

REFERENCE TITLE: evictions; notice; time frame

State of Arizona
House of Representatives
Fifty-sixth Legislature
Second Regular Session
2024

HB 2895

Introduced by
Representatives Hernandez M: Blattman, De Los Santos, Gutierrez, Mathis,
Quiñonez, Wilmeth

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 quests; definition

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

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

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

22 If there is a noncompliance by the tenant with section 33-1341 materially
23 affecting health and safety, the landlord may deliver a written notice to
24 the tenant specifying the acts and omissions constituting the breach and
25 that the rental agreement will terminate on a date not less than five days
26 after receipt of the notice if the breach is not remedied in five
27 days. However, if the breach is remediable by repair or the payment of
28 damages or otherwise, and the tenant adequately remedies the breach before
29 the date specified in the notice, the rental agreement will not terminate.
30 If there is an additional act of these types of noncompliance of the same
31 or a similar nature during the term of the lease after the previous remedy
32 of noncompliance, the landlord may institute a special detainer action
33 pursuant to section 33-1377 ten days after delivery of a written notice
34 advising the tenant that a second noncompliance of the same or a similar
35 nature has occurred. If there is a breach that is both material and
36 irreparable and that occurs on the premises, which may include an illegal
37 discharge of a weapon, homicide as prescribed in sections 13-1102,
38 13-1103, 13-1104 and 13-1105, prostitution as defined in section 13-3211,
39 criminal street gang activity as prescribed in section 13-105, activity as
40 prohibited in section 13-2308, the unlawful manufacturing, selling,
41 transferring, possessing, using or storing of a controlled substance as
42 defined in section 13-3451, threatening or intimidating as prohibited in
43 section 13-1202, assault as prohibited in section 13-1203, acts that have
44 been found to constitute a nuisance pursuant to section 12-991 or a breach
45 of the lease agreement that otherwise jeopardizes the health, safety and

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

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

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

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

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

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

43 G. For the purposes of this section, "days" means calendar days.