

Alabama Uniform Residential Landlord and Tenant Act (AURLTA)

THIS PAMPHLET contains basic information on this particular legal topic for your general information. If you have specific questions, contact the Legal Assistance Office.



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WHAT IS THE “UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT?”

Before this act was adopted, Alabama landlord-tenant law was virtually nonexistent. Tenants and landlords entered into a residential lease, and—with very few exceptions—were bound to do exactly what the lease said and no more or less. The Uniform Residential Landlord and Tenant Act (the “Act”), changed all that. The Act spells out what rental agreements can and cannot contain, what a landlord must do for his tenants, what a tenant must do for his landlord, and what both parties can do in case the other does not fulfill their obligations.

WHICH PROPERTIES ARE COVERED?

The Act applies to residential units only. There are a few residential places the Act does not cover, which include: institutional residences (nursing homes, recovery centers, counseling centers, etc.), properties under a contract for sale, properties occupied by fraternal or social organizations, transient occupancies (hotels and motels), rental properties occupied by residential property managers, agricultural leases, and properties occupied by a seller for no longer than 3 years after the sale. The Act does cover privatized on-post housing, but does not cover transient occupancy such as hotels or motels. The Act does apply to sub-leases.

RENTAL AGREEMENTS

To some extent, the Act regulates what terms can and cannot appear in the lease. If a particular term is found to be prohibited (“unconscionable”) the court can do one of several things. It can hold that the entire agreement is unenforceable, or it can enforce the remainder of the agreement without the prohibited provision, or it can limit the prohibited provision to avoid an unconscionable result.

NON-SPECIFIC AGREEMENTS:

- If there is no agreement on an amount for rent, the tenant is required to pay the fair rental value for use and occupancy of the premises. Without an agreement, the tenant must pay rent without demand or notice (i.e., no invoice or landlord pounding on the door is required) and is due at the beginning of the term.
- Unless the agreement specifies otherwise, residential tenancy is week-to-week in the case of a tenant that pays weekly rent and month-to-month in all other cases.
- Acceptance of rent without reservation by the landlord and acceptance of possession and payment of rent without reservation by the tenant gives a rental agreement the same effect as though the agreement had been signed and delivered. That being said, if the rental agreement provides for a lease term longer than one year, but is not properly executed, the rental agreement will only be effective for one year.



**PROHIBITED PROVISIONS:**

- A rental agreement may not waive a tenant's rights under the Act.
- A rental agreement may not authorize any person to confess a judgment or claim arising out of the agreement. (Confessing a judgment means to admit liability and accept a damage award in a document that can be filed as a court judgment in the event of breach.)
- A rental agreement may not require the tenant to pay the landlord's attorney's fees or collection costs.
- A rental agreement may not require the tenant to indemnify the landlord for any liability or associated costs; it also may not limit the landlord's liability for obligations arising under the Act.

REMEDIES

- Prohibited provisions are unenforceable.
- After January 1, 2008, if a landlord deliberately uses a prohibited rental agreement, the tenant may recover actual damages plus an amount of up to one month's rent and reasonable attorney's fees.

LANDLORD'S OBLIGATIONS

- Security deposits are limited to one month's periodic rent plus any applicable pet deposit. The landlord must itemize any deductions and return any balance remaining in the security deposit within 35 days after the lease ends. The tenant forfeits any deposit not claimed within 180 days. If the landlord does not comply with the 35-day deadline, the tenant may recover an amount double the original deposit.
- The landlord must provide the tenant a written list of the names and business addresses of any of the landlord's authorized agents. The landlord must also provide the tenant with the name and address of the owner or the owner's authorized agent for purposes of receiving notices and demands by the tenant. Property managers that fail to comply with this requirement may themselves become responsible for the landlord's obligations to the tenant.
- The landlord must maintain the premises in a habitable condition. This includes complying with all applicable building and housing codes and maintaining in a good and safe working order all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances. The landlord must also provide for garbage removal.





- If the landlord sells a property that is subject to a rental agreement, the landlord remains liable to the tenant for all security deposits recoverable by the tenant and for all prepaid rent. The landlord is relieved of liability under the rental agreement for events occurring after written notice to the tenant that the property has been conveyed.
- The landlord must provide adequate notice of any rules and regulations set out to promote the convenience, safety, and welfare of tenants at the time the rental agreement is enacted. These rules must be reasonably related to the purpose for which they are intended, apply to all tenants in a fair and reasonable manner, and be reasonably clear. The rules may not be attempts by the landlord to evade his obligations. The tenant must have notice of the rules at the time he enters into the rental agreement. All modifications or additions to these rules must be in writing.
- The landlord must not abuse his right of access or use the right of access to harass a tenant.
- The landlord must provide two days' notice before entering the property, unless it is an emergency or notice is impractical. The landlord may enter the property only at reasonable times.

TENANT'S OBLIGATIONS

- Pay rent when due
- Comply with applicable building codes
- Maintain premises in a clean and safe manner
- Keep plumbing fixtures clear
- Use property and its fixtures and appliances in a reasonable manner
- The tenant may not deliberately or negligently destroy, deface, damage, or remove any part of the premises, or knowingly, recklessly, or negligently allow any other person to do so.
- Conduct himself in a manner that does not interfere with other tenants' quiet enjoyment of their properties.
- Follow the landlord's rules and regulations.
- Allow reasonable access to the premises for the landlord to make repairs, alterations, or improvements to the property.
- Make the property available for the landlord's inspection.





- Allow the landlord to show the property to purchasers, mortgagees, prospective tenants, workmen, or contractors.

WHAT IF THE LANDLORD DOES NOT COMPLY?

- **Health and Safety.** The tenant may terminate the lease if the landlord breaches the rental agreement or if the landlord violates the Act and the violation materially affects health and safety. The tenant must provide 14 days' written notice of termination to the landlord. If the landlord remedies the breach within 14 days, the lease will not be terminated.
- **Utilities.** If the landlord fails to provide essential services (heat, running water, hot water, electrical, gas or other essential services), the tenant must provide 14 days' written notice of termination in order to end the lease. Note that if the tenant or another person on the premises with the tenant's consent has caused the condition, he cannot terminate the lease on these grounds.
- **Possession.** If the landlord does not allow the tenant to take possession of the premises when the lease period begins, the tenant does not have to pay rent until he takes possession. The tenant may also choose to terminate the lease agreement upon providing written notice. If the tenant chooses to terminate the agreement, the landlord has 5 days to return all prepaid rent and security. The tenant may also sue for up to three months' rent or actual damages plus attorney fees if the landlord's failure to deliver possession is willful and not in good faith.
- **Damaged Premises.** Any time during the lease period that the premises are not available for the tenant's use, the tenant may deduct a portion of the rent. If fire damage or destruction (not caused by the tenant) substantially impairs the tenant's use of the property, the tenant may either vacate the premises and notify the landlord that in 14 days the lease will terminate, or vacate the unusable part(s) and reduce the rent accordingly.
- **Retaliation.** The landlord may not retaliate against the tenant for complaints to government agencies responsible for enforcing building or housing codes, for complaints to the landlord of violations of the Act, or for forming or joining a tenants' union. If retaliation occurs, the tenant has various remedies, including terminating the lease, recovering damages and attorney fees, and recovering the security deposit and any unearned prepaid rent.
- **Exclusion from Premises.** If the landlord unlawfully excludes the tenant from the premises or intentionally interrupts services, the tenant may recover possession or terminate the lease. Regardless of which option the tenant chooses, he may recover up to 3 months' rent or actual damages plus attorney fees.





WHAT IF THE TENANT DOES NOT COMPLY?

- **Terminate the lease.** If the tenant breaches the lease or adversely affects the healthfulness and safety of the premises, the landlord may terminate the lease after providing 14 days' written notice of the breach if, after that period, the breach is not remedied. If the tenant fails to pay rent when due, the landlord may terminate the lease after providing 7 days' written notice.
- **Injunctive relief.** If the tenant breaches the lease by not maintaining the premises in a clean and safe manner, the landlord may get an injunction to force the tenant to comply. The landlord may also recover actual damages and reasonable attorney fees for willful noncompliance.
- **Raise the rent.** If the tenant does not maintain the premises in accordance with the Act, the landlord may enter the dwelling and perform the necessary work. The landlord may submit an itemized bill for the cost of the repairs as additional rent due at the next scheduled rent payment.
- **Reenter the premises.** If the tenant breaches the lease by abandoning the premises for 14 or more days without notice, the landlord may recover actual damages and enter the premises when necessary at any reasonable time. In the event of abandonment, the landlord must make reasonable efforts to re-rent the property at a fair rental value, but he has no duty to store or protect the tenant's property within the unit, and may dispose of it.
- **Waiver.** If the landlord accepts rent during a period of default on the part of the tenant, he waives his right to terminate the lease for that breach.
- **Holdover tenants.** If the tenant refuses to leave after the lease is up and the landlord does not consent, the landlord can sue for possession for up to 3 months' rent or actual damages plus reasonable attorney fees.

ENFORCEMENT METHODS

- A landlord can sue for eviction, rent, monetary damages, or other relief either in district court or circuit court in the county in which the leased property is located. Eviction actions have precedence in scheduling over all other civil cases.
- A landlord can serve process on a tenant by ordinary means, or by delivering the notice to any person residing on the premises, or by posting a copy of the notice on the door of the premises and on the same day mailing a notice of the filing to the tenant at the mailing address of the premises.
- If a tenant appeals an eviction action, the tenant must continue to pay the clerk of court all rent payable under the lease, or the court will not issue a writ of restitution.





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