



ARIZONA MOBILE HOME PARK TENANT'S GUIDE

IMPORTANT: This guide is for tenants who own their mobile home but rent the lot or land beneath their mobile home.

This guide is NOT for tenants who rent their mobile home and rent the lot or land beneath their home.



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USE AND DISCLAIMER:

These forms shall not be used to engage in the unauthorized practice of law. Court cases can be very complicated, and even if you are representing yourself, you should see a lawyer for legal advice as to how the law applies to you, and what is best in your particular situation. This might save you time, money, trips to the courthouse, and avoid serious mistakes.

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I. INTRODUCTION

As a tenant in mobile home park in Arizona, you have important rights and obligations under the Mobile Home Parks Residential Landlord and Tenant Act. If you know those rights, you can use them to avoid being hurt by your landlord. This pamphlet is not a substitute for specific legal advice from an attorney, but it offers some ways of dealing with common problems Arizona tenants face.

The Mobile Home Parks Residential Landlord and Tenant Act “regulates and determines rights, obligations and remedies under a rental agreement” for a mobile home space in an Arizona mobile home park. A.R.S. § 33-1406. You can get a copy of the Mobile Home Parks Residential Landlord and Tenant Act online at:

https://www.azag.gov/sites/default/files/publications/2018-06/Arizona_Mobile_Home_Parks_Residential_Landlord_Tenant_Act_October2014.pdf.¹

For the Mobile Home Parks Residential Landlord and Tenant Act, “tenant” refers to a person signing a rental agreement or otherwise agreeing with a landlord for the occupancy of a mobile home space. A.R.S. § 33-1409(29). In the Act, “premises” refers to the mobile home park and its existing facilities and appurtenances, including furniture and utilities where applicable, and grounds, areas and existing facilities held out for the use of tenants generally or whose use is promised to the tenant. A.R.S. § 33-1409(22).

In situations where a tenant rents both the mobile home and a mobile home space from the same person or company, the Arizona Residential Landlord and Tenant Act also applies with respect to renting the actual mobile home.² Step Up To Justice can provide you with their separate, SU2J Arizona Residential Renter’s Guide, which refers to the Arizona Residential Landlord and Tenant Act and applies to the renting of a mobile home.

The guide laid out before you only applies to the renting of a mobile space from a mobile home park and thus, exclusively refers to the Arizona Mobile Home Parks Residential Landlord and Tenant Act.

II. BEFORE YOU RENT

Before you become a tenant of a mobile home park, there are certain things that you can do to protect your rights and avoid problems:

¹ You can also request a copy of the Arizona Mobile Home Parks Residential Landlord Tenant Act from the Secretary of State’s office at the Capitol in Phoenix, or you can look up the Act in the official law books called the Arizona Revised Statutes (A.R.S. §§33-1401 to 33-1501), hard copies of which are available in the reference sections of most public or law libraries in the state. Your property manager and/or landlord should have given you a copy as well.

² You can get a copy of the Arizona Residential Landlord and Tenant Act online at: www.azsos.gov/public_services/Publications/Residential_Landlord_Tenant_Act/ or from the Secretary of State’s office at the Capitol in Phoenix, or you can look up the Act in the official law books called the Arizona Revised Statutes (A.R.S. §§33-1301 to 33-1381), hard copies of which are available in the reference sections of most public or law libraries in the state.

A. ENSURE THAT YOUR MOBILE HOME FITS THE DEFINITION OF A “MOBILE HOME” UNDER THE LAW

The Arizona Mobile Home Parks Residential Landlord Tenant Act defines “mobile home” as:

1. A residential structure 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 which includes the plumbing, heating, air conditioning and electrical systems in the structure; or
2. 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. A.R.S. § 33-1409(14)(a).

The Act also specifies that the following are NOT considered “mobile homes” with respect to Arizona law:

1. A recreational vehicle such as a motor home, camping trailer, van, fifth wheel trailer or other type of recreational vehicle.
2. A structure known as a park model trailer that is a structure built on a single chassis, mounted on wheels and designed to be connected to the utilities necessary for the operation of installed fixtures and appliances and that has a gross interior area of not less than three hundred twenty square feet and not more than four hundred square feet when prepared for occupancy. A.R.S. § 33-1409(14)(b).

Lastly, it is important to note that in order in order to qualify as a “mobile home park” under the Arizona law, the parcel of land considered the park much include four or more mobile home spaces. A.R.S. § 33-1409(15).

B. ENSURE SPACE PROVIDED FITS YOUR BUDGET FOR RENT

According to the Act, rent should be paid at the time and place agreed upon by the parties to the rental agreement. Unless otherwise agreed in the rental agreement, rent is uniformly apportionable from day to day. A.R.S. § 33-1413(E).

When your written rental agreement expires, a continued tenancy is considered to be on a month-to-month basis unless the landlord or the tenant requests a new written rental agreement. A.R.S. § 33-1413(H).

If you move out of the mobile park home before your rental agreement expires, you will, most of the time, still owe rent until the landlord re-rents your space or the rental agreement expires, whichever is first.

C. FIND OUT UTILITIES PROVIDED FOR YOUR SPACE AND WHETHER THEIR COST IS INCLUDED IN THE RENT

Your landlord may charge separately for removal of waste, garbage, rubbish,

refuse and trash and for sewer services. Any charges for removal or sewer services may not exceed the prevailing single family residential charge, fee or rate for these services. A.R.S. § 33-1413.01(D).

According to the Act, your landlord or any person authorized to enter into a rental agreement on the landlord's behalf must post a copy of the current utility rates in a conspicuous place unless you are charged directly by the utility company. A.R.S. § 33-1432(E).

D. INQUIRE ABOUT A POSSIBLE SECURITY DEPOSIT

Any refundable money or property given to assure payment or performance under a rental agreement is considered a security deposit. A.R.S. § 33-1409(28).

E. LEARN AND CONSIDER THE MOBILE HOME PARK'S RULES AND REGULATIONS

Your rental agreement may you to make improvements to the mobile home that you own, even if you are purchasing a home already located in the mobile home park. The necessarily improvements must be clearly stated in the mobile home park's rules and regulations. You landlord, however, cannot require you to make improvements that exceed the requirements stated in the rules or regulations of the mobile home park. A.R.S. § 33-1413(J).

If you are a new tenant who purchases an existing mobile home in a mobile home park, you must 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. Your landlord, however, cannot require you to replace the siding and skirting on your purchased mobile home unless the replacement siding and skirting will significantly change or improve the appearance of the mobile home. A.R.S. § 33-1452(C)-(D).

Your rental agreement may also contain conditions regarding the removal of a mobile home from the mobile home park and the restoration of a mobile home space. A.R.S. § 33-1413(L).

F. UNDERSTAND YOUR RENTAL AGREEMENT BEFORE YOU SIGN IT

Before entering into a rental agreement, the landlord or any person authorized to enter into the rental agreement must provide you a concise written summary of the Arizona Mobile Home Parks Residential Landlord and Tenant Act. A.R.S. § 33-1432(G)-(H). At the beginning of a tenancy, a signed, written rental agreement must be executed by the landlord³ or designated agent and you, the tenant. A.R.S. § 33-1413(A). Carefully read the rental agreement. Make sure every blank is filled in and check whether it includes the following necessary information:

1. The name and address of the person authorized to manage the premises;
2. The name and address of the owner of the premises;

³ "Landlord" refers to the owner, lessor, sublessor or operator, or any combination thereof, of a mobile home park. A.R.S. §33-1413.

3. If applicable, the name and address of 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 receipting for notices and demands;
4. The specific time period that the rental agreement covers;
5. Location of the space that you are renting;
6. Amount of rent;
7. Utilities provided;
8. Amount of security deposit, if any;
9. Any conditions of the tenancy requiring a tenant to make improvements to mobile home the tenant owns;
10. Any conditions regarding the eventual removal of a mobile home from the mobile home park and the restoration of a mobile home space by a tenant; and
11. Park rules and regulations for tenants. A.R.S. § 33-1413.

If you are a prospective tenant on an initial rental agreement, your landlord must also provide you a written statement that shows the rent increases for the three full calendar years immediately preceding the prospective initial rental agreement date. This information is for basic space rental only and does not apply to other fees such as late charges, guest fees and utility charges. A.R.S. § 33-1432(A)(4).

According to the Act, rent should be paid at the time and place agreed upon by the parties to the rental agreement. Unless otherwise agreed in the rental agreement, rent is uniformly apportionable from day to day. A.R.S. § 33-1413(E).

Your landlord must post the average amount of rental increase or average percentage of rental increase at the rental office for three years. A.R.S. § 33-1432(A)(4).

On expiration of a written rental agreement for a specified term or written renewal of a rental agreement, tenancy is on a month-to-month basis unless the landlord, its designated agent or the tenant requests a new written rental agreement.

If you move out of the mobile park home before your rental agreement expires, you will, most of the time, still owe rent until the landlord re-rents your space or the rental agreement expires, whichever is first.

G. REVIEW THE PARK'S "STATEMENT OF POLICY"

Your landlord must attach the mobile home park's "statement of policy" to the written rental agreement. § 33-1436, 33-1452(C). The statement of policy must

include:

1. The classification of the mobile home park as a family community or a housing community for older persons;
2. The period of time before any change in use is expected;
3. Any method of determining rent changes;
4. The size and other specifications of mobile homes allowed in the mobile home park including whether the mobile home must be new or used and whether it must be set at ground level or above ground level;
5. The improvements to a person's mobile home required as a condition of tenancy; and
6. A statement that insuring the mobile home is the tenant's responsibility including fire department response insurance in unincorporated areas. A.R.S. § 33-1436(B).

The landlord must give notice to all the tenants at least sixty days before the expiration of the statement of policy and must notify tenants of a new statement of policy. A.R.S. § 33-1436(C).

MAKE SURE YOU GET AND KEEP A COPY OF YOUR RENTAL AGREEMENT, THE PARK'S STATEMENT OF POLICY, THE PARK'S RULES AND REGULATION, AND ANY ADDITIONAL, PERTINENT ADDENDA [IF ANY] IN YOUR "IMPORTANT PAPERS" FILE.

III. TENANT'S RIGHTS AND REMEDIES

A. YOU HAVE THE RIGHT TO CHOOSE WHERE YOU WANT TO LIVE AND WHICH MOBILE HOME COMPANIES YOU DO BUSINESS WITH.

A landlord violates both state and federal law if he refuses to rent to you because of your race, color, handicap, national origin, sex, religion or because you have children. A.R.S. § 41-1491. If you feel you are being discriminated against for one of those reasons, contact the Civil Rights Division of the Arizona Attorney General's Office (1-800-352-8431 toll free), their Tucson office at (520) 628-6504, or online at: civilrightsinfo@azag.gov or the U.S. Department of Housing and Urban Development (1-800-669-9777), or online at: <http://www.hud.gov/complaints/housediscrim.cfm>.

Your landlord may not impose any conditions of rental or occupancy which restrict you, the mobile home owner, with respect to a choice of a seller of fuel, furnishings, goods, services or mobile homes connected with the rental or occupancy of a mobile home space unless such condition is necessary to protect the health, safety, aesthetic value or welfare of mobile home residents in the park. A.R.S. § 33-1434(B).

B. YOU HAVE A RIGHT TO A FAIR SECURITY DEPOSIT

The landlord cannot require you to pay deposits, whether for security, pets,

cleaning, or other, that equal more than two month's rent. A.R.S. § 33-1431.⁴ The amount of any security deposit cannot be changed after you execute the initial rental agreement. A.R.S. § 33-1431(G).

Your landlord must return your security deposit, minus accrued rent or damage limiting the use of the rental space, within fourteen days of termination of your tenancy. In order to apply the security deposit to owed rent or damages, the rent payments and costs of damage must be itemized by the landlord in a written notice and delivered to you with the amount due within fourteen days of termination of your tenancy. A.R.S. §33-1431(C).

If the landlord does not return the security deposit or send you an itemized written statement of any reasonable charges against the deposit within this time frame, you can sue the landlord in Small Claims Court or Justice Court for the money owed to you, plus damages equal to twice the amount of the deposit wrongfully withheld.

If the landlord does not do a site check with you at the end of your tenancy, take pictures of your mobile home space after you move out and clean up. If dated, the pictures can be proof of the condition in which you left the space.

C. YOU HAVE A RIGHT TO MAINTAINED, FIT PREMISES IN THE MOBILE HOME PARK

Arizona law requires that the landlord:

1. Comply with the requirements of all applicable city, county and state codes materially affecting health and safety;
2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;
3. Keep all common areas of the premises in a clean and safe condition;
4. Maintain in good and safe working order and condition all swimming pool, shower, bathhouse, electrical, plumbing and sanitary facilities, including the recreational hall or meeting facilities supplied or required to be supplied or maintained by him;
5. Provide for removal of garbage, rubbish, and other waste incidental to the occupancy of the mobile home space;
6. Furnish outlets for electric, water and sewer services. The landlord shall also furnish a prospective tenant with information concerning the type, size and power rating of all electrical, water and sewer connections; and
7. Provide a statement of proposed interruption of utility service to you and other tenants within a reasonable time frame except in the case of an interruption caused by an emergency. 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

⁴ "Security" does not include a reasonable charge for cleaning.

within the mobile home park or by individual delivery to each tenant.
A.R.S. § 33-1434(A).

D. WHAT YOU CAN DO IF THE LANDLORD DOES NOT KEEP THE PREMISES FIT AND MAINTAINED

If a problem arises where the landlord is not keeping the premises livable and safe, the best thing to do is to try to solve the problem by talking with your landlord or manager. If this doesn't solve the problem, notify the landlord in writing, contact your local housing or health inspector, and consider contacting Legal Aid or another attorney for more advice.

1. If there is a material noncompliance by your landlord with the rental agreement, the rules and regulations or statements of policy, you may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty days after receipt of the notice if the breach is not remedied in fourteen days. A.R.S. § 33-1476(D)(1).
2. If there is a noncompliance by the landlord materially affecting **health and safety**, you may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than twenty days after receipt of the notice if the breach is not remedied in ten days. A.R.S. § 33-1476(D)(2).

REMEMBER: Be sure to keep copies of all written notices that you give to the landlord or to local authorities. Also keep all receipts and documents including those you receive from the landlord. It is best to send all written notices by Certified Mail-Return Receipt Requested in case you later have to prove in court that the landlord received your notice. Never withhold rent unless you have followed the procedures outlined above for self-help or alternative utility service.

E. YOU HAVE A RIGHT TO BE INFORMED ABOUT ANY CHANGES TO THE RULES AND REGULATIONS OF THE MOBILE HOME PARK

If your mobile home park owner adds, changes, deletes or amends any rule, notice in writing of all such additions, changes, deletions or amendments must be furnished to all mobile home tenants thirty days before they become effective by first class or certified mail. A.R.S. § 33-1452(E).

F. YOU HAVE A RIGHT TO SPEAK OUT AND TO ORGANIZE WITHOUT RETALIATION

Your landlord cannot retaliate by increasing rent or decreasing services to you or by bringing or threatening to bring an action for eviction in response to the following:

1. You have complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health and safety of the Arizona Mobile Home Parks Residential Landlord Tenant

- Act;
2. You have complained to your landlord about a violation of the Arizona Mobile Home Parks Residential Landlord Tenant Act;
 3. You have organized or become a member of a tenant's union or similar organization; or
 4. You have filed an action against the landlord in the appropriate court or with the appropriate hearing officer. A.R.S. § 33-1491(A).

Your landlord cannot prohibit or adopt a rule that prohibits other tenants or you from holding a tenant association meeting in a 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. A.R.S. § 33-1452(H).

G. YOU HAVE A RIGHT TO PROPER NOTICE OF ANY INCREASE IN RENT OR DECREASE IN SERVICES

Your landlord can raise rent or decrease services only if he gives proper notice. Moreover, your landlord must notify you, in writing, of any rent increase at least ninety days prior to the increase by first class or certified mail or by personal delivery. If you have signed a rental agreement, your landlord cannot raise your rent until the term of the rental agreement is up. A.R.S. § 33-1432(F).

H. YOU HAVE THE RIGHT TO RESTRICT LANDLORD ACCESS TO YOUR MOBILE HOME

Unless your landlord and you mutually agree, in writing, to give the landlord access to your mobile home, you landlord has no right of access to the mobile home you own. A.R.S. § 33-1453(A)-(B).

I. YOU HAVE A RIGHT TO A PROPER EVICTION NOTICE

If you have paid rent and have not breached any duty (messed up) as a tenant, the landlord can still end your tenancy without having to give any reason, unless you have a lease for a specified term. The landlord must give at least thirty (30) days advance written notice to move out before the date rent is due if you rent month-to-month. (If you rent week-to-week the landlord must give at least ten (10) days advance written notice.)

A landlord may not evict or attempt to evict you as a means of punishing you or retaliating against exercising your rights as tenant. If you have a rental agreement, the landlord cannot evict you until the lease expires unless you have broken the lease in some way.

If your landlord gives specific reasons why he believes you have breached (broken) your rental agreement or lease, such as failing to maintain the premises according to your duties as a tenant or failing to follow proper rules and regulations adopted by the landlord, they can evict you if you do not correct your breach.

If your landlord gives you an improper eviction notice, notify him that it is improper and that the rental agreement is still valid. You may have to convince a judge the notice is defective if the landlord disagrees with you.

J. YOU HAVE A RIGHT TO A PARK MANAGER WHO IS PROPERLY EDUCATED ABOUT MOBILE PARK POLICY

Every park manager must complete at least six hours of educational programming about park management within the first the first six months that they are employed by a mobile home park. They must complete an additional six hours of educational programming about mobile home park policy every two years that they continue to act as a mobile home park manager. Your park manager must post proof of completion of and compliance with these educational program requirements in a conspicuous place at the mobile home park. You may file a complaint with the director of the local department of fire, building, and life safety. if your park manager and landlord cannot produce proof of completion of the requirements. A.R.S. § 33-1437.

K. YOU HAVE THE RIGHT TO SELL YOUR MOBILE HOME

As a resident of a mobile home park and the owner of your mobile home, you have the right to sell your mobile home at a price of your own choosing during the term of your rental agreement. Your landlord may reserve the right to approve the purchaser of your mobile home as a tenant of the mobile home park, but such permission may not be unreasonably withheld. Within ten days of a written request by you, the seller, or the prospective purchaser, your landlord must notify you and the prospective purchaser in writing of any reasons for withholding approval of a purchaser consistent with applicable federal and state consumer protection laws. A.R.S. § 33-1452(F)(3).

Within sixty days of a sale, your landlord may require removal of a mobile home from the mobile home park 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. A.R.S. §33-1452(L).

Your landlord cannot exact a commission or fee with respect to your sale of your mobile home, unless they, the park owner or operator, have acted as agent for the mobile home owner pursuant to a written agreement. They may also not require you as a tenant or prospective tenant to use any specific sales agency, manufacturer, retailer or broker. A.R.S. §33-1452 (F)(4).

L. YOU HAVE THE RIGHT TO BE PROPERLY AND TIMELY INFORMED ABOUT A CHANGE IN USE OF ALL OR PART OF THE MOBILE HOME PARK

Your landlord must notify you and all other mobile home park tenants in writing of a change in use of all or part of the mobile home park at least one hundred eighty days before the change in use. At the same time, your landlord must inform you and all tenants about the mobile home relocation fund, and your landlord may not increase rent within ninety days before giving notice of a change in use. A.R.S. § 33-1476.01(A)-(B).

If you, the tenant, are required to move due to a change in use or redevelopment of the mobile home park, you may take any of the following measures:

1. Collect payment from the mobile home relocation fund for the lesser

of the actual moving expenses of relocating the mobile home to a new location that is within a fifty-mile radius of the vacated mobile home park or five thousand dollars for a single section mobile home or ten thousand dollars for a multisection mobile home. Moving expenses include the cost of taking down, moving and setting up the mobile home in the new location.

2. Abandon the mobile home in the mobile home park and collect an amount equal to one-fourth of the maximum allowable moving expense for that mobile home from the mobile home relocation fund.⁵
3. If your mobile home is relocated to a location outside of the vacated mobile home park and, in the sole judgment of the director⁶, the mobile home was ground set in the mobile home park from which it was removed, you may collect additional monies not to exceed two thousand five hundred dollars for the incremental costs of removing a ground set mobile home. A.R.S. § 33-1476.01(C).

IV. TENANT OBLIGATIONS

A. YOU MUST MAINTAIN YOUR MOBILE HOME SPACE

As a tenant of a mobile home space, you must exercise diligence to maintain that part of the premises which was rented to you. You are expected to keep it in as good of condition as when you took possession of it. This includes:

1. Complying with all obligations primarily imposed upon tenants by applicable provisions of city, county and state codes materially affecting health and safety;
2. Keeping the part of the premises that you occupy and use as clean and safe as the condition of the premises permits;
3. Disposing all rubbish, garbage and other waste in a clean and safe manner as prescribed by park rules;
4. Not deliberately or negligently destroying, defacing, damaging, impairing or removing any part of the premises or knowingly permitting any person to do so;
5. Conducting yourself and requiring other persons on the premises with your consent to conduct themselves in a manner that will not disturb your neighbors' peaceful enjoyment of the premises. A.R.S. § 33-1451(A)(1)-(5).

B. YOU MUST FOLLOW THE LAW AND REASONABLE RULES AND REGULATIONS

As long as the rules the landlord makes are reasonable, fair, and apply to all tenants, you must follow those rules. Your landlord or manager of a mobile home

⁵ To qualify for abandonment, please see the required details in A.R.S. §33-1476(A)2.

⁶ "Director" means the director of the department of fire, building and life safety.

park must include, in the rules and regulations, an emergency number to be called when the park is left unattended, regardless of the size of the park. A.R.S. §33-1452(G).

Your landlord's rules and regulations are considered enforceable 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; and
6. You, as a prospective tenant, received a copy of the current rules and regulations before you entered into the rental agreement. A.R.S. § 33-1452(A).

You and your guests must behave so as not to bother other tenants. If specified in the rental agreement, your landlord may charge a "guest fee." A.R.S. §33-1413.02. According to the Act, a guest is a "nonresident, over and above the occupancy limit set for the resident's space under the terms of the rental agreement or by park rules, of a mobile home park 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 thirty days in any twelve-month period."⁷ A.R.S. §33-1409(12).

There is an exception in the Act with respect to care givers. You may have a care giver occupy your mobile home on a temporary basis to provide necessary live-in health care pursuant to a written doctor's plan. Your landlord cannot charge a fee for the care giver. Your landlord, however, may require the resident to provide a written renewal of the physician's treatment plan every six months, and the care giver must comply with the rules and regulations of the mobile home park. A.R.S. § 33-1413.03.

Many rental agreements now have a Crime Free Addendum. This is an agreement you sign saying that you can be evicted for breaking any law, even if you are not charged with a crime or convicted yet. If you are arrested or even accused of a crime, your landlord can go to court claiming an "irreparable breach" meaning you did something that cannot be fixed and there is a need for an immediate eviction.

⁷ The Act distinguishes a "guest" from a "visitor." A "visitor" is defined as a nonresident of a mobile home park who stays at the home of a resident with the consent of the resident but does not stay overnight. A.R.S. §33-1409.30.

You can get the eviction notice saying your tenancy is terminated the same day you get the court papers. The landlord can also try this immediate eviction process if he believes you have committed a crime (drugs, assault, etc.) whether you have such an addendum or not.

Any rule or condition of occupancy which is unfair and deceptive is unenforceable. A rule or regulation adopted after you enter into the rental agreement is enforceable against you only if it does not work a substantial modification of the rental agreement. A.R.S. § 33-1452(E).

C. YOU MUST GIVE PROPER NOTICE BEFORE MOVING

You must inform your landlord or park manager at least thirty days before the expiration of the rental agreement that the agreement will not be renewed by you, and the premises will be vacated. If timely notice is not given prior to moving from the mobile home space, you are responsible for rent equal to an amount consistent with the applicable notice period. A.R.S. § 33-1451(A)(6).

If you have a rental agreement, you will have to pay rent until the agreement expires unless the landlord agrees to your moving out, the landlord re-rents the space or unless you have terminated your agreement because the landlord failed to maintain the mobile home space. If the landlord does rent to another tenant, you will only owe for the period after you moved out until the new tenant moved in.

D. YOU MUST RECEIVE CLEARANCE BEFORE REMOVING YOUR MOBILE HOME FROM YOUR MOBILE HOME SPACE

You are not allowed to remove a mobile home from a mobile home space unless you have received from clearance from your landlord. The clearance for removal must show 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 shall not interfere with the removal of a mobile home for any reason other than nonpayment of monies due as of the date of removal even if the term of the rental agreement has not expired. A.R.S. §33-1451(B).

E. YOU MUST PAY YOUR RENT

If you have a problem paying your rent on time (and are not purposefully withholding it according to the procedure described above for self-help repairs) explain the situation to your landlord. The landlord may be willing to let you pay what is due in one or more partial payments. Hopefully, this will give you enough time to pay the remainder of the rent money.

You have six days from the due date of your rent (according to your rental agreement) to pay your rent before your landlord can charge you a penalty fee. This penalty fee cannot exceed five dollars a day from the due date of the rent. A.R.S. § 33-1414(C).

If you cannot reach an agreement with the landlord, he must give you a written notice telling you that if you do not pay the rent within seven (7) days the rental agreement will be terminated. A.R.S. §33-1476(E). If you are unable to pay the rent within the seven (7) days, but the landlord has not yet filed a court action, offer to pay the rent and late fees (if in your agreement) in person with a witness and show the landlord the money or send the rent and late fees by money order by

certified mail, return receipt requested.

You have a right to reinstate your rental agreement any time before judgment (court decision) by offering to pay the unpaid rent and late fees plus attorney's fees and court costs. A.R.S. § 33-1476(E).

If you have claims against the landlord for violating the Arizona Mobile Home Parks Residential Landlord Tenant Act or your lease or rental agreement which would reduce, eliminate, or exceed the landlord's claim for rent, and the landlord will not settle or compromise such claims, then you may wish to file a counterclaim in an eviction action for non-payment of rent. Alternatively, you can leave the park voluntarily.

V. GOING TO COURT

A. THE COURT HEARING

If the landlord gives you proper notice to move out for any reason but you stay, the landlord can file a Forcible Entry and Detainer (FED) case in court to get you out. This is the only legal way for the landlord to do so. An FED case is a court action which asks the Court to order a constable or sheriff to remove the tenant and return the property to the landlord and for unpaid rent or other charges. It could also be a court case by a tenant against a landlord who has illegally locked the tenant out. These cases are usually filed in Justice Court but can be filed in Superior Court. You can always try to make a deal with the landlord, even at the courthouse, to stay and pay later, or to move out at a certain time and drop the case, or some other arrangement. Usually, the judge will honor such deals.

If the landlord is evicting you for not paying rent and you are not arguing that claim, you can pay the amount owed plus court costs and attorney's fees, if any, and reinstate the rental agreement any time before the judge makes a decision.

Note that the landlord, owner or attorney must file the case; an agent, manager, or management company may not sue for the landlord or owner. If an FED is filed against you, you will receive court papers which tell you where and when you have to go to court, in no less than two and usually about four or five days from the date you get the papers.

BE PREPARED FOR A TRIAL ON THAT DAY!! Go early to be sure you can find the right court. Take all needed documents (like receipts, notices you gave the landlord, etc.) with you and your witnesses if possible. If you are unable to get needed witnesses to court that day or need time to get a lawyer, you can ask that the trial be postponed for a few days, but that is up to the judge. Unless you ask for a jury trial, a judge will decide your case. You can always represent yourself in court or a lawyer may do so, but you cannot represent someone else.

In court, you always have the right to tell your side of the story to the judge, even if you haven't paid rent. Be polite but determined so the Judge will let you talk. If the landlord did not maintain the place or promised to do something and failed to do it, or if there is some other reason why you think you do not owe all of the rent, say so. You should also ask the judge to dismiss the case against you if the landlord did not give you a proper notice to move out, did not give you the proper time to respond to a notice, refused to accept your rent, retaliated against you for

some reason, or any other defense you have. If the landlord accuses you of something you didn't do, be sure and say so when it is your turn to testify. Remember that court is being recorded so say whatever you feel you need to say, and ask that it be recorded to be sure, especially if you think you may appeal, because this will be your only chance to tell your story.

B. IF YOU LOSE IN COURT

If the judge rules in favor of the landlord, the judge will enter a judgment (court order) for rent and any reasonable late fees owed, court costs (usually about \$80.00), attorney fees⁸ (if the landlord has a lawyer - in Tucson, usually \$125) and for possession of the mobile home space. The judge will not decide anything about damages or deposits, because these cannot be determined until after you have moved. The judge could include a "rent concession" in the judgment if you got free rent with the condition you finish out the lease and you did not.

If you lose in Court, the judge must give you at least five days to move out, unless you are evicted for an "irreparable breach" such as an assault or serious property damage. The judge may give you more time if you ask for it and have a compelling reason.

C. REMOVAL BY THE CONSTABLE

If you have not moved out at the end of the time the judge sets, then the landlord can get a court order called a Writ of Restitution from the court without any further hearings. This orders the sheriff or constable to forcibly remove the tenant from the mobile home and potentially also remove the mobile home from the park's mobile home space. A.R.S. § 33-1481(B).

The actual timing of the forcible removal can vary but you should always ask the constable to allow you enough time to get your clothes, tools, identification, medicines and other important items. You may only have a few minutes, so plan for this possibility if a judge has ordered you out and you have not been able to move.

If you are evicted by a constable, you have the right to get your clothing, tools, professional books, identification, financial documents without paying anything, even if the judge said you owed the landlord money.

VI. APPEALING A DECISION AGAINST YOU

If you want to appeal the court's decision, you must file a Notice of Appeal and pay an appeal fee within five (5) calendar days after judgment. You must also pay a supersedeas bond within five (5) calendar days after judgment, in an amount set by the court, and rent each month the appeal is still pending if you wish to keep the landlord from evicting you while you appeal the case. You must pay for a CD of the trial as well. You must also pay a bond to cover costs on appeal. The cost of this bond, the CD fee and the appeal fee may be waived if you cannot afford to pay them. The supersedeas bond and the payment of ongoing rent may not be waived if you want to stay in your dwelling during the appeal. The forms for filing the appeal

⁸ A landlord may not ask the tenant of a mobile home park to pay the landlord's attorney fees unless they have an agreement in writing stating that attorney fees may be awarded to the prevailing party in the event of court action. A.R.S. §33-1414(A).

and applying for fee waivers are available at Justice Court or online at <https://www.jp.pima.gov/>. If you think you may appeal your case, make sure you ask the judge right after your trial to set the bonds. If the bonds are not paid before the time set for the writ of restitution, you can be evicted.

After the bonds are set and paid to the Clerk of the Justice Court, you will be notified that the CD is ready. You must then prepare a memorandum explaining to the judge why you believe the decision was wrong. You will not be given a second trial; the appeal is based on the record (transcript) of the original trial, and on the parties' arguments. The other side will then file their memorandum with the Justice Court.

Then you will receive a letter from the Clerk of the Superior Court telling you to pay a transfer/docketing fee. You may file to waive this fee as well. If this fee is not paid or waived, your appeal will be dismissed. You must also pay your monthly rent into court, or you will be evicted while the appeal is pending. The other party must also pay a docketing fee; if the other party fails to do so, you can get default judgment against them. Once all fees are paid and the case is transferred to the Superior Court, a judge there will review the CD or the transcript (if either party paid for the CD to be typed up) and make a decision either approving of the first judge's decision or reversing it or sending it back for further hearings.

Although you can represent yourself on appeal, it is best to consult a lawyer who knows the rules of procedure and evidence.

REMEMBER: This pamphlet is no substitute for legal counsel. It cannot cover all situations or cases; it only suggests some methods for dealing with common problems Arizona tenant.