
SENATE BILL 5497

State of Washington

62nd Legislature

2011 Regular Session

By Senators Sheldon, Pflug, and Carrell

Read first time 01/27/11. Referred to Committee on Financial Institutions, Housing & Insurance.

1 AN ACT Relating to the removal of a mobile home, manufactured home,
2 or park model from a mobile home park after default; and amending RCW
3 59.20.074.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 **Sec. 1.** RCW 59.20.074 and 1999 c 359 s 8 are each amended to read
6 as follows:

7 (1) A secured party who has a security interest in a mobile home,
8 manufactured home, or park model that is located within a mobile home
9 park and who has a right to possession of the mobile home, manufactured
10 home, or park model under RCW ((~~62A.9-503~~)) 62A.9A-609, shall be liable
11 to the landlord from the date the secured party receives written notice
12 by certified mail, return receipt requested, for rent for occupancy of
13 the mobile home space under the same terms the tenant was paying prior
14 to repossession, and any other reasonable expenses incurred after the
15 receipt of the notice, until disposition of the mobile home,
16 manufactured home, or park model under RCW ((~~62A.9-504~~)) 62A.9A-610.
17 The notice of default by a tenant must state the amount of rent and the
18 amount and nature of any reasonable expenses that the secured party is

1 liable for payment to the landlord. The notice must also state that
2 the secured party will be provided a copy of the rental agreement
3 previously signed by the tenant and the landlord upon request.

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

6 (3) As used in this section, "security interest" shall have the
7 same meaning as this term is defined in RCW 62A.1-201, and "secured
8 party" shall have the same meaning as this term is defined in RCW
9 (~~62A.9-105~~) 62A.9A-102.

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

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

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

30 (7) A secured party who has a right to possession of the mobile
31 home, manufactured home, or park model under RCW 62A.9A-609 is
32 responsible for removing the home or park model from the mobile home
33 park.

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