

REFERENCE TITLE: landlord tenant; judgment; fees; satisfaction.

State of Arizona
Senate
Fifty-seventh Legislature
First Regular Session
2025

SB 1178

Introduced by
Senators Ortiz; Alston; Representative Sandoval

AN ACT

AMENDING SECTIONS 12-1178, 33-1315, 33-1368 AND 33-1379, ARIZONA REVISED
STATUTES; RELATING TO RESIDENTIAL LANDLORD AND TENANT.

(TEXT OF BILL BEGINS ON NEXT PAGE)

Be it enacted by the Legislature of the State of Arizona:

Section 1. Section 12-1178, Arizona Revised Statutes, is amended to read:

12-1178. Judgment; writ of restitution; limitation on issuance; criminal violation; notice

A. If the defendant is found guilty of forcible entry and detainer or forcible detainer, the court shall give judgment for the plaintiff for restitution of the premises, for all charges stated in the rental agreement and for damages, attorney fees, court and other costs and, at the plaintiff's option, all rent found to be due and unpaid through the ~~periodic rental period, as described in section 33-1314, subsection C, as provided for in the rental agreement~~ TIME OF THE DEFENDANT'S ACTUAL POSSESSION OF THE PREMISES, WHICH SHALL BE DETERMINED AS THE PRORATED AMOUNT OF THE RENT PROVIDED FOR IN THE RENTAL AGREEMENT, and shall grant a writ of restitution. THE AMOUNT FOR UNPAID RENT MAY NOT INCLUDE THE ENTIRE PERIODIC RENTAL PERIOD UNLESS THE DEFENDANT ACTUALLY POSSESSES THE PREMISES FOR THAT ENTIRE PERIODIC RENTAL PERIOD. The person designated by the judge to prepare the judgment shall ensure that the defendant's social security number is not contained on the judgment.

B. If the defendant is found not guilty of forcible entry and detainer or forcible detainer, judgment shall be given for the defendant against the plaintiff for damages, attorney fees and court and other costs, and if it appears that the plaintiff has acquired possession of the premises since commencement of the action, a writ of restitution shall issue in favor of the defendant.

C. No writ of restitution shall issue until the expiration of five calendar days after the rendition of judgment. The writ of restitution shall be enforced as promptly and expeditiously as possible. The issuance or enforcement of a writ of restitution shall not be suspended, delayed or otherwise affected by the filing of a motion to set aside or vacate the judgment or similar motion unless a judge finds good cause.

D. A defendant who is lawfully served with a writ of restitution and who remains in or returns to the dwelling unit, as defined in section 33-1310, or remains on or returns to the mobile home space, as defined in section 33-1409, or the recreational vehicle space, as defined in section 33-2102, without the express permission of the owner of the property or the person with lawful control of the property commits criminal trespass in the third degree pursuant to section 13-1502.

E. If the defendant is found guilty of forcible entry and detainer or forcible detainer, the court shall give the defendant notice that a defendant who is lawfully served with a writ of restitution and who remains in or returns to the dwelling unit or remains on or returns to the mobile home space or the recreational vehicle space without the express permission of the owner of the property or the person with lawful control

1 of the property commits criminal trespass in the third degree pursuant to
2 section 13-1502.

3 Sec. 2. Section 33-1315, Arizona Revised Statutes, is amended to
4 read:

5 33-1315. Prohibited provisions in rental agreements

6 A. A rental agreement shall not provide that the tenant does any of
7 the following:

8 1. Agrees to waive or to ~~forego~~ FORGO rights or remedies under this
9 chapter.

10 2. AGREES TO PAY LATE FEES THAT ARE MORE THAN \$50 PER PERIOD OF
11 NONPAYMENT OR FIVE PERCENT OF THE UNPAID PERIODIC AMOUNT, WHICHEVER IS
12 GREATER.

13 ~~2.~~ 3. Agrees to pay the landlord's attorney fees, except an
14 agreement in writing may provide that attorney fees may be awarded to the
15 prevailing party in the event of court action and except that a prevailing
16 party in a contested forcible detainer action is eligible to be awarded
17 attorney fees pursuant to section 12-341.01 regardless of whether the
18 rental agreement provides for such an award.

19 ~~3.~~ 4. Agrees to the exculpation or limitation of any liability of
20 the landlord arising under law or to indemnify the landlord for that
21 liability or the costs connected ~~therewith~~ WITH THAT LIABILITY.

22 ~~4.~~ 5. Agrees to waive or limit the tenant's right to summon or any
23 other person's right to summon a peace officer or other emergency
24 assistance in response to an emergency.

25 ~~5.~~ 6. Agrees to ~~payment of~~ PAY monetary penalties or otherwise
26 penalizes the tenant for the tenant summoning or for any other person
27 summoning a peace officer or other emergency assistance in response to an
28 emergency.

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

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

36 Sec. 3. Section 33-1368, Arizona Revised Statutes, is amended to
37 read:

38 33-1368. Noncompliance with rental agreement by tenant;
39 failure to pay rent; utility discontinuation;
40 liability for quests; definition

41 A. Except as provided in this chapter, if there is a material
42 noncompliance by the tenant with the rental agreement, including material
43 falsification of the information provided on the rental application, the
44 landlord may deliver a written notice to the tenant specifying the acts
45 and omissions constituting the breach and that the rental agreement will

1 terminate on a date not less than ten days after receipt of the notice if
2 the breach is not remedied in ten days. For the purposes of this section,
3 material falsification includes the following untrue or misleading
4 information about the:

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

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

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

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

41 B. A tenant may not withhold rent for any reason not authorized by
42 this chapter. If rent is unpaid when due and the tenant fails to pay rent
43 within five days after written notice by the landlord of nonpayment and
44 the landlord's intention to terminate the rental agreement if the rent is
45 not paid within that period of time, the landlord may terminate the rental

1 agreement by filing a special detainer action pursuant to section 33-1377.
 2 Before the filing of a special detainer action, the rental agreement shall
 3 be reinstated if the tenant tenders all past due and unpaid periodic rent
 4 and a reasonable late fee set forth in a written rental agreement AND AS
 5 PRESCRIBED BY SECTION 33-1315. THE TENANT MAY NOT BE REQUIRED TO PAY
 6 ATTORNEY FEES AND COSTS AS A CONDITION OF REINSTATEMENT. After a special
 7 detainer action is filed, the rental agreement is reinstated only if the
 8 tenant pays all past due rent, reasonable late fees set forth in a written
 9 rental agreement, attorney fees and court costs. After a judgment has
 10 been entered in a special detainer action in favor of the landlord, any
 11 reinstatement of the rental agreement is solely in the discretion of the
 12 landlord.

13 C. The landlord may recover all reasonable damages resulting from
 14 noncompliance by the tenant with the rental agreement or section 33-1341
 15 or occupancy of the dwelling unit, court costs, reasonable attorney fees
 16 and all quantifiable damage caused by the tenant to the premises.

17 D. The landlord may discontinue utility services provided by the
 18 landlord on the day following the day that a writ of restitution or
 19 execution is executed pursuant to section 12-1181. Disconnections shall
 20 be performed only by a person authorized by the utility whose service is
 21 being discontinued. This section does not supersede standard tariff and
 22 operational procedures that apply to any public service corporation,
 23 municipal corporation or special districts providing utility services in
 24 this state.

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

29 F. For the purposes of this chapter, the tenant shall be held
 30 responsible for the actions of the tenant's guests that violate the lease
 31 agreement or rules or regulations of the landlord if the tenant could
 32 reasonably be expected to be aware that such actions might occur and did
 33 not attempt to prevent those actions to the best of the tenant's ability.

34 G. For the purposes of this section, "days" means calendar days.

35 Sec. 4. Section 33-1379, Arizona Revised Statutes, is amended to
 36 read:

37 33-1379. Eviction action; dismissal; sealed records

38 A. In any action for eviction pursuant to section 33-1368 or
 39 33-1377 or pursuant to a forcible entry and detainer action, THE COURT
 40 SHALL ISSUE AN ORDER SEALING ALL RECORDS RELATED TO THE CASE on THE
 41 OCCURRENCE OF ANY OF THE FOLLOWING:

42 1. The court entering an order that dismisses the action for
 43 eviction ~~prior to~~ BEFORE entry of a judgment or that enters judgment in
 44 favor of the tenant, ~~the court shall issue an order sealing all records~~
 45 ~~related to the case.~~

1 2. THE LANDLORD FILING A SATISFACTION OF JUDGMENT. A LANDLORD
2 SHALL FILE A SATISFACTION OF JUDGMENT ON RECEIVING COMPLETE PAYMENT FROM
3 THE TENANT, WHETHER FOR THE FULL AMOUNT OF THE JUDGMENT OR AN AMOUNT
4 AGREED TO BY THE PARTIES AS SATISFACTION OF THE JUDGMENT.

5 B. The court shall also order the sealing of an eviction case on
6 the filing of a written stipulation by the landlord and the tenant to set
7 aside the order of eviction and seal the eviction case court file.

8 C. If the records in an eviction case court file are sealed, the
9 tenant's case records shall ~~only~~ be made available ONLY to the following:

10 1. The person whose records are sealed and any party or any
11 attorney who has made an appearance in the case where records are sealed.

12 2. The court, except that the tenant's sealed eviction case may not
13 be sold or released as a part of a bulk or individual records transfer to
14 a third party.

15 3. The clerk of the court or any department that is responsible for
16 maintaining records, except that the tenant's sealed eviction case may not
17 be sold or released as a part of a bulk or individual records transfer to
18 a third party.

19 D. This section applies to all records relating to an action for
20 summary eviction, a forcible entry and detainer action or a special
21 detainer action that are maintained by the court, including the complaint
22 and any other pleadings, proof of service, any findings and orders of the
23 court and all other papers, records, proceedings and evidence, including
24 exhibits and transcript of the testimony.