

REFERENCE TITLE: landlord tenant; evictions for cause

State of Arizona
House of Representatives
Fifty-sixth Legislature
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HB 2363

Introduced by
Representatives Sun: Cano, Contreras L, Contreras P, Gutierrez, Hernandez
L, Mathis, Sandoval, Stahl Hamilton, Tsosie

AN ACT

AMENDING SECTION 33-1368, 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 33-1368, Arizona Revised Statutes, is amended to
3 read:

4 33-1368. Noncompliance with rental agreement by tenant;
5 failure to pay rent; utility discontinuation;
6 liability for guests; termination for cause;
7 definition

8 A. Except as provided in this chapter, if there is a material
9 noncompliance by the tenant with the rental agreement, including material
10 falsification of the information provided on the rental application, the
11 landlord may deliver a written notice to the tenant specifying the acts
12 and omissions constituting the breach and that the rental agreement will
13 terminate on a date not less than ten days after receipt of the notice if
14 the breach is not remedied in ten days. For the purposes of this section,
15 material falsification includes the following untrue or misleading
16 information about the:

17 1. Number of occupants in the dwelling unit, pets, income of the
18 prospective tenant, social security number and current employment listed
19 on the application or lease agreement.

20 2. Tenant's criminal records, prior eviction record and current
21 criminal activity. Material falsification of information in this
22 paragraph is not curable under this section.

23 If there is a noncompliance by the tenant with section 33-1341
24 materially affecting health and safety, the landlord may deliver a written
25 notice to the tenant specifying the acts and omissions constituting the
26 breach and that the rental agreement will terminate on a date not less
27 than five days after receipt of the notice if the breach is not remedied
28 in five days. ~~However,~~ If the breach is remediable by repair or the
29 payment of damages or otherwise, and the tenant adequately remedies the
30 breach before the date specified in the notice, the rental agreement will
31 not terminate. If there is an additional act of these types of
32 noncompliance of the same or a similar nature during the term of the lease
33 after the previous remedy of noncompliance, the landlord may institute a
34 special detainer action pursuant to section 33-1377 ten days after
35 delivery of a written notice advising the tenant that a second
36 noncompliance of the same or a similar nature has occurred. If there is a
37 breach that is both material and irreparable and that occurs on the
38 premises, which may include an illegal discharge of a weapon, homicide as
39 prescribed in sections 13-1102, 13-1103, 13-1104 and 13-1105, prostitution
40 as defined in section 13-3211, criminal street gang activity as prescribed
41 in section 13-105, activity as prohibited in section 13-2308, the unlawful
42 manufacturing, selling, transferring, possessing, using or storing of a
43 controlled substance as defined in section 13-3451, threatening or
44 intimidating as prohibited in section 13-1202, assault as prohibited in
45 section 13-1203, acts that have been found to constitute a nuisance

1 pursuant to section 12-991 or a breach of the lease agreement that
2 otherwise jeopardizes the health, safety and welfare of the landlord, the
3 landlord's agent or another tenant or involving imminent or actual serious
4 property damage, the landlord may deliver a written notice for immediate
5 termination of the rental agreement and shall proceed under section
6 33-1377. The foregoing list of actions, which may constitute a material
7 and irreparable breach of a tenant's lease, is not exhaustive.

8 B. A tenant may not withhold rent for any reason not authorized by
9 this chapter. If rent is unpaid when due and the tenant fails to pay rent
10 within five days after written notice by the landlord of nonpayment and
11 the landlord's intention to terminate the rental agreement if the rent is
12 not paid within that period of time, the landlord may terminate the rental
13 agreement by filing a special detainer action pursuant to section 33-1377.
14 Before the filing of a special detainer action, the rental agreement shall
15 be reinstated if the tenant tenders all past due and unpaid periodic rent
16 and a reasonable late fee set forth in a written rental agreement. After
17 a special detainer action is filed, the rental agreement is reinstated
18 only if the tenant pays all past due rent, reasonable late fees set forth
19 in a written rental agreement, attorney fees and court costs. After a
20 judgment has been entered in a special detainer action in favor of the
21 landlord, any reinstatement of the rental agreement is solely in the
22 discretion of the landlord.

23 C. The landlord may recover all reasonable damages resulting from
24 noncompliance by the tenant with the rental agreement or section 33-1341
25 or occupancy of the dwelling unit, court costs, reasonable attorney fees
26 and all quantifiable damage caused by the tenant to the premises.

27 D. The landlord may discontinue utility services provided by the
28 landlord on the day following the day that a writ of restitution or
29 execution is executed pursuant to section 12-1181. Disconnections shall
30 be performed only by a person authorized by the utility whose service is
31 being discontinued. This section does not supersede standard tariff and
32 operational procedures that apply to any public service corporation,
33 municipal corporation or special districts providing utility services in
34 this state.

35 E. On the day following the day that a writ of restitution or
36 execution is executed pursuant to section 12-1181, the landlord shall
37 comply with section 33-1370, subsections D, E, F, G, H and I regarding the
38 tenant's personal property.

39 F. For the purposes of this chapter, the tenant shall be held
40 responsible for the actions of the tenant's guests that violate the lease
41 agreement or rules or regulations of the landlord if the tenant could
42 reasonably be expected to be aware that such actions might occur and did
43 not attempt to prevent those actions to the best of the tenant's ability.

1 G. NOTWITHSTANDING ANY OTHER STATUTE, FOR ANY TENANT WHO HAS
2 MAINTAINED A TENANCY OF TWELVE MONTHS OR MORE, A LANDLORD MAY ONLY
3 TERMINATE THE RENTAL AGREEMENT OR REFUSE TO RENEW THE RENTAL AGREEMENT IF
4 ANY OF THE FOLLOWING OCCURS:

- 5 1. THE TENANT FAILS TO PAY RENT.
- 6 2. THE TENANT MATERIALLY BREACHES THE RENTAL AGREEMENT.
- 7 3. THE LANDLORD OR THE LANDLORD'S SPOUSE, GRANDPARENT, CHILD OR
8 GRANDCHILD IS TO RESIDE IN THE RENTAL PROPERTY OR THE LANDLORD REMOVES THE
9 RENTAL PROPERTY FROM THE RENTAL MARKET. FOR ANY TERMINATION PURSUANT TO
10 THIS PARAGRAPH, THE LANDLORD SHALL WAIVE ONE MONTH OF THE TENANT'S RENT OR
11 SHALL PROVIDE TO THE TENANT ONE MONTH'S RENT AS RELOCATION ASSISTANCE.

12 ~~G.~~ H. For the purposes of this section, "days" means calendar
13 days.