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To order additional copies of this handbook, or the brochure version, titled "A Decent Place to Live," contact ACPP at (800) 832-9060 or Brenda@alarise.org.

Alabama Appleseed

Alabama Appleseed Center for Law and Justice, Inc., is a nonprofit, non-partisan legal advocacy organization. Its mission is to identify root causes of injustice and inequality in Alabama and to develop and advocate for solutions that will improve the lives of all Alabamians.

Arise Citizens' Policy Project

Arise Citizens' Policy Project (ACPP) is a nonprofit statewide citizens' organization comprising 150 congregations and community groups dedicated to improving the lives of low-income Alabamians. ACPP analyzes the impact of current and proposed state policies and educates its members on poverty issues.

Legal Services Alabama

Legal Services Alabama is a statewide nonprofit organization dedicated to providing access to justice and quality civil legal assistance to educate and empower Alabama's low-income community.

The Alabama Tenants' Handbook
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About this handbook

Following passage of the Alabama Landlord-Tenant Law in 2006, a coalition of housing advocates developed *The Alabama Tenants' Handbook* to help renters understand and exercise their rights and responsibilities under the new law.

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Introduction

A decent place to live

More than 500,000 Alabama households live in rental housing. For a long time, there was no state law protecting the rights of renters. As of January 1, 2007, it's a different story. We now have the Alabama Landlord-Tenant Law to help make sure every rental house and apartment is a decent place to live.

The law covers most major aspects of an oral or written lease for a place that you rent to live in. It does not apply to a place where you run a business. The law spells out what makes a dwelling livable and lists the basic rights and duties of both tenants and landlords.

This handbook tells you what's in the landlord-tenant law, along with some basic information for renters. There are sections on what you need to do before you move into a place, while you live there, when you move out, and when you need legal help on a tenant issue. If you have specific questions about your rights as a tenant, you should contact a lawyer – the handbook is not a substitute for legal advice. You'll find contact information for free legal services on Page 18. A glossary in the back defines technical terms you may find useful as a tenant.

Before you move in . . .

Check the place out

Always look at a place before you sign a lease or move in. Make sure it is in good shape, safe and livable.

What should I look for?

The law requires that a rental apartment or house be livable. To make sure a place meets the requirements of the law:

- Run water and see if it drains quickly.
- See that the toilet flushes properly.
- Make sure there are no loose wires or missing outlets.
- Walk around to find out if the floor is sturdy or if it "gives" in places.
- Check the floors, walls and ceiling for any holes.
- See that the windows and doors are sealed properly.
- Look for water stains and other signs of leaks.
- See that the heater and air conditioner work.
- If the place comes with a refrigerator or stove, make sure these things work.
- Look over the grounds and other common areas, such as halls or laundry rooms, to make sure they're clean and safe.

What if I find problems?

Think about renting somewhere else. A landlord who tries to rent a place before fixing it may not be a good landlord. If you do want to live there, take these steps to address the problems:

- Make a list of the problems you see.
- Ask the landlord to agree to fix all those problems.
- Write down that she agrees not to charge you for these repairs.
- Write down when she agrees to finish the repairs.
- Have your landlord sign the paper.
- Keep the paper with your important documents.

Check the lease

Your rights under the Alabama Landlord-Tenant Law apply whether or not you have a written lease. If you do have a written lease, make sure you review it before signing.

What should I look for in the lease?

- Check the amount of rent and late charges.
- Check the amount of your *security deposit*. The law limits most security deposits to no more than one month's rent.
- Check the date you can move in.
- Check the *term* of your lease – how long the lease will last.
- Check to see who has to pay for what kind of repairs. *(See also page 9.)*
- Read as much as you can of the "fine print." After covering the main points, many people don't take the time to read the whole lease. But the more you read, the more you'll know about what you're agreeing to do by signing the lease.

Watch out for wording that asks you to give up your tenant rights. The landlord can't make you:

- Relieve the landlord of his obligation to provide a livable dwelling.
- Limit the amount of the landlord's *liability* in case he violates the lease.
- Pay the landlord's attorney fees or the cost of collecting rent.

What if the landlord makes a promise that's not in the lease?

- Do not sign a lease that's different from what you agreed on.
- See if the landlord will agree to changes in the written lease.
- If so, you and the landlord should both sign the changes.

What if I have to pay money when I sign the lease?

- Be sure you know what any money you pay is for.
- If some is for a security deposit, get a receipt that says so. If some is for the first month's rent, get a receipt that says so.
- Keep a signed copy of the lease and all receipts with your important papers.

While you live there . . .

You have the right to a livable dwelling.

The law says the landlord has to do certain things to keep your place livable:

- Meet all building and housing codes that affect health and safety.
- Maintain all electrical, plumbing, sanitary, heating, ventilating and air conditioning systems in good working order.
- Supply running cold and hot water.
- Provide a source of heat in the winter. If you pay for heat directly, however, your landlord doesn't have to pay your bill.
- Provide and maintain garbage containers.
- Keep common areas clean and safe.
- Let you have peaceful enjoyment of your place.
- Make repairs to keep your place safe and livable.

The law allows the landlord to have rules and regulations.

- The rules have to apply to all tenants.
- The rules have to promote the convenience, safety or welfare of the tenants or protect the property from abuse.
- The landlord has to inform you of the rules before you sign the lease.
- During your lease term, the landlord can't enforce a new rule that affects your use of your own place without your written consent.

In addition, the law says the landlord can't:

- Raise the rent or make other changes during the term of your lease.
- Engage in *retaliatory conduct*. This means the landlord can't threaten to evict you, decrease your services, or raise your rent because you complain to him or to a government agency about a problem affecting health or safety, or because you form or join a tenants' union.

You have the responsibility to be a good tenant.

The law also spells out things you have to do:

- Pay your rent on time. If you owe a late fee, pay it with your rent. If you pay in cash or by cashier's check, it's a good idea to get a receipt signed by the landlord. Save money order receipts and cancelled checks.
- Keep the place clean and in good shape.
- Use all electrical, plumbing, heating, ventilating and air conditioning systems in a reasonable manner.
- Dispose of your garbage and rubbish the right way.
- Do your part to keep the common areas clean and safe.
- Let the landlord come into your place (usually with 2 days' written notice) to inspect the condition or make repairs.
- Follow the landlord's rules for use of the property.
- Tell your landlord if you're going to be away for two weeks or longer.

The law includes some "don'ts" for the tenant:

- Don't disturb your neighbors.
- Don't trash the place.
- Don't let your guests trash the place.

Most leases warn tenants not to break the law or let their friends break the law on the property.

What to do when something needs fixing

Routine repairs

Buildings need regular maintenance in order to stay livable. As a tenant, you are responsible for keeping your place clean and not abusing it. Any building that people live in will show signs of everyday use – like worn carpet or peeling paint. This is called "normal wear and tear," and the tenant is not responsible for fixing it. The landlord can enter your place with 2 days' written notice in order to do upkeep and repairs. In an emergency, she can enter without notice.

When something needs routine repair (not affecting health or safety):

- Write a letter about the problem to your landlord. Include the date, and keep a copy in a safe place.
- If you live in an apartment, you and the landlord can agree in writing that you will make certain repairs at your own expense. The law doesn't allow you to make repairs and deduct the cost from your rent.

Hazards and serious damage

If there's an unsafe condition (like bad wiring or a sewage leak) that you didn't cause:

- First, contact the landlord and ask her to fix the problem. If the landlord doesn't respond, tell her by letter that you will terminate the lease if she doesn't make the repairs within 14 days of receiving notice. Take pictures of the damage for your records.
- If the landlord doesn't make the repairs within that time, call a lawyer. You may be able to break the lease and get back your security deposit and prepaid rent.
- If the landlord fails to fix a health hazard like rats or sewage, call the Health Department.
- If the landlord fails to fix a safety hazard like bad wiring or plumbing, call the housing inspector.
- It's against the law for the landlord to threaten to evict you or raise your rent for asking to have these problems fixed or for reporting them to authorities.

If you or your guest damage the place:

- The landlord can ask you to fix an emergency situation right away.
- If the damage you caused is not an emergency, the landlord can give you written notice to fix the problem within 7 days.
- If you don't fix the problem by that time, the landlord can enter your place, fix the problem and bill you for the cost of the repair. You could also face eviction.

In case of a fire or natural disaster:

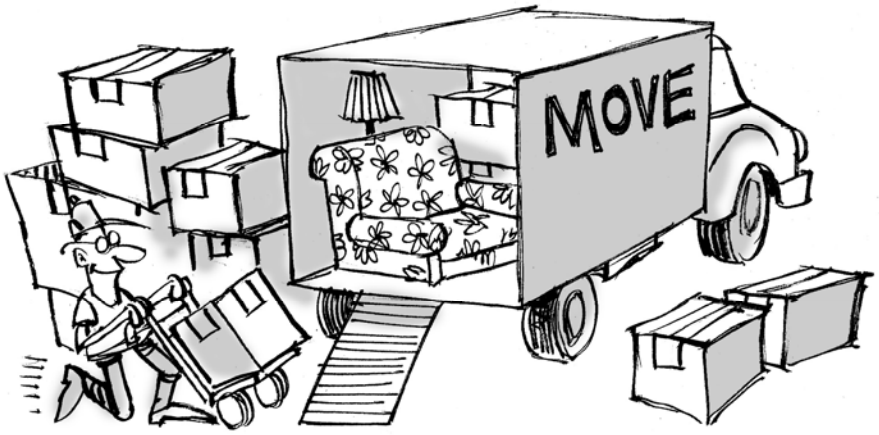
- If a fire or other event not caused by you damages your place but you can still live there, the landlord has to lower your rent in proportion to the amount of damage. Talk to your landlord and come to an agreement on the reduced rent.
- If a disaster that's not your fault destroys your place or makes it unlivable, you can move out. Within 14 days, tell the landlord in writing that you are terminating (ending) the lease and want your security deposit refunded. The landlord will have to refund your full security deposit, and you won't have to pay any more rent on the place.
- If you cause a fire that damages or destroys your place, the landlord can hold you responsible for the cost of the damage.

When it's time to get out …

What the law says about moving

If you're moving at the end of your lease:

- Read what the lease says about the *termination* or end of the lease. The lease may say how far ahead you have to tell the landlord that you are not renewing (usually one month). It may say you have to tell him in writing.
- Ask the landlord about your *security deposit* and leave a forwarding address. He has 35 days after the end of the lease to refund the deposit to you. You forfeit (or give up) your security deposit if you don't cash the check within 180 days.
- The landlord will inspect your place, so clean it before you leave. You don't want a dirty stove or junky porch to allow the landlord to keep your security deposit.
- If you damaged something in the place, the landlord can fix it and subtract the cost from your security deposit. If so, he has to give you a written list of the damages and the costs of repairs and state the full amount being taken out of your security deposit. He has to send you this list, along with the rest of the deposit, within 35 days of the end of the lease.
- If the landlord doesn't refund the security deposit or give you a list of the repairs and deductions within the 35 days, he will owe you double the amount of the original security deposit. If he then refuses to pay you double the amount of the security deposit, you can sue him for it in court. Talk to a lawyer first.



If you move out before the lease is up:

- If you break the lease by moving out early, you may owe extra rent – up to the total number of months left on your lease.
- If you want to end your lease because the landlord failed to repair an unsafe condition within 14 days or because a fire or other disaster destroyed your place, talk to a lawyer.

What the law says about eviction

When can my landlord make me leave?

- Only the court can make you leave.
- The landlord can't change the locks to make you leave;
- Can't shut off your lights or other utilities;
- Can't put your things out on the street if you've been there in the past two weeks (only a sheriff can do that).
- If the landlord wants you to leave, she has to send you an eviction notice.

When can the landlord seek to evict me?

- When your lease is over.
- When you break the lease by failing to pay rent, damaging the property, leaving garbage piled up, or repeatedly breaking the landlord's rules and regulations.
- When you've been gone for two weeks or longer without notice. If the landlord thinks you've abandoned the place, she can mail you a termination notice or leave one at your place. Two weeks after the notice, she can move your furniture and all other property out of the place and dispose of it.

What does the landlord have to do to start the eviction process?

- If your landlord wants to evict you, she first has to notify you in writing and give the reason. You have a time limit to fix the problem – 7 days for failure to pay rent, 14 days for most other reasons.
- If you fix the problem within that time, the landlord should stop trying to evict you. If you paid the rent due, keep the cancelled check. If you made repairs, get the landlord to sign a paper saying they're okay.
- If you don't fix the problem within that time, the landlord can file eviction papers in court.
- You will receive the written eviction notice, usually from a sheriff's deputy. If this happens, contact a lawyer right away.
- You have only 7 days from the time you received the written eviction notice for your lawyer to file a written answer to it in court. If you don't have a lawyer, go to the clerk's office of the court that issued the eviction notice and ask to file a handwritten answer.

What if the court rules against me?

- You have the right to appeal.
- If a district court rules against you, you have the right to request a jury trial in circuit court.
- In order to stay in your home while waiting for a trial, you have to pay rent to the court.

What the law says about monetary damages

If you think your landlord is breaking your lease or violating the landlord-tenant law:

- Contact a lawyer. To recover *monetary damages* or get an *injunction* to stop the landlord from continuing to violate the law, you will have to file a legal action against him; or
- If the landlord has filed an eviction against you, you can raise these matters in the eviction proceedings.
- In any legal action, if you win, you may receive money called attorney fees, to offset what you may have to pay for your lawyer.

Your landlord also has rights and protections in case you break your lease or violate your legal obligations as a tenant:

- If you don't fix a violation (like piled-up garbage or a window your child broke), your landlord can sue you for damages or get an injunction against you.
- Contact a lawyer right away if you receive notice that this is happening.
- If the landlord wins in court, you may have to pay monetary damages, as well as the landlord's attorney fees, in addition to your own.

What federal law says about fair housing

In addition to your lease and the Alabama Landlord-Tenant Law, you have rights and protections under the federal Fair Housing Act.

Your landlord cannot treat you differently from other tenants because of:

- Your race or skin color
- Your birth country
- Your sex
- Your religion
- Your children
- Your disability

The federal law says that the landlord has to make "reasonable accommodations" for people with disabilities such as:

- Need for a wheelchair
- Not seeing or hearing well
- Mental retardation
- Mental illness
- AIDS or HIV
- Other problems that limit basic activities

If you have a disability, your landlord:

- May have to let you make changes to your place at your own expense, such as adding a wheelchair ramp.
- May have to bend the rules a bit. For example, you can have a "Seeing Eye dog" even if your landlord has a "no pets" rule.

If your landlord is violating your fair housing rights, turn to the next page for information about legal help.

Where to get legal help

If you have low income and need legal assistance to deal with an eviction notice or other housing issue, call Legal Services Alabama in the following cities:

Anniston
(256) 237-3615
Toll-free (800) 884-0595

Birmingham
(205) 328-3540

Dothan
(334) 793-7932
Toll-free (800) 701-0926

Florence
(256) 767-2020
Toll-free (800) 467-3150

Huntsville
(256) 536-9645
Toll-free (888) 741-7129

Mobile
(251) 433-6560
Toll-free (800) 403-4872

Montgomery
(334) 832-4570
Toll-free (800) 844-5342

Opelika
(334) 826-6828
Toll-free (800) 331-5826

Selma
(334) 872-1355
Toll-free (800) 644-6028

Tuscaloosa
(205) 758-7503
Toll-free (888) 440-3256

If your landlord is discriminating against you because of your race, religion, disability or other factor, contact:

Central Ala. Fair Housing
(334) 263-HOME (4663)

Fair Housing Center of N. Ala.
(205) 324-0111

Mobile Fair Housing Center
(251) 479-1532

For names of lawyers in your area who are experienced in housing issues, contact:

Alabama Bar Association
Lawyer Referral Service
(334) 269-1515

Glossary

abandonment – leaving a place of residence and giving up rights to it without intending to return.

Alabama Landlord-Tenant Law – 2006 statute, effective Jan. 1, 2007, that defines a livable dwelling and outlines basic rights and duties of tenants and landlords in the state.

breach of contract – a violation of the terms of a legal agreement.

eviction – lawful removal of a tenant, usually after violation of a lease.

exculpatory clause – in a lease, wording that protects the landlord from liability for a breach of contract.

habitability – the extent to which a dwelling is fit to be occupied.

injunction – action by a court to stop an unlawful activity.

landlord (or *lessor*) – a person who rents property to another.

lease – a contract granting use of a property for a specified time period.

liability – an obligation to pay money to another party.

monetary damages – cash payment ordered by a court in compensation for a breach of contract.

rent – payment made for the temporary use of property.

Glossary *(continued)*

retaliatory action – something done as punishment in return for another action.

security deposit – an amount paid up front by a tenant to a landlord to be given up, if necessary, to pay for damages.

tenant (or *lessee*) **–** a person who pays rent to use a property.

termination – the act of ending an agreement.

utilities – services, such as gas, electricity, water and sewer, that are required in any dwelling and usually billed separately.

waiver clause – in a lease, wording by which one party gives up certain rights.