LANDLORD AND TENANTS
PLAYING FAIR

Don’t judge me.
I was born
To be
Awesome,
Not perfect.

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GOAL: Understanding the ARLTA is the first step to ensuring that you know your rights and obligations
PURPOSE OF THE ARLTA

Simplify, Clarify, Modernize and Revise Law

Maintain and Improve Quality of Housing
BASIC REQUIRED TERMS:

Who is the actual Owner and is there a Property Manager......and why does that matter
ARS 33-1310(6) vs ARS 33-1322
Who is the Leaseholder (Tenant) vs authorized Occupants? Is there a Guest Policy?
Identification of Other Important Facts: ARS 33-1314

• Address (Legal v Physical) and Length of Lease

• *Very Important*
Condition of Premises/Move-in Checklist
Identification of Obligations

• Rent
  a. Amount
  b. When Due
  c. Where Due
  d. Acceptable Form of Payment

Key: What is the actual amount to be paid monthly (look for ‘other’ rent like admin fees)
Amenities and Appliances: To be Fixed..... or....As Is??????
Who Pays for What?
ARS 33-1314.01
Who is Responsible?
Other Rules?  ARS 33-1342
Landlord Duty:
Security Deposit

► ARS 33-1321

Refundable vs Non-Refundable?

Fees?

Max? What’s included? ARS 33-1310
4. Other Required Terms

• Availability and Location of ARLTA
• Existence of a Pending Trustee Sale
• Bedbug Educational Information (multifamily dwelling v single family/detached)
OPTIONAL TERMS IN LEASE

• Any Terms and Conditions That Are Not Prohibited-ARS 33-1315
• Rules and Regulations
• Transaction Privilege Tax
Other Rules?
Pet Addendum?
What about a working animal?
Suggested Addenda to Lease

Permission to Retrieve Possessions Following Death, Disability or Incarceration-ARS 33-1314(F)
Performance Requirements of Landlord
PERFORMANCE REQUIREMENTS OF LANDLORD

A. Condition at Move-In
   (1) Consideration for Repairing or Maintaining?
   (2) Put and Keep in Fit and Habitable, Good Working Order AND Reasonable Amount of Essential Services
ONGOING DUTIES TO MAINTAIN

- Make All Repairs and Keep in Fit and Habitable Condition
- Keep Common Areas Clean and Safe
- Repair of Health and Safety Issues v. Cosmetic
- Duty to Replace Items
MAINTENANCE v REPAIRS v IMPROVEMENTS

• Pool chemicals v Pool Parts
• Yard Maintenance  v  Landscaping
• Pool Barriers???????
PEST CONTROL

• Who is Really Responsible Even if the Lease Says the Tenant Is?

• Does Type of Pests Matter?
Pest Control

• Usual Pests

• Unusual Pests
SCORPIONS AND OTHER DESERT DWELLERS
TREATMENTS AGAINST SCORPIONS, CENTIPEDES, AND TARANTULAS

• You must use a certified pest control vendor.
• Application of powder /sealant around perimeter of building is very successful.
• Tenant may have brought in scorpions in boxes from storage.
• Do not allow tenant to store boxes items in a manner that creates a food or hibernation source.
Bed Bugs 101™
Information Everyone should know about Bed Bugs
PERFORMANCE REQUIREMENTS OF TENANTS
TENANT PERFORMANCE DUTIES

• Pay Rent On Time and Without Demand
• Maintain in Same Condition
• Yard Maintenance v Repair v Replacement
• Pool Maintenance v Repair v Replacement
Use the home in a reasonable manner
Duty to Report
Mutual Duties
ABILITY TO PERFORM
Mutual Duty

Owner vs Tenant
Remedies if Tenant breaches the lease

1. Non-Payment of Rent
2. Immediate and Irreparable breaches
3. Health and Safety Issues
4. Other Material breaches
Remedies if Landlord breaches the lease

The sink's leaking pretty bad... When can you get it fixed?

I gotta buddy that's terrible at everything... I'll send him over in a couple months.

LANDLORDS FROM HELL
Tenant has right to hire someone to fix it… and after giving Proper Notice

ARS 33-1363 (see limitations)
Procure Alternative Heating or Cooling: ARS 33-1364
Procure alternative housing: ARS 33-1364 (see limitations)
Biggest warning to both Landlord and Tenant

• Don’t refuse to perform your duties simply because the other party hasn’t performed theirs
GREAT ONLINE RESOURCES

1.  [www.azcourts.gov](http://www.azcourts.gov): Great videos, FAQ sheets and references for both landlord and tenant

2.  [www.h3landlordlaw.com](http://www.h3landlordlaw.com): Free legal updates and forms for all issues

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