

PROPOSED
HOUSE OF REPRESENTATIVES AMENDMENTS TO S.B. 1013
(Reference to Senate engrossed bill)

1 Strike everything after the enacting clause and insert:

2 "Section 1. Section 33-1314, Arizona Revised Statutes, is amended
3 to read:

4 33-1314. Terms and conditions of rental agreement; contact
5 information; property; pets; rental rate increases

6 A. The landlord and tenant may include in a rental agreement terms
7 and conditions not prohibited by this chapter or any other law, including
8 rent, term of the agreement and other provisions governing the rights and
9 obligations of the parties.

10 B. In the absence of a rental agreement, the tenant shall pay as
11 rent the fair rental value for using and occupying the dwelling unit.

12 C. Rent shall be payable without demand or notice at the time and
13 place agreed on by the parties. Unless otherwise agreed, rent is payable
14 at the dwelling unit and periodic rent is payable at the beginning of any
15 term of one month or less and otherwise in equal monthly installments at
16 the beginning of each month. Unless otherwise agreed, rent shall be
17 uniformly apportionable from day-to-day.

18 D. Unless the rental agreement fixes a definite term, the tenancy
19 shall be week-to-week in case of a roomer who pays weekly rent, and in all
20 other cases month-to-month.

21 E. Notwithstanding section 14-3911, the landlord may request and
22 the tenant may provide and routinely update the name and contact
23 information of a person who is authorized by the tenant to enter the
24 tenant's dwelling unit to retrieve and store the tenant's property,
25 including the tenant's animal, if the tenant dies or is otherwise
26 incapacitated. If the landlord is unable to contact the authorized person
27 at the address and telephone number provided to the landlord by the tenant
28 or the authorized person fails to respond to the landlord's request within
29 one day for the animal or ten days for all other property after initial
30 written contact, the landlord may dispose of the property as prescribed in
31 section 33-1370 or may deem the animal abandoned, and if deemed abandoned,
32 shall remove and release the animal to an animal shelter or boarding
33 facility as prescribed in section 33-1370, subsection E. The landlord may
34 release the animal to a relative of the deceased or incapacitated tenant
35 if any of the following applies:

36 1. The landlord was not provided the contact information of a
37 person who is authorized by the tenant to retrieve the tenant's animal.

38 2. The contact information is no longer valid.

1 3. The landlord is unable to contact the authorized person after
2 one calendar day.

3 F. Before removing any of the tenant's personal property or the
4 tenant's animal, the authorized person shall present to the landlord a
5 valid government issued identification that confirms the identity of the
6 authorized person. The authorized person shall have twenty days after the
7 date of initial written contact by the landlord or the last date for which
8 rent is paid, whichever is longer, to remove items from the rental
9 property and return keys to the landlord during regular business hours.
10 If the landlord allows an authorized person to enter the property to
11 remove the tenant's personal possessions as prescribed by this subsection,
12 the landlord has no further liability to the tenant, the tenant's estate
13 or the tenant's heirs for lost, damaged or stolen items. If the tenant's
14 personal property is not entirely removed from the rental unit by an
15 authorized person, the landlord may dispose of the property as prescribed
16 in section 33-1370.

17 G. Subsections E and F of this section apply only as follows:

18 1. To the tenant's personal property if the periodic rent is unpaid
19 and outstanding for at least five days.

20 2. To the tenant's animal if the tenant is deceased or is otherwise
21 incapacitated.

22 H. A LANDLORD MAY NOT INCREASE AND CHARGE A RENTAL RATE THAT
23 EXCEEDS THE MAXIMUM RENTAL RATE INCREASE PRESCRIBED BY THIS SECTION. THE
24 MAXIMUM RENTAL RATE INCREASE IS THE ANNUAL RATE OF INCREASE IN THE
25 CONSUMER PRICE INDEX, PLUS AN ADDITIONAL THREE PERCENT OF THE CURRENT
26 RENTAL AMOUNT, BUT NOT MORE THAN A SEVEN-PERCENT TOTAL ANNUAL INCREASE.
27 THE OFFICE OF ECONOMIC OPPORTUNITY ESTABLISHED BY SECTION 41-5302 SHALL
28 PROVIDE ANNUALLY TO THE ARIZONA DEPARTMENT OF HOUSING THE APPROPRIATE
29 CONSUMER PRICE INDEX PERCENTAGE AMOUNT.

30 I. THE ARIZONA DEPARTMENT OF HOUSING SHALL APPLY THE LIMIT
31 PRESCRIBED BY THIS SECTION AND, ON REQUEST OF AN INDIVIDUAL LANDLORD OR
32 TENANT, SHALL CALCULATE THE AMOUNT OF PERMISSIBLE RENT INCREASE PRESCRIBED
33 BY SUBSECTION H OF THIS SECTION. THE DEPARTMENT ALSO SHALL ACCEPT
34 COMPLAINTS FROM TENANTS REGARDING A LANDLORD'S COMPLIANCE WITH
35 SUBSECTION H OF THIS SECTION AND SHALL INVESTIGATE TENANT COMPLAINTS AND
36 IF THE DEPARTMENT DETERMINES THAT THERE IS PROBABLE CAUSE THAT THE
37 LANDLORD VIOLATED THE MAXIMUM RENTAL RATE INCREASE, THE DEPARTMENT SHALL
38 REFER THE MATTER TO THE ATTORNEY GENERAL FOR FURTHER ACTION. A KNOWING
39 VIOLATION OF THE MAXIMUM RENTAL RATE INCREASE IS AN UNLAWFUL PRACTICE
40 PRESCRIBED BY SECTION 44-1522 AND THE ATTORNEY GENERAL MAY INVESTIGATE THE
41 MATTER AND SEEK RESTITUTION, INJUNCTIVE RELIEF OR OTHER REMEDIES AS
42 PRESCRIBED BY TITLE 44, CHAPTER 10, ARTICLE 7.

43 J. SUBSECTION H OF THIS SECTION DOES NOT APPLY TO A DWELLING UNIT
44 DURING THE FIRST THIRTY-SIX MONTHS AFTER AN INITIAL CERTIFICATE OF
45 OCCUPANCY IS ISSUED FOR THAT DWELLING UNIT IF THE DWELLING UNIT IS
46 NEWLY-BUILT FROM THE GROUND UP.

47 Sec. 2. Section 33-1314, Arizona Revised Statutes, as amended by
48 section 1 of this act, is amended to read:

1 33-1314. Terms and conditions of rental agreement; contact
2 information; property; pets

3 A. The landlord and tenant may include in a rental agreement terms
4 and conditions not prohibited by this chapter or any other law, including
5 rent, term of the agreement and other provisions governing the rights and
6 obligations of the parties.

7 B. In the absence of a rental agreement, the tenant shall pay as
8 rent the fair rental value for using and occupying the dwelling unit.

9 C. Rent shall be payable without demand or notice at the time and
10 place agreed on by the parties. Unless otherwise agreed, rent is payable
11 at the dwelling unit and periodic rent is payable at the beginning of any
12 term of one month or less and otherwise in equal monthly installments at
13 the beginning of each month. Unless otherwise agreed, rent shall be
14 uniformly apportionable from day-to-day.

15 D. Unless the rental agreement fixes a definite term, the tenancy
16 shall be week-to-week in case of a roomer who pays weekly rent, and in all
17 other cases month-to-month.

18 E. Notwithstanding section 14-3911, the landlord may request and
19 the tenant may provide and routinely update the name and contact
20 information of a person who is authorized by the tenant to enter the
21 tenant's dwelling unit to retrieve and store the tenant's property,
22 including the tenant's animal, if the tenant dies or is otherwise
23 incapacitated. If the landlord is unable to contact the authorized person
24 at the address and telephone number provided to the landlord by the tenant
25 or the authorized person fails to respond to the landlord's request within
26 one day for the animal or ten days for all other property after initial
27 written contact, the landlord may dispose of the property as prescribed in
28 section 33-1370 or may deem the animal abandoned, and if deemed abandoned,
29 shall remove and release the animal to an animal shelter or boarding
30 facility as prescribed in section 33-1370, subsection E. The landlord may
31 release the animal to a relative of the deceased or incapacitated tenant
32 if any of the following applies:

33 1. The landlord was not provided the contact information of a
34 person who is authorized by the tenant to retrieve the tenant's animal.

35 2. The contact information is no longer valid.

36 3. The landlord is unable to contact the authorized person after
37 one calendar day.

38 F. Before removing any of the tenant's personal property or the
39 tenant's animal, the authorized person shall present to the landlord a
40 valid government issued identification that confirms the identity of the
41 authorized person. The authorized person shall have twenty days after the
42 date of initial written contact by the landlord or the last date for which
43 rent is paid, whichever is longer, to remove items from the rental
44 property and return keys to the landlord during regular business hours.
45 If the landlord allows an authorized person to enter the property to
46 remove the tenant's personal possessions as prescribed by this subsection,
47 the landlord has no further liability to the tenant, the tenant's estate
48 or the tenant's heirs for lost, damaged or stolen items. If the tenant's
49 personal property is not entirely removed from the rental unit by an

1 authorized person, the landlord may dispose of the property as prescribed
2 in section 33-1370.

3 G. Subsections E and F of this section apply only as follows:

4 1. To the tenant's personal property if the periodic rent is unpaid
5 and outstanding for at least five days.

6 2. To the tenant's animal if the tenant is deceased or is otherwise
7 incapacitated.

8 ~~H. A landlord may not increase and charge a rental rate that
9 exceeds the maximum rental rate increase prescribed by this section. The
10 maximum rental rate increase is the annual rate of increase in the
11 consumer price index, plus an additional three percent of the current
12 rental amount, but not more than a seven-percent total annual increase.
13 The office of economic opportunity established by section 41-5302 shall
14 provide annually to the Arizona department of housing the appropriate
15 consumer price index percentage amount.~~

16 ~~I. The Arizona department of housing shall apply the limit
17 prescribed by this section and, on request of an individual landlord or
18 tenant, shall calculate the amount of permissible rent increase prescribed
19 by subsection H of this section. The department also shall accept
20 complaints from tenants regarding a landlord's compliance with
21 subsection H of this section and shall investigate tenant complaints and
22 if the department determines that there is probable cause that the
23 landlord violated the maximum rental rate increase, the department shall
24 refer the matter to the attorney general for further action. A knowing
25 violation of the maximum rental rate increase is an unlawful practice
26 prescribed by section 44-1522 and the attorney general may investigate the
27 matter and seek restitution, injunctive relief or other remedies as
28 prescribed by title 44, chapter 10, article 7.~~

29 ~~J. Subsection H of this section does not apply to a dwelling unit
30 during the first thirty-six months after an initial certificate of
31 occupancy is issued for that dwelling unit if the dwelling unit is
32 newly built from the ground up.~~

33 Sec. 3. Effective date

34 Section 33-1314, Arizona Revised Statutes, as amended by section 2
35 of this act, is effective from and after December 31, 2032."

36 Amend title to conform

BETTY J. VILLEGAS

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