

REFERENCE TITLE: landlord tenant; early termination; violence

State of Arizona
Senate
Fifty-sixth Legislature
First Regular Session
2023

SB 1644

Introduced by
Senators Burch: Diaz, Gonzales, Hernandez, Marsh, Sundareshan

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 landlord may also request a receipt or signed statement that
21 the order of protection has been submitted to an authorized officer of a
22 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 3. A COPY OF A WRITTEN STATEMENT FROM A QUALIFIED THIRD PARTY THAT
27 STATES THAT THE TENANT NOTIFIED THE QUALIFIED THIRD PARTY THAT THE TENANT
28 WAS A VICTIM OF DOMESTIC VIOLENCE OR SEXUAL ASSAULT. FOR THE PURPOSES OF
29 THIS PARAGRAPH, "QUALIFIED THIRD PARTY" INCLUDES:

30 1. A PHYSICIAN WHO IS LICENSED PURSUANT TO TITLE 32, CHAPTER 13
31 OR 7.

32 2. A PSYCHIATRIST WHO IS LICENSED TO PRACTICE MEDICINE PURSUANT TO
33 TITLE 32, CHAPTER 13 OR 17 AND WHO IS CERTIFIED BY THE AMERICAN BOARD OF
34 PSYCHIATRY AND NEUROLOGY OR THE AMERICAN OSTEOPATHIC BOARD OF NEUROLOGY
35 AND PSYCHIATRY.

36 3. A PSYCHOLOGIST WHO IS LICENSED PURSUANT TO TITLE 32, CHAPTER
37 19.1.

38 4. A SOCIAL WORKER WHO IS LICENSED PURSUANT TO TITLE 32,
39 CHAPTER 33.

40 5. A REGISTERED NURSE WITH A MASTER'S DEGREE IN PSYCHIATRIC NURSING
41 AND WHO IS LICENSED PURSUANT TO TITLE 32, CHAPTER 15 OR A REGISTERED NURSE
42 PRACTITIONER WHO IS LICENSED PURSUANT TO TITLE 32, CHAPTER 15 AND WHOSE
43 POPULATION FOCI INCLUDE PSYCHIATRIC-MENTAL HEALTH.

44 6. A MARRIAGE OR FAMILY THERAPIST OR PROFESSIONAL COUNSELOR WHO IS
45 LICENSED PURSUANT TO TITLE 32, CHAPTER 33.

1 7. A PERSON WHO IS EMPLOYED BY OR DIRECTS AN AGENCY OR OTHER
2 SERVICE PROVIDER THAT ADVISES PERSONS REGARDING DOMESTIC OR SEXUAL
3 VIOLENCE OR REFERS THEM TO PERSONS, AGENCIES OR OTHER SERVICE PROVIDERS TO
4 ASSIST THEM REGARDING DOMESTIC OR SEXUAL VIOLENCE.

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

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

15 D. If the tenant terminates the rental agreement as prescribed by
16 this section and if the tenant is solely or jointly liable on the rental
17 agreement, the tenant is liable only for rent owed or paid through the
18 date of the lease termination plus any previous obligations outstanding on
19 that date. The amount due from the tenant shall be paid to the landlord
20 on or before the date the tenant vacates the dwelling. If the tenant has
21 prepaid rent that would apply for the month in which the lease is
22 terminated, the landlord may retain the prepaid rent and no refund is due
23 to the tenant. If the tenant has paid a security deposit pursuant to
24 section 33-1321, the landlord shall not withhold the security deposit for
25 the early termination of the lease if the tenant meets the requirements
26 prescribed by subsection A of this section, but may withhold the security
27 deposit for payment of damages that the landlord suffered by reason of the
28 tenant's noncompliance with section 33-1341.

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

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

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

41 G. A landlord shall refuse to provide access to the dwelling to
42 reclaim property to any tenant if the tenant is the person named in an
43 order of protection or a departmental report pursuant to subsection A of
44 this section who has been served with an order of protection naming that
45 tenant as the defendant and the landlord has received a copy of the order

1 of protection, unless a law enforcement officer escorts the tenant into
2 and out of the dwelling.

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

7 I. A person named in an order of protection or a departmental
8 report pursuant to subsection A of this section who provokes an early
9 lease termination under this section is deemed to have interfered with the
10 residential rental agreement between the landlord and tenant regardless of
11 whether the person named in an order of protection or a departmental
12 report pursuant to subsection A of this section is a party to the rental
13 agreement, and the person named in an order of protection or a
14 departmental report pursuant to subsection A of this section may be
15 civilly liable for all economic losses incurred by a landlord for the
16 domestic violence or sexual assault early lease termination. This civil
17 liability includes unpaid rent, early lease termination fees, costs to
18 repair damage to the premises and any reductions or waivers of rent
19 previously granted to the tenant who was the victim of domestic violence
20 or sexual assault.

21 J. If there are multiple tenants who are parties to a rental
22 agreement that has been terminated under this section, the tenancy for
23 those tenants also terminates. The tenants who are not the victims of
24 domestic violence or sexual assault, excluding the person named in an
25 order of protection or a departmental report pursuant to subsection A of
26 this section that caused the termination of the lease pursuant to this
27 section, may be released from any financial obligations due under the
28 previously existing rental agreement and the remaining tenants may be
29 allowed to enter into a new lease with the landlord if the tenants meet
30 all current application requirements.

31 K. An emergency order of protection or a protective order that is
32 issued to a resident of a rental property automatically applies to the
33 entire residential rental property in which the tenant has a rental
34 agreement.

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

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