REFERENCE TITLE: rental property; dog breeds

State of Arizona
Senate
Fifty-sixth Legislature
Second Regular Session
2024

SB 1439

Introduced by
Senators Fernandez: Alston, Diaz, Gabaldón, Gowan, Hernandez, Sundareshan

AN ACT

AMENDING SECTION 33-1315, 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 33-1315, Arizona Revised Statutes, is amended to read:

33-1315. Prohibited provisions in rental agreements
A. A rental agreement shall not provide that the tenant does any of the following:
   1. Agrees to waive or to forego rights or remedies under this chapter.
   2. Agrees to pay the landlord's attorney fees, except an agreement in writing may provide that attorney fees may be awarded to the prevailing party in the event of court action and except that a prevailing party in a contested forcible detainer action is eligible to be awarded attorney fees pursuant to section 12-341.01 regardless of whether the rental agreement provides for such an award.
   3. Agrees to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or the costs connected therewith.
   4. Agrees to waive or limit the tenant's right to summon or any other person's right to summon a peace officer or other emergency assistance in response to an emergency.
   5. Agrees to pay monetary penalties or otherwise penalizes the tenant for the tenant summoning or for any other person summoning a peace officer or other emergency assistance in response to an emergency.

B. IF A LANDLORD ALLOWS A TENANT TO HOUSE A DOG IN OR ON THE TENANT'S PREMISES, THE LANDLORD MAY NOT PROHIBIT SPECIFIC BREEDS OR TYPES OF DOGS.

C. A provision that is prohibited by subsection A of this section and that is included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by the landlord to be prohibited, the tenant may recover actual damages sustained by the tenant and not more than two months' periodic rent.

D. This section does not limit the landlord's right to evict a tenant pursuant to section 33-1368.