

REFERENCE TITLE: landlord tenant; rent increase; limitation

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

## **SB 1587**

Introduced by  
Senator Quezada

AN ACT

AMENDING SECTION 33-1314, 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; contact  
5 information; property; pets; rent increase  
6 limitation

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

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

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

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

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

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

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

3           2. The contact information is no longer valid.

4           3. The landlord is unable to contact the authorized person after  
5 one calendar day.

6           G. Before removing any of the tenant's personal property or the  
7 tenant's animal, the authorized person shall present to the landlord a  
8 valid government issued identification that confirms the identity of the  
9 authorized person. The authorized person shall have twenty days after the  
10 date of initial written contact by the landlord or the last date for which  
11 rent is paid, whichever is longer, to remove items from the rental  
12 property and return keys to the landlord during regular business hours.  
13 If the landlord allows an authorized person to enter the property to  
14 remove the tenant's personal possessions as prescribed by this subsection,  
15 the landlord has no further liability to the tenant, the tenant's estate  
16 or the tenant's heirs for lost, damaged or stolen items. If the tenant's  
17 personal property is not entirely removed from the rental unit by an  
18 authorized person, the landlord may dispose of the property as prescribed  
19 in section 33-1370.

20           H. Subsections F and G of this section apply only as follows:

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

23           2. To the tenant's animal if the tenant is deceased or is otherwise  
24 incapacitated.

25           I. THE MAXIMUM AMOUNT OF A PERMISSIBLE RENT INCREASE FOR A TENANT  
26 IS THE LESSER OF THE FOLLOWING AMOUNTS:

27           1. FIVE PERCENT OF THE LOWEST RENTAL RATE CHARGED DURING THE TWELVE  
28 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE RENTAL INCREASE TAKES  
29 EFFECT PLUS THE RATE OF INFLATION AS DETERMINED BY THE GROSS DOMESTIC  
30 PRODUCT PRICE DEFLATOR INDEX PUBLISHED BY THE UNITED STATES DEPARTMENT OF  
31 COMMERCE, BUREAU OF ECONOMIC ANALYSIS.

32           2. TEN PERCENT OF THE LOWEST RENTAL RATE CHARGED DURING THE TWELVE  
33 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE RENTAL INCREASE TAKES  
34 EFFECT.