Community
Legal Services

1952 70 YEARS 2022

Arizona Tenants' Rights And Responsibilities Handbook

A Guidebook from Move-In to Move-Out Including Sample Forms

LSC America's Partner for Equal Justice
LEGAL SERVICES CORPORATION

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Introduction:

This handbook explains some of your rights and obligations as a residential tenant in Arizona.
THIS HANDBOOK IS NOT A SUBSTITUTE FOR LEGAL ADVICE.

All information in this handbook comes from The Arizona Residential Landlord and Tenant Act (revised August 2018). You can get a free copy of the Act from https://housing.az.gov, or you can look up the Act in the Arizona Revised Statutes (A.R.S. §§ 33-1301 to 33-1381), which is available in the reference sections of most public libraries or law libraries in the state.

The Landlord/Tenant Act and this handbook do NOT apply to the following:

1. Rented mobile homes (except where both the trailer and lot are rented from the same person or company);
2. Vehicles covered under the Recreational Vehicle Long Term Rental Space Act at A.R.S. §§ 33-2100 to 33-2148;
3. Public housing projects or public institutions;
4. Property bought under a sales contract;
5. Hotel, motel, or recreational lodging;
6. Rental unit provided by a landlord in exchange for work as a manager or custodian; or

See other exclusions found in A.R.S. § 33-1308.

Importance of Written Notices

This handbook will refer to giving “notice” to your landlord. Samples of notice forms (Form A, Form B, etc.) can be found in the back of the handbook. You may use these sample forms or write your own.

You should make all requests in writing, and keep a copy of all notices and demands for your records. Any notice you give to your landlord should be hand-delivered or mailed by certified mail with a return receipt requested.

You are entering into a legal contract with the landlord when you rent. You both will have legal rights and obligations. The Landlord/Tenant Act requires both parties to uphold their parts of the agreement.

Part One: Moving In

I. **Choosing a Rental Unit**

A. Make sure the rental unit fits your needs and your budget. Failure to pay rent in full causes most evictions, so make sure you can afford to pay the rent on time.

B. Review the rules about such things as pets, parking, and overnight guests. Make sure that you can follow them. Not following the rules could result in an eviction.

C. Find out whether you or your landlord is responsible for the utilities, including water, gas, and electricity. (For more information see A.R.S. § 33-1314.01)

1. If a landlord charges you separately for utilities, the rental agreement should explain how the landlord calculates your bill.

2. The landlord may only charge you for the utilities you actually use, and a fee for administrative costs. The landlord may not charge you for any utilities used by other renters.

D. Understand that a landlord cannot refuse to rent to you because of your race, color, national origin, sex, familial status (whether you have children), religion, or disability. Depending where you live in Arizona, you may have additional protections.

1. A landlord also cannot charge you more or make you follow different rules than other tenants for any of these reasons.

2. If you think a landlord is discriminating against you for one of these reasons, contact your local City Attorney's Office, the Civil Rights Division of the Arizona Attorney General's Office, or the U.S. Department of Housing and Urban Development (these numbers can be found in the blue pages of the telephone book or online at: www.azag.gov/civil-rights and www.hud.gov).

E. Understand that a landlord cannot refuse to rent to you because you have children, unless the rental property is housing for older persons as defined in A.R.S. § 41-1491.04.

II. **Security Deposits (For more information, see A.R.S. § 33-1321)**

A. Find out if the rental agreement requires a security deposit and/or cleaning deposit. If so, find out the amount of the deposit required, and whether it is refundable when you move out. The rental agreement must state the purpose of all nonrefundable deposits. Make sure you receive a receipt when you pay your security deposit.

B. A landlord cannot require a security deposit that is more than one and one-half times the monthly rent. In addition, the landlord can charge you a reasonable charge for cleaning or redecorating if it is specifically stated in your rental agreement. A landlord may not change the amount or purpose of the security deposit after you have signed a rental agreement.

C. You can ask for your security deposit back when you move out. Your landlord may subtract unpaid rent and repair costs from the deposit. You have 60 days from the time your landlord mails the itemized list of deductions and refund to dispute the amount refunded. (See Part Seven (IV) "Requesting the Return of Your Security Deposit".

III. Signing a Rental Agreement (For more information, see A.R.S. §§ 33-1314, 33-1315 and 33-1322).

A. You have a right to a signed written copy of your rental agreement. Read all parts of the rental agreement. Make sure that the rental agreement includes the following information:

1. Names, addresses, and phone numbers of both owner and manager;
2. Location and unit number of the rental unit that you are renting;
3. Rent amount, when rent is due, and the manner of payment;
4. Who is responsible for paying utilities (electricity, gas water, etc.);
5. Amount of the security deposit, cleaning, or redecorating deposits, if any, and whether the deposits are refundable or nonrefundable;
6. Length of the rental agreement;
7. Rules and regulations for landlords and tenants, if any (this may include homeowner's association rules); and
8. The names of the people allowed to reside in the rental unit.

B. When you sign the rental agreement, you are agreeing to the full stated term. If you choose to move out before the term ends, you may still have to pay the rent until the rental agreements ends or a new renter signs an agreement to rent the rental unit. You may also be charged a fee for breaking your rental agreement. Additionally, if your rental agreement contained concessions (incentives in your rental agreement such as first month free rent or reduced monthly rate), you may be required to pay those amounts to the landlord if you break your rental agreement.

C. You must be truthful on your rental application. If you lie, the landlord may try to evict you.

D. Your landlord must also tell the truth. If your landlord lies about important information such as your unit number, rules, fees, or utility services, you may have options and rights under the Arizona Residential Landlord & Tenant Act.

E. Oral Lease Agreements

1. Agreements to rent for one year or more must be in writing (see "Signing a Rental Agreement," above).
2. If you have an oral agreement, it can be week-to-week or month-to-month. Terms and conditions are negotiable from one term to the next.

IV. **Moving In**

A. Walk-Through (For more information, see A.R.S. §33-1321(C))

1. First, inspect the rental unit for problems by doing a “walk-through” and filling out a damage checklist. If the landlord does not provide a checklist, use Form A in this handbook.

2. Check to see that everything is working. Try to have the walk-through with the landlord or manager present. If the landlord or manager is not available, inspect the home yourself and make note of damage or needed repairs. Date the completed checklist and ask the landlord to sign it. Give a copy to the landlord and keep a copy for your records.

3. You may also wish to take photos to document any existing problems at the time of the walk-through. Keep these with your records.

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Part Two: Your Fair Housing Rights

A. Understand that a landlord cannot refuse to rent to you because of your race, color, national origin, sex, familial status (whether you have children), religion, or disability. Depending where you live in Arizona, you may have additional protections.

B. A landlord also cannot charge you more or make you follow different rules than other tenants for any of these reasons.

C. If you think a landlord is discriminating against you for one of these reasons, contact your local City Attorney's Office, the Civil Rights Division of the Arizona Attorney General's Office, or the U.S. Department of Housing and Urban Development (these numbers can be found in the blue pages of the telephone book or online at: www.azag.gov/civil-rights and www.hud.gov).

D. Understand that a landlord cannot refuse to rent to you because you have children, unless the rental property is housing for older persons as defined in A.R.S. § 41-1491.04. For more information, see A.R.S. § 33-1317.

E. If you have a disability, you can request a reasonable accommodation from your landlord to change a policy or procedure because of your disability. The accommodation requested must be necessary and reasonable and related to the disability.

F. Also, if you have a disability, you can request a reasonable modification (change to physical structure) to the dwelling unit. For example, reasonable modifications may include grab bars in the bathroom or ramps to doors. However, in most situations, you will be responsible for paying for these modifications and returning the rental unit to its original condition when you move it.

> Under Fair Housing law, service animals are considered reasonable accommodations and are not subject to pet policies.

Part Three: Your Responsibilities

I. **Paying Rent**

A. You must pay your rent in full and on time. Inability to pay rent because of job loss, financial hardship, or medical problems will not stop an eviction. Even if your landlord does not make repairs, you still need to pay your rent.

If you have a problem paying your rent on time, try talking with your landlord first. The landlord may be willing to work with you regarding payments; however, you are still responsible for paying all of the rent you owe. If you do work out a different payment agreement, get the agreement in writing signed by the landlord. The landlord is not required to give you more time or make special payment arrangements with you. **(See Part Twelve "Evictions".)**

B. Your landlord is not required to accept partial payments.

II. **Maintaining the Rental Unit. (For more information, see A.R.S. § 33-1341.)**

A. You must obey all health and safety provisions of the building codes.
B. You must keep the home clean and safe.
C. You must dispose of trash in a clean and safe manner.
D. You must keep all plumbing clean.
E. You must use the facilities in a reasonable manner, including electrical, heating, air conditioning, plumbing, appliances, and elevators.

F. You must notify the landlord if a repair needs to be made. (For more information regarding maintenance and repair requests, see Part Five "Landlord's Failure to Maintain Rental Unit".

G. You must not negligently or deliberately damage any part of the property or let any guest cause damage or you may be held responsible for those damages.

H. You and your guests should not disturb your neighbors' peaceful enjoyment of the premises.

III. **Access (For more information, see A.R.S. §§ 33-1343 and 33-1376).**

A. Your landlord has a right to enter at reasonable times to make necessary or agreed-upon repairs or alterations, to supply necessary or agreed-upon services, to inspect the home, or to show the home to pro spective or actual purchasers, lenders, tenants, workers, or contractors.

B. If the landlord wishes to enter for one of these reasons, he must give you two days' (48 hours) notice.

C. Your landlord only has the right to immediate entry in an emergency, or by court order.

D. A request to your landlord for repairs gives your landlord permission to enter your rental unit to make those specific repairs.

E. If your landlord enters your home without proper notice, at an unreasonable time, or in a harassing manner, you can file for an "injunction" to stop him from doing it again, and you may recover actual damages equal to at least one month's rent. (Refer to Form I, and see Part Six "Taking Legal Action Against Your Landlord".

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Part Four: Your Rights

I. Your Landlord Must Provide a Habitable Rental Unit
(For more information, see A.R.S. § 33-1323, 33-1324, 33-1362(B))

A. Arizona law requires that the landlord do the following:

1. Meet the requirements of local building and health codes regarding the condition of your rental agreement;

2. Make repairs necessary to keep the home in a fit and habitable condition;

3. Keep shared areas, such as hallways and playgrounds, clean and in a safe condition;

4. Keep all the electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances that are supplied by the landlord, in safe and working order;

5. Provide and maintain containers for the removal of trash and provide for the removal of the trash from the containers;

6. Supply running water and reasonable amounts of hot water, heating, and air conditioning or cooling, unless these services are exclusively controlled by you and supplied by a direct public utility connection.

B. For some services, you and the landlord can make a good-faith, written agreement for you to be responsible for specific repairs and maintenance duties. This agreement must include that you get some kind of compensation, such as reduced rent. However, the landlord cannot make this agreement in order to avoid his obligations under section A(1) and A(2) above.

C. If you believe the landlord has violated any of his legal responsibilities, refer to Part Five “Landlord’s Failure to Maintain Rental Unit”.

II. **Retaliation (For more information, see A.R.S. §33-1381)**

A. If you assert your right to decent and safe housing (such as by complaining to your landlord or to a government agency) or if you join a tenants’ organization, the landlord cannot retaliate against you.

1. Examples of retaliation include increased rent, eviction, threatening to evict you, or reduction of services to you within six (6) months of your actions.

2. This does not prohibit your landlord from taking actions against you if you do not pay your rent, or if there is a violation of your rental agreement. At the end of your rental agreement, the landlord always has a legal right not to renew the rental agreement and does not have to provide you a reason for this decision. However, the landlord may not refuse to renew your rental agreement for an unlawful discriminatory reason. (For more information, see Part Two “Your Fair Housing Rights”).

III. **Illegal Lock Outs and Turning Off Services (For more information, see A.R.S. § 33-1367)**

A. Your landlord cannot lock you out without a court order or take any of your personal belongings. If your landlord has done this, call the police.

B. Your landlord cannot unlawfully turn off essential services such as electricity, water, or heat. This is true even if you are behind in rent.

C. If your landlord locks you out without a court order, removes your personal property, or turns off any of these services, notify him in writing that he is in violation of Arizona law and that he must allow you back in the home, return your property, and/or restore the services.

1. For unlawful lock-out, refer to Form H;

2. For unlawful seizure of property, refer to Form F.

3. For unlawful utility shut-off, refer to Form E.

D. If your landlord has done any of these things, you may sue him for an amount up to two months' rent or twice your actual damages, whichever is greater. (See Part Six "Taking Legal Action Against Your Landlord".

Part Five: Landlord's Failure to Maintain Rental Unit

I. **Landlord's Failure to Provide Essential Services. (This section is very important to tenants. Because the law is complicated, not every option and requirement is listed below. Tenants should review the law and speak with an attorney before taking these options. For more information, see A.R.S. § 33-1364)**

A. If your landlord fails to supply running water, gas, electrical service, hot water, heat, air conditioning or essential services, you must give reasonable notice to your landlord and then you may have the following options:

1. While the landlord is failing to provide the essential service, obtain reasonable amounts of the service and deduct the actual, reasonable costs from your rent;

   For example, if you have to buy reasonable amounts of water because there is no running water, after giving reasonable notice to the landlord, save your receipts and subtract the cost of the water from the next rent payment;

2. Sue your landlord for damages based upon the reduced rental value;

3. While the landlord is failing to provide the essential service, obtain reasonable substitute housing. You will not have to pay for rent during this time. Your landlord may be required to pay a portion of your reasonable substitute housing.

B. Keep copies of all written notices that you give to the landlord and all receipts and documents, including those you receive from the landlord.

C. Although you are not required to give written notice to the landlord. It is best to have proof (for example, a witness) that your landlord had notice about the violations.

II. **Landlord's Failure to Make Repairs (For more information, see A.R.S. § 33-1361**

A. If your landlord fails to maintain the rental unit, you may give the landlord written notice specifying the problems. (See Form B).

B. If your landlord does not fix the problems, you have three options:

1.You can terminate the lease if the landlord fails to correct the breach. (See II(C) below).

2. You can sue your landlord for damages.

3. You can go to Superior Court and seek injunctive relief to make the landlord correct the breach.

C. To terminate the rental agreement, you must inform your landlord that if the problems are not fixed within ten (10) days of the notice your rental agreement will terminate. (See Form B.)

D. If the needed repairs involve serious health and safety matters such as electrical problems or outside doors that do not lock, you must follow the same procedure above, but you can demand that the landlord make the repairs in five (5) days (See Form C).

E. If your landlord does nothing to repair the home within ten (10) days or, for health or safety issues, five (5) days, after getting your notice, you may terminate the lease and move out.

F. If you cannot move out, you may file a lawsuit asking the court to force your landlord to do the repairs; you will also be able to sue for damages. (See Part Six "Taking Legal Action Against Your Landlord".

G. If the issue requires a repair that will cost less than $300, or an amount up to one-half of your monthly rent, you may hire a licensed contractor to make the repair at the landlord's expense. (See A.R.S. § 33-1363). You must follow these steps:

1. Give your landlord a written notice as described above, but you must include in the notice that you are going to make the repairs yourself at your landlord's expense if your landlord does nothing within the time you give him. (See Form D-1.) You must generally give your landlord ten (10) days to make the repairs, but the time to make repairs can be less in the case of an emergency.

2. Before you do anything else, you must wait until the end of the ten (10) days (or less in the case of an emergency) to allow your landlord the time to make the repairs.

3. After the notice time has passed, you may hire a licensed contractor to make the repairs. The contractor must be licensed for you to hold the landlord responsible for the repair costs.

4. Pay the licensed contractor and get an itemized bill showing what you paid for, and have the contractor sign a "waiver of lien." (See Form D-2.)

5. Next, give your landlord a notice that states that the repairs are complete, attach copies of the itemized bill and the waiver of lien to the notice, and state that you will subtract the cost of the repairs from your next month's rent. (See Form D-3.)

6. You must complete each of these steps before you can subtract the repair cost from your rent.

H. The above procedures only apply when the landlord has failed to comply with legal duties or promises in the lease. If you, a family member, or one of your guests causes damage, you must talk to the landlord about how to remedy the situation. If you are at fault, you may be responsible for the full cost of repairs.

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Part Six: Taking Legal Action Against Your Landlord

I. **Complaints in Court**

A. Complaints about Habitability Issues (Part Five above)

1. You may file a Complaint in court against your landlord if, as explained in Part Five above, you have given him notice and a chance to fix the problem, and he has failed to correct the problem or continues to violate your rights.

2. Your Complaint may ask the court to make the landlord pay for damages, make the landlord stop violating your rights or make the landlord do repairs.

3. If you want to take your landlord to court, you must file your Complaint within one year of the date your landlord violated the law.

B. Below are statutory claims under the Landlord Tenant Act. You may have other claims that do not arise from the Landlord Tenant Act.

1. Ouster – A.R.S. § 33-1367. If your landlord unlawfully locks you out of your rental unit or intentionally stops providing electric, gas, water, or other essential services you can do the following:

a. Recover possession of the rental unit

b. Terminate the rental agreement (landlord must return your security deposit as required by the law)

c. Sue or counterclaim for an amount not more than 2 month's rent or twice the actual financial harm you suffered, whichever is greater.

2. Abuse of Access – A.R.S. § 33-1376(B). If your landlord does one of the following:

a. Enters your rental unit unlawfully (usually this means not providing proper notice of his intent to enter the rental unit),

b. Enters lawfully in an unreasonable manner; or

c. Makes repeated demands for entry that unreasonably harass you.

You can do one of the following:

d. Obtain injunctive relief (get the court to order your landlord to stop); or

e. Terminate the rental agreement.

In addition to the above, you can also sue for actual damages not less than an amount equal to one month's rent.

3. Retaliation – A.R.S. § 33-1381. If, in the past 6 months, you complained to your landlord or a government agency charged with code enforcement about habitability issues materially affecting health and safety, and then your landlord did any of the following, you may be entitled to damages.

   a. Landlord increased rent

   b. Landlord decreased services

   c. Your landlord filed an action for possession (eviction action)

   d. Your landlord threatened to bring an action for possession

   Damages are the same as those found in A.R.S. § 33-1367. See Ouster above.

4. Landlord's Failure to Deliver Possession – A.R.S. § 33-1262. If your landlord fails to give you physical pos session of the rental unit at the beginning of the lease, you do not have to pay rent until you get access to the rental unit and can do one of the following:

   a. Give your landlord at least five days' notice and terminate the rental agreement. If you do this, your landlord must return your security deposit and any prepaid rent.

   b. File a lawsuit against the landlord or another party wrongfully in the rental unit.

If your landlord gives you a rental unit that is not in fit and habitable condition (see A.R.S. § 33-1324 and Part Four above), you still have to pay rent, but you can take the steps outlined in A.R.S. § 33-1361 (see Part Five (II) above).

In some cases, you can be awarded damages by a court (see A.R.S. § 33-1362(C)).

5. Landlord's failure to Return Refundable Security Deposit – A.R.S. § 33-1321(D). Your landlord is allowed to use your refundable security deposit to pay for damages to the rental unit caused by you, members of your household, or your guests. Your landlord can also use your refundable security deposit to pay unpaid rent or charges specified in a written rental agreement. To get your refundable security deposit back, you must do all 3 of these things:

   a. Terminate the tenancy. This usually means that the rental agreement has reached the end of its term, but a rental agreement can be cancelled other ways. This includes a court ordered eviction.

   b. Return the rental unit to your landlord. This generally means giving your landlord all of the keys to the rental unit.

   c. Demand your refundable security deposit. (See Form K)

Once you have done all of the above, your landlord has fourteen (14) days (not including weekends and holidays) to send you a list of any deductions from your refundable security deposit and any part of your refundable security deposit after deductions. Your landlord is required to mail the list of deductions and refund to your last known address unless you make other arrangements in writing in advance.

If you do not agree with the list of deductions or the amount of the refund, you must dispute the deductions or the amount due and payable to you within sixty (60) days after the itemized list and amount due are mailed as required by law. If you do not dispute the amount due to you within 60 days of when the list of deductions was mailed to you, the itemized list with any amount due is considered valid and final and any claims you have against your landlord related to the security deposit are waived. (See Form L)

If your landlord fails to send you the list of deductions and refund as above, you can sue your landlord to recover the amount due and damages of twice that amount due. See Part II below about choosing the propert court.

6. Diminution of Fair Rental Value of the Rental Unit – If your landlord deliberately or negligently fails to provide running water, gas or electrical service, reasonable amount of hot water, heat, air conditioning or cooling (where units are installed), or essential services you can ask the court for a return of part of the rent you have paid. In other words, because your landlord failed to supply one or more of the above, your rental unit was not worth what you were paying for.

This statute requires that you first give your landlord reasonable notice about the problem.

II. **Choosing a Court:**

A. For damages that exceed $10,000, or for injunctions, you must file your complaint in Superior Court.

1. For Maricopa County, you may access forms and instructions on the Superior Court website at http://www.superiorcourt.maricopa.gov/SuperiorCourt/CivilDepartment/.

2. The Superior Court Law Library can also supply you with forms and references to help you write your complaint.

3. You must go to the court's Civil Complaints window to file your complaint, pay necessary fees or receive a fee deferral, and then pay a process server or receive a fee deferral, and serve a summons and complaint your landlord. See Fee Deferrals below.

B. For damages $10,000 or less and you do not need injunctive relief, you must file your Complaint in your local Justice Court.

1. Contact your county's Superior Court for a listing of Justice Courts and their locations or in Maricopa County, you can use the prescient locator at https://recorder.maricopa.gov/pollingplace/getdistrict.aspx.

2. For Maricopa County, you may access this information at http://justicecourts.maricopa.gov/. You can download a form Complaint online using the "Forms" link.

3. You must go to the local Justice Court to file your complaint, pay necessary fees or receive a fee deferral, and then pay a process server or receive a fee deferral or pay to serve a summons and complaint upon your landlord. See Fee Deferrals below.

4. The Justice Courts can award money damages only. They cannot order injunctions.

C. For damages less than $3,500, you may file your Complaint in the Small Claims Division of the local Justice Court. The Small Claims Division is the cheapest and fastest method for handling your case.

1. You would follow the same procedure as you would for Justice Court, using “small claims forms” instead of “civil forms.”

2. Small Claims Courts have the following restrictions:
   a. Neither party will get to use an attorney.
   b. Neither party will get to appeal the Court’s decision.
   c. The landlord may request that your case be transferred into Justice Court and retain an attorney.
   d. Small Claims Courts are for money damages only. They do not order injunctions.

III. **Writing the Complaint:**

A. Injunctions

1. An injunction is an order from the court to your landlord to do something (such as make repairs), or not do something (such as not enter your home without permission).

2. Only the Superior Court can issue injunctions; the Justice Courts and the Small Claims division cannot.

3. State on the Complaint that you are asking for an injunction. You may also request Damages (see below).

B. Damages

1. Damages can include such things as the costs of staying at a motel while your rental unit is not livable, damage to personal property, the decreased value of the home during the time you went without necessary services or repairs or amounts allowed under the Arizona Residential Landlord & Tenant Act.

2. If you want the court to award you damages, you must explain the amount of your losses and why your landlord is responsible for those losses in your Complaint.

C. Whether requesting an injunction, damages, or both, briefly state (1) the problem, (2), what you want the court to do, and (3), why you think the court should rule in in your favor.

IV. **Fee Deferrals and Waiver.**

Individuals who are low income may qualify for a fee deferral or waiver. Fee deferrals are temporary postponements of the court fees. Fee waivers are permanent. Some individuals receive a fee deferral at the beginning of a case and then receive a waiver at the end of the case. In order to receive fee deferrals or waivers, individuals must file applications with the clerk at the same time and place you file your complaint. Contact your local justice court or superior court in order to get copies of the applications.

Part Seven: Ending the Rental Agreement

I. **Notice of Non-Renewal (For more information, see A.R.S. § 33-1375)**

A. You or your landlord may decide not to renew the rental agreement; no reason is necessary.

B. If you have a written rental agreement, you should look through it to see how and when to give your landlord notice that you do not plan to renew the rental agreement. Some rental agreements may automatically renew or become month-to month rental agreements if you fail to give this notice. If you do not have a written rental agreement, or if your rental agreement does not tell you what to do, it is best to provide at least 30 days' notice as described below.

C. If your rental agreement is month-to-month, to terminate your rental agreement, you or the landlord must give the other written notice at least thirty (30) days before the end of the last month you plan to live in the home. This means you must give notice in the month before the month you want to leave.

• This means that you cannot plan to move out in the same month you give notice. For example, if you normally pay rent the first of the month and you want to move out by the end of May, you should give the landlord your 30-day notice before May 1. If you don't give your notice until May 1 or after, then your rental agreement will not terminate until the end of June and you will be responsible for June's rent.

D. If you rent week-to-week, you or the landlord must give the other at least ten (10) days written notice before the date you intend to move out. If the notice is less than ten days from the end of the next week, the rental agreement cannot terminate until the end of the following week.

II. **Final Walk-Through – For more information, see A.R.S. § 33-1321(C).**

A. After receiving notice or giving the landlord notice that you do not intend to renew the lease, schedule a time after you have moved your belongings but before you turn in the key for the landlord to join you on a walk-through inspection of the home.

B. It is important to use the copy of the completed walk-through checklist you used when you moved in to compare the condition of the home. This allows you and the landlord to decide if you owe any money for damages. You should keep a copy of the completed walk through check list signed by the landlord for your records.

C. You should take pictures of the rental unit to keep for your records in case any dispute should later arise over the return of your security deposit.

III. **Moving out.**

A. Remember to leave the rental unit in the same or better condition as when you moved in. If you damage the rental unit or left it unclean, your landlord may charge you for cleaning or repairs he has to do after you move.

B. Be sure to return your keys to the landlord on the day you move out of the rental agreement. If you decide to mail your keys to your landlord, then you should send them via certified mail, in a padded envelope to ensure that the keys do not tear through the envelope. If you give your landlord the keys in person, request that your landlord sign a receipt showing that you returned the keys.

C. Submit a request to have your mail forwarded with the US Postal Service.

IV. **Requesting the Return of Your Security Deposit. For more information, see A.R.S. § 33-1321.**

A. You can request the return of your security deposit when you move out. You should make your request in writing and include an address where the landlord can send the money or response. (See Form K)

B. The landlord must respond within fourteen (14) days, not counting Saturdays, Sundays, and legal holi days. (Add five (5) days if you mail the request).

C. Your landlord must return the refundable security deposit to you or he must give you a written list of the deductions he made (such as for unpaid rent and repairs) along with a payment of any remaining money.

D. If you do not agree with the list of deductions or the amount of the refund, you must dispute the deductions or the amount due and payable to you within sixty (60) days after the itemized list and amount due are mailed as required by law. If you do not dispute the amount due to you within 60 days of when the list of deductions was mailed to you, the itemized list with any amount due is considered valid and final and any claims you have against your landlord related to the security deposit are waived. (See Form L)

E. If the landlord does not respond to your written request or if you disagree with any charges, you may sue for the return of your deposit plus twice the amount wrongfully withheld. (See Part Six "Taking Legal Action Against Your Landlord".) You will need to prove in court that the landlord owes you this money.

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Part Eight: Subsidized Housing

If your rental assistance is subsidized, you have additional rights and requirements. Types of subsidized housing include Section 8 Housing Choice Vouchers, Section 8 Project Based Vouchers, Rapid Rehousing, Section 8 Moderate Rehabitation, Affordable Housing, Low Income Tax Credit and Housing for Persons with Aids. Information about Public Housing is not included in this handbook, but can be found here: http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph or by contacting your local public housing agency. A list of AZ PHAs can be found here: https://www.hud.gov/program_offices/public_indian_housing

1. You should check your rental agreement and with the office that handles your subsidy for information about your subsidized housing.

2. For all subsidized housing, you are still required to pay the portion designated as "Tenant's Rent." In some instances, the tenant's portion of rent can be zero.

3. A landlord cannot evict a tenant if a third party has not paid its portion of the rent and the tenant pays their part.

4. A tenant can still be evicted if the landlord knows the tenant violated their lease and accepts a payment that comes from a third party who has a contract with the landlord and is a government agency, housing authority, agent for government agency/housing authority, or agent of a for-profit organization. However, the tenant cannot be evicted if the payment came from a faith-based organization, community action agency or non-profit.

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Part Nine: Rights of the Military to End the Rental Agreement

(For more information, see 50 U.S.C. § 535)

A. A military member or military member's family may break his or her lease if there is a Permanent Change of Station or deployment of at least 90 days.

B. To end a rental agreement under this law, the military member must give the landlord written notice and a copy of the orders.

C. The notice may be served on the landlord in person or by certified mail, return receipt requested.

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(For more information, see A.R.S. § 33-1318)

I. **Changing the locks**

If you are a survivor of domestic violence or sexual assault, you may require the landlord to rekey existing locks or replace the locks with equal or better locks.

A. You must pay the cost of the rekey or installation.

B. The landlord has a right to keep a key to rekeyed or new locks, and to deny a key to any person named in a protective order or law enforcement report, other than the victim.

C. The landlord shall also deny access to those named in a protective order to retrieve property without a police officer or other law enforcement escort.

II. **Breaking your rental agreement because of domestic violence or sexual assault**

A. You may terminate a rental agreement early if you are a victim of domestic violence or sexual assault that happened in the rental unit and you are trying to move due to a recent act of violence.

1. To terminate your rental agreement because of domestic violence or sexual assault, you must give your landlord written notice within thirty (30) days following the incident. If you wait more than 30 days, you may only break the rental agreement if the landlord is willing to waive this time limit. (See Form M)

   a. The notice must state that you are:

      A victim of domestic violence, which is defined as a person who is a victim of a dangerous crime, committed by someone they were married to, had a child with, or is related to through marriage or blood. (A.R.S. § 13-3601); or

      A victim of a sexual assault that occurred in your rental unit, which is defined as “a person commits sexual assault by intentionally or knowingly engaging in sexual intercourse or oral sexual contact with any person without consent of such person.” (A.R.S. § 13-1406).

   b. In the notice, you must request that you be released from the rental agreement.

   c. Unless you and the landlord agree upon a later date, the notice must contain a date to vacate that is no later than thirty (30) days after you give notice.

2. In addition to the notice, you must attach one of the following:

   a. A copy of a protective order issued by a court; or

   b. A copy of a police report that states you notified the police that you were a victim of domestic violence or sexual assault.

3. Your landlord may request that you provide the name and address of the person named in a protective order or report.

4. If you have a protective order, your landlord may also request a receipt or signed statement that a copy of the order has been given to a police officer to be served on the defendant.

B. Once you have given the above notice, you must pay rent and any other charges or bills owed through the date of move-out.

C. As long as the notice of breaking your rental agreement meets the requirements explained here, your landlord cannot keep your deposit or charge you other fees or penalties because you moved out early. But, just like any other move-out, if you leave any damages, the landlord may first apply the security deposit to the cost of repairs.

D. If the report or protective order is valid, the person who is named in the order or report, whether that person is part of the rental agreement or not, may be responsible for all additional charges or money losses that result from your early cancellation of the rental agreement.

E. Effect of Early Cancellation of the Rental Agreement on Multiple Tenants

1. If you cancel your lease under this section and your rental agreement includes other tenants, the lease for the other tenants will also be cancelled and they may be released from any obligation to pay rent on the remaining months of the rental agreement.

2. Additional tenants can enter into a new rental agreement with the landlord if they want to continue renting the property after the original rental agreement has been cancelled.

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Part Eleven: Breaking Your Rental Agreement

I. **Early Termination – Not for Domestic Violence.**

A. If you move out before your rental agreement ends, your landlord may charge you for the remainder of the rental agreement until he re-rents the rental unit if allowed in your rental agreement. Your rental agreement may also state that your landlord can charge you a set amount for breaking the rental agreement.

B. If you choose to break your rental agreement, you should still do a move-out walk-through and take pictures of the rental unit in order to prevent your landlord from making false claims about damages to the rental unit.

II. **Abandonment (For more information, see A.R.S. § 33-1370)**

A. Abandonment means either:

1. You leave the rental unit without notice to the landlord for at least seven days; and
   a. You have not paid your rent for at least ten days after it is due; and
   b. There is no evidence you are living in the rental unit besides your property.

OR

2. You leave the rental unit for at least five days; and
   a. You have not paid your rent for at least five days after it is due; and
   b. None of your personal property is in the rental unit.

B. Landlord's obligations

1. The landlord must provide written notice to you that he believes the rental unit is abandoned by certified mail, return receipt requested, to both the last known address of the tenant and any other known ad dress. Also, the landlord must post the notice on the door of the rental unit for five days.

2. The landlord can retake possession of the rental unit five days after the notice has been both posted and mailed. If this happens, any security deposit is forfeited.

3. After the landlord has retaken possession of the rental until he must store your possessions for fourteen (14) days. The landlord does not have to store your perishable items, plants, and animals. The landlord may throw away perishable items or items that are contaminated or pose a health and safety risk. Animals have to be taken to a shelter, boarding facility, be cared for by the landlord, or the landlord can call animal control. The landlord must tell you where your property is being held. After 14 days, the landlord may donate your personal property to a charitable organization or sell your property. Your landlord may dispose of any of your personal property if he reasonably determines that the value is so low that the cost of moving, storing, and selling the property is more that the amount that would be received at a sale. If the landlord sells your property, the landlord can apply the money received to any rent or monies owed. He must then mail any extra funds to you at your last known address.

4.You will need to pay for storage and moving costs to get most items back. Items that you can get back without having to pay fees first are listed in A.R.S. § 33-1370(F).

If your landlord does not follow the law, you can file a complaint in court against your landlord. (See Part Six, Taking Legal Action Against Your Landlord).

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Part Twelve: Evictions

THE LANDLORD CAN EVICT YOU IF S/HE CAN SHOW YOU VIOLATED RENTAL AGREEMENT.

I. **Violations of the Rental Agreement (For more information see A.R.S. § 33-1368)**

A. Not paying rent. (For more information see A.R.S. § 33-1368(B))

1. If you do not pay your rent when it is due, your landlord may give you written notice explaining how much rent and late fees you owe, and that your rental agreement will end if not paid within five days.

2. You have a right to reinstate your rental agreement any time before the landlord files in court by paying the unpaid rent and any late fees.

   a. Your landlord can only charge late fees if they are included in your rental agreement.

   b. If you settle with your landlord, be sure to get a receipt of your payment showing that you do not owe any additional money.

3. If you fail to pay the full amount of rent and late fees owed within five days, your landlord may file in court to have you evicted.

   a. You can still reinstate your rental agreement after your landlord files in court if you pay the rent, late fees, court fees, and possibly attorney's fees before the judge enters judgment against you.

   b. If you make this payment, be sure to get a receipt showing that you do not owe any additional money.

   c. Even if you make an agreement with your landlord, you should attend court to make sure the eviction is dismissed. Bring any settlement papers or payment receipts with you.

4. If you lose, the court will issue an eviction judgment against you. After judgment, your landlord has no obligation to reinstate your rental agreement, even if you pay the full amount of the judgment. If your landlord is willing to work with you and you are able to come to an agreement, be sure to get the terms of any reinstatement or new rental agreement in writing signed by the landlord.

B. Breaking the rules (violating the rental agreement) or disturbing other tenants. (For more information, see A.R.S. § 33-1368(A).

1. In most of situations, your landlord must serve you with a ten (10) day notice requiring you to follow the rules and correct your behavior.

2. Generally, you can fix any problems in the notice. Once you have fixed the problems identified by your landlord in the notice, you may want to have written proof (for example, a picture or signed statement from your landlord) that you corrected the problem.

3. If you do not fix the problem within ten (10) days, your landlord can terminate your rental agreement and file in court to have you evicted.

4. If you break the same rule during your rental agreement, your landlord can give you a second ten day notice. You cannot fix the problem if you receive this second notice. Your landlord can then end your rental agreement and can file in court to have you evicted.

5. Once the landlord has filed in court, you may still try to work out a settlement. However, unless you receive written documentation that the case has been dismissed, be sure to attend the court date and bring a copy of a signed settlement agreement when you appear.

6. If your landlord files an eviction against you, you have a right to attend the eviction hearing and dispute the landlord's notice and complaint. Be sure to take any evidence and witnesses with you as you may only get one chance to present your defense.

C. Health or Safety Violation (For more information, see A.R.S. § 33-1368(A))

1. If you, a household member, or a guest breaks a rule or causes a condition that materially affects health and safety, your landlord can give you a notice informing you of problems that need to be fixed within five (5) days. This generally means that the rental unit is not being kept in a clean and safe condition by the tenant or the tenant is damaging the rental unit. See A.R.S. § 33-1341 for more information on how the tenant must maintain the rental unit.

2. Generally, you can fix any problems in the notice. Once you have fixed the problems identified by your landlord in the notice, you may want to have written proof (for example, a picture or signed statement from your landlord) that you corrected the problem.

3. If you do not fix the problem within five (5) days, your landlord can terminate your rental agreement and file in court to have you evicted.

4. If you break the same rule during your rental agreement, your landlord can give you a second five (5) day notice. You cannot fix the problem if you receive this second notice. Your landlord can then end your rental agreement and can file in court to have you evicted.

5. Once the landlord has filed in court, you may still try to work out a settlement. However, unless you receive written documentation that the case has been dismissed, be sure to attend the court date and bring a copy of a signed settlement agreement when you appear.

6. If your landlord files an eviction against you, you have a right to attend the eviction hearing and dispute the landlord's notice and complaint. Be sure to take any evidence and witnesses with you as you may only get one chance to present your defense.

D. Material and Irreparable Violation (For more information, see A.R.S. § 33-1368(A))

1. If you, a household member, or a guest commits a serious violation (see A.R.S. § 33-1368(A)) for a list of types of violations that apply) on the premises, your landlord may serve you with a notice to vacate in 24 hours.

2. This notice may state that you cannot correct the rule violation. Your landlord can file an eviction complaint against you at the same time he gives you the notice.

3. If your landlord files in court, the court will set a date for a hearing within the next three days. Even if you move out before that date, you should still go to court to avoid additional fees or judgments.

4. If your landlord files an eviction against you, you have a right to attend the eviction hearing and dispute the landlord's notice and complaint.

E. In Arizona, tenants are responsible for the conduct of their guests if the tenant could reasonably be expected to be aware that a guest would break a rule or law and did not attempt to prevent the guest's actions to the best of the tenant's ability. A.R.S. § 33-1368(F).

II. **Partial Payments (see A.R.S. § 33-1371)**

A. A landlord does not have to accept a partial payment of rent.

B. If your landlord accepts rent in part or in full after he has given you a notice of nonpayment or a notice of any other kind of rental agreement breach, he cannot evict you unless you also sign an agreement which states the terms of the partial payment and the date that the rest of the rent is due. If your landlord does not have you sign this agreement at the same time he accepts the rent, then he loses his right to evict you for that breach of the rental agreement.

III. **Going to Court to Defend an Eviction (see A.R.S. § 33-1377)**

A. If you do not move out or resolve the problem after receiving a termination notice, your landlord may file an eviction complaint in court to evict you.

B. After an Eviction Complaint is filed, the landlord or his attorney must appear in court to obtain a judgment.

C. If the landlord files an eviction complaint against you, you will receive court papers that tell you when you have to go to court. The court date will generally be between three and six days unless the eviction is based upon a material and irreparable breach of the rental agreement in which case the court date will be under three days.

D. Once your landlord has filed in court, you may still try to work out a settlement with your landlord. However, unless you receive written documentation that the case has been dismissed, be sure to attend the court date and bring a signed copy of any settlement agreements when you appear.

E. You may represent yourself in court, or you may have a lawyer represent you. You will have the right to tell your side of the story and present witnesses and evidence to the judge. You may present an answer, defenses and counterclaims allowed by law.

F. You may not be given more time to hire an attorney.

G. You can either file a written answer or give your answer orally in court. If you file a written answer, you will have to pay a filing fee or obtain a deferral or waiver.

IV. **Counterclaims (see Rules of Procedure for Eviction Actions, Rule 8)**

A. All counterclaims have to be based on some statute. See Part Six, B. for examples of statutory claims.

B. All counterclaims have to be filed in writing and served upon your landlord.

C. Your counterclaim must state specific facts about your landlord's violation of the rental agreement or statute so that your landlord can prepare a defense.

D. Your counterclaim must also state when and how any required notices were sent to your landlord and tell the court what was in the notices. Bring copies of these notices with you to court.

E. If your landlord is trying to evict you for not paying rent, and you believe the landlord did not maintain the rental unit, then you may file a Counterclaim under to A.R.S. § 33-1365.

Bring your unpaid rent with you as you may be required to deposit it with the court. You should also bring copies of all previous notices you have given to your landlord about requests for repairs. Failure to give proper notice to your landlord may invalidate your counterclaims.

V. **Landlord Has a Right to the Rental Unit.**

A. If you lose in court, the judge will give you five calendar days to move out. But, if you are evicted because of a material and irreparable breach, the judge will only give you twelve (12) to twenty-four (24) hours to move.

B. If you have not moved out at the end of the time the judge sets, the landlord may obtain a Writ of Restitution from the court. This is an order for the sheriff or constable to change the locks on the rental unit. Returning to the rental unit without the landlord's permission is trespassing.

C. If you leave personal property in the home after you have been locked out following a writ of restitution, your landlord must store your possessions for fourteen (14) days. The landlord does not have to store your perishable items, plants, and animals. The landlord may throw away perishable items. Animals have to be taken to a shelter, boarding facility, be cared for by the landlord, or the landlord can call animal control. The landlord must tell you where your property is being held. After 14 days, the landlord may donate your personal property to a charitable organization or sell your property. Your landlord may dispose of any of your personal property if he reasonably determines that the value is so low that the cost of moving, storing, and selling the property is more that the amount that would be received at a sale. If the landlord sells your property, the landlord can apply the money received to any rent or monies owed. He must then mail any extra funds to you at your last known address.

D. Reclaiming Property (see ARS § 33-1370(F))

1. You may immediately obtain clothing, tools, or books of your trade or profession, along with any identification or financial documents, including all those related to your immigration status, employment status, public assistance, or medical care.

2. To get the rest of your property, you have to pay the landlord only for the cost of removal and storage for the time the property is held by the landlord. You do not have to pay the judgment amount. You will have to contact the landlord in writing to arrange for a time to pick up your property and pay those fees and then pick up your property and pay the fees within five (5) days of the written offer.

VI. **Appeal**

A. When You Did Not Come to Court

1. If you did not come to court and a judgment was entered against you—it is called a Default Judgment.

2. You cannot appeal a default judgment. Instead, you must first ask the judge to vacate the judgment by filing a Motion to Set Aside Judgment. If the judge vacates the judgment, the judgment is removed. If the judge does not vacate the judgment based on your motion, you can appeal that decision.

B. When You Did Come to Court

1. If you want to appeal, file a Notice of Appeal with the Justice Court within five (5) calendar days after a judgment is entered against you. If the fifth day is a weekend or holiday, file the Notice of Appeal on the next court day.

2. At the same time you file the Notice of the Appeal, request a copy of the CD (record of court hearing) from the justice court. If there is a cost for the CD and you cannot afford the cost, you can file a request for waiver or deferral of the fee. The CD will be part of the evidence in the appeal but it also will help you prepare an appeal memorandum. Viewing or listening to the CD will require special software that can be downloaded for free. Refer to the instructions that come with the CD from the court on how to download and view the CD.

3. You will have sixty (60) days after you filed your Notice of Appeal to file a memorandum based upon the CD you requested above explaining why the trial court's original decision was wrong.

4. You must file an original and one copy of your memorandum with the justice court that heard the case.

5. Your landlord will be given thirty (30) days to respond in writing.

6. You must get permission from the Superior Court to file a reply memorandum.

7. Additional Costs. Appeals that you file in Justice Court will be transferred to Superior Court for a decision. When your appeal is transferred, you must pay an additional filing fee to the Superior Court. This fee may be waived by filing a fee waiver form with the Superior Court.

C. Posting Bonds: In order to appeal, you must pay a cost bond and filing fees or have them waived. Additionally, if you would like to remain in your rental unit during the appeal, you must pay a supersedeas bond. For more information, see A.R.S. § 12-1179.

1. Cost Bond and Filing Fees
   a. The court can give you a fee waiver form to fill out. This form allows you to show the court that you cannot afford the cost bond and filing fees and asks the court to waive the bond and fees.

   b. The landlord has a chance to object to your affidavit. If this happens, a hearing may be held before the judge to determine whether the bond and fees will be waived or reduced.

   c. If your cost bond and filing fees are not waived, you will have five (5) days to pay the bond and filing fees in order to go forward with your appeal.

2. Supersedeas Bond.

   a. If you want to stay in the rental unit during the appeal process, you must post a supersedeas bond before the writ of restitution is issued by the court. Generally, you must pay the supersedeas bond within five days after the judgment. However, if your judgement was for a material and irreparable breach, then you must pay the supersedeas bond before the landlord applies for the writ of restitution which could be the morning after the judgment. In order to make sure you can stay in your rental unit during the appeal, it is recommended that you pay the supersedeas bond the same day as the judgment.

b. Filing this bond will prohibit anyone from locking you out of the rental unit because of the judgment until the appeal is decided.

c. This bond cannot be waived. The amount of the bond is the total of the court costs and attorney's fees stated on the judgment plus the amount of rent due from the date of the judgment up to the date that your rent is next due.

d. If you stay in the rental unit during the appeal process, you will be required to continue to pay your rent, when due, to the court that issued the judgment against you. If you fail to pay rent on time, your landlord will be able to file with the court to get the rental unit back immediately.

e. If you do not want to stay in the rental unit or cannot afford the supersedeas bond, you may still appeal, but you will have to move from your rental unit.

f. If you live in subsidized housing, special rules apply concerning your supersedeas bonds. However, generally, tenants are only required to post bonds concerning their portion of the rent and not the portion paid by a third party.

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Part Thirteen: Bed Bugs

(For More Information, see A.R.S. § 33-1319)

Bed bugs are an increasingly frequent problem for tenants in Arizona. In response, the legislature added specific provisions to the Arizona Residential Landlord and Tenant Act.

A. Landlord obligations:

1. Your landlord must provide you with informational material about bed bugs.

2. A landlord may not lease you a rental unit if that unit is infested with bed bugs.

C. Tenant obligations:

1. You may not knowingly bring bed bugs, or any item infested with bed bugs into your home.

2. You must provide written notice to the landlord if bed bugs are discovered.

C. Tenant remedies:

After providing written notice to the landlord, you may follow the procedures set out in A.R.S. § 33-1361 described in this handbook at Part 5, “Landlord Failure to Maintain Unit.”

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Glossary:

- **Affidavit:** A document signed by a person who swears under oath that the information in the document is true. An affidavit must also be notarized by a notary public to show that the person signing the document has given proof of his identity.

- **Appeal:** A process in which a higher court reviews a lower court's decision for possible error. An appeal from the justice court is reviewed by the Superior Court.

- **Claim:** A request made to a court to enforce a person's rights. For example, a landlord may make a claim asking the court to enforce his right to unpaid rent. See also Counterclaim.

- **Complaint:** The document filed in court which begins a lawsuit. The complaint will state the claim or claims and will ask the court for relief.

- **Cost Bond:** Money paid into the court to ensure the payment of court costs. For example, if you appeal a court's decision against you, you will need to post a cost bond to cover the costs of the court hearing the Appeal. The bond money may be returned to you if the court rules in your favor.

- **Counterclaim:** A claim made by a defendant. For instance, if a landlord sues for non-payment of rent, the tenant may have a counterclaim for failure to make repairs.

- **Damages:** Money claimed by, or ordered to be paid to, a person to compensate for losses. Damages can include actual costs paid out by the injured person as well as compensation for lost wages or pain and suffering.

- **Eviction:** The process of legally revoking a tenant's rights to occupy a home. Evictions can also be called Forcible Entry and Detainer or Special Detainer actions. Tenants can be evicted for non-payment of rent, for violations of the lease, or for violations that threaten health and safety.

- **Fee waiver:** Permission from a court to waive a required filing fee. For example, you may request a fee waiver from Superior Court to waive filing fees for hearing an Appeal.

- **Injunction:** A court order which either commands or prohibits an action. A court may issue an injunction for a landlord to make a repair, or for a landlord not to do something which threatens your use and enjoyment of the property.

- **Lease (or Rental Agreement):** An agreement to rent for a specific period of time. A lease can be written or oral. Both you and the landlord commit to the terms in the lease, including the amount of rent and other rules.

- **Material and Irreparable Breach:** A significant rule violation, usually threatening health and safety, which allows a landlord to require a tenant's removal within twenty-four (24) hours.

- **Notice of Appeal:** A document filed with a court stating an intention to appeal that court's judgment. The Appeal process starts when you file the notice with the court and have copies delivered to the other parties. If you wish to appeal an eviction, you must file this notice within five (5) calendar days of the judgment.

- **Rental Agreement (or Lease):** An agreement to rent for a specific period of time. A lease can be written or oral. Both you and the landlord commit to the terms in the rental agreement, including the amount of rent and other rules.

- **Supersedeas Bond:** Money paid into the court to cover a judgment against you while you appeal that judgment. For instance, if the court issues a judgment which requires you to pay your landlord, and you appeal that judgment, you will need to turn that money over to the court to be available in the event that your appeal fails. If you appeal an eviction, you will need to pay your disputed rent into the court in order to hold off an eviction during the appeal.

- **Waiver of lien:** A contractor's agreement to waive the right to secure payment from the landlord for a repair. You would have a contractor sign a waiver of lien if you are using self-help and you pay the contractor, yourself, to make a necessary repair. The waiver of lien and your itemized receipt are the proof to your landlord of the costs you covered.

- **Writ of Restitution:** A court's written order enforcing an eviction action. A writ of restitution gives the Sheriff or Constable authority to forcibly remove you and your belongings from the landlord's property.

Where To Get Help:

For Books and Self Help Guides:

Maricopa County Superior Court Law Library, East Court Building, 101 W. Jefferson St., Phoenix, AZ. 85003 (602) 506-3461 http://www.superiorcourt.maricopa.gov/SuperiorCourt/CivilDepartment/

For Complaint Filing and Court Locations:
Maricopa County Superior Court, Central Court Building (CCB), 201 W. Jefferson St., Phoenix, AZ. 85003-2205, Civil Court Administration (602) 506-1497

Maricopa County Superior Court, Northeast Regional Center (NE), 18380 N. 40th Street, Phoenix, AZ. 85032 (602) 372-5375

Maricopa County Superior Court, Southeast Court (SE), 222 E. Javelina Ave., Mesa, AZ. 85210-6234 (602) 506-5375

The court websites will also give you access to forms, filing instructions, and the locations of the Justice Courts. See http://justicecourts.maricopa.gov/CaseTypes/civilsuits.aspx#

For Discrimination in Rental Practices:

Your local **City Attorney's Office**, see the blue pages of your phonebook.

Arizona Attorney General's Office, Civil Rights Division, 1275 W. Washington St., Phoenix, AZ, 85007 (602) 542-5263; Online at www.azag.gov/civil-rights.

U.S. Department of Housing and Urban Development, Online at www.hud.gov. Phoenix Field Office, One N. Central Ave., Suite 600, Phoenix, AZ 85004, (602-379-7100

For Extreme or Ongoing Code Violations:

Your local **City Housing/Building Inspector,** see the blue pages of your phonebook.
Phoenix Housing Department, 251 W. Washington St., Phoenix, AZ 85003 (602) 262-6794.

For Forms:

AZLawHelp.org, Housing: Forms and Letters:
Landlord and Tenant Rights and Responsibilities
http://www.azlawhelp.org/viewresults.cfm?mc=3&sc=24

For Legal Assistance

Arizona State University College of Law, Clinical Program – Civil Justice Clinic, Tempe, AZ, 85287; (480) 965-6968

Community Legal Services Maricopa County Central Office, P.O. Box 21538, 305 S. 2nd Ave., Phoenix, AZ, 85036; (602) 258-3434

Farmworker Program—San Luis Office, 845 E. "B" Street, Suite 1 San Luis, AZ 85349; (928) 627-8023

Mohave County—Kingman Office, 2701 E. Andy Devine, Suite 400, Kingman, AZ 86401; (928) 753-1177

Yavapai County—Prescott Office, 141 S. McCormick, Suite 200, Prescott, AZ 86303; (928) 445-9240

Yuma County—Yuma Office, 204 South 1st Avenue, Yuma, AZ 85364; (928) 782-7511

Farmworker Program, P.O. Box 21538, 305 S. 2nd Ave., Phoenix, AZ 85036; (602) 258-3434

Volunteer Lawyers Program, P.O. Box 21538, 305 S. 2nd Ave., Phoenix, AZ 85036; (602) 258-3434

Landlord/Tenant Counseling, 200 W. Washington St., 4th Floor, Phoenix, AZ, 85003; (602) 262-7210, https://www.phoenix.gov/nsd/programs/landlord-tenant-counseling

For Copies of the Landlord Tenant Act

Landlord and Tenant Act, Arizona Revised Statutes (A.R.S.), Arizona Residential Landlord and Tenant Act, Volume 11, beginning with § 33-1301.

Available in the reference sections of most public libraries or law libraries in the state.

Available online at: http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=33, or https://housing.az.gov/general-public/arizona-residential-landlord-and-tenant-act

Community Legal Services, Inc., does not discriminate on the basis of race, religion, sex, age, disability or national origin in its relations with service applicants or employees. This brochure can be made available in alternate formats. Call 602-258-3434.

(Form A) Checklist for Walk-Through Inspection

Tenant Name:_____ Date:_____

Dwelling Address: _____

Note the condition of each area and document any needed repairs. You may want to take photographs of the conditions. Be sure to keep any photographs and this signed form for your records.

ROOM	Comments -- Move-In Date:	Comments -- Move-Out Date:
KITCHEN		
Stove/oven		
Refrigerator		
Sink		
Cabinets		
Light fixtures		
Floor		
Walls/ceiling		
LIVING ROOM		
Carpeting		
Walls/ceiling		
Curtains or blinds		
Windows/screens		
BEDROOM 1		
Carpeting		
Walls/ceiling		
Curtains or blinds		
Windows/screens		
Light fixtures		
Closet		
BEDROOM 2		
Carpeting		
Walls/ceiling		
Curtains or blinds		
Windows/screens		
Light fixtures		
Closet		

ROOM	Comments -- Move-In Date:	Comments -- Move-Out Date:
BATHROOM 1		
Tub/shower		
Floor		
Sink		
Medicine cabinet		
Toilet		
Walls/ceiling		
BATHROOM 2		
Tub/shower		
Floor		
Sink		
Medicine cabinet		
Toilet		
Walls/ceiling		
OTHER		
Electrical outlets		
Plumbing		
Vents		
Thermostat		
Smoke alarm		
Water heater		
Cooler or A/C		
Doors and locks		

OTHER COMMENTS:_____

Move-in Inspection

Tenant Name:_____ Date:_____

Dwelling Address: _____

Move-out Inspection

Tenant Name:_____ Date:_____

Dwelling Address: _____
(Attach additional sheets if necessary)

(Form B) 10-day Request for Repairs

Dear Landlord:

Arizona law at A.R.S. § 33-1324 requires you to maintain my rental unit in a fit and habitable condition and in reasonable repair. I am writing to inform you of the need for repairs as follows:

_____

_____

_____

_____

_____

The above conditions are a material non-compliance with the rental agreement and/or law. Please take action on these matters within ten (10) days as required by law under A.R.S. § 33-1361(A), or I will pursue (without further notice) the following options:

(Please check any that apply)

☐ I will terminate my rental agreement as of _____(date must be at least eleven (11) days from landlord's receipt of notice);

☐ I will sue for damages due to your failure to make repairs;

☐ I will sue for injunctive relief to obtain repairs.

Sincerely, _____ Date:_____
[Signature]

Print Name: _____

Address: _____Apt.#_____

City: _____State:_____Zip:_____

☐ This notice served by regular mail on _____

☐ Return receipt requested – tracking number _____

☐ Hand-delivered to (name/title): _____

Date and time of hand-delivery: _____

(Form C)

5-day Request for Repairs (Health and Safety Issues)

Dear Landlord:

My rental unit has certain conditions that materially affect the health and safety. Since Arizona law A.R.S. § 33-1324 requires you to maintain my rental unit in a fit and habitable condition, I am writing to inform you of the following problems to be repaired:

_____

_____

_____

_____

_____

The above conditions are a material non-compliance with the rental agreement and/or law which materially affect health and safety. Please take action on these matters within five (5) days as required by law under A.R.S. § 33-1361(A), or I will pursue (without further notice) the following options:

(Please check any that apply)

☐ I will terminate my rental agreement as of _____ (date must be at least six (6) days from landlord's receipt of notice);

☐ I will sue for damages due to your failure to make repairs;

☐ I will sue for injunctive relief to obtain repairs.

Sincerely, _____ Date: _____
[Signature]

Print Name: _____

Address: _____ Apt.# _____

City: _____ State: _____ Zip: _____

☐ This notice served by regular mail on _____

☐ Return receipt requested – tracking number _____

☐ Hand-delivered to (name/title): _____

Date and time of hand-delivery: _____

(Form D-1) Request for Repairs with Self-Help Option

Dear Landlord:

Since Arizona law A.R.S. § 33-1324 requires you to maintain my dwelling in a fit and habitable condition and in reasonable repair, I am writing to inform you of the need for repairs as follows:

_____

_____

_____

_____

_____

The above conditions are a material non-compliance with the rental agreement. Please take action on these matters within ten (10) days, or fewer in the case of an emergency, as required by law under, or I will, without further notice, do one or more of the following:

☐ Sue for damages for your failure to timely make repairs

☐ Have the repairs made by a licensed contractor. At that time, I will provide to you an itemized statement and a waiver of lien, and I will deduct the actual and reasonable cost of repairs (up to $300.00 or half of my monthly rent) from my next rental payment. A.R.S. § 33-1363(A).

Sincerely, _____ Date: _____
[Signature]

Print Name: _____

Address: _____ Apt.# _____

City: _____ State: _____ Zip: _____

☐ This notice served by regular mail on _____

☐ Return receipt requested – tracking number _____

☐ Hand-delivered to (name/title): _____

Date and time of hand-delivery: _____

(Form D-2) Waiver of Lien To be completed by the licensed contractor

By signing this, I hereby waive any lien I may have for work performed on:

(date)_____at the premises located at:

_____

_____

_____

_____

Sincerely, _____ Date:_____
[Signature]

Name of Contractor: _____

Place of Business: _____

Date Work Done:_____

License Number: _____

(Form D-3) Self-Help Remedy: Completion

On (date)_____, I notified you of my intent to use the self-help remedy pursuant to A.R.S. § 33-1363(A) if certain repairs were not made. After you failed to respond and make the repairs, I hired a licensed contractor to do the repairs and paid the contractor. Please find attached to this notice, my rent payment of the amount I owe following appropriate deductions, a copy of the bill marked paid which itemizes the work done, and a copy of the lien waiver filled out by the contractor.

_____

_____

_____

_____

_____

Sincerely, _____ Date:_____
[Signature]

Print Name: _____

Address: _____Apt.#_____

City: _____State:_____Zip:_____

☐ This notice served by regular mail on _____

☐ Return receipt requested – tracking number _____

☐ Hand-delivered to (name/title): _____

Date and time of hand-delivery: _____

(Form E) Notice of Unlawful Utility Shut-off

Dear Landlord:

On (date)_____the following utilities for my rental unit located at:

_____

were turned off (check all that apply):

☐ electric

☐ gas

☐ water

These actions are in violation of Arizona law (A.R.S. §§ 33-1364, 1367 and 1374). I request that you immediately restore utility services to my rental unit. If they are not restored, I will do one or more of the following:

(Please check any that apply)

☐ I will sue for an injunction requiring the restoration of these essential services;

☐ I will terminate my rental agreement as of_____;

☐ I will sue for damages.

Sincerely,_____ Date:_____
[Signature]

Print Name: _____

Address: _____Apt.#_____

City: _____State:_____Zip:_____

☐ This notice served by regular mail on _____

☐ Return receipt requested – tracking number _____

☐ Hand-delivered to (name/title): _____

Date and time of hand-delivery: _____

(Form F) Unlawful Seizure or Possession of Personal Property

Dear Landlord:

On (date)_____you took the following property from my rental unit:

_____

_____

_____

Your seizure and or possession of my property is in violation of the law because:

_____

_____

_____

_____

Release my personal property immediately. If this request is denied, I will be forced to take legal action against you for costs and damages.

Sincerely, _____ Date:_____
[Signature]

Print Name: _____

Address: _____Apt.#_____

City: _____State:_____Zip:_____

☐ This notice served by regular mail on _____

☐ Return receipt requested – tracking number _____

☐ Hand-delivered to (name/title): _____

Date and time of hand-delivery: _____

(Form G) Notice of Invalid Late Charges

Dear Landlord:

Your demand for $_____representing late charges is invalid under Arizona law, A.R.S. § 33-1368(B). Pursuant to A.R.S. § 33-1368(B), a late fee may only be charged if it is provided for in a written rental agreement and is reasonable. I do not owe the amount you are demanding for the following reasons:

_____

_____

_____

_____

_____

(please check all that apply)

☐ There is no written rental agreement

☐ The written rental agreement does not provide for late fees;

☐ Your calculations are wrong. The correct amount I owe is the following: $_____

Sincerely, _____ Date:_____
[Signature]

Print Name: _____

Address: _____Apt.#_____

City: _____State:_____Zip:_____

☐ This notice served by regular mail on _____

☐ Return receipt requested – tracking number _____

☐ Hand-delivered to (name/title): _____

Date and time of hand-delivery: _____

(Form H) Notice of Lock-Out

Dear Landlord:

On (date)_____,I was locked out of my rental unit located at

_____Apt.#_____

You are in violation of Arizona Law, A.R.S. § 33-1367. Pursuant to A.R.S. § 33-1367, you may be liable for statutory damages of two (2) months' rent or twice the actual damages, if proved. Remove the locks immediately and let me back into my home.

Sincerely,_____ Date:_____
[Signature]

Print Name: _____

Address: _____Apt.#_____

City: _____State:_____Zip:_____

☐ This notice served by regular mail on _____

☐ Return receipt requested – tracking number _____

☐ Hand-delivered to (name/title): _____

Date and time of hand-delivery: _____

(Form I) Abuse of Access

Dear Landlord:

On (date)_____,you entered my rental unit located at

Street:_____Apt.#_____

City:_____State:_____Zip:_____

You did not provide prior notice, there was not an emergency and there was not a request for repairs for my rental unit.

You are in violation of Arizona Law, A.R.S. § 33-1343, which states that it is illegal to abuse your limited right to enter my home. Pursuant to A.R.S. § 33-1376(B), you may be liable for minimum statutory damages of one (1) month's rent per incidence. Please discontinue this unlawful practice, or I will take legal action to obtain a court order requiring you to stop.

Sincerely, _____ Date:_____
[Signature]

Print Name: _____

Address: _____Apt.#_____

City: _____State:_____Zip:_____

☐ This notice served by regular mail on _____

☐ Return receipt requested – tracking number _____

☐ Hand-delivered to (name/title): _____

Date and time of hand-delivery: _____

(Form J) Notice of Vacating and Request for Inspection

Dear Landlord:

I intend to vacate the dwelling located at

Street:_____Apt.#_____

City:_____State:_____Zip:_____

as of_____
[Date]

Before I return the keys on my move-out date, I request that you inform me of the date and time of the move out inspection

Sincerely,_____ Date:_____
[Signature]

Print Name: _____

Address: _____Apt.#_____

City: _____State:_____Zip:_____

☐ This notice served by regular mail on _____

☐ Return receipt requested – tracking number _____

☐ Hand-delivered to (name/title): _____

Date and time of hand-delivery: _____

(Form K) Notice for Return of Security Deposit

Dear Landlord:

On (date)_____,I moved out of my rental home located at:

Street:_____Apt.#_____

City:_____State:_____Zip:_____

My deposit should be returned to me within fourteen (14)* days, not counting Saturday, Sunday, or legal holidays, from the date of the receipt of this letter in accordance with Arizona law (A.R.S. § 33-1321). Additionally, if you have withheld any amount from my deposit, please send me an itemization of those charges as required by Arizona law (A.R.S. § 33¬ 1321(D)).

Name: _____

Print Name: _____

Street: _____Apt.#_____

City: _____State:_____Zip:_____

Sincerely, _____ Date:_____
[Signature]

Print Name: _____

Address: _____Apt.#_____

City: _____State:_____Zip:_____

☐ This notice served by regular mail on _____

☐ Return receipt requested – tracking number _____

☐ Hand-delivered to (name/title): _____

Date and time of hand-delivery: _____

(Form L) Security Deposit Dispute

Dear Landlord:

On (date)_____,I moved out of my rental home located at:

Street:_____Apt.#_____

City:_____State:_____Zip:_____

Pursuant to A.R.S. § 33-1321(D), I DISPUTE the deductions or the amount due and payable.

Sincerely,_____ Date:_____
[Signature]

Print Name: _____

Address: _____Apt.#_____

City: _____State:_____Zip:_____

☐ This notice served by regular mail on _____

☐ Return receipt requested – tracking number _____

☐ Hand-delivered to (name/title): _____

Date and time of hand-delivery: _____

Keep a copy of this completed form for your records.

(Form M) Notice of Lease Termination Due to Domestic Violence or Sexual Assault A.R.S. § 33-1318

Date_____

Landlord Address:_____

Tenant Address:_____

I am a victim of domestic violence or a sexual assault that occurred in my dwelling.

Pursuant to Arizona Revised Statute §33-1318:

A tenant may terminate a rental agreement pursuant to this section if the tenant provides to the landlord written notice pursuant to this section that the tenant is the victim of domestic violence (A.R.S. § 13-3601) or sexual assault (A.R.S. § 13-1406).

I have provided a copy of my protective order issued pursuant to A.R.S. § 13-3602 as a victim of domestic violence or sexual assault or a copy of a written departmental report from a law enforcement agency that states that I have notified the law enforcement agency that I am a victim of domestic violence or sexual assault. [attach copy]

_____

Tenant Signature

☐ This notice served by regular mail on _____

☐ Return receipt requested – tracking number _____

☐ Hand-delivered to (name/title): _____

Date and time of hand-delivery: _____

Keep a copy of this completed form for your records.

Community Legal Services, Inc., does not discriminate on the basis of race, religion, sex, age, disability or national origin in its relations with service applicants or employees.

Community Legal Services is a nonprofit law firm committed to increasing fairness in the civil justice system by advocating, litigating, and educating on behalf of Arizona's most underserved communities.

This brochure is not intended to replace legal advice but to share legal information only. This legal information is periodically updated. Please contact CLS to find out if this information has been updated since this printing date of July 2019.

Important Contact Information:
Community Legal Services
602-258-3434
1-800-852-9075

Additional Helpful Online Resources:
www.housing.az.gov
https://www.azcourts.gov/selfservicecenter/Landlord-Tenant-Disputes-Eviction-Actions

Need more brochures? Please contact us at
602-258-3434 Ext 2150

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