

HANDOUT 2



ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT

Revised May 17, 2018



Arizona
Department
of Housing

1110 W. Washington, Suite 280 | Phoenix, AZ 85007 | www.housing.az.gov

Table of Contents
ARIZONA RESIDENTIAL
LANDLORD AND TENANT ACT
A.R.S. Title 33, Chapter 10 and
Other Pertinent Statutes

Arizona Residential Landlord and Tenant Act

<i>Title 33. Property, Chapter 10. Residential Landlord and Tenant Act</i>	Page 3
Article 1. General Provisions	Page 4
Article 2. Landlord Obligations	Page 13
Article 3. Tenant Obligations	Page 17
Article 4. Remedies	Page 18
Article 5. Retaliatory Action	Page 27

Other Pertinent Statutes

<i>Title 33. Property, Chapter 17. Residential Rental Property</i>	Page 29
Article 1. General Provisions	Page 29

<i>Title 9. Cities and Towns, Chapter 12. Residential Rental Inspection Programs</i>	Page 34
Article 1. General Provisions	Page 34

Pertaining to Hotels and Innkeepers

<i>Title 33. Property, Chapter 3. Landlord and Tenant</i>	Page 39
Article 1. Obligations and Liabilities of Landlord	Page 39
Article 2. Obligations and Liabilities of Tenant	Page 40
Article 3. Termination of Tenancies	Page 41
Article 4. Remedies of Landlord	Page 41
Article 5. Applicability of Chapter	Page 42

<i>Title 12 Courts and Civil Proceedings, Chapter 8. Special Actions and Proceedings Relating to Property</i>	Page 43
Article 4. Forcible Entry	Page 43

Arizona Revised Statute
Title 33 – Property

Chapter 10 – Arizona Residential Landlord and Tenant Act

Article 1 – General Provisions

33-1301	Short title
33-1302	Purposes
33-1303	Supplementary principles of law applicable
33-1304	Applicability of chapter
33-1305	Administration of remedies; enforcement; notice and pleading requirements
33-1306	Settlement of disputed claim or right
33-1307	Territorial application
33-1308	Exclusions from application of chapter
33-1310	General definitions
33-1311	Obligation of good faith
33-1312	Unconscionability
33-1313	Notice
33-1314	Terms and conditions of rental agreement
33-1314.01	Utility charges; submetering; ratio utility billing; allocation; water system exemption
33-1315	Prohibited provisions in rental agreements
33-1316	Separation of rents and obligations to maintain property forbidden
33-1317	Discrimination by landlord or lessor against tenant with children prohibited; classification; exceptions; civil remedy; applicability
33-1318	Early termination by tenant for domestic violence; conditions; lock replacement; access refusal; treble damages; immunity
33-1318.01	Early release termination for law enforcement officers; definition
33-1319	Bedbug control; landlord and tenant obligations; definitions

Article 2 – Landlord Obligations

33-1321	Security deposits
33-1322	Disclosure and tender of written rental agreement
33-1323	Landlord to supply possession of dwelling unit
33-1324	Landlord to maintain fit premises
33-1325	Limitation of liability
33-1329	Regulation of rents; authority
33-1330	Transfer of records on sale
33-1331	Notice of foreclosure; effect on lease; damages

Article 3 – Tenant Obligations

33-1341	Tenant to maintain dwelling unit
33-1342	Rules and regulations
33-1343	Access
33-1344	Tenant to use and occupy as a dwelling unit

Article 4 – Remedies

33-1361	Noncompliance by the landlord
33-1362	Failure to deliver possession
33-1363	Self-help for minor defects
33-1364	Wrongful failure to supply heat, air conditioning, cooling, water, hot water or essential services
33-1365	Landlord's noncompliance as defense to action for possession or rent; definition
33-1366	Fire or casualty damage
33-1367	Tenant's remedies for landlord's unlawful ouster, exclusion or diminution of services
33-1368	Noncompliance with rental agreement by tenant; failure to pay rent; utility discontinuation; liability for guests; definition
33-1369	Failure to maintain
33-1370	Abandonment; notice; remedies; personal property; definition
33-1371	Acceptance of partial payments
33-1372	Landlord liens; distraint for rent
33-1373	Remedy after termination
33-1374	Recovery of possession limited
33-1375	Periodic tenancy; hold-over remedies
33-1376	Landlord and tenant remedies for abuse of access
33-1377	Special detainer actions; service; trial postponement
33-1378	Removal of guest

Article 5 – Retaliatory Action

33-1381	Retaliatory conduct prohibited
---------	--------------------------------

Article 1 – General Provisions33-1301. Short title

This chapter shall be known and may be cited as the Arizona residential landlord and tenant act.

33-1302. Purposes

Underlying purposes and policies of this chapter are:

1. To simplify, clarify, modernize and revise the law governing the rental of dwelling units and the rights and obligations of landlord and tenant.
2. To encourage landlord and tenant to maintain and improve the quality of housing.

33-1303. Supplementary principles of law applicable

Unless displaced by the provisions of this chapter, the principles of law and equity, including the law relating to capacity to contract, mutuality of obligations, principal and agent, real property, public health, safety and fire prevention, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy or other validating or invalidating cause supplement its provisions.

33-1304. Applicability of chapter

This chapter shall apply to the rental of dwelling units. Any conflict between the provisions of chapter 3 and chapter 7 of this title with the provisions of this chapter shall be governed by the provisions of this chapter.

33-1305. Administration of remedies; enforcement; notice and pleading requirements

- A. The remedies provided by this chapter shall be so administered that the aggrieved party may recover appropriate damages. The aggrieved party has a duty to mitigate damages.
- B. Any right or obligation declared by this chapter is enforceable by action unless the provision declaring it specifies a different and limited effect.
- C. Notwithstanding any other law, an agency of this state and an individual court may not adopt or enforce a rule or policy that requires a mandatory or technical form for providing notice or for pleadings in an action for forcible entry or forcible or special detainer. The form of any notice or pleading that meets statutory requirements for content and formatting of a notice or pleading is sufficient to provide notice and to pursue an action for forcible entry or forcible or special detainer.

33-1306. Settlement of disputed claim or right

A claim or right arising under this chapter or on a rental agreement, if disputed in good faith, may be settled by agreement.

33-1307. Territorial application

This chapter applies to, regulates, and determines rights, obligations and remedies under a rental agreement, wherever made, for a dwelling unit located within this state.

33-1308. Exclusions from application of chapter

Unless created to avoid the application of this chapter, the following arrangements are not covered by this chapter:

1. Residence at an institution, public or private, if incidental to detention, the provision of medical, educational, counseling or religious services or the provision of a social service program that is provided by a social service provider. For the purposes of this paragraph, "social service provider" means a private entity that directly assists an individual or family in obtaining housing and that offers to provide the individual or family with assistance in obtaining employment, child care, health care, education, skills training, transportation, counseling or any other related service.
2. Occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person who succeeds to his interest.
3. Occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of the organization.
4. Transient occupancy in a hotel, motel or recreational lodging.
5. Occupancy by an employee of a landlord as a manager or custodian whose right to occupancy is conditional upon employment in and about the premises.
6. Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a cooperative.
7. Occupancy in or operation of public housing as authorized, provided or conducted under or pursuant to title 36, chapter 12, or under or pursuant to any federal law or regulation.

33-1310. General definitions

Subject to additional definitions contained in subsequent articles of this chapter which apply to specific articles thereof, and unless the context otherwise requires, in this chapter:

1. "Action" includes recoupment, counterclaim, setoff, suit in equity and any other proceeding in which rights are determined, including an action for possession.
2. "Building and housing codes" include any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any premises, or dwelling unit.
3. "Delivery of possession" means returning dwelling unit keys to the landlord and vacating the premises.
4. "Dwelling unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household. "Dwelling unit" excludes real property used to accommodate a mobile home, unless the mobile home is rented or leased by the landlord.
5. "Good faith" means honesty in fact in the conduct or transaction concerned.
6. "Landlord" means the owner, lessor or sublessor of the dwelling unit or the building of which it is a part, and it also means a manager of the premises who fails to disclose as required by section 33-1322.
7. "Organization" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest and any other legal or commercial entity which is a landlord, owner, manager or constructive agent pursuant to section 33-1322.
8. "Owner" means one or more persons, jointly or severally, in whom is vested all or part of the legal title to property or all or part of the beneficial ownership and a right to present use and enjoyment of the premises. The term includes a mortgagee in possession.
9. "Person" means an individual or organization.
10. "Premises" means a dwelling unit and the structure of which it is a part and existing facilities and appurtenances therein, including furniture and utilities where applicable, and grounds, areas and existing facilities held out for the use of tenants generally or whose use is promised to the tenant.
11. "Rent" means payments to be made to the landlord in full consideration for the rented premises.
12. "Rental agreement" means all agreements, written, oral or implied by law, and valid rules and regulations adopted under section 33-1342 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.
13. "Roomer" means a person occupying a dwelling unit that lacks a major bathroom or kitchen facility, in a structure where one or more major facilities are used in common by occupants of the dwelling unit and other dwelling units. Major facility in the case of a bathroom means toilet, or either a bath or shower, and in the case of a kitchen means refrigerator, stove or sink.
14. "Security" means money or property given to assure payment or performance under a rental agreement. "Security" does not include a reasonable charge for redecorating or cleaning.
15. "Single family residence" means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single family residence if it has direct access to a street or thoroughfare and shares neither

heating facilities, hot water equipment nor any other essential facility or service with any other dwelling unit.

16. "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

17. "Term of lease" means the initial term or any renewal or extension of the written rental agreement currently in effect not including any wrongful holdover period.

33-1311. Obligation of good faith

Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performance or enforcement.

33-1312. Unconscionability

A. If the court, as a matter of law, finds either of the following:

1. A rental agreement or any provision thereof was unconscionable when made, the court may refuse to enforce the agreement, enforce the remainder of the agreement without the unconscionable provision, or limit the application of any unconscionable provision to avoid an unconscionable result.

2. A settlement in which a party waives or agrees to forego a claim or right under this chapter or under a rental agreement was unconscionable at the time it was made, the court may refuse to enforce the settlement, enforce the remainder of the settlement without the unconscionable provision, or limit the application of any unconscionable provision to avoid any unconscionable result.

B. If unconscionability is put into issue by a party or by the court upon its own motion the parties shall be afforded a reasonable opportunity to present evidence as to the setting, purpose and effect of the rental agreement or settlement to aid the court in making the determination.

33-1313. Notice

A. A person has notice of a fact if he has actual knowledge of it, has received a notice or notification of it or from all the facts and circumstances known to him at the time in question he has reason to know that it exists. A person "knows" or "has knowledge" of a fact if he has actual knowledge of it.

B. A person "notifies" or "gives" a notice or notification to another by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know of it. A person "receives" a notice or notification when it comes to his attention, or in the case of the landlord, it is delivered in hand or mailed by registered or certified mail to the place of business of the landlord through which the rental agreement was made or at any place held out by him as the place for receipt of the communication or delivered to any individual who is designated as an agent by section 33-1322 or, in the case of the tenant, it is delivered in hand to the tenant or mailed by registered or certified mail to him at the place held out by him as the place for receipt of the communication or, in the absence of such designation, to his last known place of residence. If notice is mailed by registered or certified mail, the tenant or landlord is deemed to have received such notice on the date the notice is actually received by him or five days after the date the notice is mailed, whichever occurs first.

C. "Notice," knowledge or a notice or notification received by an organization is effective for a particular transaction from the time it is brought to the attention of the individual conducting the

transaction and in any event from the time it would have been brought to his attention if the organization had exercised reasonable diligence.

33-1314. Terms and conditions of rental agreement

A. The landlord and tenant may include in a rental agreement terms and conditions not prohibited by this chapter or any other rule of law including rent, term of the agreement and other provisions governing the rights and obligations of the parties.

B. In the absence of a rental agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the dwelling unit.

C. Rent shall be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit and periodic rent is payable at the beginning of any term of one month or less and otherwise in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportionable from day-to-day.

D. Unless the rental agreement fixes a definite term, the tenancy shall be week-to-week in case of a roomer who pays weekly rent, and in all other cases month-to-month.

E. If a municipality that levies a transaction privilege tax on residential rent changes the percentage of that tax, the landlord on thirty days' written notice to the tenant may adjust the amount of rent due to equal the difference caused by the new percentage amount of the tax. The adjustment to rent shall not occur before the date upon which the new tax is effective. In order for a landlord to adjust rent pursuant to this subsection, the landlord's right to adjust rent pursuant to this subsection shall be disclosed in the rental agreement.

F. Notwithstanding section 14-3911, the landlord may request and the tenant may provide and routinely update the name and contact information of a person who is authorized by the tenant to enter the tenant's dwelling unit to retrieve and store the tenant's property if the tenant dies. If the landlord is unable to contact the authorized person at the address and telephone number provided to the landlord by the tenant or the authorized person fails to respond to the landlord's request within ten days of initial written contact, the landlord may dispose of the property as prescribed in section 33-1370. Before removing any of the tenant's personal property, the authorized person shall present to the landlord a valid government issued identification that confirms the identity of the authorized person. The authorized person shall have twenty days from the date of initial written contact by the landlord or the last date for which rent is paid, whichever is longer, to remove items from the rental property and return keys to the landlord during regular business hours. If the landlord allows an authorized person to enter the property to remove the tenant's personal possessions as prescribed by this subsection, the landlord has no further liability to the tenant, the tenant's estate or the tenant's heirs for lost, damaged or stolen items. If the tenant's personal property is not entirely removed from the rental unit by an authorized person, the landlord may dispose of the property as prescribed in section 33-1370. This subsection shall only apply if the periodic rent is unpaid and outstanding for at least five days.

33-1314.01. Utility charges; submetering; ratio utility billing; allocation; water system exemption

A. A landlord may charge separately for gas, water, wastewater, solid waste removal or electricity by installing a submetering system or by allocating the charges separately through a ratio utility billing system.

B. If a landlord charges separately for a utility pursuant to subsection A, the landlord may recover the charges imposed on the landlord by the utility provider plus an administrative fee for the landlord for actual administrative costs only. The landlord shall not impose any additional charges. The rental agreement shall contain a disclosure that lists the utility services that are charged separately and shall specify the amount of any administrative fee that is associated with submetering or the use of a ratio utility billing system.

C. If provided in the rental agreement, the landlord may impose a submetering system or ratio utility billing system during the term of a rental agreement if the landlord provides notice as prescribed by subsection G.

D. If a landlord is not in compliance with subsection B, the tenant shall first object in writing to the landlord regarding the utility billing. If the dispute is not resolved, the tenant may file a civil complaint in justice court to enforce this section.

E. If a landlord uses an allocation or submetering system, the bill format for each billing period shall:

1. Separately state the cost of the charges for the period together with the opening and the closing meter readings and the dates of the meter readings.

2. Show the amount of any administrative fee charged.

F. If a landlord does not use a submetering system and allocates charges separately for gas, water, wastewater, solid waste removal or electricity, the landlord may allocate the costs to each tenant by using one or more of the following ratio utility billing system methods:

1. Per tenant.

2. Proportionately by livable square footage.

3. Per type of unit.

4. Per number of water fixtures.

5. For water and wastewater, by use of an individually submetered hot water usage measure for the tenant's dwelling unit.

6. Any other method that fairly allocates the charges and that is described in the tenant's rental agreement.

G. If a landlord uses a ratio utility billing system method pursuant to subsection F, the rental agreement shall contain a specific description of the ratio utility billing method used to allocate utility costs. For any existing tenancies, the landlord shall provide at least ninety days' notice to the tenant before the landlord begins using a submetering system or allocating costs through a ratio utility billing system.

H. For purposes of regulating apartment communities as public or consecutive water systems, the department of environmental quality shall not adopt rules pursuant to title 49, chapter 2, article 9 that are more stringent than those authorized by federal law. Without other evidence of activities that are subject to regulation under title 49, chapter 2, article 9, the department of environmental quality shall not use an apartment community's use of a submetering system or a ratio utility billing system as the sole basis for regulating an apartment community as a public or consecutive water system.

33-1315. Prohibited provisions in rental agreements

A. A rental agreement shall not provide that the tenant does any of the following:

1. Agrees to waive or to forego rights or remedies under this chapter.

2. Agrees to pay the landlord's attorney fees, except an agreement in writing may provide that attorney fees may be awarded to the prevailing party in the event of court action and except that

a prevailing party in a contested forcible detainer action is eligible to be awarded attorney fees pursuant to section 12-341.01 regardless of whether the rental agreement provides for such an award.

3. Agrees to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or the costs connected therewith.
 4. Agrees to waive or limit the tenant's right to summon or any other person's right to summon a peace officer or other emergency assistance in response to an emergency.
 5. Agrees to payment of monetary penalties or otherwise penalizes the tenant for the tenant summoning or for any other person summoning a peace officer or other emergency assistance in response to an emergency.
- B. A provision that is prohibited by subsection A of this section and that is included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by the landlord to be prohibited, the tenant may recover actual damages sustained by the tenant and not more than two months' periodic rent.
- C. This section does not limit the landlord's right to evict a tenant pursuant to section 33-1368.

33-1316. Separation of rents and obligations to maintain property forbidden

A rental agreement, assignment, conveyance, trust deed or security instrument may not permit the receipt of rent free of the obligation to comply with section 33-1324, subsection A.

33-1317. Discrimination by landlord or lessor against tenant with children prohibited; classification; exceptions; civil remedy; applicability

- A. A person who knowingly refuses to rent to any other person a place to be used for a dwelling for the reason that the other person has a child or children, or who advertises in connection with the rental a restriction against children, either by the display of a sign, placard or written or printed notice, or by publication thereof in a newspaper of general circulation, is guilty of a petty offense.
- B. No person shall rent or lease his property to another in violation of a valid restrictive covenant against the sale of such property to persons who have a child or children living with them.
- C. No person shall rent or lease his property to persons who have a child or children living with them when his property meets the definition of housing for older persons in section 41-1491.04.
- D. A person who knowingly rents or leases his property in violation of the provisions of subsection B or C of this section is guilty of a petty offense.
- E. A person whose rights under this section have been violated may bring a civil action against a person who violates this section for all of the following:
1. Injunctive or declaratory relief to correct the violation.
 2. Actual damages sustained by the tenant or prospective tenant.
 3. A civil penalty of three times the monthly rent of the housing accommodation involved in the violation if the violation is determined to be intentional.
 4. Court costs and reasonable attorney fees.
- F. Nothing in this section shall prohibit a person from refusing to rent a dwelling by reason of reasonable occupancy standards established by the owner or the owner's agent which apply to persons of all ages, and which have been adopted and published before the event in issue. An

occupancy limitation of two persons per bedroom residing in a dwelling unit shall be presumed reasonable for this state and all political subdivisions of this state.

G. Subsection B of this section applies only to dwellings occupied or intended to be occupied by no more than four families living independently of each other and in which the owner maintains and occupies one of the living quarters as the owner's residence.

33-1318. Early termination by tenant for domestic violence; conditions; lock replacement; access refusal; treble damages; immunity

A. A tenant may terminate a rental agreement pursuant to this section if the tenant provides to the landlord written notice pursuant to this section that the tenant is the victim of domestic violence as defined in section 13-3601. The tenant's rights and obligations under the rental agreement are terminated and the tenant shall vacate the dwelling and avoid liability for future rent and shall not incur early termination penalties or fees if the tenant provides to the landlord a written notice requesting release from the rental agreement with a mutually agreed on release date within the next thirty days, accompanied by any one of the following:

1. A copy of any protective order issued pursuant to section 13-3602 to a tenant who is a victim of domestic violence. A landlord may also request a receipt or signed statement that the order of protection has been submitted to an authorized officer of a court for service.

2. A copy of a written departmental report from a law enforcement agency that states that the tenant notified the law enforcement agency that the tenant was a victim of domestic violence.

B. A landlord may request from the victim the name and address of the person named in an order of protection or a departmental report pursuant to subsection A of this section, in writing, if known by the victim.

C. The tenant may terminate the rental agreement pursuant to this section only if the actions, events or circumstances that resulted in the tenant being a victim of domestic violence as defined in section 13-3601 occurred within the thirty day period immediately preceding the written notice of termination to the landlord, unless waived by the landlord.

D. If the tenant terminates the rental agreement as prescribed by this section and if the tenant is solely or jointly liable on the rental agreement, the tenant is liable only for rent owed or paid through the date of the lease termination plus any previous obligations outstanding on that date. The amount due from the tenant shall be paid to the landlord on or before the date the tenant vacates the dwelling. If the tenant has prepaid rent that would apply for the month in which the lease is terminated, the landlord may retain the prepaid rent and no refund is due to the tenant. If the tenant has paid a security deposit pursuant to section 33-1321, the security deposit shall not be withheld for the early termination of the lease if the tenant meets the requirements prescribed by subsection A of this section, but may be withheld for payment of damages which the landlord has suffered by reason of the tenant's noncompliance with section 33-1341.

E. A tenant who is a victim of domestic violence may require the landlord to install a new lock to the tenant's dwelling if the tenant pays for the cost of installing the new lock. A landlord may comply with this requirement by doing either of the following:

1. Rekeying the lock if the lock is in good working condition.

2. Replacing the entire locking mechanism with a locking mechanism of equal or better quality than the lock being replaced.

F. A landlord who installs a new lock at the tenant's request may retain a copy of the key that opens the new lock. Notwithstanding any provision in the rental agreement, the landlord may

refuse to provide a key that opens the new lock to the person named in an order of protection or a departmental report pursuant to subsection A of this section.

G. A landlord shall refuse to provide access to the dwelling to reclaim property to any tenant if the tenant is the person named in an order of protection or a departmental report pursuant to subsection A of this section who has been served with an order of protection naming that tenant as the defendant and the landlord has received a copy of the order of protection, unless a law enforcement officer escorts the tenant into and out of the dwelling.

H. A tenant who terminates a lease pursuant to this section and who is convicted of falsely filing a departmental report or order of protection for domestic violence is liable to the landlord for treble damages for premature termination of the lease.

I. A person named in an order of protection or a departmental report pursuant to subsection A of this section who provokes an early lease termination under this section is deemed to have interfered with the residential rental agreement between the landlord and tenant regardless of whether the person named in an order of protection or a departmental report pursuant to subsection A of this section is a party to the rental agreement, and the person named in an order of protection or a departmental report pursuant to subsection A of this section may be civilly liable for all economic losses incurred by a landlord for the domestic violence early lease termination. This civil liability includes unpaid rent, early lease termination fees, costs to repair damage to the premises and any reductions or waivers of rent previously granted to the tenant who was the victim of domestic violence.

J. If there are multiple tenants who are parties to a rental agreement that has been terminated under this section, the tenancy for those tenants also terminates. The tenants who are not the victims of domestic violence, excluding the person named in an order of protection or a departmental report pursuant to subsection A of this section that caused the termination of the lease pursuant to this section, may be released from any financial obligations due under the previously existing rental agreement and the remaining tenants may be permitted to enter into a new lease with the landlord if the tenants meet all current application requirements.

K. An emergency order of protection or a protective order that is issued to a resident of a rental property automatically applies to the entire residential rental property in which the tenant has a rental agreement.

L. This section shall not be construed to limit a landlord's right to terminate a lease pursuant to section 33-1368 against the victim for actions unrelated to the act of domestic violence.

M. A landlord is not liable for any actions taken in good faith pursuant to this section.

33-1318.01. Early release termination for law enforcement officers; definition

A. A law enforcement officer may terminate a rental agreement in the same manner established in section 33-1318 if the law enforcement officer provides to the landlord a written notice that the law enforcement officer is protected under an injunction against harassment issued pursuant to section 12-1809 and the injunction against harassment was issued within the thirty-day period immediately preceding lawful notice to the landlord, unless waived by the landlord.

B. If the law enforcement officer received any lease concession or benefit, the concession or benefit actually received or used shall be repaid to the landlord before vacating the dwelling.

C. All other rights, remedies and obligations provided in section 33-1318 apply to the landlord and the law enforcement officer.

D. For the purposes of this section, "law enforcement officer" has the same meaning prescribed in section 38-1101.

33-1319. Bedbug control; landlord and tenant obligations; definitions

A. A landlord has the following obligations with respect to a bedbug infestation:

1. The landlord shall provide bedbug educational materials to existing and new tenants.

Educational materials may include:

(a) A description of measures that may be taken to prevent and control bedbugs.

(b) Information about bedbugs, including a description of their appearance.

(c) A description of behaviors that are risk factors for attracting bedbugs such as purchasing renovated mattresses, using discarded mattresses and furniture, using used or leased furniture, purchasing pre-owned clothing and traveling without proper precautions.

(d) Information provided by the United States centers for disease control and prevention and other federal, state or local health agencies.

(e) Information provided by federal, state or local housing agencies.

(f) Information provided by nonprofit housing organizations.

(g) Information developed by the landlord.

2. The landlord shall not enter into any lease agreement with a tenant for a dwelling unit that the landlord knows to have a current bedbug infestation.

B. A tenant has the following obligations with respect to a bedbug infestation:

1. The tenant shall not knowingly move materials into a dwelling unit that are infested with bedbugs.

2. A tenant who knows of the presence of bedbugs shall provide the landlord written or electronic notification of the presence of bedbugs.

C. This section does not limit any other rights, remedies and obligations under this chapter.

D. The landlord and tenant of a single family residence are excluded from the provisions of this section.

E. Except as specifically provided in this section, this section does not create a cause of action against:

1. A landlord or a landlord's employees, officers, agents and directors by a tenant or a tenant's guests for any damages caused by bedbugs.

2. A tenant by a landlord for any damages caused by bedbugs.

F. For the purposes of this section:

1. "Bedbugs" means any insect in the genus cimex and its eggs.

2. "Infestation" or "infested" means that the presence of bedbugs is sufficient to materially affect the health and safety of tenants and their guests.

Article 2 – Landlord Obligations**33-1321. Security deposits**

A. A landlord shall not demand or receive security, however denominated, including, but not limited to, prepaid rent in an amount or value in excess of one and one-half month's rent. This subsection does not prohibit a tenant from voluntarily paying more than one and one-half month's rent in advance.

B. The purpose of all nonrefundable fees or deposits shall be stated in writing by the landlord. Any fee or deposit not designated as nonrefundable shall be refundable.

C. With respect to tenants who first occupy the premises or enter into a new written rental agreement after January 1, 1996, upon move in a landlord shall furnish the tenant with a signed copy of the lease, a move-in form for specifying any existing damages to the dwelling unit and written notification to the tenant that the tenant may be present at the move-out inspection. Upon

request by the tenant, the landlord shall notify the tenant when the landlord's move-out inspection will occur. If the tenant is being evicted for a material and irreparable breach and the landlord has reasonable cause to fear violence or intimidation on the part of the tenant, the landlord has no obligation to conduct a joint move-out inspection with the tenant.

D. Upon termination of the tenancy, property or money held by the landlord as prepaid rent and security may be applied to the payment of all rent, and subject to a landlord's duty to mitigate, all charges as specified in the signed lease agreement, or as provided in this chapter, including the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with section 33-1341. Within fourteen days, excluding Saturdays, Sundays or other legal holidays, after termination of the tenancy and delivery of possession and demand by the tenant the landlord shall provide the tenant an itemized list of all deductions together with the amount due and payable to the tenant, if any. Unless other arrangements are made in writing by the tenant, the landlord shall mail the itemized list and any amount due, by first class mail, to the tenant's last known place of residence.

E. If the landlord fails to comply with subsection D of this section the tenant may recover the property and money due the tenant together with damages in an amount equal to twice the amount wrongfully withheld.

F. This section does not preclude the landlord or tenant from recovering other damages to which the landlord or tenant may be entitled under this chapter.

G. During the term of tenancy the landlord may use refundable security deposits or other refundable deposits in accordance with any applicable provisions of the property management agreement. At the end of tenancy, all refundable deposits shall be refunded to the tenant pursuant to this section.

H. The holder of the landlord's interest in the premises at the time of the termination of the tenancy is bound by this section.

33-1322. Disclosure and tender of written rental agreement

A. The landlord or any person authorized to enter into a rental agreement on his behalf shall disclose to the tenant in writing at or before the commencement of the tenancy the name and address of each of the following:

1. The person authorized to manage the premises.
2. An owner of the premises or a person authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.

B. At or before the commencement of the tenancy, the landlord shall inform the tenant in writing that the Arizona residential landlord and tenant act is available on the Arizona department of housing's website.

C. The information required to be furnished by this section shall be kept current and refurnished to a tenant upon the tenant's request. This section extends to and is enforceable against any successor landlord, owner or manager.

D. A person who fails to comply with subsections A, B and C becomes an agent of each person who is a landlord for the following purposes:

1. Service of process and receiving and receipting for notices and demands.
2. Performing the obligations of the landlord under this chapter and under the rental agreement and expending or making available for the purpose all rent collected from the premises.

E. If there is a written rental agreement, the landlord must tender and deliver a signed copy of the rental agreement to the tenant and the tenant must sign and deliver to the landlord one fully executed copy of such rental agreement within a reasonable time after the agreement is executed. A written rental agreement shall have all blank spaces completed. Noncompliance with this subsection shall be deemed a material noncompliance by the landlord or the tenant, as the case may be, of the rental agreement.

33-1323. Landlord to supply possession of dwelling unit

At the commencement of the term the landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and section 33-1324. The landlord may bring an action for possession against any person wrongfully in possession and may recover the damages provided in section 33-1375, subsection C.

33-1324. Landlord to maintain fit premises

A. The landlord shall:

1. Comply with the requirements of applicable building codes materially affecting health and safety as prescribed in section 9-1303.
2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.
3. Keep all common areas of the premises in a clean and safe condition.
4. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by him.
5. Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for their removal.
6. Supply running water and reasonable amounts of hot water at all times, reasonable heat and reasonable air-conditioning or cooling where such units are installed and offered, when required by seasonal weather conditions, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose or the dwelling unit is so constructed that heat, air-conditioning, cooling or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

B. If the duty imposed by subsection A, paragraph 1 of this section is greater than any duty imposed by any other paragraph of this section, the landlord's duty shall be determined by reference to that paragraph.

C. The landlord and tenant of a single family residence may agree in writing, supported by adequate consideration, that the tenant perform the landlord's duties specified in subsection A, paragraphs 5 and 6 of this section, and also specified repairs, maintenance tasks, alterations and remodeling, but only if the transaction is entered into in good faith, not for the purpose of evading the obligations of the landlord and the work is not necessary to cure noncompliance with subsection A, paragraphs 1 and 2 of this section.

D. The landlord and tenant of any dwelling unit other than a single family residence may agree that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling only if:

1. The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the landlord and is set forth in a separate writing signed by the parties and supported by adequate consideration.
2. The work is not necessary to cure noncompliance with subsection A, paragraphs 1 and 2 of this section.
3. The agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.

33-1325. Limitation of liability

A. Unless otherwise agreed, a landlord, who conveys premises that include a dwelling unit subject to a rental agreement in a good faith sale to a bona fide purchaser, is relieved of liability under the rental agreement and this chapter as to events occurring subsequent to written notice to the tenant of the conveyance. He remains liable to the tenant for any property and money to which the tenant is entitled under section 33-1321.

B. Unless otherwise agreed, a manager of premises that include a dwelling unit is relieved of liability under the rental agreement and this chapter as to events occurring after written notice to the tenant of the termination of his management.

33-1329. Regulation of rents; authority

A. Notwithstanding any other provisions of law to the contrary the state legislature determines that the imposition of rent control on private residential housing units by cities, including charter cities, and towns is of statewide concern. Therefore, the power to control rents on private residential property is preempted by the state. Cities, including charter cities, or towns shall not have the power to control rents.

B. The provisions of subsection A shall not apply to residential property which is owned, financed, insured or subsidized by any state agency, or by any city, including charter city, or town.

33-1330. Transfer of records on sale

On the sale or other transfer of an apartment community as defined in section 40-360.21, the landlord shall deliver to the buyer or other transferee all available plans, drawings and records pertaining to the location of all underground facilities in the property, all plans, drawings, surveys and plats of the property, all records pertaining to tenant security deposits and complete files for each tenant of the property at closing containing rental agreements and all other documents and disclosures required by this chapter that are in the possession of the landlord. A landlord who fails to deliver reasonably accurate and maintained installation records of active, inactive and abandoned underground facilities installed after December 31, 2006 is liable for all damages proximately caused by the failure, including all expenses incurred by successor landlords to create such installation records.

33-1331. Notice of foreclosure; effect on lease; damages

A. If a rental agreement is entered into after the foreclosure action was initiated, the owner shall include written notice of possible foreclosure with the rental agreement with the tenant. The notice shall include a statement that is substantially in the following form:

This property is undergoing foreclosure. For more information on this action, you should contact _____ (name, address and phone number of the court where the action is filed or trustee, attorney or other responsible party).

A sale at auction may or may not occur as a result of this foreclosure. Currently, the sale of this property has been set for _____ (time, date and place) or no date for sale of this property has been established.

B. If the owner receives a notice of trustee's sale or other notice of foreclosure on the property after a tenant has entered into a rental agreement on the property, the owner shall provide the tenant with written notice as prescribed in subsection A of this section within five business days after receipt of the notice of trustee's sale. This subsection applies only to the first notice of trustee's sale or the first notice of foreclosure received by the owner after the tenant has entered into the rental agreement.

C. If the owner fails to provide notice as prescribed in this section the tenant may deliver a written notice pursuant to section 33-1361 and recover damages and obtain injunctive relief. The security deposit shall be returned to the tenant as prescribed in section 33-1321.

D. This section shall not apply to multifamily residential rental units consisting of four or more connected units.

Article 3 – Tenant Obligations

33-1341. Tenant to maintain dwelling unit

The tenant shall:

1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building codes materially affecting health and safety.
2. Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit.
3. Dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner.
4. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits.
5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances including elevators in the premises.
6. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so.
7. Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises.
8. Promptly notify the landlord in writing of any situation or occurrence that requires the landlord to provide maintenance or make repairs or otherwise requires the landlord to take action as prescribed in section 33-1324.

33-1342. Rules and regulations

A. A landlord, from time to time, may adopt rules or regulations, however described, concerning the tenant's use and occupancy of the premises. Such rules or regulations are enforceable against the tenant only if:

1. Their purpose is to promote the convenience, safety or welfare of the tenants in the premises, preserve the landlord's property from abusive use or make a fair distribution of services and facilities held out for the tenants generally.
 2. They are reasonably related to the purpose for which adopted.
 3. They apply to all tenants in the premises in a fair manner.
 4. They are sufficiently explicit in prohibition, direction or limitation of the tenant's conduct to fairly inform the tenant of what the tenant must or must not do to comply.
 5. They are not for the purpose of evading the obligations of the landlord.
 6. The tenant has notice of them at the time the tenant enters into the rental agreement.
- B. A rule or regulation adopted after the tenant enters into the rental agreement is enforceable against the tenant if a thirty day notice of its adoption is given to the tenant and it does not constitute a substantial modification of the tenant's rental agreement.
- C. If state, county, municipal or other governmental bodies adopt new ordinances, rules or other legal provisions affecting existing rental agreements, the landlord may make immediate amendments to lease agreements to bring them into compliance with the law. The landlord shall give a tenant written notice that the tenant's lease agreement has been amended, and the notice shall provide a brief description of the amendment and the effective date.

33-1343. Access

- A. The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.
- B. If the tenant notifies the landlord of a service request or a request for maintenance as prescribed in section 33-1341, paragraph 8, the notice from the tenant constitutes permission from the tenant for the landlord to enter the dwelling unit pursuant to subsection D of this section for the sole purpose of acting on the service or maintenance request and the tenant waives receipt of any separate or additional access notice that may be required pursuant to subsection D of this section.
- C. The landlord may enter the dwelling unit without consent of the tenant in case of emergency.
- D. The landlord shall not abuse the right to access or use it to harass the tenant. Except in case of emergency or if it is impracticable to do so, the landlord shall give the tenant at least two days' notice of the landlord's intent to enter and enter only at reasonable times.
- E. The landlord has no other right of access except by court order and as permitted by sections 33-1369 and 33-1370, or if the tenant has abandoned or surrendered the premises.

33-1344. Tenant to use and occupy as a dwelling unit

Unless otherwise agreed, the tenant shall occupy his dwelling unit only as a dwelling unit.

Article 4 – Remedies

33-1361. Noncompliance by the landlord

- A. Except as provided in this chapter, if there is a material noncompliance by the landlord with the rental agreement, including a material falsification of the written information provided to the tenant, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than ten

days after receipt of the notice if the breach is not remedied in ten days. If there is a noncompliance by the landlord with section 33-1324 materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than five days after receipt of the notice if the breach is not remedied in five days. For the purposes of this section, material falsification includes false information relating to availability of the unit, except when a holdover tenant is in illegal possession or in violation of the rental agreement, the condition of the premises and any current services as represented by the landlord in writing and any representation regarding future services and any future changes regarding the condition of the premises, the provision of utility services and the designation of the party responsible for the payment of utility services. The rental agreement shall terminate and the dwelling unit shall be vacated as provided in the notice subject to the following:

1. If the breach is remediable by repairs or the payment of damages or otherwise and the landlord adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate.
 2. The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family or other person on the premises with the tenant's consent.
- B. Except as provided in this chapter, the tenant may recover damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or with section 33-1318 or 33-1324.
- C. The remedy provided in subsection B of this section is in addition to any right of the tenant arising under subsection A of this section.
- D. If the rental agreement is terminated, the landlord shall return all security recoverable by the tenant under section 33-1321.

33-1362. Failure to deliver possession

- A. If the landlord fails to deliver physical possession of the dwelling unit to the tenant as provided in section 33-1323, rent abates until possession is delivered and the tenant may do either of the following:
1. Upon at least five days' written notice to the landlord terminate the rental agreement and upon termination the landlord shall return all prepaid rent and security.
 2. Demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the dwelling unit against the landlord or any person wrongfully in possession and recover the damages sustained by him.
- B. If the landlord fails to deliver constructive possession to the tenant because of noncompliance with section 33-1324, rent shall not abate. Tenant may proceed with the remedies provided for in section 33-1361.
- C. If a person's failure to deliver possession is willful and not in good faith, an aggrieved person may recover from that person an amount not more than two months' periodic rent or twice the actual damages sustained by him, whichever is greater.

33-1363. Self-help for minor defects

- A. If the landlord fails to comply with section 33-1324, and the reasonable cost of compliance is less than three hundred dollars, or an amount equal to one-half of the monthly rent, whichever amount is greater, the tenant may recover damages for the breach under section 33-1361,

subsection B, or may notify the landlord of the tenant's intention to correct the condition at the landlord's expense. After being notified by the tenant in writing, if the landlord fails to comply within ten days or as promptly thereafter as conditions require in case of emergency, the tenant may cause the work to be done by a licensed contractor and, after submitting to the landlord an itemized statement and a waiver of lien, deduct from his rent the actual and reasonable cost of the work, not exceeding the amount specified in this subsection.

B. A tenant may not repair at the landlord's expense if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family or other person on the premises with the tenant's consent or if the condition repaired does not constitute a breach of the fit and habitable condition of the premises.

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

A. If contrary to the rental agreement or section 33-1324 the landlord deliberately or negligently fails to supply running water, gas or electrical service, or both if applicable, and reasonable amounts of hot water or heat, air-conditioning or cooling, where such units are installed and offered, or essential services, the tenant may give reasonable notice to the landlord specifying the breach and may do one of the following:

1. Procure reasonable amounts of hot water, running water, heat and essential services during the period of the landlord's noncompliance and deduct their actual reasonable cost from the rent. If the landlord has failed to provide any of the utility services specified in this section due to nonpayment of the landlord's utility bill for the premises, and if there is no separate utility meter for each tenant in the premises such that the tenant could avoid a utility shutoff by arranging to have services transferred to the tenant's name, the tenant may either individually or collectively with other tenants arrange with the utility company to pay the utility bill after written notice to the landlord of the tenant's intent to do so. With the utility company's approval the tenant or tenants may pay the landlord's delinquent utility bill and deduct from any rent owed to the landlord the actual cost of the payment the tenant made to restore utility services. The tenant or tenants may continue to make such payments to the utility company until the landlord has provided adequate assurances to the tenant that the above utility services will be maintained.
2. Recover damages based upon the diminution in the fair rental value of the dwelling unit.
3. Procure reasonable substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance. In the event the periodic cost of such substitute housing exceeds the amount of the periodic rent, upon delivery by tenant of proof of payment for such substitute housing, tenant may recover from landlord such excess costs up to an amount not to exceed twenty-five per cent of the periodic rent which has been excused pursuant to this paragraph.

B. A landlord shall provide all utilities and services specified in the lease agreement.

C. A landlord shall not terminate utility services as specified in subsection A of this section which are provided to the tenant as part of the rental agreement, except as necessary to make needed repairs or as provided in section 33-1368. Subsequent to the execution of the rental agreement, a landlord may not transfer the responsibility for payment of such utility services to the tenant without the tenant's written consent.

D. If a landlord is in violation of subsection C of this section, the tenant may recover damages, costs and reasonable attorneys fees and obtain injunctive relief. Nothing in this section shall preclude a tenant's right to recover damages as specified in section 33-1367.

E. A lease agreement shall not contain any terms contrary to this section.

F. In addition to the remedy provided in paragraph 3 of subsection A of this section, in the event the landlord's noncompliance is deliberate, the tenant may recover the actual and reasonable cost or fair and reasonable value of the substitute housing not in excess of an amount equal to the periodic rent.

G. If the tenant proceeds under this section, he may not proceed under section 33-1361 or section 33-1363 as to that breach, except as to damages which occur prior to the tenant proceeding under subsection A or B of this section.

H. The rights under this section do not arise until the tenant has given notice to the landlord and such rights do not include the right to repair. Such rights do not arise if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family or other person on the premises with the tenant's consent.

33-1365. Landlord's noncompliance as defense to action for possession or rent; definition

A. In an action for possession based upon nonpayment of the rent or in an action for rent where the tenant is in possession, if the landlord is not in compliance with the rental agreement or this chapter, the tenant may counterclaim for any amount which he may recover under the rental agreement or this chapter. In that event after notice and hearing the court from time to time may order the tenant to pay into court all or part of the undisputed rent accrued and all periodic rent thereafter accruing and shall determine the amount due to each party. The party to whom a net amount is owed shall be paid first from the money paid into court and the balance, if any, by the other party. However, if no rent remains due after application of this section, or if the tenant is adjudged to have acted in good faith and satisfies a judgment for rent entered for the landlord, judgment shall be entered for the tenant in the action for possession.

B. In an action for rent where the tenant is not in possession, the tenant may counterclaim as provided in subsection A but the tenant is not required to pay any rent into court.

33-1366. Fire or casualty damage

A. If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the tenant may do either of the following:

1. Immediately vacate the premises and notify the landlord in writing within fourteen days thereafter of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating.

2. If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

B. If the rental agreement is terminated the landlord shall return all security recoverable under section 33-1321. Accounting for rent in the event of termination or apportionment is to occur as of the date the tenant vacates all or part of the dwelling unit.

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

If the landlord unlawfully removes or excludes the tenant from the premises or wilfully diminishes services to the tenant by interrupting or causing the interruption of electric, gas, water or other essential service to the tenant, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount not more than two months' periodic rent or

twice the actual damages sustained by him, whichever is greater. If the rental agreement is terminated the landlord shall return all security recoverable under section 33-1321.

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

A. Except as provided in this chapter, if there is a material noncompliance by the tenant with the rental agreement, including material falsification of the information provided on the rental application, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate on a date not less than ten days after receipt of the notice if the breach is not remedied in ten days. For the purposes of this section, material falsification includes the following untrue or misleading information about the:

1. Number of occupants in the dwelling unit, pets, income of the prospective tenant, social security number and current employment listed on the application or lease agreement.

2. Tenant's criminal records, prior eviction record and current criminal activity. Material falsification of information in this paragraph is not curable under this section.

If there is a noncompliance by the tenant with section 33-1341 materially affecting health and safety, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate on a date not less than five days after receipt of the notice if the breach is not remedied in five days. However, if the breach is remediable by repair or the payment of damages or otherwise, and the tenant adequately remedies the breach before the date specified in the notice, the rental agreement will not terminate. If there is an additional act of these types of noncompliance of the same or a similar nature during the term of the lease after the previous remedy of noncompliance, the landlord may institute a special detainer action pursuant to section 33-1377 ten days after delivery of a written notice advising the tenant that a second noncompliance of the same or a similar nature has occurred. If there is a breach that is both material and irreparable and that occurs on the premises, which may include an illegal discharge of a weapon, homicide as defined in sections 13-1102, 13-1103, 13-1104 and 13-1105, prostitution as prescribed in section 13-3211, criminal street gang activity as prescribed in section 13-105, activity as prohibited in section 13-2308, the unlawful manufacturing, selling, transferring, possessing, using or storing of a controlled substance as defined in section 13-3451, threatening or intimidating as prohibited in section 13-1202, assault as prohibited in section 13-1203, acts that have been found to constitute a nuisance pursuant to section 12-991 or a breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, the landlord's agent or another tenant or involving imminent or actual serious property damage, the landlord may deliver a written notice for immediate termination of the rental agreement and shall proceed under section 33-1377. The foregoing list of actions which may constitute a material and irreparable breach of a tenant's lease is not exhaustive.

B. A tenant may not withhold rent for any reason not authorized by this chapter. If rent is unpaid when due and the tenant fails to pay rent within five days after written notice by the landlord of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period of time, the landlord may terminate the rental agreement by filing a special detainer action pursuant to section 33-1377. Before the filing of a special detainer action the rental agreement shall be reinstated if the tenant tenders all past due and unpaid periodic rent and a reasonable late fee set forth in a written rental agreement. After a special detainer action is filed

the rental agreement is reinstated only if the tenant pays all past due rent, reasonable late fees set forth in a written rental agreement, attorney fees and court costs. After a judgment has been entered in a special detainer action in favor of the landlord, any reinstatement of the rental agreement is solely in the discretion of the landlord.

C. The landlord may recover all reasonable damages resulting from noncompliance by the tenant with the rental agreement or section 33-1341 or occupancy of the dwelling unit, court costs, reasonable attorney fees and all quantifiable damage caused by the tenant to the premises.

D. The landlord may discontinue utility services provided by the landlord on the day following the day that a writ of restitution or execution is executed pursuant to section 12-1181.

Disconnections shall be performed only by a person authorized by the utility whose service is being discontinued. This section does not supersede standard tariff and operational procedures that apply to any public service corporation, municipal corporation or special districts providing utility services in this state.

E. On the day following the day that a writ of restitution or execution is executed pursuant to section 12-1181, the landlord shall comply with section 33-1370, subsections D, E, F, G, H and I regarding the tenant's personal property.

F. For the purposes of this chapter, the tenant shall be held responsible for the actions of the tenant's guests that violate the lease agreement or rules or regulations of the landlord if the tenant could reasonably be expected to be aware that such actions might occur and did not attempt to prevent those actions to the best of the tenant's ability.

G. For the purposes of this section, "days" means calendar days.

33-1369. Failure to maintain

If there is noncompliance by the tenant with section 33-1341 materially affecting health and safety that can be remedied by repair, replacement of a damaged item or cleaning and the tenant fails to comply as promptly as conditions require in case of emergency or within fourteen days after written notice by the landlord specifying the breach and requesting that the tenant remedy it within that period of time, the landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and submit an itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date when periodic rent is due, or if the rental agreement has terminated, for immediate payment.

33-1370. Abandonment; notice; remedies; personal property; definition

A. If a dwelling unit is abandoned after the time prescribed in subsection J of this section, the landlord shall send the tenant a notice of abandonment by certified mail, return receipt requested, addressed to the tenant's last known address and to any of the tenant's alternate addresses known to the landlord. The landlord shall also post a notice of abandonment on the door to the dwelling unit or any other conspicuous place on the property for five days.

B. Five days after the notice of abandonment has been both posted and mailed, the landlord may retake the dwelling unit and rerent the dwelling unit at a fair rental value if no personal property remains in the dwelling unit. After the landlord retakes the dwelling unit, money held by the landlord as a security deposit is forfeited and shall be applied to the payment of any accrued rent and other reasonable costs incurred by the landlord by reason of the tenant's abandonment.

C. If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent the dwelling unit at a fair rental. If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement, the rental agreement is deemed to be terminated as of the

date the new tenancy begins. If the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the landlord accepts the abandonment as a surrender, the rental agreement is deemed to be terminated by the landlord as of the date the landlord has notice of the abandonment. If the tenancy is from month to month or week to week, the term of the rental agreement for this purpose shall be deemed to be a month or a week, as the case may be.

D. After the landlord retakes possession of the dwelling unit, and if the tenant's personal property remains in the dwelling unit, the landlord shall prepare an inventory and notify the tenant of the location and cost of storage of the personal property in the same manner prescribed in subsection A of this section.

E. After the landlord retakes possession of the dwelling unit, the landlord may store the tenant's personal possessions in the unoccupied dwelling unit that was abandoned by the tenant, any other available unit or any storage space owned by the landlord or off the premises if a dwelling unit or storage space is not available. The landlord is not required to store the tenant's perishable items, plants and animals on behalf of the tenant. The landlord may remove or dispose of, as appropriate, the perishable items, including plants. At the landlord's discretion, the landlord may remove and dispose of any personal property in the dwelling unit that is contaminated or may be considered a biohazard or poses a health and safety risk. At the landlord's discretion, the tenant's abandoned animals may be immediately removed and released to a shelter or boarding facility. The landlord shall keep a record of the name and location of the shelter or boarding facility to which the animal was released to a shelter or boarding facility, the landlord shall provide reasonable care for the abandoned animals for the period prescribed by subsection F of this section. If the landlord is unable or unwilling to provide reasonable care to the abandoned animals, the landlord shall notify the county enforcement agent as defined in section 11-1001 or an animal control officer as prescribed in section 9-499.04 of the presence of the tenant's abandoned animals on the property to be seized pursuant to section 13-4281. The landlord is not liable for any actions taken in good faith related to the removal, release, seizure or care of the abandoned animals pursuant to this section.

F. The landlord shall hold the tenant's personal property for a period of fourteen calendar days after the landlord retakes possession of the dwelling unit. The landlord shall use reasonable care in moving and holding the tenant's personal property. If the landlord holds the property for this period and the tenant makes no reasonable effort to recover it, the landlord may donate the personal property to a qualifying charitable organization as defined in section 43-1088 or otherwise recognized charity or sell the property. If the landlords sells the property, the landlord shall retain the proceeds and apply them toward the tenant's outstanding rent or other costs that are covered in the lease agreement or otherwise provided for in this chapter or title 12, chapter 8 and that have been incurred by the landlord and excess proceeds shall be mailed to the tenant at the tenant's last known address. A tenant does not have any right of access to that property until the actual removal and storage costs have been paid in full, except that the tenant may obtain clothing and the tools, apparatus and books of a trade or profession and any identification or financial documents, including all those related to the tenant's immigration status, employment status, public assistance or medical care. The landlord may destroy or otherwise dispose of some or all of the property if the landlord reasonably determines that the value of the property is so low that the cost of moving, storage and conducting a public sale exceeds the amount that would be realized from the sale. Any tax benefit associated with the donation of the personal property belongs to the tenant. A landlord that complies with this section is not liable for any loss to the

tenant or any third party that results from moving, storing or donating any personal property left in the dwelling unit.

G. For a period of twelve months after the sale the landlord shall:

1. Keep adequate records of the outstanding and unpaid rent and the sale of the tenant's personal property.
2. Hold for the benefit of the tenant any excess proceeds that have been returned as undeliverable.

H. If the tenant notifies the landlord in writing on or before the date the landlord sells or otherwise disposes of the personal property that the tenant intends to remove the personal property from the dwelling unit or the place of safekeeping, the tenant has five days to reclaim the personal property. To reclaim the personal property the tenant must only pay for the costs associated with removal and storage for the period the tenant's personal property was stored. Except as provided in subsections E or I of this section for personal property exempt from storage requirements, within five days after a written offer by the tenant to pay the applicable storage or removal costs the landlord must surrender possession of the personal property in the landlord's possession to the tenant upon the tenant's tender of payment. If the landlord fails to surrender possession of the personal property to the tenant, the tenant may recover the possessions or an amount equal to the damages determined by the court if the landlord has destroyed or disposed of the possessions before the fourteen days specified in this section or after the tenant's offer to pay.

I. Notwithstanding subsections d, e, f and g of this section, if the tenant returns to the landlord the keys to the dwelling unit and there is personal property remaining in the dwelling unit, the landlord may immediately remove and dispose of the personal property without liability to the tenant or a third party unless the landlord and tenant have agreed in writing to some other treatment of the property.

J. For the purposes of this section "abandonment" means either the absence of the tenant from the dwelling unit, without notice to the landlord for at least seven days, if rent for the dwelling unit is outstanding and unpaid for ten days and there is no reasonable evidence other than the presence of the tenant's personal property that the tenant is occupying the residence or the absence of the tenant for at least five days, if the rent for the dwelling unit is outstanding and unpaid for five days and none of the tenant's personal property is in the dwelling unit.

33-1371. Acceptance of partial payments

A. A landlord is not required to accept a partial payment of rent or other charges. A landlord accepting a partial payment of rent or other charges retains the right to proceed against a tenant only if the tenant agrees in a contemporaneous writing to the terms and conditions of the partial payment with regard to continuation of the tenancy. The written agreement shall contain a date on which the balance of the rent is due. The landlord may proceed as provided in article 4 of this chapter and in title 12, chapter 8 against a tenant in breach of this agreement or any other breach of the original rental agreement. If the landlord has provided the tenant with a notice of failure to pay rent as specified in section 33-1368, subsection B prior to the completion of the agreement for partial payment, no additional notice under section 33-1368, subsection B is required in case of a breach of the partial payment agreement.

B. Except as specified in subsection A of this section, acceptance of rent, or any portion thereof, with knowledge of a default by tenant or acceptance of performance by the tenant that varied

from the terms of the rental agreement or rules or regulations subsequently adopted by the landlord constitutes a waiver of the right to terminate the rental agreement for that breach.

33-1372. Landlord liens; distraint for rent

- A. A lien or security interest on behalf of the landlord in the tenant's household goods is not enforceable unless perfected before the effective date of this chapter.
- B. Distraint for rent is abolished.

33-1373. Remedy after termination

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.

33-1374. Recovery of possession limited

A landlord may not recover or take possession of the dwelling unit by action or otherwise, including forcible removal of the tenant or his possessions, willful diminution of services to the tenant by interrupting or causing the interruption of electric, gas, water or other essential service to the tenant, except in case of abandonment, surrender or as permitted in this chapter

33-1375. Periodic tenancy; hold-over remedies

- A. The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least ten days prior to the termination date specified in the notice.
- B. The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty days prior to the periodic rental date specified in the notice.
- C. If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is willful and not in good faith the landlord, in addition, may recover an amount equal to not more than two months' periodic rent or twice the actual damages sustained by the landlord, whichever is greater. If the landlord consents in writing to the tenant's continued occupancy, section 33-1314, subsection D applies.

33-1376. Landlord and tenant remedies for abuse of access

- A. If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access, or terminate the rental agreement. In either case, the landlord may recover actual damages.
- B. If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement. In either case, the tenant may recover actual damages not less than an amount equal to one month's rent.

33-1377. Special detainer actions; service; trial postponement

- A. Special detainer actions shall be instituted for remedies prescribed in section 33-1368. Except as provided in this section, the procedure and appeal rights prescribed in title 12, chapter 8, article 4 apply to special detainer actions.
- B. The summons shall be issued on the day the complaint is filed and shall command the person against whom the complaint is made to appear and answer the complaint at the time and place

named which shall be not more than six nor less than three days from the date of the summons. The tenant is deemed to have received the summons three days after the summons is mailed if personal service is attempted and within one day of issuance of the summons a copy of the summons is conspicuously posted on the main entrance of the tenant's residence and on the same day the summons is sent by certified mail, return receipt requested, to the tenant's last known address. The summons in a special detainer action shall be served at least two days before the return day and the return day made on the day assigned for trial. Service of process in this manner shall be deemed the equivalent of having served the tenant in person for the purposes of awarding a money judgment for all rent, damages, costs and attorney fees due.

C. For good cause shown supported by an affidavit, the trial may be postponed for not more than three days in a justice court or five days in the superior court.

D. In addition to determining the right to actual possession, the court may assess damages, attorney fees and costs as prescribed by law.

E. If a complaint is filed alleging a material and irreparable breach pursuant to section 33-1368, subsection A, the summons shall be issued as provided in subsection B of this section, except that the trial date and return date shall be set no later than the third day following the filing of the complaint. If after the hearing the court finds by preponderance of the evidence that the material and irreparable breach did occur, the court shall order restitution in favor of the plaintiff not less than twelve nor more than twenty-four hours later.

F. If the defendant is found guilty, the court shall give judgment for the plaintiff for restitution of the premises, for late charges stated in the rental agreement, for costs and, at the plaintiff's option, for all rent found to be due and unpaid through the periodic rental period provided for in the rental agreement as described in section 33-1314, subsection C and shall grant a writ of restitution.

G. If the defendant is found not guilty, judgment shall be given for the defendant against the plaintiff for costs, and if it appears that the plaintiff has acquired possession of the premises since commencement of the action, a writ of restitution shall issue in favor of the defendant.

33-1378. Removal of guest

A person who is a guest of a tenant who is not named on a written lease and who remains on the premises without the permission of the tenant or the landlord is not a lawful tenant and that person's presence in or on the premises does not constitute residency or tenancy. A person who knowingly remains on the premises without the permission of the tenant or the landlord may be removed by a law enforcement officer at the request of the tenant or the landlord who is entitled to possession of the premises.

Article 5 – Retaliatory Action

33-1381. Retaliatory conduct prohibited

A. Except as provided in this section, a landlord may not retaliate by increasing rent or decreasing services or by bringing or threatening to bring an action for possession after any of the following:

1. The tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health and safety.
2. The tenant has complained to the landlord of a violation under section 33-1324.

3. The tenant has organized or become a member of a tenants' union or similar organization.

4. The tenant has complained to a governmental agency charged with the responsibility for enforcement of the wage-price stabilization act.

B. If the landlord acts in violation of subsection A of this section, the tenant is entitled to the remedies provided in section 33-1367 and has a defense in action against him for possession. In an action by or against the tenant, evidence of a complaint within six months prior to the alleged act of retaliation creates a presumption that the landlord's conduct was in retaliation. The presumption does not arise if the tenant made the complaint after notice of termination of the rental agreement. "Presumption", in this subsection, means that the trier of fact must find the existence of the fact presumed unless and until evidence is introduced which would support a finding of its nonexistence.

C. Notwithstanding subsections A and B of this section, a landlord may bring an action for possession if either of the following occurs:

1. The violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant or other person in his household or upon the premises with his consent.

2. The tenant is in default in rent. The maintenance of the action does not release the landlord from liability under section 33-1361, subsection B.

Arizona Revised Statute
Title 33 – Property

Chapter 17 – Residential Rental Property

Article 1 – General Provisions

33-1901	Definitions
33-1902	Residential rental property; recording with the assessor; agent designation; civil penalty; fee
33-1903	Appointment of temporary receiver; term; duties, accounting
33-1904	Inspections
33-1905	Slum property; appeal
33-1906	Licensed property management company; training program
33-1907	Registration with one-call notification center

Article 1 – General Provisions

33-1901. Definitions

In this article, unless the context otherwise requires:

1. "Managing agent" means a person, corporation, partnership or limited liability company that is authorized by the owner to operate and manage the property.
2. "Residential rental property" means property that is used solely as leased or rented property for residential purposes. If the property is a space rental mobile home park, residential rental property includes the rental space that is leased or rented by the owner of that rental space but does not include the mobile home or recreational vehicle that serves as the actual dwelling if the dwelling is owned and occupied by the tenant of the rental space and not by the owner of the rental space.
3. "Slum property" means residential rental property that has deteriorated or is in a state of disrepair and that manifests one or more of the following conditions that are a danger to the health or safety of the public:
 - (a) Structurally unsound exterior surfaces, roof, walls, doors, floors, stairwells, porches or railings.
 - (b) Lack of potable water, adequate sanitation facilities, adequate water or waste pipe connections.
 - (c) Hazardous electrical systems or gas connections.
 - (d) Lack of safe, rapid egress.

(e) Accumulation of human or animal waste, medical or biological waste, gaseous or combustible materials, dangerous or corrosive liquids, flammable or explosive materials or drug paraphernalia.

33-1902. Residential rental property; recording with the assessor; agent designation; civil penalty; fee

A. An owner of residential rental property shall maintain with the assessor in the county where the property is located information required by this section in a manner to be determined by the assessor. The owner shall update any information required by this section within ten days after a change in the information occurs. The following information shall be maintained:

1. The name, address and telephone number of the property owner.
2. If the property is owned by a corporation, limited liability company, partnership, limited partnership, trust or real estate investment trust, the name, address and telephone number of any of the following:
 - (a) For a corporation, a corporate officer.
 - (b) For a partnership, a general partner.
 - (c) For a limited liability company, the managing or administrative member.
 - (d) For a limited partnership, a general partner.
 - (e) For a trust, a trustee.
 - (f) For a real estate investment trust, a general partner or an officer.
3. The street address and parcel number of the property.
4. The year the building was built.

B. An owner of residential rental property who lives outside this state shall designate and record with the assessor a statutory agent who lives in this state and who will accept legal service on behalf of the owner. The owner shall designate the agent in a manner to be determined by the assessor. The information shall include the name, address and telephone number of the agent.

C. Residential rental property shall not be occupied if the information required by this section is not on file with the county assessor. If the owner has not filed the information required by this section with the county assessor and the residential rental property is occupied by a tenant and the tenant chooses to terminate the tenancy, the tenant shall deliver to the landlord, owner or managing agent of the property a written ten day notice to comply with this section. The notice shall be delivered by certified mail, return receipt requested, or by hand delivery. If the owner does not comply with this section within ten days after receipt of the notice, the tenant may terminate the rental agreement and the landlord shall return all prepaid rent to the tenant. Security deposits shall be returned in accordance with section 33-1321, subsection D. The landlord shall return those monies by certified mail, return receipt requested, or by hand delivery to the tenant within ten days after the termination of the rental agreement. This subsection applies to any existing lease and to any new lease after August 25, 2004. Notwithstanding this subsection, an owner is in compliance with this subsection only if the owner had filed the information required by subsection A of this section with the county assessor.

D. All records, files and documents that are required by this section are public records.

E. For residential rental property that is acquired by an owner after the date of the notice of assessed valuation and the notice prescribed by section 42-15103 and until the issuance of the next notice of assessed valuation, a city or town shall assess a civil penalty of one thousand dollars against a person who fails to comply with this section, plus an additional one hundred

dollars for each month after the date of the original violation until compliance occurs. The court shall not suspend any portion of the civil penalty provided by this subsection.

F. Notwithstanding subsection E of this section, if a person complies within ten days after receiving the complaint that notices the violation, the court shall dismiss the complaint and shall not impose a civil penalty.

G. Except for newly acquired residential rental property as prescribed by subsection E of this section, if a residential rental property owner fails to register with the county assessor as prescribed by this section, the city or town may impose a civil penalty in the amount of one hundred fifty dollars per day for each day of violation after the date of the most recent notice of assessed valuation and the notice prescribed by section 42-15103. If a person complies within ten days after receiving the notice from the county assessor, the court shall dismiss the complaint and shall not impose a civil penalty.

H. In carrying out this section, the county assessor shall have immunity as provided in section 12-820.01.

I. The county assessor may assess a fee of not more than ten dollars for each initial registration and each change of information in the registry.

J. On request from a city or town the county assessor shall provide the most current list of all registered rental property owners within the city's or town's boundaries.

33-1903. Appointment of temporary receiver; term; duties, accounting

A. This state or a city, town or county of this state may apply to the superior court for the appointment of a temporary receiver to manage a property that is designated as a slum property by a city, town or county or the state.

B. If the court determines that the appointment of a temporary receiver is necessary, the court may order the appointment of a temporary receiver to manage or operate the premises for as long as the court deems necessary. The court shall not appoint a temporary receiver for a term of more than one year.

C. A temporary receiver who is appointed pursuant to subsection B of this section either shall be a real estate licensee specializing in property management or an attorney specializing in real estate law and shall swear or affirm to faithfully and fairly discharge the receiver's duties. The court may require the temporary receiver to post a bond in an amount fixed by the court.

D. The court shall determine the following:

1. The management duties of the receiver.
2. The amount of compensation to be paid to the receiver.
3. The method of payment.
4. The payment periods.

E. The temporary receiver shall continue to manage the property during the pendency of any appeal or until relieved by the court. The court may remove a temporary receiver on its own motion or on the motion of any party or the temporary receiver.

F. The temporary receiver may do any of the following:

1. Take control of the property.
2. Pay the mortgage on the property if there are sufficient monies derived from the income of the property to do so.
3. Collect rents due on the property.
4. Make or have made any repairs that are necessary to bring the property into compliance with any statute or ordinance.

5. Make payments that are necessary for the maintenance or restoration of utilities to the property.
 6. Purchase materials that are necessary to make repairs.
 7. Renew, terminate or modify existing rental contracts and leases as provided by law.
 8. Enter into new rental contracts and leases.
 9. Affirm, renew or terminate an existing insurance contract that covers the property as provided by law.
 10. Enter into a new contract that provides for insurance coverage on the property.
 11. Hire security or other personnel that are necessary for the safe and proper operation and maintenance of the property.
 12. Prosecute or defend suits that flow from the management of the property and retain counsel.
 13. Exercise all other authority that an owner of the property would have except the authority to sell the property.
- G. Before the receiver spends monies in excess of ten thousand dollars the court and the party who is responsible for the payment of the temporary receiver's expenditures shall approve the expenditure of those monies.
- H. The costs of compensation to and expenditures by the temporary receiver shall be paid in the following order of priority:
1. From the income that is derived from the property and that is available after all taxes and mortgages are satisfied.
 2. By the party who requested the appointment of the temporary receiver.
- I. On filing with the county recorder of the county in which the property is located, a lien is created in favor of the party who pays the temporary receiver's costs of compensation and expenditures other than the defendant. The lien is prior to all other liens, obligations or encumbrances except for prior recorded mortgages, restitution liens, child support liens and general tax liens.
- J. On the completion of the receivership, the temporary receiver shall file with the court a full accounting of all costs and expenses incurred and all income received during course of the receivership.
- K. On finding that the appointment of a temporary receiver is no longer warranted, the court on its own motion or the motion of any party may terminate the temporary receivership.
- L. After all violations have been cured, the temporary receivership shall be terminated.

33-1904. Inspections

- A. In addition to any other statute or ordinance providing for the inspection of property, a city, town or county or the state may inspect the residential rental property if either of the following occurs:
1. A property owner fails to comply with the provisions of section 33-1902. The property is subject to immediate inspection until there is compliance. If the property is occupied, the inspecting authority shall request consent of the tenant before entering the interior of the structure. Except as otherwise provided by law, the right of inspection does not extend to the interior of a dwelling unit in a space rental mobile home park or recreational vehicle park that is not owned by a landlord unless the tenant is in possession of the dwelling unit or, if the dwelling unit is vacant or abandoned, the owner consents to the inspection. If the tenant refuses to consent to the entry, the inspecting authority has recourse to any remedy provided by law to secure entry.

2. A property has been designated as a slum property by a city, town or county or the state. The city, town, county or state may annually inspect a property designated as a slum property for three consecutive years. A city, town or county or the state shall establish the process by which a property is designated as a slum property.

B. The property owner is responsible for the costs of an inspection that is conducted pursuant to this section. If the property that is inspected is a dwelling unit in a space rental mobile home park or recreational vehicle park that is not owned by a landlord, the owner of the dwelling unit is responsible for the costs of the inspection.

C. On recording a penalty or inspection cost with the recorder's office in the county in which the property is located, the penalty or inspection cost is deemed to be an assessment and is prior to all other liens, obligations or encumbrances except for liens under title 12, chapter 7, article 12, prior recorded mortgages, restitution liens, child support liens and general tax liens. If the property that was inspected was a dwelling unit in a space rental mobile home park or recreational vehicle park that is not owned by a landlord, a lien shall not be recorded against the owner of the property other than the dwelling. The lien may be filed with the department of transportation and, if filed, has the same effect as otherwise provided for in this section.

D. This section shall not affect any other statute or ordinance pertaining to inspection of property.

33-1905. Slum property; appeal

A. A governmental agency that may designate a residential rental property as a slum property shall establish procedures by which the owner of the property may file an administrative appeal contesting the designation of the property.

B. The decision at the hearing on the administrative appeal is the final administrative decision.

C. A party may appeal the administrative decision pursuant to title 12, chapter 7, article 6.

33-1906. Licensed property management company; training program

A city or town may require a residential rental property owner whose property has been designated as a slum or exhibits the criteria prescribed in section 9-1303, relating to violations that materially affect the health and safety of the occupants of the property, to hire a property management firm that is regulated pursuant to title 32, chapter 20, article 3.1 to manage the property, participate in the city or town's crime free multihousing program, if applicable, and attend city or town approved landlord tenant training classes if available from the city or town. The city or town may also require the property owner to participate in comparable training provided by a nonprofit corporation that is designated as a section 501(c)(3), 501(c)(4), 501(c)(5) or 501(c)(6) corporation and that is certified by the city or town to provide that training. This shall not apply to mobile home parks which are in compliance with section 33-1437.

33-1907. Registration with one-call notification center

This article does not relieve a landlord of an apartment community as defined in section 40-360.21 or a landlord of a mobile home park from the obligation to register with a one-call notification center as prescribed by section 40-360.32.

Your Rights Under the Protecting Tenants at Foreclosure Act

Public Law 111-22, (May 20, 2009)

TITLE VII--PROTECTING TENANTS AT FORECLOSURE ACT (PTFA)¹

SEC. 701. SHORT TITLE.

This title may be cited as the 'Protecting Tenants at Foreclosure Act of 2009'.

SEC. 702. EFFECT OF FORECLOSURE ON PREEXISTING TENANCY.

(a) In General- In the case of any foreclosure on a federally-related mortgage loan or on any dwelling or residential real property after the date of enactment of this title, any immediate successor in interest in such property pursuant to the foreclosure shall assume such interest subject to--

(1) the provision, by such successor in interest of a notice to vacate to any bona fide tenant at least 90 days before the effective date of such notice; and

(2) the rights of any bona fide tenant--

(A) under any bona fide lease entered into before the notice of foreclosure to occupy the premises until the end of the remaining term of the lease, except that a successor in interest may terminate a lease effective on the date of sale of the unit to a purchaser who will occupy the unit as a primary residence, subject to the receipt by the tenant of the 90 day notice under paragraph (1); or

(B) without a lease or with a lease terminable at will under State law, subject to the receipt by the tenant of the 90 day notice under subsection (1),

except that nothing under this section shall affect the requirements for termination of any Federal- or State-subsidized tenancy or of any State or local law that provides longer time periods or other additional protections for tenants.

(b) Bona Fide Lease or Tenancy- For purposes of this section, a lease or tenancy shall be considered bona fide only if--

(1) the mortgagor or the child, spouse, or parent of the mortgagor under the contract is not the tenant;

(2) the lease or tenancy was the result of an arms-length transaction; and

(3) the lease or tenancy requires the receipt of rent that is not substantially less than fair market rent for the property or the unit's rent is reduced or subsidized due to a Federal, State, or local subsidy.

(c) Definition- For purposes of this section, the term 'federally-related mortgage loan' has the same meaning as in section 3 of the Real Estate Settlement Procedures Act of 1974 (12 U.S.C. 2602). For purposes of this section, the date of a notice of foreclosure shall be deemed to be the date on which complete title to a property is transferred to a successor entity or person as a result of an order of a court or pursuant to provisions in a mortgage, deed of trust, or security deed.

SEC. 703. EFFECT OF FORECLOSURE ON SECTION 8 TENANCIES.

Section 8(o)(7) of the United States Housing Act of 1937 (42 U.S.C. 1437f(o)(7)) is amended--

(1) by inserting before the semicolon in subparagraph (C) the following: 'and in the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease vacating the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner--

(i) will occupy the unit as a primary residence; and

(ii) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice.';

and

(2) by inserting at the end of subparagraph (F) the following: 'In the case of any foreclosure on any federally-related mortgage loan (as that term is defined in section 3 of the Real Estate Settlement Procedures Act of 1974 (12 U.S.C. 2602)) or on any residential real property in which a recipient of assistance under this subsection resides, the immediate successor in interest in such property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the housing assistance payments contract between the prior owner and the public housing agency for the occupied unit, except that this provision and the provisions related to foreclosure in subparagraph (C) shall not shall not affect any State or local law that provides longer time periods or other additional protections for tenants.'

¹ The PTFA was clarified and extended in section 1484 of P.L. 111g 203 (July 21, 2010), which are included above.

CONGRESS.GOV

S.2155 - Economic Growth, Regulatory Relief, and Consumer Protection Act

115th Congress (2017-2018) | [Get alerts](#)

Sponsor: [Sen. Crapo, Mike \[R-ID\]](#) (Introduced 11/16/2017)

Committees: Senate - Banking, Housing, and Urban Affairs

Latest Action: 05/24/2018 Became Public Law No: 115-174. ([All Actions](#))

Roll Call Votes: There have been [7 roll call votes](#)

Tracker: Introduced Passed Senate Passed House To President **Became Law**

Summary: S.2155 — 115th Congress (2017-2018)

[All Information](#) (Except Text)

Listen to this page

There are 5 summaries for S.2155. ▼

[Bill summaries](#) are authored by [CRS](#).

Shown Here:

Public Law No: 115-174 (05/24/2018)

Economic Growth, Regulatory Relief, and Consumer Protection Act

TITLE III--PROTECTIONS FOR VETERANS, CONSUMERS, AND HOMEOWNERS

(Sec. 304) The sunset provision of the Protecting Tenants at Foreclosure Act is repealed, restoring notification requirements and other protections related to the eviction of renters in foreclosed properties. (The Act expired on December 31, 2014.)

(Sec. 305) Treasury may use loan guarantees and credit enhancements to remediate lead and asbestos hazards in residential properties.

(Sec. 306) The bill amends the United States Housing Act of 1937 to revise the Family-Self-Sufficiency (FSS) program, an employment and savings incentive program for families that reside in public housing or have housing vouchers. Specifically, the bill:

- combines existing, separately operated FSS programs into a single program;
- extends program eligibility to tenants of certain privately owned properties subsidized with project-based rental assistance;
- revises program requirements related to eligibility, supportive services, and escrow deposits; and
- otherwise modifies the FSS program.

FIVE-DAY NOTICE

TO:

Pay or Quit

Date:

--

Five-Day Notice to Pay or Quit

NOTICE TO TENANT(S):

1. **“Time is of the essence”** reinstated. To the extent the “time is of the essence” provision of the rental agreement has not previously been enforced and/or has been waived, tenant(s) is hereby notified that the “time is of the essence” provision is hereby reinstated via this notice. From the date of this letter and thereafter, the time periods specified in the rental agreement and by law shall be strictly enforced.
2. **Notice.** Pursuant to Arizona Revised Statutes, Title 33, Chapter 10, Section 33-1368(B), you are hereby tendered five days written notice of: (1) nonpayment of rent and (2) the landlord’s intention to terminate your tenancy if rent is not paid within five calendar days. Provided this letter is received on the “Date” specified above,¹ the fifth day falls on _____.
3. **Reinstatement.** To reinstate the rental agreement, you must remit all due, but as yet unpaid, rent and other amounts owing in the “TOTAL” shown below within the five-day period:

\$ _____	Rent for	_____
\$ _____	Late charges	_____
\$ _____	Notice fee	_____
\$ _____	Other	_____
\$ _____	TOTAL ²	_____

(This stated “TOTAL” is exclusive of future accruing monthly rent, late fees and/or other amounts until full payment is received)

4. **Eviction.** In the event full payment is not tendered within five calendar days after receipt of this notice,³ an eviction action will be filed against you to: (1) recover possession of the premises, (2) to terminate your contractual right to possess and occupy the premises, and (3) to obtain a money judgment against you for rent, late fees and/or any other amounts due under the rental agreement or available by law, including attorney’s fees and court costs.
5. **Quit.** As an alternative to payment, you may “quit the premises” (i.e., vacate the premises) on or before the fifth day, thereby avoiding a court of law entering a judgment of eviction against you. Vacating the premises, however, will not relieve you from liability for the outstanding balance and/or other amounts due under the rental agreement.

This Notice delivered via:

- | |
|---------------------------------------------------|
| <input type="checkbox"/> Certified Mail |
| <input type="checkbox"/> Regular First Class Mail |
| <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Hand delivery |

(acknowledgment of hand delivery by tenant)

(Landlord or agent for Landlord)

This is an attempt to collect a debt. Any information obtained will be used for that purpose. Unless you dispute the validity of the debt, or any portion thereof, within thirty days of receipt of this letter, it will be assumed to be valid. If the dispute is received in writing, debt verification, or a copy of the judgment, will be obtained and mailed to you. If requested in writing within thirty days of receipt of this letter, the original creditor’s name and address will be provided. Pursuant to 15 U.S.C. § 1692E(11), please be advised that this communication is from a landlord or property manager, which may, in this case, be acting as or on behalf of a debt collector.

¹ If not received on the date above, your tenancy will terminate five days after receipt of this notice if you have not reinstated the rental agreement by tendering payment of the amounts due at that time.

² To the extent one or more of the above does not fall within the meaning of “rent,” as provided by the rental agreement and/or the law, then those amounts need not be paid within five days and, instead, those amounts are due within ten days after receipt hereof.

³ Service of this notice may be accomplished via regular mail, certified mail, hand-delivery, process server, etc.; the five days to tender payment shall commence after the first notice is received and shall not be extended if additional copies of this notice are subsequently received.

NOTICE OF TERMINATION

By Landlord

TO:

Date:

Notice of Termination of Tenancy By Landlord

NOTICE TO TENANT(S):

Your tenancy will terminate:

- Termination of month-to-month tenancy.** Pursuant to A.R.S. § 33-1375, you are hereby notified that the landlord has elected to terminate your month-to-month tenancy. Your tenancy will terminate on _____ .
(end of next periodic term)

If you remain in possession beyond this date, your conduct will be deemed willful and you will be considered a “holdover tenant” for purposes of assessing “holdover rent” and/or recovering damages pursuant to A.R.S. § 33-1375(C).

- Notice of nonrenewal.** The term of your present rental agreement is due to expire and will not be renewed. You must vacate no later than _____ .
(expiration date of rental agreement)

If you remain in possession beyond this date, your conduct will be deemed willful and you will be considered a “holdover tenant” for purposes of assessing “holdover rent” and/or recovering damages pursuant to A.R.S. § 33-1375(C).

- Ten-day notice to terminate tenancy for repeated noncompliance.** You were previously notified of a noncompliance on _____. A second noncompliance of the same or similar nature has occurred during the term of the lease. Specifically,

(describe second noncompliance)

You are hereby notified, pursuant to A.R.S. § 33-1368(A), that your right to possess and occupy the premises has been terminated and a lawsuit will be filed to evict you from the premises ten (10) days after receipt of this notice,¹ unless you vacate the premises within ten days after receiving this notice. Curing the noncompliance a second time WILL NOT stop termination and/or eviction. If you remain in possession beyond this date, your conduct will be deemed willful and you will be considered a “holdover tenant” for purposes of assessing “holdover rent” and/or recovering damages pursuant to A.R.S. § 33-1375(C).

This Notice delivered via:

- | |
|---------------------------------------------------|
| <input type="checkbox"/> Certified Mail |
| <input type="checkbox"/> Regular First Class Mail |
| <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Hand-delivery |

(acknowledgment of hand-delivery by tenant)

(Landlord or agent for Landlord)

¹Service of this notice may be accomplished via regular mail, certified mail, hand-delivery, process server, etc.; the time period shall commence after the first notice is received and shall not be extended if additional copies of this notice are subsequently received.

TEN-DAY NOTICE

TO:

Material Noncompliance

Date:

Ten-Day Notice – Material Noncompliance

NOTICE TO TENANT(S):

You are in violation of your rental agreement and/or the Arizona Residential Landlord and Tenant Act. The specific acts constituting the violation are:

You are hereby notified, pursuant to A.R.S. § 33-1368(A), that the foregoing constitute one or more **material noncompliance** and that your right to possess and occupy the premises will:

- Curable.** Terminate **ten (10) days** after receipt of this notice **if** this noncompliance is not remedied prior to the date specified below.¹
- Not Curable.** Terminate upon a date not less than **ten (10) days** after receipt of this notice. **This noncompliance cannot be cured and you MUST vacate by the date specified below.**¹

Provided this notice is received on the date specified above,² your rental agreement will terminate on _____.
(at least 10 calendar days after receipt of notice)

This Notice delivered via:

<input type="checkbox"/> Certified Mail
<input type="checkbox"/> Regular First Class Mail
<input type="checkbox"/> Other _____
<input type="checkbox"/> Hand-delivery

(acknowledgment of hand-delivery by tenant)

(Landlord or agent for Landlord)

¹ Service of this notice may be accomplished via regular mail, certified mail, hand-delivery, process server, etc.; the ten days shall commence after the first notice is received and shall not be extended if additional copies of this notice are subsequently received.

² If not received on the date above, your rental agreement will terminate ten days after receipt of this notice if the noncompliance(s) is not remedied.

Rental Hold & Option Agreement

PARTIES

Optionee (Tenant Applicant):

Optionor (Landlord/Owner):

PROPERTY

This Agreement concerns the real property (referred to herein as the "Property") described below:

Real Property Address:

TERM

Optionee's right to rent the Property shall commence on the date this Agreement is signed by the Parties and shall end on . The term of this Option may be extended upon payment by Optionee to Optionor of additional consideration, which shall be determined at the time of the request.

CONSIDERATION

In exchange for payment of the Rental Hold and Option Fee by Optionee, Optionor grants to Optionee the **sole and exclusive right** to rent the Property during the term hereof. In exchange for payment of the Rental Application Fee, Optionor shall process and evaluate the Tenant Application.

\$ Rental Hold and Option Fee.

\$ Rental Application Fee.

MATERIAL TERMS

- Whether the Tenant Application is approved **or** denied, the Rental Application Fee is nonrefundable and is used by Optionor to defray the expenses of processing the Tenant Application, including the administrative expenses incurred to verify information thereon and/or the expense of a credit report.
- The Rental Hold and Option Fee shall be refundable **if, and only if**, the Tenant Application is denied by Optionor. If paid by personal check, Optionor may issue a refund either fifteen business days after denial of the Tenant Application or after funds have cleared Optionor's bank.
- If the Tenant Application is approved, then the Rental Hold and Option Fee may be credited toward the initial amount due under the rental agreement, but is not otherwise refundable or returnable, including if Optionee's circumstances change, Optionee changes his/her mind or otherwise fails for any reason to exercise this option to rent the Property.
- Optionee acknowledges and agrees that the Rental Hold and Option Fee is: (1) a nonrefundable option fee (except as stated above), (2) intended to afford Optionee the sole and exclusive right to rent the Property, (3) not being held by Optionor to assure performance of any obligation by Optionee, and (4) is not a "deposit" within the meaning of A.R.S. § 33-1321 or "security" within the meaning of A.R.S. § 33-1310(14).
- Optionee may exercise this option by delivering in person or by courier to Optionor: (1) a Cashier's Check (or other form of payment acceptable to Optionor) for the initial amounts due (as stated on the rental agreement, less a credit for the Rental Hold and Option Fee) and (2) a signed copy of the rental agreement that Optionor has provided to Optionee. Optionee may also deliver the foregoing by certified mail, return receipt requested, provided the foregoing are mailed at least five days prior to expiration of the Term (above).
- Optionor shall include Optionor's agents who have been authorized in writing to act on Optionor's behalf in this matter.

SIGNATURE OF THE PARTIES TO THIS OPTION AGREEMENT

Optionee understands the terms and conditions contained herein and voluntarily agrees hereto.

Optionee(s)

(Print name)

(Signature)

Date

(Print name)

(Signature)

Date

Optionor(s)

(Print name)

(Signature)

Date

(Print name)

(Signature)

Date

(Address of Optionor, where notice by Optionee to exercise Option shall be sent)

OPTION to PURCHASE AGREEMENT

PARTIES

Tenant/Optionee: _____
Owner/Optionor: _____

PROPERTY

Optionor grants Optionee the exclusive right to purchase the real property, fixtures and improvements thereon, hereinafter collectively referred to as the "Property," from Optionor.

Real Property Address:

Legal description of the Property:

TERM

Optionee shall have the exclusive right to purchase the Property during the option period, unless sooner terminated. Default hereunder or under the accompanying rental agreement (if any) terminates the Optionee's right to exercise the option, unless, if curable, the default is timely cured.

Optionee's option begins on: _____ and ends on _____.

CONSIDERATION

The consideration paid by Optionee to Optionor is for the exclusive right to purchase the Property and does not grant or otherwise entitle Optionee to an equitable interest in the Property. The consideration paid by Optionee to Optionor for this Option Agreement is (one or both below):

- \$ _____ per month, which shall be paid with the monthly rent (if any)
 \$ _____, to be paid as follows: _____

TERMS of PURCHASE

The total purchase price shall be: \$ _____. Optionee shall be responsible for obtaining financing and all expenses related thereto. Escrow shall close not more than sixty (60) days after Optionee exercises the option. Taxes, insurance, assessments and other ongoing expenses shall be prorated to the close of escrow. If, for any reason whatsoever, Optionee does not or cannot exercise this option, the consideration paid for this option is not refundable.

- The consideration paid for the option shall be credited toward the purchase price.

ADDITIONAL TERMS

Optionee may exercise this option by delivering a written notice to Optionor at the address specified below by hand-delivery or by certified mail, return receipt requested; in the latter case, notice is deemed received by Optionor on the date the notice is mailed. The term of this Option may be extended upon payment by Optionee to Optionor of additional consideration, which shall be determined at the time of the request.

SIGNATURE OF THE PARTIES TO THIS OPTION AGREEMENT

The parties have read this entire agreement and acknowledge that they understand the terms and conditions contained herein and voluntarily agree hereto.

Optionee(s)

_____	_____	_____
(Print name)	(Signature)	Date
_____	_____	_____
(Print name)	(Signature)	Date

Optionor(s)

_____	_____	_____
(Print name)	(Signature)	Date
_____	_____	_____
(Print name)	(Signature)	Date

(Address of Optionor, where notice by Optionee to exercise Option shall be sent)