

**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.

**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.

**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.

**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.

## Services in the community

**Mohave County Constable Office:**

(928) 453-0706

2001 College Dr, Lake Havasu City, AZ 86403

**Financial / legal / housing assistance:**

Interagency Council: 928.453.5800

1940 Mesquite Ave, Lake Havasu City, AZ 86403

**Mohave County Housing Authority:**

928-453-0710

Salvation Army: (928) 680-3678

2049 Swanson Ave, Lake Havasu City, Arizona 86403

River Cities United Way: (928) 855-6333

**Food assistance:**

H.A.V.E.N. Family Resource Center: (928) 505-3153

Saint Vincent de Paul : (928) 680-2874

**Zoning / building / code enforcement**

Lake Havasu City Community Services Dept.: (928) 855-2116

**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**

## Guide to the Arizona Residential Landlord and

▶▶▶ Lake Havasu City Police Department

**Tel: 928-855-1171**



## **The Eviction Process**

**-Landlord posts notice to vacate**

**-Tenant non-compliance**

**-Landlord files for F.E.D. (Forcible Entry Detainer)**

**-Tenant is served with summons to appear in court**

**-F.E.D. Court Hearing held**

**Judgment entered**

**-Non compliance with F.E.D.**

**-Writ of Restitution is served**

**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 a tenant terminate their rental agreement if he/she is a Victim of Domestic Violence?**

The individual must indicate in writing to the landlord that the action, events, or circumstances that resulted in him/her becoming a victim of domestic violence occurred within a 30-day period immediately preceding the written notice to the landlord. The resident must provide evidence to the landlord by one of the several methods:

- A copy of a protective order issued in the victim's favor and against the person allegedly engaging in the domestic violence.
- Proof that the victim provided a copy of the order to an authorized officer of the court to serve the perpetrator.
- A copy of a written departmental report from a law enforcement agency that states the resident notified the agency that he or she is a victim of domestic violence. ARS §33-1318.

**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) Procure reasonable substitute housing during the period of the landlord's 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.

**Can the tenant withhold rent?**

Arizona Revised Statute 33-1368(B) states that a tenant may not withhold rent for any reason.

**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.