

REFERENCE TITLE: landlord tenant; termination; technical correction

State of Arizona
House of Representatives
Fifty-fifth Legislature
Second Regular Session
2022

HB 2574

Introduced by
Representative Blackman

AN ACT

AMENDING SECTION 33-1318, 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 33-1318, Arizona Revised Statutes, is amended to
3 read:

4 33-1318. Early termination by tenant; domestic violence;
5 sexual assault; requirements; lock replacement;
6 access refusal; treble damages; immunity

7 A. A tenant may terminate a rental agreement pursuant to this
8 section if the tenant provides to the landlord written notice pursuant to
9 this section that the tenant is the victim of domestic violence as defined
10 in section 13-3601 or was the victim, in the tenant's dwelling, of sexual
11 assault pursuant to section 13-1406. The tenant's rights and obligations
12 under the rental agreement are terminated and the tenant shall vacate the
13 dwelling and avoid liability for future rent and shall not incur early
14 termination penalties or fees if the tenant provides to the landlord a
15 written notice requesting release from the rental agreement with a
16 mutually agreed on release date within the next thirty days, accompanied
17 by any one of the following:

18 1. A copy of any protective order issued pursuant to section
19 13-3602 to a tenant who is a victim of domestic violence or sexual
20 assault. ~~A~~ THE landlord may also request a receipt or signed statement
21 that the order of protection has been submitted to an authorized officer
22 of a court for service.

23 2. A copy of a written departmental report from a law enforcement
24 agency that states that the tenant notified the law enforcement agency
25 that the tenant was a victim of domestic violence or sexual assault.

26 B. A landlord may request from the victim the name and address of
27 the person named in an order of protection or a departmental report
28 pursuant to subsection A of this section, in writing, if known by the
29 victim.

30 C. The tenant may terminate the rental agreement pursuant to this
31 section only if the actions, events or circumstances that resulted in the
32 tenant being a victim of domestic violence as defined in section 13-3601
33 or sexual assault pursuant to section 13-1406 occurred within the
34 thirty-day period immediately preceding the written notice of termination
35 to the landlord, unless waived by the landlord.

36 D. If ~~the~~ A tenant terminates the rental agreement as prescribed by
37 this section and if the tenant is solely or jointly liable on the rental
38 agreement, the tenant is liable only for rent owed or paid through the
39 date of the lease termination plus any previous obligations outstanding on
40 that date. The amount due from the tenant shall be paid to the landlord
41 on or before the date the tenant vacates the dwelling. If the tenant has
42 prepaid rent that would apply for the month in which the lease is
43 terminated, the landlord may retain the prepaid rent and no refund is due
44 to the tenant. If the tenant has paid a security deposit pursuant to
45 section 33-1321, the landlord shall not withhold the security deposit for

1 the early termination of the lease if the tenant meets the requirements
2 prescribed by subsection A of this section, but may withhold the security
3 deposit for payment of damages that the landlord suffered by reason of the
4 tenant's noncompliance with section 33-1341.

5 E. A tenant who is a victim of domestic violence or sexual assault
6 may require the landlord to install a new lock to the tenant's dwelling if
7 the tenant pays for the cost of installing the new lock. A landlord may
8 comply with this requirement by doing either of the following:

- 9 1. Rekeying the lock if the lock is in good working condition.
10 2. Replacing the entire locking mechanism with a locking mechanism
11 of equal or better quality than the lock being replaced.

12 F. A landlord who installs a new lock at the tenant's request may
13 retain a copy of the key that opens the new lock. Notwithstanding any
14 provision in the rental agreement, the landlord may refuse to provide a
15 key that opens the new lock to the person named in an order of protection
16 or a departmental report pursuant to subsection A of this section.

17 G. A landlord shall refuse to provide access to the dwelling to
18 reclaim property to any tenant if the tenant is the person named in an
19 order of protection or a departmental report pursuant to subsection A of
20 this section who has been served with an order of protection naming that
21 tenant as the defendant and the landlord has received a copy of the order
22 of protection, unless a law enforcement officer escorts the tenant into
23 and out of the dwelling.

24 H. A tenant who terminates a lease pursuant to this section and who
25 is convicted of falsely filing a departmental report or order of
26 protection for domestic violence or sexual assault is liable to the
27 landlord for treble damages for premature termination of the lease.

28 I. A person named in an order of protection or a departmental
29 report pursuant to subsection A of this section who provokes an early
30 lease termination under this section is deemed to have interfered with the
31 residential rental agreement between the landlord and tenant regardless of
32 whether the person named in an order of protection or a departmental
33 report pursuant to subsection A of this section is a party to the rental
34 agreement, and the person named in an order of protection or a
35 departmental report pursuant to subsection A of this section may be
36 civilly liable for all economic losses incurred by a landlord for the
37 domestic violence or sexual assault early lease termination. This civil
38 liability includes unpaid rent, early lease termination fees, costs to
39 repair damage to the premises and any reductions or waivers of rent
40 previously granted to the tenant who was the victim of domestic violence
41 or sexual assault.

42 J. If there are multiple tenants who are parties to a rental
43 agreement that has been terminated under this section, the tenancy for
44 those tenants also terminates. The tenants who are not the victims of
45 domestic violence or sexual assault, excluding the person named in an

1 order of protection or a departmental report pursuant to subsection A of
2 this section that caused the termination of the lease pursuant to this
3 section, may be released from any financial obligations due under the
4 previously existing rental agreement and the remaining tenants may be
5 allowed to enter into a new lease with the landlord if the tenants meet
6 all current application requirements.

7 K. An emergency order of protection or a protective order that is
8 issued to a resident of a rental property automatically applies to the
9 entire residential rental property in which the tenant has a rental
10 agreement.

11 L. This section does not limit a landlord's right to terminate a
12 lease pursuant to section 33-1368 against the victim for actions unrelated
13 to the act of domestic violence or sexual assault.

14 M. A landlord is not liable for any actions taken in good faith
15 pursuant to this section.