AN ALABAMA LEGAL GUIDE FROM APEX LAW LLC



So you need to evict

A Landlord's Guide to Eviction, Ejectment, Squatters, and Collecting What You Are Owed in Alabama

NEIL E. FULSANG, ESQ.

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A Landlord's Guide to Eviction, Ejectment, Squatters, and Collecting What You Are Owed in Alabama

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Responsible attorney for this publication: Neil E. Fulsang, Esq., Apex Law LLC, Huntsville, Alabama.

READ THIS PAGE FIRST

About this manual, and what it is not

I wrote this for the people who own and manage rental property in Alabama: the landlord with three houses, the property manager with three hundred doors, and everyone in between. It covers the whole arc of getting a property back and getting paid: the lease terms that make an eviction clean, every notice the law requires, the court filing, service of process, the hearing, the writ, the tenant's belongings, the deposit accounting, and the garnishment that turns a judgment into a check. It also covers the three situations that are not evictions at all and that landlords routinely handle wrong: business tenants, squatters, and occupants who were never tenants.

Two years ago I wrote a companion manual for tenants, and this one is built as its mirror. Every defense a tenant's lawyer will raise against you appears here, from the other side, with the record that defeats it. The most common way a landlord loses an Alabama eviction is not a bad tenant with a good lawyer; it is a notice that gave six business days instead of seven, a complaint filed on the last day of the notice period instead of the day after, or a posting with no mailing behind it. Each of those is avoidable, and each is covered in detail.

What follows is general information, and I want to be plain about why it is not legal advice. Advice takes facts: your lease, your ledger, what your tenant did, what you did in response, which county you are in, and what the district judge there expects. I do not know those things about you. So I can tell you what the law provides, what to file, and when. I cannot tell you how your case comes out.

Statutes, rules, forms, and local practices change. Everything here reflects the law as I researched it through September 7, 2026, working from the Code of Alabama, the Alabama Rules of Civil Procedure, published decisions, the Unified Judicial System's official forms, county clerks' published filing guidelines, and the federal statutes that reach some tenancies. The rule that governs eviction deadlines, Rule 6, was amended effective April 9, 2026. Nothing decided after my research date is in here.

Need the eviction filed, or the money collected, by someone who does this every week?

Scan the code with your phone's camera to open Apex Law's secure contact form, or go to https://apex-law-al.mycase.com/contact_us/oD9HNbErsdr9ppiTt6RizfJF. Tell us the county, the property address, the tenant's name, and where things stand. Chapter 14 explains how the firm works with landlords.

Filling out the form does not make you a client and does not stop any deadline. It starts a conversation.

Please do not assume any of the following

That Apex Law LLC or attorney Neil Fulsang represents you. Reading this manual does not make you a client. Sending an email or a form does not make you a client. An attorney-client relationship is formed only by a written agreement after a conflict check.

That anyone at Apex Law LLC is watching your deadlines. Nobody is unless you have signed an engagement agreement that says so. The deadlines in an eviction are measured in days, and several are seven days. Meet every deadline yourself while you wait for any response.

That a statement in this manual excuses a mistake in your case. If something here turns out to be wrong for your situation, the court will apply the law, not this manual.

Where I quote a statute or a rule, the citation sits right next to it so you can go read the original. Appendix E lists every source with a link. If a clerk or a judge tells you something different from what you read here, do what the clerk or the judge tells you and let me know afterward so I can fix the manual.

A note from Neil Fulsang

Most eviction lawyers in this state do half the job. They get the landlord possession, they collect their fee, and they leave the unpaid rent, the late fees, and the damage to the unit sitting in a file. My view is that a judgment for possession without a judgment for money is a job half done, and that the second half, the money, is where a landlord's discipline about leases, ledgers, and notices actually pays off. This manual is written with that in mind. Every chapter asks two questions: how do you get the property back, and how do you get paid.

It is also written with respect for the other side of the courtroom. Tenants have real rights under Alabama law, and the landlords who lose in front of me are usually the ones who forgot that. A landlord who follows this manual will be slower by a few days than one who changes the locks, and will never write a check for three months' rent and the tenant's attorney's fees under § 35-9A-407. That trade is worth making every time.

If you have questions about your own property, email me at neil@apexlawal.com or use the contact form on the page before this one. Give me the county, the address, the tenant's name, and the next date on your calendar. I cannot take every case or promise how fast I will answer, so do not let a deadline sit while you wait on me.



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TWO PAGES TO READ BEFORE ANYTHING ELSE

Start here: Which process do you need?

Alabama has four different legal routes for getting a person out of your property, and they are not interchangeable. The eviction process under the Alabama Uniform Residential Landlord and Tenant Act is for residential tenants. Unlawful detainer under the older statutes is for business tenants. Ejectment is for occupants who were never tenants. The squatter statute is for people who broke in. Filing the wrong one costs you the filing fee, the weeks it takes to lose, and sometimes a damages claim. Find your situation below, then read Chapter 2 before you file anything.

Who is in the property, and how did they get there? Find the row and go to that chapter.

A residential tenant who has not paid or has broken the lease	**A residential tenant whose lease ended, or a month-to-month tenant**	**A business tenant (office, retail, warehouse, farm land)**
EVICTION under the Act Chapters 3 to 8 Notice, then Form C-59 in district court	EVICTION under the Act Chapter 3 (30-day or holdover notice), then Chapters 4 to 8	UNLAWFUL DETAINER Chapter 11 10-day written demand, then Form C-59
A person who was never your tenant and had no permission to be there	**A former owner after foreclosure, a contract buyer, or a family member who was let in but has no lease**	**A tenant who has disappeared, left the keys, or let the power stay off for a week**
SQUATTER REMOVAL Chapter 9 Sworn affidavit to law enforcement (§ 35-9B-2)	EJECTMENT Chapter 10 Written demand, then circuit court complaint	ABANDONMENT Chapter 3, § 35-9A-423 Document it, notice, inventory, re-let; no lawsuit

Using the wrong process is the most expensive mistake in this manual. Chapter 2 explains how to tell the situations apart.

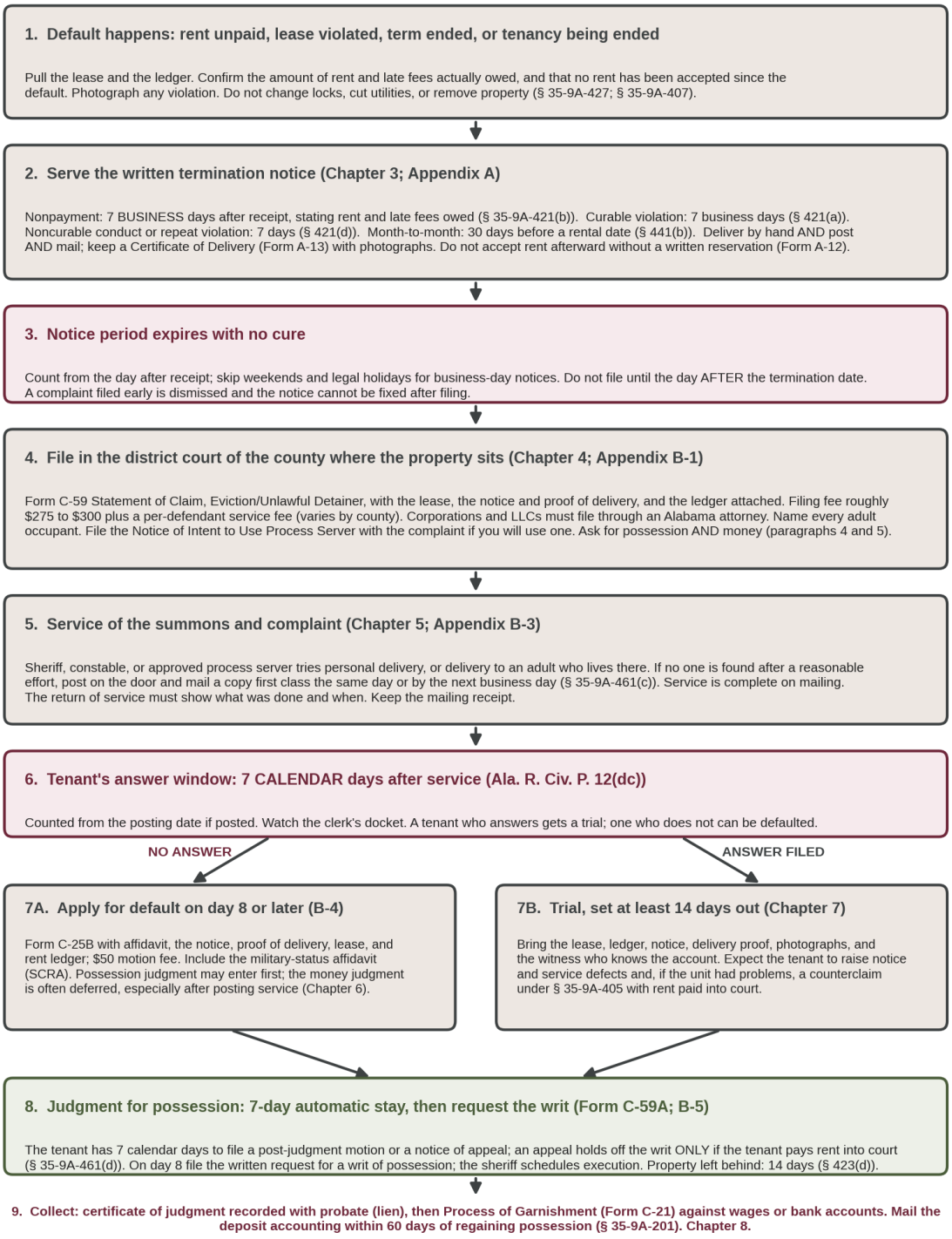
The whole residential eviction on one page

The chart on the next page is the spine of this manual. It shows every filing in a residential eviction, in order, with the day count that separates each step from the next and the form number that goes with it. Chapters 3 through 8 walk through the chart one stage at a time. Appendix A holds the notices; Appendix B holds the court documents; Appendix C holds a checklist version of the same chart that you can print for each file.

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What to file, and when: the residential eviction from default to collection

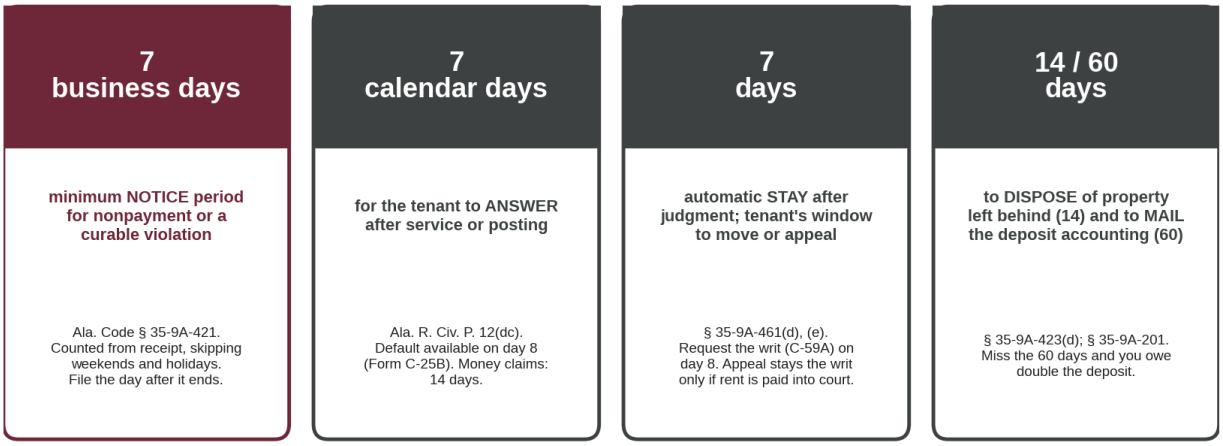
Day counts are the legal minimums. "Business days" skip weekends and legal holidays; "calendar days" do not. Form numbers are Alabama Unified Judicial System forms.



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The deadlines landlords miss

Four numbers in that chart decide most cases. Two of them are yours to meet and two are the tenant's. Know all four.



Write these things down before you start

Record	Why it matters
The date the tenant actually received the termination notice, and how	Every notice period in § 35-9A-421 runs from receipt. You will have to prove it.
The termination date stated in the notice	You cannot file before the day after it. Filing early is fatal to the case.
The county, the district court, and the case number once assigned	Every later filing, and the garnishment years from now, goes to that clerk under that number.
The date and method of service of the complaint, including the mailing date if posted	The tenant's 7-day answer clock, and your day-8 default application, run from it.
The date judgment was entered in the court's electronic system	The 7-day stay and the tenant's appeal window run from entry, not from the hearing.
The date the sheriff returns possession to you	The 14-day property clock and the 60-day deposit clock start when you get the unit back.

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Six things not to do, whatever else you do

Do not change the locks, remove doors, shut off utilities, or remove a tenant's belongings before the sheriff has executed a writ. The Act forbids it (§ 35-9A-427), and the tenant can recover up to three months' rent or actual damages, whichever is greater, plus attorney's fees (§ 35-9A-407).

Do not accept rent after serving a termination notice without a written reservation of rights. Acceptance with knowledge of the default waives the termination (§ 35-9A-424). Appendix A-12 is the reservation.

Do not file the complaint on the last day of the notice period. File the day after it ends.

Do not post the complaint on the door without mailing a copy the same day or the next business day. A posting without the mailing is not service.

Do not use the squatter affidavit on anyone who was ever your tenant or who paid you anything. The penalty for misuse is triple the fair rent plus fees (§ 35-9B-6).

Do not sign a Statement of Claim for a corporation or an LLC unless you are a licensed Alabama attorney. The clerk will accept it; the judge will dismiss it.

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CHAPTER 1

Leases and records that make an eviction clean

An eviction is won or lost before the tenant ever misses a payment. The lease decides what you can charge, what you can terminate for, and whether you can recover attorney's fees. The ledger decides whether your nonpayment notice states the right amount. The file decides whether you can prove any of it in the four minutes a district judge gives you. This chapter is about building all three so that the rest of the manual is easy.

The Act, and what it does to your lease

Every residential rental in Alabama is governed by the Alabama Uniform Residential Landlord and Tenant Act, Ala. Code § 35-9A-101 and following, which this manual calls the Act. It applies to written and oral agreements alike, § 35-9A-141(13), it preempts local ordinances, § 35-9A-121, and it cannot be waived by contract. A lease clause that purports to waive the tenant's rights under the Act, to authorize a confession of judgment, to make the tenant pay your attorney's fees except as the Act allows, or to excuse you from liability is unenforceable, and a landlord who knowingly puts such a clause in a lease and tries to enforce it owes the tenant actual damages plus up to one month's rent and attorney's fees. § 35-9A-163. Read your form lease against that list. Many forms sold online were written for other states and contain clauses that will cost you money in an Alabama courtroom.

The Act also fixes duties on you that no lease can remove: to deliver possession at the start of the term, § 35-9A-402; to comply with building and housing codes materially affecting health and safety, keep the premises habitable, maintain the electrical, plumbing, heating, and air-conditioning systems and appliances you supply, provide garbage receptacles, and supply running water, hot water, and reasonable heat, § 35-9A-204; to give two days' notice before non-emergency entry, § 35-9A-303; to disclose in writing the names and addresses of the manager and of an owner or agent authorized to receive notices, § 35-9A-202; and to account for the deposit within 60 days after the tenancy ends, § 35-9A-201. Each of those duties is a counterclaim waiting to happen if you ignore it, and Chapter 6 explains how tenants use them.

Lease terms that matter in court

Term	Why it matters when you evict
Names of every adult occupant as tenants, jointly and severally liable	You can evict and get a money judgment against everyone who signed. Adults who did not sign are occupants, not tenants, and must be named separately (Chapter 4).
Rent amount, due date, where and how it is paid, and what counts as paid	The nonpayment notice must state the rent and late fees owed. A lease that is vague about when rent is late produces a notice the tenant can attack.
Late fee: amount, when it	Late fees are collectible only if the lease provides for them. The Act's

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Term	Why it matters when you evict
accrues, and that it is additional rent	definition of rent covers all payments the lease requires. § 35-9A-141(12). State the fee as a fixed sum or a stated percentage; do not compound it.
Attorney's fees: do not put them in the lease; ask for them under the statute	A residential lease may not require the tenant to pay the landlord's attorney's fees or costs of collection. § 35-9A-163(a)(3). The clause is unenforceable, and a landlord who knowingly includes one and tries to enforce it owes the tenant actual damages, up to one month's rent, and the tenant's fees. § 35-9A-163(b). The Act itself, however, lets the court award you reasonable attorney's fees for the tenant's noncompliance with the lease or with § 35-9A-301 (§ 35-9A-421(c)), after termination (§ 35-9A-426), for a willful holdover (§ 35-9A-441(c)), and for a bad-faith counterclaim (§ 35-9A-405(a)). Plead them under those sections.
Term, renewal, and holdover	Say whether the lease renews automatically, converts to month-to-month, or ends. A tenant who stays after the term with your consent is month-to-month, § 35-9A-161(d), and needs 30 days' notice; a willful holdover without consent owes up to three months' rent, § 35-9A-441(c).
Occupancy limits, guests, pets, smoking, vehicles, noise, and use	Every lease violation you may someday need to terminate for must be a written term. A notice that cites a rule that is not in the lease terminates nothing.
Utilities: who pays, and what happens if the tenant lets electricity lapse	Electric service off for seven consecutive days creates a presumption of abandonment. § 35-9A-423(e). A lease that requires the tenant to keep power on helps.
Deposit amount (not more than one month's rent, with exceptions for pets, alterations, and increased liability risk), and what it secures	§ 35-9A-201(a). The deposit must be money; a landlord may not hold the tenant's property as security, and the landlord's lien is abolished (§ 35-9A-425). A deposit over the cap is an easy counterclaim.
Notice addresses for both parties, and consent to notice by posting and by email in addition to hand delivery	The Act does not say how termination notices are delivered; a lease clause that fixes the method and address supports your proof of receipt.
Military clause	Servicemembers can terminate on orders under federal law, 50 U.S.C. § 3955. A clause that tracks the statute avoids a fight.
Crime, drug, and firearm clause	Illegal drug activity, illegal firearm use, and assault on the premises are noncurable grounds under § 35-9A-421(d). The lease should say so.

Screening and move-in

A lease that the tenant signed but you never countersigned, or that you signed and the tenant never returned, is still a lease: the landlord's acceptance of rent without reservation, or the tenant's acceptance of possession and payment of rent without reservation, gives the written agreement the same effect as if both had signed it, except

that a term longer than one year is cut to one year. § 35-9A-162. Sign and deliver the lease anyway; the statute rescues the careless landlord, but only after an argument.

Take a written application from every adult, verify income and prior addresses, and run the same checks on every applicant; the Fair Housing Act and the Alabama Fair Housing Law, Ala. Code § 24-8-1 and following, prohibit different treatment on the basis of race, color, religion, sex, national origin, familial status, or disability, and inconsistent screening is how discrimination claims are proven. Complete a move-in inspection form with photographs, signed by the tenant, and keep it with the lease; it is your evidence for deductions from the deposit. Give the § 35-9A-202 disclosure at signing. Collect the deposit and the first month's rent by traceable means, and record them.

The ledger

Keep one ledger per tenancy showing every charge and every payment by date, with a running balance, and post payments the day they arrive. Apply payments in the order the lease specifies; if the lease is silent, apply to rent first, because a nonpayment notice that demands a balance made up of unpaid fees rather than rent invites a challenge. Never carry an unexplained charge. When you serve a nonpayment notice you will copy the rent and late-fee figures from this ledger onto the notice, and when you file the complaint you will attach it. A ledger that a judge can read in thirty seconds is worth more than any argument you will make.

The file the judge will see

For each tenancy keep, in one place: the application; the signed lease and every addendum; the move-in inspection with photographs; the § 35-9A-202 disclosure; the ledger; every written communication with the tenant, exported with dates; every repair request and what you did about it, with dates and receipts; the termination notice and your proof of how and when it was delivered; and photographs of any violation. Appendix C-1 is a checklist. A property manager who keeps this file for every unit can hand a lawyer a winning eviction in an hour; one who has to reconstruct it after the tenant stops paying will spend that hour explaining why the case has to wait.

Habitability, repairs, and the counterclaim you can prevent

The tenant-side defense programs in this state seldom bring affirmative habitability lawsuits, but they raise repair problems constantly as counterclaims and setoffs inside evictions, because § 35-9A-405 lets a tenant in possession counterclaim for anything recoverable under the lease or the Act and forces the court to net the two sides' claims. A tenant who owes two months' rent and can prove four months without working heat can walk out of your eviction with a judgment. The answer is not to argue about it at the hearing; it is to respond to repair requests in writing, fix what the Act requires you to fix, keep the receipts, and document conditions the tenant caused, because § 35-9A-204(f) and § 35-9A-301 put damage caused by the tenant, the tenant's family, or guests on the tenant. Chapter 6 covers the counterclaim itself.

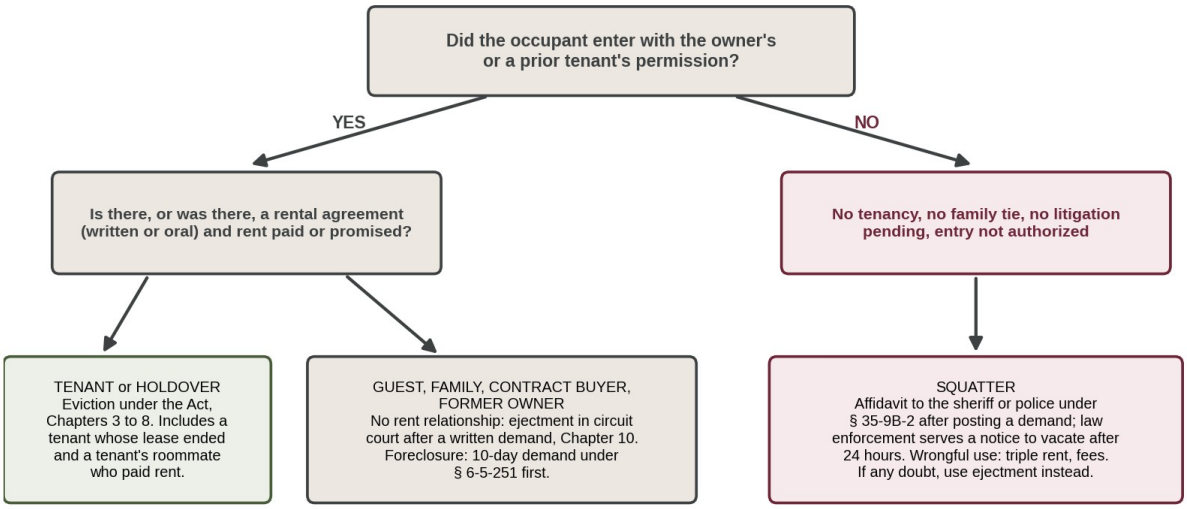
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CHAPTER 2

Choosing the right process

The first question in every file is who the occupant is and how that person came to be there. The answer picks the statute, the court, the notice, and the timeline. The decision tree below is the short version; the table that follows is the long one.

Tenant, holdover, guest, buyer, or squatter? The answer picks the remedy



A person who paid you anything, or whom you allowed to stay, is not a squatter. A tenant's guest who refuses to leave after the tenant is gone is usually handled by naming the guest in the eviction against the tenant, or by ejectment. Never use force, and never use the squatter affidavit to shortcut a tenant dispute (§ 35-9B-4, -6).

Occupant	Remedy and statute	Court and first step	Chapter
Residential tenant, written or oral lease, any default or expiration	Eviction under the Act, §§ 35-9A-421, 441, 461	District court where the property sits; termination notice, then Form C-59	3 to 8
Residential tenant's adult guest, roommate, or family member who stays after the tenant leaves	Named as a defendant in the eviction against the tenant, or ejectment if no tenancy can be alleged	District court with the eviction; otherwise circuit court	4, 10
Business or farm tenant (office, retail, shop, warehouse, land)	Unlawful detainer, Ala. Code §§ 35-9-5, 35-9-6, 6-6-310 and following	District court; 10-day written demand, then Form C-59	11
Manufactured home on your lot, tenant owns the home	Eviction or unlawful detainer depending on the facts; the Act's coverage of lot-only rentals is unsettled	District court; get advice on which statute to plead	12

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Occupant	Remedy and statute	Court and first step	Chapter
Former owner after foreclosure, or the owner's family	Written demand under § 6-5-251, then ejectment, § 6-6-280	Circuit court	10
Bona fide tenant of a foreclosed owner	Eviction under the Act after the federal 90-day notice, Protecting Tenants at Foreclosure Act	District court	10, 12
Buyer under a contract for deed or lease-purchase who defaulted	Ejectment after the contract's default and forfeiture terms are met; the Act does not apply, § 35-9A-122(2)	Circuit court	10
Hotel or extended-stay guest	Transient occupancy is outside the Act, § 35-9A-122(4); ejectment or, for a true trespasser, the squatter statute	Depends on the facts	9, 10
Employee living on the premises as part of the job, employment ended	Outside the Act, § 35-9A-122(5); ejectment	Circuit court	10
Person who broke in or moved into a vacant unit with no permission	Squatter removal, § 35-9B-2; criminal trespass; ejectment as a fallback	Sheriff or police with a sworn affidavit; circuit court if contested	9
Tenant who has left without notice	Abandonment procedure, § 35-9A-423; no court filing needed	None; notice and inventory	3

Why the distinction matters

Each process has its own notice, its own answer period, and its own court. Eviction under the Act is fast: a seven-business-day notice, a seven-calendar-day answer, a trial with docket priority, and a seven-day stay. Ejectment is an ordinary circuit court lawsuit with a 30-day answer period and no statutory priority; it can take months. The squatter statute is faster than either but is available only when the occupant fits every element of § 35-9B-2, and it carries a penalty of triple the fair rent plus attorney's fees if you use it on someone it does not fit. Unlawful detainer for business tenants looks like eviction but starts from a different notice statute. Filing an eviction against a squatter, or a squatter affidavit against a tenant, or an ejectment against a business tenant, wastes the filing fee and the weeks, and in the case of the affidavit invites a lawsuit.

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When the facts are mixed, choose the process whose elements you can prove with documents. A tenant's boyfriend who moved in and stayed after she left is a guest, but if he paid you rent, even once, he is a tenant. A cousin who was let in to house-sit and will not leave is an occupant with permission, which rules out the squatter statute and points to ejectment. A person in a vacant unit with a lease you never signed is a squatter under the statute's own words, which contemplate a fraudulent lease. Chapter 9 and Chapter 10 take the last two apart.

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CHAPTER 3

Notices: the document that decides the case

A residential eviction in Alabama cannot be filed until the tenant's right to possession has been terminated, and for a tenant in default that termination happens only by a written notice that meets the statute. The notice is the first thing a tenant's lawyer reads and the first thing a judge asks for. If it is short by a day, demands the wrong amount, or was never actually received, the case is dismissed and you start over; the defect cannot be cured after filing. This chapter is about getting the notice right the first time. The selector chart shows which notice fits which situation; the sections that follow explain each one, then how to deliver it, how to count it, and what to do if the tenant pays.

Which notice, and how long: residential tenancies under the Act

Situation	Minimum period	Can the tenant cure?	Statute and form
Rent not paid	7 BUSINESS days after receipt	Yes: pay everything the notice demands before the date	§ 35-9A-421(b) Form A-1
Other lease violation or health/safety breach	7 BUSINESS days after receipt	Yes, if the breach can be remedied	§ 35-9A-421(a) Form A-2
Drugs, illegal firearm use, assault, or same breach again within 6 months	7 days	No	§ 35-9A-421(d) Forms A-3, A-4
Intentional misrepresentation on the application	7 business days	No	§ 35-9A-421(a) Form A-3
Month-to-month tenancy, no cause needed	30 days before a periodic rental date	Nothing to cure	§ 35-9A-441(b) Form A-5
Week-to-week tenancy	7 days	Nothing to cure	§ 35-9A-441(a) Form A-6
Fixed lease ending; you will not renew	None required by the Act; check the lease; give 30 days as good practice	Nothing to cure	§ 35-9A-441(c) Form A-7

Receipt, not mailing, starts every period under § 35-9A-421; the three-day mailing presumption does not apply to termination notices (§ 35-9A-144(e)). Deliver by hand or post on the door, and mail as well, and keep proof of each. When in doubt, give more time than the minimum; a longer notice is never defective for length.

Nonpayment of rent: § 35-9A-421(b)

If rent is unpaid when due, the landlord may terminate the rental agreement by a written notice specifying the amount of rent and any late fees owed to remedy the breach and stating that the agreement will terminate on a date not less than seven business days after receipt of the notice. If the tenant pays the amount specified before the date in the notice, the agreement does not terminate. § 35-9A-421(b). Four things follow. The notice must state a dollar figure, and the figure must be rent and late fees only; a notice that conditions the tenant's staying on paying utility charges, damage

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charges, or anything else is open to attack. The figure must match the ledger; a notice that overstates the debt by a fee the lease does not authorize is a notice a judge can find defective. The termination date must be at least seven business days after the day the tenant receives the notice, counted as Chapter 3 explains below, and giving more is always safe. And the notice must actually terminate; a letter that says "please pay or we will have to take action" is a reminder, not a termination. Appendix A-1 is the form.

Other violations with a right to cure: § 35-9A-421(a)

For a material noncompliance with the lease, or a noncompliance with the tenant's duties under § 35-9A-301 that materially affects health and safety, the notice must specify the acts and omissions constituting the breach and state that the agreement will terminate on a date not less than seven business days after receipt if the breach is not remedied. If the tenant adequately remedies the breach before the date specified, the agreement does not terminate. § 35-9A-421(a). Specificity is the whole point: "unauthorized pet" is not enough; "a dog is being kept in the unit in violation of paragraph 14 of the lease, which prohibits pets" is. The tenant's right to cure is limited. No breach may be cured more than twice in any twelve-month period without your written consent, § 35-9A-421(d), and a second breach of substantially the same kind within six months of a cured first breach is a noncurable default. Keep every notice you serve, because the count of cures is your proof. Appendix A-2 is the form.

Noncurable defaults: § 35-9A-421(d)

Some conduct ends the tenancy on a seven-day notice with no right to cure unless you consent: possession or use of illegal drugs on the premises, discharge of a firearm on the premises except in self-defense, criminal assault on the premises, and a repeat of the same breach within six months of an earlier cured breach. The list in the statute is illustrative, not exclusive, so a lease can identify other conduct as noncurable, but a judge will read that list narrowly. An intentional misrepresentation of a material fact in the application or lease is also not curable, though that notice runs seven business days under § 35-9A-421(a). Appendix A-3 is the noncurable-conduct form; A-4 is the repeat-violation form. Both should describe the conduct with dates, and where police were involved, the report number.

Ending a periodic tenancy without cause: § 35-9A-441

A month-to-month tenancy is ended by written notice given at least 30 days before the periodic rental date specified in the notice, § 35-9A-441(b); a week-to-week tenancy by at least seven days' notice, § 35-9A-441(a). No reason is required and none should be given. The date must line up with a rental date: if rent is due on the first, a notice received on March 10 cannot terminate on April 9; it terminates on April 30, the day before the next rental date at least 30 days out, or on a later rental date you choose. Landlords who want the tenant out by a specific date should count backward and serve early. Appendix A-5 and A-6 are the forms.

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End of a fixed term, non-renewal, and holdover

The Act requires no notice to end a lease that ends by its own terms, but the lease may, and good practice is to serve a written notice of non-renewal at least 30 days before the term ends so there is no argument that you consented to a holdover. If the tenant stays after the term without your consent, you may file for possession without any further notice, and if the holdover is willful and not in good faith you may also recover up to three months' rent or your actual damages, whichever is greater, and attorney's fees. § 35-9A-441(c). If you accept rent after the term, you have consented, and the tenant is month-to-month under § 35-9A-161(d) and entitled to a 30-day notice. Appendix A-7 is the non-renewal notice.

Notices that are not termination notices

Notice	Rule and form
Notice of intent to enter	Two days' notice for non-emergency entry at reasonable times; a note posted on the primary entry door stating the time and purpose is a permitted method. No notice is needed for an emergency, and a tenant's repair request is consent to enter to make the repair. § 35-9A-303(c), (e). Appendix A-8.
Notice to remedy the tenant's failure to maintain	If the tenant's noncompliance with § 35-9A-301 materially affects health and safety and can be fixed by repair, replacement, or cleaning, a written notice specifying the breach and giving seven days to remedy it lets the landlord enter, do the work, and bill the reasonable cost as rent due on the next rent date. § 35-9A-422. Use Form A-2 and add the § 35-9A-422 demand.
Notice of rent increase or other change to a month-to-month tenancy	Not addressed by the Act; treat it as a termination of the old terms and use the 30-day § 35-9A-441(b) period measured to a rental date. Appendix A-9.
Notice of abandonment and disposal of property	See the abandonment section below. § 35-9A-423. Appendix A-10.
Deposit itemization and return	Within 60 days after termination and delivery of possession, mail an itemized statement of deductions and any balance to the forwarding address, or to the last known address or the unit if none was given. § 35-9A-201. Missing the 60 days costs double the deposit. Appendix A-11.
Reservation of rights on accepting a payment	Accepting rent with knowledge of a default waives the right to terminate for that default unless otherwise agreed after the breach. § 35-9A-424. Accept only under a signed writing that preserves the termination. Appendix A-12.
Certificate of delivery	Not a notice to the tenant; your own sworn record of how and when each notice was delivered, with photographs attached. Appendix A-13. Fill one out every time.

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Delivering the notice, and proving receipt

The Act's periods run from receipt, and the Act's general notice-by-mail rule, which treats a mailed notice as received three days after mailing, expressly does not apply to notices that terminate a tenancy or evict a tenant. § 35-9A-144(e). That leaves receipt as a question of fact that you must be able to prove. The method that survives cross-examination uses three channels at once: hand delivery to the tenant, or to an adult who lives in the unit, by a person who can testify to it; posting on the front door, photographed on the door with the date and time visible; and first-class mail to the unit the same day, with a certificate of mailing from the post office. Send it by email and text as well if the lease permits notice that way. Then complete the Certificate of Delivery in Appendix A-13, attach the photographs and the mailing receipt, and put it in the file. Count the notice period from the hand delivery or posting date, never from the mailing date, and when the tenant claims a later receipt, give the benefit of the doubt in your count; a day of extra patience costs nothing, and a dismissed case costs a month.

Certified mail is a poor primary method for termination notices. Tenants refuse it or fail to claim it, the return receipt then proves nothing about receipt, and the notice period does not begin until the tenant actually gets it. Use certified mail only as an addition to hand delivery and posting, never as a substitute.

Counting the days

Section 35-9A-421 counts in business days for nonpayment and curable-violation notices. The Act defines "day" as a calendar day, § 35-9A-141(3), but does not define "business day"; the safe reading, and the one used here, is a weekday that is not a state legal holiday. Start counting on the day after receipt, skip Saturdays, Sundays, and holidays, and the termination date must be no earlier than the seventh business day. The noncurable seven-day notice and the periodic-tenancy notices count in calendar days, with one adjustment the Act itself makes: when the last day of any period under the Act falls on a weekend or an official holiday, the last day becomes the next business day the court is open. § 35-9A-141(3). A seven-day noncurable notice received on a Saturday therefore cannot terminate on the following Saturday; the tenant has through Monday, and you file on Tuesday. The court deadlines in Chapters 5 through 8 count in calendar days too, because Rule 6(dc) switches off the weekend exclusion in eviction cases; do not carry business-day counting into court deadlines or calendar-day counting into the notice. Both examples below use September 2026, the month this edition was written.

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Example A: answering the complaint (calendar days)

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8 posted & mailed	9 day 1	10 day 2	11 day 3	12 day 4
13 day 5	14 day 6	15 day 7 DUE	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Papers posted on your door and mailed on Tuesday, September 8. Day 1 is Wednesday the 9th. Weekend days count. Day 7 is Tuesday the 15th: the clerk must have your answer that day. If the papers were mailed a day after posting, the statute measures from mailing, but the court form counts from posting. Use the earlier date.

Example B: landlord's nonpayment notice (business days)

Su	Mo	Tu	We	Th	Fr	Sa
		1	2 notice received	3 bus. day 1	4 bus. day 2	5 skip
6 skip	7 Labor Day (skip)	8 bus. day 3	9 bus. day 4	10 bus. day 5	11 bus. day 6	12 skip
13 skip	14 bus. day 7 earliest end	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Notice received Wednesday, September 2. Ala. Code § 35-9A-421(b) requires a termination date not less than seven business days after receipt. Saturdays, Sundays, and Labor Day are skipped, so the earliest lawful termination date is Monday, September 14. Paying everything the notice demands before the stated date keeps the lease alive. Pay as early as you possibly can.

Alabama legal holidays that stop a business-day count	When
New Year's Day	January 1
Martin Luther King, Jr. / Robert E. Lee Birthday	Third Monday in January
George Washington / Thomas Jefferson Birthday	Third Monday in February
Mardi Gras (Baldwin and Mobile counties only)	Tuesday before Ash Wednesday
Confederate Memorial Day	Fourth Monday in April
Memorial Day	Last Monday in May
Jefferson Davis Birthday	First Monday in June
Juneteenth (observed by proclamation in recent years; confirm each year)	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day / American Indian Heritage Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day (and, by proclamation, usually the day after)	Fourth Thursday in November
Christmas Day (and, by proclamation, often Christmas Eve)	December 25

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When a holiday falls on a weekend the state observes it on the adjacent Friday or Monday, and governors add days by proclamation around Thanksgiving and Christmas. The Administrative Office of Courts publishes the court holiday schedule each year; check it before counting a notice that crosses a holiday, and when in doubt add a day.

Partial payments, waiver, and the reservation of rights

Section 35-9A-424 is the trap: acceptance of rent with knowledge of a default waives the right to terminate for that default, unless otherwise agreed after the breach. A landlord who serves a nonpayment notice and then takes half the balance has, without a writing, arguably reinstated the tenancy and must start over. The fix is a written agreement, signed by the tenant at the time of payment, stating that the payment is accepted toward the balance only, that the termination stands unless the full amount stated in the notice is paid before the termination date, and that acceptance waives nothing. Appendix A-12 is that document. If the tenant will not sign it, do not take the money. Refuse the payment in writing, so that there is no later argument that you refused a full tender, and note the date, the amount offered, and what was said.

Full payment of everything the nonpayment notice demanded, made before the termination date, ends the termination by operation of the statute whether you like it or not. § 35-9A-421(b). Take it, credit it, and if the tenant is chronically late, use the two-cures-in-twelve-months limit in § 35-9A-421(d) and keep the notices in the file.

Common notice defects, from the tenant's side

Defect a tenant's lawyer will raise	How to make sure it is not in your notice
Too little time	Seven business days after receipt, counted from the day after; give eight or nine if a holiday is near.
Wrong or unsupported amount	Copy rent and late fees from the ledger; leave out utilities, damage charges, and anything the lease does not authorize.
No statement that the tenancy terminates	Use the words. The forms in Appendix A do.
Violation not specified	State the conduct, the date, and the lease paragraph.
Not received	Three channels of delivery and a Certificate of Delivery with photographs.
Rent accepted after notice	No payment without the A-12 reservation.
Wrong tenant, wrong address, wrong landlord	Name every tenant on the lease, the unit address, and the landlord or manager as the lease identifies it.
Filed before the termination date passed	File the day after. Never the day of.

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Defect a tenant's lawyer will raise	How to make sure it is not in your notice
Month-to-month date does not fall on a rental date	Count to the next rental date at least 30 days out.

Abandonment: getting the unit back without a lawsuit

A tenant who has left does not need to be evicted. The Act treats abandonment and surrender as the two situations in which a landlord may retake possession without a court order, § 35-9A-427, and it gives one bright-line rule for finding abandonment: a property is considered abandoned if the electric service has been terminated for seven consecutive days, in addition to any other means by which the landlord determines the unit has been abandoned. § 35-9A-423(e). Beyond that presumption, abandonment is a question of fact: the tenant has left, rent is unpaid, and the circumstances show no intent to return. During any absence of more than 14 days the landlord may enter at reasonable times, § 35-9A-423(b), which is how you look. Once a tenancy has terminated, property the tenant leaves in the unit for more than 14 days may be disposed of without obligation. § 35-9A-423(d). The landlord who retakes an abandoned unit must make reasonable efforts to re-let it at a fair rental, and the old tenancy ends when a new one begins. § 35-9A-423(c). The risk is guessing wrong. A tenant who was in the hospital, or who paid rent and went on a long trip, is not abandoned, and a landlord who clears out that tenant's belongings has committed the unlawful ouster that § 35-9A-407 punishes with up to three months' rent and attorney's fees.

Handle it like this. Document the facts that show abandonment: unpaid rent, the date of the last contact, the power shutoff notice or utility confirmation, photographs of the empty or nearly empty unit, mail piling up, neighbors' statements. Post and mail the Notice of Belief of Abandonment in Appendix A-10, giving the tenant a stated number of days to respond, stating that you will treat the tenancy as terminated by abandonment if there is no response, and stating that property left in the unit will be disposed of 14 days after termination under § 35-9A-423(d). Inventory and photograph everything left behind before removing anything. Store what has value for the 14 days. Then re-let. If the tenant surfaces and claims the unit was not abandoned, the file you built is your defense, and if the claim is credible, stop and file an eviction instead.

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CHAPTER 4

Filing the eviction: Form C-59 and what goes with it

Once the notice period has run without a cure, the case is filed in the district court of the county where the property is located. Venue is fixed by statute, § 35-9A-461(b), and district courts hear eviction actions regardless of the amount claimed, Ala. Code § 12-12-30. The complaint is Form C-59, Statement of Claim, Eviction/Unlawful Detainer, a one-page form that also serves as the summons. Appendix B-1 reproduces its structure with a field-by-field completion guide. This chapter covers the decisions the form asks you to make.

Who can sign

An individual landlord may file and sign in his or her own name. A corporation, limited liability company, partnership, or trust may appear in a district or circuit court only through a licensed Alabama attorney. The only exception, which lets an entity appear through an officer or employee, applies to the small claims docket, Ala. Code § 12-12-31(b), and evictions are not small claims cases. Clerks accept complaints signed by property managers and LLC members every day; judges dismiss them when the tenant, or the tenant's lawyer, points it out, and the filing fee is gone. If your property is held in an LLC, which most should be, the case must be filed by an attorney. A property manager who is an individual and who qualifies as a landlord under § 35-9A-141(7) can file in his or her own name for a property he or she manages, but the money judgment then belongs to the manager, and the owner should think about whether that is what it wants.

Who to name

Name every adult who signed the lease. Name every other adult you know to be living in the unit, by name if you know it and otherwise as "John Doe, an adult occupant" with a description, so that the writ of possession reaches them; a writ issued against one tenant does not authorize the sheriff to remove an unnamed adult who claims to live there. Do not name minors. If the tenant has died, the estate or the occupants are the defendants, and Chapter 12 explains the rest. The address block must be the address of the premises for each defendant, because that is where posting service will occur.

Possession, money, or both

Paragraph 1 of the form demands possession. Paragraph 4 claims a specific sum of unpaid rent and late charges plus court costs and, if applicable, attorney's fees and other charges. Paragraph 5 claims future rent and late charges accruing through the date you regain possession. Check all three. The Act gives a terminated landlord a claim for possession and rent and a separate claim for actual damages and reasonable attorney's fees, § 35-9A-426, and the money side is where the effort in this manual pays off. Fill in paragraph 4 with the balance from the ledger as of the filing date; the court will

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add rent that accrues afterward under paragraph 5 at the hearing. Do not include damage to the unit; that is not known until you get the unit back, and it belongs in the deposit accounting and, if the deposit does not cover it, in a second suit or a later amendment. Do not claim attorney's fees under a residential lease clause, for the reasons in Chapter 1; claim them under §§ 35-9A-421(c) and 35-9A-426.

There is one reason to file for possession only: speed and certainty when the tenant was served by posting and you expect a default. Many district judges enter a default judgment for possession on posting service but defer the money claim, because whether a posted complaint supports a personal money judgment is contested. Form C-25B, the default application, contains a request that the court defer the money judgment until the issue is ripe. Chapter 6 explains the choice. My practice is to plead both, take the possession judgment as soon as it is available, and pursue the money in the same case or, if the court will not enter it, in a second action.

Attachments and fees

Attach the lease and any addenda, the termination notice with the Certificate of Delivery and photographs, and the ledger. Clerks in several counties require the lease and pay history with the complaint, and every judge wants them at the hearing; attaching them at filing also lets the tenant's lawyer see immediately that the notice was right, which shortens the case. The filing fee runs roughly $275 to $300 in most counties, with additional fees for each additional plaintiff or defendant and a separate service fee for the sheriff or constable; the county table in Chapter 13 gives each clerk's telephone number, and a call before filing saves a rejected filing. If you intend to use a private process server, file a Notice of Intent to Use Process Server with the complaint, naming the server, so that the clerk releases the papers to the server rather than the sheriff. Attorneys file electronically through AlaFile; self-represented landlords generally file in person or by mail, and should ask the clerk about electronic options in that county.

The military affidavit

Before a default judgment can be entered against any defendant, federal law requires the plaintiff to file an affidavit stating whether the defendant is in military service, or that the plaintiff is unable to determine it. 50 U.S.C. § 3931. The Department of Defense's Manpower Data Center provides a free status certificate online from the tenant's name and date of birth or Social Security number; get one within a few days before filing the default application and attach it to Form C-25B, which has a line for it. A servicemember tenant cannot be evicted without a court order, may obtain a stay, and has protections against default, Chapter 12; a landlord who ignores the affidavit requirement risks a void judgment.

What happens at the clerk's counter

1. The clerk assigns a case number, collects the filing fee and the service fee, and stamps the Statement of Claim. Write the case number in your file before you leave.

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2. The clerk issues the summons, which is the notice at the bottom of Form C-59, and delivers the papers to the sheriff, the constable, or your designated process server for service.
3. The clerk enters the case on the docket. From that point you can check the docket for the return of service, the answer, and the trial setting through the court's public access system, or by calling the clerk with the case number.
4. If the tenant answers, the clerk sets the trial and mails notice to both sides at least 14 days before the date. If the tenant does not answer, nothing happens until you file the default application. Chapter 6.

Filing day checklist

Termination date has passed and today is at least the day after it. No rent accepted since the notice, or accepted only under a signed A-12 reservation.

Form C-59 completed, every adult occupant named, the premises address in each defendant's address block, paragraphs 1, 4, and 5 checked, the paragraph 4 figure copied from the ledger, and the form signed by an individual landlord or by an Alabama attorney.

Attachments: lease and addenda, notice with Certificate of Delivery and photographs, ledger.

Notice of Intent to Use Process Server, if any, with the server's name, address, phone, and email.

Filing fee and service fee in the form the clerk accepts (many counties require separate checks).

A copy of everything for your file, stamped by the clerk.

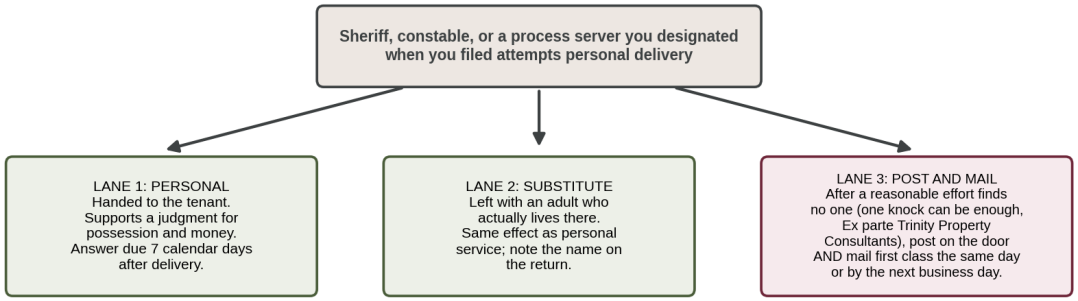
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CHAPTER 5

Service of process: getting the papers to the tenant

Service is where evictions die quietly. A complaint the tenant never received in a manner the law recognizes produces a judgment the tenant can set aside months later, after you have re-let the unit, and a mailing that was skipped or late is the first thing a tenant's lawyer checks. Alabama gives landlords a service method that is fast and forgiving, but only if every step is done and recorded. This chapter explains the three lanes, the timing, and the return.

Serving the summons and complaint (Ala. Code § 35-9A-461(c); Ala. R. Civ. P. 4)



Service by posting is complete on the date of MAILING. The return of service must record the posting, the mailing date, and the address used. A posting with no mailing, or a late mailing, is the defect tenants' lawyers look for first.

Certified mail by the clerk (Rule 4(i)(2)) is also available but slow and easily refused. Email, text, and phone calls are not service. Lane 3 reliably supports the possession judgment; whether it supports a personal MONEY judgment is contested (Morrow v. Pake), so many judges enter possession first and defer the money claim. Serve every adult occupant named in the complaint.

The statute

Section 35-9A-461(c) provides that service of process shall be made in accordance with the Alabama Rules of Civil Procedure, and then adds the eviction-specific method: if the sheriff, constable, or process server is unable to serve the defendant personally, service may be had by delivering the papers to any person who is sui juris, meaning an adult of full legal capacity, residing on the premises, or, if after reasonable effort no person is found residing on the premises, by posting a copy on the door of the premises. On the same day as the posting or by the close of the next business day, the sheriff, the constable, the person who filed the complaint, or anyone on that person's behalf must mail a copy by first class mail to the defendant at the mailing address of the premises, or, if the premises has no mailing address, to the defendant's last known address, and an entry of the mailing must be made on the return filed in the case. Service by posting is complete as of the date of mailing. Note who may do the mailing: the statute lets the landlord or the landlord's agent mail the copy, not only the server, which is why a landlord who learns that the server posted but did not mail can save the service by mailing the same day or the next business day and having

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the return note it. The unlawful-detainer statutes contain a parallel provision, § 6-6-332, for business tenants.

Lane one: personal service

The sheriff, a constable, or a private process server designated in your Notice of Intent hands the papers to the tenant. Personal service supports every kind of judgment, possession and money alike, and it is the method to insist on when the money claim matters and the tenant is findable. Tell the server when the tenant is usually home. A tenant who refuses to take the papers is still served if the server tells the tenant what they are and leaves them in the tenant's presence; the return should say so. Rule 4(c)(1).

Lane two: substitute service on a resident

If the tenant is not found, the papers may be left with an adult of full legal capacity who actually lives in the unit. A spouse, an adult child, or an adult roommate qualifies; a minor, a visitor, a neighbor, or a maintenance worker does not. The return must name or describe the person and state that the person resides there. Substitute service has the same effect as personal service.

Lane three: posting and mailing

If no resident is found after a reasonable effort, the server posts the papers on the door and mails a copy first class to the premises the same day or by the close of the next business day. The Supreme Court of Alabama has held that, absent extraordinary circumstances, a single attempt at personal service by knocking on the door satisfies the reasonable-effort requirement. Ex parte Trinity Property Consultants, LLC, No. 1180642 (Ala. Aug. 30, 2019). Three things must appear on the return: that personal service was attempted and no one was found, the date and time of posting, and the date and address of mailing. Keep the certificate of mailing or the receipt for the postage. Service is complete on the mailing date, and the tenant's seven-day answer period runs from it, although the court's own forms tell the tenant to count from the posting date and clerks generally do the same; when you compute your day-eight default date, count from the later of the two to be safe.

What posting and mailing will and will not support is the subject of Chapter 6. In short, it reliably supports a judgment for possession. Whether it supports a personal money judgment is contested, because Alabama courts treat an eviction filed on Form C-59 as a proceeding about the property itself, quasi in rem, in which the court may lack the personal jurisdiction over the tenant that a money judgment requires. Morrow v. Pake, No. 2170012 (Ala. Civ. App. Apr. 20, 2018). If the money matters and the tenant is dodging the server, keep trying for personal service after the posting, even after the possession judgment; a later personal service on an amended or separate money claim cures the problem.

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Certified mail

The clerk will serve by certified mail at the plaintiff's request under Rule 4(i)(2), and service is complete when the return receipt shows delivery to the defendant or to an agent. It is slow, it fails when the tenant refuses the envelope, and refused or unclaimed certified mail is not service. Use it only as a supplement.

Who may serve

The sheriff or a constable serves in every county for a fee collected with the filing. Private process servers are permitted under Rule 4(i)(1)(B) when designated by the court on the plaintiff's request, which is what the Notice of Intent to Use Process Server accomplishes; the server must be at least 19, not a party, and not related to the case. A landlord or property manager may not serve the landlord's own complaint. Process servers cost roughly $75 to $150 per attempt in most Alabama markets and are usually faster than the sheriff in urban counties; in rural counties the sheriff is often faster and cheaper. Whoever serves, the return goes back to the clerk and into the court file, and you should read it the day it is filed.

Reading the return, and fixing a bad one

What the return shows	What it means for you
Personal service on the named tenant, date and time	Best case. Seven-day answer clock runs; default available on day eight; money judgment supportable.
Left with a named adult resident	Same effect. Note the name; the tenant may deny that person lived there.
Posted on the door and mailed the same day or the next business day, with the mailing address	Valid. Supports possession; money claim may be deferred. Count the answer period from the mailing date.
Posted, no mailing entry	Not valid unless the mailing was done and simply not recorded. If it is still the posting day or the next business day, mail it yourself and have the return amended to show it; if the window has passed, re-serve.
Posted and mailed to an address other than the premises	Valid only if the premises has no mailing address; otherwise re-serve.
"Not found" with no posting	Nothing has happened. Give the server the tenant's schedule and re-issue, or switch to a process server.
Served on a minor, a visitor, or a neighbor	Not valid. Re-serve.

A defective return can be cured only by serving again; it cannot be cured by argument at the hearing. If you catch it before the tenant's answer period would have run, re-serve at once and the case loses only days. If you catch it after a default judgment, expect the tenant to move to set the judgment aside, and re-serve before the tenant does.

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Service on multiple tenants and on entities

Each adult defendant must be served. Personal service on one co-tenant does not serve the other, but posting and mailing addressed to all named defendants at the premises serves all of them. Ask the server to list every defendant on the return. A business tenant that is a corporation or LLC is served through its registered agent, an officer, or a managing agent under Rule 4(c)(6); the Secretary of State's business entity records show the registered agent. Chapter 11.

When service is complete, calendar three dates: the tenant's answer deadline, seven calendar days after service or posting; your default-application date, the day after that; and, if the tenant answers, the trial date the clerk sets, which will be at least 14 days after the setting order. Chapter 6 picks up from there.

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CHAPTER 6

Day eight: default, or an answer and a trial

The tenant has seven calendar days after service to file a written answer with the clerk. Ala. R. Civ. P. 12(dc). Weekends and holidays count, because Rule 6(dc) removes the weekend exclusion in eviction cases; if the seventh day falls on a weekend or holiday, the tenant has until the next day the clerk's office is open. What happens on day eight depends on whether an answer is on file.

If there is no answer: the default application

File Form C-25B, Application and Affidavit for Entry of Default Judgment (for Unlawful Detainer), with the civil motion cover sheet and the $50 motion fee that Ala. Code § 12-19-71 attaches to default applications. Appendix B-4 walks through the form. The affidavit states the date and manner of service, that more than seven days have elapsed, that the tenant has not answered, that the tenant is not a minor or incompetent, whether the tenant is in military service (attach the status certificate), that you have accepted no rent since the termination, the monthly rent and the amount accrued since filing, and it attaches the termination notice with proof of delivery and the lease. Some counties allow the clerk to enter the default; most route it to the judge. A default judgment for possession can be entered on the eighth day after personal service or posting. A default money judgment on a claim that was served personally can be entered after the 14-day answer period for money claims; on a claim served by posting, expect the court to defer it or to require a hearing at which you prove the amount.

Bring or attach the ledger and be ready to compute rent through the judgment date. A default judgment fixes what you can collect; a judgment that omits October's rent because you filed in September and did not update the figure cannot be enlarged later without a new suit. Most judges will add accruing rent through the date of judgment if the application states the monthly rate and the paragraph 5 claim was made.

The tenant can move to set aside a default judgment within seven calendar days of entry, Ala. R. Civ. P. 55(dc), and thereafter only under Rule 60(b), most often on the ground that service was never made and the judgment is void. Rule 60(b)(4). A landlord with a clean return of service wins that motion. A landlord who cannot show the mailing behind a posting loses it, sometimes after the unit has been re-let, which is why Chapter 5 is so insistent about the return.

If an answer is filed

The clerk sets the case for trial at least 14 days after the setting order and mails notice to both sides. Read the answer the day it appears. Most tenants file the official form, PS-01, Answer to Landlord's Claim, which offers eight checkboxes; the table below lists each box, what the tenant is claiming by checking it, and the document in your file that answers it. A tenant with a lawyer will file a typed answer with the same defenses spelled out and, often, a counterclaim. Take a counterclaim seriously: it is the one thing in the case that can end with you writing a check.

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Box	The tenant is saying	What answers it
a	No proper termination notice before filing	The notice, the Certificate of Delivery with photographs, the count of business days, and the filing date after the termination date.
b	Tenant did everything required before the deadline	The ledger showing no full payment, or the continuing violation, before the termination date.
c	Tenant offered the money by the deadline and you refused it	Your written refusal and its reason, and proof that what was offered was less than the notice demanded or came after the date.
d	You accepted a payment after sending the notice	The signed A-12 reservation, or proof that the payment was returned. Without either, expect to lose and refile.
e	The summons and complaint were not given to the tenant or a resident	The return of service; the mailing receipt; the server as a witness if the tenant denies posting.
f	Tenant admits the amount but not possession	Focus the hearing on the termination and the notice; the money is conceded.
g	Tenant denies the amount	The ledger, the lease terms for each charge, and the payment records. Drop any charge the lease does not support before the hearing.
h	Tenant has applied for rental assistance	Not a defense, but a judge may continue the case briefly if payment is imminent. Decide whether waiting is worth it; a paid balance is often better than a judgment.

Defenses beyond the checkboxes

A typed answer may add retaliation, discrimination, a reasonable-accommodation request, the plaintiff's lack of authority, or the argument that the lease was never terminated because you accepted rent after it expired. The Act bars a landlord from bringing or threatening an eviction in retaliation for a tenant's complaint to a code agency, complaint to the landlord about a § 35-9A-204 violation, or membership in a tenants' organization, § 35-9A-501(a), and a tenant who proves it has a defense to the eviction and the remedies of § 35-9A-407. The defense is unavailable when the tenant is in default in rent, when the code violation was caused primarily by the tenant, or when the tenant is in material violation of the lease. § 35-9A-501(c). The file that defeats a retaliation claim is the same one that defeats everything else: the ledger showing the default, the dated repair records showing the complaint was addressed, and a notice that recites the actual ground.

One argument is not a defense at all, and it is worth saying so to the judge when a tenant raises it: the tenant may not withhold rent while in possession to enforce any right under the Act. § 35-9A-164. A tenant who stopped paying because the heat was out had remedies, the 14-day notice under § 35-9A-401, the essential-services remedies of § 35-9A-404, and the counterclaim of § 35-9A-405 with rent paid into court, and rent withholding is not among them. The judge will hear the condition as a

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counterclaim if it is pleaded and the rent is deposited, but the withholding itself remains a default.

A reasonable-accommodation defense, under the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(B), arises when a tenant with a disability asked for a change in a rule or practice that would have avoided the violation and the landlord refused. Assistance animals in no-pet units are the most common example. Respond to every accommodation request in writing, ask only for the verification the law allows, and grant the reasonable ones; an eviction for a violation that an accommodation would have cured is a discrimination case with a losing landlord.

The authority defense is aimed at entities without lawyers and at plaintiffs who are not the landlord. If the lease is in the name of the owner and the complaint is in the name of the manager, the manager is a landlord under § 35-9A-141(7) and may sue, but a copy of the management agreement in the file ends the argument. If the complaint was signed by a non-lawyer for an LLC, there is no cure but dismissal and refiling by counsel.

Counterclaims under § 35-9A-405

In an action for possession or for rent while the tenant is in possession, the tenant may counterclaim for any amount recoverable under the lease or the Act. The tenant must pay into court the rent accrued and rent as it comes due; the court decides whether the tenant stays in the meantime; at the end the court determines what each side owes, pays the net winner first from the money in court, and if no rent remains due after that netting, enters judgment for the tenant on possession. If the counterclaim is without merit and not raised in good faith, the landlord recovers reasonable attorney's fees. § 35-9A-405(a). A tenant who has already vacated may counterclaim in a rent action without paying rent into court. § 35-9A-405(b).

The statute gives you two levers. First, insist on the deposit of rent. A tenant who counterclaims and does not pay rent into court has not complied with the section, and most judges will not let the counterclaim delay possession; file a motion pointing that out and asking for an order requiring the deposit by a date certain. Second, ask for attorney's fees whenever a counterclaim is thin; the good-faith standard is generous to tenants, but a counterclaim built on conditions the tenant never reported, or that the tenant caused, is a candidate.

The counterclaims that succeed are habitability claims under §§ 35-9A-204 and 35-9A-401, essential-services claims under § 35-9A-404, lockout and shutoff claims under § 35-9A-407, and, after the tenant has moved, deposit claims under § 35-9A-201. The evidence that defeats them is dated: the repair request and your dated response; the work order and invoice; the move-in inspection showing the condition at the start; the photographs showing damage the tenant caused; and, for essential services, proof that the interruption was the utility's or the tenant's doing. A landlord who cannot produce those documents will be netted against the rent. A landlord who can will usually see the counterclaim withdrawn at the courthouse door.

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Settlement before trial

Most answered evictions settle, and a settlement that gets the unit back on a certain date with an agreed money figure is often better than a judgment: no appeal, no rent-into-court fight, no sheriff's schedule. The tool is a consent judgment for possession with a stayed writ: the tenant agrees to a move-out date and to pay a stated amount on a schedule; the judgment enters now; the writ does not issue while the tenant complies; and if the tenant misses a date, you file an affidavit of default and the writ issues without a hearing. Appendix B-9 is a sample. Insist on the judgment being entered, not merely the case being continued; a continued case gives you nothing when the tenant misses the date. Address the deposit, the tenant's belongings, and any waiver of claims in the same document, and do not agree to waive the money unless the tenant is actually leaving on the date and the unit is coming back clean.

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CHAPTER 7

The hearing

District court eviction dockets are crowded and fast. Your case will be one of many, the judge will already have read the file, and you will get a few minutes. The landlord who wins is the one who can answer the judge's questions with a document rather than a story. This chapter is what to bring, what to say, and what to expect.

What to bring

Item	Why
Three copies of the lease and addenda	One for the judge, one for the tenant, one for you. The judge will ask which paragraph the violation breaches.
The termination notice, the Certificate of Delivery, the photographs of the posting, and the mailing receipt	Box a on the tenant's answer. Be ready to count the business days out loud.
The ledger, updated through the hearing date, with the rent accrued since filing computed	Paragraphs 4 and 5 of the complaint. The judge will want a number as of today.
The return of service	Box e. Bring the server if the tenant disputes the posting.
Any written reservation of rights, refusal of payment, or returned payment	Box c and box d.
Repair requests, your responses, work orders, invoices, and the move-in inspection	Any counterclaim or setoff. Dated, in order.
Photographs of any violation, and the police report number if there is one	Lease-violation and noncurable cases.
The witness who knows the account: the manager, the bookkeeper, or you	Ledgers come in as business records through the person who keeps them. A lawyer cannot testify to your ledger.
A proposed judgment	Some judges sign a form judgment at the bench; having one drafted with the correct figures speeds it up.

How the hearing runs

The judge calls the case and asks the tenant whether the tenant is still in possession and whether the rent is unpaid. Many cases end there. If the tenant

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contests, the judge will ask you for the notice, the count, and the ledger, then ask the tenant what the defense is, then hear evidence on whatever is actually disputed. Trials are to the judge alone; there is no jury in district court. Be brief. Lead with the notice and the ledger, answer the question asked, and let the documents talk. If the tenant raises conditions in the unit, have the repair file in your hand before the tenant finishes the sentence.

Evidence rules apply, but district judges apply them practically. Your ledger is a business record if the person who keeps it testifies that it is kept in the ordinary course of business at or near the time of the entries. Photographs come in through the person who took them. Text messages from the tenant are admissions and come in through you. Hearsay from a maintenance vendor about what he found in the unit does not come in unless he is there; bring him if it matters. Never argue with the tenant; address the judge. Never say anything about the tenant's character, family, or immigration status; say what the lease required and what the ledger shows.

What the judgment says

A judgment for the landlord awards possession, and, if the money claim was tried, a sum certain for rent through the judgment date, late fees the lease authorizes, court costs, and any attorney's fees the court awards under the Act. Ask the judge to state the amount and the date through which rent is included, because that judgment is what the garnishment will be based on. If the judge awards possession but reserves the money, ask for a date on which the money claim will be heard. If the judgment is for the tenant, ask why: a notice defect can be fixed by serving a new notice today; a service defect by re-serving; a waiver by refusing the next payment. A loss on the merits, meaning the judge found the lease was not breached, is the one you should talk to a lawyer about before filing again.

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CHAPTER 8

After judgment: the writ, the appeal, the property, the deposit, and the money

A judgment for possession is not possession. Between the judgment and the day you change the locks there is a seven-day stay, a possible appeal, a writ, the sheriff's schedule, and the tenant's belongings. Between the money judgment and the money there is a certificate of judgment, a garnishment, and the garnishee's answer. This chapter covers the whole distance.

The seven-day stay and the tenant's options

No writ of possession may issue until seven days after the judgment, § 35-9A-461(e); Ala. R. Civ. P. 62(dc)(2), and during those seven calendar days the tenant may file a post-judgment motion under Rule 59(dc) or a notice of appeal to circuit court under § 35-9A-461(d). A timely post-judgment motion must be ruled on within 14 days, extendable once for 14 more, or it is denied by operation of law, Rule 59.1(dc), and it suspends the appeal time. A notice of appeal starts a new trial in circuit court, which must be set within 60 days. § 35-9A-461(d). The appeal does not stop the writ unless the tenant pays into the circuit clerk all rent properly payable since the filing of the action and keeps paying as rent comes due; if the tenant fails to pay an installment the court finds properly payable, the writ issues on your motion. § 35-9A-461(d)(1). Appendix B-6 is that motion. Calendar the rent due dates the moment an appeal is filed, and file the motion the day after a missed payment.

The tenant who appeals must also post security for costs, Ala. Code § 12-12-70(a), or an approved affidavit of substantial hardship, Ala. R. Civ. P. 62(dc)(5). The hardship affidavit relieves the tenant of the cost bond; it does not relieve the tenant of the rent. In circuit court the case is tried again from the beginning; bring the same file, and expect the tenant to have a lawyer this time. Money judgments have their own 14-day appeal period and a supersedeas bond requirement of twice the judgment to stay collection, Ala. Code § 12-12-73; a tenant who appeals only the possession judgment has not stayed your garnishment.

Requesting and executing the writ

On the eighth day after entry of the judgment, if no post-judgment motion or notice of appeal with rent deposit is on file, file a written request for a writ of possession. There is no statewide form for the request; Appendix B-5 is one, and the writ itself is Form C-59A, Writ of Restitution or Possession, which the clerk issues on the judge's or clerk's signature. Most clerks charge no fee for the writ; the sheriff charges a fee for executing it, which is added to your costs. The sheriff's office schedules the execution, notifies the tenant with a short notice period that varies by county, and on the date meets you or your agent at the property. Bring a locksmith, labor to move property to the curb or to storage as the sheriff directs, and a camera. The sheriff puts you in possession; the sheriff does not move furniture. A tenant who re-enters without just

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cause after the writ is executed is in contempt, and successive writs can issue. § 35-9A-461(e).

The tenant's belongings

Property left in the unit more than 14 days after the tenancy terminated may be disposed of without obligation. § 35-9A-423(d). In a writ case the tenancy terminated well before the sheriff came, so the 14 days have usually run, but the safe practice is to inventory and photograph everything, store what has obvious value for 14 days after the execution, give the tenant a written opportunity to retrieve it, and dispose of it afterward. A landlord who throws out a tenant's belongings on the day of the writ is within the letter of the statute and still a defendant in more lawsuits than one who waited two weeks. Never hold property hostage for rent; the Act abolished the landlord's lien and distraint. § 35-9A-425.

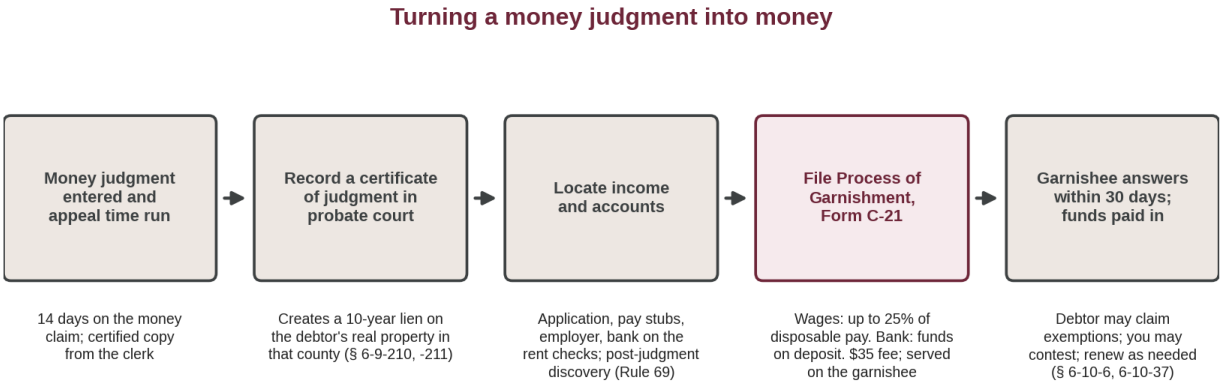
The deposit accounting

Within 60 days after the tenancy terminates and possession is delivered, which in a writ case is the day the sheriff executes the writ, mail to the tenant's forwarding address, or to the last known address or the unit if none was given, an itemized statement of every deduction and a check for any balance. § 35-9A-201(d). Deductions may cover accrued rent and damages caused by the tenant's failure to meet the § 35-9A-301 duties, itemized. If nothing is mailed within 60 days, the tenant is entitled to double the original deposit, § 35-9A-201(f), a claim that tenant-defense programs bring in small claims court routinely because it requires no proof of anything but the date. Appendix A-11 is the letter. Send it by first-class mail with a certificate of mailing, and keep a copy; a deposit that goes unclaimed for 90 days after the letter is forfeited to you. § 35-9A-201(d).

Collecting the money judgment

A money judgment against a former tenant is worth exactly what you do with it. The process below turns it into wages and bank balances, and it is the second half of the job that most eviction practices leave undone.

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Start by recording a certificate of judgment, which the clerk issues on request, in the probate office of every county where the tenant owns or may acquire real property; it creates a lien for ten years and is renewable. Ala. Code §§ 6-9-210, 6-9-211. Then find the money. The application the tenant filled out at move-in has an employer and a bank; the rent checks name the bank; the tenant's social media names the new employer. Post-judgment discovery under Rule 69 lets you serve interrogatories and take a deposition of the judgment debtor about assets, and a debtor who ignores it can be brought before the judge.

The instrument is the Process of Garnishment, Form C-21, filed with the clerk for a $35 fee, naming the garnishee (the employer or the bank), stating the judgment amount, and sworn to by you. Appendix B-7 walks through it. The clerk serves the garnishee, usually by certified mail; the garnishee must answer within 30 days stating what it owes the debtor or holds for the debtor; a wage garnishee then withholds the lesser of 25% of disposable earnings or the amount by which weekly disposable earnings exceed 30 times the federal minimum wage, and pays it into court until the judgment, interest, and costs are satisfied. A bank garnishee holds the funds on deposit up to the judgment. The tenant may file a claim of exemption under Ala. Code § 6-10-6 and following, which you may contest, and a garnishee that does not answer can be held liable for the judgment itself. Judgments bear interest at the statutory rate under Ala. Code § 8-8-10 from entry.

A judgment that covered possession only, or that reserved the money claim, does not end the matter. The claim for unpaid rent, damages beyond the deposit, and attorney's fees under § 35-9A-426 can be brought in a second action in district or small claims court within the limitations period, and if the first case was handled by another firm that stopped at possession, nothing prevents you from bringing the second case now. Chapter 14.

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CHAPTER 9

Squatters: the 2024 removal statute and its limits

Since June 1, 2024, Alabama has had a statute written for the person who breaks into a vacant house, changes the locks, and produces a lease that nobody signed. Act 2024-237, codified at Ala. Code §§ 35-9B-1 through 35-9B-9, lets the owner of a dwelling, or the owner's agent, deliver a sworn affidavit to a law enforcement agency in the county and have the agency serve a notice to vacate on the unauthorized occupant after 24 hours. It is fast, it costs at most a $50 processing fee, and it does not involve a court. It is also narrow, and the penalty for using it on someone it does not cover is severe. This chapter is about knowing the difference.

Who the statute covers

The affidavit must state, under penalty of perjury, seven things: that the affiant is the owner of the dwelling or the owner's agent; that an individual has entered and is remaining unlawfully in the dwelling; that the individual was not authorized to enter or remain; that the individual is not a tenant as defined in § 35-9A-141 or a holdover tenant under § 35-9A-441; that the affiant has demanded that the individual vacate as the statute provides and the individual has not done so; that the individual is not an immediate family member of the owner; and that there is no pending litigation about the dwelling between the owner and the individual. § 35-9B-2(a). The statutory form of affidavit adds that any lease the occupant produces is fraudulent and that the occupant has no ownership interest and is not on the title except by title fraud. § 35-9B-2(b). Every element must be true. A person who was let in, who paid anything, who was a tenant's roommate or guest, or who is the owner's relative is outside the statute no matter how unwelcome he has become.

Occupant	Squatter statute available?
Person who entered a vacant unit without any permission, with or without a fake lease	Yes, if every affidavit element is true.
Former tenant whose lease ended, or whose tenancy was terminated, and who stayed	No. Holdover tenant; evict under the Act.
Tenant's guest, roommate, or partner who stayed after the tenant left	No. Entered with the tenant's permission; evict with the tenant named, or eject.
Owner's child, sibling, parent, or other immediate family member	No. Ejectment.
Occupant who has sued you, or whom you have sued, about the property	No, while the litigation is pending.

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Occupant	Squatter statute available?
Buyer under a contract for deed, or a person claiming to have bought the property	No. Ejectment, with the title dispute decided by the circuit court.
Person who was given a key by a prior owner, a contractor, or a manager	Doubtful. The statute requires that entry was unauthorized; get advice before signing the affidavit.

The procedure, step by step

1. Confirm title. Pull the deed and the tax record; the law enforcement agency will verify that the affiant is the record owner or the owner's agent, and an agent must attach documents proving authority. § 35-9B-3(a).
2. Post the demand. Deliver by hand, or post on the front door or entrance, a written notice stating that the occupant has no right to the dwelling and must vacate immediately, and giving the street address of the law enforcement agency where the affidavit will be delivered. § 35-9B-2(c). Photograph it on the door with the date and time visible. Appendix A-17 is the notice.
3. Complete the affidavit in the statutory form, Appendix B-11, before a notary. Attach a copy of your government-issued identification, the posted notice with its date and time, and, for an agent, the authority documents.
4. Deliver the affidavit to the sheriff or the police department in the county where the dwelling sits. The agency may charge up to $50. § 35-9B-3(b).
5. Wait. After verification and at least 24 hours from receipt, the agency serves a notice to immediately vacate by hand or by posting, attempts to identify everyone in the dwelling, and may arrest anyone found there for trespass, burglary, theft, another crime, or an outstanding warrant. § 35-9B-3(a).
6. Secure the property once the occupants are gone: change the locks, photograph the condition, and document any damage for a claim against the occupant.
7. If the occupant produces a lease or a deed and the agency declines to act, stop. The dispute has become one the courts must decide, and the next step is ejectment (Chapter 10).

The penalties for getting it wrong

An affiant who knowingly provides a false affidavit commits a crime. § 35-9B-4. A person wrongfully removed may sue the affiant to be restored to possession and may recover actual costs and damages, punitive damages of triple the fair market rent of the dwelling, court costs, and reasonable attorney's fees. § 35-9B-6. Law enforcement officers acting on the affidavit are immune, § 35-9B-5, which means the entire risk of a mistaken affidavit sits on the person who signed it. The statute also lets an owner have utilities disconnected once the occupant is removed, § 35-9B-7, and states that it does

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not limit the remedies available under the eviction and unlawful-detainer chapters, § 35-9B-9. Use it for the case it was written for, and use ejectment for everything else.

Criminal trespass and the police

Independently of the statute, a person who knowingly enters or remains unlawfully in a dwelling commits criminal trespass, Ala. Code §§ 13A-7-2 to 13A-7-4, and burglary if there is intent to commit a crime inside. Officers called to a house with an occupant who claims to live there will usually treat the matter as civil unless the owner can show, on the spot, that no tenancy exists; that is what the affidavit procedure was designed to change. Bring the deed, the utility records in your name, and photographs of the forced entry. Do not confront the occupant yourself, do not enter while the occupant is inside, and do not remove belongings; the forcible-entry statute, § 6-6-310(1), reaches an owner who uses force or threats to retake possession, and a squatter who is assaulted becomes a plaintiff.

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CHAPTER 10

Ejectment: removing an occupant who was never a tenant

Ejectment is the lawsuit for possession of land against someone who is not your tenant. Alabama's statutory version, Ala. Code § 6-6-280, lets any person with legal title or a right to possession sue anyone who entered and unlawfully withholds the property. It is filed in circuit court, it follows ordinary civil procedure with a 30-day answer period and no statutory priority, and it ends in a judgment for possession, damages for the period of wrongful occupancy, and a writ that the sheriff executes. It is slower and costlier than eviction, and it is the only lawful route for the occupants listed in this chapter.

When ejectment is the remedy

Occupant	Notes
Former owner after foreclosure, and the former owner's household	Serve the § 6-5-251 written demand first (Appendix A-15). If possession is not delivered within ten days, the former owner forfeits the right of redemption, is liable for damages, and may be sued in ejectment.
Bona fide tenant of a foreclosed owner	Federal law requires 90 days' notice and honors the remaining lease term unless the purchaser will occupy the home (Protecting Tenants at Foreclosure Act, 12 U.S.C. § 5220 note). Then eviction, not ejectment.
Buyer under a contract for deed, lease-purchase, or rent-to-own who has defaulted	Outside the Act, § 35-9A-122(2). Follow the contract's default and forfeiture provisions first; a buyer with substantial equity may have equitable defenses. Ejectment in circuit court, often with a quiet-title claim.
Family member, friend, or former partner who moved in with permission and pays no rent	No tenancy, so no eviction; the squatter statute excludes family and anyone who entered with permission. Serve a written demand to vacate (Appendix A-16), wait a reasonable period, then file ejectment.
Employee who lived on the premises as part of the job, now terminated	Outside the Act, § 35-9A-122(5). Demand, then ejectment.
Seller of the home, or the seller's family, who stayed on after closing	Outside the Act for up to 36 months after the sale, § 35-9A-122(8), unless the arrangement was a real lease. Demand, then ejectment.
Hotel or extended-stay guest who will not leave	Transient occupancy is outside the Act, § 35-9A-122(4). Operators often use innkeeper procedures and police assistance; when a stay has become long enough to look like a tenancy, ejectment is the safe course.
Squatter who produced a lease or a deed and defeated the affidavit process	Ejectment, with the fraudulent instrument attacked in the same case.

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The complaint and the case

The statute makes pleading simple: the complaint is sufficient if it alleges that the plaintiff was possessed of the premises or has the legal title, describing the property, and that the defendant entered and unlawfully withholds and detains it. § 6-6-280(b). Attach the deed. Plead the demand for possession and the defendant's refusal. Claim damages for the reasonable rental value of the property from the date of the demand, called mesne profits, and any physical damage. File in the circuit court of the county where the land lies, pay the circuit filing fee, and serve under Rule 4 by the sheriff or a process server; there is no posting-and-mailing shortcut. The defendant has 30 days to answer. If no answer is filed, apply for default under Rule 55 with the military affidavit; if one is, the case proceeds through discovery and trial like any civil action, and a jury may be demanded. Judgment for possession is enforced by a writ of possession executed by the sheriff. Because the case can take months, ask early for whatever interim relief the facts support, and keep the property insured and secured in the meantime.

Ejectment can be filed by an entity only through counsel, and it is a case that a self-represented owner should not attempt when title is disputed, when the defendant claims to have bought the property, or when the defendant has recorded anything against the land. Appendix B-12 is a sample complaint for the common case: a person let in without a lease who will not leave.

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CHAPTER 11

Business tenants: unlawful detainer under the older statutes

The Act covers dwellings only. Office, retail, restaurant, warehouse, industrial, and farm tenancies are governed by the general landlord-tenant chapter, Ala. Code § 35-9-1 and following, by the lease, and by the forcible-entry-and-unlawful-detainer statutes, §§ 6-6-310 to 6-6-353. The court and the form are the same as a residential eviction, which is why Form C-59 is captioned "Eviction/Unlawful Detainer" and cites both chapters. The notice, the lease's role, and the remedies are different.

Ending a nonresidential tenancy

For a nonresidential tenancy for a term of less than a year, including a month-to-month tenancy, either party may terminate on ten days' written notice. § 35-9-5. On a default in rent or a breach of any other lease term, the landlord may terminate by giving the tenant written notice to surrender possession within ten days; if the tenant does not, unlawful detainer lies. § 35-9-6. The lease can lengthen those periods or add cure rights, and many commercial leases do; read the default article before serving anything. Unlike the Act, the general chapter does not regulate late fees, deposits, or the contents of the notice, and it does not prohibit attorney's-fee clauses, so a well-drafted commercial lease with a fee provision produces a judgment that includes fees. Appendix A-14 is the ten-day demand.

Filing and serving

File Form C-59 in the district court where the property sits, checking the "commercial or other" description in paragraph 1 and citing the lease and the § 35-9-6 demand in paragraph 2. A corporate or LLC landlord files through counsel. Serve the tenant entity through its registered agent or an officer under Rule 4(c)(6), and if the tenant cannot be found, the unlawful-detainer chapter permits posting on the premises and mailing, § 6-6-332, on the same terms as § 35-9A-461(c). The tenant has seven days to answer. Defaults, trials, judgments, the seven-day stay, appeals with rent into court, and the writ follow the same course as Chapters 6 through 8.

What is different at the hearing and after

Commercial tenants are more likely to be represented, more likely to have counterclaims for the landlord's breach of the lease, and more likely to have paid a large deposit or made improvements that the lease treats one way and the tenant's lawyer treats another. The judge will apply the lease as written, so bring it with the tabs in place. Damages after termination are governed by the lease and by contract law rather than by § 35-9A-426; a landlord who has an acceleration clause may sue for the remaining rent, subject to mitigation, and a landlord without one is limited to rent through the date the premises are re-let or the term ends. Self-help is more tempting in commercial space and just as dangerous; the forcible-entry statute applies, and a

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commercial landlord who locks out a tenant without a judgment faces a damages suit and, if inventory was inside, a large one. Take the ten days, take the seven, and let the sheriff open the door.

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CHAPTER 12

Special situations, and the mistakes that turn landlords into defendants

Federally assisted and federally connected housing

If the tenant holds a housing choice voucher, the lease is with you but the tenancy is regulated: you may terminate during the lease term only for serious or repeated lease violations, violations of law, or other good cause, the notice must state the grounds, and you must give the housing authority a copy of every eviction notice. 24 C.F.R. § 982.310. Public housing authorities and project-based owners have their own federal notice rules, including a 30-day pre-filing notice for nonpayment that HUD adopted in December 2024, moved to revoke in February 2026, and then left in force pending a proposed rule; check the status before serving a nonpayment notice on an assisted tenant. A property with a federally backed mortgage or in a federal housing program is a "covered dwelling" under the 2020 CARES Act, and its owner may not require a tenant to vacate for nonpayment on less than 30 days' notice, 15 U.S.C. § 9058(c); courts disagree about how that provision applies in state eviction cases and no Alabama appellate court has decided it. If your building has an FHA, VA, Fannie Mae, Freddie Mac, or USDA loan, use a 30-day nonpayment notice and avoid the argument.

Servicemembers

A tenant in military service, or the tenant's dependents, cannot be evicted from a residence during the service without a court order if the monthly rent does not exceed the threshold set each year, $10,542.60 for 2026. 50 U.S.C. § 3951. On request, and on a showing that military service materially affects the ability to pay, the court must stay the case for at least 90 days or adjust the obligation. A servicemember may terminate the lease on entry into service or on orders for a permanent change of station or a deployment of 90 days or more, with 30 days' written notice and a copy of the orders, and the lease ends 30 days after the next rent due date. 50 U.S.C. § 3955. No default judgment may be entered against any defendant without the affidavit of military status described in Chapter 4. Redstone Arsenal makes these rules routine in Madison, Limestone, and Morgan counties; treat the military affidavit as part of every default application.

Manufactured homes, death, bankruptcy, and domestic violence

Situation	What changes
Tenant owns the manufactured home and rents only the lot	The Act defines a dwelling unit to include a manufactured home rented as a home; whether it reaches a lot-only rental is unsettled. Plead the lease and both the Act and the unlawful-detainer chapter, and get advice before serving the notice. The writ reaches the lot; removing the home itself raises separate questions.
Tenant dies	The lease binds the estate. Give notice to the personal representative if

Situation	What changes
	one has been appointed, and to the occupants; if no one opens an estate, an eviction against the occupants and the estate, with service on the occupants, is the practical course. Property left behind belongs to the estate; document and store it.
Tenant files bankruptcy	The automatic stay stops the eviction, 11 U.S.C. § 362(a), unless you obtained a judgment for possession before the petition, § 362(b)(22), and the tenant does not file the certification and rent deposit that § 362(l) allows. A pre-judgment case requires a motion for relief from stay in the bankruptcy court. Do not proceed on your own; a stay violation carries damages.
Tenant is a victim of domestic violence	Alabama has no state statute limiting eviction of a victim; federal law, 34 U.S.C. § 12491, applies only to covered federal programs, where a victim may not be evicted on the basis of the abuse and the lease may be bifurcated to remove the abuser. A protection-from-abuse order can also exclude a co-tenant from the unit.
Roommates and subtenants	A tenant may not sublet without consent if the lease says so. A subtenant or roommate who paid the tenant is the tenant's tenant; name the roommate as an occupant in the eviction so the writ reaches him.
Hotel and extended-stay occupancy	Transient occupancy is outside the Act, § 35-9A-122(4). When a stay has become a home, the Act may apply; get advice before treating a long-term guest as transient.

The traps

The mistake	What it costs
Changing locks, removing doors or windows, shutting off utilities, or removing belongings without a writ	Up to three months' rent or actual damages, whichever is greater, plus the tenant's attorney's fees, plus restoration of possession or termination at the tenant's election. § 35-9A-407. Willful interruption of an essential service is specifically listed. § 35-9A-427.
Serving a nonpayment notice, then taking a partial payment without a written reservation	Waiver of the termination. § 35-9A-424. Start over.
Entering without two days' notice, or repeatedly, to pressure a tenant	Injunction, damages, and termination by the tenant. §§ 35-9A-303, 35-9A-442.
Evicting within weeks of a code complaint or a written repair request	A retaliation defense and the § 35-9A-407 remedies. § 35-9A-501. The defense fails if the tenant is behind on rent, but the timing still costs you credibility.
Keeping the deposit, or accounting late	Double the deposit. § 35-9A-201(f). The claim is brought in small claims court for the cost of a filing fee.

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The mistake	What it costs
Deducting for ordinary wear and tear	Loss of the deduction and, if the accounting is found to be in bad faith, the double-deposit penalty.
Denying or delaying a reasonable accommodation, refusing an assistance animal, or applying rules differently to families with children	A Fair Housing Act claim with actual damages, civil penalties, and attorney's fees, and a defense to the eviction. 42 U.S.C. § 3604.
Suing an LLC's tenant in the LLC's name without a lawyer	Dismissal and a lost filing fee, sometimes after the tenant has had weeks of free occupancy.
Filing the complaint on the termination date, or one day short of the notice period	Dismissal. The notice cannot be fixed after filing.
Posting the complaint without mailing it	No service. A default judgment that is void and can be set aside after you have re-let.
Using the squatter affidavit on a holdover tenant or a guest	Triple the fair market rent, damages, fees, and criminal exposure for a false affidavit. §§ 35-9B-4, 35-9B-6.
Holding a tenant's property for rent	The landlord's lien and distraint were abolished. § 35-9A-425. Conversion damages.

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CHAPTER 13

County-by-county: where to file and whom to call

Evictions are filed with the clerk of the circuit court in the county where the property sits; the circuit clerk's office serves both the circuit and district courts, and the district court hears the eviction. The table lists the clerk, the office address, and the main telephone number for all 67 counties, taken from the Alabama Secretary of State's county official directory as of the research date. Jefferson County has two divisions with separate clerks; property in the Bessemer Cutoff is filed in Bessemer. St. Clair County has two courthouses. Clerks, addresses, and numbers change; call before you mail a filing, and ask three questions: the current filing fee and service fee for an eviction with your number of defendants, whether the clerk requires the lease and ledger with the complaint, and whether the clerk will release the papers to a private process server on a Notice of Intent.

Ejectment and any claim over $20,000 are filed with the same clerk for the circuit court. Sheriffs execute writs in every county; their civil-process offices are separate from the clerk, and the fee and the scheduling lead time vary widely, from days in rural counties to several weeks in Jefferson and Mobile.

County	Circuit clerk	Office address (city, ZIP)	Telephone
Autauga	Debra Hill	134 North Court St., Rm. 114, Prattville 36067	(334) 358-6801
Baldwin	Brenda Ganey	312 Courthouse Sq., Suite 10, Bay Minette 36507	(251) 937-9561
Barbour	Paige Smith	303 East Broad St., Rm. 201, Eufaula 36027	(334) 687-1500
Bibb	Kayla Tucker Cooner	35 Court Square East, Centreville 35042	(205) 926-3103
Blount	Cindy Massey	220 Second Ave. E., Rm. 208, Oneonta 35121	(205) 973-0499
Bullock	Rashawn F. Harris	P.O. Box 230, Union Springs 36089	(334) 738-2280
Butler	Mattie Gomillion	P.O. Box 236, Greenville 36037	(334) 382-7166
Calhoun	Kim McCarson	25 W. 11th St., Suite 300, Anniston 36201	(256) 231-1750
Chambers	Lisa M. Burdette	2 Lafayette St., Lafayette 36862	(334) 864-4348
Cherokee	Dwayne Amos	373 E. Main St., Suite 102, Centre 35960	(256) 927-3637
Chilton	Nick Burnett	500 2nd Ave. N., Clanton 35046 (mail: P.O. Box 1946)	(205) 755-4275
Choctaw	Candace D. Jenkins	117 S. Mulberry Ave., Suite 10, Butler 36904	(205) 459-2155
Clarke	Summer Padgett	114 Court St., Grove Hill 36451 (mail: P.O. Box 28)	(251) 275-3363
Clay	Julie G. Poe	25 Court Square, Ashland 36251 (mail: P.O. Box 816)	(256) 354-7926

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County	Circuit clerk	Office address (city, ZIP)	Telephone
Cleburne	Warren Sarrell	120 Vickery St., Suite 202, Heflin 36264	(256) 463-2651
Coffee	Amy L. Reeves	101 S. Edwards St., Enterprise 36330	(334) 347-2519
Colbert	Mark Eady	201 N. Main St., Tuscumbia 35674 (mail: P.O. Box 740370)	(256) 386-8511
Conecuh	David Jackson	111 Court St., Rm. 203, Evergreen 36401	(251) 578-7012
Coosa	Jamey Johnson	P.O. Box 98, Rockford 35136	(256) 377-2678
Covington	Amy W. Jones	1-K N. Court Sq., Andalusia 36420	(334) 428-2520
Crenshaw	Sherrie Sipper	29 S. Glenwood Ave., Luverne 36049 (mail: P.O. Box 167)	(334) 335-6575
Cullman	Lisa P. McSwain	500 Second Ave. SW, Suite 303, Cullman 35055	(256) 775-4770
Dale	Delores P. Woodham	P.O. Box 1350, Ozark 36360	(334) 774-5003
Dallas	Lynnethia Bennett	P.O. Box 327, Selma 36702	(334) 874-2523
DeKalb	Todd Greeson	P.O. Box 681149, Fort Payne 35968	(256) 845-8525
Elmore	Michael Dozier	P.O. Box 310, Wetumpka 36093	(334) 514-3116 x4407
Escambia	John Robert Fountain	P.O. Box 856, Brewton 36427	(251) 867-0225
Etowah	Cassandra Sam Johnson	801 Forrest Ave., Ste. 202, Gadsden 35901	(256) 549-2181
Fayette	Samantha W. Howard	P.O. Box 906, Fayette 35555	(205) 932-4617
Franklin	Derrick C. Scott	P.O. Box 160, Russellville 35653	(256) 332-8861
Geneva	Ashley Powell	P.O. Box 86, Geneva 36340	(334) 684-5620
Greene	Veronica Morton-Jones	P.O. Box 307, Eutaw 35462	(205) 372-3598
Hale	Catrinna Perry	1001 Main St., Rm. 13, Greensboro 36744	(334) 624-4334
Henry	Kim Roland	101 W. Court Sq., Suite J, Abbeville 36310	(334) 585-2753
Houston	Carla H. Woodall	P.O. Drawer 6406, Dothan 36302	(334) 671-8764
Jackson	Bart Buchanan	102 East Laurel St., Suite 307, Scottsboro 35768	(256) 574-9320
Jefferson (Birmingham Division)	Jackie Anderson-Smith	716 Richard Arrington Jr. Blvd. N., Rm. 420, Birmingham 35203	(205) 325-5355
Jefferson (Bessemer Division)	Karen Dunn Burks	1851 2nd Ave. N., Bessemer 35020	(205) 497-8510
Lamar	Mary Ann Jones	330 1st St. NE, Vernon 35592 (mail: P.O. Box 434)	(205) 695-7193
Lauderdale	Missy Homan	P.O. Box 776, Florence 35631	(256) 760-5728

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County	Circuit clerk	Office address (city, ZIP)	Telephone
Lawrence	Sandra Ligon	14451 Market St., Suite 300, Moulton 35650 (mail: P.O. Box 249)	(256) 974-2438
Lee	Mary Roberson	2311 Gateway Dr., Rm. 104, Opelika 36801	(334) 749-7141
Limestone	Kelly M. Davis	200 Washington St. W., Athens 35611	(256) 233-6406
Lowndes	Stephanie Jones	1 S. Washington St., Hayneville 36040 (mail: P.O. Box 876)	(334) 548-2252
Macon	David R. Love, Jr.	101 E. Rosa Parks Ave., Ste. 300, Tuskegee 36083	(334) 724-2614
Madison	Debra Kizer	100 Northside Sq., Rm. 217, Huntsville 35801	(256) 532-3390
Marengo	Darren Glass	P.O. Box 480566, Linden 36748	(334) 295-2224
Marion	Denise Mixon	P.O. Box 1595, Hamilton 35570	(205) 921-4301
Marshall	Angie Johnson	424 Blount Ave., Suite 201, Guntersville 35976	(256) 571-7785
Mobile	Ashleigh Long	205 Government St., Rm. C-913, Mobile 36644	(251) 574-8806
Monroe	Wesley Hines	65 N. Alabama Ave., Monroeville 36460	(251) 743-2283
Montgomery	Gina Jobe Ishman	P.O. Box 1667, Montgomery 36102	(334) 832-1260
Morgan	Chris Priest	P.O. Box 668, Decatur 35602	(256) 351-4790
Perry	Mia Jacobs-Turner	P.O. Box 505, Marion 36756	(334) 683-6106
Pickens	Keith Cox	20 Phoenix Ave., Carrollton 35447 (mail: P.O. Box 418)	(205) 367-2050
Pike	Jamie N. Scarbrough	1318 N. Three Notch St., Troy 36081	(334) 566-5113
Randolph	Chris May	P.O. Box 328, Wedowee 36278	(256) 357-4551
Russell	Jody Sellers	501 14th St., Phenix City 36867	(334) 298-0516
Shelby	Mary H. Harris	P.O. Box 1810, Columbiana 35051	(205) 669-3760
St. Clair (Pell City)	Kathryn Burke	1815 Cogswell Ave., Ste. 217, Pell City 35125	(205) 338-2511
St. Clair (Ashville)	Kathryn Burke	100 6th Ave., Suite 400, Ashville 35953	(205) 594-2184
Sumter	DeVon James	P.O. Box 936, Livingston 35470	(205) 652-2291
Talladega	Brian York	P.O. Box 6137, Talladega 35161	(256) 761-2102
Tallapoosa	Patrick C. Craddock	125 N. Broadnax St., Rm. 132, Dadeville 36853	(256) 825-1098
Tuscaloosa	Magaria H. Bobo	714 Greensboro Ave., Rm. 214, Tuscaloosa 35401	(205) 464-8259
Walker	Richard Fikes	1803 3rd Ave., Ste. 205, Jasper 35501	(205) 384-7268
Washington	Valerie Bailey	45 Court St., Chatom 36518 (mail: P.O. Box 548)	(251) 847-2239

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County	Circuit clerk	Office address (city, ZIP)	Telephone
Wilcox	Carolyn Davis-Posey	P.O. Box 608, Camden 36726	(334) 682-4126
Winston	John D. Snoddy	P.O. Box 309, Double Springs 35553	(205) 489-5533

Local practice notes for the counties Apex Law files in most

County	What to expect
Madison (Huntsville)	High volume. The district court sets evictions quickly after an answer; default applications are routed to the judge; the sheriff's civil division schedules writs in order of receipt. Attach the lease and ledger; file the Notice of Intent for a process server at filing. Redstone Arsenal makes the military affidavit essential.
Limestone (Athens) and Morgan (Decatur)	Smaller dockets and faster writs. Clerks are exacting about the complete return of service before a default will be considered.
Jefferson (Birmingham and Bessemer)	Two divisions with separate clerks and judges; confirm the division by the property's address. Expect represented tenants and habitability counterclaims; bring the repair file. Writ execution lead times run longest here.
Mobile	The 13th Circuit publishes its own forms, including a default application; use them. The docket moves quickly once served.
Montgomery, Tuscaloosa, Shelby, Baldwin, Lee	Standard practice. Baldwin and Mobile observe Mardi Gras as a court holiday, which stops a business-day notice count.

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CHAPTER 14

Working with Apex Law

When to hand the file to a lawyer

Situation	Why it matters
The property is owned by an LLC, corporation, partnership, or trust	The entity cannot appear without an attorney. This is most rental property in Alabama.
The tenant has a lawyer, has filed a typed answer, or has raised a counterclaim	Habitability counterclaims are netted against your rent claim and can produce a judgment against you.
The money matters, and the tenant was served by posting	Obtaining a collectible money judgment on posting service takes a strategy, not a form.
Subsidized housing, a servicemember, a bankruptcy, a death, or a manufactured-home lot	Federal overlays and unsettled state law.
You need to collect: garnishment, judgment liens, post-judgment discovery	The step most landlords never take and most eviction firms never offer.
A squatter, a foreclosure occupant, or a contract buyer	The wrong process is expensive; ejectment is a circuit court case.
A prior firm got you possession and stopped	The rent, the damage, and the fees can still be pursued in a second action.

How the firm works

Apex Law handles residential evictions, unlawful detainers, ejectments, and post-judgment collection for landlords and property managers in every Alabama county, and it treats the money judgment as part of the job rather than an afterthought: the same engagement that gets the unit back carries through to the garnishment. Property management companies may be the contracting client on behalf of owners. Court costs, such as the filing fee, the service fee, and the garnishment fee, are paid by the client in addition to legal fees, and the firm offers payment plans. Fees are set in a written engagement agreement after a review of the file, and nothing is charged until that agreement is signed.

What to send

The lease and every addendum; the ledger; the termination notice if one has been served, with the proof of delivery; every written communication with the tenant about the default; the repair file; the property's ownership entity and the management agreement; and the names of every adult in the unit. With those in hand the notice can go out the same day and the complaint the day after the notice period ends.

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How to reach Apex Law

Scan to open our contact form

The fastest way to start is the firm's secure contact form: https://apex-law-al.mycase.com/contact_us/oD9HNbErsdr9ppiTt6RizfJF. Scan the code or type the address. The form asks for the property address, the county, the tenant's name, and where things stand.

You can also email neil@apexlawal.com directly. Appendix B-13 is an inquiry template.

A form submission or an email starts a conversation. It does not create an attorney-client relationship, does not guarantee that the firm can take your case, and does not promise a response within any particular time. Engagements are subject to a conflict check, and fees are set by a written agreement. Until you have that written agreement, treat every deadline as yours alone to meet.

APPENDIX A

Notices and letters

How to use these forms

Every form is written to satisfy the statute it cites, in the words the statute uses. Replace every bracket with your own true information, delete any paragraph that does not apply, and do not add conditions the statute does not allow. A nonpayment notice that also demands a damage charge, or a cure notice that gives six business days, is a notice a judge can find defective.

Serve every termination notice by three channels at once: hand delivery to the tenant or an adult resident, posting on the front door with a dated photograph, and first-class mail to the unit with a certificate of mailing. Then complete Form A-13 and put it in the file. Count the notice period from the day after hand delivery or posting.

Forms A-1 through A-7 terminate residential tenancies under the Alabama Uniform Residential Landlord and Tenant Act. Forms A-14 through A-17 are for business tenants, foreclosure occupants, non-tenants, and squatters, each under a different statute.

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A-1. Notice to pay rent or vacate (nonpayment): seven business days

NOTICE OF TERMINATION OF RENTAL AGREEMENT FOR NONPAYMENT OF RENT

Alabama Code § 35-9A-421(b)

TO: [Tenant name(s), exactly as on the lease]
[Street address, unit number, city, Alabama ZIP]

FROM: [Landlord or manager name as identified in the lease]
[Address for notices under the lease]
[Telephone and email]

DATE: [Date served]

You are in default under your rental agreement dated [DATE] for the premises at [ADDRESS] because rent has not been paid when due. The amount of rent and late fees owed to remedy the breach is:

Charge	Amount	Basis
Rent for [MONTH(S)/PERIOD]	$[AMOUNT]	Lease paragraph [X]
Late fee(s) for [PERIOD]	$[AMOUNT]	Lease paragraph [X]
TOTAL RENT AND LATE FEES OWED	$[TOTAL]	

Your rental agreement will TERMINATE on [TERMINATION DATE], which is not less than seven business days after your receipt of this notice, unless you pay the total amount stated above, $[TOTAL], in full before that date. Payment must be made by [METHOD: cashier's check, money order, or portal payment] to [PAYEE] at [ADDRESS OR PORTAL]. Personal checks [will / will not] be accepted. A partial payment will not be accepted except under a written agreement signed by the landlord and the tenant expressly reserving the landlord's rights.

If you pay the full amount stated above before the termination date, this notice is withdrawn and your rental agreement continues. If you do not, your rental agreement terminates on the date stated, you must deliver possession of the premises on that date, and the landlord will file an eviction action in the District Court of [COUNTY] County without further notice, seeking possession, all rent and late fees then due, rent accruing through the date possession is recovered, court costs, and any other relief the law allows. This notice is given without waiver of the landlord's right to terminate for any other default or to recover any other amount owed.

_____
[Landlord or authorized agent], [title]
for [Owner name / management company]

DELIVERY RECORD: Hand-delivered to _____ on ___ [ ] Posted on the door and photographed on ___ [ ] Mailed first class on ___ [ ] Served by _____. Complete Form A-13.

General educational information only; not legal advice. For questions about your situation, email attorney Neil Fulsang at neil@apexlawal.com. Reading this manual or sending an email does not, by itself, create an attorney-client relationship. Do not delay any filing, hearing, or deadline while awaiting a response.

A-2. Notice of lease violation with right to cure: seven business days

NOTICE OF TERMINATION OF RENTAL AGREEMENT FOR MATERIAL NONCOMPLIANCE, WITH RIGHT TO CURE

Alabama Code § 35-9A-421(a)

TO: [Tenant name(s), exactly as on the lease]
[Street address, unit number, city, Alabama ZIP]

FROM: [Landlord or manager name as identified in the lease]
[Address for notices under the lease]
[Telephone and email]

DATE: [Date served]

You are in material noncompliance with your rental agreement dated [DATE] for the premises at [ADDRESS], [and/or in noncompliance with your obligations under Alabama Code § 35-9A-301 materially affecting health and safety,] as follows. The acts and omissions constituting the breach are:

1. [Describe the first act or omission specifically: what, where, when, who observed it. Example: On [DATE] and [DATE], a dog was observed and photographed inside the unit. Paragraph [X] of the rental agreement prohibits animals without the landlord's written consent, and none has been given.]
2. [Second act or omission, if any, with the same specificity and the lease paragraph or statutory duty it breaches.]

Your rental agreement will TERMINATE on [TERMINATION DATE], which is not less than seven business days after your receipt of this notice, unless you adequately remedy the breach before that date by: [state exactly what cures the breach: removing the animal from the premises permanently / removing the unauthorized occupant / repairing or paying for the repair of ____ / restoring __ / ceasing ____]. If you remedy the breach before the termination date, this notice is withdrawn and your rental agreement continues; notify [LANDLORD/MANAGER] in writing so the premises can be inspected.

Alabama Code § 35-9A-421(d) provides that no breach may be cured more than two times in any twelve-month period without the landlord's express written consent, and that a second breach of substantially the same kind within six months of a cured breach is not curable. [This is the [first/second] notice of this kind of breach within the last twelve months.] If the breach is not remedied before the termination date, you must deliver possession on that date, and the landlord will file an eviction action in the District Court of [COUNTY] County without further notice. This notice is given without waiver of any other right or remedy.

_____
[Landlord or authorized agent], [title]
for [Owner name / management company]

DELIVERY RECORD: Hand-delivered to _____ on __ [ ] Posted on the door and photographed on __ [ ] Mailed first class on __ [ ] Served by _____. Complete Form A-13.

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A-3. Notice of termination for noncurable conduct: seven days

NOTICE OF TERMINATION OF RENTAL AGREEMENT FOR NONCURABLE DEFAULT

Alabama Code § 35-9A-421(d)

TO: [Tenant name(s), exactly as on the lease]
[Street address, unit number, city, Alabama ZIP]

FROM: [Landlord or manager name as identified in the lease]
[Address for notices under the lease]
[Telephone and email]

DATE: [Date served]

Your rental agreement dated [DATE] for the premises at [ADDRESS] is TERMINATED effective [TERMINATION DATE], which is not less than seven days after your receipt of this notice, because of the following conduct, which constitutes a noncurable default under Alabama Code § 35-9A-421(d) [and paragraph [X] of the rental agreement]:

1. [State the conduct with date, place, and source. Examples: On [DATE], [NAME] was arrested at the premises for possession of [controlled substance]; [police agency] report no. [NUMBER]. / On [DATE], a firearm was discharged from the premises, not in self-defense; report no. [NUMBER]. / On [DATE], [NAME] committed a criminal assault upon [NAME] on the premises; report no. [NUMBER]. / On [DATE], you intentionally misrepresented on your rental application that [FACT], which was material to the landlord's decision to rent to you.]

Under Alabama Code § 35-9A-421(d), you have no right to remedy this default, and the landlord does not consent to any remedy. You must deliver possession of the premises to the landlord on or before the termination date. If you do not, the landlord will file an eviction action in the District Court of [COUNTY] County without further notice, seeking possession, all rent and other amounts due, and all other relief the law allows. Rent is due through the date possession is delivered. This notice is given without waiver of any other right or remedy.

_____
[Landlord or authorized agent], [title]
for [Owner name / management company]

DELIVERY RECORD: Hand-delivered to _____ on ___ [ ] Posted on the door and photographed on ___ [ ] Mailed first class on ___ [ ] Served by _____. Complete Form A-13.

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A-4. Notice of termination for a repeated violation within six months

NOTICE OF TERMINATION OF RENTAL AGREEMENT: REPEAT BREACH WITHIN SIX MONTHS

Alabama Code § 35-9A-421(d)

TO: [Tenant name(s), exactly as on the lease]
[Street address, unit number, city, Alabama ZIP]

FROM: [Landlord or manager name as identified in the lease]
[Address for notices under the lease]
[Telephone and email]

DATE: [Date served]

On [DATE OF FIRST NOTICE], the landlord served you with a notice under Alabama Code § 35-9A-421(a) that you were in material noncompliance with your rental agreement because [DESCRIBE FIRST BREACH], and you remedied that breach on or about [DATE]. A copy of that notice is attached.

On [DATE(S)], within six months after the earlier breach was remedied, you have again committed substantially the same breach: [DESCRIBE THE REPEAT CONDUCT SPECIFICALLY, WITH DATES]. Under Alabama Code § 35-9A-421(d), a second breach of substantially the same kind within six months of a cured breach is a noncurable default.

Your rental agreement dated [DATE] for the premises at [ADDRESS] is therefore TERMINATED effective [TERMINATION DATE], which is not less than seven days after your receipt of this notice. You have no right to remedy this default and the landlord does not consent to any remedy. You must deliver possession on or before the termination date; if you do not, the landlord will file an eviction action in the District Court of [COUNTY] County without further notice. This notice is given without waiver of any other right or remedy.

_____
[Landlord or authorized agent], [title]
for [Owner name / management company]

DELIVERY RECORD: Hand-delivered to _____ on ___ [ ] Posted on the door and photographed on ___ [ ] Mailed first class on ___ [ ] Served by _____. Complete Form A-13.

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A-5. Notice terminating a month-to-month tenancy: thirty days

NOTICE OF TERMINATION OF MONTH-TO-MONTH TENANCY

Alabama Code § 35-9A-441(b)

TO: [Tenant name(s), exactly as on the lease]
[Street address, unit number, city, Alabama ZIP]

FROM: [Landlord or manager name as identified in the lease]
[Address for notices under the lease]
[Telephone and email]

DATE: [Date served]

You occupy the premises at [ADDRESS] under a month-to-month rental agreement with rent payable on the [DAY] of each month. This is written notice that your tenancy will TERMINATE on [TERMINATION DATE], which is a periodic rental date [or: the day before the periodic rental date of _____] not less than 30 days after your receipt of this notice.

You must deliver possession of the premises, remove all of your property, and return all keys to [LANDLORD/MANAGER] at [ADDRESS] on or before the termination date. Rent remains due through the termination date. Please provide a forwarding address in writing so that your security deposit can be accounted for as required by Alabama Code § 35-9A-201. If you remain in possession after the termination date without the landlord's consent, the landlord will file an eviction action in the District Court of [COUNTY] County without further notice and may recover the amounts allowed by Alabama Code § 35-9A-441(c). No reason is required for this notice and none is given. This notice is given without waiver of any other right or remedy.

_____
[Landlord or authorized agent], [title]
for [Owner name / management company]

DELIVERY RECORD: Hand-delivered to _____ on ___ [ ] Posted on the door and photographed on ___ [ ] Mailed first class on ___ [ ] Served by _____. Complete Form A-13.

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A-6. Notice terminating a week-to-week tenancy: seven days

NOTICE OF TERMINATION OF WEEK-TO-WEEK TENANCY

Alabama Code § 35-9A-441(a)

TO: [Tenant name(s), exactly as on the lease]
[Street address, unit number, city, Alabama ZIP]

FROM: [Landlord or manager name as identified in the lease]
[Address for notices under the lease]
[Telephone and email]

DATE: [Date served]

You occupy the premises at [ADDRESS] under a week-to-week rental agreement. This is written notice that your tenancy will TERMINATE on [TERMINATION DATE], which is not less than seven days after your receipt of this notice. You must deliver possession, remove all of your property, and return all keys on or before that date. Rent remains due through the termination date. Please provide a forwarding address in writing for the accounting of any security deposit. If you remain in possession after the termination date without the landlord's consent, the landlord will file an eviction action in the District Court of [COUNTY] County without further notice. This notice is given without waiver of any other right or remedy.

_____
[Landlord or authorized agent], [title]
for [Owner name / management company]

DELIVERY RECORD: Hand-delivered to _____ on ___ [ ] Posted on the door and photographed on ___ [ ] Mailed first class on ___ [ ] Served by _____. Complete Form A-13.

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A-7. Notice of non-renewal at the end of a fixed term, and demand for possession

NOTICE OF NON-RENEWAL AND DEMAND FOR POSSESSION AT EXPIRATION OF TERM

Alabama Code §§ 35-9A-161(d), 35-9A-441(c)

TO: [Tenant name(s), exactly as on the lease]
[Street address, unit number, city, Alabama ZIP]

FROM: [Landlord or manager name as identified in the lease]
[Address for notices under the lease]
[Telephone and email]

DATE: [Date served]

Your rental agreement dated [DATE] for the premises at [ADDRESS] expires by its own terms on [EXPIRATION DATE]. This is written notice that the landlord will not renew or extend the rental agreement, does not consent to your remaining in possession after the expiration date, and will not accept rent for any period after that date. [If the lease requires notice of non-renewal: This notice is given more than [NUMBER] days before the expiration date as paragraph [X] of the rental agreement requires.]

You must deliver possession of the premises, remove all of your property, and return all keys on or before [EXPIRATION DATE]. Please provide a forwarding address in writing for the accounting of your security deposit under Alabama Code § 35-9A-201. If you remain in possession after the expiration date without the landlord's consent, the landlord will file an eviction action in the District Court of [COUNTY] County without further notice, and if your holdover is willful and not in good faith the landlord may recover up to three months' periodic rent or its actual damages, whichever is greater, and reasonable attorney's fees, under Alabama Code § 35-9A-441(c). This notice is given without waiver of any other right or remedy.

_____
[Landlord or authorized agent], [title]
for [Owner name / management company]

DELIVERY RECORD: Hand-delivered to _____ on ___ [ ] Posted on the door and photographed on ___ [ ] Mailed first class on ___ [ ] Served by _____. Complete Form A-13.

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A-8. Notice of intent to enter: two days

NOTICE OF INTENT TO ENTER DWELLING UNIT

Alabama Code § 35-9A-303

TO: [Tenant name(s), exactly as on the lease]
[Street address, unit number, city, Alabama ZIP]

FROM: [Landlord or manager name as identified in the lease]
[Address for notices under the lease]
[Telephone and email]

DATE: [Date served]

The landlord or the landlord's agent intends to enter the premises at [ADDRESS] on [DATE], a date not less than two days after this notice, between [TIME] and [TIME], for the following purpose: [inspect the premises / make necessary or agreed repairs, specifically _____ / supply necessary or agreed services / show the premises to prospective tenants, purchasers, lenders, or contractors]. You are welcome to be present. If the date or time is unworkable, contact [NAME] at [PHONE/EMAIL] before [DATE] to arrange another reasonable time; otherwise entry will occur as stated. This notice is not required for an emergency, and your own repair request constitutes consent to entry to make the repair. Alabama Code § 35-9A-303(e).

_____
[Landlord or authorized agent], [title]
for [Owner name / management company]

DELIVERY RECORD: Hand-delivered to _____ on ___ [ ] Posted on the door and photographed on ___ [ ] Mailed first class on ___ [ ] Served by _____. Complete Form A-13.

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A-9. Notice of rent increase or change of terms for a month-to-month tenancy

NOTICE OF CHANGE IN TERMS OF MONTH-TO-MONTH TENANCY

Alabama Code § 35-9A-441(b)

TO: [Tenant name(s), exactly as on the lease]
[Street address, unit number, city, Alabama ZIP]

FROM: [Landlord or manager name as identified in the lease]
[Address for notices under the lease]
[Telephone and email]

DATE: [Date served]

You occupy the premises at [ADDRESS] under a month-to-month rental agreement with rent payable on the [DAY] of each month. This is written notice, given not less than 30 days before the periodic rental date stated below, that effective [EFFECTIVE DATE, a periodic rental date], the terms of your tenancy will change as follows:

1. Monthly rent will be $[NEW AMOUNT] instead of $[OLD AMOUNT].
2. [Any other change: late fee, utility responsibility, pet terms, parking, etc., stated specifically.]
3. All other terms remain unchanged.

Your payment of rent for any period beginning on or after the effective date, or your continued occupancy after that date, constitutes acceptance of the new terms. If you do not wish to continue the tenancy on these terms, you may terminate it by written notice to the landlord given at least 30 days before a periodic rental date, as Alabama Code § 35-9A-441(b) provides, and this notice will be treated as the landlord's notice of termination effective [EFFECTIVE DATE] if you notify the landlord in writing before that date that you do not accept the new terms.

_____
[Landlord or authorized agent], [title]
for [Owner name / management company]

DELIVERY RECORD: Hand-delivered to _____ on ___ [ ] Posted on the door and photographed on ___ [ ] Mailed first class on ___ [ ] Served by _____. Complete Form A-13.

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A-10. Notice of belief of abandonment and disposition of property

NOTICE OF BELIEF OF ABANDONMENT AND OF INTENDED DISPOSITION OF PERSONAL PROPERTY

Alabama Code § 35-9A-423

TO: [Tenant name(s), exactly as on the lease]
[Street address, unit number, city, Alabama ZIP]

FROM: [Landlord or manager name as identified in the lease]
[Address for notices under the lease]
[Telephone and email]

DATE: [Date served]

The landlord believes that you have abandoned the premises at [ADDRESS], based on the following: rent has been unpaid since [DATE]; [the electric service to the premises was terminated on [DATE] and has remained off for seven or more consecutive days, which under Alabama Code § 35-9A-423(e) causes the property to be considered abandoned]; [you were last seen at the premises on [DATE]]; [the premises appear vacant / mail is accumulating / you stated to [NAME] on [DATE] that you had moved]; [other facts].

If you have not abandoned the premises, you must contact [NAME] at [PHONE/EMAIL/ADDRESS] in writing on or before [DATE, at least several days out] and state that you intend to continue occupying the premises and pay the rent due. If the landlord does not hear from you in writing by that date, the landlord will treat the premises as abandoned, re-enter and retake possession as Alabama Code §§ 35-9A-423 and 35-9A-427 permit, and re-let the premises. Rent and any other amounts owed remain due, and the security deposit will be accounted for under Alabama Code § 35-9A-201.

Personal property remaining in the premises has been inventoried and photographed. Property left in the premises more than 14 days after the termination of the tenancy may be disposed of by the landlord without further obligation under Alabama Code § 35-9A-423(d). To arrange to retrieve your property before then, contact [NAME] at [PHONE/EMAIL].

_____
[Landlord or authorized agent], [title]
for [Owner name / management company]

DELIVERY RECORD: Hand-delivered to _____ on ___ [ ] Posted on the door and photographed on ___ [ ] Mailed first class on ___ [ ] Served by _____. Complete Form A-13.

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A-11. Security deposit itemization and return letter: within sixty days

ITEMIZED STATEMENT OF SECURITY DEPOSIT

Alabama Code § 35-9A-201

TO: [Former tenant name(s)]
[Forwarding address given in writing, or last known address, or the unit address if none]

FROM: [Landlord/manager, address]
DATE: [Date mailed, which must be within 60 days after the tenancy terminated and possession was delivered]

Your tenancy at [ADDRESS] terminated on [DATE] and possession was delivered to the landlord on [DATE]. You paid a security deposit of $[AMOUNT] on [DATE]. The deposit has been applied as follows:

Deduction	Amount	Basis
Unpaid rent for [PERIOD]	$[AMOUNT]	Lease paragraph [X]; ledger attached
Late fees for [PERIOD]	$[AMOUNT]	Lease paragraph [X]
[Cleaning beyond ordinary wear: describe]	$[AMOUNT]	Invoice attached; § 35-9A-301(1)
[Repair of damage beyond ordinary wear: describe each item]	$[AMOUNT]	Invoice/estimate attached; § 35-9A-301(3), (4)
[Unreturned keys, remotes]	$[AMOUNT]	Lease paragraph [X]
TOTAL DEDUCTIONS	$[TOTAL]	
BALANCE [REFUNDED HEREWITH / OWED BY TENANT]	$[AMOUNT]	

[A check for the balance of $[AMOUNT] is enclosed.] [OR: The deductions exceed the deposit by $[AMOUNT], which remains due and payable to [PAYEE] at [ADDRESS]; if it is not paid within 30 days the landlord may pursue it in court together with any other amounts owed.] Ordinary wear and tear has not been deducted. Photographs, invoices, and the move-in and move-out inspection reports supporting each deduction are available on request and are retained in the landlord's file. Under Alabama Code § 35-9A-201(d), a deposit or balance that remains unclaimed for 90 days after mailing is forfeited to the landlord.

_____
[Landlord or authorized agent], [title]
for [Owner name / management company]

Mail first class to the address above within 60 days after the later of termination and delivery of possession; obtain a certificate of mailing; keep a copy with the photographs and invoices.

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A-12. Agreement accepting partial payment with reservation of rights

AGREEMENT FOR ACCEPTANCE OF PARTIAL PAYMENT WITH RESERVATION OF RIGHTS

Alabama Code § 35-9A-424

Landlord: [NAME] Tenant(s): [NAME(S)] Premises: [ADDRESS] Date: [DATE]

On [DATE OF NOTICE] the landlord served the tenant with a notice under Alabama Code § 35-9A-421 terminating the rental agreement effective [TERMINATION DATE] unless $[AMOUNT IN NOTICE] was paid in full before that date. The tenant has tendered $[PARTIAL AMOUNT], which is less than the amount required.

The parties agree, after the breach has occurred, as follows. (1) The landlord accepts $ [PARTIAL AMOUNT] toward the balance owed, and applies it first to [rent for _____]. (2) The acceptance of this payment does not waive, and the landlord expressly reserves, the termination of the rental agreement stated in the notice and every right and remedy under the notice, the rental agreement, and Alabama law, including the right to file an eviction action on or after [DATE]. (3) The rental agreement remains terminated effective [TERMINATION DATE] unless the entire balance of $[REMAINING BALANCE] is paid in full on or before [DATE], in which case the notice is withdrawn and the tenancy continues. (4) Nothing in this agreement creates a new tenancy, extends the tenant's right to possession beyond the termination date, or obligates the landlord to accept any further partial payment. (5) [If a case has been filed: Case no. [NUMBER] in the District Court of [COUNTY] County remains pending and will be dismissed only upon payment in full as stated in paragraph (3).]

_____ _____

Landlord / agent, date Tenant, date

_____

Tenant, date

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A-13. Certificate of delivery of notice (landlord's proof)

CERTIFICATE OF DELIVERY OF NOTICE

Landlord's sworn record; attach to the eviction complaint and bring to the hearing

I, [NAME], being duly sworn, state that on the dates and in the manner stated below I delivered the [TITLE OF NOTICE] dated [DATE] addressed to [TENANT NAME(S)] concerning the premises at [ADDRESS]:

	Method	Date and time	Details
[ ]	Hand delivery to the tenant		Name of person receiving: _____
[ ]	Hand delivery to an adult who resides at the premises		Name and relationship: _____
[ ]	Posted on the front door of the premises, in a sealed envelope addressed to the tenant, and photographed		Photograph(s) attached: ___ pages
[ ]	Mailed by first-class U.S. mail to the tenant at the premises		Certificate of mailing no. _____ attached
[ ]	Mailed by certified mail, return receipt requested		Article no. _____; receipt attached if returned
[ ]	Sent by email / text as the lease permits		To: _____ ; copy attached

The termination date stated in the notice is [DATE]. Counting from the day after the earliest of the hand delivery and posting dates above, and excluding [Saturdays, Sundays, and the following legal holidays: _____], that date is [NUMBER] [business/calendar] days after delivery.

I certify that the foregoing is true and correct.

_____
[Name], [title]
Date: _____

Sworn to and subscribed before me on _____.

_____
Notary Public My commission expires: _____

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A-14. Ten-day demand for possession: nonresidential (business) tenancy

NOTICE OF DEFAULT AND DEMAND FOR POSSESSION

Alabama Code §§ 35-9-5, 35-9-6, 6-6-310

TO: [Tenant entity name], [and each guarantor]
c/o [registered agent / officer], [address]
and at the leased premises: [ADDRESS]

FROM: [Landlord], [address] DATE: [DATE]

You are in default under the lease dated [DATE] for the premises at [ADDRESS] as follows: [failure to pay rent of $[AMOUNT] for [PERIOD], due [DATE], plus late charges of $[AMOUNT] under section [X] of the lease] [and/or: breach of section [X] of the lease by ____, specifically ____]. [If the lease provides a cure period, state it and that it has expired: Section [X] of the lease required the default to be cured within [NUMBER] days after written notice; notice was given on [DATE] and the default has not been cured.]

Under Alabama Code § 35-9-6 [and section [X] of the lease], the landlord terminates the lease and demands that you surrender possession of the premises within ten days after your receipt of this notice, that is, on or before [DATE]. If you fail to surrender possession by that date, the landlord will file an action of unlawful detainer under Alabama Code § 6-6-310 and following in the District Court of [COUNTY] County without further notice, seeking possession, all rent and charges due through the date of recovery of possession, [attorney's fees and costs as section [X] of the lease provides,] and all other relief available under the lease and Alabama law. [The landlord reserves all rights under the acceleration and damages provisions of section [X] of the lease.] This notice is given without waiver of any right or remedy.

_____
[Landlord or authorized agent], [title]
for [Owner name / management company]

DELIVERY RECORD: Hand-delivered to _____ on __ [ ] Posted on the door and photographed on __ [ ] Mailed first class on __ [ ] Served by _____. Complete Form A-13.

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A-15. Written demand for possession after foreclosure

DEMAND FOR POSSESSION OF FORECLOSED PROPERTY

Alabama Code § 6-5-251

TO: [Former owner / mortgagor name(s)] and all persons in possession
[Property address]

FROM: [Foreclosure purchaser name], [address] DATE: [DATE]

The real property at [ADDRESS], described in the foreclosure deed recorded in the Probate Office of [COUNTY] County at [BOOK/PAGE or INSTRUMENT NO.], was sold at foreclosure on [DATE] under the mortgage recorded at [REFERENCE], and [PURCHASER] is the purchaser and owner. Under Alabama Code § 6-5-251, the purchaser hereby makes written demand that you deliver possession of the property to the purchaser within ten days after your receipt of this demand, that is, on or before [DATE].

If you fail to deliver possession within ten days after this demand, you will forfeit any right of redemption you may have in the property, you will be liable to the purchaser for damages, and the purchaser will file an action in ejectment in the Circuit Court of [COUNTY] County to recover possession, rental value from the date of this demand, and costs. Deliver keys to [NAME] at [ADDRESS/PHONE]. [If any occupant is a tenant under a bona fide lease with the former owner: any bona fide tenant should contact the undersigned immediately; federal law may entitle a bona fide tenant to at least 90 days' notice.] This demand is given without waiver of any right or remedy.

_____
[Landlord or authorized agent], [title]
for [Owner name / management company]

DELIVERY RECORD: Hand-delivered to _____ on ___ [ ] Posted on the door and photographed on ___ [ ] Mailed first class on ___ [ ] Served by _____. Complete Form A-13.

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A-16. Demand to vacate: occupant without a tenancy (pre-ejectment)

DEMAND TO VACATE PREMISES

For an occupant who was permitted to stay but who is not a tenant

TO: [Occupant name(s)]
[Property address]

FROM: [Owner name], [address] DATE: [DATE]

You are occupying the property at [ADDRESS], which is owned by [OWNER] as shown by the deed recorded in the Probate Office of [COUNTY] County at [REFERENCE]. You have never had a rental agreement for the property, you have paid no rent, and any permission you were given to stay there [by ____ on or about ____] is withdrawn as of the date of this demand. You have no right to remain.

The owner demands that you vacate the property, remove all of your belongings, and return all keys on or before [DATE, a reasonable period such as 10 to 30 days]. If you have not vacated by that date, the owner will file an action for ejectment under Alabama Code § 6-6-280 in the Circuit Court of [COUNTY] County to recover possession, the reasonable rental value of the property from the date of this demand, damages, and costs, and will seek a writ of possession to be executed by the sheriff. The owner will not use self-help; the owner also will not accept any payment from you, and no payment you tender will create a tenancy. Contact [NAME] at [PHONE/EMAIL] to arrange the return of keys.

_____
[Landlord or authorized agent], [title]
for [Owner name / management company]

DELIVERY RECORD: Hand-delivered to _____ on __ [ ] Posted on the door and photographed on __ [ ] Mailed first class on __ [ ] Served by _____. Complete Form A-13.

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A-17. Notice to unauthorized occupant (squatter), for use with the § 35-9B-2 affidavit

NOTICE TO VACATE: UNAUTHORIZED OCCUPANT OF DWELLING

Alabama Code § 35-9B-2(c)

TO: Any and all unauthorized individuals occupying the dwelling at [ADDRESS]

FROM: [Owner name / authorized agent name], [contact information] DATE AND TIME POSTED OR DELIVERED: [DATE, TIME]

The dwelling at [ADDRESS] is owned by [OWNER], as shown by the deed recorded in the Probate Office of [COUNTY] County. You have no right to the dwelling. You were not authorized to enter it or to remain in it, you are not a tenant or a holdover tenant, and any lease or other document you may have been given for this dwelling was not signed or authorized by the owner and is fraudulent. YOU MUST VACATE THE DWELLING IMMEDIATELY.

The owner [or the owner's authorized agent] will deliver a sworn affidavit under Alabama Code § 35-9B-2 requesting your removal to the following law enforcement agency: [NAME OF SHERIFF'S OFFICE OR POLICE DEPARTMENT], [STREET ADDRESS OF THE AGENCY]. After verification and at least 24 hours after receipt of the affidavit, law enforcement will serve a notice to immediately vacate and may arrest any person found in the dwelling for trespass, burglary, theft, or any other crime. A copy of this notice, with the date and time of its delivery, will be attached to the affidavit.

_____
[Landlord or authorized agent], [title]
for [Owner name / management company]

Post on the front door or main entrance, or hand to any occupant; photograph the posted notice with the date and time visible; attach the photograph and this notice to Form B-11.

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APPENDIX B

Court documents: official forms explained, and sample pleadings

Official forms and samples

The Alabama Unified Judicial System publishes the forms that start and end an eviction: Form C-59 (Statement of Claim), Form C-25B (Application and Affidavit for Entry of Default Judgment for Unlawful Detainer), Form C-59A (Writ of Restitution or Possession), Form C-17 (Notice or Stipulation for Dismissal), Form C-21 (Process of Garnishment), and Form C-35 (Notice of Appeal), all at eforms.alacourt.gov. This appendix does not reproduce them; it explains them field by field, because the forms are updated and the current version should always be downloaded fresh.

The other documents in this appendix, the process server's affidavit, the writ request, the motions, the consent judgment, the ejectment complaint, and the § 35-9B-2 affidavit in its statutory form, are drafted for this manual. Replace every bracket, delete what does not apply, and never allege a fact you cannot prove. An entity plaintiff must have these signed by an Alabama attorney.

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B-1. Form C-59, Statement of Claim (Eviction/Unlawful Detainer): field by field

Form C-59 (Rev. 06/25) is one page, front and back. The front is the complaint; the bottom of the front is the summons; the back is the return of service that the sheriff or process server completes. Complete it as follows.

Field	What to enter
Court and county	"District" and the county where the property is located. § 35-9A-461(b).
Plaintiff(s) and address	The landlord exactly as named in the lease. If the owner is an LLC, the LLC's full name; if a manager files as landlord under § 35-9A-141(7), the manager's name. The address is where the tenant must send the answer.
Plaintiff's attorney	Required for any entity plaintiff. Name, address, attorney code.
Defendant(s) and address	Every adult tenant on the lease and every other adult occupant, each with the premises address. Unknown adults: "John Doe, adult occupant."
Paragraph 1: description of the property	Street address with unit number, city, county, and "residential" or "commercial" as applicable.
Paragraph 2: why the defendant no longer has the right to possession	One sentence, tracking the notice: "Defendant failed to pay rent of $__ due and did not pay within seven business days after receipt of the landlord's written notice of termination dated ; the rental agreement terminated on __." Or the violation, the noncurable conduct, the expiration of the term, or the 30-day termination of a month-to-month tenancy. Attach the notice.
Paragraph 3	Check it. The tenant's right of possession was terminated by written notice. Attach the notice and the Certificate of Delivery.
Paragraph 4: money claimed	Check it and fill in the balance of rent and late charges from the ledger as of the filing date. Add "plus court costs." Claim attorney's fees only under a commercial lease or under the Act's fee provisions (Chapter 1).
Paragraph 5: future rent	Check it. It captures rent accruing through the date you regain possession.
Signature block and email	Signed by the individual plaintiff or by the attorney, with address, telephone, and attorney code. Fill in the plaintiff's email address on the line at the bottom of the front; the court uses it for the trial notice.
Summons	Completed by the clerk with the date issued. Do not alter it.
Return of service (back)	Completed by the server: personal, substitute, or posting and mailing, with dates, times, the mailing date and address, and the server's signature. Read it when it comes back. Chapter 5.

Attach, in this order: the lease and addenda; the termination notice; the Certificate of Delivery with photographs and the mailing receipt; the ledger. If you will use a process server, attach the Notice of Intent (B-2). Take the original and two copies to the clerk with the filing fee and the service fee.

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B-2. Notice of intent to serve by process server

IN THE DISTRICT COURT OF [COUNTY] COUNTY, ALABAMA

[PLAINTIFF], Plaintiff,	)	
	)	Case No. [DV-2026-_____]
v.	)	
[DEFENDANT(S)], Defendant(s).	)	

NOTICE OF INTENT TO SERVE BY PROCESS SERVER

Plaintiff gives notice under Rule 4(i)(1)(B), Alabama Rules of Civil Procedure, that Plaintiff requests that the Summons and Statement of Claim in this action, and any subsequent process, be served by the following person, who is over the age of nineteen years, is not a party to this action, and is not related to any party, and requests that the Clerk deliver the process to that person for service:

Name: [PROCESS SERVER NAME] Address: [ADDRESS] Telephone: [PHONE] Email: [EMAIL]

[ ] Deliver the service copies to the process server. [ ] Deliver the service copies to Plaintiff for delivery to the process server. [ ] Service copies will be picked up.

Done this [DAY] day of [MONTH], 20[YY].

Respectfully submitted,

_____
[NAME], [Plaintiff / Attorney for Plaintiff]
[Attorney code, if attorney]
[Address, telephone, email]

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B-3. Process server's affidavit of service by posting and mailing

IN THE DISTRICT COURT OF [COUNTY] COUNTY, ALABAMA

[PLAINTIFF], Plaintiff,	)	
	)	Case No. [DV-2026-_____]
v.	)	
[DEFENDANT(S)], Defendant(s).	)	

AFFIDAVIT OF SERVICE (POSTING AND MAILING)

I, [SERVER NAME], being duly sworn, state that I am over the age of nineteen years, that I am not a party to this action and am not related to any party, and that I was designated to serve process in this action by the Notice of Intent filed [DATE].

1. On [DATE] at [TIME], I attempted personal service of the Summons and Statement of Claim on Defendant(s) [NAME(S)] at the premises, [ADDRESS], by knocking on the door and announcing my purpose. No one answered. [Describe any second attempt.] No person of suitable age and discretion residing at the premises could be found after reasonable effort.

2. On [DATE] at [TIME], I posted a copy of the Summons and Statement of Claim, with all attachments, on the front door of the premises in a sealed envelope addressed to Defendant(s). A photograph of the posting is attached.

3. On [DATE], which was the same day as the posting [or: the next business day after the posting], I mailed a copy of the Summons and Statement of Claim with all attachments by first-class United States mail, postage prepaid, addressed to Defendant(s) at [PREMISES ADDRESS]. The certificate of mailing is attached.

4. Service was made in the manner provided by Ala. Code § 35-9A-461(c) [and § 6-6-332], and is complete as of the date of mailing stated above.

_____
[SERVER NAME], Process Server
Date: _____

Sworn to and subscribed before me on _____.

_____
Notary Public My commission expires: _____

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B-4. Form C-25B, Application and Affidavit for Entry of Default Judgment (Unlawful Detainer), with the military-status affidavit

Form C-25B (Rev. 6/17) is the sworn application that gets a default judgment entered when the tenant has not answered. File it with the Civil Motion Cover Sheet (check "Default Judgment, $50") and the fee, the notice with proof of delivery, the lease, the ledger, and the military-status certificate. It is completed as follows.

Item	What to enter
Heading	"District" court, county, case number, plaintiff and defendant as on the Statement of Claim. Check whether you ask the clerk or the judge to enter default; most counties route it to the judge.
Affiant	The individual plaintiff, or the manager or bookkeeper with personal knowledge of the account, or the attorney for the facts within the attorney's knowledge. Personal knowledge is sworn to in item 1.
Item 2: date and manner of service	Copy from the return of service: "posted and mailed on [DATE]" or "served personally on [DATE]."
Item 3: days elapsed	"more than 7" for the possession claim; "more than 14" if you also seek the money judgment on a claim served personally.
Items 4 and 5	The tenant has not answered; the affidavit is made under Rule 55(b) for a default for possession and the money sued for.
Item 6	The defendant is not an infant or incompetent, and there has been no violation of the consumer credit provisions of Title 5, Chapter 19.
Item 7: military service	Check "is not" only if the attached Department of Defense status certificate shows no active service. If the certificate shows service or the search was inconclusive, stop and get advice; no default may be entered against a servicemember without counsel appointed and other protections. 50 U.S.C. § 3931.
Item 8: judgment conditions	"Without waiver of exemptions" unless the lease contains a valid waiver.
Item 9: property description	The premises address and unit.
Item 10	You have accepted no rent or other payment since the termination. If you accepted one under an A-12 reservation, say so and attach it.
Item 11	The termination notice with proof of delivery and the lease are attached.
Item 12: rent	Monthly rent and the rent accrued since filing to the date of the affidavit. The form is pre-printed "Rent is due on the 1st of the month"; if your lease says otherwise, strike it and write the correct day.
Deferral request	The form's final paragraph asks the court to defer the money judgment until it is ripe. Leave it in when service was by posting; strike it when the tenant was served personally and the 14 days have run.

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AFFIDAVIT AS TO MILITARY SERVICE (attach to Form C-25B)

I, [NAME], being duly sworn, state that on [DATE] I searched the Department of Defense Manpower Data Center's Servicemembers Civil Relief Act website for the defendant, [NAME], using the defendant's [date of birth / Social Security number], and the resulting status report, attached, states that the defendant is not on active duty in the armed forces of the United States, is not a member of a reserve component on active duty, and has not received notification of a future call to active duty. I have no other information indicating that the defendant is in military service. This affidavit is made under 50 U.S.C. § 3931.

_____
[NAME]
Sworn to and subscribed before me on _____.

_____
Notary Public

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B-5. Request for writ of possession after the seven-day stay

IN THE DISTRICT COURT OF [COUNTY] COUNTY, ALABAMA

[PLAINTIFF], Plaintiff,	)	
	)	Case No. [DV-2026-_____]
v.	)	
[DEFENDANT(S)], Defendant(s).	)	

REQUEST FOR ISSUANCE OF WRIT OF POSSESSION

Plaintiff requests that the Clerk issue a Writ of Restitution or Possession (Form C-59A) in this action and shows as follows:

1. On [DATE] this Court entered a judgment awarding Plaintiff possession of the premises at [ADDRESS] against Defendant(s) [NAME(S)].

2. More than seven days have elapsed since the entry of the judgment. Ala. Code § 35-9A-461(e); Ala. R. Civ. P. 62(dc)(2).

3. No post-judgment motion is pending. [No notice of appeal has been filed.] [OR: Defendant filed a notice of appeal on [DATE] but has not paid into the clerk of the circuit court the rent properly payable under the rental agreement since the filing of this action, as Ala. Code § 35-9A-461(d) requires to prevent the issuance of a writ; see Plaintiff's separate motion.]

4. Defendant(s) remain in possession of the premises.

WHEREFORE, Plaintiff requests that the Clerk issue a Writ of Restitution or Possession directing the Sheriff of [COUNTY] County to restore Plaintiff to possession of the premises, and that the costs of the writ be taxed against Defendant(s).

Respectfully submitted,

_____
[NAME], [Plaintiff / Attorney for Plaintiff]
[Attorney code, if attorney]
[Address, telephone, email]

CERTIFICATE OF SERVICE. I certify that on [DATE], I served a copy of the foregoing on [DEFENDANT / DEFENDANT'S ATTORNEY] at [ADDRESS] by [first-class mail / hand delivery / the court's electronic filing system]. _____ [NAME]

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B-6. Motion for writ of possession during an appeal: tenant's failure to pay rent into court

IN THE DISTRICT COURT OF [COUNTY] COUNTY, ALABAMA

[PLAINTIFF], Plaintiff,	)	
	)	Case No. [DV-2026-_____]
v.	)	
[DEFENDANT(S)], Defendant(s).	)	

MOTION FOR ISSUANCE OF WRIT OF POSSESSION PURSUANT TO ALA. CODE § 35-9A-461(d)(1)

Plaintiff moves the Court to order the issuance of a writ of possession and shows as follows:

1. This Court entered a judgment for possession in Plaintiff's favor on [DATE]. Defendant filed a notice of appeal to the Circuit Court on [DATE].

2. Under Ala. Code § 35-9A-461(d), an appeal by a tenant does not prevent the issuance of a writ of possession unless the tenant pays to the clerk of the circuit court all rent properly payable under the terms of the rental agreement since the date of the filing of the action and continues to pay all rent that becomes due and properly payable as it becomes due during the pendency of the appeal.

3. Rent under the rental agreement is $[AMOUNT] per month, due on the [DAY] of each month. This action was filed on [DATE]. Rent properly payable since that date is $[AMOUNT], as shown on the attached ledger. Defendant has paid into court $[AMOUNT] [or: nothing]. [Rent of $[AMOUNT] became due on [DATE] and has not been paid into court.]

4. Under § 35-9A-461(d)(1), if the tenant fails to pay any rent installment that the court finds properly payable, the court shall issue a writ of possession on the landlord's motion.

WHEREFORE, Plaintiff requests that the Court determine the rent properly payable, find that Defendant has failed to pay it into court, and order the Clerk to issue a Writ of Restitution or Possession forthwith, with costs taxed to Defendant. Plaintiff requests an expedited hearing.

Respectfully submitted,

_____
[NAME], [Plaintiff / Attorney for Plaintiff]
[Attorney code, if attorney]
[Address, telephone, email]

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CERTIFICATE OF SERVICE. I certify that on [DATE], I served a copy of the foregoing on [DEFENDANT / DEFENDANT'S ATTORNEY] at [ADDRESS] by [first-class mail / hand delivery / the court's electronic filing system]. _____ [NAME]

B-7. Form C-21, Process of Garnishment: field by field

Form C-21 (Rev. 10/2023) is the sworn request that starts a garnishment on a money judgment. One form per garnishee. File it with the clerk in the case in which the judgment was entered, with the $35 fee and, for service by certified mail, the completed green card and receipt where the clerk requires them. The clerk issues the process and serves the garnishee; the garnishee must answer within 30 days. Complete the form as follows.

Field	What to enter
Court, county, case number, parties	As in the judgment. The plaintiff is the judgment creditor; the defendant is the judgment debtor.
Garnishee	The employer's exact legal name and the address where it accepts legal process (its registered agent or payroll office), or the bank's legal name and the branch or address designated for garnishments. Wrong names produce "no such entity" answers.
Judgment date and amount	From the judgment: principal, court costs, and interest to date. Attach a copy of the judgment if the clerk requires it.
Type of garnishment	Wages, salary, or other compensation (continuing, until paid) or property of the debtor in the garnishee's possession (bank accounts, a one-time capture).
Withholding amount for wages	Check the box for the lesser of 25% of disposable earnings for the week or the amount by which weekly disposable earnings exceed 30 times the federal minimum hourly wage; this is the ordinary judgment rule. The 20%/50-times box is for consumer-credit judgments and does not apply to rent.
Affidavit	Sworn by the plaintiff or attorney: that the judgment was obtained, that the garnishee is or will be indebted to the defendant or holds the defendant's effects, and that garnishment is necessary to satisfy the judgment.
Signature and notary	Sign before a notary or the clerk.

After service, calendar the 30-day answer deadline. If the garnishee answers that it owes wages, withholding begins at once; the form directs the employer to start paying the withheld money into court 30 days after the first retention and to keep paying monthly or more often until the total is withheld, and to report a termination of employment and pay in what it holds within 15 days. If the garnishee does not answer, file a motion for a conditional judgment against the garnishee. If the debtor files a claim of exemption, the form gives you approximately ten days to file a contest; a hearing is then set within seven calendar days, and if no timely contest is filed the garnishment is dismissed or modified after fifteen days. Social Security, SSI, veterans', and federal retirement benefits are exempt even after deposit in a bank, and the form cites a personal-property exemption of $7,500 as an example, so a bank garnishment against a retiree's account is often wasted. When the judgment is paid in full, file a satisfaction with the clerk; over-collection is your liability.

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B-8. Request for certificate of judgment, and recording it as a lien

[Date]

Clerk of the Circuit Court of [COUNTY] County
[Address from Chapter 13]

Re: [PLAINTIFF] v. [DEFENDANT], Case No. [NUMBER], District Court of [COUNTY] County

Please issue a certificate of judgment under Ala. Code § 6-9-210 for the money judgment entered in the above case on [DATE] in the amount of $[AMOUNT] plus costs of $[AMOUNT], in favor of [PLAINTIFF] and against [DEFENDANT], and return it to the undersigned. A check for the clerk's fee is enclosed; please advise if the amount is incorrect.

On receipt, the certificate will be recorded in the Office of the Judge of Probate of [COUNTY] County [and of any other county where the judgment debtor owns or may acquire real property], which under Ala. Code § 6-9-211 creates a lien on the debtor's real property in that county for ten years from the date of the judgment, renewable. The recording fee is paid to the probate office. Please provide a certified copy of the judgment as well, for use in any garnishment or in the courts of another state.

Sincerely,

_____
[NAME], [Plaintiff / Attorney for Plaintiff]
[Address, telephone, email]

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B-9. Consent judgment for possession with stayed writ (settlement at the courthouse)

IN THE DISTRICT COURT OF [COUNTY] COUNTY, ALABAMA

[PLAINTIFF], Plaintiff,	)	
	)	Case No. [DV-2026-_____]
v.	)	
[DEFENDANT(S)], Defendant(s).	)	

CONSENT JUDGMENT

The parties having announced their agreement in open court [or: having submitted the following agreed terms], it is ORDERED, ADJUDGED, and DECREED as follows:

1. Judgment is entered in favor of Plaintiff and against Defendant(s) for possession of the premises at [ADDRESS].

2. Judgment is entered in favor of Plaintiff and against Defendant(s), jointly and severally, for $[AMOUNT], consisting of rent through [DATE] of $[AMOUNT], late fees of $ [AMOUNT], and court costs of $[AMOUNT]. [OR: The money claim is [dismissed / reserved for hearing on _____].]

3. Defendant(s) shall vacate the premises, remove all personal property, and deliver all keys to Plaintiff on or before [DATE] at [TIME]. Rent of $[AMOUNT] [per month / per day] is due through the date possession is delivered. Defendant(s) shall pay $[AMOUNT] on [DATE] [and $ [AMOUNT] on [DATE]] to Plaintiff at [ADDRESS].

4. Issuance of a writ of possession is STAYED so long as Defendant(s) comply with paragraph 3. If Defendant(s) fail to vacate by the date in paragraph 3, or fail to make any payment when due, Plaintiff may file an affidavit stating the default, and upon its filing the Clerk shall issue a Writ of Restitution or Possession forthwith, without further notice or hearing, and the unpaid balance of paragraph 2 shall be immediately collectible.

5. Upon Defendant(s)' timely compliance with paragraph 3, [Plaintiff waives the unpaid balance of paragraph 2 / the judgment in paragraph 2 shall be marked satisfied] [and Plaintiff shall account for the security deposit under Ala. Code § 35-9A-201 within 60 days after delivery of possession].

6. Personal property remaining in the premises after the date in paragraph 3 is abandoned and may be disposed of by Plaintiff without further obligation. Ala. Code § 35-9A-423(d).

7. [Each party releases the other from all claims arising from the tenancy through the date of this judgment, except the obligations stated in this judgment and the deposit accounting.] [The parties waive post-judgment motions and appeal.]

DONE and ORDERED this _ day of __, 20.

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_____
District Judge

AGREED:

_____
_____
[Plaintiff / Attorney], date
[Defendant], date

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B-10. Affidavit of default under a consent judgment, and request for writ

IN THE DISTRICT COURT OF [COUNTY] COUNTY, ALABAMA

[PLAINTIFF], Plaintiff,	)	
	)	Case No. [DV-2026-_____]
v.	)	
[DEFENDANT(S)], Defendant(s).	)	

AFFIDAVIT OF DEFAULT AND REQUEST FOR ISSUANCE OF WRIT OF POSSESSION

I, [NAME], being duly sworn, state that I am [the Plaintiff / the manager of the premises for Plaintiff] and have personal knowledge of the facts stated here.

1. On [DATE] this Court entered a Consent Judgment awarding Plaintiff possession of the premises at [ADDRESS] and staying the issuance of a writ so long as Defendant(s) complied with paragraph 3 of the judgment.

2. Defendant(s) have defaulted as follows: [Defendant(s) did not vacate the premises by [DATE] and remain in possession as of the date of this affidavit] [and/or: Defendant(s) did not make the payment of $[AMOUNT] due on [DATE]; the amount received since the judgment is $ [AMOUNT]].

3. Under paragraph 4 of the Consent Judgment, Plaintiff is entitled to the immediate issuance of a Writ of Restitution or Possession without further notice or hearing.

Plaintiff requests that the Clerk issue the writ forthwith, directed to the Sheriff of [COUNTY] County.

_____
[NAME]
Sworn to and subscribed before me on _____.

_____
Notary Public

CERTIFICATE OF SERVICE. I certify that on [DATE], I served a copy of the foregoing on [DEFENDANT / DEFENDANT'S ATTORNEY] at [ADDRESS] by [first-class mail / hand delivery / the court's electronic filing system]. _____ [NAME]

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B-11. Affidavit to remove an individual unauthorized to occupy a dwelling (statutory form)

This is the affidavit prescribed by Ala. Code § 35-9B-2(b), in the statute's words. Complete it before a notary, attach a copy of your government-issued identification (or, for an agent, the documents showing your authority), attach the posted notice (Form A-17) with the date and time of delivery, and deliver it to the sheriff or the police department in the county where the dwelling is located. Read Chapter 9 before signing; every statement is made under penalty of perjury, and a wrongful removal exposes you to triple the fair market rent, damages, and attorney's fees.

AFFIDAVIT TO REMOVE AN INDIVIDUAL UNAUTHORIZED TO OCCUPY DWELLING

I, the owner, or authorized agent of the owner, of the dwelling located at [ADDRESS] declare under the penalty of perjury that:

1. I am the owner of the dwelling or the authorized agent of the owner of the dwelling.
2. The real property is a dwelling.
3. An unauthorized individual has unlawfully entered or remained in the dwelling.
4. The unauthorized individual is not a tenant, a holdover tenant, or an immediate family member of the owner, and any lease that may be produced by the unauthorized individual is fraudulent.
5. The unauthorized individual does not have an ownership interest in the property and is not listed on the title to the property unless the individual has engaged in title fraud.
6. There is no litigation related to the dwelling pending between the owner, or his or her agent, and any unauthorized individual.
7. Notice was provided by hand delivery to the unauthorized individual occupying the dwelling or by posting notice on the front door or entrance of the dwelling, and evidence of the notice, including the date and time of delivery, is attached.
8. I understand that an individual removed from the property pursuant to this affidavit may bring a cause of action against me for any false statements made in this affidavit, or for wrongfully using this procedure, and that, as a result of such action, I may be held liable for actual damages, penalties, costs, and reasonable attorney fees.
9. I am requesting law enforcement to remove, as soon as possible, the unauthorized individual from the dwelling.
10. A copy of my valid government-issued identification is attached, or I am an agent of the property owner, and documents evidencing my authority to act on the property owner's behalf are attached.

I have read and assert the truth of every statement made in this affidavit. I understand that my statements in this affidavit are being made under penalty of perjury as provided in Section 13A-10-9.

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_____
[Signature of Property Owner or Agent of Property Owner]

[Contact Information of Property Owner or Agent of Property Owner]

Sworn to and subscribed before me on _____.

_____
Notary Public My commission expires: _____

B-12. Sample complaint in ejectment (occupant with no tenancy)

IN THE CIRCUIT COURT OF [COUNTY] COUNTY, ALABAMA

[OWNER NAME], Plaintiff, v. [OCCUPANT NAME(S)], Defendant(s).	))))))))	Case No. [CV-2026-_____]

COMPLAINT (STATUTORY EJECTMENT)

COMES NOW the Plaintiff and for [his/her/its] complaint against the Defendant(s) states as follows:

1. Plaintiff is the owner of and holds legal title to the real property located at [ADDRESS], [COUNTY] County, Alabama, more particularly described as [LEGAL DESCRIPTION], by deed recorded in the Office of the Judge of Probate of [COUNTY] County at [BOOK/PAGE or INSTRUMENT NO.], a copy of which is attached as Exhibit A. Plaintiff is over the age of nineteen years [or: is an Alabama limited liability company].

2. Defendant(s) are over the age of nineteen years and are in possession of the property.

3. Venue is proper in this Court because the property is located in [COUNTY] County. Ala. Code § 6-3-2.

4. Defendant(s) entered the property on or about [DATE] [with the permission of [NAME], which was withdrawn on [DATE]] [without any right or permission]. Defendant(s) have never had a rental agreement with Plaintiff, have paid no rent, and have no right, title, or interest in the property.

5. On [DATE] Plaintiff made written demand on Defendant(s) to vacate the property by [DATE], a copy of which is attached as Exhibit B. Defendant(s) have failed and refused to vacate and unlawfully withhold and detain possession of the property from Plaintiff.

6. The reasonable rental value of the property is $[AMOUNT] per month. Plaintiff has been damaged by Defendant(s)' wrongful detention in that amount from [DATE OF DEMAND], and in the further amount of $[AMOUNT] for [damage to the property / utilities consumed / other].

WHEREFORE, Plaintiff demands judgment against Defendant(s) under Ala. Code § 6-6-280 for possession of the property; for damages for the wrongful detention of the property from [DATE] through the date possession is delivered at the rate of $[AMOUNT] per month, and for the further damages stated above; for the costs of this action; for a writ of possession directed to the Sheriff of [COUNTY] County; and for such other relief as is just.

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Respectfully submitted,

_____
[NAME], [Plaintiff / Attorney for Plaintiff]
[Attorney code, if attorney]
[Address, telephone, email]

Serve under Rule 4 by the sheriff or a designated process server; the answer period is 30 days. Attach the deed and the demand. File the military-status affidavit with any application for default. This sample is for a simple occupancy case; where the occupant claims to have bought the property, holds a contract for deed, or has recorded any instrument, the complaint must address that claim and should be drafted by counsel.

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B-13. Sample inquiry email to Apex Law

Keep it short and factual. Do not include Social Security numbers or account numbers until you have been told how to send them securely.

To: neil@apexlawal.com
Subject: Eviction, [County] County, [property address], [tenant last name]

Mr. Fulsang,

My name is [full name]. I [own / manage] the property at [address], [county], which is held in the name of [owner or entity]. The tenant is [full name(s)] under a [written / oral] lease dated [date] at $[rent] per month.

Where things stand: [Choose what applies. Example: Rent has been unpaid since [date]; the balance is $[amount]; no notice has been served. / I served a seven-business-day notice on [date] by [method]; the termination date was [date]; no payment. / I filed case no. [number] on [date]; the tenant was served on [date] by [method]; [answer filed / no answer]. / I have a judgment for possession dated [date] and need the writ and a garnishment. / Another firm got possession on [date] and did not pursue the money.] The next date or deadline I know of is [date].

The main issues, as I understand them, are: [one or two sentences, for example: the tenant has raised repair complaints; there are two adults in the unit and only one signed the lease; the tenant is in the Army; the property has an FHA loan].

I have the lease, the ledger, the notice and proof of delivery, and any court papers, and can send them securely. Please let me know whether the firm can consider the matter and what you need from me.

I understand that this email does not create an attorney-client relationship, that the firm may not be able to take the matter, and that I am responsible for meeting all deadlines in the meantime.

Thank you,
[Full name]
[Company, if any]
[Best phone number and times]
[Email address]

APPENDIX C

Checklists

Print one set for each file. Each checklist follows the chapter it comes from, and together they follow the flow chart in the Start Here section.

C-1. The tenancy file (Chapter 1)

	Item
[ ]	Application from every adult; screening results applied consistently
[ ]	Signed lease and every addendum; no attorney's-fee or other prohibited clause (§ 35-9A-163)
[ ]	Move-in inspection with photographs, signed by the tenant
[ ]	§ 35-9A-202 disclosure of manager and owner/agent for notices
[ ]	Deposit receipt (deposit not more than one month's rent unless an exception applies)
[ ]	Ledger opened, with payments posted on receipt
[ ]	Repair-request log with dates, responses, work orders, invoices
[ ]	Folder for every notice served, with the Certificate of Delivery and photographs
[ ]	Ownership documents: deed, entity papers, management agreement

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C-2. Eviction, from default to writ (Chapters 3 to 8)

	Step	Date done / deadline
[ ]	Default confirmed on the ledger; no rent accepted since default, or A-12 signed	
[ ]	Correct notice selected (A-1 to A-7); amount copied from the ledger; termination date counted from the day after receipt, skipping weekends and holidays for business-day notices	
[ ]	Notice hand-delivered, posted and photographed, and mailed with certificate of mailing; A-13 completed	
[ ]	Termination date passed with no cure; filing date is the day after or later	
[ ]	Form C-59 completed; every adult occupant named; paragraphs 1, 4, 5 checked; signed by an individual or an attorney	
[ ]	Attachments: lease, notice with A-13 and photographs, ledger; B-2 Notice of Intent if using a process server	
[ ]	Filed; case number recorded; fees paid; stamped copy in file	
[ ]	Return of service read the day it is filed; posting shows same-day or next-business-day mailing; defective return re-served	
[ ]	Answer deadline calendared (7 calendar days from service or posting)	
[ ]	No answer: military-status certificate obtained; C-25B filed with cover sheet, fee, attachments, on day 8 or later	
[ ]	Answer filed: trial date calendared; tenant's boxes matched to documents; counterclaim reviewed; rent-into-court motion if needed	
[ ]	Hearing: C-3 checklist completed; judgment obtained with amount and date stated	
[ ]	Judgment entry date recorded; 7-day stay calendared; docket watched for motion or appeal	
[ ]	Appeal filed: rent-into-court due dates calendared; B-6 motion filed the day after a missed payment	
[ ]	Day 8: B-5 request for writ filed; sheriff's execution scheduled; locksmith and labor arranged	
[ ]	Writ executed; date recorded; photographs of condition; property inventoried and stored 14 days	

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C-3. Hearing day (Chapter 7)

	Bring
[ ]	Three copies of the lease and addenda, tabbed to the paragraphs at issue
[ ]	The notice, A-13 with photographs, the mailing receipt, and a written business-day count
[ ]	Ledger updated through today, with rent accrued since filing computed
[ ]	Return of service; the process server if posting is disputed
[ ]	A-12 reservation, written refusal of payment, or proof of returned payment
[ ]	Repair file: requests, responses, work orders, invoices, move-in inspection, photographs
[ ]	Photographs of the violation; police report numbers
[ ]	The witness who keeps the account
[ ]	Management agreement and entity documents, in case authority is challenged
[ ]	A proposed judgment with the figures filled in
[ ]	Settlement terms you would accept, written down, and a blank B-9

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C-4. After judgment: property, deposit, and collection (Chapter 8)

	Step	Date done / deadline
[ ]	Possession recovered; date recorded; locks changed; condition photographed	
[ ]	Tenant's property inventoried, photographed, stored 14 days; written retrieval offer; disposed after 14 days	
[ ]	Deposit accounting (A-11) mailed within 60 days with certificate of mailing	
[ ]	Damage beyond the deposit documented with invoices for a second claim if needed	
[ ]	Money judgment: 14-day appeal period run; certified copy obtained	
[ ]	Certificate of judgment obtained (B-8) and recorded in probate in each relevant county	
[ ]	Employer and bank identified from the application, rent payments, and post-judgment discovery	
[ ]	Form C-21 filed for each garnishee with fee; 30-day answer calendared	
[ ]	Garnishee answer reviewed; conditional judgment motion if no answer; exemption claim contested if filed	
[ ]	Payments tracked; interest computed; satisfaction filed when paid	

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C-5. Which process, before anything is served (Chapter 2)

	Question
[ ]	Is the property a dwelling? (If not: Chapter 11, unlawful detainer.)
[ ]	Did the occupant enter with permission of the owner or of a tenant? (If not, and no tenancy: Chapter 9, squatter statute, if every element fits.)
[ ]	Is there a rental agreement, written or oral, or has the occupant ever paid rent? (If yes: eviction under the Act.)
[ ]	Is the occupant a former owner after foreclosure, a contract buyer, a family member, an employee, or a guest with no rent relationship? (If yes: Chapter 10, ejectment; § 6-5-251 demand first for foreclosures.)
[ ]	Is the occupant a bona fide tenant of a foreclosed owner? (90-day federal notice, then eviction.)
[ ]	Has the tenant abandoned the unit under § 35-9A-423? (Document, notice, no lawsuit.)
[ ]	Is the tenant a servicemember, a voucher holder, in bankruptcy, or deceased? (Chapter 12 before any notice.)
[ ]	Is the plaintiff an entity? (Attorney required.)

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APPENDIX D

Glossary

Term	Meaning in this manual
The Act	The Alabama Uniform Residential Landlord and Tenant Act, Ala. Code § 35-9A-101 through § 35-9A-603, governing residential tenancies.
Abandonment	The tenant's departure with no intent to return; presumed after seven days without electric service. § 35-9A-423(e). Permits re-entry without a court order.
Business day	A weekday that is not a legal holiday. Used for the § 35-9A-421(a) and (b) notice periods only.
Calendar day	Every day, including weekends and holidays. Used for court deadlines in eviction cases. Rule 6(dc); § 35-9A-141(3).
Certificate of judgment	A clerk's certificate of a money judgment which, when recorded in probate, creates a lien on the debtor's real property. §§ 6-9-210, 6-9-211.
Consent judgment	A judgment the parties agree to, typically for possession on a future date with the writ stayed during compliance.
Counterclaim	The tenant's own claim filed in the eviction; a tenant in possession must pay rent into court. § 35-9A-405.
Default judgment	A judgment entered because the defendant did not answer. Form C-25B. Rule 55.
Ejectment	The circuit court action to recover possession of land from a person who is not a tenant. § 6-6-280.
Eviction	The district court action under the Act to recover possession from a residential tenant whose right to possession has ended. § 35-9A-141(5); § 35-9A-461.
Forcible entry and detainer	Taking or keeping possession by force or threats, including by an owner against an occupant. § 6-6-310(1).
Garnishment	Court process directing a third party (employer or bank) to pay the debtor's wages or funds toward a judgment. Form C-21.
Holdover	A tenant who stays after the term ends or the tenancy is terminated. With consent, month-to-month; without, subject to eviction and § 35-9A-441(c) damages.
Landlord	The owner, lessor, sublessor, or manager of the premises. § 35-9A-141(7).
Mesne profits	Damages for the rental value of land during a wrongful occupancy, recovered in ejectment.
Notice of Intent to Use Process Server	The filing that designates a private process server under Rule 4(i)(1)(B) so the clerk releases the papers to that person.
Posting and mailing	Service by attaching the papers to the door and mailing a copy first class the same day or the next business day, after a reasonable effort at personal service. § 35-9A-461(c); § 6-6-332.

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Term	Meaning in this manual
Quasi in rem	A proceeding about the property itself rather than the person; the characterization courts have applied to Form C-59 evictions, with consequences for money judgments on posting service.
Rent into court	Rent paid to the clerk rather than the landlord, required of a tenant who counterclaims while in possession or who appeals. §§ 35-9A-405, 35-9A-461(d).
Return of service	The server's record of how and when process was served, on the back of Form C-59.
Squatter	In this manual, an unauthorized occupant who fits every element of § 35-9B-2; not a tenant, holdover, guest, buyer, or family member.
Statement of Claim	The eviction complaint, Form C-59, which also contains the summons.
Stay	A period during which a judgment cannot be enforced; seven days after an eviction judgment. § 35-9A-461(e).
Unlawful detainer	The action for possession against a tenant whose possessory interest has ended, under §§ 6-6-310 and following; used for nonresidential tenancies.
Writ of possession (writ of restitution)	The order directing the sheriff to put the landlord in possession. Form C-59A.

APPENDIX E

Sources and references

Primary sources used in this manual, with links current as of the research date.

Alabama statutes

Source	Where to find it
Alabama Uniform Residential Landlord and Tenant Act, Ala. Code §§ 35-9A-101 to 35-9A-603, including §§ 35-9A-141, 144, 161, 163, 201, 202, 204, 301, 303, 401, 404, 405, 407, 421, 423, 424, 425, 426, 427, 441, 442, 461, 501	https://law.justia.com/codes/alabama/title-35/chapter-9a/
Squatting, Ala. Code §§ 35-9B-1 to 35-9B-9 (Act 2024-237, effective June 1, 2024)	https://law.justia.com/codes/alabama/title-35/chapter-9b/
Nonresidential tenancies, Ala. Code §§ 35-9-1 to 35-9-6	https://law.justia.com/codes/alabama/title-35/chapter-9/
Forcible entry and unlawful detainer, Ala. Code §§ 6-6-310 to 6-6-353, including § 6-6-332 (service) and § 6-6-350 (appeal)	https://law.justia.com/codes/alabama/title-6/chapter-6/article-8/
Ejectment, Ala. Code §§ 6-6-280 to 6-6-299; demand after foreclosure, § 6-5-251; venue, § 6-3-2	https://law.justia.com/codes/alabama/title-6/
Judgment liens, §§ 6-9-210, 6-9-211; exemptions, §§ 6-10-6, 6-10-7; judgment interest, § 8-8-10; garnishment, §§ 6-6-370 to 6-6-483	https://law.justia.com/codes/alabama/title-6/ and title-8
District court jurisdiction and appeals, §§ 12-12-30, 12-12-31, 12-12-70, 12-12-73; motion fees, § 12-19-71	https://law.justia.com/codes/alabama/title-12/
Criminal trespass, §§ 13A-7-2 to 13A-7-4; perjury, § 13A-10-9	https://law.justia.com/codes/alabama/title-13a/
Alabama Fair Housing Law, §§ 24-8-1 and following	https://law.justia.com/codes/alabama/title-24/chapter-8/

Court rules and official forms

Rule or form	Link
Ala. R. Civ. P. 4, 6 (amended effective April 9, 2026), 12(dc), 55(dc), 59(dc), 59.1(dc), 60, 62(dc), 69	https://judicial.alabama.gov/library/CivilProcedure
Form C-59, Statement of Claim, Eviction/Unlawful Detainer (Rev. 06/25)	https://eforms.alacourt.gov/media/u5marq2c/statement-of-claim-eviction-unlawful-detainer.pdf
Form C-25B, Application and Affidavit for Entry of Default Judgment (Unlawful Detainer)	https://eforms.alacourt.gov/media/j11popd0/application-affidavit-for-entry-of-default-judgment-for-unlawful-detainer.pdf
Form C-21, Process of Garnishment (Rev. 10/2023)	https://eforms.alacourt.gov/media/1llnhgcc/c-21-rev-10-2023.pdf
Form C-59A, Writ of Restitution or Possession (Rev. 6/07)	https://eforms.alacourt.gov/media/b5mnsjxp/writ-of-restitution-or-possession.pdf
Form PS-01, Answer to Landlord's Claim (Rev. 09/21)	https://eforms.alacourt.gov/media/uotj41he/ps-01-revised-09-2021-general.pdf
Forms C-17 (Dismissal), C-35 (Notice of Appeal), C-10 (Affidavit of Substantial Hardship), Civil Motion Cover Sheet	https://eforms.alacourt.gov
Russell County Circuit Clerk, Residential Landlord-Tenant Guidelines to Filing of Unlawful Detainer Actions (filing packet with fees and timeline)	https://russell.alacourt.gov/media/1037/unlawful-detainer-filing-packet.pdf
Alabama Secretary of State, county official lookup: circuit clerks	https://www.sos.alabama.gov/city-county-lookup/circuit-clerk
Department of Defense Manpower Data Center, SCRA status search	https://scra.dmdc.osd.mil

Alabama court decisions

Decision	Holding relied on
Ex parte Trinity Property Consultants, LLC, No. 1180642 (Ala. Aug. 30, 2019)	A single attempt at personal service, absent extraordinary circumstances, was a reasonable effort supporting posting-and-mailing service under § 35-9A-461(c).
Morrow v. Pake, No. 2170012 (Ala. Civ. App. Apr. 20, 2018)	A Form C-59 action for possession and rent invokes quasi in rem jurisdiction; the tenant's Act claims were not compulsory counterclaims and were not barred by res judicata.
Ex parte Arlington Properties, Inc., No. 2090038 (Ala. Civ. App. Mar. 26, 2010)	The seven-day appeal period runs from entry of judgment, is jurisdictional, and is not extended by Rule 6's weekend exclusion.

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Federal statutes and regulations

Source	Link
Servicemembers Civil Relief Act, 50 U.S.C. §§ 3931, 3951, 3955; 2026 rent threshold, 91 Fed. Reg. 11527 (Mar. 10, 2026)	https://uscode.house.gov/
CARES Act § 4024(c), 15 U.S.C. § 9058(c)	https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title15-section9058&num=0&edition=prelim
HUD 30-day nonpayment notice rules, 89 Fed. Reg. 100542 (Dec. 13, 2024); interim final rule and delay, 91 Fed. Reg. 9449 (Feb. 26, 2026) and Mar. 13, 2026	https://www.federalregister.gov/
24 C.F.R. § 982.310 (voucher tenancies); §§ 247.4, 966.4 (project-based and public housing)	https://www.ecfr.gov/current/title-24
Fair Housing Act, 42 U.S.C. § 3604; Protecting Tenants at Foreclosure Act, 12 U.S.C. § 5220 note; VAWA housing protections, 34 U.S.C. § 12491; Bankruptcy stay, 11 U.S.C. § 362(a), (b)(22), (l)	https://uscode.house.gov/

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APPENDIX F

Official Alabama court forms

The forms below are published by the Alabama Unified Judicial System and are the ones a landlord actually files or receives in an eviction. They are revised from time to time, and clerks reject superseded versions, so print each one fresh from the source when you need it: scan the code with your phone's camera, or type the address from Appendix E. Appendix B explains how to complete each form field by field. The five forms a landlord files or receives most, C-59, C-25B, C-59A, C-21, and PS-01, are reproduced in full at the end of this manual as published by the Unified Judicial System at the research date.

Form	Title and revision at the research date	When you use it
C-59	Statement of Claim, Eviction/Unlawful Detainer (Rev. 06/25); summons and return of service on the same sheet	Starts every residential eviction and every commercial unlawful detainer. Chapter 4; Appendix B-1.
C-25B	Application and Affidavit for Entry of Default Judgment (for Unlawful Detainer) (Rev. 6/17)	Day eight or later when the tenant has not answered. Chapter 6; Appendix B-4.
C-59A	Writ of Restitution or Possession (Rev. 6/07)	Issued by the clerk on your written request after the seven-day stay. Chapter 8; Appendix B-5.
C-21	Process of Garnishment (Rev. 10/2023)	Collecting the money judgment from wages or a bank account. Chapter 8; Appendix B-7.
PS-01	Answer to Landlord's Claim (Rev. 09/2021)	The tenant's form answer; the eight checkboxes in Chapter 6 come from it.
C-17	Notice or Stipulation of Dismissal	Ending the case after a settlement or a move-out. Chapter 6.
C-35	Notice of Appeal to Circuit Court	Filed by a tenant within seven days of judgment; you may also use it to appeal a loss. Chapter 8.
C-10	Affidavit of Substantial Hardship and Order	Filed by a tenant seeking to appeal without a cost bond; it does not excuse rent into court. Chapter 8.
Civil Motion Cover Sheet	Required with any motion filed in district court, including the default application	Chapter 6; Appendix B-4.

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Scan to download the current form

Form C-59
Statement of Claim,
Eviction / Unlawful Detainer

Form C-25B
Application and Affidavit for
Default Judgment (Unlawful Detainer)

Form C-59A
Writ of Restitution
or Possession

Form C-21
Process of
Garnishment

Form PS-01
Answer to Landlord's Claim
(what the tenant files)

All other forms
C-17, C-35, C-10, Civil Motion
Cover Sheet: search the site

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State of Alabama Unified Judicial System Form C-59 Rev. 06/25 (Front)	**STATEMENT OF CLAIM** **Eviction/Unlawful Detainer** **Sections 35-9A-101, et seq., and 6-6-310, et seq., *Ala. Code 1975***	Case Number

IN THE _____ COURT OF _____ COUNTY, ALABAMA

_____ **v.** _____

PLAINTIFF(S) **DEFENDANT(S)**

ADDRESS: _____ **ADDRESS:** _____

_____ _____

PLAINTIFF'S ATTORNEY (if applicable): _____

ADDRESS: _____

COMPLAINT

1. Plaintiff(s) demands the right to possession from the defendant(s) of the following described residential, commercial or other real property located at: _____

2. Defendant(s) no longer has the right to possession because: _____

3. Defendant(s) right of possession has been lawfully terminated by written notice.

4. Plaintiff(s) also claims the sum of $ _____ plus court costs from the Defendant(s) consisting of: unpaid rent and late charges, plus attorney's fees (if applicable) and other charges.

5. Plaintiff(s) also claims future rent and late charges, plus attorney's fees (if applicable) and other charges accruing through the date Plaintiff(s) obtains possession of the above described property.

_____ _____

Clerk Plaintiff or Attorney Signature

Address: _____ Phone Number: (___) _____

_____ Attorney Code: _____

Plaintiff's email address: _____

NOTICE TO DEFENDANT(S) - READ CAREFULLY

This eviction or unlawful detainer complaint must be answered by you within seven (7) days after these papers were either served or posted at the leased premises as provided by law. Your answer must be received by the Court Clerk at the above address within the above seven (7) days. A copy of the answer must be sent to the Plaintiff(s) or Plaintiff(s)' Attorney at the above address. If you file an answer, a notice of trial will be mailed to you; otherwise, a judgment may be entered against you.

Court Record (Original) Plaintiff (Copy) Defendant (Copy)

Form C-59 (Back) Rev. 06/25	STATEMENT OF CLAIM Eviction/Unlawful Detainer

SUMMONS

To any Sheriff or any person authorized by Rule 4 (i) (1) (A) or (B) of the Alabama Rules of Civil Procedure to effect Service in the State of Alabama: You are hereby commanded to serve the Summons and Complaint in this action upon the defendant named in the style of the Complaint and make proper return to this court.

Date _____ _____

Date Received _____ _____
Clerk

PERSONAL SERVICE: served on the defendant(s) named _____

DATE SERVED _____ Server must complete:

SHERIFF/CONSTABLE _____ _____
Print Name

_____
PROCESS SERVER _____ Address

_____

_____
Phone Number

SERVICE BY DELIVERY TO PERSON SUI JURIS RESIDING ON THE PREMISES: served the defendant(s) named _____by delivering a copy of the Summons and Complaint on a person who is sui juris residing on the premises described in the Complaint.

DATE SERVED _____

_____ served for _____ is sui juris and is a resident of the
(Person Served) (Defendant(s))
premises described in the Complaint.

Server must complete:

SHERIFF/CONSTABLE _____ _____
Print Name

_____
PROCESS SERVER _____ Address

_____

_____
Phone Number

POSTING OF SUMMONS AND COMPLAINT: served on the defendant(s) named _____ _____ by posting a copy of the Summons and Complaint on the door of the premises described in the Complaint, and A COPY OF THE SUMMONS AND COMPLAINT WAS MAILED BY FIRST CLASS MAIL ON THE FOLLOWING DATE _____ that is not later than the close of the next business day following the aforesaid posting. This complaint was posted after first having attempted to personally serve the defendant and having tried to serve someone else residing on the premises who is Sui Juris.

DATE SERVED _____ Server must complete:

SHERIFF/CONSTABLE _____ _____
Print Name

_____
PROCESS SERVER _____ Address

_____

_____
Phone Number

SERVICE BY CERTIFIED MAIL: This service by certified mail of the summons and complaint is initiated upon the request of Plaintiff pursuant to Rule 4 (i) (2) of the Alabama Rules of Civil Procedure.

Date Requested _____ Date Mailed _____

Return Receipt Date _____ _____
Clerk

State of Alabama Unified Judicial System Form C-25B Rev. 6/17	**APPLICATION AND AFFIDAVIT FOR ENTRY OF DEFAULT JUDGMENT** **(FOR UNLAWFUL DETAINER)**	Case Number

IN THE _____ COURT OF _____, ALABAMA
(Circuit or District) *(Name of County)*

_____ v. _____
Plaintiff Defendant

I, affiant, request that the clerk of court, or judge, pursuant to Rule 55(b), Alabama Rules of Civil Procedure (ARCP), enter default against the above – named defendant,* in the above case for the defendant's failing to plead, answer, or otherwise defend.

The affiant, _____, being duly sworn, states as follows:

1. That the affiant has personal knowledge of the facts set forth in the affidavit.
2. That the unlawful detainer complaint was served, or posted and mailed, on (date) _____.
3. That more than _____ days have elapsed since the unlawful detainer complaint was served, or posted and mailed as required by law.
4. That the defendant has failed to answer or otherwise defend against the plaintiff's Unlawful Detainer Complaint.
5. That this affidavit is executed by the affiant in accordance with Rule 55(b), ARCP, for the purpose of enabling the plaintiff to obtain a **default judgment for possession of the property, and money sued for, because of the** defendant's failing to answer or otherwise defend against the Plaintiff's unlawful detainer complaint.
6. That the defendant is not an infant or an incompetent person, and there has been no violation of the provisions of Ala. Code 1975, Chapter 19, Title 5.
7. That the defendant is is not in the military service.
8. Judgment Conditions: ☐ with ☐ without waiver of exemptions.
9. That the property made the basis of this unlawful detainer is described as follows:

_____

_____

_____

_____.

10. Plaintiff has not accepted any rents or other payments since the termination of the rental agreement.
11. The termination notice with necessary proof of service and any written rental agreement are attached.
12. The monthly rental for this leasehold is the following sum: $_____. Rent is due on the 1st of the month. The amount of rental that has accrued since filing to date is: _____.

Sworn To and Subscribed Before Me This

Date:_____

_____ _____
Officer's Signature Title

Name of Affiant: _____

Signature of Affiant: _____

Affiant's Home or Business Address (if not represented by an attorney):

_____

_____
City State Zip Code

Name of Attorney:_____

Signature of Attorney:_____

Business Address of Attorney:_____

_____

_____
City State Zip Code

Plaintiff specifically requests that the Court defer rendition of a money judgment until that issue is ripe for jurisdictional and evidentiary adjudication.

Original – Court File Copy - Plaintiff Copy - Defendant

State of Alabama Unified Judicial System Form C-59A Rev. 6/07	**WRIT OF RESTITUTION OR POSSESSION** **(Forcible Entry and Unlawful Detainer Actions)**	**Case Number**

IN THE _____ **COURT OF** _____**, ALABAMA**

_____ **v.** _____

Plaintiff **Defendant**

To any law enforcement officer of the above-named county in the State of Alabama:

You are hereby commanded to restore the plaintiff (lessor) to possession of the land and tenements which the plaintiff recovered of the defendant (lessee) in an action of forcible entry and detainer before me on _____ (date) at _____ _____ (description of land and tenements).

You are further directed to recover the sum of $ _____ from the goods, chattels, lands, and tenements of the defendant for costs on which the plaintiff has expended.

_____. _____

Date Judge/Clerk

State of Alabama Unified Judicial System Form C-21 (Front) Rev. 10/2023	**PROCESS OF GARNISHMENT**	Case Number

IN THE **COURT OF** **COUNTY, ALABAMA**

NAME AND ADDRESS OF PLAINTIFF *(Persons Asserting Claim)*:	**NAME AND ADDRESS OF DEFENDANT *(Person Whose Property is Subject to Garnishment)*:** SSN ***-**- (Optional)

NAME AND ADDRESS OF ATTORNEY FOR PLAINTIFF:	**DATE OF JUDGMENT:**
	JUDGMENT AMOUNT: $ _____
NAME AND ADDRESS OF GARNISHEE:	**INTEREST: $** _____
	COSTS: $ _____
	LESS CREDIT: $ _____
	OTHER: $ _____
	TOTAL: $ _____

AFFIDAVIT

A. I make oath that I have obtained the above judgment and believe the named garnishee is or will be indebted to the named defendant or has or will have effects of the defendant under the garnishee's control. I believe that a Process of Garnishment against the garnishee is necessary to obtain satisfaction of the judgment.

B. If the garnishment is for wages, salary or other compensation, I further make oath that the amount to be withheld must be:

☐ 25% of disposable earnings for the week OR the amount by which disposable earnings for the week exceed 30 times the federal minimum hourly wage in effect at the time the earnings are payable, WHICHEVER IS LESS,

☐ 20% of disposable earnings for the week OR the amount by which disposable earnings for the week exceed 50 times the federal minimum hourly wage in effect at the time the earnings are payable, WHICHEVER IS LESS, which amount is in compliance with the instructions on the reverse side of this from.

C. I hereby request disbursement of amounts periodically paid into Court pursuant to this garnishment.

Sworn to and subscribed before me this _____

day of _____, _____

_____ _____

Signature of Officer Authorized to Administer Oaths/Notary Public Affiant/Attorney (Signature)

(Notary Public Only: My Commission expires on _____(Date)).

WRIT OF GARNISHMENT

TO ANY LAW ENFORCEMENT OFFICER OF THE STATE OF ALABAMA:

You are hereby commanded to serve this Process of Garnishment on the GARNISHEE, _____ (Name of garnishee)

and a copy on the defendant, _____ (Name of defendant) and make proper return to this Court.

NOTICE TO DEFENDANT: READ THE IMPORTANT INFORMATION ON THE BACK OF THIS FORM (Regarding your Rights).
NOTICE TO GARNISHEE: YOUR ARE THE GARNISHEE IN THE ABOVE ACTION.

You must complete and file the enclosed Answer form within thirty (30) days from service of process. If you fail to file an Answer, the plaintiff can proceed for judgment against you for the amount of the claim, plus costs. Mailing the notarized Answer form to the Clerk of the Court at the address below constitutes making a proper appearance in the Court. YOU MUST ANSWER:

(1) Whether you are or will be indebted to the defendant at the time you received this process, or when you make your answer, or during the intervening time, or
(2) Whether you will be indebted to the defendant in the future by existing contract, or
(3) Whether by existing contract you are liable to the defendant for the delivery of personal property or for the payment of money, or
(4) Whether you have in your possession or control, money or effects belonging to the defendant.

You are commanded to retain the amount indicated above from wages, salary or other compensation due or which will become due to the defendant for such period of time as is necessary to accumulate the sum $_____(Judgment and costs). You are required, after a period of 30 days from the first retention of any sum from the defendants wages, salary, or other compensation, to begin paying the moneys withheld into court as they are deduced or withheld and continue to do so on a monthly or more frequent basis until the full amount is withheld. If employment of the defendant is terminated BEFORE the sum is accumulated, you are required by law to report the termination and pay into court within 15 days AFTER termination, all sums withheld in compliance with this garnishment. (See Reverse Side for Instructions on Garnishments). If you have in your possession or control property or money belonging to the defendant, which is NOT wages, salary or other compensation, and is not exempt as a matter of law, you are further commanded to hold the property or money, or the amount shown above as "Total," whichever is less, subject to orders of this Court.

Date issued:

_____ _____ By: _____

Clerk Deputy Clerk

Address: _____

This process was executed by serving a copy on (Garnishee) _____

on (Date) _____. Service on (Defendant) _____on (Date) _____

Served by: _____ Title: _____

COURT RECORD (Original) PLAINTIFF (Copy) DEFENDANT (Copy) GARNISHEE (Copy)

Instructions for Determining the Percentage of Wages, Salary or Other Compensation to be Withheld

I. GARNISHMENTS TO COLLECT JUDGMENTS ARISING FROM SITUATIONS OTHER THAN CONSUMER LOANS, CONSUMER CREDIT SALES OR CONSUMER LEASES ARE SUBJECT TO THE RESTRICTIONS OF:§6-10-7, *Code of Alabama* 1975, and Title 15, §1673, *United States Code* ("U.S.C.").

Under Alabama and federal law, the amount subject to garnishment to collect such judgments shall not exceed the LESSER of:

(1) twenty-five (25) percent of "disposable earnings" for the week; OR

(2) the amount by which "disposable earnings" for the week exceed thirty (30) times the federal minimum hourly wage in effect at the time the earnings are payable.

II. GARNISHMENTS TO COLLECT JUDGMENTS ARISING FROM CONSUMER LOANS, CONSUMER CREDIT SALES OR CONSUMER LEASES ARE SUBJECT TO THE RESTRICTIONS OF: §5-19-15, *Code of Alabama,* 1975 as amended by Act 88-294, effective April 12, 1988, and Act 96-576, effective 5/20/1996.

A. Under this law, if the debt or demand was created ON OR AFTER April 12, 1988, the amount subject to garnishment shall not exceed the LESSER of:
(1) twenty-five (25) percent of "disposable earnings" for the week; OR
(2) the amount by which "disposable earnings" for the week exceed thirty (30) times the federal minimum hourly wage in effect at the time the earnings are payable

B. If the debt or demand was created BEFORE April 12, 1988, the amount subject to garnishment shall not exceed the LESSER of:
(1) twenty (20) percent of "disposable earnings" for the week; OR
(2) the amount by which "disposable earnings" for the week exceed fifty (50) times the federal minimum hourly wage in effect at the time the earnings are payable

DISPOSABLE EARNINGS DEFINED: An employee's "disposable earnings" means that part of earnings of an individual remaining after deduction of amounts required by law to be withheld such as Federal Income Tax, Federal Social Security Tax, and State and Local Taxes.

NOTICE TO GARNISHEE

Note: If you have in your possession or control property or money belonging to the defendant (**which is not wages, salary or other compensation and is not exempt as a matter of law**), you are commanded to hold the property or money, or the amount shown on the other side as "Total," whichever is **less**, subject to the orders of the Court. Social Security, SSI, VA and federal retirement moneys are all exempt under federal law and remain so even when deposited in a bank or other financial institution. If the only money in your possession or control belonging to the defendant is Social Security, SSI, VA or federal retirement moneys, you should indicate in your answer "all such money is exempt from execution." The formula outlined below only applies if the property sought to be garnished is wages, salary or other compensation of the defendant.

(Use the following formula to calculate a garnishment of wages, salary or other compensation)

(1) Calculate "disposable earnings" for the week (see definition of disposable earnings" above)

(2) If the twenty-five (25) percent block is checked on the front of this form, multiply the "disposable earnings" amount by twenty-five (25) percent. Then multiply the "minimum wage amount" (in effect at the time the earnings are payable by you) by thirty (30) and subtract this amount from "disposable earnings." Compare these two and obtain lesser amount.

OR

(3) If the twenty (20) percent block is checked on the front of this form, multiply the "disposable earnings" amount by twenty (20) percent. Multiply the "minimum wage amount" (in effect at the time the earnings are payable by you) by fifty (50) and subtract this amount from "disposable earnings." Compare these two and obtain lesser amount.

(4) After the calculation is made in accordance with (2) or (3) above (whichever is applicable), the amount of the garnishment for the week is the LESSER amount. Withhold this amount and pay it into Court as instructed in the "Writ of Garnishment" on the front of this form.

(5) THE CLERK AND OTHER COURT PERSONNEL CANNOT GIVE YOU LEGAL ADVICE. IF YOU NEED ASSISTANCE YOU SHOULD CONSULT A LAWYER FOR ADVICE.

PROTECTION AGAINST DISCHARGE: Title 15, §1674, U.S.C., prohibits an employer from discharging any employee because his or her earnings have been subjected to garnishment for any one indebtedness.

NOTICE TO DEFENDANT OF RIGHT TO CLAIM EXEMPTION FROM GARNISHMENT

A process of garnishment has been delivered to you. This means that a Court may order your wages, money in a bank, sums owned to you, or other property belonging to you, to be paid into Court to satisfy a judgment against you.

Laws of the State of Alabama and of the United States provide that in some circumstances certain money and property may not be taken to pay certain types of court judgments, because certain money or property may be "exempt" from garnishment. For example, under State law, in some circumstances, up to $7,500.00 in personal property, including money (except wages, salaries, or other compensation), bank accounts, automobiles, appliances, etc. may be exempt from process of garnishment. Similarly, under Federal law, certain benefits and certain welfare payments may be exempt from garnishment. Benefits and payments ordinarily exempt from garnishment include, for example, Social Security payments. SSI payments, veteran's benefits, AFDC (welfare) payments, unemployment compensation payments, and workers' compensation payments.

THESE EXAMPLES ARE FOR PURPOSES OF ILLUSTRATION ONLY. WHETHER YOU WILL BE ENTITLED TO CLAIM ANY EXEMPTION FROM THE PROCESS OF GARNISHMENT, AND, IF SO, WHAT PROPERTY MAY BE EXEMPT, WILL BE DETERMINED BY THE FACTS IN YOUR PARTICULAR CASE. IF YOU ARE UNCERTAIN AS TO YOUR POSSIBLE EXEMPTION RIGHTS, YOU SHOULD CONSULT A LAWYER FOR ADVICE.

TO CLAIM ANY EXEMPTION THAT MAY BE AVAILABLE TO YOU, YOU MUST PREPARE A "CLAIM OF EXEMPTION" FORM LISTING ON IT ALL YOUR WAGES AND PERSONAL PROPERTY; HAVE THE CLAIM OF EXEMPTION NOTARIZED; AND FILE IT IN THE CLERK'S OFFICE. ALSO, IT IS YOUR RESPONSIBILITY TO MAIL OR DELIVER A COPY OF THE CLAIM OF EXEMPTION TO THE PLAINTIFF WHO HAS A JUDGMENT AGAINST YOU. YOU MUST INDICATE ON THE CLAIM OF EXEMPTION THAT YOU FILED IN THE CLERK'S OFFICE WHETHER YOU MAILED OR DELIVERED THE COPY TO THE PLAINTIFF AND THE DATE ON WHICH YOU MAILED OR DELIVERED IT. THE CLERK CANNOT GIVE YOU LEGAL ADVICE. IF YOU NEED ASSISTANCE, YOU SHOULD SEE A LAWYER.

If you file a claim of exemption, the plaintiff will have approximately ten (10) days to file a "contest" of your claim of exemption. If a contest is filed, a Court hearing will be scheduled and you will be notified of the time and place of the hearing. If the plaintiff does not file a contest, the property claimed by you as exempt will be released from the garnishment.

If you do not file a claim of exemption, your property may be turned over to the court and to the plaintiff on the judgment against you.

TO PROTECT YOUR RIGHTS, IT IS IMPORTANT THAT YOU ACT PROMPTLY. IF YOU HAVE ANY QUESTIONS, YOU SHOULD CONSULT A LAWYER

NOTICE TO PLAINTIFF OF RIGHT TO CONTEST CLAIM OF EXEMPTION OF DEFENDANT

If a "Claim of Exemption" is filed in the Clerk's office and mailed or delivered to you by the defendant, you have approximately ten (10) days to file a "Contest" to the Claim of Exemption with the Clerk of the Court.

If a Contest is timely filed, a Court hearing will be scheduled within seven (7) calendar days (or on the next business day thereafter if the Court is not open on the seventh day). You and the defendant will be notified of the time and place of the hearing.

If you fail to make timely Contest of the Claim of Exemption, after fifteen (15) calendar days from the filing of such claim by the defendant, the Process of Garnishment and any writ of garnishment issued therein shall be dismissed or, where appropriate, modified to the extent necessary to give effect to the claimed exemptions.

IF YOU ARE UNCERTAIN AS TO HOW TO FILE A CONTEST TO THE CLAIM OF EXEMPTION, YOU SHOULD CONSULT A LAWYER FOR ADVICE. THE CLERK AND OTHER COURT PERSONNEL CANNOT GIVE YOU LEGAL ADVICE.

Form PS-01 Rev. 09/21	**Answer to Landlord's Claim** Residential Eviction/Unlawful Detainer	Case Number:

In the District Court of _____ County, Alabama

_____ v. _____

Plaintiff's First and Last Name (Landlord)

Defendant's First and Last Name (Tenant)

Instructions to Defendant: Your landlord (Plaintiff) is asking the court to evict you for the reasons in the *Statement of Claim,* the document served on you personally or posted on your door.

If you disagree with the eviction, follow steps 1 through 3 below:

① Complete and sign this *Answer.*

② Complete and sign the *Certificate of Service* at the bottom of this form
Make two copies of the completed form – one for you to keep and one to mail or hand deliver to your Landlord or the Landlord's lawyer at the address in the *Statement of Claim*

The deadline for filing your answer is seven (7) calendar days after the date you were personally served the Statement of Claim or it was posted on your door.

③ **Before the deadline (see box at right)**, mail or hand deliver the original Answer to the County Circuit Court Clerk at the address in the *Statement of Claim*. Note: If you mail the *Answer* to the Clerk, the Clerk must **receive** it by the deadline.

It is important to print carefully and accurately when completing this form.
After you file your Answer, the court will mail and email, if available, a trial notice to you.
At trial, you can present evidence and witness testimony to the judge.
If you do not answer, you may be evicted and a money judgment may be entered against you.

To oppose the eviction and/or your landlord's claim for money, check boxes and sign below:
I am the Defendant (Tenant) in this case. I disagree with the *Statement of Claim* for the reasons shown below *(check all which apply*). I demand the Landlord provide strict proof of all allegations against me.

a. The Landlord did not serve me with a proper termination of lease notice before filing this case.
b. I did everything the Landlord required me to do to avoid eviction before the legal deadline.
c. I took the money owed to my Landlord by the deadline, but my Landlord refused to accept it.
d. The Landlord accepted payment from me after sending me the lease termination notice.
e. The *Summons* and *Statement of Claim* were not given to me or any responsible person living with me.
f. I agree I owe my Landlord the amount listed in the *Statement of Claim*, but I do not agree to my Landlord having possession.
g. I deny I owe the Landlord the amount listed in the *Statement of Claim*.
h. I have applied for rental assistance* with: _____
Name of Assistance Program Contact Name Contact Number

I ask the Court to deny the eviction and/or to not allow a money judgement against me.

X SIGN HERE: _____ Date: _____

Your Address: _____

Your email address: _____Telephone Numbers: _____

CERTIFICATE OF SERVICE

I certify I delivered or mailed a true copy of this *Answer* to my Landlord or my Landlord's lawyer on _____,20__ at the following address:

_____
Mailing Address City State Zip

X Sign here: _____ Date: _____

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