



## Changes to Alabama Landlord Tenant Law

### Residents of the Huntsville Housing Authority:

There are important changes to the Alabama Landlord Tenant Law that take effect **June 1, 2018** that may impact your tenancy in Public Housing. A new law has also been signed that address assistance and service animals in rental housing. Please note the following:

### Changes to Alabama Landlord Tenant Law

1. Tenants now have **seven business days** to cure a curable lease violation.
2. Multiple lease violations may only be cured twice in a twelve-month period
  - a. During a 12 month period, after a tenant has been given notice of a lease violation and cured a violation two times, the third violation of the lease can be considered to be non-curable, at the landlord's option. Therefore, the landlord may terminate the lease upon the third lease violation.
3. A lease violation of a certain type can only be cured once in a six-month period
  - a. In a six-month period, a tenant can only cure a lease violation of the same type once. The second violation, provided it is for the same conduct, can be non-curable at the option of the landlord.
4. Non-curable lease violations:
  - a. Drug-related Activity that is non-curable – now specifically defined as:
    - i. Manufacture, transportation, cultivation, importation, possession, furnishing, administering, or use of illegal drugs in the dwelling unit or in the common areas.
  - b. Firearms violations that are non-curable:
    - i. 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 of a third party, or as permissible in § 13A-3-23.

### Alabama Assistance and Service Animal Integrity in Housing Act

The Act does the following:

1. Codifies federal law, allowing landlords to request documentation of a disability or the need for an assistance animal in certain situations
2. Creates a criminal penalty for misrepresenting the need for a service or assistance animal and a penalty for misrepresenting an animal as a service or assistance animal.
  - a. There are criminal penalties for lying about whether an animal is a service or an assistance animal. It includes intentionally making a false statement, but also includes things like putting a “certified service animal” vest on a donkey and letting the landlord draw their own conclusions when the donkey is not a service animal.
  - b. A tenant commits the criminal offense of “misrepresentation of entitlement to an assistance animal or service animal” if they basically lie to the landlord about their disability or the need for a service/assistance animal.
  - c. Anyone who writes a letter stating that a tenant needs a service/assistance animal, but knows that the tenant is not disabled and/or the tenant does not actually need the service/assistance animal, has also committed a criminal offense.

The penalty for a first-time offense is either a civil fine or a class C misdemeanor, at the discretion of a judge, and, for second or subsequent offenses, a violator will be charged with a class B misdemeanor.