

Alabama Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Alabama's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Alabama.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: 1x monthly rent**Legal Statute:**

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

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

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

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

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

(f) If the landlord fails to mail a timely refund or accounting within the 60-day period, the landlord shall pay the tenant double the amount of the tenant's original deposit.(g) This section does not preclude the landlord or tenant from recovering other damages to which the landlord or tenant may be entitled.

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

Law Information:

- **Section:** Security Deposit

- **Law Category:** Security Deposit Interest

- **Simplified Explanation:** No statute

- **Has Statute:** true

Full Statute Text:

No content available

Law Information:

- **Section:** Security Deposit
- **Law Category:** Separate Security Deposit Bank Account
- **Simplified Explanation:** No statute
- **Has Statute:** true

Full Statute Text:

No content available

Pet Deposits and Additional Fees:

What This Means: Allowed for pets, alterations to the premises, and tenant activities that increase the risk of liability
Legal Statute:

- (a) A landlord may not demand or receive money as security, in an amount in excess of one month's periodic rent, except for pets, changes to the premises, or increased liability risks to the landlord or premises, for tenant's obligations under a rental agreement.
- (b) Upon termination of the tenancy, money held by the landlord as security may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with Section 35-9A-301 all as itemized by the landlord in a written notice delivered to the tenant together with the amount due 60 days after termination of the tenancy and delivery of possession.
- (c) If the landlord does not refund the entire deposit, the landlord, within the 60-day period, shall provide the tenant an itemized list of amounts withheld.
- (d) Upon vacating the premises, the tenant shall provide to the landlord a valid forwarding address, in writing, to which the deposit or itemized accounting, or both, may be mailed. If the tenant fails to provide a valid forwarding address, the landlord shall mail, by first class mail, the deposit or itemized accounting, or both, to the last known address of the tenant or, if none, to the tenant at the address of the property. Any deposit unclaimed by the tenant as well as any check outstanding shall be forfeited by the tenant after a period of 90 days.
- (e) The landlord's mailing by first class mail to the address provided in writing by the tenant, within 60 days of the refund or itemized accounting, or both, is sufficient compliance with this chapter.

(f) If the landlord fails to mail a timely refund or accounting within the 60-day period, the landlord shall pay the tenant double the amount of the tenant's original deposit.(g) This section does not preclude the landlord or tenant from recovering other damages to which the landlord or tenant may be entitled.

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

Deadline for Returning Security Deposit:

What This Means: Within 60 days of the termination of tenancy.**Legal Statute:**

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

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

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

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

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

(f) If the landlord fails to mail a timely refund or accounting within the 60-day period, the landlord shall pay the tenant double the amount of the tenant's original deposit.(g) This section does not preclude the landlord or tenant from recovering other damages to which the landlord or tenant may be entitled.

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

Permitted Uses of the Deposit:

What This Means: Applicable to owed rent and damages beyond normal wear and tear due to the tenant's noncompliance with Ala. Code § 35-9A-301 **Legal Statute:**

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

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

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

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

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

(f) If the landlord fails to mail a timely refund or accounting within the 60-day period, the landlord shall pay the tenant double the amount of the tenant's original deposit. (g) This section does not preclude the landlord or tenant from recovering other damages to which the landlord or tenant may be entitled.

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

Security Deposit can be Withheld:

What This Means: Yes **Legal Statute:**

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

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

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

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

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

(f) If the landlord fails to mail a timely refund or accounting within the 60-day period, the landlord shall pay the tenant double the amount of the tenant's original deposit.(g) This section does not preclude the landlord or tenant from recovering other damages to which the landlord or tenant may be entitled.

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

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### **Security Deposit**

**Law Category:** Receipt of Security Deposit**Simplified Explanation:** No statute**Has Statute:** true**Full Statute Text:**

No content available

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Security Deposit

Record Keeping of Deposit Withholdings: No statute**Statute Text:**

No content available

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Non-refundable fees:

What This Means: No statute**Legal Statute:**

No content available

Rent is Due:

Simplified Explanation: Due at the beginning of the month unless otherwise agreed to between landlord and tenant.**Full Statute Text:**

- (a) A landlord and a tenant may include in a rental agreement terms and conditions not prohibited by this chapter or other law, including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.
- (b) In absence of agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the dwelling unit.
- (c) Rent is payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit and periodic rent is payable at the beginning of any term of one month or less and otherwise in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent is uniformly apportionable from day-to-day.
- (d) Unless the rental agreement fixes a definite term, the tenancy is week-to-week in case of a tenant who pays weekly rent, and in all other cases month-to-month.

Ala. Code § 35-9A-161 (1975)

Act 2006-316, p. 668, §1.

Rent Increase Notice:

Simplified Explanation: No statute**Legal Statute:**

No content available

Late Fees:

What This Means: No statute**Legal Statute:**

No content available

Law Information:

- **Section:** Lease, Rent & Fees
- **Law Category:** Application Fees:
- **Simplified Explanation:** No statute
- **Has Statute:** true

Full Statute Text:

No content available

Instructions:

Create a markdown-formatted entry for this SINGLE law using this EXACT format:

```markdown

**Application Fees:**

**What This Means:** No statute**Legal Statute:**

No content available

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**## Law Information:**

- **Section:** Lease, Rent & Fees
- **Law Category:** Prepaid Rent
- **Simplified Explanation:** No statute
- **Has Statute:** true

**## Full Statute Text:**

No content available



**Returned Check Fees:**

**What This Means:** \$30 + additional fees **Legal Statute:**

(a) Any lender of money, extender of other credit, or merchant making a sale of merchandise, goods, or services, or the assignee of the lender, extender of credit, or merchant who receives a check, draft, negotiable order of withdrawal, or like instrument drawn on a bank or other depository institution given by any person in full or partial repayment of a loan, other extension of credit, or a sale of merchandise, goods, or services may, if the instrument is not paid or is dishonored by the institution, charge and collect, through regular billing procedure or otherwise, from the borrower, person to whom the credit was extended, or from whom the instrument was received, a bad check charge of not more than the greater of either twenty-five dollars (\$25) or an amount equal to the actual charge by the depository institution for the return of unpaid or dishonored instruments.

(b) Commencing January 1, 1999, the bad check charge in subsection (a) shall increase by one dollar (\$1) per year through January 1, 2003, at which time the maximum bad check charge shall be thirty dollars (\$30).

Charges imposed in connection with the dishonor of a negotiable instrument shall not be deemed interest finance or other charge made as an incident to or as a condition to the grant of the loan or other extension of credit and shall not be included in determining the limit on charges which may be made in connection with the loan or extension of credit as provided in this section or in any other law of this state.

Ala. Code § 8-8-15 (1975)

Acts 1985, No. 85-282, p. 182; Acts 1989, Ex. Sess., No. 89-980, p. 19; Acts 1991, No. 91-319, p. 578, §1; Acts 1997, No. 97-413, p. 679, §1.

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**Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):**

**What This Means:** No. Agreement can terminate within 14 days of tenant sending a notice to landlord specifying noncompliance. **Legal Statute:**

(a) Except as provided in this chapter, if there is a material noncompliance by the landlord with the rental agreement or a noncompliance with Section 35-9A-204 materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 14 days after receipt of the notice if the breach is not remedied within that period, and the rental agreement shall terminate as provided in the notice subject to the following: (1) if the breach is remediable by repairs or the payment of damages or otherwise and the landlord adequately remedies the breach before the date specified in the notice, the rental agreement shall not terminate by reason of the breach. (2) the tenant may not terminate for a condition caused by the

deliberate or negligent act or omission of the tenant, a member of the tenant's family, a licensee, or other person on the premises with the tenant's consent.

(b) Except as provided in this chapter, the tenant may recover actual damages and reasonable attorney fees and obtain injunctive relief for noncompliance by the landlord with the rental agreement or Section 35-9A-204.(c) The remedy provided in subsection (b) is in addition to any right of the tenant arising under subsection (a).(d) If the rental agreement is terminated pursuant to this section, the landlord shall return all security recoverable by the tenant under Section 35-9A-201 and all unearned prepaid rent.

Ala. Code § 35-9A-401 (1975)

Act 2006-316, p. 668, §1; Act 2011-700, § 1.

**Tenant Allowed to Repair and Deduct Rent:**

**What This Means:** No statute**Legal Statute:**

No content available

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**Landlord Allowed to Recover Court and Attorney's Fees:**

**What This Means:** Yes**Legal Statute:**

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

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

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

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

(1) Manufacture, cultivation, importation, transportation, possession, furnishing, administering, or use of illegal drugs in the dwelling unit or in the common areas.

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

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

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

Ala. Code § 35-9A-421 (1975)

Amended by Act 2018-473, § 1, eff. 6/1/2018. Amended by Act 2014-279, § 1, eff. 7/1/2014. Act 2006-316, p. 668, § 1; Act 2009-633, p. 1939, § 1; Act 2011-700, § 1.

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**Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:**

**What This Means:** Yes. Does not supersede landlord's right to rent other vacant units. **Legal Statute:**

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

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

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

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

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

Ala. Code § 35-9A-423 (1975)

Amended by Act 2014-279, § 1, eff. 7/1/2014. Act 2006-316, p. 668, §1; Act 2011-700, § 1.

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#### **Notice to Terminate a Periodic Lease – Week-to-week:**

**What This Means:** 7 day notice **Legal Statute:**

(a) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least seven days before the termination date specified in the notice.

(b) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least 30 days before the periodic rental date specified in the notice.

(c) If a tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is willful and not in good faith the landlord may also recover an amount equal to not more than three month's periodic rent or the actual damages sustained by the landlord, whichever is greater, and reasonable attorney's fees. If the landlord consents to the tenant's continued occupancy, subsection

(d) of Section 35-9A-161 applies.

Ala. Code § 35-9A-441 (1975)

Act 2006-316, p. 668, §1.

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#### **Notice to Terminate a Periodic Lease – Month-to-Month:**

**What This Means:** 30 day notice **Legal Statute:**

(a) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least seven days before the termination date specified in the notice.

(b) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least 30 days before the periodic rental date specified in the notice.

(c) If a tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is willful and not in good faith the landlord may also recover an amount equal to not more than three month's periodic rent or the actual damages sustained by the landlord, whichever is greater, and reasonable attorney's fees. If the landlord consents to the tenant's continued occupancy, subsection

(d) of Section 35-9A-161 applies.

Ala. Code § 35-9A-441 (1975)

Act 2006-316, p. 668, §1.

## Law Information:

- **Section:** Lease, Rent & Fees

- **Law Category:** Notice to Terminate Lease due to Sale of Property

- **Simplified Explanation:** No statute

- **Has Statute:** true

## Full Statute Text:

No content available

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**Notice for Lease Violation:**

**What This Means:** 7 day notice to remedy or quit **Legal Statute:**

(a) Except as provided in this chapter, if there is a material noncompliance by the tenant with the rental agreement, an intentional misrepresentation of a material fact in a rental agreement or application, or a noncompliance with Section 35-9A-301 materially affecting health and safety, the landlord may deliver a written notice to terminate the lease to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than seven business days after receipt of the notice. An intentional misrepresentation of a material fact in a rental agreement or application may not be remedied or cured. If the breach

is not remedied within the seven business days after receipt of the notice to terminate the lease, the rental agreement shall terminate on the date provided in the notice to terminate the lease unless the tenant adequately remedies the breach before the date specified in the notice, in which case the rental agreement shall not terminate.

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

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

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

(1) Manufacture, cultivation, importation, transportation, possession, furnishing, administering, or use of illegal drugs in the dwelling unit or in the common areas.

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

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

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

Ala. Code § 35-9A-421 (1975)

Amended by Act 2018-473, § 1, eff. 6/1/2018. Amended by Act 2014-279, § 1, eff. 7/1/2014. Act 2006-316, p. 668, §1; Act 2009-633, p. 1939, § 1; Act 2011-700, § 1.

## Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

### **Notice to Terminate Tenancy:**

**What This Means:** 10 day notice is required in writing for lease terms less than one year.**Legal Statute:**

In all cases of tenancy by the month or for any other term less than one year, where the tenant holds over without special agreement, the landlord shall have the right to terminate the tenancy by giving the tenant 10 days' notice in writing of such termination, and the landlord upon giving said notice for said time shall be authorized without further notice to the tenant to recover possession of the rented premises in an action of unlawful detainer.

Ala. Code § 35-9-5 (1975)

Code 1923, §8822; Acts 1932, Ex. Sess., No. 13, p. 14; Code 1940, T. 31, §5.

### **Notice of date/time of Move-Out Inspection:**

**What This Means:** No statute**Legal Statute:**

No content available

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### **Notice of Termination for Nonpayment:**

**What This Means:** 7 day notice to remedy or quit**Legal Statute:**

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

(b) If rent is unpaid when due, the landlord may deliver a written notice to terminate the lease to the tenant specifying the amount of rent and any late fees owed to remedy the breach and that the rental agreement will terminate upon a date not less than seven business days after receipt of the notice. If the breach is not remedied within the seven business days, the rental agreement shall terminate. If a noncompliance of rental agreement occurs under both subsection (a) and

this subsection, the seven-day notice period to terminate the lease for nonpayment of rent in this subsection shall govern.

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

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

(1) Manufacture, cultivation, importation, transportation, possession, furnishing, administering, or use of illegal drugs in the dwelling unit or in the common areas.

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

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

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

Ala. Code § 35-9A-421 (1975)

Amended by Act 2018-473, § 1, eff. 6/1/2018. Amended by Act 2014-279, § 1, eff. 7/1/2014. Act 2006-316, p. 668, § 1; Act 2009-633, p. 1939, § 1; Act 2011-700, § 1.

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**Required Notice before Entry:**

**What This Means:** 2 day notice required **Legal Statute:**

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.



(b) A landlord may enter the dwelling unit without consent of the tenant only in the following circumstances:

(1) In case of emergency.

(2) Pursuant to court order.

(3) As permitted by Sections 35-9A-422 and 35-9A-423(b).

(4) At reasonable times and with prior notice as provided in subsection (c), to show the premises to a prospective tenant or purchaser, if a landlord provides the tenant separate from the rental agreement a general notice signed by the tenant for the right to access for such a purpose within four months of the expiration of the rental agreement, and only in the company of a prospective tenant or purchaser.

(5) When the landlord has reasonable cause to believe the tenant has abandoned or surrendered the premises.

(c) A landlord shall not abuse the right of access or use it to harass the tenant. Except as provided in this section or unless it is impracticable to do so, the landlord may show the premises at any reasonable time by giving the tenant at least two days' notice of the landlord's intent to enter and may enter only at reasonable times. Posting of a note on the primary door of entry to the residence of the tenant stating the intended time and purpose of the entry shall be a permitted method of notice for the purpose of the landlord's right of access to the premises.

(d) If a landlord provides separate from the lease in a general notice or an advance schedule in excess of two days for repairs, maintenance, pest control, or for service relating to health or safety, whether such notice is for a specific time or within a designated time period, then no additional day's notice is required to access the premises. A tenant may consent to provide a landlord with access to the premises with less than two days' notice.

(e) If a tenant requests repairs or maintenance or improvements to a dwelling unit, the tenant shall be deemed to have granted consent to the landlord to enter into the dwelling unit and make the repairs, maintenance, or improvements as requested by the tenant.

Ala. Code § 35-9A-303 (1975)

Act 2006-316, p. 668, §1; Act 2009-633, p. 1939, § 1; Act 2011-700, § 1.

**Entry Allowed with Notice for Maintenance and Repairs:**

**What This Means:** Yes. 2 day notice required **Legal Statute:**

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

>

(b) A landlord may enter the dwelling unit without consent of the tenant only in the following circumstances:

(1) In case of emergency.

(2) Pursuant to court order.

(3) As permitted by Sections 35-9A-422 and 35-9A-423(b).

(4) At reasonable times and with prior notice as provided in subsection (c), to show the premises to a prospective tenant or purchaser, if a landlord provides the tenant separate from the rental agreement a general notice signed by the tenant for the right to access for such a purpose within four months of the expiration of the rental agreement, and only in the company of a prospective tenant or purchaser.

(5) When the landlord has reasonable cause to believe the tenant has abandoned or surrendered the premises.

>

(c) A landlord shall not abuse the right of access or use it to harass the tenant. Except as provided in this section or unless it is impracticable to do so, the landlord may show the premises at any reasonable time by giving the tenant at least two days' notice of the landlord's intent to enter and may enter only at reasonable times. Posting a note on the primary door of entry to the residence of the tenant stating the intended time and purpose of the entry shall be a permitted method of notice for the purpose of the landlord's right of access to the premises.

>

(d) If a landlord provides separate from the lease in a general notice or an advance schedule in excess of two days for repairs, maintenance, pest control, or for service relating to health or safety, whether such notice is for a specific time or within a designated time period, then no additional day's notice is required to access the premises. A tenant may consent to provide a landlord with access to the premises with less than two days' notice.

(e) If a tenant requests repairs or maintenance or improvements to a dwelling unit, the tenant shall be deemed to have granted consent to the landlord to enter into the dwelling unit and make the repairs, maintenance, or improvements as requested by the tenant.

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Ala. Code § 35-9A-303 (1975)

Act 2006-316, p. 668, §1; Act 2009-633, p. 1939, § 1; Act 2011-700, § 1.

**Emergency Entry Allowed without Notice:****What This Means: YesLegal Statute:**

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

(b) A landlord may enter the dwelling unit without consent of the tenant only in the following circumstances:

(1) In case of emergency.

(2) Pursuant to court order.

(3) As permitted by Sections 35-9A-422 and 35-9A-423(b).

(4) At reasonable times and with prior notice as provided in subsection (c), to show the premises to a prospective tenant or purchaser, if a landlord provides the tenant separate from the rental agreement a general notice signed by the tenant for the right to access for such a purpose within four months of the expiration of the rental agreement, and only in the company of a prospective tenant or purchaser.

(5) When the landlord has reasonable cause to believe the tenant has abandoned or surrendered the premises.

(c) A landlord shall not abuse the right of access or use it to harass the tenant. Except as provided in this section or unless it is impracticable to do so, the landlord may show the premises at any reasonable time by giving the tenant at least two days' notice of the landlord's intent to enter and may enter only at reasonable times. Posting of a note on the primary door of entry to the residence of the tenant stating the intended time and purpose of the entry shall be a permitted method of notice for the purpose of the landlord's right of access to the premises.

(d) If a landlord provides separate from the lease in a general notice or an advance schedule in excess of two days for repairs, maintenance, pest control, or for service relating to health or safety, whether such notice is for a specific time or within a designated time period, then no additional day's notice is required to access the premises. A tenant may consent to provide a landlord with access to the premises with less than two days' notice.

(e) If a tenant requests repairs or maintenance or improvements to a dwelling unit, the tenant shall be deemed to have granted consent to the landlord to enter into the dwelling unit and make the repairs, maintenance, or improvements as requested by the tenant.

Ala. Code § 35-9A-303 (1975)

Act 2006-316, p. 668, §1; Act 2009-633, p. 1939, § 1; Act 2011-700, § 1.

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**Entry Allowed During Tenant's Extended Absence without Notice:**

**What This Means: YesLegal Statute:**

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

(b) A landlord may enter the dwelling unit without consent of the tenant only in the following circumstances:

(1) In case of emergency.

(2) Pursuant to court order.

(3) As permitted by Sections 35-9A-422 and 35-9A-423(b).

(4) At reasonable times and with prior notice as provided in subsection (c), to show the premises to a prospective tenant or purchaser, if a landlord provides the tenant separate from the rental agreement a general notice signed by the tenant for the right to access for such a purpose within four months of the expiration of the rental agreement, and only in the company of a prospective tenant or purchaser.

(5) When the landlord has reasonable cause to believe the tenant has abandoned or surrendered the premises.

(c) A landlord shall not abuse the right of access or use it to harass the tenant. Except as provided in this section or unless it is impracticable to do so, the landlord may show the premises at any reasonable time by giving the tenant at least two days' notice of the landlord's intent to enter and may enter only at reasonable times. Posting of a note on the primary door of entry to the residence of the tenant stating the intended time and purpose of the entry shall be a permitted method of notice for the purpose of the landlord's right of access to the premises.

(d) If a landlord provides separate from the lease in a general notice or an advance schedule in excess of two days for repairs, maintenance, pest control, or for service relating to health or safety, whether such notice is for a specific time or within a designated time period, then no additional day's notice is required to access the premises. A tenant may consent to provide a landlord with access to the premises with less than two days' notice.

(e) If a tenant requests repairs or maintenance or improvements to a dwelling unit, the tenant shall be deemed to have granted consent to the landlord to enter into the dwelling unit and make the repairs, maintenance, or improvements as requested by the tenant.

Ala. Code § 35-9A-303 (1975)

Act 2006-316, p. 668, §1; Act 2009-633, p. 1939, § 1; Act 2011-700, § 1.

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**Entry Allowed with Notice for Showing the Property:**

**What This Means:** Yes. 2 day notice required **Legal Statute:**

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

(b) A landlord may enter the dwelling unit without consent of the tenant only in the following circumstances:

(1) In case of emergency.

(2) Pursuant to court order.

(3) As permitted by Sections 35-9A-422 and 35-9A-423(b).

(4) At reasonable times and with prior notice as provided in subsection (c), to show the premises to a prospective tenant or purchaser, if a landlord provides the tenant separate from the rental agreement a general notice signed by the tenant for the right to access for such a purpose within four months of the expiration of the rental agreement, and only in the company of a prospective tenant or purchaser.

(5) When the landlord has reasonable cause to believe the tenant has abandoned or surrendered the premises.

(c) A landlord shall not abuse the right of access or use it to harass the tenant. Except as provided in this section or unless it is impracticable to do so, the landlord may show the premises at any reasonable time by giving the tenant at least two days' notice of the landlord's intent to enter and may enter only at reasonable times. Posting of a note on the primary door of entry to the residence of the tenant stating the intended time and purpose of the entry shall be a permitted method of notice for the purpose of the landlord's right of access to the premises.

(d) If a landlord provides separate from the lease in a general notice or an advance schedule in excess of two days for repairs, maintenance, pest control, or for service relating to health or safety, whether such notice is for a specific time or within a designated time period, then no additional day's notice is required to access the premises. A tenant may consent to provide a landlord with access to the premises with less than two days' notice.

(e) If a tenant requests repairs or maintenance or improvements to a dwelling unit, the tenant shall be deemed to have granted consent to the landlord to enter into the dwelling unit and make the repairs, maintenance, or improvements as requested by the tenant.

Ala. Code § 35-9A-303 (1975)

Act 2006-316, p. 668, §1; Act 2009-633, p. 1939, § 1; Act 2011-700, § 1.

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## Law Information:

- **Section:** Notices and Entry
- **Law Category:** Notice to Tenants for Pesticide Use
- **Simplified Explanation:** No statute
- **Has Statute:** true

## Full Statute Text:

No content available

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**Electronic Notices Allowed:**

**What This Means:** No statute**Legal Statute:**

No content available

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## Chapter 4: Other Provisions

This section includes additional provisions governing rental relationships.

**Require Written Description/Itemized List of Damages and Charges:**

**What This Means:** Yes. A list itemizing the amounts withheld must be sent via first class mail to the tenant's last known forwarding address within 60 days.**Legal Statute:**

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

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

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

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

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

(f) If the landlord fails to mail a timely refund or accounting within the 60-day period, the landlord shall pay the tenant double the amount of the tenant's original deposit.(g) This section does not preclude the landlord or tenant from recovering other damages to which the landlord or tenant may be entitled.

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

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#### **Failure to Comply:**

**What This Means:** The landlord's failure to mail the security deposit or itemized list within 60 days entitles the tenant to receive up to twice the amount of the security deposit paid.**Legal Statute:**

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

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

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

(d) Upon vacating the premises, the tenant shall provide to the landlord a valid forwarding address, in writing, to which the deposit or itemized accounting, or both, may be mailed. If the tenant fails to provide a valid forwarding address, the landlord shall mail, by first class mail, the deposit or itemized accounting, or both, to the last known address of the tenant or, if none, to

the tenant at the address of the property. Any deposit unclaimed by the tenant as well as any check outstanding shall be forfeited by the tenant after a period of 90 days.

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

(f) If the landlord fails to mail a timely refund or accounting within the 60-day period, the landlord shall pay the tenant double the amount of the tenant's original deposit.(g) This section does not preclude the landlord or tenant from recovering other damages to which the landlord or tenant may be entitled.

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

**Payment Methods:**

**What This Means:** No statute**Legal Statute:**

No content available

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## Law Information:

- **Section:** Other Provisions

- **Law Category:** Self-Help Evictions

- **Simplified Explanation:** No statute

- **Has Statute:** true

## Full Statute Text:

>No content available

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**Lockouts Allowed:**

**What This Means:** No statute**Legal Statute:**

No content available

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**Utility Shut-offs Allowed:**

**What This Means:** No**Legal Statute:**



If a landlord unlawfully removes or excludes the tenant from the premises or willfully diminishes services to the tenant by interrupting or causing the interruption of heat, running water, hot water, electric, gas, or other essential service, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount equal to not more than three months' periodic rent or the actual damages sustained by the tenant, whichever is greater, and reasonable attorney's fees. If the rental agreement is terminated under this section, the landlord shall return all security recoverable under Section 35-9A-201 and all unearned prepaid rent.

Ala. Code § 35-9A-407 (1975)

Act 2006-316, p. 668, §1.

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## **Quick Reference Guide**

### **Key Alabama Rental Law Highlights**

## **Legal Disclaimer**

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Alabama.

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