

State of Arizona
House of Representatives
Fifty-fourth Legislature
First Regular Session
2019

HOUSE BILL 2358

AN ACT

AMENDING SECTIONS 33-1310 AND 33-1371, ARIZONA REVISED STATUTES; RELATING
TO THE ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 33-1310, Arizona Revised Statutes, is amended to
3 read:

4 33-1310. General definitions

5 Subject to additional definitions contained in subsequent articles
6 of this chapter ~~which~~ THAT apply to specific articles ~~thereof~~ OF THIS
7 CHAPTER, and unless the context otherwise requires, in this chapter:

8 1. "Action" includes recoupment, counterclaim, setoff, suit in
9 equity and any other proceeding in which rights are determined, including
10 an action for possession.

11 2. "Building and housing codes" ~~include~~ INCLUDES any law, ordinance
12 or governmental regulation concerning fitness for habitation, or the
13 construction, maintenance, operation, occupancy, use or appearance of any
14 premises, ~~or~~ or dwelling unit.

15 3. "Delivery of possession" means returning dwelling unit keys to
16 the landlord and vacating the premises.

17 4. "Dwelling unit" means a structure or the part of a structure
18 that is used as a home, residence, or sleeping place by one person who
19 maintains a household or by two or more persons who maintain a common
20 household. ~~"Dwelling unit" excludes~~ DOES NOT INCLUDE real property used
21 to accommodate a mobile home, unless the mobile home is rented or leased
22 by the landlord.

23 5. "Good faith" means honesty in fact in the conduct or transaction
24 concerned.

25 6. "HOUSING ASSISTANCE PAYMENT" MEANS ANY PAYMENT MADE TO THE
26 LANDLORD BY A GOVERNMENT AGENCY, A PUBLIC HOUSING AUTHORITY OR ANY THIRD
27 PARTY ON BEHALF OF A GOVERNMENT AGENCY, A PUBLIC HOUSING AUTHORITY OR ANY
28 FOR-PROFIT ENTITY PURSUANT TO A SEPARATE WRITTEN RENTAL ASSISTANCE OR
29 SUBSIDY CONTRACT BETWEEN THE LANDLORD AND THE GOVERNMENT AGENCY, PUBLIC
30 HOUSING AUTHORITY OR THIRD PARTY ON BEHALF OF A GOVERNMENT AGENCY, PUBLIC
31 HOUSING AUTHORITY OR FOR-PROFIT ENTITY. HOUSING ASSISTANCE PAYMENT DOES
32 NOT INCLUDE ANY PAYMENT MADE BY A FAITH-BASED ORGANIZATION, A COMMUNITY
33 ACTION AGENCY PROGRAM OR A NONPROFIT ENTITY.

34 ~~6.~~ 7. "Landlord" means the owner, lessor or sublessor of the
35 dwelling unit or the building of which it is a part, and it also means a
36 manager of the premises who fails to disclose as required by section
37 33-1322.

38 ~~7.~~ 8. "Organization" includes a corporation, government,
39 governmental subdivision or agency, business trust, estate, trust,
40 partnership or association, two or more persons having a joint or common
41 interest and any other legal or commercial entity ~~which~~ THAT is a
42 landlord, owner, manager or constructive agent pursuant to section
43 33-1322.

1 ~~8.~~ 9. "Owner" means one or more persons, jointly or severally, in
2 whom is vested all or part of the legal title to property or all or part
3 of the beneficial ownership and a right to present use and enjoyment of
4 the premises. The term includes a mortgagee in possession.

5 ~~9.~~ 10. "Person" means an individual or organization.

6 ~~10.~~ 11. "Premises" means a dwelling unit and the structure of
7 which it is a part and existing facilities and appurtenances therein,
8 including furniture and utilities where applicable, and grounds, areas and
9 existing facilities held out for the use of tenants generally or whose use
10 is promised to the tenant.

11 ~~11.~~ 12. "Rent" means payments to be made to the landlord in full
12 consideration for the rented premises.

13 ~~12.~~ 13. "Rental agreement" means all agreements, written, oral or
14 implied by law, and valid rules and regulations adopted under section
15 33-1342 embodying the terms and conditions concerning the use and
16 occupancy of a dwelling unit and premises.

17 ~~13.~~ 14. "Roomer" means a person occupying a dwelling unit that
18 lacks a major bathroom or kitchen facility, in a structure where one or
19 more major facilities are used in common by occupants of the dwelling unit
20 and other dwelling units. Major facility in the case of a bathroom means
21 toilet, or either a bath or shower, and in the case of a kitchen means
22 refrigerator, stove or sink.

23 ~~14.~~ 15. "Security" means money or property given to assure payment
24 or performance under a rental agreement. ~~"Security"~~ does not include a
25 reasonable charge for redecorating or cleaning.

26 ~~15.~~ 16. "Single family residence" means a structure maintained and
27 used as a single dwelling unit. Notwithstanding that a dwelling unit
28 shares one or more walls with another dwelling unit, it is a single family
29 residence if it has direct access to a street or thoroughfare and ~~shares~~
30 ~~neither~~ DOES NOT SHARE heating facilities, hot water equipment ~~nor~~ OR any
31 other essential facility or service with any other dwelling unit.

32 ~~16.~~ 17. "Tenant" means a person entitled under a rental agreement
33 to occupy a dwelling unit to the exclusion of others.

34 ~~17.~~ 18. "Term of lease" means the initial term or any renewal or
35 extension of the written rental agreement currently in effect not
36 including any wrongful holdover period.

37 Sec. 2. Section 33-1371, Arizona Revised Statutes, is amended to
38 read:

39 33-1371. Acceptance of partial payments; waiver of right to
40 terminate; exception

41 A. A landlord is not required to accept a partial payment of rent
42 or other charges. A landlord accepting a partial payment of rent or other
43 charges retains the right to proceed against a tenant only if the tenant
44 agrees in a contemporaneous writing to the terms and conditions of the
45 partial payment with regard to continuation of the tenancy. The written

1 agreement shall contain a date on which the balance of the rent is
2 due. The landlord may proceed as provided in THIS article ~~4 of this~~
3 ~~chapter~~ and in title 12, chapter 8 against a tenant in breach of this
4 agreement or any other breach of the original rental agreement. If the
5 landlord has provided the tenant with a notice of failure to pay rent as
6 specified in section 33-1368, subsection B ~~prior to~~ BEFORE the completion
7 of the agreement for partial payment, no additional notice under section
8 33-1368, subsection B is required in case of a breach of the partial
9 payment agreement.

10 B. FOR THE PURPOSES OF THIS SECTION, A LANDLORD'S ACCEPTANCE OF A
11 HOUSING ASSISTANCE PAYMENT DOES NOT CONSTITUTE AN ACCEPTANCE OF A PARTIAL
12 PAYMENT OF RENT OR A WAIVER OF A LANDLORD'S RIGHT TO TERMINATE THE RENTAL
13 AGREEMENT FOR ANY BREACH BY THE TENANT.

14 ~~B.~~ C. Except as specified in ~~subsection~~ SUBSECTIONS A AND B of
15 this section, acceptance of rent, or any portion ~~thereof~~ OF RENT, with
16 knowledge of a default by THE tenant or acceptance of performance by the
17 tenant that varied from the terms of the rental agreement or rules or
18 regulations subsequently adopted by the landlord constitutes a waiver of
19 the right to terminate the rental agreement for that breach.