply to damages suffered by the landlord because of another tenant's noncompliance with AS 34.03.120.

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

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

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

(g) If the landlord or tenant gives notice that complies with AS 34.03.290, the landlord shall mail the written notice and refund required by (b) of this section within 14 days after the tenancy is terminated and possession is delivered by the tenant, except the landlord shall have 30 days after the tenancy is terminated to mail the refund if costs are deducted for damages that the landlord has suffered because of the tenant's noncompliance with AS 34.03.120. If the tenant does not give notice that complies with AS 34.03.290, the landlord shall mail the written notice and refund required by (b) of this section within 30 days after the tenancy is terminated, possession is delivered by the tenant, or the landlord becomes aware that the dwelling unit is abandoned. If the landlord does not know the mailing address of the tenant, but knows or has reason to know how to contact the tenant to give the notice required by (b) of this section, the landlord shall make a reasonable effort to deliver the notice and refund to the tenant.

(h) Notwithstanding the limitation on the amount of prepaid rent or security deposit in (a) of this section, a landlord may demand or receive an additional security deposit from a tenant who has a pet on the premises that is not a service animal. The additional security deposit

(1) may not exceed the periodic rent for one month; and
(2) shall be accounted for separately from prepaid rent or a security deposit received under (a) of this section and may be applied only to the amount of damages that are directly related to the pet of the tenant.

(i) In this section,

(1) "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 household of the tenant, or the invitees or guests of the tenant;

(2) "service animal" means an animal that is individually trained to do work or perform tasks that are 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

Amended by SLA 2014, ch. 27, §§sec.2, sec.3, sec.4, sec.5, sec.6 eff. 9/15/2014.

Security Deposit Interest:

No statute

Separate Security Deposit Bank Account:

What this means: yes

Statute:

(a) Except as provided in (h) of this section, a landlord may not demand or receive prepaid rent or a security deposit, however denominated, in an amount or value in excess of two months' periodic rent. This section does not apply to rental units where the rent exceeds \$2,000 a month.

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AS 34.03.070

Amended by SLA 2014, ch. 27, §§sec.2, sec.3, sec.4, sec.5, sec.6 eff. 9/15/2014.

Pet Deposits and Additional Fees:

What this Means: 1x monthly rent. Needs to be accounted for separate from security deposit and applied only to damages related to the pet. Service animals don't apply

Statute:

(a) Except as provided in (h) of this section, a landlord may not demand or receive prepaid rent or a security deposit, however denominated, in an amount or value in excess of two months' periodic rent. This section does not apply to rental units where the rent exceeds \$2,000 a month.

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AS 34.03.070

Amended by SLA 2014, ch. 27, §§sec.2, sec.3, sec.4, sec.5, sec.6 eff. 9/15/2014.

Deadline for Returning Security Deposit:

14 days after termination of tenancy if there are no deductions. 30 days if there are deductions.

Statute

(a) Except as provided in (h) of this section, a landlord may not demand or receive prepaid rent or a security deposit, however denominated, in an amount or value in excess of two months' periodic rent. This section does not apply to rental units where the rent exceeds \$2,000 a month.

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AS 34.03.070

Amended by SLA 2014, ch. 27, §§sec.2, sec.3, sec.4, sec.5, sec.6 eff. 9/15/2014.

Permitted Uses of the Deposit:

Applicable to unpaid accrued rent and damages due to tenant's noncompliance with AS 34.03.120.

Statute:

(a) Except as provided in (h) of this section, a landlord may not demand or receive prepaid rent or a security deposit, however denominated, in an amount or value in

excess of two months' periodic rent. This section does not apply to rental units where the rent exceeds \$2,000 a month.

(b) Upon termination of the tenancy, property or money held by the landlord as prepaid rent or as a security deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with AS 34.03.120. The accrued rent and damages must be itemized by the landlord in a written notice mailed to the tenant's last known address within the time limit prescribed by (g) of this section, together with the amount due the tenant. In this subsection, "damages"

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AS 34.03.070

Amended by SLA 2014, ch. 27, §§sec.2, sec.3, sec.4, sec.5, sec.6 eff. 9/15/2014.

Security Deposit can be Withheld:

Yes

Statute:

(a) Except as provided in (h) of this section, a landlord may not demand or receive prepaid rent or a security deposit, however denominated, in an amount or value in excess of two months' periodic rent. This section does not apply to rental units where the rent exceeds \$2,000 a month.

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AS 34.03.070

Amended by SLA 2014, ch. 27, §§sec.2, sec.3, sec.4, sec.5, sec.6 eff. 9/15/2014.

Require Written Description/Itemized List of Damages and Charges:

Yes. Within 30 days of termination of tenancy.

Statute:

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Receipt of Security Deposit:

No statute

Record Keeping of Deposit Withholdings: Yes**Statute:**

(a) Except as provided in (h) of this section, a landlord may not demand or receive prepaid rent or a security deposit, however denominated, in an amount or value in excess of two months' periodic rent. This section does not apply to rental units where the rent exceeds \$2,000 a month.

(b) Upon termination of the tenancy, property or money held by the landlord as prepaid rent or as a security deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with AS 34.03.120. The accrued rent and damages must be itemized by the landlord in a written notice mailed to the tenant's last known address within the time limit prescribed by (g) of this section, together with the amount due the tenant. In this subsection, "damages"

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

(2) does not include deterioration

(A) that is the result of normal wear and tear;

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

(c) All money paid to the landlord by the tenant as prepaid rent or as a security deposit in a lease or rental agreement shall be promptly deposited by the landlord, wherever practicable, in a trust account in a bank, savings and loan association, or licensed escrow agent, and the landlord shall provide to the tenant the terms and conditions under which the prepaid rent or security deposit or portions of them may be withheld by the landlord. Nothing in this chapter prohibits the landlord from commingling prepaid rents and security deposits in a single financial account; however, the landlord shall separately account for prepaid rent and security deposits received from each tenant. The landlord may not commingle prepaid rent and security deposits with other funds. The landlord may not use money held for one tenant in a trust account to

- (1) refund the security deposit of another tenant;
- (2) apply to the payment of another tenant's accrued rent;
- (3) apply to damages suffered by the landlord because of another tenant's noncompliance with AS 34.03.120.

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

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

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

(g) If the landlord or tenant gives notice that complies with AS 34.03.290, the landlord shall mail the written notice and refund required by (b) of this section within 14 days after the tenancy is terminated and possession is delivered by the tenant, except the landlord shall have 30 days after the tenancy is terminated to mail the refund if costs are deducted for damages that the landlord has suffered because of the tenant's noncompliance with AS 34.03.120. If the tenant does not give notice that complies with AS 34.03.290, the landlord shall mail the written notice and refund required by (b) of this section within 30 days after the tenancy is terminated, possession is delivered by the tenant, or the landlord becomes aware that the dwelling unit is abandoned. If the landlord does not know the mailing address of the tenant, but knows or has reason to know how to contact the tenant to give the notice required by (b) of this section, the landlord shall make a reasonable effort to deliver the notice and refund to the tenant.

(h) Notwithstanding the limitation on the amount of prepaid rent or security deposit in (a) of this section, a landlord may demand or receive an additional security deposit from a tenant who has a pet on the premises that is not a service animal. The additional security deposit

- (1) may not exceed the periodic rent for one month; and
- (2) shall be accounted for separately from prepaid rent or a security deposit received under (a) of this section and may be applied only to the amount of damages that are directly related to the pet of the tenant.

(i) In this section,

(1) "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 household of the tenant, or the invitees or guests of the tenant;

(2) "service animal" means an animal that is individually trained to do work or perform tasks that are 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

Amended by SLA 2014, ch. 27, §§sec.2, sec.3, sec.4, sec.5, sec.6 eff. 9/15/2014.

Failure to Comply:

Tenant may be able to recover 2x the amount withheld.

Statute:

(a) Except as provided in (h) of this section, a landlord may not demand or receive prepaid rent or a security deposit, however denominated, in an amount or value in excess of two months' periodic rent. This section does not apply to rental units where the rent exceeds \$2,000 a month.

(b) Upon termination of the tenancy, property or money held by the landlord as prepaid rent or as a security deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with AS 34.03.120. The accrued rent and damages must be itemized by the landlord in a written notice mailed to the tenant's last known address within the time limit prescribed by (g) of this section, together with the amount due the tenant. In this subsection, "damages"

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

(2) does not include deterioration

(A) that is the result of normal wear and tear;

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

(c) All money paid to the landlord by the tenant as prepaid rent or as a security deposit in a lease or rental agreement shall be promptly deposited by the landlord, wherever practicable, in a trust account in a bank, savings and loan association, or licensed escrow agent, and the landlord shall provide to the tenant the terms and conditions under which the prepaid rent or security deposit or portions of them may be withheld by the landlord. Nothing in this chapter prohibits the landlord from commingling prepaid rents and security deposits in a single financial account; however, the landlord shall separately account for prepaid rent and security deposits received from each tenant. The landlord may not commingle prepaid rent and security deposits with other funds. The landlord may not use money held for one tenant in a trust account to

- (1) refund the security deposit of another tenant;
- (2) apply to the payment of another tenant's accrued rent;
- (3) apply to damages suffered by the landlord because of another tenant's noncompliance with AS 34.03.120.

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

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

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

(g) If the landlord or tenant gives notice that complies with AS 34.03.290, the landlord shall mail the written notice and refund required by (b) of this section within 14 days after the tenancy is terminated and possession is delivered by the tenant, except the landlord shall have 30 days after the tenancy is terminated to mail the refund if costs are deducted for damages that the landlord has suffered because of the tenant's noncompliance with AS 34.03.120. If the tenant does not give notice that complies with AS 34.03.290, the landlord shall mail the written notice and refund required by (b) of this section within 30 days after the tenancy is terminated,

possession is delivered by the tenant, or the landlord becomes aware that the dwelling unit is abandoned. If the landlord does not know the mailing address of the tenant, but knows or has reason to know how to contact the tenant to give the notice required by (b) of this section, the landlord shall make a reasonable effort to deliver the notice and refund to the tenant.

(h) Notwithstanding the limitation on the amount of prepaid rent or security deposit in (a) of this section, a landlord may demand or receive an additional security deposit from a tenant who has a pet on the premises that is not a service animal. The additional security deposit

(1) may not exceed the periodic rent for one month; and

(2) shall be accounted for separately from prepaid rent or a security deposit received under (a) of this section and may be applied only to the amount of damages that are directly related to the pet of the tenant.

(i) In this section,

(1) "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 household of the tenant, or the invitees or guests of the tenant;

(2) "service animal" means an animal that is individually trained to do work or perform tasks that are 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

Amended by SLA 2014, ch. 27, §§sec.2, sec.3, sec.4, sec.5, sec.6 eff. 9/15/2014.

Chapter 2: Lease, Rent & Fees:

Rent is Due: At the beginning of any term of one month or less unless otherwise agreed by all parties.

Statute:

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

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

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

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

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

agreement. When signed by the landlord and tenant , the premises condition statement and contents inventory completed under this subsection become part of the rental Agreement.

AS 34.03.020

Amended by SLA 2014, ch. 27,sec. 1, eff. 9/15/2014.

Payment Methods: no statute

Late Fees: The law doesn't specify a maximum late fee, so the usury rate applies. If there's no precise rate, it must not exceed 10.5% per year. No fees are enforceable unless previously agreed too.

Application Fees: no statute

Prepaid Rent: 2x monthly rent security deposit

Statute:

(a) Except as provided in (h) of this section, a landlord may not demand or receive prepaid rent or a security deposit, however denominated, in an amount or value in excess of two months' periodic rent. This section does not apply to rental units where the rent exceeds \$2,000 a month.

(b) Upon termination of the tenancy, property or money held by the landlord as prepaid rent or as a security deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with AS 34.03.120. The accrued rent and damages must be itemized by the landlord in a written notice mailed to the tenant's last known address within the time limit prescribed by (g) of this section, together with the amount due the tenant. In this subsection, "damages"

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

(2) does not include deterioration

(A) that is the result of normal wear and tear;
(B) caused by the landlord's failure to prepare for expected conditions or by the landlord's failure to comply with an obligation of the landlord imposed by this chapter.

(c) All money paid to the landlord by the tenant as prepaid rent or as a security deposit in a lease or rental agreement shall be promptly deposited by the landlord, wherever practicable, in a trust account in a bank, savings and loan association, or licensed escrow agent, and the landlord shall provide to the tenant the terms and conditions under which the prepaid rent or security deposit or portions of them may be withheld by the landlord. Nothing in this chapter prohibits the landlord from commingling prepaid rents and security deposits in a single financial account; however, the landlord shall separately account for prepaid rent and security deposits received from each tenant. The landlord may not commingle prepaid rent and security deposits with other funds. The landlord may not use money held for one tenant in a trust account to

- (1) refund the security deposit of another tenant;
- (2) apply to the payment of another tenant's accrued rent;
- (3) apply to damages suffered by the landlord because of another tenant's noncompliance with AS 34.03.120.

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

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

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

(g) If the landlord or tenant gives notice that complies with AS 34.03.290, the landlord shall mail the written notice and refund required by (b) of this section within 14 days after the tenancy is terminated and possession is delivered by the tenant, except the landlord shall have 30 days after the tenancy is terminated to mail the refund if costs are deducted for damages that the landlord has suffered because of the tenant's noncompliance with AS 34.03.120. If the tenant does not give notice that complies with AS 34.03.290, the landlord shall mail the written notice and refund

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

(h) Notwithstanding the limitation on the amount of prepaid rent or security deposit in (a) of this section, a landlord may demand or receive an additional security deposit from a tenant who has a pet on the premises that is not a service animal. The additional security deposit

(1) may not exceed the periodic rent for one month; and

(2) shall be accounted for separately from prepaid rent or a security deposit received under (a) of this section and may be applied only to the amount of damages that are directly related to the pet of the tenant.

(i) In this section,

(1) "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 household of the tenant, or the invitees or guests of the tenant;

(2) "service animal" means an animal that is individually trained to do work or perform tasks that are 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

Amended by SLA 2014, ch. 27, §§sec.2, sec.3, sec.4, sec.5, sec.6 eff. 9/15/2014.

Returned Check Fees: No statute

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services

(Water, Heat, etc.): Yes. After sending a written notice to the landlord, a tenant can take measures to remedy their situation and deduct costs from rent.

Statute: (a) If, contrary to the rental agreement or AS 34.03.100, the landlord deliberately or negligently fails to supply running water, hot water, heat, sanitary facilities, or other essential services, the tenant may give written notice to the landlord specifying the breach and may immediately

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

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

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

(b) A tenant who proceeds under this section may not proceed under AS 34.03.160 as to that breach.

(c) Rights do not arise under this section until the tenant has given written notice to the landlord. Rights do not arise under this section if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

AS 34.03.180

Tenant Allowed to Repair and Deduct Rent: Yes. After sending a written notice to the landlord, a tenant can take measures to remedy their situation and deduct costs from rent.

Statute:

(a) If, contrary to the rental agreement or AS 34.03.100, the landlord deliberately or negligently fails to supply running water, hot water, heat, sanitary facilities, or other

essential services, the tenant may give written notice to the landlord specifying the breach and may immediately

- (1) procure reasonable amounts of hot water, running water, heat, sanitary facilities, and essential services during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the rent;
- (2) recover damages based on the diminution in the fair rental value of the dwelling unit; or
- (3) procure reasonable substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance and, in addition, may recover the amount by which the actual and reasonable cost exceeds rent.

(b) A tenant who proceeds under this section may not proceed under AS 34.03.160 as to that breach.

(c) Rights do not arise under this section until the tenant has given written notice to the landlord. Rights do not arise under this section if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

AS 34.03.180

Self-Help Evictions: no statute

Landlord Allowed to Recover Court and Attorney's Fees: Allowed to the prevailing party arising from the rental agreement or proceedings under the landlord and tenant act

Statute:

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

AS 34.03.350

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent: Yes. The aggrieved party has a duty to mitigate damages.

Statute:

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

AS 34.03.320

Chapter 3: Notices and Entry:

Notice to Terminate Tenancy: No statute for fixed-end date leases.

Notice to Terminate a Periodic Lease – Week-to-week: 14 day notice

Statute:

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

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

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

AS 34.03.290

Notice to Terminate a Periodic Lease – Month-to-Month: 30 day notice

Statute:

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

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

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

AS 34.03.290

Notice to Terminate Lease due to Sale of Property: No statute

Notice of date/time of Move-Out Inspection: No statute

Notice of Termination for Nonpayment: 7 day notice to pay or quit

Statute:

(a) Except as provided in this chapter,

(1) if the tenant or someone in the tenant's control deliberately inflicts substantial damage to the premises in breach of AS 34.03.120(a)(5) or the tenant engages in or permits another to engage in prostitution or another illegal activity at the premises in breach of AS 34.03.120(b), the landlord may deliver a written notice to quit to the tenant under AS 09.45.100 - 09.45.105 specifying the act or activity constituting the breach and specifying that the rental agreement will terminate on a date that is not less than 24 hours or more than five days after service of the notice; for purposes of this paragraph, damage to premises is "substantial" if the loss, destruction, or defacement of property attributable to the deliberate infliction of damage to the premises exceeds \$400;

(2) if there is a material noncompliance by the tenant with the rental agreement, or if there is noncompliance with AS 34.03.120, other than deliberate infliction of substantial damage to the premises or other than noncompliance as to a utility service for which the provisions of (e) of this section apply, materially affecting health and safety, the landlord may deliver a written notice to quit to the tenant under AS 09.45.100 - 09.45.110 specifying the acts and omissions constituting the breach and specifying that the rental agreement will terminate on a date not less than 10 days after service of the notice; if the breach is not remedied, the rental agreement

terminates as provided in the notice subject to the provisions of this section; if the breach is remediable by repairs or the payment of damages or otherwise and the tenant adequately remedies the breach before the date specified in the notice, the rental agreement will not terminate; in the absence of due care by the tenant, if substantially the same act or omission that constituted a prior noncompliance of which notice was given recurs within six months, the landlord may terminate the rental agreement upon at least five days' written notice to quit specifying the breach and the date of termination of the rental agreement.

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

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

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

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

this subsection for which notice was given recurs within six months, the landlord may terminate the rental agreement upon at least three days' written notice specifying the breach and the date of termination of the rental agreement.

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

AS 34.03.220

Amended by SLA 2014, ch. 27, sec. 11, eff. 9/15/2014.

Notice for Lease Violation: 10 day notice required

Statute:

(a) Except as provided in this chapter,

(1) if the tenant or someone in the tenant's control deliberately inflicts substantial damage to the premises in breach of AS 34.03.120(a)(5) or the tenant engages in or permits another to engage in prostitution or another illegal activity at the premises in breach of AS 34.03.120(b), the landlord may deliver a written notice to quit to the tenant under AS 09.45.100 - 09.45.105 specifying the act or activity constituting the breach and specifying that the rental agreement will terminate on a date that is not less than 24 hours or more than five days after service of the notice; for purposes of this paragraph, damage to premises is "substantial" if the loss, destruction, or defacement of property attributable to the deliberate infliction of damage to the premises exceeds \$400;

(2) if there is a material noncompliance by the tenant with the rental agreement, or if there is noncompliance with AS 34.03.120, other than deliberate infliction of substantial damage to the premises or other than noncompliance as to a utility service for which the provisions of (e) of this section apply, materially affecting health and safety, the landlord may deliver a written notice to quit to the tenant under AS 09.45.100 - 09.45.110 specifying the acts and omissions constituting the breach and specifying that the rental agreement will terminate on a date not less than 10 days after service of the notice; if the breach is not remedied, the rental agreement terminates as provided in the notice subject to the provisions of this section; if the breach is remediable by repairs or the payment of damages or otherwise and the tenant

adequately remedies the breach before the date specified in the notice, the rental agreement will not terminate; in the absence of due care by the tenant, if substantially the same act or omission that constituted a prior noncompliance of which notice was given recurs within six months, the landlord may terminate the rental agreement upon at least five days' written notice to quit specifying the breach and the date of termination of the rental agreement.

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

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

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

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

terminate the rental agreement upon at least three days' written notice specifying the breach and the date of termination of the rental agreement.

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

AS 34.03.220

Amended by SLA 2014, ch. 27, sec. 11, eff. 9/15/2014.

Required Notice before Entry: 24 hour notice required

Statute:

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

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

(c) A landlord may not abuse the right of access or use it to harass the tenant. Except in case of emergency or if it is impracticable to do so, the landlord shall give the tenant at least 24 hours notice of intention to enter and may enter only at reasonable times and with the tenant's consent.

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

(1) except

(A) as permitted by this section;

(B) by court order; or

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

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

AS 34.03.140

Entry Allowed with Notice for Maintenance and Repairs: Yes. 24 hour notice required

Statute:

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

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

(c) A landlord may not abuse the right of access or use it to harass the tenant. Except in case of emergency or if it is impracticable to do so, the landlord shall give the tenant at least 24 hours notice of intention to enter and may enter only at reasonable times and with the tenant's consent.

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

(1) except

(A) as permitted by this section;

(B) by court order; or

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

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

AS 34.03.140

Emergency Entry Allowed without Notice: Yes

Statute:

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

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

(c) A landlord may not abuse the right of access or use it to harass the tenant. Except in case of emergency or if it is impracticable to do so, the landlord shall give the tenant at least 24 hours notice of intention to enter and may enter only at reasonable times and with the tenant's consent.

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

(1) except

(A) as permitted by this section;

(B) by court order; or

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

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

AS 34.03.140

Entry Allowed During Tenant's Extended Absence: Yes. When necessary as outlined in Alaska Stat. § 34.03.140.

Statute:

(a) When the rental agreement requires the tenant to give notice to the landlord of an anticipated extended absence in excess of seven days as required in AS 34.03.150 and

the tenant wilfully fails to do so, the landlord may recover an amount not to exceed one and one-half times the actual damages.

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

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

AS 34.03.230

Entry Allowed with Notice for Showing the Property: Yes. 24 hour notice required

Statute:

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

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

(c) A landlord may not abuse the right of access or use it to harass the tenant. Except in case of emergency or if it is impracticable to do so, the landlord shall give the tenant at least 24 hours notice of intention to enter and may enter only at reasonable times and with the tenant's consent.

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

(1) except

(A) as permitted by this section;

(B) by court order; or

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

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

AS 34.03.140

Notice to Tenants for Pesticide Use: No statute

Lockouts Allowed: no

Statute:

A landlord may not recover or take possession of the dwelling unit by action or otherwise, including wilful diminution of services to the tenant by interrupting or causing the interruption of electricity, gas, water, sanitary, or other essential services to the tenant, except in case of abandonment, surrender, circumstances beyond the control of the landlord due to energy conditions, or as permitted in this chapter.

AS 34.03.280

Utility Shut-offs Allowed: no

Statute:

If the landlord unlawfully removes or excludes the tenant from the premises or wilfully diminishes services to the tenant by interrupting or causing the interruption of electric, gas, water, sanitary, or other essential service to the tenant, the tenant may recover possession or terminate the rental agreement and, in either case, recover an

amount not to exceed one and one-half times the actual damages. If the rental agreement is terminated, the landlord shall return all prepaid rent and security deposits recoverable by the tenant under AS 34.03.070.

AS 34.03.210

Electronic Notices Allowed: no statute

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Alaska.

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Links To Statutes

- [Alaska Stat. §§ 09.10.010](#) – Limitations of Actions
- [Alaska Stat. §§ 34.03.070\(a\)](#) – Security Deposit Maximum
- [Alaska Stat. §§ 34.03.020\(c\)](#) – Rent Due Date
- [Alaska Stat. §§ 34.03.180](#) – Tenant Allowed to Withhold Rent for Failure to Provide Essential Services
- [Alaska Stat. §§ 34.03.350](#) – Landlord Allowed to Recover Court and Attorney Fees
- [Alaska Stat. §§ 34.03.320](#) – Landlord Duty to Mitigate Damages
- [Alaska Stat. §§ 34.03.230\(c\)](#) – Tenant Abandonment
- [Alaska Stat. §§ 34.03.290\(b\)](#) – Notice to Terminate Tenancy – Month-to-Month Lease
- [Alaska Stat. §§ 34.03.220\(a\)\(1\)](#) – Termination of Tenancy with 24 Hours Notice

- [Alaska Stat. §§ 34.03.140\(c\)](#) – Required Notice before Entry
- [Alaska Stat. §§ 34.03.150](#) – Entry Allowed During Tenant's Extended Absence
- [Alaska Stat. §§ 34.03.280](#) – Prohibition on Lockouts
- [Alaska Stat. §§ 34.03.210](#) – Prohibition on Utility Shut-offs
- [Alaska Stat. §§ 34.03.100](#) – Landlord's Duties
- [Alaska Stat. §§ 34.03.120](#) – Tenant's Duties
- [Alaska Stat. §§ 18.70.095](#) – Smoke Detectors and Carbon Monoxide Detectors
- [Alaska Stat. §§ 29.35.125](#) – Municipal Fees for Police Response
- [Alaska Stat. §§ 34.03.060](#) – Subleasing
- [Alaska Stat. §§ 34.03.310](#) – Retaliation
- [Alaska Stat. §§ 09.10.053](#) – Statute of Limitations for Written and Oral Contracts
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