

House Engrossed

landlords; deceased tenant; pets

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)

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

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

4 33-1314. Terms and conditions of rental agreement; contact
5 information; property; pets

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

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

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

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

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

29 F. Notwithstanding section 14-3911, the landlord may request and
30 the tenant may provide and routinely update the name and contact
31 information of a person who is authorized by the tenant to enter the
32 tenant's dwelling unit to retrieve and store the tenant's property
33 INCLUDING THE TENANT'S ANIMAL if the tenant dies OR IS OTHERWISE
34 INCAPACITATED. If the landlord is unable to contact the authorized person
35 at the address and telephone number provided to the landlord by the tenant
36 or the authorized person fails to respond to the landlord's request within
37 ONE DAY FOR THE ANIMAL OR ten days FOR ALL OTHER PROPERTY ~~of~~ AFTER initial
38 written contact, the landlord may dispose of the property as prescribed in
39 section 33-1370 OR MAY DEEM THE ANIMAL ABANDONED, AND IF DEEMED ABANDONED,
40 SHALL REMOVE THE ANIMAL TO AN ANIMAL SHELTER OR BOARDING FACILITY AS
41 PRESCRIBED IN SECTION 33-1370, SUBSECTION E. THE LANDLORD MAY RELEASE THE
42 ANIMAL TO A RELATIVE OF THE DECEASED OR INCAPACITATED TENANT IF ANY OF THE
43 FOLLOWING APPLIES:

44 1. THE LANDLORD WAS NOT PROVIDED THE CONTACT INFORMATION OF A PERSON
45 WHO IS AUTHORIZED BY THE TENANT TO RETRIEVE THE TENANT'S ANIMAL.

1 2. THE CONTACT INFORMATION IS NO LONGER VALID.

2 3. THE LANDLORD IS UNABLE TO CONTACT THE AUTHORIZED PERSON AFTER
3 ONE CALENDAR DAY.

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

18 H. ~~This subsection shall only~~ SUBSECTIONS F AND G OF THIS SECTION
19 apply ONLY AS FOLLOWS:

20 1. TO THE TENANT'S PERSONAL PROPERTY if the periodic rent is unpaid
21 and outstanding for at least five days.

22 2. TO THE TENANT'S ANIMAL IF THE TENANT IS DECEASED OR IS OTHERWISE
23 INCAPACITATED.

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

26 33-1370. Abandonment; notice; remedies; personal property;
27 definition

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

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

42 C. If the tenant abandons the dwelling unit, the landlord shall
43 make reasonable efforts to rent the dwelling unit at a fair rental. If
44 the landlord rents the dwelling unit for a term beginning before the
45 expiration of the rental agreement, the rental agreement is deemed to be

1 terminated as of the date the new tenancy begins. If the landlord fails
2 to use reasonable efforts to rent the dwelling unit at a fair rental or if
3 the landlord accepts the abandonment as a surrender, the rental agreement
4 is deemed to be terminated by the landlord as of the date the landlord has
5 notice of the abandonment. If the tenancy is from month to month or week
6 to week, the term of the rental agreement for this purpose shall be deemed
7 to be a month or a week, as the case may be.

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

13 E. After the landlord retakes possession of the dwelling unit, the
14 landlord may store the tenant's personal possessions in the unoccupied
15 dwelling unit that was abandoned by the tenant, any other available unit
16 or any storage space owned by the landlord or off the premises if a
17 dwelling unit or storage space is not available. The landlord is not
18 required to store the tenant's perishable items, plants and animals on
19 behalf of the tenant. The landlord may remove or dispose of, as
20 appropriate, the perishable items, including plants. At the landlord's
21 discretion, the landlord may remove and dispose of any personal property
22 in the dwelling unit that is contaminated, ~~or~~ may be considered a
23 biohazard or poses a health and safety risk. ~~At the landlord's~~
24 ~~discretion;~~ AFTER NOTIFYING ANY PERSON WHO WAS AUTHORIZED BY THE TENANT TO
25 RETRIEVE THE TENANT'S ANIMAL AS PRESCRIBED IN SECTION 33-1314 AND NO
26 RETRIEVAL OCCURS AFTER ONE CALENDAR DAY, the tenant's abandoned animals
27 may be immediately removed and released to a shelter or boarding
28 facility. The landlord shall keep a record of the name and location of
29 the shelter or boarding facility to which the animal was released. If the
30 landlord does not immediately remove and release the abandoned animals to
31 a shelter or boarding facility, the landlord shall provide reasonable care
32 for the abandoned animals for the period prescribed by subsection F of
33 this section. If the landlord is unable or unwilling to provide
34 reasonable care to the abandoned animals, the landlord shall notify the
35 county enforcement agent as defined in section 11-1001 or an animal
36 control officer as prescribed in section 9-499.04 of the presence of the
37 tenant's abandoned animals on the property to be seized pursuant to
38 section 13-4281. The landlord is not liable for any actions taken in good
39 faith related to the removal, release, seizure or care of the abandoned
40 animals pursuant to this section.

41 F. The landlord shall hold the tenant's personal property for a
42 period of fourteen calendar days after the landlord retakes possession of
43 the dwelling unit. The landlord shall use reasonable care in moving and
44 holding the tenant's personal property. If the landlord holds the
45 property for this period and the tenant makes no reasonable effort to

1 recover it, the landlord may donate the personal property to a qualifying
2 charitable organization as defined in section 43-1088 or otherwise
3 recognized charity or sell the property. If the ~~landlords~~ LANDLORD sells
4 the property, the landlord shall retain the proceeds and apply them toward
5 the tenant's outstanding rent or other costs that are covered in the lease
6 agreement or otherwise provided for in this chapter or title 12, chapter 8
7 and that have been incurred by the landlord, and excess proceeds shall be
8 mailed to the tenant at the tenant's last known address. A tenant does
9 not have any right of access to that property until the actual removal and
10 storage costs have been paid in full, except that the tenant may obtain
11 clothing and the tools, apparatus and books of a trade or profession and
12 any identification or financial documents, including all those related to
13 the tenant's immigration status, employment status, public assistance or
14 medical care. The landlord may destroy or otherwise dispose of some or
15 all of the property if the landlord reasonably determines that the value
16 of the property is so low that the cost of moving, ~~storage~~ AND STORING THE
17 PROPERTY and conducting a public sale exceeds the amount that would be
18 realized from the sale. Any tax benefit associated with the donation of
19 the personal property belongs to the tenant. A landlord that complies
20 with this section is not liable for any loss to the tenant or any third
21 party that results from moving, storing or donating any personal property
22 left in the dwelling unit.

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

25 1. Keep adequate records of the outstanding and unpaid rent and the
26 sale of the tenant's personal property.

27 2. Hold for the benefit of the tenant any excess proceeds that have
28 been returned as undeliverable.

29 H. If the tenant notifies the landlord in writing on or before the
30 date the landlord sells or otherwise disposes of the personal property
31 that the tenant intends to remove the personal property from the dwelling
32 unit or the place of safekeeping, the tenant has five days to reclaim the
33 personal property. To reclaim the personal property the tenant must only
34 pay for the costs associated with removal and storage for the period the
35 tenant's personal property was stored. Except as provided in ~~subsections~~
36 SUBSECTION E or I of this section for personal property exempt from
37 storage requirements, within five days after a written offer by the tenant
38 to pay the applicable storage or removal costs the landlord must surrender
39 possession of the personal property in the landlord's possession to the
40 tenant ~~upon~~ ON the tenant's tender of payment. If the landlord fails to
41 surrender possession of the personal property to the tenant, the tenant
42 may recover the possessions or an amount equal to the damages determined
43 by the court if the landlord has destroyed or disposed of the possessions
44 before the fourteen days specified in this section or after the tenant's
45 offer to pay.

1 I. Notwithstanding subsections D, E, F and G of this section, if
2 the tenant returns to the landlord the keys to the dwelling unit and there
3 is personal property remaining in the dwelling unit, the landlord may
4 immediately remove and dispose of the personal property without liability
5 to the tenant or a third party unless the landlord and tenant have agreed
6 in writing to some other treatment of the property.

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

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

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

17 Sec. 3. Short title

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