

REFERENCE TITLE: mobile homes; recreational vehicles; parks

State of Arizona
House of Representatives
Fifty-first Legislature
First Regular Session
2013

HB 2335

Introduced by
Representative Montenegro

AN ACT

AMENDING SECTIONS 33-1452 AND 33-2132, ARIZONA REVISED STATUTES; RELATING TO
MOBILE HOME PARKS AND RECREATIONAL VEHICLE PARKS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 33-1452, Arizona Revised Statutes, is amended to
3 read:

4 33-1452. Rules and regulations

5 A. A landlord shall adopt written rules or regulations, however
6 described, concerning the tenant's use and occupancy of the premises. Such
7 rules or regulations are enforceable against the tenant only if:

8 1. Their purpose is to promote the convenience, safety or welfare of
9 the tenants on the premises, preserve the landlord's property from abusive
10 use, preserve or upgrade the quality of the mobile home park or make a fair
11 distribution of services and facilities held out for the tenants generally.

12 2. They are reasonably related to the purpose for which adopted.

13 3. They apply to all tenants on the premises in a fair manner.

14 4. They are sufficiently explicit in prohibition, direction or
15 limitation of the tenant's conduct to fairly inform the tenant of what must
16 or must not be done to comply.

17 5. They are not for the purpose of evading the obligations of the
18 landlord.

19 6. The prospective tenant has a copy of the current rules and
20 regulations before the prospective tenant enters into the rental agreement.

21 B. A new tenant who brings a mobile home into a mobile home park or
22 who purchases an existing mobile home in a mobile home park shall comply with
23 all current statements of policy and rules or regulations, including those
24 pertaining to the size, condition and appearance of the mobile home, and
25 exterior materials with which the mobile home has been constructed.

26 C. A new tenant who purchases an existing mobile home in a mobile home
27 park shall comply with all current statements of policy and rules and
28 regulations, including those pertaining to the size, condition and appearance
29 of the mobile home and exterior materials with which the mobile home has been
30 constructed, except that the landlord shall not require the replacement of
31 the siding and skirting on a mobile home unless the replacement siding and
32 skirting will significantly change or improve the appearance of the mobile
33 home.

34 D. If any mobile home park owner adds, changes, deletes or amends any
35 rule, notice in writing of all such additions, changes, deletions or
36 amendments shall be furnished to all mobile home tenants thirty days before
37 they become effective by first class or certified mail. Any rule or
38 condition of occupancy which is unfair and deceptive or which does not
39 conform to the requirements of this chapter shall be unenforceable. A rule
40 or regulation adopted after the tenant enters into the rental agreement is
41 enforceable against the tenant only if it does not work a substantial
42 modification of the rental agreement.

43 E. A person who owns or operates a mobile home park shall not:

1 1. Deny rental unless the mobile home does not meet the requirements
2 of the rules and regulations of the landlord and the statements of policy
3 prescribed pursuant to section 33-1436 or the park resident or prospective
4 resident cannot conform to park rules and regulations.

5 2. Require any person as a precondition to renting, leasing or
6 otherwise occupying a space for a mobile home in a mobile home park to pay an
7 entrance or exit fee of any kind unless for services actually rendered or
8 pursuant to a written agreement.

9 3. Deny any resident of a mobile home park the right to sell the
10 resident's mobile home at a price of the resident's own choosing during the
11 term of the tenant's rental agreement, but the landlord may reserve the right
12 to approve the purchaser of such mobile home as a tenant but such permission
13 may not be unreasonably withheld, except that the landlord may require,
14 notwithstanding paragraph 6 of this subsection, in order to preserve or
15 upgrade the quality of the mobile home park, that any mobile home not in
16 compliance with the landlord's current rules and regulations and statements
17 of policy, in a rundown condition or in disrepair be removed from the park
18 within sixty days. Within ten days of a written request by the seller or
19 prospective purchaser, a landlord shall notify the seller and the prospective
20 purchaser in writing of any reasons for withholding approval of a purchaser
21 pursuant to this paragraph. The notice to the prospective purchaser shall
22 identify the reasons for disapproval with reasonable specificity. The notice
23 to the seller shall identify the reasons in summary fashion consistent with
24 applicable federal and state consumer protection laws and shall inform the
25 seller that the seller should consult with the prospective purchaser for more
26 specific details.

27 4. Exact a commission or fee with respect to the price realized by the
28 tenant selling the mobile home, unless the park owner or operator has acted
29 as agent for the mobile home owner pursuant to a written agreement.

30 5. Require a tenant or prospective tenant to use any specific sales
31 agency, manufacturer, retailer or broker.

32 6. Notwithstanding section 33-1436, subsection C, require an existing
33 tenant to furnish permanent improvements which cannot be removed without
34 damage thereto or to the mobile home space by a tenant at the expiration of
35 the rental agreement. If the landlord includes any requirements for
36 permanent improvements in the rules or statements of policy, these
37 requirements shall not apply to any mobile home already existing in the
38 mobile home park.

39 7. Prohibit a tenant from advertising the sale or exchange of the
40 tenant's mobile home, including the display of a "for sale" or "open house"
41 sign on the dwelling or in the window of the mobile home stating the name,
42 address and telephone number of the owner or agent of the mobile home. The
43 sign may be no larger than twelve inches wide and eighteen inches long. In
44 addition to the display of a sign in the window, the tenants may display the

1 signs on a central posting board in the park which is reasonably accessible
2 to the public seven days a week during daylight hours.

3 F. The landlord or manager of a mobile home park shall include, in
4 rules and regulations, an emergency number to be called when the park is left
5 unattended, regardless of the size of the park.

6 G. The landlord shall not prohibit ~~OR ADOPT A RULE THAT PROHIBITS~~
7 ~~TENANTS OR A RESIDENT OR TENANT ASSOCIATION FROM MEETING WITH PERMISSION OF~~
8 ~~THE TENANT IN THE TENANT'S MOBILE HOME IN THE PARK, ASSEMBLING AT COMMON~~
9 ~~FACILITIES OR AREAS WITHIN THE PARK OR meetings of tenants~~ MEETING with or
10 without invited visiting speakers in the mobile home park TO DISCUSS ISSUES
11 relating to mobile home living ~~and affairs in the park community or~~
12 ~~recreational hall if such meetings are held at reasonable hours and when the~~
13 ~~facility is not otherwise in use.~~ WHICH MAY INCLUDE THE FORMATION OF AND
14 PARTICIPATION IN A RESIDENT ASSOCIATION. THE LANDLORD MAY ADOPT WRITTEN
15 RULES THAT SET REASONABLE LIMITS AS TO THE TIME AND PLACE FOR MEETINGS IN THE
16 PARK, BUT ANY RULES MUST ALLOW ACCESS TO THE MOBILE HOME PARK AND ITS COMMON
17 FACILITIES DURING THE MAJORITY OF THE PARK'S CUSTOMARY WAKING HOURS.
18 NOTWITHSTANDING ANY RULES ADOPTED IN THE PARK, MEETINGS AND OTHER SIMILAR
19 ACTIVITIES PRESCRIBED IN THIS SUBSECTION ARE DEEMED NOT TO CONSTITUTE A
20 SOLICITATION. FOR THE PURPOSES OF THIS SUBSECTION, "COMMON FACILITIES" MEANS
21 MEETING ROOMS, CLUBHOUSES, COMMUNITY CENTERS AND ANY OTHER BUILDINGS, ROOMS
22 OR AREAS IN THE PARK THAT ARE SHARED BY THE TENANTS.

23 H. Any improvements made by a tenant such as plants, vines, edgings,
24 gravel, stone or other additions made for the benefit of the tenancy may be
25 removed by the tenant, or by agreement of both parties the landlord may
26 retain the improvements by paying the tenant for their actual cost.

27 I. If a tenant dies, any surviving joint tenant or cotenant continues
28 as tenant with the same rights, privileges and liabilities as if the
29 surviving tenant were the original tenant, with the additional right to
30 terminate the rental agreement by giving sixty days' written notice to the
31 landlord within sixty days after the death of the tenant.

32 J. If a tenant who was sole owner of the mobile home dies during the
33 term of the rental agreement, the tenant's heirs or legal representative have
34 the right to cancel the lease by giving thirty days' written notice to the
35 landlord with the same rights, privileges and liabilities of the original
36 tenant.

37 K. This section does not prohibit a landlord from requiring removal of
38 a mobile home from the mobile home park within sixty days after the sale by a
39 tenant if the mobile home does not meet the current requirements of the rules
40 and regulations and statements of policy, including those pertaining to the
41 size, condition and appearance of the mobile home, and exterior materials
42 with which the mobile home has been constructed.

43 L. On the sale of a mobile home that was manufactured after June 15,
44 1976 to a tenant who is otherwise qualified for tenancy, a landlord shall not
45 require removal of that mobile home from the mobile home park solely because

1 of the age of the mobile home. A landlord may require the removal of a
2 mobile home on the sale of the mobile home solely because of the age of the
3 mobile home if the mobile home was manufactured on or before June 15,
4 1976. This subsection shall not be construed to preclude a landlord from
5 prohibiting a mobile home from being moved into a mobile home park solely
6 because of the age of the mobile home without regard to its date of
7 manufacture.

8 Sec. 2. Section 33-2132, Arizona Revised Statutes, is amended to read:
9 33-2132. Rules

10 A. A landlord shall adopt written rules, however described, concerning
11 the tenant's use and occupancy of the premises. Rules are enforceable
12 against the tenant only if:

13 1. They apply to all tenants on the premises in a fair manner.

14 2. They are sufficiently explicit in prohibition, direction or
15 limitation of the tenant's conduct to fairly inform the tenant of what the
16 tenant must or must not do to comply.

17 3. They are not for the purpose of evading the obligations of the
18 landlord.

19 4. The prospective tenant has a copy of the current rules before
20 entering into the rental agreement.

21 B. If the owner or agent adds, changes, deletes or amends any rule,
22 the owner or agent shall provide notice in writing of all additions, changes,
23 deletions or amendments to all tenants thirty days before they become
24 effective. Any rule or condition of occupancy that is unfair and deceptive
25 or that does not conform to the requirements of this chapter is
26 unenforceable. A rule adopted after the tenant enters into the rental
27 agreement is enforceable against the tenant only if the rule does not
28 substantially modify the rental agreement. For purposes of this subsection,
29 notice shall be by personal delivery or mailed by first class or certified
30 mail.

31 C. A landlord shall not:

32 1. Deny rental unless the prospective resident cannot conform to park
33 rules. A landlord is not required to enter into an initial recreational
34 vehicle space agreement in excess of one hundred seventy-nine days.

35 2. Charge an exit fee to a tenant whose rental agreement has expired.

36 3. Require a person as a precondition to renting, leasing or otherwise
37 occupying a recreational vehicle space in a recreational vehicle or mobile
38 home park to pay an entrance or exit fee, unless the fee is for services that
39 are actually rendered or pursuant to a written agreement.

40 4. Deny any resident of a recreational vehicle park the right to sell
41 the recreational vehicle at a price of the resident's own choosing during the
42 term of the tenant's rental agreement, but the landlord may reserve the right
43 to approve the purchaser of the recreational vehicle as a tenant. This
44 permission shall not be unreasonably withheld, except that the landlord may
45 require, in order to preserve or upgrade the quality of the recreational

1 vehicle park, that any recreational vehicle not compatible with the other
2 recreational vehicles in the park, in a rundown condition or in disrepair be
3 removed from the park within sixty days. Within ten days of a written
4 request by the seller or prospective purchaser, a landlord shall notify the
5 seller and the prospective purchaser in writing of any reasons for
6 withholding approval of a purchase pursuant to this paragraph. The notice to
7 the prospective purchaser shall identify the reasons for disapproval with
8 reasonable specificity. The notice to the seller shall identify the reasons
9 in summary fashion consistent with applicable federal and state consumer
10 protection laws and shall inform the seller that the seller should consult
11 with the prospective purchaser for more specific details.

12 5. Require an existing tenant to furnish permanent improvements that
13 cannot be removed without damage to the improvements or to the recreational
14 vehicle space by a tenant at the expiration of the rental agreement.

15 6. Prohibit a tenant from advertising the sale or exchange of the
16 tenant's recreational vehicle, including the display of a for sale or open
17 house sign on the recreational vehicle or in the window of the recreational
18 vehicle stating the name and contact information of the owner or agent of the
19 recreational vehicle. In addition, a tenant may display a sign on a central
20 posting board in the park that is reasonably accessible to the public seven
21 days a week during daylight hours.

22 7. Require a tenant or prospective tenant to use any specific sales
23 agency, manufacturer, retailer or broker.

24 ~~D.~~ THE LANDLORD SHALL NOT PROHIBIT OR ADOPT A RULE THAT PROHIBITS
25 TENANTS OR A RESIDENT OR TENANT ASSOCIATION FROM MEETING WITH PERMISSION OF
26 THE TENANT IN THE TENANT'S RECREATIONAL VEHICLE IN THE PARK, ASSEMBLING AT
27 COMMON FACILITIES OR AREAS WITHIN THE PARK OR MEETING WITH OR WITHOUT INVITED
28 SPEAKERS IN THE PARK TO DISCUSS ISSUES RELATING TO RECREATIONAL VEHICLE OR
29 MOBILE HOME LIVING, WHICH MAY INCLUDE THE FORMATION OF AND PARTICIPATION IN A
30 RESIDENT ASSOCIATION. THE LANDLORD MAY ADOPT WRITTEN RULES THAT SET
31 REASONABLE LIMITS AS TO THE TIME AND PLACE FOR MEETINGS IN THE PARK, BUT ANY
32 RULES MUST ALLOW ACCESS TO THE PARK AND ITS COMMON FACILITIES DURING THE
33 MAJORITY OF THE PARK'S CUSTOMARY WAKING HOURS. NOTWITHSTANDING ANY RULES
34 ADOPTED IN THE PARK, MEETINGS AND OTHER SIMILAR ACTIVITIES PRESCRIBED IN THIS
35 SUBSECTION ARE DEEMED NOT TO CONSTITUTE A SOLICITATION. FOR THE PURPOSES OF
36 THIS SUBSECTION, "COMMON FACILITIES" MEANS MEETING ROOMS, CLUBHOUSES,
37 COMMUNITY CENTERS AND ANY OTHER BUILDINGS, ROOMS OR AREAS IN THE PARK THAT
38 ARE SHARED BY THE TENANTS.

39 ~~D.~~ E. If a tenant dies, any surviving joint tenant or cotenant
40 continues as tenant with the same rights, privileges and liabilities as if
41 the surviving tenant were the original tenant.

42 ~~E.~~ F. A new tenant who brings a recreational vehicle into a park or
43 who purchases an existing recreational vehicle or mobile home shall comply
44 with all rules then in effect.

1 ~~F.~~ G. A resident may have one person who is at least eighteen years
2 of age occupy the recreational vehicle on a temporary basis to provide
3 necessary live-in health care to the resident pursuant to a written treatment
4 plan prepared by the resident's physician. The landlord may require the
5 resident to provide a written renewal of the physician's treatment plan every
6 six months. The landlord shall not charge a fee for the person rendering
7 care. The person rendering care has no rights of tenancy. Any agreement
8 between the resident and the person rendering care does not modify the rental
9 agreement between the landlord and tenant. The person rendering care shall
10 comply with the rules of the park.