

*“What Happens when the Rental Agreement is Broken.”*

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## Landlord’s Right to Terminate a Rental Agreement

### Introduction

Under the Arizona Residential Landlord and Tenant Act (ARLTA), landlords are provided the ability to terminate residential rental agreements with their tenants in certain situations. If you are a landlord desirous of learning how to legally terminate a residential rental agreement, this article is for you as it discusses your rights under ARLTA.

### Termination Based on the Terms of the Rental Agreement

A rental agreement can generally be terminated pursuant to the terms of the agreement itself. Therefore, if the rental agreement sets forth that it will terminate upon the occurrence of a particular event, the rental agreement will generally terminate upon the occurrence of that event. For example, if a rental agreement forbids the tenant from throwing a party on the premises, the occurrence of a party on the premises could allow the landlord to terminate the rental agreement.

### Termination Based on Material False Information in the Rental Agreement

Tenants have a duty to provide their landlord with accurate information. A tenant’s failure to do so may result in a material falsification of the information provided in the rental agreement. A material falsification includes the following untrue or misleading statements about the:

- Number of occupants in the dwelling unit; (curable)
- Number of pets in the dwelling unit; (curable)
- Income of the prospective tenant; (curable)
- Tenant’s Social Security Number; (curable)
- Tenant’s current employment listed on the application or lease agreement; (curable)
- Tenant’s criminal record; (not curable) and
- Tenant’s prior eviction record and current criminal activity; (not curable).

If the tenant has made a material falsification which is curable, the landlord may deliver a written notice to the tenant setting forth the tenant's acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than ten (10) days after the tenant's receipt of the notice, if the tenant's breach is not remedied within such ten (10) day period. If the tenant's breach is remedied or cured, the rental agreement will not terminate.

#### **Termination Based on Tenant's Failure to Maintain the Premises Materially Affecting Health and Safety**

If the tenant's noncompliance with the rental agreement relating to their duty to maintain the premises materially affects health and safety; the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate five (5) days after the tenant has received notice of the breach, if the breach is not remedied by the tenant within such five (5) day period.

#### **Landlord's Rights if Tenant has Multiple Noncompliance Issues of a Similar Nature**

If the tenant engages in additional acts of noncompliance after remedying the similar previous acts of noncompliance, the landlord may institute a special detainer action ten (10) days after delivering to tenant a written notice advising the tenant that a second similar noncompliance has occurred.

#### **Termination Based on Tenant's Material and Irreparable Noncompliance with the Rental Agreement**

A material and irreparable noncompliance by the tenant include, but are not limited to:

- 1) An illegal discharge of a weapon;
- 2) A homicide;
- 3) Prostitution;
- 4) Criminal street gang activity;
- 5) Drug activity;
- 6) Nuisances;
- 7) Imminent or actual serious property damage, or
- 8) A breach of the lease agreement that jeopardizes another's health, safety or welfare.

Upon the occurrence of any of these events, the landlord may deliver to the tenant a written notice for immediate termination of the rental agreement.

#### **Termination Based on Tenant's Failure to Pay Rent (Special Detainer Action)**

Generally, if the tenant's rent is unpaid when due and the tenant fails to pay rent within five (5) days after receipt of written notice by the landlord of nonpayment and landlord's intent to terminate the rental agreement, the landlord may terminate the rental agreement by filing a Special Detainer Action. However, if before the landlord files the Special Detainer Action, the tenant pays all past due and unpaid periodic rent as well as the reasonable late fees, the tenant can reinstate the lease. It is important to understand that in the event the tenant wants to try and reinstate the lease after the landlord has filed a Special Detainer Action, the tenant must pay:

- 1) all past due rent;
- 2) the reasonable late fees set forth in the rental agreement;
- 3) attorney fees; and
- 4) court costs.

Lastly, if a judgment has been entered in a Special Detainer Action in the landlord's favor, then it is within the landlord's discretion to reinstate the lease or not.

**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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