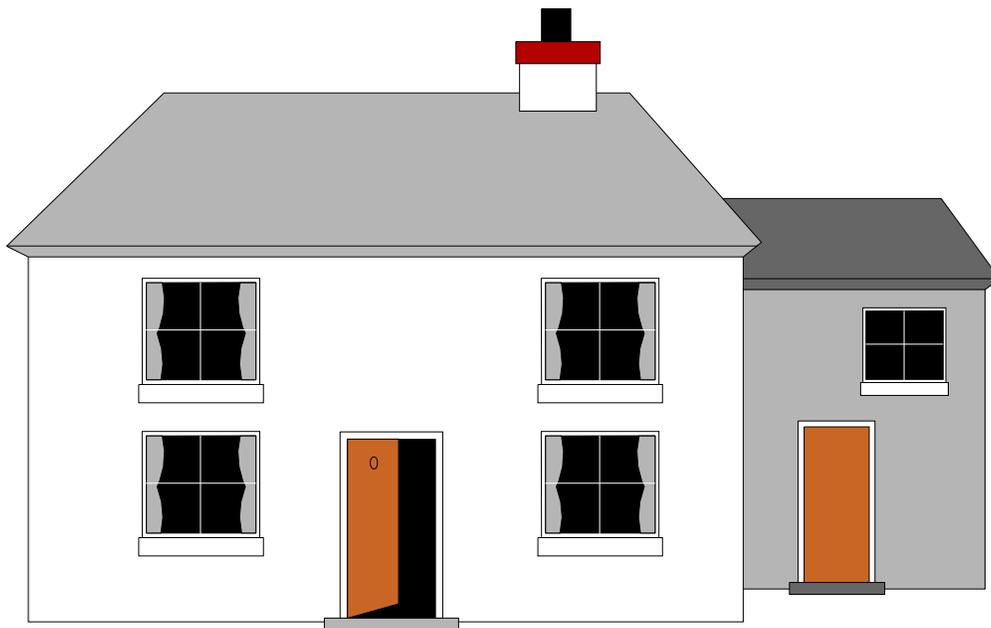


# ARIZONA RESIDENTIAL RENTER'S GUIDE



**SOUTHERN ARIZONA LEGAL AID, INC.**

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**OFFICES OF SOUTHERN ARIZONA LEGAL AID, INC.**

**NOTICE**  
**TITLES VI & VII OF THE CIVIL RIGHTS ACT**  
**AMERICANS WITH DISABILITIES ACT**  
**AGE DISCRIMINATION ACT**

## **I. INTRODUCTION**

As a tenant in Arizona, you have important rights and obligations under the Arizona Residential Landlord and Tenant Act. If you know those rights, you can use them to avoid being hurt by your landlord. This pamphlet is not a substitute for specific legal advice from an attorney, but it offers some methods for dealing with common problems Arizona tenants face.

You can get a copy of the Act online at:

[www.azsos.gov/public\\_services/Publications/Residential\\_Landlord\\_Tenant\\_Act/](http://www.azsos.gov/public_services/Publications/Residential_Landlord_Tenant_Act/)

or from the Secretary of State's office at the Capitol in Phoenix, or you can look up the Act in the official law books called the Arizona Revised Statutes (A.R.S. §§33-1301 to 33-1381), hard copies of which are available in the reference sections of most public or law libraries in the state. Your landlord should have given you a copy as well.

The Act, and this pamphlet, do not apply to tenants in mobile homes (unless tenants rent both trailer and lot from the same person or company), do not apply to tenants in public housing projects, public institutions, transient (short term) tenants in hotels and motels, and certain other situations. See A.R.S. §§33-1308, 33-1310(4). Other laws govern those tenancies.

## **II. BEFORE YOU RENT**

Before you rent, there are certain things that you can do to protect your rights and avoid problems:

- A. Make sure the dwelling fits your needs and your budget.
- B. Check the dwelling for defects and damage. Your landlord is required to provide you with a move in checklist specifying existing damages. A.R.S. §33-1321(C). Be sure you check this form for accuracy and, if you find damages that are not listed, have your landlord add them to the form. If your landlord fails to provide this form, you can use Form A at the back of this pamphlet. It will help you avoid being blamed for damages that existed before you moved in. If the landlord promises to make repairs, get his promises in writing.
- C. Find out whether you or the landlord is responsible for the utilities, including water, gas and electricity. It is usually better to get this in writing so there is no dispute later about who pays these charges.
- D. Find out if a security deposit and/or a cleaning deposit are required. Also find out the amount of the deposits and whether the cleaning deposit is non-refundable when you move out. All deposits are refundable unless specified as non-refundable.
- E. Know what the rules are and whether you can live with them. Are there restrictions concerning pets, parking, overnight guests, etc?
- F. Know what you are signing before you sign any document. Remember:
  - 1. A rental agreement may be oral or written. Rent is usually payable monthly (or sometimes weekly), but the agreement does not commit you to any certain

number of months (or weeks), and is automatically renewed for the next month (week) on the same terms unless the landlord raises your rent or changes other terms or conditions with proper notice, or unless you decide to end the agreement and tell the landlord.

2. A lease may be oral or written but if for more than one year must be written. The rent is usually payable monthly, but a lease commits you to pay a certain amount of rent for a certain number of months. You are protected from a rent increase for the amount of time that the lease lasts, but you are also obligated to stay in that dwelling for the stated time period. If you move before the lease expires, you will, most of the time, still owe rent until the landlord re-rents or the lease expires, whichever is first.

G. Read any written rental agreement or lease, making sure every blank is filled in and checking whether it includes:

1. Names, addresses, and phone numbers of both owner or person authorized to act on behalf of owner and manager;
2. Location (and apartment number) of the property that you are renting;
3. Amount of rent; person responsible for paying utilities (electricity, gas, water, etc.);
4. Amount of the security deposit, cleaning or redecorating deposit, if any;
5. Rules and regulations for tenants, if any.

MAKE SURE YOU GET AND KEEP A COPY OF YOUR LEASE, ANY ADDENDA AND THE PROPERTY'S RULES AND REGULATIONS [IF ANY] IN YOUR "IMPORTANT PAPERS" FILE.

### **III. TENANT'S RIGHTS AND REMEDIES**

#### **A. YOU HAVE THE RIGHT TO CHOOSE WHERE YOU WANT TO LIVE**

A landlord violates both state and federal law if he refuses to rent to you because of your race, color, handicap, national origin, sex, religion or because you have children. §41-1491.14 (Unless it is an adults only development that meets certain requirements). If you feel you are being discriminated against for one of those reasons, contact the Civil Rights Division of the Arizona Attorney General's Office (1-800-352-8431 toll free), their Tucson office at (520) 628-6504, or online at: [civilrightsinfo@azag.gov](mailto:civilrightsinfo@azag.gov) or the U.S. Department of Housing and Urban Development (1-800-669-9777), or online at: <http://www.hud.gov/complaints/housediscrim.cfm>.

#### **B. YOU HAVE A RIGHT TO A FAIR SECURITY DEPOSIT**

The landlord cannot require you to pay deposits, whether for security, pets, cleaning, or other, that are more than one and one-half month's rent. "Security" does not include a reasonable charge for redecorating or cleaning. A.R.S. § 33-1310(14). A deposit may be non-refundable only if the landlord says so in writing. Unpaid rent, property damage or any charges provided in the lease or allowed under the law are covered by the security deposit. See A.R.S. §33-1321. A 2007 law also allows a landlord to use part of the security deposit during the tenancy to pay for damages or other items if allowed by the

lease. See ARS §33-1321 (G).

A security deposit must be refunded or accounted for within fourteen (14) working days after you moved out of the dwelling and have given the landlord written notice that you are moving and requesting that the landlord return your deposit (Form B). Any charges against your security deposit must be written out and itemized by the landlord. You can avoid some alleged damages if you do a 'walk-through' with the landlord/manager after you have cleaned out your unit and keep a copy of the walk through checklist. If the landlord does not return the security deposit or send you an itemized written statement of any reasonable charges against the deposit within this time frame, you can sue the landlord in Small Claims Court or Justice Court for the money owed you, plus damages equal to twice the amount of the deposit wrongfully withheld.

If the landlord does not do a walk-through with you take pictures of your rental space after you move out and clean up. If dated, the pictures can be proof of the condition of the premises.

C. YOU HAVE A RIGHT TO A HABITABLE AND SAFE PLACE TO LIVE

Arizona law requires that the landlord:

1. Meet the requirements of local building and health codes concerning the condition of your dwelling unit.
2. Make the necessary repairs in order to keep the dwelling in a livable condition.
3. Keep areas that are shared by all tenants, such as hallways, play grounds, and swimming pools, in clean and safe condition.
4. Make sure that swimming pools on the rented property are properly fenced and secured to protect children.
5. Keep all the electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities in safe and working order.
6. Provide containers for trash and garbage as well as provide for the removal of their contents.
7. Supply running water and reasonable amounts of hot water at all times. At appropriate seasons the landlord must also provide reasonable amounts of heat and cooling. A.R.S. §33-1324.

The landlord and tenant can agree that the tenant will make minor repairs if they do so in writing. But the landlord cannot require a tenant to perform all of the landlord's duties to repair and maintain. A.R.S. §33-1324(C)(D). Be careful. If you are renting a single family residence, the lease may make the tenant responsible for major repairs if there is adequate consideration.

If a problem arises where the landlord is not keeping the dwelling livable and safe, the best thing to do is to try to solve the problem by talking with your landlord or manager. If this doesn't solve the problem, notify the landlord in writing, contact your local housing or health inspector, and consider contacting Legal Aid or another attorney for more advice.

D. WHAT YOU CAN DO IF THE LANDLORD DOES NOT KEEP THE DWELLING LIVABLE OR SAFE

If your dwelling has serious problems that the landlord won't repair even after you have talked to him about the defects, then Arizona law gives you remedies:

1. You can give written notice that if the landlord does not fix the defect within ten (10) days, you will move out, regardless of whether you have a lease or not. A.R.S. §33-1361(A) (Form C).

2. You can give written notice that if the defect is not fixed within five (5) days, you will move out if the defect is serious enough to threaten your health and safety. A.R.S. §33-1361(A) (Form D).

3. You can give written notice as above and if the landlord does not repair, you can sue for damages (lost food, rent rebate, emotional distress, etc) in Small Claims or Justice Court.

4. You can have the problems repaired yourself and subtract the cost from your rent if the cost of repair is not more than \$300.00, or one-half of one month's rent, whichever is greater, but you can do this only if you follow certain procedures.

(a) You must give **written notice** to the landlord that if he does not fix the defect within ten (10) days (or sooner if it is an emergency), you will pay a licensed contractor to do the work and subtract the amount from your next rental payment. (Form E)

(b) You must also give the landlord copies of all bills and receipts for the repairs as well as a "waiver of lien" (which must be signed by the contractor). See A.R.S. §33-1363. (Forms F and G). If you follow these procedures you can reduce the amount of rent you pay by the cost of repairs and you can do this each month until all the needed repairs are done, if necessary.

5. If the landlord fails to provide running water, hot water, heat or cooling you can:

a. Obtain the services elsewhere and subtract the cost of obtaining these services from the next rent payment, provided you first give **written notice** to the landlord. For example, if you have to buy water during a time that there is no running water, or buy a space heater if there is no heat you can subtract the cost of the water or the space heater from the next rent payment. Remember to keep your receipts so you can prove your damages.

b. Either individually or together with other tenants, arrange with the utility company to have service transferred to a tenant(s) name, pay the bill, and deduct that payment from the tenant(s)' rent. You must first give notice to the landlord.

c. Sue the landlord for the decreased rental value.

d. If the lack of services is so severe that you cannot live in the dwelling, you can temporarily move out and rent substitute housing like a motel until the landlord makes the necessary repairs. Make sure that you give **written notice** of your action to the landlord. If the landlord deliberately

failed to provide these services, you can recover the actual and reasonable cost of the substitute housing up to the rent in the unit you are leaving. You are excused from paying rent to your landlord until he makes the repairs. See A.R.S. §33-1364.

e. You may go to court for an injunction to require the landlord to turn the utilities back on.

f. Finally you can also contract the local housing or building inspector, or the county health department, and request that they inspect your home and require the landlord to fix the defects.

**REMEMBER:** **Be sure to keep copies of all written notices that you give to the landlord or to local authorities. Also keep all receipts and documents including those you receive from the landlord. It is best to send all written notices by Certified Mail-Return Receipt Requested in case you later have to prove in court that the landlord received your notice. Never withhold rent unless you have followed the procedures outlined above for self-help or alternative utility service.**

E. YOU HAVE A RIGHT TO SPEAK OUT AND TO ORGANIZE WITHOUT RETALIATION

Your landlord cannot retaliate against you by raising your rent, reducing services or threatening to evict you within 6 months of your complaining about conditions of your dwelling to your landlord or to a government agency (such as the city housing/building inspector or the county health inspector) or your having joined a tenant organization. See A.R.S. §33-1381.

Organizing into tenant organizations is often an effective way to get results from a landlord. A group of persons is more powerful than an individual. Should a landlord retaliate against you for joining a group or for complaining, you can sue in Small Claims Court or in Justice court for an amount equal to at least two months' rent, as well as defeat the rent increase, service decrease, or eviction if you prove that the landlord took action against you because you complained or joined a group. You can only claim retaliation, however, if your rent is fully paid and you are not responsible for the condition you are complaining about.

F. YOU HAVE A RIGHT TO PEACEFUL ENJOYMENT OF THE DWELLING YOU RENT

Under A.R.S. §§33-1367, 33-1372 and 33-1374, your landlord cannot legally lock you out, bodily evict you without a court order, or take any of your personal belongings. Further, your landlord cannot, under any circumstances, turn off essential services such as electricity, water and heat, even if you're behind in rent. Should the landlord take such action, notify the landlord that he is in violation of Arizona law and that the services must be restored and/or your property must be returned. You can also try calling the local police or sheriff's department for help. For example, if for any reasons the landlord turns off your utilities, you should demand that the utilities be restored. (Form J.) If the landlord locks you out of your dwelling, demand that the lock be removed. (Form H.) If the landlord takes any of your personal belongings, demand that the belongings be returned. (Form I.) If your landlord has locked you out or shut off utilities, you have a claim against him for an

amount equal to two months' rent or twice your actual damages, whichever is greater. See A.R.S. §33-1367.

G. YOU HAVE A RIGHT TO PRIVACY

The landlord must give written notice at least two days in advance before entering your dwelling unit unless you have requested repairs, the landlord has a court order, there is an emergency, or it is otherwise impractical for the landlord to provide a written, two day notice. . A landlord may only enter at times that are reasonable. If the landlord enters your dwelling against your wishes without proper notice or without a court order or an emergency you can go to Superior Court and get a court order to stop the landlord from doing it again. A.R.S. §33-1343. You can sue in Small Claims Court or Justice Court for one month's rent or your actual damages. A.R.S. §33-1376. You must allow the landlord into your home if he gives you proper notice and must not unreasonably refuse to let him in for the purposes of inspecting, making necessary or agreed repairs, decorations, alterations or improvements, supplying necessary or agreed services, or showing the dwelling to prospective or actual purchasers, lenders, tenants, workmen or contractors. A.R.S. §33-1343. If you change your locks you cannot refuse to give the landlord a copy of the keys.

**If you notify your landlord of a service request or request for maintenance, that notice constitutes permission from you for the landlord to enter the dwelling unit to act on the service or maintenance request** but the landlord must still tell you when the visit will occur and it must be at a reasonable time. A.R.S. §33-1343(B)&(D).

H. YOU HAVE A RIGHT TO PROPER NOTICE OF ANY INCREASE IN RENT OR DECREASE IN SERVICES

Your landlord can raise rent or decrease services only if he gives proper notice. If you rent month-to-month, he must give you written notice thirty (30) days before the date the rent is due. If you rent week-to-week, he must give ten (10) days advance written notice. A.R.S. §33-1375. If the landlord does not give proper notice, the rent or services stays the same. If you have signed a lease, your landlord cannot raise your rent until the term of the lease is up.

I. YOU HAVE A RIGHT TO A PROPER EVICTION NOTICE

If you have paid rent and have not breached any duty (messed up) as a tenant, the landlord can still end your tenancy without having to give any reason, unless you have a lease for a specified term. The landlord must give at least thirty (30) days advance written notice to move out before the date rent is due, if you rent month-to-month. (If you rent week-to-week the landlord must give at least ten (10) days advance written notice.)

A landlord may not evict or attempt to evict you as a means of punishing you or retaliating against exercising your rights as tenant. A.R.S. § 33-1381 (See III-E above.) If you have a lease agreement, the landlord cannot evict you until the lease expires unless you have broken the lease in some way.

If the landlord gives specific reasons why he believes you have breached (broken) your rental agreement or lease, such as failing to maintain the premises according to your duties as a tenant, or failing to follow proper rules and regulations adopted by the landlord, he can evict you if you do not correct your breach. (See IV-A below.)

If the landlord gives you an improper eviction notice, notify him that it is improper and that the rental agreement or lease is still valid. You may have to convince a judge the notice is defective if the landlord disagrees with you.

J. YOU HAVE A RIGHT TO TERMINATE YOUR RENTAL AGREEMENT EARLY IF YOU ARE A VICTIM OF DOMESTIC VIOLENCE

If you are a victim of domestic violence you may terminate your rental agreement, move out and not owe future rent or early termination penalties or fees. A.R.S. §33-1318(A). However, you are still responsible for paying the rent owed through the date of the rental agreement termination, as well as any outstanding previous obligations. A.R.S. §33-1318(D). You must pay the landlord the amount due on or before the date you vacate the dwelling unit. A.R.S. §33-1318(D). Any prepaid rent for the month the lease is terminated may be retained by the landlord but the regular rules apply to security deposits (see You Have a Right to a Fair Security Deposit, Section III.B above). A.R.S. §33-1318(D). Any other parties on your rental agreement are similarly released from the lease. A.R.S. §33-1318(J).

To terminate your rental agreement early due to domestic violence, you must provide written notice to your landlord that you are a victim of domestic violence within thirty days of the domestic violence incident. A.R.S. §33-1318(A).

The written notice must:

1. Show that you are a victim of domestic violence.
2. Request release from the rental agreement on a mutually agreed upon (you and your landlord) release date within the next thirty days.
3. Include an attachment of one of the following documents:
  - a. A copy of any protective order issued pursuant to A.R.S. §13-3602 issued to you as a victim of domestic violence (NOTE: landlord may request a receipt or signed statement to verify that the order of protection has been submitted to an authorized officer of the court for service).
  - b. A copy of a written police report that states that you notified the police that you are a victim of domestic violence.

Additional remedies for your protection:

1. You may require your landlord to install a new lock if you pay for the expense, but the landlord is entitled to retain a copy of the new key. A.R.S. §33-1318(E) and (F).
2. The landlord must refuse access to the dwelling to reclaim property to any tenant named in an order of protection or departmental report unless a law enforcement officer escorts the tenant. A.R.S. §33-1318(G).

K. YOU HAVE A RIGHT TO RECEIVE BEDBUG EDUCATIONAL MATERIALS AND NOT BE RENTED A DWELLING UNIT THAT IS INFESTED WITH BEDBUGS

The landlord is required to provide bedbug educational materials to you. A.R.S. § 33-1319(A)(1). The landlord is not allowed to enter into a lease with you for a unit that the landlord knows has a current bedbug infestation. A.R.S. § 33-1319(A)(2),

**IV. TENANT OBLIGATIONS**

A. YOU MUST ACCURATELY PROVIDE REQUESTED INFORMATION ON A RENTAL APPLICATION

If your landlord discovers that you have falsified information on your application, he may be able to terminate your tenancy. A.R.S. §33-1368(A).

B. YOU MUST KEEP YOUR DWELLING CLEAN

You must keep your dwelling reasonably clean, including removing garbage from the dwelling, keeping plumbing fixtures clean, and not deliberately destroying any property. A.R.S. §33-1341. If you don't, the landlord can give written notice saying you must move out in ten (10) days unless you clean up or fix the problems within ten (10) days. If your behavior seriously affects health and safety, the landlord can give you a notice saying you must move out in five (5) days unless you correct the problem you caused within five (5) days. If you correct in time, you can stay; if not, your landlord can start an eviction case in court. A.R.S. §33-1368.

C. YOU MUST FOLLOW THE LAW AND REASONABLE RULES AND REGULATIONS

As long as the rules the landlord makes are reasonable, fair, and apply to all tenants, you must follow those rules. You and your guests must behave so as not to bother other tenants. A.R.S. §33-1341. The landlord can change rules during the tenancy, but he must give reasonable notice and the change must not be a major change from the original rental agreement. Your failure to follow proper rules can result in an eviction notice the same as for your failure to maintain your dwelling. A.R.S. §33-1368.

Many rental agreements now have a Crime Free Addendum. This is an agreement you sign saying that you can be evicted for breaking any law, even if you are not charged with a crime or convicted yet. If you are arrested or even accused of a crime, your landlord can go to court claiming an "irreparable breach" meaning you did something that cannot be fixed and there is a need for an immediate eviction. You can get the eviction notice saying your tenancy is terminated the same day you get the court papers. The landlord can also try this immediate eviction process if he believes you have committed a crime (drugs, assault, etc) whether you have such an addendum or not.

D. YOU MUST GIVE PROPER NOTICE BEFORE MOVING

If you have a month-to-month rental agreement, you must give the landlord written notice that you want to move at least thirty days before the rental due date. (If you have a week-to-week rental agreement, a ten (10) day written notice is required.) A.R.S. §33-1375. You should also request that the landlord inspect the dwelling after you have cleaned it out and moved your belongings but before you return the keys.. You are entitled

to be present at a move-out inspection; (unless you are being evicted because you are a threat to your landlord). A.R.S. §33-1321(C). Keep a copy of the move out inspection for your records in case there is a later claim for damages.

If you have a lease, you will have to pay rent until the lease expires unless the landlord agrees to your moving out, the landlord re-rents the dwelling or unless you have terminated your lease because the landlord failed to maintain the dwelling (III.D.1 and 2 above). If the landlord does rent to another tenant, you will only owe for the period after you moved out until the new tenant moved in. Ask the landlord to sign a written form releasing the rest of the lease. If he will not so agree, give him notice in writing that you are moving; if possible, inform the landlord of someone who could take your place. (Form L) The landlord has a right to approve the new tenant, but if he unreasonably rejects the substitute or otherwise fails to make reasonable efforts to re-rent the unit, you have a defense if the landlord sues you for rent that becomes due after you move out. A.R.S. §33-1370.

Be sure to return your keys or make other arrangements for getting the keys to the landlord on the day you vacate the dwelling. The law says you have not given the dwelling back to the landlord until you return the keys. A.R.S. §33-1310(3).

#### E. YOU MUST PAY YOUR RENT

If you have a problem paying your rent on time (and are not purposefully withholding it according to the procedure described above for self-help repairs) explain the situation to your landlord. The landlord may be willing to let you pay what is due in one or more partial payments. Hopefully, this will give you enough time to pay the remainder of the rent money.

If the landlord has already given you an eviction notice, but accepts partial payments, then he cannot proceed to evict you without giving you a new eviction notice unless you signed an agreement to make payments and you then failed to make them. A.R.S. §33-1371. Do not sign such an agreement if you can avoid it.

If you cannot reach an agreement with the landlord, he must give you a written notice telling you that if you do not pay the rent within five (5) days the rental agreement will be terminated. A.R.S. §33-1368(B). If you are unable to pay the rent within the five (5) days, but the landlord has not yet filed a court action, offer to pay the rent and late fees (if in your agreement) in person with a witness and show the landlord the money or send the rent and late fees by money order by certified mail, return receipt requested. You have a right to reinstate your rental agreement any time before judgment (court decision) by offering to pay the unpaid rent and late fees plus attorney's fees and court costs. A.R.S. §33-1368(B). However, if the landlord terminates the rental agreement for your refusal to pay after a five (5) day notice, the court could award the landlord up to two months' rent as a penalty if your refusal to move was willful and not in good faith. A.R.S. §33-1375(C), however this rarely happens.

Because the landlord has a duty to lessen his damages, he cannot refuse to accept the unpaid rent after the five (5) days but before he files a court action.

If you have claims against the landlord for violating the Landlord Tenant Act or your lease or rental agreement which would reduce, eliminate, or exceed the landlord's claim for rent, and the landlord will not settle or compromise such claims, then you may wish to file a counterclaim in an eviction action for non-payment of rent. Alternatively, you can move out voluntarily, but the landlord can still sue you for unpaid rent or other damages.

If you are late in paying your rent, a landlord can charge a late fee only if specifically agreed to in writing. A late fee must be reasonable. A.R.S. §33-1314(A), 33-1368(B).

F. YOU MUST NOT KNOWINGLY MOVE BEDBUGS INTO A DWELLING UNIT

If you know there are bedbugs in your dwelling unit, you are required to tell your landlord in writing about the bedbugs. A.R.S. § 33-1319(B)(2). You must also not move materials (e.g. furniture or clothing) into a dwelling unit if you know those things are infested with bedbugs. A.R.S. § 33-1319(B)(1).

V. GOING TO COURT

A. THE COURT HEARING.

If the landlord gives you proper notice to move out for any reason but you stay, the landlord can file a Forcible Entry and Detainer (FED) case in court to get you out. This is the only legal way for the landlord to do so. An FED case is a court action which asks the Court to order a constable or sheriff to remove the tenant and return the property to the landlord and for unpaid rent or other charges. It could also be a court case by a tenant against a landlord who has illegally locked the tenant out. These cases are usually filed in Justice of the Peace Court, but can be filed in Superior Court. You can always try to make a deal with the landlord, even at the courthouse, to stay and pay later, or to move out at a certain time and drop the case, or some other arrangement. Usually the judge will honor such deals.

If the landlord is evicting you for not paying rent and you are not arguing that claim, you can pay the amount owed plus court costs and attorney's fees, if any, and reinstate the rental agreement any time before the judge makes a decision.

Note that the landlord, owner or attorney must file the case; an agent, manager, or management company may not sue for the landlord or owner. If an FED is filed against you, you will receive court papers which tell you where and when you have to go to court, in no less than two and usually about four or five days from the date you get the papers.

**BE PREPARED FOR A TRIAL ON THAT DAY!!** Go early to be sure you can find the right court. Take all needed documents (like receipts, notices you gave the landlord, etc) with you and your witnesses if possible. If you are unable to get needed witnesses to court that day or need time to get a lawyer, you can ask that the trial be postponed for a few days, but that is up to the judge. Unless you ask for a jury trial, a judge will decide your case. You can always represent yourself in court or a lawyer may do so, but you cannot represent someone else.

In court, you always have the right to tell your side of the story to the judge, even if you haven't paid rent. Be polite but determined so the Judge will let you talk. If the landlord did not maintain the place or promised to do something and failed to do it, or if there is some other reason why you think you do not owe all of the rent, say so. You should also ask the judge to dismiss the case against you if the landlord did not give you a proper notice to move out, did not give you the proper time to respond to a notice, refused to accept your rent, retaliated against you for some reason, or any other defense you have. If the landlord accuses you of something you didn't do, be sure and say so when it is your turn to testify. Remember that court is being recorded so say whatever you feel you need to say, and ask that it be recorded to be sure, especially if you think you may

want to appeal, because this will be your only chance to tell your story.

B. IF YOU LOSE IN COURT.

If the judge rules in favor of the landlord, the judge will enter a judgment (court order) for rent and any reasonable late fees owed, court costs (usually about \$80.00), attorney fees (if the landlord had a lawyer - in Tucson, usually \$125) and for possession of the dwelling. The judge will not decide anything about damages or deposits, because these cannot be determined until after you have moved out. The judge could include a "rent concession" in the judgment if you got free rent with the condition you finish out the lease and you did not. **Your social security number should never be contained on the judgment even if it appeared on the complaint at the time of the judgment. A.R.S. §12-1178(A).**

If you lose in Court, the judge must give you at least five days to move out, unless you are evicted for an "irreparable breach" such as an assault or serious property damage. The judge may give you more time if you ask for it and have a compelling reason.

C. REMOVAL BY THE CONSTABLE

If you have not moved out at the end of the time the judge sets, then the landlord can get a court order called a Writ of Restitution from the court without any further hearings. This orders the sheriff or constable to forcibly move you out. **If you have been lawfully served with a Writ of Restitution and you remain in or return to the dwelling unit without the express permission of the owner of the property or the person with lawful control of the property you are committing criminal trespass in the third degree pursuant to A.R.S. §13-1502. A.R.S. §12-1178(D).**

The actual timing of the forcible removal can vary but you should always ask the constable to allow you enough time to get your clothes, tools, identification, medicines and other important items. You may only have a few minutes, so plan for this possibility if a judge has ordered you out and you have not been able to move.

If you are evicted by a constable, you have the right to get your clothing, tools, professional books, identification, financial documents without paying anything, even if the judge said you owed the landlord money. Your landlord is required to inventory and safely store your property and must put them in a storage and notify you of his intention to sell them in 21 days if you do not pay for moving and storage and arrange to move them.

The landlord must take reasonable care of your belongings. He may store your belongings in an empty apartment on the premises or in a storage unit. The landlord must make a list of all of your belongings and let you know by certified mail where your belongings are stored and the costs for storage. To reclaim your property you are only required to pay the landlord the costs for removal of your property and reasonable storage fees. ARS §33-1368 Your landlord may not demand that you pay back rent as a condition of releasing your belongings.

## **VI. APPEALING A DECISION AGAINST YOU**

If you want to appeal the court's decision, you must file a Notice of Appeal and pay an appeal fee within five (5) calendar days after judgment. You must also pay a supersedeas bond within five (5) calendar days after judgment, in an amount set by the court, and rent each month the appeal is still pending if you wish to keep the landlord from evicting you while you appeal the case. You must pay for a CD of the trial as well. You must also pay a bond to cover costs on appeal. The cost of this bond, the CD fee and the appeal fee may be waived if you cannot afford to pay them. The supersedeas bond and the payment of ongoing rent may not be waived if you want to stay in your dwelling during the appeal. The forms for filing the appeal and applying for fee waivers are available at Justice Court or online at <http://jp.co.pima.az.us>. If you think you may appeal your case, make sure you ask the judge right after your trial to set the bonds. If the bonds are not paid before the time set for the writ of restitution, you can be evicted.

After the bonds are set and paid to the Clerk of the Justice Court, you will be notified that the CD is ready. You must then prepare a legal brief or memorandum explaining to the judge why you believe the decision was wrong. You will not be given a second trial; the appeal is based on the record (transcript) of the original trial, and on the parties' arguments. The other side will then file their brief or memorandum with the Justice Court.

Then you will receive a letter from the Clerk of the Superior Court telling you to pay a transfer/docketing fee. You may file to waive this fee as well. If this fee is not paid or waived, your appeal will be dismissed. You must also pay your monthly rent into court, or you will be evicted while the appeal is pending. The other party must also pay a docketing fee; if the other party fails to do so, you can get default judgment against them. Once all fees are paid and the case is transferred to the Superior Court, a judge there will review the CD or the transcript (if either party paid for the CD to be typed up) and make a decision either approving of the first judge's decision or reversing it or sending it back for further hearings.

Although you can represent yourself on appeal, it is best to consult a lawyer who knows the rules of procedure and evidence.

**REMEMBER:** This pamphlet is no substitute for legal counsel. It cannot cover all situations or cases; it only suggests some methods for dealing with common problems Arizona tenants will face.

## **VII. WORDS EVERY TENANT SHOULD KNOW**

1. Answer - The document a tenant files in Court in response to his or her landlord's "Complaint" seeking eviction. In an "Answer," the tenant denies some or all of the landlord's allegations. For example, if a landlord files a "Complaint" seeking to evict the tenant and tells the Court that he or she failed to pay rent and the tenant actually paid rent, the tenant's Answer would inform the Court that rent was paid and would ask the Court to deny the landlord's request to evict the tenant. In the answer, the tenant can also add a **counterclaim** (countersuit) if they think the landlord owes them some money for something related to the rental agreement. In eviction cases an answer in writing is generally not required. If the tenant does file one, there is a fee of \$16.00 in Justice Court in Pima County, but this can be waived or postponed if you cannot afford it and a judge agrees.
2. Appeal - A legal action in which a higher Court checks to make certain the lower Court complied with the law in making its decision. For example, if a tenant is evicted by a Justice Court, the tenant has a right to have that decision reviewed by the Superior Court. To do so, the tenant must file a Notice of Appeal in the Justice Court within five calendar days after the judgment of eviction and pay an appeal fee which varies by county. In Pima County this fee is \$24.00. This fee can be waived by a judge. In Arizona eviction cases, the appeal does not involve a new trial; the appeals judge listens to or reads the transcript and decides the appeal. A form for appealing is found at <http://jp.co.pima.az.us/>
3. Appellant - The party who appeals a lower Court's decision to a higher Court.
4. Appellee - The party who won in court and must defend the appeal. For example, a landlord wins an order of eviction. The tenant appeals the decision. The tenant is the "Appellant" and the landlord is the "Appellee."
5. Arizona Bar Association - The office which oversees the ethical practice of attorneys. To file a complaint or inquiry with regard to an attorney's conduct, contact the Arizona Bar Association at (602) 340-7280.
6. Attorney General's Office (civil rights complaints) - The State office authorized to oversee civil rights and discrimination complaints in Arizona. A tenant may file a complaint with the Arizona Attorney General's Office by going to [www.azag.gov/civil\\_rights/](http://www.azag.gov/civil_rights/) or by contacting the Tucson Office - 520.628.6500/877.491.5740 (toll free)/520.628.6872(TDD)/877.881.7552(toll free TDD).
7. Arizona Residential Landlord Tenant Act - The law that prescribes the rights and responsibilities of landlords and residential tenants in Arizona. It can be found at Arizona Revised Statutes §33-1301 or: [www.azleg.state.az.us/arizonarevisedstatutes.asp#](http://www.azleg.state.az.us/arizonarevisedstatutes.asp#).
8. Complaint - The document a person files with the Court to start a lawsuit or with the Attorney General's Office or HUD to request an investigation into possible housing discrimination.
9. Constable - An elected official who is authorized to execute Writs of Restitution and lock out tenants who are ordered evicted from their rental homes after a judgment of eviction is granted by a judge.
10. Cost bond - The money that a tenant must pay into the Court so that he or she can

appeal his or her case to the higher Court. If the tenant wins the appeal, he or she will receive this money back. If the tenant loses the appeal, this money will go to the landlord. This amount is different in different counties. In Pima County it is \$75.00.(This bond may be waived if the tenant cannot afford to pay it.) This amount is in addition to the cost of the appeal.

11. Continuance - The legal term used to describe a delay or postponement in the proceedings. If a tenant needs more time to prepare a defense to the eviction action, he or she may request, but not necessarily receive, a continuance of the trial.
12. Crime Free Addendum - An add-on to leases that some landlords require a tenant to sign where the tenant agrees not to commit any crimes on the premises, nor allow his or her guests to do so. Breaking such an agreement could result in the landlord filing an immediate eviction case in court, even without an arrest or conviction, but the landlord must prove that the tenant was involved with a crime.
13. Damages - A legal term used to describe the losses suffered by a person bringing a lawsuit or a countersuit. These could be for damage to property, emotional damage, or simply unpaid rent .
14. Defendant - The person being sued in a court case. In an eviction action the landlord is the Plaintiff and the tenant is the Defendant.
15. Diminution of value - The reduced or “lessened” value of something. Sometimes it can be a defense to an eviction action. For example, a tenant rents an apartment for \$700 a month. The unit gets flooded and is no longer worth the full rental value. If the landlord files an eviction action alleging that the tenant failed to pay all of the rent, the tenant may be able to defend against the eviction action by saying that the property is not worth the full rental value.
16. Discovery - A process by which parties to a lawsuit conduct a formal investigation into the facts of the case. Depositions, interrogatories (written questions), and requests for admissions are forms of “discovery.”
17. Essential Services - Services such as running water, hot water, gas, electric, heat, air-conditioning. See Arizona Revised Statutes §33-1364.
18. Eviction - The means by which a landlord legally removes a tenant from a rental property. This can only be done by filing a case in court, serving papers on the tenant, giving the tenant an opportunity to explain their side of the story, getting a decision from a judge that the tenant may be evicted and the constable locking the tenants out. “Lock-outs,” where a landlord simply locks out a tenant without first obtaining a court order, are illegal in Arizona.
19. Fair Housing Laws - The federal and state laws that make it illegal to discriminate in the rental, sale, financing and insuring of housing. Such laws prohibit discrimination based on race, color, religion, national origin, gender (sex), disability (physical and/or mental) or familial status (families with children) with regard to all types of housing, including single family homes, apartments, condominiums and mobile homes.
20. Forcible (Entry and) Detainer (FED) - The Arizona term used to describe evictions - such as commercial evictions - that are not covered by the Arizona Residential

Landlord Tenant Act. See Arizona Revised Statutes §12-1171

21. Holdover Tenant - A person who remains in his or her rental unit after the rental agreement or lease has expired or been terminated. Holdover tenants are subject to damages up to two times the month's rent. See Arizona Revised Statutes §33-1375.
22. HUD - The U.S. Department of Housing and Urban Development is the federal department authorized to oversee housing discrimination complaints. See [www.hud.gov](http://www.hud.gov). To file a housing complaint in Arizona contact the Phoenix office at 602.379.7100 or the Tucson office at 520.670.6000.
23. Immediate eviction - If a landlord claims that a tenant committed some serious act such as shooting a gun on the property, threatening other tenants or the like, they can give a notice and file court papers immediately. At the trial, if the tenant loses, the judge can order the tenant evicted in 12-24 hours.
24. Initial appearance - The first time a person in a case goes to Court. In Arizona, the "initial appearance" is often the trial in eviction cases, unless the trial is postponed by the judge. So be prepared!!
25. Judgment of Eviction - A Court order granting a writ of restitution to a landlord and giving permission to have the constable physically remove the tenant and his/her property.
26. Jury Trial - A trial that leaves the decision-making (who wins; who loses) to a panel of citizens rather than a judge or justice of the peace. See Arizona Revised Statutes §§12-1176. If you want a jury trial for your eviction case, you must ask for it as soon as you appear at your initial appearance.
27. Justice of the Peace - An elected official who decides cases such as eviction cases, in the Justice Courts. Generally, justices of the peace are not attorneys.
28. Lease Agreement - The contract entered into by a landlord and a tenant regarding rental property.
29. Lock-Out -When a landlord changes the locks of a rental unit without first getting the Court's permission to do so or otherwise kicks then tenant out by him/herself. "Lock-outs" are illegal in Arizona.
30. Material Breach - A significant violation of a rental agreement by either the tenant or the landlord that operates to break their agreement.
31. Mobile Home Parks Residential Landlord Tenant Act - The Arizona law that governs mobile home parks (4 or more spaces for mobile homes). See Arizona Revised Statutes §33-1401 et seq. If the park owns the mobile home as well as the space, the regular landlord tenant laws apply. If tenants rent only the lot and own or are buying their mobile home, the Mobile Home Act applies.
32. Mutual Recision (Termination) - An agreement between a landlord and tenant to end their lease agreement before it expires.
33. Non-payment of Rent -When a tenant does not pay his or her rent on time. It is grounds for eviction. Loss of employment, illness and the like are not defenses to

an eviction for non payment..

34. Notice of Termination of Rental Agreement - A written notice that a landlord provides to a tenant regarding the landlord's intention to seek eviction. In Arizona, a tenant will generally receive a twenty-four hour notice for "immediate eviction" (criminal activity); a five day notice for non-payment of rent; a five day notice for health and safety violations or a ten day notice for any other material breach of the lease agreement. See Arizona Revised Statutes §33-1368.
35. Partial Payment -When a tenant, or someone acting on behalf of the tenant, pays part but not all of the rent due. In Arizona, the making of a partial payment may be a defense to an eviction action. See Arizona Revised Statutes §33-1371.
36. Party - A general term for someone involved in a lawsuit.
37. Plaintiff - The person bringing a lawsuit. In an eviction action, the landlord is the "Plaintiff" and the tenant is the "Defendant."
38. Project-Based Section 8 Housing - Housing units that are funded by the federal government. In this type of housing the rental unit, not the tenant, is subsidized. If the tenant moves or is evicted, he or she is not entitled to automatically have their rent subsidized elsewhere.
39. Pre-Termination Meeting (Hearing) - A "pre-eviction" meeting granted by certain federal housing programs which allows a tenant to meet with management before an eviction action is filed so problems can be resolved and eviction can be avoided, if possible. Pre-termination meetings are not required when the alleged breach involves criminal activity.
40. Public Housing - Housing that is owned and operated by a City or a Housing Authority where the tenants rent is subsidized in whole or in.
41. Reasonable Accommodation - The legal term used to describe a change in policies or procedures to allow a person with a disability to secure housing or to fully access and enjoy their home.
42. Rental Agreement - The contract between a landlord and a tenant regarding rental property. In Arizona, a rental agreement can be oral, written or implied. Sometimes a rental agreement is called a lease agreement.
43. Retaliation - When a landlord seeks to evict or otherwise harm a tenant for asserting his or her rights - to have repairs made, start or join a tenant's association, file a complaint with a governmental agency regarding housing, building code or wage-price violations. See Arizona Revised Statutes §33-1381.
44. Section 8 (Housing Choice Voucher) Program - A federal program that pays part of the rent for low income tenants in approved units the tenant chooses. Basically under this program the tenant pays about 30% of their income. Here the subsidy stays with the tenant if they move. The tenant's share of the rent should be the same for Section 8 Vouchers, Section 8 Project Based Apartments, and Public Housing.
45. Security Deposit - The money a landlord may require before a tenant can move into an apartment. Such money is used to reimburse the landlord for any damages or

money owed at the time the tenant moves out. In Arizona this is generally limited to 1 ½ times the monthly rent.

46. Service of Process - The delivery of Court papers.
47. Special Detainer - Residential evictions in Arizona courts.
48. Stipulated Judgment - An agreement between the landlord and the tenant in a court eviction case. This could be an agreement that the tenant will move out or can be evicted on a certain date, that the tenant owes a certain amount of money or anything else. Generally, this kind of agreement requires the tenant to give up his or her right to set aside the agreement at a later date or appeal.
49. Supersedeas Bond - An amount of money paid into the Court by someone who wants to stop collection of a money judgment or stop the constable from carrying out a legal eviction pending appeal. This bond is paid when a tenant wants to remain in his or her rental unit while the case is on appeal. The amount is set by a judge. The tenant must also pay the rent as it comes due during the appeal or can be evicted while the appeal is pending.
50. Tenants' Association or Tenants' Union - A group of renters that come together to help one another enforce tenants' rights.
51. Trial -The legal proceeding where landlord and tenant can testify and present evidence in a Court of law. A "bench trial" is a hearing in front of a judge or justice of the peace; a jury trial is a hearing in front of citizens from the community. In eviction cases, either party can request a jury trial. Unlike most all other law cases, the first appearance in court is usually the trial.
52. Writ of Execution -A court order that authorizes a person who wins a lawsuit to collect the monies owed by the other party. For example, if the Court awards a landlord back rent, the landlord can use a Writ of Execution to collect that money from the tenant by having the constable seize and sell property not protected by law.
53. Writ of Restitution - A court order that authorizes a constable to physically remove a tenant from a rented unit after a judgment of eviction is issued, either after a trial or after a tenant fails to appear for court. These can be issued on the 6<sup>th</sup> day after court, or on the next day if the judge finds grounds for an immediate eviction.

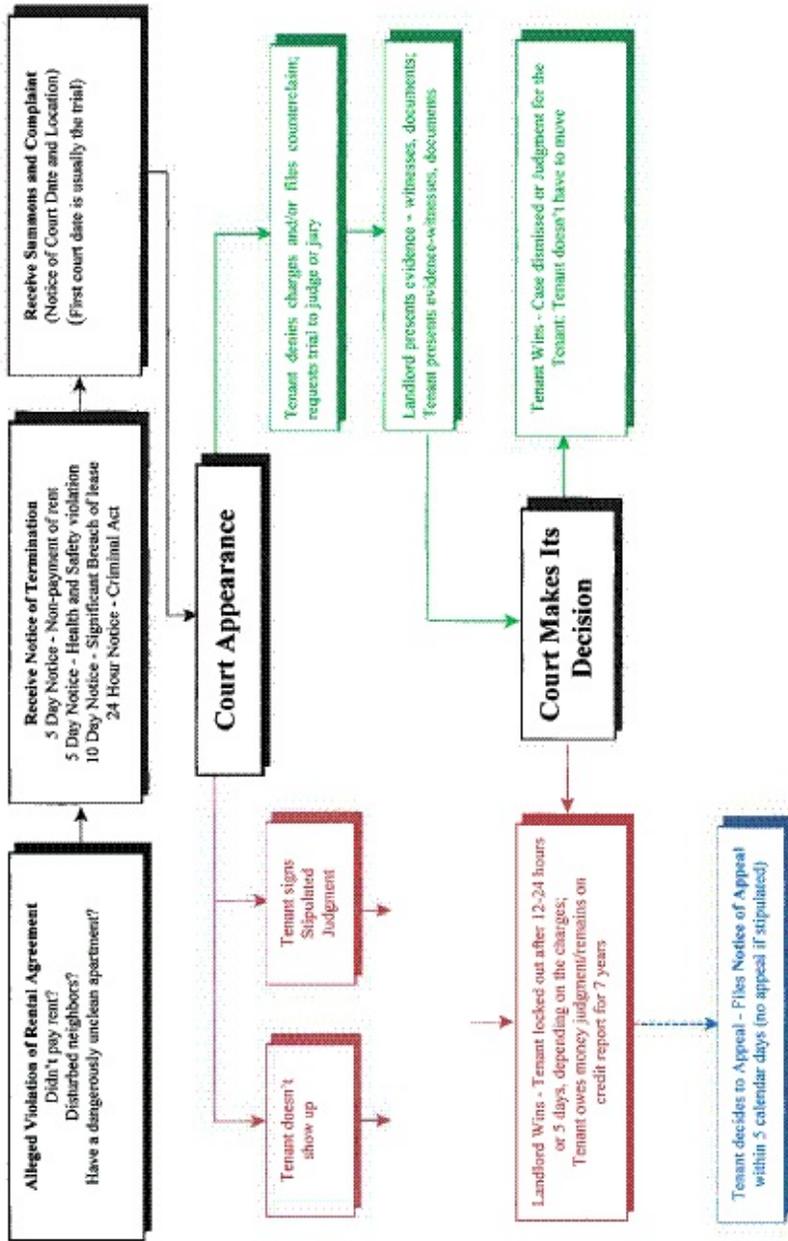
NOTE: All the laws referred to in this pamphlet can be found at:

[www.azleg.state.az.us/arizonarevisedstatutes.asp#](http://www.azleg.state.az.us/arizonarevisedstatutes.asp#), click on statutes, then find the numbered law.

Thanks to Phyllis Roestenberg, Assistant Arizona Attorney General and former housing attorney with Community Legal Services, Phoenix, for an earlier version of this glossary.



# Getting Evicted from Residential Rental Property in Arizona



Courtesy of Phyllis Rostenberg, Assistant AZ AG and Former CLS Housing Attorney

## VIII. FLOW CHART (GETTING EVICTED FROM RESIDENTIAL RENTAL PROPERTY IN ARIZONA)

**IX. APPENDIX: FORMS**

**FORM A**  
DWELLING CONDITION CHECKLIST

Tenant \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Landlord \_\_\_\_\_  
Manager \_\_\_\_\_  
\_\_\_\_\_

CODE  
G = good  
F = fair  
U = unsatisfactory

In: Condition at Move-In

Out: Condition at Move-In

Kitch. Bath 1 Bath 2 Liv.Rm. Hall Fam.Rm. BR 1 BR 2  
In/Out In/Out In/Out In/Out In/Out In/Out In/Out In/Out

Ceiling \_\_\_\_\_  
Walls \_\_\_\_\_  
Floors \_\_\_\_\_  
Window \_\_\_\_\_  
Doors \_\_\_\_\_  
Cabinets \_\_\_\_\_  
Electrical \_\_\_\_\_  
Ventilation \_\_\_\_\_  
Plumbing \_\_\_\_\_  
Refrig. \_\_\_\_\_  
Stove \_\_\_\_\_  
Oven \_\_\_\_\_  
Table \_\_\_\_\_  
Chairs \_\_\_\_\_  
Furniture \_\_\_\_\_

DESCRIBE ANY UNSATISFACTORY CONDITIONS IN DETAIL:  
\_\_\_\_\_  
\_\_\_\_\_

Exterior \_\_\_\_\_

WALLS	DOORS	ROOF	YARD
<u>In Out</u>	<u>In Out</u>	<u>In Out</u>	<u>In Out</u>

Move-In Landlord _____	<u>REMARKS</u>	Tenant _____
	(DATE)	(DATE)
Move-In Landlord _____		Tenant _____
	(DATE)	(DATE)

**FORM B**  
DEMAND FOR SECURITY DEPOSIT

To: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

Dear Landlord:

I have moved out of the dwelling unit located at \_\_\_\_\_ on \_\_\_\_\_, 200\_\_\_\_.

Please return my security (and/or cleaning) deposit within fourteen (14)\* days from date of receipt of this letter as required by law, A.R.S. §33-1321.

\_\_\_ I will return to your office to pick up my deposit on \_\_\_\_\_, 200 \_\_\_\_.

OR

\_\_\_ Please mail my deposit to me at the following address:

\_\_\_\_\_

Thank you for your cooperation.

Sincerely,

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

\*Fourteen (14) days if delivered personally; if mailed, add five (5) days. If mailed, send this and other notices contained in this Appendix by Certified Mail, Return Receipt Requested.

**FORM C**  
DEMAND FOR REPAIRS - 10 DAYS

To: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

Dear Landlord:

Since Arizona law requires you to maintain the dwelling in a fit and habitable condition and in reasonable repair, I am writing to inform you of the need for repairs, as follows:

These unrepaired conditions are a material non-compliance with the rental agreement, and so I am notifying you that I intend to terminate my tenancy on \_\_\_\_\_ (at least ten (10) days after the landlord receives this notice) unless you take action on these repairs within ten (10) days as provided in A.R.S. §33-1361.

I hope it will not be necessary to terminate the rental agreement.

Sincerely,

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

**FORM D**  
DEMAND FOR REPAIRS - 5 DAYS

To: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

Dear Landlord:

Due to lack of maintenance, my dwelling has certain hazards that materially affect health and safety. Since Arizona law requires you to maintain property in a fit and livable condition and in reasonable repair, I am writing to inform you of the need for repairs, as follows:

Since these conditions pose material health and safety hazards, I am notifying you I intend to terminate my tenancy on \_\_\_\_\_ (at least five (5) days after the landlord receives this notice) unless you take action on these repairs within five (5) days as provided in A.R.S. §33-1361.

I hope it will not be necessary to terminate the rental agreement.

Sincerely,

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

**FORM E**  
NOTICE OF PLAN TO USE SELF-HELP REMEDY FOR REPAIRS

To: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

Dear Landlord:

Since Arizona requires that you maintain the property in a fit and habitable condition and in reasonable repair, I am writing to inform you of the need for repairs, as follows:

I hope that you will make these repairs as soon as possible. If I do not receive a response from you within ten (10) days (or as promptly as conditions require in case of emergency), I will be forced to have the repair work done by a licensed contractor pursuant to A.R.S. §33-1363. I will then deduct from my rent the actual and reasonable cost of the work. (Not to exceed \$300.00 or one-half the monthly rent whichever is greater).

Sincerely,

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

**FORM F**  
SELF-HELP REMEDY: COMPLETION

To: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

Dear Landlord:

On \_\_\_\_\_, 200\_\_, I notified you of my intent to use the self-help remedy pursuant to A.R.S. §33-1363 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. I have attached a copy of the bill marked paid which itemizes the work done. I have also attached a copy of the lien waiver filled out by the contractor.

I will be deducting from my next rental payment the amount paid to the licensed contractor for the actual and reasonable cost of the work. (Not exceeding \$300.00 or one-half the monthly rent whichever is greater).

Sincerely,

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

**FORM G**  
WAIVER OF CONTRACTOR LIEN FOR REPAIRS

I, \_\_\_\_\_, ROC# \_\_\_\_\_, hereby waive any  
(name of contractor)  
lien I may have for work performed on \_\_\_\_\_ at the  
(dates of work)  
premises located at \_\_\_\_\_.  
(address of dwelling)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**FORM H**  
UNLAWFUL LOCK-OUT

To: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

Dear Landlord:

On \_\_\_\_\_, 200\_\_, I was locked out of my dwelling located at \_\_\_\_\_, #\_\_\_\_\_. I am writing to notify you that you are in violation of Arizona law, A.R.S. §33-1367, which makes a lock-out illegal. Pursuant to A.R.S. §33-1367, you may be liable for minimum statutory damages of two (2) months' rent or twice actual damages, if proved. Please remove the locks immediately and let me back in to my home or I will take legal action to recover possession of the premises and damages.

Sincerely,

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

**FORM I**  
UNLAWFUL HOLDING OF PERSONAL BELONGINGS

To: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

Dear Landlord:

On \_\_\_\_\_, 200\_\_, you took my personal belongings from the dwelling located at \_\_\_\_\_, (Apt. #)\_\_\_\_\_ and are holding them. I hereby offer to pay a reasonable amount for moving and storing my property, but you have not told me what that amount is and where my property is stored. I also want to immediately get my clothes, tools medicine and identification papers without payment, as stated in ARS §33-1368. Please contact me immediately so I can reclaim my property.

If you fail to notify me and return my property, you will be violating Arizona Law, A.R.S. §§ 33-1368, 1370 and 1372 and it may be necessary for me to take legal action against you.

Sincerely,

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

**FORM J**  
ILLEGAL UTILITY SHUTOFF

To: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

Dear Landlord:

On \_\_\_\_\_, 200\_\_, you or your agent wrongfully shut off the (electricity) (gas) (water) for my dwelling. Your actions constitute a violation of the Arizona Residential Landlord Tenant Act. A.R.S. §33-1367 provides that a landlord who intentionally or wilfully shuts off a tenant's utilities is subject to damages of two months' rent or twice actual damages, whichever is greater. The Act provides that the only way a landlord may evict a tenant is by legal action. Shutting off utilities in an attempt to force a tenant to pay a past due bill or to make the tenant move violates the Act.

Please turn the utilities back on immediately to avoid being sued for two months' rent and other possible damages.

Sincerely,

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

**FORM K**  
NOTICE OF VACATING AND REQUEST FOR INSPECTION

To: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

Dear Landlord:

I am writing to inform you that I intend to vacate the dwelling located at \_\_\_\_\_  
\_\_\_\_\_, # \_\_\_\_\_, as of \_\_\_\_\_, 200\_\_\_\_.

If you do not inspect, I will assume you accept the dwelling in as good condition as  
when I took possession, ordinary wear and tear excepted.

Sincerely,

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

(See Also Form B, Demand for Security Deposit).

**FORM L**  
NOTICE OF VACATING BEFORE LEASE EXPIRES

To: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

Dear Landlord:

I plan to move out of my dwelling located at \_\_\_\_\_,  
# \_\_\_\_\_, on \_\_\_\_\_, 200\_\_\_. Because I wish to keep damages at a  
minimum, I am enclosing the names, addresses and phone numbers of persons who have  
expressed an interest in renting this dwelling on or about \_\_\_\_\_, at the  
same rent that I pay. Please advise me of the steps you take to re-rent the property.

The names, addresses, and phone numbers are:

Sincerely,

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

**FORM M**  
NOTICE OF EARLY TERMINATION OF RENTAL AGREEMENT  
FOR DOMESTIC VIOLENCE

To: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

Dear Landlord:

I am a victim of domestic violence; therefore, I request early release from my rental agreement on some mutually agreed upon release date in the next thirty days pursuant to A.R.S. §33-1318.

As required by A.R.S. §33-1318, I have attached one of the following documents:

- \_\_\_\_\_ A copy of a protective order issued pursuant to §13-3602 to me, a tenant who is a victim of domestic violence.
- \_\_\_\_\_ A copy of a written police report that states that I notified a law enforcement agency that I was a victim of domestic violence.

Sincerely,

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

## **SOUTHERN ARIZONA LEGAL AID, INC. (OFFICES)**

### **Tucson Office**

Continental Building  
2343 E. Broadway Blvd., Suite 200  
Tucson, AZ 85719-6007  
BUSINESS #: (520) 623-9465;  
1-800-640-9465; FAX (520) 620-0443  
APPLICANTS FOR NEW SERVICES#:  
(520) 623-9461 or 1-800-248-6789

### **Cochise, Graham/Greenlee Counties**

400 Arizona Street  
Bisbee, AZ 85603  
(520) 432-1639; 1-800-231-7106  
FAX: (520) 432-1641

### **Tohono O'odham Legal Services**

(Sells Office)  
Continental Building  
2343 E. Broadway Blvd., Suite 200  
Tucson, AZ 85719-6007  
BUSINESS #: (520) 623-9465;  
1-800-640-9465; FAX (520) 620-0443  
APPLICANTS FOR NEW SERVICES#:  
(520) 623-9461 or 1-800-248-6789

### **Santa Cruz Office**

Continental Building  
2343 E. Broadway Blvd., Suite 200  
Tucson, AZ 85719-6007  
BUSINESS #: (520) 623-9465;  
1-800-640-9465; FAX (520) 620-0443  
APPLICANTS FOR NEW SERVICES#:  
(520) 287-9441 or 1-800-248-6789

### **Pinal County Office**

766 North Park  
Casa Grande, Arizona 85222  
(520) 316-8076; FAX: (520) 316-8063  
1-877-718-8086

### **White Mountain Legal Aid**

5658 Highway 260 Ste. 15  
Lakeside, AZ 85929  
(928) 537-8383; FAX: (928) 537-1838  
1-800-658-7958

### **Four Rivers Indian Legal Services**

403 Seed Farm Road  
P.O. Box 68  
Sacaton, AZ 85247  
(520) 562-3369; FAX: (520) 562-3900  
1-866-312-2290

### **White Mountain Apache Legal Services**

New Human Services Bldg.  
116 East Oak St.  
P.O. Box 1030  
Whiteriver, AZ 85941  
(928) 338-4845; FAX: (928) 338-1436  
1-866-312-2291

# NOTICE

## TITLES VI & VII OF THE CIVIL RIGHTS ACT AMERICANS WITH DISABILITIES ACT AGE DISCRIMINATION ACT

Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, Southern Arizona Legal Aid Inc. prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The Southern Arizona Legal Aid, Inc. must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the Southern Arizona Legal Aid, Inc. must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Southern Arizona Legal Aid, Inc. will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact Doris Lee Butler, Chief Operations Officer - (520) 623-9465. Para obtener este documento en otro formato u obtener información adicional sobre esta política, Doris Lee Butler, Chief Operations Officer - (520) 623-9465.

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### WARNING

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THIS PAMPHLET WAS MOST RECENTLY UPDATED: **January 2014**