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## Residential Landlord-Tenant Act

*The relationships of residential landlords and tenants in Arizona is controlled by the Arizona Residential Landlord and Tenant Act.*

In Arizona, the rental of “dwelling units” is controlled by the Arizona Residential Landlord and Tenant Act. The Act does not apply to the rental of non-residential property, such as commercial and industrial real estate, or to transient occupancy in a hotel or motel. This chapter looks at some of the rights and obligations of residential landlords and tenants under the Act.

### ***Landlord’s Obligations***

The landlord, at the beginning of the rental term, must notify the tenant in writing of the name of the manager of the property, and the owner of the property or his agent for legal process. This information must be kept current. Where there is a written rental agreement, the landlord must provide a signed copy to the tenant. (The tenant must sign and deliver to the landlord one fully executed copy.) The landlord must advise the tenant that a free copy of the Act is available from the Secretary of State, but he is not required to supply a copy of the Act.

A landlord may not discriminate. It is illegal, for example, to refuse to rent to people with children, unless there is another legal basis for the refusal.

A landlord also is obligated to:

1. Comply with the requirements of building codes materially affecting health and safety.
2. Make all repairs and do whatever is necessary to keep the premises in a fit and livable condition.
3. Keep all common areas in a clean and safe condition.
4. Maintain in good and safe working order all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances supplied by him.
5. Provide receptacles for the removal of ashes, garbage, rubbish and other waste, and arrange for their removal.
6. Supply running water and reasonable amounts of hot water, and reasonable heat and air conditioning or cooling where those units are available.

### *Tenant's Rights*

If a landlord breaches one or more of his obligations, the tenant may deliver a written notice to the landlord specifying the facts of the breach. If the noncompliance involves health and safety, the notice must state 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 within five days. For any other significant breach, the time period to terminate the rental agreement and to remedy the breach cannot be less than 10 days.

If the landlord remedies the breach within the time limit stated in the tenant's notice, the tenant may not terminate the rental agreement. If the landlord fails to remedy the breach and the tenant elects to terminate the rental agreement, the tenant may sue the landlord for damages caused by the wrongful eviction.

### *Tenant's Self-Help*

When a landlord fails to comply with his obligations *and* the cost of repair is less than \$300 or an amount equal to one-

half of the monthly rent, whichever is greater, the tenant may notify the landlord in writing of his intent to correct the condition. The tenant may have the work done by a licensed contractor within 10 days after the written notice, or immediately after the notice in the case of an emergency. The tenant must deliver to the landlord an itemized statement and a lien waiver from the contractor, and then may deduct the cost of the work from his rent.

When a landlord fails to supply essential services, hot or cold water, heat, or air conditioning (where the units are installed or offered), the tenant, after giving reasonable notice to the landlord, may obtain the missing essential services and deduct the cost from the rent, recover damages from the landlord, or obtain substitute housing during the period of the landlord's noncompliance and be excused from paying rent.

### ***Tenant's Obligations***

A tenant is required to:

1. Maintain the dwelling unit in a clean and safe condition.
2. Use utilities and other facilities in a reasonable manner.
3. Not deliberately or negligently destroy or deface the premises.
4. Conduct himself in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.
5. Pay his rent on time.
6. Use and occupy the premises only as a dwelling unit, unless otherwise agreed.
7. Allow the landlord reasonable access to the dwelling unit to inspect the premises, make repairs, decorations, alterations, or improvements, supply services, or to show the property to third parties.

### ***Landlord's Rights***

If the tenant fails to pay rent, the landlord may give five days' written notice of his intention to terminate the rental agreement. If rent is not paid within the five days, the landlord

may terminate the rental agreement and sue the tenant for possession of the premises. A court action for possession is called a “special detainer” action. The landlord may also bring a claim for damages for breach of the rental agreement.

Anytime prior to the entry of a judgment in a special detainer action for non-payment of rent, the tenant may reinstate the rental agreement by paying to the landlord the unpaid rent, late fees, and the landlord’s attorney fees and costs. If the tenant is found guilty of special detainer, the landlord will be granted possession of the premises, late charges, fees and costs, and unpaid rent.

The landlord may immediately terminate a rental agreement for a tenant’s serious misconduct. Serious misconduct includes, but is not limited to, illegal discharge of a firearm, criminal street gang activity, illegal drug activity, assault, or any serious property damage. In a special detainer action for serious misconduct, the court may grant the landlord the return of the premises within five days.

A landlord may also terminate a rental agreement for a tenant’s noncompliance with the terms of the agreement. To terminate a rental agreement for noncompliance, the landlord must first give the tenant an opportunity to remedy the breach. If the noncompliance affects health and safety, the tenant will be given five days to remedy the breach; otherwise, the tenant will be given 10 days to do so.

If a tenant fails to maintain the premises, and the noncompliance can be remedied by repair, replacement, or cleaning, the landlord has the right of self-help. Except in cases of emergency, the landlord is required to give 14 days’ notice of the breach and request that the tenant make the repairs. If the tenant fails to do so, the landlord may enter the dwelling and perform the work or hire it done in a workmanlike manner. The landlord can then submit an itemized bill for the reasonable value or actual costs of the work, which must be paid by the tenant as additional rent. There is no limit to the landlord’s cost of repairs.

### ***Security Deposits***

A landlord is prohibited from demanding or receiving security in excess of one and one-half month's rent, unless voluntarily paid by the tenant. However, the landlord may charge, in addition to a security deposit, nonrefundable fees for cleaning and redecorating. The landlord does not have to account for nonrefundable fees at the termination of the rental agreement.

At the end of the rental period, the security deposit may be applied to unpaid rent and damages caused by the tenant. The landlord has a duty to account to the tenant for prepaid rent and security. Within 14 business days after the tenant's demand (following termination of the tenancy), the landlord is required to provide a written itemized statement of charges, and to return the unused portion of the security deposit to the tenant. Failure by the landlord to comply with this provision will allow the tenant to sue for any amounts wrongfully withheld by the landlord as security, plus damages equal to twice the amount wrongfully withheld.

### ***Legal Tip:***

Persons interested in this topic may download the Arizona Residential Landlord and Tenant Act from the Arizona Secretary of State's Web site, [www.azsos.gov](http://www.azsos.gov).