

ARS 33-1413. Terms and conditions of rental agreement

A. At the beginning of the tenancy, a signed, written rental agreement must be executed by the landlord or designated agent and a tenant. 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 shall include:

1. The amount of the rent.
2. The amount of any security deposit.

B. If the landlord and tenant agree to the term of the rental agreement, the rental agreement may be for any term. If the landlord and tenant disagree on the term of the rental agreement, the rental agreement shall be for twelve months. The initial term of a rental agreement may be for less than twelve months if the reason is to ensure conformity with a standard anniversary date. 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 of 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 landlord shall attach to the rental agreement a statement signed by the prospective tenant acknowledging receipt of:

1. The disclosures required in section 33-1432.
2. A current copy of this chapter as prescribed in section 33-1432.
3. A current copy of the rules or regulations adopted pursuant to section 33-1452.

E. Rent shall be payable without demand or notice at the time and place agreed upon by the parties. Periodic rent is payable at the beginning of any term of one month or less, and thereafter, unless otherwise agreed, in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportionable from day to day.

F. A landlord shall not prohibit a tenant who is a member of the armed forces of the United States from terminating a rental agreement with less than two weeks' notice to the landlord if he receives reassignment orders which do not allow such prior notification.

G. Notwithstanding any provision of this article to the contrary, upon 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 ninety days prior to the expiration or renewal of any rental agreement of any such increase or change. Nothing in this subsection requires a landlord to provide cause for any change in rent if the landlord complies with notice requirements.

H. 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 the landlord and tenant agree to the term of the rental agreement, the rental agreement may be for any term. If the landlord and tenant disagree on the term of the rental agreement, the rental agreement shall be for twelve months.

I. In addition to any other rental provisions, the landlord is entitled to a rental increase effective at the expiration or renewal of any rental agreement or effective immediately if so provided in a written rental agreement to compensate the landlord for actual costs of insurance, taxes and rate increases for utilities, which shall be substantiated by the landlord in writing to the tenant.

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

K. Notwithstanding subsections A, B and H of this section, the tenant may demand in writing and the landlord shall offer a long-term initial or renewal rental agreement that complies with all of the following:

1. The long-term initial or renewal rental agreement shall be in writing and shall be for a term of four years. A long-term rental agreement may be for a term of less than four years if the reason is to ensure conformity with a standard park anniversary date.

2. All rents and other fees due during the term of the long-term rental agreement shall be clearly identified in the agreement.

3. The tenant has ten days from the date of receipt of the long-term rental agreement to accept or reject the agreement. If an agreement is not signed and returned to the landlord within the ten day period, the tenant is deemed to have rejected the

agreement. On rejection of the agreement, subsections A, B and H of this section apply.

L. The rental agreement may contain conditions regarding the removal of a mobile home from the mobile home park and the restoration of a mobile home space by a tenant or a tenant's successor in interest after removal of the mobile home. The conditions shall not include any provisions regarding environmental liability or environmental remediation, and any environmental liability or environmental remediation requirements shall be governed as otherwise provided by law.