

Tenant's Rights and Responsibilities Handbook



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

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This booklet is provided by Community Legal Services as a service to our client community. The purpose of this booklet is to inform clients of their legal rights and responsibilities. Please realize that no booklet can ever be a substitute for a lawyer, as every situation is different. Therefore, we encourage the reader to consult a lawyer before undertaking any legal action. Community Legal Services maintains eight offices throughout Maricopa, Mohave, Yavapai, Yuma/La Paz Counties. Please refer to the last page of this booklet for more information.

Community legal Services provides information, speakers, literature, and videotapes to social service agencies and community groups. For information, call **602-258-3434**.

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Introduction

This booklet is designed to help you understand some of your rights and obligations as a tenant in Arizona. THIS BOOKLET SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR LEGAL ADVICE.

All information contained in this booklet is derived from the statutes of The Arizona Residential Landlord and Tenant Act (revised July 18, 2000). You can obtain a free copy of the Act from the Arizona Secretary of State's Office in Phoenix (see the blue pages in your telephone book), or you can look up the Act in the Arizona Revised Statutes (A.R.S. §§ 33-1301 to 33-1381), copies of which are available in the reference sections of most public or law libraries in the State.

The Landlord/Tenant Act and this booklet do not apply to:

- a) tenants in mobile homes (unless tenants rent both trailer and lot from the same person or company);
- b) tenants in public housing projects or public institutions;
- c) occupancy under a sales contract if occupant is the purchaser;
- d) transient occupancy in a hotel, motel, or recreational lodging;
- e) occupancy by a person employed by the landlord as manager or custodian if the right to occupy is conditional upon employment in and about the premises;
- f) certain other situations found in A.R.S. §§ 33-1308 and 33-1310(3).

This booklet will often refer to giving notice to your landlord. Samples of these forms are referred to as Form A, Form B, etc., and can be found in the back of the booklet. You may use the sample forms provided or write your own notice. It is important to make all requests in writing and keep a copy of all notices and demands for your records. Any notice given to your landlord should preferably be hand-delivered or mailed via certified mail, return receipt requested.

When you rent, you are entering into a legal contract with the landlord. You and the landlord will have legal rights and obligations. Both of you must uphold your end of the agreement or face legal penalties. The Landlord/Tenant Law provides ways to force both parties to live up to their end of the agreement.

Before You Rent

Before you rent, there are certain things that you can do to protect your rights and avoid problems.

- A. *Make sure the dwelling fits your needs and your budget.* Most evictions are due to nonpayment of rent. Often these tenants simply rented a dwelling which was more expensive than they could really afford.
- B. *Inspect the dwelling for defects or damage by conducting a walk-through of the property (Form A).* The Landlord is required to provide you with a damage checklist to fill out. Check to see if everything is in working order. It is preferable to have the walk-through with the landlord or

manager present. If this cannot happen, inspect the dwelling yourself, document damage or needed repairs, date and sign the list, and give a copy of the list to the landlord.

- C. *Find out whether you or your landlord is responsible for the utilities, including water, gas and electricity.*
- D. *Find out if a security deposit and/or a cleaning deposit is required. Also, find out the amount of the deposits and whether the deposits are refundable when you move out. The purpose of all nonrefundable deposits must be stated in the lease.*
- E. *Know what the rules are and whether you can live with them. Are there restrictions concerning pets, parking, overnight guests, etc.?*
- F. *Know what you are signing before you sign any document. A landlord may ask you to sign a lease or rental agreement. Agreements to rent may be oral or in writing. Any agreement obligating a tenant to rent for more than a year must be in writing.*

A lease is an agreement to rent for a specific period of time. With a written lease, both the landlord and tenant are obligated by the terms of the lease for that period of time. A lease locks in the amount of rent during the time that the lease period is in force. As a tenant, you are obligated to stay in the dwelling for the entire lease period. If you decide to move before the lease is over, you can be held financially responsible for the rent until the lease period ends or a new renter signs an agreement to rent the property.

A tenant who has an oral agreement or whose lease has expired is considered to be on a month-to-month tenancy. Terms and conditions of this type of tenancy are negotiable from month to month as long as the tenant is given the proper notices.

- G. *Read any written rental agreement or lease. Make sure that the following information is included in the document:*
 - 1. Names, addresses, and phone numbers of both owner and manager;
 - 2. Location (and apartment number) of the property that you are renting;
 - 3. Amount of rent and person responsible for paying utilities (electricity, gas water, etc.);
 - 4. Amount of the security deposit, cleaning or redecorating deposit, if any, and whether it is refundable or nonrefundable;
 - 5. Rules and regulations for tenants, if any.
- H. *Get a signed copy of the lease or rental agreement and store it in a safe place. By law, the landlord must give you a signed copy of the lease and a copy of the completed checklist of damages. This checklist will be filled out again when you move out. Comparing the move-in and move-out checklists will be the basis to determine if you owe any money for damages.*
- I. *Falsification of important parts of your rental application could be grounds for the landlord to evict you.*
- J. *Falsification of important information such as your unit number, utility services, payment of utilities, etc., by the landlord, could be grounds for you to break the lease.*

Tenant's Rights and Remedies

A. You Have a Right to Choose Where You Want to Live.

A landlord violates the law if s/he refuses to rent to you because of your race, color, national origin, sex, family status, religion, or physical or mental disability that limits your major life activities (this includes tenants with documented cases involving visual impairments, chronic alcoholism, chronic mental illness, AIDS, or AIDS-related illness). If you feel you are being discriminated against for one of these reasons, contact your local city or county attorney's office, the Civil Rights Division of the Arizona Attorney General's Office, or the U.S. Department of Housing and Urban Development (these numbers can be found in the blue pages of the telephone book).

A landlord also violates the law if s/he refuses to rent to you because:

- *you have children*
- *you are pregnant*
- *you are a parent or legal guardian of a child under age 18*
- *you are in the process of obtaining legal custody of a minor*

Under A.R.S. § 33-1317, a landlord cannot refuse to rent for the sole reason that a prospective tenant has children except in situations where the rental property meets the definition of housing for older persons as defined in A.R.S. § 41-1491.04. Landlords may set an occupancy limit for the property. The limit must be applied equally to all renters. Arizona law allows a landlord to set an occupancy limit of two persons or more (of any age) per bedroom.

B. You Have a Right to a Fair Security Deposit.

A landlord may not demand a security deposit in excess of one and one-half times your monthly rent (A.R.S. § 33-1321(A)), but a tenant may voluntarily pay more. Also, a landlord may not change the amount or security required after the tenant has signed a rental agreement.

A landlord must respond to your written request for the return of your security deposit within fourteen (14) days, not counting Saturdays, and legal holidays (plus an additional five (5) days if mailed), (Form B). Any charges against your security deposit must be written out and itemized by the landlord. Any nonrefundable deposits must be so stated in the written rental agreement (A.R.S. § 33-1321(B)). If the landlord does not respond to your written request by either returning your deposit or giving you an itemized statement of charges, you may bring an action against the landlord in Small Claims Court, Justice Court, or Superior Court for three times the amount wrongfully withheld (A.R.S. § 33-1321(D)). If the landlord has responded to your written request and you disagree with any of the charges, you may pursue an action in court for a judge to decide what is fair.

C. You Have a Right to a Habitable and Safe Place to Live.

Arizona law (A.R.S. § 33-1324) requires that the landlord:

1. Meet the requirements of local building and health codes concerning the condition of your dwelling unit;
2. Make the necessary repairs in order to keep the dwelling in a fit and livable condition;

3. Keep areas that are shared by all tenants, such as hallways and playgrounds, in clean and safe condition;
4. Keep all the electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord, in safe and working order;
5. Provide and maintain containers for the removal of ashes, trash and garbage, as well as provide for the removal of the contents;
6. Supply running water and reasonable amounts of hot water at all times, reasonable heat, and reasonable air conditioning or cooling unless it is within the exclusive control of the tenant and supplied by _____ direct public utility connection. At appropriate seasons, the landlord must provide reasonable amounts of heat and cooling, if installed.

The landlord and tenant can agree that the tenant _____ minor repairs if they do so in writing. But, the landlord cannot require a tenant _____ the landlord's duties just so the landlord can avoid them (A.R.S. § 33-1324(C) & (D)).

If a problem arises where the landlord is not keeping the dwelling livable and safe, the best thing to do is to try to solve the problem by talking with your landlord. Should this fail, you should seek legal assistance regarding your rights and remedies under the law.

D. You Have a Right To Know How Much You Must Pay In Utilities.

Your lease should state who is responsible for utilities, you or your landlord. Your lease should also state if the utilities are being charged separately and if an how much a landlord will require you to pay for any administrative fee. If a landlord charges you separately for gas, water, waste-water, solid waste removal or electricity, the landlord may charge you for how much the landlord must pay for your specific use and an administrative fee for actual administrative costs. You should not be charged for any utilities used in other tenants' premises.

If you are charged separately for utilities, a landlord can either use a submetering system or ratio utility billing system. If the landlord uses a submetering system, the landlord should give you a bill each billing period that states the following:

1. separately states the cost of the charges for the period and states the opening and closing meter readings and the dates of the meter readings;
2. states the amount of administrative fee charged.

If your landlord does not use a submetering system and charges separately for utilities, the landlord must use one of the following ways of calculating your bill:

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 a tenant's submetered hot water usage measure; or
6. Any other method that is fair and must be stated in lease agreement.

If the landlord uses one of the above systems of calculating your bill, your lease agreement must state which system the landlord will use. If you have a current lease and the landlord switches to one of these systems, the landlord must give you ninety days' notice.

If the landlord charges you too high an amount, you must first complain in writing to the landlord. If the landlord does not fix your bill, you may file a complaint in justice court against the landlord.

E. What You Can Do If the Landlord Does Not Keep the Dwelling Livable or Safe.

If your dwelling has defects that the landlord will not repair, even after you have talked to him or her about the defects, you could also report or complain about the defects to the local city housing or building inspector and/or to the county health inspector.

The Arizona law allows you to pursue the self-help statute for minor repairs (A.R.S. § 33-1363) or terminate the rental agreement (A.R.S. § 33-1361) as follows:

1. In cases where a breach of the rental agreement is involved (e.g. leaky faucets, holes in walls, stopped-up sinks), you must give the landlord written demand (Form C) to fix the defect within ten (10) days or the rental agreement will terminate on a date not less than ten (10) days after receipt of the notice by the landlord, or you may choose to **pursue the steps for self-help as outlined below. If you are going to choose the self-help method, you must inform the landlord of your intention in the ten-day notice.**
2. In cases where the issue involves health and safety matters (e.g. heating in the winter, cooling in the summer, outside doors that do not lock), you must give the landlord written demand (Form D) to fix the defect within five (5) days or the rental agreement will terminate on a date not less than five (5) days after receipt of the notice by the landlord, or you may choose to pursue the steps for self-help as outlined below. **If you are going to choose the self-help method, you must inform the landlord of your intention in the five-day notice.**

Steps for Self-Help for Minor Repairs

- *Give written demand to the landlord for the needed repairs. The notice must tell the landlord of your intent to self help. Keep a copy for your records.*
- *Wait the required number of days as provided by law (10 days, or less in case of an emergency).*
- *After the waiting period has ended, hire a licensed contractor to perform the work, pay the contractor from your own pocket, get a receipt for payment, and have the contractor sign a waiver of lien (Form E). You must then submit the itemized copy to the landlord **with the waiver of lien. (Form I).** You must complete all of these steps before deducting any costs from your rent. If you do not, the landlord can legally challenge the deduction.*

You should also remember that the tenant is responsible for fixing problems that are due to the tenant's negligence, such as stopped up toilets or holes in the walls.

- *At the time that your rent is next due minus the deductions for repairs.*

IMPORTANT: Please remember that all of the above steps must be followed correctly. Arizona law only allows a tenant to spend \$300.00 per month or half the rent, whichever is greater, toward repairs after a landlord has failed to respond to a written notice.

3. If the landlord deliberately or negligently fails to provide running water, gas or electric service, reasonable amounts of hot water or heat, and air conditioning or cooling where such units are installed (A.R.S. § 33-1364), you can give written notice specifying the problems and then choose to do one of the following:
 - a. Subtract the cost of obtaining reasonable amounts of these services from the next rent payment. For example, if you have to buy water during the time there is no running water, you can subtract the cost of the water from the next payment. In addition, if the utility company has turned off the utilities due to the landlord's failure to pay the bill, you may have other remedies available to you. You should seek legal advice on how to proceed.
 - b. Sue the landlord for the decreased rental value.
 - c. You can temporarily move out and secure reasonable substitute housing until the landlord makes the necessary repairs. In this case, you will be excused from paying rent for that time. For example, if you are without air conditioning for 5 days, and your daily rent is seven (7) dollars, you can multiply 5 by 7 and subtract the total amount from your next rent payment.

REMEMBER: You may only choose to pursue one of the above remedies. If you decide to proceed with the above remedy, you must be aware that you may not proceed with either the self-help remedy (A.R.S. § 33-1363) or terminate the rental agreement for noncompliance (A.R.S. § 33-1361).

REMEMBER: Keep copies of all written notices that you give to the landlord. Also, keep all receipts and documents, including those you receive from the landlord. It is best to send all written notices by Certified Mail – Return Receipt Requested in case you later have to prove in court that the landlord received the notice.

F. You Have a Right to Speak out and to Organize Without Fear.

If you complain to your landlord or to a government agency (such as the city housing/building inspector or the county health inspector) about the conditions of your dwelling or if you join a tenant's organization, your landlord cannot retaliate against you by raising your rent, reducing services or threatening to evict you during the term of your current lease, within 6 months of your actions (A.R.S. § 33-1381). The landlord is permitted to evict you if you fail to pay your rent or if the violation of applicable building codes is due to your failure to maintain your dwelling as required by law.

At the end of your lease, the landlord may choose not to renew the lease. The landlord has a legal right to do this. The landlord does not have to provide you with any reason for this decision. However, a landlord cannot refuse to renew your lease in retaliation for you complaining to an agency about the conditions or joining a tenant's organization.

G. You Have a Right to Enjoy the Dwelling You Rent.

Under A.R.S. §§ 33-1367 and 33-1374, your landlord cannot legally lock you out, bodily evict you without a court order, or take any of your personal belongings. Furthermore, your landlord cannot, under any circumstances, turn off essential services such as electricity, water and heat, until after the day a Writ of Restitution (court order to evict the tenant) has been issued. This is true even if you are behind in rent. Should the landlord take such action, notify the landlord that s/he is in violation of Arizona law and that the services must be restored and/or your property must be returned.

For example, if for any reason the landlord turns off your utilities, you should demand that the utilities be restored (Form F). It is unlawful for the landlord to transfer responsibility for payment of provided utility services to you without your consent. If the landlord locks you out of your dwelling, demand that the lock be removed (Form J). If the landlord takes any of your personal belongings, demand that the belongings be returned (Form G), (A.R.S. § 33-1372). If your landlord has done any of these things, you may pursue a lawsuit for an amount equal to two months' rent or your actual damages, whichever is greater (A.R.S. § 33-1367).

H. You Have a Right to Privacy.

Unless s/he has a court order, there is an emergency, or it is otherwise not practical to do so, a landlord must give notice at least two days in advance before entering your dwelling unit. A landlord may only enter at times that are reasonable (A.R.S. § 33-1343). Also, your landlord cannot abuse the right to enter or access your dwelling or use it to harass you. Furthermore, your landlord cannot enter your dwelling at such times you consider to be unreasonable.

If your landlord makes an unlawful entry or a lawful entry to your dwelling in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing you, you can obtain injunctive relief to prevent the recurrence of the conduct or terminate your rental agreement. You can also recover actual damages not less than an amount equal to one month's rent (A.R.S. § 33-1376(B)).

If the landlord enters your dwelling against your wishes without proper notice, a court order, or an emergency, you can go to court and get a court order against the landlord prohibiting him or her from doing it again (A.R.S. § 33-1376). You can also sue in Small Claims Court, Justice Court or Superior Court for one month's rent or your actual damages.

You must allow the landlord entry into the dwelling if s/he gives you reasonable notice (A.R.S. § 33-1343). You must not unreasonably refuse him or her entrance for the purposes of inspecting, making necessary or agreed-upon repairs, decorations, alterations or improvements, supplying necessary or agreed-upon services, or showing the dwelling to prospective or actual purchasers, lenders, tenants, workers or contractors. The landlord has the right to enter the dwelling without consent in cases of emergency. In practice, the courts have consistently found that a landlord has a right to expect reasonable accommodation from a tenant in arranging for a time to enter the dwelling.

I. You Have a Right to Proper Notice of Any Increase in Rent or Decrease in Services.

Your landlord can raise rent or decrease services only if s/he gives proper notice. If you rent month-to-month, s/he must give at least thirty (30) days advance written notice prior to the date the rent is due. If you rent week-to-week, s/he must give ten (10) days advance written notice (A.R.S. § 33-1375).

If the landlord fails to give proper notice, then the notice is not sufficient and the existing rental rate or service level remains the same. If you have signed a lease, your landlord cannot raise your rent until the term of the lease is up.

J. You Have a Right to a Proper Eviction Notice.

If you have paid rent and have not breached any duty as a tenant, the landlord may terminate your tenancy without having to give any reason, unless you have a lease for a specified term. The landlord must give at least thirty (30) days advance written notice prior to the date you are required to pay rent if you rent month-to-month. If you rent week-to-week, the landlord must give at least ten (10) days advance written notice (A.R.S. § 33-1375(A) & (B)).

If you have a lease agreement, the landlord cannot evict you without a breach on your part until the lease expires. Failure to pay your rent is a breach of the lease agreement. If you retain possession after the expiration of the lease, you would then be viewed as a month-to-month tenant and entitled to a 30-day notice.

If the landlord gives specific reasons why s/he believes you have breached your rental agreement or lease, such as failing to maintain the premises according to your duties as a tenant, or failing to follow proper rules and regulations adopted by the landlord, s/he can give you written notice specifying the breach and pursue an eviction action in court if you do not correct your breach within the required period of time. In cases where the breach involves:

1. the illegal discharge of a weapon,
2. prostitution,
3. criminal street gang activity,
4. organized crime activity,
5. the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance (i.e. drugs),
6. infliction of bodily harm,
7. threatening or intimidating behavior,
8. assault,
9. jeopardizing the health, safety, and welfare of the landlord, his agent, or another tenant,
10. imminent serious property damage, or
11. acts that have found to constitute a nuisance, the landlord may deliver a written notice for immediate termination of the rental agreement. The landlord must still go through the court process to obtain this eviction (A.R.S. § 33-1368).

Tenant Responsibilities

A. You must Keep Your Dwelling Reasonably Clean.

This includes removing waste from the dwelling, keeping plumbing fixtures clean, and not **deliberately destroying any property (A.R.S. § 33-1341). (Note: The landlord cannot require you to perform his or her duty to maintain fit premises except under specified conditions (A.R.S. § 33-1324 (C) & (D)).**

If you fail to maintain your dwelling, the landlord can give you written notice saying you must move out in ten (10) days unless you fix the dwelling within ten (10) days. If your failure to maintain

your dwelling seriously affects health and safety, the landlord can give you a notice saying you must move out in five (5) days unless you correct your breach within five (5) days.

If you correct in time, the tenancy does not terminate (A.R.S. § 33-1368). But, if another act of this nature occurs during the term of the lease, you may be evicted for that noncompliance by the giving of a ten-day notice.

B. You Must Follow the Rules and Regulations.

As long as the rules the landlord makes are reasonable, fair, and apply to all tenants, you must follow those rules. You and your guests must also behave so as not to bother other tenants (A.R.S. § 33-1341). The landlord can change rules during the tenancy, but s/he must give reasonable notice, and the change must not be a major change from the original rental agreement. Your failure to follow proper rules can result in an eviction notice the same as for your failure to maintain your dwelling (A.R.S. § 33-1368).

C. You Must Give Proper Notice Before Moving.

If you have a month-to-month rental agreement, you must give the landlord written notice (Form K) of your intention to move at least thirty (30) days before the rental due date. If you have a week-to-week rental agreement, a ten (10) day notice is required (A.R.S. § 33-1375).

You should request a walk-through inspection of the dwelling with the landlord present before you move. You may wish to use the same inspection checklist that you used for moving in to compare the condition of the dwelling. If you move before your lease expires, you are legally liable for payment of the remainder of the lease unless the landlord re-rents the property. If the landlord does rent to another tenant, you will only owe for the period after you moved out until the new tenant moved in.

Be sure to return your keys or make other arrangements for getting the keys to the landlord on the day you vacate the dwelling. This will help prove that you are out of the dwelling on that day, and prevents any claim being made against your security deposit for more rent or for the cost of keys.

When you move out, take all your possessions with you. However, the landlord is obligated to keep anything you leave for twenty-one (21) days (except trash), before selling it or throwing it away. You will be required to pay for moving and storage costs (*not cheap*) to get them back.

REMEMBER to leave the dwelling in the same condition as you rented it. Damages or failure to clean the dwelling may result in the loss of your deposits and could even result in the landlord filing a lawsuit against you for excess damage.

D. You Must Pay Your Rent.

If you have a problem paying your rent on time, talk with your landlord. S/he may be willing to work with you until you can get caught up again. However, you must be aware that you are responsible for paying the rent. The landlord is under no legal obligation to make special payment arrangements. The landlord may pursue an eviction action based on nonpayment of rent alone. Financial hardship, or the fact that you may have children, will not affect the eviction process.

If the landlord has given you an eviction notice, but accepts partial payment without a written agreement outlining the repayment of the balance, s/he cannot proceed with the eviction action.

If, however, a partial payment is accepted and a written agreement is made and you do not pay the balance according to the agreement, the landlord can and will proceed with an eviction action in the appropriate court of law.

If your landlord wishes to evict you for nonpayment of rent, s/he must give you a written notice demanding payment of the rent within five (5) days or the rental agreement will be terminated (A.R.S. § 33-1368 (B)). You have a right to reinstate your rental agreement any time before the filing of the complaint by offering to pay the unpaid rent and any applicable late fees (late fees can only be charged when they are provided for in your written rental agreement (A.R.S. § 33-1368 (B))).

After the landlord files a court action for an eviction hearing, you may reinstate the rental agreement any time before the judge signs a judgment against you on the day of the hearing, if you offer to pay (by cash or money order) all past-due rent, late fees, court costs, and attorney's fees (if the landlord has hired an attorney to attend the hearing). If the judge accepts your offer, you are under a legal obligation to pay the amount specified in full before the time limit set by the judge. If your landlord agrees to let you stay after a judgment is issued, be sure you get the terms of this agreement in writing.

If you have claims against the landlord that under the law would reduce, eliminate, or exceed the landlord's claim for rent, and the landlord will not settle or compromise such claims, then you may wish to go to court and assert a counterclaim for the amount that you fees you are owed. You should have given the landlord a previous notice about these bad conditions and kept a copy for yourself. You may want to talk with an attorney before attending the hearing to see if you may have any valid counterclaims that may affect the judgment. When you go to court, you may be required to post the undisputed amount of rent into a trust account. You should inform the judge that you are counterclaiming as soon as you go into court.

E. Going to Court

If the landlord gives proper notice to vacate, but you stay in the dwelling without offering to pay the past-due rent, the landlord will probably file a Forcible Entry or Detainer (F.E.D.). This is a court action which asks that the tenant be evicted and the property returned to the landlord. Note that the landlord, owner, or their attorney must file. An agent, manager or management company, may not sue for the landlord or owner.

If an F.E.D. is filed against you, you will receive court papers which tell you when you have to go to court. This court date will be set no less than three (3) but no more than five (5) days after the landlord has filed for the hearing. You can represent yourself in court or a lawyer may do so. Even if you are unable to fulfill all your obligations as a tenant, you will have the right to tell your side of the story to the judge.

As stated before, the rental agreement can be reinstated on the day of the hearing before the judge signs a judgment only if you pay the past rent, late fees (if provided for in the written rental agreement), attorney's fees, and court costs. If your landlord agrees to let you stay after a judgment is issued, be sure you get the terms of this agreement in writing.

If you lose in court, the judge will usually give you five (5) calendar days to move out. If you have not moved out at the end of the time the judge sets, the landlord may obtain a Writ of Restitution from the court that orders the sheriff or constable to forcibly remove you and your **belongings. If you were evicted because of an immediate and irreparable material breach, the Writ of Restitution may issue in twenty-four hours.**

If the landlord moves your belongings under the protection of the sheriff or constable, s/he must store them in a place known to you for twenty-one (21) days (A.R.S. § 33-1368(E)). The landlord should notify you of the location of your belongings and send you an itemized list of your property. To reclaim your property, you are only obligated to pay for the cost of removal and storage (*not cheap*). A landlord cannot hold personal property for payment of rent or any judgment that s/he is due. However, you may obtain clothing, tools or books of your trade or profession, along with any identification or financial documents, including all those related to your immigration status, public assistance, or medical care prior to paying for the cost of removal and storage of your belongings. If the landlord holds your property for twenty-one (21) days and you do not make a reasonable attempt to recover it, the landlord may immediately sell or dispose of the property and keep any proceeds from the sale and apply them to your debt.

F. Appealing a Decision Against You

An appeal can be a complicated process. You may want to consult an attorney if you decide to pursue this course of action.

If you want to appeal the court's decision, you must file a Notice of Appeal with the court within five (5) calendar days after the hearing. The court may request that you post two bonds, a cost bond and a supersedeas bond for this appeal process. You may request that the cost bond be waived by submitting an affidavit with the court explaining why you are unable to pay the bond. The landlord has a specific period of time in which to object to your affidavit. If this happens, a hearing will be held for the judge to determine whether the bond will be waived. If your cost bond is not waived, you will have five (5) days to pay the bond in order to go forward with your appeal.

When your appeal is transferred to the Superior Court, there will also be a filing fee that must be paid to that court. This fee may be waived by filing a fee waiver form with the Superior Court.

If you want your appeal to put a hold on a money judgment against you or put a hold on the court's decision allowing the landlord to evict you, you must file a supersedeas bond five (5) days after the judgment. Filing this bond will not allow anyone to lock you out of your premises as a result of the judgment until the appeal is decided. This bond cannot be waived. It must be posted in the amount of costs and fees plus the amount of rent due from the time of the judgment up to the date that your rent is next due. If you move before the Writ of Restitution is issued, you do not have to post this bond in order to continue your appeal.

If your appeal process takes more than a month, you will be required to continue to pay your rent, when due, into the court. By doing this, you may stay in your dwelling during the time that your appeal is going on. You will be required to file a memorandum thirty days after you filed your appeal on why the trial court was wrong. You will then be given an opportunity to reply in writing.

REMEMBER: This pamphlet is no substitute for legal counsel. It cannot cover all situations or cases; it only suggests some methods for dealing with common problems tenants will face.

F O R M S

(FORM A)

Checklist for Walk-Through Inspection

Tenant Name: _____ Date: _____

Dwelling Address: _____

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

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

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

OTHER COMMENTS: _____

Move-in Inspection

Landlord Signature _____ Date _____

Tenant Signature _____ Date _____

Move-out Inspection

Landlord Signature _____ Date _____

Tenant Signature _____ Date _____

(Attach additional sheets if necessary)

(FORM B)

Notice for Return of Security Deposit

Dear Landlord:

On _____ (date), I moved out of my dwelling located at:

_____.

I am requesting that my deposit be returned to me within fourteen (14)* days, not counting Saturday, Sunday, or legal holidays, from the date of the receipt of this letter in accordance with Arizona law (A.R.S. §33-1321).

Please mail my deposit to the following address:

Name: _____

Address: _____ Apt.# _____

City: _____ State: _____ Zip: _____

Thank you for your cooperation.

Sincerely, _____
[Signature]

Date _____

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

(FORM F)

Notice of Unlawful Utility Shut-off

Dear Landlord:

On _____, the (electric) (gas) (water) for my dwelling
[Date]

located at: _____

was turned off. These actions are in violation of Arizona law (A.R.S. §§033- 1367 and §33-1374) and entitle me to bring an action against you for two (2) times the monthly rent or greater actual damages if proven. I request that you immediately restore services to my dwelling. If they are not restored, I will terminate my tenancy and/or file an action to recover possession of the premises and for damages.

Sincerely, _____ Date _____
[Signature]

Print Name: _____

Address: _____ Apt.# _____

City: _____ State _____ Zip _____

(FORM G)

Unlawful Seizure of Personal Property

Dear Landlord:

On _____, you took the following property from my dwelling:
[Date]

I am notifying you that your actions are in violation of Arizona law (A.R.S. §33-1372), which prohibits the seizure of my belongings until after the day that a Writ of Restitution is ordered by the court. I request that you release my possessions immediately. If this request is denied, I will be forced to take legal action against you for costs and damages.

Sincerely, _____ Date _____
[Signature]

Print Name: _____

Address: _____ Apt.# _____

City: _____ State _____ Zip _____

(FORM I)

Self-Help Remedy: Completion

Dear Landlord:

On _____, I notified you of my intent to use the
[Date]
self-help remedy pursuant to A.R.S. §33-1363 if certain repairs were not made. After you failed to respond and make the repairs, I hired a licensed contractor to do the repairs and paid the contractor. I have attached a copy of the bill marked paid which itemized the work done. I have also attached a copy of the lien waiver filled out by the contractor.

Sincerely, _____ Date _____
[Signature]

Print Name: _____

Address: _____ Apt.# _____

City: _____ State _____ Zip _____

(FORM J)

Lock-Out

Dear Landlord:

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

I am writing to notify you that you are in violation of Arizona Law, A.R.S. §33-1367, which makes a lock-out illegal. Pursuant to A.R.S. §33-1367, you may be liable for minimum statutory damages of two (2) months' rent or twice the actual damages, if proved. Please remove the locks immediately and let me back into my home, or I will take legal action to recover possession of the premises and damages.

Sincerely, _____ Date _____
[Signature]

Print Name: _____

Address: _____ Apt.# _____

City: _____ State _____ Zip _____

(FORM K)

Notice of Vacating and Request for Inspection

Dear Landlord:

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

If you do not inspect, I will assume you accept the dwelling in as good condition as when I took possession, ordinary wear and tear excepted.

Sincerely, _____ Date _____
[Signature]

Print Name: _____

Address: _____ Apt.# _____

City: _____ State _____ Zip _____

COMMUNITY LEGAL SERVICES

Maricopa County Central Office
P.O. Box 21538
305 South 2nd Avenue
Phoenix, AZ 85036-1538
(602) 258-3434

Maricopa County East Valley Office
20 West First Street, Suite 101
Mesa, AZ 85201
(602) 833-1442

Mohave County - Kingman Office
1720 Beverly, Suite A
Kingman, AZ 86401
(928) 681-1177
(800) 255-9031

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

Yuma County - Yuma Office
201 S. 1st Avenue
Yuma, AZ 85364
(928) 782-7511

Farmworker Program
P.O. Box 21538
305 South 2nd Avenue
Phoenix, AZ 85036-1538
(602) 258-3434

Volunteer Lawyers Program
P.O. Box 21538
305 South 2nd Avenue
Phoenix, AZ 85036-1538
(602) 258-3434