

5 Day Notice to Quit
Notice for Failure to Pay Rent

Tenant(s) Name: _____

Tenant Address: _____

Notice Date: _____

You have not paid your rent. You owe the following rent:

Total owed \$ _____ **as of this date:** _____. *(Your deposit may not be used for rent.)*

The Total Includes:

a. Rent

- i. Prior Rent Balance \$ _____
- ii. Current Rent Due \$ _____

b. Late Fees *(if late fees are allowed in the Rental Agreement)*

- i. \$ _____ per day for _____ days

c. Other Charges, *(if allowed in the Rental Agreement)*

- i. \$ _____

Total Balance Due: \$ _____ *(The amount will continue to increase each day the rent is not paid)*

Your landlord may file an eviction action asking the judge to order you to move unless you do one of the following:

1. Pay the total owed within 5 calendar days of receiving* this notice.
2. Move out of the rental and **return the keys** to the landlord within 5 calendar days of receiving* this notice. *(You may still be responsible for the total owed.)*
3. Contact the landlord and settle this matter. It is best to get this agreement in writing signed by both you and the landlord.

Notice: *The lease must be reinstated if you offer to pay all the rent due, plus late fees, court costs and attorney's fees before the judgment is signed.*

**If this notice was hand-delivered, you have 5 calendar days to act from the date you or members of your household received the notice. If this notice was sent by certified or registered mail, you have 5 calendar days to act from the date you signed the postal service green card or 10 calendar days from the date the envelope was postmarked, whichever comes first.*

If you do not pay the amount owed, move out of the rental and return the keys, or settle this matter (it is best to get this agreement in writing), the landlord may file an eviction action. If an eviction is filed, you have the right to appear in court and dispute the eviction action. After an eviction action is filed, and in order to reinstate the rental agreement, you may be required to pay damages, attorney fees, and court costs. The judge will decide if you have to move or can legally remain in the rental. If a judgment is entered against you, you may remain in the rental property only if the landlord agrees in writing to let you stay.

Date: _____ Signature: _____

Landlord Name: _____

Landlord Address: _____

Landlord Phone: _____

More information about this Notice can be found under the Arizona Residential Landlord and Tenant Act. Please Visit Arizona Department of Housing, Maricopa County Court, AZLawHelp.org and AZCourtHelp.org

RESIDENTIAL EVICTION INFORMATION SHEET (REIS)

(PUBLICATION AND DISTRIBUTION REQUIRED BY THE ARIZONA SUPREME COURT)

Notice. A landlord must provide a tenant with written notice saying why the eviction process has started. The tenant should have received this notice before this lawsuit was filed or with the summons.

Rent Cases. If this lawsuit has been filed for not paying rent, the tenant can stop it and continue living in the residence by paying all rent now due, late fees, attorney's fees and court costs. After a judgment has been granted, reinstatement of the lease is solely at the landlord's discretion. Inability to pay rent is not a legal defense and the judge cannot give more time to pay, even if the tenant is having financial problems.

Before Court. Eviction cases move through the court system very quickly. If the tenant disagrees with the landlord's allegations, the tenant is encouraged to file a written answer. The answer form available from the court allows the tenant to admit or deny the allegations and explain his or her position. If the tenant cannot afford to pay the answer fee, he or she may apply for a waiver or deferral of that fee. If a tenant believes that the landlord owes him or her money, the tenant may under some circumstances file a counterclaim. The summons states that a trial will occur on the date listed, but due to the high volume of cases, a trial may not occur then. A landlord, tenant, attorney, or witness will be permitted to participate at the initial hearing by telephone or video conference and should contact the court at least two hours before the hearing to obtain information about how to connect to the hearing. If the tenant fails to appear, and the landlord or his attorney is present, a judgment will probably be entered against the tenant. Tenants can represent themselves or arrange for lawyers to represent them. The court will not provide a lawyer.

At Court. At the time listed on the summons, the judge will start calling cases. If both parties are present, the judge will ask the tenant whether the complaint is true. If the tenant says "no", he or she will need to briefly tell the judge why. If the reason is a legal defense, the judge will need to hear testimony from both sides and make a decision after a trial. After talking to the landlord or its attorney, a tenant may wish to agree to what the landlord is requesting by signing a "stipulation". A stipulation is an agreement under which the parties resolve the dispute on the basis of what the agreement says. Only matters contained in the written agreement can be enforced. These agreements should be clear and understandable by both parties. Most stipulations include judgments against tenants.

Continuances. Either party may ask that the court date be delayed. The court will agree only if there is a very good reason. A delay will be no more than three business days. There is no assurance a delay will be granted and parties should come to court prepared for trial and bring necessary witnesses and documents.

After a Judgment. If a landlord receives a judgment, it may apply for a writ of restitution to remove the tenant(s) and all occupants. Writs of Restitution are served by constables, who will direct the residents to leave. A tenant may avoid the difficulties associated with a writ of restitution by vacating the property and returning the keys to the landlord. This ends the tenants' possession of the residence. A tenant will have five (5) days to vacate the premises unless the court has found a material and irreparable breach of the lease by the tenant, in which case the tenant has only twelve (12) to twenty-four - (24) hours to vacate. A judgment will probably appear on a tenant's credit report for several years. Parties wishing to appeal a judgment have five days to do so after the judgment is entered and can obtain forms and information from the court filing counter. If a tenant wants to remain in the rental home during the appeal, the tenant must also pay an appropriate bond and continue to pay rent into court as it becomes due. If the tenant prevails the court will dismiss the case. Absent an appeal, the tenant will need to obtain the landlord's approval and enter a new lease to continue living in the residence.

Sources of Additional Information. You can get copies of the Arizona Residential Landlord Tenant Act, the Arizona Mobile Home Parks Residential Landlord and Tenant Act and the Long Term Recreational Vehicle Rental Space Act from a library or from links on the Arizona Judicial Branch – Eviction Actions web page, <https://www.azcourts.gov/eviction>. For information on the Residential Eviction Action process, please visit: <https://www.azcourthelp.org>. If you wish to consult an attorney, you may want to contact the Arizona State Bar Attorney Referrals Line or, in Maricopa County, Community Legal Services. Contact the court in other counties for similar referrals.

**DECLARATION OF SERVICE OF
NOTICE TO QUIT FOR FAILURE TO PAY RENT
And
RESIDENTIAL EVICTION INFORMATION SHEET**

I, _____, declare:

1. I am now, and at all times mentioned herein, a citizen of the United States, resident of the State of _____, over the age of eighteen years. I make this declaration based on my own personal knowledge. I am competent to testify to the matters herein.

2. On _____, 20____, at approximately _____ am/pm, I served a Notice to Quit for Failure to Pay Rent and REIS to the Premises located at: _____
_____ in _____ County, Arizona, by:

- a) personally handing a true and correct copy to _____, tenant under the Lease, (hereinafter the "Tenant"); **OR**
- b) mailing the Notice to Quit for Failure to Pay Rent and REIS by certified or registered mail with a return receipt.

I declare under penalty of perjury of the laws of the State of Arizona that the foregoing is true and correct.

DATED this ____ day of _____, 20____, in the city of _____, Arizona.

_____, Declarant

(PRINT NAME)