

REFERENCE TITLE: **tenants; notice; fees; disclosure; remedies**

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

HB 4122

Introduced by
Representatives Crews: Aguilar, Austin, Liguori, Simacek, Villegas

AN ACT

AMENDING SECTION 33-1314, ARIZONA REVISED STATUTES; AMENDING TITLE 33, CHAPTER 10, ARTICLE 1, ARIZONA REVISED STATUTES, BY ADDING SECTION 33-1314.02; AMENDING SECTION 33-1322, ARIZONA REVISED STATUTES; AMENDING TITLE 33, CHAPTER 10, ARTICLE 4, ARIZONA REVISED STATUTES, BY ADDING SECTION 33-1380; 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 33-1314, Arizona Revised Statutes, is amended to
3 read:

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

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. THE LANDLORD SHALL PROVIDE AT LEAST NINE MONTHS' NOTICE OF ANY
22 RENT INCREASE TO ANY TENANT WHO IS RENTING ON A LEASE OF ONE YEAR OR MORE
23 OR WHO HAS BEEN A TENANT OF THAT LANDLORD FOR ONE YEAR OR MORE.

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

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

41 2. The contact information is no longer valid.

42 3. The landlord is unable to contact the authorized person after
43 one calendar day.

44 ~~F.~~ G. Before removing any of the tenant's personal property or the
45 tenant's animal, the authorized person shall present to the landlord a

valid government issued identification that confirms the identity of the authorized person. The authorized person shall have twenty days after the date of initial written contact by the landlord or the last date for which rent is paid, whichever is longer, to remove items from the rental property and return keys to the landlord during regular business hours. If the landlord allows an authorized person to enter the property to remove the tenant's personal possessions as prescribed by this subsection, the landlord has no further liability to the tenant, the tenant's estate or the tenant's heirs for lost, damaged or stolen items. If the tenant's personal property is not entirely removed from the rental unit by an authorized person, the landlord may dispose of the property as prescribed in section 33-1370.

~~G.~~ H. Subsections ~~E and~~ F AND G of this section apply only as follows:

1. To the tenant's personal property if the periodic rent is unpaid and outstanding for at least five days.
2. To the tenant's animal if the tenant is deceased or is otherwise incapacitated.

Sec. 2. Title 33, chapter 10, article 1, Arizona Revised Statutes, is amended by adding section 33-1314.02, to read:

33-1314.02. Rental application fees; additional fees

NOTWITHSTANDING ANY OTHER LAW, A LANDLORD MAY NOT CHARGE A PROSPECTIVE TENANT:

1. FOR THE COST OF A BACKGROUND CHECK OR CREDIT REPORT IF THE PROSPECTIVE TENANT PROVIDES THE TENANT'S CURRENT CREDIT REPORT TO THE LANDLORD.
2. MORE THAN THE ACTUAL COST OF ANY BACKGROUND CHECK, CREDIT REPORT OR OTHER SCREENING PROCESS USED BY THE LANDLORD AS A CONDITION OF RECEIVING, REVIEWING AND CONSIDERING THE POTENTIAL TENANCY OF THE PROSPECTIVE TENANT. A LANDLORD MAY NOT CHARGE AN APPLICATION FEE OR OTHER SEPARATE FEE TO A PROSPECTIVE TENANT IF THE LANDLORD IS CHARGING THE PROSPECTIVE TENANT FOR A BACKGROUND CHECK, CREDIT REPORT OR OTHER SCREENING PROCESS.
3. FOR MORE THAN ONE RENTAL APPLICATION IN ANY TWELVE-MONTH PERIOD.
4. AN ADDITIONAL FEE FOR THE USE OF ANY SERVICE, ONLINE PORTAL, AUTOMATIC WITHDRAWAL OR OTHER SIMILAR PROCESS FOR MAKING PAYMENTS TO THE LANDLORD.

Sec. 3. Section 33-1322, Arizona Revised Statutes, is amended to read:

33-1322. Disclosure and tender of written rental agreement

A. The landlord or any person authorized to enter into a rental agreement on ~~his~~ THE LANDLORD'S behalf shall disclose to the tenant in writing at or before the commencement of the tenancy the name and address of each of the following:

1. The person WHO IS authorized to manage the premises.

2. An owner of the premises or a person WHO IS authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.

B. At or before the commencement of the tenancy, the landlord shall inform the tenant in writing that the Arizona residential landlord and tenant act is available on the Arizona department of housing's website.

C. The information required to be furnished by this section shall be kept current and refurnished to a tenant ~~upon~~ ON the tenant's request. This section extends to and is enforceable against any successor landlord, owner or manager.

D. A person who fails to comply with subsections A, B and C OF THIS SECTION becomes an agent of each person who is a landlord for the following purposes:

1. Service of process and receiving and receipting for notices and demands.

2. Performing the obligations of the landlord under this chapter and under the rental agreement and expending or making available for the purpose all rent collected from the premises.

E. AT OR BEFORE THE COMMENCEMENT OF THE TENANCY, THE LANDLORD SHALL DISCLOSE TO THE TENANT:

1. ON THE FIRST PAGE OF THE RENTAL AGREEMENT THE EXACT AMOUNT OF THE PERIODIC RENT AND THE EXACT AMOUNT OF ANY MANDATORY FEES OR EXPENSES, WITHOUT REGARD TO HOW THOSE FEES OR EXPENSES ARE DESIGNATED, AND THE DUE DATE FOR THOSE PAYMENTS. THE LANDLORD SHALL INCLUDE THE SAME DISCLOSURES IN ANY ADVERTISEMENT OR OTHER PROMOTIONAL MATERIAL THAT STATE THE PERIODIC RENTAL RATE AND SHALL INCLUDE THOSE DISCLOSURES IN ANY WEB-BASED PROMOTIONAL MATERIALS, INCLUDING THE WEBSITE FOR THE RENTAL PREMISES.

2. ANY ADDITIONAL FEES OR COSTS THAT MAY BE CHARGEABLE TO THE TENANT AND THAT ARE NOT INCLUDED IN THE PERIODIC RENTAL RATE, INCLUDING CHARGES FOR TRASH VALET OR FOR UPGRADES TO THE RENTAL PREMISES NECESSARY TO USE SMART DEVICES, AND ANY OTHER ADDITIONAL FEES OR COSTS, INCLUDING TAXES. THE TENANT MAY DECLINE TO USE AND PAY FOR TRASH VALET AND SMART DEVICE UPGRADES. THE LANDLORD SHALL INCLUDE THE SAME DISCLOSURES IN ANY ADVERTISEMENT OR OTHER PROMOTIONAL MATERIAL THAT STATE THE PERIODIC RENTAL RATE AND SHALL INCLUDE THOSE DISCLOSURES IN ANY WEB-BASED PROMOTIONAL MATERIALS, INCLUDING THE WEBSITE FOR THE RENTAL PREMISES.

~~F.~~ F. If there is a written rental agreement, the landlord must tender and deliver a signed copy of the rental agreement to the tenant and the tenant must sign and deliver to the landlord one fully executed copy of such rental agreement within a reasonable time after the agreement is executed. A written rental agreement shall have all blank spaces completed. Noncompliance with this subsection ~~shall be~~ IS deemed a material noncompliance by the landlord or the tenant, as the case may be, of the rental agreement.

1 Sec. 4. Title 33, chapter 10, article 4, Arizona Revised Statutes,
2 is amended by adding section 33-1380, to read:

3 33-1380. Consumer fraud; enforcement

4 A LANDLORD'S VIOLATION OF THIS CHAPTER IS DEEMED TO BE A VIOLATION
5 OF TITLE 44, CHAPTER 10, ARTICLE 7, CONSTITUTES AN UNLAWFUL PRACTICE UNDER
6 SECTION 44-1522 AND IS SUBJECT TO ENFORCEMENT UNDER TITLE 44, CHAPTER 10,
7 ARTICLE 7.

8 Sec. 5. Short title

9 This act may be cited as the "Fair Rental Agreement Act".