MOBILE HOME SPACE RENTALS

A. Applicable Law

The Arizona Mobile Home Parks Residential Landlord and Tenant Act (MHPLTA), beginning at Section 1401 of Title 33, Arizona Revised Statutes, applies to the rental of a space to a tenant who provides his own residential mobile home, in a mobile home park.

1. "Mobile home park" is defined as a parcel of land containing four or more mobile home spaces.

2. The MHPLTA does not apply if the unit being placed there is an RV (e.g., a park model or travel trailer).

3. Also, it does not apply to the rental of park owned mobile homes.

B. Creating the Landlord-Tenant Relationship

1. Rental Agreements

(a) The initial rental agreement must be in writing.

(b) Upon expiration of a written rental agreement, the tenancy automatically renews on a month-to-month basis on the same terms and conditions. Either party, however, may demand a new written rental agreement at any time after the expiration of a prior written agreement

(c) The duration of the written rental agreement can be any length on which the parties agree. If the parties cannot agree on one, the law imposes a one year term.

(d) A provision of the MHPLTA gives Tenants the right to demand a four year lease.

(e) The rental agreement must, at a minimum, cover the following :

(i) Term (duration).

(ii) Rent.

(iii) Security deposit arrangements.

(f) Rental Agreements may contain any other provisions not prohibited by law.

2. Approving Prospective Tenants

(a) If the prospective tenant is buying a home on-site from an existing tenant, the park must approve the prospective tenant unless it has good reasons to reject him.

(b) The same rule applies to a prospective tenant who wants to move his own home onto a vacant space.

(c) In either case, of course, the prospective tenant must apply to the park for approval prior to moving into the park.

(d) The park should have a standard set of procedures for considering tenancy applications.

(e) The park needs to be aware that there are fair housing law implications in considering applications.

(f) Whenever a park rejects an applicant, a memo for the file should be prepared outlining the reasons for the rejection. The reasons must be reasonable.

(i) If a park disapproves the application of a prospective buyer of a home in the park to become a tenant, either the seller or prospective buyer can request the reasons for the disapproval in writing. Within ten days after the written request, the park must notify both the seller and prospective buyer of the reasons for withholding approval.

(ii) Notwithstanding this, Federal consumer protection laws limit the information a supplier of credit (including a landlord) may give a third party such as a name seller, about credit related information of a rejected applicant for credit (the prospective home buyer).

3. Improvements

(a) When a home is sold on-site, the park can require that it be upgraded to the then current park standards as a condition to approving the buyer as a tenant.

(b) Homes coming into the park should be required to meet all current standards.

(c) The landlord may require homes being sold on-site to be brought into compliance with then current rules.

(d) New tenants bringing mobile homes into a park can be required to make permanent improvements to the space which cannot be removed when they vacate. In order to require this, however, the park's statements of policy must identify what permanent improvements the tenant must make, and contain an estimate of the costs of each permanent improvement. Tenants already in the park cannot be required to make any permanent improvements to the space. Likewise, purchasers of homes already in the park cannot be required to make permanent improvements to the space.

4. Other Documentation Required for New Tenants

(a) Rules and Regulations must be provided to all prospective new tenants prior to signing a rental agreement.

(b) So must the park's Statements of Policy.

(c) So must a copy of a State approved summary of the mobile home parks landlord-tenant act.

(d) Acknowledgment of Receipt of these things needs to be completed, signed by the prospective tenant and kept in the tenant file. This must acknowledge receipt by the prospective tenant of:

(i) Certain disclosures of utility rates, utility connections, the managers and agents for service of process, and other matters required by ARS §33-1432;

(ii) For new tenants moving into the park, a written disclosure of rent increases over the three full calendar years immediately preceding the effective date of the rental agreement.

(iii) A copy of the State approved summary of the landlord-tenant act;

(iv) The park rules;

(v) The park's statements of policy; and

(vi) A completed rental agreement.

(e) Finally, at the time of creating the tenancy, the disclosures referred to above must be made. The following must be disclosed:

(i) The manager's identity.

(ii) The statutory agent of the park.

(iii) The type, size and power rating of electrical, water and sewer connections.

(iv) Additionally, the park must at all times post in a conspicuous place in the park, a copy of the current utility rates charged by the park.

(v) Finally, the rent increase history of the park for the preceding three calendar years must be disclosed and posted in the office.

5. Statements of Policy.

(a) All parks are required to have statements of policy. They must be for a fixed term and cannot be revised during that term.

(b) Statements of policy can be renewed and revised only upon giving 60 days notice prior to the expiration of their term.

(c) A copy of the current statements of policy must be given to a prospective tenant prior to the execution of a rental agreement.

(d) As a minimum, the statements of policy must address seven subjects:

(i) The classification of the park either as a family community or a housing community for older persons (i.e., age 55 park). If a housing community for older persons, the applicable age limits must be included.

(ii) Period during which a change in use will not occur.

(iii) Method of determining rent changes, if any.

(iv) Rights of first refusal for tenants to purchase the park, if any.

(v) Mobile home size requirements and other required specifications, including whether homes must be new and whether they must be set at or above ground level.

(vi) The improvements required as a condition of occupancy. If permanent improvements to the space are required, they must be specifically identified and their cost must be estimated. Permanent improvements may only be required when a home is being brought into the park for installation in a vacant space.

(vii) It must contain a statement that insuring the mobile home is the tenant's responsibility. It must identify whether the park is in an unincorporated area not providing fire department service, and if so, must state that fire department response insurance is the tenant's responsibility.

6. Rules and Regulations.

(a) All parks are required to have rules and regulations. The rules must be reasonable, must be fairly and evenly enforced, must be clear, and must be reasonably related to the tenancy.

(b) The rules can be amended at any time by the park on 30 days advance notice.

(c) Changes made to the rules can be enforced against existing tenants only if they do not work a "substantial modification" of the tenant's rental agreement.

(d) The rules must contain a phone number to be called in emergencies when the park is unattended or the managers are unavailable.

(e) Fair housing laws require parks to make exceptions to the rules when it is reasonable to do so and is necessary to accommodate an occupant's handicap.

(f) The law imposes a number of restrictions on parks by prohibiting them from imposing a number of limits on tenants.

(i) Parks cannot require tenants to use any manufacturer, retailer or broker of mobile homes.

(ii) Parks cannot prohibit tenants from having a single "For Sale" or "Open House" sign either on the home or in a window. Previously this was limited to a "For Sale" sign in the window.

C. Financial Terms. Generally, there are no restrictions on what a park may charge a tenant for rent. There are limits on certain fees, and park supplied utility charges are tightly controlled.

1. Basic Rent. A park can charge whatever it wishes as basic rent.

(a) One danger of charging different rates for comparable spaces, is the potential for a housing discrimination complaint.

(b) Basic rents can be increased effective with the expiration of a rental agreement, upon 90 days notice.

(c) A Court of Appeals case held, in effect, that a park can charge what it wants for basic rent, and has no duty to negotiate rents when signing a rental agreement with a tenant. One Hundred Eighteen Members v. Murdock, 140 Ariz. 417, 682 P.2d 422 (App.1984).

(e) A rent increase notice cannot be effective before the expiration of a rental agreement in existence when the notice is given.

(f) If a park imposes rent increases in any consecutive 12 month period which in the aggregate are more than 10% plus the most recent one year increase in the Consumer Price Index West "A" Index (CPI), the Tenant becomes eligible for moving assistance from the mobile home relocation fund ($5,000 for a singlewide, $10,000 for a multi-section home). A rent increase notice which exceeds the 10% plus CPI limit must inform tenants of their eligibility for relocation assistance.

2. Late Charges. A late charge of up to $5 per day may be charged.

(a) $5 per day is the maximum which can be charged.

(b) A grace period each month is given. The tenant has through the sixth of the month. If payment is received on or before the sixth, no late charge can be imposed. If paid after the sixth, the late charge is retroactive to the first.

(c) In order to enforce the late charge, it must be specifically provided for in the rental agreement.

3. Guest Fees. These are permitted. There are limits, however.

(a) A guest fee cannot be charged until the guest has stayed more than 14 days in a month.

(b) A guest is defined as someone not staying more than 30 days in a 12 month period. Thus, once the guest has been in the park for more than 30 days within a 12 month period, the park can insist he leave or become a permanent resident, subject to extra person charges if the park charges them.

(c) In order to charge guest fees they must be specifically provided for in the rental agreement.

4. Pet Fees. A park can charge what it wishes for pets (or prohibit pets altogether if it wishes).

(a) If an occupant reasonably requires an assistive animal to accommodate a handicap, the rules must be waived to allow the animal (e.g., a seeing eye dog). Also, pet fees should not be assessed against such assistive animals under fair housing laws.

(b) In order to charge pet fees they must be specifically provided for in the rental agreement.

(c) Any park publicizing its "no pets" policy must make it clear that assistive animals are welcome (e.g., "no pets; assistive animals only").

5. Extra Person Fees. A park can charge what it wishes for occupants in excess of a set number.

(a) In family parks, however, to avoid claims of familial status discrimination, extra person fees should not be charged for children under 18.

(b) In order to charge extra person charges they must be specifically provided for in the rental agreement.

6. Miscellaneous Fees. Other fees such as storage fees, washer fees, etc., are acceptable so long as provided for in rental agreements and so long as assessed in a non-discriminatory manner.

7. Duty of Good Faith. The law imposes a duty of good faith on parks.

8. Utilities. Parks may charge tenants separately for utilities they provide, but those charges are limited by some rather complicated rules. There are two types of utilities: metered utilities such as gas, water and electricity; and non-metered utilities specifically mentioned in the landlord-tenant act (sewer service and trash removal).

9. Metered Utilities. If a park charges separately for gas, water and/or electricity, it must comply with the following (ARS §33-1413.01(A) and (B)):

(a) Each tenant must have a separate meter.

(b) Each month or other billing period, the utility charges must be separately shown along with the beginning and ending meter readings and the dates of those readings.

(c) The utility statement must show the computation of the charge in a manner similar to that used by the local utility company or provider.

(d) The rate charged cannot exceed the applicable single family residential rate of the local utility company.

10. Sewer and Trash. This may be separately charged each month. The charges may not exceed the prevailing single family residential rate of the local provider.

11. Instituting Utility Charges. Before beginning to separately charge for utilities previously included in basic rents, a park should give a 90 day notice of rent increase. Bear in mind that it can only be effective upon the expiration of the tenant's rental agreement.

14. Security Deposits. The park can require a new tenant to post a security deposit. These are subject to the following:

(a) The total amount paid cannot exceed two months rent in the aggregate unless the tenant voluntarily agrees to pay more.

(b) There is no distinction between security deposits, prepaid rents, cleaning and redecorating deposits, pet deposits, etc. The aggregate of all of these cannot exceed two months rent unless the tenant voluntarily agrees to more.

(c) Deposits accrue 5% interest per year.

(d) The deposit must be refunded at the end of the tenancy after netting out any rent due and the cost of repairing any tenant caused damage, provided, the park gives the tenant an itemized statement within 14 days after the tenant vacates.

(e) The amount of the deposit cannot be changed after the tenancy begins.

(f) The purchaser of the mobile home park takes it subject to existing deposits. These should be accounted for at close of escrow.

(g) Any violations in accounting for a deposit in a timely manner following the end of the tenancy can result in treble damages.

(h) In addition, special deposits to cover the cost of cleaning the rental lot can be required when a home is removed from the park. These will be addressed below.

D. Maintenance of Parks. ARS §33-1434 requires landlords to maintain parks.

1. The statute imposes six specific obligations on park landlords:

(a) Comply with all applicable codes materially affecting health and safety.

(b) Keep the premises in a fit and habitable condition.

(c) Keep the common areas clean and safe.

(d) Keep the clubhouse, pool and all other facilities in good and safe working order and condition.

(e) Provide for sewer service and trash removal.

(f) Provide outlets for electric, water and sewer services.

2. Self Help Remedies. If a maintenance deficiency at the tenant's space is not corrected, the tenant may give the park a written notice of his intent to correct the problem at the park's expense. If the park does not correct the problem within 20 days, the tenant may have it corrected by a licensed contractor and deduct the costs from his rent.

3. Termination By Tenant. In the alternative, the tenant may give the park a notice advising that if repairs are not made promptly, the rental agreement will terminate.

4. Damages. In any case, and in addition to these remedies, the tenant may sue the park and recover damages which could include the tenant's moving expenses.

5. Notice of Interruption of Utility Service. Parks, except in emergencies, must notify tenants a reasonable time in advance of interrupting utility service by individual delivery and/or public posting of notices.

8. Administrative Law Judge Complaints. Many, perhaps a majority of these complaints involve allegations of the parks failure to maintain its facilities.

9. Slumlords. In 1999 the legislative enacted a "slumlord bill" which imposes severe sanctions against landlords who do not comply with it, up to and including the State seizing the landlord's property. The bill is broken into three sections: crime abatement; registration of landlords; and elimination of slum conditions.

(a) Crime Abatement. A landlord has a statutory duty to eliminate criminal activity from a residential community which he knows or should know of. If the landlord fails to do so, a government agency or private citizen may file suit in Superior Court seeking an injunction requiring this,

and also seeking fines and damages. The action may be brought against the owner and its property management agent.

(b) Registration of Landlords. All owners of residential real property in Arizona must register with the County Assessor and provide a variety of information concerning themselves and their properties in that County. An out of state owner must designate an Arizona statutory agent.

(c) Elimination of Slum Conditions. Mobile home park landlords are not responsible for the condition of tenant owned dwellings but are responsible for the rest of the park and for park owned units. If a landlord allows his residential property to become a "slum property", a government agency may file an action in Superior Court to appoint a receiver to take over operation of the property.

E. Termination of Tenancies by Tenants. A tenant can terminate for cause by either giving a 10/20 or a 14/30 notice. He may terminate without cause by giving a 30 day notice to be effective at the expiration of the rental agreement.

1. Vacating Without Notice. If a tenant vacates at the expiration of the rental agreement without giving notice, he is still liable for 30 days rent or, if the space is re-rented within 30 days, he is liable for rent for the number of days it took to re-rent the space.

2. Vacating Before The Rental Agreement Expires. If a tenant vacates before the end of the rental agreement term, with or without notice, he is still responsible for rent.

(a) To impose liability, the park must mitigate its damages by making reasonable, good faith efforts to re-rent the space.

(b) If it does, the tenant is liable for rent until the end of the term of the rental agreement or until the space is re-rented.

F. Termination of Tenancies by Landlords. The law provides a number of mechanisms by which a park may terminate or refuse to renew a rental agreement. Some of these will be used frequently; others should be used sparingly, if at all.

1. General Rule. A park may terminate or refuse to renew a rental agreement only for good cause. "Good cause" is limited to:

(a) Non-compliance with the rental agreement or park rules.

(b) Non-payment of rent.

(c) Change in land use.

(d) Repeated violations of the mobile home parks landlord and tenant act establishing a pattern of non-compliance.

2. Material Requirement. If there is a non-compliance with the rental agreement, the rules or the mobile home parks landlord and tenant act, it must be material.

3. Notices. In order for the tenancy to be effectively terminated, the proper notice must be properly delivered. Normally they must be hand delivered or sent Certified Mail in which case they are presumed received five days after mailing. If a notice is served in another manner but is actually received by the tenant, it is still effective.

4. Non-Payment of Rent.

(a) Rent is usually due on the first of the month. If not paid on the date due, it is delinquent.

(b) When rent becomes delinquent a seven day notice can be served on the tenant. In the typical park, that means that if rent is not paid on the first, the seven day notice can be served on the second.

(c) Most parks impose late charges. The law says that late charges cannot be imposed if rent is paid within five days after it is due. That means that late charges can't be imposed in a typical park if rent is paid on or before the sixth of the month.

(d) This has nothing to do with seven day notices. The rent is still delinquent if not paid on the date due, and a seven day notice can be given the next day.

(e) After the seven day notice is given, the park must wait seven days not counting the date the tenant received the notice. If the tenant pays everything due before the seven day period expires, no further action is needed.

(f) If rent and all other charges due are not paid after the seventh day, the eviction can be filed.

(g) The tenant has a right to force the park to drop the eviction by paying everything he owes, including any court costs and attorneys fees incurred by the park at any time up to the instant the judge signs the judgment evicting him.

(h) If the tenant does not reinstate his rental agreement by paying everything due before the judgment is signed, he loses this right. After

entry of the judgment, the tenant is required to pay everything due as provided in the judgment and to vacate the premises.

(l) "Rent" is defined in ARS §33-1409 as all payments "in full consideration for the rented premises". That means it includes base rent, utility charges, miscellaneous fees (e.g. pet fees, extra person fees, etc.), and late charges.

5. Non-Compliance Violations. In order to constitute cause for termination of a rental agreement, the violation must be of the rental agreement, park rules, landlord tenant act, and it must be material. There are three types of these: Material and irreparable; Material violation affecting health and safety; and Other material violations.

(a) Material and Irreparable Violation .

(i) This arises when a tenant fires a weapon in the park; attacks someone; or causes serious property damage in the park. It also arises under the Crime Free Addendum to Rental Agreement when a resident engages in serious criminal conduct in the park.

(ii) Sometimes, if it is really serious or threatening, abusive conduct or threats will constitute a material and irreparable violation.

(iii) Since a tenant is responsible for what all occupants of his space do, if a co-resident, child or pet commits a material and irreparable breach, action should be taken against the tenant.

(iv) Once the immediate and irreparable breach has been documented, a notice of material and irreparable breach should be served on the tenant.

(v) The eviction action can immediately be filed.

(b) Material Violation Affecting Health and Safety.

(i) This arises when a tenant commits a violation which materially affects health and safety. Normally, in order to establish this, the park will need to prove that an applicable health and safety code has been violated.

(ii) Then, a 10/20 notice of termination of rental agreement - health and safety violation should be served on the tenant.

(iii) This notice gives the tenant ten days (excluding the date of service) to cure the violation. If he does so, no further action is necessary.

(iv) If the violation is not cured within ten days, the tenant has another ten days (or 20 days after service) to move out. If he does not, the eviction action can be filed.

(v) If the violation is cured, the park must give the tenant a notice releasing him from the 10/20 notice.

(vi) If the violation is not cured in the 10 day period, wait until the 20 days is up and file the eviction.

(c) Material Violation - Other.

(i) This arises when a tenant commits a material violation not affecting health and safety.

(ii) Then a 14/30 notice of termination of rental agreement should be served on the tenant.

(iii) This notice gives the tenant 14 days (excluding the date of service) to cure the violation. If he does so, no further action is necessary.

(iv) If the violation is not cured within 14 days, the tenant has another 16 days (or 30 days after service) to move out. If he does not, the eviction action can be filed.

(v) If the violation is cured, the park must give the tenant a notice releasing him from the 14/30 notice.

(vii) If the violation is not cured in the 14 day period, wait until the 30 days is up and file the eviction.

(d) Once the eviction action has been filed, unlike non-payment of rent situations, the tenant no longer has the right to cure the violation, reinstate his rental agreement, and remain in the park.

6. Trespassers. If someone moves into the park without the landlord's permission, he can proceed directly with the eviction. He should serve a written demand that the trespasser immediately vacate (called a "demand for possession") on him. He may then file the eviction. He should wait at least five (5) days after serving the notice before filing the eviction.

(a) No notice of termination is necessary since there is no rental agreement in existence to terminate.

(b) The most common example of this is when a tenant sells a home on-site to someone who simply moves in without the park's permission.

(i) While he may lawfully have the right to occupy the home, he does not have the right to occupy the park. As to the park, he is a trespasser.

(ii) As a practical matter, it would be a good idea to try to get him to apply for and be approved as a tenant before filing the eviction.

(iii) Sometimes he will refuse to apply or cannot meet the park's standards (e.g., bad credit, family in an age 55 park, etc.). In those cases, the park has no choice but to evict.

G. Administrative Law Judge (ALJ) Complaints. The ALJ Complaint function exists to hear most types of landlord tenant disputes arising under the mobile home parks landlord tenant act. The function is located in the Fire, Building & Life Safety Department, but actual hearings are conducted by an Administrative Law Judge (ALJ) in a separate agency - the Office of Administrative Hearings.

1. In order for the ALJ to have authority to hear the dispute, the case must arise under the mobile home parks landlord and tenant act. Among other things, that means the tenant must be renting a space from the park on which he places his own mobile home.

(a) If the tenant is renting a park owned mobile home, the ALJ does not have authority over the dispute.

(b) If the tenant is renting a space but places an RV or travel trailer on it, the ALJ does not have authority over the dispute.

(c) The mobile home parks act applies only to the rental of a space for a tenant provided mobile home. The ALJ only has authority over disputes arising under the mobile home parks act.

2. Even if the case arises under the mobile home parks landlord and tenant act, the ALJ cannot hear certain kinds of disputes.

(a) Evictions can only be heard in court under provisions in the Arizona Constitution.

(b) The ALJ cannot hear cases involving what the park charges for rent or involving the amount of rent increases.

3. Standing. Either a landlord or a tenant may initiate a petition before the ALJ, under the statutes.

4. Procedures. The typical complaint is initiated by a tenant.

(a) The tenant obtains a petition form from the Building & Fire Safety Department. The form is filled in and returned by the tenant to the Department together with a $50.00 filing fee.

(b) The Department is supposed to screen the petition to ensure the petitioner has standing to file and that the complaint arises under the landlord tenant act.

(c) When the complaint is received, a copy is sent to the park manager and the owner as identified by the tenant in the petition. The park is given 20 days to file a written response.

(d) The Department is supposed to screen the case to be sure it is legitimate, and then decide whether to refer it to the Office of Administrative Hearings for a hearing.

(e) Several weeks later, the Department will issue an order setting a time and date for a hearing, and will at that time refer the file over to the Office of Administrative Hearings. It will assign a new docket number on the case and all future communications will be with it until the case is decided.

(f) Typically, at the time and date for hearing, the ALJ will first see if an agreeable settlement of the dispute can be worked out.

(g) If settlement is not possible, a hearing will be held. Although the legal rules of evidence are not applied, and the hearing takes place in an informal, relaxed atmosphere, some formalities are observed:

(i) Witnesses must testify under oath.

(ii) Documents and photographs must be genuine.

(iii) Testimony and documents put in evidence must be relevant to the issues raised in the petition.

(h) At the conclusion of the hearing the administrative law judge will take the case under advisement. Subsequently, a written decision will be released. This decision will:

(i) Dismiss claims without merit;

(ii) Order a violator to comply with a statute or contract provision he is found to be violating;

(iii) Order refunds of any overcharges the park is found to have made; and

(iv) Assess a fine (administrative penalty) if the administrative law judge deems it appropriate.

5. Rehearings and Appeals. When the decision is released, the park has two choices: live with the outcome, or try to get it changed. If the park wants to try to get it changed, it should understand that the odds are against it. The principles and procedures applied are designed to uphold these decisions unless clearly wrong. Generally, the only reason a decision will be changed is an incorrect interpretation of the law. A decision based on an interpretation of the facts will not be disturbed unless there was no credible evidence in the record supporting the hearing officer's decision.

H. Landlord Liens

1. General Rule. Landlords do not have a lien on the possessions of a tenant for payment of rent or anything else.

2. Abandoned Homes. The Arizona Court of Appeals has interpreted ARS §33-1478(A) as giving rise to a limited possessory landlord lien when a home is abandoned and timely notice of abandonment in accord with that statute is given to the lienholder of record. This means that under these circumstances, the park can prevent a lienholder from removing a home from the park without first paying what is due under the statute. Gulf Homes, Inc. v. Bear, 123 Ariz. 378, 599 P.2d 831 (App.,1979).

3. In 1995, the mobile home parks landlord-tenant act was amended to allow a park to prevent a tenant from moving his home out of the park until all sums due the landlord as of the date of removal have been paid. The park cannot claim sums not then due, however.

5. In 1999, ARS §33-1481 was changed to provide that after eviction, the park when having a writ of restitution issued may provide written instructions to the Constable to remove the occupants and their possessions from the home and leave the home there. The home is then deemed abandoned and the provisions of ARS §33-1478 apply. It goes on to provide, however, that so long as title remains in his name, the tenant may arrange to remove the home from the park by complying with ARS §33-1451 (B) (i.e., by paying all rent through the date of removal.

I. Removal of Homes from Parks

1. A tenant may remove his home from the park so long as rent is current even though a lease has not expired. This does not affect his liability under the lease, though the park has a duty to mitigate damages if it is apparent the tenant has abandoned the rental space.

2. ARS §33-1485.01 prohibits anyone (tenant, buyer of the home or secured creditor following repossession) from moving the home out without first getting from the landlord a written Clearance for Removal.

3. To obtain this, the homeowner must pay rent through the date of removal of the home. He must also identify the Responsible Party who will actually remove the home and that party must ensure the rental lot is restored to a condition complying with park rules.

4. Park rules and regulations should specify the condition lots must be left in after homes are removed.

5. If the Responsible Party is not a licensed contractor, the park may require up to a $1,000 special security deposit (less any existing deposits) to cover costs of restoring the lot.

6. The Responsible Party must accept its responsibilities in writing.

7. Once this is done the landlord must issue the Clearance for Removal.

8. Once the home is gone, if the space complies with the rules the deposit must be refunded under the same timetable that applies to other deposits.

9. If the lot does not comply, the landlord may give the Responsible Party a ten day non-compliance notice. If the deficiencies are not corrected within ten days, the park can have the necessary work done and charge the reasonable costs against the deposit.