

REFERENCE TITLE: landlords; deceased tenant; pets

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

HB 2507

Introduced by
Representative Bolick

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~~ ON 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~~ ON 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 if the tenant dies, AND FOR A TENANT WITH A PET, THE LANDLORD SHALL REQUEST THE NAME AND CONTACT INFORMATION OF A PERSON WHO IS AUTHORIZED BY THE TENANT TO ENTER THE DWELLING UNIT TO RETRIEVE THE TENANT'S PET IF THE TENANT DIES. 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 ten days ~~of~~ AFTER initial written contact, the landlord may dispose of the property as prescribed in section 33-1370 OR MAY DEEM THE PET ABANDONED, AND IF DEEMED ABANDONED, SHALL REMOVE THE PET TO AN ANIMAL SHELTER OR BOARDING FACILITY AS PRESCRIBED IN SECTION 33-1370, SUBSECTION E.

G. Before removing any of the tenant's personal property OR THE TENANT'S PET, the authorized person shall present to the landlord a valid government issued identification that confirms the identity of the

1 authorized person. The authorized person shall have twenty days ~~from~~
2 AFTER the date of initial written contact by the landlord or the last date
3 for which rent is paid, whichever is longer, to remove items from the
4 rental property and return keys to the landlord during regular business
5 hours. If the landlord allows an authorized person to enter the property
6 to remove the tenant's personal possessions as prescribed by this
7 subsection, the landlord has no further liability to the tenant, the
8 tenant's estate or the tenant's heirs for lost, damaged or stolen
9 items. If the tenant's personal property is not entirely removed from the
10 rental unit by an authorized person, the landlord may dispose of the
11 property as prescribed in section 33-1370.

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

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

16 2. TO THE TENANT'S PET IF THE TENANT IS DECEASED.

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

19 33-1370. Abandonment; notice; remedies; personal property;
20 definition

21 A. If a dwelling unit is abandoned after the time prescribed in
22 subsection J of this section, the landlord shall send the tenant a notice
23 of abandonment by certified mail, return receipt requested, addressed to
24 the tenant's last known address and to any of the tenant's alternate
25 addresses known to the landlord. The landlord shall also post a notice of
26 abandonment on the door to the dwelling unit or any other conspicuous
27 place on the property for five days.

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

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

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

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

34 F. The landlord shall hold the tenant's personal property for a
35 period of fourteen calendar days after the landlord retakes possession of
36 the dwelling unit. The landlord shall use reasonable care in moving and
37 holding the tenant's personal property. If the landlord holds the
38 property for this period and the tenant makes no reasonable effort to
39 recover it, the landlord may donate the personal property to a qualifying
40 charitable organization as defined in section 43-1088 or otherwise
41 recognized charity or sell the property. If the ~~landlords~~ LANDLORD sells
42 the property, the landlord shall retain the proceeds and apply them toward
43 the tenant's outstanding rent or other costs that are covered in the lease
44 agreement or otherwise provided for in this chapter or title 12, chapter 8
45 and that have been incurred by the landlord, and excess proceeds shall be

1 mailed to the tenant at the tenant's last known address. A tenant does
 2 not have any right of access to that property until the actual removal and
 3 storage costs have been paid in full, except that the tenant may obtain
 4 clothing and the tools, apparatus and books of a trade or profession and
 5 any identification or financial documents, including all those related to
 6 the tenant's immigration status, employment status, public assistance or
 7 medical care. The landlord may destroy or otherwise dispose of some or
 8 all of the property if the landlord reasonably determines that the value
 9 of the property is so low that the cost of moving, ~~storage~~ AND STORING THE
 10 PROPERTY and conducting a public sale exceeds the amount that would be
 11 realized from the sale. Any tax benefit associated with the donation of
 12 the personal property belongs to the tenant. A landlord that complies
 13 with this section is not liable for any loss to the tenant or any third
 14 party that results from moving, storing or donating any personal property
 15 left in the dwelling unit.

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

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

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

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

39 I. Notwithstanding subsections D, E, F and G of this section, if
 40 the tenant returns to the landlord the keys to the dwelling unit and there
 41 is personal property remaining in the dwelling unit, the landlord may
 42 immediately remove and dispose of the personal property without liability
 43 to the tenant or a third party unless the landlord and tenant have agreed
 44 in writing to some other treatment of the property.

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

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

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