

Conference Engrossed

FILED

**JANICE K. BREWER
SECRETARY OF STATE**

State of Arizona
Senate
Forty-eighth Legislature
First Regular Session
2007

CHAPTER 231

SENATE BILL 1255

AN ACT

AMENDING SECTIONS 33-1314, 33-1321, 33-1341 AND 33-1343, ARIZONA REVISED
STATUTES; 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

5 A. The landlord and tenant may include in a rental agreement terms and
6 conditions not prohibited by this chapter or any other rule of law including
7 rent, term of the agreement and other provisions governing the rights and
8 obligations of the parties.

9 B. In the absence of a rental agreement, the tenant shall pay as rent
10 the fair rental value for the use and occupancy of the dwelling unit.

11 C. Rent shall be payable without demand or notice at the time and
12 place agreed upon by the parties. Unless otherwise agreed, rent is payable
13 at the dwelling unit and periodic rent is payable at the beginning of any
14 term of one month or less and otherwise in equal monthly installments at the
15 beginning of each month. Unless otherwise agreed, rent shall be uniformly
16 apportionable from day-to-day.

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

20 E. If a municipality that levies a transaction privilege tax on
21 residential rent changes the percentage of that tax, the landlord on thirty
22 ~~day~~ DAYS' written notice to the tenant may adjust the amount of rent due to
23 equal the difference caused by THE new percentage amount of THE tax. The
24 adjustment to rent shall not occur before the date upon which the new tax is
25 effective. In order for a landlord to adjust rent pursuant to this
26 subsection, the landlord's right to adjust rent pursuant to this subsection
27 shall be disclosed in the rental agreement.

28 F. NOTWITHSTANDING SECTION 14-3911, THE LANDLORD MAY REQUEST AND THE
29 TENANT MAY PROVIDE AND ROUTINELY UPDATE THE NAME AND CONTACT INFORMATION OF A
30 PERSON WHO IS AUTHORIZED BY THE TENANT TO ENTER THE TENANT'S DWELLING UNIT TO
31 RETRIEVE AND STORE THE TENANT'S PROPERTY IF THE TENANT DIES. IF THE LANDLORD
32 IS UNABLE TO CONTACT THE AUTHORIZED PERSON AT THE ADDRESS AND TELEPHONE
33 NUMBER PROVIDED TO THE LANDLORD BY THE TENANT OR THE AUTHORIZED PERSON FAILS
34 TO RESPOND TO THE LANDLORD'S REQUEST WITHIN TEN DAYS OF INITIAL WRITTEN
35 CONTACT, THE LANDLORD MAY DISPOSE OF THE PROPERTY AS PRESCRIBED IN SECTION
36 33-1370. BEFORE REMOVING ANY OF THE TENANT'S PERSONAL PROPERTY, THE
37 AUTHORIZED PERSON SHALL PRESENT TO THE LANDLORD A VALID GOVERNMENT ISSUED
38 IDENTIFICATION THAT CONFIRMS THE IDENTITY OF THE AUTHORIZED PERSON. THE
39 AUTHORIZED PERSON SHALL HAVE TWENTY DAYS FROM THE DATE OF INITIAL WRITTEN
40 CONTACT BY THE LANDLORD OR THE LAST DATE FOR WHICH RENT IS PAID, WHICHEVER IS
41 LONGER, TO REMOVE ITEMS FROM THE RENTAL PROPERTY AND RETURN KEYS TO THE
42 LANDLORD DURING REGULAR BUSINESS HOURS. IF THE LANDLORD ALLOWS AN AUTHORIZED
43 PERSON TO ENTER THE PROPERTY TO REMOVE THE TENANT'S PERSONAL POSSESSIONS AS
44 PRESCRIBED BY THIS SUBSECTION, THE LANDLORD HAS NO FURTHER LIABILITY TO THE
45 TENANT, THE TENANT'S ESTATE OR THE TENANT'S HEIRS FOR LOST, DAMAGED OR STOLEN

1 ITEMS. IF THE TENANT'S PERSONAL PROPERTY IS NOT ENTIRELY REMOVED FROM THE
2 RENTAL UNIT BY AN AUTHORIZED PERSON, THE LANDLORD MAY DISPOSE OF THE PROPERTY
3 AS PRESCRIBED IN SECTION 33-1370. THIS SUBSECTION SHALL ONLY APPLY IF THE
4 PERIODIC RENT IS UNPAID AND OUTSTANDING FOR AT LEAST FIVE DAYS.

5 Sec. 2. Section 33-1321, Arizona Revised Statutes, is amended to read:
6 33-1321. Security deposits

7 A. A landlord shall not demand or receive security, however
8 denominated, including, but not limited to, prepaid rent in an amount or
9 value in excess of one and one-half month's rent. This subsection does not
10 prohibit a tenant from voluntarily paying more than one and one-half month's
11 rent in advance.

12 B. The purpose of all nonrefundable fees or deposits shall be stated
13 in writing by the landlord. Any fee or deposit not designated as
14 nonrefundable shall be refundable.

15 C. With respect to tenants who first occupy the premises or enter into
16 a new written rental agreement after January 1, 1996, upon move in a landlord
17 shall furnish the tenant with a signed copy of the lease, a move-in form for
18 specifying any existing damages to the dwelling unit and written notification
19 to the tenant that the tenant may be present at the move-out
20 inspection. Upon request by the tenant, the landlord shall notify the tenant
21 when the landlord's move-out inspection will occur. If the tenant is being
22 evicted for a material and irreparable breach and the landlord has reasonable
23 cause to fear violence or intimidation on the part of the tenant, the
24 landlord has no obligation to conduct a joint move-out inspection with the
25 tenant.

26 D. Upon termination of the tenancy, property or money held by the
27 landlord as prepaid rent and security may be applied to the payment of all
28 rent, and subject to a landlord's duty to mitigate, all charges as specified
29 in the signed lease agreement, or as provided in this chapter, including the
30 amount of damages which the landlord has suffered by reason of the tenant's
31 noncompliance with section 33-1341. Within fourteen days, excluding
32 Saturdays, Sundays or other legal holidays, after termination of the tenancy
33 and delivery of possession and demand by the tenant the landlord shall
34 provide the tenant an itemized list of all deductions together with the
35 amount due and payable to the tenant, if any. Unless other arrangements are
36 made in writing by the tenant, the landlord shall mail THE ITEMIZED LIST AND
37 ANY AMOUNT DUE, by ~~regular~~ FIRST CLASS mail, to the tenant's last known place
38 of residence.

39 E. If the landlord fails to comply with subsection D of this section
40 the tenant may recover the property and money due the tenant together with
41 damages in an amount equal to twice the amount wrongfully withheld.

42 F. This section does not preclude the landlord or tenant from
43 recovering other damages to which the landlord or tenant may be entitled
44 under this chapter.

1 G. DURING THE TERM OF TENANCY THE LANDLORD MAY USE REFUNDABLE SECURITY
2 DEPOSITS OR OTHER REFUNDABLE DEPOSITS IN ACCORDANCE WITH ANY APPLICABLE
3 PROVISIONS OF THE PROPERTY MANAGEMENT AGREEMENT. AT THE END OF TENANCY, ALL
4 REFUNDABLE DEPOSITS SHALL BE REFUNDED TO THE TENANT PURSUANT TO THIS SECTION.

5 ~~G.~~ H. The holder of the landlord's interest in the premises at the
6 time of the termination of the tenancy is bound by this section.

7 Sec. 3. Section 33-1341, Arizona Revised Statutes, is amended to read:
8 33-1341. Tenant to maintain dwelling unit

9 The tenant shall:

10 1. Comply with all obligations primarily imposed upon tenants by
11 applicable provisions of building codes materially affecting health and
12 safety.

13 2. Keep that part of the premises that he occupies and uses as clean
14 and safe as the condition of the premises permit.

15 3. Dispose from his dwelling unit all ashes, rubbish, garbage and
16 other waste in a clean and safe manner.

17 4. Keep all plumbing fixtures in the dwelling unit or used by the
18 tenant as clean as their condition permits.

19 5. Use in a reasonable manner all electrical, plumbing, sanitary,
20 heating, ventilating, air-conditioning and other facilities and appliances
21 including elevators in the premises.

22 6. Not deliberately or negligently destroy, deface, damage, impair or
23 remove any part of the premises or knowingly permit any person to do so.

24 7. Conduct himself and require other persons on the premises with his
25 consent to conduct themselves in a manner that will not disturb his
26 neighbors' peaceful enjoyment of the premises.

27 8. THE TENANT SHALL NOTIFY THE LANDLORD OF ANY SITUATION OR OCCURRENCE
28 THAT REQUIRES THE LANDLORD TO PROVIDE MAINTENANCE, MAKE REPAIRS OR OTHERWISE
29 REQUIRES THE LANDLORD TO TAKE ACTION AS PRESCRIBED IN SECTION 33-1324.

30 Sec. 4. Section 33-1343, Arizona Revised Statutes, is amended to read:
31 33-1343. Access

32 A. The tenant shall not unreasonably withhold consent to the landlord
33 to enter into the dwelling unit in order to inspect the premises, make
34 necessary or agreed repairs, decorations, alterations or improvements, supply
35 necessary or agreed services or exhibit the dwelling unit to prospective or
36 actual purchasers, mortgagees, tenants, workmen or contractors.

37 B. IF THE TENANT NOTIFIES THE LANDLORD OF A SERVICE REQUEST OR A
38 REQUEST FOR MAINTENANCE AS PRESCRIBED IN SECTION 33-1341, PARAGRAPH 8, THE
39 NOTICE FROM THE TENANT CONSTITUTES PERMISSION FROM THE TENANT FOR THE
40 LANDLORD TO ENTER THE DWELLING UNIT PURSUANT TO SUBSECTION D OF THIS SECTION
41 FOR THE SOLE PURPOSE OF ACTING ON THE SERVICE OR MAINTENANCE REQUEST.

42 ~~B.~~ C. The landlord may enter the dwelling unit without consent of the
43 tenant in case of emergency.

1 ~~C~~ D. The landlord shall not abuse the right to access or use it to
2 harass the tenant. Except in case of emergency or if it is impracticable to
3 do so, the landlord shall give the tenant at least two days' notice of ~~his~~
4 THE LANDLORD'S intent to enter and enter only at reasonable times.

5 ~~D~~ E. The landlord has no other right of access except by court order
6 and as permitted by sections 33-1369 and 33-1370, or if the tenant has
7 abandoned or surrendered the premises.

APPROVED BY THE GOVERNOR MAY 24, 2007.

FILED IN THE OFFICE OF THE SECRETARY OF STATE MAY 24, 2007.

Passed the House April 17, 20 07,

by the following vote: 58 Ayes,

0 Nays, 2 Not Voting

[Signature]
Speaker of the House

[Signature]
Chief Clerk of the House

Passed the Senate March 5, 20 07,

by the following vote: 22 Ayes,

5 Nays, 3 Not Voting

[Signature]
President of the Senate

[Signature]
Secretary of the Senate

~~EXECUTIVE DEPARTMENT OF ARIZONA
OFFICE OF GOVERNOR~~

~~This Bill was received by the Governor this~~

~~_____ day of _____, 20____,~~

~~at _____ o'clock _____ M.~~

~~_____
Secretary to the Governor~~

~~Approved this _____ day of~~

~~_____, 20____,~~

~~at _____ o'clock _____ M.~~

~~_____
Governor of Arizona~~

S.B. 1255

~~EXECUTIVE DEPARTMENT OF ARIZONA
OFFICE OF SECRETARY OF STATE~~

~~This Bill was received by the Secretary of State~~

~~this _____ day of _____, 20____,~~

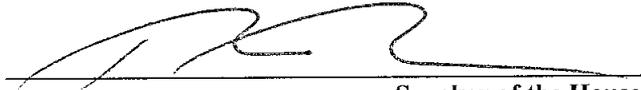
~~at _____ o'clock _____ M.~~

~~_____
Secretary of State~~

HOUSE FINAL PASSAGE
as per Joint Conference

Passed the House May 21, 2007,
by the following vote: 52 Ayes,

5 Nays, 3 Not Voting


Speaker of the House
Pro Tempore


Chief Clerk of the House

SENATE FINAL PASSAGE
as per Joint Conference

Passed the Senate May 14, 2007,
by the following vote: 27 Ayes,

1 Nays, 2 Not Voting


President of the Senate


Secretary of the Senate

EXECUTIVE DEPARTMENT OF ARIZONA
OFFICE OF GOVERNOR

This Bill was received by the Governor

this 22nd day of May, 2007

at 10:24 o'clock A. M.


Secretary to the Governor

Approved this 24 day of

May, 2007,

at 2:45 o'clock P. M.

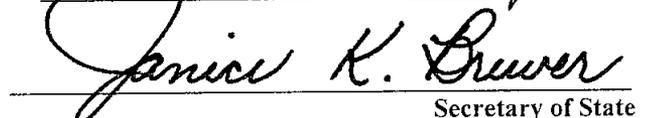

Governor of Arizona

EXECUTIVE DEPARTMENT OF ARIZONA
OFFICE OF SECRETARY OF STATE

This Bill was received by the Secretary of State

this 24 day of May, 2007,

at 4:20 o'clock P. M.


Secretary of State

S.B. 1255