REFERENCE TITLE: landlord tenant; rent increase limitation

State of Arizona
Senate
Fifty-fifth Legislature
First Regular Session
2021

SB 1611

Introduced by
Senators Quezada: Mendez

AN ACT

AMENDING SECTION 33-1314, 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; rent increase limitation

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. 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 initial written contact, the landlord may dispose of the property as prescribed in section 33-1370. Before removing any of the tenant's personal property, 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 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. This subsection shall only apply if the periodic rent is unpaid and outstanding for at least five days.

G. NOTWITHSTANDING SECTION 33-1329, THE MAXIMUM AMOUNT OF A PERMISSIBLE RENT INCREASE FOR A TENANT IS THE LESSER OF THE FOLLOWING AMOUNTS:

1. FIVE PERCENT OF THE LOWEST RENTAL RATE CHARGED DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE RENTAL INCREASE TAKES EFFECT PLUS THE RATE OF INFLATION AS DETERMINED BY THE GROSS DOMESTIC PRODUCT PRICE DEFLATOR INDEX PUBLISHED BY THE UNITED STATES DEPARTMENT OF COMMERCE, BUREAU OF ECONOMIC ANALYSIS.

2. TEN PERCENT OF THE LOWEST RENTAL RATE CHARGED DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE RENTAL INCREASE TAKES EFFECT.