



**City of Phoenix  
Neighborhood Services  
Department**

**A Guide to the Arizona Residential Landlord and Tenant Act**  
*Frequently asked questions and answers*

This booklet contains typical landlord and tenant questions and answers, along with relevant statute sections. The answers offer guidance on provisions of the Arizona Residential Landlord and Tenant Act but do not constitute legal advice. For legal advice you must consult an attorney.

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**What should be done before moving into a rental unit?**

Both the landlord and tenant should conduct a walk-through inspection of the unit to find existing problems. The landlord should give a copy of the inspection report to the tenant. The tenant should also get a signed copy of the lease or rental agreement with all blanks filled in. ARS §33-1321, ARS §33-1322.

**How much can the landlord charge for a security deposit?**

The landlord cannot collect more than one and one-half month's rent. ARS §33-1321.

**How long can the landlord keep the security deposit?**

The landlord is required to return the security deposit within 14 days, excluding Saturdays, Sundays or other legal holidays, after termination of the tenancy and must include an itemized list of deductions from the deposit. ARS §33-1321.

**Do landlords have the right to keep cleaning and redecorating deposits?**

In order for cleaning and redecorating deposits to be non-refundable, they must be so designated in writing by the landlord. ARS §33-1321.

**What can the landlord do if the tenant does not pay rent when it's due?**

The landlord must give the tenant a five-day notice to pay all rent due or vacate the dwelling. The notice may be hand-delivered to the tenant or sent by certified or registered mail. If the tenant fails to pay rent the landlord can file a forcible detainer complaint in the Justice of the Peace Court on the sixth day. The court will issue a summons ordering the tenant to appear in court to show cause why they should not pay rent or vacate the rental unit. If the tenant fails to show cause, the court will issue a writ of restitution. ARS §33-1368.

**Can the landlord discontinue utility services provided by the landlord?**

The landlord may discontinue utility services provided by the landlord on the day following the day that the writ of restitution is issued. ARS §33-1368.

**What type of notice is the landlord required to give to increase rent?**

The landlord must give a 30-day written notice prior to the periodic rental due date if the tenant is a month-to-month tenant. The landlord must give a 10-day written notice if the tenant is a week-to-week tenant. ARS §33-1375.

When a tenant has a signed lease the landlord cannot raise the rent until the term of the lease is expired. An escalated clause allows the landlord to increase the rent under certain conditions.

**Can the landlord accept part of the rent and later evict the tenant?**

The landlord cannot accept a partial rent payment and later evict the tenant. The landlord may pursue court action to evict the tenant providing there is a rent waiver and the tenant agrees in writing to the terms and conditions of the partial payment regarding the continuation of the tenancy. ARS §33-1371.

**What are some activities of the tenant that can result in an immediate eviction?**

Here are some of the conditions under which a tenant may be declared to have committed an irreparable breach: illegal discharge of a weapon; prostitution; criminal street gang activity; unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance; or infliction of serious bodily harm. Threatening or intimidating behavior or falsification of a document may also be grounds for immediate eviction. ARS §33-1368.

**Can the tenant refuse to allow the landlord to show the rental unit to prospective buyers, tenants, contractors, or mortgagees?**

The tenant cannot withhold consent to the landlord to show the premises to a prospective buyer, tenant, contractor, or mortgagee, providing the landlord gives the tenant at least two days notice. The landlord can enter only at reasonable times. ARS §33-1343.

**Does the tenant have the right to change the locks on the rental unit?**

The tenant cannot deny entrance to the landlord; changing the locks prevents the landlord from entering the dwelling in case of emergencies. The tenant may be held liable for any damages that result from denying the landlord access to the dwelling.

**What can the tenant do if the landlord fails to make repairs?**

The tenant has several options if the landlord fails to maintain the dwelling.

1. Minor defects. The tenant has a right to have repairs made by a licensed contractor, after proper notice to the landlord. If the landlord fails to comply, the tenant can have the repairs done and deduct up to \$300 dollars or one-half month's rent, whichever is greater. The tenant must submit an itemized statement to the landlord and a lien waiver provided by the contractor. ARS §33-1363.
  
2. Wrongful failure to supply essential services such as heat, air conditioning, cooling, water or hot water. If the landlord deliberately or negligently fails to provide essential services contrary to the rental agreement or the Arizona Residential Landlord and Tenant Act, the tenant may give written notice to the landlord specifying the breach and may do one of the following.
  - a) Obtain services and deduct the actual reasonable cost from the rent;
  - b) Seek damages based on the decrease in the fair rental value of the dwelling;
  - c) Move to reasonable substitute housing during the period of the landlord's non-compliance, during which the tenant is excused from paying rent during the period of non-compliance. If the cost of the substitute housing is higher than the regular rent, the tenant may recover the additional cost from the landlord in an amount not to exceed 25 percent of the unpaid regular rent. ARS §33-1364.

A landlord who is aware of a problem and is slow to correct or repair it could be considered to have acted deliberately or negligently. The tenant cannot invoke the above remedies if the condition was caused by members of the tenant's family through damage or misuse or was caused by any other person on the premises with the tenant's consent.

The landlord has the right to disconnect the utilities in order to make repairs.

**Does the tenant have the right to terminate a rental agreement if the landlord failed to make repairs affecting health and safety?**

If the tenant gave a written five-day notice requesting repairs, and the landlord failed to make them, the tenant may move out after the end of the fifth day. ARS §33-1361.

**Can the landlord or manager withhold the name of the owners of an apartment complex?**

Any person authorized to enter into a rental agreement shall give the tenant in writing the name and address of the person authorized to manage the premises and the owner or a person authorized to act for and on behalf of the owner for the purpose of service of process, and for the purpose of receiving and receipting for notices and demands. ARS §33-1322.

**Can the landlord hold the tenant's personal property for delinquent rent?**

The landlord cannot hold the tenant's personal property for back rent. ARS §33-1372.

**Does the landlord have the right to evict the tenant if the dwelling is not kept in a habitable condition?**

The landlord can evict the tenant if the dwelling is not maintained or the tenant causes damage to the dwelling. The landlord may make repairs at the tenant's expense.

Examples of damages for which the landlord can hold the tenant responsible include (1) damaged plumbing, (2) broken light fixtures, (3) damaged or soiled carpet, (4) broken windows, (5) marred or damaged walls and ceilings and (6) broken appliances caused by the tenant's abuse and neglect. ARS §33-1369.

**Does the landlord have the right to collect rent after evicting the tenant for a breach of the lease?**

The landlord may attempt to collect the balance of the lease, including the actual cost of damages caused by the tenant. The right exists even though the landlord evicted the tenant. ARS §33-1373.

**Can a tenant refuse the landlord access to the dwelling?**

The tenant cannot refuse lawful access to the landlord. However the landlord must give the tenant two days notice of his intent to enter and may enter only at reasonable times, except in case of an emergency. ARS §33-1343.

**When can the landlord enter the tenant's dwelling without giving notification?**

The landlord may enter the tenant's dwelling without consent of the tenant in case of emergency. Examples are fire, smoke, or noxious odors. ARS §33-1343.

**Can the landlord refuse to rent to tenants who have children?**

Discrimination by a landlord against a tenant with children is not allowed unless the dwelling meets the definition of housing for older persons in §41-1491.04. ARS §33-1317.

**What type of notice is the landlord required to give to terminate the rental agreement?**

The landlord must give a 30-day written notice prior to the periodic rental due date if the tenant is a month-to-month tenant. The landlord must give a 10-day written notice if the tenant is a week-to-week tenant. ARS §33-1375.

**How many people may occupy a dwelling?**

State law has a standard occupancy limit of two persons per bedroom. However, the landlord has the right to refuse to rent to more persons per bedroom if he chooses. ARS §33-1317.

**Rental terms**

**Abandonment:** Abandonment occurs when the tenant is absent for seven days without notice to the landlord and rent is delinquent for 10 days.

**Actual damages:** Damages or financial losses incurred by the tenant or landlord because of a breach of the rental agreement.

**Breach:** When the tenant or landlord fails to comply with terms of the rental agreement.

**Business day:** Business days are Monday, Tuesday, Wednesday, Thursday, and Friday. Business days do not include Saturday, Sunday or legal holidays.

**Calendar day:** The date on which something occurs. For example, June 10-12 is three calendar days (June 10, June 11 and June 12).

**Defendant:** A person against whom court action is brought.

**Diminution of services:** When the landlord shuts off utilities to force the tenant to pay delinquent rent.

**Distrain for rent:** A situation in which a landlord retains the tenant's personal property for the delinquent rent.

**Injunctive relief:** A court order that restrains the defendant from conducting specific actions against the plaintiff.

**Lease:** A contract that cannot be broken without incurring liability unless both parties agree or one party has committed a significant breach.

**Physical possession:** Actually occupying a dwelling.

**Plaintiff:** A person who files a court action against the defendant.

**Prohibited:** An action that is not permitted under the Arizona Residential Landlord and Tenant Act.

**Restrictive covenant:** A condition put into a deed which restricts the use of property. An example is prohibiting families and persons below a specific age from renting.

**Retaliatory action:** An action intended to harass or punish the tenant or landlord for complaining about a breach of terms and conditions of the rental agreement.

**Security deposit:** Money paid to the landlord to hold in order to guarantee that the tenant will take care of the property and pay rent.

Subsequent breach: A breach that occurs after the first breach. An example is a tenant who fails to pay rent in December and then fails to pay rent in January.

Substitute housing: Housing the tenant moves into because the landlord failed to maintain the rental unit in a habitable condition.

Tenant or lessor: A person who rents.

Writ of restitution: A court order issued to evict the tenant.