

You are PROTECTED from RETALIATION
by joining Arizona Tenants Advocates & Association

If you want details, read on.

The retaliation clause under the Arizona Residential Landlord & Tenant Act is A.R.S. § 33-1381. The retaliation clause under the Arizona Mobile Home Parks Residential Landlord & Tenant Act is A.R.S. § 33-1491.

What constitutes retaliatory conduct?

Any or all of the following actions by a landlord:

- Increasing rent
- Decreasing services
- Bringing an action for possession
- Threatening to bring an action for possession

What triggers protection from retaliation?

Arizona renters are protected from retaliation by becoming members of Arizona Tenants Advocates, as well as by other actions. However, as a practical matter it is imperative that the landlord/agent be notified that you, the tenant, have become a member or that you have taken the other actions.

The actions which can trigger protection from retaliation are:

- Complaining to a governmental agency charged with enforcement of a building or housing code violation materially affecting health and safety
- Complaining to a landlord of a violation: In the case of the Arizona Residential Landlord & Tenant Act, under A.R.S. § 33-1324 and in the case of the Arizona Mobile Home Parks Residential Landlord & Tenant Act, under A.R.S. Title 33, Chapter 11
- Organizing or becoming a member of a tenants' union or similar organization
- In the case of the Arizona Mobile Home Parks Residential Landlord & Tenant Act, filing an action against the landlord in a court of law or with a hearing officer There is no statute of limitations on how long the protection is effective, although many attorneys improperly believe that it is the same time limit as the presumption of retaliatory protection arising from a complaint (see below). Also, the degree of protection from landlord retaliatory conduct varies depending upon what triggers the protection.

For merely joining Arizona Tenants Advocates & Association, a tenant is "entitled to the remedies provided in § 33-1367, and has a defense in action against him for protection." The protections in A.R.S. § 33-1367 include the right to:

- Terminate the rental agreement or recover possession of the dwelling
- Recover damages in an amount of twice the monthly rent or twice the actual damages sustained, whichever amount is greater

- If the rental agreement is terminated, recover the security deposit in accordance with the statute governing such matters, A.R.S. § 33-1321. Relative to these remedies, the applicable statutes under the Arizona Mobile Home Parks Residential Landlord & Tenant Act are, respectively, A.R.S. §§ 33-1475 and 33-1431.

However, if the tenant triggers retaliation protection by means of a complaint, all of the above apply, plus in any legal action involving the tenant there is a presumption that the landlord's conduct is in retaliation if there is evidence the complaint was lodged in the prior six months. Presumption means that "the trier of fact must find the existence of the fact presumed unless and until evidence is introduced which would support a finding of its nonexistence."

The protection from retaliation is a very potent weapon in the arsenal of tenants. On the other hand, many judges are reluctant to grant damages for retaliation, or even provide the protections offered under the retaliation statutes. Thus, tenants should be very careful to prepare an irrefutable paper trail to substantiate their cases, maximizing the grounds on which to claim the landlord's conduct is retaliatory.

Arizona Tenants Advocates & Association can help trigger your protection from retaliation, and has expertise to make it stick. We know how to use a landlord's persistent state of violation to constantly protect tenants from retaliation. We understand how the protection relates to month-to-month rental occupancy versus written leases. We are intimately familiar with the process of giving notice to landlords. Arizona Tenants Advocates understands the nuances of protection from retaliation. Use us and benefit.