

State of Arizona
Senate
Forty-fifth Legislature
First Regular Session
2001

CHAPTER 221

SENATE BILL 1409

AN ACT

CHANGING THE DESIGNATION OF TITLE 33, CHAPTER 19, ARIZONA REVISED STATUTES, TO "RECREATIONAL VEHICLE LONG-TERM RENTAL SPACE ACT"; AMENDING TITLE 33, CHAPTER 19, ARIZONA REVISED STATUTES, BY ADDING ARTICLES 1 THROUGH 4; TRANSFERRING SECTIONS 33-2101 THROUGH 33-2106, ARIZONA REVISED STATUTES, FOR PLACEMENT IN TITLE 33, CHAPTER 19, ARTICLE 1; TRANSFERRING AND RENUMBERING SECTIONS 33-2107, 33-2108 AND 33-2109, ARIZONA REVISED STATUTES, FOR PLACEMENT IN TITLE 33, CHAPTER 19, ARTICLE 2, ARIZONA REVISED STATUTES, AS SECTIONS 33-2121, 33-2122 AND 33-2123, RESPECTIVELY; TRANSFERRING AND RENUMBERING SECTIONS 33-2110, 33-2111 AND 33-2112, ARIZONA REVISED STATUTES, FOR PLACEMENT IN TITLE 33, CHAPTER 19, ARTICLE 3, ARIZONA REVISED STATUTES, AS SECTIONS 33-2131, 33-2132 AND 33-2133, RESPECTIVELY; TRANSFERRING AND RENUMBERING SECTIONS 33-2113 THROUGH 33-2118, ARIZONA REVISED STATUTES, FOR PLACEMENT IN TITLE 33, CHAPTER 19, ARTICLE 4, ARIZONA REVISED STATUTES, AS SECTIONS 33-2141, 33-2142, 33-2143, 33-2146, 33-2147 AND 33-2148, RESPECTIVELY; AMENDING SECTIONS 33-2101, 33-2102 AND 33-2105, ARIZONA REVISED STATUTES, AS TRANSFERRED BY THIS ACT; AMENDING SECTIONS 33-2121, 33-2122, 33-2123, 33-2132, 33-2141, 33-2142 AND 33-2143, ARIZONA REVISED STATUTES, AS TRANSFERRED AND RENUMBERED BY THIS ACT; AMENDING TITLE 33, CHAPTER 19, ARTICLE 4, ARIZONA REVISED STATUTES, BY ADDING SECTIONS 33-2144 AND 33-2145; AMENDING SECTION 33-2148, ARIZONA REVISED STATUTES, AS TRANSFERRED AND RENUMBERED BY THIS ACT; RELATING TO PROPERTY.

(TEXT OF BILL BEGINS ON NEXT PAGE)



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

2 Section 1. Heading change

3 The chapter heading of title 33, chapter 19, Arizona Revised Statutes,
4 is changed from "RECREATIONAL VEHICLE RENTAL SPACE ACT" to "RECREATIONAL
5 VEHICLE LONG-TERM RENTAL SPACE ACT".

6 Sec. 2. Title 33, chapter 19, Arizona Revised Statutes, is amended by
7 adding articles 1 through 4, to read:

8 ARTICLE 1. GENERAL PROVISIONS

9 ARTICLE 2. LANDLORD OBLIGATIONS

10 ARTICLE 3. TENANT OBLIGATIONS

11 ARTICLE 4. REMEDIES

12 Sec. 3. Transfer and renumber

13 A. Sections 33-2101 through 33-2106, Arizona Revised Statutes, are
14 transferred for placement in title 33, chapter 19, article 1, Arizona Revised
15 Statutes.

16 B. Sections 33-2107, 33-2108 and 33-2109, Arizona Revised Statutes,
17 are transferred and renumbered for placement in title 33, chapter 19, article
18 2, Arizona Revised Statutes, as sections 33-2121, 33-2122 and 33-2123,
19 respectively.

20 C. Sections 33-2110, 33-2111 and 33-2112, Arizona Revised Statutes,
21 are transferred and renumbered for placement in title 33, chapter 19, article
22 3, Arizona Revised Statutes, as sections 33-2131, 33-2132 and 33-2133,
23 respectively.

24 D. Sections 33-2113 through 33-2118, Arizona Revised Statutes, are
25 transferred and renumbered for placement in title 33, chapter 19, article 4,
26 Arizona Revised Statutes, as sections 33-2141, 33-2142, 33-2143, 33-2146,
27 33-2147 and 33-2148, respectively.

28 Sec. 4. Section 33-2101, Arizona Revised Statutes, as transferred by
29 this act, is amended to read:

30 33-2101. Application; duration of stay; exclusions

31 A. ~~Sections 33-2102 through 33-2118~~ apply THIS CHAPTER APPLIES to,
32 regulate REGULATES and determine DETERMINES rights, obligations and remedies
33 for a recreational vehicle space rented in a recreational vehicle park or
34 mobile home park by the same tenant UNDER A RENTAL AGREEMENT for more than
35 one hundred eighty consecutive days.

36 B. ~~Sections 33-2102 through 33-2118~~ do THIS CHAPTER DOES not apply to
37 mobile homes, manufactured homes and factory-built buildings or to a property
38 with one or two recreational vehicle rental spaces.

39 Sec. 5. Section 33-2102, Arizona Revised Statutes, as transferred by
40 this act, is amended to read:

41 33-2102. Definitions

42 In this chapter, unless the context otherwise requires:



- 1 1. "Action" includes recoupment, counterclaim, setoff, suit in equity
2 and any other proceeding in which rights are determined, including an action
3 for possession.
- 4 2. "Appurtenances" means awnings, sheds, porches and other attachments
5 to the recreational vehicle.
- 6 3. "Change in use" means a change in the use of land from the rental
7 of recreational vehicle spaces in a recreational vehicle park to some other
8 use.
- 9 4. "Compatible" means a recreational vehicle that is in a similar
10 condition as the majority of the other recreational vehicles in the
11 recreational vehicle park, as determined by the maintenance, condition and
12 overall appearance of the recreational vehicle.
- 13 5. ~~"Factory-built building" has the same meaning prescribed in section~~
14 ~~41-2142~~ MEANS A RESIDENTIAL OR NONRESIDENTIAL BUILDING, INCLUDING A DWELLING
15 UNIT OR HABITABLE ROOM OF THE BUILDING, THAT IS EITHER WHOLLY OR IN
16 SUBSTANTIAL PART MANUFACTURED AT AN OFF-SITE LOCATION TO BE ASSEMBLED ON
17 SITE, EXCEPT THAT IT DOES NOT INCLUDE A MANUFACTURED HOME, RECREATIONAL
18 VEHICLE OR MOBILE HOME AS DEFINED IN SECTION 41-2142.
- 19 6. "Good faith" means honesty in fact in the conduct or transaction
20 concerned.
- 21 7. "Guest" means a nonresident of a recreational vehicle park, over
22 and above the limit set for the resident's space under the terms of the
23 rental agreement or by park rules, who stays at the home of a person with
24 constructive possession of the home with the consent of the resident for one
25 or more nights and not more than fourteen days in any twelve month period.
- 26 8. "Landlord" means:
27 (a) The owner, lessor, sublessor or operator, or any combination of
28 these persons, of a recreational vehicle park.
29 (b) A manager of the premises.
- 30 9. ~~"Mobile home" has the same meaning prescribed in section 33-1409~~
31 MEANS EITHER OF THE FOLLOWING:
32 (a) A RESIDENTIAL STRUCTURE MANUFACTURED ON OR BEFORE JUNE 15, 1976,
33 THAT IS TRANSPORTABLE IN ONE OR MORE SECTIONS, EIGHT FEET OR MORE IN BODY
34 WIDTH, OVER THIRTY FEET IN BODY LENGTH WITH THE HITCH, BUILT ON AN INTEGRAL
35 CHASSIS, DESIGNED TO BE USED AS A DWELLING WHEN CONNECTED TO THE REQUIRED
36 UTILITIES AND NOT ORIGINALLY SOLD AS A TRAVEL TRAILER OR RECREATIONAL VEHICLE
37 AND THAT INCLUDES THE PLUMBING, HEATING, AIR CONDITIONING AND ELECTRICAL
38 SYSTEMS IN THE STRUCTURE.
39 (b) A MANUFACTURED HOME BUILT AFTER JUNE 15, 1976, ORIGINALLY BEARING
40 AN APPROPRIATE INSIGNIA OF APPROVAL ISSUED BY THE UNITED STATES DEPARTMENT
41 OF HOUSING AND URBAN DEVELOPMENT.
- 42 10. "MOBILE HOME PARK" MEANS ANY PARCEL OF LAND THAT CONTAINS FOUR OR
43 MORE MOBILE HOME SPACES AND TWO OR MORE RECREATIONAL VEHICLE SPACES.

1 11. "MOBILE HOME SPACE" MEANS A PARCEL OF LAND FOR RENT THAT HAS BEEN
2 DESIGNED TO ACCOMMODATE A MOBILE HOME AND PROVIDE THE REQUIRED SEWER AND
3 UTILITY CONNECTIONS.

4 ~~10.~~ 12. "Notice" means delivery by hand or mailed by registered or
5 certified mail to the last known address of the landlord or tenant. If
6 notice is mailed by registered or certified mail, the landlord or tenant is
7 deemed to have received the notice on the date the notice is actually
8 received or five days after the date the notice is mailed, whichever occurs
9 first.

10 ~~11.~~ 13. "Organization" includes a corporation, government,
11 governmental subdivision or agency, business trust, estate, trust,
12 partnership or association, two or more persons having a joint or common
13 interest and any other legal or commercial entity that is a landlord, owner,
14 manager or designated agent.

15 ~~12.~~ 14. "Owner" means one or more persons, jointly or severally, in
16 whom is vested all or part of the legal title to property or all or part of
17 the beneficial ownership and a right to present use and enjoyment of the
18 premises. Owner includes a mortgagee in possession.

19 ~~13.~~ 15. "Person" includes a company, partnership or firm as well as
20 a natural person.

21 ~~14.~~ 16. "Premises" means the recreational vehicle park and existing
22 facilities and appurtenances in the park, including furniture and utilities,
23 if applicable, and grounds, areas and existing facilities held out for the
24 use of tenants generally or whose use is promised to the tenant.

25 ~~15.~~ 17. "Prospective tenant" means a person who ~~wishes to become~~
26 EXPRESSES AN INTEREST TO A LANDLORD IN BECOMING a tenant.

27 ~~16.~~ 18. "Recreational vehicle" ~~has the same meaning prescribed in~~
28 ~~section 41-2142.~~ MEANS A VEHICULAR TYPE UNIT THAT IS ANY OF THE FOLLOWING:

29 (a) A PORTABLE CAMPING TRAILER MOUNTED ON WHEELS AND CONSTRUCTED WITH
30 COLLAPSIBLE PARTIAL SIDEWALLS THAT FOLD FOR TOWING BY ANOTHER VEHICLE AND
31 UNFOLD FOR CAMPING.

32 (b) A MOTOR HOME DESIGNED TO PROVIDE TEMPORARY LIVING QUARTERS FOR
33 RECREATIONAL, CAMPING OR TRAVEL USE AND BUILT ON OR PERMANENTLY ATTACHED TO
34 A SELF-PROPELLED MOTOR VEHICLE CHASSIS OR ON A CHASSIS CAB OR VAN THAT IS AN
35 INTEGRAL PART OF THE COMPLETED VEHICLE.

36 (c) A PARK TRAILER BUILT ON A SINGLE CHASSIS, MOUNTED ON WHEELS AND
37 DESIGNED TO BE CONNECTED TO UTILITIES NECESSARY FOR OPERATION OF INSTALLED
38 FIXTURES AND APPLIANCES AND HAS A GROSS TRAILER AREA OF NOT LESS THAN THREE
39 HUNDRED TWENTY SQUARE FEET AND NOT MORE THAN FOUR HUNDRED SQUARE FEET WHEN
40 IT IS SET UP, EXCEPT THAT IT DOES NOT INCLUDE FIFTH WHEEL TRAILERS.

41 (d) A TRAVEL TRAILER MOUNTED ON WHEELS, DESIGNED TO PROVIDE TEMPORARY
42 LIVING QUARTERS FOR RECREATIONAL, CAMPING OR TRAVEL USE AND OF A SIZE OR
43 WEIGHT THAT MAY OR MAY NOT REQUIRE SPECIAL HIGHWAY MOVEMENT PERMITS WHEN
44 TOWED BY A MOTORIZED VEHICLE AND THAT HAS A TRAILER AREA OF LESS THAN THREE

1 HUNDRED TWENTY SQUARE FEET. THIS PARAGRAPH INCLUDES FIFTH WHEEL TRAILERS.
2 IF A UNIT REQUIRES A SIZE OR WEIGHT PERMIT, IT SHALL BE MANUFACTURED TO THE
3 STANDARDS FOR PARK TRAILERS IN SECTION A 119.5 OF THE AMERICAN NATIONAL
4 STANDARDS INSTITUTE CODE.

5 (e) A PORTABLE TRUCK CAMPER CONSTRUCTED TO PROVIDE TEMPORARY LIVING
6 QUARTERS FOR RECREATIONAL, CAMPING OR TRAVEL USE AND CONSISTING OF A ROOF,
7 FLOOR AND SIDES DESIGNED TO BE LOADED ONTO AND UNLOADED FROM THE BED OF A
8 PICKUP TRUCK.

9 ~~17.~~ 19. "Recreational vehicle space" means a parcel of land for rent
10 that has been designed to accommodate a recreational vehicle and provide the
11 required sewer and utility connections.

12 ~~18.~~ 20. "Rent" means payments to be made to the landlord or designated
13 agent in full consideration for the rented premises.

14 ~~19.~~ 21. "Rental agreement" means oral or written leases or agreements
15 and valid rules embodying the terms and conditions concerning the use and
16 occupancy of a recreational vehicle space.

17 ~~20.~~ 22. "Resident" means a person entitled under a rental agreement
18 to occupy a recreational vehicle space to the exclusion of others.

19 ~~21.~~ 23. "Security deposit" means money or property given to assure
20 payment or performance under a rental agreement.

21 ~~22.~~ 24. "Tenant" means a person signing a rental agreement or
22 otherwise agreeing with a landlord for the occupancy of a recreational
23 vehicle space for more than one hundred eighty days.

24 ~~23.~~ 25. "Visitor" means a nonresident of a recreational vehicle park
25 who stays at the home of a resident with the consent of the resident but does
26 not stay overnight.

27 Sec. 6. Section 33-2105, Arizona Revised Statutes, as transferred by
28 this act, is amended to read:

29 33-2105. Terms and conditions of rental agreement; notice,
30 removal

31 A. At the request of either the landlord or the tenant, a signed,
32 written rental agreement shall be executed. The rental agreement shall be
33 executed in good faith by both parties and shall not provide for the waiver
34 of any rights given to either party by other provisions of this chapter. The
35 rental agreement shall be for a specific period and:

36 1. Shall include:

37 ~~1.~~ (a) The amount of the rent. Rent is payable without demand or
38 notice at the time and place agreed on by the parties. Unless otherwise
39 agreed, rent is uniformly apportionable from day to day.

40 ~~2.~~ (b) The amount of any security deposit.

41 2. MAY PROVIDE THAT THE LANDLORD MAY CHARGE A LATE FEE OF NOT MORE
42 THAN FIVE DOLLARS PER DAY FROM THE DUE DATE OF THE RENT UNTIL THE RENT IS
43 PAID IF THE RENT IS NOT REMITTED BY THE SIXTH DAY AFTER THE DUE DATE.

1 B. If the landlord and tenant agree to the term of the rental
2 agreement, the rental agreement may be for any term. In the case of a
3 renewal of a rental agreement, if the landlord and tenant do not agree on the
4 term, the agreement shall be for the same term as the previous agreement but
5 not longer than one year. Any written rental agreement shall have all blank
6 spaces completed, and executed copies of the written rental agreement shall
7 be furnished to all parties within ten days after execution.

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

11 D. THE RENTAL AGREEMENT MAY PROVIDE THAT IF A DISPUTE ARISES THE
12 PREVAILING PARTY MAY RECOVER COSTS AND REASONABLE ATTORNEY FEES. IN ANY
13 ACTION ARISING UNDER THIS CHAPTER, THE COURT MAY AWARD THE PREVAILING PARTY
14 COSTS AND REASONABLE ATTORNEY FEES EVEN IF THE RENTAL AGREEMENT DOES NOT
15 CONTAIN SUCH A PROVISION.

16 ~~D.~~ E. The landlord shall provide with the rental agreement a current
17 copy of the rules of the recreational vehicle park.

18 ~~E.~~ F. On the expiration or renewal of any rental agreement, the
19 landlord may increase or decrease the total rent or change payment
20 arrangements. The landlord shall notify the tenant in writing by first class
21 or certified mail or by personal delivery at least sixty days before the
22 expiration or renewal of any rental agreement of any such increase or change.

23 ~~F.~~ G. As a condition of tenancy the rental agreement may require the
24 prospective tenant to make improvements to the recreational vehicle,
25 including all appurtenances owned by the tenant, to preserve or upgrade the
26 quality of the recreational vehicle park even if the prospective tenant is
27 purchasing a recreational vehicle already located in the park. The
28 improvements shall not exceed the requirements of the rules of the park.

29 ~~G.~~ H. A moving company or the tenant shall contact the landlord or
30 manager at least thirty days before a recreational vehicle is moved into or
31 out of the park.

32 I. THE RESIDENT SHALL INFORM THE LANDLORD OR PARK MANAGER AT LEAST
33 THIRTY DAYS BEFORE THE EXPIRATION OF THE RENTAL AGREEMENT IF THE TENANT IS
34 NOT RENEWING THE RENTAL AGREEMENT AND IS VACATING THE SPACE. IF TIMELY
35 NOTICE IS NOT GIVEN BEFORE THE TENANT MOVES FROM THE SPACE, THE TENANT SHALL
36 PAY RENT EQUAL TO THE AMOUNT OF RENT FOR THE NOTICE PERIOD.

37 J. A TENANT SHALL NOT REMOVE A RECREATIONAL VEHICLE FROM A
38 RECREATIONAL VEHICLE OR MOBILE HOME SPACE UNLESS THE TENANT HAS RECEIVED FROM
39 THE LANDLORD A CLEARANCE FOR REMOVAL THAT SHOWS THAT ALL MONIES, INCLUDING
40 RENT AND UTILITIES, DUE THE LANDLORD AS OF THE DATE OF REMOVAL HAVE BEEN PAID
41 OR THAT THE LANDLORD AND TENANT HAVE OTHERWISE AGREED TO THE REMOVAL.

42 K. THE RENTAL AGREEMENT MAY PROVIDE THAT THE LANDLORD MAY CHARGE A
43 GUEST FEE.

1 Sec. 7. Section 33-2121, Arizona Revised Statutes, as transferred and
2 renumbered by this act, is amended to read:

3 33-2121. Security deposits

4 A. On termination of the tenancy, any security deposit may be applied
5 to the payment of accrued rent, INCLUDING UTILITIES, and the amount of
6 damages that the landlord has suffered by reason of the tenant's
7 noncompliance with the law if the accrued rent and damages are itemized by
8 the landlord in a written notice delivered to the tenant together with the
9 amount due within fourteen days after termination of the tenancy and delivery
10 of possession by the tenant.

11 B. The holder of the landlord's interest in the premises at the time
12 of the termination of the tenancy is bound by this section.

13 C. The amount of any security deposit shall not be changed after the
14 tenant executes the initial rental agreement.

15 Sec. 8. Section 33-2122, Arizona Revised Statutes, as transferred and
16 renumbered by this act, is amended to read:

17 33-2122. Disclosure

18 A. The landlord or any person authorized to enter into a rental
19 agreement on the landlord's behalf shall disclose to the tenant in writing
20 before entering into the rental agreement the name and address of each of the
21 following:

22 1. The person authorized to manage the premises.

23 2. The owner of the premises, ~~a statutory agent to receive AND, IF~~
24 ~~APPLICABLE, A PERSON AUTHORIZED TO ACT FOR AND ON BEHALF OF THE OWNER FOR THE~~
25 ~~PURPOSE OF service of process and any agent required by law to be appointed~~
26 ~~by the owner FOR THE PURPOSE OF RECEIVING AND PROVIDING RECEIPTS FOR NOTICES~~
27 ~~AND DEMANDS.~~

28 3. ~~Penalty fees for late payment of rent.~~

29 B. The information required to be furnished by this section shall be
30 kept current and refurnished to the tenant on the tenant's request. If there
31 is a new owner or operator this section extends to and is enforceable against
32 any successor landlord, owner or manager.

33 C. Failure to comply with subsection A or B renders the manager, any
34 employee and the owner's agent subject to the following:

35 1. Service of process and receiving and receipting for notices and
36 demands.

37 2. Performing the obligations of the landlord under the rental
38 agreement and spending or making available for the purpose of performing the
39 landlord's obligations all rent collected from the premises.

40 D. Each tenant shall be notified in writing of any rent increase at
41 least sixty days before the increase by first class or certified mail or by
42 personal delivery.

1 Sec. 9. Section 33-2123, Arizona Revised Statutes, as transferred and
2 renumbered by this act, is amended to read:

3 33-2123. Landlord to maintain fit premises

4 The landlord shall:

5 1. Make all repairs and do whatever is necessary to put and keep the
6 premises in a fit and habitable condition.

7 2. Comply with all ~~obligations primarily imposed on tenants by~~
8 applicable provisions of city, county and state codes materially affecting
9 health and safety.

10 Sec. 10. Section 33-2132, Arizona Revised Statutes, as transferred
11 and renumbered by this act, is amended to read:

12 33-2132. Rules

13 A. A landlord shall adopt written rules, HOWEVER DESCRIBED, concerning
14 the tenant's use and occupancy of the premises. Rules are enforceable
15 against the tenant only if:

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

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

20 3. They are not for the purpose of evading the obligations of the
21 landlord.

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

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

34 C. A landlord shall not:

35 1. Deny rental unless the prospective resident cannot conform to park
36 rules. A LANDLORD IS NOT REQUIRED TO ENTER INTO AN INITIAL RECREATIONAL
37 VEHICLE SPACE AGREEMENT IN EXCESS OF ONE HUNDRED SEVENTY-NINE DAYS.

38 2. REQUIRE A PERSON AS A PRECONDITION TO RENTING, LEASING OR OTHERWISE
39 OCCUPYING A RECREATIONAL VEHICLE SPACE IN A RECREATIONAL VEHICLE OR MOBILE
40 HOME PARK TO PAY AN ENTRANCE OR EXIT FEE, UNLESS THE FEE IS FOR SERVICES THAT
41 ARE ACTUALLY RENDERED OR PURSUANT TO A WRITTEN AGREEMENT.

42 3. Deny any resident of a recreational vehicle park the right to sell
43 the recreational vehicle at a price of the resident's own choosing during the
44 term of the tenant's rental agreement, but the landlord may reserve the right

1 to approve the purchaser of the recreational vehicle as a tenant. This
2 permission shall not be unreasonably withheld, except that the landlord may
3 require, in order to preserve or upgrade the quality of the recreational
4 vehicle park, that any recreational vehicle not compatible with the other
5 recreational vehicles in the park, in a rundown condition or in disrepair be
6 removed from the park within sixty days.

7 4. Require ~~a~~ AN EXISTING tenant to furnish permanent improvements
8 that cannot be removed without damage to the improvements or to the
9 recreational vehicle space by a tenant at the expiration of the rental
10 agreement.

11 5. Prohibit a tenant from advertising the sale or exchange of the
12 tenant's recreational vehicle. A tenant may display a sign on a central
13 posting board in the park that is reasonably accessible to the public seven
14 days a week during daylight hours.

15 D. If a tenant dies, any surviving joint tenant or cotenant continues
16 as tenant with the same rights, privileges and liabilities as if the
17 surviving tenant were the original tenant.

18 E. A NEW TENANT WHO BRINGS A RECREATIONAL VEHICLE INTO A PARK OR WHO
19 PURCHASES AN EXISTING RECREATIONAL VEHICLE OR MOBILE HOME SHALL COMPLY WITH
20 ALL RULES THEN IN EFFECT.

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

31 Sec. 11. Section 33-2141, Arizona Revised Statutes, as transferred and
32 renumbered by this act, is amended to read:

33 33-2141. Noncompliance by the landlord

34 A. Except as otherwise provided by law, if there is a material
35 noncompliance by the landlord with the rental agreement or the rules, the
36 tenant may deliver a written notice to the landlord specifying the acts and
37 omissions constituting the breach and that the rental agreement will
38 terminate on a date not less than thirty days after receipt of the notice if
39 the breach is not remedied in fourteen days. If there is a noncompliance by
40 the landlord materially affecting health and safety, the tenant may deliver
41 a written notice to the landlord specifying the acts and omissions
42 constituting the breach and that the rental agreement will terminate on a
43 date not less than twenty days after receipt of the notice if the breach is
44 not remedied in ten days. The rental agreement shall terminate and the

1 recreational vehicle space shall be vacated as provided in the notice subject
2 to the following:

3 1. If the breach is remediable by repairs or the payment of damages
4 or otherwise and the landlord adequately remedies the breach before the date
5 specified in the notice, the rental agreement shall not terminate.

6 2. The tenant shall not terminate THE RENTAL AGREEMENT for a condition
7 caused by the deliberate or negligent act or omission of the tenant, a member
8 of the tenant's family or any other person on the premises with the tenant's
9 consent.

10 B. Except as otherwise provided by law, the tenant may recover damages
11 and obtain injunctive relief for any noncompliance by the landlord with the
12 rental agreement or any other provision of law.

13 C. The remedy provided in subsection B is in addition to any right of
14 the tenant arising under subsection A.

15 D. If the rental agreement is terminated PURSUANT TO THIS SECTION, the
16 landlord shall return all deposits less reasonable damages.

17 Sec. 12. Section 33-2142, Arizona Revised Statutes, as transferred and
18 renumbered by this act, is amended to read:

19 33-2142. Tenant's remedies for landlord's unlawful ouster,
20 exclusion or diminution of services

21 If the landlord unlawfully removes or excludes the tenant from the
22 premises or wilfully diminishes services to the tenant by interrupting or
23 causing the interruption of electric, gas, water or other essential service
24 to the tenant, the tenant may recover possession or terminate the rental
25 agreement and, in either case, recover an amount equal to ~~one-sixth of the~~
26 ~~annual rent~~ TWO MONTHS' PERIODIC RENT. If the rental agreement is
27 terminated, the landlord shall return all deposits, LESS ANY UTILITY CHARGES
28 AND DAMAGES.

29 Sec. 13. Section 33-2143, Arizona Revised Statutes, as transferred and
30 renumbered by this act, is amended to read:

31 33-2143. Termination or nonrenewal of rental agreement by
32 landlord; noncompliance with rental agreement by
33 tenant; failure to pay rent; notice; damages;
34 definition

35 A. Except as provided in subsection F of this section, the landlord
36 shall specify the reason or reasons for the termination or nonrenewal of any
37 tenancy ~~in the recreational vehicle park~~ SUBJECT TO THIS CHAPTER. 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.

1 B. Except as provided in subsection F of this section, the landlord
2 shall not terminate or refuse to renew a rental agreement without good cause.

3 ~~"Good cause" means:~~

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

9 C. The landlord's right to terminate or to refuse to renew a rental
10 agreement pursuant to subsection B of this section does not arise until the
11 landlord has given notice to the tenant thirty days before the nonrenewal or
12 termination of the rental agreement **COMPLIED WITH SUBSECTION D, E OR F OF**
13 **THIS SECTION.**

14 D. Except as otherwise prohibited by law:

15 1. If there is a material noncompliance by the tenant with the rental
16 agreement, the landlord shall deliver a written notice to the tenant
17 specifying the acts and omissions constituting the breach and that the rental
18 agreement will terminate on a date not less than thirty days after receipt
19 of the notice if the breach is not remedied in fourteen days.

20 2. If there is a noncompliance by the tenant materially affecting
21 health and safety, the landlord may deliver a written notice to the tenant
22 specifying the acts and omissions constituting the breach and that the rental
23 agreement will terminate on a date not less than twenty days after receipt
24 of the notice if the breach is not remedied in ten days. If the breach is
25 remediable by repair or the payment of damages or otherwise, and the tenant
26 adequately remedies the breach before the date specified in the notice, the
27 rental agreement does not terminate.

28 3. If there is a noncompliance by the tenant that is both material and
29 irreparable, including an unlawful discharge of a weapon, prostitution as
30 defined in section 13-3211, the unlawful manufacture, sale, use, storage,
31 transfer or possession of a controlled substance as defined in section
32 13-3451, the infliction of serious bodily harm, assault as defined **PRESCRIBED**
33 in section 13-1203 or any other action that involves imminent serious
34 property damage, the landlord may deliver a written notice for immediate
35 termination of the rental agreement and proceed in a special detainer action
36 pursuant to section 33-1485.

37 4. If a tenant engages in repetitive conduct that is the subject of
38 notices under this subsection, after two incidents of the same type
39 documented by the landlord within a twelve month period or after receipt by
40 the landlord of two written complaints from other tenants about the
41 repetitive conduct within a twelve month period, the landlord may deliver a
42 written notice to the tenant specifying the repetitive conduct and the
43 documentation and advising the tenant that on documentation of the next

1 incident of the same type final notice will be given and the rental agreement
2 or tenancy will be terminated thirty days after the date of the notice.

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

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

18 F. A landlord may refuse to renew a rental agreement without good
19 cause by serving written notice to the tenant at least ninety days before the
20 effective date of the notice END OF THE RENTAL AGREEMENT. IN THAT EVENT, THE
21 TENANT MUST VACATE THE PREMISES ON OR BEFORE THE END OF THE RENTAL AGREEMENT.

22 ~~G. Except as otherwise provided in statute, the landlord may recover
23 actual damages, obtain injunctive relief or recover possession of the
24 premises pursuant to an action in forcible detainer for repeated
25 noncompliance by the tenant with the rental agreement.~~

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

28 ~~I. If a change in use is intended for the land on which a recreational
29 vehicle park or a portion of a recreational vehicle park is located and the
30 landlord intends eviction of a tenant due to a change in use, the landlord
31 shall 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 ninety day notice before the actual termination of the rental agreement.~~

36 G. FOR THE PURPOSES OF THIS SECTION, "GOOD CAUSE" MEANS:

37 1. NONCOMPLIANCE WITH ANY PROVISION OF THE RENTAL AGREEMENT.

38 2. NONPAYMENT OF RENT.

39 3. CLEAR AND CONVINCING EVIDENCE THAT A TENANT HAS REPEATEDLY VIOLATED
40 THIS CHAPTER AND ESTABLISHED A PATTERN OF NONCOMPLIANCE WITH THIS CHAPTER.

41 4. CHANGE IN USE OF LAND.

1 Sec. 14. Title 33, chapter 19, article 4, Arizona Revised Statutes,
2 is amended by adding sections 33-2144 and 33-2145, to read:

3 33-2144. Abandonment

4 A. IF A TENANT ABANDONS A RECREATIONAL VEHICLE ON THE SPACE, THE
5 LANDLORD SHALL NOTIFY THE OWNER AND LIENHOLDER OF RECORD OF THE RECREATIONAL
6 VEHICLE WITHIN FIFTEEN DAYS ABOUT THE OWNER'S OR LIENHOLDER'S LIABILITY FOR
7 ANY COSTS INCURRED FOR THE RENTAL SPACE INCLUDING RENT AND UTILITY COSTS DUE.
8 BEFORE NOTICE IS PROVIDED TO THE LEGAL OWNER OR LIENHOLDER, THE LANDLORD IS
9 ENTITLED TO A MAXIMUM OF SIXTY DAYS' RENT. AFTER NOTICE IS PROVIDED, THE
10 LEGAL OWNER OR LIENHOLDER IS RESPONSIBLE FOR ALL COSTS. THE RECREATIONAL
11 VEHICLE SHALL NOT BE REMOVED FROM THE SPACE WITHOUT A SIGNED STATEMENT FROM
12 THE LANDLORD, OWNER OR PARK MANAGER THAT SHOWS CLEARANCE FOR REMOVAL OF THE
13 RECREATIONAL VEHICLE, THAT ALL MONIES DUE HAVE BEEN PAID IN FULL OR THAT THE
14 LEGAL OWNER AND LANDLORD HAVE AGREED TO ALLOW REMOVAL.

15 B. THIS SECTION APPLIES ONLY TO RECREATIONAL VEHICLES AS DEFINED IN
16 SECTION 33-2102, PARAGRAPH 18, SUBDIVISION (c).

17 33-2145. Remedy after termination

18 A. IF THE RENTAL AGREEMENT IS TERMINATED, THE LANDLORD MAY HAVE A
19 CLAIM FOR POSSESSION OF THE RECREATIONAL VEHICLE SPACE AND FOR RENT AND A
20 SEPARATE CLAIM FOR ACTUAL DAMAGES FOR BREACH OF THE RENTAL AGREEMENT.

21 B. IN THE EXECUTION OF ANY WRIT OF RESTITUTION ISSUED PURSUANT TO
22 SECTION 12-1178 OR 12-1181, THE LANDLORD MAY PROVIDE WRITTEN INSTRUCTIONS TO
23 THE SHERIFF OR CONSTABLE NOT TO REMOVE THE RECREATIONAL VEHICLE FROM ITS
24 SPACE, AND IF THOSE WRITTEN INSTRUCTIONS ARE PROVIDED, THE SHERIFF OR
25 CONSTABLE MAY FULLY EXECUTE THE WRIT OF RESTITUTION BY REMOVING ALL OCCUPANTS
26 AND THEIR POSSESSIONS FROM THE RECREATIONAL VEHICLE AND FROM THE SPACE IT
27 OCCUPIES. THE RECREATIONAL VEHICLE IS DEEMED ABANDONED, AND THE LANDLORD MAY
28 TERMINATE ANY UTILITY SERVICES THAT ARE PROVIDED BY THE LANDLORD. AN OWNER
29 OF A RECREATIONAL VEHICLE IN COMPLIANCE WITH SUBSECTION C OF THIS SECTION MAY
30 RECOVER POSSESSION OF THE RECREATIONAL VEHICLE WHILE THE TITLE REMAINS IN THE
31 OWNER'S NAME.

32 C. A RECREATIONAL VEHICLE THAT IS SUBJECT TO A JUDGMENT FOR FORCIBLE
33 DETAINER MAY NOT BE REMOVED FROM ITS SPACE UNTIL THE TENANT HAS RECEIVED FROM
34 THE LANDLORD A CLEARANCE FOR REMOVAL THAT SHOWS THAT ALL MONIES DUE THE
35 LANDLORD AS OF THE DATE OF REMOVAL HAVE BEEN PAID OR THAT THE LANDLORD AND
36 TENANT HAVE OTHERWISE AGREED TO THE REMOVAL. THE LANDLORD MAY AGREE IN
37 WRITING TO ACCEPT OTHER TERMS IN SATISFACTION OF THE JUDGMENT. THIS
38 SUBSECTION DOES NOT APPLY TO ANY LIENHOLDER OF RECORD ON THE DATE OF JUDGMENT
39 OR ITS SUCCESSORS OR ASSIGNS.

1 Sec. 15. Section 33-2148, Arizona Revised Statutes, as transferred and
2 renumbered by this act, is amended to read:

3 33-2148. Retaliatory conduct prohibited; eviction

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

7 1. The tenant has complained to a governmental agency charged with
8 responsibility for enforcement of a building or housing code of a violation
9 that applies to the premises and that materially affects health and safety.

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

12 3. The tenant has organized or become a member of a tenants' union or
13 similar organization.

14 4. The tenant has filed an action against the landlord in an
15 appropriate court.

16 B. If the landlord acts in violation of subsection A of this section,
17 the tenant is entitled to an amount equal to ~~one-sixth of the annual~~ TWO
18 MONTHS' PERIODIC rent and twice the actual damages sustained by the tenant
19 and has a defense in action against the landlord for eviction, UNLESS THE
20 LANDLORD PROVES GOOD CAUSE FOR THE LANDLORD'S ACTION.

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

23 1. The violation of an applicable building or housing code was caused
24 primarily by lack of reasonable care by the tenant or another person in the
25 tenant's household or who was on the premises with the tenant's consent.

26 2. The tenant is in default in rent. The filing of an action does not
27 release the landlord from liability pursuant to section ~~33-2113~~ 33-2141,
28 subsection B.

APPROVED BY THE GOVERNOR APRIL 23, 2001.

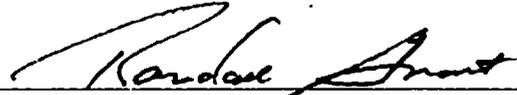
FILED IN THE OFFICE OF THE SECRETARY OF STATE APRIL 24, 2001.

SENATE CONCURS IN HOUSE
AMENDMENTS AND FINAL PASSAGE

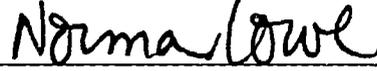
Passed the Senate April 17, 2001,

by the following vote: 29 Ayes,

0 Nays, 1 Not Voting



President of the Senate



Assl. Secretary of the Senate

EXECUTIVE DEPARTMENT OF ARIZONA
OFFICE OF GOVERNOR

This Bill was received by the Governor this

17 day of April, 2001,

at 2:00 o'clock P M.



Secretary to the Governor

APPROVED THIS 23 day of

April, 2001,

at 5:27 o'clock P M.

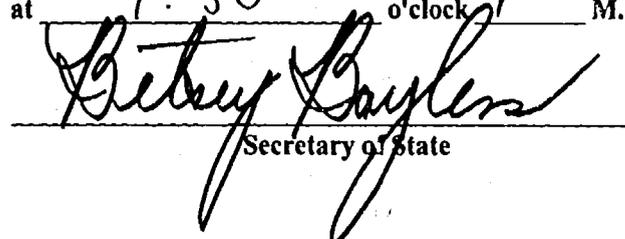

Governor of Arizona

EXECUTIVE DEPARTMENT OF ARIZONA
OFFICE OF SECRETARY OF STATE

This Bill was received by the Secretary of State

this 24 day of April, 2001,

at 4:50 o'clock P M.



Secretary of State

S.B. 1409