

COMMITTEE ON COMMERCE
HOUSE OF REPRESENTATIVES AMENDMENTS TO H.B. 2168
(Reference to printed bill)

Amendment instruction key:

[GREEN UNDERLINING IN BRACKETS] indicates text added to statute or previously enacted session law.
[Green underlining in brackets] indicates text added to new session law or text restoring existing law.
[GREEN STRIKEOUT IN BRACKETS] indicates new text removed from statute or previously enacted session law.
[Green strikeout in brackets] indicates text removed from existing statute, previously enacted session law or new session law.
<<Green carets>> indicate a section added to the bill.
<<Green strikeout in carets>> indicates a section removed from the bill.

1 The bill as proposed to be amended is reprinted as follows:

2 Section 1. Section 33-2132, Arizona Revised Statutes, is amended to
3 read:

4 33-2132. Rules

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

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

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

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

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

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

26 C. A landlord shall not:

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

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

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

7 4. Deny any resident of a recreational vehicle park the right to
8 sell the recreational vehicle at a price of the resident's own choosing
9 during the term of the tenant's rental agreement, but the landlord may
10 reserve the right to approve the purchaser of the recreational vehicle as
11 a tenant. This permission shall not be unreasonably withheld, except that
12 the landlord may require, in order to preserve or upgrade the quality of
13 the recreational vehicle park, that any recreational vehicle not
14 compatible with the other recreational vehicles in the park, in a rundown
15 condition or in disrepair be removed from the park within sixty days.
16 Within ten days after a written request by the seller or prospective
17 purchaser, a landlord shall notify the seller and the prospective
18 purchaser in writing of any reasons for withholding approval of a purchase
19 pursuant to this paragraph. The notice to the prospective purchaser shall
20 identify the reasons for disapproval with reasonable specificity. The
21 notice to the seller shall identify the reasons in summary fashion
22 consistent with applicable federal and state consumer protection laws and
23 shall inform the seller that the seller should consult with the
24 prospective purchaser for more specific details.

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

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

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

38 8. Require a tenant to place any additional person's name on the
39 title to the recreational vehicle as a condition of tenancy or residency
40 for that additional person or pay a fee or other form of penalty for
41 failing to place an additional person's name on the title to the
42 recreational vehicle.

43 9. PROHIBIT A TENANT FROM INSTALLING REASONABLY NECESSARY
44 COMMERCIAL COOLING METHODS ON THE TENANT'S RECREATIONAL VEHICLE.

45 D. The landlord shall not prohibit or adopt a rule that prohibits
46 tenants or a tenant association from meeting with permission of the tenant
47 in the tenant's recreational vehicle or from assembling or meeting with or

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

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

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

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

33 <<Sec. 2. Emergency

34 [This act is an emergency measure that is necessary to preserve the
35 public peace, health or safety and is operative immediately as provided by
36 law.]>>

37 Enroll and engross to conform

38 Amend title to conform

And, as so amended, it do pass

JEFF WENINGER
CHAIRMAN

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