

*“Your Obligation to Pay Rent.”***Landlord’s Right to Collect Rent****Introduction**

The Arizona Residential Landlord and Tenant Act (ARLTA) sets forth that tenants have a duty to pay rent unless their duty has been discharged by a breach committed by the landlord.

Landlord’s Remedies for Tenant’s Failure to Pay Rent

If the tenant fails to pay their rent within five (5) days of their receipt of a written notice by the landlord to either pay rent or vacate the premises, the landlord has the option to terminate the lease and file a Special Detainer Action. Further, once the landlord has provided the tenant with written notice, the landlord is under no obligation to give additional notice to the tenant prior to filing the Special Detainer Action. However, the tenant does have the right to reinstate the lease by paying all late rent plus the landlord’s attorney’s fees and court costs before the date of the judgment in the Special Detainer Action. If the judgment in the Special Detainer Action has been served upon the tenant, the landlord has the right to cut off all utilities to the premises.

Landlord’s Consequences for Accepting Partial Rent Payments

Landlords have no duty to accept a partial payment for rent or other charges from the tenant. However, if the landlord does accept a partial payment of rent and such payment is in violation of the rental agreement (i.e. because the tenant is required to pay the full rental amount), the landlord’s acceptance of the rent will act as a waiver of the landlord’s right to terminate the tenant’s rental agreement for breach unless the tenant signs a Partial Prepayment Agreement. If the tenant fails to pay the balance of the partial payment when due according to the terms of the Partial Prepayment Agreement within five (5) days of the landlord’s written notice to pay rent, the landlord may terminate the rental agreement by filing a Special Detainer Action.

CAUTION: – The acceptance of a partial payment of rent without entering into a Partial Payment Agreement will prevent a landlord from later terminating the tenant’s rental agreement for the tenant’s breach of duty to pay the full rental amount.

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