

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 OR PUBLIC HOUSING AUTHORITY  
28 PURSUANT TO A SEPARATE WRITTEN RENTAL ASSISTANCE OR SUBSIDY CONTRACT  
29 BETWEEN THE LANDLORD AND THE GOVERNMENT AGENCY, PUBLIC HOUSING AUTHORITY  
30 OR THIRD PARTY ON BEHALF OF A GOVERNMENT AGENCY OR PUBLIC HOUSING  
31 AUTHORITY. HOUSING ASSISTANCE PAYMENT DOES NOT INCLUDE ANY PAYMENT MADE  
32 BY A FAITH BASED ORGANIZATION, A COMMUNITY ACTION AGENCY PROGRAM OR A  
33 NONPROFIT ENTITY THAT DOES NOT HAVE A SEPARATE WRITTEN RENTAL ASSISTANCE  
34 OR SUBSIDY CONTRACT.  
35 ~~6.~~ 7. "Landlord" means the owner, lessor or sublessor of the  
36 dwelling unit or the building of which it is a part, and it also means a  
37 manager of the premises who fails to disclose as required by section  
38 33-1322.  
39 ~~7.~~ 8. "Organization" includes a corporation, government,  
40 governmental subdivision or agency, business trust, estate, trust,  
41 partnership or association, two or more persons having a joint or common  
42 interest and any other legal or commercial entity ~~which~~ THAT is a  
43 landlord, owner, manager or constructive agent pursuant to section  
44 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.