

# NOTICE TO IMMEDIATELY TERMINATE LEASE AGREEMENT DUE TO MATERIAL AND IRREPARABLE NONCOMPLIANCE

Document:  
August 2013



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. Date: \_\_\_\_\_  
2. To: \_\_\_\_\_ **SAMPLE** \_\_\_\_\_ And All Occupants  
3. Premises: \_\_\_\_\_ **SAMPLE** \_\_\_\_\_

4. Pursuant to A.R.S. §33-1368(A) you are hereby notified that you are in material and irreparable noncompliance ("breach") of your Lease Agreement and/or the Arizona Residential Landlord Tenant Act, including A.R.S. §33-1341.

6. On \_\_\_\_\_ 20\_\_\_\_, you, your household members, or your guests were involved with the following specific acts and/or omissions constituting the material and irreparable breach which constitutes:

- 8.  illegal discharge of a weapon
- 9.  homicide as defined in A.R.S. §13-1102 through 13-1105
- 10.  prostitution as defined in A.R.S. §13-3211
- 11.  criminal street gang activity as prescribed in A.R.S. §13-105
- 12.  activity participating in or assisting a criminal syndicate as prohibited in A.R.S. §13-2308
- 13.  unlawful manufacturing, selling, transferring, possessing, using or storing of a controlled substance as defined in A.R.S. §13-3451
- 14.  threatening or intimidating as prohibited in A.R.S. §13-1202
- 15.  assault as prohibited in A.R.S. §13-1203
- 16.  acts that have been found to constitute a nuisance pursuant to A.R.S. §12-991
- 17.  a breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, the landlord's agent or another tenant or involving imminent or actual serious property damage:

19. \_\_\_\_\_  
20. \_\_\_\_\_

21. Your Lease Agreement is terminated effectively immediately, and if you fail to vacate the Premises, the landlord shall proceed with a special detainer action ("eviction") pursuant A.R.S. §33-1377.

23. **Landlord/Property Manager**

24. \_\_\_\_\_ **SAMPLE** \_\_\_\_\_  
^ LANDLORD/PROPERTY MANAGER / AUTHORIZED REPRESENTATIVE'S SIGNATURE

25. \_\_\_\_\_ ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

26. \_\_\_\_\_ TELEPHONE \_\_\_\_\_

27. **Notice Delivered:**

28.  Certified Mail  
29.  Receipt Number: \_\_\_\_\_ **SAMPLE** \_\_\_\_\_

30.  Hand-Delivered  
31.  Acknowledgment of Hand Delivery by Tenant: \_\_\_\_\_ **SAMPLE** \_\_\_\_\_

Pursuant to A.R.S. §33-1313, receipt of notice occurs when the notice is actually received, delivered in hand to the tenant, or mailed by registered or certified mail to the tenant at the place held out by the tenant as the place for receipt of the communication or, in the absence of such designation, to the tenant's last known place of residence. If notice is mailed by registered or certified mail, the tenant is deemed to have received such notice on the date the notice is actually received by the tenant or five days after the notice is mailed, whichever occurs first.