

REFERENCE TITLE: **crime-free lease addendum; renters.**

State of Arizona  
Senate  
Fifty-seventh Legislature  
Second Regular Session  
2026

## **SB 1480**

Introduced by  
Senators Kuby: Alston, Diaz, Epstein, Gabaldón, Hatathlie, Miranda, Ortiz,  
Sundareshan

AN ACT

AMENDING SECTIONS 33-1260.01, 33-1314 AND 33-1806.01, ARIZONA REVISED  
STATUTES; RELATING TO LANDLORDS AND TENANTS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

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

2 Section 1. Section 33-1260.01, Arizona Revised Statutes, is amended  
3 to read:

4 33-1260.01. Rental property; unit owner and agent  
5 information; fee; disclosure

6 A. A unit owner may use the unit owner's unit as a rental property  
7 unless prohibited in the declaration and shall use it in accordance with  
8 the declaration's rental time period restrictions.

9 B. A unit owner may designate in writing a third party to act as  
10 the unit owner's agent with respect to all association matters relating to  
11 the rental unit, except for voting in association elections and serving on  
12 the board of directors. The unit owner shall sign the written designation  
13 and shall provide a copy of the written designation to the association.  
14 On delivery of the written designation, the association is authorized to  
15 conduct all association business relating to the unit owner's rental unit  
16 through the designated agent. Any notice given by the association to a  
17 unit owner's designated agent on any matter relating to the unit owner's  
18 rental unit constitutes notice to the unit owner.

19 C. Notwithstanding any provision in the condominium documents, on  
20 rental of a unit, an association shall not require a unit owner or a unit  
21 owner's agent to disclose any information regarding a tenant other than  
22 the name and contact information for any adults occupying the unit, the  
23 time period of the lease, including the beginning and ending dates of the  
24 tenancy, and a description and the license plate numbers of the tenants'  
25 vehicles. If the condominium is an ~~age-restricted~~ AGE-RESTRICTED  
26 condominium, the unit owner, the unit owner's agent or the tenant shall  
27 show a government issued identification that bears a photograph and that  
28 confirms that the tenant meets the condominium's age restrictions or  
29 requirements.

30 D. On request of an association or its managing agent for the  
31 disclosures prescribed in subsection C of this section, the managing agent  
32 or, if there is no managing agent, the association may charge a fee of not  
33 more than ~~twenty-five dollars~~ \$25, which shall be paid within fifteen days  
34 after the postmarked request. The fee may be charged for each new tenancy  
35 for that unit but may not be charged for a renewal of a lease. Except for  
36 the fee permitted by this subsection and fees related to the use of  
37 recreational facilities, the association or its managing agent shall not  
38 assess, levy or charge a fee or fine or otherwise impose a requirement on  
39 a unit owner's rental unit any differently than on an owner-occupied unit  
40 in the association.

41 E. Notwithstanding any provision in the condominium documents, the  
42 association is prohibited from doing any of the following:

43 1. Requiring a unit owner to provide the association with a copy of  
44 the tenant's rental application, credit report, lease agreement or rental  
45 contract or other personal information except as prescribed by this

1 section. This paragraph does not prohibit the association from acquiring a  
2 credit report on a person in an attempt to collect a debt.

3 2. Requiring the tenant to sign a waiver or other document limiting  
4 the tenant's due process rights as a condition of the tenant's occupancy  
5 of the rental unit.

6 3. Prohibiting or otherwise restricting a unit owner from serving  
7 on the board of directors based on the owner's not being an occupant of  
8 the unit.

9 4. Imposing on a unit owner or managing agent any fee, assessment,  
10 penalty or other charge in an amount greater than ~~fifteen dollars~~ \$15 for  
11 incomplete or late information regarding the information requested  
12 pursuant to subsection C of this section.

13 F. Any attempt by an association to exceed the fee, assessment,  
14 penalty or other charge authorized by subsection D or E of this section  
15 voids the fee, assessment, penalty or other charge authorized by  
16 subsection D or E of this section. This section does not prevent an  
17 association from complying with the housing for older persons act of 1995  
18 (P.L. 104-76; 109 Stat. 787).

19 G. An owner may use a ~~crime free~~ CRIME-FREE addendum as part of a  
20 lease agreement. This section does not prohibit the owner's use of a  
21 ~~crime free~~ CRIME-FREE addendum EXCEPT THAT ANY PROVISION IN THAT  
22 CRIME-FREE ADDENDUM THAT ALLOWS FOR OR REQUIRES THE EVICTION OF A TENANT  
23 BASED ON THE CRIMINAL CONVICTION OF A TENANT OR A TENANT'S GUEST IS  
24 UNENFORCEABLE.

25 H. This section does not prohibit and an association may lawfully  
26 enforce a provision in the condominium documents that restricts the  
27 residency of persons who are required to be registered pursuant to section  
28 13-3821 and who are classified as level two or level three offenders.

29 I. An owner of rental property shall abate criminal activity as  
30 authorized in section 12-991.

31 Sec. 2. Section 33-1314, Arizona Revised Statutes, is amended to  
32 read:

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

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

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

41 C. Rent shall be payable without demand or notice at the time and  
42 place agreed on by the parties. Unless otherwise agreed, rent is payable  
43 at the dwelling unit and periodic rent is payable at the beginning of any  
44 term of one month or less and otherwise in equal monthly installments at

1 the beginning of each month. Unless otherwise agreed, rent shall be  
2 uniformly apportionable from day-to-day.

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

6 E. Notwithstanding section 14-3911, the landlord may request and  
7 the tenant may provide and routinely update the name and contact  
8 information of a person who is authorized by the tenant to enter the  
9 tenant's dwelling unit to retrieve and store the tenant's property,  
10 including the tenant's animal, if the tenant dies or is otherwise  
11 incapacitated. If the landlord is unable to contact the authorized person  
12 at the address and telephone number provided to the landlord by the tenant  
13 or the authorized person fails to respond to the landlord's request within  
14 one day for the animal or ten days for all other property after initial  
15 written contact, the landlord may dispose of the property as prescribed in  
16 section 33-1370 or may deem the animal abandoned, and if deemed abandoned,  
17 shall remove and release the animal to an animal shelter or boarding  
18 facility as prescribed in section 33-1370, subsection E. The landlord may  
19 release the animal to a relative of the deceased or incapacitated tenant  
20 if any of the following applies:

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

23 2. The contact information is no longer valid.

24 3. The landlord is unable to contact the authorized person after  
25 one calendar day.

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

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

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

43 2. To the tenant's animal if the tenant is deceased or is otherwise  
44 incapacitated.

1 H. IF A LANDLORD USES A CRIME-FREE ADDENDUM AS PART OF A LEASE  
2 AGREEMENT, ANY PROVISION IN THAT CRIME-FREE ADDENDUM THAT ALLOWS FOR OR  
3 REQUIRES THE EVICTION OF A TENANT BASED ON THE CRIMINAL CONVICTION OF A  
4 TENANT OR A TENANT'S GUEST IS UNENFORCEABLE.

5 Sec. 3. Section 33-1806.01, Arizona Revised Statutes, is amended to  
6 read:

7 33-1806.01. Rental property; member and agent information;  
8 fee; disclosure

9 A. A member may use the member's property as a rental property  
10 unless prohibited in the declaration and shall use it in accordance with  
11 the declaration's rental time period restrictions.

12 B. A member may designate in writing a third party to act as the  
13 member's agent with respect to all association matters relating to the  
14 rental property, except for voting in association elections and serving on  
15 the board of directors. The member shall sign the written designation and  
16 shall provide a copy of the written designation to the association. On  
17 delivery of the written designation, the association is authorized to  
18 conduct all association business relating to the member's rental property  
19 through the designated agent. Any notice given by the association to a  
20 member's designated agent on any matter relating to the member's rental  
21 property constitutes notice to the member.

22 C. Notwithstanding any provision in the community documents, on  
23 rental of a member's property, an association shall not require a member  
24 or a member's agent to disclose any information regarding a tenant other  
25 than the name and contact information for any adults occupying the  
26 property, the time period of the lease, including the beginning and ending  
27 dates of the tenancy, and a description and the license plate numbers of  
28 the tenants' vehicles. If the planned community is an ~~age-restricted~~  
29 AGE-RESTRICTED community, the member, the member's agent or the tenant  
30 shall show a government issued identification that bears a photograph and  
31 that confirms that the tenant meets the community's age restrictions or  
32 requirements.

33 D. On request of an association or its managing agent for the  
34 disclosures prescribed in subsection C of this section, the managing agent  
35 or, if there is no managing agent, the association may charge a fee of not  
36 more than ~~twenty-five dollars~~ \$25, which shall be paid within fifteen days  
37 after the postmarked request. The fee may be charged for each new tenancy  
38 for that property but may not be charged for a renewal of a lease. Except  
39 for the fee permitted by this subsection and fees related to the use of  
40 recreational facilities, the association or its managing agent shall not  
41 assess, levy or charge a fee or fine or otherwise impose a requirement on  
42 a member's rental property any differently than on an owner-occupied  
43 property in the association.

1 E. Notwithstanding any provision in the community documents, the  
2 association is prohibited from doing any of the following:

3 1. Requiring a member to provide the association with a copy of the  
4 tenant's rental application, credit report, lease agreement or rental  
5 contract or other personal information except as prescribed by this  
6 section. This paragraph does not prohibit the association from acquiring  
7 a credit report on a person in an attempt to collect a debt.

8 2. Requiring the tenant to sign a waiver or other document limiting  
9 the tenant's due process rights as a condition of the tenant's occupancy  
10 of the rental property.

11 3. Prohibiting or otherwise restricting a member from serving on  
12 the board of directors based on the member's not being an occupant of the  
13 property.

14 4. Imposing on a member or managing agent any fee, assessment,  
15 penalty or other charge in an amount greater than ~~fifteen dollars~~ \$15 for  
16 incomplete or late information regarding the information requested  
17 pursuant to subsection C of this section.

18 F. Any attempt by an association to exceed the fee, assessment,  
19 penalty or other charge authorized by subsection D or E of this section  
20 voids the fee, assessment, penalty or other charge authorized by  
21 subsection D or E of this section. This section does not prevent an  
22 association from complying with the housing for older persons act of 1995  
23 (P.L. 104-76; 109 Stat. 787).

24 G. An owner may use a ~~crime-free~~ CRIME-FREE addendum as part of a  
25 lease agreement. This section does not prohibit the owner's use of a  
26 ~~crime-free~~ CRIME-FREE addendum EXCEPT THAT ANY PROVISION IN A CRIME-FREE  
27 ADDENDUM THAT ALLOWS FOR OR REQUIRES THE EVICTION OF A TENANT BASED ON THE  
28 CRIMINAL CONVICTION OF A TENANT OR A TENANT'S GUEST IS UNENFORCEABLE.

29 H. This section does not prohibit and an association may lawfully  
30 enforce a provision in the community documents that restricts the  
31 residency of persons who are required to be registered pursuant to section  
32 13-3821 and who are classified as level two or level three offenders.

33 I. An owner of rental property shall abate criminal activity as  
34 authorized in section 12-991.