

FIVE-DAY NOTICE TO PAY OR QUIT

_____, Arizona _____

Date: _____

Notice to Tenant(s),

Pursuant to Arizona Revised Statutes, Title 33, Chapter 10, Sec 33-1368 (B), you are hereby tendered five-day written notice to remit all due, but as yet unpaid, rent and other amounts owing, in the amount of: \$ _____ (Calculated through today). The stated amount is calculated as follows:

- \$ _____ Rent from _____ to _____
- \$ _____ Late Charges
- \$ _____ Fee for preparing and serving Five-Day Notice
- \$ _____ Other
- \$ _____ **TOTAL**

The stated "TOTAL" is exclusive of future accruing costs. Daily late fees may accrue until payment is received. In the event full payment is not tendered within five calendar days after receipt of this notice, your right to possess and occupy the premises will be terminated and an eviction action filed against you to recover possession of the premises, rent, late fees, and any other amounts due under the rental agreement or available by law, including attorney's fees and court costs. Full payment within the five-day period will reinstate the rental agreement. **Assuming this letter is received on the date specified above, the fifth day falls on _____.** Alternatively, you may vacate the premises on or before the fifth day. Vacating the premises, however, will not relieve you from liability for the outstanding balance.

Landlord or Agent for Landlord

This notice delivered this date _____ via:

- _____ Certified mail
- _____ Regular first class mail
- _____ Hand delivered
- _____ Other _____
- _____ Acknowledgment of hand delivery and receipt hereof:

(Signature of Tenant)

(Date)

Service of this notice may be accomplished certified or registered mail, hand-delivery, process server, etc.; the five days to tender payment shall commence after the first notice is received and shall not be extended if additional copies of this notice are subsequently received.

FIVE-DAY NOTICE HEALTH AND SAFETY

Date: _____

_____, Arizona _____

Notice to Tenant(s):

You are in violation of your Rental Agreement and/or the Arizona Residential Landlord and Tenant Act and A.R.S. 33-1341. The specific act(s) constituting the violation(s) is/are:

You are hereby notified, pursuant to A.R.S. 33-1368(A), that the foregoing noncompliance(s) with A.R.S. 33-1341 (tenant to maintain dwelling unit) materially affect health and safety and that your right to possess and occupy the premises will terminate five (5) days after receipt of this notice if the noncompliance(s) is not remedied.¹ Provided this notice is received on the date specified above,² your rental Agreement will terminate on _____ if the noncompliance is not remedied.
(five calendar days after receipt of notice)

(Landlord or agent for Landlord)

This notice delivered this date _____ via: <input type="checkbox"/> Certified mail <input type="checkbox"/> Regular first class mail <input type="checkbox"/> Hand delivered <input type="checkbox"/> Other _____
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Acknowledgment of hand delivery by tenant

¹ Service of this notice may be accomplished via regular mail, certified mail, hand delivery, process server, etc; the five days shall commence after the first notice is received and shall not be extended if additional copies of this notice are subsequently received.

² If not received on the date above, your Rental Agreement will terminate five days after receipt of this notice if the noncompliance(s) is not remedied.

TEN-DAY NOTICE MATERIAL NON-COMPLIANCE

_____, Arizona _____

Date: _____

Notice to Tenant(s):

You are in violation of your Rental Agreement and/or the Arizona Residential Landlord and Tenant Act. The specific act(s) constituting the violation(s) is/are:

You are hereby notified, pursuant to A.R.S. 33-1368(A), that the foregoing constitutes one or more **material noncompliance** and that your right to possess and occupy the premises will:

- Curable.** Terminate **ten (10) days** after receipt of this notice **if** this noncompliance is not remedied prior to the date specified below.ⁱ
- Not Curable.** Terminate upon a date not less than ten (10) days after receipt of this notice. **This noncompliance cannot be cured and you MUST vacate by the date specified below.**ⁱⁱ

Provided this notice is received on the date specified above, your Rental Agreement will terminate on _____
(at least 10 calendar days after receipt of notice)

This notice delivered this date _____ via: <input type="checkbox"/> Certified mail <input type="checkbox"/> Regular first class mail <input type="checkbox"/> Hand delivered <input type="checkbox"/> Other _____
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(Landlord or agent for Landlord)

Acknowledgment of hand delivery by tenant

ⁱ Service of this notice may be accomplished via regular mail, certified mail, hand-delivery, process server, etc; the ten days shall commence after the first notice is received and shall not be extended if additional copies of this notice are subsequently received.
ⁱⁱ If not received on the date above, your Rental Agreement will terminate ten days after receipt of this notice if the noncompliance(s) is not remedied.

TEN (10) DAY NOTICE

Notice of Intent to Terminate Lease Agreement for Material Breach (Non-Curable)
(Second Material Breach of Agreement / A.R.S. § 33-1368(A))

DATE: [REDACTED]

TO: [REDACTED]
and all other occupants
[REDACTED]

FROM: [REDACTED]
Agent for Management and/or Owner
[REDACTED]

NOTICE IS HEREBY PROVIDED to the above-addressed party that said party, as tenant pursuant to a residential lease agreement contract between the addressee and the sender, is incurably in default, pursuant to A.R.S. § 33-1368(A), through repeated material breaches of said lease agreement.

On [REDACTED], a Ten Day Notice of Intent Terminate Lease Agreement for Material Breach was served upon the above-addressed party for the following reason(s):

- Harassing other members of the community by going door to door and asking for cigarettes and disturbing the peaceful enjoyment of the community by screaming and yelling in the common areas

On [REDACTED], a second material breach of the lease agreement of the same or similar nature occurred for the following reason(s):

- You were in the Leasing office screaming and yelling and disturbing the peaceful enjoyment of the community. It has also been reported that you continue to ask for cigarettes.

NOTICE IS FURTHER PROVIDED that, due to the occurrence of the second material breach referenced above, Management and/or Owner has elected to terminate your residency ten (10) days from the date of you receipt of this notice. You are required to vacate the premises within ten (10) days from the date of service of this notice upon you.

NOTICE IS FURTHER PROVIDED that, in the event that you fail to vacate the premises within the ten (10) day statutory time period, Management and/or Owner may immediately commence an action in Special/Forcible Detainer to seek an award of possession of the premises and any damages pursuant to your lease agreement.

[REDACTED]
Agent for Management and/or Owner

- Hand delivered on this day, the [REDACTED] of [REDACTED] to [REDACTED]
- Posted and mailed via certified U.S. mail, return receipt requested:
Prepared and mailed/delivered by: _____
Title: _____

This is an attempt to collect a debt, and pursuant to 15 U.S.C. §1692F(11), please be advised that this communication is from a debt collector. Any information obtained will be used for this stated purpose. Unless you dispute the validity of the debt, or any portion thereof, within 30 days of receipt of this letter, it will be assumed to be valid. If the dispute is received in writing, debt verification, or a copy of the judgment, will be obtained and mailed to you. If requested in writing within 30 days of receipt, the original creditor's name and address will be provided.

NOTICE OF IRREPARABLE BREACH

Tenant: _____
 Address: _____
 Apt. No. _____
 Date: _____

Please be advised that you have materially and irreparably breached your rental agreement in the following manner:

1. SECTION 145 - CRIME FREE PROVISION STATES TENANT
2. SHALL NOT ENGAGE IN ANY ACT OF VIOLENCE OR
3. THREATS OF VIOLENCE WHICH JEOPARDIZE THE HEALTH,
4. SAFETY AND WELFARE OF TENANTS.
5. BEHAVIOR HAS FRIGHTENED THE TENANTS AND THUS, WE
ARE TERMINATING HIS LEASE IMMEDIATELY.

Because of these violations, and pursuant to A.R.S. § 33-1368(A), please be advised that your rental agreement is terminated effective immediately. Demand is hereby made that you immediately vacate the premises and surrender possession thereof.

 Owner/Owner's Agent

CRIME FREE LEASE ADDENDUM

In consideration for the execution or renewal of a lease of the dwelling unit identified in the lease, Manager or Owner and Resident agree as follows:

1. Resident, any member(s) of the resident's household, a guest or any other person affiliated with the resident at or near the resident premises are prohibited from:

- a. Engaging in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
- b. Engaging in any act intended to facilitate criminal activity or permitting the dwelling unit to be used for criminal activity.
- c. Engaging in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in A.R.S. 13-3451, at any locations, whether on or near the dwelling unit premises.
- d. Engaging in any illegal activity, including, but not limited to prostitution as defined in A.R.S. 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and A.R.S. 13-2308, threatening or intimidating as prohibited in A.R.S. 13-1202, assault as prohibited in A.R.S. 13-1203, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in A.R.S. 33-1368.

2. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.

3. I hereby authorize property management to use any police generated reports against me as direct evidence in all eviction hearings.

4. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

5. This Lease Addendum is incorporated into the lease or renewal thereof, executed or renewed at any time between Landlord/Manager and Resident/Lessee.

Resident Signature

Date

Resident Signature

Date

Property Manager's Signature

Date

Name of Property