ARIZONA

RECREATIONAL VEHICLE

LONG-TERM RENTAL SPACE ACT

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Arizona Recreational Vehicle Long-Term Rental Space Act

TITLE 33, CHAPTER 19 – Arizona Recreational Vehicle Long-Term Rental Space Act

TITLE 9, CHAPTER 4 – General Powers

ARIZONA REVISED STATUTES

TITLE 33. PROPERTY

CHAPTER 19. ARIZONA RECREATIONAL VEHICLE LONG-TERM RENTAL SPACE ACT

ARTICLE 1. GENERAL PROVISIONS

33-2101. Application; duration of stay; exclusions; notice and pleading requirements

A. This chapter applies to, regulates and determines rights, obligations and remedies for a recreational vehicle space that is rented in a recreational vehicle park or mobile home park by the same tenant under a rental agreement for more than one hundred eighty consecutive days. For a park trailer that is located in a recreational vehicle park or mobile home park, this chapter applies if the space is rented by the same tenant for more than one hundred eighty consecutive days without regard to whether a rental agreement is executed.

B. This chapter does not apply to mobile homes, manufactured homes and factory-built buildings or to a property with one or two recreational vehicle rental spaces.

C. Notwithstanding any other law, an agency of this state and an individual court may not adopt or enforce a rule or policy that requires a mandatory or technical form for providing notice or for pleadings in an action for forcible entry or forcible or special detainer. The form of any notice or pleading that meets statutory requirements for content and formatting of a notice or pleading is sufficient to provide notice and to pursue an action for forcible entry or forcible or special detainer.

33-2102. Definitions

In this chapter, unless the context otherwise requires:

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

2. "Appurtenances" means awnings, sheds, porches and other attachments to the recreational vehicle.

3. "Change in use" means a change in the use of land from the rental of recreational vehicle spaces in a recreational vehicle park to some other use.

4. "Compatible" means a recreational vehicle that is in a similar condition as the majority of the other recreational vehicles in the recreational vehicle park, as determined by the maintenance, condition and overall appearance of the recreational vehicle.

5. "Factory-built building" means a residential or nonresidential building, including a dwelling unit or habitable room of the building, that is either wholly or in substantial part manufactured at an off-site location to be assembled on site, except that it does not include a manufactured home, recreational vehicle or mobile home as defined in section 41-4001.

6. "Good faith" means honesty in fact in the conduct or transaction concerned.

7. "Guest" means a nonresident of a recreational vehicle park, over and above the limit set for the resident's space under the terms of the rental agreement or by park rules, who stays at the home of a person with constructive possession of the home with the consent of the resident for one or more nights and not more than fourteen days in any twelve month period.

8. "Landlord" means:

(a) The owner, lessor, sublessor or operator, or any combination of these persons, of a recreational vehicle park.

(b) A manager of the premises.

9. "Mobile home" means either of the following:

(a) A residential structure that was manufactured on or before June 15, 1976, that is transportable in one or more sections, eight feet or more in body width, over thirty feet in body length with the hitch, built on an integral chassis, designed to be used as a dwelling when connected to the required utilities and not originally sold as a travel trailer or recreational vehicle and that includes the plumbing, heating, air conditioning and electrical systems in the structure.

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

10. "Mobile home park" means any parcel of land that contains four or more mobile home spaces and two or more recreational vehicle spaces.

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

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

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

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

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

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

17. "Prospective tenant" means a person who expresses an interest to a landlord in becoming a tenant.

18. "Recreational vehicle" means a vehicular type unit that is any of the following:

(a) A portable camping trailer mounted on wheels and constructed with collapsible partial sidewalls that fold for towing by another vehicle and unfold for camping.

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

(c) A park trailer or park model built on a single chassis, mounted on wheels or originally mounted on wheels and from which the wheels have been removed and designed to be connected to utilities necessary for operation of installed fixtures and appliances and has a gross trailer area of not less than three hundred twenty square feet and not more than four hundred square feet when it is set up, except that it does not include fifth wheel trailers.

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

(e) A portable truck camper constructed to provide temporary living quarters for recreational, camping or travel use and consisting of a roof, floor and sides designed to be loaded onto and unloaded from the bed of a pickup truck.

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

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

21. "Rental agreement" means oral or written leases or agreements and valid rules embodying the terms and

conditions concerning the use and occupancy of a recreational vehicle space.

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

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

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

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

33-2103. Obligation of good faith

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

33-2104. Unconscionability

A. If a court, as a matter of law, finds that:

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

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

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

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

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

1. Shall include:

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

(b) The amount of any security deposit.

2. May provide that the landlord may charge a late fee of not more than five dollars per day from the due date of the rent until the rent is paid if the rent is not remitted by the sixth day after the due date.

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

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

D. The rental agreement may provide that if a dispute arises the prevailing party may recover costs and reasonable attorney fees. In any action arising under this chapter, the court may award the prevailing party costs and reasonable attorney fees even if the rental agreement does not contain such a provision.

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

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

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

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

I. The resident shall inform the landlord or park manager at least thirty days before the expiration of the rental agreement if the tenant is not renewing the rental agreement and is vacating the space. If timely notice is not given before the tenant moves from the space, the tenant shall pay rent equal to the amount of rent for the notice period.

J. A tenant shall not remove a recreational vehicle from a recreational vehicle or mobile home space unless the tenant has received from the landlord a clearance for removal that shows that all monies, including rent and utilities, due the landlord as of the date of removal have been paid or that the landlord and tenant have otherwise agreed to the removal.

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

33-2106. Prohibited provisions in rental agreements

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.

33-2107. Utility fees; service interruption; waste, garbage and rubbish removal fees; refunds; enforcement

A. A landlord may charge separately for gas, water or electricity by doing either of the following:

1. Installing a submetering system.

2. Allocating the charges separately through a ratio utility billing system.

B. If a landlord charges separately for gas, water or electricity by installing a submetering system:

1. The landlord shall provide a separate meter for every user.

2. For each billing period the cost of the charges for the period shall be separately stated, along with the opening and the closing meter readings and the dates of the meter readings. Each bill shall show the computation of the charge generally in accordance with the serving utility company billing format for individual service supplied through a single service meter.

3. The landlord shall not charge more than the prevailing basic service single family residential rate charged by the serving utility or provider and any other fees and taxes imposed on the landlord by the provider relating to this rate.

C. If a landlord charges separately for gas, water or electricity pursuant to a ratio utility billing system:

1. The landlord may recover the charges imposed on the landlord by the utility provider, except that a landlord shall not include a charge by the supplying utility for gas, water or electricity used in a common area or office if the common area or office is separately metered. The landlord shall post in a conspicuous place on the premises the current rate under which the landlord pays for the utility service, as well as the expenses included in the administrative fee and a statement that the total administrative fee charged in the aggregate does not exceed ten per cent of the landlord's total charge during the billing period. For the purposes of this paragraph, "charges" means the landlord's actual expense of obtaining the utility, including the taxes and fees assessed by or through the utility provider and imposed on the landlord by the utility provider.

2. The landlord may charge an administrative fee for the landlord's actual administrative costs. Any monthly administrative fee shall not exceed the greater of the landlord's actual administrative costs or ten per cent of the monthly charges by the utility provider in the aggregate to the landlord. The landlord shall not impose any other additional charges. If the landlord arranges for utility billings to be handled by a third party, the utility billings shall instead include the actual and reasonable cost charged by the third party for the service. Those third party charges

shall not exceed ten per cent of the monthly charges by the utility provider for that utility in the aggregate to the landlord. For the purposes of this paragraph, "administrative costs" includes the direct actual costs to the landlord of billing for utilities, including the cost of staff time to calculate and mail the bills, postage and stationery.

3. The rental agreement shall contain a disclosure that lists the utility services that are separately charged to the tenant and shall state that an administrative fee covering the landlord's administrative expenses in making the calculations under the ratio utility billing system will also be assessed. The rental agreement also shall state that total administrative fees assessed each billing period shall not exceed ten per cent of the landlord's total charges for that utility provider.

4. Allocation shall be made on the basis of rented spaces.

D. A landlord that is also a mobile home park as defined in section 33-1409 shall comply with subsection A, paragraph 1 and subsection B of this section.

E. The landlord shall provide a statement of proposed interruption of utility service to the tenants within a reasonable time, except in the case of an interruption caused by an emergency. An emergency does not include any failure or refusal by the landlord to fulfill the duties and obligations to maintain fit premises. A statement of proposed interruption of utility service may be provided by posting an announcement of the period of the interruption in a conspicuous place on the premises where a recreational vehicle space is located or by individual delivery to each tenant.

F. For the purpose of regulating recreational vehicle parks as public or consecutive water systems, the state shall not adopt rules pursuant to title 49, chapter 2, article 9 that are more stringent than authorized by the federal government. Submetering solely to determine the charges for individual water use by park tenants for the purpose of water conservation, without other evidence indicating a transaction subject to regulation under title 49, chapter 2, article 9, shall not be used as a basis for treating any recreational vehicle park as a public or consecutive water system.

G. A landlord may charge separately for removal of waste, garbage, rubbish, refuse and trash and for sewer services. Any charges for removal or sewer services shall not exceed the prevailing single family or residential charge, fee or rate for these services levied by the political subdivision or provider.

H. A landlord who determines, on the landlord's own or as a result of a tenant objection, that the landlord has overcharged tenants shall refund the overcharged amount to the tenants who were overcharged and who reside in the recreational vehicle park at the time the overcharge is determined. The refund shall be made through a credit toward future utility charges or a refund and shall be provided within sixty days.

I. If a tenant believes that a landlord is not in compliance with this section, the tenant shall provide written notice to the landlord regarding the alleged violation of this section. If the dispute is not resolved within thirty days after the notice is received by the landlord, the tenant may file a civil complaint in justice court to enforce this section. In an action pursuant to this subsection, the court shall award the prevailing party court costs and reasonable attorney fees.

ARTICLE 2. LANDLORD OBLIGATIONS

33-2121. Security deposits

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

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

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

33-2122. Disclosure

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

1. The person authorized to manage the premises.

2. The owner of the premises and, if applicable, a person authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and providing receipts for notices and demands.

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

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

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

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

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

E. Except for renewals of a rental agreement, the landlord or any person authorized to enter into a rental agreement on the landlord's behalf shall provide to the tenant before entering into a rental agreement for a recreational vehicle park trailer space the following:

1. A copy of the Arizona recreational vehicle long-term rental space act.

2. For persons who are purchasing or placing in the park a recreational vehicle that is a park trailer or park model, a notice that the park trailer or park model is governed by the Arizona recreational vehicle long-term rental space act and not the Arizona mobile home parks residential landlord and tenant act.

F. The landlord shall also make available to all tenants a current copy of the Arizona recreational vehicle long-term rental space act.

33-2123. Landlord to maintain fit premises

The landlord shall:

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

2. Comply with all applicable provisions of city, county and state codes materially affecting health and safety.

ARTICLE 3. TENANT OBLIGATIONS

33-2131. Tenant to maintain recreational vehicle space

A tenant of a recreational vehicle space shall exercise diligence to maintain that part of the premises that the tenant has rented in as good condition as when the tenant took possession and shall:

1. Comply with all obligations primarily imposed on tenants by applicable provisions of city, county and state codes materially affecting health and safety.

2. Comply with all park rules regarding sanitary and aesthetic guidelines.

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 1condition 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 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, clubhouse, a community center and any outdoor common area meeting location that is used by the tenants.

E. 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.

F. A new tenant who brings a recreational vehicle into a park or who purchases an existing recreational vehicle or mobile home shall comply with all rules then in effect.

G. Pursuant to state and federal fair housing laws, a resident who has a disability as defined in Section 41-1491 may have one or more persons occupy the recreational vehicle to provide necessary live-in health care, personal care or supportive services if the care or services are necessary to afford the resident with a disability an equal opportunity to use and enjoy the dwelling. The landlord shall not charge a fee for the persons rendering live-in health care, personal care or supportive services. The persons rendering live-in health care, personal care or supportive services have no rights of tenancy. Any agreement between the resident and the persons rendering live-in health care, personal care or supportive services does not modify the rental agreement between the landlord and tenant. The persons rendering live-in health care, personal care or supportive services shall comply with the rules of the park.

33-2133. Access

Unless provided in a written agreement, the landlord has no right of access to a tenant's recreational vehicle without the tenant's permission.

ARTICLE 4. REMEDIES

33-2141. Noncompliance by the landlord

A. Except as otherwise provided by law, if there is a material noncompliance by the landlord with the rental agreement or the rules, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate on a date not less than thirty days after receipt of the notice if the breach is not remedied in fourteen days. If there is a noncompliance by the landlord materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate on a date not less than twenty days after receipt of the notice if the breach is not remedied in ten days. The rental agreement shall terminate and the recreational vehicle space shall be vacated as provided in the notice subject to the following:

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

2. The tenant shall not terminate the rental agreement for a condition caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family or any other person on the premises with the tenant's consent.

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

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

D. If the rental agreement is terminated pursuant to this section, the landlord shall return all deposits less reasonable damages.

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

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

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

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

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

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

D. Except as otherwise prohibited by law:

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

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

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

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

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

E. If rent is unpaid when due and the tenant fails to pay rent within five days after written notice by the landlord of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period of time, the landlord may terminate the rental agreement. Before judgment in an action brought by the landlord under this subsection, the tenant may have the rental agreement reinstated by tendering the past due but unpaid periodic rent, reasonable attorney fees incurred by the landlord and court costs, if any.
F. Except for those recreational vehicles that are park trailers as prescribed in section 33-2102, a landlord may refuse to renew a rental agreement without good cause by serving written notice to the tenant at least ninety days before the end of the rental agreement. In that event, the tenant must vacate the premises on or before the end of the rental agreement. For park trailers only, a landlord may refuse to renew or may terminate a rental agreement only with good cause.
G. For the purposes of this section, "good cause" means:

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

33-2144. Abandonment

A. If a tenant abandons a recreational vehicle on the space, the landlord shall notify the owner and lienholder of record of the recreational vehicle within fifteen days about the owner's or lienholder's liability for any costs incurred for the rental space including rent and utility costs due. Before notice is provided to the legal owner or lienholder, the landlord is entitled to a maximum of sixty days' rent. After notice is provided, the legal owner or lienholder is responsible for all costs. The recreational vehicle shall not be removed from the space without a signed statement from the landlord, owner or park manager that shows clearance for removal of the recreational vehicle, that all monies due have been paid in full or that the legal owner and landlord have agreed to allow removal.
B. This section applies only to recreational vehicles as defined in section 33-2102, paragraph 18, subdivision (c).

33-2145. Remedy after termination

A. If the rental agreement is terminated, the landlord may have a claim for possession of the recreational vehicle space and for rent and a separate claim for actual damages for breach of the rental agreement.
B. In the execution of any writ of restitution issued pursuant to section 12-1178 or 12-1181, the landlord may provide written instructions to the sheriff or constable not to remove the recreational vehicle from its space, and if those written instructions are provided, the sheriff or constable may fully execute the writ of restitution by removing all occupants and their possessions from the recreational vehicle and from the space it occupies. The recreational vehicle is deemed abandoned, and the landlord may terminate any utility services that are provided by the landlord. An owner of a recreational vehicle in compliance with subsection C of this section may recover possession of the recreational vehicle while the title remains in the owner's name.
C. A recreational vehicle that is subject to a judgment for forcible detainer may not be removed from its space until the tenant has received from the landlord a clearance for removal that shows that all monies due the landlord as of the date of removal have been paid or that the landlord and tenant have otherwise agreed to the removal. The landlord may agree in writing to accept other terms in satisfaction of the judgment. This subsection does not apply to any lienholder of record on the date of judgment or its successors or assigns.

33-2146. Failure to maintain by tenant

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

terminated, for immediate payment.

33-2147. Periodic tenancy; holdover remedies

A. The landlord may terminate a tenancy only as provided in this chapter.
B. If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and rent for the holdover period.

33-2148. Retaliatory conduct prohibited; eviction

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

1. The tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation that applies to the premises and that materially affects health and safety.
2. The tenant has complained to the landlord of a violation under this chapter.
3. The tenant has organized or become a member of a tenants' union or similar organization.
4. The tenant has filed an action seeking relief pursuant to section 33-2107 or has filed any other action against the landlord in an appropriate court.

B. If the landlord acts in violation of subsection A of this section, the tenant is entitled to an amount equal to two months' periodic rent and twice the actual damages sustained by the tenant and has a defense in action against the landlord for eviction, unless the landlord proves good cause for the landlord's action.
C. Notwithstanding subsections A and B of this section, a landlord may bring an action for eviction if either of the following occurs:

1. The violation of an applicable building or housing code was caused primarily by lack of reasonable care by the tenant or another person in the tenant's household or who was on the premises with the tenant's consent.
2. The tenant is in default in rent. The filing of an action does not release the landlord from liability pursuant to section 33-2141, subsection B.

33-2149. Change in use; notices; compensation for moving expenses; payments by the landlord; applicability

For recreational vehicles that are park trailers or park models only:
1. The landlord shall notify the director and all tenants in writing of a change in use at least one hundred eighty days before the change in use. The landlord may not increase rent within ninety days before giving notice of a change in use.
2. The landlord shall inform all tenants in writing about the mobile home relocation fund established by section 33-1476.02.
3. If a tenant is required to move due to a change in use or redevelopment of the park, the tenant may do any of the following:

(a) Collect payment from the mobile home relocation fund for the lesser of the actual moving expenses of relocating the park trailer or park model to a new location that is within a one hundred-mile radius of the vacated park or the maximum of four thousand dollars. Moving expenses include the cost of stabilizing, taking down, moving and setting up the park trailer or park model in the new location.
(b) Abandon the park trailer or park model in the park and collect an amount equal to one-fourth of the maximum allowable moving expense for that park trailer or park model from the mobile home relocation fund. To qualify for abandonment payment pursuant to this subdivision, the tenant shall deliver to the landlord the current title to the park trailer or park model with the notarized endorsement of the owner of record together with complete releases of all liens that are shown on the title and proof that all taxes owing have been paid to date. The tenant shall provide a copy of these documents to the Arizona department of housing in support of the tenant's application for payment. If the tenant chooses to abandon the park trailer or park model pursuant to this subdivision, the landlord is exempt from making the payments to the fund prescribed in paragraph 4 of this section.
(c) If a park trailer or park model is relocated to a location outside of the vacated park and, in the sole judgment of the director, the park trailer or park model was ground set in the park from which it was removed, the tenant may collect additional monies not to exceed two thousand five hundred dollars for the incremental costs of removing a

ground-set park trailer or park model. These monies are in addition to any monies provided pursuant to subdivision (a) of this paragraph.

4. Except as provided in paragraph 3, subdivision (b) and paragraph 6 of this section, if there is a change in use the landlord shall pay two hundred fifty dollars for each park trailer or park model relocated to the fund for each tenant filing for relocation assistance with the director.

5. If a change is use occurs and the landlord does not comply with paragraph 1 of this section, the landlord shall pay to the fund in addition to the monies prescribed in paragraph 4 of this section two hundred fifty dollars for each space occupied by a park trailer or park model.

6. The landlord is not required to make the payments prescribed in paragraphs 4 and 5 of this section for moving a park trailer or park model owned by the landlord or for moving a park trailer or park model under a contract with the tenant if the tenant does not file for relocation assistance with the director.

7. The tenant shall submit a contract for relocation of a park trailer or park model for approval to the director within sixty days after the relocation to be eligible for payment of relocation expenses. The director must approve or disapprove the contract within fifteen days after receipt of the contract, or the contract is deemed to be approved.

8. If the contract is approved, the payment of relocation expenses shall be made to the installer or contractor when both of the following are complete:

(a) The installer or contractor obtains valid permits to move the park trailer or park model to a new location.

(b) The installer or contractor provides documentation to the department that the installation of the park trailer or park model at the new location is complete and has been inspected by the department or its designee and is approved for occupancy.

9. If the contract is not approved, the tenant may appeal to an administrative law judge pursuant to title 41, chapter 37, article 5. The tenant shall provide notice pursuant to section 33-2105, subsection I, if the tenant relocates.

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

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

12. A person who purchases a park trailer or park model already situated in a park or moves a park trailer or park model into a park in which a change-in-use notice has been given is not eligible for compensation under this section.

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

33-2150. Relocation due to change in age-restricted community use; payment form mobile home relocation fund; applicability

For recreational vehicles that are park trailers or park models only:

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

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

(a) The tenant resides in a park trailer or park model that is owned by the tenant and that is located in an age-restricted park.

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

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

4. A tenant is eligible to receive relocation expenses pursuant to paragraph 2 of this section as follows:

(a) Within one hundred eighty days after the effective date of notification of the change in the age-restricted community's use, the tenant shall submit a contract for relocation of the park trailer or park model to the director for approval and to the landlord.

(b) After notice of approval by the director for the payment of relocation expenses, the tenant shall have a fully signed contract with a licensed installer or contractor to move the park trailer or park model to a specific location by a specific date and must have moved the park trailer or park model pursuant to that contract within forty-five days after notice from the director.

(c) The director shall approve or disapprove the contract submitted within fifteen days after receipt of the contract, and the contract is deemed to be approved on the sixteenth day if the director takes no action.

(d) If the contract is approved, the payment of relocation expenses shall be made to the installer or contractor when both of the following have been completed:

(i) The installer or contractor has obtained valid permits to move the park trailer or park model to a new location.

(ii) The installer or contractor provides documentation to the department that the installation of the park trailer or park model at the new location is complete and has been inspected by the department or its designee and is approved for occupancy.

(e) If the contract is not approved, the tenant may appeal to an administrative law judge pursuant to title 41, chapter 37, article 5. The tenant shall provide notice pursuant to section 33-2105, subsection I, if the tenant relocates.

(f) On approval, the tenant is eligible for the lesser of the actual moving expenses of relocating the park trailer or park model or four thousand dollars. Compensable moving expenses include the cost of stabilizing, taking down, moving and setting up the park trailer or park model in the new location if the park trailer or park model is relocated to another age-restricted community within this state.

5. The landlord shall not be responsible for making any payment into the mobile home relocation fund for any park trailer or park model moved pursuant to this section.

33-2151. Assessments for mobile home relocation fund; waiver

For recreational vehicles that are park trailers or park models only:

1. In order to provide monies for the mobile home relocation fund, each owner of a park trailer or park model located in a park who does not own the land on which the park trailer or park model is located shall pay each year to the state an assessment in an amount determined by making the assessment as prescribed by section 33-1476.03. The county treasurer shall collect the assessment imposed by this paragraph at the same time and in the same manner as personal property taxes. The county treasurer shall separately list the assessment on the tax roll and shall transfer the revenues collected to the state treasurer for deposit in the mobile home relocation fund. The county treasurer shall send to the state treasurer a written notice of the total taxable assessed valuation, derived by applying the applicable percentage specified in title 42, chapter 15, article 1 to the limited property value, of all park trailers or park models in the county on which the assessment prescribed by this section is assessed. The assessment constitutes a lien on the park trailer or park model.

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

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

ARIZONA REVISED STATUTES

TITLE 9. CITIES AND TOWNS

CHAPTER 4. GENERAL POWERS

ARTICLE 8. MISCELLANEOUS

9-499.05. Authority to set rates for private towing carrier; notice of parking violations; violation; classification; definition

A. The governing body of an incorporated city or town may regulate the maximum rate and charge for towing, transporting or impounding a motor vehicle from private property without the permission of the owner or operator of the vehicle by any private towing carriers doing business within its boundaries. A private towing carrier is subject to the maximum rate and charge regulation prescribed by the city or town for all such towing, transporting or impounding services if the vehicle being towed or transported is towed from private property located within the boundaries of the city or town.

B. The owner or agent of the owner of the private property shall be deemed to have given consent to unrestricted parking by the general public in any parking area of the private property unless such parking area is posted with signs as prescribed by this subsection which are clearly visible and readable from any point within the parking area and at each entrance. Such signs shall contain, at a minimum, the following:

1. Restrictions on parking.
2. Disposition of vehicles found in violation of the parking restrictions.
3. Maximum cost to the violator, including storage fees and any other charges that could result from the disposition of a vehicle parked in violation of parking restrictions.
4. Telephone number and address where the violator can locate the violator's vehicle.

C. It is unlawful for a private towing carrier to tow or transport a motor vehicle from private property without the permission of the owner or operator of the motor vehicle unless such private towing carrier receives a request from a law enforcement agency or the express written permission from the owner or the agent of the owner of the property that has complied with the requirements of subsection B. The owner or the owner's agent shall either sign each towing order or authorize the tow by a written contract which is valid for a specific length of time. The private towing carrier may not act as the agent of the owner.

D. A person who violates subsection C is guilty of a class 2 misdemeanor.

E. This section shall apply only to services performed while a person is actually engaged in the activities of a private towing carrier.

F. The provisions of this section do not apply to abandoned or junk vehicles disposed of pursuant to title 28, chapter 11.

G. For the purposes of this section, "private towing carrier" means any person who commercially offers services to tow, transport or impound motor vehicles from private property without the permission of the owner or operator of the vehicle by use of a truck or other vehicle designed for or adapted to that purpose.

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