

Section 35-9A-421

Noncompliance with rental agreement; failure to pay rent.

(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 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 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 days after receipt of the notice. If the breach is not remedied within the seven 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 four 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) Possession or use of illegal drugs in the dwelling unit or in the common areas.

(2) Discharge of a firearm 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.

(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.

(Act 2006-316, p. 668, §1; Act 2009-633, p. 1939, §1; Act 2011-700, p. 2154, §1; Act 2014-279, p. 886, §1.)