

NOTICE OF INTENTION TO TERMINATE FOR MATERIAL BREACH OF RENTAL AGREEMENT

(5 DAY NOTICE – HEALTH & SAFETY)

Date: ___/___/20__

TO: _____

FROM: _____

YOU ARE HEREBY NOTIFIED that pursuant to **A.R.S. SEC. 33-1368(A)**, your rental agreement for the premises described above shall terminate five (5) days from the date of your receipt, as defined by law, of this notice if you have not completely and permanently remedied the following health and safety violation(s) outlined below.

Explanation of Violations:

YOU ARE FURTHER NOTIFIED that your failure to comply in full with this notice by remediating the health and safety issues identified above will result in the termination of your right of possession, under your rental agreement, within five (5) days from the date of your receipt, as defined by law, of this notice. Additionally, your Landlord may institute the filing of a special detainer action in which you may be liable for accrued rent, late charges, rental concessions, attorney fees, and court costs and/or such other remedial action to which the owner or its representative may be entitled to by law in addition to any other damages outstanding at the time of filing. This notice and any action taken pursuant to it by the owner, or its representative, may not be construed as, and is not intended as, waiver of other rights or remedies or an election of remedies.

YOU ARE FURTHER NOTIFIED that if you commit or permit the reoccurrence of defaults which are the same or similar to those defaults specified above during the remaining term of your lease/occupancy, your rental agreement will terminate within ten (10) days after delivery, by owner or its representative, of a written notice advising you of your second noncompliance which is no longer a curable breach, and the owner and/or its representatives will be entitled to file a special detainer action against you and/or pursue any other remedies available under the law.

THIS NOTICE ALSO SERVES as an access request pursuant to **A.R.S. SEC. 33-1343** upon its expiration, granting your Landlord the right to enter and inspect the premises to ensure the above violation has been cured. Failure to grant access may result in the termination of your lease and a separate right for possession pursuant to **A.R.S. SEC. 33-1376**, without further notice.

() Hand Delivered this date: ___/___/20__

() Certified Mail this date: ___/___/20__

Tracking No. _____