

**DISASTER**

**SCENARIOS**

**TOOLKIT**



# Common natural disaster scenarios and how best to respond.

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A TOOLKIT FROM

JUSTICE FAIRNESS HOPE



**Legal Services  
Alabama**

**When disaster strikes, it's difficult to know where to turn first or what your legal rights may be.**



**As a tenant in Alabama, what can you do when your home suffers storm damage?**



**Let's take a look at some scenarios and your possible options.**

# Scenario 1:

**A storm has damaged your rental home, and you've decided the best course of action is to move.**

## **What should you do?**

First, explore your options and confirm that moving is the best decision, because you will have to act fast. Generally, people only choose to move because there has been extensive damage to their home, and they cannot safely stay.

If this is your decision, you will need to vacate the premises (move out) immediately and provide written notice to your landlord within 14 days according to Alabama law.

**If you don't provide this notice, you may be liable for rent during that period.**

Once you have left the property under proper notice, your obligation to pay rent ends.

You may also be entitled to the security deposit and any unearned prepaid rent, but this would be based on the date of the damage and not the date of termination.

# Scenario 2:

**The storm damage wasn't extensive but does require some repairs and you'd really like to stay where you are.**

If the damage is limited to a portion of your home, notify the landlord as soon as possible because they are obligated to make the repairs and take necessary actions to keep the property habitable, which really just means providing a unit that is in a safe and livable condition.

**However, you may not withhold rent due to the landlord's failure to make repairs!**

If you do this, your landlord will have the right to evict you and/or charge you late fees.

**This is not allowed in Alabama. Please do not do this!**



**In order to have the repairs made, you should send a letter to the landlord outlining what repairs are needed.**

- The landlord is responsible for making repairs within a “reasonable” time after you send this letter. That generally means that if your landlord does not begin repairs in 14 days, then you may be able to lawfully break the lease and move elsewhere.
- But if the landlord undertook and completed repairs within a reasonable time after you told them of the damage, the landlord has fulfilled their repair responsibilities and it’s unlikely that you would succeed in being compensated for the time before the repairs were made.
- If the landlord makes the repairs, but the time it took was unreasonable and you suffered a loss due to this delay, you may have a claim against the landlord for damages to personal property caused by the delay in repair.

**If the landlord does not make the repairs that would meet the habitable condition requirements (safe and livable), and you wish to stay in the unit, you may sue the landlord for the reduced value of the home caused by the lack of repairs.**

However, you still have to keep paying the full rent while the suit is ongoing. If the suit is resolved in your favor, then you should get back a portion of that full rent you paid while suing for the reduced value.

**You may also file a housing code complaint.**

If you choose to go this route, know that the home may be deemed condemned which would prohibit you from staying on the premises, meaning you would have to move out immediately.

**You could also file an injunction in Circuit Court to force the landlord to make repairs, though this may not be the most efficient option because of the length of time this could take.**

# Scenario 3:

**I'm worried that my landlord is going to retaliate against me.**

**What can I do?**

**First of all, this shouldn't happen.**

A landlord is not allowed to retaliate against you by increasing your rent, threatening to evict you, or moving to evict you for simply requesting repairs, complaining of a code violation, or getting involved in a tenant's union.

**You will have defenses in court if a landlord does try to retaliate.**

But keep in mind that the landlord may still evict you if you have violated the lease agreement in some other way.

**If your landlord unlawfully removes or excludes you from the premises or willfully diminishes your services by interrupting or causing the interruption of heat, running water, hot water, electric, gas, or other essential service, you may sue for up to three times the monthly rent.**



# Scenario 4:

**I think I've violated my lease, and my landlord is going to evict me.**

**What now?**

**If your landlord is going to evict you, they must give you a lease termination notice.**

The notice must state the reason for the eviction and tell you that you have 7 or more days to fix or remedy the problem before eviction. All public housing and Section 8 tenants are also entitled to a pre-termination grievance hearing with the housing authority.

**You must request this hearing within a certain time frame after receiving the notice.**

Otherwise, if you do not fix the issue before the 7 days or specified time is up, the landlord can file an “unlawful detainer” lawsuit in the District Court of the county where the unit is.

**You may then “object” to this by filing an answer within 7 days or fewer since the date the papers were served.**

**Your landlord can “serve” you by just posting an eviction notice on the door of the premises, so it is best to answer as quickly as possible.**

If you don't file an answer, the landlord can get a default judgment.

This means that the landlord automatically gets everything they ask for without having to go to court, which means you can be evicted much more quickly and will never get a chance to go to court.

→ **A court date will be set at least 14 days from the date the you file an answer.**

You should attend your court date prepared to present your case, with any pictures, documents, or witnesses you want the court to know about. If you lose at this stage, you have 7 days to appeal.

→ **In order to continue living on the premises while appealing, you must pay an appeal bond, which is equal to the amount of rent that has come due since the filing of the complaint.**

You must also continue paying your monthly rent into the court while the appeal is pending. If you win your appeal, you get that money back, but if you lose, the landlord gets it. If you lose the case and do not file an appeal, a “Writ of Possession” will issue 7 days after the court enters its order.

This is the document which would allow the sheriff to evict you.

→ **All of this, however, still does not mean that your landlord may use “self-help” actions such as shutting off your utilities, changing locks, or putting your things out without going to court in order to evict you!**

If your landlord does any of those things, you may sue the landlord for three times the monthly rent or actual damages, and may also ask the court to force the landlord to have the utilities turned back on or let you back into the home.

# Scenario 5:

## How do I deal with the loss of property that was inside my home during a disaster?

→ If you lost personal items and had renter's insurance or homeowner's contents insurance at the time of the storm, contact your insurance company.

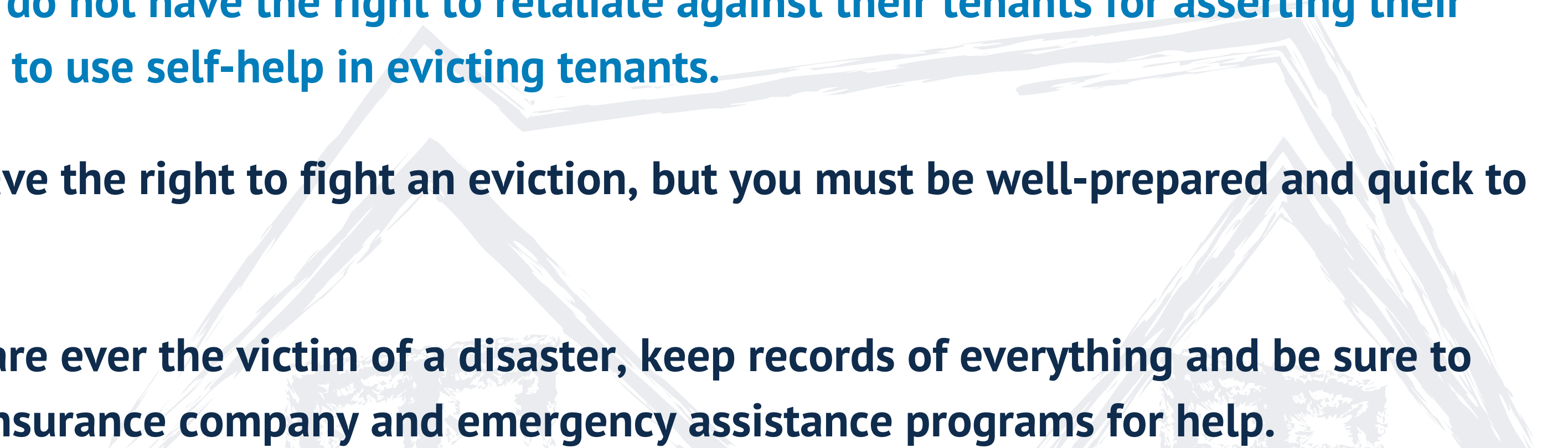
You should then describe your situation to your insurance company.

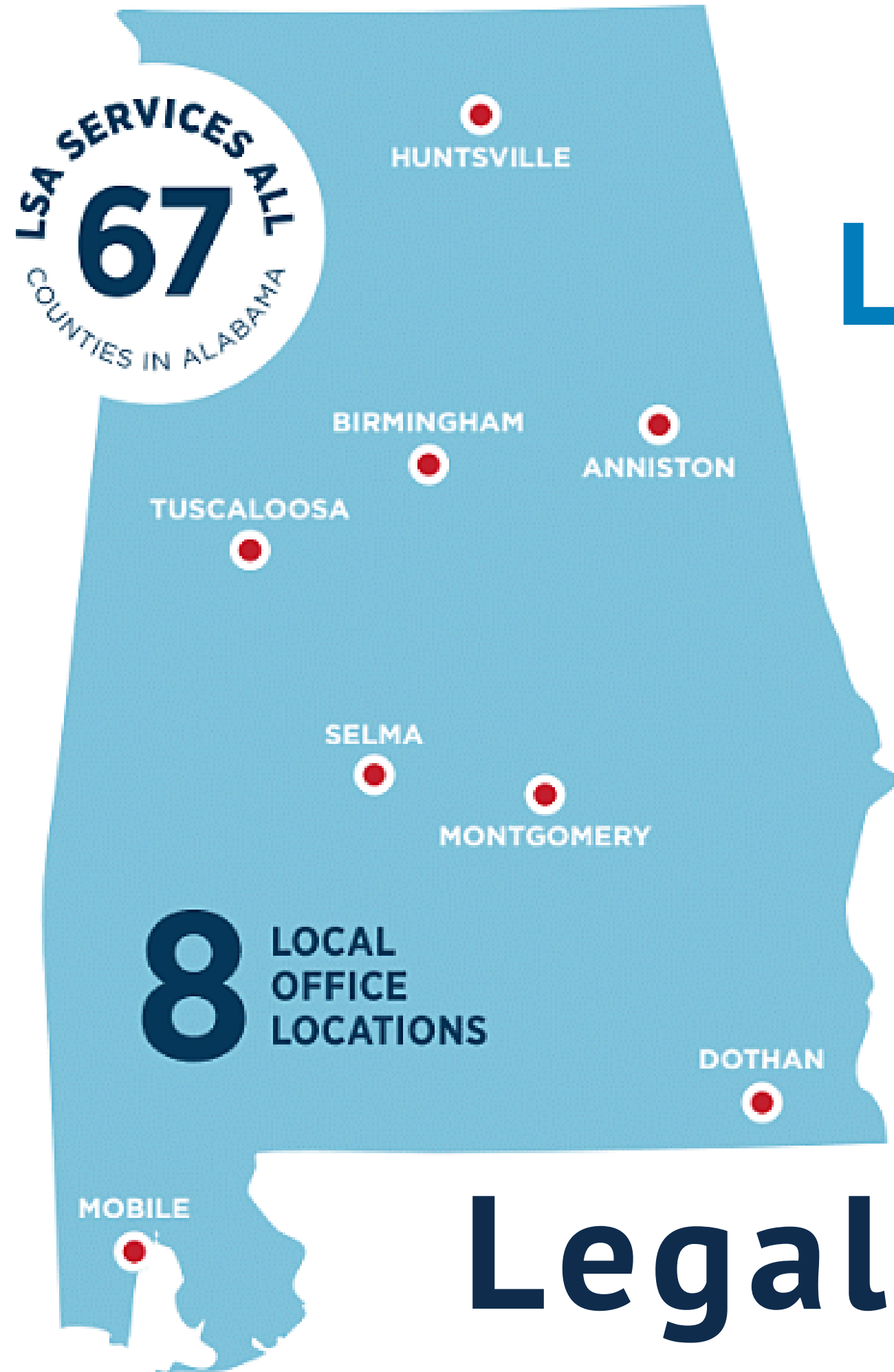
If the insurance company agrees that there is coverage, you may be able to ask for an advance payment to cover a part of your loss.

→ If your losses are not covered by insurance, you may be able to receive money for "Other than Housing Needs" that are the result of a disaster from FEMA to replace necessary items of personal property.

"Other than Housing Needs" assistance is available for necessary expenses and serious needs caused by the disaster. You may also wish to contact the Red Cross, which may be able to provide assistance to help you.

**Your landlord generally has no responsibility to cover any damages you faced as a result of the disaster. However, if the damage or loss of your property is due in whole or in part to the landlord's negligence, you may be able to sue the landlord and the loss may be covered by the landlord's liability insurance carrier.**

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- **As a tenant in Alabama, you should never take action based on what you assume your rights are without first consulting a legal professional!**
  - **Alabama tenants do not have the right to withhold their rent until repairs are made, but they do have the right to request repairs, and vacate or sue for the decreased value of their home if repairs are not made.**
  - **Alabama landlords do not have the right to retaliate against their tenants for asserting their rights nor the right to use self-help in evicting tenants.**
  - **As a tenant, you have the right to fight an eviction, but you must be well-prepared and quick to do so effectively.**
  - **And finally, if you are ever the victim of a disaster, keep records of everything and be sure to reach out to your insurance company and emergency assistance programs for help.**



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