



Arizona

Landlord - Tenant Laws Complete Guide



Arizona Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Arizona's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

• For Quick Reference: Use the Table of Contents to jump to specific topics • For Complete Understanding: Read through each section thoroughly • For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Arizona.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: 1.5x monthly rent

Legal Statute:

A landlord shall not demand or receive security, however denominated, including prepaid rent in an amount or value of more than 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.

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

On 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. On 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.

On 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. If the tenant does not dispute the deductions or the amount due and payable to the tenant within sixty days after the itemized list and amount due

are mailed as prescribed by this subsection, the amount due to the tenant as set forth in the itemized list with any amount due is deemed valid and final and any further claims of the tenant are waived.

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.

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

A.R.S. § 33-1321 Amended by L. 2018, ch. 323,s. 2, eff. 8/3/2018.

Security Deposit Interest:

Legal Statute: No statute

Separate Security Deposit Bank Account:

Legal Statute: No statute

Non-refundable fees:

What This Means: Must be stated in writing. Any fee not mentioned as non-refundable is refundable.

Legal Statute:

A. A landlord shall not demand or receive security, however denominated, including prepaid rent in an amount or value of more than 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 is refundable.

C. On 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. On 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. On 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. If the tenant does not dispute the deductions or the amount due and payable to the tenant within sixty days after the itemized list and amount due are mailed as prescribed by this subsection, the amount due to the tenant as set forth in the itemized list with any amount due is deemed valid and final and any further claims of the tenant are waived.

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.

A.R.S. § 33-1321 Amended by L. 2018, ch. 323, s. 2, eff. 8/3/2018.

Pet Deposits and Additional Fees:

Legal Statute: No statute

Deadline for Returning Security Deposit:

What This Means: Within 14 days of the termination of tenancy excluding weekends and legal holidays.

Legal Statute:

A. A landlord shall not demand or receive security, however denominated, including prepaid rent in an amount or value of more than 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 is refundable.

C. On 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. On 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. On 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. If the tenant does not dispute the deductions or the amount due and payable to the tenant within sixty days after the itemized list and amount due are mailed as prescribed by this subsection, the amount due to the tenant as set forth in the itemized list with any amount due is deemed valid and final and any further claims of the tenant are waived.

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.

A.R.S. § 33-1321 Amended by L. 2018, ch. 323, s. 2, eff. 8/3/2018.

Permitted Uses of the Deposit:

What This Means: May be used for provisions detailed in the property management agreement.

Legal Statute:

A. A landlord shall not demand or receive security, however denominated, including prepaid rent in an amount or value of more than 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 is refundable.

C. On 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. On 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. On 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. If the tenant does not dispute the deductions or the amount due and payable to the tenant within sixty days after the itemized list and amount due are mailed as prescribed by this subsection, the amount due to the tenant as set forth in the itemized list with any amount due is deemed valid and final and any further claims of the tenant are waived.

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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.

A.R.S. § 33-1321 Amended by L. 2018, ch. 323, s. 2, eff. 8/3/2018.

Security Deposit can be Withheld:

What This Means: Yes

Legal Statute:

A. A landlord shall not demand or receive security, however denominated, including prepaid rent in an amount or value of more than 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 is refundable.

C. On 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. On 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. On 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. If the tenant does not dispute the deductions or the amount due and payable to the tenant within sixty days after the itemized list and amount due are mailed as prescribed by this subsection, the amount due to the tenant as set forth in the itemized list with any amount due is deemed valid and final and any further claims of the tenant are waived.

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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.

A.R.S. § 33-1321 Amended by L. 2018, ch. 323, s. 2, eff. 8/3/2018.

Require Written Description/Itemized List of Damages and Charges:

What This Means: Yes required within 14 days of tenancy termination.

Legal Statute:

A. A landlord shall not demand or receive security, however denominated, including prepaid rent in an amount or value of more than 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 is refundable.

C. On 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. On 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. On 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. If the tenant does not dispute the deductions or the amount due and payable to the tenant within sixty days after the itemized list and amount due are mailed as prescribed by this subsection, the amount due to the tenant as set forth in the itemized list with any amount due is deemed valid and final and any further claims of the tenant are waived.

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A.R.S. § 33-1321 Amended by L. 2018, ch. 323, s. 2, eff. 8/3/2018.

Receipt of Security Deposit:

Legal Statute: No statute

Record Keeping of Deposit Withholdings:

What This Means: Yes

Legal Statute:

A. A landlord shall not demand or receive security, however denominated, including prepaid rent in an amount or value of more than 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 is refundable.

C. On 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. On 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. On 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. If the tenant does not dispute the deductions or the amount due and payable to the tenant within sixty days after the itemized list and amount due are mailed as prescribed by this subsection, the amount due to the tenant as set forth in the itemized list with any amount due is deemed valid and final and any further claims of the tenant are waived.

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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.

Security Deposit

What This Means: May entitle the tenant to recover property and 2x the amount withheld.

Legal Statute:

A. A landlord shall not demand or receive security, however denominated, including prepaid rent in an amount or value of more than 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 is refundable.

C. On 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. On 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. On 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. If the tenant does not dispute the deductions or the amount due and payable to the tenant within sixty days after the itemized list and amount due are mailed as prescribed by this subsection, the amount due to the tenant as set forth in the itemized list with any amount due is deemed valid and final and any further claims of the tenant are waived.

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.

A.R.S. § 33-1321 Amended by L. 2018, ch. 323, s. 2, eff. 8/3/2018.

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: At the beginning of any term of one month or less unless otherwise agreed by all parties.

Legal Statute:

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 on 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 on 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 including the tenant's animal if the tenant dies or is otherwise incapacitated. 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 one day for the animal or ten days for all other property after initial written contact, the landlord may dispose of the property as prescribed in section 33-1370 or may deem the animal abandoned, and if deemed abandoned, shall remove the animal to an animal shelter or boarding facility as prescribed in section 33-1370, subsection E. The landlord may release the animal to a relative of the deceased or incapacitated tenant if any of the following applies:

1. The landlord was not provided the contact information of a person who is authorized by the tenant to retrieve the tenant's animal.
2. The contact information is no longer valid.
3. The landlord is unable to contact the authorized person after one calendar day.

G. Before removing any of the tenant's personal property or the tenant's animal, 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 after 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.

H. Subsections F and G of this section apply only as follows:

1. To the tenant's personal property if the periodic rent is unpaid and outstanding for at least five days.
2. To the tenant's animal if the tenant is deceased or is otherwise incapacitated.

A.R.S. § 33-1314 Amended by L. 2021, ch. 164,s. 1, eff. 9/29/2021.This section is set out more than once due to postponed, multiple, or conflicting amendments.

Payment Methods:

Legal Statute: No statute

Rent Increase Notice:

Legal Statute: No statute

Late Fees:

What This Means: \$5 per day if rent is not paid by the sixth day from the due date.

Legal Statute:

A. A rental agreement shall not provide that the tenant agrees to:

1. Waive or to forgo rights or remedies under this chapter.
2. 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.
3. 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. Permit the landlord to charge a penalty fee for late payment of rent unless a tenant is allowed a minimum of five days beyond the date the rent is due in which to remit payment.
5. Permit the landlord to charge a fee for a guest who does not stay for more than a total of fourteen days in any calendar month.
6. 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.
7. 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.
8. Place any additional person's name on the title to the mobile home as a condition of tenancy or residency for that additional person or pay a fee or other form of penalty for failing to place an additional person's name on the title to the mobile home.

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 to be prohibited, the tenant may recover actual damages sustained and the rental agreement is voidable by the tenant.

C. A landlord may charge a penalty fee of not to exceed five dollars per day from the due date of the rent for late payment of rent if the payment is not remitted by the sixth day from the due date. D. This section does not limit the landlord's right to evict a tenant pursuant to section 33-1476.

A.R.S. § 33-1414 Amended by L. 2016, ch. 315, s. 1, eff. 8/5/2016.

Application Fees:

Legal Statute: No statute

Prepaid Rent:

What This Means: 1.5x monthly rent maximum

Legal Statute:

A. A landlord shall not demand or receive security, however denominated, including prepaid rent in an amount or value of more than 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 is refundable.

C. On 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. On 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. On 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. If the tenant does not dispute the deductions or the amount due and payable to the tenant within sixty days after the itemized list and amount due are mailed as prescribed by this subsection, the amount due to the tenant as set forth in

the itemized list with any amount due is deemed valid and final and any further claims of the tenant are waived.

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.

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A.R.S. § 33-1321 Amended by L. 2018, ch. 323, s. 2, eff. 8/3/2018.

Returned Check Fees:

What This Means: \$25 + any fees charged by financial institution.

Legal Statute:

Notwithstanding any other law and except as provided in section 32-507, the holder, payee or assignee of the holder or payee of a dishonored check, draft, order or note may charge and collect from the maker or drawer a service fee of not more than \$25 plus any actual charges assessed by the financial institution of the holder, payee or assignee of the holder or payee as a result of the dishonored instrument.

A.R.S. § 44-6852 Amended by L. 2024, ch. 250, s. 35, eff. 9/14/2024. Amended by L. 2021, ch. 334, s. 28, eff. 1/1/2022.

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: Yes

Legal Statute:

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.

A.R.S. § 33-1364

Tenant Allowed to Repair and Deduct Rent:

What This Means: Yes. If landlord fails to comply within 10 days. Tenant needs to provide itemized statement and waiver of lien. Amount must not exceed \$300 or half of the monthly rent, whichever is greater.

Legal Statute:

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.

A.R.S. § 33-1363

Self-Help Evictions:

What This Means: Not allowed. Tenant may terminate rental and recover no more than two months' rent or 2x the actual damages whichever is greater.

Legal Statute:

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.

A.R.S. § 33-1367

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: Yes

Legal Statute:

A. In any contested action arising out of a contract, express or implied, the court may award the successful party reasonable attorney fees. If a written settlement offer is rejected and the judgment finally obtained is equal to or more favorable to the offeror than an offer made in writing to settle any contested action arising out of a contract, the offeror is deemed to be the successful party from the date of the offer and the court may award the successful party reasonable attorney fees. This section shall not be construed as altering, prohibiting or restricting present or future contracts or statutes that may provide for attorney fees.

B. The award of reasonable attorney fees pursuant to this section should be made to mitigate the burden of the expense of litigation to establish a just claim or a just defense. It need not equal or relate to the attorney fees actually paid or contracted, but the award may not exceed the amount paid or agreed to be paid.

C. The court and not a jury shall award reasonable attorney fees under this section.

A.R.S. § 12-341.01 L12, ch 305, sec 1.

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: Yes

Legal Statute:

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 re-rent 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, may be considered a biohazard or poses a health and safety risk. After notifying any person who was authorized by the tenant to retrieve the tenant's animal as prescribed in section 33-1314 and no retrieval occurs after one calendar day, 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. If the landlord does not immediately remove and release the abandoned animals 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 landlord 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 and storing the property 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 subsection 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 on 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 of the following:

1. 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.
2. 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.

A.R.S. § 33-1370 Amended by L. 2021, ch. 164,s. 2, eff. 9/29/2021.Amended by L. 2018, ch. 127,s. 2, eff. 8/3/2018.

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

Legal Statute: No statute for fixed-end date leases

Notice to Terminate a Periodic Lease -- Week-to-week:

What This Means: 10-day notice

Legal Statute:

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.

A.R.S. § 33-1375

Notice to Terminate a Periodic Lease -- Month-to-Month:

What This Means: 30-day notice

Legal Statute:

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.

A.R.S. § 33-1375

Notice to Terminate Lease due to Sale of Property:

Legal Statute: No statute

What This Means: On request by the tenant

Legal Statute:

A. A landlord shall not demand or receive security, however denominated, including prepaid rent in an amount or value of more than 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 is refundable.

C. On 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. On 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. On 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. If the tenant does not dispute the deductions or the amount due and payable to the tenant within sixty days after the itemized list and amount due are mailed as prescribed by this subsection, the amount due to the tenant as set forth in the itemized list with any amount due is deemed valid and final and any further claims of the tenant are waived.

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.

A.R.S. § 33-1321 Amended by L. 2018, ch. 323, s. 2, eff. 8/3/2018.

Notice of Termination for Nonpayment:

What This Means: 5-day notice to pay or quit required

Legal Statute:

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 prescribed in sections 13-1102, 13-1103, 13-1104 and 13-1105, prostitution as defined 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.

A.R.S. § 33-1368 Amended by L. 2018, ch. 127,s. 1, eff. 8/3/2018.

Notice for Lease Violation:

What This Means: 10-day notice to remedy or quit required. If tenant's noncompliance affects health & safety 5-day notice is ok.

Legal Statute:

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 prescribed in sections 13-1102, 13-1103, 13-1104 and 13-1105, prostitution as defined 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.

Link to statutes

- [Ariz. Rev. Stat. Ann. §§ 33-1321\(A\)](#) – Security Deposit Maximum
- [Ariz. Rev. Stat. Ann. §§ 33-1321\(B\)](#) – Nonrefundable Fees
- [Ariz. Rev. Stat. Ann. §§ 33-1321\(C\)](#) – Notice of Date/Time of Move-Out Inspection
- [Ariz. Rev. Stat. Ann. §§ 33-1321\(D\)](#) – Deadline for Returning Security Deposit
- [Ariz. Rev. Stat. Ann. §§ 33-1321\(E\)](#) – Failure to Comply with Security Deposit Return
- [Ariz. Rev. Stat. Ann. §§ 33-1314\(C\)](#) – When Rent Is Due
- [Ariz. Rev. Stat. Ann. §§ 33-1414\(C\)](#) – Late Fees for Manufactured Homes
- [Ariz. Rev. Stat. Ann. §§ 33-1414\(A4\)](#) – Rent Grace Period for Manufactured Homes
- [Ariz. Rev. Stat. Ann. §§ 33-1364](#) – Tenant Allowed to Withhold Rent for Essential Services
- [Ariz. Rev. Stat. Ann. §§ 33-1363](#) – Tenant Allowed to Repair and Deduct Rent
- [Ariz. Rev. Stat. Ann. §§ 12-341.01](#) – Landlord Allowed to Recover Court and Attorney Fees
- [Ariz. Rev. Stat. Ann. §§ 33-1370\(C\)](#) – Landlord Must Mitigate Damages to Lessee
- [Ariz. Rev. Stat. Ann. §§ 33-1370\(E\)](#) – Tenant's Personal Property Held by Landlord
- [Ariz. Rev. Stat. Ann. §§ 33-1370\(F\)](#) – Record Keeping of Sale of Tenant's Property
- [Ariz. Rev. Stat. Ann. §§ 33-1375\(A\)](#) – Notice to Terminate Tenancy (Week-to-Week Lease)
- [Ariz. Rev. Stat. Ann. §§ 33-1375\(B\)](#) – Notice to Terminate Tenancy (Month-to-Month Lease)
- [Ariz. Rev. Stat. Ann. §§ 33-1375\(C\)](#) – Tenant Holdover
- [Ariz. Rev. Stat. Ann. §§ 33-1368\(A\)](#) – Termination for Lease Violation
- [Ariz. Rev. Stat. Ann. §§ 33-1368\(B\)](#) – Lease Termination for Nonpayment

- [Ariz. Rev. Stat. Ann. §§ 33-1368\(A2\)](#) – Termination of Lease for Falsification of Information
- [Ariz. Rev. Stat. Ann. §§ 33-1343\(A\)](#) – Entry Allowed with Notice for Maintenance and Repairs
- [Ariz. Rev. Stat. Ann. §§ 33-1343\(C\)](#) – Emergency Entry Allowed without Notice
- [Ariz. Rev. Stat. Ann. §§ 33-1343\(D\)](#) – Required Notice before Entry
- [Ariz. Rev. Stat. Ann. §§ 33-1367](#) – No Lockouts or Utility Shut-offs Allowed
- [Ariz. Rev. Stat. Ann. §§ 33-1324](#) – Landlord Responsibilities
- [Ariz. Rev. Stat. Ann. §§ 33-1341](#) – Tenant Responsibilities
- [Ariz. Rev. Stat. Ann. §§ 33-1902](#) – Recording of Rental Property
- [Ariz. Rev. Stat. Ann. §§ 33-1902](#) – Business License Required
- [Ariz. Rev. Stat. Ann. §§ 33-1322](#) – Disclosure of the Landlord and Tenant Act
- [Ariz. Rev. Stat. Ann. §§ 33-1319](#) – Bedbug Infestation Regulations
- [Ariz. Rev. Stat. Ann. §§ 33-1318\(A\)](#) – Domestic Violence Situations: Proof of Status
- [Ariz. Rev. Stat. Ann. §§ 33-1318\(E\)](#) – Changing Locks in Domestic Violence Situations
- [Ariz. Rev. Stat. Ann. §§ 33-1381](#) – Assumption of Retaliation
- [Ariz. Rev. Stat. Ann. §§ 33-1370\(C\)](#) – Landlord Must Mitigate Damages to Lessee
- [Ariz. Rev. Stat. Ann. §§ 33-1370\(E\)](#) – Tenant's Personal Property Held by Landlord
- [Ariz. Rev. Stat. Ann. §§ 33-1370\(F\)](#) – Record Keeping of Sale of Tenant's Property
- [Ariz. Rev. Stat. Ann. §§ 22-503](#) – Arizona Small Claims Court Limits
- [Ariz. Rev. Stat. § 44-6852](#) – Dishonored checks; service fee