

**ALABAMA UNIFORM RESIDENTIAL
LANDLORD AND TENANT ACT**

How is it working?



Birmingham Bar Association

Continuing Legal Education Seminar



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S I R O T E
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ALABAMA UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT

1. Signed by the Governor on April 6, 2006. The Act became effective on January 1, 2007; however, prohibitive provisions in rental agreements did not become effective until January 1, 2008.

PROHIBITIVE PROVISIONS

- (a) waiving or foregoing rights or remedies established under the landlord's duty to maintain the premises (warranty of habitability / duty to repair).
- (b) The tenant's remedies if there is material non-compliance by the landlord affecting health and safety - if the landlord fails to maintain hot water, heat, etc.
- (c) The requirements regarding security deposit established by the Chapter.
- (d) Any confession of judgment.
- (e) An agreement to pay the landlord's attorney's fees or costs of collection.
- (f) Exculpatory clauses.
- (g) These provisions will be unenforceable and if the provisions are deliberately in the agreement, the tenant may recover actual damages up to one (1) month's rent and reasonable attorney's fees.

Ala. Code § 35-9A-163.

GENERAL PROVISIONS

2. This Act does not create any duties in tort or causes of actions in tort. **Ala. Code § 35-9A-102(c).**
3. The Act provides that no resolution or ordinance relative to landlords, rental housing codes, or the rights and obligations governing landlord and tenant relationship shall be enacted by a county or municipality that contravenes any provision of this Chapter. **Ala. Code § 35-9A-121.**
4. The Act applies only to residential landlord/tenant relationships. The Act does include a manufactured home. However, it does not apply to occupancy under a contract of sale, occupancy by an employee of a landlord, and other federal or institutional properties, motels, hotels, etc. **Ala. Code §§ 35-9A-122, -141(4).**
5. The Act defines "tenant" as a person entitled under a rental agreement to occupy the dwelling unit to the exclusion of others. **Ala. Code § 35-9A-141(15).**

6. The Act provides that a court can refuse to enforce any provision or settlement that the court finds as a matter of law as unconscionable. **Ala. Code § 35-9A-143(a)(1).**
7. Notice to a tenant is sufficient if delivered in hand or three days after mailing with adequate prepaid postage to the tenant's last known place of residence; however, this does not apply in terminating the tenancy or evicting the tenant. **Ala. Code §§ 35-9A-144(b)(3), (d).**
8. If the landlord doesn't sign and deliver the rental agreement or if the tenant doesn't sign and deliver the rental agreement, but rent is accepted and possession is taken, it has the same effect as if signed; however, agreement is only good for one year. **Ala. Code § 35-9A-162.**

SECURITY DEPOSITS

9. Security deposits cannot be in excess of one (1) month's periodic rent, except for pets, changes to the premises, or increased liability risk to the landlord or premises. **Ala. Code § 35-9A-201(a).**
 - (a) Landlord must itemize in a written notice delivered to the tenant within thirty five (35) days after termination provided the tenant provides the landlord with a valid forwarding address. **Ala. Code § 35-9A-201(c).**
 - (b) Failure to timely refund or account within the thirty five day period, the landlord is liable for double the amount of the tenant's original deposit. **Ala. Code § 35-9A-201(f).**
 - (c) Any deposit unclaimed by the tenant after 180 days is forfeited. **Ala. Code § 35-9A-201(d).**
10. Landlord is required, upon entering into the rental agreement, to disclose to the tenant in writing the name of person authorized to manage the premises. the owner or person authorized to receive service of process and notices and demands and to keep this information current; otherwise, the person who fails to comply becomes the agent of the landlord. **Ala. Code § 35-9A-202.**

WARRANT OF HABITABILITY AND DUTY TO REPAIR

11. The landlord is required to comply with all applicable building and housing codes materially affecting health and safety, and make all repairs and do whatever is necessary to put and keep the premises in a habitable condition. **Ala. Code § 35-9A-204.**
 - (a) Landlord is also required to maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances and provide and maintain

appropriate receptacles and conveniences for the removal of garbage, rubbish, and other waste; to supply running water and reasonable amounts of hot water at all times, and reasonable heat. **Ala. Code §§ 35-9A-204(a)(4) to -(6).**

12. However, a landlord of single family residence may agree in writing that the tenant can perform certain of those duties and repairs, and tasks, but a landlord and tenant can only agree to specified repairs, maintenance tasks, alterations, or remodeling of apartments if it is a separate writing signed by the parties, and there is consideration. However, they cannot agree to cure noncompliance with the building health and safety codes. **Ala. Code § 35-9A-204(c).**
13. Landlord is not, however, required to make any repairs, etc. if such is caused by the willful or negligent act or omission of a tenant or member of the tenant's family, etc. **Ala. Code § 35-9A-204(f).**
14. Landlord may adopt a rule or regulation after the lease agreement is signed if it does not work a substantial modification of the tenant's use of the lease premises and it applies to all tenants and the tenant obtains notice of it. **Ala. Code § 35-9A-302.**
15. Landlord is required to give a tenant at least two (2) days notice of the Landlord's intent to enter by posting a notice on the door with the stated intended time and purpose. **Ala. Code § 35-9A-303(c).**

TENANT'S REMEDIES

16. If the tenant believes that there is a material noncompliance by the Landlord of the rental agreement or noncompliance materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the actions or omissions, and, if not cured, that it will be terminated in fourteen (14) days. The tenant can recover actual damages and if the noncompliance is in bad faith, the tenant can recover reasonable attorney's fees. **Ala. Code §§ 35-9A-401(a), (b).**
17. The tenant may not terminate for a condition caused by deliberate or negligent act or omission of the tenant or member of the tenant's family, etc. **Ala. Code § 35-9A-401(a)(2).**
18. If the landlord fails to deliver possession to a tenant after a rental agreement is executed and the failure is willful and not in good faith, the tenant can recover an amount equal to not more than three months periodic rent or actual damages, whichever is greater, and reasonable attorney's fees. **Ala. Code § 35-9A-402(b).**
19. If the landlord willfully or negligently fails to promptly make available heat, running water, hot water, electricity, gas, or other essential service, the tenant may give a fourteen (14) day notice and if not cured, can terminate the lease. **Ala. Code § 35-9A-404(b).**

20. If the premises are damaged or destroyed by fire or casualty such that their enjoyment is substantially impaired, the tenant can vacate and notify the landlord in writing within fourteen (14) days of the tenant's intent to terminate the rental agreement. **Ala. Code § 35-9A-406(a)(1).**
21. If the landlord unlawfully removes or excludes the tenant from the premises (self help), tenant can recover an amount equal to not more than three (3) months rent, or the actual damages, whichever is great, and reasonable attorney's fees. **Ala. Code § 35-9A-407.**
22. A landlord cannot retaliate by discriminatorily increasing rent or decreasing services or threatening to bring an action for possession if the tenant complained to a governmental agency, complained to the landlord of a violation regarding landlord's responsibility in maintaining the premises, became a member of a tenant's union or similar organization. **Ala. Code § 35-9A-501(a).**
23. If the tenant proves that this was retaliatory action, he is entitled to three (3) month's rent or actual damages, plus attorney's fees. However, it is not retaliation if the tenant is in default of rent or is in other material violations of the lease. **Ala. Code §§ 35-9A-501(b), (c).**

LANDLORD'S REMEDIES

24. If Landlord feels that there is a material noncompliance by the tenant with the rental agreement, or noncompliance materially affecting health and safety, landlord may deliver a written notice to terminate the lease, specifying the actual omissions constituting the breach and that the rental agreement will terminate not less than fourteen (14) days after receipt of the notice. If the breach is not remedied, the rental agreement shall terminate. However, if rent is unpaid, the landlord only has to provide a seven (7) days written notice to terminate the lease. If the tenant's noncompliance is willful, the landlord may recover reasonable attorney's fees. **Ala. Code §§ 35-9A-421 (a), (b).**
25. In actions for possession or an action for rent, the tenant can counterclaim for any amounts the tenant feels the landlord owes, and in the court's discretion can determine whether the tenant is allowed to remain in possession. The tenant shall pay into court the rent accrued thereafter and the court will determine the amount due to each party. If the defense or counterclaim by the tenant is without merit and is not raised in good faith, the landlord can recover reasonable attorney's fees. **Ala. Code § 35-9A-405(a).**
26. If a tenant abandons the premises, the landlord must make reasonable efforts to rent it at a fair rental, but that will not take priority over the landlord's right to first rent other vacant units. **Ala. Code § 35-9A-423(c).**

27. If the tenant leaves property in the unit more than fourteen (14) days after termination, the landlord has not duty to store or protect the tenant's property and may dispose of it without obligation. **Ala. Code § 35-9A-423(d).**
28. If the rental agreement is terminated, the landlord has a claim for possession and for rent, and a separate claim for actual damages for breach of the rental agreement and reasonable attorney's fees, if the breach is willful. **Ala. Code § 35-9A-426.**
29. Eviction actions have precedence over other civil matters regarding setting. **Ala. Code § 35-9A-461(b).**
30. Sanderson Act Eviction is repealed, however, Title 6 eviction proceeding is the same under current law, with the exception of the appeal time has been shortened from fourteen (14) to seven (7) days. **Ala. Code § 6-6-350.**