

SUMMARY: THE MOBILE HOME PARKS RESIDENTIAL LANDLORD AND TENANT ACT (Updated 10/30/10)

The numbers in italics refer to the section numbers of the Arizona Revised Statutes where the complete law pertaining to that item can be found.

“The Act”, as used below, refers to the Arizona Mobile Home Parks Residential Landlord and Tenant Act.

I. General Information

A “Mobile Home” is at least 8’ wide x 30’ long (with exceptions of some older homes). §33-1409.14.

The Act does not apply to recreational vehicles (which includes park models) or if mobile home and space are owned by the same person. §33-1407(B).

The Act only applies to the rental of a space in a mobile home park; a mobile home park is defined as a parcel of land with four or more mobile home spaces. §33-1406 and §33-1409(15).

Prior to entering a rental agreement, a landlord must provide each prospective tenant with a concise written summary of the Mobile Home Parks Residential Landlord and Tenant Act that is approved by the Director of the Department of Fire, Building & Life Safety. §33-1432(G).

A landlord shall make available to all tenants a concise written summary of the Act which includes any legislative changes in the preceding year. §33-1432(H).

II. Rental Agreements §33-1413

At the beginning of a tenancy, a signed, written rental agreement must be executed which will include the amount of current rent and security deposit.

After the initial rental agreement expires, at the request of either the tenant or landlord, a new written rental agreement must be executed.

If the landlord and tenant agree on a term (length of time) of the rental agreement, it can be for any term; if landlord and tenant do not agree, the term will be one year except that the tenant has the right to demand a four year lease; this request must be in writing.

The rents for the entire term must be specified. Upon receipt of the proposed four-year lease, a tenant has 10 days to accept or reject it. If rejected, the tenant still has the right to a one-year lease. §33-1413(K).

Without a written rental agreement, tenancy is on a month-to-month basis.

Included with the rental agreement should be the Rules and Regulations and Statement of Policy.

All blank spaces on the rental agreement must be filled in.

III. Utility Charges §33-1413.01

Utilities provided by the park may either be included in base rents or may be separately charged. If a landlord charges separately, the utility charge may not exceed the single-family residential rate charged by the utility provider or the local serving utility. §33-1413.01(B).

If the utility is metered (water, gas, electricity), the landlord must have individual meters at each space; must take periodic readings; and must provide a periodic billing showing opening and closing meter readings with a computation of the utility charge in the same manner as used by the local utility provider. §33-1413.01(A).

Non-metered utilities (trash and sewer service) may be charged for at a rate not to exceed the local providers single-family residential rate. §33-1413.01.

If a landlord has scheduled a shutdown of a utility, he must inform tenants. §33-1434(A)(7).

IV. Rent and Fees §33-1413; §33-1476.04

There are no limits on what a landlord may charge for rent. But if a park imposes rent increases not previously agreed to in a rental agreement which, taken together with all other rent increases the preceding 12 months exceeds 10% plus the preceding year's Metropolitan Phoenix Consumer Price Index ("CPI") percentage, the tenant, if he chooses to vacate, is eligible for relocation fund assistance. §33-1476.04(A).

Rent cannot be changed during the term of a rental agreement except as provided in the agreement. Increases in the park's costs of utilities, taxes and insurance, however, can be prorated and immediately passed through to tenants if substantiated in writing and the rental agreement so provides. §33-1413(I).

Guest fees cannot be charged unless the guest stays for more than 14 days in a calendar month. §33-1414(A)(5).

Late fees cannot exceed \$5 per day if rent is not remitted by the sixth day from the due date. §33-1414(C).

V. Mobile Home Relocation Fund §33-1409(5); §33-1476.01 – 33-1476.04

A tenant can obtain money from the Relocation Fund in the case of a Park Closure; Redevelopment of Park; Qualifying Rent Increase; or for Rehabilitation of pre-HUD home in order to relocate home (for Rehabilitation purposes only, the home owner's income must qualify).

The Relocation Fund is administered by the Arizona Department of Fire, Building and Life Safety. §33-1476.02.

Each owner of a mobile home located in a mobile home park who does not own the land the home is located on will be assessed 50 cents per \$100 of taxable assessed valuation of his or her home which shall be deposited in the Relocation Fund. §33-1476.03.

Park Closure or Redevelopment: (1) Landlord must give tenants 180 days notice of the closure or redevelopment; (2) The tenant can collect, from the Relocation Fund, the lesser of the actual moving expenses (within a 50 mile radius) or \$5,000 for a single-wide or \$10,000 for a multi-section home OR the tenant may abandon the mobile home in the park, and collect an amount equal to one-fourth of the maximum allowable moving expense for that home from the fund if the tenant delivers to the landlord the current title to the home with the notarized endorsement of the owner of record together with complete releases of all liens that are shown on the title and pays all property taxes due on the home; if the mobile home was ground set in the mobile home park, the tenant may collect up to \$2500 additionally for the cost of removing a ground set home; (3) The landlord must pay \$500 for each single-wide and \$800 for each multi-section home into the Relocation Fund in the case of a park closure. §33-1476.01
Rehabilitation of pre-HUD homes (built prior to June 15, 1976): §41-2157.

When moving a pre-HUD home from one mobile home park to another within the state, if the home must be rehabilitated to state standards and if home owner's income falls below federal poverty guidelines, home owner can collect up to \$1,000 to pay for rehabilitation.

Tenants moving homes due to being evicted are not eligible for assistance.

VI. Rent Increases

Landlord must give each tenant written notice of an increase 90 days prior to expiration of the rental agreement, unless the increase is for actual increased costs in insurance, taxes or utilities AND the rental agreement states that the landlord can increase the rent immediately for these purposes AND the landlord substantiates the increase in writing; otherwise the landlord must give the 90 days written notice prior to the expiration of the rental agreement and does not have to give any reasons for the increase. §33-1413(G) and (I); 33-1432(F).

If the park increases the rent in any 12-month period by more than 10% plus the most recent one-year increase in the CPI, the tenant is eligible for assistance from the Mobile Home Relocation Fund.

When a landlord is giving notice of a rent increase which exceeds this amount, the landlord must also inform the tenant of their eligibility for assistance. §33-1476.04.

VII. Rules and Regulations §33-1452

Landlords must give all tenants 30 days written notice by mail of any change in rules. §33-1452(D).

Rules must apply in a fair manner to all tenants. §33-1452(A).

Landlord has the right to approve prospective buyers of homes in the park, however approval cannot be unreasonably withheld; if requested in writing, the landlord shall send a notice to the prospective purchaser to identify the reasons for disapproval; landlord can force someone bringing a home into the park to make permanent improvements if they are written in rules or statements of policy and he discloses the approximate cost of the improvements to the prospective tenant; landlord cannot force an existing tenant, even if he is selling his home, to make permanent improvements, nor can he force the buyer of a home already in the park to make permanent improvements. §33-1452(E)(6).

“Permanent Improvements” are those that cannot be removed without damaging the improvement or the space. §33-1452(E)(6).

Landlord does have the right to upgrade his park. This can be done by rules and statements of policy stating the condition of homes allowed in the park. Landlord cannot force current residents to move their homes from the park, but can force purchasers to move them upon sale of the home. However, a landlord cannot require replacement of siding and skirting on an existing home in the park which is sold unless the replacement will significantly change or improve the appearance of the mobile home. §33-1452(B) (C) and (D).

On the sale of a mobile home manufactured after June 15, 1976, to a tenant otherwise qualified for tenancy, a landlord shall not require removal of the mobile home from the park solely because of the age of the mobile home. §33-1452(L).

Landlord must give tenants an emergency phone number and name and address of park owner. §33-1452(F).

Landlord cannot prohibit meetings of tenants to discuss issues related to mobile home lifestyle. §33-1452(G).

Landlord does not have right to access tenant’s mobile home unless tenant gives landlord written permission. §33-1453.

VIII. Landlord’s Obligations §33-1431; §33-1432; §33-1434; §33-1436

Security Deposits – amount of any security deposit should be stated in each rental agreement and cannot exceed 2 months rent unless the tenant voluntarily agrees to pay more; cannot be changed after initial rental agreement is executed; landlord must pay or accrue 5% annual interest on deposit. §33-1431.

Landlord must maintain fit, safe and habitable premises. §33-1434.

Required disclosures for new tenants: (1) Written disclosure of rent increases over the three full calendar years immediately preceding the effective date of the rental

agreement; (2) Identity of manager, owner and statutory agent of park; (3) Information on utility connections; (4) Information on fire protection services. §33-1432.

Landlord must provide tenant with a Statement of Policy (a park can only have one set of statements of policy in effect for all residents at any one time). §33-1436.

Park managers must show proof of completing at least six hours of continuing education every two years. Parks failing to comply are subject to civil penalties. Parks managers must post such proof of completion in a conspicuous place at the mobile home park. §33-1409(9); §33-1437.

IX. Tenant Obligations §33-1451

Maintain and keep his space as clean and safe as conditions allow, and not to let visitors, guests or members of the household unreasonably disturb their neighbors. §33-1451(A).

Inform landlord of non-renewal of rental agreement at least 30 days prior to its expiration. §33-1451(A).

X. Notices §33-1412; 33-1413; 33-1436; 33-1452; 33-1471; 33-1473; 33-1476

Notice is effective when a party has actual knowledge of the subject or has received the notice from the other party. §33-1412(A).

A notice is received when the party actually gets it or, if sent by certified mail, it is deemed received five days after deposit in the mail. §33-1412(B).

Rent increases not programmed in rental agreements require a 90-day notice, effective at expiration of a rental agreement. §33-1413(G).

Rules and regulation changes require a 30-day notice by mail. §33-1452(D).

Statements of policy changes require a 60-day notice, effective at expiration of current statements of policy. §33-1436(C).

Tenants for proper cause may terminate their rental agreements as follows:

For health and safety violations, with a 10/20 notice to the landlord (10 days to cure or the tenancy will end in 20 days). §33-1471 (A);

For non-health and safety violations, with a 14/30 notice to the landlord. §33-1471(A).

Tenants may cure and charge landlords the cost of repair for health and safety hazards which are the landlord's responsibility by giving a 20 day notice and, if not cured by the landlord within that time, by having the work done by a licensed contractor. §33-1473.

Landlords for good cause may terminate tenant rental agreements as follows:

For violence or other serious criminal conduct, with an immediate termination notice. §33-1476(D)(3);

For health and safety violations, with a 10/20 notice to the tenant. §33-1476(D)(2);
For non-health and safety violations, with a 14/30 notice to the tenant. §33-1476(D)(1);
For non-payment of rent, with a seven day notice to the tenant. §33-1476(E).

If a 10/20 or 14/30 notice is given, and the tenant cures the violation, the landlord must give a notice of cure. §33-1476(D)(1) and (2).

If a tenant receives 3 notices about the same problem or 4 notices about different problems within 12 months, landlord can evict on the next notice. §33-1476(D)(4).

XI. Evictions §33-1481(A)

If a rental agreement is terminated but the tenant fails to vacate, the landlord may file an eviction action in court. §33-1481(A).

XII. Retaliatory Action §33-1491

If a landlord retaliates by increasing rent or decreasing services or by bringing or threatening to bring an eviction against a tenant after any of the following, it is presumed to be a retaliatory action and it is up to the landlord to prove it was not: (1) Tenant complains to a government agency charged with the responsibility of enforcing building or housing codes of a violation materially affecting health and safety; (2) Tenant complains to the landlord of a violation of the Act; (3) Tenant organizes or becomes a member of a tenant's union or similar organization; (4) Tenant files an action against the landlord with the hearing officer or court.

XIII. Mobile Home Parks Hearing Officer §41-2198

Either landlord or tenant can file a complaint with the mobile home parks hearing officer. Complaints are limited to claims of violations of mobile home space rental agreements or the Mobile Home Parks Residential Landlord Tenant Act. Rent increases cannot be challenged, but the manner in which notices were given can be. Complaints are filed with the Department of Building and Fire Safety. §41-2198, 2198.01, 2198.02, 2198.03 and 2198.04.

XIV. Removal of a Mobile Home from a Park §33-1485.01

The tenant or tenant's successor in interest shall provide the landlord with a written notification of intent to remove a mobile home from a space; the notification shall include the date the home will be removed, address and telephone number of person or entity that will be removing the home, and name, address and telephone number of person or entity that will be the responsible party for restoring the mobile home space in accordance with the rental agreement and 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 \$1,000 minus the amount of any security deposit that was collected at the beginning of the tenant's tenancy.

The person or entity removing the mobile home from the space must have received from the landlord a written clearance for removal containing a statement that all monies due for space rent as of the date of removal have been paid or that the landlord and tenant have agreed otherwise; and the requirements for mobile home space restoration.

RESOURCES:

Arizona Department of Fire, Building & Life Safety – www.dbfs.az.gov

Arizona Secretary of State – www.azsos.gov