Senate Engrossed

FILED
MICHELE REAGAN
SECRETARY OF STATE

State of Arizona
Senate
Fifty-second Legislature
Second Regular Session
2016

CHAPTER 315

SENATE BILL 1362

AN ACT

AMENDING SECTIONS 33-1414, 33-1452, 33-2106 AND 33-2132, ARIZONA REVISED STATUTES; RELATING TO MOBILE HOME AND RECREATIONAL VEHICLE TENANCIES.

(TEXT OF BILL BEGINS ON NEXT PAGE)

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

Section 1. Section 33-1414, Arizona Revised Statutes, is amended to read:

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~~ FORGO 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.

8. PLACE ANY ADDITIONAL PERSON'S NAME ON THE TITLE TO THE MOBILE HOME AS A CONDITION OF TENANCY OR RESIDENCY FOR THAT ADDITIONAL PERSON OR PAY A FEE OR OTHER FORM OF PENALTY FOR FAILING TO PLACE AN ADDITIONAL PERSON'S NAME ON THE TITLE TO THE MOBILE HOME.

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.

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

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~~ THAT is unfair and deceptive or ~~which~~ THAT 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~~ THAT 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~~ THAT is reasonably accessible to the public seven days a week during daylight hours.

8. REQUIRE A TENANT TO PLACE ANY ADDITIONAL PERSON'S NAME ON THE TITLE TO THE MOBILE HOME AS A CONDITION OF TENANCY OR RESIDENCY FOR THAT ADDITIONAL PERSON OR PAY A FEE OR OTHER FORM OF PENALTY FOR FAILING TO PLACE AN ADDITIONAL PERSON'S NAME ON THE TITLE TO THE MOBILE HOME.

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 or adopt a rule that prohibits tenants or a tenant association from meeting with permission of the tenant in the tenant's mobile home, assembling at common facilities or areas within the

park or meeting with or without invited visiting speakers in the mobile home park to discuss issues relating to mobile home living and affairs including the forming of a tenant association. Such meetings shall be allowed in common facilities if such meetings are held during normal operating hours of the common facility and when the facility is not otherwise in use. The tenant or tenant association shall be allowed to post notice of a meeting on a bulletin board in the mobile home park used for similar ~~notice~~ NOTICES and shall be allowed to include notice of a meeting in a park newsletter. Meeting notices and meetings prescribed in this subsection shall not constitute a solicitation. For the purposes of this subsection, "common facilities" means a recreation hall, A clubhouse, A community center and any outdoor common area meeting location that is utilized by the tenants.

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.

Sec. 3. Section 33-2106, Arizona Revised Statutes, is amended to read:

33-2106. <u>Prohibited provisions in rental agreements</u>

A. A rental agreement shall not provide that the tenant agrees to:

1. Waive or forgo rights or remedies provided by law.

2. PLACE ANY ADDITIONAL PERSON'S NAME ON THE TITLE TO THE RECREATIONAL VEHICLE AS A CONDITION OF TENANCY OR RESIDENCY FOR THAT ADDITIONAL PERSON OR PAY A FEE OR OTHER FORM OF PENALTY FOR FAILING TO PLACE AN ADDITIONAL PERSON'S NAME ON THE TITLE TO THE RECREATIONAL VEHICLE.

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.

Sec. 4. Section 33-2132, Arizona Revised Statutes, is amended to read:

33-2132. Rules

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

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

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

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

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

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

C. A landlord shall not:

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

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

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

4. Deny any resident of a recreational vehicle park the right to sell the recreational vehicle 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 the recreational vehicle as a tenant. This permission shall not be unreasonably withheld, except that the landlord may require, in order to preserve or upgrade the quality of the recreational vehicle park, that any recreational vehicle not compatible with the other recreational vehicles in the park, in a rundown condition or in disrepair be removed from the park within sixty days. Within ten days ~~of~~ AFTER 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 purchase 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.

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

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

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

8. REQUIRE A TENANT TO PLACE ANY ADDITIONAL PERSON'S NAME ON THE TITLE TO THE RECREATIONAL VEHICLE AS A CONDITION OF TENANCY OR RESIDENCY FOR THAT ADDITIONAL PERSON OR PAY A FEE OR OTHER FORM OF PENALTY FOR FAILING TO PLACE AN ADDITIONAL PERSON'S NAME ON THE TITLE TO THE RECREATIONAL VEHICLE.

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

1 E. If a tenant dies, any surviving joint tenant or cotenant continues
2 as tenant with the same rights, privileges and liabilities as if the
3 surviving tenant were the original tenant.
4 F. A new tenant who brings a recreational vehicle into a park or who
5 purchases an existing recreational vehicle or mobile home shall comply with
6 all rules then in effect.
7 G. A resident may have one person who is at least eighteen years of
8 age occupy the recreational vehicle on a temporary basis to provide necessary
9 live-in health care to the resident pursuant to a written treatment plan
10 prepared by the resident's physician. The landlord may require the resident
11 to provide a written renewal of the physician's treatment plan every six
12 months. The landlord shall not charge a fee for the person rendering care.
13 The person rendering care has no rights of tenancy. Any agreement between
14 the resident and the person rendering care does not modify the rental
15 agreement between the landlord and tenant. The person rendering care shall
16 comply with the rules of the park.

APPROVED BY THE GOVERNOR MAY 17, 2016.

FILED IN THE OFFICE OF THE SECRETARY OF STATE MAY 18, 2016.

Passed the House May 7, 2016,

by the following vote: 55 Ayes,

0 Nays, 5 Not Voting

Speaker of the House

Jim Drake

Chief Clerk of the House

Passed the Senate February 22, 2016,

by the following vote: 30 Ayes,

0 Nays, 0 Not Voting

President of the Senate

Susan Acevez

Secretary of the Senate

EXECUTIVE DEPARTMENT OF ARIZONA
OFFICE OF GOVERNOR

This Bill was received by the Governor this

9th day of May, 2016,

at 10:07 o'clock A. M.

Secretary to the Governor

Approved this 17th day of

May, 2016,

at 5:21 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 18 day of May, 2016,

at 10:20 o'clock A M.

Michele Reagan

Secretary of State

S.B. 1362