The Rental Playbook

chimirental.com/playbook · version of November 2026

This is our own process, shared as-is and without warranty. It is not legal, tax or financial advice. Laws differ by state and city and change often; anything marked Arizona / Tucson is local to us. Check your own law, and have a local attorney review anything that affects a tenancy or money.

Read This First

Whose process this is, how to read it, and the few rules everything else is built on.

Key takeaways

- This is how we run our own rentals in Tucson, Arizona. Borrow anything, but check it against your own state and city.
- Anything in a highlighted Arizona / Tucson box is local. Don't assume it applies where you are.
- Write it down: every promise, notice, photo and payment goes in the tenant's file the day it happens.
- Treat every applicant and tenant the same way, using the same written criteria, every time.
- When a notice, a deposit or an eviction is involved, slow down and get a local attorney to check it.

What this is

This is the playbook we run our own rentals on. We wrote it for ourselves and for the people who help us, so it's specific: what we send, when we send it, and what we've learned the hard way. Our rentals are long-term, mostly single-family homes and small multifamily, mostly in Tucson, Arizona.

It's free. Read it, copy it, change it, hand it to your team. You don't need our software to use any of it. We run all of this in Chimi Rental today, but every step works with a spreadsheet, a calendar and an email account.

Please read the fine print

This is **our own process, shared as-is**. It is not legal, tax, accounting or financial advice, and it doesn't create any professional or client relationship with us.

- Landlord-tenant law is different in every state, county and city, and it changes often. Something that is fine in Tucson can be illegal somewhere else, and some of what we describe may already be out of date where you are.
- The templates and forms are starting points. Read them, adapt them, and have a local attorney review anything that affects someone's housing or money: leases, notices, deposit deductions, fees, evictions.
- We make no promise that anything here is complete, current or right for your situation. If you use it, you're responsible for how you use it, and you agree that Chimi Rental and its people are not liable for what happens as a result.

When in doubt, call a local landlord-tenant attorney. It costs far less than getting a notice wrong.

How to read it

The chapters follow a rental from empty house to move-out, in order:

1. Prepare the house for rent
2. Marketing and showings
3. Applicant screening
4. Tenant setup and move-in
5. Rent collection
6. Maintenance
7. Tenant problems
8. Lease renewal and rent increases
9. Move-out and the security deposit
10. Ending a tenancy early and evictions

Each chapter starts with **key takeaways**, the short version for when you're busy. Templates, scripts and checklists are listed under **Downloads** in each chapter, as editable Word files and PDFs.

> **Arizona / Tucson only.** Boxes like this one mark rules that come from Arizona law (the Arizona Residential Landlord and Tenant Act, A.R.S. Title 33, Chapter 10) or from how things work in Tucson and Pima County. We link the statute where we can. If you're outside Arizona, treat these boxes as "find out what your state says about this," not as the answer.

The rules everything else is built on

1. One set of written criteria, applied to everyone. Screening standards, fees, rent increases and late-fee handling are written down before you need them, and applied the same way to every person. That's fair, and it's also your best defense. Federal fair housing law protects race, color, religion, sex, national origin, familial status and disability; many states and cities add more.

2. If it isn't written down, it didn't happen. Every showing, phone call, promise, notice, photo, invoice and payment goes into the tenant's file the day it happens. Notices go out with proof of delivery.

3. Respond fast, promise carefully. We answer tenants within one business day. We never promise a repair date, a refund or an outcome we don't control.

4. Price to fill, not to wait. A vacant month costs more than a slightly lower rent. We price a little under market so we get more than one good applicant to choose from.

5. Reward good tenants. Most of our margin comes from tenants who stay. Renewal offers, quick repairs and small thank-yous cost less than turnover.

6. No self-help, ever. We never change locks, shut off utilities, remove belongings or threaten anyone to make them leave. Ending a tenancy goes through notices and the court, or through a written agreement both sides sign.

Tools we use

You need four things. Any brand will do.

- **A property-management app** for listings, applications with credit and background checks, online rent payment, maintenance requests and the tenant ledger. We use Chimi Rental.
- **E-signature** for leases, addenda and renewals.
- **A shared drive** with one folder per property, and inside it one folder per tenancy: application, lease and addenda, inspections, notices, maintenance, and move-out. Name files with the date first (`2026-03-04 Move-in inspection.pdf`) so they sort.
- **A calendar** for every deadline in this playbook: showings, lease ends, renewal offers, notice cure dates, deposit return dates.

Prepare the House for Rent

Turning a house over between tenants, setting the rent, and getting a listing ready.

Key takeaways

- Start the turnover the day the old tenant's notice arrives, not the day they leave.
- Rekey between every tenancy. It's cheap and it's the first thing a new tenant will ask about.
- Price at fair market minus 100. Aim for at least two qualified applicants to choose from.
- No good applicants after two weeks? Lower the rent. Don't wait it out.
- Photograph everything before move-in. Those photos settle deposit disputes a year later.

Timeline

When	What
Notice to vacate arrives (or you decide not to renew)	Book the move-out inspection, line up cleaners and vendors, set the rent, start the listing draft
About 2–4 weeks before the lease ends	Listing goes live; showings start with proper notice to the current tenant
Move-out day	Move-out inspection (see *Move-Out and the Security Deposit*)
Move-out + 1 to 7 days	Make-ready work, cleaning, rekey, final photos
Before keys go to the new tenant	Walk the house against the make-ready checklist one last time

The goal is zero empty days. That only happens if the work starts before the old tenant leaves.

Make-ready checklist

Walk the whole house with the **Make-Ready Checklist** download. The short version:

Systems and safety

- Test every smoke detector and carbon monoxide detector. Replace batteries; replace any detector past its date.
- Run the oven, every burner, the dishwasher and the garbage disposal.
- Check the water heater: no leaks, no rust at the base, the relief valve isn't dripping.
- Run one load in the washer and dryer if they come with the house. Clean the dryer vent all the way to the outside.

- Replace the HVAC filter. Run the AC or heat long enough to feel it working.
- Run every faucet and flush every toilet. Look under each sink for drips and soft cabinet floors.
- Try every lock, window latch, sliding door and gate.

Mold and moisture: dark corners of the laundry room, bathroom tile and caulk, closets on exterior walls, under sinks.

Surfaces: patch and touch up walls, check flooring for damage, professionally clean windows if needed, steam-clean carpets.

Outside: landscaping trimmed and weeded, irrigation running, trash bins present, house numbers visible.

Locks: rekey or replace the locks for every tenancy. Keep a key log: how many keys, garage remotes, mailbox keys and pool or gate keys went out, so you know exactly what to collect back.

Cleaning: a full move-in clean of the kitchen (inside appliances and cabinets), bathrooms, floors, windows and sills, fans and vents. The checklist download has a room-by-room list.

Photos: once it's clean, take dated photos and a walk-through video of every room, every appliance, and the yard. These become your move-in condition record.

> **Arizona / Tucson only.** In Tucson, the cooling system is the most important thing in the house from May to October. Service the AC (or evaporative cooler) before summer, and treat a dead AC in summer as an emergency (see *Maintenance*). Arizona also requires owners of residential rentals to register the property with the county assessor (A.R.S. § 33-1902); in Tucson that's the Pima County Assessor. Check your registration whenever ownership or your contact details change.

Federal rule, everywhere: if the house was built before 1978, you must give every new tenant a lead-based paint disclosure and the EPA pamphlet *Protect Your Family From Lead in Your Home* before they sign. You can get both free from the EPA's lead disclosure page.

Setting the rent

1. Pull comparable rents for the same bedroom and bath count within about a mile. We use Rentometer plus active Zillow and Apartments.com listings.
2. Price at **fair market minus $50 to $100**. The point is to have at least two qualified applicant groups to choose from, not to squeeze out the last dollar.
3. Decide the extras up front and write them in the listing: pet rent, which utilities the tenant pays, who handles the yard, whether HOA dues are included.
4. If you have no qualified applications after about two weeks of showings, **lower the price**. One empty month usually costs more than a year of a slightly lower rent.

The listing

Have this ready before you post:

- Bedrooms, bathrooms, square feet, property type (house, duplex, apartment)
- Rent, deposit, pet rent, application fee, and which utilities the tenant pays
- Appliances included (washer and dryer?), parking, yard, pool, laundry
- What's nearby: schools, grocery, hospital, parks, bus line
- 15 to 25 good photos. Lead with the best room and the outside. Order matters: people decide from the first three.

- Your **qualification criteria**, written out (see *Applicant Screening*). Putting them in the listing saves you dozens of calls from people who don't qualify.

Post it everywhere it's free or cheap. We use Zillow Rental Manager (which also feeds Trulia and HotPads), Apartments.com, Facebook Marketplace, and our own website. Use the same text and criteria everywhere.

Every listing reply gets the same first answer: it's available, here are the requirements, and send your name, phone number and email so we can call you to set up a tour. The **Listing Template** download has the listing text and the reply messages.

Showing an occupied house

If the current tenant is still living there, showings need their cooperation and proper notice.

- Tell them the showing windows as early as you can, ideally a week ahead. Group showings into a few windows rather than scattering them through the week.
- They don't have to be home. Suggest they put away valuables and personal items.
- Say thank you. A tenant who cooperates with showings is doing you a favor, and it's worth mentioning in their reference.

  Arizona / Tucson only. Arizona requires at least two days' notice before a landlord enters, unless it's an emergency or notice is impracticable, and entry must be at reasonable times (A.R.S. § 33-1343). Your lease may require more. Showing the house to prospective tenants counts as entry.

Marketing and Showings

Answering leads, the prescreen call, and running showings that turn into applications.

Key takeaways

- Answer every inquiry the same day with the same reply: it's available, here are the requirements, send your phone and email.
- A 10-minute prescreen call saves an hour-long wasted showing. Use a script so every caller gets the same questions.
- Confirm every showing the day before. Not the morning of.
- Keep showings to about 15 minutes per group, and let people look around on their own first.
- Send the application link within one business day of the showing, while they still remember the house.

Leads

Leads come in from listing sites, Facebook, signs and referrals. Every one of them gets logged in one place (your property-management app or a simple sheet) with name, phone, email, which property, and where they found it. "Where they found it" tells you which sites are worth paying for.

First reply, same day. Use the reply from the **Listing Template** download:

- Yes, it's available.
- The headline requirements: income, minimum credit score, pet policy and pet rent, no smoking, and the application fee per adult.

- Ask for their name, phone number and email so you can call them and schedule a tour. Tell them when you'll call (we say "within a few days" and then do it sooner).

If you call and they don't pick up, text: "Hi, I tried to call about the house on [street], no worries if now's not good. Let me know when you're free for a quick chat." Then try once more. After two tries, move on.

The prescreen call

The prescreen call is 10 minutes, ideally scheduled. We send a scheduling link (Calendly or similar) so people book their own slot. Use the **Prescreen Call Script** download and ask every caller the same questions. That's how you stay consistent and fair.

1. Introduce the house. Square feet, bedrooms and baths, layout, yard, laundry, included appliances. Ask if they have questions.

2. State the terms and the criteria plainly.

- Rent and security deposit
- Pet rent per pet per month, and the pet limit
- Minimum credit score, and income of at least 3× the rent for the whole household combined
- No smoking of any kind, inside or near the building
- The application fee per adult, and that it's non-refundable

Then ask, "Does all that work for you?" If it doesn't, thank them and end the call kindly. You've both saved time.

3. Learn about them. Ask everyone the same questions:

- When do you want to move, and how long do you plan to stay?
- Who will live there? (Everyone 18 or older will need to apply.)
- What do you do for work?
- Any pets? What kind, how many, how big?
- Does anyone smoke?
- Any evictions or money owed to a past landlord?

4. Explain the process. Tour first. If they like it, they apply online, and the application includes a credit and background check. They'll need photo ID, recent pay stubs and bank statements.

5. Book the tour and send the confirmation message right away.

On pets: most of our homes accept up to two pets, with weight limits and some breed restrictions that come from our insurance. Ask your insurer for their list. Service animals and assistance animals are not pets: no pet rent, no pet deposit, no breed or weight limit. Handle those requests through the reasonable-accommodation process, not the pet policy.

When someone's credit is under the minimum, ask what happened, and listen. Some situations are worth a conditional approval with a larger deposit, within your state's cap. Be honest that you can't guarantee anything when several people are applying. Whatever you decide, write it down and offer the same option to anyone in the same situation.

Confirming showings

- **Right after the call:** send the confirmation (date, time, address, gate code if there is one) and repeat the qualification criteria. Some people will cancel after reading them, which is fine.
- **The day before:** call or text to confirm. This one habit prevents most no-shows. Don't wait until the morning of the showing.
- **Day of:** a short reminder that the tour takes about 15 minutes and you have another one after.

Group showings back to back when you can. Two or three groups in an hour is efficient for you, and seeing other applicants tells people the house won't last.

At the showing

1. Arrive 15–20 minutes early. Open blinds, turn on lights, set the thermostat to something comfortable, pick up any trash in the yard.
2. Let them walk through on their own first. Don't narrate.
3. Then go through the **Showing Checklist** download with them:
    - Square feet, community pool, nearby schools, grocery and hospital
    - Which utilities they pay, and who handles the yard
    - HOA: who pays the dues, and that the tenant pays any violation fines they cause
    - What the tenant maintains (keeping the house clean, light bulbs, batteries, clogged drains they cause) versus what you maintain (AC, plumbing, appliances you provided, the structure)
    - Everything happens in an app (rent, maintenance requests, messages), so they'll need a smartphone or computer
    - How to apply, the fee, the documents they'll need, and the criteria one more time
4. Mention, if it's true, that others are applying, and that a complete application with all documents gets reviewed first.
5. Keep it to about 15 minutes per group.

After the showing

- **Within one business day**, send the application link to everyone who toured and was interested, with the list of documents to upload: photo ID, the three most recent pay stubs (or other proof of income), and three months of bank statements.
- Log the showing outcome for each lead.
- Group people applying together (a couple, roommates) under one application group so you evaluate the household as a unit.

International students and new arrivals often don't have US credit. Accept equivalent documents (passport, visa and I-20, and proof of funds such as bank statements or a sponsor letter) and apply the same alternative to everyone in that situation.

Applicant Screening

Written criteria, what we verify, how we choose between applicants, and how we say no.

Key takeaways

- Write your criteria down before the first showing, publish them, and never make an exception you wouldn't make for everyone.
- Income is for the whole household combined: at least 3× the monthly rent.
- Verify, don't trust: call the previous landlord (not just the current one) and the employer.
- When two applicants both qualify, the earlier complete application wins. It's simple, fair and easy to explain.
- If you deny someone because of their credit report, federal law requires an adverse action notice.

Our written criteria

Every applicant gets these in writing before they apply: in the listing, in the showing confirmation, and in the **Rental Criteria** download. Change the numbers to fit your market, but keep them written and keep them the same for everyone.

An application can be denied for:

- Combined income of all applicants under 3× the monthly rent
- An average credit score below 580 across the applicants
- An eviction or broken lease in the last year
- Money still owed to a previous landlord
- Multiple collection accounts
- A bounced check written in the last three years
- False or incomplete information on any application
- Moving in with more than two pets (assistance animals are not pets)
- Criminal history that poses a demonstrable risk to residents or property (see below)

Who applies: every adult (18+) who will live in the home fills out an application and pays the screening fee.

Occupancy: our standard is two people per bedroom (a 3-bedroom house is up to six people). Don't go stricter than that without checking local codes: occupancy limits that are too strict can be familial-status discrimination.

Criminal history: blanket "no felonies" rules can violate fair housing law. Look only at convictions (not arrests), consider how serious the offense was and how long ago it happened, and apply the same rule to everyone. HUD's guidance on criminal records is worth reading before you write this criterion. Some cities restrict it further.

What we don't screen on: anything about a protected class: race, color, religion, sex, national origin, familial status, disability, plus anything your state or city adds (source of income, sexual orientation, gender identity, age, military status and others are protected in many places). Don't ask, don't search social media for it, don't note it. Ask everyone the same questions and decide on the written criteria alone.

> **Arizona / Tucson only.** Arizona caps the security deposit plus prepaid rent at one and a half months' rent; a tenant may choose to pay more in advance (A.R.S. § 33-1321(A)). That cap limits how much extra deposit you can ask from a borderline applicant. Any fee you call non-refundable (like an application fee) must be described as non-refundable in writing, with its purpose; otherwise it's refundable (§ 33-1321(B)).

What we check

Applications go through our property-management app, which runs the credit and background check (about $35 per adult, paid by the applicant). Each application packet should include:

- Photo ID for each adult
- Proof of income: the three most recent pay stubs, an offer letter, benefits or award letters, or tax returns for self-employment
- Three months of bank statements
- Rental history for the last two to three years

Then we verify:

1. Income. Pay stubs should match the bank deposits. For self-employed applicants, look at a year of statements, not one good month.

2. Previous landlord. Call the *previous* landlord, not only the current one. A current landlord who wants a problem tenant gone may give a glowing reference. Confirm the address and dates, that the applicant was on the lease, the rent, and whether it was paid on time. Ask about complaints, pets, notice given, the condition of the home at move-out, and the most useful question: *would you rent to them again?* The **Verification Call Scripts** download has the full list.

3. Employer. Confirm employment, start date, full or part time, position and pay. Many employers will only confirm dates and title; that's fine.

4. Credit and background. Look for evictions, landlord collections and judgments, and the overall pattern of payments, not just the score.

Log everything in the application record as you go. By the time you make a decision you should have, for each adult: contact details, ID, income documents, credit check, background check and landlord reference.

Choosing between applicants

1. Drop any application that doesn't meet the written criteria.
2. Of the ones that do, the **earliest complete application wins**: all adults applied, all documents uploaded, fee paid. Not the one who seems nicest, and not the highest income. This rule is easy to explain, easy to defend, and it rewards people who move quickly.
3. Decide within two business days of the application being complete. Good applicants are applying elsewhere too.

Saying yes

Call the approved applicant first. It's good news and they'll remember the call. Then send the approval email from the **Application Decision Letters** download, and go to *Tenant Setup and Move-In*.

Don't reject the runner-up until the approved applicant has signed the lease and paid. Tell the runner-up honestly that someone else is ahead of them and you'll know within a few days.

Saying no

Every applicant who isn't chosen gets a written answer within a few days. Keep it short and factual, and give the real reason:

- Another applicant who also qualified applied earlier.
- The household income didn't meet three times the rent.
- The average credit score didn't meet our minimum.
- Something in the background check didn't meet our written criteria.

If any part of the decision was based on the credit or background report, including approving someone only with a larger deposit, the federal Fair Credit Reporting Act requires an *adverse action notice*. It must name the screening company, say that the company didn't make the decision, and tell the applicant they can get a free copy of their report and dispute anything inaccurate. The rejection letter in the downloads includes this wording. Most screening services also send one automatically; check that yours does.

Keep all applications, reports and notes, including the ones you denied, for at least two years (longer if your state requires it). If someone ever claims discrimination, those records are your evidence.

Tenant Setup and Move-In

From approval to keys: the lease, the move-in money, the welcome packet, the move-in inspection, and taking over tenants from a previous owner.

Key takeaways

- No keys until every lease document is signed and all move-in money has cleared. No exceptions, no 'I'll pay Monday.'
- Give the lease a 3-business-day signing deadline, and walk the tenant through it on a call before they sign.
- Take move-in money and rent by bank transfer (ACH). Card payments can be disputed and reversed months later.
- The move-in inspection, signed by the tenant with photos, is the most important document you'll have at move-out.
- Inherited tenants get a new-landlord letter, a contact form and a new lease, with a firm deadline to return them.

The approval call and email

Call first. Tell them:

- They're approved (or conditionally approved, with the condition).
- The lease and documents will arrive by email for e-signature, and must be signed within **3 business days**.
- Move-in money is paid through the rent app, and must clear before move-in.
- The proposed move-in date and time. Settle it on the call.
- No keys until everything is signed and paid.

Then send the approval email from the **Application Decision Letters** download. It sets out the signing deadline, exactly what's due before move-in (first month's rent, pet rent, deposit), the monthly amount after that, and the move-in appointment.

Don't mark them as a tenant in your system until the lease is signed. Until then they're an approved applicant, and you keep the runner-up warm.

The lease package

Send for e-signature, with the landlord signing first:

- **The lease**, built from a lease form written for your state. Don't use a generic national form.
- **Lease addendum** with your house rules (smoking, guests, yard, HOA, etc.)
- **Pet addendum**, if they have pets (type, breed, name, weight)
- **Lead-based paint disclosure** and the EPA lead pamphlet, if the home was built before 1978 (federal requirement)
- Anything else your state requires (see the Arizona box below)

The lease review call

Book a 20-minute call within a day of sending the lease and go through it together using the **Lease Review Call Script** download. This one call prevents most of the arguments we've ever had with tenants, because nobody can say "I didn't know." Cover:

- Start and end dates, rent, deposit, pet rent, total monthly payment
- Rent is due on the 1st. Explain the grace period, the late fee and when it applies, and what happens after that, exactly as your lease and state law say.
- How to pay: the app, bank transfer only, set up autopay
- Which utilities they put in their name before move-in, and by when
- What you maintain versus what they maintain; washer and dryer included or not
- Guests: anyone staying longer than the lease allows (ours: 14 days) must apply
- Locks: if they change a lock, you need a key; there's a fee in the lease if they don't
- Missed appointments: if a vendor can't get in during a scheduled window, there's a trip charge
- No smoking of any kind, including marijuana, in or near the home
- How much notice to give before the lease ends, and what happens if they don't (month-to-month at a higher rent, as the lease says)
- The pet addendum and lead disclosure, if any

Pause after each section and ask if they have questions. End with, "There's more in the lease than I covered, so please read all of it before you sign."

Arizona / Tucson only. At or before move-in, an Arizona landlord must:

- give the tenant a signed copy of the lease, a **move-in form** for noting existing damage, and written notice that they may be present at the move-out inspection (A.R.S. § 33-1321(C));
- disclose in writing the name and address of the person managing the property, and of the owner or the owner's agent for legal notices, and tell the tenant in writing that the Arizona Residential Landlord and Tenant Act is available on the Arizona Department of Housing website (§ 33-1322);
- give bed-bug educational materials to new and existing tenants, and not lease a unit with a known current infestation (§ 33-1319). This one doesn't apply to a single-family home rented by its landlord, but we do it anyway.

We put the disclosures in the lease addendum so they're signed with everything else. Late fees in Arizona must be reasonable and written in the lease (§ 33-1368(B)).

Move-in money

- Collect the first month's rent (prorated if mid-month), pet rent and the security deposit through the app, by **bank transfer (ACH) only**. Card payments can be charged back months later; a cleared bank transfer is much harder to undo.
- Wait until the payment has **cleared**, not just "initiated." ACH takes a few business days, so set the move-in date with that in mind.
- One person in the household is usually the payer. Everyone on the lease is still responsible for the full rent.

Once the lease is signed and the money has cleared:

1. Save the signed documents to the tenant's folder.
2. Add them as tenants in your system and invite them to the tenant app.
3. Set up recurring charges: rent, pet rent, any utility or service charges.
4. Send the **New Tenant Welcome Packet** download (how to pay, how to request maintenance, what counts as an emergency, rent and late-fee rules, house policies, how to give notice).

Move-in day

The night before or that morning (8 AM is fine), text a reminder with the time and address.

Bring a folder with:

- Keys: one per adult, plus garage remotes, mailbox and gate or pool keys. Log what you hand over.
- A copy of the signed lease and addenda
- The move-in inspection form
- A small welcome gift. We give a coffee gift card, and a local guide for anyone moving from out of state.

Arrive 20 minutes early. Do a last walk-through, pick up any trash, open the blinds.

The move-in inspection. Walk every room *with* the tenant using the **Move-In / Move-Out Inspection** download. Note every existing scratch, stain and chip, and take dated photos. Both of you sign. Give them a copy, and tell them they have a few days to add anything they find later, in writing. At move-out you'll compare against this document, so the more detail the better.

Show them: the water shut-off, the electrical panel, the HVAC filter size and where it goes, how the irrigation timer works, trash and recycling day.

Inherited tenants

When you buy a property with tenants in it, you inherit their lease, their deposit and their history.

Before closing, get from the seller: copies of every lease and addendum, a rent roll, each tenant's deposit amount (and have it credited to you at closing), the payment history, any open maintenance issues, and the tenants' phone numbers and emails. Get estoppel letters signed by the tenants if you can. These confirm their rent, deposit and lease terms in their own words.

Right after closing, deliver the **Inherited Tenant Kit** download, in person if possible:

1. **New-landlord letter:** who you are, the date ownership changed, how to reach you, office hours, and that from now on rent, maintenance requests and messages go through your app. Tell them to cancel any automatic payments to the old owner.
2. **Tenant Information Update form:** names of all adults and occupants, phones and emails, employer, vehicles, pets, emergency contact.
3. **A new lease** on your form, if the old lease allows it or when it ends. Give a clear deadline to return everything.
4. **The welcome packet** and app instructions.
5. **A move-in inspection** done now, with photos, so you have a baseline. Their original move-in report, if the seller has one, also goes in the file.

Raising the rent on inherited tenants: existing leases have to run their course. When it's time, show the tenant the market data (a Rentometer report or comparable listings), explain the new rent, and offer choices. For example: a moderate increase with a longer lease and an improvement to the home, or a smaller step now and another later. Raising to market over two steps keeps good tenants. See *Lease Renewal and Rent Increases*.

Rent Collection

Getting paid on time: autopay, the late-rent calendar, payment plans and the formal notice.

Key takeaways

- Autopay from day one. Setting it up during the lease review call is the best way we know to prevent late rent.
- Run the same late-rent calendar every month, for every tenant. Consistency is what makes it work.
- The friendly reminder and the formal notice are different documents. Send the reminder first, then the notice on schedule.
- Before you send any legal notice, recheck the ledger. A notice with the wrong amount can be thrown out.
- Any payment plan is in writing, signed, with dates and amounts.

Set it up so it pays itself

- Rent is due on the **1st**. Your lease says what the grace period is and when the late fee applies.
- At move-in, have the tenant set up **autopay** in the app for a day on or before the 1st. Make this part of the lease review call, not an afterthought.
- Take payments by bank transfer. If a tenant truly can't use the app, decide in advance what else you'll accept (we accept a money order by mail) and put it in writing.
- Anything else the tenant owes (a repair they caused, a utility bill-back) goes on the ledger as its own charge with a description, and is due on the date the lease says.

The late-rent calendar

This is our calendar for rent due on the 1st with a grace period through the 5th. Change the days to match your lease and your state's notice rules.

Day	Action
1st	Rent due. Autopay runs.

Day	Action
2nd–3rd	Anyone unpaid gets a friendly reminder text: "Just a reminder that rent was due on the 1st. You can pay in the app. Let us know if anything's going on."
5th	Last day of the grace period. Send the **Past-Due Reminder** (from the download) with the amount, the late fee that applies after today, and how to pay.
6th	Late fee posts, as the lease says. Recheck the ledger, then serve the formal nonpayment notice your state requires.
Cure period ends	If still unpaid, send the **Final Reminder**, then call your attorney or start the eviction filing (see *Ending a Tenancy Early and Evictions*).

Two rules make this work. Run it the same way for **every** tenant, every month. And keep talking: most late rent is a late paycheck, not a bad tenant. A phone call on the 3rd often gets you a date and a partial payment.

> **Arizona / Tucson only.** In Arizona, the nonpayment notice gives the tenant **five days** after they receive it to pay in full before you can file an eviction, which in Arizona is called a special detainer (A.R.S. § 33-1368(B)). Late fees must be reasonable and written in the lease. If the tenant pays all past-due rent and a reasonable late fee before you file, the lease is reinstated. After filing, they can still reinstate by also paying your attorney fees and court costs, up until judgment. We send the notice by certified mail (no signature required, receipt number written on the notice) and keep the tracking record, or hand-deliver it. The "days" in these notices are calendar days (§ 33-1368(G)).

Before any formal notice

1. **Recheck the ledger.** Make sure every payment, including anything still in flight, is applied, and the amount on the notice is exactly right.
2. Use the correct, current form for your state. Name every adult on the lease and "all occupants," the full address, the amount of rent past due and the late fees, separately.
3. Deliver it the way your state allows, and keep proof: a certified mail receipt and tracking, or a signed and dated delivery record.
4. Calendar the date the cure period ends.
5. Save a copy of the notice, the proof of delivery and a ledger snapshot to the tenant's folder.

Partial payments

Decide your rule in advance and put it in the lease. Many landlords accept partial payments in the ordinary course to keep goodwill. Once a formal notice is out, though, accepting part of the rent can affect your right to go forward with an eviction in some states, unless the tenant agrees in writing. If you're past the notice stage, ask your attorney before accepting a partial payment. Most rent apps let you turn off partial payments for a single tenant.

Payment plans

A payment plan is often better than an eviction for both sides. If you agree to one:

- Put it in writing: the total owed, each payment amount and due date, and what happens if a payment is missed.
- Both sides sign. Save it to the tenant's folder.
- Set each date as a charge or reminder so you notice the day a payment is missed.
- Current rent is still due on the 1st on top of the plan payments.

Maintenance

Emergencies, the work-order flow from request to closed, vendors, and who pays for what.

Key takeaways

- Sort every request first: emergency (now), urgent (24–48 hours), or routine (this week).
- Get a photo or a short video before you send anyone. It often saves a wasted trip.
- Vendors send before and after photos plus an invoice, or they don't get paid. Then pay them fast.
- Keep a work order open for five business days after the fix in case the problem comes back.
- Set a dollar limit below which repairs just get done. Above it, get a second quote.

Sort it first

Type	Examples	Response
Emergency	Fire, gas smell, flooding or a burst pipe, sewage backing up, no heat in freezing weather, no AC in extreme heat, a door or window that won't lock, anything electrical that's sparking or smoking	Now. Fire or gas: tell the tenant to get out and call 911 and the gas company first. Then get a vendor out the same day, at any hour.
Urgent	Water heater out, a toilet that won't work when it's the only one, a refrigerator out, an active leak that's contained	Vendor out within 24–48 hours
Routine	Dripping faucet, a cabinet door off, a sticking window, a broken blind	Scheduled within about a week

The welcome packet tells tenants what counts as an emergency and asks them to report some things **right away**: any mold, any leak or drip (within 48 hours), moisture where there shouldn't be any, and AC problems.

> **Arizona / Tucson only.** Arizona landlords must keep the heating, cooling, plumbing, electrical and supplied appliances in good and safe working order, and provide reasonable air conditioning or cooling where it's installed, when the weather calls for it (A.R.S. § 33-1324). In Tucson summers, we treat a dead AC as an emergency, the same as a burst

pipe. Lining up an AC company before the first hot week, and having portable units on hand for when a repair takes days, is one of the best things you can do here.

The work-order flow

1. Request comes in. Tenants submit requests in the app, with a description and photos or video. Phone calls and texts get turned into a work order by you, so everything lives in one place.

2. Clarify. If the description isn't clear, ask for a photo or a 10-second video. "The sink is broken" could be a $5 washer or a $500 cabinet.

3. Acknowledge. Send the **Request Received** message the same day: we've got it, here's what happens next, and the more detail and photos, the faster we can help.

4. Pick the vendor and hand it off. Describe the problem, send the photos, and give the vendor the tenant's name and phone number so they can schedule directly. Ask them to:

- call or text you back with the scheduled time;
- contact the tenant 30 minutes before arriving;
- take photos **before and after** the work.

If you don't hear back within a business day, call them.

5. Scheduled. Send the tenant the **Scheduled** message (the date and time window, the vendor's name and contact, and a reminder that if the vendor can't get in during the window, the lease trip charge applies). Send the vendor the **Vendor Work Order** message with the address, the window and the tenant's contact.

6. Day of. A short text to the vendor that morning to confirm they're still coming and to remind them about photos.

7. Done. The vendor replies with a description of the work, before and after photos, the amount, and how they want to be paid. Send the tenant the **Completed** message, and tell them the work order stays open for five more business days in case the problem comes back.

8. Follow up and close. Within two business days, check that the tenant is happy. Pay the vendor promptly, file the invoice and photos in the property's maintenance folder (name it with the date and the issue: `2026-03-04 Window off track`), and close the work order.

Vendors

- Keep a short list per trade: general handyman, plumber, electrician, HVAC, appliance, locksmith, landscaping, cleaning, pest control, roofing. Have a backup for each.
- Get their license (where your state requires one), insurance certificate and W-9 before the first job.
- **Pay fast.** Good vendors are busy; the landlords who pay the same week get the call-backs.
- Note who did what and how it went. After a year you'll know who's worth calling first.

Spending and approvals

- Set a dollar limit under which a repair just gets done. Above it, look at the request yourself, and get a second quote when it's well over.
- Ask whether it's a repair or a replacement decision. A 15-year-old water heater with a leak gets replaced, not repaired.

Who pays

The landlord pays to keep the home in good repair: structure, roof, plumbing, electrical, heating and cooling, the appliances you supplied, and normal wear and tear.

The tenant pays (when the lease and state law allow) for damage they or their guests caused: clogs from things that shouldn't go down a drain, broken windows and blinds, holes in walls, pet damage, and any damage made worse because they didn't report a problem. They also handle the small upkeep in the lease: light bulbs, smoke-detector batteries, HVAC filters, keeping the yard in shape.

When you bill a tenant for a repair, attach the vendor's invoice and photos, add it to the ledger as its own charge with a clear description, and tell them before the charge appears.

Preventive maintenance

Once or twice a year, with proper notice, do a walk-through inspection (see *Tenant Problems*, "Routine inspections"), and keep up a simple schedule:

- **Spring:** AC service, roof and gutter check, irrigation check
- **Fall:** heating service, water heater flush, check weatherstripping
- **Every visit:** smoke and CO detectors, HVAC filter, under-sink leaks, signs of pests

Tenant Problems

Complaints, noise, pets, lease violations and inspections: start with the lightest response that works, and document every step.

Key takeaways

- Safety first. Anything dangerous is a 911 call, then a call to you. Never walk into an unsafe scene.
- Start with the lightest response that will fix it: a friendly reminder, then a conversation, then a written warning, then a formal notice.
- A general complaint gets a reminder to everyone, without naming who complained.
- Separate facts from allegations. Write down dates, times, photos and witnesses before you act.
- Never threaten, change locks, shut off utilities or remove belongings. That's self-help, and it's illegal almost everywhere.

Ground rules

1. **Safety first.** Immediate danger, fire, violence, weapons, serious injury or a crime in progress: the tenant or neighbor calls 911 first. Then document what you can without putting yourself at risk.
2. **Open a record** for every problem: the date, who reported it, exactly what they said, the lease clause involved, photos and video, messages, witnesses, notices sent and how they were delivered, follow-up dates and the outcome.
3. **Use neutral, factual language.** Describe what happened, not what kind of person they are.
4. **Never retaliate.** Don't raise the rent, cut services or threaten eviction because a tenant complained about the home, called a code inspector or asserted their rights.

5. **Check before you serve.** Before any legal notice or eviction filing, confirm the current law and the correct form for that property, and have an attorney review anything you're not sure about.

Arizona / Tucson only. Arizona prohibits retaliation (raising rent, cutting services, or bringing or threatening an eviction) after a tenant complains to a government agency about a code violation, complains to the landlord about the landlord's legal obligations, or joins a tenants' organization. A complaint within the past six months creates a presumption of retaliation (A.R.S. § 33-1381).

The response ladder

For anything that isn't an emergency, climb one step at a time and write down each one:

1. **Friendly reminder.** Often to everyone, not just one tenant.
2. **Conversation.** A call to hear their side and agree on a fix.
3. **Written warning.** The specific behavior, the lease clause, what needs to change, and a follow-up date.
4. **Formal notice.** The state-law notice to cure for that type of violation (see the Arizona box at the bottom of this chapter).
5. **Legal action.** Only with the evidence assembled, and usually with an attorney.

Most problems end at step 1 or 2.

Noise, odors and neighbor complaints

- **A general or anonymous complaint:** send the **Noise Reminder** from the download to all residents of the building. It quotes the lease's quiet-enjoyment clause and doesn't name anyone.
- **If a tenant asks "was this about me?":** answer honestly, using the **Noise Reminder Reply** if it fits: it was a reminder to everyone, and no action is needed from them.
- **A specific, repeated problem:** get dates, times, recordings and witnesses. Call the tenant for their side. Then send a written warning with the behavior, the lease clause and a follow-up date.
- **If it continues:** move to a formal notice.

Pets

Pet odor or sanitation. Confirm it first, through specific reports or a properly noticed inspection, with photos. Then send the **Pet Odor Tips** letter (cleaning, enzyme cleaners, ventilation, grooming, professional carpet cleaning) and set a follow-up date. At the follow-up, document whether it's fixed. Keep invoices if remediation costs may be charged later under the lease.

Unauthorized pets. Check the lease and pet addendum. Ask the tenant to either add the pet properly (pet addendum, pet rent, within your limits) or rehome it by a set date. Remember that an assistance animal isn't a pet. If the tenant says it's one, handle it as an accommodation request.

Dangerous or uncontrolled animals. If an animal is escaping or has attacked someone:

- Safety first. People who are hurt or at risk should call animal control or 911.
- Talk to the reporting neighbor and the pet owner separately. Write down facts, not conclusions. Don't promise the neighbor an outcome or pressure them to drop a report.

- Give the pet owner clear written options and dates, such as relocating the animal by a date, or ending the lease early without penalty. The **Pet Safety Letter** in the download is the one we've used.
- Serious injury, repeated incidents, or a tenant refusing to act: talk to an attorney promptly. This can be grounds for immediate termination in some states.

Health and safety or housekeeping violations

Severe clutter, trash buildup, pests caused by living conditions, blocked exits, disabled smoke detectors.

1. Document the condition and how it affects health or safety.
2. Give proper notice and inspect. Photograph only what's relevant.
3. Serve the health-and-safety notice your state provides, stating exactly what must be fixed and by when.
4. Reinspect on the date you gave. Document whether it was fixed, partly fixed, or entry was refused.

Other lease violations and unauthorized occupants

1. Identify the exact clause and gather objective evidence: names, dates, vehicles seen overnight, messages.
2. Ask the tenant for an explanation. Often there's an innocent one, such as a visiting relative.
3. If an extra person is living there, they apply like anyone else. If they qualify, add them to the lease. If not, they leave by a set date.
4. If it isn't fixed, send a written notice to cure that describes the violation and what correcting it looks like.

Property damage

1. Deal with anything urgent first, so the damage doesn't spread.
2. Photograph it, note when and how it was reported, and compare with the move-in inspection.
3. Decide: normal wear and tear (you pay), a repair that's yours anyway (you pay), or damage by the tenant or their guests (the tenant may pay).
4. Fix it through the normal maintenance flow and keep every invoice and photo.
5. Charge the tenant only when the lease and the law support it, with an itemized explanation.

Routine inspections

Once or twice a year, inspect each home: to catch maintenance problems early and to check that the lease is being followed.

1. Send the **Inspection Scheduling** message with the proper notice: the date, the approximate time, the purpose, and how to reschedule. They don't need to be home.
2. Use the same checklist every time (the move-in/move-out inspection form works well). Check smoke detectors, filters, under sinks, the water heater, and signs of leaks, pests or unauthorized pets or occupants.
3. Afterwards, send a short written summary: repairs *you'll* make, and anything the *tenant* needs to correct, each with a date.

When a tenant wants out early

Ask for the requested move-out date and the reason. Some reasons have legal protections that change everything: military orders, domestic violence, a disability, or a habitability problem. Check those with your state's law before you quote any fee.

If you both agree, use the **Early Termination Agreement**: the new end date and move-out date, rent owed through that date, access for showings, the termination fee (if any), how the deposit will be handled, and responsibility for damage. Both sign. Then market the home right away. Most states expect you to try to re-rent rather than let the rent pile up (this is called *mitigation*), and a quick new tenant means a smaller bill for the old one.

Referral bonus: if a tenant who's leaving refers a qualified applicant who takes over, we credit them a few hundred dollars off their last month. It's the fastest re-rent you'll ever get.

Closing the file

Every problem record ends with an outcome: fixed, payment received, agreement signed, moved out, notice withdrawn, filed, or not substantiated. Save every notice, agreement, proof of delivery, message, photo and invoice to the tenant's folder. Put any follow-up dates on the calendar.

Arizona / Tucson only. Arizona's notices for lease violations (A.R.S. § 33-1368(A)), counted in calendar days from when the tenant receives the notice:

- **10-day notice:** a material noncompliance with the lease. The lease ends if it's not fixed within 10 days.
- **5-day notice:** a noncompliance that materially affects health and safety (for example, the housekeeping and safety duties in § 33-1341).
- **Immediate termination:** a breach that is both *material and irreparable*. The statute lists examples, including illegal discharge of a weapon, threatening or intimidating, assault, drug manufacturing or dealing, criminal street gang activity, and imminent or actual serious property damage. These go straight to an eviction filing.

Pima County evictions are filed in the Pima County Consolidated Justice Court. The court publishes eviction instructions and a plaintiff checklist. Read them before you file. Forms for other places (mobile homes, subsidized or HUD housing, other states) follow different rules. Don't mix them up.

Lease Renewal and Rent Increases

Keeping good tenants: when to start, how we structure renewal offers, the conversation, and raising rent to market.

Key takeaways

- Start the renewal conversation 60–90 days before the lease ends, not 30.
- Give options: a bigger increase for one year, a smaller one for two or three. Tenants who choose for themselves tend to stay.
- Lead with thanks. Renewal is a conversation with someone who's been paying you, not a bill.
- Raise rent to market gradually, with the data in hand. Losing a good tenant usually costs more than the increase.
- No answer? Follow up on a set date, and know in advance what happens if they don't renew.

Timeline

When	What
90 days before the lease ends	Check the tenant's payment history and the house's condition (from the last inspection). Pull market rents. Decide the offer.
60–90 days before	The renewal conversation. Phone first, then the same options in writing.
A few days after	Follow up if there's no answer.
Decision made	Send the renewal (lease extension) for e-signature. Update the rent charges once everyone has signed.
No renewal	Schedule the move-out (see *Move-Out and the Security Deposit*) and start marketing (see *Prepare the House for Rent*).

Check what your lease says about notice. Many leases go month-to-month, often at a higher rent, if neither side gives notice. Some states require written notice of a rent increase a set number of days in advance.

Building the offer

Our default: a modest increase each renewal, discounted for a longer commitment. The longer they commit, the smaller the increase. For example:

Term	Increase
1 year	$50 / month
2 years	$30 / month
3 years	$20 / month
4 years	$10 / month

Adjust for the tenant and the market:

- **A great tenant** (pays on time, cares for the house): lean toward the smaller numbers. They're worth more than the increase.
- **Under market by a lot:** move toward market over two or three renewals instead of all at once (see below).
- **Over market:** hold the rent flat. A small increase can push a good tenant to look around.
- **Pet rent** stays as is unless the pets changed.

The conversation

Use the **Lease Renewal Scripts** download. The shape of it:

1. **Ask for a time to talk.** "Do you have a few minutes this week? I'd like to talk about renewing your lease."
2. **Lead with thanks.** Be specific: they keep the house in great shape, they always pay on time, they report problems early.

3. **Say you'd like them to stay**, then give the options.
4. **Don't ask for an answer on the call.** "Talk it over at home, and let me know by [date]. I'll text you the options so you have them."
5. **Send the recap** the same day, in writing, with the exact options and the decision date.
6. **Follow up** on the date if you haven't heard back.

If they push back on the price, listen. If you have room, come back once with a better number tied to a longer term ("For a two-year lease, the best I can do is ___"), and say it's your best offer. Then stop negotiating.

If they're not renewing, mention the referral bonus: if they refer an applicant who qualifies and signs before they leave, they get a credit on their last month's rent.

Signing the renewal

1. Send the lease extension for e-signature. It states the original lease date, the new term, the new rent and pet rent, and that all other terms stay the same. Landlord signs first, then every adult tenant.
2. Check that everyone has signed. Don't assume it's done because you sent it.
3. Save the signed copy to the tenant's folder, with the date in the file name.
4. Update the recurring rent charges for the new term, and confirm the first new charge looks right in the tenant's ledger.
5. Set the next renewal reminder on the calendar.

Raising rent to market

When a home is far under market (typical for inherited tenants), do it in the open:

1. **Show the data.** Print a Rentometer report or three comparable listings for the same bed and bath count nearby.
2. **Explain plainly.** "You're paying $X. Similar homes nearby rent for about $Y. We need to get closer to that."
3. **Offer choices**, for example:
   - a bigger step to near market, with a one-year lease *and* an improvement they'll value (new AC, new appliances, fencing, landscaping); or
   - a smaller step now on a shorter lease, with another step at the next renewal.
4. **Give them time**, with a decision date, and send the options in writing.

Raising in two steps, with something given back, keeps far more good tenants than one big jump does.

Move-Out and the Security Deposit

From notice to vacate through the move-out inspection, the itemized deposit statement, and anything left behind.

Key takeaways

- Send the move-out checklist as soon as the date is set, so tenants know exactly what 'clean' and 'done' mean.
- Do the move-out inspection with the tenant there, against the signed move-in report, with photos and video.

- Normal wear and tear is never a deduction. Damage beyond it can be, with an invoice to back it up.
- Itemize every deduction, attach receipts, and send it on time. A late or vague deposit statement is the easiest way to lose a deposit dispute.
- Never throw away a tenant's belongings without following your state's abandonment process.

When notice comes in

1. Confirm the move-out date in writing, and check it against the notice the lease requires.
2. Schedule the move-out inspection for that day, and tell the tenant they're welcome to be there.
3. Send the **Move-Out Checklist** letter from the download. It lists everything that needs to be done by the time they hand back the keys:
   - every personal belonging removed, including from the garage, yard and storage
   - the whole home cleaned, including appliances, cabinets, bathrooms and floors
   - the front and back yard cleaned up
   - utilities scheduled to transfer out of their name *after* the move-out date
   - all keys, remotes and gate or pool keys ready to return
   - a forwarding address for the deposit statement
4. Start preparing the home for the next tenant (see *Prepare the House for Rent*).

The move-out inspection

- Bring a fully charged phone for photos and video, and the signed **move-in** inspection report.
- Arrive 15–20 minutes early.
- Walk every room with the tenant, in the same order as the move-in report. Video the whole home, and photograph anything that's different from move-in.
- Collect everything that belongs to the property: all keys, garage remotes, mailbox and pool keys, and any portable AC units or other items you provided. Check them against your key log.
- Fill in the move-out side of the inspection form. Ask the tenant to sign it. If they disagree with something, note their comment on the form. Don't argue about deposit numbers on the spot; say you'll send an itemized statement.

Afterwards, send one of the two **move-out emails** from the download: the "thank you, the home looks great" version, or the "we found items that need repair" version. Both thank them, and offer a reference if their payments were on time.

Wear and tear versus damage

Normal wear and tear (you pay): faded paint, light scuffs, small nail holes, carpet worn in walkways, loose door handles, minor scratches on floors, faded blinds.

Damage (may be deducted): large holes in walls, burns or stains in carpet, broken windows or blinds, pet damage, missing fixtures, smoke damage, anything left dirty enough to need more than a normal clean, and unreturned keys (the cost to rekey).

When you're unsure, compare against the move-in photos and ask: would this have happened anyway, with careful everyday living? If yes, it's wear and tear.

The deposit statement

1. Review the move-in report, move-out report, photos, video, lease and ledger.

2. List the deductions:
   - unpaid rent, late fees and other charges allowed under the lease
   - damage beyond normal wear and tear, each item with what it was, why it's charged, and how much
3. Get a vendor invoice, receipt or quote for each damage deduction, and attach copies.
4. Fill out the **Security Deposit Statement** from the download: deposits held, each deduction, the total, and the refund or the balance still owed.
5. Send it, with any refund, to the forwarding address (or the last known address) within your state's deadline, and keep proof of mailing.
6. Save the statement, invoices, receipts, proof of mailing and the refund payment record to the tenant's folder.

If the tenant owes more than the deposit, the statement shows the balance and how to pay it. Decide in advance at what amount you'd pursue small claims or a collections agency.

> **Arizona / Tucson only.** In Arizona, the itemized list of deductions and any refund are due **within 14 days, excluding Saturdays, Sundays and legal holidays**, after the tenancy ends, the tenant returns possession, and the tenant asks for the deposit. Mail it first class to the last known address unless you've agreed otherwise in writing (A.R.S. § 33-1321(D)). The tenant then has 60 days to dispute. A landlord who wrongfully withholds deposit money can owe **twice the amount wrongfully withheld** (§ 33-1321(E)). We treat "the tenant asked for it" as already true and send every statement within 14 business days of move-out.

Belongings left behind

1. Photograph and inventory everything left behind before you move it.
2. **Don't throw it away yet.** Find out which situation you're in under your state's law: the tenant surrendered and returned the keys, or the tenant abandoned the home, or you got the home back through an eviction. The rules differ.
3. Store it with reasonable care, and write down where it's stored and what moving and storing it cost.
4. If the tenant asks for it within the deadline, follow the retrieval process (they may have to pay the moving and storage costs first, depending on the state).
5. Only after the deadline passes may you sell, donate or dispose of it, as the statute allows.

Arizona / Tucson only. Under A.R.S. § 33-1370:

- **Abandonment** generally means the tenant has been gone at least seven days without notice with rent unpaid for ten days and no sign of occupancy other than belongings, or gone at least five days with rent unpaid for five days and nothing left inside. To treat a unit as abandoned, post a notice on the door for five days and send it by certified mail, return receipt requested. You can retake the unit five days after it's been both posted and mailed.
- After you retake possession, hold the tenant's belongings for **14 calendar days**, using reasonable care, before disposing of them.
- **Exception:** if the tenant gave you the keys back and left belongings behind, you may remove and dispose of them right away, unless you've agreed otherwise in writing (§ 33-1370(I)).

Any animals left behind need to be dealt with immediately. Contact animal control.

Ending a Tenancy Early and Evictions

Every way a tenancy ends before its time: back-outs, early termination, non-renewal, cash for keys, and eviction as the last resort.

Key takeaways

- An eviction is the most expensive way to end a tenancy, for both sides. Try an agreement first.
- Cash for keys (paying a tenant to leave by a date, with a signed agreement) is often cheaper and faster than going to court.
- Never self-help. No lock changes, utility shut-offs or removing belongings, except through a court writ carried out by an officer.
- Every notice is checked against the ledger and the law before it goes out. Mistakes restart the clock.
- Offer a realistic payment plan in exchange for a move-out date. A tenant who can actually pay is more likely to pay.

Before anything in this chapter, read the ground rules in *Tenant Problems*. Everything here has legal consequences, and the rules vary a lot by state. Talk to an attorney before you file anything.

An applicant backs out after signing

It happens: someone signs, then finds another place or has a change in their life.

1. Confirm the facts: everyone signed, the start date, whether they took possession, what they've paid.
2. Call them first, to understand what happened. Don't threaten.
3. Explain the real cost to you, briefly: you turned away other applicants and have to start marketing again.
4. Offer a **written mutual cancellation**. Ours asks for about one week's rent to cover the re-listing, and both sides release each other. Put the amount, the release, what happens to anything they've paid, and the signatures in writing.
5. Re-list the home the same day, and keep a record of your marketing.

Early termination by agreement

Covered in *Tenant Problems*. Use the **Early Termination Agreement** download, check first for legally protected reasons (military orders, domestic violence and others), and re-market the home right away.

Not renewing

You can usually decline to renew at the end of a lease term, as long as you give the notice your lease and state law require, and the reason isn't discriminatory or retaliatory.

1. Check the lease end date and the notice period the lease and law require. Calendar it well ahead.
2. Serve the written notice with proof of delivery.
3. Keep everything else normal until move-out: rent collection, repairs, respectful communication.
4. Follow *Move-Out and the Security Deposit*.

Arizona / Tucson only. A month-to-month tenancy in Arizona can be ended by written notice at least **30 days before the rent due date** named in the notice (A.R.S. § 33-1375(B)). For a fixed-term lease, follow the notice terms in the lease. We send non-renewal notice about 40 days before the lease ends, to leave room for mail.

Cash for keys

When a tenancy has gone wrong (unpaid rent, constant conflict), offering money for a clean, quick move-out often beats court on cost, time and stress.

- Agree on a move-out date (usually 1–3 weeks out), the condition the home is left in, the keys returned, and a payment to the tenant, paid **only when they hand over the keys** and the home is empty.
- Put it in a signed agreement, including what happens to the deposit and any balance owed.
- On the day: inspect, collect the keys, pay as agreed, and both sign a short statement that the agreement was fulfilled.

Eviction

An eviction is the last step, after reminders, conversations and the proper notice.

Before filing

1. **The right notice, delivered right.** Nonpayment, a lease violation, a health-and-safety problem, or an immediate-termination breach each has its own notice and waiting period (see *Rent Collection* and *Tenant Problems*). Deliver it as the law allows and keep the proof.
2. **Recheck the ledger** the day before filing. If the tenant paid in full within the cure period, there's no case.
3. **Turn off partial payments** for that tenant in your rent app once the notice is out. Accepting a partial payment after notice can complicate your case in some states; ask your attorney.
4. **Assemble the file:** the lease and addenda, the ledger, every notice with proof of delivery, messages, photos, inspection reports, police or animal-control reports, and earlier warnings.
5. **Hire an attorney**, or at least read the court's instructions for landlords. Send them the file. They file the complaint, and the court sets a hearing date.

Court

- Attend every hearing, on time, with the file organized and copies for the judge.
- Save the hearing notice, minute entry and judgment to the tenant's folder.
- If the tenant pays and the dispute is resolved before the hearing, follow the court's rules for dismissing the case.

Settling for a move-out. Even with a judgment, an agreement can be better than a lockout. What we've done: calculate the total owed, waive the late fees and pet fees, and spread the rest over a long, affordable payment plan (we've used 36 months) starting a month after they move out, in exchange for leaving by a set date. Put it in writing and calendar the date.

If they don't leave

If the tenant is still there after the agreed date or the date in the judgment:

1. Ask the court for the **writ of restitution** (the court order to return the home to you), as soon as you're allowed to.

2. The court sends it to the constable or sheriff, who schedules the lockout. Buy new locks before the day.
3. On the day, meet the officer at the property. **Only the officer** removes the occupants.
4. While the officer is still there, change the locks on every exterior door.
5. Video the whole home.
6. Handle belongings under your state's rules (see *Move-Out and the Security Deposit*). Tell the former tenant how and when to arrange pickup, and calendar the deadline.
7. When they collect their things, do and sign the move-out inspection. Then send the deposit statement.

Arizona / Tucson only. In Arizona, an eviction is called a **special detainer** (A.R.S. § 33-1377), and it moves fast. The summons sets the court date 3 to 6 days after it's issued, and an immediate-termination case (material and irreparable breach) is set for trial within 3 days of filing. The 5-day nonpayment notice and the 10-day and 5-day cure notices are in § 33-1368. In Tucson, landlord eviction cases are filed in the Pima County Consolidated Justice Court, and the writ of restitution is carried out by a Pima County constable. A tenant can stop a nonpayment eviction by paying everything owed, including your attorney fees and court costs, any time before judgment (§ 33-1368(B)).