

April 25, 1944

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Mr. Joe E. Little
Executive Director
Glendale Housing Authority
Glendale, Arizona

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ARIZONA ATTORNEY GENERAL

My dear Mr. Little:

On April 24, George D. Locke, Attorney for the Glendale Housing Authority, requested an opinion with reference to whether or not the Glendale Housing Authority may enter into a lease for a term of three months, with the Federal Public Housing Authority, covering War Housing Projects.

After reviewing the proposed lease and the pertinent statutory authority, it is found that the proposed lease is for a term of three months and may be renewed by mutual consent at the end of such term or an extended term for a like period.

Under the statutory provisions of the Arizona Code there is a clear line of demarcation between leases for a period in excess of one year and for terms less than one year. Section 71-401, Arizona Code 1939, provides:

"No estate of inheritance for freehold or for a term of more than one (1) year, in lands or tenements, shall be conveyed from one to another unless the conveyance be declared by an instrument in writing, subscribed and delivered by the party disposing of the same, or by his agent thereunto authorized by writing."

Section 58-101 provides that no action shall be brought upon a promise or agreement unless the same be in writing in the following cases:

* * *

"6. Upon an agreement for the leasing for a longer period than one (1) year, or for the sale of real property, or of an interest therein; * * *"

Paragraph 16-605, subsection "a", of the Municipal housing law of the State of Arizona, grants to housing authorities every power vested in the municipalities by this Act, except the power to borrow money, issue bonds and acquire real property.

In view of the foregoing statutory provisions, and other reasons not necessary to here enumerate, it is my opinion that the execution of a lease in the form proposed, is within the power of the Housing Authority, under the laws of the State of Arizona.

Very truly yours,

JOE CONWAY
Attorney General

EARL ANDERSON
Chief Assistant
Attorney General