



# EVICTION COURTS ARE CLOSED AND EVICTIONS SUSPENDED AGAINST ANYONE IMPACTED BY COVID-19

## Information for Arizona Tenants

Updated 3/26/20 – this info may become outdated as circumstances change

### Because of COVID-19, I can't pay rent. Can I be evicted?

The Arizona Governor issued an [Executive Order](#) suspending evictions against anyone who is affected by COVID-19 or unable to pay rent as a result of the current health crisis. This order is in effect for 120 days (March 24-July 22).

**TO ASSERT THIS RIGHT** the **tenant must notify the landlord in writing**. Tenants cannot be evicted if they cannot pay rent due to any of the following reasons:

- If you have self-quarantined due to symptoms or possible exposure to COVID-19
- Underlying health conditions that make you more at risk from COVID-19 than the average person
- Loss of income due to any of the following:
  - Job loss
  - Compensation reduction
  - Closure of your workplace
  - Obligation to miss work to care for a school-age child at home
  - Other pertinent circumstances – this could include *anything* affecting your ability to pay due to the crisis, for example: increased medical or household costs from caring for loved ones, someone else in the household is immunocompromised, etc.

**We have included a sample letter below that you can fill out and send in advance of each rent deadline.** Make sure to keep a copy for yourself and proof of mailing, either through certified mail or by cc'ing yourself on an email.

Including supporting documentation is helpful but not mandatory. This could include medical notes, termination letters, etc.

A landlord cannot force you out of your home him/herself—you only need to leave if a court orders an eviction and constables go to enforce it. Most Arizona courts have temporarily halted all eviction hearings. Additionally, constables in some counties have decided not to carry out eviction orders during the crisis. [Check for updates from the courts.](#)

### So will there be no evictions at all?

The Executive Order does not prohibit a landlord from evicting you should you violate other terms of your lease. However, a landlord may not evict you for having COVID-19 symptoms, or any of the other reasons given as to why the current health crisis prevents you from paying rent.

### Do I still have to pay rent?

Legally, you are still bound by all your lease obligations, including timely rent payments. This may include payment of any late fees if specified by your lease. It is important to have a copy of your lease and understand its terms. The Governor's order only suspends eviction for the reasons listed above—it does not freeze rent payments.

If your landlord is willing to work with you on rent forgiveness or a payment plan, get this agreement in writing as it may help prevent an eviction if you are unable to pay the full amount when the Executive Order is no longer in place.

### What happens after the 120-day eviction suspension?

We don't know! If the Executive Order is not extended and things return to "normal," landlords could file evictions for nonpayment of rent (including failure to pay rent and late fees during the eviction suspension period).

### Can my landlord shut off my utilities or change the locks to force me out?

No. A landlord cannot pressure you to leave by shutting off utilities or changing locks. [More info on utility shut-offs.](#)

### Does my landlord still have to honor repair requests?

Yes, usually. Landlords generally must make necessary repairs when a tenant makes a written request, regardless of whether the rent is paid. [More about tenants' rights to repairs.](#) [Make a repair request.](#)

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*Instructions: Complete this letter and send it to your landlord, keeping a copy for yourself.*

Date: \_\_\_\_\_  
Landlord address or email address: \_\_\_\_\_  
Re: My tenancy at [address] \_\_\_\_\_

Dear Landlord,

Due to the public health emergency caused by COVID-19, I am unable to pay my rent in a timely manner. On March 24, 2020, Governor Doug Ducey issued Executive Order 2020-14, suspending evictions for 120 days for COVID-19 related reasons. I am giving you written notice as required by the Executive Order.

I am unable to pay rent because I:

[check 1 or more boxes]

- Or someone in my home is required to be quarantined based on a diagnosis or symptoms of COVID-19.
- Have a health condition that makes me more at risk for COVID-19 than the average person.
- Have suffered a substantial loss of income resulting from COVID-19, specifically:
  - \_\_\_\_\_ Job loss
  - \_\_\_\_\_ Reduction in compensation
  - \_\_\_\_\_ Closure in place of employment
  - \_\_\_\_\_ Obligation to be absent from work to care for home-bound school-age child
  - \_\_\_\_\_ Other: \_\_\_\_\_

Supporting documentation, if available.

- I have attached supporting documentation. List types of documentation: \_\_\_\_\_
- I do not have supporting written documentation, however, I can provide more information by:  
\_\_\_\_\_

Under Governor Ducey's Executive Order, landlords may not interpret any of the above reasons as violations of the health and safety provisions of a lease, or as other justification to terminate a lease.

I acknowledge that the contractual terms of the lease remain in effect.

Thank you for your understanding during this time of crisis.

Sincerely,

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed name]