

AAMHO CONNECTION



AAMHO Website: www.AAMHO.org | Email: info@aamho.org | Editor: secretary@aamho.org

FUEL FOR THOUGHT

Eileen Green – President
president@aamho.org



Among the many topics of instruction and discussion in our Landlord/Tenant Act classes, is the topic of **HEIRS**.

This topic is reviewed for several reasons:

- Clarity
- Value or Hardship
- Possible Alternatives

ARS §33-2452 – Rules and Regulations

(Source: *Arizona Mobile Home Parks Residential Landlord and Tenant Act*)

J. If a tenant dies, any surviving joint tenant or cotenant continues as tenant with the same rights, privileges and liabilities as if the surviving tenant were the original tenant with the additional right to terminate the rental agreement by giving sixty days' written notice to the landlord within sixty days after the death of the tenant.

K. If a tenant who was sole owner of the mobile home dies during the term of the rental agreement, the tenant's heirs or legal representative have the right to cancel the lease by giving thirty days written notice to the landlord with the same right, privileges and liabilities of the original tenant.

TAKE AN LTA 101 CLASS and JOIN AAMHO THE SAME DAY

Your \$5.00 fee will be credited against your \$35.00 dues and you will only pay a further \$30.00.

Join AAMHO for only \$35.00 as a new member.

Dues may be paid online at www.aamho.org or mailed to: AAMHO, 2334 S. McClintock Drive, Tempe, AZ 85282

ARS §33-2132 – Rules

(Source: *Arizona Recreational Vehicle Long-Term Rental Space Act*)

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

These provisions in Arizona law may present *unintended consequences* to those who inherit your mobile home, manufactured home, or park model. Anyone who is a sole owner may avoid these *unintended consequence* complications by having appropriate provisions in his/her will.

- Heir must apply to be a "new" tenant in that unit if they choose to keep the unit.
- Cost of selling the home and the time until sale, lot rent must be paid within 5 days past the due date.

Example: \$450.00 lot rent x 10 months = \$4,500.00

Can the Heir afford this financially?

What is the Actual Value of your mobile home?

- Will the heir qualify to live in a 55+ community?
- Does the heir actually want to inherit the mobile home? Talk to your heir, being realistic of the value or hardship which could occur.

Alternatives could be:

- Giving to a friend in the community
- Giving the title to the Park
- Choosing to donate it to a Non-Profit

The time and cost to the park to obtain title, should any heir refuse the gift, can allow the unit to sit vacant and deteriorate for over a year.

You may want to contact the AAMHO office at connie@aamho.org to schedule a Landlord/Tenant Act class.

LEGISLATIVE REPORT

Don Bremer – Legislative Director
legislativedirector@aamho.org

WRITTEN RENTAL AGREEMENT OR LEASE

Jerry Shumate – Education Director
education@aamho.org

The AAMHO sponsored Bill HB2168 passed and has been signed by the Governor. The bill AMENDED §33-2101(A) to read: This chapter applies to, regulates and determines rights, obligations and remedies for a recreational vehicle space that is rented in a recreational vehicle park or a mobile home park by the same tenant under a rental agreement for more than one hundred eighty consecutive days. FOR A PARK MODEL OR PARK TRAILER THAT IS LOCATED IN A RECREATIONAL VEHICLE PARK OR MOBILE HOME PARK, THIS CHAPTER APPLIES IF THE SPACE IS RENTED BY THE SAME TENANT FOR MORE THAN ONE HUNDRED EIGHTY CONSECUTIVE DAYS WITHOUT REGARD TO WHETHER A RENTAL AGREEMENT IS EXECUTED.

HB2168 also AMENDED §33-2149(3)(a) to read: If a tenant is required to move due to a change in use or redevelopment of the park, the tenant may do any of the following: (a) Collect payment from the mobile home relocation fund for the lesser of the actual moving expenses of relocating the park trailer or park model to a new location that is within a ONE HUNDRED-MILE radius [*changed from fifty miles*] of the vacated park or the maximum of four thousand dollars. Moving expenses include the cost of stabilizing, taking down, moving and setting up the park trailer or park model in the new location.

HB2168 also AMENDED §33-1476.01(C)(1) to read: 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 ONE HUNDRED-MILE radius [*changed from fifty miles*] of the vacated mobile home park or the maximum of seven thousand five hundred dollars for a single section mobile home or twelve thousand five hundred dollars for a multisection mobile home. Moving expenses include the cost of stabilizing, taking down, moving and setting up the mobile home in the new location.

This bill also included §33-1485.01 from MCHA which increases the security deposit or surety bond required by unlicensed movers from one thousand dollars to two thousand five hundred dollars to move a mobile home from a park.

ARS §33-1432 – Landlord obligations

- A. The landlord shall disclose to the tenant in writing before entering into the rental agreement each of the following:
 - 1. The name and address of person authorized to manage the premises
 - 2. The name and address of the owner of the premises
 - 3. If applicable, the name and address of a person authorized to act for and on behalf of the owner.
 - 4. For a prospective tenant on an initial rental agreement, a written statement that shows the rent increases for three full calendar years immediately preceding.
- B. The information required to be furnished by this section shall be kept current and refurnished to the tenant on the tenant's request.
- F. Tenant to be notified in writing at least ninety days prior to a rent increase.
- H. The landlord shall make available a concise written summary of the *Arizona Mobile Home Parks Residential Landlord and Tenant Act*.

ARS §33-1413 – Terms of rental agreement

- A. At the beginning of the tenancy, a signed, written rental agreement must be executed by both parties and it shall not provide for the waiver of any rights given to either party by other provisions in this chapter. It will contain the amount of rent and any security deposit.
- B. All blanks spaces must be completed.
- C. It may include conditions not prohibited.
- D. The landlord shall attach a signed statement acknowledging receipt of: disclosure required in section §33-1432; a current copy of the *LTA Summary*; and a current copy of the adopted rules or regulations.
- G. On expiration of a rental agreement landlord may increase rent with ninety days written notice.
- H. If the landlord and tenant disagree on the term of the rental agreement, it shall be for twelve months.

For more information about your rights and obligations under the LTA, attend a class on the LTA given by AAMHO.

STRENGTH IN NUMBERS

Pat Schoneck – Membership Director
pschoneck@juno.com



In the past two months I have visited several parks and attendance has been great where we discussed membership, the importance of legislation, and the necessity of the having the LTA classes so residents understand what the laws are along with their managers. Several of the parks I attended scheduled classes and had good attendance at them. New members have been on the rise during this time.

There is strength in numbers. As a large group, AAMHO can do something at the legislative level. Before AAMHO, a homeowner on leased land had very few rights. It is only through AAMHO's ongoing legislative efforts that you now enjoy the increased protection of the powerful *Arizona Mobile Home Park Residential Landlord and Tenant Act*. This enables you to enjoy greater protection against unfair practices within your community and defines your responsibilities as a home owner on leased land. Your annual dues paid to AAMHO is in many respects like obtaining an insurance policy for the protection of your rights as an owner of a home in a park setting.

Renewals and new memberships can be sent to the AAMHO office by mail or paid over the internet at all times. So please send in your renewals even if they are late by a month or two. Your support is important to keep the organization working at all times.

During the summer months between the extreme heat and the snowbirds gone north, there is very little call for a speaker at your parks. I will be traveling some during the summer, but my email and cell phone will continue to be contacts for you. If you would like to schedule a speaker for September or October I will be able to do that at any time. I am more than willing to come to your parks big, small or no members. As you are traveling a little this summer and meeting new people, have a discussion with them about AAMHO and how important every single membership is. Please don't drop the ball until fall, as our work with AAMHO is an ongoing thing and vitally important every day.

Contact info: pschoneck@juno.com / 520-404-4539

NOW YOU'RE A BOARD MEMBER— WHAT NEXT?

Lee Terry – Secretary
secretary@aamho.org

Serving as a board director can be a positive and rewarding experience which is also valuable to the non-profit on whose board you serve.

The board of directors of a non-profit group represent the interests of the members or community they are responsible to, and assumes a fiduciary responsibility for the resources of the organization.

The laws which define non-profit organizations separate fiduciary duties into three relatively broad categories or "Duties."

Duty of Care: This means that directors must give the same level of care and diligence they would give to their own personal affairs and act with prudence and good faith, gathering information, questioning and understanding issues which may come before the board, and make reasonable decisions.

Duty of Loyalty: This means acting in good faith and in the interests of the organization without regard to any personal interest. Directors should avoid any conflict of interest or any conduct which could be deemed non-transparent. Courts place a great deal of emphasis on this duty, requiring that directors "act in good faith" during the decision making process.

Duty of Obedience: Directors must understand and uphold the mission of the organization and promote its purpose. They must act in accordance with their governing documents and any statutory authority given to protect and utilize the organization's resources in the most productive way possible.



THE AAMHO SPIRIT OF UNITY

Carol Judd – District 4 Director
d4director@aamho.org

The *Arizona Mobile Home [and RV & Park Model] Parks Residential Landlord and Tenant Act (LTA)* (ARS §33-1401—1501) exists in demonstrating the unity among the Park Owners and their residential tenants. The inception of the LTA came about through dedicated effort in a common goal uniting the protections of related, yet separate, [property] ownership among the Landlords and the Tenants. That was good, thirty-one years ago!

Time passes. Petitions soon became the focus vehicle of vetting issues, concerns, faults of actions on either side of the fences. Soon AAMHO Directors arrived at a crossroads as to the relative benefits of continuing – or going forward with Petitions. Reasons included the fact that even with a positive judgement from an Administrative Law Judge, there was no enforcement if the Landowner doesn't want to comply – no means of reconciling the verdict – if the judgement ruled in favor of the resident tenant. You may have won a skirmish, but were far from any sense of victory in reality.

The reality was and is, that one must prevail through a judgement from AZ Superior Court to effect any *enforcement* of that judgement. The court costs start in the \$20,000+ range. Now some directors still felt that the petition process is an important step toward problem resolution – even if it amounts to poking a finger in the park Owner's or Manager's faces. It comes down to a matter of opinion and as AAMHO is a volunteer-based association, we will always have varied opinions as we are a group of individuals and subject to human frailties.

That said, we don't all have to agree 100% on everything – but we do need to work together, and support each other – most importantly, our efforts in supporting all the membership.



AAMHO now has an online **secure** donation site for you to access directly to support our 'Flood Fund' goal of \$13,000. Please help us to continue our important Education efforts and support of Legislation. www.gofundme.com/HelpAAMHO

DISTRICT DIRECTORS

Pat Schoneck – Membership Director
pschoneck@juno.com

In the past two years AAMHO tried diligently to fill the positions of District Directors. I am proud to announce we have now filled all but two. District One is Pat Sunia from Val Vista Village. Pat is well known to the District having previously served as District Secretary. District Three is Byron Hall from Peoria Palms. Although Byron is fairly new to AAMHO he is taking all kinds of training and is anxious to meet with people in the District. District Four (Tucson) is Carol Judd who has served for 2 years in that capacity and newly elected District Four Associate Director Sandra McNary from Far Horizons East which is a fairly new group that has excelled in membership the past two years. District Five is Gerry McCann from Pine Shadows at Cottonwood. Gerry is in Ron Feinstein's old park and has been very active at working to bring the park back to its superb state. District Six is still Jerry and Val Shumate from Yuma serving as Director and Associate. District Seven is Darlene Schaubhut from Contempo Tempe serving as an Associate Director.

So we are still looking for a District Two Director and a Director for District Seven if possible. If you are interested in filling either one of these positions please feel free to contact Eileen Green president@aamho.org or Pat Schoneck at pschoneck@juno.com. You will be invited to a board meeting, we can take you out to some of the parks in your area, have you attend an LTA 101 Class and work with you to educate you on how to do the job. Your involvement would be very much appreciated.

AAMHO SUMMER MEMBERSHIP SPECIAL

June 1st to September 1st

**Support AAMHO
and save money!**

Join AAMHO or renew your membership for \$40.00 and receive a second year's membership at half price for a total of \$60.00 for two years. Renewals will be credited from the end of your current term if you choose to renew early.

DISTRICT GUIDELINES

Reprinted from: *AAMHO Policy Manual*

- Area representation may change from time to time based on the needs of AAMHO.
- Any member in good standing living in any park within the District may seek nomination as a District Director or Associate Director.
- Each District may have a Director and an Associate Director who shall each serve a term of one year.
- Districts may choose a slate of officers to represent the district at a local level if they so desire.
- For voting purposes, all current active District members are eligible to vote on District matters.
- District Officers must remain active AAMHO members during their term of office, as defined in the Bylaws and Policy Manual.
- Vacancies in local offices shall be filled for the balance of the term by election at a regular or special District meeting.
- The District Director or Associate Director positions may be filled temporarily by the AAMHO Board of Directors.
- A Director's conduct shall be co-operative and not confrontational.
- A Director shall work to promote cooperation between members, park managers and AAMHO.
- The Director shall facilitate exchange of information between the AAMHO Board and district members including information about available education programs, legislation, hearing results, and any relevant functions.
- The Director shall promote such activities as may be appropriate to AAMHO purposes and goals.
- The District Director shall offer the *Handbook for Park Officers* to all parks.

1. District Director shall:

- Possess the following qualities: Be a good listener, be able to evaluate situations in a fair and impartial manner, respect confidentiality of information received, be able to respect and work well with management and be a good communicator.
- Represent the District on the AAMHO Board
- Preside over all District meetings
- Notify AAMHO Office Manager of all regularly scheduled meetings two weeks prior to the event.
- The AAMHO office should be advised of any unscheduled meetings of an urgent nature prior to the meeting.
- Schedule speakers and other events for meetings

- Assist Education Director to schedule educational events in the District by providing locations
- Study the *Arizona Mobile Home Parks Residential Landlord and Tenant Act (LTA)* to be able to apply it to situations and answer questions
- Be familiar with the *Arizona Recreational Vehicle Long-Term Rental Space Act* and the differences between the Acts.
- Be knowledgeable of the AAMHO Bylaws and Policy Manual and adhere to the Standards of Conduct and Board Responsibilities contained therein.
- Recommend persons to the Executive Committee they judge to be qualified to serve as an Associate Director
- Submit monthly written reports on park visits and other relevant activities to the AAMHO Office Manager for presentation to the Board of Directors
- Be available to mentor members and assist with membership recruitment.
- Maintain regular communication with your Associate Director(s)
- Refer all issues for resolution. from your own park to the Executive Committee
- Write an article for the AAMHO newsletter.
- Complete a Contact Visit/Expense form and submit it to the Office Manager monthly.

2. Associate Director shall:

- Represent the District on the AAMHO Board and shall have voice and vote with their being a maximum of two votes allowed per District including the District Director's vote
- Study the *Arizona Mobile Home Parks Residential Landlord and Tenant Act (LTA)* to be able to apply it to situations and answer questions
- Be familiar with the *Arizona Recreational Vehicle Long-Term Rental Space Act* and the differences between the Acts.
- Be knowledgeable of the AAMHO Bylaws and Policy Manual
- Submit monthly written reports on activities and visits to the AAMHO Office Manager for presentation to the Board of Directors
- Maintain regular communication with the District Director
- Refer all inquiries from your own park in written form to the Executive Committee.
- Complete a Contact Visit/Expense Form and submit to the Office Manager monthly.

COMPARE AND SAVE!

We can insure park models, manufactured homes & modulars.
We have a company to fit your needs.

*COVERAGES

Manufactured Home	\$40,000	\$50,000	\$60,000	\$80,000
Adjacent Structures	4,000	5,000	6,000	8,000
Personal Contents	20,000	25,000	30,000	40,000
Additional Living Expenses	8,000	10,000	12,000	16,000
Personal Liability	100,000	100,000	100,000	100,000
Medical Payments	1,000	1,000	1,000	1,000
Flood	Included	Included	Included	Included
Premium Per Year	\$281	\$317	\$351	\$432

**Premiums above are sample quotes; your specific policy may be different*

Program Highlights: (not available on every policy)

No Credit Check, No Hidden Fees

Stated Value Policy

Replacement Coverage For Home And Contents.....NO DEPRECIATION

Standard Direct Only Represents Companies That Are Rated A- (Excellent) Or Better By AM

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www.stdins.com

This is a brief illustration of current rates that are subject to revision. The insurance company reserves the right to accept or reject applications for insurance upon review of all underwriting information. Rates may vary due to age of customer, age or location of home.

Standard Direct Insurance has underwritten the printing costs for this edition of the newsletter.

THREE KEYS TO BUYING MANUFACTURED HOUSING INSURANCE

Standard Direct Insurance Agency
www.stdins.com

Stability

Make sure your insurance company has an A- (Excellent) or better financial rating from the A.M. Best Corporations. You may do this by calling (908) 439-2200 or you may visit their website at AMBEST.com

Protection/Coverage

Make sure you have:

- Stated Value Policy covering your home. Make sure your policy pays you (in cash) the amount of insurance you have purchased if your home is destroyed. No depreciation!
- Replacement Cost coverage on your home and contents. All items are repaired or replaced. New for old... No depreciation!
- Flood (optional)

Service

Standard Direct Insurance Agency is the direct in house insurance agency for Standard Casualty Company, a wholly owned subsidiary of Cavco Industries. One of the USA's largest manufacturers of Park Model and Manufactured Homes. When you purchase a policy from Standard Direct you are buying your protection directly from Standard Casualty Company. You are dealing directly with your insurance company. No middle man!

Standard Direct Insurance Agency –
Arizona's Manufactured Housing Insurance Specialist –
has underwritten the printing costs for this newsletter.

TO SIGN A LEASE OR NOT SIGN A LEASE?

IT SHOULD NOT EVEN BE A QUESTION!!

Carol Judd – District 4 Director
d4director@aamho.org

Of course, we cannot offer advice on your legal matters, but we can enumerate plusses or minuses on whether you sign a lease – or not. Do you like living on the edge? Without a lease one is essentially on borrowed time. While a lease will not guarantee you Camelot, there are basic binding protections and obligations.

What a properly signed lease does for you:

- The lease establishes the effective dates, from when to when, whether less than a year (if moving in mid-year) or 1 year, or 4 years, as are outlined in the LTA;
- The lease establishes the \$\$ Amount of space Rent per Month, for the above described time period;
- The lease states “who” the responsible parties/residents are;
- The lease will also state what common areas are available for resident’s use;
- The lease may also refer to other guidance documents such as “The Standards for Living”, “Rules & Regulations”, “Pool & Pet Policies”;
- The lease is a mutually binding contract.

If you see something “haywire” in your lease, know that if it is unlawful (per the Statutory LTA), it is unenforceable by the landlord or the manager.

This is why membership in AAMHO is so important. The dues we pay helps strengthen, monitor and maintain the legally binding protections in the LTA.

Want to help, but don't know how? Invite or Bring in ONE new Member!! Easy-Peasy!

INQUISITIVE STATE TROOPER



A State Trooper pulled an 87-year-old woman over for speeding.

As he looked at her driver's license he was surprised to notice that attached to it

was a concealed weapons permit.

Taken aback, he couldn't help but ask, “Do you have a gun in your possession?”

She replied in her crackly voice, “Indeed, I do. Why I have a 45 automatic in the glove box.”

The trooper then asked if she had any other weapons.

She replied, “I have a 9 mm Glock in the center console.”

The shocked trooper asked, “Is that all the weapons you are transporting?”

The little old lady held up her purse and replied, “Well, I do keep a 38 special in my purse.”

Finally, the astonished trooper asked, “What are you afraid of?”

And the little old lady smiled and replied: “Not a blessed thing.”



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CO-OPERATION NOT CONFRONTATION

We are considering distributing the *AAMHO Connection* to members online as a cost saving measure and for quicker availability. Hard copies will be mailed to those for whom we have no email address. If you would like to continue receiving the *AAMHO Connection* by mail, please complete and return this form to us at: AAMHO, 2334 S. McClintock Drive, Tempe, AZ 85282-2674.

Yes, please continue to send me printed copies of the *AAMHO Connection* newsletter.

Name: _____ Phone Number: _____

Address: _____

MEETINGS AND CLASSES SCHEDULED IN JUNE & JULY

It is time to begin planning for classes you may need this fall. We have LTA 101 on the *Mobile Home Parks Landlord and Tenant Act*, Park Officer Training for any AAMHO park officer that is new in their position or needs an update; and Manager Certification. If you are interested in any of these classes, contact your District Director, the Education Director, or call the AAMHO office.

Friday, July 13 9:00 Manager Certification Class AAMHO Office, Tempe

We are very pleased to have Cheri Horwitz from Southwest Fair Housing Council join our team for the certification classes. This gives the managers two certificates that are required for their position.

A current listing of all meetings and classes is available on our website: www.aamho.org/calendar/