

REFERENCE TITLE: landlord tenant; housing assistance; waiver.

State of Arizona
Senate
Fifty-sixth Legislature
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2023

SB 1570

Introduced by
Senators Terán: Alston, Gabaldón, Mendez; Representative Salman

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. Definitions

5 ~~Subject to additional definitions contained in subsequent articles~~
6 ~~of this chapter that apply to specific articles of this chapter, and IN~~
7 ~~THIS CHAPTER,~~ 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" includes any law, ordinance or
12 governmental regulation concerning fitness for habitation, or the
13 construction, maintenance, operation, occupancy, use or appearance of any
14 premises 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":

18 (a) Means a structure or the part of a structure that is used as a
19 home, residence, ~~or~~ or sleeping place by one person who maintains a
20 household or by two or more persons who maintain a common household.
21 ~~Dwelling unit~~

22 (b) Does not include real property used to accommodate a mobile
23 home, unless the mobile home is rented or leased by the landlord.

24 5. "Good faith" means honesty in fact in the conduct or transaction
25 concerned.

26 6. "Housing assistance payment":

27 (a) Means any payment made to the landlord by a government agency,
28 a public housing authority or any third party on behalf of a government
29 agency, a public housing authority or any for-profit entity pursuant to a
30 separate written rental assistance or subsidy contract between the
31 landlord and the government agency, public housing authority or third
32 party on behalf of a government agency, public housing authority or
33 for-profit entity. ~~Housing assistance payment does not include~~

34 (b) **INCLUDES** any payment made by a faith-based organization, a
35 community action agency program or a nonprofit entity.

36 7. "Landlord" means **BOTH**:

37 (a) The owner, lessor or sublessor of the dwelling unit or the
38 building of which it is a part. ~~, and it also means~~

39 (b) A manager of the premises who fails to disclose as required by
40 section 33-1322.

41 8. "Organization" includes a corporation, government, governmental
42 subdivision or agency, business trust, estate, trust, partnership or
43 association, two or more persons having a joint or common interest and any
44 other legal or commercial entity that is a landlord, owner, manager or
45 constructive agent pursuant to section 33-1322.

- 1 9. "Owner":
2 (a) Means one or more persons, jointly or severally, in whom is
3 vested all or part of the legal title to property or all or part of the
4 beneficial ownership and a right to present use and enjoyment of the
5 premises. ~~The term~~
6 (b) Includes a mortgagee in possession.
7 10. "Person" means an individual or organization.
8 11. "Premises" means a dwelling unit and the structure of which it
9 is a part and existing facilities and appurtenances therein, including
10 furniture and utilities where applicable, and grounds, areas and existing
11 facilities held out for the use of tenants generally or whose use is
12 promised to the tenant.
13 12. "Rent" means payments to be made to the landlord in full
14 consideration for the rented premises.
15 13. "Rental agreement" means all agreements, written, oral or
16 implied by law, and valid rules and regulations adopted under section
17 33-1342 embodying the terms and conditions concerning the use and
18 occupancy of a dwelling unit and premises.
19 14. "Roomer" means a person occupying a dwelling unit that lacks a
20 major bathroom or kitchen facility, in a structure where one or more major
21 facilities are used in common by occupants of the dwelling unit and other
22 dwelling units. Major facility in the case of a bathroom means toilet, or
23 either a bath or shower, and in the case of a kitchen means refrigerator,
24 stove or sink.
25 15. "Security":
26 (a) Means money or property given to assure payment or performance
27 under a rental agreement. ~~Security~~
28 (b) Does not include a reasonable charge for redecorating or
29 cleaning.
30 16. "Single family residence" means a structure maintained and used
31 as a single dwelling unit. Notwithstanding that a dwelling unit shares
32 one or more walls with another dwelling unit, it is a single family
33 residence if it has direct access to a street or thoroughfare and does not
34 share heating facilities, hot water equipment or any other essential
35 facility or service with any other dwelling unit.
36 17. "Tenant" means a person entitled under a rental agreement to
37 occupy a dwelling unit to the exclusion of others.
38 18. "Term of lease" means the initial term or any renewal or
39 extension of the written rental agreement currently in effect, not
40 including any wrongful holdover period.

1 Sec. 2. Section 33-1371, Arizona Revised Statutes, is amended to
2 read:

3 33-1371. Acceptance of partial payments; waiver of right to
4 terminate; exception

5 A. A landlord is not required to accept a partial payment of rent
6 or other charges. A landlord accepting a partial payment of rent or other
7 charges retains the right to proceed against a tenant only if the tenant
8 agrees in a contemporaneous writing to the terms and conditions of the
9 partial payment with regard to ~~continuation of~~ CONTINUING the tenancy.
10 The written agreement shall contain a date on which the balance of the
11 rent is due. The landlord may proceed as provided in this article and in
12 title 12, chapter 8 against a tenant in breach of this agreement or any
13 other breach of the original rental agreement. If the landlord has
14 provided the tenant with a notice of failure to pay rent as specified in
15 section 33-1368, subsection B before ~~the completion of~~ COMPLETING the
16 agreement for partial payment, no additional notice under section 33-1368,
17 subsection B is required in case of a breach of the partial payment
18 agreement.

19 B. For the purposes of this section, a landlord's acceptance of a
20 housing assistance payment ~~does not constitute~~ CONSTITUTES an acceptance
21 of a partial payment of rent ~~or~~ AND a waiver of a landlord's right to
22 terminate the rental agreement for ~~any~~ breach OF THE RENTAL AGREEMENT by
23 the tenant FOR FAILURE TO PAY RENT FOR THE RENTAL PERIOD COVERED BY THE
24 PARTIAL PAYMENT.

25 C. Except as specified in ~~subsections~~ SUBSECTION A ~~and B~~ of this
26 section, ~~acceptance of~~ ACCEPTING rent, or any portion of rent, with
27 knowledge of a default by the tenant or ~~acceptance of~~ ACCEPTING
28 performance by the tenant that varied from the terms of the rental
29 agreement or rules or regulations subsequently adopted by the landlord
30 constitutes a waiver of the right to terminate the rental agreement for
31 that breach.