

REFERENCE TITLE: RV parks; mobile homes; education

State of Arizona
House of Representatives
Fifty-seventh Legislature
Second Regular Session
2026

HB 2199

Introduced by
Representative Bliss

AN ACT

AMENDING SECTIONS 33-1409, 33-1476.02 AND 33-2102, ARIZONA REVISED STATUTES; AMENDING TITLE 33, CHAPTER 19, ARTICLE 2, ARIZONA REVISED STATUTES, BY ADDING SECTION 33-2124; AMENDING SECTIONS 33-2132 AND 33-2144, ARIZONA REVISED STATUTES; RELATING TO RENTAL PARKS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

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

2 Section 1. Section 33-1409, Arizona Revised Statutes, is amended to
3 read:

4 33-1409. Definitions

5 In this chapter, unless the context otherwise requires:

6 1. "Action" includes recoupment, counterclaim, setoff, suit in
7 equity and any other proceeding in which rights are determined, including
8 an action for possession.

9 2. "Anniversary date" means an annual date applying to all tenants
10 stated in the rental agreement on which the landlord may adjust the amount
11 of rent.

12 3. "Appurtenances" means awnings, sheds, porches and other
13 attachments to the mobile home.

14 4. "Building and housing codes" includes any law, ordinance or
15 governmental regulation concerning fitness for habitation, or the
16 construction, maintenance, operation, occupancy, use or appearance of any
17 premises, dwelling unit or mobile home space.

18 5. "Change in use" means either of the following:

19 (a) A change in the use of land from the rental of mobile home
20 spaces in a mobile home park to some other use.

21 (b) The redevelopment of the mobile home park.

22 ~~6. "Compatible" means a mobile home that is in a similar condition
23 as the majority of the other mobile homes in the mobile home park, as
24 determined by the maintenance, condition and overall appearance of the
25 mobile home.~~

26 ~~7.~~ 6. "Director" means the director of the Arizona department of
27 housing.

28 ~~8.~~ 7. "Dwelling unit" excludes real property used to accommodate a
29 mobile home.

30 ~~9.~~ 8. "Educational program" means a class, workshop or educational
31 convention that primarily instructs attendees on issues dealing with the
32 operation of a mobile home park, **INCLUDING INFORMATION REGARDING THE**
33 **ARIZONA MOBILE HOME PARKS RESIDENTIAL LANDLORD AND TENANT ACT**, and that is
34 sponsored by a nonprofit organization whose sole or primary ~~purpose is~~
35 **PURPOSES INCLUDE** the advocacy and promotion of the rental mobile home
36 parks industry.

37 ~~10.~~ 9. "Fund" means the mobile home relocation fund.

38 ~~11.~~ 10. "Good faith" means honesty in fact in the conduct or
39 transaction concerned.

40 ~~12.~~ 11. "Guest" means a nonresident, over and above the occupancy
41 limit set for the resident's space under the terms of the rental agreement
42 or by park rules, of a mobile home park who stays at the home of a person
43 with constructive possession of the home with the consent of the resident
44 for one or more nights and not more than thirty days in any twelve-month
45 period.

1 ~~13.~~ 12. "Landlord" means EITHER OF THE FOLLOWING:
2 (a) The owner, lessor, sublessor or operator, or any combination
3 thereof, of a mobile home park. ~~and it also means~~
4 (b) A manager of the premises who fails to disclose as required by
5 section 33-1432.
6 ~~14.~~ 13. "Mobile home":
7 (a) Means either of the following:
8 (i) A residential structure that was manufactured on or before
9 June 15, 1976, that is transportable in one or more sections, eight feet
10 or more in body width, over thirty feet in body length with the hitch,
11 built on an integral chassis, designed to be used as a dwelling when
12 connected to the required utilities and not originally sold as a travel
13 trailer or recreational vehicle and that includes the plumbing, heating,
14 air conditioning and electrical systems in the structure.
15 (ii) A manufactured home built after June 15, 1976, originally
16 bearing an appropriate insignia of approval issued by the United States
17 department of housing and urban development.
18 (b) Does not include either of the following:
19 (i) A recreational vehicle such as a motor home, camping trailer,
20 van, fifth wheel trailer or other type of recreational vehicle.
21 (ii) A structure known as a park model trailer that is a structure
22 built on a single chassis, mounted on wheels and designed to be connected
23 to the utilities necessary for the operation of installed fixtures and
24 appliances and that has a gross interior area of not less than three
25 hundred twenty square feet and not more than four hundred square feet when
26 prepared for occupancy.
27 ~~15.~~ 14. "Mobile home park" means any parcel of land that contains
28 four or more mobile home spaces.
29 ~~16.~~ 15. "Mobile home space" means a parcel of land for rent that
30 has been designed to accommodate a mobile home and provide the required
31 sewer and utility connections.
32 ~~17.~~ 16. "Moving expenses" means the cost incurred by the tenant
33 whose mobile home is moved for taking down, transporting and setting up
34 the mobile home with the identical, or substantially similar, improvements
35 as were attached to the tenant's mobile home on the mobile home space from
36 which it was removed but does not include the cost of landscaping or the
37 cost of utility lines, trenching or utility connections located in excess
38 of twenty-five feet from the point of hookup on the mobile home.
39 ~~18.~~ 17. "Organization" includes a corporation, limited liability
40 company, government, governmental subdivision or agency, business trust,
41 estate, trust, partnership or association, two or more persons having a
42 joint or common interest and any other legal or commercial entity that is
43 a landlord, owner, manager or designated agent pursuant to section
44 33-1432.

1 ~~19.~~ 18. "Owner":
2 (a) Means one or more persons, jointly or severally, in whom is
3 vested all or part of the legal title to property or all or part of the
4 beneficial ownership and a right to present use and enjoyment of the
5 premises.
6 (b) Includes a mortgagee in possession.
7 ~~20.~~ 19. "Park manager" OR "MANAGER" means the person who is
8 primarily responsible for the day-to-day operation of a mobile home park.
9 ~~21.~~ 20. "Person" includes a company, partnership or firm as well
10 as a natural person.
11 ~~22.~~ 21. "Premises" means the mobile home park and its existing
12 facilities and appurtenances, including furniture and utilities where
13 applicable, and grounds, areas and existing facilities held out for the
14 use of tenants generally or whose use is promised to the tenant.
15 ~~23.~~ 22. "Prospective tenant" means a person who desires to become
16 a tenant.
17 ~~24.~~ 23. "Redevelopment of the mobile home park" means that the
18 spaces being redeveloped shall remain vacant for at least one hundred
19 eighty days after the effective date of all change in use notices that are
20 given to the tenants and either of the following applies:
21 (a) A minimum of twenty-five percent of the spaces in the park, in
22 groups of at least five contiguous spaces, are being changed into an
23 upgraded mobile home park.
24 (b) A minimum of twenty-five of the total number of spaces in the
25 park, in groups of at least five contiguous spaces, are being changed into
26 an upgraded mobile home park.
27 ~~25.~~ 24. "Rent" means payments to be made to the landlord or
28 designated agent in full consideration for the rented premises.
29 ~~26.~~ 25. "Rental agreement" means leases or agreements and valid
30 rules adopted under section 33-1452 embodying the terms and conditions
31 concerning the use and occupancy of a mobile home space and premises, and
32 includes month-to-month tenancies that arise out of the expiration of a
33 written rental agreement pursuant to section 33-1413.
34 ~~27.~~ 26. "Resident":
35 (a) Means a person entitled under a rental agreement to occupy a
36 mobile home space to the exclusion of others. ~~and~~
37 (b) Does not include a person rendering necessary care or services
38 under section 33-1413.03.
39 ~~28.~~ 27. "Security" or "security deposit" means any refundable
40 money or property given to assure payment or performance under a rental
41 agreement.
42 ~~29.~~ 28. "Tenant" means a person signing a rental agreement or
43 otherwise agreeing with a landlord for the occupancy of a mobile home
44 space.

1 ~~30-~~ 29. "Visitor" means a nonresident of a mobile home park who
2 stays at the home of a resident with the consent of the resident but does
3 not stay overnight.

4 Sec. 2. Section 33-1476.02, Arizona Revised Statutes, is amended to
5 read:

6 33-1476.02. Mobile home relocation fund; investment of monies

7 A. The mobile home relocation fund is established consisting of
8 monies collected pursuant to sections 33-1476.03 and 33-2151 and any
9 surcharge collected pursuant to ~~section~~ SECTIONS 33-1437 AND 33-2124. The
10 director shall administer the fund.

11 B. Fund monies shall be used as prescribed in sections 33-1476.04
12 and 41-4008 and to pay premiums and other costs of purchasing, from a
13 private insurer who is licensed to transact insurance business in this
14 state, insurance coverage for tenant relocation costs due to a change in
15 use as prescribed in sections 33-1476.01, 33-1476.05, 33-2149 and
16 33-2150. Any insurance rebates shall be deposited in the fund. If such
17 insurance is not available, or if the insurance costs exceed the amount
18 available from the fund, the fund shall be used to make direct payments
19 for tenant relocation costs. Monies in the fund in excess of the amount
20 required for these purposes shall be used, as necessary, to support the
21 Arizona department of housing's administration of the hearing function
22 pursuant to section 41-4062 and the Arizona department of housing's
23 administration of section 33-1437, subsection C.

24 C. On notice from the director, the state treasurer shall invest
25 and divest monies in the fund as provided by section 35-313, and monies
26 earned from investment shall be credited to the fund. Any unexpended and
27 unencumbered monies remaining in the fund at the end of the fiscal year do
28 not revert to the state general fund but remain in the fund, separately
29 accounted for, as a contingency reserve.

30 D. The director shall adopt, amend or repeal rules pursuant to
31 title 41, chapter 6 for the administration of the fund. Fund monies shall
32 be paid to the Arizona department of housing to offset the costs of
33 administering the fund, including the direct and indirect costs of
34 processing applications for reimbursement submitted under section 41-4008
35 and administering the direct and indirect costs of section 33-1437,
36 subsection C. The attorney general shall review the costs charged to the
37 fund.

38 Sec. 3. Section 33-2102, Arizona Revised Statutes, is amended to
39 read:

40 33-2102. Definitions

41 In this chapter, unless the context otherwise requires:

42 1. "Action" includes recoupment, counterclaim, setoff, suit in
43 equity and any other proceeding in which rights are determined, including
44 an action for possession.

1 2. "Appurtenances" means awnings, sheds, porches and other
2 attachments to the recreational vehicle.

3 3. "Change in use" means a change in the use of land from the
4 rental of recreational vehicle spaces in a recreational vehicle park to
5 some other use.

6 4. "Compatible" means a recreational vehicle that is in a similar
7 condition as the majority of the other recreational vehicles in the
8 recreational vehicle park, as determined by the maintenance, condition and
9 overall appearance of the recreational vehicle.

10 5. "DIRECTOR" MEANS THE DIRECTOR OF THE ARIZONA DEPARTMENT OF
11 HOUSING.

12 6. "EDUCATIONAL PROGRAM" MEANS A CLASS, WORKSHOP OR EDUCATIONAL
13 CONVENTION THAT PRIMARILY INSTRUCTS ATTENDEES ON ISSUES DEALING WITH THE
14 OPERATION OF A MOBILE HOME PARK OR RECREATIONAL VEHICLE PARK, INCLUDING
15 INFORMATION REGARDING THE RECREATIONAL VEHICLE LONG-TERM RENTAL SPACE ACT,
16 AND THAT IS SPONSORED BY A NONPROFIT ORGANIZATION WHOSE PRIMARY PURPOSES
17 INCLUDE THE ADVOCACY AND PROMOTION OF THE RENTAL MOBILE HOME OR
18 RECREATIONAL VEHICLE PARKS INDUSTRY.

19 ~~5.~~ 7. "Factory-built building":

20 (a) Means a residential or nonresidential building, including a
21 dwelling unit or habitable room of the building, that is either wholly or
22 in substantial part manufactured at an off-site location to be assembled
23 on site. ~~, except that it~~

24 (b) Does not include a manufactured home, recreational vehicle or
25 mobile home as defined in section 41-4001.

26 ~~6.~~ 8. "Good faith" means honesty in fact in the conduct or
27 transaction concerned.

28 ~~7.~~ 9. "Guest" means a nonresident of a recreational vehicle park,
29 over and above the limit set for the resident's space under the terms of
30 the rental agreement or by park rules, who stays at the home of a person
31 with constructive possession of the home with the consent of the resident
32 for one or more nights and not more than fourteen days in any ~~twelve month~~
33 TWELVE-MONTH period.

34 ~~8.~~ 10. "Landlord" means:

35 (a) The owner, lessor, sublessor or operator, or any combination of
36 these persons, of a recreational vehicle park.

37 (b) A manager of the premises.

38 ~~9.~~ 11. "Mobile home" means either of the following:

39 (a) A residential structure that was manufactured on or before
40 June 15, 1976, that is transportable in one or more sections, eight feet
41 or more in body width, over thirty feet in body length with the hitch,
42 built on an integral chassis, designed to be used as a dwelling when
43 connected to the required utilities and not originally sold as a travel
44 trailer or recreational vehicle and that includes the plumbing, heating,
45 air conditioning and electrical systems in the structure.

1 (b) A manufactured home built after June 15, 1976, originally
2 bearing an appropriate insignia of approval issued by the United States
3 department of housing and urban development.

4 ~~10.~~ 12. "Mobile home park" means any parcel of land that contains
5 four or more mobile home spaces and two or more recreational vehicle
6 spaces.

7 ~~11.~~ 13. "Mobile home space" means a parcel of land for rent that
8 has been designed to accommodate a mobile home and provide the required
9 sewer and utility connections.

10 ~~12.~~ 14. "Notice" means delivery by hand or mailed by registered or
11 certified mail to the last known address of the landlord or tenant. If
12 notice is mailed by registered or certified mail, the landlord or tenant
13 is deemed to have received the notice on the date the notice is actually
14 received or five days after the date the notice is mailed, whichever
15 occurs first.

16 ~~13.~~ 15. "Organization" includes a corporation, government,
17 governmental subdivision or agency, business trust, estate, trust,
18 partnership or association, two or more persons having a joint or common
19 interest and any other legal or commercial entity that is a landlord,
20 owner, manager or designated agent.

21 16. "PARK MANAGER", "MANAGER" OR "OPERATOR" MEANS THE PERSON WHO IS
22 PRIMARILY RESPONSIBLE FOR THE DAY-TO-DAY OPERATION OF A MOBILE HOME PARK
23 OR RECREATIONAL VEHICLE PARK.

24 ~~14.~~ 17. "Owner":

25 (a) Means one or more persons, jointly or severally, in whom is
26 vested all or part of the legal title to property or all or part of the
27 beneficial ownership and a right to present use and enjoyment of the
28 premises. ~~Owner~~

29 (b) Includes a mortgagee in possession.

30 ~~15.~~ 18. "Person" includes a company, partnership or firm as well
31 as a natural person.

32 ~~16.~~ 19. "Premises" means the recreational vehicle park and
33 existing facilities and appurtenances in the park, including furniture and
34 utilities, if applicable, and grounds, areas and existing facilities held
35 out for the use of tenants generally or whose use is promised to the
36 tenant.

37 ~~17.~~ 20. "Prospective tenant" means a person who expresses an
38 interest to a landlord in becoming a tenant.

39 ~~18.~~ 21. "Recreational vehicle" means a vehicular type unit that is
40 any of the following:

41 (a) A portable camping trailer mounted on wheels and constructed
42 with collapsible partial sidewalls that fold for towing by another vehicle
43 and unfold for camping.

1 (b) A motor home designed to provide temporary living quarters for
2 recreational, camping or travel use and built on or permanently attached
3 to a self-propelled motor vehicle chassis or on a chassis cab or van that
4 is an integral part of the completed vehicle.

5 (c) A park trailer or park model built on a single chassis, mounted
6 on wheels or originally mounted on wheels and from which the wheels have
7 been removed and designed to be connected to utilities necessary for
8 operation of installed fixtures and appliances and has a gross trailer
9 area of not less than three hundred twenty square feet and not more than
10 four hundred square feet when it is set up, except that it does not
11 include fifth wheel trailers.

12 (d) A travel trailer mounted on wheels, designed to provide
13 temporary living quarters for recreational, camping or travel use and of a
14 size or weight that may or may not require special highway movement
15 permits when towed by a motorized vehicle and that has a trailer area of
16 less than three hundred twenty square feet. This subdivision includes
17 fifth wheel trailers. If a unit requires a size or weight permit, it shall
18 be manufactured to the standards for park trailers in section A 119.5 of
19 the American national standards institute code.

20 (e) A portable truck camper constructed to provide temporary living
21 quarters for recreational, camping or travel use and consisting of a roof,
22 floor and sides designed to be loaded onto and unloaded from the bed of a
23 pickup truck.

24 ~~19.~~ 22. "Recreational vehicle space" means a parcel of land for
25 rent that has been designed to accommodate a recreational vehicle and
26 provide the required sewer and utility connections.

27 ~~20.~~ 23. "Rent" means payments to be made to the landlord or
28 designated agent in full consideration for the rented premises.

29 ~~21.~~ 24. "Rental agreement" means oral or written leases or
30 agreements and valid rules embodying the terms and conditions concerning
31 the use and occupancy of a recreational vehicle space.

32 ~~22.~~ 25. "Resident" means a person entitled under a rental
33 agreement to occupy a recreational vehicle space to the exclusion of
34 others.

35 ~~23.~~ 26. "Security deposit" means money or property given to assure
36 payment or performance under a rental agreement.

37 ~~24.~~ 27. "Tenant" means a person signing a rental agreement or
38 otherwise agreeing with a landlord for the occupancy of a recreational
39 vehicle space for more than one hundred eighty days.

40 ~~25.~~ 28. "Visitor" means a nonresident of a recreational vehicle
41 park who stays at the home of a resident with the consent of the resident
42 but does not stay overnight.

1 Sec. 4. Title 33, chapter 19, article 2, Arizona Revised Statutes,
2 is amended by adding section 33-2124, to read:

3 33-2124. Education requirements for park managers; complaint;
4 administrative hearing; civil penalty

5 A. WITHIN SIX MONTHS AFTER EMPLOYMENT AS A PARK MANAGER OR OPERATOR
6 OF A PARK PRESCRIBED BY THIS CHAPTER, A PARK MANAGER OR OPERATOR SHALL
7 COMPLETE AT LEAST FOUR HOURS OF EDUCATIONAL PROGRAMS AND SHALL COMPLETE AT
8 LEAST FOUR ADDITIONAL HOURS OF EDUCATIONAL PROGRAMS EVERY TWO YEARS.

9 B. A PARK MANAGER OR OPERATOR SHALL POST PROOF OF COMPLETION OF AND
10 COMPLIANCE WITH THE EDUCATIONAL PROGRAM REQUIREMENTS PRESCRIBED BY THIS
11 SECTION IN A CONSPICUOUS PLACE AT THE PARK.

12 C. A TENANT MAY FILE A COMPLAINT WITH THE DIRECTOR IF, ON REQUEST
13 FROM THE TENANT, THE TENANT'S PARK MANAGER OR OPERATOR CANNOT PRODUCE
14 PROOF OF COMPLETION OF THE REQUIREMENTS PRESCRIBED IN THIS SECTION. THE
15 DIRECTOR SHALL ISSUE A SHOW CAUSE ORDER TO THE LANDLORD DIRECTING THE
16 LANDLORD TO PROVIDE PROOF THAT THE REQUIREMENTS OF SUBSECTION A OF THIS
17 SECTION HAVE BEEN SATISFIED. IF THE LANDLORD FAILS TO PRODUCE
18 SATISFACTORY EVIDENCE OF COMPLIANCE OR FAILS TO RESPOND WITHIN THIRTY DAYS
19 AFTER SERVICE BY CERTIFIED MAIL OF THE SHOW CAUSE ORDER, THE DIRECTOR
20 SHALL IMPOSE A \$500 CIVIL PENALTY, WITH AN ADDITIONAL \$500 PER MONTH CIVIL
21 PENALTY TO ACCRUE EACH FULL CALENDAR MONTH BEGINNING WITH THE SECOND MONTH
22 FOLLOWING SERVICE OF THE NOTICE OF IMPOSITION OF CIVIL PENALTY. ALL CIVIL
23 PENALTIES SHALL BE EXONERATED IF, WITHIN SIX MONTHS AFTER SERVICE OF THE
24 NOTICE OF IMPOSITION OF CIVIL PENALTY, THE LANDLORD FURNISHES SATISFACTORY
25 EVIDENCE OF COMPLIANCE. OTHERWISE, THE MATTER SHALL BE REFERRED TO THE
26 ATTORNEY GENERAL FOR ENFORCEMENT AND COLLECTION OF THE CIVIL PENALTIES AND
27 A TEN PERCENT SURCHARGE ON THE TOTAL AMOUNT OF THE CIVIL PENALTIES
28 COLLECTED. ALL CIVIL PENALTIES SHALL BE DEPOSITED IN THE STATE GENERAL
29 FUND AND THE TEN PERCENT SURCHARGE SHALL BE DEPOSITED IN THE MOBILE HOME
30 RELOCATION FUND ESTABLISHED BY SECTION 33-1476.02.

31 Sec. 5. Section 33-2132, Arizona Revised Statutes, is amended to
32 read:

33 33-2132. Rules

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

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

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

41 3. They are not for the purpose of evading the obligations of the
42 landlord.

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

1 B. If the owner or agent adds, changes, deletes or amends any rule,
2 the owner or agent shall provide notice in writing of all additions,
3 changes, deletions or amendments to all tenants thirty days before they
4 become effective. Any rule or condition of occupancy that is unfair and
5 deceptive or that does not conform to the requirements of this chapter is
6 unenforceable. A rule adopted after the tenant enters into the rental
7 agreement is enforceable against the tenant only if the rule does not
8 substantially modify the rental agreement. For purposes of this
9 subsection, notice shall be by personal delivery or mailed by first class
10 or certified mail.

11 C. A landlord shall not:

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

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

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

22 4. Deny any resident of a recreational vehicle park the right to
23 sell the recreational vehicle at a price of the resident's own choosing
24 during the term of the tenant's rental agreement, but the landlord may
25 reserve the right to approve the purchaser of the recreational vehicle as
26 a tenant. This permission shall not be unreasonably withheld, except that
27 the landlord may require, in order to preserve or upgrade the quality of
28 the recreational vehicle park, that any recreational vehicle not
29 compatible with the other recreational vehicles in the park, in a rundown
30 condition or in disrepair be removed from the park within sixty days.
31 Within ten days after a written request by the seller or prospective
32 purchaser, a landlord shall notify the seller and the prospective
33 purchaser in writing of any reasons for withholding approval of a purchase
34 pursuant to this paragraph. The notice to the prospective purchaser shall
35 identify the reasons for disapproval with reasonable specificity. The
36 notice to the seller shall identify the reasons in summary fashion
37 consistent with applicable federal and state consumer protection laws and
38 shall inform the seller that the seller should consult with the
39 prospective purchaser for more specific details.

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

44 6. Prohibit a tenant from advertising the sale or exchange of the
45 tenant's recreational vehicle, including the display of a for sale or open

1 house sign on the recreational vehicle or in the window of the
2 recreational vehicle stating the name and contact information of the owner
3 or agent of the recreational vehicle. In addition, a tenant may display a
4 sign on a central posting board in the park that is reasonably accessible
5 to the public seven days a week during daylight hours.

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

8 8. Require a tenant to place any additional person's name on the
9 title to the recreational vehicle as a condition of tenancy or residency
10 for that additional person or pay a fee or other form of penalty for
11 failing to place an additional person's name on the title to the
12 recreational vehicle.

13 9. For recreational vehicles as defined in section 33-2102,
14 paragraph ~~18~~ 21, subdivision (b), (c) or (d), prohibit a tenant from
15 installing reasonably necessary commercial cooling methods on the tenant's
16 recreational vehicle.

17 D. The landlord shall not prohibit or adopt a rule that prohibits
18 tenants or a tenant association from meeting with permission of the tenant
19 in the tenant's recreational vehicle or from assembling or meeting with or
20 without invited speakers in the park to discuss issues relating to
21 recreational vehicle or mobile home living and affairs, including the
22 forming of a tenant association. Such meetings shall be allowed in common
23 facilities if such meetings are held during normal operating hours of the
24 common facility and when the facility is not otherwise in use. The tenant
25 or tenant association shall be allowed to post notice of a meeting on a
26 bulletin board in the park used for similar notices and shall be allowed
27 to include notice of a meeting in a park newsletter. Meeting notices and
28 meetings prescribed in this subsection shall not constitute a
29 solicitation. For the purposes of this subsection, "common facilities"
30 means a recreation hall, a clubhouse, a community center and any outdoor
31 common area meeting location that is used by the tenants.

32 E. If a tenant dies, any surviving joint tenant or cotenant
33 continues as a tenant with the same rights, privileges and liabilities as
34 if the surviving tenant were the original tenant.

35 F. A new tenant who brings a recreational vehicle into a park or
36 who purchases an existing recreational vehicle or mobile home shall comply
37 with all rules then in effect.

38 G. Pursuant to state and federal fair housing laws, a resident who
39 has a disability as defined in section 41-1491 may have one or more
40 persons occupy the recreational vehicle to provide necessary live-in
41 health care, personal care or supportive services if the care or services
42 are necessary to afford the resident with a disability an equal
43 opportunity to use and enjoy the dwelling. The landlord shall not charge
44 a fee for the persons rendering live-in health care, personal care or
45 supportive services. The persons rendering live-in health care, personal

1 care or supportive services have no rights of tenancy. Any agreement
2 between the resident and the persons rendering live-in health care,
3 personal care or supportive services does not modify the rental agreement
4 between the landlord and tenant. The persons rendering live-in health
5 care, personal care or supportive services shall comply with the rules of
6 the park.

7 Sec. 6. Section 33-2144, Arizona Revised Statutes, is amended to
8 read:

9 33-2144. Abandonment

10 A. If a tenant abandons a recreational vehicle on the space, the
11 landlord shall notify the owner and lienholder of record of the
12 recreational vehicle within fifteen days about the owner's or lienholder's
13 liability for any costs incurred for the rental space including rent and
14 utility costs due. Before notice is provided to the legal owner or
15 lienholder, the landlord is entitled to a maximum of sixty days' rent.
16 After notice is provided, the legal owner or lienholder is responsible for
17 all costs. The recreational vehicle shall not be removed from the space
18 without a signed statement from the landlord, owner or park manager that
19 shows clearance for removal of the recreational vehicle, that all monies
20 due have been paid in full or that the legal owner and landlord have
21 agreed to allow removal.

22 B. This section applies only to recreational vehicles **THAT ARE PARK**
23 **MODELS OR PARK TRAILERS** as defined in section 33-2102, paragraph ~~18~~ 21,
24 subdivision (c).