

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

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8 SYNOPSIS: Existing law provides for the eviction of a  
9 tenant after a material breach of a lease  
10 agreement. Specifically, a tenant is entitled to up  
11 to four curable breaches of his or her lease in any  
12 12-month period, any notice to terminate a lease is  
13 effective seven days after the notice, and a tenant  
14 may cure a breach if the breach is not considered a  
15 non-curable breach.

16 This bill would expand the list of  
17 non-curable lease breaches and shorten the notice  
18 period for a notice to a tenant of noncompliance  
19 with a lease from seven days to three days. This  
20 bill would also provide that a tenant is entitled  
21 to only two curable breaches of a lease agreement  
22 within any 12-month period and that any second  
23 breach of a lease agreement that is substantially  
24 the same as a previous breach within a six-month  
25 period constitutes a non-curable breach.

26  
27 A BILL

1 TO BE ENTITLED

2 AN ACT

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

13 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

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

16 "§35-9A-421.

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

1 cured. If the breach is not remedied within the ~~seven~~ three  
2 days after receipt of the notice to terminate the lease, the  
3 rental agreement shall terminate on the date provided in the  
4 notice to terminate the lease unless the tenant adequately  
5 remedies the breach before the date specified in the notice,  
6 in which case the rental agreement shall not terminate.

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

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

22 "(d) Notwithstanding Section 35-9A-141, no breach of  
23 any of the terms or obligations of the lease may be cured by a  
24 tenant more than ~~four~~ two times in any 12-month period except  
25 by the express written consent of the landlord. The following  
26 acts or omissions by a tenant or occupant shall constitute a  
27 noncurable default of the rental agreement, and in such cases

1 the landlord may terminate the rental agreement upon a  
2 ~~seven-day~~ three-day notice. The tenant shall have no right to  
3 remedy such a default unless the landlord consents. Such acts  
4 and omissions include, but are not limited to, the following:

5 "(1) ~~Possession~~ Manufacture, cultivation,  
6 importation, transportation, possession, furnishing,  
7 administering, or use of illegal drugs in the dwelling unit or  
8 in the common areas.

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

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

19 "(4) Any breach involving substantially the same  
20 acts or omissions as a breach for which a notice to terminate  
21 has previously been provided for by the landlord and cured by  
22 the tenant, if the second breach occurs within six months of  
23 the first breach."

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