

1 HB421
2 189405-3
3 By Representative Sessions
4 RFD: Commerce and Small Business
5 First Read: 15-FEB-18

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2 ENROLLED, An Act,

3 Relating to evictions; to amend Section 35-9A-421,
4 Code of Alabama 1975, to expand the list of non-curable lease
5 breaches and shorten the notice period for a notice to a
6 tenant of noncompliance with a lease from seven days to three
7 days; and to provide that a tenant is entitled to only two
8 curable breaches of a lease agreement within any 12-month
9 period and that any second breach of a lease agreement that is
10 substantially the same as a previous breach within a six-month
11 period constitutes a non-curable breach.

12 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

13 Section 1. Section 35-9A-421, Code of Alabama 1975,
14 is amended to read as follows:

15 "§35-9A-421.

16 "(a) Except as provided in this chapter, if there is
17 a material noncompliance by the tenant with the rental
18 agreement, an intentional misrepresentation of a material fact
19 in a rental agreement or application, or a noncompliance with
20 Section 35-9A-301 materially affecting health and safety, the
21 landlord may deliver a written notice to terminate the lease
22 to the tenant specifying the acts and omissions constituting
23 the breach and that the rental agreement will terminate upon a
24 date not less than ~~seven three~~ seven business days after
25 receipt of the notice. An intentional misrepresentation of a

1 material fact in a rental agreement or application may not be
2 remedied or cured. If the breach is not remedied within the
3 ~~seven-three~~ seven business days after receipt of the notice to
4 terminate the lease, the rental agreement shall terminate on
5 the date provided in the notice to terminate the lease unless
6 the tenant adequately remedies the breach before the date
7 specified in the notice, in which case the rental agreement
8 shall not terminate.

9 "(b) If rent is unpaid when due, the landlord may
10 deliver a written notice to terminate the lease to the tenant
11 specifying the amount of rent and any late fees owed to remedy
12 the breach and that the rental agreement will terminate upon a
13 date not less than ~~seven-three~~ seven business days after
14 receipt of the notice. If the breach is not remedied within
15 the ~~seven-three~~ seven business days, the rental agreement
16 shall terminate. If a noncompliance of rental agreement occurs
17 under both subsection (a) and this subsection, the ~~seven-day~~
18 ~~three-day~~ seven-day notice period to terminate the lease for
19 nonpayment of rent in this subsection shall govern.

20 "(c) Except as provided in this chapter, a landlord
21 may recover actual damages and reasonable attorney fees and
22 obtain injunctive relief for noncompliance by the tenant with
23 the rental agreement or Section 35-9A-301.

24 "(d) Notwithstanding Section 35-9A-141, no breach of
25 any of the terms or obligations of the lease may be cured by a

1 tenant more than ~~four~~ two times in any 12-month period except
2 by the express written consent of the landlord. The following
3 acts or omissions by a tenant or occupant shall constitute a
4 noncurable default of the rental agreement, and in such cases
5 the landlord may terminate the rental agreement upon a
6 ~~seven-day three-day~~ seven-day notice. The tenant shall have no
7 right to remedy such a default unless the landlord consents.
8 Such acts and omissions include, but are not limited to, the
9 following:

10 "(1) ~~Possession~~ Manufacture, cultivation,
11 importation, transportation, possession, furnishing,
12 administering, or use of illegal drugs in the dwelling unit or
13 in the common areas.

14 "(2) ~~Discharge~~ Illegal use, manufacture,
15 importation, possession, furnishing, or discharging of a
16 firearm or firearm ammunition on the premises of the rental
17 property, except for the use or discharge of a firearm or
18 firearm ammunition in cases of self-defense, defense of a
19 third party, or as permissible in Section 13A-3-23.

20 "(3) Criminal assault of a tenant or guest on the
21 premises of the rental property, except in cases of
22 self-defense, defense of a third party, or as permissible in
23 Section 13A-3-23.

24 "(4) Any breach involving substantially the same
25 acts or omissions as a breach for which a notice to terminate

1 has previously been provided for by the landlord and cured by
2 the tenant, if the second breach occurs within six months of
3 the first breach."

4 Section 2. This act shall become effective on the
5 first day of the third month following its passage and
6 approval by the Governor, or its otherwise becoming law.

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Speaker of the House of Representatives

President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in
and was passed by the House 08-MAR-18, as amended.

Jeff Woodard
Clerk

Senate

22-MAR-18

Passed