



Eviction Defense Bible

Alabama 2026-2027 Edition

A Comprehensive Guide for Defending Eviction Cases in Alabama

Prepared by Apex Law LLC

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Law researched through September 1, 2026

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About this manual, and what it is not

I wrote this for tenants, not for lawyers. It follows an Alabama residential eviction from the first missed payment through the sheriff's writ, and it covers the claims a tenant may have running the other direction, against the landlord. Most people who open it are reading in a hurry, at night, with a court date coming. If it does its job, you will know where you stand, what the next deadline is, and when your problem has outgrown a manual.

What follows is general information, and I want to be plain about why it is not legal advice. Advice takes facts: your lease, your payment history, the wording of the notice, how the papers reached you, what your landlord did and failed to do, and what the judge in your county expects on a crowded Tuesday docket. I do not know any of that about you. So I can tell you what the law provides and what questions to ask. I cannot tell you how your case comes out.

Statutes, rules, forms, and local habits all change. Everything here reflects the law as I researched it through September 6, 2026, working from the Code of Alabama, the Alabama Rules of Civil Procedure, published decisions, the official court forms, and the federal law that reaches some tenancies. The rules governing eviction deadlines were last amended on April 9, 2026. Nothing decided after my research date is in here. And a judge may look at the same facts you have lived through and see them differently.

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 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. Deadlines in eviction cases are measured in days, and several of them are seven calendar 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 D lists every source with a link. If a clerk or a judge tells you

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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 Attorney Neil Fulsang

Most people who get an eviction notice have never set foot in a courtroom. The process moves fast, the papers are written for lawyers, and the other side has done this a hundred times. That imbalance is the whole reason for this manual. A tenant who keeps records and moves before the deadline usually has options. A tenant who waits to see what happens usually does not.

Part of what follows is about defending yourself. The rest is about the claims you may have going the other way, against a landlord who let the heat stay broken, kept a deposit, or changed the locks. Do not skip that part. In my experience it is often what turns a case headed for a judgment into a case that ends in an agreement you can live with.

If you have questions about your own situation, email me at neil@apexlawal.com. Give me the county, the case number if one exists, and the next date on your calendar. I cannot take every case and I cannot promise how fast I will answer, so whatever you do, do not let a deadline sit while you wait on me.



Neil E. Fulsang
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TWO PAGES TO READ BEFORE ANYTHING ELSE

Start here: What has happened so far?

Find the box that matches where you are. It will send you to the right chapter. Come back to the rest of this section afterward, because the deadlines below apply no matter which box you landed in.

What has happened so far? Find your situation and go to that part of the manual.

Landlord is threatening to evict, but nothing is in writing yet Chapter 2 Prevent it: communicate, get the ledger, fix what can be fixed	You received a written notice from the landlord Chapter 3 Read it, count the days, pay or cure if you can, look for defects	You received court papers (Summons and Statement of Claim, Form C-59) Chapters 4, 5, 6 ANSWER within 7 calendar days. Raise defenses and counterclaims
A hearing or trial is scheduled Chapters 7 and 8 Organize evidence, prepare your presentation, consider settlement	A judgment has been entered against you Chapter 9 7 days: motion, appeal, rent into court to hold off the writ	Locks changed, utilities cut, or belongings removed without a writ Chapter 10 Document, do not force re-entry, seek help now. Remedies under § 35-9A-407

Read the 'Start here' section first no matter which box fits. Deadlines run whether or not you have finished reading.

The four kinds of paper, and why the difference matters

More cases are lost to this confusion than to any legal argument I have ever made. A notice from your landlord is not a lawsuit, and a judgment is not yet a writ. Each document starts a different clock and calls for a different response, and treating one like another is how people end up with a default judgment they never saw coming.

Document	What it is	What it means for you
Landlord's notice (a letter, a form, a note on the door)	A private demand from the landlord, not from a court. Under Ala. Code § 35-9A-421 it must be in writing, state the problem (for nonpayment, the rent and late fees owed), and give a termination date at least seven business days after you receive it. Periodic tenancies end on	Nothing has been filed yet. You can usually stop the process by paying or fixing the problem before the date in the notice. Read Chapter 3. Keep the notice and the envelope.

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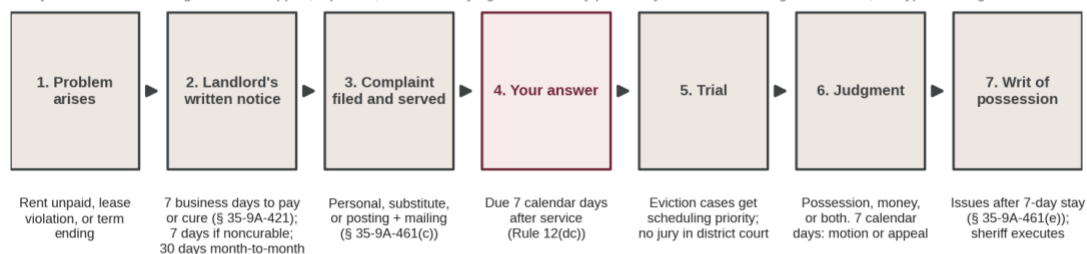
Document	What it is	What it means for you
	30 days' (monthly) or 7 days' (weekly) written notice under § 35-9A-441.	
Summons and Statement of Claim (Form C-59)	A court case has been filed. The form has the court name, county, and case number at the top, the landlord's claim for possession and possibly money, and a summons telling you to answer within seven days. The back shows how you were served.	You have seven calendar days after service or posting to file a written answer with the clerk. If you do nothing, a judgment can be entered without you. Read Chapter 4 today.
Judgment	The court's decision. It may award possession, money, court costs, attorney's fees, or some combination, or it may rule for you. It is entered when it appears in the court's electronic system, which can be a different day from the hearing.	Seven calendar days to file a post-judgment motion or appeal. An appeal alone does not stop the eviction; you must also pay rent into court. Read Chapter 9.
Writ of possession (sometimes called a writ of restitution)	The order that lets the sheriff put the landlord in possession. It can issue on the landlord's request after a seven-day stay following a judgment for possession. Ala. Code § 35-9A-461(e).	You must leave. Re-entering without just cause is contempt of court. Move your belongings out before the sheriff comes. Read Chapters 9 and 10.

How the process usually runs

Here is the ordinary path of an Alabama residential eviction. Cases get dismissed, settled, and refiled at every stage, so nothing about this chart promises your case will follow it or move at any particular speed. Use it to find yourself on the map.

The usual road from a rent problem to a writ of possession

Every case is different. Stages can be skipped, repeated, or resolved by agreement at any point. Days shown are the legal minimums, not typical timing.



Where you can still change the outcome: pay or cure during stage 2 | answer and raise defenses in stage 4 | negotiate at any stage | post-judgment motion or appeal within 7 days of stage 6

Four deadlines in that process are each seven days long. They are the deadlines tenants most often miss, so they are worth seeing side by side.

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7 calendar days to file your ANSWER Counted from the day you were served or the papers were posted. The clerk must receive it. Ala. R. Civ. P. 12(dc).	7 calendar days for a POST-JUDGMENT MOTION or a motion to SET ASIDE A DEFAULT JUDGMENT Ala. R. Civ. P. 55(dc), 59(dc). The court must rule within 14 days or the motion is denied by operation of law (Rule 59.1(dc)).	7 days to file a NOTICE OF APPEAL to circuit court Ala. Code § 35-9A-461(d). An appeal alone does not stop the writ, you must also pay rent into court as it comes due.	7 days automatic STAY before a WRIT OF POSSESSION can issue Ala. Code § 35-9A-461(e). After that, the sheriff can be sent. Never re-enter after a writ is executed.
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Write these things down right now

Before anything else, write the following down on the deadline log in Appendix A, or on any scrap of paper you will not lose. Do it while you still remember the details exactly. If you are reading this on your phone, stop and put the dates in your calendar with alarms set two days early.

Record	Why it matters
County, and the court named at the top of any court paper	Deadlines and filings go to that court's clerk, not to any other office.
Case number	Every paper you file must carry it. The clerk cannot find your case without it.
For each document: the date and exact way you received it (handed to you, left with someone, taped to the door, in the mailbox, emailed, texted)	Your answer deadline runs from service. Notice periods run from receipt. Whether service was proper can be a defense, and only you know what actually happened.
Hearing or trial date, time, and courtroom	Eviction hearings are short and are not rescheduled easily. Missing one usually means a judgment against you.
Judgment date, and the date it shows as entered in the court system	The seven-day motion and appeal windows run from entry.
Any deadline stated in a paper, and who told you about it	If two sources give different dates, use the earlier one.

Keep the physical evidence of how things reached you. Envelopes matter, especially postmarked ones. Photograph the notice while it is still taped to the door,

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then take it down and keep it. Back your texts and emails up somewhere other than the phone in your pocket. And do not delete anything, including the messages that make you look bad. Judges notice gaps, and a gap always looks worse than whatever you were trying to hide.

Do not wait to finish this manual

If you have court papers, the answer deadline is seven calendar days from service and does not stop while you read. Go to Chapter 4, prepare your answer, and file it. You can read the rest afterward. If you have a judgment, go to Chapter 9 now. If you have been locked out, go to Chapter 10 now.

CHAPTER 1

Understanding your tenancy and the eviction process

Who this manual is written for

Almost everything here concerns residential rentals governed by the Alabama Uniform Residential Landlord and Tenant Act, Ala. Code § 35-9A-101 and following, which this manual calls "the Act." The Act applies to every rental agreement for a dwelling unit located in Alabama, and it is the exclusive statewide law on the subject; cities and counties may not adopt their own landlord-tenant ordinances. Ala. Code § 35-9A-121. A "rental agreement" means all agreements, written or oral, about the use and occupancy of the unit, so you are covered even if you never signed anything. § 35-9A-141(13). A "landlord" means the owner, lessor, or sublessor, and also "a manager of the premises," so a management company that collected your rent and sent your notices is a landlord in its own right. § 35-9A-141(7).

Not every living arrangement falls under the Act, and some fall under it only partly. If one of the rows below describes you, much of this manual will still be useful, but the deadlines and defenses can be different enough to matter. Get advice before you rely on anything here.

Your situation	Why it needs a different analysis
You are buying the home under a contract for deed, lease-purchase, or rent-to-own agreement	Occupancy under a contract of sale is excluded from the Act unless the arrangement was created to avoid the Act. § 35-9A-122(2). The dispute may be about the contract, forfeiture, or an ejectment action rather than a tenancy.
The home was foreclosed on and the new owner wants you out	A former owner facing a foreclosure purchaser is usually dealt with through a written demand for possession and an ejectment action, not an eviction under the Act. A bona fide tenant of a foreclosed owner may have federal protection under the Protecting Tenants at Foreclosure Act, 12 U.S.C. § 5220 note, including a 90-day notice to vacate. These rules are technical; get advice quickly.
Commercial space, or a home rented mainly for farming	Commercial leases and agricultural rentals are outside the Act. § 35-9A-122(7). The unlawful-detainer statutes at Ala. Code § 6-6-310 and following and the lease itself control.
Hotel, motel, or extended-stay lodging	Transient occupancy is excluded. § 35-9A-122(4). Whether a long stay at an extended-stay property has become a tenancy depends on the facts.
Housing that comes with your job	Occupancy conditioned on employment on the premises is excluded. § 35-9A-122(5).
Manufactured home	A manufactured home rented as a home is a "dwelling unit" under the Act. § 35-9A-141(4). If you own the home and rent only the lot, the Act's

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Your situation	Why it needs a different analysis
	application is less clear, and the lot lease and the unlawful-detainer statutes may govern. Do not assume the two situations are treated the same.
Public housing, project-based Section 8, or a housing choice voucher	The Act applies, but federal rules add notice requirements, good-cause limits, and grievance rights. See Chapter 11.

The ordinary Alabama eviction, step by step

An eviction is a civil lawsuit. The Act defines it as an action filed when a tenant who once had the right to possess the home stays after that right has ended and refuses to give the home back. § 35-9A-141(5). The lawsuit cannot lawfully begin until the landlord has first ended your right to possession, which almost always requires a written notice and the passage of the time the notice gives you. Chapter 3 covers the notice.

Once the notice period runs without payment or cure, the landlord files a Statement of Claim, usually on Form C-59, in the district court of the county where the property sits. Venue is fixed by statute. § 35-9A-461(b). The court issues a summons, and a sheriff, constable, or process server tries to hand you the papers. If that fails, the papers can be left with an adult who lives in the home, or posted on the door and mailed. Chapter 4 explains service and the seven-day answer deadline that follows it.

If you file an answer, the clerk schedules a trial and mails or emails you the date. Eviction cases are given priority over other civil cases. § 35-9A-461(b). District court trials are held without a jury, often on a crowded docket, and many last only minutes. The judge decides who is entitled to possession, whether any money is owed, and what to do with any counterclaim you filed. If you do not answer, the landlord can ask for a default judgment. After a judgment for possession, the landlord can request a writ after a seven-day stay, and the sheriff enforces it. A tenant who appeals within seven days and keeps paying rent into court can hold off the writ while the circuit court hears the case again from the beginning. Chapter 9 covers that.

Possession is one question; money is another

Form C-59 asks the court for two different things. Paragraph 1 asks for possession of the home. Paragraphs 4 and 5 ask for money: rent already unpaid, late charges, future rent through the day the landlord gets the home back, court costs, and attorney's fees if the lease allows them. A landlord may leave the money blank and ask only for possession, or may fill in a specific amount. Read your copy to see what is actually being claimed. Under the Act, a landlord whose lease has ended has a claim

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for possession and rent and a separate claim for damages for breach of the lease. § 35-9A-426.

Keep the two apart in your head. The defenses are not the same: you may have nothing to say about possession because you simply did not pay, and still have a real fight over the amount claimed. Neither are the service rules. Papers posted on your door will support a judgment for possession, but whether they support a personal money judgment against you is a different question, and Chapter 4 takes it up. The money side also has a longer life than the possession side. A landlord who gets the keys back can still come after unpaid rent, damage, and other charges later, and much of that ends up in the deposit accounting discussed in Chapter 10.

District courts hear civil claims up to \$20,000 and all eviction actions regardless of amount. Ala. Code § 12-12-30. A landlord who wants more than \$20,000, or wants an injunction, must sue in circuit court. Small claims court, which handles claims up to \$6,000 with simpler rules, is not where evictions are filed, although it is often where a former tenant later sues for a security deposit.

Preventing an eviction before a lawsuit is filed

The cheapest eviction to win is the one nobody files. Once the case is on the docket, your landlord has paid a filing fee, probably hired a lawyer, and created a public court record that will follow you to your next rental application whether you win or lose. This chapter is about the window between the first missed payment and the day the complaint is filed. It is a short window and most tenants waste it.

Communicate early, briefly, and in writing

Landlords file evictions when tenants go quiet. A short written message the moment you know rent will be late changes that. Say what happened, how much you can pay, and when. Your landlord does not need your life story; a date and a number will do. Send it however the lease says notices go, and send a text or email too, so a dated copy exists. After any phone call or hallway conversation, write down what was agreed and send it. A message reading "As we discussed today, I will pay \$600 on the 15th and \$600 on the 30th, and you agreed to hold off on filing" is evidence. A phone call is a memory, and memories get disputed.

Get the ledger and check every line

Ask the landlord in writing for a complete rent ledger showing every charge and every payment from the start of your tenancy. Most management companies keep one and can print it in minutes. Compare it to your own records: bank statements, money order stubs, payment app screenshots, receipts, and portal confirmations. Look for payments that were not credited, payments applied to fees before rent, late fees charged when rent was paid on time, fees that are not in the lease, and charges for utilities, insurance, pest control, or damage that were added without explanation.

Two provisions make that exercise worth the hour it takes. "Rent" under the Act means the payments the lease requires you to make to or for the landlord, § 35-9A-141(12), so a charge that is not in your lease is not collectible as rent no matter what the portal calls it. And a nonpayment notice has to specify "the amount of rent and any late fees owed to remedy the breach." § 35-9A-421(b). A landlord who demands the wrong number, or who conditions your staying on paying charges that are neither rent nor late fees, may have handed you a defective notice. The reconciliation worksheet in Appendix A is built for lining the two sets of numbers up side by side.

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Document every payment

Never hand over cash without a signed, dated receipt showing the address and the period the payment covers. Save portal confirmations. Photograph money orders front and back and keep the stub. If your landlord refuses a payment, write down the date, the time, the place, who said no, and what was said, then send a message that same day saying you tried to pay and still have the money. A refused tender is a defense with its own box on the court's answer form, but only for the tenant who can prove it happened.

Fix what can be fixed

For lease violations other than nonpayment, the Act gives you a right to cure. A landlord's notice must specify the acts or omissions that constitute the breach and give at least seven business days; if you "adequately remed[y] the breach before the date specified in the notice," the lease does not terminate. § 35-9A-421(a). That right has limits you must know. You cannot cure the same kind of breach more than twice in any twelve-month period without the landlord's written consent, § 35-9A-421(d), a second breach involving substantially the same acts within six months of a cured first breach is treated as noncurable, and some conduct, including illegal drug activity, illegal firearm use, and assault on the premises, gives no right to cure at all. Intentional misrepresentation on an application cannot be cured. If you fix a violation, photograph the result, and send the landlord a dated message saying that the problem has been corrected and inviting an inspection.

Seek rental assistance the right way

Rental assistance programs come and go, and their rules change with their funding. Dialing 211 will connect you with the assistance programs currently operating in your county, and local community action agencies, churches, and utility companies sometimes have funds. Apply immediately, keep proof of the application, and tell the landlord in writing that you have applied and where. The court's answer form, PS-01, has a line for the name of an assistance program, and some landlords will wait for a program that pays directly. No program can be counted on to pay in time to stop a filing, so keep working on the other options in this chapter at the same time.

Negotiating a payment plan or an agreed move-out

A landlord is never required to accept a payment plan or an agreed departure date, and a tenant is never required to offer one. Many do, because a plan that actually gets paid costs the landlord less than a court case and a vacancy. If you propose a plan, propose one you can keep; a broken plan is worse than none, because it gives the

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landlord a new reason to distrust you and sometimes a new written admission of what you owe.

Whatever you agree to, put it in writing and make sure it answers the questions in the table below. Appendix B contains a sample proposed payment arrangement. The word "withdrawn" matters: unless the agreement says the termination notice is withdrawn and the tenancy continues, a landlord may argue that the lease is still terminated and that your payments are simply reducing the debt.

Term to settle in writing	Why
Exact payment amounts and dates	Vague plans ("catch up as soon as I can") give the landlord nothing to rely on and you nothing to enforce.
How late fees and other charges are treated	Say whether fees are waived, included in the plan, or still accruing.
Whether the termination notice is withdrawn and the tenancy continues	This is the point of the plan. Without it, you may be paying while still terminated.
If a case has been filed, whether and when it will be dismissed	A dismissal ends the case. A case that is merely "on hold" can be revived the day a payment is late.
What happens if a payment is missed	Some plans provide that a missed payment allows the landlord to proceed at once. Know what you are signing.
For a move-out agreement: the date, the condition of the unit, the deposit, and any waiver of rent or fees	Make the landlord's promises as specific as yours.

Full payment, partial payment, refused payment, and waiver

If you pay everything the nonpayment notice demands before the termination date in the notice, the lease does not terminate. § 35-9A-421(b). Pay in a way you can prove, and get a receipt or confirmation that states what period the payment covers.

Partial payments are more complicated. The Act says that a landlord's "[a]cceptance of rent with knowledge of a default by the tenant" waives the right to terminate the lease for that breach, "unless otherwise agreed after the breach has occurred." § 35-9A-424. That sentence cuts both ways. A landlord who takes a partial payment without any reservation may have waived the termination, and the court's answer form has a box for exactly that situation. But a landlord who accepts a payment under a written agreement that says the termination stands, or who returns the payment, has not waived anything, and many leases contain clauses stating that partial payments are accepted only toward the balance. Do not assume that a landlord who took some money has given up the eviction. Do assume that a written reservation of rights from the landlord means what it says, and read it carefully before you pay.

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If a landlord refuses a full payment made before the termination date, document it as described above and keep the money available; a court will want to know that you can still pay. If a landlord refuses payment after the termination date has passed, the landlord is usually within its rights, and the question becomes whether you can negotiate.

Things tenants do that make it worse

Three things tenants tell me all the time are simply wrong in Alabama. Withholding rent to force repairs is not allowed: "The tenant may not withhold payment of rent to the landlord, while in possession, to enforce any of the tenant's rights under this chapter." § 35-9A-164. Repairing the problem yourself and deducting the cost is not a remedy the Act provides. Using the security deposit as the last month's rent is not permitted either; the deposit is the landlord's security, applied under § 35-9A-201 after the tenancy ends, and skipping the last month's rent is simply a nonpayment. Each of these gives the landlord a nonpayment case that is easy to prove and puts you in default when you might otherwise have had a strong position.

You do have remedies against a landlord who will not maintain the home. Each one comes with prerequisites, and each one carries a risk if you use it wrong. Here they are in short form; Chapter 6 takes them apart in detail.

Remedy	What it requires	Risk
Terminate the lease for the landlord's material breach, § 35-9A-401(a)	Written notice specifying the acts and omissions, stating the lease will end on a date at least 14 days after receipt if not fixed. If the landlord fixes it in time, the lease continues. Not available if you or your guests caused the condition.	If you terminate and move, you must actually move by the date. If a court later finds the breach was not material, you may owe rent for the rest of the term.
Sue for actual damages and attorney's fees, § 35-9A-401(b), while staying and paying rent	Written notice of the problem, proof of the condition, proof of what it cost you or how it reduced the value of what you paid for.	Rent must keep being paid. Damages must be proven with evidence, not estimated.
Essential services (heat, water, hot water, electricity, gas), § 35-9A-404	Written notice of the breach; landlord willfully or negligently fails to promptly restore. You may give a termination notice of at least 14 days and leave, or recover damages measured by the loss in rental value.	Choosing § 35-9A-404 for a breach means you cannot also use § 35-9A-401 for the same breach. § 35-9A-404(c).
Lockout or willful shutoff of services, § 35-9A-407	Landlord unlawfully removes or excludes you, or willfully interrupts essential services. You may recover possession or terminate, and recover up to three months' rent or actual damages, whichever is greater, plus attorney's fees.	"Willful" must be proven. Recovering possession means going to court, not breaking in.

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CHAPTER 3

Reading and challenging the landlord's notice

Almost every Alabama eviction starts with a written notice, and a surprising number of cases are decided by that one piece of paper before anyone reaches a courtroom. The Act imposes different requirements depending on why the landlord is terminating, so the first thing to do is figure out which reason your notice states. Then measure it against the row that applies.

Reason stated	Minimum period	Required contents	Can you cure?
Unpaid rent, § 35-9A-421(b)	Termination date not less than seven business days after receipt	Written; states the amount of rent and any late fees owed to remedy the breach; states that the lease terminates on the date given	Yes. Paying the amount specified before the stated date keeps the lease alive.
Other material noncompliance with the lease, or a health and safety violation of your duties under § 35-9A-301, § 35-9A-421(a)	Termination date not less than seven business days after receipt	Written; specifies the acts and omissions constituting the breach; states the termination date	Yes, if the breach is remediable and you adequately remedy it before the stated date. Limited to two cures in 12 months. § 35-9A-421(d).
Intentional misrepresentation of a material fact on the application or lease, § 35-9A-421(a)	Seven business days	Same as above	No.
Noncurable conduct: illegal drugs, illegal firearm use or discharge, criminal assault on the premises, or a repeat of a cured breach within six months, § 35-9A-421(d)	Seven days	Written notice of termination	No, unless the landlord consents.
Month-to-month tenancy ending without cause, § 35-9A-441(b)	At least 30 days before the periodic rental date specified in the notice	Written; the date must line up with a rental date	Not applicable. Nothing to cure; the tenancy simply ends.
Week-to-week tenancy, § 35-9A-441(a)	At least seven days before the termination date	Written	Not applicable.

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Reason stated	Minimum period	Required contents	Can you cure?
Fixed-term lease that has expired	None required by the Act for expiration itself	Check the lease for a notice clause or automatic renewal	Staying without consent after the term is a holdover. § 35-9A-441(c). If the landlord keeps accepting rent, the tenancy becomes month-to-month. § 35-9A-161(d).

What to examine in the notice

Sit down with the notice and the worksheet in Appendix A and answer each of these in writing. The stated reason: does it match what actually happened, and does it match the paragraph of the lease the landlord cites? The amount claimed: does it match the ledger, and does it include only rent and late fees, or does it demand attorney's fees, utilities, damage charges, or deposits as a condition of staying? The delivery method and date: was it handed to you, left with someone, mailed, emailed, or posted, and when did you actually see it? The cure opportunity: does the notice tell you what would fix the problem and by when? The termination date: is it at least seven business days after the day you received the notice, or 30 days before a rental date for a month-to-month tenancy? The filing date on any court papers: was the case filed before the termination date in the notice had passed?

Be careful with the date you received it. The Act's usual three-day mailing presumption expressly does not apply to a notice that terminates a tenancy or evicts a tenant. § 35-9A-144(e). The seven business days run from receipt, and receipt is a fact, decided on evidence about how and when the paper actually reached you. Write down the truth of it now, precisely, because you may end up testifying to it.

Counting the days

Section 35-9A-421 counts in business days. The Act everywhere else defines "day" to mean a calendar day. § 35-9A-141(3). Those two counts are easy to mix up and expensive to mix up: do not carry business days into the court deadlines in Chapter 4, and do not carry calendar days into the notice period. The Act never defines "business day." I use the ordinary meaning, a weekday that is not a legal holiday. The two examples below are worked out side by side. Example A really belongs to Chapter 4, but seeing both counts on the same calendar is the fastest way to keep them straight.

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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.

Both examples have limits. They assume the notice was actually received on the day shown, that the court and the landlord count the same way, and that no lease term, federal program rule, or court order changes the period. A landlord may give more time than the minimum, and a notice that gives more time is not defective for that reason. If your count and the landlord's count differ by a day, act on the earlier date and raise the dispute later.

Defects, and what they actually get you

A defective notice is not a magic word, and I want to set expectations honestly. What a defect gets you depends on what the defect is. Some mean the tenancy never terminated at all, which leaves the landlord with no present right to possession and the case subject to dismissal, though the landlord can usually serve a proper notice and start over. Others touch only the money. A few things tenants think are defects are not defects at all. Here are the ones I see most often.

Possible defect	Likely consequence
No written notice at all before filing	The Act requires a written notice to terminate. Without one the tenant's right to possession was never terminated and the landlord has no eviction claim yet. Expect the landlord to serve a notice and refile.
Termination date fewer than seven business days after receipt (or fewer than 30 days before a rental date for a month-to-month tenancy)	The notice may be ineffective, which supports dismissal. Some courts treat a short notice as effective on the first lawful date if the case was filed after that date anyway; the argument is strongest when the case was filed before a lawful date could have arrived.
Case filed before the termination date in the notice had passed	Premature filing. The tenancy had not terminated when the case was filed. This is one of the cleanest defenses and is worth checking on every case: compare the filing date stamped on Form C-59 with the date in the notice.

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Possible defect	Likely consequence
Nonpayment notice states the wrong amount, or demands more than rent and late fees	Raises a real argument that the notice did not comply with § 35-9A-421(b). Courts differ on whether a small overstatement matters. A demand that conditions staying on paying attorney's fees or damage charges is the stronger argument.
Notice does not specify the acts and omissions, for a lease-violation notice	A notice that says only "lease violation" gives you nothing to cure. Strong argument that the notice did not comply with § 35-9A-421(a).
Notice came from a management company, not the owner	Usually not a defect. A manager is a landlord under § 35-9A-141(7).
Landlord accepted rent after giving the notice	Possible waiver of the termination under § 35-9A-424, unless the acceptance was under a written agreement or reservation. See Chapter 2.
You never actually received the notice	A notice not received did not start the period. Be prepared to explain where you were and why the landlord's usual delivery method would not have reached you.
Notice was signed by the wrong person, or names the wrong tenant	Depends. A notice naming only one of two co-tenants may be effective only as to that tenant. A notice signed by an agent is fine if the agent had authority.

Raising the defect in your answer is necessary, but it is not enough by itself. Bring the notice, the envelope, the ledger, and your own testimony about the day it arrived. And understand what a win on this ground buys you. It ends this case, not the underlying dispute. If you still owe rent, spend the time a dismissal gives you paying it down, negotiating, or planning a move on your own schedule.

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CHAPTER 4

Service of court papers and filing an answer

The single most important deadline in this manual

In an eviction or unlawful-detainer action in district court, "a defendant shall serve an answer within seven (7) calendar days after service of the summons and complaint." Ala. R. Civ. P. 12(dc). The clerk must have your answer by the seventh day. If you do nothing, the landlord can obtain a judgment without a hearing on the merits.

Reading the summons and Statement of Claim

The Statement of Claim is almost always Form C-59, revised June 2025. Its front page identifies the court and county, the case number, the plaintiff and the plaintiff's attorney, and you. Paragraph 1 describes the property and demands possession. Paragraph 2 gives the reason your right to possession supposedly ended. Paragraph 3 asserts that your right was terminated by written notice. Paragraph 4 states a dollar amount, if any, being claimed. Paragraph 5 claims future rent and charges through the date the landlord regains possession. Below that is the notice that the complaint must be answered within seven days after the papers were served or posted, and that a copy of the answer must be sent to the plaintiff or the plaintiff's attorney.

The back page is the summons and the return of service, where the person who served you records how it was done. Read it. If it says you were served personally on a date when you were not home, or says the papers were left with an adult resident when no adult was home, or shows a mailing date more than one business day after the posting date, you have found something worth raising.

Get the whole court file. The clerk's office will let you view it and will print copies for a per-page fee, and the state court system offers online access to case records. Look for the return of service, any attachments the landlord filed, any motion for default, and any order setting a hearing. Write down every date you find.

How service can lawfully be made

Method	Requirements	Comments
Personal service	Papers delivered to you by a sheriff, constable, or process server, or to a person of suitable age and discretion living at your home. Ala. R. Civ. P. 4(c)(1); § 35-9A-461(c).	Supports both possession and money claims. Note the date on the return.

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Method	Requirements	Comments
Delivery to a person sui juris residing on the premises	If personal service fails, the papers may be left with any adult who actually lives there. § 35-9A-461(c).	Leaving papers with a child, a visitor, or a neighbor does not satisfy this method.
Posting and mailing	If, after reasonable effort, no resident is found, the papers may be posted on the door, and on the same day or by the close of the next business day a copy must be mailed first class to the premises (or to your last known address if the premises has no mailing address), with an entry on the return. Service "shall be complete as of the date of mailing the notice." § 35-9A-461(c).	The Supreme Court of Alabama has held that, absent extraordinary circumstances, a single attempt at personal service by knocking on the door was a reasonable effort. Ex parte Trinity Property Consultants, LLC, No. 1180642 (Ala. Aug. 30, 2019). A missing or late mailing is a genuine defect.
Certified mail	The clerk mails the papers at the plaintiff's request; service is complete on delivery as shown by the return receipt. Ala. R. Civ. P. 4(i)(2).	Check who signed for the envelope and when.
Email, text message, or a phone call alone	Not a method of service of a summons and complaint.	These may be evidence of notice, but they do not start the seven days.

Two beliefs get tenants defaulted. One is that papers taped to a door do not count. They count when the statute is followed, and the tenant who ignores them because nobody handed them over usually ends up with a default judgment that is very hard to undo. The other is that a case goes away if you never actually saw the papers. It does not. If service was made properly, the case moves whether or not you read anything. When service really was defective, the answer is to say so on time and in writing, not to stay quiet and hope.

Service also affects what kind of judgment can be entered. Alabama courts have long treated an unlawful-detainer action as a proceeding about the land itself, in which recovery of rent is incidental to possession. In *Morrow v. Pake*, No. 2170012 (Ala. Civ. App. Apr. 20, 2018), the Court of Civil Appeals described a Form C-59 action for possession and unpaid rent as invoking the district court's quasi in rem jurisdiction. Whether papers posted on a door give a court the power to enter a personal money judgment against you, as opposed to a judgment for possession, is a technical question that depends on your facts, and it is worth raising in your answer if you were served only by posting and the landlord is asking for money. It is also a reason to get advice.

Counting the seven days

Do not count the day you were served. Count every day after it, weekends and holidays included, because the rule that skips weekends in short periods is switched off in eviction cases. Ala. R. Civ. P. 6(a)(1), 6(a)(2), 6(dc); § 35-9A-141(3). If the seventh

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day falls on a Saturday, Sunday, or legal holiday, the period runs to the next day the clerk's office is open. Ala. R. Civ. P. 6(a)(3); § 35-9A-141(3). Do not plan around that rule; file before the seventh day if you possibly can. For posted papers the statute measures from the mailing date, while the court forms count from the posting date; use the posting date, because it is never later. Example A in Chapter 3 shows the count.

Filing a motion does not extend the answer deadline in district court. The optional motions that pause the answer period in circuit court are deleted in district court, Ala. R. Civ. P. 12(dc)(2), so every defense you have, including objections to service and jurisdiction, must be put in the answer itself. A tenant who serves an appearance in the form of a motion to dismiss is not treated as in default, Ala. R. Civ. P. 55(dc)(4), but a defense of insufficient service or lack of personal jurisdiction that is left out of the answer is waived. Ala. R. Civ. P. 12(h)(1). Put it in.

Form PS-01: the Answer to Landlord's Claim

The Administrative Office of Courts publishes an official answer form, PS-01, Answer to Landlord's Claim, Residential Eviction/Unlawful Detainer, revised September 2021 and available at eforms.alacourt.gov. It runs one page: caption, instructions, a deadline box, a signature block, and a certificate of service. The working part is the row of checkboxes. Check the ones that are true and leave the rest alone. Here is what each of them means.

Box	The form says	When to check it
a	The Landlord did not serve me with a proper termination of lease notice before filing this case.	You got no written notice, the notice gave too little time, the notice did not state the required contents, or the case was filed before the termination date. See Chapter 3.
b	I did everything the Landlord required me to do to avoid eviction before the legal deadline.	You paid or cured before the date in the notice. Attach proof.
c	I took the money owed to my Landlord by the deadline, but my Landlord refused to accept it.	You tendered full payment in time and it was refused. Be ready to prove the tender and that you still have the money.
d	The Landlord accepted payment from me after sending me the lease termination notice.	Waiver under § 35-9A-424. Attach the receipt or ledger entry.
e	The Summons and Statement of Claim were not given to me or any responsible person living with me.	Service defect. Also check this if the papers were posted but never mailed, or mailed late.
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.	Use with care. This admits the debt. Check it only if the amount is right and your fight is about possession.
g	I deny I owe the Landlord the amount listed in the Statement of Claim.	The ledger is wrong, the fees are not in the lease, or the landlord owes you credits.
h	I have applied for rental assistance with: _____	Fill in the program name and contact.

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The form's boxes do not cover every defense. Retaliation, discrimination, a reasonable-accommodation request, the landlord's lack of authority, and any counterclaim must be added on a separate sheet titled "Additional Defenses and Counterclaim," stapled to the form, with the case number at the top of each page. Appendix B contains a sample answer with numbered paragraphs that you can adapt, and a sample counterclaim attachment. Do not attach a list of every defense in this manual; a court can tell the difference between a defense and a form, and an answer that denies things you know to be true can cost you credibility and, if a counterclaim is frivolous, attorney's fees under § 35-9A-405(a).

Filing, serving, and proving that you did both

1. Fill out the form completely, in ink or typed. Print your name, address, phone number, and an email address you check daily; the court will send your trial notice there.
2. Sign and date the answer. If more than one tenant is named as a defendant, each should sign, or each should file a separate answer. An answer signed by one tenant may not protect the other.
3. Make two copies. Keep one. The other goes to the landlord or the landlord's attorney at the address on the Statement of Claim, by mail or hand delivery.
4. Complete the certificate of service at the bottom of the form, stating the date and the address to which you sent the copy, and sign it. This is your proof that the landlord was served with the answer.
5. Deliver or mail the original to the clerk of the court named on the Statement of Claim. If you mail it, the clerk must receive it by the deadline; mailing on the seventh day is too late. Hand delivery is safer. Ask the clerk whether electronic filing is available to self-represented parties in your county.
6. Ask the clerk to stamp your copy with the filing date, or to give you a receipt. Keep that stamped copy with the rest of your papers. A counterclaim may carry a filing fee; if you cannot pay it, ask the clerk about the Affidavit of Substantial Hardship, Form C-10, which lets the court waive or defer costs.
7. Watch for the trial notice by mail and email. If you have not received one within about two weeks, call the clerk with your case number.

Filing with the clerk and serving the landlord are two separate acts and you have to do both. A letter to your landlord explaining your side of things is not an answer. An answer sitting in the court file that the landlord never received invites a motion to strike

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or an argument that nobody knew what your defenses were. Do both, and keep proof of both.

Once your answer is on file, the case will be set for trial, usually within a few weeks. Use that time on Chapters 5 through 8. If the landlord files a motion for default before your answer is filed, file the answer anyway and bring the stamped copy to court; a default entered after an answer was filed is normally set aside on request.

CHAPTER 5

Potential defenses to eviction

Draw a line in your mind between a defense and a negotiating point. A defense is a legal reason the court should refuse the landlord what it is asking for. A negotiating point is a fact that makes a landlord more willing to deal but does not defeat the claim. Six years of on-time rent, children in the home, a lost job, an assistance application in the pipeline: those are negotiating points. Tell your landlord about them, and mention them to the judge when you ask for time to move. They will not win a nonpayment case, and an answer built on them alone loses. What follows are the legal reasons, with the facts behind each one, the proof that tends to establish it, how it gets raised, and where it runs out.

Defense	What it means and what supports it	Useful evidence	How to raise it, and limits
Payment	You paid the rent the landlord says you did not pay, or paid before the termination date.	Receipts, bank records, portal confirmations, the landlord's ledger.	PS-01 box b or g. Does not help if payment came after the termination date and was refused.
Inaccurate ledger	The amount claimed includes fees not in the lease, misapplied payments, or charges you never agreed to.	Lease, ledger, your reconciliation worksheet, prior statements.	Box g. Usually reduces the money judgment; defeats possession only if the nonpayment notice demanded a materially wrong amount.
Timely cure	You corrected the lease violation before the date in the notice.	Photos, receipts, messages to the landlord, witnesses.	Box b. Not available for noncurable conduct or a third cure in 12 months. § 35-9A-421(d).
Refused tender	You offered full payment in time and the landlord would not take it.	Dated messages, witness, proof you had the funds.	Box c. The tender must have been full and before the deadline.
Waiver by acceptance of rent	The landlord accepted rent after the notice with knowledge of the default and without a reservation of rights.	Receipt, ledger entry, any written reservation.	Box d; § 35-9A-424. Defeated by a written agreement after the breach.
Defective notice	No written notice, too little time, missing required contents, or wrong amount.	The notice, envelope, your record of receipt.	Box a. Landlord can usually re-notice and refile. See Chapter 3.
Premature filing	The case was filed before the termination date in the notice passed.	Form C-59 filing stamp; the notice.	Box a. Strong when the dates prove it.
Improper termination	The conduct alleged was not a material noncompliance, or a month-to-month notice did not line up with a rental date.	Lease, the notice, communications.	Box a and a written explanation. Judgment calls belong to the court.

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Defense	What it means and what supports it	Useful evidence	How to raise it, and limits
Service defects	Papers were not delivered, posted, or mailed as the statute requires.	The return of service; your account of where you were; the envelope and postmark.	Box e. Must be raised in the answer or it is waived. Ala. R. Civ. P. 12(h)(1). Proper service later cures the problem for the future.
Retaliation	The landlord is evicting you because you complained to a code agency, complained to the landlord about a § 35-9A-204 violation, or joined a tenants' organization.	Your complaint, its date, code inspection reports, timing of the notice.	Written defense, § 35-9A-501(b). Not available if you are in default in rent, or the code violation was primarily your fault, or there are other material lease violations. § 35-9A-501(c).
Discrimination	The eviction is because of race, color, religion, sex, national origin, familial status, or disability.	Comparisons with other tenants, statements, timing.	Written defense under the federal Fair Housing Act, 42 U.S.C. § 3604, and the Alabama Fair Housing Law, Ala. Code § 24-8-1 and following. Requires proof of motive or effect. See Chapter 11.
Reasonable accommodation	You have a disability and requested a change in a rule, policy, or practice that would have avoided the violation, and the landlord refused.	Your request, medical verification if requested, the landlord's response.	Written defense; 42 U.S.C. § 3604(f)(3)(B). Make the request in writing, and make it now if you have not; a late request can still matter.
Plaintiff's lack of entitlement or authority	The plaintiff is not the owner, lessor, or manager, or the entity plaintiff is acting through a non-lawyer.	Deed records, the lease, disclosure under § 35-9A-202, the signature on the complaint.	Written defense. See the discussion below; this defense is narrower than tenants often hope.
Lease not terminated because the term continued	The landlord accepted rent after the lease expired, creating a month-to-month tenancy that required 30 days' notice.	Rent receipts after the term ended.	Written defense; § 35-9A-161(d), § 35-9A-441(b).

Who has the right to sue you

I hear regularly that only the person on the deed can file an eviction. That is not the law. The Act's definition of "landlord" includes the owner, the lessor, the sublessor, and a manager of the premises, § 35-9A-141(7), so a management company that signed the lease or collected the rent generally can sue in its own name, and a new owner who bought the building steps into the old owner's position. The Act also requires the landlord to disclose in writing the name and address of the manager and of an owner or an owner's agent for service and notices, § 35-9A-202, and a landlord who fails to do so makes the manager its agent for those purposes. What you can check is whether the plaintiff named on the complaint is any of those things. A plaintiff who is a

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stranger to your lease, or a former owner who has sold the building, may not be entitled to possession.

A different question is who may sign and prosecute the case. An individual may represent himself or herself. A corporation or limited liability company generally may appear in a district or circuit court only through a licensed attorney; the statutory exception that lets a corporation appear through an officer or employee applies only on the small claims docket, Ala. Code § 12-12-31(b), and eviction cases are not small claims cases. Alabama courts have treated pleadings filed for a corporation by a non-lawyer as ineffective. If the plaintiff is an LLC or corporation and the complaint was signed by a property manager or employee rather than an attorney, that is worth raising in your answer, though courts sometimes allow the plaintiff to cure the problem by having an attorney appear. The rule is about who may practice law, and it does not turn a manager into a stranger; a manager who is an individual and who qualifies as a landlord under § 35-9A-141(7) may be able to file in his or her own name.

Money and possession are decided separately

Winning on the money does not keep you in the home. If the lease was validly terminated for nonpayment, a judge can hand the landlord possession while finding the ledger overstated and awarding less than was asked, or nothing at all. It runs the other way too. A dismissal for a defective notice leaves whatever rent you owe still owed, and the landlord can chase it in a new case or take it out of your deposit. Know which of the two questions each of your defenses answers, and be honest with yourself about the other one.

CHAPTER 6

Counterclaims and claims against your landlord

This is the chapter I would most like you to read twice, because it is where tenants leave the most money on the table. An eviction case is built around the landlord's claims against you. A counterclaim is your claim against the landlord, filed in the same case. Plenty of tenants have one and never file it. Plenty more are told, correctly, that they have no defense to nonpayment, and never learn that they are sitting on a counterclaim worth more than the rent in dispute.

Claims about the condition of the home are often the most valuable part of a tenant's case

If the landlord failed to keep the home habitable, failed to make repairs after written notice, let heat, water, or electricity go out, or entered without a right to, the Act gives you claims for actual damages, and in some situations statutory amounts and attorney's fees. Those claims are also the strongest leverage a tenant has in negotiating a payment plan, a move-out date, a waiver of the balance, or a dismissal.

Programs that provide free eviction defense generally focus on the landlord's claim and, as a rule, do not bring affirmative lawsuits or counterclaims for uninhabitable conditions. If you have been told that your eviction can be defended but your repair complaints cannot be pursued, that is what is being described. Do not let those claims go unraised because of it. Raise them in your answer if you can, and email attorney Neil Fulsang at neil@apexlawal.com about them, before the answer deadline if at all possible.

Denial, affirmative defense, counterclaim, setoff, or separate lawsuit

Term	What it is	Example
Denial	A statement that a fact the landlord alleges is not true.	"I deny that I owe \$2,400. I paid August rent on August 3."
Affirmative defense	A legal reason the landlord should not win even if its facts are true. You must plead it and prove it.	"The landlord accepted rent on September 4 after serving the termination notice."
Counterclaim	Your own claim for relief against the landlord, filed in the landlord's case. It can seek more than the landlord seeks. Ala. R. Civ. P. 13(c).	"The landlord failed to repair the heat after written notice. I am entitled to damages of \$1,850."

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Term	What it is	Example
Setoff (recoupment)	Using what the landlord owes you to reduce what you owe the landlord, rather than to get a judgment in your favor.	"Any rent found due should be reduced by the \$900 the landlord owes me for the two weeks the unit had no water."
Separate lawsuit	A new case you file, in district court, small claims court, or circuit court, on your own claims.	A deposit claim filed six months after you moved out.

Claims the Act and Alabama law may give you

Below are the claims that come up most often, with what each one requires, what tends to prove it, and what it is worth. One warning before you read it: a claim that has not yet accrued cannot be brought, because the facts that complete it have not all happened. The security deposit claim is the clearest example. It does not exist until sixty days have run after the tenancy ended and you handed back possession.

Claim	Basis and elements	Evidence	Relief and limits
Breach of the lease or failure to maintain, § 35-9A-401(b), § 35-9A-204	Landlord materially failed to comply with the lease, or failed to keep the premises habitable, comply with housing codes affecting health and safety, keep common areas clean and safe, keep electrical, plumbing, heating, air-conditioning, and appliances it supplied in good working order, provide garbage receptacles, or supply running water, hot water, and reasonable heat. You gave notice. You were damaged. Not available if you or your guests caused the condition. § 35-9A-204(f).	Written repair requests with dates; photos and video with dates; code inspection reports; receipts for what you spent; a log of days without the service; medical records if health was affected; witnesses.	Actual damages, reasonable attorney's fees, and injunctive relief. Actual damages must be proven; the usual measure is the difference between the rent you paid and the fair rental value of the unit in its actual condition, plus out-of-pocket losses caused by the breach.
Essential services, § 35-9A-404	Contrary to the lease or § 35-9A-204, after receiving your notice of the breach, the landlord willfully or negligently failed to promptly make available heat, running water, hot water, electricity, gas, or another essential service.	Your written notice; utility records; photos of dead outlets or empty taps; messages showing the landlord knew.	Terminate on at least 14 days' notice and leave without further obligation, or recover damages based on the diminution in fair rental value. Cannot combine with § 35-9A-401 for the same breach. § 35-9A-404(c).
Unlawful ouster, lockout, or willful shutoff, § 35-9A-407	Landlord unlawfully removed or excluded you from the premises, or willfully diminished services by interrupting an essential service.	Photos of changed locks; police report; messages; utility disconnection notices; witnesses; hotel and food receipts.	Recover possession or terminate, and in either case recover up to three months' periodic rent or actual damages, whichever is greater, plus reasonable attorney's fees. The three-months figure is

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Claim	Basis and elements	Evidence	Relief and limits
			a ceiling, not an entitlement; the court sets the amount.
Improper entry or abuse of access, § 35-9A-303, § 35-9A-442(b)	Landlord entered without consent, without an emergency, without two days' notice where notice is required, or made excessive demands for entry that harassed you.	Doorbell camera footage; logs of entries; messages; witnesses.	Injunctive relief or termination under § 35-9A-401, and actual damages. Note that a repair request is deemed consent to enter to make the repair. § 35-9A-303(e).
Retaliation, § 35-9A-501	Landlord raised rent, decreased services, or brought or threatened an eviction because you complained to a code agency, complained to the landlord of a § 35-9A-204 violation, or joined a tenants' organization.	Your complaint and its date; the timing of the landlord's action; any statement of motive.	The remedies of § 35-9A-407 and a defense to the eviction. Landlord may still evict if you are in default in rent, the violation was primarily your fault, compliance requires work that makes the unit unusable, or there are other material lease violations. § 35-9A-501(c).
Failure to deliver possession, § 35-9A-402	Landlord did not deliver the unit at the start of the term.	Lease; messages; receipts for temporary housing and moving costs.	Rent abates until delivery. You may terminate and recover prepaid rent and deposit, or demand performance and recover actual damages. If the failure was willful and not in good faith, up to three months' rent or actual damages, whichever is greater, plus fees. § 35-9A-402(b).
Prohibited lease provision, § 35-9A-163	Lease contains a clause waiving your rights under §§ 35-9A-204, -401, or -404 or the deposit rules, a confession of judgment, an agreement to pay the landlord's attorney's fees or collection costs, or an exculpation of the landlord's liability, and the landlord knew it was prohibited and tried to enforce it.	The lease; the demand or filing that invoked the clause.	Actual damages plus up to one month's periodic rent and reasonable attorney's fees. § 35-9A-163(b). The clause itself is unenforceable regardless.
Security deposit, § 35-9A-201	After the tenancy ended and you delivered possession, the landlord failed to mail a refund or itemized accounting within 60 days, or withheld amounts not allowed.	Move-out photos; the written forwarding address you gave; the envelope and date of anything received; the itemization.	The deposit wrongly withheld, and if nothing was mailed within 60 days, double the original deposit. § 35-9A-201(f). Accrues only after the 60 days run. See Chapter 10.
Loss of or damage to your belongings	Depends on the facts. The Act creates no tort duties, § 35-9A-102(c), and a landlord has no duty to store property left more than 14	Inventory with photos; receipts; police report.	Actual value proven. Requires individual evaluation.

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Claim	Basis and elements	Evidence	Relief and limits
	days after termination, § 35-9A-423(d). Property taken during an unlawful lockout, or destroyed by a landlord's negligence outside the Act, may support a separate claim.		
Mental anguish, punitive damages	Not provided by the Act. Alabama contract law has allowed mental-anguish damages for breach of some contracts concerning a home, and Alabama tort law allows punitive damages only on clear and convincing proof of oppression, fraud, wantonness, or malice.	The whole file.	These require an attorney's evaluation. Do not plead them without one.

Ala. Code § 35-9A-405: the rule that governs counterclaims while you are in possession

This one section changes what a counterclaim means for a tenant who is still living in the unit, so read it slowly. It provides:

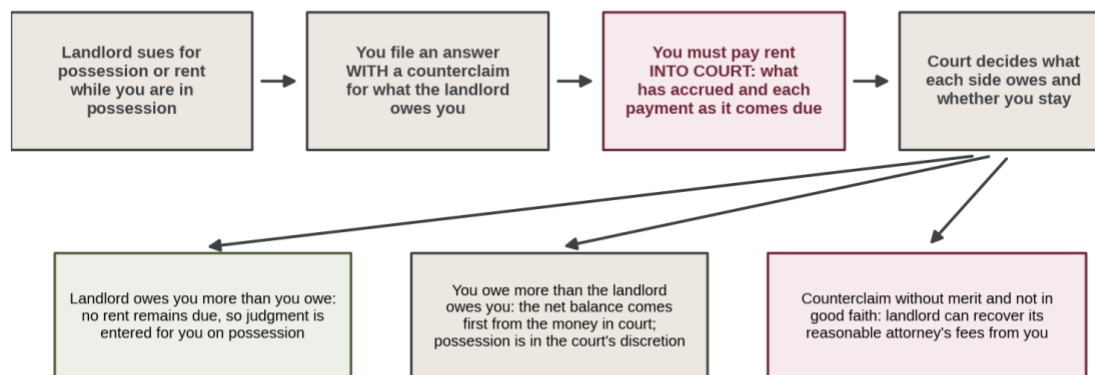
"In an action for possession or in an action for rent when the tenant is in possession, the tenant may counterclaim for any amount the tenant may recover under the rental agreement or this chapter. It is in the court's discretion whether the tenant is to remain in possession. The tenant shall pay into court rent accrued and thereafter accruing as it comes due. The court shall determine the amount due to each party. The party to whom a net amount is owed shall be paid first from the money paid into court, and the balance by the other party. If no rent remains due after application of this section, judgment shall be entered for the tenant in the action for possession. If the defense or counterclaim by the tenant is without merit and is not raised in good faith, the landlord may recover reasonable attorney's fees." § 35-9A-405(a).

Unpack that sentence by sentence. You may counterclaim in the landlord's own case for anything the lease or the Act lets you recover. If you are still in the unit, the rent goes into court, both what has already accrued and each payment as it falls due, because the counterclaim does not excuse rent and the ban on withholding while in possession still applies. § 35-9A-164. Whether you stay in the meantime is the judge's call, not yours. At the end the court nets the two sides out, pays whoever is owed from the money on deposit, and enters judgment for you on possession if nothing is left owing in rent. Last, and this is the part to take seriously: a counterclaim that is both meritless and not brought in good faith can cost you the landlord's attorney's fees.

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If you are no longer in possession, the rules are simpler: in an action for rent, you may counterclaim in the same way and are not required to pay any rent into court. § 35-9A-405(b).

How a counterclaim works when you are still living in the unit (Ala. Code § 35-9A-405)



If you have already moved out, you may still counterclaim in a rent case and are not required to pay rent into court (§ 35-9A-405(b)). Filing a counterclaim never authorizes you to withhold rent while you stay (§ 35-9A-164).

Paying rent into court means paying it to the clerk, not to the landlord and not into your own savings account. Ask the clerk how the court handles rent deposits in eviction cases, get a receipt for every deposit, and file a short notice with the court each time. If you do not have the rent, filing a counterclaim will not let you stay, and you should treat the counterclaim as a tool for reducing or offsetting the money judgment and for negotiating rather than as a way to keep the home.

Must you file your claims now, or can you save them?

Alabama follows the usual rule that a claim arising out of the same transaction or occurrence as the plaintiff's claim is compulsory, meaning it is lost if you do not raise it. Ala. R. Civ. P. 13(a). Landlords have argued that any claim about the tenancy must therefore be filed in the eviction case or never. In *Morrow v. Pake*, No. 2170012 (Ala. Civ. App. Apr. 20, 2018), the Court of Civil Appeals rejected that argument on the facts before it. The tenant had filed a form answer with no counterclaim; the landlord dismissed the eviction after she moved; she then sued for damages under the Act. The court held that because the landlord had invoked only the district court's quasi in rem jurisdiction over the property, the exception in Rule 13(a)(2) for claims brought by "process by which the court did not acquire jurisdiction to render a personal judgment" applied, so her claims were not compulsory, and because no issue had been decided against her, they were not barred by res judicata.

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That holding is narrower than either extreme. It does not mean claims can always be saved. Rule 13(a)(2)'s exception applies only if you are "not stating any counterclaim," so the moment you file one counterclaim, every related claim you have becomes compulsory. It applies only when the court did not acquire personal jurisdiction over you, which depends on how you were served and what was claimed, and a landlord who serves you personally and obtains a personal money judgment is in a different position. It offers no protection against collateral estoppel: if the court decides an issue against you in the eviction case, for example that the unit was habitable or that you owed the rent claimed, you may not be able to relitigate that issue later even if the claim itself was not compulsory. Two other rules cut the other way. A claim beyond the district court's \$20,000 jurisdiction need not be asserted there, Ala. R. Civ. P. 13(dc), and in a case appealed to circuit court for a new trial, a compulsory counterclaim must be added by amendment within 30 days after the appeal is perfected. Ala. R. Civ. P. 13(j).

So here is my practical advice. If you have a claim, the safe course is to raise it now, in the answer, with rent paid into court if you are staying. Holding a claim back can be the right move, but it is a judgment call that belongs to a lawyer who has looked at how you were served, what relief the landlord asked for, and how much your claim is worth. Do not make that call by forgetting to file.

Damages: what you can actually recover

The Act's remedies are written in specific language, and the specifics decide what you collect. "Actual damages" means a dollar figure proved with evidence: receipts, the gap between the rent you paid and what the unit was worth in its condition, replacement costs, a day of wages lost to a repair visit. "Not more than three months' periodic rent or the actual damages sustained, whichever is greater" means the three months is a ceiling, the judge picks the number, and you take the larger of the two figures, never both. "Shall pay the tenant double the amount of the tenant's original deposit" follows automatically from a missed deadline, but you still have to prove the deposit amount, the date the tenancy ended, the date you gave back possession, and that nothing came in the mail for sixty days.

Attorney's fees are available only where a statute or the lease provides for them, and then only in a reasonable amount set by the court; the sections that provide them are §§ 35-9A-163(b), 35-9A-401(b), 35-9A-402(b), 35-9A-407, and, through § 35-9A-407, § 35-9A-501. A self-represented tenant has no attorney's fees to recover. The Act does not create tort claims, § 35-9A-102(c), so it does not provide punitive damages or damages for emotional distress; those may exist under other Alabama law in some situations, but they require a lawyer's evaluation and should not be pleaded on a guess. Finally, you cannot recover twice for the same loss. If you recover the diminished rental

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value of a unit without heat under § 35-9A-404, you cannot also recover the same diminished value as "actual damages" under § 35-9A-401, § 35-9A-404(c), and a court will not award both a statutory three-months figure and actual damages for the same lockout.

Use the damages worksheet in Appendix A to separate the categories: documented out-of-pocket expenses, disputed or estimated losses, statutory remedies, and items that need an attorney's evaluation. Bring the worksheet and the receipts behind it to court.

CHAPTER 7

Building your evidence and preparing for court

District court eviction hearings are short, and the docket behind you is long. A judge may work through twenty cases before lunch. The tenant who wins is almost always the one who can hand up a dated document answering the question the judge just asked, without flipping through a grocery bag of paper to find it. This chapter is about getting yourself to that point.

Organizing what you have

Category	What to gather	How to organize it
The tenancy	Lease and every addendum, rules, move-in inspection form, disclosure of owner and manager	One folder, in date order, with a cover sheet listing what is in it.
Money	Ledger from the landlord, your reconciliation worksheet, bank statements, money order stubs, portal confirmations, receipts	Highlight each payment on the bank statement and match it to the ledger line.
Notices and court papers	Every notice, every envelope, Form C-59 front and back, your stamped answer, any orders	Photograph posted notices on the door before removing them. Keep envelopes with postmarks.
Conditions and repairs	Repair requests with dates, photos and videos, code inspection reports, contractor estimates, medical records if health was affected	Number each photo and write the date, time, location, and what it shows on the exhibit index. Keep the original files with their metadata.
Communications	Texts, emails, portal messages, voicemails, letters	Export or screenshot in full, showing the other party's number or address and the date. Do not crop.
Witnesses	Anyone who saw the condition, the payment, the lockout, or the conversation	Name, phone number, what they can say from their own knowledge.

Keep originals. Leave the photos on the phone that took them and back the phone up, because a printed photo is easier to attack than a file that carries its own date. Keep original receipts. If you write a date on a document, write it where it does not cover anything. Precision about dates is the currency of an eviction hearing. A tenant who says "around the first" loses to a landlord who says "the third, at 10:14 in the

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morning." Appendix A has a chronology template, an exhibit index, and a hearing preparation sheet for exactly this.

Witnesses, subpoenas, authentication, and hearsay in plain terms

A witness is someone who saw or heard something with their own senses. A witness who is willing to come should simply come, with you, on the trial date. A witness who will not come voluntarily, or who needs an order to leave work, can be commanded to appear by a subpoena issued by the clerk at your request. Ala. R. Civ. P. 45. Ask the clerk what the process and any witness fee are, and allow enough time for the subpoena to be served before the hearing. Documents in someone else's hands, such as a code enforcement file, can be subpoenaed the same way.

Authentication means showing the court that a document or photo is what you say it is. For a photo, that is usually your own testimony: I took this on this date, and it accurately shows the bathroom ceiling as it was that day. For a text message, it is your testimony about whose number it is and that the screenshot is complete and unaltered. Having a document in your hand is not the same as having it admitted; the judge decides whether it comes in, and the way to make that easy is to be able to say who made it, when, and how you know.

Hearsay is a statement made outside the courtroom that is offered to prove that what it says is true. A neighbor's note saying the heat was off for a week is hearsay if the neighbor is not there to testify. Two exceptions matter to tenants. A statement by the landlord or the landlord's manager is not hearsay when you offer it against the landlord, so the landlord's own text saying "we know about the leak and will get to it next month" is admissible. And records kept in the ordinary course of business, such as the landlord's ledger or a utility company's disconnection record, can often come in as business records. When in doubt, bring the person rather than the paper.

What to say, and what not to say

A judge working an eviction docket wants to know three things: what the landlord is asking for, what your defense is, and what you want the court to do about it. Have an opening you can deliver in under a minute. Something like this: "Your Honor, the landlord is asking for possession and \$2,300 for July and August rent. My defense is that I paid July rent on July 2, which is exhibit 1, and that the notice I received on August 4 gave me until August 8, which is not seven business days. I am asking the Court to dismiss the case, or if the Court finds I owe anything, to find that it is only August rent of \$1,150." That statement tells the judge where to look.

Prepare questions for the landlord's witness that have short factual answers. "Did you receive my email of March 3 about the water heater?" "When was the repair

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made?" "Is it your testimony that no one mailed a copy of the complaint after posting it?" Avoid speeches disguised as questions. Prepare a one-sentence request for relief for each possible outcome, including the outcome you do not want: if the court awards possession, ask for the longest time the court will give you to move and for the judgment to state the exact amount owed and how it was calculated.

Tell the truth, especially the parts that hurt. A judge who catches you shading one fact will quietly discount everything else you say. Testify to what you saw, what you paid, and what you received, not to what you assume. If you do not know, say you do not know. And when the landlord's lawyer asks whether you owe rent and you do, "Yes, but not the amount claimed, because" is far stronger than a denial the ledger is about to contradict.

Interpreters and disability accommodations

If you or a witness does not speak English well, tell the clerk as soon as you file your answer and again by phone before the hearing, and ask that a court interpreter be provided. Alabama's civil rules allow the court to appoint an interpreter, Ala. R. Civ. P. 43(f), and the Administrative Office of Courts runs a Foreign Language Interpreter Program that courts use to find qualified interpreters. Ask the clerk what written request the court needs; forms are available through the court system's e-forms site. Do not rely on a family member to interpret testimony.

If a disability affects your ability to get to the courthouse, hear, see, or participate, ask the clerk for the court's ADA coordinator and make the request in writing as early as possible, describing what you need: a sign-language interpreter, an accessible courtroom, large-print documents, a remote appearance, or extra time. Confirm the arrangement before the hearing date. Procedures vary by county, and a request made on the morning of trial may not be possible to fill.

Settlement and negotiating a workable outcome

Most eviction cases end in an agreement, and most of those agreements get made standing in a hallway on the morning of court. That hallway is a terrible place to decide for the first time what you are willing to accept. Do the thinking the night before, with the settlement checklist in Appendix A, and write down your floor: the worst terms you would still sign rather than hand the decision to a judge.

Outcomes that are commonly negotiated

Repayment over time with the tenancy continuing, sometimes called pay and stay. Continued tenancy on changed terms, such as a new rent date or a written agreement about a pet or a guest. Dismissal of the case, with or without conditions. A negotiated departure date, often longer than the court would allow, sometimes with rent waived for the final weeks in exchange for leaving the unit clean and on time. Reduced charges, waived late fees, or an agreed figure for the balance. Resolution of your counterclaim, by a credit against the balance, a cash payment, or an agreement to make repairs by a date certain. The Act encourages settlement of disputed claims, § 35-9A-106, and allows a court to refuse to enforce a settlement that was unconscionable when made. § 35-9A-143(a)(2).

Consent judgments, releases, and stipulated writs

Landlords' attorneys usually prefer a consent judgment: a court order you agree to that awards the landlord possession or money or both, with enforcement stayed as long as you keep the terms. The advantage for the landlord is speed if you default. Many consent judgments provide that if you miss a payment or a move-out date, the landlord may obtain a writ of possession on an affidavit without a hearing. Read that clause and understand that it means what it says. If you sign a consent judgment for possession with a stayed writ and then miss a date by a day, the sheriff can come.

A dismissal is different. It ends the case. A dismissal "with prejudice" means the landlord cannot refile on the same claim; a dismissal without prejudice leaves the landlord free to refile. A dismissal conditioned on payments is often documented as a case that stays open until the last payment, which is closer to a consent judgment than to a dismissal.

A release is a promise not to sue. Landlords ask for mutual releases in settlements, which means you would be giving up your claims, including a habitability counterclaim, in exchange for whatever the settlement gives you. Never sign a release

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without knowing what you are releasing and what it is worth. A stipulated possession date is a date you agree to leave by; treat it as immovable, because it is.

A settlement does not erase the public court record. The filing of the case, and any judgment including a consent judgment, remains visible in the court system's records, and tenant-screening companies collect that information. A dismissal looks better than a judgment, and a judgment marked satisfied looks better than one that is not, but no agreement makes the case disappear. If a clean record matters to you, negotiate for a dismissal and for the landlord's written agreement not to report the balance as delinquent, and understand that the landlord can promise only its own conduct.

Before signing anything on the morning of court, read it twice, ask for the specific date and amount of every obligation to be written in, and ask that any promise the landlord made to you, such as a repair or a waiver, be written in as well. If the judge asks whether you understand the agreement, that is the moment to say no if you do not.

CHAPTER 9

Judgments, defaults, appeals, and remaining in possession

A judgment is the court's decision, and in an eviction case it usually addresses possession, any money awarded, court costs, and sometimes a date by which you must be out. Get a copy the same day you hear about it, from the clerk or the online record, and read every line of it. Write down two dates, not one: the date on the order, and the date the judgment was entered in the court's electronic system. The clock runs from entry. Ala. R. Civ. P. 58(c); Ex parte Arlington Properties, Inc., No. 2090038 (Ala. Civ. App. Mar. 26, 2010).

After a judgment for the landlord: two separate tracks that run at the same time

TRACK 1: CHALLENGING THE JUDGMENT



TRACK 2: KEEPING POSSESSION WHILE TRACK 1 RUNS



Filing an appeal by itself does not stop the writ. Disputed rent amounts are decided by the court; ask the court to set the amount rather than guessing. A money judgment is a third issue: staying its collection usually requires a separate bond.

Default judgments

If you did not answer in time, or did not appear for trial, the court may have entered a default judgment. In eviction cases the time to ask the district court to set aside a default judgment is seven calendar days after entry. Ala. R. Civ. P. 55(dc). A motion filed in that window should explain why you did not answer or appear, state that you have a defense and what it is, and attach anything that supports it. The court then has fourteen days to rule, which it may extend once by order for up to fourteen more days; otherwise the motion is denied by operation of law. Ala. R. Civ. P. 59.1(dc). After the seven days, relief is available only under Rule 60(b), which is narrower. The most important Rule 60(b) ground for tenants is that the judgment is void because service

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was never properly made, Ala. R. Civ. P. 60(b)(4), which is how the tenant in the Trinity Property case discussed in Chapter 4 challenged her default; she lost on the facts, but the route exists. Get help the same day you learn of a default.

Post-judgment motions

A motion for a new trial, or to alter, amend, or vacate the judgment, must be filed within seven calendar days after entry in an eviction case. Ala. R. Civ. P. 59(dc). Filing a timely post-judgment motion suspends the time to appeal, and the seven-day appeal period runs anew from the entry of the order granting or denying the motion, or from the date the motion is denied by operation of law. § 35-9A-461(d); Ala. R. Civ. P. 59.1(dc). In district court, the filing of such a motion automatically stays execution pending the ruling, Ala. R. Civ. P. 62(dc)(3), but the Act separately provides that the automatic stay of the writ of possession is seven days "notwithstanding Rule 62." § 35-9A-461(e). How those two provisions interact when a motion is pending has not been clearly decided, so if you file a post-judgment motion and want to stay in the home while it is decided, ask the court in the motion for an express order staying the writ, and do not assume the motion alone protects you.

Appealing to circuit court

Any party may appeal an eviction judgment from district court to circuit court "at any time within seven days after the entry thereof." § 35-9A-461(d); see also Ala. Code § 6-6-350. The Court of Civil Appeals has held that this period is jurisdictional, that it is counted in calendar days, and that the rule excluding weekends from short periods cannot extend it. *Ex parte Arlington Properties, Inc.* If the seventh day falls on a weekend or holiday, the Act's definition of "day" points to the next day the court is open, § 35-9A-141(3), but a tenant who files on day eight and loses the argument has lost the appeal. File on or before day seven.

An appeal is taken by filing a notice of appeal with the district court clerk, together with security for costs. Ala. Code § 12-12-70(a). In district court the security is a bond for costs or, if you cannot afford one, an Affidavit of Substantial Hardship (Form C-10) approved by the court. Ala. R. Civ. P. 62(dc)(5). Ask the clerk for the notice-of-appeal form and the amount of the cost bond in your county. The circuit court hears the case fresh, as if the district court trial had never happened, and must set it for trial within 60 days. § 35-9A-461(d). If you want a jury, say so in writing when you file the appeal; the rules set a short deadline for the demand. If you have a compulsory counterclaim, it must be added by amendment within 30 days after the appeal is perfected. Ala. R. Civ. P. 13(j).

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Staying in the home while the appeal is decided

Here is where I see the most costly misunderstanding in this whole area, and the statute leaves no room for it. An appeal by a tenant "does not prevent the issuance of a writ of restitution or possession unless the tenant pays to the clerk of the circuit court all rents properly payable under the terms of the lease since the date of the filing of the action, and continues to pay all rent that becomes due and properly payable under the terms of the lease as they become due, during the pendency of the appeal." § 35-9A-461(d). If the amount is disputed, the court decides what is properly payable. If you miss a payment the court has found properly payable, the court "shall issue" the writ on the landlord's motion. § 35-9A-461(d)(1). When the appeal ends, the court directs the clerk what to do with the money.

That leaves three separate tasks inside the same seven days if you want to stay: the notice of appeal, the cost bond or hardship affidavit, and the accrued rent paid to the circuit clerk. Do not confuse the last two. The hardship affidavit excuses the bond. It does not excuse the rent. If you cannot pay the rent into court, an appeal will not keep you in the home, though it may still change what you owe.

A money judgment is a fourth issue. Appealing does not by itself stop the landlord from collecting a money judgment, and the statute governing appeals from district court contemplates a supersedeas bond in twice the amount of the judgment to stay execution. Ala. Code § 12-12-73. Whether and how that applies in an eviction appeal in your county is a question to raise with the clerk and with a lawyer; do not assume that paying rent into court also stays collection of a judgment for past rent.

The writ, and what happens after it

If the landlord wins possession, a writ of possession issues on the landlord's application after a seven-day automatic stay. § 35-9A-461(e); Ala. R. Civ. P. 62(dc)(2). The sheriff's office then schedules execution; the notice you get before the sheriff comes varies by county and may be very short. A tenant who re-enters the premises without just cause after the writ is executed can be held in contempt, and successive writs may issue. § 35-9A-461(e). If your judgment is later reversed on appeal, the circuit court may issue a writ restoring you to possession as against the landlord, but not against a new tenant who has moved in. § 35-9A-461(f). Move your belongings before the sheriff comes; Chapter 10 explains why.

When immediate attorney assistance matters most

Call a lawyer the same day if any of the following is true: a default has been entered against you; a judgment has been entered and you want to appeal; your counterclaim is worth more than the rent in dispute; you were served only by posting

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and a money judgment came out of it; you live in subsidized housing and never got the federal notice; or a consent judgment you signed is being enforced in a way you did not agree to. Seven days is plenty of time for any of these if you start today. It is not close to enough if you start next week.

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Lockouts, utilities, property, and leaving safely

The only lawful way a landlord can recover possession

A landlord "may not recover or take possession of the dwelling unit by action or otherwise, including willful diminution of services to the tenant by interrupting or causing the interruption of heat, running water, hot water, electric, gas, or other essential service to the tenant, except in case of abandonment, surrender, or as permitted in this chapter." § 35-9A-427. What the chapter permits is a court judgment and a writ executed by the sheriff. Changing the locks, removing the door, shutting off the water, removing your belongings, or telling you that you have until Friday to get out are not lawful methods, no matter how far behind you are on rent.

When a landlord does any of that, the Act hands you a choice: get possession back, or terminate the lease. Either way you may recover up to three months' periodic rent or your actual damages, whichever is greater, plus reasonable attorney's fees. § 35-9A-407. If you terminate, the landlord must also return your deposit and any unearned prepaid rent. A retaliatory lockout also triggers the remedies of § 35-9A-501. Because district courts cannot grant injunctions in an original action, Ala. Code § 12-12-30(1), a request for a court order restoring you to the home usually must be filed in circuit court; a claim for the money damages can be brought in district court. This is a situation in which you should ask for help immediately.

What to do in the first hours

1. Do not force your way in, and do not confront the landlord or anyone changing the locks. A confrontation can produce a criminal charge against you and a lease-violation claim that the landlord did not have before.
2. Photograph and video everything: the new lock, the notice on the door if any, the disconnected meter, your belongings in a pile or a dumpster, the date and time on your phone.
3. Call the non-emergency police number and ask for an officer to document what happened. Officers often treat lockouts as civil matters and may not order the landlord to let you in, but the report itself is evidence. Ask for the report number.
4. Send the landlord a written message the same day stating that you have been locked out without a court order, that you demand immediate access, and that you are keeping all rights under §§ 35-9A-407 and 35-9A-427. Keep a copy.

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5. Write down every expense the lockout causes: hotel, food, storage, replacement items, missed work. Keep receipts.
6. Find out where your belongings are and ask in writing for a time to retrieve them with a witness present.
7. Email attorney Neil Fulsang at neil@apexlawal.com, or another attorney of your choice, that day.

One more thing about utilities, because it catches people. The Act presumes a unit abandoned "if the electric service to the property has been terminated for seven consecutive days." § 35-9A-423(e). If the power is in your name, keep it on, even while you are behind on rent, even while you are packing. A landlord who finds the lights off for a week can treat the place as abandoned and walk in, and from there you will have a much harder time arguing you were unlawfully put out.

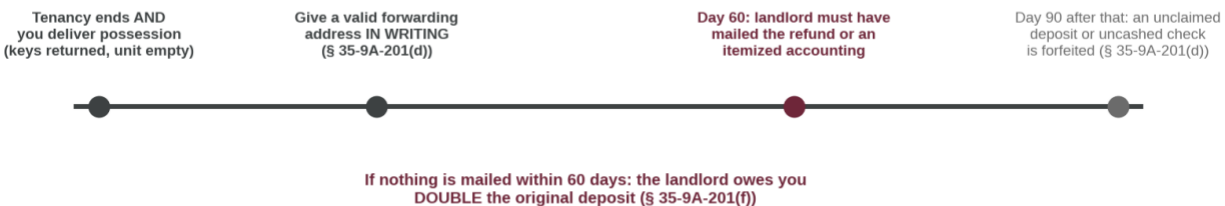
Leaving on your own terms

However you leave, under a judgment, under an agreement, or on your own terms, leave in the way that protects your deposit and shuts the door on later claims. Photograph and video every room, every appliance, inside the cabinets, the floors, and the outside of the unit on the day you leave, with the date visible. Remove all of your belongings; anything left more than fourteen days after termination can be disposed of by the landlord without obligation. § 35-9A-423(d). Return every key, fob, and remote, and get a signed receipt or send them by a method that proves delivery. Send the landlord a dated written statement that you have vacated and delivered possession as of that date, so that there is no dispute about when the sixty-day deposit clock started. Give a valid forwarding address in writing, which the Act requires of you and which controls where the deposit or accounting is mailed. § 35-9A-201(d). Keep proof of your last payments and of any final utility readings.

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Your security deposit

Your security deposit after you leave (Ala. Code § 35-9A-201)



Deductions may cover only accrued rent and damage from your failure to meet tenant duties under § 35-9A-301, itemized in writing. Ordinary wear and tear is not deductible.

The deposit rules are in § 35-9A-201. A landlord may not demand a deposit larger than one month's rent, except for pets, changes to the premises, or increased liability risks. After the tenancy ends and you deliver possession, the landlord may apply the deposit to accrued rent and to damages caused by your failure to meet your duties under § 35-9A-301, itemized in a written notice delivered with any amount due within sixty days. If any part is withheld, the landlord must provide the itemized list within the same sixty days. If you do not provide a forwarding address, the landlord mails to your last known address or to the unit. A deposit or check that goes unclaimed for ninety days is forfeited. And if the landlord fails to mail a timely refund or accounting within the sixty-day period, the landlord "shall pay the tenant double the amount of the tenant's original deposit." § 35-9A-201(f). The section does not prevent either side from recovering other damages. § 35-9A-201(g).

Ordinary wear and tear is not a tenant's noncompliance and cannot be deducted: worn carpet, faded paint, small nail holes, and the normal aging of appliances are the landlord's cost of doing business. Holes in walls, broken fixtures, pet damage, trash left behind, and unpaid rent are deductible if the landlord proves them. Your move-in inspection form and your move-in and move-out photographs are the evidence that decides most deposit disputes. If the sixty days pass with nothing, or the itemization is wrong, send a written demand citing § 35-9A-201 and stating the amount you claim; if that fails, the claim can be filed in small claims court or, if it exceeds the small claims limit, in district court, or raised as a counterclaim if the landlord sues you for the balance. The clock starts on the later of the tenancy's termination and your delivery of possession, not on the day you happened to move your last box, which is why the written delivery-of-possession notice matters.

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Special protections and circumstances

Federal law layers extra protection over some tenancies. Which protection you get depends on the program, on the property, and sometimes on who you are. None of it applies to every rental in Alabama. Before you build a defense on any of it, make sure your housing is actually covered.

Public housing and project-based Section 8

If you live in a unit owned by a public housing authority, or in a privately owned building where the rental assistance is attached to the unit (project-based Section 8, Section 202, Section 811, and similar programs), federal regulations govern the grounds for termination and the notice you must receive, in addition to Alabama law. Public housing leases may be terminated only for serious or repeated lease violations, certain criminal activity, or other good cause, with written notice stating the grounds and your right to reply, and most public housing tenants have a right to an administrative grievance hearing before the eviction is filed, though not for every ground. 24 C.F.R. § 966.4, §§ 966.50 to 966.57. Project-based owners must give a written termination notice that states the reasons in enough detail for you to prepare a defense and advises you of your right to meet with the owner. 24 C.F.R. § 247.4.

Since January 2025, HUD regulations have required public housing authorities and project-based owners to give at least thirty days' written notice, with specified information about the amount owed, before filing an eviction for nonpayment of rent. In February 2026 HUD published a rule to revoke that requirement, then on March 13, 2026 indefinitely delayed its effective date and reopened it as a proposed rule. As of the research date the thirty-day regulations remained in force, and their status should be checked before you rely on them. A landlord's failure to give a federally required notice, or to state the required contents, is a defense to raise in your answer.

Housing choice vouchers

If you have a voucher, your landlord is a private owner, and the eviction is filed in state court like any other, but the owner may terminate the tenancy during the lease term only for serious or repeated lease violations, violations of law, or other good cause, must state the grounds in the notice, and must give the housing authority a copy of any eviction notice. 24 C.F.R. § 982.310. Keep the housing authority informed in writing; an eviction judgment can also lead to termination of your voucher, which is a separate proceeding with its own hearing rights.

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A federal statute enacted in 2020 and still in effect requires the owner of a "covered dwelling" to give a tenant at least thirty days' notice to vacate before requiring the tenant to leave for nonpayment. 15 U.S.C. § 9058(c). Covered dwellings include units in properties with federally backed mortgages and units participating in federal housing programs, including voucher units. Courts in different states have disagreed about how this provision applies and whether it can be raised as a defense; no Alabama appellate decision has settled the question. If you believe your building is covered and you received less than thirty days, raise it in your answer and get advice.

Disability accommodations and assistance animals

The Fair Housing Act makes it unlawful to refuse a reasonable accommodation in rules, policies, practices, or services when the accommodation may be necessary to give a person with a disability an equal opportunity to use and enjoy the dwelling. 42 U.S.C. § 3604(f)(3)(B). That includes allowing an assistance animal despite a no-pets rule, permitting a live-in aide, accepting rent on a different date because of when disability income arrives, or giving extra time to cure a violation caused by a disability. The request can be made at any time, including after an eviction has been filed, and a landlord who evicts for conduct that an accommodation would have resolved may have violated the Act. Put the request in writing, describe the disability-related need without more detail than necessary, and keep the landlord's response. HUD's guidance on assistance animals (FHEO Notice 2020-01) explains what documentation a landlord may ask for.

Housing discrimination

The federal Fair Housing Act prohibits discrimination in the terms and conditions of a tenancy, including eviction, because of race, color, religion, sex, national origin, familial status, or disability. 42 U.S.C. § 3604. The Alabama Fair Housing Law, Ala. Code § 24-8-1 and following, covers the same ground under state law. Discrimination can be a defense in the eviction and a separate claim. Complaints to HUD generally must be filed within one year and lawsuits within two years of the discriminatory act. The proof is usually circumstantial: how other tenants were treated, what was said, and timing.

Survivors of domestic violence, dating violence, sexual assault, and stalking

Alabama has no statewide statute that lets a tenant end a lease early or defeat an eviction because the tenant is a survivor of domestic violence. The protections that exist are federal and apply only to covered housing programs: public housing, vouchers, project-based Section 8, and other programs listed in the Violence Against Women Act.

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In those programs a tenant may not be denied assistance, evicted, or have assistance terminated on the basis of an incident of domestic violence, dating violence, sexual assault, or stalking against the tenant, the landlord may bifurcate the lease to remove the abuser, and the tenant may have a right to an emergency transfer. 34 U.S.C. § 12491. If you live in covered housing, ask the housing provider for its VAWA notice and certification form. A protection-from-abuse order under Alabama law can also address possession of a shared residence, and a court can be asked to consider it.

Servicemembers

The Servicemembers Civil Relief Act forbids evicting a servicemember or the servicemember's dependents from a residence during military service except by court order, if the monthly rent is at or below a threshold set each year; for 2026 the threshold is \$10,542.60. 50 U.S.C. § 3951; 91 Fed. Reg. 11527 (Mar. 10, 2026). On request, and on a showing that military service materially affects the ability to pay, the court must stay the proceeding for ninety days, or a longer or shorter period if the court finds that justice and equity require it, or adjust the obligations under the lease. Separate provisions require a plaintiff to file an affidavit about military service before a default judgment can be entered and protect servicemembers from defaults entered while they are absent on duty, 50 U.S.C. § 3931, and allow termination of a lease on entry into service or on orders for a permanent change of station or deployment of ninety days or more. 50 U.S.C. § 3955. If you are on active duty, tell the court in writing and attach a copy of your orders.

Bankruptcy

Filing a bankruptcy petition ordinarily stops collection actions, including an eviction, through the automatic stay. 11 U.S.C. § 362(a). The stay has an exception aimed at evictions: it does not apply to the continuation of an eviction in which the landlord obtained a judgment for possession before the bankruptcy was filed, 11 U.S.C. § 362(b)(22), unless the tenant files with the petition a certification that state law would allow the default to be cured after judgment and deposits the rent that will come due in the first thirty days, 11 U.S.C. § 362(l). Alabama law does not generally provide a right to cure a nonpayment default after judgment, which limits that exception here. A bankruptcy filed before judgment raises different questions, and a landlord can ask the bankruptcy court to lift the stay. Bankruptcy has lasting consequences and its own eligibility rules. It is not a routine eviction tactic, and it should not be filed without advice from a bankruptcy attorney.

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Getting legal help

When to contact an attorney

A well-prepared tenant can handle some of these cases alone, particularly a nonpayment case where the realistic goal is time to move out. Others I would not want anyone walking into by themselves. Below are the situations where a lawyer is worth the most. In every one of them, the earlier you call, the more there is to work with.

Situation	Why it matters
You have a habitability, repair, essential-service, lockout, or retaliation claim	These are claims for money and leverage in negotiation, and they are the claims that free eviction-defense programs generally will not bring. An attorney can plead them correctly, prove the damages, and recover attorney's fees where the Act allows them.
A judgment or default has been entered	Seven calendar days to move or appeal, with rent into court. Mistakes at this stage are permanent.
The amount in dispute is large, or the landlord is claiming attorney's fees and future rent	A money judgment follows you for years and can be collected by garnishment.
You were served only by posting and a money judgment is being sought	The jurisdictional question discussed in Chapter 4 is technical and fact-specific.
You live in subsidized or voucher housing, or are a servicemember, or need a disability accommodation	Federal rules add defenses that are easy to lose by not raising them properly.
The landlord's lawyer has proposed a consent judgment or a release	You are being asked to give up rights. Know what they are worth first.
You want to stay in the home	Staying requires meeting every deadline and paying rent into court on time. A lawyer can tell you whether that is realistic on your facts.

Preparing for an initial consultation

Bring the lease and its addenda, every notice with its envelope, the court papers front and back, your stamped answer if you have filed one, the ledger, your payment records, your repair requests, your photographs, and a one-page chronology from Appendix A. Have the county, the case number, and every date written down, including the next one on the calendar. Know what outcome you want and what rent you can actually afford going forward. With that in hand a lawyer can size up a case in a few minutes. Without it, nobody can size it up at all.

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How to reach attorney Neil Fulsang

Email neil@apexlawal.com. Appendix B contains an initial-inquiry template. Include your name, the landlord's name, the county, the case number if there is one, and any deadline or court date you know. Ask for a conflict check and a consultation. Do not include your Social Security number, financial account numbers, or other unnecessary sensitive information in a first email; ask instead how to transmit documents securely once the conflict check is complete.

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

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APPENDIX A

Worksheets

These worksheets are designed to be printed or copied by hand. Fill them in as facts arrive, not from memory later. Bring the completed worksheets, with the documents behind them, to any consultation and to court.

A-1. Deadline log

Record every date the moment you learn it. When two sources give different dates, write both and act on the earlier one.

Event or document	Date received or entered	How received (hand, posted, mailed, email)	Deadline it creates	Done?
Landlord's written notice			Termination date: _____	[]
Summons and Statement of Claim			Answer due (7 calendar days): _____	[]
Answer filed with clerk (stamped copy kept)			Copy sent to landlord on: _____	[]
Trial notice			Trial date/time/room: _____	[]
Judgment entered			Motion/appeal due (7 days): _____	[]
Rent paid into circuit clerk			Next payment due: _____	[]
Writ of possession			Sheriff's date: _____	[]
Move-out and delivery of possession			Deposit accounting due (60 days): _____	[]
Other: _____				[]

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A-2. Rent-payment reconciliation

List each month from the first disputed month forward. Compare the landlord's ledger to your own proof. Fees are chargeable only if the lease provides for them.

Month	Rent due per lease	Landlord's ledger shows paid	My records show paid (date, method, proof)	Fees charged (lease paragraph?)	Difference / note

Total the landlord claims: \$ _____ Total I can prove I paid: \$ _____ Fees I dispute: \$ _____ Amount I believe is actually owed: \$ _____

A-3. Notice review

Question	Answer (and where the proof is)
Who signed the notice, and for whom?	
What reason does it give? Which lease paragraph does it cite?	
For nonpayment: what amount does it demand? Does it list rent and late fees only? Does the amount match the ledger?	
For a violation: does it specify the acts or omissions? Does it tell you how to cure?	
How was it delivered, and on what date did you actually receive it?	
What termination date does it state?	
Counting business days from the day after receipt, what is the earliest lawful termination date?	
Was the case filed before the termination date? (Compare the filing stamp on Form C-59.)	

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Question	Answer (and where the proof is)
Did the landlord accept any payment after the notice? When, how much, and under what terms?	
For a month-to-month tenancy: is the stated date at least 30 days before a rental date?	

A-4. Evidence checklist

	Item	Have it?	Where it is
[]	Lease and all addenda, rules, move-in inspection		
[]	Landlord's ledger (requested in writing on _____)		
[]	Bank statements, money order stubs, portal confirmations, receipts		
[]	Every notice, with envelopes and photos of posted notices		
[]	Form C-59, front and back (return of service)		
[]	Stamped copy of your answer and certificate of service		
[]	Repair requests with dates and delivery method		
[]	Photos and videos of conditions, numbered and dated		
[]	Code inspection reports, contractor estimates		
[]	Texts, emails, portal messages, exported in full		
[]	Utility records, disconnection notices		
[]	Receipts for expenses caused by the landlord's breach		
[]	Police report number (lockout or other incident)		
[]	Witness names and phone numbers		
[]	Rental assistance application and confirmation		

A-5. Case chronology and exhibit index

One line per event, in date order. The exhibit number is the number you write on the document you will hand to the judge.

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Date	What happened (who, what, where)	Exhibit no.	Document or witness that proves it

A-6. Damages worksheet

Separate what you can prove with a receipt from what you are estimating, and separate both from statutory remedies and from items that need an attorney's evaluation. Do not count the same loss twice.

Category	Item and dates	Amount	Proof
Documented out-of-pocket expenses (receipts in hand)	Hotel, food, storage, replacement items, space heaters, bottled water, moving costs, medical		
Documented expenses (continued)			
Diminished rental value (rent paid minus what the unit was worth in its condition)	Months affected: _____ Rent: \$ _____ Estimated value as-is: \$ _____		
Disputed or estimated losses (no receipt yet)	Lost wages, damaged belongings, other		
Statutory remedies (check the section and its conditions)	§ 35-9A-407 (lockout/shutoff): up to 3 months' rent or actual damages, whichever is greater		

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Category	Item and dates	Amount	Proof
	§ 35-9A-402(b) (failure to deliver, willful): same measure § 35-9A-163(b) (prohibited clause enforced): up to 1 month's rent plus actual damages § 35-9A-201(f) (deposit not accounted for in 60 days): double the deposit		
Attorney's fees (only where a statute or lease allows; not available to a self-represented tenant)			
Items requiring attorney evaluation	Mental anguish, punitive damages, property loss outside the Act, claims over \$20,000		
Less: what I owe the landlord	Rent actually due: \$____ <u>Legitimate fees: \$____</u>		
Net			

A-7. Hearing preparation sheet

Prepare	Your answer
What the landlord is asking for (possession, money, amount)	
My defense in one sentence	
The three documents that prove it (exhibit numbers)	
My counterclaim in one sentence, and the amount	
Rent paid into court: dates, amounts, receipt numbers	
Witnesses and whether each is confirmed	
Questions for the landlord's witness (short, factual)	
What I am asking the court to do (best outcome)	
What I will ask for if the court rules for the landlord (time to move, exact amount, payment terms)	

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Prepare	Your answer
Interpreter or accommodation requested on _____; confirmed?	
Courthouse, courtroom, time; parking and security allow 30 extra minutes	

A-8. Settlement review checklist

Before signing any agreement or consent judgment, make sure the writing answers each question.

	Question the agreement must answer
☐	Possession: Do I keep the home? If not, what is the exact date and time I must be out?
☐	Money: What is the total I am paying, and does it list every component (rent, fees, costs, attorney's fees)?
☐	Payment schedule: exact dates and amounts, and where and how each payment is made.
☐	Court costs and attorney's fees: waived, included, or added?
☐	Security deposit: applied, returned, or accounted for under § 35-9A-201?
☐	My counterclaim: dismissed, credited, paid, or preserved?
☐	Release: am I giving up any claims? Which ones? Is the release mutual?
☐	The case: dismissed now, dismissed after the last payment, or a consent judgment?
☐	If a judgment: does it say possession is stayed while I comply, and what triggers the writ?
☐	Future rent: amount and due date going forward, and whether the lease continues on its original terms.
☐	Consequences of a missed payment or date: notice and a chance to fix it, or immediate writ?
☐	Reporting: will the landlord report a balance to a credit or screening company? Will it provide a neutral reference?
☐	Repairs the landlord promised, with dates.
☐	Signatures: does the person signing for the landlord have authority?

A-9. Move-out documentation checklist

	Item
☐	Photographs and video of every room, appliance, closet, cabinet, floor, wall, and exterior, with the date shown
☐	All belongings removed; nothing left that could be treated as abandoned
☐	Unit cleaned; trash removed; photos of the result
☐	All keys, fobs, remotes, and parking passes returned; signed receipt or proof of delivery
☐	Written notice to landlord: "I vacated and delivered possession on _____" (keep a copy)

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	Item
[]	Forwarding address given in writing (keep a copy and the date sent)
[]	Final utility readings photographed; accounts closed or transferred
[]	Copies of all payment records kept
[]	Calendar reminder set for 60 days after delivery of possession: deposit refund or itemization due
[]	Calendar reminder set for 90 days after that: unclaimed deposit is forfeited

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APPENDIX B

Sample documents

These are educational samples, not official forms

The official answer form is PS-01, Answer to Landlord's Claim, published by the Alabama Administrative Office of Courts. The samples below are illustrations prepared for this manual. They use bracketed placeholders instead of facts; replace every bracket with your own true information and delete every paragraph that does not apply to you. Never assert a fact you cannot support.

Each sample is signed by a self-represented tenant. Attorney Neil Fulsang's name and signature do not appear on them and should not be added; he does not represent you unless you have a written agreement with Apex Law LLC.

A sample may be the wrong tool for your case. If your case is in circuit court, if there are multiple defendants, if the landlord is seeking more than possession and rent, or if you are in subsidized housing, the pleading may need different content. When in doubt, file the official form on time and get advice about the rest.

B-1. Sample answer and affirmative defenses (self-represented tenant)

Use this sample when the checkboxes on Form PS-01 do not capture your defenses, or attach it to PS-01 as additional pages. Keep only the numbered paragraphs that are true. The example defenses below assume a nonpayment case with a short notice and a service problem; yours may be different.

IN THE DISTRICT COURT OF [COUNTY] COUNTY, ALABAMA

[LANDLORD NAME AS SHOWN ON THE STATEMENT OF CLAIM],	)	
Plaintiff,	)	
	)	Case No. [DV-2026-_____]
v.	)	
	)	
[YOUR NAME AS SHOWN ON THE STATEMENT OF CLAIM],	)	
Defendant.	)	

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ANSWER AND AFFIRMATIVE DEFENSES

COMES NOW the Defendant, [YOUR NAME], appearing without an attorney, and for [his/her] answer to the Statement of Claim states as follows:

RESPONSE TO THE STATEMENT OF CLAIM

1. Defendant admits that Defendant occupies the premises at [ADDRESS] under a [written/oral] rental agreement with Plaintiff dated [DATE] at a monthly rent of \$[AMOUNT].

2. Defendant denies that Plaintiff is entitled to possession of the premises and demands strict proof of every allegation in the Statement of Claim.

3. Defendant denies that Defendant owes Plaintiff the sum of \$[AMOUNT] stated in paragraph 4 of the Statement of Claim. [State briefly why: for example, Defendant paid \$[AMOUNT] on [DATE] by [METHOD], which is not credited on Plaintiff's ledger; or the amount includes a [FEE] of \$[AMOUNT] that the rental agreement does not authorize.]

AFFIRMATIVE DEFENSES

4. Defective notice. Plaintiff did not deliver a written notice to terminate that complied with Ala. Code § 35-9A-421 before filing this action. [Describe the defect with dates: for example, Defendant received the notice on [DATE], and the notice stated a termination date of [DATE], which is fewer than seven business days after receipt; or the notice did not state the amount of rent and late fees owed to remedy the breach.]

5. Premature filing. The termination date stated in Plaintiff's notice was [DATE]. Plaintiff filed this action on [DATE], before Defendant's right to possession had been terminated.

6. Waiver. After delivering the notice to terminate, Plaintiff accepted a payment of \$[AMOUNT] from Defendant on [DATE] with knowledge of the alleged default and without any written reservation of rights, which waived Plaintiff's right to terminate the rental agreement for that breach under Ala. Code § 35-9A-424.

7. Insufficiency of service of process. The Summons and Statement of Claim were not served on Defendant as required by Ala. Code § 35-9A-461(c) and the Alabama Rules of Civil Procedure. [Describe: for example, the papers were posted on the door on [DATE], but no copy was mailed to Defendant on that date or by the close of the next business day; or the return of service states delivery to a person residing on the premises, but no adult resided at the premises other than Defendant, who was at work at the time stated.] Defendant does not waive this defense by answering and objects to the entry of any personal judgment for money based on that service.

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8. [If applicable] Retaliation. Plaintiff brought this action because Defendant complained in writing to Plaintiff on [DATE] about [CONDITION], a condition within Ala. Code § 35-9A-204, [and/or] complained to [CODE AGENCY] on [DATE]. Defendant is entitled to the defense provided by Ala. Code § 35-9A-501(b). [Omit this paragraph if you were in default in rent when the notice was given, unless you have consulted an attorney.]

9. [If applicable] Reasonable accommodation. Defendant has a disability and on [DATE] requested that Plaintiff [DESCRIBE ACCOMMODATION], which would have avoided the conduct on which this action is based. Plaintiff refused. Plaintiff's refusal violates 42 U.S.C. § 3604(f)(3)(B).

10. Defendant reserves the right to amend this answer as facts become known and asserts the counterclaim attached hereto [if a counterclaim is attached; otherwise delete].

WHEREFORE, Defendant requests that the Court deny Plaintiff's claim for possession, deny or reduce Plaintiff's claim for money as the evidence shows, tax costs against Plaintiff, and grant such other relief as is just. [If applicable: Defendant further requests that, if the Court awards possession to Plaintiff, the Court state in its judgment the exact amount found due and allow Defendant [NUMBER] days to vacate.]

Respectfully submitted,

[YOUR NAME], Defendant
Self-represented
[Street address]
[City], Alabama [ZIP]
[Telephone]
[Email address]

CERTIFICATE OF SERVICE

I certify that on [DATE], I [mailed by first-class United States mail, postage prepaid / hand delivered] a copy of this Answer and Affirmative Defenses to [PLAINTIFF OR PLAINTIFF'S ATTORNEY, NAME] at [ADDRESS SHOWN ON THE STATEMENT OF CLAIM].

[YOUR NAME]

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B-2. Sample counterclaim attachment (failure to maintain and loss of essential services)

This sample assumes one fact pattern: the landlord failed to repair the heating and hot water after written notice, the tenant remained in possession and paid rent, and the tenant now counterclaims for damages and asks to pay rent into court. It is not a form for every counterclaim. Replace the facts with your own, cite only the sections that fit them, and delete any paragraph you cannot prove. A counterclaim that is without merit and not raised in good faith can result in an award of the landlord's attorney's fees against you. Ala. Code § 35-9A-405(a).

IN THE DISTRICT COURT OF [COUNTY] COUNTY, ALABAMA

[LANDLORD NAME],	)	
Plaintiff/Counter-Defendant,	)	
	)	Case No. [DV-2026-_____]
v.	)	
	)	
[YOUR NAME],	)	
Defendant/Counter-Plaintiff.	)	

COUNTERCLAIM

COMES NOW the Defendant, [YOUR NAME], appearing without an attorney, and for [his/her] counterclaim against Plaintiff states as follows:

STATEMENT OF FACTS

1. Plaintiff is the [owner/manager] of the dwelling unit at [ADDRESS] and is a landlord within the meaning of Ala. Code § 35-9A-141(7). Defendant is the tenant of that unit under a rental agreement dated [DATE] at a monthly rent of \$[AMOUNT].
2. On [DATE], the central heating system in the unit stopped working. On [DATE], the water heater stopped producing hot water. Neither condition was caused by Defendant or by any member of Defendant's family or guest.
3. Defendant notified Plaintiff of these conditions in writing on [DATE] by [METHOD, for example email to the address the lease designates for notices], and again on [DATE] and [DATE]. Copies of those notices are attached as Exhibits A through C.
4. Plaintiff acknowledged the notices on [DATE] by [DESCRIBE, for example a text message stating that a repair would be scheduled], attached as Exhibit D, but did

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not repair the heating system until [DATE] and had not repaired the water heater as of the filing of this counterclaim.

5. From [DATE] to [DATE], a period of [NUMBER] days, the unit had no working heat, and from [DATE] to the present the unit has had no hot water. Defendant purchased two electric space heaters for \$[AMOUNT] on [DATE] (Exhibit E) and incurred increased electric charges of \$[AMOUNT] as shown on Exhibit F.

6. Defendant paid rent in full for each month of the period described above, as shown on Exhibit G.

COUNT ONE: FAILURE TO MAINTAIN THE PREMISES (Ala. Code §§ 35-9A-204 and 35-9A-401(b))

7. Defendant adopts paragraphs 1 through 6.

8. Ala. Code § 35-9A-204(a)(4) required Plaintiff to maintain in good and safe working order all heating facilities and appliances supplied by Plaintiff, and § 35-9A-204(a)(6) required Plaintiff to supply reasonable amounts of hot water at all times and reasonable heat.

9. Plaintiff's failure to do so after written notice was a noncompliance with § 35-9A-204 materially affecting health and safety and a material noncompliance with the rental agreement.

10. As a result, Defendant has suffered actual damages, including the difference between the rent paid and the fair rental value of the unit without heat and hot water, which Defendant estimates at \$[AMOUNT] per month for [NUMBER] months, and out-of-pocket expenses of \$[AMOUNT].

COUNT TWO: FAILURE TO MAKE AVAILABLE ESSENTIAL SERVICES (Ala. Code § 35-9A-404)

11. Defendant adopts paragraphs 1 through 6. [Include this count only if it fits your facts, and note that damages for the same loss cannot be recovered under both Count One and Count Two. § 35-9A-404(c).]

12. After receiving Defendant's written notice of the breach, Plaintiff willfully or negligently failed to promptly make available heat and hot water, which are essential services.

13. Defendant is entitled to recover damages based on the diminution in the fair rental value of the dwelling unit during the period the services were not available, in the amount of \$[AMOUNT].

PAYMENT OF RENT INTO COURT

14. Defendant remains in possession of the premises. Pursuant to Ala. Code § 35-9A-405(a), Defendant [has paid / will pay] into court the rent accrued in the amount of \$[AMOUNT] and will pay rent into court as it comes due during the pendency of this action, and asks the Court to determine the amounts due to each party and to apply the funds paid into court accordingly.

WHEREFORE, Defendant demands judgment against Plaintiff for actual damages in the amount of \$[AMOUNT], or such other amount as the evidence shows; requests that any amount found owing by Defendant to Plaintiff be set off against the amount found owing by Plaintiff to Defendant; requests that, if no rent remains due after that application, judgment be entered for Defendant on Plaintiff's claim for possession as provided by Ala. Code § 35-9A-405(a); and requests costs and such other relief as is just.

Respectfully submitted,

[YOUR NAME], Defendant/Counter-Plaintiff

Self-represented

[Street address]

[City], Alabama [ZIP]

[Telephone]

[Email address]

CERTIFICATE OF SERVICE

I certify that on [DATE], I [mailed by first-class United States mail, postage prepaid / hand delivered] a copy of this Counterclaim to [PLAINTIFF OR PLAINTIFF'S ATTORNEY, NAME] at [ADDRESS].

[YOUR NAME]

B-3. Sample repair request

Send by the method the lease designates for notices and also by email or text, and keep a copy. A written request is the prerequisite to almost every repair-related claim in Chapter 6. Be specific and unemotional; the letter may be read by a judge.

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[Date]

To: [Landlord or manager name]

sent by [email to _____ / certified mail / hand delivery to the office]

Re: Repair request, [address and unit number]

This is a written request for repairs at the unit I rent from you at the address above. The following conditions exist and need to be repaired:

1. [Condition 1, with the room, when it started, and what it affects. Example: The central heat has not worked since January 12. The thermostat is set to 68 and the indoor temperature has been below 55 degrees at night.]
2. [Condition 2.]
3. [Condition 3.]

I first reported [condition] on [date] by [method]. Photographs are attached. These conditions affect [health and safety / an essential service / the working order of equipment you supplied] and are your responsibility under Ala. Code § 35-9A-204 and the rental agreement.

Please repair them within [a reasonable time / 14 days], and tell me in writing when the work will be done. You may enter to make the repairs at reasonable times; please contact me at [phone] to arrange access. I am continuing to pay rent as required. I reserve all rights under the Alabama Uniform Residential Landlord and Tenant Act.

[Your name]

[Unit and address]

[Phone and email]

B-4. Sample proposed payment arrangement

A proposal, not a demand. The landlord may accept it, counter it, or ignore it. If it is accepted, ask the landlord to sign it, and keep the signed copy. Do not propose payments you cannot make.

[Date]

To: [Landlord or manager name]

Re: Proposed payment arrangement, [address and unit number]

I am behind on rent for [month(s)] in the amount of \$[amount], which I do not dispute, [and I dispute the following charges on the ledger: _____]. I want to keep the tenancy and pay what I owe. I propose the following:

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1. I will pay \$[amount] on [date], \$[amount] on [date], and \$[amount] on [date], by [method], which will bring the account current.
2. I will pay the regular rent of \$[amount] on or before the [day] of each month during the plan.
3. Late fees for [month(s)] in the amount of \$[amount] are [waived / included in the payments above].
4. On receipt of the first payment, you withdraw the notice to terminate dated [date], and the rental agreement continues on its existing terms. [If a case has been filed: you will file a dismissal of case no. _____ on receipt of the final payment, and will not seek a judgment while I am in compliance.]
5. If I miss a payment, you will notify me in writing and I will have [number] days to cure before you proceed.

If these terms are acceptable, please sign below and return a copy to me. I will sign it as well. Nothing in this proposal waives any right either of us has if it is not accepted.

Proposed by: _____ [Your name] Date: _____

Accepted by: _____ [Landlord], by [name and title] Date: _____

B-5. Sample initial-inquiry email to attorney Neil Fulsang

Keep it short and factual. Do not include your Social Security number, bank information, or documents until you have been told how to send them securely.

To: neil@apexlawal.com

Subject: Consultation request, eviction, [County] County, [case number if any]

Mr. Fulsang,

My name is [full name]. I am a tenant at [address], in [County] County, Alabama. My landlord is [landlord or management company name]. I am writing to request a conflict check and a consultation.

Where things stand: [Choose what applies. Example: I received a written notice on [date]. / I was served with a Statement of Claim on [date] by [method], case no. [number]. My answer is due [date]. / A judgment was entered on [date]. / I was locked out on [date].] The next deadline or court date I know of is [date].

The main issues, as I understand them, are: [one or two sentences, for example: the notice gave me five days; the unit has had no hot water since [date] and I reported it in writing on [date]; the landlord's ledger includes fees that are not in my lease].

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I have the lease, the notice, the court papers, my payment records, and photographs. Please let me know whether the firm can consider the matter, and how you would like me to send documents securely.

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

Thank you,

[Full name]

[Best phone number and the times I can be reached]

[Email address]

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APPENDIX C

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.
Affirmative defense	A legal reason the landlord should not win even if the landlord's facts are true. It must be stated in the answer and proven by the tenant.
Answer	The written response to the Statement of Claim, filed with the clerk and served on the landlord. Form PS-01 is the official version.
Appeal (trial de novo)	Review of a district court judgment by the circuit court, which hears the case again from the beginning. In eviction cases the notice of appeal is due within seven days of entry of the judgment.
Business day	A weekday that is not a legal holiday. Used in § 35-9A-421 for landlord termination notices. Not used for court deadlines.
Calendar day	Every day, including weekends and holidays. The Act defines "day" this way, § 35-9A-141(3), and court deadlines in eviction cases are counted this way.
Certificate of service	A signed statement at the end of a filing saying when and how a copy was delivered to the other side.
Consent judgment	A judgment the parties agree to, usually with enforcement stayed while the tenant complies with its terms.
Counterclaim	The tenant's own claim against the landlord, filed in the landlord's case.
Cure	Fixing the problem stated in a termination notice, by paying the amount demanded or correcting the violation, before the termination date.
Default judgment	A judgment entered because the defendant did not answer or appear.
District court; circuit court	District court is where most eviction cases are filed and tried without a jury. Circuit court hears appeals from district court and cases seeking more than \$20,000 or an injunction.
Entry of judgment	The date the judgment is recorded in the court's electronic system, which starts the seven-day periods for motions and appeals.
Essential services	Heat, running water, hot water, electricity, gas, and similar services. §§ 35-9A-404, 35-9A-407.
Eviction; unlawful detainer	The civil action a landlord files to recover possession from a tenant whose right to possession has ended. Eviction is the term the Act uses for residential tenancies; unlawful detainer is the older term used in Ala. Code § 6-6-310 and following and on court forms.
Holdover	Staying in the unit after the lease term has ended or the tenancy has been terminated, without the landlord's consent.
Landlord	The owner, lessor, or sublessor of the unit, and also a manager of the premises. § 35-9A-141(7).
Ledger	The landlord's running account of charges and payments for your unit.

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Term	Meaning in this manual
Periodic tenancy	A month-to-month or week-to-week tenancy, which either side may end by written notice under § 35-9A-441.
Posting	Attaching the summons and complaint to the door of the premises, which must be followed by first-class mailing on the same day or the next business day. § 35-9A-461(c).
Rent into court	Paying rent to the court clerk instead of the landlord while a counterclaim or appeal is pending. §§ 35-9A-405, 35-9A-461(d).
Rental agreement	All agreements, written or oral, about the use and occupancy of the unit, including valid rules. § 35-9A-141(13).
Retaliation	A landlord's rent increase, decrease in services, or eviction because the tenant complained to a code agency or to the landlord about conditions, or joined a tenants' organization. § 35-9A-501.
Return of service	The section on the back of Form C-59 where the server records how and when the papers were served.
Service of process	Delivery of the summons and complaint in a way the law recognizes, which starts the time to answer.
Setoff	Reducing what you owe by what the other side owes you.
Statement of Claim	The landlord's complaint in an eviction case, Form C-59.
Stay	A court order, or a rule, that pauses enforcement of a judgment for a period of time.
Supersedeas bond	A bond posted to stop collection of a money judgment during an appeal.
Tender	Offering full payment. A refused tender made in time can be a defense.
Termination notice	The landlord's written notice ending the tenancy, required by § 35-9A-421 or § 35-9A-441 before an eviction can be filed.
Waiver	Giving up a right by conduct, for example by accepting rent after a termination notice. § 35-9A-424.
Writ of possession (writ of restitution)	The court's order directing the sheriff to put the landlord in possession. § 35-9A-461(e).

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APPENDIX D

Sources and references

Primary sources used in this manual, with links current as of the research date. Where a printed reporter citation for a court decision was not confirmed, the decision is cited by docket number and date.

Alabama statutes

Source	Where to find it
Alabama Uniform Residential Landlord and Tenant Act, Ala. Code § 35-9A-101 to § 35-9A-603 (2025 Code)	https://law.justia.com/codes/alabama/title-35/chapter-9a/ and the Alabama Legislature's Code of Alabama search at https://alison.legislature.state.al.us/code-of-alabama
Forcible entry and unlawful detainer, Ala. Code § 6-6-310 to § 6-6-353, including § 6-6-332 (service) and § 6-6-350 (seven-day appeal)	https://law.justia.com/codes/alabama/title-6/chapter-6/article-8/
District court jurisdiction and appeals, Ala. Code §§ 12-12-30, 12-12-31, 12-12-70, 12-12-73; circuit court jurisdiction, § 12-11-30	https://law.justia.com/codes/alabama/title-12/chapter-12/ and https://law.justia.com/codes/alabama/title-12/chapter-11/
Alabama Fair Housing Law, Ala. Code § 24-8-1 and following	https://law.justia.com/codes/alabama/title-24/chapter-8/

Alabama Rules of Civil Procedure (official text published by the Alabama Judicial System)

Rule	Link
Rule 6, Computing and Extending Time (amended effective April 9, 2026), including Rule 6(dc)	https://judicial.alabama.gov/docs/library/rules/cv6.pdf
Rule 12, including Rule 12(dc) (seven-calendar-day answer in eviction and unlawful-detainer actions)	https://judicial.alabama.gov/docs/library/rules/cv12.pdf
Rule 13, Counterclaims, including Rules 13(a)(2), 13(dc), and 13(j)	https://judicial.alabama.gov/docs/library/rules/cv13.pdf
Rule 55, Default, including Rule 55(dc)	https://judicial.alabama.gov/docs/library/rules/cv55.pdf
Rule 59, including Rule 59(dc) (amended effective April 9, 2026)	https://judicial.alabama.gov/docs/library/rules/cv59.pdf
Rule 59.1, including Rule 59.1(dc)	https://judicial.alabama.gov/docs/library/rules/cv59_1.pdf
Rule 62, Stay of proceedings, including Rule 62(dc)	https://judicial.alabama.gov/docs/library/rules/cv62.pdf

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Rule	Link
Rules 4, 5, 38, 43, 45, 58, and 60	https://judicial.alabama.gov/library/CivilProcedure

Official court forms

Form	Link
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 PS-01, Answer to Landlord's Claim, Residential Eviction/Unlawful Detainer (Rev. 09/21)	https://eforms.alacourt.gov/media/uotj41he/ps-01-revised-09-2021-general.pdf
Form C-10, Affidavit of Substantial Hardship, and other Unified Judicial System forms	https://eforms.alacourt.gov
Alabama Administrative Office of Courts, Foreign Language Interpreter Program	https://www.alacourt.gov/Interpreter-Overview.aspx

Alabama court decisions

Decision	Holding relied on, and link
Morrow v. Pake, No. 2170012 (Ala. Civ. App. Apr. 20, 2018)	Tenant's Act claims were not compulsory counterclaims in a Form C-59 possession-and-rent action that invoked only quasi in rem jurisdiction, and were not barred by res judicata where no issue was decided against her. https://caselaw.findlaw.com/court/al-court-of-civil-appeals/1894238.html
Ex parte Trinity Property Consultants, LLC, No. 1180642 (Ala. Aug. 30, 2019)	A single knock at the door, absent extraordinary circumstances, was a "reasonable effort" at personal service supporting posting-and-mailing service under § 35-9A-461(c). https://cases.justia.com/alabama/supreme-court/2019-1180642.pdf
Ex parte Arlington Properties, Inc., No. 2090038 (Ala. Civ. App. Mar. 26, 2010)	The seven-day period to appeal an unlawful-detainer judgment runs from entry, is jurisdictional, and cannot be extended by Rule 6's exclusion of weekend days. https://caselaw.findlaw.com/court/al-court-of-civil-appeals/1522813.html

Federal statutes, regulations, and notices

Source	Link
CARES Act § 4024(c), 15 U.S.C. § 9058(c) (30-day notice to vacate for covered dwellings)	https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title15-section9058&num=0&edition=prelim
HUD, 30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent, 89 Fed. Reg. 100542 (Dec. 13, 2024)	https://www.federalregister.gov/documents/2024/12/13/2024-28861/30-day-notification-requirement-prior-to-termination-of-lease-for-nonpayment-of-rent

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Source	Link
HUD, Revocation of the 30-Day Notification Requirement, interim final rule, 91 Fed. Reg. 9449 (Feb. 26, 2026), and Indefinite Delay of Effective Date (Mar. 13, 2026)	https://www.federalregister.gov/documents/2026/02/26/2026-03921/ and https://www.federalregister.gov/documents/2026/03/13/2026-04990/
24 C.F.R. § 247.4 (project-based termination notices); 24 C.F.R. § 966.4 and §§ 966.50 to 966.57 (public housing lease and grievance procedure); 24 C.F.R. § 982.310 (voucher tenancies)	https://www.ecfr.gov/current/title-24
Fair Housing Act, 42 U.S.C. § 3604; HUD FHEO Notice 2020-01 (assistance animals)	https://www.hud.gov/program_offices/fair_housing_equal_opp
Violence Against Women Act housing protections, 34 U.S.C. § 12491	https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title34-section12491&num=0&edition=prelim
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/view.xhtml?req=granuleid:USC-prelim-title50-section3951&num=0&edition=prelim and https://www.federalregister.gov/documents/2026/03/10/2026-04689/
Bankruptcy automatic stay, 11 U.S.C. § 362(a), (b)(22), (l)	https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title11-section362&num=0&edition=prelim
Protecting Tenants at Foreclosure Act, 12 U.S.C. § 5220 note	https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title12-section5220&num=0&edition=prelim

Alabama House Bill 80 (2026 Regular Session), which would have added required language to eviction summonses and addressed execution of writs, passed the House but did not pass the Senate before the session ended and is not law as of the research date.

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