State of Arizona
House of Representatives
Fifty-fifth Legislature
First Regular Session
2021

HOUSE BILL 2507

AN ACT

AMENDING SECTIONS 33-1314 AND 33-1370, ARIZONA REVISED STATUTES; RELATING TO THE ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT.

(TEXT OF BILL BEGINS ON NEXT PAGE)
Be it enacted by the Legislature of the State of Arizona:

Section 1. Section 33-1314, Arizona Revised Statutes, is amended to read:

33-1314. Terms and conditions of rental agreement; contact information; property; pets

A. The landlord and tenant may include in a rental agreement terms and conditions not prohibited by this chapter or any other rule of law including rent, term of the agreement and other provisions governing the rights and obligations of the parties.

B. In the absence of a rental agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the dwelling unit.

C. Rent shall be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit and periodic rent is payable at the beginning of any term of one month or less and otherwise in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportionable from day-to-day.

D. Unless the rental agreement fixes a definite term, the tenancy shall be week-to-week in case of a roomer who pays weekly rent, and in all other cases month-to-month.

E. If a municipality that levies a transaction privilege tax on residential rent changes the percentage of that tax, the landlord on thirty days' written notice to the tenant may adjust the amount of rent due to equal the difference caused by the new percentage amount of the tax. The adjustment to rent shall not occur before the date upon which the new tax is effective. In order for a landlord to adjust rent pursuant to this subsection, the landlord's right to adjust rent pursuant to this subsection shall be disclosed in the rental agreement.

F. Notwithstanding section 14-3911, the landlord may request and the tenant may provide and routinely update the name and contact information of a person who is authorized by the tenant to enter the tenant's dwelling unit to retrieve and store the tenant's property including the tenant's animal if the tenant dies or is otherwise incapacitated. If the landlord is unable to contact the authorized person at the address and telephone number provided to the landlord by the tenant or the authorized person fails to respond to the landlord's request within one day for the animal or ten days for all other property after initial written contact, the landlord may dispose of the property as prescribed in section 33-1370 or may deem the animal abandoned, and if deemed abandoned, shall remove the animal to an animal shelter or boarding facility as prescribed in section 33-1370, subsection E. The landlord may release the animal to a relative of the deceased or incapacitated tenant if any of the following applies:

1. The landlord was not provided the contact information of a person who is authorized by the tenant to retrieve the tenant's animal.
2. THE CONTACT INFORMATION IS NO LONGER VALID.
3. THE LANDLORD IS UNABLE TO CONTACT THE AUTHORIZED PERSON AFTER ONE CALENDAR DAY.

G. Before removing any of the tenant's personal property OR THE TENANT'S ANIMAL, the authorized person shall present to the landlord a valid government issued identification that confirms the identity of the authorized person. The authorized person shall have twenty days from AFTER the date of initial written contact by the landlord or the last date for which rent is paid, whichever is longer, to remove items from the rental property and return keys to the landlord during regular business hours. If the landlord allows an authorized person to enter the property to remove the tenant's personal possessions as prescribed by this subsection, the landlord has no further liability to the tenant, the tenant's estate or the tenant's heirs for lost, damaged or stolen items. If the tenant's personal property is not entirely removed from the rental unit by an authorized person, the landlord may dispose of the property as prescribed in section 33-1370.

H. This subsection shall only apply ONLY AS FOLLOWS:
   1. TO THE TENANT'S PERSONAL PROPERTY if the periodic rent is unpaid and outstanding for at least five days.
   2. TO THE TENANT'S ANIMAL IF THE TENANT IS DECEASED OR IS OTHERWISE INCAPACITATED.

Sec. 2. Section 33-1370, Arizona Revised Statutes, is amended to read:

33-1370. Abandonment; notice; remedies; personal property; definition
A. If a dwelling unit is abandoned after the time prescribed in subsection J of this section, the landlord shall send the tenant a notice of abandonment by certified mail, return receipt requested, addressed to the tenant's last known address and to any of the tenant's alternate addresses known to the landlord. The landlord shall also post a notice of abandonment on the door to the dwelling unit or any other conspicuous place on the property for five days.

B. Five days after the notice of abandonment has been both posted and mailed, the landlord may retake the dwelling unit and rerent the dwelling unit at a fair rental value if no personal property remains in the dwelling unit. After the landlord retakes the dwelling unit, money held by the landlord as a security deposit is forfeited and shall be applied to the payment of any accrued rent and other reasonable costs incurred by the landlord by reason of the tenant's abandonment.

C. If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent the dwelling unit at a fair rental. If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement, the rental agreement is deemed to be
terminated as of the date the new tenancy begins. If the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the landlord accepts the abandonment as a surrender, the rental agreement is deemed to be terminated by the landlord as of the date the landlord has notice of the abandonment. If the tenancy is from month to month or week to week, the term of the rental agreement for this purpose shall be deemed to be a month or a week, as the case may be.

D. After the landlord retakes possession of the dwelling unit, and if the tenant's personal property remains in the dwelling unit, the landlord shall prepare an inventory and notify the tenant of the location and cost of storage of the personal property in the same manner prescribed in subsection A of this section.

E. After the landlord retakes possession of the dwelling unit, the landlord may store the tenant's personal possessions in the unoccupied dwelling unit that was abandoned by the tenant, any other available unit or any storage space owned by the landlord or off the premises if a dwelling unit or storage space is not available. The landlord is not required to store the tenant's perishable items, plants and animals on behalf of the tenant. The landlord may remove or dispose of, as appropriate, the perishable items, including plants. At the landlord's discretion, the landlord may remove and dispose of any personal property in the dwelling unit that is contaminated, or may be considered a biohazard or poses a health and safety risk. At the landlord's discretion, AFTER NOTIFYING ANY PERSON WHO WAS AUTHORIZED BY THE TENANT TO RETRIEVE THE TENANT'S ANIMAL AS PRESCRIBED IN SECTION 33-1314 AND NO REtrieval occurs after one calendar day, the tenant's abandoned animals may be immediately removed and released to a shelter or boarding facility. The landlord shall keep a record of the name and location of the shelter or boarding facility to which the animal was released. If the landlord does not immediately remove and release the abandoned animals to a shelter or boarding facility, the landlord shall provide reasonable care for the abandoned animals for the period prescribed by subsection F of this section. If the landlord is unable or unwilling to provide reasonable care to the abandoned animals, the landlord shall notify the county enforcement agent as defined in section 11-1001 or an animal control officer as prescribed in section 9-499.04 of the presence of the tenant's abandoned animals on the property to be seized pursuant to section 13-4281. The landlord is not liable for any actions taken in good faith related to the removal, release, seizure or care of the abandoned animals pursuant to this section.

F. The landlord shall hold the tenant's personal property for a period of fourteen calendar days after the landlord retakes possession of the dwelling unit. The landlord shall use reasonable care in moving and holding the tenant's personal property. If the landlord holds the property for this period and the tenant makes no reasonable effort to
recover it, the landlord may donate the personal property to a qualifying charitable organization as defined in section 43-1088 or otherwise recognized charity or sell the property. If the landlords LANDLORD sells the property, the landlord shall retain the proceeds and apply them toward the tenant's outstanding rent or other costs that are covered in the lease agreement or otherwise provided for in this chapter or title 12, chapter 8 and that have been incurred by the landlord, and excess proceeds shall be mailed to the tenant at the tenant's last known address. A tenant does not have any right of access to that property until the actual removal and storage costs have been paid in full, except that the tenant may obtain clothing and the tools, apparatus and books of a trade or profession and any identification or financial documents, including all those related to the tenant's immigration status, employment status, public assistance or medical care. The landlord may destroy or otherwise dispose of some or all of the property if the landlord reasonably determines that the value of the property is so low that the cost of moving AND STORING THE PROPERTY and conducting a public sale exceeds the amount that would be realized from the sale. Any tax benefit associated with the donation of the personal property belongs to the tenant. A landlord that complies with this section is not liable for any loss to the tenant or any third party that results from moving, storing or donating any personal property left in the dwelling unit.

G. For a period of twelve months after the sale, the landlord shall:

1. Keep adequate records of the outstanding and unpaid rent and the sale of the tenant's personal property.
2. Hold for the benefit of the tenant any excess proceeds that have been returned as undeliverable.

H. If the tenant notifies the landlord in writing on or before the date the landlord sells or otherwise disposes of the personal property that the tenant intends to remove the personal property from the dwelling unit or the place of safekeeping, the tenant has five days to reclaim the personal property. To reclaim the personal property the tenant must only pay for the costs associated with removal and storage for the period the tenant's personal property was stored. Except as provided in subsections SUBSECTION E or I of this section for personal property exempt from storage requirements, within five days after a written offer by the tenant to pay the applicable storage or removal costs the landlord must surrender possession of the personal property in the landlord's possession to the tenant upon the tenant's tender of payment. If the landlord fails to surrender possession of the personal property to the tenant, the tenant may recover the possessions or an amount equal to the damages determined by the court if the landlord has destroyed or disposed of the possessions before the fourteen days specified in this section or after the tenant's offer to pay.
I. Notwithstanding subsections D, E, F and G of this section, if the tenant returns to the landlord the keys to the dwelling unit and there is personal property remaining in the dwelling unit, the landlord may immediately remove and dispose of the personal property without liability to the tenant or a third party unless the landlord and tenant have agreed in writing to some other treatment of the property.

J. For the purposes of this section, "abandonment" means either of THE FOLLOWING:

1. The absence of the tenant from the dwelling unit, without notice to the landlord for at least seven days, if rent for the dwelling unit is outstanding and unpaid for ten days and there is no reasonable evidence other than the presence of the tenant's personal property that the tenant is occupying the residence.  or

2. The absence of the tenant for at least five days, if the rent for the dwelling unit is outstanding and unpaid for five days and none of the tenant's personal property is in the dwelling unit.

Sec. 3. **Short title**

This act may be cited as "Matthew's Law".