

## **AS 09.45.090. Unlawful Holding By Force.**

**(a)** For property to which the provisions of AS [34.03](#) (Uniform Residential Landlord and Tenant Act) apply, unlawful holding by force includes each of the following:

**(1)** when, for failure or refusal to pay rent due on the lease or agreement under which the tenant or person holds, and after service, under AS [09.45.100](#) (b), of the written notice required by AS [34.03.220](#)(b) by the landlord for recovery of possession of the premises if the rent is not paid, the tenant or person in possession fails or refuses to vacate or pay the rent within seven days;

**(2)** when,

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

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

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

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

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

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

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

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

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

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

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

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

**(A)** after the tenant or person in possession has breached or violated a condition or covenant of the lease or rental agreement other than breach of a covenant or condition set out in (B) of this

paragraph, the tenant or person in possession of a premises fails or refuses to deliver up the possession of the premises within 10 days;

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

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

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

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

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

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

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

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

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