



## Renter's Rights

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### **WHAT RIGHTS DO YOU HAVE IF THE PROPERTY THAT YOU ARE RENTING ENDANGERS YOUR HEALTH AND/OR SAFETY?**

The Arizona Landlord Tenant Act encourages landlords and tenants to maintain and improve the quality of housing. This set of laws documents the rights, obligations, and remedies available to each party in a landlord-tenant relationship. As a general example, landlords must comply with all of the building codes affecting the health and safety of the residents, and tenants must make timely rent payments and maintain the property in a reasonable condition. While health and safety codes differ from town to town, typical violations include broken stairs, exposed live wires, or leaking roofs.

You have the right to an apartment that is fit and habitable. If the apartment or common areas of the apartment complex are kept in a dangerous condition or are unsafe or unfit, the landlord must fix the problem in a timely fashion. Broken windows, doors that will not lock, and a rodent infestation are examples of problems that a landlord must be immediately address. See *A.R.S. 33-1324(A)(2)*.

You have a right to common areas that are safe and clean. A common area of an apartment complex is any place that all tenants can use and must share. This generally includes a common hallway, lounge, outdoor courtyard, pool, laundry room, or any other place shared by all tenants. See *A.R.S. 33-1324(A)(3)*.

You have the right to amenities that are in good working order. The landlord is obligated to keep electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other basic amenities in good working order. See *A.R.S. 33-1324(A)(4)*.

You have the right to an adequate trash removal service. The landlord must provide you with appropriate trash cans or dumpsters and assure that trash is removed in a timely fashion, so that it does not contribute to a pest infestation and/or a health hazard. See *A.R.S. 33-1324(A)(5)*.

You have the right to running water and reasonable amounts of hot water at all times. You have the right to a working air conditioner, if provided for in your rental agreement, or if installed by the landlord, even if the rental agreement is silent on the subject. See *A.R.S. 33-1324(A)(6)*.

You have the right to a signed copy of your lease and the name and address of the property owner and manager. You also have the right to notice if property leased or rented by you is subject to foreclosure.

You have the right to the early termination of your lease agreement as provided within the Service Member's Civil Relief Act or if you are a victim of domestic violence as defined under Arizona law, *A.R.S. Section 13-3601(A)*.

### **WHAT YOU CAN DO IF A LANDLORD VIOLATES YOUR RIGHTS?**

If a landlord materially violates your rights or provisions of your rental agreement, you may be able to terminate the lease and vacate the premises. Provide written notice to the landlord indicating he/she has breached the rental agreement. Under Arizona law, if the problem is not remedied within 10 days, from the day that the landlord receives notice, you may terminate the lease.

If the problem with the apartment makes it unsafe or materially affects the health and safety of the residents, you may demand the problem be fixed within 5 days of the landlord's receipt of notice. If the problem is not remedied within 5 days of receipt of notice, the rental agreement will terminate and you may vacate the premises. If the landlord corrects the problem within the specified time limit then the rental agreement will not terminate. If the lease terminates due to the landlord's fault, your security deposit must be returned to you. Additionally, you may sue for damages, or even obtain an injunction against your landlord if he/she violated the law. You cannot terminate your lease for a self-created or non-material issue. To avoid liability for unpaid rent, it is recommended that you consult the relevant law or an attorney before acting. See *A.R.S. 33-1361(A)*.

### **WHAT IF THE LANDLORD COMMITS A MAJOR BREACH, SUCH AS FAILURE TO PROVIDE HEAT, WATER, OR A/C?**

If the landlord fails to supply a/c, heat, running water, hot water, or any other essential services in violation of your rental agreement, send the landlord a termination of lease notice and/or move out temporarily until the problem is corrected. Provide the landlord written notice of the problem and ask him/her to fix it. If you wait a reasonable time for the problem to be fixed and the landlord fails to fix it, you have two options other than those discussed above:

First, you may vacate the premises until the problem is repaired. The rent will be abated (reduced) and you do not have to pay rent until the problem is corrected. If the substitute housing is more expensive than your lease, you may recover up to 25% of your monthly rent, per month, to cover the extra costs incurred. See *A.R.S. 33-1364(A)(3)*.

Second, you may continue to live in the premises and pay rent. You may then sue the landlord for the difference between the rental price and the fair rental value of the premises without the missing service. **You cannot simply stop paying rent.** However, if you are able to purchase the service for yourself, you may deduct its fair cost of the service from the monthly rent, provided you notify the landlord you are doing so. You may also join a group of tenants in paying your landlord's delinquent utility bill and deduct that amount from your rent. See *A.R.S. 33-1364(A)(2)*.

## **WHAT IF THE LANDLORD FAILS TO CORRECT A MINOR PROBLEM?**

If the landlord fails to make necessary repairs and the problem can be remedied for under \$300 or half the monthly rent, whichever is greater, you may hire a licensed contractor to make the necessary repairs. Before acting, you must notify the landlord of the problem and your intention to remedy it yourself and give the landlord an opportunity to make the necessary repairs. If the landlord fails to repair it within 10 days of notice, or less in the case of an emergency, you may hire a licensed contractor make the repair. Pay the contractor and obtain both an itemized statement and a waiver of lien. You may then provide a copy of both to the landlord with your next monthly rent check and deduct the cost of the repairs from the rent check. This provision does not apply if you or one of your guests caused the damage. See *A.R.S. 33-1363*.

## **WHAT IF THE LANDLORD REFUSES TO RETURN YOUR SECURITY DEPOSIT AFTER YOU VACATE THE PREMISES?**

The landlord cannot ask for more than one and a half month's rent as a security deposit. When you move in, the landlord must give you a signed copy of the lease, a form recording any damages to the property, and a written notice that you may be present at the move out inspection. Within 14 business days of vacation of the premises, the landlord must provide you, at your request, an itemized list of any damages for which he/she believes you are responsible. The landlord must also return the balance of your security deposit. If a cleaning deposit exists which is non-refundable, the rental agreement must specify as such. If the landlord fails to refund your security deposit or *refundable* cleaning fee within the 14 day period, you may sue him/her for the amount wrongfully withheld. You may also claim damages, if merited, at twice the amount withheld. See *A.R.S. 33-1321*.

## **WHAT TO DO IF THE LANDLORD RETALIATES AGAINST YOU FOR COMPLAINTS?**

A landlord cannot retaliate against a tenant by increasing rent, decreasing services, or by bringing or threatening to bring an action for eviction if you have:

- (1) Complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health and safety.
- (2) Complained to the landlord of a violation under the Arizona Landlord Tenant Act.
- (3) Organized or become a member of a tenants' union or similar organization.
- (4) Complained to a governmental agency charged with the responsibility for enforcement of the wage-price stabilization act. See *A.R.S. 33-1381*.

If you believe that your landlord has unlawfully retaliated against you in accordance with this section, contact 56 FW/JA for an appointment as you may be entitled to a remedy as a result of landlord misconduct.

## **RESOURCES**

- Further information about Arizona Landlord/Tenant Law and applicable resources are available on the Arizona Superior Court, Maricopa County website. <https://www.superiorcourt.maricopa.gov/LawLibrary/SelfHelpResources/guides.asp>
- A complete copy of the Arizona Residential Landlord & Tenant Act is available at <https://housing.az.gov/general-public/arizona-residential-landlord-and-tenant-act>