

COMMITTEE ON COMMERCE
HOUSE OF REPRESENTATIVES AMENDMENTS TO H.B. 2381
(Reference to printed bill)

1 Page 1, between lines 1 and 2, insert:

2 "Section 1. Section 33-1476, Arizona Revised Statutes, is amended to
3 read:

4 33-1476. Termination or nonrenewal of rental agreement by
5 landlord; noncompliance with rental agreement by
6 tenant; failure to pay rent

7 A. The landlord shall specify the reason or reasons for the
8 termination or nonrenewal of any tenancy in the mobile home park. The
9 reason or reasons relied on for the termination or nonrenewal shall be
10 stated in writing with specific facts, so that the date, place and
11 circumstances concerning the reason or reasons for termination or
12 nonrenewal can be determined. Reference to or recital of the language of
13 this chapter, or both, is not sufficient compliance with this subsection.

14 B. The landlord may not terminate or refuse to renew a tenancy
15 without good cause. "Good cause" means:

- 16 1. Noncompliance with any provision of the rental agreement.
- 17 2. Nonpayment of rent.
- 18 3. Change in use of land.

19 4. Clear and convincing evidence that a tenant has repeatedly
20 violated any provision of this chapter and established a pattern of
21 noncompliance with such provisions.

22 C. The landlord's right to terminate or to refuse to renew a tenancy
23 pursuant to subsection B of this section does not arise until the landlord
24 has complied with subsection D, E or H of this section.

1 D. Except as otherwise prohibited by law:

2 1. If there is a material noncompliance by the tenant with the
3 rental agreement, the landlord shall deliver a written notice to the tenant
4 specifying the acts and omissions constituting the breach and that the
5 rental agreement will terminate upon a date not less than thirty days after
6 receipt of the notice if the breach is not remedied in fourteen days. If
7 the tenant remedies the situation within the time specified in the notice,
8 the landlord shall issue a notice to the tenant releasing the tenant from
9 the termination of rental agreement notice. IF WITHIN FOURTEEN DAYS OF
10 RECEIPT OF THE NOTICE OF THE BREACH THE TENANT PRESENTS TO THE LANDLORD A
11 SIGNED CONTRACT WITH A CONTRACTOR LICENSED UNDER SECTION 32-1101 TO CORRECT
12 THE BREACH SHOWING THE BREACH WILL BE REPAIRED WITHIN SIXTY DAYS OF THE
13 NOTICE, THE LANDLORD SHALL EXTEND THE TIME FOR REPAIRS FROM FOURTEEN DAYS
14 TO SIXTY DAYS.

15 2. If there is a noncompliance by the tenant with section 33-1451
16 materially affecting health and safety, the landlord may deliver a written
17 notice to the tenant specifying the acts and omissions constituting the
18 breach and that the rental agreement will terminate upon a date not less
19 than twenty days after receipt of the notice if the breach is not remedied
20 in ten days. However, if the breach is remediable by repair or the payment
21 of damages or otherwise, and the tenant adequately remedies the breach
22 before the date specified in the notice, the rental agreement will not
23 terminate. If the tenant remedies the situation within the time specified
24 in the notice, the landlord shall issue a notice to the tenant releasing
25 the tenant from the termination of rental agreement notice.

26 3. If there is a noncompliance that is both material and irreparable
27 and that occurs on the premises, including an illegal discharge of a
28 weapon, homicide as prescribed in sections 13-1102 through 13-1105,
29 criminal street gang activity as prescribed in section 13-105, activity as
30 prohibited in section 13-2308, prostitution as defined in section 13-3211,
31 the unlawful manufacturing, selling, transferring, possessing, using or
32 storing of a controlled substance as defined in section 13-3451,

1 threatening or intimidating as prohibited in section 13-1202, infliction of
2 serious bodily harm, assault as prohibited in section 13-1203, criminal
3 activity involving serious property damage or acts that have been found to
4 constitute a nuisance pursuant to section 12-991, the landlord may deliver
5 a written notice for immediate termination of the rental agreement and
6 proceed pursuant to section 33-1485.

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

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

24 E. If rent is unpaid when due and the tenant fails to pay rent
25 within seven days after written notice by the landlord of nonpayment and
26 the landlord's intention to terminate the rental agreement if the rent is
27 not paid within that period of time, the landlord may terminate the rental
28 agreement. Before judgment in an action brought by the landlord under this
29 subsection, the tenant may have the rental agreement reinstated by
30 tendering the past due but unpaid periodic rent, reasonable attorney's fees
31 incurred by the landlord and court costs, if any.

1 F. Except as provided in this chapter, the landlord may recover
2 actual damages, obtain injunctive relief or recover possession of the
3 premises pursuant to an action in forcible detainer for repeated
4 noncompliance by the tenant with the rental agreement or section 33-1451.

5 G. The remedy provided in subsection F of this section is in
6 addition to any right of the landlord arising under subsection D of this
7 section.

8 H. If a change in use is intended for the land on which a mobile
9 home park or a portion of a mobile home park is located and the landlord
10 intends eviction of a mobile home tenant due to a change in use, the
11 landlord shall notify all tenants in the park in writing that:

12 1. The change in use may subsequently result in the termination of a
13 rental agreement.

14 2. The tenant being terminated due to the change in use will receive
15 a one hundred eighty day notice before the actual termination of the rental
16 agreement."

17 Renumber to conform

18 Page 1, lines 16 and 26, strike "~~mobile home relocation~~" insert "mobile home
19 relocation"

20 Amend title to conform

And, as so amended, it do pass

JUSTIN WILMETH
CHAIRMAN

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