

2 **HB 1378** - S COMM AMD

3 By Committee on Commerce, Trade, Housing & Financial Institutions

4 ADOPTED 4/12/99

5 Strike everything after the enacting clause and insert the
6 following:

7 "**Sec. 1.** RCW 59.20.010 and 1977 ex.s. c 279 s 1 are each amended
8 to read as follows:

9 This chapter shall be known and may be cited as the
10 "Manufactured/Mobile Home Landlord-Tenant Act".

11 **Sec. 2.** RCW 59.20.030 and 1998 c 118 s 1 are each amended to read
12 as follows:

13 For purposes of this chapter:

14 (1) "Abandoned" as it relates to a mobile home, manufactured home,
15 or park model owned by a tenant in a mobile home park, mobile home park
16 cooperative, or mobile home park subdivision or tenancy in a mobile
17 home lot means the tenant has defaulted in rent and by absence and by
18 words or actions reasonably indicates the intention not to continue
19 tenancy;

20 (2) "Landlord" means the owner of a mobile home park and includes
21 the agents of a landlord;

22 (3) "Manufactured home" means a single-family dwelling built
23 according to the United States department of housing and urban
24 development manufactured home construction and safety standards act,
25 which is a national preemptive building code. A manufactured home
26 also: (a) Includes plumbing, heating, air conditioning, and electrical
27 systems; (b) is built on a permanent chassis; and (c) can be
28 transported in one or more sections with each section at least eight
29 feet wide and forty feet long when transported, or when installed on
30 the site is three hundred twenty square feet or greater;

31 (4) "Mobile home" means a factory-built dwelling built prior to
32 June 15, 1976, to standards other than the United States department of
33 housing and urban development code, and acceptable under applicable
34 state codes in effect at the time of construction or introduction of
35 the home into the state. Mobile homes have not been built since the

1 introduction of the United States department of housing and urban
2 development manufactured home construction and safety act;

3 (5) "Mobile home lot" means a portion of a mobile home park or
4 manufactured housing community designated as the location of one mobile
5 home, manufactured home, or park model and its accessory buildings, and
6 intended for the exclusive use as a primary residence by the occupants
7 of that mobile home, manufactured home, or park model;

8 ((+4)) (6) "Mobile home park" or "manufactured housing community"
9 means any real property which is rented or held out for rent to others
10 for the placement of two or more mobile homes manufactured homes, or
11 park models for the primary purpose of production of income, except
12 where such real property is rented or held out for rent for seasonal
13 recreational purpose only and is not intended for year-round occupancy;

14 ((+5)) (7) "Mobile home park cooperative" or "manufactured housing
15 cooperative" means real property consisting of common areas and two or
16 more lots held out for placement of mobile homes, manufactured homes,
17 or park models in which both the individual lots and the common areas
18 are owned by an association of shareholders which leases or otherwise
19 extends the right to occupy individual lots to its own members;

20 ((+6)) (8) "Mobile home park subdivision" or "manufactured housing
21 subdivision" means real property, whether it is called a subdivision,
22 condominium, or planned unit development, consisting of common areas
23 and two or more lots held for placement of mobile homes, manufactured
24 homes, or park models in which there is private ownership of the
25 individual lots and common, undivided ownership of the common areas by
26 owners of the individual lots;

27 ((+7)) (9) "Park model" means a recreational vehicle intended or
28 used for permanent or semi-permanent installation and habitation;

29 (10) "Recreational vehicle" means a travel trailer, motor home,
30 truck camper, or camping trailer that is primarily designed and used as
31 temporary living quarters, is either self-propelled or mounted on or
32 drawn by another vehicle, is transient, is not occupied as a primary
33 residence, and is not immobilized or permanently affixed to a mobile
34 home lot;

35 ((+8)) (11) "Tenant" means any person, except a transient, who
36 rents a mobile home lot;

37 ((+9)) (12) "Transient" means a person who rents a mobile home lot
38 for a period of less than one month for purposes other than as a
39 primary residence;

1 (~~(10)~~) (13) "Occupant" means any person, including a live-in care
2 provider, other than a tenant, who occupies a mobile home, manufactured
3 home, or park model and mobile home lot.

4 **Sec. 3.** RCW 59.20.040 and 1997 c 86 s 2 are each amended to read
5 as follows:

6 This chapter shall regulate and determine legal rights, remedies,
7 and obligations arising from any rental agreement between a landlord
8 and a tenant regarding a mobile home lot and including specified
9 amenities within the mobile home park, mobile home park cooperative, or
10 mobile home park subdivision, where the tenant has no ownership
11 interest in the property or in the association which owns the property,
12 whose uses are referred to as a part of the rent structure paid by the
13 tenant. All such rental agreements shall be unenforceable to the
14 extent of any conflict with any provision of this chapter. Chapter
15 59.12 RCW shall be applicable only in implementation of the provisions
16 of this chapter and not as an alternative remedy to this chapter which
17 shall be exclusive where applicable: PROVIDED, That the provision of
18 RCW 59.12.090, 59.12.100, and 59.12.170 shall not apply to any rental
19 agreement included under the provisions of this chapter. RCW 59.18.055
20 and 59.18.370 through 59.18.410 shall be applicable to any action of
21 forcible entry or detainer or unlawful detainer arising from a tenancy
22 under the provisions of this chapter, except when a mobile home,
23 manufactured home, or park model or a tenancy in a mobile home lot is
24 abandoned. Rentals of mobile homes, manufactured homes, or park models
25 themselves are governed by the Residential Landlord-Tenant Act, chapter
26 59.18 RCW.

27 **Sec. 4.** RCW 59.20.050 and 1981 c 304 s 37 are each amended to read
28 as follows:

29 (1) No landlord may offer a mobile home lot for rent to anyone
30 without offering a written rental agreement for a term of one year or
31 more. No landlord may offer to anyone any rental agreement for a term
32 of one year or more for which the monthly rental is greater, or the
33 terms of payment or other material conditions more burdensome to the
34 tenant, than any month-to-month rental agreement also offered to such
35 tenant or prospective tenant. Anyone who desires to occupy a mobile
36 home lot for other than a term of one year or more may have the option
37 to be on a month-to-month basis but must waive, in writing, the right

1 to such one year or more term: PROVIDED, That annually, at any
2 anniversary date of the tenancy the tenant may require that the
3 landlord provide a written rental agreement for a term of one year. No
4 landlord shall allow a mobile home, manufactured home, or park model to
5 be moved into a mobile home park in this state until a written rental
6 agreement has been signed by and is in the possession of the parties:
7 PROVIDED, That if the landlord allows the tenant to move a mobile home,
8 manufactured home, or park model into a mobile home park without
9 obtaining a written rental agreement for a term of one year or more, or
10 a written waiver of the right to a one-year term or more, the term of
11 the tenancy shall be deemed to be for one year from the date of
12 occupancy of the mobile home lot;

13 (2) The requirements of subsection (1) of this section shall not
14 apply if:

15 (a) The mobile home park or part thereof has been acquired or is
16 under imminent threat of condemnation for a public works project, or

17 (b) An employer-employee relationship exists between a landlord and
18 tenant;

19 (3) The provisions of this section shall apply to any tenancy upon
20 expiration of the term of any oral or written rental agreement
21 governing such tenancy.

22 **Sec. 5.** RCW 59.20.060 and 1990 c 174 s 1 and 1990 c 169 s 1 are
23 each reenacted and amended to read as follows:

24 (1) Any mobile home space tenancy regardless of the term, shall be
25 based upon a written rental agreement, signed by the parties, which
26 shall contain:

27 (a) The terms for the payment of rent, including time and place,
28 and any additional charges to be paid by the tenant. Additional
29 charges that occur less frequently than monthly shall be itemized in a
30 billing to the tenant;

31 (b) Reasonable rules for guest parking which shall be clearly
32 stated;

33 (c) The rules and regulations of the park;

34 (d) The name and address of the person who is the landlord, and if
35 such person does not reside in the state there shall also be designated
36 by name and address a person who resides in the county where the mobile
37 home park is located who is authorized to act as agent for the purposes
38 of service of notices and process. If no designation is made of a

1 person to act as agent, then the person to whom rental payments are to
2 be made shall be considered the agent;

3 (e) The name and address of any party who has a secured interest in
4 the mobile home, manufactured home, or park model;

5 (f) A forwarding address of the tenant or the name and address of
6 a person who would likely know the whereabouts of the tenant in the
7 event of an emergency or an abandonment of the mobile home,
8 manufactured home, or park model;

9 (g)(i) A covenant by the landlord that, except for acts or events
10 beyond the control of the landlord, the mobile home park will not be
11 converted to a land use that will prevent the space that is the subject
12 of the lease from continuing to be used for its intended use for a
13 period of three years after the beginning of the term of the rental
14 agreement;

15 (ii) A rental agreement may, in the alternative, contain a
16 statement that the park may be sold or otherwise transferred at any
17 time with the result that subsequent owners may close the mobile home
18 park, or that the landlord may close the park at any time after the
19 required notice. The covenant or statement required by this subsection
20 must appear in print that is larger than the other text of the lease
21 and must be set off by means of a box, blank space, or comparable
22 visual device;

23 The requirements of this subsection shall apply to tenancies
24 initiated after April 28, 1989.

25 (h) The terms and conditions under which any deposit or portion
26 thereof may be withheld by the landlord upon termination of the rental
27 agreement if any moneys are paid to the landlord by the tenant as a
28 deposit or as security for performance of the tenant's obligations in
29 a rental agreement;

30 (i) A listing of the utilities, services, and facilities which will
31 be available to the tenant during the tenancy and the nature of the
32 fees, if any, to be charged;

33 (j) A description of the boundaries of a mobile home space
34 sufficient to inform the tenant of the exact location of the tenant's
35 space in relation to other tenants' spaces;

36 (k) A statement of the current zoning of the land on which the
37 mobile home park is located; and

38 (l) A statement of the expiration date of any conditional use,
39 temporary use, or other land use permit subject to a fixed expiration

1 date that is necessary for the continued use of the land as a mobile
2 home park.

3 (2) Any rental agreement executed between the landlord and tenant
4 shall not contain any provision:

5 (a) Which allows the landlord to charge a fee for guest parking
6 unless a violation of the rules for guest parking occurs: PROVIDED,
7 That a fee may be charged for guest parking which covers an extended
8 period of time as defined in the rental agreement;

9 (b) Which authorizes the towing or impounding of a vehicle except
10 upon notice to the owner thereof or the tenant whose guest is the owner
11 of the vehicle;

12 (c) Which allows the landlord to alter the due date for rent
13 payment or increase the rent: (i) During the term of the rental
14 agreement if the term is less than one year, or (ii) more frequently
15 than annually if the term is for one year or more: PROVIDED, That a
16 rental agreement may include an escalation clause for a pro rata share
17 of any increase in the mobile home park's real property taxes or
18 utility assessments or charges, over the base taxes or utility
19 assessments or charges of the year in which the rental agreement took
20 effect, if the clause also provides for a pro rata reduction in rent or
21 other charges in the event of a reduction in real property taxes or
22 utility assessments or charges, below the base year: PROVIDED FURTHER,
23 That a rental agreement for a term exceeding one year may provide for
24 annual increases in rent in specified amounts or by a formula specified
25 in such agreement;

26 (d) By which the tenant agrees to waive or forego rights or
27 remedies under this chapter;

28 (e) Allowing the landlord to charge an "entrance fee" or an "exit
29 fee";

30 (f) Which allows the landlord to charge a fee for guests:
31 PROVIDED, That a landlord may establish rules charging for guests who
32 remain on the premises for more than fifteen days in any sixty-day
33 period;

34 (g) By which the tenant agrees to waive or forego homestead rights
35 provided by chapter 6.13 RCW. This subsection shall not prohibit such
36 waiver after a default in rent so long as such waiver is in writing
37 signed by the husband and wife or by an unmarried claimant and in
38 consideration of the landlord's agreement not to terminate the tenancy

1 for a period of time specified in the waiver if the landlord would be
2 otherwise entitled to terminate the tenancy under this chapter; or
3 (h) By which, at the time the rental agreement is entered into, the
4 landlord and tenant agree to the selection of a particular arbitrator.

5 **Sec. 6.** RCW 59.20.070 and 1993 c 66 s 16 are each amended to read
6 as follows:

7 A landlord shall not:

8 (1) Deny any tenant the right to sell such tenant's mobile home,
9 manufactured home, or park model within a park or require the removal
10 of the mobile home, manufactured home, or park model from the park
11 because of the sale thereof. Requirements for the transfer of the
12 rental agreement are in RCW 59.20.073;

13 (2) Restrict the tenant's freedom of choice in purchasing goods or
14 services but may reserve the right to approve or disapprove any
15 exterior structural improvements on a mobile home space: PROVIDED,
16 That door-to-door solicitation in the mobile home park may be
17 restricted in the rental agreement. Door-to-door solicitation does not
18 include public officials or candidates for public office meeting or
19 distributing information to tenants in accordance with subsection (4)
20 of this section;

21 (3) Prohibit meetings by tenants of the mobile home park to discuss
22 mobile home living and affairs, including political caucuses or forums
23 for or speeches of public officials or candidates for public office, or
24 meetings of organizations that represent the interest of tenants in the
25 park, held in any of the park community or recreation halls if these
26 halls are open for the use of the tenants, conducted at reasonable
27 times and in an orderly manner on the premises, nor penalize any tenant
28 for participation in such activities;

29 (4) Prohibit a public official or candidate for public office from
30 meeting with or distributing information to tenants in their individual
31 mobile homes, manufactured homes, or park models, nor penalize any
32 tenant for participating in these meetings or receiving this
33 information;

34 (5) Evict a tenant, terminate a rental agreement, decline to renew
35 a rental agreement, increase rental or other tenant obligations,
36 decrease services, or modify park rules in retaliation for any of the
37 following actions on the part of a tenant taken in good faith:

1 (a) Filing a complaint with any state, county, or municipal
2 governmental authority relating to any alleged violation by the
3 landlord of an applicable statute, regulation, or ordinance;

4 (b) Requesting the landlord to comply with the provision of this
5 chapter or other applicable statute, regulation, or ordinance of the
6 state, county, or municipality;

7 (c) Filing suit against the landlord for any reason;

8 (d) Participation or membership in any homeowners association or
9 group;

10 (6) Charge to any tenant a utility fee in excess of actual utility
11 costs or intentionally cause termination or interruption of any
12 tenant's utility services, including water, heat, electricity, or gas,
13 except when an interruption of a reasonable duration is required to
14 make necessary repairs;

15 (7) Remove or exclude a tenant from the premises unless this
16 chapter is complied with or the exclusion or removal is under an
17 appropriate court order; or

18 (8) Prevent the entry or require the removal of a mobile home,
19 manufactured home, or park model for the sole reason that the mobile
20 home has reached a certain age. Nothing in this subsection shall limit
21 a landlords' right to exclude or expel a mobile home, manufactured
22 home, or park model for any other reason, including but not limited to
23 violations of applicable fire and safety standards provided such action
24 conforms to chapter 59.20 RCW or any other statutory provision.

25 **Sec. 7.** RCW 59.20.073 and 1993 c 66 s 17 are each amended to read
26 as follows:

27 (1) Any rental agreement shall be assignable by the tenant to any
28 person to whom he or she sells or transfers title to the mobile home,
29 manufactured home, or park model.

30 (2) A tenant who sells a mobile home, manufactured home, or park
31 model within a park shall notify the landlord in writing of the date of
32 the intended sale and transfer of the rental agreement at least fifteen
33 days in advance of such intended transfer and shall notify the buyer in
34 writing of the provisions of this section. The tenant shall verify in
35 writing to the landlord payment of all taxes, rent, and reasonable
36 expenses due on the mobile home, manufactured home, or park model and
37 mobile home lot.

1 (3) The landlord shall notify the selling tenant, in writing, of a
2 refusal to permit transfer of the rental agreement at least seven days
3 in advance of such intended transfer.

4 (4) The landlord may require the mobile home, manufactured home, or
5 park model to meet applicable fire and safety standards.

6 (5) The landlord shall approve or disapprove of the assignment of
7 a rental agreement on the same basis that the landlord approves or
8 disapproves of any new tenant, and any disapproval shall be in writing.
9 Consent to an assignment shall not be unreasonably withheld.

10 (~~(5)~~) (6) Failure to notify the landlord in writing, as required
11 under subsection (2) of this section; or failure of the new tenant to
12 make a good faith attempt to arrange an interview with the landlord to
13 discuss assignment of the rental agreement; or failure of the current
14 or new tenant to obtain written approval of the landlord for assignment
15 of the rental agreement, shall be grounds for disapproval of such
16 transfer.

17 **Sec. 8.** RCW 59.20.074 and 1990 c 169 s 2 are each amended to read
18 as follows:

19 (1) A secured party who has a security interest in a mobile home,
20 manufactured home, or park model that is located within a mobile home
21 park and who has a right to possession of the mobile home, manufactured
22 home, or park model under RCW 62A.9-503, shall be liable to the
23 landlord from the date the secured party receives written notice by
24 certified mail, return receipt requested, for rent for occupancy of the
25 mobile home space under the same terms the tenant was paying prior to
26 repossession, and any other reasonable expenses incurred after the
27 receipt of the notice, until disposition of the mobile home,
28 manufactured home, or park model under RCW 62A.9-504. The notice of
29 default by a tenant must state the amount of rent and the amount and
30 nature of any reasonable expenses that the secured party is liable for
31 payment to the landlord. The notice must also state that the secured
32 party will be provided a copy of the rental agreement previously signed
33 by the tenant and the landlord upon request.

34 (2) This section shall not affect the availability of a landlord's
35 lien as provided in chapter 60.72 RCW.

36 (3) As used in this section, "security interest" shall have the
37 same meaning as this term is defined in RCW 62A.1-201, and "secured

1 party" shall have the same meaning as this term is defined in RCW
2 62A.9-105.

3 (4) For purposes of this section, "reasonable expenses" means any
4 routine maintenance and utility charges for which the tenant is liable
5 under the rental agreement.

6 (5) Any rent or other reasonable expenses owed by the secured party
7 to the landlord pursuant to this section shall be paid to the landlord
8 prior to the removal of the mobile home, manufactured home, or park
9 model from the mobile home park.

10 (6) If a secured party who has a secured interest in a mobile home,
11 manufactured home, or park model that is located in a mobile home park
12 becomes liable to the landlord pursuant to this section, then the
13 relationship between the secured party and the landlord shall be
14 governed by the rental agreement previously signed by the tenant and
15 the landlord unless otherwise agreed, except that the term of the
16 rental agreement shall convert to a month-to-month tenancy. No waiver
17 is required to convert the rental agreement to a month-to-month
18 tenancy. Either the landlord or the secured party may terminate the
19 month-to-month tenancy upon giving written notice of thirty days or
20 more. The secured party and the landlord are not required to execute
21 a new rental agreement. Nothing in this section shall be construed to
22 be a waiver of any rights by the tenant.

23 **Sec. 9.** RCW 59.20.075 and 1984 c 58 s 3 are each amended to read
24 as follows:

25 Initiation by the landlord of any action listed in RCW
26 59.20.070(~~((+4))~~) (5) within one hundred twenty days after a good faith
27 and lawful act by the tenant or within one hundred twenty days after
28 any inspection or proceeding of a governmental agency resulting from
29 such act, shall create a rebuttable presumption affecting the burden of
30 proof, that the action is a reprisal or retaliatory action against the
31 tenant: PROVIDED, That if the court finds that the tenant made a
32 complaint or report to a governmental authority within one hundred
33 twenty days after notice of a proposed increase in rent or other action
34 in good faith by the landlord, there is a rebuttable presumption that
35 the complaint or report was not made in good faith: PROVIDED FURTHER,
36 That no presumption against the landlord shall arise under this
37 section, with respect to an increase in rent, if the landlord, in a
38 notice to the tenant of increase in rent, specifies reasonable grounds

1 for said increase, which grounds may include a substantial increase in
2 market value due to remedial action under this chapter.

3 **Sec. 10.** RCW 59.20.080 and 1998 c 118 s 2 are each amended to read
4 as follows:

5 (1) A landlord shall not terminate or fail to renew a tenancy of a
6 tenant or the occupancy of an occupant, of whatever duration except for
7 one or more of the following reasons:

8 (a) Substantial violation, or repeated or periodic violations of
9 the rules of the mobile home park as established by the landlord at the
10 inception of the tenancy or as assumed subsequently with the consent of
11 the tenant or for violation of the tenant's duties as provided in RCW
12 59.20.140. The tenant shall be given written notice to cease the rule
13 violation immediately. The notice shall state that failure to cease
14 the violation of the rule or any subsequent violation of that or any
15 other rule shall result in termination of the tenancy, and that the
16 tenant shall vacate the premises within fifteen days: PROVIDED, That
17 for a periodic violation the notice shall also specify that repetition
18 of the same violation shall result in termination: PROVIDED FURTHER,
19 That in the case of a violation of a "material change" in park rules
20 with respect to pets, tenants with minor children living with them, or
21 recreational facilities, the tenant shall be given written notice under
22 this chapter of a six month period in which to comply or vacate;

23 (b) Nonpayment of rent or other charges specified in the rental
24 agreement, upon five days written notice to pay rent and/or other
25 charges or to vacate;

26 (c) Conviction of the tenant of a crime, commission of which
27 threatens the health, safety, or welfare of the other mobile home park
28 tenants. The tenant shall be given written notice of a fifteen day
29 period in which to vacate;

30 (d) Failure of the tenant to comply with local ordinances and state
31 laws and regulations relating to mobile homes, manufactured homes, or
32 park models or mobile home, manufactured homes, or park model living
33 within a reasonable time after the tenant's receipt of notice of such
34 noncompliance from the appropriate governmental agency;

35 (e) Change of land use of the mobile home park including, but not
36 limited to, conversion to a use other than for mobile homes,
37 manufactured homes, or park models or conversion of the mobile home
38 park to a mobile home park cooperative or mobile home park subdivision:

1 PROVIDED, That the landlord shall give the tenants twelve months'
2 notice in advance of the effective date of such change, except that for
3 the period of six months following April 28, 1989, the landlord shall
4 give the tenants eighteen months' notice in advance of the proposed
5 effective date of such change;

6 (f) Engaging in "criminal activity." "Criminal activity" means a
7 criminal act defined by statute or ordinance that threatens the health,
8 safety, or welfare of the tenants. A park owner seeking to evict a
9 tenant or occupant under this subsection need not produce evidence of
10 a criminal conviction, even if the alleged misconduct constitutes a
11 criminal offense. Notice from a law enforcement agency of criminal
12 activity constitutes sufficient grounds, but not the only grounds, for
13 an eviction under this subsection. Notification of the seizure of
14 illegal drugs under RCW 59.20.155 is evidence of criminal activity and
15 is grounds for an eviction under this subsection. The requirement that
16 any tenant or occupant register as a sex offender under RCW 9A.44.130
17 is grounds for eviction under this subsection. If criminal activity is
18 alleged to be a basis of termination, the park owner may proceed
19 directly to an unlawful detainer action;

20 (g) The tenant's application for tenancy contained a material
21 misstatement that induced the park owner to approve the tenant as a
22 resident of the park, and the park owner discovers and acts upon the
23 misstatement within one year of the time the resident began paying
24 rent;

25 (h) If the landlord serves a tenant three fifteen-day notices
26 within a twelve-month period to comply or vacate for failure to comply
27 with the material terms of the rental agreement or park rules. The
28 applicable twelve-month period shall commence on the date of the first
29 violation;

30 (i) Failure of the tenant to comply with obligations imposed upon
31 tenants by applicable provisions of municipal, county, and state codes,
32 statutes, ordinances, and regulations, including chapter 59.20 RCW.
33 The landlord shall give the tenant written notice to comply
34 immediately. The notice must state that failure to comply will result
35 in termination of the tenancy and that the tenant shall vacate the
36 premises within fifteen days;

37 (j) The tenant engages in disorderly or substantially annoying
38 conduct upon the park premises that results in the destruction of the
39 rights of others to the peaceful enjoyment and use of the premises.

1 The landlord shall give the tenant written notice to comply
2 immediately. The notice must state that failure to comply will result
3 in termination of the tenancy and that the tenant shall vacate the
4 premises within fifteen days;

5 (k) The tenant creates a nuisance that materially affects the
6 health, safety, and welfare of other park residents. The landlord
7 shall give the tenant written notice to cease the conduct that
8 constitutes a nuisance immediately. The notice must state that failure
9 to cease the conduct will result in termination of the tenancy and that
10 the tenant shall vacate the premises in five days;

11 (l) Any other substantial just cause that materially affects the
12 health, safety, and welfare of other park residents. The landlord
13 shall give the tenant written notice to comply immediately. The notice
14 must state that failure to comply will result in termination of the
15 tenancy and that the tenant shall vacate the premises within fifteen
16 days; or

17 (m) Failure to pay rent by the due date provided for in the rental
18 agreement three or more times in a twelve-month period, commencing with
19 the date of the first violation, after service of a five-day notice to
20 comply or vacate.

21 (2) Within five days of a notice of eviction as required by
22 subsection (1)(a) of this section, the landlord and tenant shall submit
23 any dispute to mediation. The parties may agree in writing to
24 mediation by an independent third party or through industry mediation
25 procedures. If the parties cannot agree, then mediation shall be
26 through industry mediation procedures. A duty is imposed upon both
27 parties to participate in the mediation process in good faith for a
28 period of ten days for an eviction under subsection (1)(a) of this
29 section. It is a defense to an eviction under subsection (1)(a) of
30 this section that a landlord did not participate in the mediation
31 process in good faith.

32 (3) Chapters 59.12 and 59.18 RCW govern the eviction of
33 recreational vehicles from mobile home parks except park models as
34 defined in RCW 59.20.030(9).

35 **Sec. 11.** RCW 59.20.130 and 1993 c 66 s 20 are each amended to read
36 as follows:

37 It shall be the duty of the landlord to:

1 (1) Comply with codes, statutes, ordinances, and administrative
2 rules applicable to the mobile home park;

3 (2) Maintain the common premises and prevent the accumulation of
4 stagnant water and to prevent the detrimental effects of moving water
5 when such condition is not the fault of the tenant;

6 (3) Keep any shared or common premises reasonably clean, sanitary,
7 and safe from defects to reduce the hazards of fire or accident;

8 (4) Keep all common premises of the mobile home park, and vacant
9 mobile home lots, not in the possession of tenants, free of weeds or
10 plant growth noxious and detrimental to the health of the tenants and
11 free from potentially injurious or unsightly objects and condition;

12 (5) Exterminate or make a reasonable effort to exterminate rodents,
13 vermin, or other pests dangerous to the health and safety of the tenant
14 whenever infestation exists on the common premises or whenever
15 infestation occurs in the interior of a mobile home, manufactured home,
16 or park model as a result of infestation existing on the common
17 premises;

18 (6) Maintain and protect all utilities provided to the mobile home,
19 manufactured home, or park model in good working condition.
20 Maintenance responsibility shall be determined at that point where the
21 normal mobile home, manufactured home, or park model utilities "hook-
22 ups" connect to those provided by the landlord or utility company;

23 (7) Respect the privacy of the tenants and shall have no right of
24 entry to a mobile home, manufactured home, or park model without the
25 prior written consent of the occupant, except in case of emergency or
26 when the occupant has abandoned the mobile home, manufactured home, or
27 park model. Such consent may be revoked in writing by the occupant at
28 any time. The ownership or management shall have a right of entry upon
29 the land upon which a mobile home, manufactured home, or park model is
30 situated for maintenance of utilities, to insure compliance with
31 applicable codes, statutes, ordinances, administrative rules, and the
32 rental agreement and the rules of the park, and protection of the
33 mobile home park at any reasonable time or in an emergency, but not in
34 a manner or at a time which would interfere with the occupant's quiet
35 enjoyment. The ownership or management shall make a reasonable effort
36 to notify the tenant of their intention of entry upon the land which a
37 mobile home, manufactured home, or park model is located prior to
38 entry;

1 (8) Allow tenants freedom of choice in the purchase of goods and
2 services, and not unreasonably restrict access to the mobile home park
3 for such purposes;

4 (9) Maintain roads within the mobile home park in good condition;
5 and

6 (10) Notify each tenant within five days after a petition has been
7 filed by the landlord for a change in the zoning of the land where the
8 mobile home park is located and make a description of the change
9 available to the tenant.

10 A landlord shall not have a duty to repair a defective condition
11 under this section, nor shall any defense or remedy be available to the
12 tenant under this chapter, if the defective condition complained of was
13 caused by the conduct of the tenant, the tenant's family, invitee, or
14 other person acting under the tenant's control, or if a tenant
15 unreasonably fails to allow the landlord access to the property for
16 purposes of repair.

17 **Sec. 12.** RCW 59.20.135 and 1994 c 30 s 1 are each amended to read
18 as follows:

19 (1) The legislature finds that some mobile home park owners
20 transfer the responsibility for the upkeep of permanent structures
21 within the mobile home park to the park tenants. This transfer
22 sometimes occurs after the permanent structures have been allowed to
23 deteriorate. Many mobile home parks consist entirely of senior
24 citizens who do not have the financial resources or physical capability
25 to make the necessary repairs to these structures once they have fallen
26 into disrepair. The inability of the tenants to maintain permanent
27 structures can lead to significant safety hazards to the tenants as
28 well as to visitors to the mobile home park. The legislature therefore
29 finds and declares that it is in the public interest and necessary for
30 the public health and safety to prohibit mobile home park owners from
31 transferring the duty to maintain permanent structures in mobile home
32 parks to the tenants.

33 (2) A mobile home park owner is prohibited from transferring
34 responsibility for the maintenance or care of permanent structures
35 within the mobile home park to the tenants of the park. A provision
36 within a rental agreement or other document transferring responsibility
37 for the maintenance or care of permanent structures within the mobile
38 home park to the park tenants is void.

1 (3) A "permanent structure" for purposes of this section includes
2 the clubhouse, carports, storage sheds, or other permanent structure.
3 A permanent structure does not include structures built or affixed by
4 a tenant. A permanent structure includes only those structures that
5 were provided as amenities to the park tenants.

6 (4) Nothing in this section shall be construed to prohibit a park
7 owner from requiring a tenant to maintain his or her mobile home,
8 manufactured home, or park model or yard. Nothing in this section
9 shall be construed to prohibit a park owner from transferring
10 responsibility for the maintenance or care of permanent structures
11 within the mobile home park to an organization of park tenants or to an
12 individual park tenant when requested by the tenant organization or
13 individual tenant.

14 **Sec. 13.** RCW 59.20.145 and 1993 c 152 s 1 are each amended to read
15 as follows:

16 A tenant in a mobile home park may share his or her mobile home,
17 manufactured home, or park model with any person over eighteen years of
18 age, if that person is providing live-in home health care or live-in
19 hospice care to the tenant under an approved plan of treatment ordered
20 by the tenant's physician. The live-in care provider is not considered
21 a tenant of the park and shall have no rights of tenancy in the park.
22 Any agreement between the tenant and the live-in care provider does not
23 change the terms and conditions of the rental agreement between the
24 landlord and the tenant. The live-in care provider shall comply with
25 the rules of the mobile home park, the rental agreement, and this
26 chapter. The landlord may not charge a guest fee for the live-in care
27 provider.

28 **Sec. 14.** RCW 59.20.150 and 1979 ex.s. c 186 s 10 are each amended
29 to read as follows:

30 (1) Any notice required by this chapter to be given to a tenant
31 shall be served on behalf of the landlord: (a) By delivering a copy
32 personally to the tenant; or (b) ~~((if the tenant is absent from the
33 mobile home, by leaving a copy at the mobile home with some person of
34 suitable age and discretion and by sending a copy through the mail
35 addressed to the tenant's place of residence; or (c)))~~ if the tenant is
36 absent from the mobile home ~~((and a person of suitable age and
37 discretion cannot be found to leave a copy with, then))~~, manufactured

1 home, or park model by affixing a copy of the notice in a conspicuous
2 place on the mobile home, manufactured home, or park model and also
3 sending a copy through the mail addressed to the tenant at the tenant's
4 last known address.

5 (2) Any notice required by this chapter to be given to the landlord
6 shall be served by the tenant in the same manner as provided for in
7 subsection (1) of this section, or by mail to the landlord at such
8 place as shall be expressly provided in the rental agreement.

9 (3) The landlord shall state in any notice of eviction required by
10 RCW 59.20.080(1) as now or hereafter amended the specific reason for
11 eviction in a clear and concise manner.

12 **Sec. 15.** RCW 59.20.170 and 1979 ex.s. c 186 s 12 are each amended
13 to read as follows:

14 (1) All moneys paid to the landlord by the tenant as a deposit as
15 security for performance of the tenant's obligations in a rental
16 agreement shall promptly be deposited by the landlord in a trust
17 account, maintained by the landlord for the purpose of holding such
18 security deposits for tenants of the landlord, in a bank, savings and
19 loan association, mutual savings bank, or licensed escrow agent located
20 in Washington. Except as provided in subsection (2) of this section,
21 unless otherwise agreed in writing, the landlord shall be entitled to
22 receipt of interest paid on such trust account deposits. The landlord
23 shall provide the tenant with a written receipt for the deposit and
24 shall provide written notice of the name and address and location of
25 the depository and any subsequent change thereof. If during a tenancy
26 the status of landlord is transferred to another, any sums in the
27 deposit trust account affected by such transfer shall simultaneously be
28 transferred to an equivalent trust account of the successor landlord,
29 and the successor landlord shall promptly notify the tenant of the
30 transfer and of the name, address and location of the new depository.
31 The tenant's claim to any moneys paid under this section shall be prior
32 to that of any creditor of the landlord, including a trustee in
33 bankruptcy or receiver, even if such moneys are commingled.

34 (2) All moneys paid, in excess of two months' rent on the mobile
35 home lot, to the landlord by the tenant as a deposit as security for
36 performance of the tenant's obligations in a rental agreement shall be
37 deposited into an interest-bearing trust account for the particular
38 tenant. The interest accruing on the deposit in the account, minus

1 fees charged to administer the account, shall be paid to the tenant on
2 an annual basis. All other provisions of subsection (1) of this
3 section shall apply to deposits under this subsection.

4 **Sec. 16.** RCW 59.20.210 and 1984 c 58 s 8 are each amended to read
5 as follows:

6 (1) If at any time during the tenancy, the landlord fails to carry
7 out any of the duties imposed by RCW 59.20.130, and notice of the
8 defect is given to the landlord pursuant to RCW 59.20.200, the tenant
9 may submit to the landlord or the landlord's designated agent by
10 certified mail or in person at least two bids to perform the repairs
11 necessary to correct the defective condition from licensed or
12 registered persons, or if no licensing or registration requirement
13 applies to the type of work to be performed, from responsible persons
14 capable of performing such repairs. Such bids may be submitted to the
15 landlord at the same time as notice is given pursuant to RCW 59.20.200.

16 (2) If the landlord fails to commence repair of the defective
17 condition within a reasonable time after receipt of notice from the
18 tenant, the tenant may contract with the person submitting the lowest
19 bid to make the repair, and upon the completion of the repair and an
20 opportunity for inspection by the landlord or the landlord's designated
21 agent, the tenant may deduct the cost of repair from the rent in an
22 amount not to exceed the sum expressed in dollars representing one
23 month's rental of the tenant's mobile home space in any calendar year.
24 When, however, the landlord is required to begin remedying the
25 defective condition within thirty days under RCW 59.20.200, the tenant
26 cannot contract for repairs for at least fifteen days following receipt
27 of bids by the landlord. The total costs of repairs deducted by the
28 tenant in any calendar year under this subsection shall not exceed the
29 sum expressed in dollars representing one month's rental of the
30 tenant's mobile home space.

31 (3) Two or more tenants shall not collectively initiate remedies
32 under this section. Remedial action under this section shall not be
33 initiated for conditions in the design or construction existing in a
34 mobile home park before June 7, 1984.

35 (4) The provisions of this section shall not:

36 (a) Create a relationship of employer and employee between landlord
37 and tenant; or

38 (b) Create liability under the worker's compensation act; or

1 (c) Constitute the tenant as an agent of the landlord for the
2 purposes of ((RCW 60.04.010 and 60.04.040)) mechanics' and
3 materialmen's liens under chapter 60.04 RCW.

4 (5) Any repair work performed under this section shall comply with
5 the requirements imposed by any applicable code, statute, ordinance, or
6 rule. A landlord whose property is damaged because of repairs
7 performed in a negligent manner may recover the actual damages in an
8 action against the tenant.

9 (6) Nothing in this section shall prevent the tenant from agreeing
10 with the landlord to undertake the repairs in return for cash payment
11 or a reasonable reduction in rent, the agreement to be between the
12 parties, and this agreement does not alter the landlord's obligations
13 under this chapter.

14 **Sec. 17.** RCW 59.20.220 and 1984 c 58 s 9 are each amended to read
15 as follows:

16 (1) If a court or an arbitrator determines that:

17 (a) A landlord has failed to carry out a duty or duties imposed by
18 RCW 59.20.130; and

19 (b) A reasonable time has passed for the landlord to remedy the
20 defective condition following notice to the landlord under RCW
21 59.20.200 or such other time as may be allotted by the court or
22 arbitrator; the court or arbitrator may determine the diminution in
23 rental value of the property due to the defective condition and shall
24 render judgment against the landlord for the rent paid in excess of
25 such diminished rental value from the time of notice of such defect to
26 the time of decision and any costs of repair done pursuant to ((~~section~~
27 ~~4 of this act~~)) RCW 59.20.210 for which no deduction has been
28 previously made. Such decisions may be enforced as other judgments at
29 law and shall be available to the tenant as a set-off against any
30 existing or subsequent claims of the landlord.

31 The court or arbitrator may also authorize the tenant to contract
32 to make further corrective repairs. The court or arbitrator shall
33 specify a time period in which the landlord may make such repairs
34 before the tenant may contract for such repairs. Such repairs shall
35 not exceed the sum expressed in dollars representing one month's rental
36 of the tenant's mobile home space in any one calendar year.

37 (2) The tenant shall not be obligated to pay rent in excess of the
38 diminished rental value of the mobile home space until such defect or

1 defects are corrected by the landlord or until the court or arbitrator
2 determines otherwise.

3 NEW SECTION. **Sec. 18.** A new section is added to chapter 35.21 RCW
4 to read as follows:

5 (1) A city or town shall transmit a copy of any permit issued to a
6 tenant or the tenant's agent for a mobile home, manufactured home, or
7 park model installation in a mobile home park to the landlord.

8 (2) A city or town shall transmit a copy of any permit issued to a
9 person engaged in the business of moving or installing a mobile home,
10 manufactured home, or park model in a mobile home park to the tenant
11 and the landlord.

12 (3) As used in this section:

13 (a) "Landlord" has the same meaning as in RCW 59.20.030;

14 (b) "Mobile home park" has the same meaning as in RCW 59.20.030;

15 (c) "Mobile or manufactured home installation" has the same meaning
16 as in RCW 43.63B.010; and

17 (d) "Tenant" has the same meaning as in RCW 59.20.030.

18 NEW SECTION. **Sec. 19.** A new section is added to chapter 35A.21
19 RCW to read as follows:

20 (1) A code city shall transmit a copy of any permit issued to a
21 tenant or the tenant's agent for a mobile home, manufactured home, or
22 park model installation in a mobile home park to the landlord.

23 (2) A code city shall transmit a copy of any permit issued to a
24 person engaged in the business of moving or installing a mobile home,
25 manufactured home, or park model in a mobile home park to the tenant
26 and the landlord.

27 (3) As used in this section:

28 (a) "Landlord" has the same meaning as in RCW 59.20.030;

29 (b) "Mobile home park" has the same meaning as in RCW 59.20.030;

30 (c) "Mobile or manufactured home installation" has the same meaning
31 as in RCW 43.63B.010; and

32 (d) "Tenant" has the same meaning as in RCW 59.20.030.

33 NEW SECTION. **Sec. 20.** A new section is added to chapter 36.01 RCW
34 to read as follows:

1 (1) A county shall transmit a copy of any permit issued to a tenant
2 or the tenant's agent for a mobile home, manufactured home, or park
3 model installation in a mobile home park to the landlord.

4 (2) A county shall transmit a copy of any permit issued to a person
5 engaged in the business of moving or installing a mobile home,
6 manufactured home, or park model in a mobile home park to the tenant
7 and the landlord.

8 (3) As used in this section:

9 (a) "Landlord" has the same meaning as in RCW 59.20.030;

10 (b) "Mobile home park" has the same meaning as in RCW 59.20.030;

11 (c) "Mobile or manufactured home installation" has the same meaning
12 as in RCW 43.63B.010; and

13 (d) "Tenant" has the same meaning as in RCW 59.20.030.

14 NEW SECTION. **Sec. 21.** This act is necessary for the immediate
15 preservation of the public peace, health, or safety, or support of the
16 state government and its existing public institutions, and takes effect
17 July 1, 1999."

18 **HB 1378** - S COMM AMD

19 By Committee on Commerce, Trade, Housing & Financial Institutions

20 ADOPTED 4/12/99

21 In line 2 of the title, after "relations;" strike the remainder the
22 title and insert "amending RCW 59.20.010, 59.20.030, 59.20.040,
23 59.20.050, 59.20.070, 59.20.073, 59.20.074, 59.20.075, 59.20.080,
24 59.20.130, 59.20.135, 59.20.145, 59.20.150, 59.20.170, 59.20.210, and
25 59.20.220; reenacting and amending RCW 59.20.060; adding a new section
26 to chapter 35.21 RCW; adding a new section to chapter 35A.21 RCW;
27 adding a new section to chapter 36.01 RCW; providing an effective date;
28 and declaring an emergency."

--- END ---