



ARIZONA UPDATE ON COVID 19 PROPERTY MANAGEMENT AND BROKER ISSUES

February 2021

1. Eviction Rights

In Arizona, the moratorium on evictions has run out but was supplanted by the CDC moratorium. The biggest issue for managers is what is an “eviction”. Under Arizona law there is no such thing as an eviction; it’s a forcible detainer action. So, if you remove someone for non-payment of rent, that’s probably an eviction. But what about giving someone on a month-to-month lease a 30-day notice and they refuse to leave? What about someone who has a dog in a unit that’s not supposed to have dogs and won’t leave? What about a squatter? They’re all forcible detainer actions and the same statutory process for removal should be available.

2. Status of Open Houses

The state of Arizona still allows limited public gatherings, which include public open houses. Various realtor and brokerage organizations suggests that public open houses be limited and, if they are to occur, brokerages should take proactive steps to comply with the Governor’s recommendation to avoid mass gatherings of 10 or more people at one time. Suggestions include posting a notice on the door stating that entrance will be limited and visitors should wait outside but with enough space for social distancing. Aside from the 10-person maximum capacity recommendation, having hand sanitizer available for anyone entering the home and frequently wiping down common surfaces is also recommended.

3. Terminating Contract Based on COVID-19 Issues

The Arizona Residential Resale Real Estate Purchase Contract does not expressly contain a termination provision triggered in the event of a pandemic or something of a similar nature. However, legal arguments may exist separate and apart from the language contained within the Purchase Contract. Clients should be advised in writing to seek independent legal counsel.

4. Tenant Showing Concerns

The landlord-tenant relationship is established through the lease, subject to the underlying landlord-tenant act. A.R.S. § 33-1343 provides that a “tenant shall not unreasonably withhold consent to the landlord to enter the dwelling . . . or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.” If a tenant refuses to allow a showing, the landlord should be contacted and advised to consult independent legal counsel regarding the landlord’s rights.

To ensure health and safety and to reduce property owners’ potential liability, landlords or property managers may want to screen for COVID-19 exposure those wishing to view the



property. If implementing a screening process, agents must adhere to fair housing guidelines, which dictate that landlords and property managers may not discriminate against anyone based on race, color, national origin, religion, sex, familial status or disability. Property managers should also encourage property owners to speak to their own risk advisors or attorneys on matters related to COVID-19.

4. Resident Covid-19 Disclosure Obligations

If someone in the home has been diagnosed with COVID-19, Seller is likely under an obligation to disclose. Any party that wants to view the house can then make an independent determination as to whether they want to view the house. If there is an existing purchase agreement, the buyer has the option of seeking additional time to allow the transaction to close. Further, any resident/seller with COVID-19 should not be present during any viewings or inspections.

The seller should disclose that someone living in the house has been diagnosed with COVID-19 so that any person entering the property may take necessary precautions. If the buyer is concerned, the parties may want to consider postponing closing.

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NOTE that the information contained in this document is for general education and knowledge. It is not designed to be, and should not be used as, the sole source of information when analyzing and resolving a legal problem or claim. Additionally, the situation surrounding COVID-19 is evolving and the subject matter discussed herein may change on a daily basis. Please contact an attorney for timely advice as to any specific issue that may arise.