

# Apartment Security

Imagine how you would feel, if someone who you cared about was brutally attacked inside their apartment unit. Imagine how you would feel if you learned that the assailant gained entry by either using an old key or by easily kicking the door open. Wouldn't you be upset? Wouldn't you want the apartment property manager punished for not acting responsibly? This is precisely why lawsuits are filed.

Starting today, take a look at all your apartment units to see if they comply with these basic security rules:

- Landlord – Always re-key or replace deadbolt locks at resident turnover
- Landlord – Always use 3" screws for strike plates on wooden doorjamb
- Always use secondary blocking devices for sliding doors and windows
- Always use anti-lift devices on sliding doors and windows
- Landlord – Always replace window screens if missing or damaged
- Landlord – Always use wide-angle 160-degree peepholes on entry doors
- Landlord – Always participate in and document a new resident walk-through
- Landlord – Always respond quickly to resident lock-repair requests

Could the Landlord be responsible for the security of your apartment – maybe!

- Smith v. Lagow Constr. & Developing Co., N.W.2d, No. 21530, 2001 WL 1816715 (S.D. Mar. 13, 2002).
- The South Dakota Supreme Court held that a landlord who maintains exclusive control over the changing of locks may be liable for criminal conduct committed by individuals who entered a tenant's apartment by using a key.
- Cain v. Vontz, 703 F2d 1279, 1283 (11thCir 1983) – Imposing liability for broken or nonexistent apartment door locks
- Braitman v. Overlook Terrace Corp., 346 A2d 76, 77 (NJ 1975) – defective deadbolt on apartment door

## Alabama Landlord Tenant Law

- Article 1 General Provisions.
  - [Section 35-9-1](#) Tenant estopped to deny landlord's title.
  - [Section 35-9-2](#) When tenant at will entitled to emblements.
  - [Section 35-9-3](#) Duration of tenancy when time for termination not specified – Generally.

- [Section 35-9-4](#) Duration of tenancy when time for termination not specified – Hiring of lodgings for indefinite term.
- [Section 35-9-5](#) Notice to terminate tenancy for term less than one year.
- [Section 35-9-6](#) Notice to quit for breach or default of terms of lease.
- [Section 35-9-7](#) Service of demand or notice.
- [Section 35-9-8](#) Notice unnecessary when tenancy is for certain period.
- [Section 35-9-9](#) Remedies extended to lessor's grantees, etc.
- [Section 35-9-10](#) Remedies extended to lessee's grantees.
- [Section 35-9-11](#) Right of landlord to enforce lien against sublessees or assignees.
- [Section 35-9-12](#) Seizure of crops upon abandonment of premises.
- [Section 35-9-13](#) Recovery of rent upon death of life tenant who has demised estate.
- [Section 35-9-14](#) Tenant responsible for sewer services bill. THIS SECTION WAS ASSIGNED BY THE CODE COMMISSIONER. THIS SECTION HAS NOT BEEN CODIFIED BY THE LEGISLATURE.
- Article 2 Liens of Landlord.
  - Division 1 Liens for Advances and Rent of Lands.
    - [Section 35-9-30](#) Lien declared.
    - [Section 35-9-31](#) Maturity of rent and advances.
    - [Section 35-9-32](#) Continuation of lien and attachment to crop of succeeding year.
    - [Section 35-9-33](#) Assignment of claim for rent and advances.
    - [Section 35-9-34](#) When lien may be enforced by attachment.
    - [Section 35-9-35](#) Affidavit and bond.
    - [Section 35-9-36](#) Issuance and return of attachment; trial; property leviable.
    - [Section 35-9-37](#) Relation between party furnishing land and party furnishing labor.
    - [Section 35-9-38](#) Failure or refusal of tenant to plant crop.
    - [Section 35-9-39](#) Levy upon crop of subtenant.
    - [Section 35-9-40](#) Subrogation of subtenant to rights, liens and remedies of landlord.
    - [Section 35-9-41](#) Right of subtenant to require attachment against tenant in chief.
    - [Section 35-9-42](#) Applicability of division to tenant in chief and subtenant.
  - Division 2 Liens for Rent of Buildings.
    - [Section 35-9-60](#) Lien declared.
    - [Section 35-9-61](#) When lien may be enforced by attachment.
    - [Section 35-9-62](#) Affidavit and bond.
    - [Section 35-9-63](#) Property leviable; priority of lien.
    - [Section 35-9-64](#) Law governing proceedings.
    - [Section 35-9-65](#) Lien, rights and remedies vested in assignee of claim for rent.
- Article 4 Use and Occupation.
  - [Section 35-9-100](#) When reasonable satisfaction may be recovered.

This has been an over looked topic for years. One of the things I recalled about growing up in an apartment is that there were many times I could tell someone had been in our apartment without authorization. Maintenance and management were supposed to let us know if they were coming in, but they rarely did. The following is a list of tips I came up with to help prevent problems of burglary, theft, or just unwanted snoops.

- The landlord will more than likely have a key to your apartment. Keep valuables locked up separately. Secure bills, mail, and other sensitive personal information in a locked desk.
- Consider a [nanny cam](#). An inexpensive camera disguised as a clock radio or some such thing can be a very valuable tool.
- When in your apartment have a [secondary locking device](#) on your apartment door that is easy to operate and undo during an emergency like a fire. Check with your landlord however, before installing anything that would be permanent.
- Chain locks are pretty much worthless – with just a little force they can be forced.
- I could also open any door that was only locked at the handle with a piece of cardboard or plastic card. Always use your deadbolt, home or not.
- A [door alarm](#) can be good, just a simple personal alarm attached to your door that will sound when the door opens. This can at least awake you up if the door is opened when you are sleeping. Of course, this is only for when you are home.
- While this trick I came up with is kind of a hack job, it actually works pretty good in practice. If you suspect unwanted visitors when you're away, take a strip of tin foil, as smooth as possible, and place it under a door mat kept on the inside of the door. Anyone stepping on the mat will leave an impression. At worst you'll know someone was there, at best you might even get an identifiable imprint.
- Of course, all normal safety practices still apply to an apartment.
- Sliding glass door are always a problem. The solution is quite simple, cut a broom handle and lay it in the door track to jam the door closed.
- Keep alert, be safe.