

# 5 DAY NOTICE TO PAY OR VACATE

TO TENANT(S): \_\_\_\_\_

Past due rent in the amount of \$ \_\_\_\_\_, plus late charges in the amount of \$ \_\_\_\_\_ For the rental of the premises described as

\_\_\_\_\_ is unpaid.

Pursuant to A.R.S. § 33-1368B, Landlord intends to terminate the rental agreement and file a special detainer court action pursuant to A.R.S. § 33-1377 if past due rent is not paid within five (5) days following service of this notice upon Tenant(s).

To avoid having a forcible detainer law suit filed against you which may result in additional costs to you, please pay the past due rent stated above within five (5) days, or vacate the premises described above and give possession to the landlord.

**A COPY OF ARIZONA STATUTES RELATING TO THIS NOTICE AND FORCIBLE DETAINER ACTIONS IS ON THE SECOND PAGE OF THIS NOTICE.**

DATED \_\_\_\_\_

By \_\_\_\_\_  
Party Entitled to Possession

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## CERTIFICATE OF SERVICE

I hereby certify that I delivered a copy of the foregoing notice to \_\_\_\_\_  
at \_\_\_\_\_  
on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of person serving notice

12. "Rental agreement" means all agreements, written, oral or implied by law, and valid rules and regulations adopted under § 33-1342 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.

**33-1375 Periodic tenancy; hold-over remedies**

- A. The landlord of the tenant may terminate a week-to-week tenancy by a written notice given to the other at least ten days prior to the termination date specified in the notice.
- B. The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty days prior to the periodic rental date specified in the notice.
- C. If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is willful and not in good faith the landlord, in addition, may recover an amount equal to not more than two months' periodic rent or twice the actual damages sustained by the landlord, whichever is greater. If the landlord consents in writing to the tenant's continued occupancy, § 33-1314, subsection D applies.

**12-1175. Complaint and answer; service and return**

- A. When a party aggrieved files a complaint of forcible entry or forcible detainer, in writing and under oath, with the clerk of the superior court or a justice of the peace, summons shall issue no later than the next judicial day.
- B. The complaint shall contain a description of the premises of which possession is claimed in sufficient detail to identify the and shall also state the facts which entitle the plaintiff to possession and authorize the action.
- C. The summons shall be served at least two days before the return day, and return made thereof on the day assigned for trial.

**12-1177. Trial and issue; postponement of trial**

- A. On the trial of an action of forcible entry or forcible detainer, the only issue shall be the right of actual possession and the merits of title shall not be inquired into.
- B. If a jury is demanded, it shall return a verdict of guilty or not guilty of the charge as stated in the complaint. If a jury is not demanded the action shall be tried by the court.
- C. For good cause shown, supported by affidavit, the trial may be postponed for a time not to exceed three calendar days in a justice court or ten calendar days in the superior court.

**12-1178. Judgment; writ of restitution; limitation on issuance; criminal violation; notice**

- A. If the defendant is found guilty, the court shall give judgment for the plaintiff for restitution of the premises, for all charges stated in the rental agreement and for damages, attorney fees, court and other costs and, at the plaintiff's option, all rent found to be due and unpaid through the periodic rental period, as described in § 33-1314, subsection C, as provided for in the rental agreement, and shall grant a writ of restitution. The person designated by the judge to prepare the judgment shall ensure that the defendant's social security number is not contained on the judgment.
- B. If the defendant is found not guilty, judgment shall be given for the defendant against the plaintiff for damages, attorney fees and court and other costs, and if it appears that the plaintiff has acquired possession of the premises since commencement of the action, a writ of restitution shall issue in favor of the defendant.
- C. No writ of restitution shall issue until the expiration of five calendar days after the rendition of judgment. The writ of restitution shall be enforced as promptly and expeditiously as possible. The issuance or enforcement of a writ of restitution shall not be suspended, delayed or otherwise affected by the filing of a motion to set aside or vacate the judgment or similar motion unless a judge finds good cause.
- D. A defendant who is lawfully served with a writ of restitution and who remains in or returns to the dwelling unit, as defined in § 33-1310, or remains on or returns to the mobile home space, as defined in § 33-1409, or the recreational vehicle space, as defined in § 33-2102, without the express permission of the owner of the property or the person with lawful control of the property commits criminal trespass in the third degree pursuant to § 13-1502.
- E. If the defendant is found guilty under subsection A of this section, the court shall give the defendant notice that a defendant who is lawfully served with a writ of restitution and who remains in or returns to the dwelling unit or remaining on or returns to the mobile home space or the recreational vehicle space without the express permission of the owner of the property or the person with lawful control of the property commits criminal trespass in the third degree pursuant to § 13-1502.