

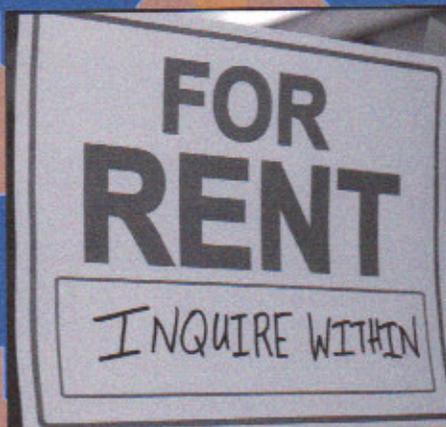
ARIZONA



DEPARTMENT OF STATE
Office of Secretary of State
A PUBLIC SERVICES DIVISION PUBLICATION

RESIDENTIAL Landlord & Tenant Act

Revised August 2, 2012



About this publication:

This publication contains Arizona Revised Statutes that pertain to renting residential dwellings in the State of Arizona. The office is required to post this publication online as a public service.

As the publisher we cannot answer legal questions about these statutes.



A handwritten signature in black ink that reads "Ken Bennett".

Ken Bennett - Secretary of State



KEN BENNETT
SECRETARY OF STATE
STATE OF ARIZONA



Residential Landlord and Tenant Act

A publication of the Arizona Secretary of State's Office
 Prepared by the Public Services Division ~ With updates effective August 2, 2012
 State Capitol, Phoenix, Arizona

As the printer of the Arizona Residential Landlord and Tenant Act the Public Services Division is not the author of these laws; nor are we authorized to answer questions about these laws.

NEED HELP? ~ GOVERNMENT SERVICES AVAILABLE

	Description	Phone Number	Location/Web/e-mail addresses
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Counties:	Consult your local phone book for more information about local Residential Landlord and Tenant counseling services from your county.	Maricopa: <i>Slumlord</i> <i>Hotline:</i> (602) 372-7586 <i>Roaches:</i> (602) 506-6616	County Websites: Visit: www.az.gov Click on "Government," then the "Cities and Counties" link
Attorney General's Office:	Learn more about your rights and get a free copy of the <i>Landlord and Tenant Rights and Responsibilities</i> handbook.	Handbook: (602) 542-5025 Civil complaint packet: (602) 542-5763	Available online: www.azag.gov/civil_rights/ Click on the "Publications" link
Superior Court, Maricopa County:	Justice Courts. Evictions: Information for Landlords and Tenants		Available online: www.superiorcourt.maricopa.gov/justiceCourts/ Click on the "Evictions" link

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	Description	Look/Search under
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	Attorney references and resources can be found in your local phone book.	Real Estate Lawyers: Landlord and Tenant Law

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Capitol Office (Mailing Address)

The Honorable Ken Bennett, Secretary of State

1700 W. Washington Street, 7th Floor

Phoenix, Arizona 85007

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Legislative changes from the 50th State Legislature, Second Regular Session include Laws 2012, Ch. 91 which amended A.R.S. § 33-1343 (H.B. 2129), effective August 2, 2012; Laws 2012, Ch. 82 will amend A.R.S. §§ 33-1322 and 33-1432, effective December 31, 2012 and are not included in this update.

These bills were filed with the Secretary of State's Office and can be viewed online at www.azsos.gov/public_services/Chapter_Laws/

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ARTICLE 1. GENERAL PROVISIONS

§ 33-1301. Short title

This chapter shall be known and may be cited as the Arizona residential landlord and tenant act.

§ 33-1302. Purposes

Underlying purposes and policies of this chapter are:

1. To simplify, clarify, modernize and revise the law governing the rental of dwelling units and the rights and obligations of landlord and tenant.
2. To encourage landlord and tenant to maintain and improve the quality of housing.

§ 33-1303. Supplementary principles of law applicable

Unless displaced by the provisions of this chapter, the principles of law and equity, including the law relating to capacity to contract, mutuality of obligations, principal and agent, real property, public health, safety and fire prevention, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy or other validating or invalidating cause supplement its provisions.

§ 33-1304. Applicability of chapter

This chapter shall apply to the rental of dwelling units. Any conflict between the provisions of chapter 3 and chapter 7 of this title with the provisions of this chapter shall be governed by the provisions of this chapter.

§ 33-1305. Administration of remedies; enforcement

A. The remedies provided by this chapter shall be so administered that the aggrieved party may recover appropriate damages. The aggrieved party has a duty to mitigate damages.

B. Any right or obligation declared by this chapter is enforceable by action unless the provision declaring it specifies a different and limited effect.

§ 33-1306. Settlement of disputed claim or right

A claim or right arising under this chapter or on a rental agreement, if disputed in good faith, may be settled by agreement.

§ 33-1307. Territorial application

This chapter applies to, regulates, and determines rights, obligations and remedies under a rental agreement, wherever made, for a dwelling unit located within this state.

§ 33-1308. Exclusions from application of chapter

Unless created to avoid the application of this chapter, the following arrangements are not covered by this chapter:

1. Residence at an institution, public or private, if incidental to detention, the provision of medical, educational, counseling or religious services or the provision of a social service program that is provided by a social service provider. For the purposes of this paragraph, "social service provider" means a private entity that directly assists an individual or family in obtaining housing and that offers to provide the individual or family with assistance in obtaining employment, child care, health care, education, skills training, transportation, counseling or any other related service.
2. Occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person who succeeds to his interest.
3. Occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of the organization.
4. Transient occupancy in a hotel, motel or recreational lodging.
5. Occupancy by an employee of a landlord as a manager or custodian whose right to occupancy is conditional upon employment in and about the premises.
6. Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a cooperative.
7. Occupancy in or operation of public housing as authorized, provided or conducted under or pursuant to title 36, chapter 12, or under or pursuant to any federal law or regulation.

§ 33-1309. Jurisdiction and service of process

A. The appropriate court of this state may exercise jurisdiction over any landlord with respect to any conduct in this state governed by this chapter or with respect to any claim arising from a transaction subject to this chapter. In addition to any other method provided by rule or by statute, personal jurisdiction over a landlord may be acquired in a civil action or proceeding instituted in the appropriate court by the service of process in the manner provided by this section.

B. If a landlord is not a resident of this state or is a corporation not authorized to do business in this state and engages in any conduct in this state governed by this chapter, or engages in a transaction subject to this chapter, he may designate an agent upon whom service of process may be made in this state. The agent shall be a resident of this state or a corporation authorized to do business in this state. The designation shall be in writing and filed with the secretary of state.

If no designation is made and filed or if process cannot be served in this state upon the designated agent, process may be served upon the secretary of state, but the plaintiff or petitioner shall forthwith mail a copy of the process and pleading by registered or certified mail to the defendant or respondent at his last reasonably ascertained address. In the event there is no last reasonably ascertainable address and if the defendant or respondent has not complied with section 33-1322, subsections A and B, then service upon the secretary of state shall be sufficient service of process without the mailing of copies to the defendant or respondent. Service of process shall be deemed complete and the time shall begin to run for the purposes of this section at the time of service upon the secretary of state. The defendant shall appear and answer within thirty days after completion thereof in the manner and under the same penalty as if he had been personally served with the summons. An affidavit of compliance with this section shall be filed with the clerk of the court on or before the return day of the process, if any, or within any further time the court allows. Where applicable, the affidavit shall contain a statement that defendant or respondent has not complied with section 33-1322, subsections A and B.

§ 33-1310. General definitions

Subject to additional definitions contained in subsequent articles of this chapter which apply to specific articles thereof, and unless the context otherwise requires, in this chapter:

1. "Action" includes recoupment, counterclaim, setoff, suit in equity and any other proceeding in which rights are determined, including an action for possession.
2. "Building and housing codes" include any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any premises, or dwelling unit.
3. "Delivery of possession" means returning dwelling unit keys to the landlord and vacating the premises.
4. "Dwelling unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household. "Dwelling unit" excludes real property used to accommodate a mobile home, unless the mobile home is rented or leased by the landlord.
5. "Good faith" means honesty in fact in the conduct or transaction concerned.
6. "Landlord" means the owner, lessor or sublessor of the dwelling unit or the building of which it is a part, and it also means a manager of the premises who fails to disclose as required by section 33-1322.
7. "Organization" includes a corporation, government, governmental subdivision or agency, business trust,

estate, trust, partnership or association, two or more persons having a joint or common interest and any other legal or commercial entity which is a landlord, owner, manager or constructive agent pursuant to section 33-1322.

8. "Owner" means one or more persons, jointly or severally, in whom is vested all or part of the legal title to property or all or part of the beneficial ownership and a right to present use and enjoyment of the premises. The term includes a mortgagee in possession.

9. "Person" means an individual or organization.

10. "Premises" means a dwelling unit and the structure of which it is a part and existing facilities and appurtenances therein, including furniture and utilities where applicable, and grounds, areas and existing facilities held out for the use of tenants generally or whose use is promised to the tenant.

11. "Rent" means payments to be made to the landlord in full consideration for the rented premises.

12. "Rental agreement" means all agreements, written, oral or implied by law, and valid rules and regulations adopted under section 33-1342 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.

13. "Roomer" means a person occupying a dwelling unit that lacks a major bathroom or kitchen facility, in a structure where one or more major facilities are used in common by occupants of the dwelling unit and other dwelling units. Major facility in the case of a bathroom means toilet, or either a bath or shower, and in the case of a kitchen means refrigerator, stove or sink.

14. "Security" means money or property given to assure payment or performance under a rental agreement. "Security" does not include a reasonable charge for redecorating or cleaning.

15. "Single family residence" means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single family residence if it has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment nor any other essential facility or service with any other dwelling unit.

16. "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

17. "Term of lease" means the initial term or any renewal or extension of the written rental agreement currently in effect not including any wrongful holdover period.

§ 33-1311. Obligation of good faith

Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter

imposes an obligation of good faith in its performance or enforcement.

§ 33-1312. Unconscionability

A. If the court, as a matter of law, finds either of the following:

1. A rental agreement or any provision thereof was unconscionable when made, the court may refuse to enforce the agreement, enforce the remainder of the agreement without the unconscionable provision, or limit the application of any unconscionable provision to avoid an unconscionable result.

2. A settlement in which a party waives or agrees to forego a claim or right under this chapter or under a rental agreement was unconscionable at the time it was made, the court may refuse to enforce the settlement, enforce the remainder of the settlement without the unconscionable provision, or limit the application of any unconscionable provision to avoid any unconscionable result.

B. If unconscionability is put into issue by a party or by the court upon its own motion the parties shall be afforded a reasonable opportunity to present evidence as to the setting, purpose and effect of the rental agreement or settlement to aid the court in making the determination.

§ 33-1313. Notice

A. A person has notice of a fact if he has actual knowledge of it, has received a notice or notification of it or from all the facts and circumstances known to him at the time in question he has reason to know that it exists. A person "knows" or "has knowledge" of a fact if he has actual knowledge of it.

B. A person "notifies" or "gives" a notice or notification to another by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know of it. A person "receives" a notice or notification when it comes to his attention, or in the case of the landlord, it is delivered in hand or mailed by registered or certified mail to the place of business of the landlord through which the rental agreement was made or at any place held out by him as the place for receipt of the communication or delivered to any individual who is designated as an agent by section 33-1322 or, in the case of the tenant, it is delivered in hand to the tenant or mailed by registered or certified mail to him at the place held out by him as the place for receipt of the communication or, in the absence of such designation, to his last known place of residence. If notice is mailed by registered or certified mail, the tenant or landlord is deemed to have received such notice on the date the notice is actually received by him or five days after the date the notice is mailed, whichever occurs first.

C. "Notice," knowledge or a notice or notification received by an organization is effective for a particular

transaction from the time it is brought to the attention of the individual conducting the transaction and in any event from the time it would have been brought to his attention if the organization had exercised reasonable diligence.

§ 33-1314. Terms and conditions of rental agreement

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 upon 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 upon 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 if the tenant dies. 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 ten days of initial written contact, the landlord may dispose of the property as prescribed in section 33-1370. Before removing any of the tenant's personal property, 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 from 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. This subsection shall only apply if the periodic rent is unpaid and outstanding for at least five days.

§ 33-1314.01. Utility charges; submetering; ratio utility billing; allocation; water system exemption

A. A landlord may charge separately for gas, water, wastewater, solid waste removal or electricity by installing a submetering system or by allocating the charges separately through a ratio utility billing system.

B. If a landlord charges separately for a utility pursuant to subsection A, the landlord may recover the charges imposed on the landlord by the utility provider plus an administrative fee for the landlord for actual administrative costs only. The landlord shall not impose any additional charges. The rental agreement shall contain a disclosure that lists the utility services that are charged separately and shall specify the amount of any administrative fee that is associated with submetering or the use of a ratio utility billing system.

C. If provided in the rental agreement, the landlord may impose a submetering system or ratio utility billing system during the term of a rental agreement if the landlord provides notice as prescribed by subsection G.

D. If a landlord is not in compliance with subsection B, the tenant shall first object in writing to the landlord regarding the utility billing. If the dispute is not resolved, the tenant may file a civil complaint in justice court to enforce this section.

E. If a landlord uses an allocation or submetering system, the bill format for each billing period shall:

1. Separately state the cost of the charges for the period together with the opening and the closing meter readings and the dates of the meter readings.

2. Show the amount of any administrative fee charged.

F. If a landlord does not use a submetering system and allocates charges separately for gas, water, wastewater, solid waste removal or electricity, the landlord may allocate the costs to each tenant by using one or more of the following ratio utility billing system methods:

1. Per tenant.
2. Proportionately by livable square footage.
3. Per type of unit.

4. Per number of water fixtures.

5. For water and wastewater, by use of an individually submetered hot water usage measure for the tenant's dwelling unit.

6. Any other method that fairly allocates the charges and that is described in the tenant's rental agreement.

G. If a landlord uses a ratio utility billing system method pursuant to subsection F, the rental agreement shall contain a specific description of the ratio utility billing method used to allocate utility costs. For any existing tenancies, the landlord shall provide at least ninety days' notice to the tenant before the landlord begins using a submetering system or allocating costs through a ratio utility billing system.

H. For purposes of regulating apartment communities as public or consecutive water systems, the department of environmental quality shall not adopt rules pursuant to title 49, chapter 2, article 9 that are more stringent than those authorized by federal law. Without other evidence of activities that are subject to regulation under title 49, chapter 2, article 9, the department of environmental quality shall not use an apartment community's use of a submetering system or a ratio utility billing system as the sole basis for regulating an apartment community as a public or consecutive water system.

§ 33-1315. Prohibited provisions in rental agreements

A. A rental agreement shall not provide that the tenant does any of the following:

1. Agrees to waive or to forego rights or remedies under this chapter.

2. Agrees to 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 and except that a prevailing party in a contested forcible detainer action is eligible to be awarded attorney fees pursuant to section 12-341.01 regardless of whether the rental agreement provides for such an award.

3. Agrees to 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. Agrees to 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.

5. Agrees to 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.

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 by the landlord to be prohibited, the tenant may recover actual damages sustained by the tenant and not more than two months' periodic rent.

C. This section does not limit the landlord's right to evict a tenant pursuant to section 33-1368.

§ 33-1316. Separation of rents and obligations to maintain property forbidden

A rental agreement, assignment, conveyance, trust deed or security instrument may not permit the receipt of rent free of the obligation to comply with section 33-1324, subsection A.

§ 33-1317. Discrimination by landlord or lessor against tenant with children prohibited; classification; exceptions; civil remedy; applicability

A. A person who knowingly refuses to rent to any other person a place to be used for a dwelling for the reason that the other person has a child or children, or who advertises in connection with the rental a restriction against children, either by the display of a sign, placard or written or printed notice, or by publication thereof in a newspaper of general circulation, is guilty of a petty offense.

B. No person shall rent or lease his property to another in violation of a valid restrictive covenant against the sale of such property to persons who have a child or children living with them.

C. No person shall rent or lease his property to persons who have a child or children living with them when his property meets the definition of housing for older persons in section 41-1491.04.

D. A person who knowingly rents or leases his property in violation of the provisions of subsection B or C of this section is guilty of a petty offense.

E. A person whose rights under this section have been violated may bring a civil action against a person who violates this section for all of the following:

1. Injunctive or declaratory relief to correct the violation.
2. Actual damages sustained by the tenant or prospective tenant.
3. A civil penalty of three times the monthly rent of the housing accommodation involved in the violation if the violation is determined to be intentional.
4. Court costs and reasonable attorney fees.

F. Nothing in this section shall prohibit a person from refusing to rent a dwelling by reason of reasonable occupancy standards established by the owner or the owner's agent which apply to persons of all ages, and which have been adopted and published before the event in issue. An occupancy limitation of two persons per bedroom residing in a dwelling unit shall be presumed reasonable for this state and all political

subdivisions of this state.

G. Subsection B of this section applies only to dwellings occupied or intended to be occupied by no more than four families living independently of each other and in which the owner maintains and occupies one of the living quarters as the owner's residence.

§ 33-1318. Early termination by tenant for domestic violence; conditions; lock replacement; access refusal; treble damages; immunity

A. A tenant may terminate a rental agreement pursuant to this section if the tenant provides to the landlord written notice pursuant to this section that the tenant is the victim of domestic violence as defined in section 13-3601. The tenant's rights and obligations under the rental agreement are terminated and the tenant shall vacate the dwelling and avoid liability for future rent and shall not incur early termination penalties or fees if the tenant provides to the landlord a written notice requesting release from the rental agreement with a mutually agreed on release date within the next thirty days, accompanied by any one of the following:

1. A copy of any protective order issued pursuant to section 13-3602 to a tenant who is a victim of domestic violence. A landlord may also request a receipt or signed statement that the order of protection has been submitted to an authorized officer of a court for service.

2. A copy of a written departmental report from a law enforcement agency that states that the tenant notified the law enforcement agency that the tenant was a victim of domestic violence.

B. A landlord may request from the victim the name and address of the person named in an order of protection or a departmental report pursuant to subsection A of this section, in writing, if known by the victim.

C. The tenant may terminate the rental agreement pursuant to this section only if the actions, events or circumstances that resulted in the tenant being a victim of domestic violence as defined in section 13-3601 occurred within the thirty day period immediately preceding the written notice of termination to the landlord, unless waived by the landlord.

D. If the tenant terminates the rental agreement as prescribed by this section and if the tenant is solely or jointly liable on the rental agreement, the tenant is liable only for rent owed or paid through the date of the lease termination plus any previous obligations outstanding on that date. The amount due from the tenant shall be paid to the landlord on or before the date the tenant vacates the dwelling. If the tenant has prepaid rent that would apply for the month in which the lease is terminated, the landlord may retain the prepaid rent and no refund is due to the tenant. If the tenant has paid a security deposit pursuant to section

33-1321, the security deposit shall not be withheld for the early termination of the lease if the tenant meets the requirements prescribed by subsection A of this section, but may be withheld for payment of damages which the landlord has suffered by reason of the tenant's noncompliance with section 33-1341.

E. A tenant who is a victim of domestic violence may require the landlord to install a new lock to the tenant's dwelling if the tenant pays for the cost of installing the new lock. A landlord may comply with this requirement by doing either of the following:

1. Rekeying the lock if the lock is in good working condition.
2. Replacing the entire locking mechanism with a locking mechanism of equal or better quality than the lock being replaced.

F. A landlord who installs a new lock at the tenant's request may retain a copy of the key that opens the new lock. Notwithstanding any provision in the rental agreement, the landlord may refuse to provide a key that opens the new lock to the person named in an order of protection or a departmental report pursuant to subsection A of this section.

G. A landlord shall refuse to provide access to the dwelling to reclaim property to any tenant if the tenant is the person named in an order of protection or a departmental report pursuant to subsection A of this section who has been served with an order of protection naming that tenant as the defendant and the landlord has received a copy of the order of protection, unless a law enforcement officer escorts the tenant into and out of the dwelling.

H. A tenant who terminates a lease pursuant to this section and who is convicted of falsely filing a departmental report or order of protection for domestic violence is liable to the landlord for treble damages for premature termination of the lease.

I. A person named in an order of protection or a departmental report pursuant to subsection A of this section who provokes an early lease termination under this section is deemed to have interfered with the residential rental agreement between the landlord and tenant regardless of whether the person named in an order of protection or a departmental report pursuant to subsection A of this section is a party to the rental agreement, and the person named in an order of protection or a departmental report pursuant to subsection A of this section may be civilly liable for all economic losses incurred by a landlord for the domestic violence early lease termination. This civil liability includes unpaid rent, early lease termination fees, costs to repair damage to the premises and any reductions or waivers of rent previously granted to the tenant who was the victim of domestic violence.

J. If there are multiple tenants who are parties to a rental agreement that has been terminated under this

section, the tenancy for those tenants also terminates. The tenants who are not the victims of domestic violence, excluding the person named in an order of protection or a departmental report pursuant to subsection A of this section that caused the termination of the lease pursuant to this section, may be released from any financial obligations due under the previously existing rental agreement and the remaining tenants may be permitted to enter into a new lease with the landlord if the tenants meet all current application requirements.

K. An emergency order of protection or a protective order that is issued to a resident of a rental property automatically applies to the entire residential rental property in which the tenant has a rental agreement.

L. This section shall not be construed to limit a landlord's right to terminate a lease pursuant to section 33-1368 against the victim for actions unrelated to the act of domestic violence.

M. A landlord is not liable for any actions taken in good faith pursuant to this section.

33-1319. Bedbug control; landlord and tenant obligations; definitions

A. A landlord has the following obligations with respect to a bedbug infestation:

1. The landlord shall provide bedbug educational materials to existing and new tenants. Educational materials may include:

(a) A description of measures that may be taken to prevent and control bedbugs.

(b) Information about bedbugs, including a description of their appearance.

(c) A description of behaviors that are risk factors for attracting bedbugs such as purchasing renovated mattresses, using discarded mattresses and furniture, using used or leased furniture, purchasing pre-owned clothing and traveling without proper precautions.

(d) Information provided by the United States centers for disease control and prevention and other federal, state or local health agencies.

(e) Information provided by federal, state or local housing agencies.

(f) Information provided by nonprofit housing organizations.

(g) Information developed by the landlord.

2. The landlord shall not enter into any lease agreement with a tenant for a dwelling unit that the landlord knows to have a current bedbug infestation.

B. A tenant has the following obligations with respect to a bedbug infestation:

1. The tenant shall not knowingly move materials into a dwelling unit that are infested with bedbugs.

2. A tenant who knows of the presence of bedbugs shall provide the landlord written or electronic notification of the presence of bedbugs.

C. This section does not limit any other rights, remedies and obligations under this chapter.

D. The landlord and tenant of a single family residence are excluded from the provisions of this section.

E. Except as specifically provided in this section, this section does not create a cause of action against:

1. A landlord or a landlord's employees, officers, agents and directors by a tenant or a tenant's guests for any damages caused by bedbugs.

2. A tenant by a landlord for any damages caused by bedbugs.

F. For the purposes of this section:

1. "Bedbugs" means any insect in the genus *Cimex* and its eggs.

2. "Infestation" or "infested" means that the presence of bedbugs is sufficient to materially affect the health and safety of tenants and their guests.

ARTICLE 2. LANDLORD OBLIGATIONS

§ 33-1321. Security deposits

A. A landlord shall not demand or receive security, however denominated, including, but not limited to, prepaid rent in an amount or value in excess of 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 shall be refundable.

C. With respect to tenants who first occupy the premises or enter into a new written rental agreement after January 1, 1996, upon 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. Upon 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. Upon 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.

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.

§ 33-1322. Disclosure and tender of written rental agreement

A. The landlord or any person authorized to enter into a rental agreement on his behalf shall disclose to the tenant in writing at or before the commencement of the tenancy the name and address of each of the following:

1. The person authorized to manage the premises.
2. An owner of the premises 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.

B. At or before the commencement of the tenancy, the landlord shall inform the tenant in writing that the Arizona residential landlord and tenant act is available on the Arizona secretary of state's website.

C. The information required to be furnished by this section shall be kept current and refurbished to a tenant upon the tenant's request. This section extends to and is enforceable against any successor landlord, owner or manager.

D. A person who fails to comply with subsections A, B and C becomes an agent of each person who is a landlord for the following purposes:

1. Service of process and receiving and receipting for notices and demands.
2. Performing the obligations of the landlord under this chapter and under the rental agreement and expending or making available for the purpose all rent collected from the premises.

E. If there is a written rental agreement, the landlord must tender and deliver a signed copy of the rental

agreement to the tenant and the tenant must sign and deliver to the landlord one fully executed copy of such rental agreement within a reasonable time after the agreement is executed. A written rental agreement shall have all blank spaces completed. Noncompliance with this subsection shall be deemed a material noncompliance by the landlord or the tenant, as the case may be, of the rental agreement.

§ 33-1323. Landlord to supply possession of dwelling unit

At the commencement of the term the landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and section 33-1324. The landlord may bring an action for possession against any person wrongfully in possession and may recover the damages provided in section 33-1375, subsection C.

§ 33-1324. Landlord to maintain fit premises

A. The landlord shall:

1. Comply with the requirements of applicable building codes materially affecting health and safety as prescribed in section 9-1303.
2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.
3. Keep all common areas of the premises in a clean and safe condition.
4. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by him.
5. Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for their removal.
6. Supply running water and reasonable amounts of hot water at all times, reasonable heat and reasonable air-conditioning or cooling where such units are installed and offered, when required by seasonal weather conditions, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose or the dwelling unit is so constructed that heat, air-conditioning, cooling or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

B. If the duty imposed by subsection A, paragraph 1 of this section is greater than any duty imposed by any other paragraph of this section, the landlord's duty shall be determined by reference to that paragraph.

C. The landlord and tenant of a single family residence may agree in writing, supported by adequate consideration, that the tenant perform the landlord's duties specified in subsection A, paragraphs 5 and 6 of this section, and also specified repairs, maintenance

tasks, alterations and remodeling, but only if the transaction is entered into in good faith, not for the purpose of evading the obligations of the landlord and the work is not necessary to cure noncompliance with subsection A, paragraphs 1 and 2 of this section.

D. The landlord and tenant of any dwelling unit other than a single family residence may agree that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling only if:

1. The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the landlord and is set forth in a separate writing signed by the parties and supported by adequate consideration.
2. The work is not necessary to cure noncompliance with subsection A, paragraphs 1 and 2 of this section.
3. The agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.

§ 33-1325. Limitation of liability

A. Unless otherwise agreed, a landlord, who conveys premises that include a dwelling unit subject to a rental agreement in a good faith sale to a bona fide purchaser, is relieved of liability under the rental agreement and this chapter as to events occurring subsequent to written notice to the tenant of the conveyance. He remains liable to the tenant for any property and money to which the tenant is entitled under section 33-1321.

B. Unless otherwise agreed, a manager of premises that include a dwelling unit is relieved of liability under the rental agreement and this chapter as to events occurring after written notice to the tenant of the termination of his management.

§ 33-1329. Regulation of rents; authority

A. Notwithstanding any other provisions of law to the contrary the state legislature determines that the imposition of rent control on private residential housing units by cities, including charter cities, and towns is of statewide concern. Therefore, the power to control rents on private residential property is preempted by the state. Cities, including charter cities, or towns shall not have the power to control rents.

B. The provisions of subsection A shall not apply to residential property which is owned, financed, insured or subsidized by any state agency, or by any city, including charter city, or town.

§ 33-1330. Transfer of records on sale

On the sale or other transfer of an apartment community as defined in section 40-360.21, the landlord shall deliver to the buyer or other transferee all available plans, drawings and records pertaining to the location of all underground facilities in the property, all plans, drawings, surveys and plats of the property, all

records pertaining to tenant security deposits and complete files for each tenant of the property at closing containing rental agreements and all other documents and disclosures required by this chapter that are in the possession of the landlord. A landlord who fails to deliver reasonably accurate and maintained installation records of active, inactive and abandoned underground facilities installed after December 31, 2006 is liable for all damages proximately caused by the failure, including all expenses incurred by successor landlords to create such installation records.

§ 33-1331. Notice of foreclosure; effect on lease; damages

A. If a rental agreement is entered into after the foreclosure action was initiated, the owner shall include written notice of possible foreclosure with the rental agreement with the tenant. The notice shall include a statement that is substantially in the following form:

This property is undergoing foreclosure. For more information on this action, you should contact _____ (name, address, and phone number of the court where the action is filed or trustee, attorney or other responsible party).

A sale at auction may or may not occur as a result of this foreclosure. Currently, the sale of this property has been set for _____ (time, date and place) or no date for sale of this property has been established.

If the owner fails to provide notice as prescribed in this section the tenant may deliver a written notice pursuant to section 33-1361 and recover damages and obtain injunctive relief. The security deposit shall be returned to the tenant as prescribed in 33-1321.

B. This section shall not apply to multifamily residential rental units consisting of four or more connected units.

**ARTICLE 3.
TENANT OBLIGATIONS**

§ 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 section 33-1324.

§ 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.

§ 33-1343. Access

A. The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers,

mortgagees, tenants, workmen or contractors.

B. If the tenant notifies the landlord of a service request or a request for maintenance as prescribed in section 33-1341, paragraph 8, the notice from the tenant constitutes permission from the tenant for the landlord to enter the dwelling unit pursuant to subsection D of this section for the sole purpose of acting on the service or maintenance request and the tenant waives receipt of any separate or additional access notice that may be required pursuant to subsection D of this section.

C. The landlord may enter the dwelling unit without consent of the tenant in case of emergency.

D. The landlord shall not abuse the right to access or use it to harass the tenant. Except in case of emergency or if it is impracticable to do so, the landlord shall give the tenant at least two days' notice of the landlord's intent to enter and enter only at reasonable times.

E. The landlord has no other right of access except by court order and as permitted by sections 33-1369 and 33-1370, or if the tenant has abandoned or surrendered the premises.

§ 33-1344. Tenant to use and occupy as a dwelling unit

Unless otherwise agreed, the tenant shall occupy his dwelling unit only as a dwelling unit.

**ARTICLE 4.
REMEDIES**

§ 33-1361. Noncompliance by the landlord

A. Except as provided in this chapter, if there is a material noncompliance by the landlord with the rental agreement, including a material falsification of the written information provided to the tenant, the tenant may deliver a written notice to the landlord 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. If there is a noncompliance by the landlord with section 33-1324 materially affecting health and safety, the tenant may deliver a written notice to the landlord 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. For the purposes of this section, material falsification includes false information relating to availability of the unit, except when a holdover tenant is in illegal possession or in violation of the rental agreement, the condition of the premises and any current services as represented by the landlord in writing and any representation regarding future services and any future changes regarding the condition of the premises, the provision of utility

services and the designation of the party responsible for the payment of utility services. The rental agreement shall terminate and the dwelling unit shall be vacated as provided in the notice subject to the following:

1. If the breach is remediable by repairs or the payment of damages or otherwise and the landlord adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate.

2. The tenant may not terminate for a condition 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.

B. Except as provided in this chapter, the tenant may recover damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or with section 33-1318 or 33-1324.

C. The remedy provided in subsection B of this section is in addition to any right of the tenant arising under subsection A of this section.

D. If the rental agreement is terminated, the landlord shall return all security recoverable by the tenant under section 33-1321.

§ 33-1362. Failure to deliver possession

A. If the landlord fails to deliver physical possession of the dwelling unit to the tenant as provided in section 33-1323, rent abates until possession is delivered and the tenant may do either of the following:

1. Upon at least five days' written notice to the landlord terminate the rental agreement and upon termination the landlord shall return all prepaid rent and security.

2. Demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the dwelling unit against the landlord or any person wrongfully in possession and recover the damages sustained by him.

B. If the landlord fails to deliver constructive possession to the tenant because of noncompliance with section 33-1324, rent shall not abate. Tenant may proceed with the remedies provided for in section 33-1361.

C. If a person's failure to deliver possession is willful and not in good faith, an aggrieved person may recover from that person an amount not more than two months' periodic rent or twice the actual damages sustained by him, whichever is greater.

§ 33-1363. Self-help for minor defects

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.

§ 33-1364. Wrongful failure to supply heat, air conditioning, cooling, water, hot water or essential services

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.

§ 33-1365. Landlord's noncompliance as defense to action for possession or rent; definition

A. In an action for possession based upon nonpayment of the rent or in an action for rent where the tenant is in possession, if the landlord is not in compliance with the rental agreement or this chapter, the tenant may counterclaim for any amount which he may recover under the rental agreement or this chapter. In that event after notice and hearing the court from time to time may order the tenant to pay into court all or part of the undisputed rent accrued and all periodic rent thereafter accruing and shall determine the amount due to each party. The party to whom a net amount is

owed shall be paid first from the money paid into court and the balance, if any, by the other party. However, if no rent remains due after application of this section, or if the tenant is adjudged to have acted in good faith and satisfies a judgment for rent entered for the landlord, judgment shall be entered for the tenant in the action for possession.

B. In an action for rent where the tenant is not in possession, the tenant may counterclaim as provided in subsection A but the tenant is not required to pay any rent into court.

§ 33-1366. Fire or casualty damage

A. If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the tenant may do either of the following:

1. Immediately vacate the premises and notify the landlord in writing within fourteen days thereafter of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating.

2. If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

B. If the rental agreement is terminated the landlord shall return all security recoverable under section 33-1321. Accounting for rent in the event of termination or apportionment is to occur as of the date the tenant vacates all or part of the dwelling unit.

§ 33-1367. Tenant's remedies for landlord's unlawful ouster, exclusion or diminution of services

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.

§ 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 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 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 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, including but not limited to an illegal discharge of a weapon, homicide as defined in sections 13-1102 through 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.

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. 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 section 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 section 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.

§ 33-1369. Failure to maintain

If there is noncompliance by the tenant with section 33-1341 materially affecting health and safety that can be remedied by repair, replacement of a damaged item or cleaning and the tenant fails to comply as promptly as conditions require in case of emergency or within fourteen days after written notice by the landlord specifying the breach and requesting that the tenant remedy it within that period of time, the landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and submit an itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date when periodic rent is due, or if the rental agreement has terminated, for immediate payment.

§ 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 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 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.

§ 33-1371. Acceptance of partial payments

A. A landlord is not required to accept a partial payment of rent or other charges. A landlord accepting a partial payment of rent or other charges retains the right to proceed against a tenant only if the tenant agrees in a contemporaneous writing to the terms and conditions of the partial payment with regard to continuation of the tenancy. The written agreement shall contain a date on which the balance of the rent is due. The landlord may proceed as provided in article 4 of this chapter and in title 12, chapter 8 against a tenant in breach of this agreement or any other breach

of the original rental agreement. If the landlord has provided the tenant with a notice of failure to pay rent as specified in section 33-1368, subsection B prior to the completion of the agreement for partial payment, no additional notice under section 33-1368, subsection B is required in case of a breach of the partial payment agreement.

B. Except as specified in subsection A of this section, acceptance of rent, or any portion thereof, with knowledge of a default by tenant or acceptance of performance by the tenant that varied from the terms of the rental agreement or rules or regulations subsequently adopted by the landlord constitutes a waiver of the right to terminate the rental agreement for that breach.

§ 33-1372. Landlord liens; distraint for rent

A. A lien or security interest on behalf of the landlord in the tenant's household goods is not enforceable unless perfected before the effective date of this chapter.

B. Distraint for rent is abolished.

§ 33-1373. Remedy after termination

If the rental agreement is terminated, the landlord may have a claim for possession and for rent and a separate claim for actual damages for breach of the rental agreement.

§ 33-1374. Recovery of possession limited

A landlord may not recover or take possession of the dwelling unit by action or otherwise, including forcible removal of the tenant or his possessions, willful diminution of services to the tenant by interrupting or causing the interruption of electric, gas, water or other essential service to the tenant, except in case of abandonment, surrender or as permitted in this chapter.

§ 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, section 33-1314, subsection D applies.

§ 33-1376. Landlord and tenant remedies for abuse of access

A. If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access, or terminate the rental agreement. In either case, the landlord may recover actual damages.

B. If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement. In either case, the tenant may recover actual damages not less than an amount equal to one month's rent.

§ 33-1377. Special detainer actions; service; trial postponement

A. Special detainer actions shall be instituted for remedies prescribed in section 33-1368. Except as provided in this section, the procedure and appeal rights prescribed in title 12, chapter 8, article 4 apply to special detainer actions.

B. The summons shall be issued on the day the complaint is filed and shall command the person against whom the complaint is made to appear and answer the complaint at the time and place named which shall be not more than six nor less than three days from the date of the summons. The tenant is deemed to have received the summons three days after the summons is mailed if personal service is attempted and within one day of issuance of the summons a copy of the summons is conspicuously posted on the main entrance of the tenant's residence and on the same day the summons is sent by certified mail, return receipt requested, to the tenant's last known address. The summons in a special detainer action shall be served at least two days before the return day and the return day made on the day assigned for trial. Service of process in this manner shall be deemed the equivalent of having served the tenant in person for the purposes of awarding a money judgment for all rent, damages, costs and attorney fees due.

C. For good cause shown supported by an affidavit, the trial may be postponed for not more than three days in a justice court or five days in the superior court.

D. In addition to determining the right to actual possession, the court may assess damages, attorney fees and costs as prescribed by law.

E. If a complaint is filed alleging a material and irreparable breach pursuant to section 33-1368, subsection A, the summons shall be issued as provided in subsection B of this section, except that the trial date and return date shall be set no later than the third day following the filing of the complaint. If after the hearing the court finds by preponderance of the