



PINAL COUNTY JUSTICE COURTS

**5-DAY NOTICE
NON-PAYMENT
OF RENT**

**INSTRUCTIONS
&
FORMS**

5 day notice For non-payment of rent A.R.S. § 33-1368(B)

USE: When a tenant fails to pay rent or other charges due and owing under a lease or rental agreement (oral or written).

WHEN: A 5-day notice can be given any time after rent and/or other charges are in arrears.

- ✓ If a payment is made by the tenant of all overdue charges within the 5-day period, the rental payment is deemed reinstated.
- ✓ If the tenant fails to pay by the end of the 5-day period, a forcible detainer action can be filed with the court on the 6th day.
- ✓ Acceptance of partial payment by the landlord is deemed a waiver of the right to terminate for non-payment of rent unless otherwise agreed (landlord shall have the tenant sign an *Acceptance of partial payment and non-waiver agreement form*). **A.R.S. § 13-1371(B)**
- ✓ Variation: Suppose a \$400.00 monthly payment of rent is due and owing on the 1st day of each month. On the 2nd day of the month the tenant makes a partial payment in the amount of \$200.00. If the landlord accepts this partial payment- rent is now paid through the 15th of the month. Although the remaining ½ of the month's rent is still due and owing, because the partial payment has been accepted, a 5-day notice cannot be given until the rent is once again in arrears (i.e. on the 16th day of the month, or thereafter). *This example is given only for illustrative purposes, and obviously, the dates and amount may vary.* **A.R.S. § 1371(B)**

EFFECTIVE DATES OF NOTICE, A.R.S. § 33-1313

CERTIFIED MAIL. When the notice is sent by certified mail it becomes effective on the date the notice is actually received by the tenant or five days after the date the notice is mailed, whichever occurs first. A five day notice sent by certified mail becomes a 10 day notice (5 + 5). The forcible detainer complaint can be filed with the court on the 11th day.

PERSONAL DELIVERY. The hand-delivered notice becomes effective when received by the tenant. The forcible detainer complaint can be filed with the court on the 6th day.

Any step reasonably calculated to inform a person (whether or not the other actually comes to know of it) may be considered proper notice.

Notices taped to the tenant's door are not considered as proper notice.

For the purpose of this section "days" are calendar days. When filing a forcible detainer action, please bring a copy of your notice to the court.

Please refer to the ARIZONA RESIDENTIAL LANDLORD & TENANT ACT for complete details.

5-DAY NOTICE

NON-PAYMENT of RENT TERMINATION of TENANCY DEMAND for POSSESSION

Tenant: _____

Address: _____

Apt. No. _____

Date: _____

Your rent from _____ to _____ is past due and unpaid. Pursuant to **A.R.S. § 33-1368(b)**, you are hereby notified that if you fail to pay your rent in the amount of \$_____ in full on or before _____ your tenancy will be terminated. If the rent is paid in full then your rental agreement will remain in effect. If the rent is not paid in full on or before _____, then pursuant to **A.R.S. § 12-1173**, I demand that you vacate the premises and surrender possession to me on or before _____. If you fail to comply with the above, I will institute legal action for forcible detainer.

Owner/Owner's Agent

Phone

ACCEPTANCE OF PARTIAL PAYMENT and NON-WAIVER AGREEMENT

To: _____
 Owner/Owner's agent

Re: _____

Address: _____

Apt. No. _____

Date: _____

I/We acknowledge that rent was due and payable on _____, and is now in default in the total amount of \$_____. I/We ask to pay this amount in the following manner:

Amount \$	Date Due:	Comment: 1 st partial payment
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I/We understand that the total amount must be paid in full prior to the date of any forcible detainer hearing now scheduled.

In accordance with **A.R.S. § 33-1371**, it is hereby understood and agreed that by acceptance of any partial payment, management does not waive its right under law of the rental agreement. I/We understand and agree that failure to pay any of the amounts stated herein by the date so specified shall cause the total amount to become immediately due and payable in full and also entitle management to continue or immediately commence legal proceedings, through forcible detainer action, without further demand.

 Resident

 Resident

Received this _____ day of _____, 20_____.

By: _____
 Owner/Owner's Agent