

Firebird Housing Specialists

Overview of Arizona Residential Landlord Tenant Law: Arizona Revised Statutes (ARS) Title 33, Ch. 10

You may pick up a copy of the Landlord Tenant Act or the Mobile Home Parks publication from customer service at the following locations: 14 N. 18 Ave in Phoenix or 400 W. Congress 2nd Floor, Room 252 in Tucson.

General Information

This pamphlet explains important points under the Arizona Residential Landlord and Tenant Act. It is an overview of Arizona law, but it does not explain everything in the law that might be important to a specific case.

Court employees are prohibited from practicing law; they can provide general assistance, but can't give you legal advice. You are encouraged to take specific landlord/tenant matters to an attorney.

This document does not address:

- Public housing operated by a government agency.
- Business rentals.
- Nonresidential rentals.
- Tenants' rights to make repairs and deduct the cost of those repairs from the rent, or other "self help" rights of tenants.
- Eviction for health or safety reasons, or abandonment of the dwelling by the tenant.
- Mobile home lot rentals (although the information here does apply to rental of mobile homes).

The Rights and Obligations of Landlords

I. General Matters

- a) As a landlord, you can collect and receive rent in a timely manner.
- b) You can establish rules and regulations which are reasonable, fair and explicit -- and which are applied uniformly to all tenants.
- c) You must rent to families with children unless the rental dwelling is in a subdivision or area which is restricted to adults only (by formal deed restrictions) or which qualifies as housing for older persons, under the Fair Housing Act.
- d) You cannot refuse to rent to someone because of his/her race, sex or disability.
- e) You can withhold part or all of a security deposit if the tenant owes you rent or other reasonable charges. You must provide the tenant with written itemization of any damage costs.
- f) All deposits you receive from renters are refundable unless otherwise stated in writing.

II. Rental Agreements and You

- a) Rental agreements can usually be oral or written for rental periods of 12 months or less, but if your tenant is renting for longer than 12 months, the agreement must be in writing. You must give the tenant a signed copy of the agreement with all blank spaces filled in.

- b) If you and the tenant do not formally establish how long the rental agreement will last, then it becomes a month-to-month agreement, and rent is due to you on the first day of each month.
- c) If your tenant fails to pay the rent on time, you can collect all reasonable charges specified in the rental agreement.
- d) You can raise the amount of the rent after the full-term of any rental agreement has expired. If the tenant is renting month-to-month, you can raise the rent only after providing one full month's advance notice to the tenant. Rent can also be raised during the term of a lease to add any increase in the transaction privilege tax or other increase specifically provided for in your rental agreement with the tenant.

III. Condition of the Premises

- a) Your rental dwelling must be safe, clean and habitable. Any appliances provided by you must be in good working order.
- b) You must supply running water and reasonable amounts of hot water to your tenant(s). You also must supply reasonable heating and cooling if heating and cooling units are installed in the dwelling and you offered them as part of the rental arrangement with the tenant. You must supply gas or electric utilities service.
- c) You can enter the premises to inspect, make repairs, alterations, decorations or improvements at reasonable times, if you provide at least two days' advance notice to the tenant.
- d) In case of emergency, you can enter the premises without the tenant's consent.

IV. Your Conduct

- a) You must enforce the rules and regulations involving your rental property uniformly and fairly for all your tenants. New rules or regulations require 30-days notice to existing tenants.
- b) You have the right to require your tenant(s), their families and guests to act in a way which does not disturb others.
- c) You must be truthful concerning condition of premises, availability, future changes, etc.

V. Ending the Rental Relationship

a) *When there is no dispute about rent being due:*

1. If your tenants are renting month-to-month, you must give them at least 30 days notice -- in writing -- before the next rent payment would normally fall due.
2. You must allow tenants to be present during move-out inspection.

b) *When tenants have fallen behind in their rent payments:*

1. You must notify your tenants, in writing, that they have five calendar days in which to pay their past due rent, or your rental agreement with them will be terminated, and they will be evicted. You can give them the written notice any time the rent is past due.
2. You must either hand-deliver the five day notice to the tenants, or send it to them by certified or registered mail.

3. If you send the notice by certified or registered mail, it will be considered received on the date the tenant signs for it, or five days after you mailed it, whichever occurs first.

VI. Things You're Not Allowed To Do

- a) You cannot keep tenants' belongings in place of rent money they may owe you.
- b) You cannot lock tenants out of the rental dwelling (or intentionally cut off electric/gas/water or other essential services) until one day after an eviction order (called a Writ of Restitution) signed by the court has been served on the tenant(s).
- c) You cannot raise the rent to specifically retaliate against a tenant for complaining about housing code violations, for joining a tenant union, or for complaining about your failure to keep the dwelling fit.

The Rights and Obligations of Tenants

VII. General Matters

- a) You must pay the rent by the date it is due, and you have the right to obtain a receipt from the landlord.
- b) Any security deposit and/or advance rent required from you by the landlord cannot exceed 150 percent of one month's rent. However, you can voluntarily pay more than one-and-one-half month's rent in advance.
- c) You can get back the balance of any refundable security deposit within 14 business days after your rental agreement with the landlord has been terminated. However, the landlord may deduct any rent or other reasonable charges (which must be itemized in a written statement) from your security deposit.
- d) Any redecorating or clean-up deposits which you pay are also returnable to you unless your rental agreement with the landlord states otherwise.

VIII. Rental Agreements and You

- a) All blank spaces in a written rental agreement must be filled in, and you must receive a signed copy.
- b) The agreement should indicate whether the landlord or tenant is responsible for paying specific utility bills.
- c) Rental agreements remain in effect unless:
 - the landlord or tenant violates the conditions of the agreement, and proper notice is given to either party by the other;
 - both you and the landlord agree to end the agreement; or
 - either you or the landlord gives the other party proper notice that the agreement will be terminated.
- d) Your landlord cannot raise your rent, except:
 - when the full term of any written rental agreement has expired;
 - after providing you with at least one month advance notice, in the case of a month-to-month agreement;
 - when a written rental agreement specifically provides for increases in the amount of your rent; or
 - when a transaction privilege tax on residential property is increased.

IX. Condition of the Premises

- a) You must keep the rental premises as clean and safe as the condition of the dwelling permits.
- b) You must dispose of all garbage, rubbish and other wastes in a clean and safe manner.
- c) You must keep all plumbing fixtures clean, and use appliances and supplied utilities in a reasonable manner.
- d) You must allow the landlord to enter the rental premises for repairs/inspections at reasonable times, after the landlord has given you at least two days advance notice.
- e) In an emergency, the landlord can enter without your consent.

X. Your Conduct

- a) You must not damage or destroy any part of the rental premises.
- b) You are responsible for the actions of your guests.
- c) You are entitled to privacy and peaceful use of the premises. You must not act in a way which disturbs neighbors.
- d) You must promptly return all keys to the landlord when you move out.
- e) You must be truthful about information concerning occupants, pets, income, employment or criminal history.

XI. Ending the Rental Relationship

a) *When there is no dispute about rent being due:*

1. If you are renting month-to-month, you must provide the landlord with written notice -- at least 30 days before your next payment would be due -- that you will be terminating the rental agreement.
2. If you are renting for a longer period you still may be required to provide the landlord with written notice of your intent to terminate the rental agreement. Carefully read the terms of any agreement to see what requirements apply to you.

b) If you have fallen behind in your rent payments:

1. You can stay in the rental dwelling if you pay any past due rent and late charges within five calendar days of being given legal notice by the landlord of possible termination of your rental agreement.
2. If, after your landlord files suit against you, but before a judge issues a ruling, you pay the rent, late charges, court costs and reasonable attorney fees, you also can stay in the rental dwelling. Your landlord cannot force you to move out unless a judge grants an order for your eviction (called a Writ of Restitution), and the order is served on you (usually by a sheriff or constable). If judgment is in favor of the landlord in a special detainer case, the landlord has sole discretion regarding the reinstatement of the rental agreement.
3. If your landlord accepts a partial payment of the rent you owe, the landlord still may have the right to evict you unless you have a written agreement that allows you to stay.
4. You can be held liable for two months rent (or twice the amount of any damages you caused) after your rental agreement with your landlord is terminated if it is found that you willfully failed to act in good faith, according to the terms of your rental agreement.

XII. Remedies Available to You

You may be entitled to two months free rent (or twice the amount of damages you may have suffered) if your landlord wrongfully locks you out of the dwelling or intentionally cuts off essential services.

Key Words

Business Days - Days on which the court is open; does not include weekends and holidays. (Never count the day a notice is delivered or the complaint is served; start counting the next day. Count calendar or business days as indicated.)

Calendar Days - Every day on the calendar, including weekends and holidays.

Judgment - A judge's decision in a dispute.

Landlord - An owner or person who leases a residence to the tenant.

Notice - Actions or words which reasonably inform another party of something that is going to happen.

Premises - A dwelling unit, and the structure of which it is part, including the furniture, utilities and grounds associated with the rental property.

Rental Agreement - A written or oral contract for rental of the premises. If the tenant is renting for more than 12 months, the agreement must be in writing.

Tenant - A person entitled to occupy a rental dwelling.

Termination - The end of a rental agreement.

Writ of Restitution - An eviction order signed by a judicial officer.

Other Information Sources

- *Arizona Landlord/Tenant Residential Evictions for Non-Payment of Rent pamphlet* -- available at your courthouse or the Arizona Administrative Office of the Courts.
- A copy of the *Arizona Landlord and Tenant Act* -- available from the Secretary of State's office, county law library or justice of the peace court.
- Your local county bar association (listed in the white pages of the telephone directory).
- Lawyers in your area (listed in the Yellow Pages).
- If you cannot afford an attorney, you may qualify for free legal representation. Call your local legal aid office (listed in the telephone directory).
- Other publications dealing with landlord/tenant relations may be found in public libraries and bookstores.
- Community Information and Referral Services statewide, 24-hour, bilingual help line number is (602) 263-8856 or 1-800-352-3792.