

IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA
AT _____

_____) DOB _____
Plaintiff,
vs. _____ DOB _____
_____) DOB _____
Defendant(s). _____) CASE NO. _____

ANSWER TO FORCIBLE ENTRY AND DETAINER (EVICTION) COMPLAINT

1. Plaintiff has filed an action to evict me from the property I am renting.
 I ADMIT that plaintiff is entitled to evict me.
 I DENY that plaintiff is entitled to evict me for the reasons explained in the defenses below.

2. Plaintiff has filed claims for unpaid rent and damages against me.
 - a. Rent.
 I ADMIT that I owe plaintiff \$_____ for rent.
 I DENY that I owe plaintiff rent for the reasons explained in the defenses below.

 - b. Damages.
 I ADMIT that I owe plaintiff \$_____ for damages.
 I DENY that I owe plaintiff any money for damages.

3. Defenses. I believe I have the following defenses:
 a. As a result of the COVID-19 pandemic, I believe I am covered by the Center for Disease Control's Order which temporarily halts evictions through June 30, 2021 because I meet **all** of the following requirements: *[Check all the requirements that apply to you. In order for you to use this as a defense, all six of the items below must apply to you.]*
 (1) I cannot pay rent because of a substantial loss of house hold income; OR because my work hours were reduced or I was laid off; OR I had un reimbursed medical expenses that will likely exceed 7.5% of my adjusted gross income.
 (2) I expect to earn no more than \$99,000 (or \$198,000 if filing a joint tax return) in 2020; OR I am not required to report any income to the IRS; OR I received a stimulus check pursuant to the CARES ACT.
 (3) Eviction would result in me being homeless or forced to move into shared and crowded housing.
 (4) I have done my best to pay as much as I can and on time.

(5) I understand that I must still pay rent and comply with other obligations I have under my tenancy, lease agreement, or contract, and understand that fees, penalties, or interest may still be collected or charged during this time.

(6) I understand that at the end of this temporary halt on evictions on June 30, 2021, my landlord may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction at a later time.

b. The eviction notice ("Notice to Quit") was improper because:

c. Plaintiff refused to accept the payment I offered or refused to allow me to fix the problem.

d. The amount of rent claimed is incorrect because:

(1) Rent is not owed in the amount claimed because plaintiff has failed to provide essential services or meet other obligations under the Landlord Tenant Act.

(2) The following amounts were not credited to my account:

e. No damage was done to the rental property beyond ordinary wear and tear.

f. The rental property was fully cleaned prior to departure.

4. Counterclaims. The plaintiff owes me \$_____ an amount to be determined at trial, for the following reasons:

a. Plaintiff entered my home without notice or my permission _____ times, and I am entitled to statutory damages under AS 34.03.300(b) of at least one month's rent for each unlawful entry.

b. Plaintiff's failure to maintain a habitable dwelling reduced the value of the rental property. Plaintiff failed to make the following repairs or supply the following services: _____

Rent should be reduced to \$_____ per month.

c. Plaintiff has refused to return or account for the security deposit of \$_____ and I am entitled to the deposit and statutory damages under AS 34.03.070.

d. Other _____

5. Request for Relief. I seek the following relief:

- a. The court deny plaintiff's claims.
- b. Actual and statutory damages in an amount to be proven at trial.
- c. My costs and attorney fees.
- d. Other relief as may be just and appropriate

Date

Signature of Defendant

Certificate of Service		
A copy of this answer was sent to plaintiff at:		

Mailing Address		

City	State	ZIP
on _____		
Date		

by _____		
Signature of Defendant		

Printed Name

Mailing Address

City State ZIP

Daytime Contact or Message Phone