

# NOTICE TO TERMINATE LEASE AGREEMENT DUE TO MATERIAL NONCOMPLIANCE

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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 noncompliance ("breach") of your Lease Agreement and/or the Arizona Residential Landlord Tenant Act.

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

8. \_\_\_\_\_  
9. \_\_\_\_\_  
10. \_\_\_\_\_  
11. \_\_\_\_\_  
12. \_\_\_\_\_  
13. \_\_\_\_\_  
14. \_\_\_\_\_  
15. \_\_\_\_\_  
16. \_\_\_\_\_  
17. \_\_\_\_\_  
18. \_\_\_\_\_  
19. \_\_\_\_\_  
20. \_\_\_\_\_  
21. \_\_\_\_\_

22. **This breach of the Lease Agreement is:**

23.  **Curable:** Your Lease Agreement shall terminate **ten (10) days** after receipt of this notice if the breach is not remedied in **ten (10) days**. Note: If you remedy this breach and there is an additional act of these types of noncompliance of the same or a similar nature during the term of the lease or any renewals thereof, your lease may be terminated and you may be evicted in a special detainer action pursuant to A.R.S. §33-1377.

27.  **Not Curable:** The specific acts and/or omissions constituting the breach include material falsification of the information provided in the Lease Application and are not curable; therefore, your Lease Agreement shall terminate in **ten (10) days**.

29. **Landlord/Property Manager**

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

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

32. \_\_\_\_\_ TELEPHONE \_\_\_\_\_

33. **Notice Delivered:**

34.  Certified Mail  
35.  Receipt Number: \_\_\_\_\_ **SAMPLE** \_\_\_\_\_

36.  Hand-Delivered  
37.  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 tenant or five days after the date the notice is mailed, whichever occurs first.