

1 SB291
2 158233-5
3 By Senator Marsh
4 RFD: Banking and Insurance
5 First Read: 28-JAN-14

1 SB291

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4 ENGROSSED

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7 A BILL
8 TO BE ENTITLED
9 AN ACT

10
11 Relating to the Uniform Landlord and Tenant Act; to
12 amend Sections 35-9A-201, 35-9A-421, and 35-9A-423, Code of
13 Alabama 1975; to further provide for the refund of deposits,
14 the termination of a lease for noncompliance with a rental
15 agreement, and abandonment of the property.

16 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

17 Section 1. Sections 35-9A-201, 35-9A-421, and
18 35-9A-423, Code of Alabama 1975, are amended to read as
19 follows:

20 "§35-9A-201.

21 "(a) A landlord may not demand or receive money as
22 security, in an amount in excess of one month's periodic rent,
23 except for pets, changes to the premises, or increased
24 liability risks to the landlord or premises, for tenant's
25 obligations under a rental agreement.

26 "(b) Upon termination of the tenancy, money held by
27 the landlord as security may be applied to the payment of

1 accrued rent and the amount of damages that the landlord has
2 suffered by reason of the tenant's noncompliance with Section
3 35-9A-301 all as itemized by the landlord in a written notice
4 delivered to the tenant together with the amount due ~~35~~ 60
5 days after termination of the tenancy and delivery of
6 possession.

7 "(c) If the landlord does not refund the entire
8 deposit, the landlord, within the ~~35-day~~ 60-day period, shall
9 provide the tenant an itemized list of amounts withheld.

10 "(d) Upon vacating the premises, the tenant shall
11 provide to the landlord a valid forwarding address, in
12 writing, to which the deposit or itemized accounting, or both,
13 may be mailed. If the tenant fails to provide a valid
14 forwarding address, the landlord shall mail, by first class
15 mail, the deposit or itemized accounting, or both, to the last
16 known address of the tenant or, if none, to the tenant at the
17 address of the property. Any deposit unclaimed by the tenant
18 as well as any check outstanding shall be forfeited by the
19 tenant after a period of ~~180~~ 90 days.

20 "(e) The landlord's mailing by first class mail to
21 the address provided in writing by the tenant, within ~~35~~ 60
22 days of the refund or itemized accounting, or both, is
23 sufficient compliance with this chapter.

24 "(f) If the landlord fails to mail a timely refund
25 or accounting within the ~~35-day~~ 60-day period, the landlord
26 shall pay the tenant double the amount of the tenant's
27 original deposit.

1 "(g) This section does not preclude the landlord or
2 tenant from recovering other damages to which the landlord or
3 tenant may be entitled.

4 "(h) The holder of the landlord's interest in the
5 premises at the time of the termination of the tenancy is
6 bound by this section.

7 "§35-9A-421.

8 "(a) Except as provided in this chapter, if there is
9 a material noncompliance by the tenant with the rental
10 agreement, an intentional misrepresentation of a material fact
11 in a rental agreement or application, or a noncompliance with
12 Section 35-9A-301 materially affecting health and safety, the
13 landlord may deliver a written notice to terminate the lease
14 to the tenant specifying the acts and omissions constituting
15 the breach and that the rental agreement will terminate upon a
16 date not less than ~~14~~ seven days after receipt of the notice.
17 An intentional misrepresentation of a material fact in a
18 rental agreement or application may not be remedied or cured.
19 If the breach is not remedied within the ~~14~~ seven days after
20 receipt of the notice to terminate the lease, the rental
21 agreement shall terminate on the date provided in the notice
22 to terminate the lease unless the tenant adequately remedies
23 the breach before the date specified in the notice, in which
24 case the rental agreement shall not terminate.

25 "(b) If rent is unpaid when due, the landlord may
26 deliver a written notice to terminate the lease to the tenant
27 specifying the amount of rent and any late fees owed to remedy

1 the breach and that the rental agreement will terminate upon a
2 date not less than seven days after receipt of the notice. If
3 the breach is not remedied within the seven days, the rental
4 agreement shall terminate. If a noncompliance of rental
5 agreement occurs under both subsection (a) and this
6 subsection, the seven-day notice period to terminate the lease
7 for nonpayment of rent in this subsection shall govern.

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

12 "(d) Notwithstanding Section 35-9A-141, no breach of
13 any of the terms or obligations of the lease may be cured by a
14 tenant more than four times in any 12-month period except by
15 the express written consent of the landlord. The following
16 acts or omissions by a tenant or occupant shall constitute a
17 noncurable default of the rental agreement, and in such cases
18 the landlord may terminate the rental agreement upon a
19 seven-day notice. The tenant shall have no right to remedy
20 such a default unless the landlord consents. Such acts and
21 omissions include, but are not limited to, the following:

22 "(1) Possession or use of illegal drugs in the
23 dwelling unit or in the common areas.

24 "(2) Discharge of a firearm on the premises of the
25 rental property, except in cases of self-defense, defense of a
26 third party, or as permissible in Section 13A-3-23.

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

5 "§35-9A-423.

6 "(a) If a rental agreement requires the tenant to
7 give notice to the landlord of an anticipated extended absence
8 in excess of 14 days pursuant to Section 35-9A-304 and the
9 tenant willfully fails to do so, the landlord may recover
10 actual damages from the tenant.

11 "(b) During any absence of a tenant in excess of 14
12 days, the landlord may enter the dwelling unit at times
13 reasonably necessary.

14 "(c) If a tenant abandons the dwelling unit, the
15 landlord shall make reasonable efforts to rent it at a fair
16 rental. But such duty shall not take priority over the
17 landlord's right to first rent other vacant units. If the
18 landlord rents the dwelling unit for a term beginning before
19 the expiration of the rental agreement, it terminates as of
20 the date of the new tenancy. If the tenancy is from
21 month-to-month or week-to-week, the term of the rental
22 agreement for this purpose is deemed to be a month or a week,
23 as the case may be.

24 "(d) If a tenant leaves property in the unit more
25 than 14 days after termination pursuant to this chapter, the
26 landlord has no duty to store or protect the tenant's property
27 in the unit and may dispose of it without obligation.

1 "(e) In addition to any other means by which a
2 landlord determines that a property has been abandoned by the
3 tenant, a property shall be considered abandoned if the
4 electric service to the property has been terminated for seven
5 consecutive days."

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

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3 Senate

4 Read for the first time and referred to the Senate
5 committee on Banking and Insurance..... 28-JAN-14
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7 Read for the second time and placed on the calen-
8 dar with 1 substitute and..... 20-FEB-14
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10 Read for the third time and passed as amended 05-MAR-14

11 Yeas 28
12 Nays 0

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15 Patrick Harris
16 Secretary
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