

REFERENCE TITLE: landlord tenant; judgment; fees; satisfaction

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

## **HB 2708**

Introduced by

Representatives Villegas: Abeytia, Aguilar, Austin, Cavero, Connolly,  
Contreras P, Crews, De Los Santos, Garcia, Luna-Nájera, Márquez, Mathis,  
Peshlakai, Sandoval, Simacek, Stahl Hamilton, Travers

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)

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

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

4 12-1178. Judgment; writ of restitution; limitation on  
5 issuance; criminal violation; notice

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

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

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

33 D. A defendant who is lawfully served with a writ of restitution  
34 and who remains in or returns to the dwelling unit, as defined in section  
35 33-1310, or remains on or returns to the mobile home space, as defined in  
36 section 33-1409, or the recreational vehicle space, as defined in section  
37 33-2102, without the express permission of the owner of the property or  
38 the person with lawful control of the property commits criminal trespass  
39 in the third degree pursuant to section 13-1502.

40 E. If the defendant is found guilty of forcible entry and detainer  
41 or forcible detainer, the court shall give the defendant notice that a  
42 defendant who is lawfully served with a writ of restitution and who  
43 remains in or returns to the dwelling unit or remains on or returns to the  
44 mobile home space or the recreational vehicle space without the express  
45 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.