

1 HB523  
2 159049-1  
3 By Representative Beckman  
4 RFD: Commerce and Small Business  
5 First Read: 20-FEB-14

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8 SYNOPSIS: This bill would amend the Uniform Landlord  
9 and Tenant Act, to further provide for the refund  
10 of deposits, the termination of a lease for  
11 noncompliance with a rental agreement, and  
12 abandonment of the property.

13  
14 A BILL  
15 TO BE ENTITLED  
16 AN ACT

17  
18 Relating to the Uniform Landlord and Tenant Act; to  
19 amend Sections 35-9A-201, 35-9A-421, and 35-9A-423, Code of  
20 Alabama 1975; to further provide for the refund of deposits,  
21 the termination of a lease for noncompliance with a rental  
22 agreement, and abandonment of the property.

23 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

24 Section 1. Sections 35-9A-201, 35-9A-421, and  
25 35-9A-423, Code of Alabama 1975, are amended to read as  
26 follows:

27 "§35-9A-201.

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

6           "(b) Upon termination of the tenancy, money held by  
7 the landlord as security may be applied to the payment of  
8 accrued rent and the amount of damages that the landlord has  
9 suffered by reason of the tenant's noncompliance with Section  
10 35-9A-301 all as itemized by the landlord in a written notice  
11 delivered to the tenant together with the amount due ~~35~~ 60  
12 days after termination of the tenancy and delivery of  
13 possession.

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

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

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

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

9           "(g) This section does not preclude the landlord or  
10 tenant from recovering other damages to which the landlord or  
11 tenant may be entitled.

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

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 ~~14~~ seven days after receipt of the notice.  
25 An intentional misrepresentation of a material fact in a  
26 rental agreement or application may not be remedied or cured.  
27 If the breach is not remedied within the ~~14~~ seven days after

1 receipt of the notice to terminate the lease, the rental  
2 agreement shall terminate on the date provided in the notice  
3 to terminate the lease unless the tenant adequately remedies  
4 the breach before the date specified in the notice, in which  
5 case the rental agreement shall not terminate.

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

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

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

1 such a default unless the landlord consents. Such acts and  
2 omissions include, but are not limited to, the following:

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

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

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

12 "§35-9A-423.

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

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

21 "(c) If a tenant abandons the dwelling unit, the  
22 landlord shall make reasonable efforts to rent it at a fair  
23 rental. But such duty shall not take priority over the  
24 landlord's right to first rent other vacant units. If the  
25 landlord rents the dwelling unit for a term beginning before  
26 the expiration of the rental agreement, it terminates as of  
27 the date of the new tenancy. If the tenancy is from

1 month-to-month or week-to-week, the term of the rental  
2 agreement for this purpose is deemed to be a month or a week,  
3 as the case may be.

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

8 "(e) In addition to any other means by which a  
9 landlord determines that a property has been abandoned by the  
10 tenant, a property shall be considered abandoned if the  
11 electric service to the property has been terminated for seven  
12 consecutive days."

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