

REFERENCE TITLE: landlord tenant; notice; assistance information

State of Arizona
House of Representatives
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HB 2755

Introduced by
Representatives Contreras P: Austin, Crews, Hernandez M, Ortiz, Sandoval,
Schwiebert

AN ACT

AMENDING SECTIONS 33-1322 AND 33-1368, 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 33-1322, Arizona Revised Statutes, is amended to
3 read:

4 33-1322. Disclosure and tender of written rental agreement

5 A. The landlord or any person authorized to enter into a rental
6 agreement on ~~his~~ THE LANDLORD'S behalf shall disclose to the tenant in
7 writing at or before the commencement of the tenancy the name and address
8 of each of the following:

9 1. The person authorized to manage the premises.

10 2. An owner of the premises or a person authorized to act for and
11 on behalf of the owner for the purpose of service of process and for the
12 purpose of receiving and receipting for notices and demands.

13 B. At or before the commencement of the tenancy, the landlord shall
14 inform the tenant in writing that the Arizona residential landlord and
15 tenant act is available on the Arizona department of housing's website.

16 C. The information required to be furnished by this section shall
17 be kept current and refurnished to a tenant ~~upon~~ ON the tenant's
18 request. This section extends to and is enforceable against any successor
19 landlord, owner or manager.

20 D. A person who fails to comply with subsections A, B and C OF THIS
21 SECTION becomes an agent of each person who is a landlord for the
22 following purposes:

23 1. Service of process and receiving and receipting for notices and
24 demands.

25 2. Performing the obligations of the landlord under this chapter
26 and under the rental agreement and expending or making available for the
27 purpose all rent collected from the premises.

28 E. If there is a written rental agreement, the landlord must:

29 1. Tender and deliver a signed copy of the rental agreement to the
30 tenant and the tenant must sign and deliver to the landlord one fully
31 executed copy of such rental agreement within a reasonable time after the
32 agreement is executed. A written rental agreement shall have all blank
33 spaces completed. Noncompliance with this ~~subsection~~ PARAGRAPH shall be
34 deemed a material noncompliance by the landlord or the tenant, as the case
35 may be, of the rental agreement.

36 2. PROVIDE THE WEBSITE ADDRESS FOR AZCOURTHELP.ORG, IF AVAILABLE,
37 OR SHALL PROVIDE INFORMATION ON PREVENTION OF AND ASSISTANCE FOR TENANT
38 EVICTIONS THAT ARE AVAILABLE IN THAT LOCATION, INCLUDING SERVICES FROM THE
39 DEPARTMENT OF ECONOMIC SECURITY AND ANY SERVICES FROM THE APPROPRIATE
40 MUNICIPALITY.

1 Sec. 2. Section 33-1368, Arizona Revised Statutes, is amended to
2 read:

3 33-1368. Noncompliance with rental agreement by tenant;
4 failure to pay rent; utility discontinuation;
5 liability for quests; definition

6 A. Except as provided in this chapter, if there is a material
7 noncompliance by the tenant with the rental agreement, including material
8 falsification of the information provided on the rental application, the
9 landlord may deliver a written notice to the tenant specifying the acts
10 and omissions constituting the breach and that the rental agreement will
11 terminate on a date not less than ten days after receipt of the notice if
12 the breach is not remedied in ten days. For the purposes of this section,
13 material falsification includes the following untrue or misleading
14 information about the:

15 1. Number of occupants in the dwelling unit, pets, income of the
16 prospective tenant, social security number and current employment listed
17 on the application or lease agreement.

18 2. Tenant's criminal records, prior eviction record and current
19 criminal activity. Material falsification of information in this
20 paragraph is not curable under this section.

21 If there is a noncompliance by the tenant with section 33-1341 materially
22 affecting health and safety, the landlord may deliver a written notice to
23 the tenant specifying the acts and omissions constituting the breach and
24 that the rental agreement will terminate on a date not less than five days
25 after receipt of the notice if the breach is not remedied in five days.

26 ~~However,~~ If the breach is remediable by repair or the payment of damages
27 or otherwise, and the tenant adequately remedies the breach before the
28 date specified in the notice, the rental agreement will not terminate. If
29 there is an additional act of these types of noncompliance of the same or
30 a similar nature during the term of the lease after the previous remedy of
31 noncompliance, the landlord may institute a special detainer action
32 pursuant to section 33-1377 ten days after delivery of a written notice
33 advising the tenant that a second noncompliance of the same or a similar
34 nature has occurred. If there is a breach that is both material and
35 irreparable and that occurs on the premises, which may include an illegal
36 discharge of a weapon, homicide as prescribed in sections 13-1102,
37 13-1103, 13-1104 and 13-1105, prostitution as defined in section 13-3211,
38 criminal street gang activity as prescribed in section 13-105, activity as
39 prohibited in section 13-2308, the unlawful manufacturing, selling,
40 transferring, possessing, using or storing of a controlled substance as
41 defined in section 13-3451, threatening or intimidating as prohibited in
42 section 13-1202, assault as prohibited in section 13-1203, acts that have
43 been found to constitute a nuisance pursuant to section 12-991 or a breach
44 of the lease agreement that otherwise jeopardizes the health, safety and
45 welfare of the landlord, the landlord's agent or another tenant or

1 involving imminent or actual serious property damage, the landlord may
2 deliver a written notice for immediate termination of the rental agreement
3 and shall proceed under section 33-1377. The foregoing list of actions,
4 which may constitute a material and irreparable breach of a tenant's
5 lease, is not exhaustive.

6 B. A tenant may not withhold rent for any reason not authorized by
7 this chapter. If rent is unpaid when due and the tenant fails to pay rent
8 within five days after written notice by the landlord of nonpayment and
9 the landlord's intention to terminate the rental agreement if the rent is
10 not paid within that period of time, the landlord may terminate the rental
11 agreement by filing a special detainer action pursuant to section 33-1377.
12 Before the filing of a special detainer action, the rental agreement shall
13 be reinstated if the tenant tenders all past due and unpaid periodic rent
14 and a reasonable late fee set forth in a written rental agreement. After
15 a special detainer action is filed, the rental agreement is reinstated
16 only if the tenant pays all past due rent, reasonable late fees set forth
17 in a written rental agreement, attorney fees and court costs. After a
18 judgment has been entered in a special detainer action in favor of the
19 landlord, any reinstatement of the rental agreement is solely in the
20 discretion of the landlord.

21 C. FOR ANY NOTICE PROVIDED TO THE TENANT PURSUANT TO THIS SECTION,
22 THE LANDLORD SHALL INCLUDE IN THE NOTICE THE WEBSITE ADDRESS FOR
23 AZCOURTHELP.ORG, IF AVAILABLE, OR SHALL PROVIDE INFORMATION ON PREVENTION
24 OF AND ASSISTANCE FOR TENANT EVICTIONS THAT ARE AVAILABLE IN THAT
25 LOCATION, INCLUDING SERVICES FROM THE DEPARTMENT OF ECONOMIC SECURITY AND
26 ANY SERVICES FROM THE APPROPRIATE MUNICIPALITY.

27 ~~E.~~ D. The landlord may recover all reasonable damages resulting
28 from noncompliance by the tenant with the rental agreement or section
29 33-1341 or occupancy of the dwelling unit, court costs, reasonable
30 attorney fees and all quantifiable damage caused by the tenant to the
31 premises.

32 ~~D.~~ E. The landlord may discontinue utility services provided by
33 the landlord on the day following the day that a writ of restitution or
34 execution is executed pursuant to section 12-1181. Disconnections shall
35 be performed only by a person authorized by the utility whose service is
36 being discontinued. This section does not supersede standard tariff and
37 operational procedures that apply to any public service corporation,
38 municipal corporation or special districts providing utility services in
39 this state.

40 ~~E.~~ F. On the day following the day that a writ of restitution or
41 execution is executed pursuant to section 12-1181, the landlord shall
42 comply with section 33-1370, subsections D, E, F, G, H and I regarding the
43 tenant's personal property.

1 ~~F.~~ G. For the purposes of this chapter, the tenant shall be held
2 responsible for the actions of the tenant's guests that violate the lease
3 agreement or rules or regulations of the landlord if the tenant could
4 reasonably be expected to be aware that such actions might occur and did
5 not attempt to prevent those actions to the best of the tenant's ability.
6 ~~G.~~ H. For the purposes of this section, "days" means calendar
7 days.