



JANELL D. CONNOR  
Deputy Clerk

SUPERVISORS

D. Cummings, Circuit Criminal  
T. Harrison, Family Division  
C. Pidcock, Civil Division  
C. Terry, District Criminal/Traffic

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morgan.alacourt.gov

Chris Priest

MORGAN COUNTY CIRCUIT CLERK  
8<sup>th</sup> JUDICIAL CIRCUIT  
302 Lee Street, NE  
P. O. Box 668  
Decatur, Alabama 35602

CIVIL DIVISION  
Phone: 256-351-4643  
Fax: 256-351-4880

CRIMINAL DIVISION  
Phone: 256-351-4644  
Fax: 256-351-4880

FAMILY DIVISION  
Phone: 256-351-4658  
Fax: 256-560-6083

RE: Informational Booklet for Unlawful  
Detainer Suits

To Whom It May Concern:

Please find the attached information booklet specifically created for individuals who are contemplating using the court system to evict individuals from leaseholds. The handbook consists of forms that may be useful to you and a sheet that lists the costs of filing with the court system. Please be mindful, however, that these forms are made available for your convenience. The attached are neither to be substituted for nor intended as legal advice. These are forms created by the Administrative Office of Courts in Montgomery, Alabama.

\*\*\*\*\*PLEASE MAKE SURE ALL FILINGS AND MOTIONS ARE LEGIBLE\*\*\*\*\*

**It is your responsibility to read this informational booklet.** If you have a procedural question, we will answer those questions. (For example: What are the costs associated with a lawsuit?) However, **if your question is regarding a legal issue, we will not be able to assist and will recommend that you seek an attorney of your choosing.** (For example: How do I complete these forms?) **In addition, we are not permitted by law to complete or assist in the completion of the forms.**

After you have completed your paperwork, please make sure that you keep a copy for your records and also maintain your case number. The case number begins with DV followed by the year and the number order the complaint was filed in our system. For example: DV-2016-000542.00. This number will need to be on all paperwork that you file with our office. **The first time you file your paperwork, we will give you a case number.** After that point, however, you will need to put the case number on all the paperwork you file.

Thank you for your review of this booklet and forms. We hope that it is helpful to you.

Respectfully yours,

Chris Priest  
Circuit Clerk

Civil Division Phone (256) 351-4643

Civil Division Fax (256) 351-4880

Ala. Code Notice of Termination

Date: \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subject

Property: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ FAILURE TO PAY RENT. (for tenants under a current lease only. Not "holdover tenants"). Please be advised you have breached your rental agreement by failing to be current on your rent. To cure the breach, you must pay all owed rent and late fees, the grand total of which equals \$\_\_\_\_\_. Your rental agreement will terminate not less than 7 business days {effective 6/1/18} from the date of this notice unless you cure the breach by paying the amount stated.

\_\_\_\_\_ MATERIAL NON-COMPLIANT (For tenants under a current lease only. Not "holdover tenants"). Please be advised you have breached your rental agreements in the following matter:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If you have not cured the breach as stated above, your rental agreement will terminate not less than 7 business days {effective 6/1/18} from the date of this notice

\_\_\_\_\_ MONTH TO MONTH TENANCY (For "Holdover Tenants" or tenants who never had a lease). (section 35-9A-441). Please be advised that your month to month tenancy is hereby terminated. You have 30 days to vacate the premises.

\_\_\_\_\_ Landlord or his/her agent.

**Ala. Code Notice of Termination**

Date: \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Subject**

**Property:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **FAILURE TO PAY RENT.** (for tenants under a current lease only. Not "holdover tenants"). Please be advised you have breached your rental agreement by failing to be current on your rent. To cure the breach, you must pay all owed rent and late fees, the grand total of which equals \$ \_\_\_\_\_. Your rental agreement will terminate not less than \_\_\_\_\_ {effective 6/1/18} from the date of this notice unless you cure the breach by paying the amount stated.

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_ **Landlord or his/her agent.**

**Landlord and Tenant Act NO 2006-316 effective JAN 1, 2007**

Alabama Uniform Residential Landlord Tenant Act  
Procedures and Guidelines for Filing Unlawful Detainer Actions in the District  
Court

Effective January 1, 2007

Unlawful Detainer Actions are the remedy for eviction in a landlord tenant relationship---Title 6, *Code of Alabama* . Effective Date: January 1, 2007. Some existing lease provisions remain until lease renews in 2007.

**WHO MAY FILE ACTIONS** : Individuals representing themselves or an attorney licensed to practice law in the State of Alabama .

**JURISDICTION** : District Court and Circuit Court have concurrent jurisdiction. Actions seeking injunctive relief must be filed in the Circuit Court . *Injunctive relief is defined as seeking to obtain an order to either command or prohibit an action. [For example, if the landlord owns the land but the tenant owns the trailer, an ejectment action in circuit court may need to be filed. If you have specific questions you may need to seek the assistance or guidance of an attorney.]*

**Rules of Civil Procedure govern.**

**NOTICE TO TENANT:** Seven business day {effective 6/1/18} notice for failure to pay rent. The purpose of the notice is to terminate tenancy rights. Notice must provide for right to pay any delinquent rents or correct any lease prohibitions also known as the right to cure.

**INITIATED BY FILING A COMPLAINT:** Form No. C-59. (New Form is being developed) The Landlord/Plaintiff may sue for possession of property and for money damages in the same action. Filing fees apply and will vary, the initial filing fee is \$291.00; \$27.00 for each additional defendant (If served by Sheriff's Department) \$50.00 for each additional plaintiff no personal checks). Please include a copy of the "Notice to Tenant" when filing an original action and lease if applicable. Counterclaims are allowed by the defendant/tenant, and there is \$17.00 filing fee for this action in District Court.

**SERVICE:** Personal service must be **attempted** for possession complaint. If unable to make personal service, may be served by posting a copy on the premises. Sheriff and process server must also mail a copy of complaint to defendant by first class mail. Title 6-6-332, *Code of Alabama* .

Complaint for money must be served in accordance with Rule 4, Alabama Rules of Civil Procedure which requires personal service by the Sheriff's office .

**ANSWER:** Seven calendar days to file an answer to complaint for possession of property. Fourteen days to file answer to money claim (if filed in the District Court).

**IF NO ANSWER FILED,** after 7 calendar days a default may be taken on possession count. Filing fee for filing for default is \$50.00. After 14 days a default may be taken on money count \$50.00 filing fee for default.

**ORIGINAL FILING NOT REQUIRED BY LAW TO BE TREATED AS A PRIORITY CASE.**

**APPEALS:** If the case is filed in the District Court, the appeal would go to the Circuit Court. Appealed cases must be **set** in the Circuit Court within 60 days. (If the case is filed in the Circuit Court, the appeal would go to the Court of Civil Appeals.) The **time** for filing an appeal is **seven calendar days** from the final order or from the ruling on a post-trial motion. A post-trial motion filed before a Notice of Appeal is filed would greatly extend the time for filing a Notice of Appeal.

Order entered by District Court Judge should set the amount of appeal bond which would be two amounts based on past due rent and accruing rent. If the District Court Judge fails to set a bond before Notice of Appeal to Circuit Court is filed, the Circuit Court Judge will set bond upon filing of a motion.

In order to stop the eviction while the appeal is pending, an appeal bond **MUST** be posted. (The bond amount is the amount of all past due rent and continuing to pay all rent as it becomes due during the pendency of the appeal). The bond money is paid to the Clerk of the Circuit Court. Affidavit of Substantial Hardship does not waive the posting of this bond to stop the eviction while the appeal is pending. If the tenant does not post a bond, it has no effect on the appeal only on his right to possession of the property.

**ENFORCEMENT OF COURT ORDER:** In order for property to be returned to the landlord, the landlord must file a writ of possession and pay a filing fee of \$17.00. A writ of possession cannot be requested until after the time for the filing of a post-judgment motion and the appeal time has expired, which is 7 calendar days from the date of the judgment in the District Court.

This information is being provided to you for the purpose of explaining the guidelines and procedures of this office in the filing of Unlawful Detainer actions in the District Court and should in no way be construed as legal advice. Should

you have any questions or need additional information, **it is recommended that you see an attorney.**

Morgan County District Court Filing Fees (11-1-2015)

SMALL CLAIMS

		Add
		<u>Base * Extra Defendant</u>
1.	Filing amount up to \$1,500	
	Personal service by Sheriff (in County)	\$96.00 * \$27.00 = \$123.00
	Personal service by Sheriff ( out of County or process server )	\$79.00
	*Service by certified mail	\$79.00
	<b>*Attach own postage--contact Post Master</b>	
2	Filing amount \$1,501 to \$3,000	
	Personal service by Sheriff (in County)	\$170.00 * \$27.00=\$197.00
	Personal service by Sheriff (out of County or process server)	\$153.00
	*Service by certified mail -	\$153.00
	<b>*Attach your own postage-- contact Post Master</b>	
3	Filing amount \$3,001 to \$6,000 (effective 8/1/15)	\$259.00 * \$27.00= \$286.00
	Personal Service by sheriff (out of county or process server)	\$242.00
	<b><u>Default for this division of Small Claims Only</u></b>	\$ 50.00 per defendant if
	<b>filed separately- at same time one filing fee of \$50.00</b>	

DISTRICT CIVIL

	<b><u>Unlawful detainer (front &amp; back- original + one copy per defendant)</u></b>	
	Filing amount \$6,001 to \$20,000	
	Personal service by Sheriff (in County)	\$291.00 * \$27.00=\$318.00
	Personal service by Sheriff (out of County or process server)	\$274.00
	*Service by certified mail	\$274.00
	<b>*Attach own postage-- contact Post Master</b>	
	Motions for Judgment, Default, Summary Judgment and <b>filed separately- at same time one filing fee of \$50.00</b>	<b>\$ 50.00 per defendant if</b>
	Motion to Dismiss	

MISCELLANEOUS CHARGES

	Additional Plaintiff	\$ 50.00
	<b>Additional Defendant Sheriff Service (in County)</b>	\$ 27.00
	Additional Defendant Sheriff Service (out of County)	\$ 10.00
	<b>*Certified mail service-Attach own postage - contact Post Master</b>	
	Subpoenas Sheriff Service (in County)	\$29.00
	Subpoenas Sheriff Service (out of County)	\$12.00
	Attachment Sheriff Service (in County)	\$47.00
	Attachment Sheriff Service (out of County)	\$ 30.00
	Executions Sheriff Service (in County)	\$ 47.00
	Executions Sheriff Service (out of County)	\$ 30.00

Garnishment- **{front & back-3 copies}**

	<b>{BASE FEE}</b>	\$ 30.00
	Party (in County) \$17.00 for each party to be served	\$17.00 effective 6/2/15
	Both parties certified--Certified Fee plus	\$ 30.00
	<b>Sheriff Service (out of County or process server)</b>	<b>NO FEE</b>
	<b>*Alias on Garnishment</b>	<b>NO FEE</b>
	Civil Contempt Warrant	\$ 39.00
	Morgan County Sheriff Service:	
	Alias, Cond/ Final Judgment, Counterclaim, Writ of Possession, Order to Appear, (in county)	\$17.00
	Appeals (must have forms correctly filed)	
	Non-Jury	\$ 288.00
	Jury	\$ 388.00

1. ALL CERTIFIED MAIL MUST HAVE COMPLETED ENVELOPES, RECEIPT CARDS WITH RETURN TO CLERK AND SUFFICIENT POSTAGE..
2. ALL INCORRECT FILINGS AND/OR FILING FEES WILL BE RETURNED FOR CORRECTION. SEPARATE CHECK (No personal check) IS REQUIRED PER FILING..
3. PLEASE INCLUDE A SELF ADDRESSED STAMPED ENVELOPE WITH ALL FILINGS and if you would like a copy for your file..
4. PLEASE RETAIN THIS COPY FOR YOUR FILE.
5. WE NEED ONE ORIGINAL FOR EACH DEFENDANT
6. FOR FORMS ONLINE GOTO THE FOLLOWING ADDRESS:  
<http://eforms.alacourt.gov>. TYPE IN YOUR INFORMATION AND PRINT.

**STATEMENT OF CLAIM  
Eviction/Unlawful Detainer**

Case Number

Sections 35-9A-101, et seq., and 6-6-310, et seq., Ala. Code 1975

IN THE \_\_\_\_\_ COURT OF \_\_\_\_\_ COUNTY, ALABAMA

v.

PLAINTIFF(S)

DEFENDANT(S)

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PLAINTIFF'S ATTORNEY (if applicable): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**COMPLAINT**

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

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

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

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

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

\_\_\_\_\_  
Clerk

Address: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff or Attorney Signature

Phone Number: ( ) \_\_\_\_\_

Attorney Code: \_\_\_\_\_

**NOTICE TO DEFENDANT(S) - READ CAREFULLY**

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



IN THE DISTRICT COURT OF MORGAN COUNTY, ALABAMA

\_\_\_\_\_  
PLAINTIFF

VS.

CASE NO. DV \_\_\_\_\_

\_\_\_\_\_  
DEFENDANT

**PLAINTIFF'S AFFIDAVIT OF OWNERSHIP**

I, \_\_\_\_\_, am the Plaintiff in this action and I do hereby swear and/or affirm that all of the following statements are true and correct.

I understand that these statements are material to this legal proceeding. I understand that a corporation, LLC or partnership is required by law to be represented by a licensed attorney in Unlawful Detainer proceedings in District Civil Court actions. I understand that this is not a Small Claims Court action. I further understand that **practicing law without a license** is a criminal offense in the Code of Alabama.

**This real property is owned by me personally and not by anyone else or any other legal entity.** The property is taxed in my name and my name is on the Morgan County tax records for this property. I pay the real property taxes on this property personally. The deed to this property is in my name. All records in the Probate Court concerning this property are listed in my name personally. I fully understand that I execute this affidavit under penalty of perjury.

**Pursuant to a federal moratorium, evictions of persons from properties secured by FHA-insured Single Family mortgages and HUD subsidized dwellings are suspended until July 25, 2020. Be signing below, the affiant is acknowledging that the subject property does not have a FHA insured mortgage and that it is not a HUD subsidized dwelling.**

\_\_\_\_\_  
Property Owner (print name)

\_\_\_\_\_  
Property Owner – Signature

SWORN TO AND SUBSCRIBED before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public/Clerk