

REFERENCE TITLE: landlords; habitable conditions; temperatures

State of Arizona
Senate
Fifty-seventh Legislature
Second Regular Session
2026

SB 1608

Introduced by
Senators Kuby: Alston, Bravo, Diaz, Epstein, Gabaldón, Miranda, Ortiz,
Sundareshan; Representatives Garcia, Stahl Hamilton, Villegas

AN ACT

AMENDING SECTIONS 33-1324 AND 33-1361, ARIZONA REVISED STATUTES; AMENDING
TITLE 33, CHAPTER 10, ARTICLE 4, ARIZONA REVISED STATUTES, BY ADDING
SECTION 33-1379.01; 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 33-1324, Arizona Revised Statutes, is amended to
3 read:

4 33-1324. Landlord to maintain fit premises

5 A. The landlord shall:

6 1. Comply with the requirements of applicable building codes
7 materially affecting health and safety as prescribed in section 9-1303.

8 2. Make all repairs and do whatever is necessary to put and keep
9 the premises in a fit and habitable condition. FOR THE PREMISES TO BE FIT
10 AND HABITABLE, THE INDOOR AIR TEMPERATURE OF EACH ROOM OF A DWELLING UNIT
11 MUST NOT EXCEED EIGHTY-TWO DEGREES FAHRENHEIT AND DURING PERIODS OF
12 EXTREME COLD, MUST NOT FALL BELOW SIXTY-EIGHT DEGREES FAHRENHEIT. FOR THE
13 PURPOSES OF THIS SECTION, AMBIENT AIR TEMPERATURES SHALL BE MEASURED IN
14 THE MIDDLE OF THE ROOM AND THREE FEET ABOVE THE GROUND.

15 3. Keep all common areas of the premises in a clean and safe
16 condition.

17 4. Maintain in good and safe working order and condition all
18 electrical, plumbing, sanitary, heating, ventilating, air-conditioning and
19 other facilities and appliances, including elevators, supplied or required
20 to be supplied by ~~him~~ THE LANDLORD.

21 5. Provide and maintain appropriate receptacles and conveniences
22 for the removal of ashes, garbage, rubbish and other waste incidental to
23 the occupancy of the dwelling unit and arrange for their removal.

24 6. Supply running water and reasonable amounts of hot water at all
25 times, reasonable heat and reasonable air-conditioning or cooling where
26 such units are installed and offered, when required by seasonal weather
27 conditions, except where the building that includes the dwelling unit is
28 not required by law to be equipped for that purpose or the dwelling unit
29 is so constructed that heat, air-conditioning, cooling or hot water is
30 generated by an installation within the exclusive control of the tenant
31 and supplied by a direct public utility connection. WHEN SEASONAL WEATHER
32 CONDITIONS REASONABLY REQUIRE THE USE OF AIR CONDITIONING, A LANDLORD MAY
33 NOT SET THE AIR CONDITIONING THERMOSTAT OR OTHER CONTROLLER AT AND MAY NOT
34 REQUIRE THAT AN AIR CONDITIONING THERMOSTAT OR OTHER CONTROLLER BE SET AT
35 ANY TEMPERATURE THAT IS HIGHER THAN EIGHTY-TWO DEGREES FAHRENHEIT. DURING
36 PERIODS OF EXTREME COLD, A LANDLORD MAY NOT SET THE HEATING THERMOSTAT OR
37 OTHER CONTROLLER AT AND MAY NOT REQUIRE THAT A HEATING THERMOSTAT OR OTHER
38 CONTROLLER BE SET AT ANY TEMPERATURE THAT IS LOWER THAN SIXTY-EIGHT
39 DEGREES FAHRENHEIT.

40 B. If the duty imposed by subsection A, paragraph 1 of this section
41 is greater than any duty imposed by any other paragraph of this section,
42 the landlord's duty shall be determined by reference to that paragraph.

43 C. The landlord and tenant of a ~~single-family~~ SINGLE-FAMILY
44 residence may agree in writing, supported by adequate consideration, that
45 the tenant perform the landlord's duties specified in subsection A,

paragraphs 5 and 6 of this section, and also specified repairs, maintenance tasks, alterations and remodeling, but only if the transaction is entered into in good faith, not for the purpose of evading the obligations of the landlord and the work is not necessary to cure noncompliance with subsection A, paragraphs 1 and 2 of this section.

D. The landlord and tenant of any dwelling unit other than a ~~single family~~ SINGLE-FAMILY residence may agree that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling only if:

1. The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the landlord and is set forth in a separate writing signed by the parties and supported by adequate consideration.

2. The work is not necessary to cure noncompliance with subsection A, paragraphs 1 and 2 of this section.

3. The agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.

Sec. 2. Section 33-1361, Arizona Revised Statutes, is amended to read:

33-1361. Noncompliance by the landlord

A. Except as provided in this chapter, if there is a material noncompliance by the landlord with the rental agreement, including a material falsification of the written information provided to the tenant, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate ~~upon~~ ON a date not less than ten days after receipt of the notice if the breach is not remedied in ten days. If there is a noncompliance by the landlord with section 33-1324 materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate ~~upon~~ ON a date not less than five days after receipt of the notice if the breach is not remedied in five days. IF THE LANDLORD FAILS TO PROVIDE FUNCTIONING AIR CONDITIONING OR HEATING TO THE TENANT IN VIOLATION OF SECTION 33-1324 AND THIS FAILURE MATERIALLY AFFECTS HEALTH AND SAFETY, THE TENANT MAY DELIVER A WRITTEN NOTICE TO THE LANDLORD SPECIFYING THE ACTS AND OMISSIONS CONSTITUTING THE BREACH AND THAT THE RENTAL AGREEMENT WILL TERMINATE ON A DATE NOT LESS THAN TWO DAYS AFTER RECEIPT OF THE NOTICE IF THE BREACH IS NOT REMEDIED IN TWO DAYS. For the purposes of this section, material falsification includes false information relating to availability of the unit, except when a holdover tenant is in illegal possession or in violation of the rental agreement, the condition of the premises and any current services as represented by the landlord in writing and any representation regarding future services and any future changes regarding the condition of the premises, the provision of utility services and the designation of the party responsible for the payment of utility services. The rental agreement shall terminate

1 and the dwelling unit shall be vacated as provided in the notice subject
2 to the following:

3 1. If the breach is remediable by repairs or the payment of damages
4 or otherwise and the landlord adequately remedies the breach ~~prior~~ BEFORE
5 to the date specified in the notice, the rental agreement will not
6 terminate.

7 2. The tenant may not terminate for a condition caused by the
8 deliberate or negligent act or omission of the tenant, a member of the
9 tenant's family or other person on the premises with the tenant's consent.

10 B. Except as provided in this chapter, the tenant may recover
11 damages and obtain injunctive relief for any noncompliance by the landlord
12 with the rental agreement or with section 33-1318 or 33-1324.

13 C. The remedy provided in subsection B of this section is in
14 addition to any right of the tenant arising under subsection A of this
15 section.

16 D. If the rental agreement is terminated, the landlord shall return
17 all security recoverable by the tenant under section 33-1321.

18 Sec. 3. Title 33, chapter 10, article 4, Arizona Revised Statutes,
19 is amended by adding section 33-1379.01, to read:

20 33-1379.01. Eviction prohibition; high heat periods

21 A LANDLORD MAY NOT EVICT OR ATTEMPT TO EVICT A TENANT PURSUANT TO
22 SECTION 33-1368 OR 33-1377 OR PURSUANT TO A FORCIBLE ENTRY AND DETAINER
23 ACTION OR IN ANY OTHER MANNER DURING ANY WEEK IN WHICH THE OUTDOOR
24 TEMPERATURE REACHES NINETY DEGREES OR HIGHER DURING TWO OR MORE DAYS IN
25 THAT WEEK.