

“Who has the Right to Enter Your Rental Property?”

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Property Access Rights

Tenant’s and Landlord’s Rights to Access the Dwelling Unit

Generally, a landlord does not have the right to enter their tenant’s dwelling without the tenant’s consent. However, under certain circumstances, a landlord does have the right to enter. These circumstances include:

- 1) Emergency situations;
- 2) After two (2) days written notice from the landlord to the tenant;
- 3) The tenant has abandoned or surrendered the premises; or
- 4) After fourteen (14) days written notice by the landlord to the tenant when the tenant’s failure maintain the premises has resulted in a situation which materially affects ones health or safety and can be remedied by repair.

Further, a tenant cannot unreasonably prevent the landlord from entering the dwelling unit for the purposes of:

- 1) Inspecting the premises;
- 2) Making necessary or agreed to repairs, decorations, alterations or other improvements;
- 3) Supplying necessary or agreed to services; or
- 4) Showing the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

Lastly, if a tenant makes a service request or request for maintenance on the landlord, the request by the tenant acts as permission from the tenant to the landlord to enter the dwelling unit for the sole purpose of facilitating the tenant’s service or maintenance request.

Tenant’s Remedies for Unlawful Access by Landlord

If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry, which are otherwise lawful but have the effect of unreasonably harassing the tenant, the tenant may obtain a court order to prevent the landlord’s unlawful, unreasonable or harassing actions or terminate the rental agreement. In addition to obtaining a court order or terminating the rental agreement, the tenant may also recover damages in an amount not less than one (1) month’s rent.

Landlord’s Remedies for Unlawful Access by Tenant

If the tenant refuses the landlord lawful access to enter the premise, the landlord may recover damages as well as force access through injunctive relief or terminate the rental agreement.

About the Author
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Scott F. Burns, Esq. is an Arizona attorney whose clientele include professional athletes, business owners, and families desirous of protecting their personal and professional legacies through the use of asset protection strategies, estate planning and business consulting.

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