ESCAMBIA COUNTY ALABAMA

EVICTION / UNLAWFUL DETAINER PROCEDURE

(pursuant to 35-9-1, et seq., 35-9A-101, et seq., and 6-6-310, et seq., Code of Alabama)

These *simplified procedural instructions* are a courtesy of this county's Circuit Clerk. It is important to understand the implications of self-representation, for by doing so, you are acting as your own lawyer and **YOU are accepting full responsibility** in seeing that your claim is successfully presented at each stage of the procedure until it is concluded.

PRIOR to filing an Eviction/Unlawful Detainer with the court, the landlord must give the tenant(s) a written ***Notice of Termination***. This notice may be delivered to the tenant(s), in person, by certified mail, and/or by securely posting the notice at the entry to the premises. Any of these actions must be approved and endorsed/signed by the landlord. The notice must *identify the tenant(s)*, *provide a description of the premises (full address)*, and *state the reason for the termination*, (ie: amount of monetary deficiency, violation(s) of rental agreement, or termination of tenancy).

In Alabama the reasons for a Notice of Termination are listed as follows, and the Clerk's Office offers these notices for your use, or you may draw up your own if it includes the name(s), full address, and required action to cure or reason for termination.

(form a) If the breach is for **non-payment** of rent, a seven(7) day notice is adequate. The 7 day period is counted in *business* days, *(do not count weekends or State Holidays)*. The day the notice is given is not counted.

(form b) If the breach is for **non-compliance**(s) other than non-payment of rent, a fourteen(14) day notice is required. The 14 day period is counted in calendar days, and the day the notice is given is not counted.

(form c) If the breach is for **non-compliance(s) due to certain criminal charges**, a seven(7) day notice is required. The 7 day period is counted in calendar days, and the day the notice is given is not counted.

(form d) If a **Month-to-Month tenancy** is being **terminated** by the landlord, a thirty(30) day notice is required. The 30 day period is counted in calendar days, and the day the notice is given is not counted.

*** A copy of the Notice of Termination will be required to be filed WITH ***
*** the Statement of Claim - Eviction/Unlawful Detainer form *(form C-59)*. ***

IF YOU ARE UNCERTAIN AS TO HOW TO FILE THE APPROPRIATE FORMS BEYOND THESE INSTRUCTIONS, YOU SHOULD CONSULT A LAWYER FOR ADVICE. THE CLERK AND OTHER COURT PERSONNEL ARE PROHIBITED BY LAW TO GIVE YOU LEGAL ADVICE . (per Section 34-3-6 of The Code of Alabama 1975)

ESCAMBIA COUNTY ALABAMA
EVICTION / UNLAWFUL DETAINER PROCEDURE *(continued)*

All forms referenced herein may be found at the Escambia County Clerk's Office website https://escambia.alacourt.gov *(District Civil Court Tab/Eviction Packet)* or at the Circuit Clerk's Office, 314 Belleville Avenue, Room 214, Brewton, AL 36426 .

1. IF the issue(s) have not been resolved *within the notice period*, and IF the landlord has not accepted any rent *(partial or whole)*, then the landlord may file for an Eviction/Unlawful Detainer.

If the lease is by a corporation, an LLC, an estate, or a separate legal entity, the landlord must be represented by a licensed Alabama attorney otherwise the Judge will have to dismiss the case. An individual may represent themselves (Pro Se) and file the eviction/unlawful detainer by submitting the following documents; ***(all documents must be signed and/or affidavits notarized)***

- the ***Statement of Claim - Eviction/Unlawful Detainer*** *(form C-59)* completed with full addresses,
- a copy of the ***Notice of Termination***, as it was given to the tenant(s),
- the ***Acknowledgment of Notice***,
- the ***Plaintiff's Affidavit of Ownership***,
- the ***Eviction - Affidavit for Property Owner***,
- and the filing fee of **$305.00** , which is for one(1) landlord *(referred to as the plaintiff)*, and one(1) tenant *(referred to as the defendant)*. Each additional plaintiff is $50.00, and each additional defendant is $40.00.

If the payment is by Money Order, or Cashier's Check, make it payable to the *Circuit Clerk of Escambia County, P.O. Box 856, Brewton, AL 36427*, or payment may be made by Cash (but only in person, and with exact amount). Personal checks are ***not*** accepted.

(No Evidence Is To Be Filed At This Stage.)
******ALL Evidence must be printed and presented at trial. NO cellphones allowed in Court.********

2. Once your documents are filed the Clerk will assign a **case number** which will be mailed to you. Memorize this **case number** as it is to be referenced in all verbal/written correspondence with the court.

3. The Clerk will issue service of the filed documents to the Defendant(s).
When the result of the **service** is filed with the Clerk, the Plaintiff will be notified by first class mail or by text and email if the ***Election To Receive Court Notices By E-Mail Or Text In Lieu Of First Class Mail*** *(form PS-24)* form was completed and filed with the clerk.

4. Upon being served the Defendant will have seven(7) calendar days to answer to the complaint regarding property and fourteen(14) calendar days to answer to the complaint regarding any money claims. *(note that the day of service is not counted)* For a *Non-service* return the Plaintiff may request in writing for it to be reissued by the same/different method, to the same/different address.

ESCAMBIA COUNTY ALABAMA
EVICTION / UNLAWFUL DETAINER PROCEDURE *(continued)*

5. If a response (answer) is filed, you will be notified via mail or email as requested.
Once the appropriate time *(as noted in step 4.)* has elapsed and depending upon the Defendant's response (answer) to the complaint, one or more of the following actions may take place :

Agreed -- If the Defendant files a response admitting to the allegations in the complaint, the Judge may set a hearing date or issue a Judgment in the Plaintiff's favor.

Deny ---- If the Defendant files a response denying the allegations in the complaint, the Judge will set a hearing date and all parties will be notified of this date at least ten(10) days prior.

Admit to Only Some - If the Defendant files a response admitting to only some of the allegations in the complaint, the Judge will set a hearing date and all parties will be notified of this date at least ten(10) days prior.

No Response -- If the Defendant does ***not*** file a response to the complaint, the Plaintiff may ;

(a) file a request for a court date by filing a *Motion to Set a Hearing*, for which the state does not supply a form for this action.
The filing of a motion must have the case number listed at the top, followed by what you are requesting of the court and why, then signed by the Plaintiff.
There is no filing fee for this action.

-OR-

(b) file a request for a Default Judgment for possession and/or for the monies listed on the complaint which was served.
The request for a Default Judgment incurs a $50.00 filing fee for each defendant.
A request for Default Judgment is a two(2) part process ;

(b1) complete and file an ***Application/Affidavit for Entry of Default*** (form C-25), for each defendant with the Clerk for the default to be entered by the Clerk.
(b2) complete and file an ***Application/Affidavit for Entry of Default Judgment*** (C-25**B**) with the Clerk for the Judge to consider a default judgment request.
These documents must be signed and notarized.

6. Upon the filing for a Default Judgment the Judge may issue an order in the plaintiff's favor or set the case for a hearing none-the-less. All parties will be notified of the Judge's decision.

IF YOU ARE UNCERTAIN AS TO HOW TO FILE THE APPROPRIATE FORMS BEYOND THESE INSTRUCTIONS, YOU SHOULD CONSULT A LAWYER FOR ADVICE. THE CLERK AND OTHER COURT PERSONNEL ARE PROHIBITED BY LAW TO GIVE YOU LEGAL ADVICE . (per Section 34-3-6 of The Code of Alabama 1975)

ESCAMBIA COUNTY ALABAMA
SUPPLEMENT to NOTICE of JUDGMENT
on EVICTION / UNLAWFUL DETAINER

This *supplement to the Notice of Judgment* is a courtesy of the county Circuit Clerk. It is important to understand the implications of self-representation, by doing so, you are acting as your own lawyer and **YOU are accepting full responsibility** in seeing that your claim is successfully presented at each stage of the procedure until it is concluded.

HOW TO RETRIEVE POSSESSION OF PROPERTY.

Federal law mandates an automatic-Stay of seven(7) days from the date of the judgment in state court before any action may be executed. **ONLY after the automatic-Stay of seven(7) days has fully elapsed**, can a **Writ of Possession,** be requested by the Plaintiff in writing. This writ is a court order to the Sheriff to immediately return property to the property owner.

HOW TO COMMENCE AN APPEAL IN A HIGHER COURT.

A judgment on **property becomes final after seven(7) days** from the judgment date.
A judgment for **money becomes final after fourteen(14) days** from the judgment date.
If either party is dissatisfied with the District Court's decision, with regards to property and/or money, the dissatisfied party may appeal the decision before the judgment is final by filing a Notice of Appeal (*form C-35*) with the Circuit Clerk. The Notice of Appeal must be accompanied by the appropriate filing fee, or an Affidavit of Substantial Hardship (*form C-10-CIVIL*).

REMEDIES to COLLECT ON A JUDGMENT.

The party for whom the judgment is entered in favor of (the creditor) is responsible for the collection of the judgment from the party who owes the judgment (the debtor). **The Clerk, the Court, and/or the State are NOT responsible for the collection of said judgment(s).**
The State does offer the following post-judgment processes to assist in collection of the judgment, court costs, and other monies awarded in the order. ***These processes are actionable only after the monetary judgment becomes final, which is fourteen(14) days from the date of the Order.***

Process of Garnishment (*form C-21*), which is a writ (order) to take part of a debtor's wages or other monies owed to him/her before he or she receives the money. For this action, there is a $90.00 filing fee, which may be added to the total amount to be garnished. Further instructions are available at the Circuit Clerk's Office.

Writ of Execution (*form C-20*) – is a writ (order) directing the Sheriff to seize specific property owned by the debtor, to auction the property for which the proceeds from the sale of said property are then used to pay for all or a portion of the judgment owed to the creditor. For this action, there is a $60.00 filing fee, which may be added to the total judgment amount.

****** All remedy forms may be found at https://eforms.alacourt.gov. ******

IF YOU ARE UNCERTAIN AS TO HOW TO FILE THE APPROPRIATE FORMS BEYOND THESE INSTRUCTIONS, YOU SHOULD CONSULT A LAWYER FOR ADVICE. THE CLERK AND OTHER COURT PERSONNEL ARE PROHIBITED BY LAW TO GIVE YOU LEGAL ADVICE . (per Section 34-3-6 of The Code of Alabama 1975)

ESCAMBIA COUNTY ALABAMA

NOTICE to Filer

(Eviction v Ejectment v Squatter Affidavit)

If a complaint is not filed in the correct court the Judge may have to dismiss the case, causing you loss of time and money as all filing fees are non-refundable.

Where to file an "Eviction/Unlawful Detainer" ?

(Code of Alabama, § 35-9A-101 et seq.)

An Eviction(Unlawful Detainer) may be filed with the District Civil court when the legal relationship between a property owner and an occupant is one of landlord and tenant.

Where to file an "Ejectment" ?

(Code of Alabama, § 6-6-280 et seq.)

An Ejectment may be filed with the Circuit Civil court when the legal relationship between a property owner and an occupant is NOT one of landlord and tenant. Ejectments are commonly aimed at individuals who have overstayed their welcome. (e.g., girlfriends, boyfriends, family members, friends, etc)

Where to file for a "Squatter Affidavit" ?

(Act 2024-237 and HB 182)

A Squatter Affidavit may be submitted to a law enforcement agency when an "*unauthorized entry into or remaining in a dwelling*" by an individual who does *not* have any legitimate right for occupancy, temporarily or by contract, or a person who is unknown to the property owner.

Differences in the filing process of an Eviction, an Ejectment, or a Squatter Affidavit.

An Eviction-Unlawful Detainer allows for a Summary Process, which is a legal procedure used for enforcing a right faster and more efficiently than common statutory methods. The State does offer forms, and the County Clerk does offer instructions on how to proceed.

An Ejectment does NOT allow for a Summary Process; therefore, an Ejectment is more complex to present at each stage of the case. The State does NOT offer any form and plain instructions are not offered beyond the reading and understanding of the Alabama statutes.

A Squatter Affidavit is NOT filed with the courts and is a verified testimony submitted to a law enforcement agency in the county where the property is located. You may need to visit the Escambia County Sheriff's office for more details or seek legal counsel from an attorney.

NOTHING CONTAINED IN THIS NOTICE IS TO BE CONSTRUED AS GIVING LEGAL ADVICE. PURSUANT TO THE CODE OF ALABAMA 1975, § 34-3-6, THE OFFICE OF THE CIRCUIT CLERK IS PROHIBITED FROM PROVIDING LEGAL ADVICE. THIS NOTICE IS INTENDED FOR INFORMATIVE PURPOSES ONLY.

rev. 08/2026

** IMPORTANT **

** PLEASE READ **

THE PLAINTIFF MUST PROVIDE THE COURT A COPY OF THE "**NOTICE OF TERMINATION**" (preferably *with the Certification of Service completed*) WHEN FILING THE **STATEMENT OF CLAIM, EVICTION / UNLAWFUL DETAINER** (Form C-59).

NOTICE OF TERMINATION

form (a)

Due to Nonpayment of Rent

(Pursuant to § 35-9-6, and § 35-9A-421(b), Code of Alabama 1975)

Name of Tenant(s): _____

_____

You are hereby notified that you are in noncompliance with the terms of your rental agreement for the premises located at; *(list the physical address of the rental property)*

Address:_____

_____,

for failure to pay rent. You must tender the sum of $_____ within **seven(7) business days** from the date of this notice. If this entire sum is not paid within seven(7) *business* days from the date of this notice, your lease will terminate.

If you fail to reinstate your lease, you must surrender possession of the premises without delay, otherwise, an eviction/unlawful detainer will be filed against you. Your failure to surrender possession of the premises will be deemed willful noncompliance of the rental agreement for which the owner will seek a judgment for possession of the premises, actual damages, attorney's fees and court costs.

SIGNED: _____ DATED: _____.

Signature of Owner/Agent

CERTIFICATE OF SERVICE

I, _____ hereby certify, swear, and affirm that I have on this date, _____, delivered the above notice of termination to,

_____,

the tenant(s), by the following means: |__| hand delivered, |__| posted, |__| certified mail

_____ _____

Signature of Owner/Agent Witness *(optional)*

NOTE TO LANDLORD: MAKE A COPY OF THIS NOTICE TO FILE WITH Form C-59

NOTICE OF TERMINATION

form (b)

Due to Acts/Omissions Other Than Nonpayment of Rent

(Pursuant to § 35-9-6, and § 35-9A-421(a), Code of Alabama 1975)

Name of Tenant(s): _____

_____

You are hereby notified that you are in noncompliance with the terms of your rental agreement for the premises located at; *(list the physical address of the rental property)*

Address:_____

_____,

due to a breach of the rental agreement by the following acts and/or omissions;

_____

_____.

If the breach is not remedied within **fourteen(14) calendar days** from the date of this notice, your lease will terminate. If you fail to reinstate your lease prior to this fourteen(14) day period ending, you must surrender possession of the premises without delay, otherwise, an eviction/unlawful detainer will be filed against you. Your failure to surrender possession of the premises will be deemed willful noncompliance of the rental agreement for which the owner will seek a judgment for possession of the premises, actual damages, attorney's fees and court costs.

SIGNED: _____ DATED: _____.

Signature of Owner/Agent

CERTIFICATE OF SERVICE

I, _____ hereby certify, swear, and affirm that I have on this date, _____, delivered the above notice of termination to,

_____,

the tenant(s), by the following means: |__| hand delivered, |__| posted, |__| certified mail

_____ _____

Signature of Owner/Agent Witness *(optional)*

NOTE TO LANDLORD: MAKE A COPY OF THIS NOTICE TO FILE WITH Form C-59

NOTICE OF TERMINATION

form (c)

Due to noncurable Acts/Omissions

(Pursuant to § 35-9-6, and § 35-9A-421(d), Code of Alabama 1975)

Name of Tenant(s): _____

_____

You are hereby notified that you are in noncompliance with the terms of your rental agreement for the premises located at; *(list the physical address of the rental property)*

Address:_____

_____,

Due to this breach of the rental agreement by the following acts in reference to Code of Alabama 1975, §35-9A-421(d) for which you have been ***formally charged*** with ;

(1) Manufacturing, cultivating, importing, transporting, possessing, furnishing, administering, and/or using ***illegal drugs*** in the dwelling unit or in the common areas. _____ *(check if this applies)*

(2) Illegally using, manufacturing, importing, possessing, furnishing, or ***discharging a firearm*** or firearm ammunition on the premises of the rental property, or in the common areas. _____ *(check if this applies)*

(3) ***Criminal assault*** of a tenant or guest on the premises of the rental property, or in the common areas. _____ *(check if this applies)*

You **must** surrender possession of the premises **within seven (7) days** from the date of this notice, otherwise, an eviction/unlawful detainer will be filed against you, and the owner will seek a judgment for possession of the premises, actual damages, attorney's fees and court costs.

SIGNED: _____ DATED: _____.

Signature of Owner/Agent

CERTIFICATE OF SERVICE

I, _____ hereby certify, swear, and affirm that I have on this date, _____, delivered the above notice of termination to,

_____,

the tenant(s), by the following means: |__| hand delivered, |__| posted, |__| certified mail

_____ _____

Signature of Owner/Agent Witness *(optional)*

NOTE TO LANDLORD: MAKE A COPY OF THIS NOTICE TO FILE WITH Form C-59

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NOTICE OF TERMINATION

form (d)

for MONTH–TO–MONTH (periodic) TENANCY

(Pursuant to Section 35-9A-441(b), Code of Alabama 1975)

Name of Tenant(s): _____

_____

You are hereby notified that pursuant to, state law, Code of Alabama, the month-to-month tenancy signed on, *(date of tenancy contract)* _____, for the premises located at, *(list physical address of rental property),*

Address: _____

_____,

will terminate effective, *(date of tenancy termination*)* _____, which is a * date at least thirty(30) days after the next periodic rental DUE date of , *(contractual rent due date)* _____.

If you fail to surrender possession of the premises by/before the date of tenancy termination, an eviction/unlawful detainer will be filed against you. Your failure to surrender possession of the premises will be deemed willful noncompliance of the rental agreement/notice to terminate, for which the owner may seek a judgment for possession of the premises, actual damages, attorney's fees and court costs.

SIGNED: _____ DATED: _____.

Signature of Owner/Agent

CERTIFICATE OF SERVICE

I, _____ hereby certify, swear, and affirm that I have on this date, _____, delivered the above notice of termination to,

_____,

the tenant(s), by the following means: |__| hand delivered, |__| posted, |__| certified mail

_____ _____

Signature of Owner/Agent Witness *(optional)*

NOTE TO LANDLORD: MAKE A COPY OF THIS NOTICE TO FILE WITH Form C-59

CIRCUIT COURT OF ESCAMBIA COUNTY
State of Alabama
Twenty-First Judicial Circuit

JOHN R. FOUNTAIN
Circuit Clerk

Phone: (251) 867-0225
Fax: (251) 867-0379

Courthouse
314 Belleville Ave.
P.O. Box 856
Brewton, AL 36427

_____ §
Plaintiff(s) §
v. § DV-20____-_____
_____ §
Defendant(s) §

(case number will be supplied by Clerk)

ACKNOWLEDGEMENT of NOTICE

(NOTICE TO FILER OF ACTIONS IN DISTRICT CIVIL COURT)

Under Alabama Law, a person must be a licensed Alabama attorney to represent a corporation, LLC, estate, or separate legal entity. **"A complaint filed by one other than a duly licensed attorney in these instances is a nullity, requiring that the case be dismissed."** Ex parte Ghafary, 738 So. 2d 778 (Ala. 1998)

Therefore, if you are filing a District Civil (DV) action on behalf of a corporation, LLC, estate, or separate legal entity, ***you must be a duly licensed attorney in the State of Alabama, or you must retain an Alabama attorney to file the complaint for you***; otherwise, the case will have to be dismissed and you will *lose the court costs paid*.

I acknowledge the receipt of a copy of this notice which is to be filed with the complaint and supporting documents on this the _____ day of _____, 20____.

_____
Complainant / Plaintiff / Filer *(Signature)*

State of Alabama Unified Judicial System Form C-59 Rev. 06/25	**STATEMENT OF CLAIM** **Eviction/Unlawful Detainer** **Sections 35-9A-101, et seq., and 6-6-310, et seq., *Ala. Code 1975***	Case Number DV 20____ - _____

IN THE DISTRICT **COURT OF** ESCAMBIA **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.

/S/JOHN ROBERT FOUNTAIN
Clerk

Address: P.O. BOX 856
BREWTON, AL 36427

_____
Plaintiff or Attorney Signature

Phone Number: (____) _____

Attorney Code: _____

Plaintiff's email address: _____

NOTICE TO DEFENDANT(S) - READ CAREFULLY

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

In the District Court of Escambia County, Alabama

_____	§	
_____	§	
Plaintiff(s)	§	
	§	
v.	§	DV-20___-_____
	§	*(case number will be supplied by Clerk)*
_____	§	
_____	§	
Defendant(s)	§	

Plaintiff's Affidavit of Ownership

(Complete this if you are representing yourself)

I, _____ (Print Your Name), 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.

The real property located at;_____ _____ is owned by me personally and not by anyone else or by any other legal entity. The property is taxed in my name and my name is on the Escambia 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.

_____ _____

Property Owner (Print Name) Property Owner - Signature

Sworn to and subscribed before me this _____ day of _____, 20___.

SEAL

_____

Notary Public

Eviction – Affidavit for Property Owner DV___-_____

.Please complete this affidavit and file it with your Complaint and other documents.

In regard to the real property located at;_____

1) Do you have a lease agreement? |__|Yes |__|No What date did the lease commence? _____
and are the premises used for residential purposes or commercial purposes? |__|residential |__|commercial

2) Describe the premises: |__|House |__|Apartment |__|Trailer/Mobile Home |__|LOT Only |__|Other
(describe here if 'Other':_____)

3) If "Trailer/Mobile Home" is selected…. a) Do you OWN the Trailer/Mobile Home? |__|Yes |__|No
b) Is the property rented for the LOT only? |__|Yes |__|No

4) Is your lease written or verbal? |__|Written* |__|Verbal
What is the lease term? |__|Yearly |__|6-Months |__|Monthly |__|Weekly |__|Other
(describe here if 'Other':_____)

* BRING THE LEASE TO COURT FOR THE TRIAL.

Has the Tenant's right to lawful possession of the premises been terminated? |__|Yes |__|No
How and why were they terminated?_____
Have you notified the Tenant(s) of this fact? |__|Yes |__|No
How did you notify the tenant(s) that their right to lawful possession was terminated? _____

BRING A COPY OF THE NOTICE(s) TO COURT FOR TRIAL.

Do you have evidence to support your claim for relief?	|__|Yes |__|No
Do you have letters or notes to or from the Tenant?	|__|Yes |__|No
Do you have witnesses who will testify in court?	|__|Yes |__|No
Do you have relevant photographs of the property?	|__|Yes |__|No
Do you have relevant repair bills and cancelled checks?	|__|Yes |__|No

BRING ALL OF YOUR EVIDENCE TO COURT FOR THE TRIAL.

If the reason for this dispute is unpaid rent, please list the amounts past due by month:

Month_____ Amount $_____ Month_____ Amount $_____
Month_____ Amount $_____ Month_____ Amount $_____
Month_____ Amount $_____ Month_____ Amount $_____

Total Amount Past Due at this time $_____

Do you want to recover possession of the premises or do you just want to be paid by the Tenant?

OATH – I hereby swear or affirm that all of the above statements are true and correct. I further acknowledge that it is my responsibility to make myself aware of when this case is actually set for trial and to be present and on time with all of my witnesses and evidence.

_____ _____
Property Owner (Print Name) Property Owner - Signature

Sworn to and subscribed before me this _____ day of _____, 20___

SEAL

_____
Notary Public

rev.08/2025

State of Alabama Unified Judicial System Form PS-24 Rev. 4/2018	**ELECTION TO RECEIVE COURT NOTICES BY E-MAIL OR TEXT IN LIEU OF FIRST-CLASS MAIL**	

In the District/Circuit Court of ESCAMBIA **County, Alabama**

CASE NUMBERS: _____ _____ _____

_____ _____ _____

I, _____, a party to the above listed case hereby elect to receive court notices in this matter by e-mail and/or text. I understand that by choosing notice by e-mail/text, I will not receive notice through the postal service.

I understand to cancel this election to receive notice by e-mail/text, I must do so in writing to the Circuit Clerk.

I recognize my election to receive notice by e-mail/text or to cancel that election does not affect the service due my attorney through the court's electronic filing system, or to myself if I am a registered user of the electronic filing system.

I understand that it is my responsibility to immediately notify the clerk's office should my e-mail address, phone number, or other contact information change, or if there are any other problems that would prevent receiving notice from the court.

By agreeing to receive text messages about my case, I understand that **STANDARD FEES AND TEXT MESSAGING RATES MAY APPLY BASED ON MY PLAN WITH MY MOBILE DEVICE CARRIER.** I understand that I am responsible for any such fees. I understand that the court cannot guarantee text message delivery. Text messages are merely a courtesy, and it is my responsibility to monitor my registered email address regularly for all notices.

SIGNED: _____ DATE: _____

PRINTED NAME: _____

PRINTED E-MAIL ADDRESS: (Required. Please Print Legibly)

_____@_____

CELL PHONE NUMBER: _____

CELL PHONE CARRIER: _____