

**NOTICE OF NON-CURABLE DEFAULT PURSUANT TO ALA CODE SECTION 35-9A-421(d), NOTICE OF TERMINATION OF THE TENANT'S RIGHT TO POSSESSION OF THE PREMISES AND TERMINATION OF RENTAL AGREEMENT AND DEMAND TO VACATE FROM LANDLORD/LESSOR**

To: \_\_\_\_\_ (Tenant(s)),  
and all unauthorized occupiers of the premises located at:

\_\_\_\_\_

You are hereby notified that due to the following violation(s) (*Landlord/Lessor's agent shall mark all that apply*) of the Alabama Uniform Residential Landlord and Tenant Act, Ala. Code § 35-9A-421(d):

\_\_\_\_\_ : **Possession or use of illegal drugs** in the dwelling unit or in the common areas;

\_\_\_\_\_ : **Discharge of a firearm** on the premises of the rental property, except in cases of self-defense, defense of a third party, or as permissible in Section 13A-3-23; **AND/OR**

\_\_\_\_\_ : **Criminal assault** of a tenant or guest on the premises of the rental property, except in cases of self-defense, defense of a third party, or as permissible in Section 13A-3-23;

and due to your breach of the lease of the above referenced premises, now occupied by you, \_\_\_\_\_ ("Landlord/Lessor") has elected to terminate your lease and your right to possession. **Your lease and your right to possession of the premises will terminate in seven (7) days on \_\_\_\_\_, 201\_\_\_\_\_.** This default is considered non-curable and you will not be given the opportunity to cure it before your lease terminates as set forth above. If you refuse to surrender possession of the premises to the Landlord/Lessor by the date set forth above, an Unlawful Detainer/Eviction lawsuit will be filed against you. The premises should be left clean and in good repair. You will be responsible for any damages and maintenance charges.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

\_\_\_\_\_  
Agent of Landlord/Lessor

Printed Name of Agent: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I, the undersigned agent of Landlord/Lessor, hereby certify that I have served a copy of the above on the date set forth above by: (a) \_\_\_\_ posting a copy on the premises *and* (b) \_\_\_\_ mailing a copy via First Class U.S. Mail with adequate postage to occupier(s) of the premises located at: \_\_\_\_\_.

\_\_\_\_\_  
Agent of Landlord/Lessor