

REFERENCE TITLE: landlord; tenant; jury trials; procedures

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

HB 2866

Introduced by
Representatives Hernandez L: Tsosie

AN ACT

AMENDING SECTIONS 12-1176, 12-1178, 33-1368 AND 33-1377, ARIZONA REVISED
STATUTES; RELATING TO THE RESIDENTIAL LANDLORD AND TENANT ACT.

(TEXT OF BILL BEGINS ON NEXT PAGE)

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

Section 1. Section 12-1176, Arizona Revised Statutes, is amended to read:

12-1176. Demand for jury; trial procedure

A. If a jury trial is requested by the plaintiff, the court shall grant the request. If the proceeding is in the superior court, the jury shall consist of eight persons, and if the proceeding is in the justice court, the jury shall consist of six persons. The trial date shall be ~~no more than five~~ **AT LEAST FIFTEEN** judicial days after the ~~aggrieved party files the complaint~~ **DEFENDANT IS SERVED WITH THE SUMMONS AND COMPLAINT**.

B. If the plaintiff does not request a jury, the defendant may do so on appearing and the request shall be granted.

C. The action shall be docketed and tried as other civil actions.

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

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

A. If the defendant is found guilty of forcible entry and detainer or forcible detainer, the court shall give judgment for the plaintiff for restitution of the premises, for all charges stated in the rental agreement and for damages, attorney fees, court and other costs and, at the plaintiff's option, all rent found to be due and unpaid through the periodic rental period, as described in section 33-1314, subsection C, as provided for in the rental agreement, and shall grant a writ of restitution. The person designated by the judge to prepare the judgment shall ensure that the defendant's social security number is not contained on the judgment.

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

C. ~~No~~ **A** writ of restitution ~~shall~~ **MAY NOT** issue until the expiration of ~~five~~ **FIFTEEN** calendar days after the rendition of judgment. The writ of restitution ~~shall~~ **MAY BE ISSUED BUT MAY NOT** be enforced ~~as promptly and expeditiously as possible~~ **UNTIL AT LEAST TWENTY-FOUR HOURS AFTER THE PLAINTIFF PROVIDES NOTICE TO THE DEFENDANT THAT THE DEFENDANT WILL BE SERVED WITH THE WRIT OF RESTITUTION**. The issuance or enforcement of a writ of restitution shall not be suspended, delayed or otherwise affected by the filing of a motion to set aside or vacate the judgment or similar motion unless a judge finds good cause.

D. A defendant who is lawfully served with a writ of restitution and who remains in or returns to the dwelling unit, as defined in section 33-1310, or remains on or returns to the mobile home space, as defined in

1 section 33-1409, or the recreational vehicle space, as defined in section
2 33-2102, without the express permission of the owner of the property or
3 the person with lawful control of the property commits criminal trespass
4 in the third degree pursuant to section 13-1502.

5 E. If the defendant is found guilty of forcible entry and detainer
6 or forcible detainer, the court shall give the defendant notice that a
7 defendant who is lawfully served with a writ of restitution and who
8 remains in or returns to the dwelling unit or remains on or returns to the
9 mobile home space or the recreational vehicle space without the express
10 permission of the owner of the property or the person with lawful control
11 of the property commits criminal trespass in the third degree pursuant to
12 section 13-1502.

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

15 33-1368. Noncompliance with rental agreement by tenant;
16 failure to pay rent; utility discontinuation;
17 liability for quests; definition

18 A. Except as provided in this chapter, if there is a material
19 noncompliance by the tenant with the rental agreement, including material
20 falsification of the information provided on the rental application, the
21 landlord may deliver a written notice to the tenant specifying the acts
22 and omissions constituting the breach and that the rental agreement will
23 terminate on a date not less than ten days after receipt of the notice if
24 the breach is not remedied in ten days. For the purposes of this section,
25 material falsification includes the following untrue or misleading
26 information about the:

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

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

33 If there is a noncompliance by the tenant with section 33-1341 materially
34 affecting health and safety, the landlord may deliver a written notice to
35 the tenant specifying the acts and omissions constituting the breach and
36 that the rental agreement will terminate on a date not less than ~~five~~
37 ~~FIFTEEN~~ days after receipt of the notice if the breach is not remedied in
38 ~~five~~ ~~FIFTEEN~~ days. ~~However,~~ If the breach is remediable by repair or the
39 payment of damages or otherwise, and the tenant adequately remedies the
40 breach before the date specified in the notice, the rental agreement will
41 not terminate. If there is an additional act of these types of
42 noncompliance of the same or a similar nature during the term of the lease
43 after the previous remedy of noncompliance, the landlord may institute a
44 special detainer action pursuant to section 33-1377 ten days after
45 delivery of a written notice advising the tenant that a second

1 noncompliance of the same or a similar nature has occurred. If there is a
2 breach that is both material and irreparable and that occurs on the
3 premises, which may include an illegal discharge of a weapon, homicide as
4 prescribed in sections 13-1102, 13-1103, 13-1104 and 13-1105, prostitution
5 as defined in section 13-3211, criminal street gang activity as prescribed
6 in section 13-105, activity as prohibited in section 13-2308, the unlawful
7 manufacturing, selling, transferring, possessing, using or storing of a
8 controlled substance as defined in section 13-3451, threatening or
9 intimidating as prohibited in section 13-1202, assault as prohibited in
10 section 13-1203, acts that have been found to constitute a nuisance
11 pursuant to section 12-991 or a breach of the lease agreement that
12 otherwise jeopardizes the health, safety and welfare of the landlord, the
13 landlord's agent or another tenant or involving imminent or actual serious
14 property damage, the landlord may deliver a written notice for immediate
15 termination of the rental agreement and shall proceed under section
16 33-1377. The foregoing list of actions which may constitute a material
17 and irreparable breach of a tenant's lease is not exhaustive.

18 B. A tenant may not withhold rent for any reason not authorized by
19 this chapter. If rent is unpaid when due, ~~and~~ THE LANDLORD SHALL PROVIDE
20 THE TENANT WITH A PRELIMINARY FOUR-DAY NOTICE OF NONPAYMENT THAT INCLUDES
21 A LIST OF RENTAL ASSISTANCE RESOURCES. IF THE TENANT DOES NOT PAY THE RENT
22 IN FULL BY THE FOURTH DAY AFTER THE TENANT RECEIVES THE PRELIMINARY
23 NOTICE, THE LANDLORD SHALL DELIVER A TEN-DAY NOTICE TO THE TENANT THAT
24 STATES THAT IF the tenant fails to pay rent within ~~five~~ FIFTEEN days after
25 written notice by the landlord of nonpayment, ~~and IT IS~~ the landlord's
26 intention to terminate the rental agreement ~~if the rent is not paid within~~
27 ~~that period of time,~~ AND the landlord may terminate the rental agreement
28 by filing a special detainer action pursuant to section 33-1377. Before
29 the filing of a special detainer action the rental agreement shall be
30 reinstated if the tenant tenders all past due and unpaid periodic rent and
31 a reasonable late fee set forth in a written rental agreement. After a
32 special detainer action is filed the rental agreement is reinstated only
33 if the tenant pays all past due rent, reasonable late fees set forth in a
34 written rental agreement, attorney fees and court costs. After a judgment
35 has been entered in a special detainer action in favor of the landlord,
36 any reinstatement of the rental agreement is solely in the discretion of
37 the landlord.

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

42 D. The landlord may discontinue utility services provided by the
43 landlord on the day following the day that a writ of restitution or
44 execution is executed pursuant to section 12-1181. Disconnections shall
45 be performed only by a person authorized by the utility whose service is

1 being discontinued. This section does not supersede standard tariff and
 2 operational procedures that apply to any public service corporation,
 3 municipal corporation or special districts providing utility services in
 4 this state.

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

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

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

15 Sec. 4. Section 33-1377, Arizona Revised Statutes, is amended to
 16 read:

17 33-1377. Special detainer actions; service; trial
 18 postponement

19 A. Special detainer actions shall be instituted for remedies
 20 prescribed in section 33-1368. Except as provided in this section, the
 21 procedure and appeal rights prescribed in title 12, chapter 8, article 4
 22 apply to special detainer actions.

23 B. The summons shall be issued on the day the complaint is filed
 24 and shall command the person against whom the complaint is made to appear
 25 and answer the complaint at the time and place named, which shall be not
 26 more than ~~six~~ TWENTY nor less than ~~three~~ TEN days from the date ~~of~~ THAT
 27 THE TENANT IS SERVED WITH the summons. The tenant is deemed to have
 28 received the summons three days after the summons is mailed if personal
 29 service is attempted and within one day of issuance of the summons a copy
 30 of the summons is conspicuously posted on the main entrance of the
 31 tenant's residence and on the same day the summons is sent by certified
 32 mail, return receipt requested, to the tenant's last known address. The
 33 summons in a special detainer action shall be served at least ~~two~~ ELEVEN
 34 days before the return day and the return day made on the day assigned for
 35 trial TO ALLOW THE TENANT AT LEAST TEN DAYS TO FILE AN ANSWER TO THE
 36 COMPLAINT. Service of process in this manner shall be deemed the
 37 equivalent of having served the tenant in person for the purposes of
 38 awarding a money judgment for all rent, damages, costs and attorney fees
 39 due.

40 C. For good cause shown supported by an affidavit, the trial may be
 41 postponed for not more than three days in a justice court or five days in
 42 the superior court. THE TRIAL SHALL BE POSTPONED IF THE TRIAL DATE IS TO
 43 BE HELD BEFORE THE EXPIRATION OF THE TEN-DAY PERIOD FOR THE TENANT TO FILE
 44 AN ANSWER TO THE COMPLAINT.

1 D. In addition to determining the right to actual possession, the
2 court may assess damages, attorney fees and costs as prescribed by law.

3 E. If a complaint is filed alleging a material and irreparable
4 breach pursuant to section 33-1368, subsection A, the summons shall be
5 issued as provided in subsection B of this section, except that the trial
6 date and return date shall be set no later than the third day following
7 the filing of the complaint. If after the hearing the court finds by [A](#)
8 preponderance of the evidence that the material and irreparable breach did
9 occur, the court shall order restitution in favor of the plaintiff not
10 less than twelve nor more than twenty-four hours later.

11 F. If the defendant is found guilty, the court shall give judgment
12 for the plaintiff for restitution of the premises, for late charges stated
13 in the rental agreement, for costs and, at the plaintiff's option, for all
14 rent found to be due and unpaid through the periodic rental period
15 provided for in the rental agreement as described in section 33-1314,
16 subsection C and shall grant a writ of restitution.

17 G. If the defendant is found not guilty, judgment shall be given
18 for the defendant against the plaintiff for costs, and if it appears that
19 the plaintiff has acquired possession of the premises since commencement
20 of the action, a writ of restitution shall issue in favor of the
21 defendant.