

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

A. Except as provided in this chapter, if there is a material noncompliance by the tenant with the rental agreement, including material falsification of the information provided on the rental application, **the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon 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 shall include the following untrue or misleading information about the:

1. Number of occupants in the dwelling unit, pets, income of 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 § 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 upon 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 § 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, including but not limited to an illegal discharge of a weapon, homicide as defined in §§ 13-1102 through 13-1105, prostitution as defined in § 13-3211, criminal street gang activity as prescribed in § 13-105, activity as prohibited in § 13-2308 (Participating in Criminal Syndicate), the unlawful manufacturing, selling, transferring, possessing, using or storing of a controlled substance as defined in § 13-3451, threatening or intimidating as prohibited in § 13-1202, assault as prohibited in § 13-1203, acts that have been found to constitute a nuisance pursuant to § 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 § 33-1377.**

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 § 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 § 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 § 12-1181. Disconnections shall be performed only by a person authorized by the utility whose service is being discontinued. Nothing in this section shall 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. The landlord shall hold the tenant's personal property for a period of twenty-one days beginning on the first day after a writ of restitution or writ of execution is executed as prescribed in § 12-1181. The landlord shall use reasonable care in moving and holding the tenant's property and may store the tenant's property in an unoccupied dwelling unit owned by the landlord, the unoccupied dwelling unit formerly occupied by the tenant or off the premises if an unoccupied dwelling unit is not available. If the tenant's former dwelling unit is used to store the property, the landlord may change the locks on that unit at the landlord's discretion. The landlord shall prepare an inventory and promptly notify the tenant of the location and cost of storage of the personal property by sending a notice by certified mail, return receipt requested, addressed to the tenant's last known address and to any of the tenant's alternative addresses known to the landlord. To reclaim the personal property, the tenant shall pay the landlord only for the cost of removal and storage for the time the property is held by the landlord. Within five days after a written offer by the tenant to pay these charges the landlord must surrender possession of the personal property in the landlord's possession to the tenant upon the tenant's tender of payment. If the landlord fails to surrender possession of the personal property to the tenant, the tenant may recover the possessions or an amount equal to the damages determined by the court if the landlord has destroyed or disposed of the possessions before the twenty-one days specified in this section or after the tenant's offer to pay. The tenant shall pay all removal and storage costs accrued through the fifth day after the tenant's offer to pay is received by the landlord or the date of delivery or surrender of the property, whichever is sooner. Payment by the tenant relieves the landlord of any further responsibility for the tenant's possessions.

F. A tenant does not have any right of access to that property until all payments specified in subsection E of this section have been made in full, except that the tenant may obtain clothing and the tools, apparatus and books of a trade or profession and identification or financial documents including all those related to the tenant's immigration status, employment status, public assistance or medical care. If the landlord holds the property for the twenty-one day period and the tenant does not make a reasonable effort to recover it, the landlord, upon the expiration of twenty-one days as provided in this subsection, may administer the personal property as provided in § 33-1370, subsection E. The landlord shall hold personal property after a writ of restitution or writ of execution is executed for not more than twenty-one days after such an execution. Nothing in this subsection shall preclude the landlord and tenant from making an agreement providing that the landlord will hold the personal property for a period longer than twenty-one days.

G. 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.

H. For purposes of this section, “days” means calendar days.

§ 33-1341. Tenant to maintain dwelling unit

The tenant shall:

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

§ 12-991. Nuisance; applicability; residential property used for crime; action to abate and prevent; notice; definitions

A. Residential property that is regularly used in the commission of a crime is a nuisance, and the criminal activity causing the nuisance shall be enjoined, abated and prevented.

B. If there is reason to believe that a nuisance as described in subsection A of this section exists, the attorney general, the county attorney, the city attorney, an association of homeowners or property owners established by a recorded contract or other declaration, including a condominium association as defined in § 33-1202 and a planned community association as defined in § 33-1802, or a resident of a county or city who is affected by the nuisance may bring an action in superior court against the owner, the owner's managing agent or any other party responsible for the property to abate and prevent the criminal activity.

C. The court shall not assess a civil penalty against any person unless that person knew or had reason to know of the criminal activity.

D. An injunction that is ordered pursuant to this article shall be necessary to protect the health and safety of the public or prevent further criminal activity.

E. An order shall not affect the owner's interest in the property unless all of the following apply:

1. The owner is a defendant in the action.
2. The owner knew of the criminal activity.
3. The owner failed to take reasonable, legally available actions to abate the nuisance.

F. If the owner, the owner's managing agent or the party responsible for the property knows or has reason to know of the criminal activity and fails to take reasonable, legally available actions to abate the nuisance, a governmental authority may abate the nuisance. The court may assess the owner for the cost of abating the nuisance. On recording with the county recorder in the county in which the property is located, the assessment is prior to all other liens, obligations or encumbrances except for prior recorded mortgages, restitution liens, child support liens and general tax liens. A city, town or county may bring an action to enforce the assessment in the superior court in the county in which the property is located.

G. For purposes of this section, an owner, the owner's managing agent or the party responsible for the property is deemed to know or have reason to know of the nuisance if the owner, the owner's managing agent or the party responsible for the property has received notice from a governmental authority of documented reports of criminal offenses occurring on the residential property.

H. A law enforcement agency, a city attorney, a county attorney, the attorney general or any other person who is at least twenty-one years of age may serve the notice provided for in subsection G of this section, either personally or by certified mail. If personal service or service by certified mail cannot be completed or the address of the person to be notified is unknown, notice may be served by publishing the notice three times within ten consecutive days in a newspaper of general circulation in the county in which the property is located. In all cases a copy of the notice shall be posted on the premises where the nuisance exists.

I. The notice shall be printed in at least twelve-point type in substantially the following form:

Notice

This is formal notice that the property at (insert address and unit number if applicable) has had (insert number of) arrests or (insert number of) documented reports of alleged criminal activity and is considered a nuisance under § 12-991, Arizona Revised Statutes. A copy of the police report numbers is attached. Police reports are available at (insert applicable police agency).

Within five business days you must begin to take action that is legally available to you to abate the nuisance from the property. If you fail to do so, a restraining order to abate and prevent continuing or recurring criminal activity will be pursued.

If you fail to cooperate to abate the nuisance, the appropriate authorities will abate the nuisance and their costs will be a lien on the property.

You may contact (local agency) in order to obtain information on how to abate the nuisance.

J. For the purposes of this article:

1. "Owner" means a person or persons or a legal entity listed as the current title holder as recorded in the official records of the county recorder in the county in which the title is recorded.

2. "Owner's managing agent" means a person, corporation, partnership or limited liability company that is authorized by the owner to operate and manage the property.

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

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

C. If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent it at a fair rental. If the landlord rents the dwelling unit for a term beginning prior to the expiration of the rental agreement, it 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 has retaken 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, in 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 shall notify the tenant of the location of the personal property in the same manner prescribed in subsection A of this section.

E. The landlord shall hold the tenant's personal property for a period of ten days after the landlord's declaration of abandonment. The landlord shall use reasonable care in 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 sell the property, retain the proceeds and apply them toward the tenant's outstanding rent or other costs which are covered in the lease agreement or otherwise provided for in title 33, chapter 10 or title 12, chapter 8 and have been incurred by the landlord due to the tenant's abandonment. Any 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. If provided by a written rental agreement, the landlord may destroy or otherwise dispose of some or all of the property if the landlord reasonably determines that the value of the property is so low that the cost of moving, storage and conducting a public sale exceeds the amount that would be realized from the sale.

F. 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 any excess proceeds which have been returned as undeliverable for the benefit of the tenant.

G. 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 the landlord for the cost of removal and storage for the period the tenant's personal property remained in the landlord's safekeeping.

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

§ 33-1375. Periodic tenancy; hold-over remedies

A. The landlord or the tenant may **terminate a week-to-week tenancy by a written notice given to the other at least ten days prior to the termination date specified in the notice.**

B. The landlord or the tenant may terminate a **month-to-month tenancy by a written notice given to the other at least thirty days prior to the periodic rental date specified in the notice.**

C. If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is willful and not in good faith the landlord, in addition, may recover an amount equal to not more than two months' periodic rent or twice the actual damages sustained by the landlord, whichever is greater. If the landlord consents in writing to the tenant's continued occupancy, § 33-1314, subsection D applies.

§ 33-1342. Rules and regulations

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

1. Their purpose is **to promote the convenience, safety or welfare of the tenants** in the premises, preserve the landlord's property from abusive use or make a fair distribution of services and facilities held out for the tenants generally.

2. They are reasonably related to the purpose for which adopted.

3. They apply to all tenants in the premises in a fair manner.

4. They are sufficiently explicit in prohibition, direction or limitation of the tenant's conduct to fairly inform the tenant of what the tenant must or must not do to comply.

5. They are not for the purpose of evading the obligations of the landlord.

6. The tenant has notice of them at the time the tenant enters into the rental agreement.

B. A rule or regulation adopted after the tenant enters into the rental agreement is enforceable against the tenant if a thirty day notice of its adoption is given to the tenant and it does not constitute a substantial modification of the tenant's rental agreement.

C. If state, county, municipal or other governmental bodies adopt new ordinances, rules or other legal provisions affecting existing rental agreements, the landlord may make immediate amendments to lease agreements to bring them into compliance with the law. The landlord shall give a tenant written notice that the tenant's lease agreement has been amended, and the notice shall provide a brief description of the amendment and the effective date.