



ALABAMA UNIFORM  
RESIDENTIAL LANDLORD  
TENANT ACT: EVICTION  
PROCESS

PRESENTED BY:  
DELESHA GARRETT  
STAFF ATTORNEY  
LEGAL SERVICES ALABAMA

# [ PURPOSE OF ACT ]

- Maintain and improve the quality of housing
- To provide uniformity
- Located in Alabama Code §35-9A-102 through §35-9A-601

# [ WHAT THE ACT COVERS ]

- Covers most aspects of an oral or written lease for a place that's rented to live in.
- It spells out what makes a dwelling livable.
- It lists the basic rights and duties of both landlords and tenants.

# [ JURISDICTION ]

- Circuit Courts and District Courts have concurrent jurisdiction to hear unlawful detainer actions.
- However, unlawful detainer actions generally are filed in District Courts.
- Counterclaims are allowed.

# LANDLORDS DUTY TO MAINTAIN PREMISES

- Comply with applicable housing codes that materially affect health and safety
- Maintain property in habitable, clean and safe condition
- Provide access to electrical, plumbing, and garbage removal
- Provide access to hot and cold running water and heat
- Tenant may not withhold rent to enforce these rights

# TENANT OBLIGATIONS TO MAINTAIN DWELLING UNIT

- Comply with housing codes that materially affect health and safety
- Dispose of garbage
- Keep premises clean and safe
- Keep plumbing clear
- Not to commit waste or do damages to the premises (includes guests and family)

# TENANT USE & OCCUPANCY

- Tenant must permit landlord to inspect and repair premises upon reasonable written notice (usually 2 days). In emergency, no notice required.
- Tenant must give landlord 14 days notice of landlord's noncompliance
- Tenant may terminate lease agreement when material noncompliance is not corrected in a timely manner

# LANDLORD RETALIATION PROHIBITED

- Landlord may not raise rent or decrease services in retaliation of tenant complaints
- Landlord may not retaliate for tenant organizing tenants' group or forming union
- Landlord may not retaliate for tenant filing complaint with governmental entity
- Courts recognize defense of retaliatory eviction

# [ TERMINATION OF TENANCY ]

- Landlord must give proper termination notice to tenant to invoke jurisdiction of court
- 7 day notice for non payment of rent
- 14 day notice for anything else
- 7 day notice for cases involving rent and other issues
- Notice must contain the specific alleged breach tenant committed and provide for the right to cure. If tenant cures or landlord waives breach, landlord cannot proceed with unlawful detainer action.

# [ UNLAWFUL DETAINER ]

- Tenancy must have been properly terminated
- Complaint filed in the District Court of the county in which the property is located
- Alabama Rules of Civil Procedure govern
- Complaint served by personal service or by posting and first class mail.

# UNLAWFUL DETAINER CONTINUED

- 7 days to file answer (incl. weekends)
- If answered, trial set by District Court Judge
- If no answer, can file for default judgment after time for answering has expired
- Two separate hearings for possession and money damages

# [ SECURITY DEPOSITS ]

- Generally deposits are limited to one month's rent
- May be more in cases of pets or alterations
- Landlord may deduct itemized damages
- Landlord must return the full deposit or an itemized list of deductions if less than the full deposit within 35 days after termination or move out

# SECURITY DEPOSITS CONTINUED

- Failure to refund subjects the landlord to pay damages double the amount of the original deposit
- Any unclaimed deposit or outstanding check is forfeited by tenant to landlord after 180 days
- Landlord meets obligations by sending refund by mail to last known address or forwarding address if done within 35 days
- Tenant must provide forwarding address

# [ APPEALS ]

- If the case is brought in District Court, then right to appeal to Circuit Court
- Appeal time is 7 days
- Writs of possession may not be issued until after the time for filing appeals and motions has expired



THE END

I HOPE YOU ENJOYED THIS  
PRESENTATION!!