

REFERENCE TITLE: rent increases; emergency calls; restrictions

State of Arizona
Senate
Fifty-fifth Legislature
Second Regular Session
2022

SB 1099

Introduced by
Senator Mendez: Representative Salman

AN ACT

AMENDING TITLE 9, CHAPTER 4, ARTICLE 8, ARIZONA REVISED STATUTES, BY ADDING SECTION 9-500.48; AMENDING TITLE 11, CHAPTER 2, ARTICLE 4, ARIZONA REVISED STATUTES, BY ADDING SECTION 11-269.27; AMENDING SECTION 33-1314, ARIZONA REVISED STATUTES; REPEALING SECTION 33-1329, ARIZONA REVISED STATUTES; AMENDING TITLE 33, CHAPTER 10, ARTICLE 2, ARIZONA REVISED STATUTES, BY ADDING SECTION 33-1332; AMENDING SECTION 33-1413, ARIZONA REVISED STATUTES; REPEALING SECTION 33-1416, ARIZONA REVISED STATUTES; AMENDING TITLE 33, CHAPTER 11, ARTICLE 2, ARIZONA REVISED STATUTES, BY ADDING SECTION 33-1439; RELATING TO REAL PROPERTY RENTALS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

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

2 Section 1. Title 9, chapter 4, article 8, Arizona Revised Statutes,
3 is amended by adding section 9-500.48, to read:

4 9-500.48. Law enforcement, emergency calls; no penalties

5 A. A CITY OR TOWN MAY NOT ENACT AN ORDINANCE TO PENALIZE OR TAKE
6 OTHER ACTION AGAINST A LANDLORD, TENANT OR OTHER PERSON WHO REQUESTS LAW
7 ENFORCEMENT OR OTHER EMERGENCY ASSISTANCE ON THE PERSON'S OWN BEHALF OR ON
8 BEHALF OF A VICTIM OF A CRIME OR OTHER PERSON WHO NEEDS EMERGENCY
9 ASSISTANCE.

10 B. A CITY OR TOWN MAY ENACT AN ORDINANCE TO PENALIZE OR TAKE OTHER
11 ACTION AGAINST A PERSON WHO KNOWINGLY AND WITHOUT CAUSE REQUESTS LAW
12 ENFORCEMENT OR OTHER EMERGENCY ASSISTANCE EXCEPT FOR A PERSON WHO
13 REASONABLY BELIEVES THAT LAW ENFORCEMENT OR OTHER EMERGENCY ASSISTANCE WAS
14 NECESSARY TO PREVENT OR REMEDY COMMISSION OF A CRIME OR OTHER EMERGENCY.

15 Sec. 2. Title 11, chapter 2, article 4, Arizona Revised Statutes,
16 is amended by adding section 11-269.27, to read:

17 11-269.27. Law enforcement, emergency calls; no penalties

18 A. A COUNTY MAY NOT ENACT AN ORDINANCE TO PENALIZE OR TAKE OTHER
19 ACTION AGAINST A LANDLORD, TENANT OR OTHER PERSON WHO REQUESTS LAW
20 ENFORCEMENT OR OTHER EMERGENCY ASSISTANCE ON THE PERSON'S OWN BEHALF OR ON
21 BEHALF OF A VICTIM OF A CRIME OR OTHER PERSON WHO NEEDS EMERGENCY
22 ASSISTANCE.

23 B. A COUNTY MAY ENACT AN ORDINANCE OR TAKE OTHER ACTION AGAINST A
24 PERSON WHO KNOWINGLY AND WITHOUT CAUSE REQUESTS LAW ENFORCEMENT OR OTHER
25 EMERGENCY ASSISTANCE EXCEPT FOR A PERSON WHO REASONABLY BELIEVES THAT LAW
26 ENFORCEMENT OR OTHER EMERGENCY ASSISTANCE WAS NECESSARY TO PREVENT OR
27 REMEDY COMMISSION OF A CRIME OR OTHER EMERGENCY.

28 Sec. 3. Section 33-1314, Arizona Revised Statutes, is amended to
29 read:

30 33-1314. Terms and conditions of rental agreement; contact
31 information; property; pets

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

36 B. In the absence of a rental agreement, the tenant shall pay as
37 rent the fair rental value for ~~the use~~ USING and ~~occupancy of~~ OCCUPYING
38 the dwelling unit.

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

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

4 E. If a municipality that levies a transaction privilege tax on
5 residential rent changes the percentage of that tax, the landlord on
6 thirty days' written notice to the tenant may adjust the amount of rent
7 due to equal the difference caused by the new percentage amount of the
8 tax. The adjustment to rent shall not occur before the date on which the
9 new tax is effective. In order for a landlord to adjust rent pursuant to
10 this subsection, the landlord's right to adjust rent pursuant to this
11 subsection shall be disclosed in the rental agreement.

12 F. NOTWITHSTANDING THE PROVISIONS OF THE RENTAL AGREEMENT,
13 BEGINNING SEPTEMBER 1, 2022, A LANDLORD MAY NOT INCREASE PERIODIC RENT FOR
14 A TENANT BY MORE THAN FIVE PERCENT OF THE GROSS PERIODIC RENT PLUS THE
15 AVERAGE PERCENTAGE INCREASE DURING THE PRECEDING TWELVE-MONTH PERIOD IN
16 THE WESTERN REGION CONSUMER PRICE INDEX THAT IS PUBLISHED BY THE UNITED
17 STATES DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS. THE ARIZONA
18 DEPARTMENT OF HOUSING SHALL POST ON ITS WEBSITE THE AVERAGE PERCENTAGE
19 INCREASE DURING THE PRECEDING TWELVE-MONTH PERIOD FOR THE WESTERN REGION
20 CONSUMER PRICE INDEX. A LANDLORD MAY INCREASE RENT ONLY ONCE IN ANY
21 TWELVE-MONTH PERIOD. A CITY, TOWN OR COUNTY MAY ESTABLISH A LOWER RATE
22 FOR PERMISSIBLE RENTAL RATE INCREASES.

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

- 38 1. The landlord was not provided the contact information of a
39 person who is authorized by the tenant to retrieve the tenant's animal.
- 40 2. The contact information is no longer valid.
- 41 3. The landlord is unable to contact the authorized person after
42 one calendar day.

43 ~~G.~~ H. Before removing any of the tenant's personal property or the
44 tenant's animal, the authorized person shall present to the landlord a
45 valid government issued identification that confirms the identity of the

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

12 ~~H.~~ I. Subsections ~~F~~ G and ~~G~~ H of this section apply only as
13 follows:

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

16 2. To the tenant's animal if the tenant is deceased or is otherwise
17 incapacitated.

18 Sec. 4. Repeal

19 Section 33-1329, Arizona Revised Statutes, is repealed.

20 Sec. 5. Title 33, chapter 10, article 2, Arizona Revised Statutes,
21 is amended by adding section 33-1332, to read:

22 33-1332. Law enforcement and emergency calls; remedies

23 A. A LANDLORD MAY NOT:

24 1. PROHIBIT, LIMIT OR IMPOSE ANY MONETARY OR OTHER PENALTY ON A
25 TENANT WHO REQUESTS LAW ENFORCEMENT OR OTHER EMERGENCY ASSISTANCE ON THE
26 TENANT'S OWN BEHALF OR ON BEHALF OF A VICTIM OF A CRIME OR OTHER PERSON
27 WHO NEEDS EMERGENCY ASSISTANCE.

28 2. TERMINATE OR THREATEN TO TERMINATE A TENANCY, INCREASE OR
29 THREATEN TO INCREASE RENT OR TERMINATE OR REDUCE SERVICES OR TAKE ANY
30 OTHER RETALIATORY ACTION AS A RESULT OF THE TENANT'S OR SOME OTHER
31 PERSON'S REQUEST FOR LAW ENFORCEMENT OR OTHER EMERGENCY ASSISTANCE.

32 B. IN ADDITION TO ANY OTHER REMEDY PROVIDED BY LAW, A LANDLORD WHO
33 VIOLATES THIS SECTION IS SUBJECT TO AN ACTION FOR UNLAWFUL OUSTER OR
34 DIMINUTION IN SERVICES PURSUANT TO SECTION 33-1367.

35 Sec. 6. Section 33-1413, Arizona Revised Statutes, is amended to
36 read:

37 33-1413. Terms and conditions of rental agreement; rent
38 limitations

39 A. At the beginning of the tenancy, a signed, written rental
40 agreement must be executed by the landlord or designated agent and a
41 tenant. The rental agreement shall be executed in good faith by both
42 parties and shall not provide for the waiver of any rights given to either
43 party by other provisions of this chapter. The rental agreement shall be
44 for a specific period and shall include:

45 1. The amount of the rent.

1 2. The amount of any security deposit.

2 B. If the landlord and tenant agree to the term of the rental
3 agreement, the rental agreement may be for any term. If the landlord and
4 tenant disagree on the term of the rental agreement, the rental agreement
5 shall be for twelve months. The initial term of a rental agreement may be
6 for less than twelve months if the reason is to ensure conformity with a
7 standard anniversary date. Any written rental agreement shall have all
8 blank spaces completed, and executed copies of the written rental
9 agreement shall be furnished to all parties within ten days ~~of~~ AFTER
10 execution.

11 C. The rental agreement may include conditions not prohibited by
12 this chapter or ANY other ~~rule of~~ law governing the rights and obligations
13 of the parties.

14 D. The landlord shall attach to the rental agreement a statement
15 signed by the prospective tenant acknowledging receipt of:

- 16 1. The disclosures required in section 33-1432.
17 2. A current copy of this chapter as prescribed in section 33-1432.
18 3. A current copy of the rules or regulations adopted pursuant to
19 section 33-1452.

20 E. Rent shall be payable without demand or notice at the time and
21 place agreed ~~upon~~ ON by the parties. Periodic rent is payable at the
22 beginning of any term of one month or less, and thereafter, unless
23 otherwise agreed, in equal monthly installments at the beginning of each
24 month. Unless otherwise agreed, rent shall be uniformly apportionable
25 from ~~day to day~~ DAY-TO-DAY.

26 F. A landlord shall not prohibit a tenant who is a member of the
27 armed forces of the United States from terminating a rental agreement with
28 less than two weeks' notice to the landlord if ~~he~~ THE TENANT receives
29 reassignment orders ~~which~~ THAT do not allow ~~such~~ prior notification.

30 G. Notwithstanding any provision of this article to the contrary,
31 ~~upon~~ ON the expiration or renewal of any rental agreement, the landlord
32 may increase or decrease the total rent or change payment arrangements.
33 The landlord shall notify the tenant in writing by first class or
34 certified mail or by personal delivery at least ninety days ~~prior to~~
35 BEFORE the expiration or renewal of any rental agreement of any such
36 increase or change. ~~Nothing in~~ This subsection ~~requires~~ DOES NOT REQUIRE
37 a landlord to provide cause for any change in rent if the landlord
38 complies with notice requirements.

39 H. On expiration of a written rental agreement for a specified term
40 or written renewal of a rental agreement, tenancy is on a month-to-month
41 basis unless the landlord, its designated agent or the tenant requests a
42 new written rental agreement. If the landlord and tenant agree to the
43 term of the rental agreement, the rental agreement may be for any term.
44 If the landlord and tenant disagree on the term of the rental agreement,
45 the rental agreement shall be for twelve months.

1 I. In addition to any other rental provisions, the landlord is
2 entitled to a rental increase effective at the expiration or renewal of
3 any rental agreement or effective immediately if so provided in a written
4 rental agreement to compensate the landlord for actual costs of insurance,
5 taxes and rate increases for utilities, which shall be substantiated by
6 the landlord in writing to the tenant.

7 J. NOTWITHSTANDING THE PROVISIONS OF THE RENTAL AGREEMENT,
8 BEGINNING SEPTEMBER 1, 2022, A LANDLORD MAY NOT INCREASE PERIODIC RENT FOR
9 A TENANT BY MORE THAN FIVE PERCENT OF THE GROSS PERIODIC RENT PLUS THE
10 AVERAGE PERCENTAGE INCREASE DURING THE PRECEDING TWELVE-MONTH PERIOD IN
11 THE WESTERN REGION CONSUMER PRICE INDEX THAT IS PUBLISHED BY THE UNITED
12 STATES DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS. THE ARIZONA
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15 CONSUMER PRICE INDEX. A LANDLORD MAY INCREASE RENT ONLY ONCE IN ANY
16 TWELVE-MONTH PERIOD. A CITY, TOWN OR COUNTY MAY ESTABLISH A LOWER RATE
17 FOR PERMISSIBLE RENTAL RATE INCREASES.

18 ~~J.~~ K. As a condition of tenancy the rental agreement may require
19 the prospective tenant to make improvements to the mobile home, including
20 all appurtenances owned by the tenant, and to preserve or upgrade the
21 quality of the mobile home park even if the prospective tenant is
22 purchasing a home already located in the mobile home park. The
23 improvements shall not exceed the requirements of the rules or regulations
24 of the mobile home park.

25 ~~K.~~ L. Notwithstanding subsections A, B and H of this section, the
26 tenant may demand in writing and the landlord shall offer a long-term
27 initial or renewal rental agreement that complies with all of the
28 following:

29 1. The long-term initial or renewal rental agreement shall be in
30 writing and shall be for a term of four years. A long-term rental
31 agreement may be for a term of less than four years if the reason is to
32 ensure conformity with a standard park anniversary date.

33 2. All rents and other fees due during the term of the long-term
34 rental agreement shall be clearly identified in the agreement.

35 3. The tenant has ten days ~~from~~ AFTER the date of receipt of the
36 long-term rental agreement to accept or reject the agreement. If an
37 agreement is not signed and returned to the landlord within the ~~ten-day~~
38 TEN-DAY period, the tenant is deemed to have rejected the agreement. On
39 rejection of the agreement, subsections A, B and H of this section apply.

40 ~~L.~~ M. The rental agreement may contain conditions regarding ~~the~~
41 ~~removal of~~ REMOVING a mobile home from the mobile home park and ~~the~~
42 ~~restoration of~~ RESTORING a mobile home space by a tenant or a tenant's
43 successor in interest after ~~removal of~~ REMOVING the mobile home. The
44 conditions shall not include any provisions regarding environmental
45 liability or environmental remediation, and any environmental liability or

1 environmental remediation requirements shall be governed as otherwise
2 provided by law.

3 Sec. 7. Repeal

4 Section 33-1416, Arizona Revised Statutes, is repealed.

5 Sec. 8. Title 33, chapter 11, article 2, Arizona Revised Statutes,
6 is amended by adding section 33-1439, to read:

7 33-1439. Law enforcement and emergency calls; remedies

8 A. A LANDLORD MAY NOT:

9 1. PROHIBIT, LIMIT OR IMPOSE ANY MONETARY OR OTHER PENALTY ON A
10 TENANT WHO REQUESTS LAW ENFORCEMENT OR OTHER EMERGENCY ASSISTANCE ON THE
11 TENANT'S OWN BEHALF OR ON BEHALF OF A VICTIM OF A CRIME OR OTHER PERSON
12 WHO NEEDS EMERGENCY ASSISTANCE.

13 2. TERMINATE OR THREATEN TO TERMINATE A TENANCY, INCREASE OR
14 THREATEN TO INCREASE RENT OR TERMINATE OR REDUCE SERVICES OR TAKE ANY
15 OTHER RETALIATORY ACTION AS A RESULT OF THE TENANT'S OR SOME OTHER
16 PERSON'S REQUEST FOR LAW ENFORCEMENT OR OTHER EMERGENCY ASSISTANCE.

17 B. IN ADDITION TO ANY OTHER REMEDY PROVIDED BY LAW, A LANDLORD WHO
18 VIOLATES THIS SECTION IS SUBJECT TO AN ACTION FOR UNLAWFUL OUSTER OR
19 DIMINUTION IN SERVICES PURSUANT TO SECTION 33-1475.