

ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT (UNOFFICIAL EXCERPT)

ARIZONA REVISED STATUTES (A.R.S.), TITLE 33. PROPERTY. CHAPTER 10. ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT

The next few pages will give you plain English descriptions of the Arizona Landlord and Tenant Act. 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.”

The Fine print: This excerpt is provided as a general, unofficial, lay person’s guide to the law, and in no way may be construed as legal advice. Contact the staff at student legal services in ASUA (520.621.ASUA) or the State Attorney General’s office (in Tucson, 520.628.6504, or toll-free, 800.352.8431) for legal help.

ARTICLE 1: GENERAL PROVISIONS

ARTICLE 1 PLAIN ENGLISH:

Pay the rent on time, don’t sign anything that gives up your rights, and only enter into an agreement honestly.

§ 33-1311. Agreements must be made in good faith.

§ 33-1313. Reasonable effort must be made to give “Notice;” i.e. to bring to the attention of the landlord or the tenant information that affects either.

§ 33-1314. You must pay the rent by the date it is due, according to your rental agreement, whether you get a bill for it or not; and you have the right to obtain a receipt from the landlord. If no term is defined in a written agreement, then its considered month-to-month.

§ 33-1314.01. If your Landlord pays for utilities, then charges you for them, the Landlord must itemize how these are paid, including any administrative fees over and above the utility amount.

§ 33-1315. It’s against the law to ask you, the tenant, to waive or limit any of the rights or remedies this law provides for in any rental agreement.

§ 33-1317. Discrimination against tenant because he/she has children is prohibited.

§ 33-1318. There are provisions for terminating a lease if you are a victim of domestic violence.

ARTICLE 2. LANDLORD OBLIGATIONS

§ 33-1321. Security deposits:

A landlord cannot ask for more than one and one-half month’s rent as any type of deposit. However, you can voluntarily pay more than 1½ month’s rent in advance.

The landlord must state in writing the purpose of all nonrefundable fees or deposits. Any fee or deposit, cleaning, redecorating or otherwise, not expressly stated as nonrefundable are refundable.

You can get back the balance of any refundable security deposit within 14 business days after your rental agreement has been terminated. However, the landlord may deduct any rent or other reasonable charges from your security deposit as long as it is legitimate and itemized in a written statement.

If the landlord fails to comply, you may recover the property and money owed you plus damages up to twice the amount wrongfully withheld.

ARTICLE 2, 33-1321 PLAIN ENGLISH: Deposits can’t be more than 1½ x a month’s rent. A landlord must state what portions are nonrefundable, the rest is refundable, and they can only keep the money with written, itemized justification.

§ 33-1322. Written rental agreement

The landlord must provide to you, in writing on or before move-in, the name and address of (1) the person authorized to manage the premises, and (2) an owner or a person authorized to act on the owner’s behalf for process serving, receiving and giving receipt for notices and demands.

The landlord must deliver a signed copy of the rental agreement to the tenant and the tenant must sign and return to the landlord one complete copy of this rental agreement within a reasonable time after the agreement is executed. A written rental agreement can have NO blank spaces.

ARTICLE 2, 33-1322 PLAIN ENGLISH: Both tenant and landlord get copies of the lease with no blank spaces, and the landlord has to provide a way to give them legal notice.

§ 33-1324. Landlord to maintain fit premises; i.e. he/she must:

Comply with applicable building codes affecting health and safety. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition. Keep all common areas in a clean and safe condition.

Maintain electrical, plumbing, sanitary, heating, ventilating, air-conditioning systems and appliances, including elevators in good and safe working order. Provide receptacles and arrange for trash removal.

Supply running water, reasonable amounts of hot water at all times; heat and air-conditioning or cooling where such units are installed and offered.

ARTICLE 2, 33-1324 PLAIN ENGLISH:

Landlord has to keep the rental units in fit and habitable condition, keep up all systems (like plumbing), provide a way to take care of the trash, and ensure running water, hot water, and heating and cooling.

LAWSUITS

After you have served the appropriate notice in writing, you may sue for damages. Some examples of damages you might be able to recover would include damage to your personal property, and the diminished rental value of the property.

ARTICLE 3. TENANT OBLIGATIONS

§ 33-1341. Tenant to maintain dwelling; i.e. you must:

Comply with building codes affecting health and safety. Keep your part of the premises as clean and safe as their condition permits. Dispose of all waste in a clean and safe manner. Keep all plumbing fixtures as clean as their condition permits.

Use all facilities and appliances on the premises in a reasonable manner. Not damage or remove any part of the premises or knowingly let anyone else do so. Notify the landlord of any situation that requires maintenance, or other landlord action.

Not disturb your neighbors' peaceful enjoyment of the premises.

ARTICLE 2, 33-1341 PLAIN ENGLISH: Tenant must keep rental unit in clean and safe condition, take care of the trash, not abuse or damage facilities, and notify the landlord if repair is needed.

§ 33-1342. Rules and regulations

A landlord may adopt and enforce rules concerning tenant's use and occupancy of the premises only if the rules promote tenants' convenience, safety or welfare, preserve the property from abuse, or make services and facilities more fairly distributed. Rules must apply to all tenants in a fair manner and be sufficiently explicit to fairly explain what to do or not do to comply.

Rules are not made so a landlord may evade his/her obligations, and tenants must have notice of the rules when entering into the rental agreement. A 30-day written notice is required for new rules, and they cannot substantially modify the original rental agreement.

The landlord may make immediate amendments to lease agreements only to bring them into compliance with the law, but must give written notice of the amendment with description and effective date.

ARTICLE 2, 33-1342 PLAIN ENGLISH: Rules for occupancy are legal if they apply fairly to all tenants, if you have a written copy of the rules before you sign the lease, or if you are given at least 30 days notice for any rule changes not mandated by law. You can be evicted if you don't follow the rules, so make sure you agree with them before signing.

§ 33-1343. Landlord Access

Except in an emergency, the landlord must give the tenant at least two days' notice of intent to enter, and enter only at reasonable times. Even with permission, the landlord cannot abuse the right to access or use it to harass. You, the tenant, cannot unreasonably withhold consent to the landlord to enter the premises for legitimate purposes.

A service request (for example, you ask to have the plumbing fixed) constitutes permission for the landlord to enter, but only to act on the request.

The landlord has no other right of access except by court order, or if you have abandoned or surrendered the premises.

ARTICLE 2, 33-1343 PLAIN ENGLISH: Landlords can only access your rental unit with 48-hours notice, or in case of an emergency, or if you have requested maintenance.

ARTICLE 4. REMEDIES

§ 33-1361. Noncompliance by the landlord

If the landlord does not make repairs as requested, you may deliver a written notice to the landlord specifying the breach of contract, and that the landlord has 10 days to fix (remedy) the problem or the rental agreement is terminated. If this noncompliance affects health and safety, the term is five days.

If the landlord adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate.

The tenant may not terminate for a condition caused by a deliberate or negligent act or omission.

Tenant may recover damages and obtain injunctive relief for any noncompliance by the landlord.

If the rental agreement is terminated, the landlord shall return all security recoverable by the tenant.

ARTICLE 2, 33-1361 PLAIN ENGLISH: If the landlord doesn't make the repairs you have formally requested, then you can break the lease with 10-day written notice, or 5-day notice if the unmade repair affects your health and safety.

§ 33-1362. Failure to deliver possession

If the landlord fails to deliver physical possession of the dwelling unit to the tenant then rent should be prorated. If you still can't move in after at least five days' written notice, you can terminate the rental agreement and upon termination the landlord must return all prepaid rent and security. Alternately, you can demand performance of the rental agreement by the landlord and recover the damages.

§ 33-1363. Self-help for minor defects

If the reasonable cost of repair or compliance is less than \$300 or half of one month's rent (whichever is greater), you can do some repairs and deduct it from your rent if you do the following:

Notify the landlord in writing of your intention to correct the problem—at the landlord's expense, who then has 10 days (or as promptly as conditions require if

it's an emergency) to correct the problem. See **Sample Letter #7, "Tenant Demanding Maintenance: Self-Help Remedy," on page 56**)

If the landlord does not correct the problem, you may have the work done by a licensed contractor. You must then submit to the landlord an itemized statement of the contractor's charges and a waiver of the contractor's lien (see **Sample Letter #8, "Self-Help Remedy: Completion," on page 57**). You may then deduct the amount you paid from next month's rent.

ARTICLE 2, 33-1363 PLAIN ENGLISH: Ex 1: You rent an apartment for \$425/month. The pipes under the kitchen sink start leaking, and you know that your landlord is slow to fix such things. You call a plumber (a licensed contractor), and find out that it will cost \$175 to \$200 to fix the leak. You may deliver to your landlord written notice that unless the leak is fixed in ten days, you will pay to have it fixed and deduct the amount from your rent.

ARTICLE 2, 33-1363 PLAIN ENGLISH: Ex 2: Same facts as above, but it is the toilet that stops working. Since a toilet is essential, this qualifies as an emergency. In this case you would be justified in giving the landlord a shorter period of time, even as little as 24 hours in which to fix the problem, before you resort to self-help.

§ 33-1364. Wrongful failure to supply heat, air conditioning, cooling, water, hot water or essential services

If your landlord fails to supply any of the above, you may use any one of the remedies described in the previous sections. Or, after you have given the landlord written notice, you may:

Procure reasonable amounts of hot water, running water, heat or essential services (such as a working toilet and garbage pickup) and deduct their actual reasonable cost from the rent; or

Recover damages based on the diminished fair rental value of the premises;

Procure substitute housing, in which case you are excused from paying rent during the period of the landlord's noncompliance. If the cost of the substitute housing exceeds your rent, you may be reimbursed for 25% above your periodic rent. If the landlord's noncompliance is deliberate, you are excused from paying rent and you may recover the full cost of the substitute housing up to your periodic rent.

You cannot use of any of these remedies if the problem was caused by you—negligently or deliberately—or by a member of your family or someone on the premises with your permission.

§ 33-1366. Fire or casualty damage

If the premises are damaged by fire or casualty you may move out, and notify the landlord in writing within 14 days that you are terminating the rental agreement; or if you stay and cannot use the whole unit, then your rent is then reduced proportionally. If the rental agreement is terminated, the landlord must return all security as in A.R.S. 33-1321.

§ 33-1367. Tenant's remedies for landlord's unlawful ouster, exclusion or diminution of services.

If the landlord unlawfully evicts you, locks you out, or willfully diminishes essential services, you may recover possession or terminate the rental agreement. Either way, you may recover not more than two months' periodic rent or twice the actual sustained damages, whichever is greater. If the rental agreement is terminated, the landlord must return all security as in A.R.S. 33-1321.

§ 33-1368. Noncompliance with rental agreement by tenant; failure to pay rent; utility discontinuation; liability for guests; definition

If you falsely report on the rental agreement about the number of occupants, pets, prospective income, social security number, criminal activity, or other, the landlord may serve you notice specifying the acts and omissions constituting a breach of contract, and that the rental agreement will terminate not less than ten days after receipt of the notice if the situation is not fixed.

The rest of the Arizona Landlord and Tenant Act refers to Landlord's rights, which are nearly mirror images of the Tenant's rights. Some of the key points:

A landlord is not required to accept a partial payment of rent or other charges.

If you abandon the premises, and do not pay the rent, you may lose your personal property if you do not respond within 10 days to the landlord's notice.

A landlord cannot place a lien on a tenant's household goods, nor can he/she seize your property for non-payment of rent.

If the rental agreement is terminated, the landlord may have a claim for possession and for rent and a separate claim for actual damages for breach of the rental agreement.

A landlord may not retaliate by increasing rent or decreasing services or by bringing or threatening to bring an action for possession just because you complain or become a part of a tenant's union. ■

Sample Letter #6, page 56

Sample Letter #5, page 55