**EVERYTHING YOU NEED TO KNOW ABOUT*YOUR LANDLORD'S OBLIGATION TO MAINTAIN THE PREMISES***

Arizona's Residential Landlord/Tenant Act requires landlords to maintain rental premises to certain standards. If your landlord fails to properly maintain your apartment or house, the law provides you with a remedy.

**YOUR LANDLORD'S OBLIGATIONS**

Arizona Revised Statutes Section 33-1324 requires landlords to:

1. Comply with applicable building codes materially affecting health and safety.

2. Make all repairs and do whatever is necessary to keep the premises in a fit and habitable condition.

3. Keep the common areas in a clean and safe condition.

4. Maintain in good, safe working order and condition electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances supplied or required to be supplied by him.

5. Provide and maintain appropriate receptacles for trash removal, and arrange for trash removal.

6. If the apartment does not have an individual utility meter and appliances (hot water heater, air-conditioning and heating unit, etc.), supply running water, reasonable amounts of hot water, air-conditioning or cooling and heating, where such units are installed and offered.

*(This is a partial summary, not the full text of A.R.S. Section 33-1324.)*

**YOUR REMEDIES IF THE LANDLORD FAILS TO MAINTAIN THE PREMISES**

If your landlord fails to maintain the premises, you have several options, depending upon the problem you are experiencing.

A. **Self-Help for Minor Defects**

A.R.S. Section 33-1363 provides a self-help remedy for minor defects, if the reasonable cost of repair or compliance is less than $150.00 or one-half month's rent (whichever is greater). If you want to pursue self-help, you must do the following:

1. Notify the landlord in writing of your intention to correct the problem at the landlord's expense. The landlord then has 10 days (or as promptly as conditions require if it's an emergency) to correct the problem.

2. If the landlord does not correct the problem, you may have the work done by a licensed contractor. You must then submit to the landlord an itemized statement of the contractor's charges and a waiver of the contractor's lien (ask the contractor for this). You may then deduct the amount you paid from your next month's rent.

*EXAMPLE 1:* You rent an apartment for $400 a month. The pipes under the kitchen sink start leaking, and you know from experience that your landlord is very slow to fix such things You call a plumber, who is a licensed contractor, and find out that it will cost $75 to $100 to fix the leak. You may deliver to your landlord written notice that unless the leak is fixed in ten days, you will pay to have it fixed and deduct the amount from your rent.

*EXAMPLE 2:* Same facts as above, but it is the toilet that stops working. Since a toilet is essential, this would qualify as an emergency. In this case you would be justified in giving the landlord a much shorter period of time -- perhaps as little as 24 hours -- in which to fix the problem, before you resort to self-help.

B. **Termination of the Rental Agreement**

Another provision of the Landlord/Tenant Act, A.R.S. Section 33-1361, allows a tenant to terminate the rental agreement if there is what the statute calls "material noncompliance" by the landlord with the agreement. Since by law, all of the provisions of the Landlord/Tenant Act are considered part of the rental agreement, this includes the landlord's failure to properly maintain the premises as described above. In order to terminate the rental agreement for material noncompliance you must do the following:

1. Give written notice to the landlord specifying the problem and stating that the agreement will terminate in no less than 14 days if the problem is not remedied in 10 days. (Since the statute specifies that termination will occur in "not less than" fourteen days, presumably, you could declare the agreement will terminate in more than 14 days if you wish.)

2. If the problem is one that materially affects health and safety, you may give a shorter notice period. The notice may state that the problem must be remedied in not less than five days or the agreement will terminate in not less than 10 days.

If the landlord adequately remedies the problem before the date specified in your notice, the rental agreement will not terminate. If the problem is not remedied within that time, the agreement will terminate, and you must vacate the premises. In this case, the landlord must return your security deposit just as if you had moved out in the normal course.

C. **Lawsuit for Damages**

In addition to, or instead of terminating the rental agreement, you may sue the landlord for damages. Instead of using self-help, you may also sue for damages. Some examples of damages you might be able to recover would include damage to your personal property, and the diminished rental value of the property.

*EXAMPLE:* The roof of your apartment leaks badly in several. places. During a particularly bad rainstorm, the leakage breaks through in a new place and damages all of your books. Despite your repeated requests, the landlord does not fix the roof and it continues to leak every time it rains. A problem of this type would be grounds for termination of the rental agreement, a claim for damages or both. If you filed a lawsuit your damages would be the value of the books that were destroyed and the diminished rental value of the premises because of the chronic leaking roof.

D. **Wrongful Failure to Supply Heat, Air Conditioning, Cooling, Water, Hot Water or Essential Services**

If your landlord fails to supply heat, air conditioning or cooling, water, hot water or essential services (such as a working toilet and garbage pick-up), you may use any one of the remedies described in sections A, B or C above. In the alternative, and after giving written notice to the landlord, you may do one of the following:

1. Procure reasonable amounts of hot water, running water, heat and essential services and deduct their actual reasonable cost from the rent;

2. Recover damages based on the diminution in the fair rental value of the premises; or

3. Procure reasonable substitute housing, in which case you are excused from paying rent until the problem is remedied. If the cost of the substitute housing exceeds your rent, you may recover the difference, up to 25%. above the amount of your periodic rent. If the landlord's noncompliance is deliberate, you are excused from paying rent and you may recover the full cost of the substitute housing up to the amount of your periodic rent.

Please note: You cannot avail yourself of any of these remedies if the problem was caused by you -- negligently or deliberately -- or by a member of your family or someone on the premises with your permission.

**A NOTE ABOUT "NOTICE"**

The Arizona Landlord/Tenant Act, A.R.S. Section 33-1313, states that a landlord receives notice when it is delivered by hand or mailed by registered or certified mail to the place of business of the landlord through which the rental agreement was made, any place held out by the landlord as the place for the receipt of communications, or to anyone who is his agent (such as the apartment manager or property manager).

Questions: Call 523-4971 to schedule an appointment with the NAU Student Legal Counsel.

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