

# “How to Evict a Tenant”



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**Queen Creek, AZ 85242**

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## How to Speed Up the Forcible Detainer (Eviction) Process:

### Steps for Non-Payment Issues:

**Day 1:** Rent is Due

**Day 2:** Serve the 5 day non-payment of rent notice by personal service (in hand) or post and mail service (on door and certified mail).

**Day 7:** (or Day 12 if certified): Send Information to law office (use client cover sheet)

**Day 8:** (or Day 13 if certified): Forcible filed

**Day 9:** (or Day 14 if certified): Receive notification by law office that eviction was filed

**Day 15:** (or Day 21 if certified): Court Date-You get a Judgment and Writ Date, (This date is dependent upon when the court has the first available date)

**Day 20:** Call or fax the law office if you need the Constable because the tenant hasn't moved

### What to Send to the Attorney on First Request:

1. Copy of the Client Facsimile worksheet filled out with your account number.
2. Copy of the lease and current ledger.
3. Copy of the Five Day notice and service information (how you gave it to tenant)

### TOP TEN THINGS LANDLORD FORGET TO DO/NOT TO DO:

1. Satisfy the Judgment once the tenant pays it off.
2. Prepare and send a security deposit letter to the last known address within 14 business days after tenant vacates.
3. Prepare and send the 21 day letter immediately after the writ of restitution. Landlord must take an inventory and store the tenant's property for 21 days after the Writ is executed. Tenant must pay cost to move and store only before they can recover their stuff. (note list of exceptions to rule such as medicine, etc.)
4. Have a tenant sign a Partial Payment Non-Waiver if you take partial rent.
5. Order a Writ of Restitution on the 6th day after Judgment. The Writ of Restitution must be ordered by the landlord because it will not issue automatically. Writ expires 30 days after the original writ date.
6. Don't take any money from tenant if landlord has given them any kind of notice. All notices become void if landlord takes money after giving notice.
7. If the landlord posts the five day notice (or any other notice), landlord must also send it certified mail and wait an extra five days for mailing.
8. Don't cancel the forcible detainer unless landlord actually gets certified funds. Tenant's check may be NSF.
9. Landlord can file a civil suit for all money/damages owed after an eviction or a skip.
10. If landlord gets a tenant association letter, call attorney immediately.

# PROCEDURES FOR INITIATING A FORCIBLE DETAINER ACTION

## A. Type of Forcible Detainer

Please notify this office prior to filing as to the type of eviction you are filing the following:

### 1. **Immediate Termination (Eviction for criminal activity, severe property damage, etc.)**

- a. You must speak with an attorney in our office prior to serving the notice. Certain activities may not be grounds for an immediate eviction. Our office can also prepare and serve the notice for you, as can your process server.
- b. The notice must specify the conduct which is grounds for immediate eviction in detail, including dates, times and the nature of the incident.
- c. You must have witnesses with personal knowledge of the incident who are willing to appear in court and testify on behalf of management. Written statements from witnesses are not usable in court.
- d. Security guard logs and police reports may also not be acceptable as evidence. Be prepared with names, addresses and/or badge numbers if subpoenas are necessary.
- e. Do not make comments to tenant such as “I will have you out in a few days” or “You better leave or I will take you to court”. These statements could be used against you at the court hearing. Simply serve the notice and wait for your day in court.
- f. If rent is owed when the immediate eviction is in process, and tenant attempts to tender rent, **DO NOT ACCEPT IT**. Acceptance of rent during this time could jeopardize the eviction and allow the tenant to remain in the property.

### 2. **Non-Compliance Eviction (10-day or 5-day Health and Safety)**

- a. As with an Immediate Termination, you must have witnesses with personal knowledge of the problems appears and testify at court. Before and after pictures, if applicable, may also be necessary to make your case.
- b. Once the noncompliance notice has been served, if rent is offered **DO NOT ACCEPT IT** unless the non-compliance breach has been cured. Acceptance of rent could jeopardize your eviction should the tenant not cure the breach of lease.
- c. Make sure your notice clearly details the alleged violation – dates, what happened, etc. The notice must tell the tenant what violation they are being accused of.

### 3. **Non-Payment of Rent**

- a. Your notice must be dated and signed by the individual serving the notice. If the notice was mailed, eviction cannot be started until ten days after date mailed, or five days after the tenant signed for the mail.
- b. Notice should include all amounts owed by the tenant, including any balance (or credit balance), utilities or damages, where applicable, and any late charges and rent concessions that have been given. Fees for service of the notice or other charges such as deposits, etc. cannot be charged unless it is part of your lease agreement.
- c. If the tenant attempts to tender a partial payment of the rent that is due, **DO NOT ACCEPT IT** without having the tenant sign a Partial Payment Waiver agreement. Failure to have the tenant sign this waiver could cause you to lose your right to the remaining rent owed by the tenant for that rental period and your right to proceed with an eviction.

- d. After the court date is set, a copy of your five-day notice must be given to our office, either by mail or fax, for your court file. If we do not have a copy of the notice at the hearing, the court may dismiss your eviction. The courts also require a complete copy of your lease agreement in order to award all late charges and attorney fees.
4. Attached are various other notices that may need to be used during your tenancy. Please call with any questions.

## **B. Cancellations before court**

You must call our office as soon as a tenant pays in order to cancel the court hearing. If we do not hear from you, we assume that we are to proceed with the eviction. You can cancel with our office up to the date and time of court; however, we may not be able to cancel with the attorney if you wait until the last minute to call. If for some reason, a court hearing is not cancelled, we can file a Motion to Set Aside the Judgment, if necessary. Remember, the tenant has until the court date to pay all monies due and owing, including all late charges, attorney fees and court costs. **LANDLORDS CANNOT REQUIRE PAYMENT OF FUTURE RENTS.** If payment in full is made, it is necessary for the landlord to cancel the court hearing immediately.

## **C. Judgments**

1. At the hearing date, a Judgment will be entered if your tenant does not appear or if your tenant does appear and stipulates the Judgment. The attorneys who appear on your behalf do not make deals with your tenants without your approval, nor do the attorneys assure your tenants that if they pay the Judgment, they will be able to remain in the premises. Any payment arrangements are referred back to you. You do not have to reinstate the lease and accept payment, despite what the tenant tells. It is your choice. Any acceptance of money must accompany a written agreement signed by the tenant indicating whether you are reinstating the lease or just paying on the judgment.
2. Should your tenant appear and plead not guilty, a trial will be held. This may occur at a different date and time, but increasingly the Judges are hearing trials at the same time as the initial hearing. Therefore, if you think that your tenant may come to court and attempt to raise **ANY** issues regarding their nonpayment, you should plan to be at court. Please remember that we can not win a trial if there are no witnesses at court. This includes the management as a witness to the amount owed and the delivery of the notice.
3. The Judgment will require your tenant to vacate five days after court (or 12 – 24 hours in the case of an immediate eviction). If the tenant pays, or makes suitable arrangements to stay, you must notify our office to file a Satisfaction of the Judgment. If the tenant does not make arrangements and does not vacate, you will need to have our office file a Writ of Restitution so the Constable may come and remove the tenant for you. Writs are not filed automatically.
4. After the tenant vacates, apply the deposits to the tenant's account, including the Judgment where necessary. This must be done within fourteen (14) business days after tenant vacates the premises. If the deposits are applied to the Judgment, you must file a full or partial Satisfaction of the Judgment as soon as the amounts are applied. You may charge the tenant for the rest of the lease until you get it re-rented, any lease break fees in the contract, damages to the unit (include a copy of the receipts for the repairs), and any other costs you incur (including utilities, pool or yard service but only if the lease provides that the tenant is liable for these sums. You must return all sums you are not entitled to prior to the fourteen business days or you risk being liable for three times the amount. Send the itemization and/or the funds certified mail to the last known address.

#### D. Miscellaneous Issues

1. Discrimination issues continue to be a hot topic. Be careful about statements made upon refusal to leave—do not mention number of children, number of residents, or how many to a bedroom unless you seek legal advice first.
2. If you receive money from your tenant after court and you do not wish to have the tenant continue to reside at your rental property, **DO NOT GIVE A RENT RECEIPT**. Give or send the tenant a letter stating the money is being applied to the debt owed you, you are not reinstating tenant's lease agreement, and the tenant must vacate per the court order.
3. **REMEMBER**, you can only legally serve written notices one of two ways: 1) personally give the notice to the tenant or 2) send the notice by certified or registered mail. The notice is legally served five (5) days after mailing or when the tenant signs for his notice, whichever occurs first. If you deliver the notice to the door, you may risk having the eviction dismissed if the tenant denies receiving the notice.

# CLIENT FACSIMILE WORKSHEET

NUMBER OF PAGES \_\_\_\_\_

ACCOUNT# \_\_\_\_\_

1. NAME OF COMPLEX OR OWNER/MANAGEMENT COMPANY:
2. TYPE OF SERVICE NEEDED: (CHECK ONE)  
\_\_\_\_ FORCIBLE DETAINER FILING (EVICTION)  
\_\_\_\_ NON-PAYMENT (TENANT FAILED TO PAY RENT OR PAST DUE RENT)  
\_\_\_\_ NON-COMPLIANCE (TENANT VIOLATED LEASE PROVISIONS OR RULES OF COMPLEX)  
\_\_\_\_ HOLD-OVER (TENANT FAILED TO MOVE OUT AFTER 30 DAY NOTICE)  
\_\_\_\_ IMMEDIATE (DRUGS, GUNS, VIOLENCE, PROSTITUTION, GANGS, ETC)  
  
\_\_\_\_ \*DISMISSAL (TENANT PAID PRIOR TO COURT)  
\_\_\_\_ \*WRIT OF RESTITUTION (NEED THE CONSTABLE TO REMOVE TENANT AFTER COURT)  
\_\_\_\_ \*REVIEW OF DOCUMENT/LETTER BY AN ATTORNEY AT LAW  
\_\_\_\_ \*FILE A SATISFACTION OF JUDGEMENT (TENANT PAID THE JUDGEMENT AFTER COURT)
3. NAME OF ADULT TENANT (S) INCLUDING SOCIAL SECURITY NUMBER IF KNOWN:  

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4. TENANT'S APARTMENT NUMBER AND ADDRESS:
5. MONTHLY RENT (**PLEASE INCLUDE TAX AND EXCLUDE LATE FEES**):
6. TOTAL RENT DUE (**PLEASE INCLUDE TAX, PRIOR BALANCE AND EXCLUDE LATE FEES**):
7. LATE CHARGE AND HOW CALCULATED:  
DAILY \_\_\_\_\_ FLAT \_\_\_\_\_
8. UTILITY/WATER CHARGES IF ANY:  
MONTHLY \_\_\_\_\_ FLAT \_\_\_\_\_
9. RENTAL CONCESSIONS:
10. TYPE OF NOTICE SERVED:
11. DATE NOTICE WAS SERVED AND HOW IT WAS SERVED (CERTIFIED OR HAND DELIVERED):
12. NAME OF PERSON SENDING OVER THE INFORMATION AND PHONE NUMBER/EXT:

**PLEASE INCLUDE WITH THIS FAX A COPY OF THE LEASE IN ITS ENTIRETY, CONCESSION FORMS AND ANY NOTICE THAT WAS SERVED ON THE TENANT.**

**\*IT IS NOT NECESSARY FOR MANAGEMENT TO APPEAR IN COURT EXCEPT FOR EVICTIONS INVOLVING NON-COMPLIANCE, IMMEDIATE TERMINATIONS OR NON-PAYMENT OF RENT UNLESS OTHERWISE NOTIFIED.**

**NOTICE OF INTENT TO TERMINATE RENTAL AGREEMENT  
FOR NON-PAYMENT OF RENT  
(FIVE DAY NOTICE)**

To: \_\_\_\_\_  
& Any/All Occupants  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Please be advised that the filing of a lawsuit against you for Forcible Detainer by \_\_\_\_\_ (owner/management) is imminent because you have been in arrears on the payment of your rent for the above named premises since \_\_\_\_\_ in the amount of \$ \_\_\_\_\_. As provided in your rental agreement, this sum includes late charges of \$ \_\_\_\_\_ per \_\_\_\_\_, which will continue to accrue at that rate.

If legal action is instituted, not only is it likely that the court will award Judgment to the owner/management company for the above sum and order that you vacate the premise, but it is likely that you will be ordered to pay all court costs, attorney fees, and rental concessions.

We would like to give you an opportunity to resolve this matter prior to the initiation of legal action, it will save all involved time, energy and money. To do so, you must contact your property manager immediately and deliver the full sum due.

Absent the above action, be advised that, pursuant to **A.R.S. SEC. 12-1171(A)(1)**, it is hereby demanded that you surrender the above-described premises forthwith. If you have not complied with the demand for possession on the fifth (5<sup>th</sup>) day after notice herein, you will be deemed by law to be in forcible detainer.

Further, pursuant to **A.R.S. SEC. 33-1368(B)**, you are hereby notified that each day your rent continues to be delinquent, within a minimum of five (5) days from the date hereof, will, without further act or notice by management, result in the immediate termination of your rental agreement as of this date: \_\_\_\_\_, or five (5) days after receipt of this notice. Management expressly does not waive the right to bring an action against you for all unpaid rent from the date of your vacating the premises until such time as the property is re-rented or your fixed term lease expires, whichever comes first. You are given notice herein that you shall be liable for said sums.

If you fail to pay the aforesaid sums, plus any additional late charges, within the time specified herein and continue to occupy the premises past the termination date, legal action will be brought against you for eviction and recovery of possession, monetary damages, reasonable attorney fees and court costs. Furthermore, if your occupancy beyond the termination date is intentional, then pursuant to **A.R.S. SEC. 33-1375**, as amended, you may also be subject to additional damages equal to twice your monthly rent or twice management's actual damages, whichever is greater. Please be further advised that your deposit may not be used for rent. Pursuant to **A.R.S. SEC. 33-1321**, the deposit or an itemization of damages will be sent to you at your forwarding address within fourteen (14) business days of your vacating the premises and return of all keys. The premises must be left in a clean and undamaged condition.

You are liable for the full term if your lease and will be held to the full term of your lease or until the premises are re-rented. If you are on a month-to-month tenancy, then you are liable for all unpaid rent from the date you vacate the property and an additional thirty day period or the re-rent date, whichever comes first. Furthermore, you are also liable for any lease break fees and rental concessions.

BY: \_\_\_\_\_

( ) Hand Delivered this date: \_\_\_\_\_

( ) Certified Mail this date: \_\_\_\_\_

**NOTICE OF NON-ACCEPTANCE OF PARTIAL PAYMENT**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

This letter is to inform you that the monies you attempted to tender on \_\_\_\_\_ constitute a partial payment of your monthly rental amount. In accordance with A.R.S. § 33-1371, we do not accept partial payments of rent or cannot accept your partial payment because of other pending legal issues. Enclosed please find the return of your partial payment. Furthermore, if you have not previously been served, enclosed herewith is your 5-day notice for your failure to pay rent on a timely basis.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Hand delivered  
Certified mail on this date: \_\_\_\_\_, 20\_\_\_\_, to:

By: \_\_\_\_\_

**PARTIAL PAYMENT WAIVER AGREEMENT  
AND PROMISSORY NOTE  
(TERMINATION FOR NON-PAYMENT)**

In consideration of my occupancy after \_\_\_\_\_, I promise to pay \_\_\_\_\_ my unpaid rent in the amount of \_\_\_\_\_, which includes property

assessed late charges of \_\_\_\_\_, payable as follows:

DATE DUE:	AMOUNT:	PAID THRU DATE:
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In accordance with A.R.S. Sec 33-1371, I understand and agree that Management does not waive its right under law or under my Rental Agreement. I re-affirm my agreement to pay rent no later than the First day of each month. I also understand and agree that I am currently in default on the payment of my rent.

Pursuant to Article 5, Chapter 10, 33-1368 (B), as amended, I am hereby notified that my failure to pay the above amount plus the \_\_\_\_\_ per day for each additional day my rent is delinquent, within five (5) days from the date hereof my rent is not paid in full or if I do not make all payments according to the schedule above without further act or notice by Management will result in termination of my rental agreement.

I further agree...An eviction action can be filed without further notice, or, in the event a Judgment has already been issued, A Writ of Restitution can be filed without further notice. Furthermore, if my occupancy beyond the termination date is intentional, then pursuant to A.R.S. Sec. 33-1375, as amended, I may also be subject to twice my monthly rent or twice Management's actual damages, whichever is greater.

I further agree that, \_\_\_\_\_ (Owner/Agent), by entering into this agreement, is not waiving its legal remedies against me for the possession of the premises, including commencing a Forcible Detainer action to regain possession of the premises and obtain a Judgment for accrued and unpaid rent, or if Judgment has been entered, re-taking possession of the premises, pursuant to a Writ of Restitution if necessary, should I default the terms and conditions herein. I further waive any and all rights I may have under A.R.S. Sec. 33-1371.

Dated this day \_\_\_\_\_ 2008.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TO: \_\_\_\_\_ **NOTICE OF INTENTION TO TERMINATE FOR MATERIAL BREACH  
OF RENTAL AGREEMENT**

\_\_\_\_\_  
& ANY/ALL OCCUPANTS  
\_\_\_\_\_  
\_\_\_\_\_

Please be advised that pursuant to **A.R.S. SEC. 33-1368(A)**, your rental agreement for the premises described above shall terminate ten (10) days from the date of your receipt, as defined by law, of this notice if you have not completely and permanently remedied the following defaults within the above time limits.

Explanation of Violations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your failure to comply in full with this notice will result in the termination of your right of possession, under your rental agreement, within ten (10) days from the date of your receipt, as defined by law, of this notice and the immediate filing if a special detainer action in which you additionally may be liable for accrued rent, late charges, all rental concessions and attorney fees, and costs and/or such other remedial action to which the owner or its representative may be entitled to by law. This notice and any action taken pursuant to it by the owner or its representative may not be construed as, and is not intended as, waiver of other rights or remedies or an election of remedies.

In the event you commit or permit the reoccurrence of defaults which are the same or similar to those defaults specified above during the term of your lease, your rental agreement will terminate within ten (10) days after delivery by owner or its representative of a written notice advising you of your second noncompliance, and owner and/or its representatives will be entitled to file a special detainer action and/or pursue any other remedies available under the law.

DATE:

BY:

( ) Hand Delivered this date: \_\_\_\_\_

( ) Certified Mail this date: \_\_\_\_\_

**TEN DAY NOTICE OF INTENT TO TERMINATE RENTAL AGREEMENT FOR SECOND NON COMPLIANCE VIOLATION**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

& ANY/ALL OCCUPANTS

\_\_\_\_\_

\_\_\_\_\_

Please be advised that pursuant to A.R.S. 33-1368A, your rental agreement dated \_\_\_\_\_ for the above described premises shall terminate TEN (10) days from the date of your receipt (as defined by law) of this notice for the reason that there has been a second non-compliance of the same or similar nature involving the previous notice to you dated \_\_\_\_\_.

The violation(s) is:

\_\_\_\_\_

\_\_\_\_\_

Your failure to comply in full with this notice will result in the filing of a Forcible Detainer Action against you to remove you from the premises. The Landlord may be entitled to all rent due and owing, plus attorney fees and costs. Furthermore, pursuant to A.R.S. 33-1375C, if your hold-over is considered intentional and not in good faith, the Landlord will request all appropriate damages pursuant to said statute, including repayment of all rental concession.

By: \_\_\_\_\_

( ) Hand Delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

( ) Certified Mailed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**NOTICE OF INTENT TO TERMINATE FOR MATERIAL  
BREACH OF RENTAL AGREEMENT**

TO: \_\_\_\_\_  
    & ANY/ALL OCCUPANTS  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

Please be advised that pursuant to A.R.S. 33-1368(A), your rental agreement dated \_\_\_\_\_ for the above described premises shall terminate ten (10) days from the date of your receipt, as defined by law, of this notice for the following reasons:

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Please be advised that if the above violations include material falsification of information provided on the rental application, then you must vacate at the end of the ten day period. Your failure to comply in full with this notice will result in the immediate filing of a special detainer action in which you additionally may be liable for accrued rent, late charges, rental concessions and attorney fees, and costs and/or such other remedial action to which the owner and/or its representatives may be entitled by law. This notice and any action taken pursuant to it by the owner or its representative may not be construed as, and is not intended as, a waiver of other rights or remedies or an election of remedies.

BY: \_\_\_\_\_

( ) Hand delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

( ) Certified mailed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**IMMEDIATE TERMINATION NOTICE**

To: \_\_\_\_\_  
& Any/All Occupants  
\_\_\_\_\_  
\_\_\_\_\_

**IT HAS COME TO MANAGEMENT’S ATTENTION** that you, members of your family or your guests have engaged in material and irreparable conduct in and about the premises, including the following:

Because of such conduct, please be advised that you have irreparably breached material provisions of your rental agreement and that Management has, pursuant to **A.R.S. SEC. 33-1368(A)**, terminated such agreement effective herewith. Demand is hereby made that you vacate your apartment immediately. Should you fail to do so, an action will be commenced against you in Forcible Detainer for recovery of possession and damages.

Moreover, should your hold-over of the premises beyond such date and time be considered willful and not in good faith, then pursuant to **A.R.S. SEC. 33-1362(C) AND 33-1375(C)**, you will be liable for twice your monthly rental rate, or twice the actual damages to Management, whichever is greater. Should any of these remedies be commenced against you, you will also be liable for court costs, attorney fees, rent concessions and lease break fees.

Should you wish to avoid the costs and remedies set forth herein above, you are advised to vacate the premises immediately.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

( ) Hand Delivered this date: \_\_\_\_\_

( ) Certified Mail this date: \_\_\_\_\_

**ACCESS**

TO: \_\_\_\_\_  
& ANY/ALL OCCUPANTS  
\_\_\_\_\_  
\_\_\_\_\_

PURSUANT TO A.R.S SEC. 33-1343, your rental unit will be entered and inspected on the following date: \_\_\_\_\_ between the hours of 9:00 A.M. and 5:00 P.M., or as specified below, which is at least 48 hours from notice date and time.

Should this create an inconvenience, please contact management immediately. Failure to allow access may result in the termination of your lease and an action for possession to be immediately commenced, pursuant to A.R.S. sec. 33-1376, without further notice to you.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

( ) Hand Delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

( ) Certified Mailed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_



**NOTICE NOT TO RENEW RENTAL AGREEMENT**

To: \_\_\_\_\_  
& ANY/ALL OCCUPANTS

DATE:

Please be advised that the term of your Rental agreement for the property you occupy expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. Please be advised that we have elected not to renew your rental agreement or allow it to continue to be in effect beyond the expiration date noted above. Accordingly, your lease and possession of the rental premises shall cease on the expiration date. Please vacate on or before this date. All rent must be paid through the end of your lease. Please notify us immediately if you request to be present at the Move-Out Inspection at your rental premises. Your security deposit will be applied towards any damages beyond normal wear and tear. All rent must be paid through the expiration of your lease and your security deposit may not be used for your last month=s rent. At your option, please feel free to provide us with a forwarding address so that your refundable security deposit and/or any deduction from it may be properly mailed to you.

BY: \_\_\_\_\_

( ) Hand Delivered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

( ) Certified Mailed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**NOTICE OF INTENTION TO TERMINATE FOR  
MATERIAL BREACH OF RENTAL AGREEMENT**

TO: \_\_\_\_\_  
& ANY/ALL OCCUPANTS  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

Please be advised that pursuant to **A.R.S. SEC. 33-1368(A)**, your rental agreement, dated \_\_\_\_\_ for the premises described above, shall terminate five (5) days, for health and safety, from the date of your receipt, as defined by law, of this notice if you have not completely and permanently remedied the following defaults within the above time limits.

Explanation of Violations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your failure to comply in full with this notice will result in the termination of your right of possession, under your rental agreement, within five (5) days, for health and safety, from the date of your receipt, as defined by law, of this notice and the immediate filing if a special detainer action in which you additionally may be liable for accrued rent, late charges, all rental concessions and attorney fees, and costs and/or such other remedial action to which the owner or its representative may be entitled to by law. This notice and any action taken pursuant to it by the owner or its representative may not be construed as, and is not intended as, waiver of other rights or remedies or an election of remedies.

In the event you commit or permit the reoccurrence of defaults which are the same or similar to those defaults specified above during the term of your lease, your rental agreement will terminate within ten (10) days after delivery by owner or its representative of a written notice advising you of your second noncompliance, and owner and/or its representatives will be entitled to file a special detainer action and/or pursue any other remedies available under the law.

BY: \_\_\_\_\_

( ) Hand Delivered this date: \_\_\_\_\_

( ) Certified Mail this date: \_\_\_\_\_

## DEALING WITH TENANTS POSSESSIONS

### ABANDONMENT

A. Absence of tenant from dwelling unit without notice to landlord for at least seven (7) days and rent due for ten (10) days.

OR

B. Absence for five (5) days and no possessions left and rent delinquent for five (5) days.

1. Post written Notice of Abandonment on door and mail certified to last known address or to any alternate address known to landlord.

2. Wait five (5) days

3. No contact from tenant- enters and change locks.

OR

4. Tenant contacts landlord- cannot proceed with lockout.

5. Inventory property and send copy plus Notice of Abandoned Property certified mail to last known address,

OR

Dispose of property if value is less than cost to move and store and conduct public sale but only if lease allows this in writing.

6. Hold property ten (10) calendar days- tenant allowed one (1) entry to remove personal effects (medicine, tools, clothes, identification or financial or employment documents, etc.). If tenant does not pay storage cost for rest of property, then landlord sells at public sale, retains proceeds to apply to outstanding rent or other costs covered in the lease or allowed by Landlord. Excess proceeds to be mailed to tenants last

### WRIT OF RESTITUTION (CONSTABLE LOCKOUT)

Known address.

7. For twelve (12) months, keep records and hold excess proceeds if undeliverable

THE ABOVE IS INTENDED TO BE A GENERAL OUTLINE- FOR SPECIFIC SITUATIONS SEE A.R.S. 33-1370 OR A.R.S. 33-1368 (E), (F) AND (G)

1. Inventory and store for twenty-one (21) days after lockout. Send inventory and Notice to last known address and to any alternate address, certified mail, return receipt requested.

2. Tenant allowed one (1) entry during twenty-one (21) day period to remove personal effects (medicine, tools, necessary papers and clothes, etc.). Otherwise to reclaim property, tenant must pay reasonable costs of storage, moving and inventory.

Tenant does not reclaim property, sell/dispose after twenty-one (21) days. If Tenant contacts Landlord before items disposed of, add an additional five (5) days time. Tenant allowed one (1) entry to remove personal effects (as listed above). If tenant does not pay storage costs for rest of property, then landlord sells at public sale, retains proceeds to apply to outstanding rent or other costs covered in the lease or allowed by Landlord/Tenant Act incurred by landlord. Excess proceeds to be mailed to tenants= last known address.

For twelve (12) months, keep records and hold excess proceeds if undeliverable

PURSUANT TO 15 U.S.C. § 1692E(11), PLEASE BE ADVISED THAT THIS COMMUNICATION IS FROM A DEBT COLLECTOR

## SECURITY DEPOSIT DISPOSITION LETTER

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This letter is to inform you that the monies you paid as security deposit in the amount of \$ \_\_\_\_\_ for the home rented at \_\_\_\_\_, has been applied to monies owed at the time you vacated the home. The balance owed to you/by you is \$ \_\_\_\_\_.

1. Unpaid rent from \_\_\_\_\_ to \_\_\_\_\_\*
2. Damages to the unit as follows (see attached receipts): \_\_\_\_\_  
\_\_\_\_\_

3. Costs incurred to clean the unit as follows (see attached receipts): \_\_\_\_\_  
\_\_\_\_\_

4. Additional amounts pursuant to the lease agreement that are the tenant's responsibility for the entire term of the lease\*:

- a) \$ \_\_\_\_\_ for unpaid utilities
- b) \$ \_\_\_\_\_ yard maintenance
- c) \$ \_\_\_\_\_ pool maintenance

5. Other costs incurred permitted by Arizona Law and/or the lease:

- a) \$ \_\_\_\_\_ advertisement or commission to rent
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

Demand is hereby made to pay the above stated sums within thirty days or I will seek all legal remedies.

By: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Hand delivered on this date: \_\_\_\_\_, 200\_\_  
\_\_\_\_\_ Certified mail on this date: \_\_\_\_\_, 200\_\_

By: \_\_\_\_\_

\*Through the end of the lease or until the residence was re-rented whichever is less.

If the residence re-rents prior to the expiration of the lease, an updated disposition and demand will be forwarded to you and the amount owed will be reduced accordingly.

\*\*This letter is an attempt to collect on a debt. Any information provided will be used to collect a debt owed. Unless you dispute the validity of the debt, or any portion thereof, within 30 days of the receipt of this letter, it will be assumed to be valid. If the dispute is received in writing, debt verification, or a copy of judgment, will be obtained and mailed to you. If requested in writing within 30 days of receipt of this letter, original creditor's name and address will be provided.\*\*

**PERMISSION FOR ACCESS FOLLOWING DEATH ,  
INCAPACIATION, or INCARCERATION**

I, \_\_\_\_\_ (tenant) hereby authorize the following person(s) to access my apartment/home for the sole purpose of removing all of my possessions in the event that I pass away, become incapacitated, or incarcerated:

\_\_\_\_\_ (name)

\_\_\_\_\_ (contact phone number)

\_\_\_\_\_ (contact address)

I understand that if the Landlord is unable to contact the above named person at the address and phone number provided by me, or if the above named person fails to respond to my landlord's request to remove the items within ten (10) days, then my Landlord may proceed with deeming these items abandoned under the Abandonment Statute, ARS 33-1370, and may dispose of all property remaining in the unit pursuant to Arizona law.

If the authorized person(s) come to retrieve the property, that person must present to the Landlord a valid United States government issued identification confirming that person's identity before the property can be removed. If the authorized person contacts the Landlord within 10 days of the Landlord's initial attempt to contact them, then that person shall have twenty (20) days, or the last day for which rent is paid, whichever is longer, to remove the property and return the keys, during regular business hours. If the property is not completely removed, the Landlord shall abide by ARS 33-1370. The Landlord may destroy or otherwise dispose of some or all of the property if 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. Following the above, the Landlord shall have no further liability to the Tenant, Tenant's Estate, and Tenant's Heirs for loss, damage or stolen property.

If the authorized person fails to voluntarily leave the premises after the agreed upon access period, the Landlord shall have the right to immediately lock the premises and require the authorized person to leave. If the authorized person fails to leave upon request, the Landlord shall have the immediate right to call the police and have them removed. Nothing in this agreement or by permitting access will constitute the creation of a new lease with the authorized person nor otherwise that person to reside in the property during the period that they are removing said items.

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

**NOTICE OF LOCATION OF ABANDONED  
PERSONAL PROPERTY**

TO: \_\_\_\_\_

RE: \_\_\_\_\_

The above referenced dwelling unit was previously deemed to have been abandoned, consistent with the provisions of A.R.S. Sec 33-1370. Thereafter, a Notice of Abandonment was duly mailed to you at your last known address by certified mail, return receipt requested. In addition, the Notice of Abandonment was posted for at least five (5) days on the door of the dwelling unit or at another conspicuous place on the property. Following this five (5) day period, the undersigned landlord took possession of the dwelling unit as allowed by law.

This notice is to inform you that any personal belongings found in the unit at this time has been removed and placed in storage. The items are located at the following location:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The subject dwelling unit and the personal property abandoned within the unit were taken into possession by the landlord on this date: \_\_\_\_\_. The items of personal property taken at such time will be held for a period of ten (10) days beginning with the first rental date occurring after the Landlord=s declaration of abandonment. If you desire to claim the personal property, you must contact the landlord promptly. After expiration of the holding time prescribed by law, such personal property will be sold or otherwise disposed of by the Landlord according to the provisions of the law.

You are informed that if you notify the Landlord in writing, on or before the date the landlord sells or otherwise disposes of the personal property, that you intend to remove the personal property from the dwelling unit or place of storage, you will have five (5) days to reclaim the personal property. To reclaim the personal property, you may be required to pay the landlord for the costs of removal and storage for the period of time your personal property remained in the landlord=s safekeeping.

You are further informed that the Landlord will proceed in dealing with the subject personal property according to provisions of law, particularly A.R.S. 33-1370. You may wish to review the Statute and consult an attorney to determine any rights you may have that would be affected in these regards.

Date: \_\_\_\_\_

Certified Mail/Hand-delivered.

(circle one)

By: \_\_\_\_\_

**FIVE DAY NOTICE TO VACATE**

TO: \_\_\_\_\_  
    & ANY/ALL OCCUPANTS  
\_\_\_\_\_  
\_\_\_\_\_

**NOTICE IS GIVEN PURSUANT TO A.R.S. SEC. 12-1171** et. seq. that your occupancy is unauthorized. You have five (5) days from the date of this notice. If you fail to vacate as requested, legal action will be taken for possession of the property, fair rental value of the premises, court costs and attorney fees.

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_

( ) **Hand Delivered this date:** \_\_\_\_\_

( ) **Certified Mail this date:** \_\_\_\_\_

## **TRESPASSER NOTICE**

**To:**

**Pursuant to Arizona law, you are not authorized to be on the premises known as:**

**(Address)**

**You are to remove yourself immediately from said premises and not return. Should you be found on the premises at any time from this point forward, you will be removed as authorized by law. This notice is being given to you pursuant to A.R.S. 33-1502 and A.R.S. 13-1504 and common law. Should Owner/Agent be required to have you removed, Owner/Agent reserves the right to request all legal remedies available to them including payment of any attorney fees and court costs which may be incurred.**

**Date:**

**By:**

**STIPULATION AND NON-WAIVER**  
**ACCEPTANCE OF MONIES AFTER JUDGMENT**

In consideration of my occupancy until \_\_\_\_\_ at 12:00 Midnight, I agree to pay the Judgment entered against me in the \_\_\_\_\_ Court in case number \_\_\_\_\_, in the amount of \$ \_\_\_\_\_ in full by \_\_\_\_\_. I agree and acknowledge that this payment does not reinstate my lease agreement.

I further agree that Landlord/Agent may change locks on the premises located above on \_\_\_\_\_ without applying for a Writ of Restitution. I further agree that this stipulation does not include a waiver of the Landlord's rights in any manner if I fail to vacate the premises by the agreed upon date. Additionally, I agree that this stipulation does not encompass any claim for damages the Landlord may have against me for the condition in which the premises are left, or for any rent due and unpaid and owing after \_\_\_\_\_. Once the premises are vacated and the Judgment has been paid in full, the Landlord agrees to satisfy the Judgment.

I further agree that I was represented by Counsel, or had the opportunity to be represented by Counsel, regarding this Agreement and agree to not contest the terms of this Stipulation.

**I HAVE READ THIS RELEASE, UNDERSTAND IT, AND AM SIGNING IT VOLUNTARILY.**

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Landlord/Agent

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

## CRIME FREE ADDENDUM TO RENTAL AGREEMENT

In consideration of the execution of or renewal of a lease of the unit identified in the rental agreement, the parties agree as follows:

1. Tenant, any members of the tenant=s household or a guest or other person under the tenant=s control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. ADrug- related criminal activity@ means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act {21 U.S.C. 02}).
2. Tenant, any member of the tenant=s household or a guest of other person under the tenant=s control, **shall not engage in any act intended to facilitate criminal activity,** including drug-related criminal activity, on or near the said premises.
3. Tenant, any member of the household or guest, **will not permit the unit to be used for, or to facilitate, criminal activity,** including drug-related, regardless of whether the individual engaging in such activity is a member of the household or guest.
4. Tenant, any member of the tenant=s household or guest, or another person under the tenant=s control, **shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance** as defined in A.R.S. 13-3451, at any locations, whether **on or near the premises or otherwise.**
5. Tenant, any member of the tenant=s household, or a guest or another person under the tenant=s control **shall not engage in any illegal activity, including prostitution,** as defined in A.R.S. 13-1211, criminal street gang activity as defined in A.R.S. 13-105 and 13-2308, **threatening or intimidating** as prohibited in A.R.S. 13-1202, assault as prohibited in A.R.S. 13-1203 including but not limited to **the unlawful discharge of firearms,** on or near the premises or **any breach of the rental agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage,** as defined in A.R.S. 33-1368 (A).
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY.** A **single** violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a **single** violation shall be good cause for **immediate termination of the rental agreement** under A.R.S. 33-1368. Unless otherwise provided by law, proof of violation **shall not require criminal conviction** but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the rental agreement, the provisions of the addendum shall govern.
8. Tenant hereby authorizes Landlord to use all police generated reports as direct evidence in all eviction hearings and trials for violation of this addendum.

9. This **ADDENDUM** is incorporated into the rental agreement executed or renewed this day between Landlord and Resident.
10. Tenant acknowledges that the if the lease is terminated all rental concessions were become due and owing and that the tenant will be liable for lease-break fees and all rent due for the remainder of the lease term.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Landlord:

\_\_\_\_\_

Resident:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## THIRTY DAY TERMINATION NOTICE

To: \_\_\_\_\_  
& Any/All Occupants  
Address: \_\_\_\_\_  
\_\_\_\_\_

PURSUANT TO ARIZONA REVISED STATUTES SECTION 33-1375B, your rental agreement with \_\_\_\_\_ for the premises above will terminate thirty (30) days from your next rental due date, which is \_\_\_\_\_. You must vacate by the following date:\_\_\_\_\_.

Please remove yourself from the premises on or before that date. You are responsible to keep all rental payments current through the date listed above as your final move-out date. If you fail to vacate timely, your holdover may be considered willful and entitle the landlord to two months' rent or actual damages, whichever is greater, pursuant to ARS 33-1375(c). Once again, you are reminded to pay all rent as it becomes due as per your rental agreement. You may not use your security deposit or any other deposits paid by you towards the rent payment, unless there is a written document designating those deposits as last month's rent.

DATE:\_\_\_\_\_

BY:\_\_\_\_\_

(  ) Hand Delivered this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

(  ) Certified Mail this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

## Five Day and Twelve Day Notice Letter

To: \_\_\_\_\_  
(Name of Check Issuer/Passer)

Date:

You are hereby notified, pursuant to law, that the check or instrument shown or describe below, issued by you, has been dishonored.

Instrument/Check Number: \_\_\_\_\_

Instrument/Check Date:

Originating Institution, Bank or other Drawee:

Amount: \_\_\_\_\_

Payable to:

Reason for Dishonor:

(Marked on Instrument)

Pursuant to Arizona law, you have twelve (12) days from receipt of this notice to pay/tender to the holder named below the full amount of the check or the instrument, with all reasonable and protest fees. Unless this amount is paid in full within the time specified above, the holder of the dishonored check or instrument may: 1) turn it and all other available information relating to this incident to the County Attorney for criminal prosecution or 2) file suit and be entitled to twice the amount of your check plus attorney fees and court costs.

Please be advised that the filing of a lawsuit against you for Forcible Detainer by \_\_\_\_\_ (owner/management) is imminent because you have been arrears on rent in the amount of \$ \_\_\_\_\_. As provided in your rental agreement, this sum includes late charges of \$ \_\_\_\_\_ per \_\_\_\_\_, which will continue to accrue at that rate. Also, you are liable pursuant to your lease for a returned check charge of \$ \_\_\_\_\_.

Further, pursuant to A.R.S. 33-1368(B), you are hereby notified that each day your rent continues to be delinquent, within a minimum of five (5) days from the date hereof, will, without further act or notice by management, result in the termination of your rental agreement as of this date: \_\_\_\_\_, or five (5) days after receipt of this notice. Management expressly does not waive the right to bring an action against you for all unpaid rent from the date you vacate the premises until such time as the property is re-rented or your fixed-term lease expires, whichever comes first, and for any lease break fees and rental concessions. You are given notice herein that you shall be liable for said sums.

DATED: \_\_\_\_\_ BY: \_\_\_\_\_

Hand Delivered this date: \_\_\_\_\_

Certified Mail this date: \_\_\_\_\_

## ACCESS AGREEMENT

The parties hereby acknowledge that the Writ of Restitution has already been executed and that the premises have been returned to the Landlord.

The Landlord hereby agrees to allow the Tenant access to the premises for the sole purpose of removing their possessions. Access is granted on \_\_\_\_\_(day) day of \_\_\_\_\_ (month) 200\_\_, from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm.

Any property left behind after the authorized access period will be deemed to be abandoned and may be disposed of in any manner the Landlord deems is appropriate. Tenant waives their right to require Landlord to move, inventory or store the Tenant's possessions, and Landlord waives their right to require the Tenant to pay any cost to inventory, move or store the property since the Writ was executed.

If the Tenant fails to voluntarily leave the premises after the agreed upon access period, the Landlord shall have the right to immediately lock the premises and require the Tenant to leave. If the Tenant fails to leave upon request, the Landlord shall have the immediate right to call the police and have the Tenant removed.

All parties agree that this access agreement is for the sole purpose of removing the Tenant's possessions and does not reinstate the lease nor will require any other legal action. Both parties agree that the local law enforcement may be given a copy of this agreement as authority to physically remove the Tenant from the premises.

Landlord: \_\_\_\_\_  
—

Tenant: \_\_\_\_\_  
—

**PURSUANT TO 15 U.S.C. § 1692E(11), PLEASE BE ADVISED THIS COMMUNICATION IS FROM A DEBT COLLECTOR**

Date: \_\_\_\_\_  
Mailed certified mail # \_\_\_\_\_ to:  
Tenant Last Known Address: \_\_\_\_\_  
Tenant Alternative Address: \_\_\_\_\_  
By Owner/Agent for Owner: \_\_\_\_\_

**NOTIFICATION PURSUANT TO ARS §33-1368**

YOU ARE HEREBY NOTIFIED THAT YOUR LANDLORD HAS TAKEN POSSESSION OF THIS DWELLING UNIT AND ALL ITEMS REMAINING ON THIS PROPERTY FOLLOWING THE EXECUTION OF A WRIT OF RESTITUTION. PURSUANT TO ARS §33-1368 THE LANDLORD SHALL HOLD THE TENANT'S BELONGINGS FOR TWENTY-ONE (21) DAYS FOLLOWING THE RETAKING OF THE PREMISES.

Your property must be reclaimed by \_\_\_\_\_, 2006. To reclaim your personal property, you must notify your Landlord, at \_\_\_\_\_ in writing of your request to retrieve you property. Additionally, you must pay the landlord for the cost of completing the attached inventory (\$ \_\_\_\_\_), cost of removal of said items from the premises (\$ \_\_\_\_\_), and the cost to store those items (\$ \_\_\_\_\_/day). Please review ARS §33-1368 for additional information regarding this process.

You are further notified that you do not have any right to access this property until all payments stated above have been paid EXCEPT for retrieving items specified in ARS §33-1368F. You must make arrangements with the Landlord for one re-entry to recover the specified items in ARS 33-1368F which include but are not limited to the following: clothing, tools or apparatus or books of trade or profession, identification or financial documents including those related the tenant's immigration status or employment status or public assistance or medical care.

Landlord shall sell or otherwise dispose of this property pursuant to ARS §33-1370 if you fail to retrieve property within specified time period. 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, incurred as a result of the tenant's breach or termination of the lease, or provided by Arizona Statute including Title 33, 10, 12 or 8. Furthermore, if provided by the 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, storing or conducting a public sale exceeds the amount that would be realized from the sale.

For a period of twelve months after the sale, the Landlord shall keep a record of the tenant's balance owed and the sale of the personal property. Additionally, the Landlord shall hold any excess proceeds which have been returned as undeliverable for the benefit of the tenant.

**\*\*This letter is an attempt to collect on debt. Any information provided will be used to collect a debt owed. Unless you dispute the validity of the debt, or any portion thereof, within 30 days of the receipt of this letter, it will be assumed to be valid. If the dispute is received in writing, debt verification, or a copy of judgment, will be obtained and mailed to you. If requested in writing within 30 days of receipt of this letter, original creditor's name and address will be provided.\*\***

TO:

<b>NOTICE OF RENT INCREASE</b>
--------------------------------

**You are hereby given thirty (30) days notice that your current rental amount of \$ \_\_\_\_\_ shall increase to the following amount of \$ \_\_\_\_\_ effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

**This Notice is given to you thirty days prior to your next rental payment and must be paid in full as it replaces your previous rental amount.**

**Served by personal delivery or certified mail on**

\_\_\_\_\_.

## ANATOMY OF AN APPEAL: THE LEGAL STEPS

*Every party to a lawsuit has the right to appeal the judge's decision. This includes landlords and tenants in a Special Detainer, commonly known as an eviction action. This article will provide a brief overview of the appeal process from Justice Court to Superior Court.*

Normally in eviction cases it is the tenant who appeals a judge's decision. The landlord has the same right to appeal but because of the costs and time it may take an appeal to run its course, very few landlords exercise this option.

Tenants, on the other hand, file the majority of eviction appeals. The reason may be to delay their removal from the apartment or to have the higher Court determine if the judge's decision was legally correct.

Under A.R.S. § 12-1179, either party may appeal from Justice Court to Superior Court by filing a written notice within five calendar days after "rendition of the eviction Judgment". Keep in mind that rendition of Judgment is when the judge gives his or her verbal decision, not necessarily when he or she signs a written form of Judgment, which might take a few days.

If the tenant does not file a written Notice of Appeal with the Court within the five days, the case cannot be appealed. Always check the date on the Notice of Appeal to make sure it has been filed timely.

Next, the tenant must post a bond(s) with the Court in the amount of the Judgment and pay all future rent to the Superior Court on the rental due date. If the tenant does not post the bond set by the Court, the Writ of Restitution (lockout) will not be stopped and the tenant would have to move out.

If the tenant does post the bond but fails to pay future rent to the Clerk of the Superior Court, the landlord can file a motion in Superior Court to dismiss the appeal or to allow the landlord to issue the Writ of Restitution and regain possession of the rental property.

If the tenant files the Motion of Appeal in time, posts all the bonds set by the Court and keeps the rent current, then the next requirement is to pay the appeal fee and file a written

brief. The written brief is the tenant's legal argument why they should not be evicted. The tenant must also get a transcript at the hearing and submit this with their brief. The landlord may also request a copy of the hearing and have it transcribed.

The Superior Court will allow the tenant approximately 20 days to pay a \$200.00+ fee. If not paid, the Appeal will be considered abandoned and returned to the Justice Court so the Writ of Restitution can be issued to remove the tenant.

Once the case is assigned to a particular judge, the Civil Appellate Rules of Procedure apply.

The tenant must file a written legal brief within 60 days after submitting his or her Notice of Appeal in Justice Court. If this is not done, a Motion to Dismiss the Appeal can be filed.

The brief tells the Court why the case was not properly decided by the Justice of the Peace. If the brief is timely filed, then the landlord must file his or her brief within 30 days. No new evidence may be submitted at this point.

Once the briefs are filed, the Court either sets a hearing date for oral arguments or simply reviews the entire file and issues a decision. Assuming all of the above procedures have been properly followed, the judge's decision may come anywhere from two to four months after the original court date in Justice Court.

The only exception is that if the tenant is being evicted for a material and irreparable breach (commonly called an Immediate Eviction), then the Justice Court must set an emergency hearing and can issue the Writ of Restitution and have the tenant locked out, even if the tenant has properly perfected their Appeal.

**NOTICE OF INTENTION TO TERMINATE FOR MATERIAL BREACH  
OF RENTAL AGREEMENT  
(Section 8 Residents)**

TO: \_\_\_\_\_  
DATE: \_\_\_\_\_  
& ANY/ALL OCCUPANTS

\_\_\_\_\_

Please be advised the pursuant to Arizona Revised Statutes, Sec. 33-1368(a), your rental agreement, dated \_\_\_\_\_ for the above described premises, shall be terminate ten (10) days from the date of your receipt, as defined by law, of this notice if you have not completely and permanently remedied the following defaults within the above time limits.

Explanation of violations:

Your failure to comply in full with this notice will result in the termination of your right of possession, under your rental agreement within ten (10) days from the date of your receipt, as defined by law, of this notice and the immediate filing of a special detainer action in which you additionally may be liable for accrued rent, late charges and attorney fees, and costs and/or such other remedial action to which the owner or its representative may be entitled to by law. This notice and any action taken pursuant to it by the owner or its representative may not be construed as, and is not intended as, waiver of other rights or remedies or an election of remedies.

In the event you commit or permit the reoccurrence of defaults which are the same or similar to those defaults specified above during the term of your lease, your rental agreement will terminate within ten (10) days after delivery by owner or its representative of a written notice advising you of your second noncompliance, and owner and/or its representatives will be entitled to file a special detainer action and/or pursue any other remedies available under the law.

**LANDLORD WILL ENFORCE THIS NOTICE ONLY BY BRINGING JUDICIAL ACTION. IF JUDICIAL PROCEEDINGS ARE COMMENCED, YOU MAY PRESENT A DEFENSE AS PROVIDED BY LAW. If requested by you within ten (10) days, management will meet with you to discuss this notice**

BY: \_\_\_\_\_

- ( ) Hand Delivered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_
- ( ) Certified mailed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_
- ( ) Regular mail this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**NOTICE OF INTENT TO TERMINATE RENTAL AGREEMENT FOR  
NON-PAYMENT OF RENT (TEN DAY NOTICE)  
SECTION 8 RESIDENTS**

To: \_\_\_\_\_  
& ANY/ALL OCCUPANTS

\_\_\_\_\_ UNIT NO. \_\_\_\_\_

Please be advised that the filing of a lawsuit against you for Forcible Detainer by \_\_\_\_\_ (owner/management) is imminent because you have been in arrears on the payment of your rent for the above named premises since \_\_\_\_\_, in the amount of \$\_\_\_\_\_. As provided in your rental agreement, this sum includes late charges of \$\_\_\_\_\_ per \_\_\_\_\_, which will continue to accrue at that rate.

If legal action is instituted, not only is it likely that the Court will award Judgment to the Owner/Management Company for the above sum and order that you vacate the premises, but it is likely that you will be ordered to pay all court costs and attorney fees.

We would like to give you an opportunity to resolve this matter prior to the initiation of legal action. It will save all involved time, energy and money. To do so, you must contact your property manager immediately and deliver the full sum due.

Absent the above action, be advised that, pursuant to Arizona Revised Statutes Sec. 12-1171(a)(1), it is hereby demanded that you surrender the above-described premises forthwith. If you have not complied with the demand for possession on the TENTH (10) day after notice herein, you will be deemed by law to be in forcible detainer.

Further, pursuant to ARS. Sec. 33-1368(B), you are hereby notified that each day your rent continues to be delinquent, within a minimum of TEN (10) days from the date hereof, will, without further act or notice by management, result in the immediate termination of your rental agreement as of this date: \_\_\_\_\_ or TEN (10) days after receipt of this notice. Management expressly does not waive the right to bring an action against you for all unpaid rent from the date of your vacating the premises until such time as the property is re-rented or your fixed term lease expires, whichever comes first. You are given notice herein that you shall be liable for said sums.

If you fail to pay the aforesaid sum, plus any additional late charges within the time specified herein and continue to occupy the premises past the termination date, legal action will be brought against you for eviction and recovery of possession, monetary damages, reasonable attorney fees and court costs. Furthermore, if your occupancy beyond the termination date is intentional, then pursuant to ARS. Sec. 33-1375, as amended, you may also be subject to additional damages equal to twice your monthly rent or twice management's actual damages, whichever is greater. Please be further advised that your deposit may not be used for rent. Pursuant to ARS. 33-1321, the deposit or an itemization of damages will be sent to you at your forwarding address within fourteen (14) business days of your vacating the premises and return of all keys. The premises must be left in a clean and undamaged condition.

You are liable for the full term of your lease and will be held to the full term of your lease or until the premises are re-rented. If you are on a month to month tenancy, then you are liable for al unpaid rent from the date you vacate the property and an additional thirty-day period or the re-rent date, whichever comes first. LANDLORD WILL ENFORCE THIS NOTICE ONLY BY BRINGING JUDICIAL ACTION. IF JUDICIAL PROCEEDINGS ARE COMMENCED, YOU MAY PRESENT A DEFENSE AS PROVIDED BY LAW. If requested by you within ten (10) days. management will meet with you to discuss this notice.

date: \_\_\_\_\_

Hand Delivered this

Certified Mail this date: \_\_\_\_\_

Regular Mail this date: \_\_\_\_\_

**By:** \_\_\_\_\_

**IMMEDIATE TERMINATION OF TENANCY FOR MATERIAL  
AND IRREPARABLE BREACH OF RENTAL  
AGREEMENT AND GOOD CAUSE.**

**Section 8 Residents**

To: \_\_\_\_\_  
& Any/All Occupants

DATE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**BECAUSE OF MATERIAL AND IRREPARABLE BREACH OF YOUR RENTAL AGREEMENT, YOUR TENANCY HAS BEEN TERMINATED.**

Explanation of violations:

Under A.R.S. 33-1368A and the terms of your rental agreement, your tenancy is hereby terminated and you must immediately vacate and surrender possession of your apartment to management.

**YOU MUST IMMEDIATELY SURRENDER POSSESSION OF THE PROPERTY TO MANAGEMENT AND REMOVE YOUR BELONGINGS.**

You will be guilty of Forcible Detainer if you refuse to move your property and turn over possession immediately. In addition, eviction proceedings may be initiated to recover possession of the property, monetary damages, reasonable attorney fees and court costs.

**LANDLORD WILL ENFORCE THIS NOTICE ONLY BY BRINGING JUDICIAL ACTION. IF JUDICIAL PROCEEDINGS ARE COMMENCED, YOU MAY PRESENT A DEFENSE AS PROVIDED BY LAW. If requested by you within ten (10) days, management will meet with you to discuss this notice.**

BY: \_\_\_\_\_

( ) Hand Delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

( ) Certified Mail Delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

( ) Regular Mail Delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**10 DAY NOTICE OF INTENT TO TERMINATE RENTAL AGREEMENT FOR SECOND NONCOMPLIANCE VIOLATION (Section 8 Residents)**

DATE:

TO: \_\_\_\_\_  
& ANY / ALL OCCUPANTS

\_\_\_\_\_  
\_\_\_\_\_

Please be advised that pursuant to Arizona Revised Statutes Sec. 33-1368A, your rental agreement dated \_\_\_\_\_ for the above described premises shall terminate TEN (10) days from the date of your receipt (as defined by law) of this notice for the reason that there has been a second non-compliance of the same or similar nature involving the previous notice to you dated: \_\_\_\_\_

The violation(s) is:

Your failure to comply in full with this notice will result in the filing of a Forcible Detainer Action against you to remove you from the premises. The Landlord may be entitled to all rent due and owing, plus attorney fees and costs. Furthermore, pursuant to A.R.S. 33-1375C, if your hold-over is considered intentional and not in good faith, the Landlord will request all appropriate damages pursuant to said statute.

**LANDLORD WILL ENFORCE THIS NOTICE ONLY BY BRINGING JUDICIAL ACTION. IF JUDICIAL PROCEEDINGS ARE COMMENCED, YOU MAY PRESENT A DEFENSE AS PROVIDED BY LAW. If requested by you within ten (10) days, management will meet with you to discuss this notice.**

BY: \_\_\_\_\_

( ) Hand Delivered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

( ) Certified Mail this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

( ) Regular Mail this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

All information used for the attached brochure was retrieved from Andrew M Hull's website:

**[www.doctorevictor.com](http://www.doctorevictor.com)**

To verify all of the attached information is correct, please visit the website for real-time information or call Andrew M. Hull for more information. RE/MAX Power Realty, Jeffery Tipton, or Aimee Burrell are not legally liable for the information we used from the [www.doctorevictor.com](http://www.doctorevictor.com) website.

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