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Arizona Month-to-Month Lease Agreement

1. Parties and rental home

Landlord full name

Phone number

Tenant 1 full name

Tenant 1 phone number

Tenant 2 full name (if applicable)

Tenant 2 phone number

Tenant 3 full name (if applicable)

Tenant 3 phone number

Rental property address, including unit, city, state and ZIP

Other authorized occupants

Landlord rents to Tenant the dwelling identified above. Each person identified as a signing Tenant is a party to this agreement; references to Tenant include the signing Tenants. The dwelling is for residential use. Additional occupants, assignments, and subleases require Landlord's written consent, subject to applicable law.

2. Lease term

Lease start date

This tenancy begins on the start date above and continues from month to month, without a fixed end date, until lawfully ended. Either party may end it by giving written notice at least 30 days before the periodic rental date named in the notice. A.R.S. 33-1375(B) applies. This agreement does not waive any statutory right to end a tenancy.

Rent and move-in payments

3. Rent and payment

Monthly rent ($)

Rent due day of each month

Initial prorated rent ($)

Payment instructions

Late fee terms

Returned-payment terms

Fees must be lawful, reasonable where required, and disclosed in this agreement. No increase applies during the fixed term unless the parties lawfully agree otherwise in writing.

4. Security deposit and move-in costs

First rent payment (choose one)

☐ Full month ☐ Prorated

First rent payment ($)

Refundable security deposit ($)

Additional move-in charge, if any ($)

Payment due date

Additional charge type, if applicable (choose one)

☐ Refundable deposit ☐ Nonrefundable security charge ☐ Nonrefundable service fee

Purpose of the additional charge

Total due at move-in ($)

Required security, including prepaid rent, must comply with the one-and-one-half-month limit and exceptions in A.R.S. § 33-1321. A charge used to assure payment or performance is security regardless of its name. A nonrefundable fee must identify its purpose in writing; a fee or deposit not expressly designated nonrefundable is refundable. A service fee must describe the actual service; its label does not establish that it is lawful. At move-in Landlord will provide a signed lease, a form to record existing damage, and written notice of Tenant's right to attend the move-out inspection. On termination, delivery of possession, and Tenant's demand, an itemized deduction statement and any refund are due within fourteen days excluding weekends and legal holidays. Deductions and delivery must comply with Arizona law; ordinary wear is not Tenant-caused damage.

Utilities, services and maintenance

5. Utilities, services, and parking

Choose one payer for each service. For any split or other arrangement, specify the amounts or percentages and how the bill will be paid.

	Landlord	Tenant	N/A	Other
Electricity	☐	☐	☐	☐
Gas	☐	☐	☐	☐
Water	☐	☐	☐	☐
Sewer	☐	☐	☐	☐
Trash collection	☐	☐	☐	☐
Internet / cable	☐	☐	☐	☐
Other utilities or services	☐	☐	☐	☐

Other arrangements: identify each service and explain the split

Included appliances, services, parking, and storage

Utility billing and allocations remain subject to applicable law; an allocation or separate charge requires its applicable written disclosures.

6. Maintenance and condition

Landlord remains responsible for a fit and habitable dwelling and the duties imposed by A.R.S. § 33-1324. Tenant will keep the dwelling reasonably clean, dispose of waste properly, use facilities reasonably, and promptly report needed repairs. Tenant is responsible for damage caused by Tenant or persons for whom Tenant is legally responsible, beyond ordinary wear.

Maintenance contact and reporting instructions

Alterations and lock changes require written consent except as otherwise permitted by law. Neither party waives emergency assistance rights.

Access, house rules and move-out

7. Landlord access

Access must comply with A.R.S. § 33-1343. Except in an emergency or when impracticable, Landlord gives at least two days' notice and enters only at reasonable times for a lawful purpose. A maintenance request may authorize entry for that request as provided by law. Landlord will not abuse access or use it to harass Tenant.

8. Animals and community rules

Pet terms

These terms do not restrict assistance animals or reasonable accommodations protected by applicable law.

Smoking terms

Community rules supplied to the tenant

Rules and their enforcement must comply with applicable law.

9. Default, damage, and move-out

Each party retains the notices, remedies, and cure periods provided by Arizona law. This agreement does not authorize self-help eviction, unlawful seizure of Tenant's possessions, automatic acceleration of all future rent, or disposal of property contrary to law. Landlord must mitigate losses as required. Casualty, failure to deliver possession, abandonment, and personal property are governed by applicable law. On move-out Tenant returns keys and possession, removes belongings, and leaves the dwelling reasonably clean, allowing ordinary wear. Attorney fees may be awarded to the prevailing party only as permitted by law.

Contacts, disclosures and other terms

10. Management, notices, and disclosures

Name of the person authorized to manage the premises

Property manager address, including city, state and ZIP

Owner or agent authorized to receive service of process, notices and demands

Address for service and notices, including city, state and ZIP

Tenant's notice address is the dwelling unless lawfully updated. Required statutory notices must use a legally permitted delivery method. The Arizona Residential Landlord and Tenant Act is available on the Arizona Department of Housing website, housing.az.gov.

Year the home was built

Required lead-based paint disclosures for pre-1978 housing and other applicable disclosures must be supplied before signing.

Disclosures and addenda supplied to the tenant

11. Additional agreed terms

Additional terms (attach a continuation if needed)

Signatures

12. Entire agreement

This agreement and its identified addenda contain the parties' agreement. Changes require a new writing accepted by all parties; invalid terms do not remove other lawful terms. Arizona law governs. No term waives a protected right or excuses Landlord's legal liability.

PAGE 6 INITIALS

Tenant 1	Tenant 2	Tenant 3	Landlord
_____	_____	_____	_____

TENANT 1 SIGNATURE

Printed name | **Date**

Signature

TENANT 2 SIGNATURE

Printed name | **Date**

Signature

TENANT 3 SIGNATURE

Printed name | **Date**

Signature

LANDLORD / OWNER SIGNATURE

Landlord / owner printed name

Landlord / owner signature

Date signed

Fill out online

friendlylandlord.com/landlord-tools/residential-lease/arizona/?term=monthly

PRINT: Contract only = pages 1-6 | Optional guide = pages 7-12

Your month-to-month lease

How to use this packet and complete the lease

How this tenancy works

Enter the start date; there is no fixed end date. The tenancy continues monthly until lawfully ended. Under A.R.S. 33-1375(B), either party gives written notice at least 30 days before the periodic rental date named in the notice. Count delivery time and check other applicable protections; a signing-link deadline does not end the tenancy. [33-1314; 33-1375]

Print only what you need

Pages 1-6 are the fillable lease. Pages 7-12 are this optional guide. In your print dialog, choose pages 1-6 for the contract alone, 7-12 for the guide alone, or all pages for both. Use US Letter and check the preview. You do not sign or initial the guide.

What this guide covers

These explanations concern ordinary Arizona house and apartment rentals. Mobile-home park spaces, transient hotel stays, institutional housing and some other arrangements follow different rules. Subsidized housing and federal or local rules may add requirements. This is general information, not legal advice or the full text of the law. It does not add terms to the lease or replace required disclosures. [33-1308]

Complete every applicable blank

Use the names of the actual parties, the complete rental address and the agreed dates. Identify every signing tenant; do not use the occupant line as a substitute for a tenant signature. Write None or N/A where appropriate instead of leaving an unexplained blank. Check each amount and attachment before anyone signs. Arizona requires the blanks in a written rental agreement to be completed. [33-1322(E)]

Read these words in everyday language

Landlord: the person or entity renting out the home. Tenant: a person entitled to occupy it under the agreement. Prorated rent: rent for part of a rental period. Addendum: an extra document made part of the lease. Service of process: formal delivery of court papers; the lease asks who may receive them. These short explanations help you fill the form; statutory definitions control.

Your signing checklist

Confirm the rent, payment instructions, deposits, fees, utility responsibilities and supplied disclosures. Read the entire agreement and all attachments. Give the tenant a signed copy and keep a complete copy yourself. Do not assume an online signature or this guide makes an unlawful term enforceable. [33-1322; 33-1315]

Official references

Scope and exclusions: www.azleg.gov/ars/33/01308.htm

Complete lease and signed copies: www.azleg.gov/ars/33/01322.htm

Prohibited terms: www.azleg.gov/ars/33/01315.htm

Rent, deposits and utilities

Know which payment is which before collecting money

Separate the two due dates

Rent due day means the recurring day, such as the 1st of every month. Move-in payment due date means the specific date when the agreed first payment, security and any listed move-in charge are due. Write the payment method and recipient clearly. Rent is due as the parties lawfully agree. [33-1314]

Full month or part of a month

Full monthly rent covers the agreed full rental period. Prorated rent covers only part of it. State the dates covered and the exact amount so the same days are not charged twice. Example: $1,200 first rent + $1,500 deposit + $100 service charge = $2,800 due at move-in. This is arithmetic, not approval of the legality of those charges.

Security and nonrefundable charges

Security is money or property held to assure payment or performance. Required security, including prepaid rent, is limited to one and one-half months of rent; voluntary advance rent is an exception. At $2,000 rent, the cap is $3,000. A reasonable cleaning or redecorating charge is outside the security definition. Identify any nonrefundable charge and its purpose in writing; otherwise it is refundable. [33-1310; 33-1321]

Use accurate descriptions

Do not rely on a label such as service fee to decide whether a charge is security. Describe the actual service and check how the law treats it. Itemize the move-in bill and keep a receipt or payment record. A late fee used in a nonpayment case must be reasonable and set out in the written lease. [33-1368(B)]

Say who pays each utility

For each service, choose landlord, tenant, not applicable, or another arrangement. If the landlord rebills utilities through submetering or an allocation formula, disclose the services, method and administrative fee. Only actual permitted administrative costs may be added; the statute does not allow extra markups. Starting such billing for an existing tenancy generally requires at least 90 days of notice. [33-1314.01]

Official references

Rent and terms: www.azleg.gov/ars/33/01314.htm

Security definition and deposit rules: www.azleg.gov/ars/33/01310.htm ; www.azleg.gov/ars/33/01321.htm

Utility billing: www.azleg.gov/ars/33/01314-01.htm

Written reasonable late fees: www.azleg.gov/ars/33/01368.htm

Disclosures and move-in

Give useful information before keys change hands

Identify the right contacts

At or before the tenancy begins, provide in writing the name and address of the manager and of the owner or authorized agent who receives legal papers, notices and demands. Keep that information current. Also tell the tenant in writing that the Arizona Residential Landlord and Tenant Act is available on the Arizona Department of Housing website. [33-1322]

Prepare the move-in record

Supply the signed lease, a condition form and written notice of the right to attend the move-out inspection. If requested, tell the tenant when that inspection will occur; the law has a limited safety exception. Take dated photos and list existing damage together. Give each party a copy. [33-1321(C)]

Check lead paint before signing

For most housing built before 1978, federal rules require a lead-hazard information pamphlet, disclosure of known lead paint or hazards, available records and reports, and the required warning and acknowledgments in the lease or an attachment before the tenant signs. Exceptions exist. A construction-year entry alone is not the required disclosure packet. [EPA Lead-Based Paint Disclosure Rule]

Understand the bedbug rule and its exception

For housing covered by A.R.S. 33-1319, give bedbug educational material and do not knowingly lease a currently infested unit. Tenants must report known bedbugs and must not knowingly bring infested items into the home. That section excludes single-family residences; other maintenance and habitability duties still apply. Obtain the appropriate materials rather than assuming this guide replaces them.

Apply fair-housing rules

Use lawful, consistent screening and rental terms. Arizona fair-housing law protects race, color, national origin, religion, sex, familial status and disability. Consider legally required disability accommodations, including assistance-animal requests, separately from ordinary pet preferences. Local protections may add duties. Do not advertise or apply rules that unlawfully exclude protected groups. [Arizona Attorney General]

Official references

Contact and delivery duties: www.azleg.gov/ars/33/01322.htm ; www.azleg.gov/ars/33/01321.htm

Bedbug rules and single-family exclusion: www.azleg.gov/ars/33/01319.htm

Federal lead disclosures: www.epa.gov/lead/real-estate-disclosures-about-potential-lead-hazards

Arizona fair housing: www.azag.gov/civil-rights/fair-housing

Repairs, access and emergencies

A signed lease does not remove basic safety duties

Keep the home fit to live in

Maintain the home and supplied or legally required systems in safe working order, including plumbing, electricity, heating and cooling. Keep common areas safe. Seasonal heating or cooling duties depend on the statute, the equipment and applicable local codes; there is no single temperature number in this guide for every Arizona city. A general tenant-maintenance clause is not permission to evade habitability duties. [33-1324]

What tenants must do

Tenants must keep their area reasonably clean and safe, dispose of waste, use facilities reasonably, avoid deliberate or negligent damage, and report repair needs. Ordinary wear is different from tenant-caused damage. Encourage prompt reporting and keep work orders and repair records. [33-1341]

Give notice before entry

Except for an emergency or when notice is impracticable, give at least two days of notice and enter at a reasonable time for a lawful purpose. Do not use entry to harass. A tenant maintenance request can itself authorize entry solely to address that request under the access statute; it is not blanket permission for unrelated visits. Record the request, the planned visit and the work performed. [33-1343]

Take a repair notice seriously

A tenant may give a written notice allowing 10 days to correct a material landlord breach, or 5 days for a health-and-safety breach under the specified statute. Appropriate correction before the deadline can prevent termination under that remedy. Other remedies have their own conditions. Do not tell a tenant simply to stop paying, or assume every repair gives either party the same remedy. [33-1361]

Do not use self-help

Do not force a tenant out by changing locks, removing belongings or deliberately cutting essential services. An unlawful lockout or service interruption can lead to recovery of possession or termination and monetary damages. For immediate danger, seek emergency help first; then document the situation and use the lawful repair or court process. [33-1367]

Official references

Landlord and tenant maintenance duties: www.azleg.gov/ars/33/01324.htm ; www.azleg.gov/ars/33/01341.htm

Access: www.azleg.gov/ars/33/01343.htm

Tenant repair remedies: www.azleg.gov/ars/33/01361.htm

Lockouts and essential services: www.azleg.gov/ars/33/01367.htm

Notices and ending a tenancy

A notice period is not permission to remove a tenant yourself

Deliver the right written notice

Keep the notice and proof of delivery. A.R.S. 33-1313 addresses hand delivery and registered or certified mail. For registered/certified mail, receipt is the earlier of actual receipt or five days after mailing. Do not start a notice clock just because a message was typed. An ordinary email, text, signing link or portal alert should not be assumed to replace legally required delivery. Court papers have separate service rules.

Common tenant-breach periods

For unpaid rent, the usual statutory notice provides five calendar days to pay before the landlord may file the applicable court action. A remediable material lease breach generally uses 10 days; a qualifying health-and-safety breach generally uses 5 days. Serious material-and-irreparable breaches and repeat violations have different rules. Use a notice suited to the actual facts, not this guide as a notice form. [33-1368]

Payment can change the case

Before an eviction is filed, full past-due periodic rent plus the reasonable written late fee can reinstate the lease under the nonpayment statute. After filing, additional specified amounts apply. Accepting partial rent or other performance can affect termination rights; any permitted partial-payment arrangement needs the required contemporaneous writing. Housing-assistance payments have a statutory exception. Get advice before relying on a payment arrangement. [33-1368; 33-1371]

Month-to-month and fixed terms differ

To end a month-to-month tenancy, give at least 30 days of written notice before the periodic rental date stated in the notice. For a rent cycle beginning on the 1st, plan around a 1st-of-month date; allow for effective receipt. Do not assume a midmonth date works simply because 30 days were counted. A fixed-term lease has its own end, renewal and lawful early-termination rules. [33-1375]

Use court enforcement when required

If the tenant does not leave after a lawful termination, follow the eviction process in the correct court. A judgment alone does not authorize a landlord lockout. A writ of restitution is the court order for returning possession, executed by the constable or sheriff. Military-service protections and other federal requirements may apply. [Arizona Judicial Branch; DOJ]

Official references

Notice delivery and breach periods: www.azleg.gov/ars/33/01313.htm ; www.azleg.gov/ars/33/01368.htm

Partial payments and periodic tenancies: www.azleg.gov/ars/33/01371.htm ; www.azleg.gov/ars/33/01375.htm

Court process: www.azcourts.gov/eviction

Servicemember protections: www.justice.gov/servicemembers/financial-and-housing-rights-0

Move-out and your final checklist

Document the handover and account for the money

Record the actual handover

Record when the home is vacated and keys are returned; this is delivery of possession. Compare the move-in record with current photos, note damage beyond ordinary wear, keep invoices and ask for a forwarding address and refund demand. Do not make deductions just because a unit is no longer brand-new. [33-1310; 33-1321]

Return the deposit correctly

Within 14 days, excluding Saturdays, Sundays and legal holidays, after the tenancy ends, possession is delivered and the tenant demands it, provide an itemized deduction list and any refund due. Unless the tenant makes other written arrangements, mail these by first-class mail to the last known residence. Failure can expose the landlord to the money due plus twice the amount wrongfully withheld. [33-1321(D)-(E)]

Do not treat an absence as abandonment

A missing tenant or unpaid rent does not by itself authorize disposal of property. Arizona has specific abandonment facts, posting/mailing steps, inventory and storage rules. Where that statute applies, the landlord must make reasonable efforts to rerent at a fair rent. After retaking possession under the applicable procedure, personal property generally has a 14-calendar-day holding period, with exceptions and notice requirements. Do not confuse that period with the deposit-refund deadline. [33-1370]

Early departure can have special rules

Keep any agreed release in writing and address keys, rent and the deposit. Arizona provides a qualifying early-release process for certain domestic-violence or sexual-assault situations. Military orders can create separate federal lease-termination protections. Check the applicable conditions before imposing a lease-break fee. [33-1318; SCRA]

Keep an organized file

Retain the signed lease and addenda, move-in/move-out records, notices and delivery proof, repair records, charges, payments, deposit accounting and correspondence. Apply a lawful retention policy and protect personal information. This guide does not set a universal records-retention period.

When you need help

For a disputed deadline, eviction, subsidy, accommodation, unusual fee or protected early termination, obtain advice for the actual facts. Printed explanations remain useful offline, but the law and court rules can change. Official source pages were checked November 17, 2026; check effective dates before relying on a later action. Introduced bills are not treated as enacted law in this guide.

Official references

Delivery of possession and deposit accounting: www.azleg.gov/ars/33/01310.htm ; www.azleg.gov/ars/33/01321.htm

Abandonment and protected release: www.azleg.gov/ars/33/01370.htm ; www.azleg.gov/ars/33/01318.htm

Free official Act and assistance information: housing.az.gov/general-public/arizona-residential-landlord-and-tenant-act