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FILED

**Jane Dee Hull
Secretary of State**

CHAPTER 360

SENATE BILL 1369

AN ACT

AMENDING SECTIONS 33-1409 AND 33-1476, ARIZONA REVISED STATUTES; AMENDING TITLE 33, CHAPTER 11, ARTICLE 1, ARIZONA REVISED STATUTES, BY ADDING SECTION 33-1413.03; AMENDING TITLE 33, CHAPTER 11, ARTICLE 4, ARIZONA REVISED STATUTES, BY ADDING SECTION 33-1485; RELATING TO MOBILE HOME PARKS.

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

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

4 33-1409. General definitions

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

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

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

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

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

20 5. "Change in use" means a change in the use of land from the rental
21 of mobile home spaces in a mobile home park to some other use.

1 6. "Compatible" means a mobile home which is in a similar condition
2 as the majority of the other mobile homes in the mobile home park, as
3 determined by the maintenance, condition and overall appearance of the mobile
4 home.

5 7. "Director" means the director of the department of building and
6 fire safety.

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

9 9. "Factory-built building" means a residential or nonresidential
10 building including a dwelling unit or habitable room thereof that is either
11 wholly or in substantial part manufactured at an off-site location to be
12 assembled on site, except that it does not include a manufactured home as
13 defined in section 41-2142 or a recreational vehicle or mobile home as
14 defined in this section.

15 10. "Fund" means the mobile home relocation fund.

16 11. "Good faith" means honesty in fact in the conduct or transaction
17 concerned.

18 12. "Guest" means a nonresident, over and above the occupancy limit set
19 for the resident's space under the terms of the rental agreement or by park
20 rules, of a mobile home park who stays at the home of a person with
21 constructive possession of the home with the consent of the resident for one
22 or more nights and not more than thirty days in any twelve month period.

23 13. "Hearing officer" means a hearing officer appointed pursuant to
24 title 41, chapter 16, article 5.

25 14. "Landlord" means the owner, lessor, sublessor or operator, or any
26 combination thereof, of a mobile home park and it also means a manager of the
27 premises who fails to disclose as required by section 33-1432.

28 15. "Mobile home" means either of the following:

29 (a) A structure built prior to June 15, 1976 on a permanent chassis,
30 capable of being transported in one or more sections and designed to be used
31 with or without a permanent foundation as a dwelling when connected to
32 on-site utilities, except that it does not include a recreational vehicle or
33 a factory-built building.

34 (b) A manufactured home built in accordance with the national
35 manufactured home construction and safety standards act of 1974 and title VI
36 of the housing and community development act of 1974 (P.L. 93-383, as amended
37 by P.L. 95-128, 95-557, 96-153 and 96-339).

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

41 17. "Moving expenses" means the cost incurred by the tenant whose
42 mobile home is moved for taking down, transporting and setting up the mobile
43 home with the identical, or substantially similar, improvements as were
44 attached to the tenant's mobile home on the mobile home space from which it

1 was removed but does not include the cost of landscaping or the cost of
2 utility lines, trenching or utility connections located in excess of
3 twenty-five feet from the point of hookup on the mobile home.

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

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

13 20. "Person" includes a company, partnership or firm as well as a
14 natural person.

15 21. "Premises" means the mobile home park and existing facilities and
16 appurtenances therein, including furniture and utilities where applicable,
17 and grounds, areas and existing facilities held out for the use of tenants
18 generally or whose use is promised to the tenant.

19 22. "Prospective tenant" means a person who desires to become a tenant.

20 23. "Recreational vehicle" means a vehicular type unit which is:

21 (a) A portable camping trailer that is mounted on wheels and that is
22 constructed with collapsible partial side walls that fold for towing by
23 another vehicle and unfold for camping.

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

28 (c) A park trailer that is built on a single chassis, that is mounted
29 on wheels, that is designed to be connected to utilities necessary for
30 operation of installed fixtures and appliances and that has a gross trailer
31 area of not less than three hundred twenty square feet and not more than four
32 hundred square feet when it is set up, except that it does not include fifth
33 wheel trailers.

34 (d) A travel trailer that is mounted on wheels, that is designed to
35 provide temporary living quarters for recreational, camping or travel use,
36 that is of a size or weight that does not require special highway movement
37 permits when towed by a motorized vehicle and that has a trailer area of less
38 than three hundred twenty square feet. This subdivision includes fifth wheel
39 trailers. If a unit requires a size or weight permit, it shall be
40 manufactured to the standards for park trailers in 119.5 of the American
41 national standards institute code.

42 (e) A portable truck camper that is constructed to provide temporary
43 living quarters for recreational, travel or camping use and that consists of

1 a roof, floor and sides designed to be loaded onto and unloaded from the bed
2 of a pickup truck.

3 24. "Rent" means payments to be made to the landlord or designated
4 agent in full consideration for the rented premises.

5 25. "Rental agreement" means leases or agreements and valid rules
6 adopted under section 33-1452 embodying the terms and conditions concerning
7 the use and occupancy of a mobile home space.

8 26. "Resident" means a person entitled under a rental agreement to
9 occupy a mobile home space to the exclusion of others AND DOES NOT INCLUDE
10 A PERSON RENDERING NECESSARY LIVE-IN CARE UNDER SECTION 33-1413.03.

11 27. "Security" means money or property given to assure payment or
12 performance under a rental agreement.

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

15 29. "Visitor" means a nonresident of a mobile home park who stays at
16 the home of a resident with the consent of the resident but does not stay
17 overnight.

18 Sec. 2. Title 33, chapter 11, article 1, Arizona Revised Statutes, is
19 amended by adding section 33-1413.03, to read:

20 33-1413.03. Care givers; treatment plan

21 A RESIDENT MAY HAVE ONE PERSON AT LEAST EIGHTEEN YEARS OF AGE OCCUPY
22 THE RESIDENT'S MOBILE HOME ON A TEMPORARY BASIS TO PROVIDE NECESSARY LIVE-IN
23 HEALTH CARE TO THE RESIDENT PURSUANT TO A WRITTEN TREATMENT PLAN PREPARED BY
24 THE RESIDENT'S PHYSICIAN. THE LANDLORD MAY REQUIRE THE RESIDENT TO PROVIDE
25 A WRITTEN RENEWAL OF THE PHYSICIAN'S TREATMENT PLAN EVERY SIX MONTHS. THE
26 LANDLORD SHALL NOT CHARGE A FEE FOR THE PERSON RENDERING CARE. THE PERSON
27 RENDERING CARE HAS NO RIGHTS OF TENANCY, AND ANY AGREEMENT BETWEEN THE
28 RESIDENT AND PERSON RENDERING CARE IN NO WAY MODIFIES ANY TERM OR CONDITION
29 OF THE RENTAL AGREEMENT BETWEEN THE LANDLORD AND TENANT. THE PERSON
30 RENDERING CARE SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE MOBILE HOME
31 PARK.

32 Sec. 3. Section 33-1476, Arizona Revised Statutes, is amended to read:

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

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

43 B. The landlord may not terminate or refuse to renew a rental
44 agreement without good cause. "Good cause" means:

- 1 1. Noncompliance with any provision of the rental agreement.
- 2 2. Nonpayment of rent.
- 3 3. Change in use of land.

4 4. Clear and convincing evidence that a tenant has repeatedly violated
5 any provision of this chapter and established a pattern of noncompliance with
6 such provisions.

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

10 D. Except as otherwise prohibited by law:

11 1. If there is a material noncompliance by the tenant with the rental
12 agreement, the landlord shall deliver a written notice to the tenant
13 specifying the acts and omissions constituting the breach and that the rental
14 agreement will terminate upon a date not less than thirty days after receipt
15 of the notice if the breach is not remedied in fourteen days. If the tenant
16 remedies the situation within the time specified in the notice, the landlord
17 shall issue a notice to the tenant releasing the tenant from the termination
18 of rental agreement notice.

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

30 3. If there is a noncompliance which is both material and irreparable,
31 including discharge of a weapon on the premises, infliction of bodily harm
32 on any person on the premises or on the landlord, his agent or another tenant
33 or involvement of imminent serious property damage, the landlord may deliver
34 a written notice for immediate termination of the rental agreement and
35 ~~proceed with a forcible entry or detainer action pursuant to title 12,~~
36 ~~chapter 8, article 4. For purposes of serving process in an action~~
37 ~~authorized by this paragraph, if personal service is attempted once and is~~
38 ~~unsuccessful, service is complete thirty days after the landlord posts a copy~~
39 ~~of the summons on the mobile home and sends a copy of the summons by~~
40 ~~certified mail to all addresses of the tenant reflected in the landlord's~~
41 ~~records~~ PURSUANT TO SECTION 33-1485.

42 4. If a tenant engages in repetitive conduct that is the subject of
43 notices under this subsection, after two incidents of the same type
44 documented by the landlord within a twelve month period or after receipt by

1 the landlord of two written complaints from other tenants about the
2 repetitive conduct within a twelve month period, the landlord may deliver a
3 written notice to the tenant specifying the repetitive conduct and the
4 documentation and advising the tenant that on documentation of the next
5 incident of the same type final notice will be given and the rental agreement
6 or tenancy will be terminated thirty days after the date of the notice.

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

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

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

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

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

32 1. The change in use may subsequently result in the termination of a
33 rental agreement.

34 2. The tenant being terminated due to the change in use will receive
35 a one hundred eighty day notice before the actual termination of the rental
36 agreement.

37 Sec. 4. Title 33, chapter 11, article 4, Arizona Revised Statutes, is
38 amended by adding section 33-1485, to read:

39 33-1485. Special detainer actions; service; trial postponement

40 A. SPECIAL DETAINER ACTIONS SHALL BE INSTITUTED FOR REMEDIES
41 PRESCRIBED IN SECTION 33-1476, SUBSECTION D, PARAGRAPH 3. EXCEPT AS PROVIDED
42 IN THIS SECTION, THE PROCEDURE AND APPEAL RIGHTS PRESCRIBED IN TITLE 12,
43 CHAPTER 8, ARTICLE 4 APPLY TO SPECIAL DETAINER ACTIONS.

1 B. THE SUMMONS SHALL BE ISSUED ON THE DAY THE COMPLAINT IS FILED AND
2 SHALL COMMAND THE PERSON AGAINST WHOM THE COMPLAINT IS MADE TO APPEAR AND
3 ANSWER THE COMPLAINT AT THE TIME AND PLACE NAMED THAT IS AT LEAST THREE DAYS
4 BUT NOT MORE THAN SIX DAYS FROM THE DATE OF THE SUMMONS. THE TENANT IS
5 DEEMED TO HAVE RECEIVED THE SUMMONS THREE DAYS AFTER THE SUMMONS IS MAILED
6 IF PERSONAL SERVICE IS ATTEMPTED AND WITHIN ONE DAY OF ISSUANCE OF THE
7 SUMMONS, A COPY OF THE SUMMONS IS CONSPICUOUSLY POSTED ON THE MAIN ENTRANCE
8 OF THE TENANT'S RESIDENCE AND ON THE SAME DAY THE SUMMONS IS SENT BY
9 CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE TENANT'S LAST KNOWN ADDRESS.
10 THE SUMMONS IN A SPECIAL DETAINER ACTION SHALL BE SERVED AT LEAST TWO DAYS
11 BEFORE THE RETURN DAY AND THE RETURN DAY SHALL BE MADE ON THE DAY ASSIGNED
12 FOR TRIAL. SERVICE OF PROCESS IN THIS MANNER SHALL BE DEEMED THE EQUIVALENT
13 OF HAVING SERVED THE TENANT IN PERSON FOR THE PURPOSES OF AWARING A MONEY
14 JUDGMENT FOR ALL RENT, DAMAGES, COSTS AND ATTORNEY FEES DUE.

15 C. FOR GOOD CAUSE SUPPORTED BY AN AFFIDAVIT, THE TRIAL MAY BE
16 POSTPONED FOR NOT MORE THAN THREE DAYS IN A JUSTICE COURT OR FIVE DAYS IN THE
17 SUPERIOR COURT.

18 D. IF AFTER THE HEARING THE COURT FINDS BY A PREPONDERANCE OF THE
19 EVIDENCE THAT THE MATERIAL AND IRREPARABLE BREACH DID OCCUR, THE COURT SHALL
20 ORDER RESTITUTION IN FAVOR OF THE PLAINTIFF AT LEAST TWELVE BUT NOT MORE THAN
21 TWENTY-FOUR HOURS LATER.

22 E. IF THE DEFENDANT IS FOUND GUILTY, THE COURT SHALL GIVE JUDGMENT FOR
23 THE PLAINTIFF FOR RESTITUTION OF THE PREMISES, FOR LATE CHARGES STATED IN THE
24 RENTAL AGREEMENT, FOR COSTS AND, AT THE PLAINTIFF'S OPTION, FOR ALL RENT
25 FOUND TO BE DUE AND UNPAID THROUGH THE PERIODIC RENTAL PERIOD PROVIDED FOR
26 IN THE RENTAL AGREEMENT AND SHALL GRANT A WRIT OF RESTITUTION.

27 F. IF THE DEFENDANT IS FOUND NOT GUILTY, JUDGMENT SHALL BE GIVEN FOR
28 THE DEFENDANT AGAINST THE PLAINTIFF FOR COSTS, AND IF IT APPEARS THAT THE
29 PLAINTIFF HAS ACQUIRED POSSESSION OF THE PREMISES SINCE COMMENCEMENT OF THE
30 ACTION, A WRIT OF RESTITUTION SHALL ISSUE IN FAVOR OF THE DEFENDANT.

APPROVED BY THE GOVERNOR MAY 1, 1996

FILED IN THE OFFICE OF THE SECRETARY OF STATE MAY 2, 1996