



Download editable Microsoft Word documents of these letters from the Off-Campus Housing website: www.union.arizona.edu/offcampus.

The letters that follow contain citations to the Arizona Residential Landlord and Tenant Act (A.R.S. Title 33, Chapter 10).

The excerpt of the Tenant Law on page 47 is a good overview of the rights and obligations of tenants, however, The Office of the Arizona Secretary of State publishes the full text, so for this law, related statutes, and any changes, go to their web site, www.azsos.gov and look under “publications.”

We encourage you to use these letters, however, for serious landlord issues, please contact the attorney in Student Legal Services, located on the 3rd level of the Student Union Memorial Center. These services are provided free to registered students at The University of Arizona through student fees. Please make an appointment by calling 621-ASUA (2782).

Sample Letter #1
Notice of Forwarding Address,
Demand for Return of Security Deposit

The following pages contain samples of letters for you to use to communicate with your landlord.

[Date]

To: [Landlord’s Name]

From: [Your Name]

Re: [Rental Address]

Dear [Landlord’s Name]:

I have vacated the dwelling unit at [rental address] as of [date of vacancy]. I am also returning the keys to the unit at this time.

This letter is to notify you of a forwarding address to which my security deposit and/or an itemized list of deductions may be sent. The check and/or list should arrive within 14 business days after the receipt of this notice, as required by the Arizona Residential Landlord and Tenant Act Section 33-1321(D).

I request that you return my deposit to the following address:

[Your New Address]

Sincerely,

 Your Name Date

Keys and notice received for landlord by:

 Landlord or Agent Date

Sample Letter #2

Tenant's Second Demand for Return of Security Deposit

[Date]

To: [Landlord's Name]

From: [Your Name]

Re: [Rental Address]

Dear [Landlord's Name]:

It has been more than 14 business days since the end of my tenancy at the above referred address and my demand for the return of my/our security deposit. During this period, you have neither returned my deposit, nor given me an itemized list of damages for which you might be withholding the deposit, as required by the Arizona Residential Landlord Tenant Act. The purpose of this letter is to inform you that unless you return my deposit within the next [number of days] days, I will take you to court and sue you for the amount of deposit plus damages, as provided for in A.R.S. 33-1321(e) of the Residential Landlord and Tenant Act.

I hope this will not be necessary.

Sincerely,

Your Name

Date

Sample Letter #3

Notice of a Termination for a Month-to-Month Rental Agreement

[Date*]

To: [Landlord's Name]

From: [Your Name]

Re: [Rental Address]

Dear [Landlord's Name]:

I am writing to inform you that I intend to vacate the apartment/house at [address of rental unit] as of [date of vacancy].

I will be ready to deliver the premises and return the keys on [date you intend to return the keys]. I request that you notify me of the time and date the move-out inspection will take place so that I can be present.

Failure or refusal to inform me of the date and time you intend to inspect the premises will be a violation of A.R.S. Section 33-1321(c) and will be construed as acceptance of the premises in as good and clean a condition as originally received by tenant, normal wear and tear excepted.

Sincerely,

Your Name

Date

*Date must be at least 30 days prior to the date rent is to be next paid according to the rental agreement.

Sample Letter #4
Self-Protection When Breaking a Lease

[Date]

To: [Landlord's Name]

From: [Your Name]

Re: [Rental Address]

Dear [Landlord's Name]:

For the past [length of tenancy (months/years)] I have been living at [rental address].

Although my lease does not terminate until [lease termination date], it is necessary that I move earlier.

I therefore intend to vacate on [vacancy date].

I apologize for the inconvenience, but I am relying on you to mitigate damages as required by law.

Under Arizona law, the landlord shall make a reasonable effort to re-rent the premises at a fair rental or accept this surrender as termination.

Because I wish to keep damages at a minimum, I am herewith including the names, addresses, and phone numbers of persons who have expressed an interest in renting this property on or about [vacancy date] at the same rent that I pay. I assume that you will find one of these potential tenants suitable, unless of course you already have potential tenants available to rent the apartment.

Sincerely,

Your Name

Date

Potential Tenants:

[Name, address and phone of potential tenant]

[Name, address and phone of potential tenant]

Sample Letter #5
Seizure of Personal Belongings During Occupancy*

[Date]

To: [Landlord's Name]

From: [Your Name]

Re: [Rental Address]

Dear [Landlord's Name]:

On [date your belongings were taken], you took my personal belongings from the dwelling located at [address of the rental property] as follows:

I am writing to notify you that your act and retention of my property violates Arizona Law, A.R.S. Section 33-1372, which prohibits your seizure of my property. If you do not return all of my belongings immediately, it may be necessary for me to take legal action against you.

Sincerely,

Your Name

Date

[Your current address, if different from Rental Address]

*If your property was taken after you abandoned, this notice must be modified as per A.R.S. 33-1370 (D-G). If it was taken after a writ of restitution (eviction order) was issued against you, it must be modified per A.R.S. 33-1368 (E). Talk to ASUA Legal Services for help. 520.621.ASUA.

Sample Letter #8
Self-Help Remedy: Completion

[Date]

To: [Landlord's Name]

From: [Your Name]

Re: [Rental Address]

Dear [Landlord's Name]:

On [date you notified the landlord], I notified you of my intent to use the self-help remedy pursuant to A.R.S. Section 33-1363 of the Arizona Landlord Tenant Act 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 I 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.

Sincerely,

Your Name

Date

Sample Letter #9
**Tenant Demanding
Maintenance Termination**

[Date*]

To: [Landlord's Name]

From: [Your Name]

Re: [Rental Address]

Dear [Landlord's Name]:

It has been over [length of tenancy (days/months)] since I began my tenancy at [rental address]. In this time, you have not made the requested repairs to my dwelling although I informed you [how you notified the landlord (verbally or in writing)] on [date you notified the landlord] of the need for several repairs. Since Arizona law upholds my right to expect that you will maintain the property in a fit and habitable condition and in reasonable repair, I take this opportunity to inform you in writing of the need for repairs. The needed repairs are listed below:

1. [repairs needed]
2. [repairs needed]

I consider these unrepaired conditions a material noncompliance with the rental agreement; this is my notice to you of my intent to terminate my tenancy on [date you will vacate (at least 10 days from now)] unless you complete these repairs within 10 days as provided A.R.S. Section 33-1361 of the Arizona Landlord and Tenant Act.

I hope it will not be necessary for me to terminate the agreement and vacate the premises.

Sincerely,

Your Name

Date

*Date must be at least 10 days prior from today.