

REFERENCE TITLE: evictions; satisfaction of judgments

State of Arizona  
House of Representatives  
Fifty-seventh Legislature  
Second Regular Session  
2026

# HB 2244

Introduced by  
Representative Blackman

AN ACT

AMENDING SECTIONS 12-1567, 22-247 AND 33-1368, ARIZONA REVISED STATUTES;  
RELATING TO EXECUTION OF JUDGMENTS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

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

2 Section 1. Section 12-1567, Arizona Revised Statutes, is amended to  
3 read:

4 12-1567. Satisfaction of judgment; superior court; filing  
5 procedures; hearing; bond

6 A. The prevailing party shall file a satisfaction of judgment in  
7 the superior court within forty days after a judgment has been paid in  
8 full.

9 B. If the prevailing party fails to file a satisfaction of judgment  
10 or cannot be located after the opposing party has exercised due diligence  
11 in attempting to locate the prevailing party, the opposing party may file  
12 a motion to compel satisfaction of the judgment. The opposing party shall  
13 include with the motion to compel satisfaction of the judgment an  
14 affidavit that evidences proof of payment and, if necessary, the due  
15 diligence that was performed in attempting to locate the prevailing  
16 party. If the motion is granted, the judgment is deemed satisfied.

17 C. A judge may hold a hearing on the motion to compel satisfaction  
18 of the judgment.

19 D. A judge may compel the moving party to post a bond with the  
20 court in the amount of the judgment.

21 E. NOTWITHSTANDING SUBSECTIONS B AND C OF THIS SECTION, IF A TENANT  
22 FILES A MOTION TO COMPEL SATISFACTION OF THE JUDGMENT AGAINST A LANDLORD  
23 FOLLOWING AN EVICTION ACTION AND THE LANDLORD FAILS TO RESPOND TO THE  
24 MOTION TO COMPEL SATISFACTION OF THE JUDGMENT WITHIN FIFTEEN DAYS AFTER  
25 THE MOTION IS FILED, ALL OF THE FOLLOWING APPLY:

26 1. THE FEE FOR FILING A MOTION TO COMPEL SATISFACTION OF THE  
27 JUDGMENT IS WAIVED.

28 2. THE JUDGE MAY NOT HOLD A HEARING ON THE MOTION TO COMPEL  
29 SATISFACTION OF THE JUDGMENT.

30 3. THE JUDGMENT IS DEEMED SATISFIED IF THE TENANT SUBMITS PROOF OF  
31 PAYMENT.

32 4. THE JUDGE SHALL ISSUE AN ORDER SEALING ALL RECORDS RELATED TO  
33 THE EVICTION ACTION PURSUANT TO SECTION 33-1379.

34 Sec. 2. Section 22-247, Arizona Revised Statutes, is amended to  
35 read:

36 22-247. Satisfaction of judgment; filing procedures; hearing;  
37 bond

38 A. The prevailing party shall file a satisfaction of judgment in  
39 the justice court within forty days after a judgment has been paid in  
40 full.

41 B. If the prevailing party fails to file a satisfaction of judgment  
42 or cannot be located after the opposing party has exercised due diligence  
43 in attempting to locate the prevailing party, the opposing party may file  
44 a motion to compel satisfaction of the judgment. The opposing party shall  
45 include with the motion to compel satisfaction of the judgment an

1 affidavit that evidences proof of payment and, if necessary, the due  
2 diligence that was performed in attempting to locate the prevailing  
3 party. If the motion is granted, the judgment is deemed satisfied.

4 C. A justice of the peace may hold a hearing on the motion to  
5 compel satisfaction of the judgment.

6 D. A justice of the peace may compel the moving party to post a  
7 bond with the justice court in the amount of the judgment.

8 E. NOTWITHSTANDING SUBSECTIONS B AND C OF THIS SECTION, IF A TENANT  
9 FILES A MOTION TO COMPEL SATISFACTION OF THE JUDGMENT AGAINST A LANDLORD  
10 FOLLOWING AN EVICTION ACTION AND THE LANDLORD FAILS TO RESPOND TO THE  
11 MOTION TO COMPEL SATISFACTION OF THE JUDGMENT WITHIN FIFTEEN DAYS AFTER  
12 THE MOTION IS FILED, ALL OF THE FOLLOWING APPLY:

13 1. THE FEE FOR FILING A MOTION TO COMPEL SATISFACTION OF THE  
14 JUDGMENT IS WAIVED.

15 2. THE JUSTICE OF THE PEACE MAY NOT HOLD A HEARING ON THE MOTION TO  
16 COMPEL SATISFACTION OF THE JUDGMENT.

17 3. THE JUDGMENT IS DEEMED SATISFIED IF THE TENANT SUBMITS PROOF OF  
18 PAYMENT.

19 4. THE JUSTICE OF THE PEACE SHALL ISSUE AN ORDER SEALING ALL  
20 RECORDS RELATED TO THE EVICTION ACTION PURSUANT TO SECTION 33-1379.

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

23 33-1368. Noncompliance with rental agreement by tenant;  
24 failure to pay rent; utility discontinuation;  
25 liability for quests; definition

26 A. Except as provided in this chapter, if there is a material  
27 noncompliance by the tenant with the rental agreement, including material  
28 falsification of the information provided on the rental application, the  
29 landlord may deliver a written notice, INCLUDING THE APPLICABLE COUNTY  
30 FORM FOR A MOTION TO COMPEL SATISFACTION OF THE JUDGMENT, to the tenant  
31 specifying the acts and omissions constituting the breach and that the  
32 rental agreement will terminate on a date not less than ten days after  
33 receipt of the notice if the breach is not remedied in ten days. For the  
34 purposes of this section, material falsification includes the following  
35 untrue or misleading information about the:

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

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

42 If there is a noncompliance by the tenant with section 33-1341 materially  
43 affecting health and safety, the landlord may deliver a written notice to  
44 the tenant specifying the acts and omissions constituting the breach and  
45 that the rental agreement will terminate on a date not less than five days

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

27 B. A tenant may not withhold rent for any reason not authorized by  
28 this chapter. If rent is unpaid when due and the tenant fails to pay rent  
29 within five days after written notice by the landlord of nonpayment and  
30 the landlord's intention to terminate the rental agreement if the rent is  
31 not paid within that period of time, the landlord may terminate the rental  
32 agreement by filing a special detainer action pursuant to section 33-1377.  
33 Before the filing of a special detainer action the rental agreement shall  
34 be reinstated if the tenant tenders all past due and unpaid periodic rent  
35 and a reasonable late fee set forth in a written rental agreement. After  
36 a special detainer action is filed the rental agreement is reinstated only  
37 if the tenant pays all past due rent, reasonable late fees set forth in a  
38 written rental agreement, attorney fees and court costs. After a judgment  
39 has been entered in a special detainer action in favor of the landlord,  
40 any reinstatement of the rental agreement is solely in the discretion of  
41 the landlord.

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

1           D. The landlord may discontinue utility services provided by the  
2 landlord on the day following the day that a writ of restitution or  
3 execution is executed pursuant to section 12-1181. Disconnections shall  
4 be performed only by a person authorized by the utility whose service is  
5 being discontinued. This section does not supersede standard tariff and  
6 operational procedures that apply to any public service corporation,  
7 municipal corporation or special districts providing utility services in  
8 this state.

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

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

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