

*“Rules for Moving In and Out.”***Move-In & Move-Out Requirements****Move-In Requirements****Landlord Disclosure Requirements**

At or before the commencement of the lease/rental period, the landlord or a person authorized to act on their behalf must provide to the tenant the name and address of the following persons:

- 1) The person authorized to manage the leased premises; and
- 2) An owner of the premises or a person authorized to act on their behalf for purposes of service of process or receiving and accepting for notices and demands.

In addition to the information provided above, the landlord must also inform their tenant that a copy of the Arizona Residential Landlord and Tenant Act (ARLTA) is available through the Arizona Secretary of State office.

Additionally, the tenant has the right to request this information from landlord and the landlord has an obligation to keep the information current.

**Disclosure Requirements Consequences**

Generally, if the landlord fails to comply with either the required disclosure requirements or with a rental agreement between the parties, the tenant may deliver a

written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than ten (10) days after landlord's receipt of the notice, if the landlord's breach is not remedied within ten (10) days. If the landlord does not remedy the required disclosure requirements, the rental agreement shall terminate and the tenant will be entitled to receive all security deposits recoverable.

**Landlord's Move-In Day Duties to Tenant**

The landlord has a duty to ensure that the tenant is able to move into the property according to the terms set forth in the rental agreement. Further, the landlord has a duty to make sure that the property the tenant is leasing is in good condition.

In addition, for rental agreements, the landlord must provide the tenant, upon move-in, with the following: 1) A signed copy of the lease; 2) A move-in form specifying any existing damages to the dwelling unit; and 3) A written notification to the tenant that the tenant may be present at the move-out inspection.

## **Tenant's Remedies if Landlord Fails to Provide Move-In Day Duties**

If the landlord fails to deliver physical possession of the dwelling unit to the tenant as required by Arizona law, (i.e. the previous tenant has not vacated the premises or the premises are under construction) the tenant will be entitled to not only withhold rent for the days the tenant is not in possession of the dwelling, but also choose to either:

- 1) Terminate the rental agreement after five (5) days written notice to the landlord; or
- 2) The tenant may demand performance of the rental agreement by the landlord and sue either the landlord or the person wrongfully in possession of the premises for damages. Lastly, if the tenant decides to terminate the rental agreement, they will be entitled to receive all of their prepaid rent and security deposits from the landlord.

## **Tenant Damages**

If the landlord's failure to deliver possession is willful and not in good faith, the injured tenant may recover from the person(s) who acted willfully or not in good faith for an amount equal to the greater of either:

- 1) The amount of money that does not exceed two (2) months rent; or
- 2) Twice (2x) the actual damages sustained by the injured tenant.

## **Move-Out Requirements**

### **Tenant's Right to Participate in Move-Out Inspection**

If tenant provides a written request to landlord, the landlord must notify the tenant when the move-out inspection will occur.

**IMPORTANT:** Tenants should participate in their move-out inspection because it will

help prevent the landlord from charging additional costs or damages to the property that may not have been present when the tenant vacated the rental property.

## **Exceptions to Tenant's Move-Out Participation Rights**

If a tenant is being evicted for a material and irreparable breach of the rental or lease agreement and the landlord has reasonable cause to fear violence or intimidation on the part of the tenant, the landlord has no obligation to conduct a joint move-out inspection with the tenant.

### **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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