

REFERENCE TITLE: landlord tenant; domestic violence; documents

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

SB 1379

Introduced by
Senators Ortiz: Shamp

AN ACT

**AMENDING SECTION 33-1318, 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 33-1318, Arizona Revised Statutes, is amended to
3 read:

4 33-1318. Early termination by tenant; domestic violence;
5 sexual assault; requirements; lock replacement;
6 access refusal; treble damages; immunity

7 A. A tenant may terminate a rental agreement pursuant to this
8 section if the tenant provides to the landlord written notice pursuant to
9 this section that the tenant is the victim of domestic violence as defined
10 in section 13-3601 or was the victim, in the tenant's dwelling, of sexual
11 assault pursuant to section 13-1406. The tenant's rights and obligations
12 under the rental agreement are terminated and the tenant shall vacate the
13 dwelling and avoid liability for future rent and shall not incur early
14 termination penalties or fees if the tenant provides to the landlord a
15 written notice requesting release from the rental agreement with a
16 mutually agreed on release date within the next thirty days, accompanied
17 by any one of the following:

18 1. A copy of any protective order issued pursuant to section
19 13-3602 to a tenant who is a victim of domestic violence or sexual
20 assault. A landlord may also request a receipt or signed statement that
21 the order of protection has been submitted to an authorized officer of a
22 court for service.

23 2. A copy of a written departmental report from a law enforcement
24 agency that states that the tenant notified the law enforcement agency
25 that the tenant was a victim of domestic violence or sexual assault.

26 3. A COPY OF AN EMERGENCY ORDER OF PROTECTION ISSUED FOR THE TENANT
27 PURSUANT TO SECTION 13-3624.

28 4. A COPY OF A WRITTEN VERIFICATION THAT THE TENANT STATED THAT THE
29 TENANT WAS A VICTIM OF DOMESTIC VIOLENCE OR SEXUAL ASSAULT AND THAT IS
30 PROVIDED BY A HEALTH CARE PROFESSIONAL, INCLUDING A MENTAL HEALTH CARE
31 PROFESSIONAL OR A SEXUAL ASSAULT OR DOMESTIC VIOLENCE PROGRAM ADVOCATE.

32 B. A landlord may request from the victim the name and address of
33 the person named in an order of protection or a departmental report
34 pursuant to subsection A of this section, in writing, if known by the
35 victim.

36 C. The tenant may terminate the rental agreement pursuant to this
37 section only if the actions, events or circumstances that resulted in the
38 tenant being a victim of domestic violence as defined in section 13-3601
39 or sexual assault pursuant to section 13-1406 occurred within the
40 thirty-day period immediately preceding the written notice of termination
41 to the landlord, unless waived by the landlord.

42 D. If the tenant terminates the rental agreement as prescribed by
43 this section and if the tenant is solely or jointly liable on the rental
44 agreement, the tenant is liable only for rent owed or paid through the
45 date of the lease termination plus any previous obligations outstanding on

1 that date. The amount due from the tenant shall be paid to the landlord
2 on or before the date the tenant vacates the dwelling. If the tenant has
3 prepaid rent that would apply for the month in which the lease is
4 terminated, the landlord may retain the prepaid rent and no refund is due
5 to the tenant. If the tenant has paid a security deposit pursuant to
6 section 33-1321, the landlord shall not withhold the security deposit for
7 the early termination of the lease if the tenant meets the requirements
8 prescribed by subsection A of this section, but may withhold the security
9 deposit for payment of damages that the landlord suffered by reason of the
10 tenant's noncompliance with section 33-1341.

11 E. A tenant who is a victim of domestic violence or sexual assault
12 may require the landlord to install a new lock to the tenant's dwelling if
13 the tenant pays for the cost of installing the new lock. A landlord may
14 comply with this requirement by doing either of the following:

- 15 1. Rekeying the lock if the lock is in good working condition.
- 16 2. Replacing the entire locking mechanism with a locking mechanism
17 of equal or better quality than the lock being replaced.

18 F. A landlord who installs a new lock at the tenant's request may
19 retain a copy of the key that opens the new lock. Notwithstanding any
20 provision in the rental agreement, the landlord may refuse to provide a
21 key that opens the new lock to the person named in an order of protection
22 or a departmental report pursuant to subsection A of this section.

23 G. A landlord shall refuse to provide access to the dwelling to
24 reclaim property to any tenant if the tenant is the person named in an
25 order of protection or a departmental report pursuant to subsection A of
26 this section who has been served with an order of protection naming that
27 tenant as the defendant and the landlord has received a copy of the order
28 of protection, unless a law enforcement officer escorts the tenant into
29 and out of the dwelling.

30 H. A tenant who terminates a lease pursuant to this section and who
31 is convicted of falsely filing a departmental report or order of
32 protection for domestic violence or sexual assault is liable to the
33 landlord for treble damages for premature termination of the lease.

34 I. A person named in an order of protection or a departmental
35 report pursuant to subsection A of this section who provokes an early
36 lease termination under this section is deemed to have interfered with the
37 residential rental agreement between the landlord and tenant regardless of
38 whether the person named in an order of protection or a departmental
39 report pursuant to subsection A of this section is a party to the rental
40 agreement, and the person named in an order of protection or a
41 departmental report pursuant to subsection A of this section may be
42 civilly liable for all economic losses incurred by a landlord for the
43 domestic violence or sexual assault early lease termination. This civil
44 liability includes unpaid rent, early lease termination fees, costs to
45 repair damage to the premises and any reductions or waivers of rent

1 previously granted to the tenant who was the victim of domestic violence
2 or sexual assault.

3 J. If there are multiple tenants who are parties to a rental
4 agreement that has been terminated under this section, the tenancy for
5 those tenants also terminates. The tenants who are not the victims of
6 domestic violence or sexual assault, excluding the person named in an
7 order of protection or a departmental report pursuant to subsection A of
8 this section that caused the termination of the lease pursuant to this
9 section, may be released from any financial obligations due under the
10 previously existing rental agreement and the remaining tenants may be
11 allowed to enter into a new lease with the landlord if the tenants meet
12 all current application requirements.

13 K. An emergency order of protection or a protective order that is
14 issued to a resident of a rental property automatically applies to the
15 entire residential rental property in which the tenant has a rental
16 agreement.

17 L. This section does not limit a landlord's right to terminate a
18 lease pursuant to section 33-1368 against the victim for actions unrelated
19 to the act of domestic violence or sexual assault.

20 M. A landlord is not liable for any actions taken in good faith
21 pursuant to this section.