# Notice for Failure to Pay Rent
# 5-Day Notice to Pay Rent

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|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| 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** $ 0.00 as of this date: _____. *(Your deposit may not be used for rent.)*

The total includes:

**A. Rent** **$** 0.00

1. Current month/week $ _____
2. Prior balance $ _____
3. Other $ _____ why _____.

(Must be listed in rental agreement. Add additional lines if needed for other charges listed in the rental agreement.)

**B. Late fees** *(if late fees are allowed in the rental agreement)*

**$** _____ per day for _____ days

**Total** **$** 0.00 ***(The amount will continue to increase each day the rent is not paid)***

**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.

**Notice:** The lease must be reinstated if you offer to pay all the rent due, plus late fees, court costs and attorney's fees before the judgment is signed.

**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 rental agreement, you may be required to pay damages, attorney fees, and court costs. The judge will decide if you have to move or can legally 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, the Maricopa County Justice Courts, www.AZLawHelp.org or AZCourtHelp.org.