

# ARIZONA

## Mobile Home Parks Residential Landlord And Tenant Act



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Arizona Mobile Home Parks Residential Landlord and Tenant Act

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# ARIZONA REVISED STATUTES

## TITLE 33. PROPERTY

### CHAPTER 11. ARIZONA MOBILE HOME PARKS RESIDENTIAL LANDLORD AND TENANT ACT

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#### **33-1401. Short title**

This chapter shall be known and may be cited as the Arizona mobile home parks residential landlord and tenant act.

#### **33-1402. Purposes**

Underlying purposes and policies of this chapter are:

1. To simplify, clarify and establish the law governing the rental of mobile home spaces and rights and obligations of landlord and tenant.
2. To encourage landlord and tenant to maintain and improve the quality of mobile home housing.

#### **33-1403. Supplementary principles of law applicable**

Unless displaced by the provisions of this chapter, the principles of law and equity, including the law relating to capacity to contract, mutuality of obligations, principal and agent, real property, public health, safety and fire prevention, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy or other validating or invalidating cause supplement its provisions.

#### **33-1404. Administration of remedies; enforcement**

- A. The remedies provided by this chapter shall be so administered that the aggrieved party may recover appropriate damages. The aggrieved party has a duty to mitigate damages.
- B. Any right or obligation declared by this chapter is enforceable by action unless the provision declaring it specifies a different and limited effect.
- C. Nothing in this chapter affects any rights under title 33, chapter 8, article 1.

### **33-1405. Settlement of disputed claim or right**

A claim or right arising under this chapter or on a rental agreement, if disputed in good faith, may be settled by agreement.

### **33-1406. Territorial application**

This chapter applies to, regulates and determines rights, obligations and remedies under a rental agreement, wherever made, for a mobile home space in a mobile home park located within this state.

### **33-1407. Exclusions from application of chapter**

**A.** This chapter does not apply to an occupancy in or operation of public housing as authorized, provided or conducted under or pursuant to title 36, chapter 12, or under or pursuant to any federal law or regulation which might conflict therewith.

**B.** This chapter does not apply to a mobile home and mobile home space if both are owned by the same person, to recreational vehicles or, except for sections 33-1476.01, 33-1476.02 and 33-1476.03, to travel trailers or to the rental of a mobile home space that is not located in a mobile home park.

**C.** This chapter does not apply to a mobile home that has not been occupied for residential purposes by one or more persons in its current location with the approval of the landlord since being titled to the mobile home's present owner unless the present owner proves by clear and convincing evidence that the mobile home owner acquired the mobile home for residential purposes but was prohibited from using the mobile home due to circumstances beyond the mobile home owner's control. This subsection includes a mobile home owned by a broker or dealer as defined in section 41-2142.

### **33-1408. Jurisdiction and service of process; recovery of attorney fees; treble damages**

**A.** The appropriate court of this state may exercise jurisdiction over any landlord or tenant with respect to any conduct in this state governed by this chapter or with respect to any claim arising from a transaction subject to this chapter. In addition to any other method provided by rule or by statute, personal jurisdiction over a landlord may be acquired in a civil action or proceeding instituted in the appropriate court by the service of process in the manner provided by this section.

**B.** If a landlord is not a resident of this state or is a legal entity not authorized to do business in this state and engages in any conduct in this state governed by this chapter, or engages in a transaction subject to this chapter, the landlord shall designate an agent upon whom service of process may be made in this state. The agent shall be a resident of this state or a legal entity authorized to do business in this state. The designation shall be in writing and filed with the secretary of state. If no designation is made and filed or if process cannot be served in this state upon the designated agent, process may be served upon the secretary of state, but the plaintiff or petitioner shall forthwith mail a copy of this process and pleading by certified mail to the defendant or respondent at his last reasonably ascertained address. If there is no last reasonably ascertainable address and if the defendant or respondent has not complied with section 33-1432, subsections A and B, service upon the secretary of state shall be sufficient service of process without the mailing of copies to the defendant or respondent. Service of process shall be deemed complete and the time shall begin to run for the purposes of this section at the time of service upon the secretary of state. The defendant shall appear and answer within thirty days after completion thereof in the manner and under the same penalty as if he had been personally served with the summons. An affidavit of compliance with this section shall be filed with the clerk of the court on or before the return day of the process, if any, or within any further time the court allows. Where applicable, the affidavit shall contain a statement that the defendant or respondent has not complied with section 33-1432, subsections A and B or the affiant could not ascertain compliance by inquiry directed to the secretary of state.

**C.** In any contested action arising out of an agreement entered into pursuant to this chapter or for violation of any provisions of this chapter, the court may award the successful party reasonable attorney's fees. The award of reasonable attorney's fees shall be made to mitigate the burden of the expense of litigation to establish a just claim or a just defense. The award need not equal or relate to the attorney's fees actually paid or contracted and may not exceed the amount paid or agreed to be paid. Reasonable attorney's fees shall be awarded by the court upon clear

and convincing evidence that the claim or defense constitutes harassment, is groundless and is not made in good faith. In making such award, the court may consider such evidence as it deems appropriate and shall receive such evidence during trial on the merits of the cause, or separately, regarding the amount of such fees as it deems in the best interest of the parties.

**D.** Treble damages may be awarded by the court in any contested action arising under this chapter upon clear and convincing evidence that the claim or defense constitutes harassment, is groundless and is not made in good faith. In making such award, the court may consider such evidence as it deems appropriate and shall receive this evidence during trial on the merits of the case, or separately. If the action is brought in justice court and a party intends to request treble damages, the party shall file with the justice court a pleading stating that treble damages are sought and that the justice court may lawfully award treble damages within the court's jurisdiction of civil actions. In the absence of such pleading, the justice of the peace may not award treble damages. If an opposing party files a verified pleading alleging that with treble damages the amount involved is potentially in excess of the justice court's jurisdiction of civil actions, the provisions of section 22-201, subsection G shall apply.

### **33-1409. General definitions**

Subject to additional definitions which are contained in subsequent articles of this chapter and which apply to those specific articles, and unless the context otherwise requires, in this chapter:

1. "Action" includes recoupment, counterclaim, setoff, suit in equity and any other proceeding in which rights are determined, including an action for possession.
2. "Anniversary date" means an annual date applying to all tenants stated in the rental agreement on which the landlord may adjust the amount of rent.
3. "Appurtenances" means awnings, sheds, porches and other attachments to the mobile home.
4. "Building and housing codes" includes any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any premises, dwelling unit or mobile home space.
5. "Change in use" means either of the following:
  - (a) A change in the use of land from the rental of mobile home spaces in a mobile home park to some other use.
  - (b) The redevelopment of the mobile home park.
6. "Compatible" means a mobile home which is in a similar condition as the majority of the other mobile homes in the mobile home park, as determined by the maintenance, condition and overall appearance of the mobile home.
7. "Director" means the director of the department of fire, building and life safety.
8. "Dwelling unit" excludes real property used to accommodate a mobile home.
9. "Educational program" means a class, workshop or educational convention that primarily instructs attendees on issues dealing with the operation of a mobile home park and that is sponsored by a nonprofit organization whose sole or primary purpose is the advocacy and promotion of the rental mobile home parks industry.
10. "Fund" means the mobile home relocation fund.
11. "Good faith" means honesty in fact in the conduct or transaction concerned.
12. "Guest" means a nonresident, over and above the occupancy limit set for the resident's space under the terms of the rental agreement or by park rules, of a mobile home park who stays at the home of a person with constructive possession of the home with the consent of the resident for one or more nights and not more than thirty days in any twelve month period.
13. "Landlord" means the owner, lessor, sublessor or operator, or any combination thereof, of a mobile home park and it also means a manager of the premises who fails to disclose as required by section 33-1432.
14. "Mobile home":
  - (a) Means either of the following:
    - (i) A residential structure manufactured on or before June 15, 1976, that is transportable in one or more sections, eight feet or more in body width, over thirty feet in body length with the hitch, built on an integral chassis, designed to be used as a dwelling when connected to the required utilities and not originally sold as a travel trailer or recreational vehicle and which includes the plumbing, heating, air conditioning and electrical systems in the structure.

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

**(b)** Does not include either of the following:

**(i)** A recreational vehicle such as a motor home, camping trailer, van, fifth wheel trailer or other type of recreational vehicle.

**(ii)** A structure known as a park model trailer that is a structure built on a single chassis, mounted on wheels and designed to be connected to the utilities necessary for the operation of installed fixtures and appliances and that has a gross interior area of not less than three hundred twenty square feet and not more than four hundred square feet when prepared for occupancy.

**15.** "Mobile home park" means any parcel of land that contains four or more mobile home spaces.

**16.** "Mobile home space" means a parcel of land for rent which has been designed to accommodate a mobile home and provide the required sewer and utility connections.

**17.** "Moving expenses" means the cost incurred by the tenant whose mobile home is moved for taking down, transporting and setting up the mobile home with the identical, or substantially similar, improvements as were attached to the tenant's mobile home on the mobile home space from which it was removed but does not include the cost of landscaping or the cost of utility lines, trenching or utility connections located in excess of twenty-five feet from the point of hookup on the mobile home.

**18.** "Organization" includes a corporation, limited liability company, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest and any other legal or commercial entity which is a landlord, owner, manager or designated agent pursuant to section 33-1432.

**19.** "Owner" means one or more persons, jointly or severally, in whom is vested all or part of the legal title to property or all or part of the beneficial ownership and a right to present use and enjoyment of the premises. The term includes a mortgagee in possession.

**20.** "Park manager" means the person who is primarily responsible for the day-to-day operation of a mobile home park.

**21.** "Person" includes a company, partnership or firm as well as a natural person.

**22.** "Premises" means the mobile home park and its existing facilities and appurtenances, including furniture and utilities where applicable, and grounds, areas and existing facilities held out for the use of tenants generally or whose use is promised to the tenant.

**23.** "Prospective tenant" means a person who desires to become a tenant.

**24.** "Redevelopment of the mobile home park" means that the spaces being redeveloped shall remain vacant for at least one hundred eighty days after the effective date of all change in use notices that are given to the tenants and either of the following applies:

**(a)** A minimum of twenty-five per cent of the spaces in the park, in groups of at least five contiguous spaces, are being changed into an upgraded mobile home park.

**(b)** A minimum of twenty-five of the total number of spaces in the park, in groups of at least five contiguous spaces, are being changed into an upgraded mobile home park.

**25.** "Rent" means payments to be made to the landlord or designated agent in full consideration for the rented premises.

**26.** "Rental agreement" means leases or agreements and valid rules adopted under section 33-1452 embodying the terms and conditions concerning the use and occupancy of a mobile home space and premises, and includes month-to-month tenancies that arise out of the expiration of a written rental agreement pursuant to section 33-1413.

**27.** "Resident" means a person entitled under a rental agreement to occupy a mobile home space to the exclusion of others and does not include a person rendering necessary live-in care under section 33-1413.03.

**28.** "Security" or "security deposit" means any refundable money or property given to assure payment or performance under a rental agreement.

**29.** "Tenant" means a person signing a rental agreement or otherwise agreeing with a landlord for the occupancy of a mobile home space.

**30.** "Visitor" means a nonresident of a mobile home park who stays at the home of a resident with the consent of the resident but does not stay overnight.

**33-1410. Obligation of good faith**

Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performance or enforcement.

**33-1411. Unconscionability**

**A.** If the hearing officer or court, as a matter of law, finds:

**1.** That a rental agreement or any provision thereof was unconscionable when made, the hearing officer or court may refuse to enforce the agreement, enforce the remainder of the agreement without the unconscionable provision, or limit the application of any unconscionable provision to avoid an unconscionable result.

**2.** That a settlement in which a party waives or agrees to forego a claim or right under this chapter or under a rental agreement was unconscionable at the time it was made, the hearing officer or court may refuse to enforce the settlement, enforce the remainder of the settlement without the unconscionable provision, or limit the application of any unconscionable provision to avoid any unconscionable result.

**B.** If unconscionability is put into issue by a party or by the hearing officer or court upon his or its own motion the parties shall be afforded a reasonable opportunity to present evidence as to the setting, purpose and effect of the rental agreement or settlement to aid the hearing officer or court in making the determination.

**33-1412. Notice**

**A.** A person has notice of a fact if he has actual knowledge of it, has received a notice or notification of it or from all the facts and circumstances known to him at the time in question he has reason to know that it exists. A person "knows" or "has knowledge" of a fact if he has actual knowledge of it.

**B.** A person "notifies" or "gives" a notice or notification to another by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know of it. A person "receives" a notice or notification when it comes to his attention, or in the case of the landlord, it is delivered in hand or mailed by registered or certified mail to the place of business of the landlord through which the rental agreement was made or at any place held out by him as the place for receipt of the communication or delivered to any individual who is designated as an agent by section 33-1432 or, in the case of the tenant, it is delivered in hand to the tenant or mailed by registered or certified mail to him at the place held out by him as the place for receipt of the communication or, in the absence of such designation, to his last known place of residence other than the landlord's mobile home or space, if known. If notice is mailed by registered or certified mail, the tenant or landlord is deemed to have received such notice on the date the notice is actually received by him or five days after the date the notice is mailed, whichever occurs first.

**C.** "Notice" knowledge or a notice or notification received by an organization is effective for a particular transaction from the time it is brought to the attention of the individual conducting the transaction and in any event from the time it would have been brought to his attention if the organization had exercised reasonable diligence, but such knowledge shall be subject to proof.

**33-1413. Terms and conditions of rental agreement**

**A.** At the beginning of the tenancy, a signed, written rental agreement must be executed by the landlord or designated agent and a tenant. The rental agreement shall be executed in good faith by both parties and shall not provide for the waiver of any rights given to either party by other provisions of this chapter. The rental agreement shall be for a specific period and shall include:

**1.** The amount of the rent.

**2.** The amount of any security deposit.

**B.** If the landlord and tenant agree to the term of the rental agreement, the rental agreement may be for any term. If the landlord and tenant disagree on the term of the rental agreement, the rental agreement shall be for twelve months. The initial term of a rental agreement may be for less than twelve months if the reason is to ensure

conformity with a standard anniversary date. Any written rental agreement shall have all blank spaces completed, and executed copies of the written rental agreement shall be furnished to all parties within ten days of execution.

**C.** The rental agreement may include conditions not prohibited by this chapter or other rule of law governing the rights and obligations of the parties.

**D.** The landlord shall attach to the rental agreement a statement signed by the prospective tenant acknowledging receipt of:

1. The disclosures required in section 33-1432.
2. A current copy of this chapter as prescribed in section 33-1432.
3. A current copy of the rules or regulations adopted pursuant to section 33-1452.

**E.** Rent shall be payable without demand or notice at the time and place agreed upon by the parties. Periodic rent is payable at the beginning of any term of one month or less, and thereafter, unless otherwise agreed, in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportionable from day to day.

**F.** A landlord shall not prohibit a tenant who is a member of the armed forces of the United States from terminating a rental agreement with less than two weeks' notice to the landlord if he receives reassignment orders which do not allow such prior notification.

**G.** Notwithstanding any provision of this article to the contrary, upon the expiration or renewal of any rental agreement, the landlord may increase or decrease the total rent or change payment arrangements. The landlord shall notify the tenant in writing by first class or certified mail or by personal delivery at least ninety days prior to the expiration or renewal of any rental agreement of any such increase or change. Nothing in this subsection requires a landlord to provide cause for any change in rent if the landlord complies with notice requirements.

**H.** On expiration of a written rental agreement for a specified term or written renewal of a rental agreement, tenancy is on a month-to-month basis unless the landlord, its designated agent or the tenant requests a new written rental agreement. If the landlord and tenant agree to the term of the rental agreement, the rental agreement may be for any term. If the landlord and tenant disagree on the term of the rental agreement, the rental agreement shall be for twelve months.

**I.** In addition to any other rental provisions, the landlord is entitled to a rental increase effective at the expiration or renewal of any rental agreement or effective immediately if so provided in a written rental agreement to compensate the landlord for actual costs of insurance, taxes and rate increases for utilities, which shall be substantiated by the landlord in writing to the tenant.

**J.** As a condition of tenancy the rental agreement may require the prospective tenant to make improvements to the mobile home, including all appurtenances owned by the tenant, and to preserve or upgrade the quality of the mobile home park even if the prospective tenant is purchasing a home already located in the mobile home park. The improvements shall not exceed the requirements of the rules or regulations of the mobile home park.

**K.** Notwithstanding subsections A, B and H of this section, the tenant may demand in writing and the landlord shall offer a long-term initial or renewal rental agreement that complies with all of the following:

1. The long-term initial or renewal rental agreement shall be in writing and shall be for a term of four years. A long-term rental agreement may be for a term of less than four years if the reason is to ensure conformity with a standard park anniversary date.
2. All rents and other fees due during the term of the long-term rental agreement shall be clearly identified in the agreement.
3. The tenant has ten days from the date of receipt of the long-term rental agreement to accept or reject the agreement. If an agreement is not signed and returned to the landlord within the ten day period, the tenant is deemed to have rejected the agreement. On rejection of the agreement, subsections A, B and H of this section apply.

**L.** The rental agreement may contain conditions regarding the removal of a mobile home from the mobile home park and the restoration of a mobile home space by a tenant or a tenant's successor in interest after removal of the mobile home. The conditions shall not include any provisions regarding environmental liability or environmental remediation, and any environmental liability or environmental remediation requirements shall be governed as otherwise provided by law.

### **33-1413.01. Utility charges; waste, garbage and rubbish removal charges**

- A.** If a landlord charges separately for gas, water or electricity there shall be a separate meter for every user. For each billing period the cost of the charges for the period shall be separately stated, along with the opening and the closing meter readings and the dates of the meter readings. Each bill shall show the computation of the charge generally in accordance with the serving utility company billing format for individual service supplied through a single service meter.
- B.** If the landlord separately charges for utilities, the landlord shall not charge more than the prevailing basic service single family residential rate charged by the serving utility or provider.
- C.** For the purpose of regulating mobile home parks as public or consecutive water systems, the state shall not adopt rules pursuant to title 49, chapter 2, article 9, that are more stringent than authorized by the federal government. Submetering solely to determine the charges for individual water use by park tenants for the purpose of water conservation, without other evidence indicating a transaction subject to regulation under title 49, chapter 2, article 9, shall not be used as a basis for treating any mobile home park as a public or consecutive water system.
- D.** A landlord may charge separately for removal of waste, garbage, rubbish, refuse and trash and for sewer services. Any charges for removal or sewer services may not exceed the prevailing single family residential charge, fee or rate for these services levied by the political subdivision or provider.

### **33-1413.02. Guest fee**

The rental agreement may provide that the landlord may charge a guest fee.

### **33-1413.03. Care givers; treatment plan**

A resident may have one person at least eighteen years of age occupy the resident's mobile home on a temporary basis to provide necessary live-in health care to the resident pursuant to a written treatment plan prepared by the resident's physician. The landlord may require the resident to provide a written renewal of the physician's treatment plan every six months. The landlord shall not charge a fee for the person rendering care. The person rendering care has no rights of tenancy, and any agreement between the resident and person rendering care in no way modifies any term or condition of the rental agreement between the landlord and tenant. The person rendering care shall comply with the rules and regulations of the mobile home park.

### **33-1414. Prohibited provisions in rental agreements; late payment penalty**

- A.** A rental agreement shall not provide that the tenant agrees to:
- 1.** Waive or to forego rights or remedies under this chapter.
  - 2.** Pay the landlord's attorney fees, except an agreement in writing may provide that attorney fees may be awarded to the prevailing party in the event of court action.
  - 3.** The exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or the costs connected therewith.
  - 4.** Permit the landlord to charge a penalty fee for late payment of rent unless a tenant is allowed a minimum of five days beyond the date the rent is due in which to remit payment.
  - 5.** Permit the landlord to charge a fee for a guest who does not stay for more than a total of fourteen days in any calendar month.
  - 6.** Waive or limit the tenant's right to summon or any other person's right to summon a peace officer or other emergency assistance in response to an emergency.
  - 7.** Payment of monetary penalties or otherwise penalizes the tenant for the tenant summoning or for any other person summoning a peace officer or other emergency assistance in response to an emergency.
- B.** A provision that is prohibited by subsection A of this section and that is included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known to be prohibited, the tenant may recover actual damages sustained and the rental agreement is voidable by the tenant.
- C.** A landlord may charge a penalty fee of not to exceed five dollars per day from the due date of the rent for late payment of rent if the payment is not remitted by the sixth day from the due date.
- D.** This section does not limit the landlord's right to evict a tenant pursuant to section 33-1476.

**33-1415. Separation of rents and obligations to maintain property forbidden**

A rental agreement, assignment, conveyance, trust deed or security instrument may not permit the receipt of rent, unless the landlord has agreed to comply with section 33-1434, subsection A.

**33-1416. Preemption by state; regulation of rents; exception**

**A.** Notwithstanding any other provision of law, the state legislature determines that the imposition of rent control on mobile home spaces by counties, cities, including charter cities, and towns is of statewide concern. Therefore, the power to control rents on mobile home spaces is preempted by the state. Counties, cities, including charter cities, or towns do not have the power to control rents.

**B.** Subsection A does not apply to mobile home spaces which are owned, financed, insured or subsidized by any state agency, or by any county, city, including a charter city, or town.

**33-1417. Rebates and referrals prohibited; mobile homes and manufactured homes; damages**

**A.** A landlord shall not offer, solicit, pay, receive or require from another landlord or from a person who is licensed pursuant to title 41, chapter 16, article 4 any form of compensation or benefit in connection with the purchase, sale, rental, location or removal of a mobile or manufactured home to or from a mobile home park or mobile home space.

**B.** A person who is licensed pursuant to title 41, chapter 16, article 4 shall not offer, solicit, pay, receive or require from another person who is licensed pursuant to title 41, chapter 16, article 4 or from a landlord any form of compensation or benefit in connection with the purchase, sale, rental, location or removal of a mobile or manufactured home to or from a mobile home park or mobile home space.

**C.** This section does not apply to any of the following:

1. Compensation paid by a licensed dealer or broker to a licensed salesperson for activities within the scope of employment.
2. Money or other benefits paid directly to a tenant or prospective tenant by a landlord when fully disclosed to the tenant in writing.
3. Payments or other benefits provided between a landlord and a licensed dealer or broker with an ongoing business relationship if those payments or benefits received total less than one hundred dollars in a calendar year.
4. Payments made by a landlord to a licensed dealer or broker as a commission in connection with the sale of a mobile or manufactured home or recreational vehicle owned by the landlord.

**D.** A person who violates this section is liable for three times the amount of money damages suffered by the person harmed.

**33-1418. Incorporated tenants' park purchase association**

**A.** An incorporated tenants' park purchase association may be formed for the purpose of giving written notification to the owner of a mobile home park of the association's interest in purchasing the park.

**B.** This section does not confer a right of first refusal to an association formed under subsection A. A mobile home park sale shall not be restricted in any way to affect the marketability of title.

**ARTICLE 2. LANDLORD OBLIGATIONS**

<b>§ 33-1431</b>	Security deposits
<b>§ 33-1432</b>	Disclosure of written rental agreement; booklet
<b>§ 33-1433</b>	Landlord to deliver possession of mobile home space
<b>§ 33-1434</b>	Landlord to maintain fit premises
<b>§ 33-1435</b>	Limitation of liability
<b>§ 33-1436</b>	Statement of policy; amendment; contents; new statements
<b>§ 33-1437</b>	Education requirements
<b>§ 33-1438</b>	Transfer of records; sale of park

### **33-1431. Security deposits**

- A.** A landlord shall not demand or receive as security, however denominated, prepaid rent in an amount or value in excess of two months' rent. This subsection does not prohibit a tenant from voluntarily paying more than two months' rent in advance.
- B.** The landlord shall pay not less than five per cent annual interest on any damage, security, cleaning or landscaping deposit required by a landlord of a tenant. The landlord shall either pay the interest annually or compound the interest annually.
- C.** Upon termination of the tenancy, any security deposit, less any accrued rent and damages, if applicable, shall be returned to the tenant within fourteen days. The security deposit may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with section 33-1451 if it is itemized by the landlord in a written notice delivered to the tenant together with the amount due within fourteen days of termination of the tenancy and delivery of possession by the tenant.
- D.** If the landlord fails to comply with subsections B and C of this section the tenant may recover the property and money due the tenant together with damages in an amount equal to twice the amount wrongfully withheld.
- E.** This section does not preclude the landlord or tenant from recovering other damages to which he may be entitled under this chapter.
- F.** The holder of the landlord's interest in the premises at the time of the termination of the tenancy is bound by this section.
- G.** The amount of any security deposit shall not be changed after the tenant executes the initial rental agreement.

### **33-1432. Disclosure of written rental agreement**

- A.** The landlord or any person authorized to enter into a rental agreement on the landlord's behalf shall disclose to the tenant in writing before entering into the rental agreement each of the following:
- 1.** The name and address of the person authorized to manage the premises.
  - 2.** The name and address of the owner of the premises.
  - 3.** If applicable, the name and address of a person authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.
  - 4.** For a prospective tenant on an initial rental agreement, a written statement that shows the rent increases for the three full calendar years immediately preceding the prospective initial rental agreement date. This information shall be for basic space rental only and does not apply to other fees such as late charges, guest fees and utility charges. The landlord may disclose the rent history with calculations that fairly describe the rent history and that are made in any manner that reasonably informs the prospective tenant of the history of basic space rent in the mobile home park during that period. The disclosure calculation may be made in January of each year by adding the dollar amounts or percentage amounts for aggregate rental increases that became effective in the prior calendar year for every space in the park and dividing that number by the total number of occupied revenue spaces for which rent was or could have been increased. This average amount of rental increase or average percentage of rental increase shall be posted at the rental office for three years. Disclosure calculations made pursuant to this section shall be made to the best of the landlord's ability.
- B.** The information required to be furnished by this section shall be kept current and refurbished to the tenant upon the tenant's request except that any successor landlord shall not be required to provide average rent disclosures relating to previous landlords.
- C.** When there is a new owner or operator this section extends to and is enforceable against any successor landlord, owner or manager.
- D.** A person who fails to comply with subsection A, paragraph 1, 2 or 3 or subsection B becomes an agent of each person who is a landlord for the following purposes:
- 1.** Service of process and receiving and receipting for notices and demands.
  - 2.** Performing the obligations of the landlord under this chapter and under the rental agreement and expending or making available for the purpose all rent collected from the premises.
- E.** The landlord or any person authorized to enter into a rental agreement on the landlord's behalf shall post in a conspicuous place a copy of the current utility rates unless the tenant is charged directly by the utility company.

**F.** Each tenant shall be notified, in writing, of any rent increase at least ninety days prior to the increase by first class or certified mail or by personal delivery. The mobile home parks hearing officer has jurisdiction to determine whether notices have been served properly and in a timely manner.

**G.** Before entering into a rental agreement, the landlord or any person authorized to enter into the rental agreement shall provide to the prospective tenant a concise written summary of the Arizona mobile home parks residential landlord and tenant act that is approved by the director of the department of fire, building and life safety annually by November 1 and that includes any legislative changes made in the preceding year. The director of the department of fire, building and life safety shall post the approved summary on the department's web site. The landlord shall provide the summary to the tenant at no cost to the tenant. The summary shall include information regarding where a complete copy of the act may be obtained or reviewed, including listing the secretary of state's web site. This subsection does not apply to renewal of rental agreements. The secretary of state shall post the act on the secretary of state's web site.

**H.** The landlord shall make available to all tenants a concise written summary of the Arizona mobile home parks residential landlord and tenant act that is approved by the director of the department of fire, building and life safety annually by November 1 and that includes any legislative changes made in the preceding year. The summary shall include information regarding where a complete copy of the act may be obtained or reviewed, including listing the secretary of state's web site. The director of the department of fire, building and life safety shall post the approved summary on the department's web site. The landlord shall provide the summary at no cost to the tenants.

### **33-1433. Landlord to deliver possession of mobile home space**

At the commencement of the term the landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and section 33-1434. The landlord may bring an action for possession against any person wrongfully in possession and may recover the damages provided in section 33-1483.

### **33-1434. Landlord to maintain fit premises**

**A.** The landlord shall:

1. Comply with the requirements of all applicable city, county and state codes materially affecting health and safety.
2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.
3. Keep all common areas of the premises in a clean and safe condition.
4. Maintain in good and safe working order and condition all swimming pool, shower, bathhouse, electrical, plumbing and sanitary facilities, including the recreational hall or meeting facilities supplied or required to be supplied or maintained by him.
5. Provide for removal of garbage, rubbish, and other waste incidental to the occupancy of the mobile home space.
6. Furnish outlets for electric, water and sewer services. The landlord shall also furnish a prospective tenant with information concerning the type, size and power rating of all electrical, water and sewer connections.
7. Provide a statement of proposed interruption of utility service to the tenants within a reasonable time frame except in the case of an interruption caused by an emergency. An emergency does not include any failure or refusal on the part of the landlord to fulfill his duties and obligations as specified in this section. A statement of proposed interruption of utility service may be provided by posting an announcement of the period of the interruption in a conspicuous place within the mobile home park or by individual delivery to each tenant.

**B.** A mobile home park landlord shall not impose any conditions of rental or occupancy which restrict the mobile home owner in his choice of a seller of fuel, furnishings, goods, services or mobile homes connected with the rental or occupancy of a mobile home space unless such condition is necessary to protect the health, safety, aesthetic value or welfare of mobile home residents in the park. However, the landlord may impose reasonable conditions relating to central gas, oil, electricity, or water meter systems in the park.

### **33-1435. Limitation of liability**

**A.** Unless otherwise agreed, a landlord who conveys premises that include a mobile home space subject to a rental agreement in a good faith sale to a bona fide purchaser is relieved of liability under the rental agreement and this

chapter as to events occurring subsequent to written notice to the tenant of the conveyance. He remains liable to the tenant for any right of possession, property and money to which the tenant is entitled under section 33-1431.

**B.** Unless otherwise agreed, a manager of premises that include a mobile home space is relieved of liability under the rental agreement and this chapter as to events occurring after written notice to the tenant of the termination of his management, except such notice shall not terminate any agreement or legal liability.

**33-1436. Statement of policy; amendment; contents; new statements**

**A.** Before execution of the rental agreement the landlord or any person authorized to enter into the rental agreement shall provide the tenant with the statements of policy of the mobile home park and the date of expiration of each statement. The landlord or any successor in interest shall not delete or amend any statement of policy while it is in force.

**B.** The statements of policy shall be attached to the rental agreement and shall include a statement of the following:

1. The classification of the mobile home park as a family community or a housing community for older persons.
2. The period of time before any change in use is expected.
3. Any method of determining rent changes.
4. The right of first refusal on the sale of the mobile home park if any is given to the tenants and under what conditions the right may be exercised.
5. The size and other specifications of mobile homes allowed in the mobile home park including whether the mobile home must be new or used and whether it must be set at ground level or above ground level.
6. The improvements required as a condition of tenancy. If consistent with the rental agreement, the statement of policy may require improvements that the tenant will be required to furnish, install and maintain to the mobile home space being rented and that constitute permanent improvements that cannot be removed at the expiration of the rental agreement including the estimated cost of each permanent improvement. Any change in a statement of policy regarding permanent improvements does not apply to an existing tenant or to any renewal of a rental agreement by an existing tenant.
7. That insuring the mobile home is the tenant's responsibility including fire department response insurance in unincorporated areas.

**C.** At least sixty days before the expiration of a statement of policy, the landlord shall notify all of the tenants of any new statement of policy.

**D.** Beginning on January 1, 2000, a landlord may have only one set of statements of policy in effect at any period of time and that set of statements of policy applies to all tenants. A landlord with more than one set of statements of policy in effect on January 1, 2000 shall provide to all tenants by February 1, 2000 a copy of the set with the longest expiration date and that set of statements of policy applies to all tenants at that park.

**33-1437. Education requirements for park managers; complaint; administrative hearing; civil penalty**

**A.** Within six months after employment as a park manager, a park manager shall complete at least six hours of educational programs and shall complete at least six additional hours of educational programs every two years.

**B.** A park manager shall post proof of completion of and compliance with the educational program requirements prescribed by this section in a conspicuous place at the mobile home park.

**C.** A tenant may file a complaint with the director if, on request from the tenant, the tenant's park manager cannot produce proof of completion of the requirements prescribed in this section. The director shall issue a show cause order to the landlord directing the landlord to provide proof that the requirements of subsection A have been satisfied. If the landlord fails to produce satisfactory evidence of compliance or fails to respond within thirty days after service by certified mail of the show cause order, the director shall impose a five hundred dollar civil penalty, with an additional five hundred dollar per month civil penalty to accrue each full calendar month beginning with the second month following service of the notice of imposition of civil penalty. All civil penalties shall be exonerated if, within six months after service of the notice of imposition of civil penalty, the landlord furnishes satisfactory evidence of compliance. Otherwise, the matter shall be referred to the attorney general for enforcement and collection of the civil penalties and a ten per cent surcharge on the total amount of the civil penalties collected. All civil penalties shall be

deposited in the state general fund and the ten per cent surcharge shall be deposited in the mobile home relocation fund.

**33-1438. Transfer of records; sale of park**

On the sale or other transfer of a mobile home park, the landlord shall deliver to the buyer or other transferee all available plans, drawings and records pertaining to the location of all underground facilities in the parks, all plans, drawings, surveys and plats of the park, all records pertaining to tenant security deposits and complete files for each tenant of the park at closing containing rental agreements and all other documents and disclosures required by this chapter that are in the possession of the landlord. A landlord who fails to deliver reasonably accurate and maintained installation records of active, inactive and abandoned underground facilities installed after December 31, 2006 is liable for all damages proximately caused by the failure, including all expenses incurred by successor landlords to create the installation records.

**ARTICLE 3. TENANT OBLIGATIONS**

- § 33-1451**      Tenant to maintain mobile home space; notice of vacating; clearance for removal
- § 33-1452**      Rules and regulations
- § 33-1453**      Access
- § 33-1454**      Tenant to occupy as a dwelling unit; authority to sublet

**33-1451. Tenant to maintain mobile home space; notice of vacating; clearance for removal**

**A.** A tenant of a mobile home space shall exercise diligence to maintain that part of the premises which he has rented in as good condition as when he took possession and shall:

- 1.** Comply with all obligations primarily imposed upon tenants by applicable provisions of city, county and state codes materially affecting health and safety.
- 2.** Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permits.
- 3.** Dispose from his mobile home space all rubbish, garbage and other waste in a clean and safe manner as prescribed by park rules.
- 4.** Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so.
- 5.** Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises.
- 6.** Inform the landlord or manager of the mobile home park at least thirty days before the expiration of the rental agreement that the agreement will not be renewed by the tenant and that the premises will be vacated. If timely notice is not given prior to moving from the mobile home space, the tenant then is responsible for rent equal to an amount consistent with the applicable notice period.

**B.** A tenant shall not remove a mobile home from a mobile home space unless the tenant has received from the landlord a clearance for removal showing that all monies due the landlord as of the date of removal have been paid or that the landlord and tenant have otherwise agreed to the removal. The landlord shall not interfere with the removal of a mobile home for any reason other than nonpayment of monies due as of the date of removal even if the term of the rental agreement has not expired.

**33-1452. Rules and regulations**

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

- 1.** Their purpose is to promote the convenience, safety or welfare of the tenants on the premises, preserve the landlord's property from abusive use, preserve or upgrade the quality of the mobile home park or make a fair distribution of services and facilities held out for the tenants generally.
- 2.** They are reasonably related to the purpose for which adopted.

3. They apply to all tenants on the premises in a fair manner.
  4. They are sufficiently explicit in prohibition, direction or limitation of the tenant's conduct to fairly inform the tenant of what must or must not be done to comply.
  5. They are not for the purpose of evading the obligations of the landlord.
  6. The prospective tenant has a copy of the current rules and regulations before the prospective tenant enters into the rental agreement.
- B.** A new tenant who brings a mobile home into a mobile home park or who purchases an existing mobile home in a mobile home park shall comply with all current statements of policy and rules or regulations, including those pertaining to the size, condition and appearance of the mobile home, and exterior materials with which the mobile home has been constructed.
- C.** A new tenant who purchases an existing mobile home in a mobile home park shall comply with all current statements of policy and rules and regulations, including those pertaining to the size, condition and appearance of the mobile home and exterior materials with which the mobile home has been constructed, except that the landlord shall not require the replacement of the siding and skirting on a mobile home unless the replacement siding and skirting will significantly change or improve the appearance of the mobile home.
- D.** If any mobile home park owner adds, changes, deletes or amends any rule, notice in writing of all such additions, changes, deletions or amendments shall be furnished to all mobile home tenants thirty days before they become effective by first class or certified mail. Any rule or condition of occupancy which is unfair and deceptive or which does not conform to the requirements of this chapter shall be unenforceable. A rule or regulation adopted after the tenant enters into the rental agreement is enforceable against the tenant only if it does not work a substantial modification of the rental agreement.
- E.** A person who owns or operates a mobile home park shall not:
1. Deny rental unless the mobile home does not meet the requirements of the rules and regulations of the landlord and the statements of policy prescribed pursuant to section 33-1436 or the park resident or prospective resident cannot conform to park rules and regulations.
  2. Require any person as a precondition to renting, leasing or otherwise occupying a space for a mobile home in a mobile home park to pay an entrance or exit fee of any kind unless for services actually rendered or pursuant to a written agreement.
  3. Deny any resident of a mobile home park the right to sell the resident's mobile home at a price of the resident's own choosing during the term of the tenant's rental agreement, but the landlord may reserve the right to approve the purchaser of such mobile home as a tenant but such permission may not be unreasonably withheld, except that the landlord may require, notwithstanding paragraph 6 of this subsection, in order to preserve or upgrade the quality of the mobile home park, that any mobile home not in compliance with the landlord's current rules and regulations and statements of policy, in a rundown condition or in disrepair be removed from the park within sixty days. Within ten days of a written request by the seller or prospective purchaser, a landlord shall notify the seller and the prospective purchaser in writing of any reasons for withholding approval of a purchaser pursuant to this paragraph. The notice to the prospective purchaser shall identify the reasons for disapproval with reasonable specificity. The notice to the seller shall identify the reasons in summary fashion consistent with applicable federal and state consumer protection laws and shall inform the seller that the seller should consult with the prospective purchaser for more specific details.
  4. Exact a commission or fee with respect to the price realized by the tenant selling the mobile home, unless the park owner or operator has acted as agent for the mobile home owner pursuant to a written agreement.
  5. Require a tenant or prospective tenant to use any specific sales agency, manufacturer, retailer or broker.
  6. Notwithstanding section 33-1436, subsection C, require an existing tenant to furnish permanent improvements which cannot be removed without damage thereto or to the mobile home space by a tenant at the expiration of the rental agreement. If the landlord includes any requirements for permanent improvements in the rules or statements of policy, these requirements shall not apply to any mobile home already existing in the mobile home park.
  7. Prohibit a tenant from advertising the sale or exchange of the tenant's mobile home, including the display of a "for sale" or "open house" sign on the dwelling or in the window of the mobile home stating the name, address and telephone number of the owner or agent of the mobile home. The sign may be no larger than twelve inches wide and

eighteen inches long. In addition to the display of a sign in the window, the tenants may display the signs on a central posting board in the park which is reasonably accessible to the public seven days a week during daylight hours.

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

**G.** The landlord shall not prohibit meetings of tenants with or without invited visiting speakers in the mobile home park relating to mobile home living and affairs in the park community or recreational hall if such meetings are held at reasonable hours and when the facility is not otherwise in use.

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

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

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

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

**L.** On the sale of a mobile home that was manufactured after June 15, 1976 to a tenant who is otherwise qualified for tenancy, a landlord shall not require removal of that mobile home from the mobile home park solely because of the age of the mobile home. A landlord may require the removal of a mobile home on the sale of the mobile home solely because of the age of the mobile home if the mobile home was manufactured on or before June 15, 1976. This subsection shall not be construed to preclude a landlord from prohibiting a mobile home from being moved into a mobile home park solely because of the age of the mobile home without regard to its date of manufacture.

### **33-1453. Access**

**A.** The landlord has no right of access to a mobile home owned by a tenant.

**B.** The landlord and tenant may mutually agree, in writing, to give the landlord access.

### **33-1454. Tenant to occupy as a dwelling unit; authority to sublet**

**A.** Unless otherwise agreed, the tenant shall occupy the tenant's mobile home only as a dwelling unit and may sublet, upon written agreement with the park management.

**B.** If a landlord adopts a policy of permitting subleasing, the landlord shall not unreasonably withhold approval of subleases and subtenants. A landlord may adopt a policy that prohibits subleasing, but that policy is not effective against any subleasing that had been approved by the landlord and that was in effect at the time the subleasing prohibition was adopted.

**C.** This section shall not be construed to require any landlord to permit subleasing of spaces.

## **ARTICLE 4. REMEDIES**

**§ 33-1471** Noncompliance by the landlord

**§ 33-1472** Failure to deliver possession

**§ 33-1473** Self-help for minor defects

**§33-1474** Wrongful failure to supply essential services

**§ 33-1475** Tenant's remedies for landlord's unlawful ouster, exclusion or diminution of services

**§ 33-1476** Termination or nonrenewal of rental agreement by landlord; noncompliance with rental agreement by tenant; failure to pay rent

**§ 33-1476.01** Change in use; notices; compensation for moving expenses; payments by the landlord

§ 33-1476.02	Mobile home Relocation Fund; investment of monies
§ 33-1476.03	Assessments for mobile home Relocation Fund; waiver
§ 33-1476.04	Relocations due to rent increase; mobile home Relocation Fund; applicability
§ 33-1477	Failure to maintain by tenant
§ 33-1478	Remedies for abandonment; required registration
§ 33-1480	Landlord liens; distraint for rent abolished
§ 33-1481	Remedy after termination
§ 33-1482	Recovery of possession limited
§ 33-1483	Periodic tenancy; holdover remedies
§ 33-1484	Landlord and tenant remedies for abuse of access
§ 33-1485	Special detainer actions; service; trial postponement
§ 33-1485.01	Removal of mobile home from mobile home park; violation; joint and several liability

### **33-1471. Noncompliance by the landlord**

**A.** Except as provided in this chapter, if there is a material noncompliance by the landlord with the rental agreement, the rules and regulations or statements of policy, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty days after receipt of the notice if the breach is not remedied in fourteen days. If there is a noncompliance by the landlord with section 33-1434 materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than twenty days after receipt of the notice if the breach is not remedied in ten days. The rental agreement shall terminate and the mobile home space shall be vacated as provided in the notice subject to the following:

1. If the breach is remediable by repairs or the payment of damages or otherwise and the landlord adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate.
  2. The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of his family or other person on the premises with his consent.
- B.** Except as provided in this chapter, the tenant may recover damages, and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or section 33-1434.
- C.** The remedy provided in subsection B of this section is in addition to any right of the tenant arising under subsection A of this section.
- D.** If the rental agreement is terminated, the landlord shall return all deposits less reasonable damages.

### **33-1472. Failure to deliver possession**

**A.** If the landlord fails to deliver physical possession of the mobile home space to the tenant as provided in section 33-1433, rent abates until possession is delivered and the tenant may do either of the following:

1. Upon at least five days' written notice to the landlord terminate the rental agreement and upon termination the landlord shall return all deposits.
2. Demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the mobile home space against the landlord or any person wrongfully in possession and recover the damages sustained by him.

**B.** If the landlord fails to deliver constructive possession to the tenant because of noncompliance with section 33-1434, rent shall not abate. The tenant may proceed with the remedies provided for in section 33-1471.

**C.** If a person's failure to deliver possession is wilful and not in good faith, an aggrieved person may recover from that person the actual damages sustained by him, plus any attorney's fees and court costs.

### **33-1473. Self-help for minor defects**

**A.** If the landlord fails to comply with section 33-1434, the tenant may recover damages for the breach under section 33-1471, subsection B, or may notify the landlord of his intention to correct the condition at the landlord's expense. After being notified by the tenant in writing, if the landlord fails to comply within twenty days or as promptly thereafter

as conditions require in case of emergency, the tenant may cause the work to be done by a licensed contractor and, after submitting to the landlord an itemized statement and a waiver of lien, deduct from his rent the actual and reasonable cost of the work.

**B.** A tenant may not repair at the landlord's expense if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his family or other person on the premises with his consent.

### **33-1474. Wrongful failure to supply essential services**

**A.** If contrary to the rental agreement or section 33-1434, the landlord deliberately or negligently fails to supply essential services, the tenant may give reasonable notice to the landlord specifying the breach under tenant's remedies.

**B.** The rights under this section do not arise until the tenant has given notice to the landlord. Such rights do not arise if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his family or other person on the premises with his consent.

### **33-1475. Tenant's remedies for landlord's unlawful ouster, exclusion or diminution of services**

If the landlord unlawfully removes or excludes the tenant from the premises or willfully diminishes services to the tenant by interrupting or causing the interruption of electric, gas, water or other essential service to the tenant, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount equal to two months' periodic rent and twice the actual damages sustained by him. If the rental agreement is terminated, the landlord shall return all deposits.

### **33-1476. Termination or nonrenewal of rental agreement by landlord; noncompliance with rental agreement by tenant; failure to pay rent**

**A.** The landlord shall specify the reason or reasons for the termination or nonrenewal of any tenancy in the mobile home park. The reason or reasons relied on for the termination or nonrenewal shall be stated in writing with specific facts, so that the date, place and circumstances concerning the reason or reasons for termination or nonrenewal can be determined. Reference to or recital of the language of this chapter, or both, is not sufficient compliance with this subsection.

**B.** The landlord may not terminate or refuse to renew a tenancy without good cause. "Good cause" means:

1. Noncompliance with any provision of the rental agreement.
2. Nonpayment of rent.
3. Change in use of land.
4. Clear and convincing evidence that a tenant has repeatedly violated any provision of this chapter and established a pattern of noncompliance with such provisions.

**C.** The landlord's right to terminate or to refuse to renew a tenancy pursuant to subsection B of this section does not arise until the landlord has complied with subsection D, E or H of this section.

**D.** Except as otherwise prohibited by law:

1. If there is a material noncompliance by the tenant with the rental agreement, the landlord shall deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty days after receipt of the notice if the breach is not remedied in fourteen days. If the tenant remedies the situation within the time specified in the notice, the landlord shall issue a notice to the tenant releasing the tenant from the termination of rental agreement notice.
2. If there is a noncompliance by the tenant with section 33-1451 materially affecting health and safety, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than twenty days after receipt of the notice if the breach is not remedied in ten days. However, if the breach is remediable by repair or the payment of damages or otherwise, and the tenant adequately remedies the breach before the date specified in the notice, the rental agreement will not terminate. If the tenant remedies the situation within the time specified in the notice, the landlord shall issue a notice to the tenant releasing the tenant from the termination of rental agreement notice.

**3.** If there is a noncompliance that is both material and irreparable and that occurs on the premises, including an illegal discharge of a weapon, homicide as prescribed in sections 13-1102 through 13-1105, criminal street gang activity as prescribed in section 13-105, activity as prohibited in section 13-2308, prostitution as defined in section 13-3211, the unlawful manufacturing, selling, transferring, possessing, using or storing of a controlled substance as defined in section 13-3451, threatening or intimidating as prohibited in section 13-1202, infliction of serious bodily harm, assault as prohibited in section 13-1203, criminal activity involving serious property damage or acts that have been found to constitute a nuisance pursuant to section 12-991, the landlord may deliver a written notice for immediate termination of the rental agreement and proceed pursuant to section 33-1485.

**4.** If a tenant engages in repetitive conduct that is the subject of notices under this subsection, after two incidents of the same type documented by the landlord within a twelve month period or after receipt by the landlord of two written complaints from other tenants about the repetitive conduct within a twelve month period, the landlord may deliver a written notice to the tenant specifying the repetitive conduct and the documentation and advising the tenant that on documentation of the next incident of the same type final notice will be given and the rental agreement or tenancy will be terminated thirty days after the date of the notice.

**5.** If a tenant has been involved in three or more documented incidents of conduct of any type described in this section within a twelve month period, the landlord may deliver a written notice to the tenant specifying the conduct and the documentation and advising the tenant that on documentation of the next incident final notice will be given and the rental agreement or tenancy will be terminated thirty days after the date of the notice.

**E.** If rent is unpaid when due and the tenant fails to pay rent within seven days after written notice by the landlord of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period of time, the landlord may terminate the rental agreement. Before judgment in an action brought by the landlord under this subsection, the tenant may have the rental agreement reinstated by tendering the past due but unpaid periodic rent, reasonable attorney's fees incurred by the landlord and court costs, if any.

**F.** Except as provided in this chapter, the landlord may recover actual damages, obtain injunctive relief or recover possession of the premises pursuant to an action in forcible detainer for repeated noncompliance by the tenant with the rental agreement or section 33-1451.

**G.** The remedy provided in subsection F of this section is in addition to any right of the landlord arising under subsection D of this section.

**H.** If a change in use is intended for the land on which a mobile home park or a portion of a mobile home park is located and the landlord intends eviction of a mobile home tenant due to a change in use, the landlord shall notify all tenants in the park in writing that:

1. The change in use may subsequently result in the termination of a rental agreement.
2. The tenant being terminated due to the change in use will receive a one hundred eighty day notice before the actual termination of the rental agreement.

**33-1476.01. Change in use; notices; compensation for moving expenses; payments by the landlord**

**A.** The landlord shall notify the director and all tenants in writing of a change in use at least one hundred eighty days before the change in use. The landlord may not increase rent within ninety days before giving notice of a change in use.

**B.** The landlord shall inform all tenants in writing about the mobile home relocation fund established in section 33-1476.02.

**C.** If a tenant is required to move due to a change in use or redevelopment of the mobile home park, the tenant may do any of the following:

**1.** Collect payment from the mobile home relocation fund for the lesser of the actual moving expenses of relocating the mobile home to a new location that is within a fifty mile radius of the vacated mobile home park or five thousand dollars for a single section mobile home or ten thousand dollars for a multisection mobile home. Moving expenses include the cost of taking down, moving and setting up the mobile home in the new location.

**2.** Abandon the mobile home in the mobile home park and collect an amount equal to one-fourth of the maximum allowable moving expense for that mobile home from the mobile home relocation fund. To qualify for abandonment payment pursuant to this paragraph, the tenant shall deliver to the landlord the current title to the mobile home with

the notarized endorsement of the owner of record together with complete releases of all liens that are shown on the title and proof that all taxes owing on the mobile home have been paid to date. The tenant shall provide a copy of these documents to the department of fire, building and life safety in support of the tenant's application for payment. If the tenant chooses to abandon the mobile home pursuant to this paragraph, the landlord is exempt from making the payments to the fund prescribed in subsection D of this section.

**3.** If a mobile home is relocated to a location outside of the vacated mobile home park and, in the sole judgment of the director, the mobile home was ground set in the mobile home park from which it was removed, the tenant may collect additional monies not to exceed two thousand five hundred dollars for the incremental costs of removing a ground set mobile home. These monies are in addition to any monies provided pursuant to paragraph 1 of this subsection.

**D.** Except as provided in subsection C, paragraph 2 and subsection F of this section and section 33-1476.04, subsection D, if there is a change in use the landlord shall pay five hundred dollars for each single section mobile home and eight hundred dollars for each multisection mobile home relocated to the fund for each tenant filing for relocation assistance with the director.

**E.** If a change in use occurs before the time stated in the statements of policy and the landlord does not comply with subsection A of this section and with section 33-1436 and section 33-1476, subsection H, the landlord shall pay to the fund in addition to the monies prescribed in subsection D of this section:

**1.** Five hundred dollars for each mobile home space occupied by a single section mobile home.

**2.** Eight hundred dollars for each mobile home space occupied by a multisection mobile home.

**F.** The landlord is not required to make the payments prescribed in subsections D and E of this section for moving mobile homes owned by the landlord or for moving a mobile home under a contract with the tenant if the tenant does not file for relocation assistance with the director.

**G.** If a change in use occurs within two hundred seventy days of relocations under section 33-1476.04, the landlord shall pay to the fund in addition to the monies prescribed in subsection D of this section:

**1.** Five hundred dollars for each mobile home space occupied by a single section mobile home.

**2.** Eight hundred dollars for each mobile home space occupied by a multisection mobile home.

**H.** The tenant shall submit a contract for relocation of a mobile home for approval to the director within sixty days after the relocation to be eligible for payment of relocation expenses. The director must approve or disapprove the contract within fifteen days after receipt of the contract, or the contract is deemed to be approved. The payment of expenses shall be made as provided in the rules adopted by the director. If the contract is not approved, the tenant may appeal to the hearing officer.

**I.** If this state or a political subdivision of this state exercises eminent domain and the mobile home park is sold or a sale is made to this state or a political subdivision of this state that intends to exercise eminent domain, the state or political subdivision is responsible for the relocation costs of the tenants.

**J.** If a tenant is vacating the premises and has informed the landlord or manager before the change in use notice has been given, the tenant is not eligible for compensation under this section.

**K.** A person who purchases a mobile home already situated in a park or moves a mobile home into a park in which a change in use notice has been given is not eligible for compensation under this section.

**L.** This section does not apply to a change in use if the landlord moves a tenant to another space in the mobile home park at the landlord's expense.

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

**A.** The mobile home relocation fund is established consisting of monies collected pursuant to section 33-1476.03 and any surcharge collected pursuant to section 33-1437. The director shall administer the fund.

**B.** Fund monies shall be used as prescribed in sections 33-1476.04 and 41-2157 and to pay premiums and other costs of purchasing, from a private insurer who is licensed to transact insurance business in this state, insurance coverage for tenant relocation costs due to a change in use as prescribed in section 33-1476.01. Any insurance rebates shall be deposited in the fund. If such insurance is not available, or if the insurance costs exceed the amount available from the fund, the fund shall be used to make direct payments for tenant relocation costs. Monies in the fund in excess of the amount required for these purposes shall be used, as necessary, to support the department of

fire, building and life safety's administration of the hearing function under title 41, chapter 16, article 5 and the department of building and fire safety's administration of section 33-1437, subsection C.

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

**D.** The director may adopt, amend or repeal rules pursuant to title 41, chapter 6 for the administration of the fund. Fund monies shall be paid to the department of fire, building and life safety to offset the costs of administering the fund including the direct and indirect costs of processing applications for reimbursement submitted under section 41-2157 and administering the direct and indirect costs of section 33-1437, subsection C. The attorney general shall review the costs charged to the fund.

### **33-1476.03. Assessments for mobile home relocation fund; waiver**

**A.** In order to provide monies for the mobile home relocation fund, each owner of a mobile home located in a mobile home park who does not own the land upon which the mobile home is located shall pay each year to the state an assessment equal to a rate of fifty cents per one hundred dollars of the taxable assessed valuation, derived by applying the applicable percentage specified in title 42, chapter 15, article 1 to the limited property value, for each mobile home the person owns. The county treasurer shall collect the assessment imposed by this subsection at the same time and in the same manner as personal property taxes. The county treasurer shall separately list the assessment on the tax roll and shall transfer the revenues collected to the state treasurer for deposit in the mobile home relocation fund. The county treasurer shall send to the state treasurer a written notice of the total taxable assessed valuation, derived by applying the applicable percentage specified in title 42, chapter 15, article 1 to the limited property value, of all mobile homes in the county on which the assessment prescribed by this section is assessed. The assessment constitutes a lien on the mobile home.

**B.** The director shall notify all county assessors to waive the assessment for any year if the monies in the fund exceed eight million dollars. The director shall send a copy of the notice to the county treasurers.

**C.** If at the end of a fiscal year the amount of monies in the relocation fund is less than six million dollars, the director may notify the county assessors to reinstate the assessment prescribed by this section. If the director notifies the county assessors, the director shall send a copy of the notice to the county treasurers.

### **33-1476.04. Relocations due to rent increase; mobile home relocation fund; applicability**

**A.** A tenant is eligible for payment from the mobile home relocation fund if all of the following conditions are met:

- 1.** The tenant resides in a mobile home that is owned by the tenant and that is located in a mobile home park.
- 2.** A rent increase will be effective at the expiration or renewal of the tenant's rental agreement.
- 3.** The rent increase either singly or in combination during any consecutive twelve month period is more than a total of ten per cent plus the current increase in the consumer price index over the most recent one year period before the date of the notice of the rent increase. For the purposes of this paragraph, "consumer price index" means the "west-A" index that is published by the United States department of labor, bureau of labor statistics, and that demonstrates changes in prices in certain cities in the western United States.

**B.** A landlord who increases rent as prescribed by subsection A of this section shall give written notice of the applicability of this section to all affected tenants.

**C.** A tenant is eligible to receive relocation expenses pursuant to subsection A of this section as follows:

- 1.** At least thirty days before the effective date of the rent increase that exceeds the limits prescribed by subsection A of this section, the tenant shall submit a contract for relocation of the mobile home to the director for approval and to the landlord.
- 2.** Before the effective date of the rent increase, the tenant shall relocate the mobile home or have a fully signed contract with a licensed moving company to move the mobile home to a specific location by a specific date and must have moved the mobile home pursuant to that contract within forty-five days after the effective date of the rent increase.

3. The director shall approve or disapprove the contract submitted within fifteen days after receipt of the contract, and the contract is deemed to be approved on the sixteenth day if the director takes no action. The payment of relocation expenses shall be made at or before the time of relocation as provided in rules adopted by the director. If the contract is not approved, the tenant may appeal to an administrative law judge pursuant to title 41, chapter 16, article 5. The tenant shall provide notice pursuant to section 33-1451, subsection A, paragraph 6 if the tenant relocates.

4. On approval, the tenant is eligible for the lesser of the actual moving expenses of relocating the mobile home or five thousand dollars for a single section mobile home or ten thousand dollars for a multisection mobile home. Compensable moving expenses include the cost of taking down, moving and setting up the mobile home in the new location if the mobile home is relocated to a residential location within a one hundred mile radius of the vacated mobile home park.

D. As an alternative to receiving payment as prescribed in subsection c of this section, a tenant who is eligible to receive payment pursuant to subsection A of this section may abandon the mobile home in the mobile home park and collect an amount equal to one-fourth of the maximum allowable moving expense for that mobile home from the mobile home relocation fund. To qualify for an abandonment payment pursuant to this subsection, the tenant shall deliver to the landlord the current title to the mobile home with the notarized endorsement of the owner of record together with complete releases of all liens that are shown on the title and proof that all taxes owing on the mobile home have been paid to date. The tenant shall provide a copy of these documents to the department of building and fire safety in support of the tenant's application for payment. If the tenant chooses to abandon the mobile home pursuant to this subsection, the landlord is exempt from making the payments to the fund prescribed in section 33-1476.01, subsection D.

E. This section does not apply to rent increases that are prescribed in a written rental agreement.

F. Nothing in this section shall be construed to make any rent increase unreasonable.

### **33-1476.05. Relocations due to change in age restricted community use; payment from mobile home relocation fund; applicability**

A. The landlord shall notify the director and all tenants in writing of a change in use at least sixty days before a change in the age restricted community to an all age community use as defined by the housing for older persons act of 1995.

B. A tenant is eligible for payment from the mobile home relocation fund if both of the following conditions are met:

1. The tenant resides in a mobile home or manufactured home that is owned by the tenant and that is located in an age restricted mobile home park.

2. The landlord implements a change from an age restricted community to an all age community as defined by the housing for older persons act of 1995.

C. A landlord who changes a mobile home park designation from an age restricted community shall give written notice of the applicability of this section to all affected tenants.

D. A tenant is eligible to receive relocation expenses pursuant to subsection B of this section as follows:

1. Within one hundred eighty days after the effective date of notification of the change in the age restricted community's use, the tenant shall submit a contract for relocation of the mobile or manufactured home to the director for approval and to the landlord.

2. After notice of approval by the director for the payment of relocation expenses the tenant shall relocate the mobile or manufactured home or have a fully signed contract with a licensed moving company to move the mobile or manufactured home to a specific location by a specific date and must have moved the mobile or manufactured home pursuant to that contract within forty-five days after notice from the director.

3. The director shall approve or not approve the contract submitted within fifteen days after receipt of the contract and the contract is deemed to be approved on the sixteenth day if the director takes no action. The payment of relocation expenses shall be made at or before the time of relocation as provided in rules adopted by the director. If the contract is not approved, the tenant may appeal to an administrative law judge pursuant to title 41, chapter 16, article 5. The tenant shall provide notice pursuant to section 33-1451, subsection A, paragraph 6 if the tenant relocates.

4. On approval, the tenant is eligible for the lesser of the actual moving expenses of relocating the mobile home or five thousand dollars for a single section mobile home or ten thousand dollars for a multisection mobile home. Compensable moving expenses include the cost of taking down, moving and setting up the mobile home in the new location if the mobile home is relocated to another age restricted community within a one hundred mile radius of the vacated mobile home park.

E. The landlord shall not be responsible for making any payment into the mobile home relocation fund for any mobile or manufactured home moved pursuant to this section.

### **33-1477. Failure to maintain by tenant**

If there is noncompliance by the tenant with section 33-1451 materially affecting health and safety that can be remedied by repair, replacement of a damaged item or cleaning and the tenant fails to comply as promptly as conditions require in case of emergency or within ten days after written notice by the landlord specifying the breach and requesting that the tenant remedy it within that period of time, the landlord may enter the mobile home space, cause the work to be done in a workmanlike manner and submit an itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as additional rent on the next date when periodic rent is due, or if the rental agreement was terminated, for immediate payment.

### **33-1478. Remedies for abandonment; required registration**

**A.** If the tenant abandons the mobile home unit on a mobile home space, it is incumbent upon the landlord to locate the legal owner or lienholder of the mobile home unit within ten days and communicate to him his liability for any costs incurred for the mobile home space for such mobile home unit, including rent and utilities due and owing. However, the landlord shall be entitled to a maximum of sixty days' rent due prior to notice to lienholder. Any and all costs shall then become the responsibility of the legal owner or lienholder of the mobile home. The mobile home unit may not be removed from the mobile home space without a signed written agreement from the mobile home park landlord, owner or manager showing clearance for removal, showing all monies due and owing paid in full, or an agreement reached with the legal owner and the landlord.

**B.** A required standardized registration form shall be filled out by each mobile home space renter, upon mobile home space rental, showing mobile home make, year, serial number and license number if any be legally required, and also showing if the mobile home is paid for, if there is a lien on the mobile home, and if so the lienholder, and who is the legal owner of the mobile home unit. The registration cards or forms shall be kept on file with the park management as long as the mobile home is on the mobile home space within the park. Notice shall be given to park management within ten days of any changes in a new lien, changes of existing lien or settlement of lien.

### **33-1480. Landlord liens; distraint for rent abolished**

**A.** A lien or security interest on behalf of the landlord in the tenant's household goods is not enforceable unless perfected before the effective date of this chapter.

**B.** Distraint for rent is abolished.

### **33-1481. Remedy after termination**

**A.** If the rental agreement is terminated, the landlord may have a claim for possession of the mobile home space and for rent and a separate claim for actual damages for breach of the rental agreement.

**B.** In the execution of any writ of restitution issued pursuant to section 12-1178 or 12-1181, the landlord may provide written instructions to the sheriff or constable not to remove the mobile home from its space, and if those written instructions are provided, the sheriff or constable may fully execute the writ of restitution by removing all occupants and their possessions from the mobile home and from the space it occupies. The mobile home shall then be deemed abandoned and section 33-1478 applies and the landlord may terminate any utility services that are provided by the landlord. An owner of a mobile home in compliance with the provisions of subsection C of this section may recover possession of the owner's mobile home while the title remains in the owner's name.

**C.** A mobile home that is subject to a judgment for forcible detainer may not be removed from its space until the provisions of section 33-1451, subsection B have been satisfied. The landlord may agree in writing to accept other terms in satisfaction of the judgment. This provision shall not apply to any lienholder of record on the date of judgment or its successors or assigns.

### **33-1482. Recovery of possession limited**

A landlord may not recover or take possession of the mobile home space by action or otherwise, including wilful diminution of services to the tenant by interrupting or causing the interruption of electric, gas, water or other essential service to the tenant, except in case of abandonment, surrender or as permitted in this chapter.

**33-1483. Periodic tenancy; holdover remedies**

- A.** The landlord may terminate a tenancy only as provided in this chapter.
- B.** If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is willful and not in good faith the landlord in addition may recover an amount equal to not more than two months' periodic rent and twice the actual damages sustained by him.

**33-1484. Landlord and tenant remedies for abuse of access**

- A.** If the tenant refuses to allow lawful access, the landlord may terminate the rental agreement and may recover actual damages.
- B.** If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement. In either case, the tenant may recover actual damages not less than an amount equal to one month's rent plus attorney's fees, plus any unused prepaid rent.

**33-1485. Special detainer actions; service; trial postponement**

- A.** Special detainer actions shall be instituted for remedies prescribed in section 33-1476, subsection D, paragraph 3. Except as provided in this section, the procedure and appeal rights prescribed in title 12, chapter 8, article 4 apply to special detainer actions.
- B.** The summons shall be issued on the day the complaint is filed and shall command the person against whom the complaint is made to appear and answer the complaint at the time and place named that is at least three days but not more than six days from the date of the summons. The tenant is deemed to have received the summons three days after the summons is mailed if personal service is attempted and within one day of issuance of the summons, a copy of the summons is conspicuously posted on the main entrance of the tenant's residence and on the same day the summons is sent by certified mail, return receipt requested, to the tenant's last known address. The summons in a special detainer action shall be served at least two days before the return day and the return day shall be made on the day assigned for trial. Service of process in this manner shall be deemed the equivalent of having served the tenant in person for the purposes of awarding a money judgment for all rent, damages, costs and attorney fees due.
- C.** For good cause supported by an affidavit, the trial may be postponed for not more than three days in a justice court or five days in the superior court.
- D.** If after the hearing the court finds by a preponderance of the evidence that the material and irreparable breach did occur, the court shall order restitution in favor of the plaintiff at least twelve but not more than twenty-four hours later.
- E.** If the defendant is found guilty, the court shall give judgment for the plaintiff for restitution of the premises, for late charges stated in the rental agreement, for costs and, at the plaintiff's option, for all rent found to be due and unpaid through the periodic rental period provided for in the rental agreement and shall grant a writ of restitution.
- F.** If the defendant is found not guilty, judgment shall be given for the defendant against the plaintiff for costs, and if it appears that the plaintiff has acquired possession of the premises since commencement of the action, a writ of restitution shall issue in favor of the defendant.

**33-1485.01. Removal of mobile home from mobile home park; violation; joint and several liability**

- A.** A tenant or a tenant's successor in interest shall provide the landlord with a written notification of intent to remove a mobile home from a mobile home space. The notification shall include the date the mobile home will be removed from the mobile home park, the name, address and telephone number of the person or entity that will be removing the mobile home from the mobile home park and the name, address and telephone number of the person or entity that will be the responsible party for restoring the mobile home space in accordance with the rental agreement and the mobile home park rules and regulations. If the responsible party is not licensed by the department of fire, building and life safety or the registrar of contractors, the landlord may require a security deposit or surety bond of not more than one thousand dollars minus the amount of any security deposit that was collected at the beginning of the tenant's tenancy. The security deposit or surety bond shall be paid or provided before work begins on restoring the

mobile home space and shall secure the cost of restoration if the responsible party fails to completely restore the mobile home space. The landlord shall provide an accounting of any security deposit as prescribed in section 33-1431, subsection C.

**B.** A mobile home shall not be removed from a mobile home park by any tenant, any mobile home owner or any other person or entity unless the person or entity that is removing the mobile home has received from the landlord a written clearance for removal. The landlord shall not interfere with the removal of a mobile home for any reason other than nonpayment of monies due as of the date of removal even if the term of the rental agreement has not expired. The written clearance shall contain both of the following:

**1.** A statement that all monies due for space rent as of the date of removal have been paid or that the landlord and that person or entity have otherwise agreed to the removal.

**2.** The requirements for a mobile home space restoration as prescribed by the rental agreement and by the mobile home park rules and regulations and that shall be performed by the responsible party listed in the removal notification that is required by subsection A of this section.

**C.** A person or entity who violates subsection B of this section shall be liable for two times the amount of any rents due.

**D.** The responsible party identified in the removal notification that is removing a mobile home from a mobile home space shall also remove all accessory structures unless the landlord has agreed in writing to allow those structures to remain. The responsible party identified in the removal notification that is removing the mobile home shall also remove all construction debris, trash and personal property on the rental space from the mobile home park and shall be responsible for restoring the space in accordance with the rental agreement and the mobile home park rules and regulations. The rules and regulations may contain conditions regarding the removal of a mobile home from the mobile home park and the restoration of a mobile home space by a tenant or a tenant's successor in interest after removal of the mobile home. The conditions shall not include any provisions regarding environmental liability or environmental remediation, and any environmental liability or environmental remediation requirements shall be governed as otherwise provided by law. If a rental space does not satisfy the requirements of this section following removal of a mobile home, the landlord may provide the last tenant, the tenant's successor in interest or the mobile home owner and the responsible party identified in the removal notification with written notice that specifies what must be done to bring the space into compliance and that requests that the parties remedy the condition within ten days. If the work is not completed within ten days, the landlord may cause the work to be done and shall prepare an itemized bill for the actual and reasonable cost or the fair and reasonable value of the work and submit it to the last tenant, the tenant's successor in interest or the mobile home owner and the responsible party identified in the removal notification. All of those persons shall be jointly and severally liable for the expenses.

## ARTICLE 5. RETALIATORY ACTION

**§ 33-1491**            Retaliatory conduct prohibited; eviction

### **33-1491. Retaliatory conduct prohibited; eviction**

**A.** Except as provided in this section, a landlord shall not retaliate by increasing rent or decreasing services or by bringing or threatening to bring an action for eviction after any of the following:

**1.** The tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health and safety.

**2.** The tenant has complained to the landlord of a violation under this chapter.

**3.** The tenant has organized or become a member of a tenant's union or similar organization.

**4.** The tenant has filed an action against the landlord in the appropriate court or with the appropriate hearing officer.

**B.** If the landlord acts in violation of subsection A of this section, the tenant is entitled to the remedies provided in section 33-1475 and has a defense in action against him for eviction. In an action by or against the tenant, evidence of a complaint within six months prior to the alleged act of retaliation creates a presumption that the landlord's conduct was in retaliation. The presumption does not arise if the tenant made the complaint after notice of termination

of the rental agreement. For the purpose of this subsection, "presumption" means that the trier of fact must find the existence of the fact presumed unless and until evidence is introduced which would support a finding of its nonexistence.

**C.** The landlord of a mobile home park shall specify the reason for the termination of any tenancy in such mobile home park. The reason relied on for the termination shall be set forth with specific facts, so that the date, place and circumstances concerning the reason for termination can be determined. Reference to or recital of the language of this chapter, or both, is not sufficient compliance with this subsection.

**D.** Notwithstanding subsections A and B of this section, a landlord may bring an action for eviction if either of the following occurs:

1. The violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant or other person in his household or upon the premises with his consent.

2. The tenant is in default in rent. The maintenance of the action does not release the landlord from liability under section 33-1471, subsection B.

## ARTICLE 6. AFFIDAVIT OF AFFIXTURE

### § 33-1501 Affidavit of affixture for mobile home in mobile home park

#### **33-1501. Affidavit of affixture for mobile home in mobile home park**

**A.** Notwithstanding any other statute, a person who owns a mobile home that is located in a mobile home park on real property that is not owned by that person may file an affidavit of affixture with the county recorder of the county in which the real property is located if all of the following conditions are met:

1. The mobile home has been installed on the real property with all wheels and axles removed in compliance with applicable state and local mobile home installation standards.

2. The owner of the mobile home has entered into a lease for the real property on which the mobile home is located for a primary term of at least twenty years and the lease specifically permits the recording of an affidavit of affixture.

3. Before filing the affidavit of affixture, a memorandum of lease is recorded that includes all of the following:

(a) The names and addresses of the landlord and the tenant.

(b) The duration of the primary term of the lease.

(c) The conditions of any lease renewal provisions.

(d) The make, year, size, manufacturer's list price and vehicle identification numbers of the mobile home.

(e) The legal description of the real property on which the mobile home is located.

(f) The acknowledged signatures of both the landlord and the tenant. A memorandum of lease is not valid unless the signatures of both the landlord and the tenant are included on the memorandum and are acknowledged.

**B.** For a mobile home park, a legal description of the real property is sufficient as follows:

1. For a mobile home park that has a subdivision plat recorded with the county recorder that identifies the individual lots, the description shall refer to the lot, the name of the community as shown on the plat and the recording information for the plat of record.

2. A mobile home park may record a leasehold map of the mobile home park. A leasehold map shall, at a minimum, set forth the legal description of the land comprising the mobile home park, show the location of all rental spaces of the mobile home park and assign each space a unique identifying number. To qualify as a leasehold map, the map shall identify the mobile home park by name and contain a certification by the owner of the land that it accurately depicts the location and dimensions of all mobile home spaces in the mobile home park. Leasehold maps shall be recorded as maps by the county recorder and shall conform to size and other restrictions applicable to the recording of maps. For a mobile home park that has recorded a leasehold map, the legal description is sufficient if it refers to the space number of the mobile home space as shown on the leasehold map and refers to the recording data pertaining to the leasehold map.

3. For a mobile home park that does not have a plat recorded with the county recorder that identifies individual lots, the description shall comply with any of the following:

**(a)** A metes and bounds description of the real property that is subject to the lease. This description shall also serve as the legal description of the mobile home lot in the lease.

**(b)** A reference to a lot number that is contained in an unrecorded plat of the mobile home park if a legible copy of the plat is attached to both the memorandum of lease and the affidavit of affixture and each copy of the unrecorded plat sets forth the exact dimensions of the mobile home lot. The location of the lot shall be shown on the plat so that the lot can be located with certainty.

**(c)** A reference to a lot number that is contained in a development plan that has been reviewed and approved by the county or municipal planning department that has jurisdiction over the land depicted in the development plan. The description is sufficient if it contains the name and date of the development plan, the lot number of the designated lot and the actual or approximate date of approval of the development plan by the planning department. A legible copy of the development plan lot shall be attached to both the memorandum of lease and the affidavit of affixture and each copy of the development plan lot shall set forth the exact dimensions of the mobile home lot and shall show its exact location.

**C.** An affidavit of affixture that is filed pursuant to this section shall contain all of the following:

1. The make, year, size, manufacturer's list price and vehicle identification numbers of the mobile home.
2. The legal description of the real property to which the mobile home has been affixed.
3. A statement that the mobile home has not previously been assessed and taxed in this state as personal property or the name and address of the persons to whom the last tax statement for the mobile home was sent and the location of the mobile home when it was last taxed.
4. The name of the holder of any security interests in the mobile home that are not terminated by the consent of the secured party that is contained in the affidavit of affixture pursuant to subsection E of this section and the original principal amount that is secured by the security interest.

**D.** The department of transportation's receipt that is issued pursuant to section 28-2063, subsection A, paragraph 3 shall be filed with the assessor in the county the affidavit of affixture is recorded.

**E.** The recording of an affidavit of affixture does not impair the rights of any holder of a perfected security interest in the mobile home unless the affidavit of affixture contains the acknowledged consent of the secured party to the termination of the security interest. If a secured party so consents, that security interest terminates when the affidavit of affixture is recorded.

**F.** If an affidavit of affixture is submitted for recording on a mobile home that enters this state for sale or installation, a certificate of compliance or waiver that is issued by the office of manufactured housing is required and shall be submitted with the affidavit of affixture.

**G.** The landlord under the lease who is also the owner of the real property on which the mobile home is located may record a notice and affidavit that terminates an affidavit of affixture of a mobile home on the landlord's real property if the lease has been terminated before its expiration. In that event, the landlord shall attach to the notice and affidavit one of the following:

1. An agreement executed by both the landlord and the tenant in which both parties agree to the termination of the lease.
2. A copy of a judgment for forcible detainer that is entered by a court of competent jurisdiction, that upholds the termination of the lease and that awards possession of the real property to the landlord.
3. An affidavit of the landlord stating that the mobile home has been removed from the real property.

**H.** At any time after the landlord records a notice and affidavit terminating an affidavit of affixture pursuant to subsection G of this section, the department of transportation shall retitle the mobile home to the owner of the mobile home on presentation of a copy of the notice and affidavit that terminates the affidavit of affixture, together with a document that contains a tax clearance from the county treasurer's office, and on satisfaction of other requirements that the department of transportation imposes.

**I.** The mobile home and the leasehold interest to which it is affixed shall be treated as real property. The provisions of this chapter apply to the relationship between the landlord and the owner of the mobile home as tenant.

**J.** If there is a change in the identity of the owner of the mobile home during the term of any lease for which an affidavit of affixture has been recorded pursuant to this section, the landlord and the new owner of the mobile home as successor tenant shall execute an amended memorandum of lease that identifies the successor tenant and that

refers to the affidavit of affixture by date and recording information. On the recording of the amended memorandum of lease, the successor tenant succeeds to the rights and obligations of the owner under the affidavit of affixture.

ARIZONA REVISED STATUTES  
TITLE 33. PROPERTY  
CHAPTER 17. RESIDENTIAL RENTAL PROPERTY

ARTICLE 1. GENERAL PROVISIONS

<b>§ 33-1901</b>	Definitions
<b>§ 33-1902</b>	Residential rental property; recording with the assessor; agent designation; civil penalty
<b>§ 33-1903</b>	Appointment of temporary receiver; term; duties; accounting
<b>§ 33-1904</b>	Inspections
<b>§ 33-1905</b>	Slum property; appeal

**33-1901. Definitions**

In this article, unless the context otherwise requires:

1. "Managing agent" means a person, corporation, partnership or limited liability company that is authorized by the owner to operate and manage the property.
2. "Residential rental property" means property that is used solely as leased or rented property for residential purposes. If the property is a space rental mobile home park, residential rental property includes the rental space that is leased or rented by the owner of that rental space but does not include the mobile home or recreational vehicle that serves as the actual dwelling if the dwelling is owned and occupied by the tenant of the rental space and not by the owner of the rental space.
3. "Slum property" means residential rental property that has deteriorated or is in a state of disrepair and that manifests one or more of the following conditions that are a danger to the health or safety of the public:
  - (a) Structurally unsound exterior surfaces, roof, walls, doors, floors, stairwells, porches or railings.
  - (b) Lack of potable water, adequate sanitation facilities, adequate water or waste pipe connections.
  - (c) Hazardous electrical systems or gas connections.
  - (d) Lack of safe, rapid egress.
  - (e) Accumulation of human or animal waste, medical or biological waste, gaseous or combustible materials, dangerous or corrosive liquids, flammable or explosive materials or drug paraphernalia.

**33-1902. Residential rental property; recording with the assessor; agent designation; civil penalty; fee**

**A.** An owner of residential rental property shall maintain with the assessor in the county where the property is located information required by this section in a manner to be determined by the assessor. The owner shall update any information required by this section within ten days after a change in the information occurs. The following information shall be maintained:

1. The name, address and telephone number of the property owner.
2. If the property is owned by a corporation, limited liability company, partnership, limited partnership, trust or real estate investment trust, the name, address and telephone number of any of the following:
  - (a) For a corporation, a corporate officer.
  - (b) For a partnership, a general partner.
  - (c) For a limited liability company, the managing or administrative member.
  - (d) For a limited partnership, a general partner.
  - (e) For a trust, a trustee.
  - (f) For a real estate investment trust, a general partner or an officer.
3. The street address and parcel number of the property.
4. The year the building was built.

**B.** An owner of residential rental property who lives outside this state shall designate and record with the assessor a statutory agent who lives in this state and who will accept legal service on behalf of the owner. The owner shall designate the agent in a manner to be determined by the assessor. The information shall include the name, address and telephone number of the agent.

**C.** Residential rental property shall not be occupied if the information required by this section is not on file with the county assessor. If the owner has not filed the information required by this section with the county assessor and the residential rental property is occupied by a tenant and the tenant chooses to terminate the tenancy, the tenant shall deliver to the landlord, owner or managing agent of the property a written ten day notice to comply with this section. The notice shall be delivered by certified mail, return receipt requested, or by hand delivery. If the owner does not comply with this section within ten days after receipt of the notice, the tenant may terminate the rental agreement and the landlord shall return all prepaid rent to the tenant. Security deposits shall be returned in accordance with section 33-1321, subsection D. The landlord shall return those monies by certified mail, return receipt requested, or by hand delivery to the tenant within ten days after the termination of the rental agreement. This subsection applies to any existing lease and to any new lease after August 25, 2004. Notwithstanding this subsection, an owner is in compliance with this subsection only if the owner had filed the information required by subsection A of this section with the county assessor.

**D.** All records, files and documents that are required by this section are public records.

**E.** For residential rental property that is acquired by an owner after the date of the notice of assessed valuation and the notice prescribed by section 42-15103 and until the issuance of the next notice of assessed valuation, a city or town shall assess a civil penalty of one thousand dollars against a person who fails to comply with this section, plus an additional one hundred dollars for each month after the date of the original violation until compliance occurs. The court shall not suspend any portion of the civil penalty provided by this subsection.

**F.** Notwithstanding subsection E of this section, if a person complies within ten days after receiving the complaint that notices the violation, the court shall dismiss the complaint and shall not impose a civil penalty.

**G.** Except for newly acquired residential rental property as prescribed by subsection E of this section, if a residential rental property owner fails to register with the county assessor as prescribed by this section, the city or town may impose a civil penalty in the amount of one hundred fifty dollars per day for each day of violation after the date of the most recent notice of assessed valuation and the notice prescribed by section 42-15103. If a person complies within ten days after receiving the notice from the county assessor, the court shall dismiss the complaint and shall not impose a civil penalty.

**H.** In carrying out this section, the county assessor shall have immunity as provided in section 12-820.01.

**I.** The county assessor may assess a fee of not more than ten dollars for each initial registration and each change of information in the registry.

**J.** On request from a city or town the county assessor shall provide the most current list of all registered rental property owners within the city's or town's boundaries.

### **33-1903. Appointment of temporary receiver; term; duties, accounting**

**A.** This state or a city, town or county of this state may apply to the superior court for the appointment of a temporary receiver to manage a property that is designated as a slum property by a city, town or county or the state.

**B.** If the court determines that the appointment of a temporary receiver is necessary, the court may order the appointment of a temporary receiver to manage or operate the premises for as long as the court deems necessary. The court shall not appoint a temporary receiver for a term of more than one year.

**C.** A temporary receiver who is appointed pursuant to subsection B of this section either shall be a real estate licensee specializing in property management or an attorney specializing in real estate law and shall swear or affirm to faithfully and fairly discharge the receiver's duties. The court may require the temporary receiver to post a bond in an amount fixed by the court.

**D.** The court shall determine the following:

1. The management duties of the receiver.
2. The amount of compensation to be paid to the receiver.
3. The method of payment.

4. The payment periods.

E. The temporary receiver shall continue to manage the property during the pendency of any appeal or until relieved by the court. The court may remove a temporary receiver on its own motion or on the motion of any party or the temporary receiver.

F. The temporary receiver may do any of the following:

1. Take control of the property.

2. Pay the mortgage on the property if there are sufficient monies derived from the income of the property to do so.

3. Collect rents due on the property.

4. Make or have made any repairs that are necessary to bring the property into compliance with any statute or ordinance.

5. Make payments that are necessary for the maintenance or restoration of utilities to the property.

6. Purchase materials that are necessary to make repairs.

7. Renew, terminate or modify existing rental contracts and leases as provided by law.

8. Enter into new rental contracts and leases.

9. Affirm, renew or terminate an existing insurance contract that covers the property as provided by law.

10. Enter into a new contract that provides for insurance coverage on the property.

11. Hire security or other personnel that are necessary for the safe and proper operation and maintenance of the property.

12. Prosecute or defend suits that flow from the management of the property and retain counsel.

13. Exercise all other authority that an owner of the property would have except the authority to sell the property.

G. Before the receiver spends monies in excess of ten thousand dollars the court and the party who is responsible for the payment of the temporary receiver's expenditures shall approve the expenditure of those monies.

H. The costs of compensation to and expenditures by the temporary receiver shall be paid in the following order of priority:

1. From the income that is derived from the property and that is available after all taxes and mortgages are satisfied.

2. By the party who requested the appointment of the temporary receiver.

I. On filing with the county recorder of the county in which the property is located, a lien is created in favor of the party who pays the temporary receiver's costs of compensation and expenditures other than the defendant. The lien is prior to all other liens, obligations or encumbrances except for prior recorded mortgages, restitution liens, child support liens and general tax liens.

J. On the completion of the receivership, the temporary receiver shall file with the court a full accounting of all costs and expenses incurred and all income received during course of the receivership.

K. On finding that the appointment of a temporary receiver is no longer warranted, the court on its own motion or the motion of any party may terminate the temporary receivership.

L. After all violations have been cured, the temporary receivership shall be terminated.

### **33-1904. Inspections**

A. In addition to any other statute or ordinance providing for the inspection of property, a city, town or county or the state may inspect the residential rental property if either of the following occurs:

1. A property owner fails to comply with the provisions of section 33-1902. The property is subject to immediate inspection until there is compliance. If the property is occupied, the inspecting authority shall request consent of the tenant before entering the interior of the structure. Except as otherwise provided by law, the right of inspection does not extend to the interior of a dwelling unit in a space rental mobile home park or recreational vehicle park that is not owned by a landlord unless the tenant is in possession of the dwelling unit or, if the dwelling unit is vacant or abandoned, the owner consents to the inspection. If the tenant refuses to consent to the entry, the inspecting authority has recourse to any remedy provided by law to secure entry.

2. A property has been designated as a slum property by a city, town or county or the state. The city, town, county or state may annually inspect a property designated as a slum property for three consecutive years. A city, town or county or the state shall establish the process by which a property is designated as a slum property.

- B.** The property owner is responsible for the costs of an inspection that is conducted pursuant to this section. If the property that is inspected is a dwelling unit in a space rental mobile home park or recreational vehicle park that is not owned by a landlord, the owner of the dwelling unit is responsible for the costs of the inspection.
- C.** On recording a penalty or inspection cost with the recorder's office in the county in which the property is located, the penalty or inspection cost is deemed to be an assessment and is prior to all other liens, obligations or encumbrances except for liens under title 12, chapter 7, article 12, prior recorded mortgages, restitution liens, child support liens and general tax liens. If the property that was inspected was a dwelling unit in a space rental mobile home park or recreational vehicle park that is not owned by a landlord, a lien shall not be recorded against the owner of the property other than the dwelling. The lien may be filed with the department of transportation and, if filed, has the same effect as otherwise provided for in this section.
- D.** This section shall not affect any other statute or ordinance pertaining to inspection of property.

**33-1905. Slum property; appeal**

- A.** A governmental agency that may designate a residential rental property as a slum property shall establish procedures by which the owner of the property may file an administrative appeal contesting the designation of the property.
- B.** The decision at the hearing on the administrative appeal is the final administrative decision.
- C.** A party may appeal the administrative decision pursuant to title 12, chapter 7, article 6.

ARIZONA REVISED STATUTES  
TITLE 41. STATE GOVERNMENT  
CHAPTER 16. DEPARTMENT OF FIRE, BUILDING AND LIFE SAFETY

ARTICLE 2. OFFICE OF MANUFACTURED HOUSING

- § 41-2151** Office of Manufactured Housing; purpose
- § 41-2152** Definitions
- § 41-2153** Powers and duties of the Assistant Director; work by unlicensed person; inspection agreement; permit
- § 41-2154** Submission of construction, reconstruction or alteration plans by manufacturers; approval; revocation
- § 41-2155** Preemption of local building codes; responsibility for maintenance of utility connections
- § 41-2156** Notification and correction of defects by manufacturer; notice to purchaser
- § 41-2157** Costs of complying with standards; reimbursement from Relocation Fund; definition

**41-2151. Office of manufactured housing; purpose**

The purpose of the office of manufactured housing within the department is to maintain standards of quality and safety for manufactured homes, factory-built buildings, mobile homes and accessory structures and installation of manufactured and mobile homes, factory-built buildings and accessory structures. The affairs of the office of manufactured housing shall be conducted consistently with minimum standards of the United States department of housing and urban development so as to be designated the "state inspector" for manufactured homes and related industries. The office shall implement all existing laws and regulations mandated by the federal government, its agencies and this state for such purposes.

#### **41-2152. Definitions**

In this article, unless the context otherwise requires:

1. "Deputy director" means the deputy director of the office.
2. "Office" means the office of manufactured housing within the department.

#### **41-2153. Powers and duties of the deputy director; work by unlicensed person; inspection agreement; permit**

**A.** The deputy director under the authority and direction of the director shall administer the provisions of this article and the rules adopted by the board.

**B.** The deputy director shall:

1. Establish a state inspection and design approval bureau within the office.
  2. Enter into reciprocity agreements and compacts with other states or private organizations which adopt and maintain standards of construction reasonably consistent with those adopted pursuant to this article upon determining that such standards are being enforced. The deputy director may void such agreements upon determining such standards are not being maintained.
  3. Authorize affixment of insignia to indicate compliance with the construction and installation requirements of this article.
  4. Enter and inspect or investigate premises at reasonable times, after presentation of credentials by the deputy director or personnel of the office or under contract with the office, where units regulated by this article are manufactured, sold or installed, to determine if any person has violated this article or the rules adopted pursuant to article 1 of this chapter.
  5. Enter into agreements with local enforcement agencies to enforce the installation standards in their jurisdiction provided the deputy director is monitoring their performance to be consistent with the installation standards of the office.
  6. If an inspection reveals that a mobile home entering this state for sale or installation is in violation of this chapter, order its use discontinued and the mobile home or any portion of the mobile home vacated. The order to vacate shall be served on the person occupying the mobile home and copies of the order shall be posted at or on each exit of the mobile home. The order to vacate shall include a reasonable period of time in which the violation can be corrected.
  7. If an inspection of a new installation of any mobile home or manufactured home reveals that the natural gas or electrical connections of the installation do not conform to the installation standards promulgated pursuant to article 1 of this chapter and the nonconformance constitutes an immediate danger to life and property, the inhabitants of the home shall be notified immediately and in their absence a notice citing the violations shall be posted in a conspicuous location. The deputy director may order that the public service corporation, municipal corporation or other entity or individual supplying the service to the unit discontinue such service. If the danger is not immediate, the deputy director shall allow at least twenty-four hours to correct the condition before ordering any discontinuation of service.
  8. If construction, installation, rebuilding or any other work is performed in violation of this chapter or any rule adopted pursuant to this chapter, order the work stopped. The order to stop work shall be served on the person doing the work or on the person causing the work to be done. The person served with the order shall immediately cease the work until authorized by the office to continue.
  9. Verify written complaints filed with the office by purchasers within one year from the date of purchase or installation of units. Complaints shall be accepted from consumers which allege violations by any dealer, broker, salesperson, installer or manufacturer of this chapter or the rules adopted pursuant to this chapter.
  10. Upon verification of a complaint pursuant to paragraph 9 of this subsection, serve notice to the dealer, broker, salesperson, installer or manufacturer that such verified complaint shall be satisfied as specified by the office.
- C.** Any dealer, broker, salesperson, installer or manufacturer licensed by the office shall respond within thirty days to a notice served pursuant to subsection B, paragraph 10 of this section. Failure to respond is grounds for disciplinary action pursuant to section 41-2186.

**D.** If an inspection or an investigation reveals that any work that is required to be performed by a licensee was performed by an unlicensed person required to be licensed pursuant to this chapter, the deputy director, an employee or a person under contract with the office may cite the unlicensed person. The citation may be issued and served

pursuant to section 13-3903. The action shall be filed in the justice court in the precinct where the unlicensed activity occurred.

**E.** The deputy director may enter into agreements with acceptable qualified building inspection personnel or inspection organizations for enforcement of inspection requirements provided the deputy director is monitoring their performance to be consistent with this article, rules adopted pursuant to this article and the established procedures of the office. If the deputy director determines that the person's or organization's performance is not consistent with this article, rules adopted pursuant to this article and the established procedures of the office, the person or organization may not enforce the contract and the aggrieved person shall be entitled to a refund of the consideration paid under the agreement.

**F.** If a mobile or manufactured home or factory-built building is installed without first obtaining an installation permit, the deputy director shall send a written notice to the purchaser specifying that a permit is required. If a permit is not obtained within thirty days of receipt of the written notice, the department shall issue and serve by personal service or certified mail a citation on the purchaser. Service of the citation by certified mail is complete after forty-eight hours from the time of deposit in the mail. On failure of the purchaser to comply with the citation within twenty days of its receipt, the deputy director shall file an action in the justice court in the precinct where installation occurred for violation of this subsection.

**41-2154. Submission of construction, reconstruction or alteration plans by manufacturers; approval; revocation**

**A.** Prior to the construction of any new model of factory-built building or subassembly, each manufacturer who intends to manufacture for delivery or sell such unit in this state shall submit to the director for approval detailed plans of each model and shall have obtained such approval.

**B.** Prior to reconstruction of any factory-built building, including those for which the director has not approved plans before construction, the licensee shall submit to the director for approval detailed plans of the factory-built building that indicate conformance with this state's adopted codes as certified by an engineer who is registered pursuant to title 32, chapter 1.

**C.** Prior to installation of a factory-built building or accessory structure, each licensee who intends to accomplish the construction shall submit to the director for approval detailed plans for each project and shall obtain the director's approval.

**D.** The office or a third party inspector who is authorized by the deputy director to verify compliance with the approved plans shall inspect the factory-built building.

**E.** A plan approval may be immediately suspended by the written notice of the deputy director if the deputy director has reasonable cause to believe that the licensee is not complying with the plan as approved or that the licensee has used inferior materials or workmanship in construction. This notice shall be served by personal service to an in-state licensee and by certified mail to an out-of-state licensee. Service of process by certified mail is complete after forty-eight hours from the time of deposit in the mail.

**41-2155. Preemption of local building codes; responsibility for maintenance of utility connections**

**A.** No building code or local enforcement agency or its adopted building codes may require, as a condition of entry into or sale in any county or municipality, that any unit which has been certified pursuant to this article be subjected to any local enforcement inspection to determine compliance with any standard covering any aspect of the unit which is inspected pursuant to this article.

**B.** Except where a local enforcement agency participates in the office permit and insignia issuance program for the installation of manufactured homes, mobile homes, factory-built buildings and accessory structures and inspection of such installations, no local enforcement agency shall subject any unit installed to any local inspections or charge a fee for any services provided pursuant to this article.

**C.** A local enforcement agency in any county or municipality shall recognize the minimum standards of the act as equal to any nationally accepted or locally adopted building code standard.

**D.** Nothing in subsection A, B or C of this section shall prevent the application of local codes and ordinances governing zoning requirements, fire zones, building setback, maximum area and fire separation requirements, site

development and property line requirements and requirements for on-site utility terminals for factory-built buildings, manufactured homes and mobile homes.

**E.** Notwithstanding any other provision of this section, the owner of a manufactured home or mobile home located in a park subject to title 33, chapter 11 is responsible for the maintenance of utility connections from any outlets furnished by the landlord pursuant to section 33-1434 to the unit, except that the landlord is responsible for the maintenance of connections for any distance greater than twenty-five feet to the point at which the utility connections are the property of the providing utility company if the outlet is located outside the lot line of the owner's unit and is more than twenty-five feet from the unit. A local enforcement agency that determines that local code requirements are not being met or that maintenance or safety activities are needed for utility connections may not require anyone except the responsible party to perform or pay for such activities.

**41-2156. Notification and correction of defects by manufacturer; notice to purchaser**

**A.** Every manufacturer of units shall furnish notification of any defect in any unit produced by such manufacturer which he determines, in good faith, relates to a construction or safety standard adopted pursuant to this chapter or contains a defect which constitutes an imminent safety hazard to the purchaser of such unit, within sixty days after such manufacturer has discovered the defect. Every manufacturer of units shall maintain a record of the names and addresses of the purchaser of each unit for the purposes of this section. Such information shall be provided by the dealer or broker upon purchase of each unit and reported monthly to the manufacturer.

**B.** The notification required by subsection A shall contain a clear description of such defect or failure to comply with such construction or safety standards, an evaluation of the risk to the occupants' safety reasonably related to such defect and a statement of the measures needed to repair the defect. The notification shall also inform the owner whether the defect will be corrected at no cost to the purchaser of the unit or at the expense of the purchaser.

**41-2157. Costs of complying with standards; reimbursement from relocation fund; definition**

**A.** The costs of bringing a mobile home into compliance with the requirements of this article may be reimbursed to the owner from the mobile home relocation fund established under section 33-1476.02 if all of the following are true:

1. The mobile home is moved from one mobile home park in this state to another mobile home park in this state.
2. The household income of the owner of the mobile home is at or below one hundred per cent of the current federal poverty level guidelines as published annually by the United States department of health and human services.
3. The mobile home is not being relocated as the result of a judgment in a forcible detainer or special detainer action requiring the owner to vacate the mobile home park in which the mobile home is located.

**B.** The amount of the reimbursement pursuant to this section shall not exceed one thousand dollars for the costs related to any mobile home.

**C.** The fund shall have a claim for reimbursement of sums received under this section by an individual who fails to reside in the mobile home for six months following its relocation, unless the failure was due to the death or disability of a resident.

**D.** In this section, "owner" means an individual whose primary residence has been the mobile home continuously for the six month period preceding an application for reimbursement, or an individual who has purchased the mobile home and who intends to reside in the mobile home as the individual's primary residence after the relocation.

**ARTICLE 4. OFFICE OF ADMINISTRATION**

**§ 41-2195** Violation; classification; penalty

**41-2195. Violation; classification; penalty**

**A.** No person required to be licensed pursuant to this article may sell or offer to sell in this state any manufactured home, factory-built building or subassembly unless the proper state insignia or HUD label is affixed to such unit.

**B.** No person required to be licensed pursuant to this article may manufacture for delivery, sell or offer to sell in this state any manufactured home, factory-built building or subassembly unless the unit and its components, systems and

appliances have been constructed and assembled in accordance with the standards and rules adopted pursuant to this chapter.

**C.** A person shall not occupy or otherwise use a mobile home which has been brought into this state or move a mobile home from one mobile home park in this state to another mobile home park in this state unless it meets the standards adopted pursuant to this chapter and displays the proper state insignia. A mobile home that is rehabilitated in accordance with rehabilitation rules adopted by the department and receives an insignia of approval shall be deemed by a county or municipality to be acceptable for relocation into an existing mobile home park. This subsection does not apply to a person bringing a mobile home into this state as a tourist.

**D.** A person shall not advertise or offer for sale a mobile home which has been brought into this state unless it meets the standards adopted pursuant to this chapter and displays the proper state insignia.

**E.** No person may remove or cause to be removed an insignia of approval or a notice of violation without prior authorization of the office.

**F.** A person shall not occupy or use a mobile home in violation of an order to vacate issued pursuant to section 41-2153, subsection B, paragraph 6.

**G.** Except as provided in subsections I and J of this section, a person who violates this chapter, or any such rule or standard, is guilty of a class 2 misdemeanor.

**H.** The deputy director, after notice and a hearing pursuant to section 41-2181, subsection A, may deny the issuance of a license or revoke or suspend the license of, impose an administrative penalty on or place on probation any manufacturer, dealer, broker, salesperson or installer who has violated this chapter or any standards and rules adopted pursuant to this chapter.

**I.** Any manufacturer, dealer, broker, salesperson or installer who knowingly violates this chapter or the rules adopted pursuant to section 41-2144, subsection A, paragraph 1, 2, 9 or 10 or any person who knowingly provides false information to seek reimbursement of expenses under section 41-2157 is guilty of a class 1 misdemeanor. Each violation of this chapter shall constitute a separate violation with respect to each failure or refusal to allow or perform an act required by this chapter, except that the maximum fine may not exceed one million dollars for any related series of violations occurring within one year from the date of the first violation.

**J.** An individual or a director, officer or agent of a corporation who knowingly violates this chapter or the rules adopted pursuant to this chapter in a manner which threatens the health or safety of any purchaser is guilty of a class 1 misdemeanor.

**K.** A manufacturer, dealer, salesperson or broker shall not knowingly sell a unit regulated by this chapter to an unlicensed person for the purpose of resale, nor shall a dealer offer for sale or sell a new unit manufactured by an unlicensed person.

**L.** In addition to any other obligations imposed by law or contract during the term of a listing agreement, a licensee who has agreed to act as an agent to offer a manufactured home for sale shall promptly submit all offers to purchase the listed unit from any source to the client. The offers shall be in writing and signed and dated by the party making the offer and the client on receipt. A copy of the executed document shall be maintained as part of the record of sales.

**M.** No licensee, owner or other persons may manufacture, alter, reconstruct or install units regulated by this chapter, unless it is accomplished in a workmanlike manner in accordance with the rules adopted pursuant to this chapter and is suitable for the intended purpose.

## ARTICLE 5. MOBILE HOME PARKS HEARING OFFICER FUNCTION

<b>§ 41-2198</b>	Administrative adjudication of complaints
<b>§ 41-2198.01</b>	Hearing; rights and procedures
<b>§ 41-2198.02</b>	Orders; penalties; disposition
<b>§ 41-2198.03</b>	Scope of hearing
<b>§ 41-2198.04</b>	Rehearing; appeal

### **41-2198. Administrative adjudication of complaints**

Pursuant to chapter 6, article 10 of this title, an administrative law judge shall adjudicate complaints regarding and ensure compliance with:

1. The Arizona mobile home parks residential landlord and tenant act.
2. Title 33, chapter 9 and condominium documents.
3. Title 33, chapter 16 and planned community documents.

**41-2198.01. Hearing; rights and procedures**

**A.** A person who is subject to title 33, chapter 11 or a party to a rental agreement entered into pursuant to title 33, chapter 11 may petition the department for a hearing concerning violations of the Arizona mobile home parks residential landlord and tenant act by filing a petition with the department and paying a nonrefundable filing fee in an amount to be established by the director. All monies collected shall be deposited in the state general fund and are not refundable.

**B.** For a dispute between an owner and a condominium association or planned community association that is regulated pursuant to title 33, chapter 9 or 16, the owner or association may petition the department for a hearing concerning violations of condominium documents or planned community documents or violations of the statutes that regulate condominiums or planned communities. The petitioner shall file a petition with the department and pay a nonrefundable filing fee in an amount to be established by the director. The filing fee shall be deposited in the condominium and planned community hearing office fund established by section 41-2198.05. The department does not have jurisdiction to hear:

1. Any dispute among or between owners to which the association is not a party.
2. Any dispute between an owner and any person, firm, partnership, corporation, association or other organization that is engaged in the business of designing, constructing or selling a condominium as defined in section 33-1202 or any property or improvements within a planned community as defined in section 33-1802, including any person, firm, partnership, corporation, association or other organization licensed pursuant to title 32, chapter 20, arising out of or related to the design, construction, condition or sale of the condominium or any property or improvements within a planned community.

**C.** The petition shall be in writing on a form approved by the department, shall list the complaints and shall be signed by or on behalf of the persons filing and include their addresses, stating that a hearing is desired, and shall be filed with the department.

**D.** On receipt of the petition and the filing fee the department shall mail by certified mail a copy of the petition along with notice to the named respondent that a response is required within twenty days of mailing of the petition showing cause, if any, why the petition should be dismissed.

**E.** After receiving the response, the director or the director's designee shall promptly review the petition for hearing and, if justified, refer the petition to the office of administrative hearings. The director may dismiss a petition for hearing if it appears to the director's satisfaction that the disputed issue or issues have been resolved by the parties.

**F.** Failure of the respondent to answer is deemed an admission of the allegations made in the petition, and the director shall issue a default decision.

**G.** Informal disposition may be made of any contested case.

**H.** Either party or the party's authorized agent may inspect any file of the department that pertains to the hearing, if such authorization is filed in writing with the department.

**I.** At a hearing conducted pursuant to this section, a corporation may be represented by a corporate officer, employee or contractor of the corporation who is not a member of the state bar if:

1. The corporation has specifically authorized the officer, employee or contractor of the corporation to represent it.
2. The representation is not the officer's, employee's or contractor of the corporation's primary duty to the corporation but is secondary or incidental to the officer's or employee's duties relating to the management or operation of the corporation.

**41-2198.02. Orders; penalties; disposition**

**A.** The administrative law judge may order any party to abide by the statute, condominium documents, community documents or contract provision at issue and may levy a civil penalty on the basis of each violation. For purposes of

actions brought under the Arizona mobile home parks residential landlord and tenant act, the civil penalty shall not exceed five hundred dollars. All monies collected pursuant to this article shall be deposited in the state general fund to be used to offset the cost of administering the administrative law judge function, except that monies collected from disputes involving condominiums or planned communities as prescribed in section 41-2198.01, subsection B shall be deposited in the condominium and planned community hearing office fund established by section 41-2198.05. If the petitioner prevails, the administrative law judge shall order the respondent to pay to the petitioner the filing fee required by section 41-2198.01.

**B.** The order issued by the administrative law judge is binding on the parties unless a rehearing is granted pursuant to section 41-2198.04 based on a petition setting forth the reasons for the request for rehearing, in which case the order issued at the conclusion of the rehearing is binding on the parties. Notwithstanding sections 41-1092.08, subsection B and 41-1092.09, an order issued by the administrative law judge in an action regarding a condominium or planned community is the final administrative decision and is not subject to a request for rehearing. The order issued by the administrative law judge is enforceable through contempt of court proceedings.

#### **41-2198.03. Scope of hearing**

**A.** The administrative law judge may hear and adjudicate all matters relating to the Arizona mobile home parks residential landlord and tenant act and rules adopted pursuant to this article, except that the administrative law judge shall not hear matters pertaining to rental increases pursuant to section 33-1413, subsection G or I.

**B.** This section shall not be construed to limit the jurisdiction of the courts of this state to hear and decide matters pursuant to the Arizona mobile home parks residential landlord and tenant act, the statutes or condominium documents that regulate condominiums or the statutes or community documents that regulate planned communities.

#### **41-2198.04. Rehearing; appeal**

**A.** Except for an action relating to condominium documents or planned community documents or the statutes regulating condominiums or planned communities, a person aggrieved by a decision of the administrative law judge may apply for a rehearing by filing with the director a petition in writing pursuant to section 41-1092.09. Within ten days after filing such petition, the director shall serve notice of the request on the other party by mailing a copy of the petition in the manner prescribed in section 41-2198.01 for notice of hearing.

**B.** The filing of a petition for rehearing temporarily suspends the operation of the administrative law judge's action. If the petition is granted, the administrative law judge's action is suspended pending the decision on the rehearing.

**C.** In the order granting or denying a rehearing, the director shall include a statement of the particular grounds and reasons for the director's action on the petition and shall promptly mail a copy of the order to the parties who have appeared in support of or in opposition to the petition for rehearing.

**D.** In a rehearing conducted pursuant to this section, a corporation may be represented by a corporate officer or employee who is not a member of the state bar if:

**1.** The corporation has specifically authorized such officer or employee to represent it.

**2.** Such representation is not the officer's or employee's primary duty to the corporation but is secondary or incidental to such officer's or employee's duties relating to the management or operation of the corporation.

## ARIZONA REVISED STATUTES TITLE 41. STATE GOVERNMENT CHAPTER 1. EXECUTIVE OFFICERS

### ARTICLE 2. THE SECRETARY OF STATE AND THE DEPARTMENT OF STATE

#### **§ 41-121**      Duties

**41-121. Duties**

12. Make available to the public, without charge, title 33, chapter 11 on the secretary of state's web site.

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