

REFERENCE TITLE: landlord; tenant; rent increase; limitation

State of Arizona
House of Representatives
Fifty-sixth Legislature
First Regular Session
2023

HB 2359

Introduced by
Representatives Ortiz: Contreras P, De Los Santos, Mathis, Sandoval

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~~ USING and ~~occupancy of~~ OCCUPYING
13 the dwelling unit.

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

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

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

31 F. Notwithstanding section 14-3911, the landlord may request and
32 the tenant may provide and routinely update the name and contact
33 information of a person who is authorized by the tenant to enter the
34 tenant's dwelling unit to retrieve and store the tenant's property,
35 including the tenant's animal, if the tenant dies or is otherwise
36 incapacitated. If the landlord is unable to contact the authorized person
37 at the address and telephone number provided to the landlord by the tenant
38 or the authorized person fails to respond to the landlord's request within
39 one day for the animal or ten days for all other property after initial
40 written contact, the landlord may dispose of the property as prescribed in
41 section 33-1370 or may deem the animal abandoned, and if deemed abandoned,
42 shall remove AND RELEASE the animal to an animal shelter or boarding
43 facility as prescribed in section 33-1370, subsection E. The landlord may
44 release the animal to a relative of the deceased or incapacitated tenant
45 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.