

1 HB453
2 188784-1
3 By Representative Johnson (K)
4 RFD: Commerce and Small Business
5 First Read: 22-FEB-18

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8 SYNOPSIS: Existing landlord and tenant law provides
9 for three offenses which, if committed, constitute
10 a noncurable default of a rental agreement upon
11 which eviction proceedings may be initiated within
12 seven days.

13 This bill would add a new offense to the
14 list of noncurable defaults of a rental agreement.
15 Under this new provision, a live-in caregiver of a
16 disabled person would commit a noncurable default
17 of a rental agreement if he or she does not
18 immediately vacate the home of the disabled person
19 upon termination of employment.
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21 A BILL
22 TO BE ENTITLED
23 AN ACT
24

25 Relating to noncurable defaults of rental
26 agreements; to amend Section 35-9A-421, Code of Alabama 1975,
27 to provide that a live-in caregiver of a disabled person

1 commits a noncurable default of a rental agreement if he or
2 she does not immediately vacate the home of the disabled
3 person upon termination of employment.

4 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

5 Section 1. Section 35-9A-421, Code of Alabama 1975,
6 is amended to read as follows:

7 "§35-9A-421.

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

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

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

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

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

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

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

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

5 "(4) Refusal by a caregiver living with a person
6 with a disability as defined in Section 21-4-2, to vacate the
7 home of the disabled person immediately after termination of
8 employment."

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