

SUPREME COURT OF ARIZONA

In the Matter of ) Arizona Supreme Court  
 ) No. R-16-0040  
RULES 5(a), 5(b)(6), 5(b)(7) )  
and ADD RULES 13(h) and 20, )  
ARIZONA RULES OF PROCEDURE FOR )  
EVICTION ACTIONS ) **FILED 12/14/2016**  
 )  
 )  
 )  
\_\_\_\_\_ )

**ORDER  
CONTINUING THIS MATTER AND REOPENING THE PETITION FOR COMMENT**

A petition having been filed proposing to amend Rules 5(a), 5(b)(6) and 5(b)(7), and to add Rules 13(h) and 20, Arizona Rules of Procedure for Eviction Actions, and comments and a reply having been received, upon consideration,

**IT IS ORDERED** that this matter be continued and that the attached version of the proposed rules, which includes the revisions made in Petitioner's Reply, be reopened for comment, with comments due February 17, 2017, in accordance with Rule 28(D), Rules of the Supreme Court of Arizona.

DATED this 14th day of December, 2016.

\_\_\_\_\_  
/s/  
SCOTT BALES  
Chief Justice

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TO:

Rule 28 Distribution  
Hon Lawrence F Winthrop  
Susan Pickard  
Hon Gerald A Williams  
Paul A Henderson  
Denise M Holliday  
Scott M Clark  
Michael A Parham  
Ellen S Katz  
Scott M Drucker  
Mark B Zinman  
Pamela M Bridge  
Cynthia Zwick  
Melissa Parham

# ATTACHMENT<sup>1</sup>

## Rules of Procedure for Eviction Actions

### Rule 5. Summons and Complaint: Issuance, Content and Service of Process

**a. Summons.** The summons in an eviction action shall be a document separate from the complaint, shall be issued in accordance with applicable statutory provisions, ~~and~~ shall identify the defendants to the action, shall be in the approved form referenced in Rule 20 of these rules and, shall be used in justice of the peace courts and may be used in superior court. If the name of a defendant is unknown, the summons and complaint may name a fictitious defendant and any occupants of the property. The court shall liberally grant leave to amend the complaint and summons to reflect the true names of defendants if they become known to the plaintiff. The summons shall also include the following:

- (1) Name of the court and its street address, city, and telephone number;
- (2) Date and time set for the trial of the matter;
- (3) Notice that if the tenant fails to appear, a default judgment will likely be entered against the tenant, granting the relief specifically requested in the complaint, including removing the tenant from the property; and
- (4) A disclosure in substantially the following form: “Requests for reasonable accommodation for persons with disabilities should be made to the court as soon as possible.”
- (5) In residential property actions only, on a separate page served upon the tenant, the information contained in the Residential Eviction Procedures Information Sheet substantially in the form included as Appendix A to these Rules.

**b. Complaint.** The complaint shall:

- (1) Be brought in the legal name of the party claiming entitlement to possession of the property.
- (2) Include the business name, if any, and address of the property;
- (3) If an attorney represents the plaintiff, state the name, address, telephone number, and Bar number of the attorney in the upper left hand corner;
- (4) If the plaintiff is unrepresented, state the plaintiff's address, name and telephone number in the upper left hand corner;
- (5) State that the property in question is located within the judicial precinct where the complaint is filed;
- (6) ~~State in bold print, capitalized, and underlined at the top center of the first page, below the case caption, “YOUR LANDLORD IS SUING TO HAVE YOU EVICTED. PLEASE READ CAREFULLY”;~~ Be in the approved form referenced in Rule 20 of these rules;

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<sup>1</sup>Additions to text are indicated by underscoring and deletions by ~~strikeouts~~.

- (7) State the specific reason for the eviction; that the defendant was served a proper notice to vacate, if applicable; the date the notice was served; and what manner of service was used. A copy of the notice shall be ~~attached as an exhibit to the complaint~~.in the approved form as referenced in Rule 20 of these rules shall be attached as an exhibit to the complaint.
- (8) Be verified. This means that the attorney signing the complaint shall verify that the attorney believes the assertions in the complaint to be true on the basis of a reasonably diligent inquiry.

c. – g. [no change]

### **Rule 13. Entry of Judgment and Relief Granted**

a. – g. [no change]

h. The judgment must be in the approved form referenced in Rule 20 of these rules.

### **Rule 20. Forms.**

**a. Mandated Forms.** Attorneys representing landlords, landlords filing *pro per*, and judges and court staff must use, as appropriate, the eviction forms approved by the Administrative Director of the Administrative Office of the Courts, listed in subsection (b) and made available at [www.azcourts.gov](http://www.azcourts.gov). The Administrative Director of the Administrative Office of the Courts is authorized to modify these forms in response to changes in state laws or procedures, to make other necessary administrative amendments or technical corrections, or to add or delete forms as may be appropriate. In the interest of justice in a particular case, the court may permit use of a form other than the approved form the court finds to be consistent with law as the approved form.

#### **b. Types of Forms.**

- (1) Eviction Action Complaint;
- (2) Eviction Action Summons;
- (3) Eviction Action Judgment;
- (4) Notice for Failure to Pay Rent / 5 Day Notice to Pay Rent;
- (5) Notice of Health and Safety Violations / 5 Day Notice to Comply (Fix or Correct Problem);
- (6) Notice of Material Breach / 10 Day Notice to Comply (Fix or Correct Problem) ;
- (7) Notice of Repeat Material or Health and Safety Breach /10 Day Notice to Move ; and
- (8) Notice of Material and Irreparable Breach / Immediate Notice to Move
- (9) Other notices that are approved by the Administrative Director of the AOC.

**c. No Charge for Forms.** Courts must provide all eviction action forms without charge.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( )  
Attorney for Plaintiff / Address / Phone / Bar Number

## Justice Courts, Arizona

CASE NUMBER: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( )  
Plaintiff(s) Name / Address / Phone

( )  
Defendant(s) Name / Address / Phone

**COMPLAINT (*Eviction Action*)**  
[ ] Immediate [ ] Residential

**YOUR LANDLORD IS SUING TO HAVE YOU EVICTED, PLEASE READ CAREFULLY THE ALLEGATIONS AGAINST YOU LISTED BELOW.**

1. This court has jurisdiction to hear this case. The rental is within this court's judicial precinct and is located at: \_\_\_\_\_. The business name of the property, if any, is \_\_\_\_\_.
2. The Plaintiff wants you evicted and wants possession of the rental because of the reasons in section 5.
3. Any required written notice was served on the Defendant on \_\_\_\_\_ and was served: [ ] by hand, or [ ] by certified mail.
4. A copy of the notice that was served is attached.
5. The Plaintiff is the owner or is authorized by law to file this case on behalf of the owner.

The Plaintiff claims (check and complete all that apply):

[ ] **SUBSIDIZED HOUSING:** Total rent per month is \$ \_\_\_\_\_.  
Tenant's portion of rent per month is \$ \_\_\_\_\_.

[ ] **RENT OWED:** The Defendant has failed to pay the rent owed. The rent is unpaid since \_\_\_\_\_. There is a prior unpaid balance of \$ \_\_\_\_\_. The rental agreement requires rent of \$ \_\_\_\_\_ to be paid on the \_\_\_\_\_ day of each [ ] month [ ] week. The rental agreement provides for late fees calculated in the following manner: \_\_\_\_\_.

**Notice:** If you are a residential tenant and the only claim your landlord makes is that you have not paid your rent, you may contact your landlord or your landlord's attorney and offer to pay all of the rent due, plus any reasonable late fees, court costs and attorney's fees. If you pay these amounts before a judgment is entered, then this case will be dismissed and your rental agreement will be reinstated and will continue.

[ ] **NON-COMPLIANCE:** After getting a notice, the Defendant failed to do the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ on this date: \_\_\_\_\_, at the following location \_\_\_\_\_.

[ ] **IRREPARABLE BREACH:** The Defendant has committed a material and irreparable breach. Specifically, on this date \_\_\_\_\_, at the following location \_\_\_\_\_ the Defendant did the following: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

[ ] **OTHER ALLEGATIONS OF NON-COMPLIANCE ON WHICH EVICTION ACTION IS BASED:** State the date or dates notice of non-compliance was given and attach a copy of each notice to this Complaint:

\_\_\_\_\_  
\_\_\_\_\_

6. As of the filing date the Defendant owes the following:

Rent (current and prior months) totaling . . . . .	\$ _____
Late fees: (if any in written agreement). . . . .	\$ _____
Other fees, charges or damages (as authorized by law) . . .	\$ _____
Concessions (if any in written agreement) . . . . .	\$ _____
Reimbursable court costs . . . . .	\$ _____
Attorney's fees (if allowed) . . . . .	\$ _____
Other allegations of damages (as authorized by law) . . . . .	\$ _____
<b>Total Amount Requested . . . . .</b>	<b>\$ _____</b>

7. The Plaintiff requests a Judgment for the amounts owed above and for possession of the rental.

8. WRIT OF RESTITUTION: The Plaintiff requests the court issue a Writ of Restitution returning the rental to the Plaintiff's possession 5 calendar days after the date the Judgment. If the eviction is for the material and irreparable breach explained above, return of possession is requested 12 to 24 hours from the time of the Judgment.

9. By signing this complaint, I am agreeing that the allegations written are true and correct to the best of my knowledge.

Date: \_\_\_\_\_  
\_\_\_\_\_ Plaintiff

# Justice Courts, Arizona

CASE NUMBER: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( ) \_\_\_\_\_  
Plaintiff(s) Name / Address / Phone

( ) \_\_\_\_\_  
Defendant(s) Name / Address / Phone

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## SUMMONS (*Eviction Action*) [ ] Amended

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**THE STATE OF ARIZONA TO THE DEFENDANT(S) NAMED ABOVE. YOU ARE HEREBY SUMMONED TO APPEAR.**

An **Eviction Case** has been filed against you. A court hearing has been scheduled.

Date: \_\_\_\_\_ Time: \_\_\_\_\_  
At the (*court name*): \_\_\_\_\_  
Courtroom: \_\_\_\_\_ Floor: \_\_\_\_\_  
Please arrive early.

REQUESTS FOR REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES SHOULD BE MADE TO THE COURT AS SOON AS POSSIBLE.

**If an interpreter is needed, please contact the court listed above as soon as possible.**

1. You have a right to come to court.
2. If you do not agree with the claims against you on the attached complaint, you must come to court at the date, time, and location listed above and explain your reasons to the judge.
3. If you do not agree with the claims in the complaint, you also may file a written answer admitting or denying some or all the claims and pay the answer fee. (See number 5.)
4. If you have a statutory basis to file a counterclaim, which is limited to damages resulting from the landlord's breach of the lease or violation of the Residential Landlord Tenant Act, it must be in writing and served upon the opposing party. ARS section 33-1365.
5. If you cannot afford the filing fee, you may apply for a deferral or waiver of the filing fee at the court.
6. **IF YOU FAIL TO APPEAR**, a judgment will likely be entered against you, granting the relief specifically requested in the complaint, including removing you from the rental.
7. To learn more see the attached Residential Eviction Information Sheet or contact the court.

Date: \_\_\_\_\_ Justice of the Peace \_\_\_\_\_

The laws about this case are found in the Arizona Residential Landlord and Tenant Act. For more information on the Act, eviction actions, and your rights, please visit the Arizona Department of Housing website at <https://Housing.AZ.Gov>; the Maricopa County Justice Courts website at [www.JusticeCourts.Maricopa.Gov](http://www.JusticeCourts.Maricopa.Gov); or [AZLawHelp.org](http://AZLawHelp.org)

# Justice Courts, Arizona

CASE NUMBER: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( )  
Plaintiff(s)/Attorney Name / Address / Phone

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( )  
Defendant(s)/ Attorney Name / Address / Phone

## JUDGMENT (Eviction Action) [ ] Amended

This matter was heard by the Court on this date: \_\_\_\_\_

Plaintiff appeared [ ] in person [ ] by counsel [ ] failed to appear

Defendant appeared [ ] in person [ ] by counsel [ ] failed to appear

If required by law, Defendant [ ] was [ ] was not given proper notice and the opportunity to cure.

Defendant [ ] was [ ] was not properly served with the Summons and a copy of the complaint at least two (2) days prior to Court date.

If a partial rent payment was accepted, [ ] a non-waiver was produced [ ] a non-waiver was NOT produced.

Defendant pleads [ ] NOT GUILTY/NOT RESPONSIBLE [ ] Defendant has filed a counterclaim.  
[ ] GUILTY/RESPONSIBLE

Defendant was found [ ] GUILTY/RESPONSIBLE [ ] NOT GUILTY/NOT RESPONSIBLE of:  
[ ] RENT OWED [ ] NON-COMPLIANCE [ ] IRREPARABLE BREACH  
[ ] OTHER

[ ] IT IS HEREBY ORDERED granting judgment on the complaint to [ ] Plaintiff [ ] Defendant

[ ] IT IS FURTHER ORDERED granting judgment on the counterclaim to [ ] Plaintiff [ ] Defendant

[ ] IT IS FURTHER ORDERED granting possession of the rental (dwelling unit or premises) to  
[ ] Plaintiff [ ] Defendant

[ ] IT IS FURTHER ORDERED granting monetary judgment to:

[ ] Plaintiff(s)

1. \$ \_\_\_\_\_ Rent
  2. \$ \_\_\_\_\_ Late fees
  3. \$ \_\_\_\_\_ Other fees, charges or
  4. \$ \_\_\_\_\_ Rental Concessions
  5. \$ \_\_\_\_\_ Court cost
  6. \$ \_\_\_\_\_ Damages
  7. \$ \_\_\_\_\_ Attorney fees
  8. \$ \_\_\_\_\_ Other \_\_\_\_\_
- \$ \_\_\_\_\_ **TOTAL**

[ ] Plaintiff awarded nothing

With interest at the rate of \_\_\_\_\_% per annum from the date of judgment until paid in full.

[ ] Defendant(s)

1. \$ \_\_\_\_\_ Court cost
  2. \$ \_\_\_\_\_ Damages
  3. \$ \_\_\_\_\_ Attorney fees
  4. \$ \_\_\_\_\_ Other: \_\_\_\_\_
- \$ \_\_\_\_\_ **TOTAL**

[ ] Defendant awarded nothing

A Writ of Restitution (order to vacate rental) shall be granted upon request of the Plaintiff on:

Date: \_\_\_\_\_ Time: \_\_\_\_\_  
*(No sooner than five (5) calendar days after date of judgment)*

The court finds that the defendant has committed a material and irreparable breach, in violation of A.R.S. §33-1368A, and a Writ of Restitution (order to vacate rental) shall be granted on:

Date: \_\_\_\_\_ Time: \_\_\_\_\_  
*(No sooner than 12 - 24 hours from the time of judgment)*

**WARNING:** After service of the Writ of Restitution (order to vacate rental), if you remain on or return unlawfully to the rental, you will have committed criminal trespass in the third degree.

**IT IS ORDERED** dismissing this case  with prejudice  without prejudice

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Justice of the Peace

I CERTIFY that I delivered/mailed a copy of this document to:

Plaintiff at the above address  Plaintiff's attorney  Defendant at the above address

Defendant's attorney

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Clerk

**Notice of Health and Safety Violation(s)  
5 Day Notice to Comply (Fix or Correct Problem)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( ) \_\_\_\_\_  
Tenant(s) Name / Address / Phone

( ) \_\_\_\_\_  
Landlord(s) or Agent's Name / Address / Phone

Notice Date: \_\_\_\_\_

You have violated your rental agreement. The following is what happened, where it happened and when. Attach additional sheet(s) if needed. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

1. Fix the violation(s) within 5 calendar days of receiving\* of this notice.
2. Move out of the rental and **return the keys** to the landlord within 5 calendar days of receiving\* this notice.
3. Contact the landlord and settle this matter. It is best to get this agreement in writing signed by both you and the landlord.

*\*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 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 post-marked, whichever comes first.*

**If you do not fix the violation(s), 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 lease, you may be required to pay damages, attorney fees, and court costs. After a hearing, the judge will decide if you have to move or can 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.**

**WARNING:** If there is **another or similar violation** during the rest of the rental agreement, your landlord may give you a notice requiring you to move within 10 calendar days. If you do not move, the landlord may file an eviction action.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

[ ] Landlord [ ] Agent

This notice is served by:  
[ ] Hand delivery to (name): \_\_\_\_\_ who is the [ ] tenant [ ] occupant  
[ ] By certified mail (mail receipt #): \_\_\_\_\_

This notice is given under A.R.S. § 33-1368(A). The laws about this notice are found in the Arizona Residential Landlord and Tenant Act. For more information on the Act, eviction actions, and your rights, please visit the Arizona Department of Housing website at <https://housing.az.gov>; the Maricopa County Justice Courts website at [www.justicecourts.maricopa.gov](http://www.justicecourts.maricopa.gov), or AZLawHelp.org.

**Notice for Failure to Pay Rent  
5 Day Notice to Pay Rent**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_  
Tenant(s) Name / Address / Phone

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_  
Landlord(s) or Agent's Name / Address / Phone

Notice Date: \_\_\_\_\_

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

**Total owed \$** \_\_\_\_\_ **as of this date:** \_\_\_\_\_. *If late fees are allowed in the rental agreement, this amount will increase by \$ \_\_\_\_\_ each day the rent is not paid. (Your deposit may not be used for rent.)*

The total includes:

- A. Rent \$** \_\_\_\_\_
1. Current month/week \$ \_\_\_\_\_
  2. Prior month \$ \_\_\_\_\_
  3. Other \$ \_\_\_\_\_ why \_\_\_\_\_. (Must be listed in rental agreement.)
- B. Late fees (if allowed in rental agreement) are \$ \_\_\_\_\_ per day for \_\_\_\_\_ days, which is a total of \$ \_\_\_\_\_ as of the date of this notice.**

**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.

*\*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 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 post-marked, 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 lease, you may be required to pay damages, attorney fees, and court costs. The judge will decide if you have to move or can 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 [ ] Agent

This notice is served by:  
[ ] Hand delivery to (name): \_\_\_\_\_ who is the [ ] tenant [ ] occupant  
[ ] By certified mail (mail receipt #): \_\_\_\_\_

This notice is given under A.R.S. § 33-1368(B). The laws about this notice are found in the Arizona Residential Landlord and Tenant Act. For more information on the Act, eviction actions, and your rights, please visit the Arizona Department of Housing website at <https://Housing.AZ.Gov>; the Maricopa County Justice Courts website at [www.JusticeCourts.Maricopa.Gov](http://www.JusticeCourts.Maricopa.Gov), or [www.AZLawHelp.org](http://www.AZLawHelp.org).

**Notice of Material Breach  
10 Day Notice to Comply (Fix or Correct Problem)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( ) \_\_\_\_\_  
Tenant(s) Name / Address / Phone

( ) \_\_\_\_\_  
Landlord(s) or Agent Name / Address / Phone

Notice Date: \_\_\_\_\_

You have violated your rental agreement. The following is what happened, where it happened and when. Attach additional sheet(s) if needed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

1. Fix the violation(s) within 10 calendar days of receiving\* this notice.
2. Move out of the rental and **return the keys** to the landlord within 10 calendar days of receiving this notice.
3. Contact the landlord and settle this matter. It is best to get this agreement in writing signed by both you and the landlord.

*\*If this notice was hand-delivered, you have 10 calendar days to act from the date you or members of your household received the notice. If this notice was sent by certified mail, you have 10 calendar days to act from the date you signed the postal service green card or 15 calendar days from the date the envelope was post-marked, whichever comes first.*

**If you do not fix the violation(s), 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 lease, you may be required to pay damages, attorney fees, and court costs. After a hearing, the judge will decide if you have to move or can 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.**

**WARNING:** If there is **another or similar violation** during the rest of the rental agreement, your landlord may give you a notice requiring you to move within 10 calendar days. If you do not move, the landlord may file an eviction action.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
[ ] Landlord [ ] Agent

This notice is served by:  
[ ] Hand delivery to (name): \_\_\_\_\_ who is the [ ] tenant [ ] occupant  
[ ] By certified mail (mail receipt#): \_\_\_\_\_

This notice is given under A.R.S. § 33-1368(A). The laws about this notice are found in the Arizona Residential Landlord and Tenant Act. For more information on the Act, eviction actions, and your rights, please visit the Arizona Department of Housing website at <https://housing.az.gov>; the Maricopa County Justice Courts website at [www.justicecourts.maricopa.gov](http://www.justicecourts.maricopa.gov), or [AZLawHelp.org](http://AZLawHelp.org).

**Notice of Repeat Material or Health and Safety Breach  
10 Day Notice to Move**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( ) \_\_\_\_\_  
Tenant(s) Name / Address / Phone

( ) \_\_\_\_\_  
Landlord(s) or Agent's Name / Address / Phone

Notice Date: \_\_\_\_\_

You have violated your rental agreement again. **This violation cannot be fixed. Your landlord wants you to move out now and return the keys within 10 calendar days.**

The first violation was on this date \_\_\_\_\_. Attached is a copy of the first notice. The second same or similar violation was on this date \_\_\_\_\_.

This is what happened, when it happened and where it happened (Attach additional sheet(s) if needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your landlord is ending your rental agreement and your right to live in the property.

**If you do not move out of the rental and return the keys within 10 calendar days of receiving\* this notice, your landlord may file an eviction action against you. 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 lease, you may be required to pay damages, attorney fees, and court costs. After a hearing, the judge will decide if you have to move or if you can 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.**

*\*If this notice was hand-delivered, you have 10 calendar days to act from the date you or members of your household received the notice. If this notice was sent by certified mail, you have 10 calendar days to act from the date you signed the postal service green card or 15 calendar days from the date the envelope was post-marked, whichever comes first.*

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
[ ] Landlord [ ] Agent

This notice is served by:  
[ ] Hand delivery to (name): \_\_\_\_\_ who is the [ ] tenant [ ] occupant  
[ ] By certified mail (mail receipt #): \_\_\_\_\_

This notice is given under A.R.S. § 33-1368(A). The laws about this notice are found in the Arizona Residential Landlord and Tenant Act. For more information on the Act, eviction actions, and your rights, please visit the Arizona Department of Housing website at <https://housing.az.gov>; the Maricopa County Justice Courts website at [www.justicecourts.maricopa.gov](http://www.justicecourts.maricopa.gov), or [AZLawHelp.org](http://AZLawHelp.org).

**Notice of Material and Irreparable Breach  
Immediate Notice to Move**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( ) \_\_\_\_\_  
Tenant(s) name/address/phone

( ) \_\_\_\_\_  
Landlord(s) or Agent's Name / Address / Phone

Notice Date: \_\_\_\_\_

You have violated your rental agreement. **The violation(s) cannot be fixed. Your landlord wants you to move out now and return the keys immediately.** The following is what happened, where it happened and when. Attach additional sheet(s) if needed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**An eviction action may be or has been filed against you. If an eviction action has been filed, you have the right to appear in court to dispute the eviction action. After an eviction action is filed, and in order to reinstate the lease, you may be required to pay damages, attorney fees, and court costs. After a hearing, the judge will decide if you have to move or if you can stay in the rental. If a judgment is entered against you, a Writ of Restitution (a court order to have you removed from the rental) may be issued between 12-24 hours from the date a judgment is signed.**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

This notice is served by:  
 Hand delivery to (name): \_\_\_\_\_ who is the  tenant  occupant  
 By certified mail (mail receipt #): \_\_\_\_\_

This notice is given under A.R.S. § 33-1368(A). The laws about this notice are found in the Arizona Residential Landlord and Tenant Act. For more information on the Act, eviction actions, and your rights, please visit the Arizona Department of Housing website at <https://housing.az.gov>; the Maricopa County Justice Courts website at [www.justicecourts.maricopa.gov](http://www.justicecourts.maricopa.gov), or AZLawHelp.org.