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# ARIZONA TENANTS' RIGHTS AND RESPONSIBILITIES HANDBOOK

A GUIDEBOOK FROM MOVE-IN TO MOVE-OUT  
INCLUDING SAMPLE FORMS

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*Volunteer Lawyers Program  
Community Legal Services  
Servicios Legales de la Comunidad  
in cooperation with  
Arizona Community Action Association*

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# *SAMPLE FORMS*

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NOTICE OF VACATING—TENANT TERMINATING LEASE.....	FORM L
NOTICE FOR RETURN OF SECURITY DEPOSIT.....	FORM M

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# *INTRODUCTION:*

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This booklet explains some of your rights and obligations as a tenant in Arizona. **THIS BOOKLET IS NOT A SUBSTITUTE FOR LEGAL ADVICE.**

All information in this booklet comes from The Arizona Residential Landlord and Tenant Act (revised September 19, 2007). You can get a free copy of the Act from the Arizona Secretary of State's Office in Phoenix (see the blue pages in your telephone book), 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. A copy is also available online at:

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

The Landlord/Tenant Act and this booklet 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. Public housing projects or public institutions;
3. Property bought under a sales contract;
4. Hotel, motel, or recreational lodging;
5. Property provided by a landlord in exchange for work as a manager or custodian; or
6. Certain other situations found in A.R.S. §§ 33-1308 and 33-1310(3).

This booklet 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 booklet. 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.

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# *PART ONE:*

## *Moving In*

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### I. Choosing a Home

- A. Make sure the home fits your needs and your budget. Failure to pay rent causes most evictions, so make sure you can afford to pay the rent on time.
- B. Review the rules over such things as pets, parking, and overnight guests, and make sure that you can follow them. Not following the rules could also result in an eviction.
- C. Find out whether you or your landlord is responsible for the utilities, including water, gas, and electricity.
  - 1. If a landlord charges you separately for utilities, the lease 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, gender, family status, religion, or disability.
  - 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](http://www.azag.gov/civil_rights) and [www.hud.gov](http://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

- A. Find out if the lease 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 lease 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, a landlord may not change 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 or repair costs from the deposit. (See “Moving Out” on page 21.)

## III. Signing a Lease

- A. Read all parts of the rental agreement. Make sure that the lease includes the following information:
  - 1. Names, addresses, and phone numbers of both owner and manager;
  - 2. Location and unit number of the property that you are renting;
  - 3. Rent amount and when due;
  - 4. Who is paying the utilities (electricity, gas water, etc.);
  - 5. Amount of the security deposit, cleaning, or redecorating deposits, if any, and whether they are refundable or nonrefundable;
  - 6. Length of lease; and
  - 7. Rules and regulations for tenants, if any (this may include homeowner’s association rules).
  - 8. The names of the people allowed to reside in the premises.
- B. When you sign a lease, you agree to rent the home for the full lease period. If you choose to move out before the lease is over, you must still pay the rent until the lease ends or a new renter signs an agreement to rent the property.
- C. You must be truthful on your rental application. If you lie, the landlord may have reason to evict you.

D. If your landlord lies about important information such as your unit number, rules, fees, or utility services, you might have reason to break the lease.

#### E. Oral Lease Agreements

1. Agreements to rent for one year or more must be in writing (see “Signing a Lease,” 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

1. First, inspect the home 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 booklet.
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, then date and sign the list and give a copy to the landlord.
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.

#### B. Record-Keeping

1. The landlord must give you a signed copy of the lease, and any addendums or rules referred to in your lease, and a copy of the completed checklist from the walk-through.
2. Keep these records in a safe place where you can easily find them if you need them in the future.

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 YOU WILL FACE.

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# *PART TWO:*

## *Your Responsibilities*

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### I. Paying Rent

- A. You must pay your rent in full and on time. It is the reason the landlord allows you to rent the property. Inability to pay rent because of job loss, financial hardship, or medical problems **will not** stop an eviction.

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.

- B. The landlord is not required to give you more time or make special payment arrangements with you. (See “Evictions” on page 25.)

### II. Maintaining the Home

- 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. (See “Failure to Maintain Home” on page 14.)
- G. You must not negligently or deliberately damage any part of the property or let any guest cause damage or you will be held responsible for those damages.
- H. You must not disturb your neighbors’ peaceful enjoyment of the premises.

### III. Granting Access

- 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 prospective 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.

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# *PART THREE:*

## *Your Rights*

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### I. Habitability

#### 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 home;
2. Make repairs necessary to keep the home in a fit and livable 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 sections 1 and 2 above.

#### C. If you believe the landlord has violated any of his legal responsibilities, refer to the “Failure to Maintain Home” section on page 14.

## II. Retaliation

- A. If you assert your right to decent and fair 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, 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 the poor conditions of your home are your own fault.
- B. At the end of your lease, the landlord always has a legal right not to renew the lease and does not have to provide you a reason for this decision.

## III. Quiet Enjoyment

- 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, under any circumstances, turn off essential services such as electricity, water, or heat. This is true even if you are behind in rent.
- C. If the landlord locks you out without a court order, removes your personal property, or turns off any of these services, notify him 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 equal to two months' rent or your actual damages, whichever is greater. (See "Taking Legal Action" on page 16.)

## IV. Privacy

- A. A landlord must give notice at least two days (48 hours) in advance before entering your home.

B. A landlord may only enter at times that are reasonable. However, a landlord may enter your home at other times under the following circumstances:

1. He has a court order; or
2. There is an emergency; or
3. It is otherwise not practical to give you at least two days' notice.

C. 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 "Taking Legal Action" on page 16.)

## V. Proper Notice

A. Your landlord can raise rent or decrease services only by giving notice as follows:

1. If you rent month-to-month, your landlord must give written notice at least thirty (30) days prior to the date the rent is due. For example, if your rent is due the first of each month and your landlord gives you notice on March 15 that your rent is going up, that change does not take effect until May 1.
2. If you rent week-to-week, your landlord must give ten (10) days written notice.
3. If you have signed a year-long lease, your landlord cannot raise your rent until the term of the lease has ended.

B. If the landlord does not give proper notice for the changes, then the changes do not take effect.

C. Your landlord must provide proper notice if he believes you have violated the lease agreement.

1. Failure to pay your rent is a violation of the lease agreement.

If you do not pay your rent on the day it is due, your landlord must give you a five (5)-day notice explaining how much rent and late fees you owe. The notice should also say that if you do not pay the rent and late fees within five days, then your lease will terminate.

2. Other violations could include breaking any of the rental community's rules or behaving in a way that disturbs other tenants.

- a. In most of these situations, your landlord must serve you with notice requiring you to correct your behavior within ten (10) days.
  - b. If you do not correct the problem within ten days, or if you later break the same rule again at any time during your lease, your landlord can file in court to have you evicted.
3. If you, a household member, or a guest commits a crime on or near the rental property, or does anything that threatens the health or safety of other tenants or the management, your landlord may serve you with a 24-hour notice of an “Immediate and Irreparable Material Breach.”
  - a. This notice states that you cannot correct a significant rule violation and that you must move out within 24 hours.
  - b. If you do not move out within that time, your landlord can file in court to have you evicted.
4. For more detailed information, see “Evictions” on page 25.

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# *PART FOUR:*

## *Resolving Rental Problems*

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### I. Domestic Violence Survivors

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

1. You must pay the cost of the rekey or installation.
2. 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.
3. The landlord may also deny access to those named in a protective order to retrieve property without a police officer or other law enforcement escort.

B. A survivor of domestic violence can also terminate her lease early. (See Early Termination Due to Domestic Violence on page 22.)

### II. Failure to Maintain Home

#### A. Necessary Services

1. If the landlord intentionally or negligently fails to provide or shuts off running water, gas, electric service, or air conditioning, you should give the landlord written notice (see Form E) describing the problems, then choose to do one of the following:
  - a. Subtract the cost of obtaining reasonable services from the next rent payment. For example, if you have to buy water because there is no running water, save your receipts and subtract the cost of the water from the next rent payment;
  - b. Sue the landlord to make him restore the services and for the decrease in rental value during the time you waited for repairs. (See “Taking Legal Action” on page 16); or

- c. Temporarily move out until the landlord makes the necessary repairs. You may then deduct rent for the time you did not live in your home. For example, if your rent is \$750 a month, then your daily rent is about \$25. If your air conditioning breaks and you have to stay in a motel for five (5) days, you can multiply five by \$25 and subtract \$125.00 from your next rental payment.
2. Keep copies of all written notices that you give to the landlord and all receipts and documents, including those you receive from the landlord.
3. It is best to send all written notices by certified mail, return receipt requested, in case you later have to prove in court that you sent a timely notice.

#### B. Breach of Legal Duties or Promises in the Lease

1. If you have a problem in which your landlord fails to comply with the duties listed under “Your Rights” (page 10) or fails to follow through with any specific promises in the lease, first talk to your landlord to try to resolve the issue.
2. If the landlord does nothing to fix the problem, you may give the landlord written notice demanding that he remedy the situation within ten (10) days or you will terminate the lease and move (see Form D).
3. If the issue involves 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).
4. If your landlord does nothing to repair the home within ten days or, for health or safety issues, five days, after getting your notice, you may terminate the lease and move out.
5. 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 “Taking Legal Action” on page 16.)
6. If the issue requires a repair that will cost less than \$300, or an amount up to one-half your monthly rent, you may hire a licensed contractor to make the repair at the landlord’s expense. You must follow these steps:

- a. 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 if the landlord does nothing within the time you give him. (See Form D-1.)
  - b. Before you do anything else, you must wait until the end of the 10 or 5 days to allow your landlord the time to make the repairs.
  - c. After the 10 or 5 days have 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.
  - d. 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.)
  - e. 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.)
  - f. You must complete each of these steps before you can subtract the repair cost from your rent.
7. 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 FIVE:*

## *Taking Legal Action*

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### I. Complaints in Court

- A. You may file a Complaint in court against your landlord if, as explained above, you have given him notice and a chance to fix the problem, but he has failed to correct the problem or continues to violate your rights.
- B. Your Complaint may ask the court to make the landlord pay for damages you suffered because of his actions or to make the landlord stop violating your rights.
- C. You may file a Complaint if you have moved out and, after proper notice, your landlord fails to return your security deposit, or you dispute any deductions.
- D. 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.

### II. Choosing a Court:

- E. 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 [www.superiorcourts.maricopa.gov/justiceCourts/CourtsAndSections/CivilSuits.asp](http://www.superiorcourts.maricopa.gov/justiceCourts/CourtsAndSections/CivilSuits.asp)
  - 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, and then pay a process server to serve a summons on your landlord.
- F. For damages less than \$10,000, 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.

2. For Maricopa County, you may access this information at [www.superiorcourts.maricopa.gov/justiceCourts/CourtsAndSections/CivilSuits.asp](http://www.superiorcourts.maricopa.gov/justiceCourts/CourtsAndSections/CivilSuits.asp). You may also fill out the Complaint online using the “civil forms” link.
  3. You must go to the local Justice Court to file your complaint, pay necessary fees, and then pay a process server to serve a summons on your landlord.
  4. The Justice Courts can award money damages only. They cannot order injunctions.
- G. For damages less than \$2,500, 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.
    - 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 home is not livable, damage to personal property, or the decreased value of the home during the time you went without necessary services or repairs.
2. If you want the court to award you damages, explain on the Complaint what you lost and how you suffered and why your landlord is responsible for those losses.

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 your favor.

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# *PART SIX:*

## *Ending the Lease*

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### I. Notice of Non-Renewal

- A. As your lease ends, either you or your landlord may decide not to renew the lease; no reason is necessary.
- B. If your lease is month-to-month, to terminate your lease, 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.
  - 1. 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 lease will not terminate until the end of June and you will be responsible for June's rent.
- C. 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 lease cannot terminate until the end of the following week.
- D. If you have a written lease for a full year, you should look through it to see how and when to give your landlord notice that you do not plan to renew the lease. Some leases may automatically renew or become month-to month leases if you fail to give this notice. If you do not have a written lease, or if your lease does not tell you what to do, it is best to provide at least 30 days' notice as described above.

### II. Final Walk-Through

- 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.
- C. You should also take pictures of the home 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 home in the same or better condition as when you moved in. If you damaged the home or left it uncleaned, 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 home. 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

- 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 he can send the money. (See Form M.)
- B. The landlord must respond within fourteen (14) days, not counting Saturdays, Sundays, and legal holidays. (Add five (5) days if you mail the request).
- C. Your landlord must return the deposit to you or he must give you a written list of the deductions he made (such as for unpaid rent or repairs) along with a payment of any remaining money.
- D. 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 "Taking Legal Action" on page 16.)

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# *PART SEVEN:*

## *Moving Out Early*

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### I. Early Termination Due to Domestic Violence

A. You may terminate a lease agreement early if you are a survivor of domestic violence and you are trying to move due to a recent act of violence.

1. To terminate your lease because of domestic violence, you must give your landlord written notice within thirty (30) days following a domestic violence incident. If you wait more than 30 days, you may only break the lease if the landlord is willing to waive this time limit.
  - 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).
  - 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.
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 cancellation meets the requirements explained here, your landlord cannot keep your deposit 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 lease agreement or not, may be responsible for all additional charges or money losses that result from your early cancellation of the lease.
- E. Effect of Early Cancellation of the Lease on Multiple Tenants
  - 1. If you cancel your lease under this section and your lease includes other tenants, the lease for the other tenants will also be cancelled and they will be released from any obligation to pay rent on the remaining months of the lease.
  - 2. Additional tenants can enter into a new lease agreement with the landlord if they want to continue renting the property after the original lease agreement has been cancelled.

## II. Breaking Your Lease

- A. Except as explained above, if you move out before your lease ends, your landlord may charge you for the remainder of the lease until he re-rents the home. Your lease may also state that your landlord can charge you a set amount for breaking the lease.
- B. If you choose to break your lease, you should still do a move-out walk-through in order to prevent your landlord from making damages claims. (See “Ending the Lease” at page 20.)

## III. Abandonment

- A. If you abandon your home (which means that you move out and stop paying rent without notice to the landlord), your landlord may mail a notice of abandonment to your last known address and post a notice of abandonment on the door of the home.
- B. Five days after mailing and posting abandonment notices, the landlord may change the locks and retake possession of the home.

1. After the landlord has retaken possession of the home, he must hold onto your possessions for ten (10) days, before selling them or throwing them away.
  2. You will need to pay for storage and moving costs to get anything back.
- C. Your landlord may additionally charge you a fee for breaking your lease or charge you rent for the months left on the lease.

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 YOU WILL FACE.

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# *PART EIGHT:*

## *Evictions*

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THE LANDLORD CAN EVICT YOU IF S/HE CAN SHOW YOU DID NOT KEEP YOUR PART OF THE LEASE AGREEMENT.

### I. Violations of the Lease Agreement

#### A. Not paying rent

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 demanding payment within five (5) days.
2. You have a right to reinstate your rental agreement anytime in the five days 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 lease 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 do not settle with the landlord or pay the full amount owed within five days, your landlord may file in court to have you evicted.
  - a. At this point, you can still reinstate your lease, but you must pay rent, late fees, and court fees and possibly attorney's fees.
  - 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. Once you get that judgment, your landlord has no obligation to reinstate your lease, even if you pay the full amount of the judgment. If your landlord is

willing to work with you, however, and you are able to come to an agreement, be sure to get the terms of any reinstatement or new lease in writing.

B. Breaking the apartment community's rules or disturbing other tenants.

1. In most of these situations, your landlord must serve you with a ten (10) day notice requiring you to follow the rules and correct your behavior.
2. If you do not correct the problem within ten days or if you later break the same rule again, your landlord can file in court to have you evicted.
3. 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.

C. Threatening Health or Safety.

1. If you, a household member, or a guest of yours commits a crime on or near the rental property, or does anything that could be considered a threat to the health or safety of other tenants or the property management, your landlord may serve you with a 24-hour notice of an Immediate and Irreparable Breach.
2. This notice may state that you cannot correct the rule violation and that you must move out within 24 hours. After he gives you this notice, your landlord can file in court to have you evicted, at which point you will also owe court fees and possibly attorney's fees.
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.

D. Material falsification. If you lie on certain important parts of your rental application the landlord may have reason to file in court to evict you.

II. Partial Payments

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

- B. But if your landlord accepts payment in part or in full after he has given you a notice of nonpayment or a notice of any other kind of lease breach, he cannot evict you unless you also sign a document that states that he can still evict you. This may be in the form of a partial payment agreement. If he does not have you

sign this document, then he loses his right to evict you for that breach of the lease.

### III. Going to Court

- A. If you do not move out or resolve the problem after receiving the notice, the landlord may file a Complaint in court to evict you.

Note: an agent, manager, or management company may not sue for the landlord or owner. Only the landlord or his or her attorney may file an Eviction Complaint, and either the landlord or attorney must appear in court.

- B. If the landlord files an eviction complaint against you, you will receive court papers that tell you when you have to go to court. Except in cases of immediate evictions (see “Violations of the Lease Agreement” on page 25), the court will set a date no less than three (3), but no more than five (5) days after the landlord has filed for the Complaint.
- C. 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 signed copy of any settlement agreements when you appear.
- D. 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.
- E. If your landlord is trying to evict you for not paying rent, and you believe the landlord did not maintain the home, then you may file a Counterclaim.
  - 1. You may want to talk with an attorney before attending the hearing to see if you have any valid Counterclaims that may affect the judgment.
  - 2. If you plan to file a counterclaim, be sure to inform the judge that you are counterclaiming as soon as you go into court and bring your unpaid rent with you as you may be required to deposit it with the court.
  - 3. You should also bring copies of all previous notices you have made to your landlord about these conditions. Failure to give proper notice, as described in “Habitability” on page 10, may invalidate your Counterclaims.

#### IV. Removal

- A. If you lose in court, the judge will give you five (5) calendar days to move out. But, if you are evicted as a threat to health and safety, 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 home.
- C. If you leave personal property in the home after you have been locked out following an eviction judgment, your landlord must do the following:
  - 1. Store them for twenty-one (21) days;
  - 2. Notify you of the location of your belongings; and
  - 3. Send you an itemized list of your property.
- D. Reclaiming Property
  - 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, public assistance, or medical care.
  - 2. To get the rest of your property, the landlord may charge you reasonable storage fees. You will have to contact the landlord to arrange for a time to pick up your property and pay those fees.
  - 3. If the landlord holds your property for twenty-one (21) days, and you do not make a reasonable attempt to recover it, the landlord may sell or dispose of the property, and keep any proceeds from the sale.

#### V. Appeal

- A. If you want to appeal the court's decision, you must file a Notice of Appeal with the Justice Court within five (5) calendar days after a judgment is entered against you.
  - 1. You will then have sixty (60) days after you filed your appeal to file a memorandum explaining why the trial court's original decision was wrong.
  - 2. Your landlord will be given thirty (30) days to respond in writing.

3. After these written documents are filed, the court will make a decision on your appeal, or set a date for a hearing to make the decision.

B. Posting Bonds: The court may request that you post two bonds: a cost bond and supersedeas bond for the appeal process.

1. Cost Bond

- 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 asks the court to waive the bond.
- 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 will be waived.
- c. If your cost bond is not waived, you will have five (5) days to pay the bond in order to go forward with your appeal.

2. Supersedeas Bond.

- a. If you want to stay in the home during the appeal process, you must file a supersedeas bond five days after the judgment.
- b. Filing this bond will prohibit anyone from locking you out of the home 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 costs and fees 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 home during the appeal process, you will be required to continue to pay your rent, when due, to the court. If you fail to pay rent on time, your landlord will be able to file with the court to get the home back immediately.
- e. If you do not want to stay in the home or cannot afford the supersedeas bond, you may still appeal, but you will have to move.

C. 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.



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# GLOSSARY

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- **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.
- **Immediate 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.
- **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:** 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.
- **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.
- **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.

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# WHERE TO GET HELP

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## *For Books and Self-Help Guides:*

**Maricopa County Superior Court Law Library**, East Court Building, 101 W. Jefferson, Phoenix, AZ. 85003 (602) 506-3461

## *For Complaint Filing and Court Locations:*

**Maricopa County Superior Court**, Central Court Building (CCB), 201 W. Jefferson, Phoenix, AZ. 85003-2243, Civil Court Administration (602) 506-1497

**Maricopa County Superior Court**, Northeast Regional Center (NE), 18380 N. 40th Street, Phoenix, AZ. 85032 (602) 372-7601

**Maricopa County Superior Court**, Southeast Court (SE), 222 E. Javelina Ave., Mesa, AZ. 85210-6234 (602) 506-2020

The court websites will also give you access to forms, filing instructions, and the locations of the Justice Courts.

See [www.superiorcourts.maricopa.gov/justiceCourts/CourtsAndSections/CivilSuits.asp](http://www.superiorcourts.maricopa.gov/justiceCourts/CourtsAndSections/CivilSuits.asp)

## *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](http://www.azag.gov/civil_rights).

**U.S. Department of Housing and Urban Development**, (602) 379-4461; Online at [www.hud.gov](http://www.hud.gov)).

## *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, Phoenix, AZ 85003 (602) 262-6794.

## *For Forms:*

**AZLawHelp.org**, Housing: Forms and Letters:  
<http://www.azlawhelp.org/viewresults.cfm?mc=3&sc=24>

**Maricopa County Superior Court**,  
[www.superiorcourts.maricopa.gov/justiceCourts/CourtsForms/Index.asp#c](http://www.superiorcourts.maricopa.gov/justiceCourts/CourtsForms/Index.asp#c)

**Maricopa County Superior Court Law Library**, East Court Building, 101 W. Jefferson, Phoenix, AZ. 85003 (602) 506-3461

*For Legal Assistance:*

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**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

Maricopa County East Valley Office, 20 W. 1st St., Suite 101, Mesa, 85201 (480) 833-1442

Mohave County—Kingman Office, 1720 Beverly, Suite A, Kingman, AZ 86401; (928) 753-1177

Yavapai County—Prescott Office, 401 N. Mount Vernon, Prescott, AZ 86301; (928) 445-9240

Yuma County—Yuma Office, 201 South 1<sup>st</sup> Avenue, Yuma, AZ 85364; (928) 782-7511

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

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

**Landlord/Tenant Counseling**, 200 W. Washington St., 4th Floor, Phoenix, AZ, 85003, (602) 262-7210, <http://www.ci.phoenix.az.us/NSD/coord.html#LANDLORD>

*For Copies of the Landlord Tenant Act*

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

You can also get a free copy from the **Arizona Secretary of State's Office**, 1700 W. Washington, Phoenix, AZ 85007 (602)542-4086.

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 x2230.

(FORM A)

## Checklist for Walk-Through Inspection

Tenant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Dwelling Address: \_\_\_\_\_

*Note the condition of each area and document any needed repairs.*

<b>ROOM</b>	<b>Comments</b> Move-In Date: _____	<b>Comments</b> Move-Out Date: _____
<b>KITCHEN</b>		
stove/oven		
refrigerator		
sink		
cabinets		
light fixtures		
floor		
walls/ceiling		
<b>LIVING ROOM</b>		
carpeting		
walls/ceiling		
curtains or blinds		
windows/screens		
<b>BEDROOM 1</b>		
carpeting		
walls/ceiling		
curtains or blinds		
windows/screens		
light fixtures		
closet		
<b>BEDROOM 2</b>		
carpeting		
walls/ceiling		
curtains or blinds		
windows/screens		
light fixtures		
closet		

ROOM	Comments Move-In Date: _____	Comments Move-Out Date: _____
<b>BATHROOM 1</b>		
tub/shower		
floor		
sink		
medicine cabinet		
toilet		
walls/ceiling		
<b>BATHROOM 2</b>		
tub/shower		
floor		
sink		
medicine cabinet		
toilet		
walls/ceiling		
<b>OTHER</b>		
electrical outlets		
plumbing		
vents		
thermostat		
smoke alarm		
water heater		
cooler or A/C		
doors		

**OTHER COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_

**Move-in Inspection**

Landlord Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

**Move-out Inspection**

Landlord Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

*(Attach additional sheets if necessary)*







(FORM D-2)

## Waiver of lien

***To be completed by the licensed contractor performing the work.***

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

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

Dear Landlord:

On \_\_\_\_\_, I notified you of my intent to use the  
[Date]  
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: \_\_\_\_\_

(FORM E)

## Notice of Unlawful Utility Shut-off

Dear Landlord:

On \_\_\_\_\_, the (electric) (gas) (water) for my  
dwelling located at: \_\_\_\_\_  
was turned off. These actions are in violation of Arizona law (A.R.S. §§ 33-1367 and 33-1374) and entitle me to bring an action against you for two (2) times the monthly rent or greater actual damages if proven. I request that you *immediately* restore services to my dwelling. If they are not restored, I will terminate my tenancy and/or file a complaint in court for damages or for an injunction requiring the restoration of these essential services.

Sincerely, \_\_\_\_\_ Date: \_\_\_\_\_  
[Signature]

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ Apt.#: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(FORM F)

## Unlawful Seizure of Personal Property

Dear Landlord:

On \_\_\_\_\_ (date), you took the following property  
from my dwelling: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I am notifying you that your actions are in violation of Arizona laws (A.R.S §§ 33-1368(E) and 33-1372), which prohibit the seizure of my belongings. I request that you release my possessions 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: \_\_\_\_\_



(FORM H)

## Notice of Lock-Out

Dear Landlord:

On \_\_\_\_\_, I was locked out of my dwelling located  
[Date]  
at \_\_\_\_\_ Apt.# \_\_\_\_\_

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 the actual damages, if proved. Please remove the locks immediately and let me back into my home, or I will take legal action to recover damages and possession of the premises.

Sincerely, \_\_\_\_\_ Date \_\_\_\_\_  
[Signature]

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ Apt.# \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

(FORM I)

## Abuse of Access

Dear Landlord:

On \_\_\_\_\_, without prior notice and consent, you  
[Date]

entered my dwelling located at \_\_\_\_\_ Apt.#: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

I am writing to notify you that you are in violation of Arizona Law, A.R.S. § 33-1343(D), 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. 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: \_\_\_\_\_

(FORM J)

## Notice of Vacating and Request for Inspection

Dear Landlord:

I am writing to inform you that I intend to vacate the dwelling located at \_\_\_\_\_ Apt.# \_\_\_\_\_  
as of \_\_\_\_\_.  
[Date]

Before I return the keys on my moveout date, I request that you inspect the premises to ensure the dwelling is in good condition as when I took possession, ordinary wear and tear excepted.

Sincerely, \_\_\_\_\_ Date: \_\_\_\_\_  
[Signature]

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ Apt.#: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(FORM K)

## Notice for Return of Security Deposit

Dear Landlord:

On \_\_\_\_\_ (date), I moved out of my rental home located at: \_\_\_\_\_.

I am requesting that my deposit 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)).

Please mail my deposit and any itemization of charges to the following address:

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Apt.# \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

*Thank you for your cooperation.*

Sincerely, \_\_\_\_\_  
[Signature]

Date \_\_\_\_\_

*\* Fourteen (14) days if hand delivered, nineteen (19) days if mailed.*