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**HOUSE BILL 1012**

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**State of Washington****64th Legislature****2015 Regular Session****By Representatives Appleton and Ormsby**

Prefiled 12/08/14. Read first time 01/12/15. Referred to Committee on Judiciary.

1       AN ACT Relating to the duties and obligations of manufactured/  
2 mobile home community landlords; amending RCW 59.20.045, 59.20.070,  
3 and 59.20.130; creating a new section; and prescribing penalties.

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

5       NEW SECTION. **Sec. 1.** (1) The legislature finds that there are  
6 factors unique to the relationship between a manufactured/mobile home  
7 tenant and manufactured/mobile home community landlord that can lead  
8 to inequality of treatment. Some landlords are out-of-state absentee  
9 owners who exercise limited oversight over day-to-day park  
10 operations. Because of the difficulty and expense in moving and  
11 relocating a manufactured/mobile home, some landlords have little or  
12 no incentive to address certain tenant complaints concerning  
13 landlords using intimidation, threats, or other unwarranted behavior  
14 against tenants.

15       (2) The legislature further finds that because of the inequality  
16 of the bargaining position of the parties, favoritism may be shown to  
17 certain persons or tenants over other persons or tenants; instead,  
18 manufactured/mobile home parks should be properly maintained and  
19 operated in a manner that is fair, equitable, without intimidation or  
20 abuse, and nonretaliatory to all tenants.

1       **Sec. 2.** RCW 59.20.045 and 1993 c 66 s 18 are each amended to  
2 read as follows:

3       Rules and the provisions of a rental agreement are enforceable  
4 against a tenant only if:

5       (1) Their purpose is to promote the convenience, health, safety,  
6 or welfare of the residents, protect and preserve the premises from  
7 abusive use, or make a fair distribution of services and facilities  
8 made available for the tenants generally;

9       (2) They are reasonably related to the purpose for which they are  
10 adopted or agreed to;

11       (3) They apply to all tenants in a fair manner;

12       (4) They are not for the purpose of evading an obligation of the  
13 landlord; and

14       (5) They are not retaliatory or discriminatory in nature.

15       **Sec. 3.** RCW 59.20.070 and 2012 c 213 s 2 are each amended to  
16 read as follows:

17       A landlord, and the landlord's manager or employees, shall not:

18       (1) Deny any tenant the right to sell such tenant's mobile home,  
19 manufactured home, or park model within a park, or prohibit, in any  
20 manner, any tenant from posting on the tenant's manufactured/mobile  
21 home or park model, or on the rented mobile home lot, a commercially  
22 reasonable "for sale" sign or any similar sign designed to advertise  
23 the sale of the manufactured/mobile home or park model. In addition,  
24 a landlord shall not require the removal of the mobile home,  
25 manufactured home, or park model from the park because of the sale  
26 thereof. Requirements for the transfer of the rental agreement are in  
27 RCW 59.20.073. Nothing in this subsection prohibits a landlord from  
28 enforcing reasonable rules or restrictions regarding the placement of  
29 "for sale" signs on the tenant's manufactured/mobile home or park  
30 model, or on the rented mobile home lot, if (a) the main purpose of  
31 the rules or restrictions is to protect the safety of park tenants or  
32 residents and (b) the rules or restrictions comply with RCW  
33 59.20.045. The landlord may restrict the number of "for sale" signs  
34 on the lot to two and may restrict the size of the signs to conform  
35 to those in common use by home sale businesses;

36       (2) Restrict the tenant's freedom of choice in purchasing goods  
37 or services but may reserve the right to approve or disapprove any  
38 exterior structural improvements on a mobile home space: PROVIDED,  
39 That door-to-door solicitation in the mobile home park may be

1 restricted in the rental agreement. Door-to-door solicitation does  
2 not include public officials or candidates for public office meeting  
3 or distributing information to tenants in accordance with subsection  
4 (3) or (4) of this section;

5 (3) Prohibit the distribution of information or meetings by  
6 tenants of the mobile home park to discuss mobile home living and  
7 affairs, including political caucuses or forums for or speeches of  
8 public officials or candidates for public office, or meetings of  
9 organizations that represent the interest of tenants in the park,  
10 held in a tenant's home or any of the park community or recreation  
11 halls if these halls are open for the use of the tenants, conducted  
12 at reasonable times and in an orderly manner on the premises, nor  
13 penalize any tenant for participation in such activities;

14 (4) Prohibit a public official or candidate for public office  
15 from meeting with or distributing information to tenants in their  
16 individual mobile homes, manufactured homes, or park models, nor  
17 penalize any tenant for participating in these meetings or receiving  
18 this information;

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

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

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

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

31 (d) Participation or membership in any homeowners association or  
32 group;

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

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

1       (8) Prevent the entry or require the removal of a mobile home,  
2 manufactured home, or park model for the sole reason that the mobile  
3 home has reached a certain age. Nothing in this subsection shall  
4 limit a landlords' right to exclude or expel a mobile home,  
5 manufactured home, or park model for any other reason, including but  
6 not limited to, failure to comply with fire, safety, and other  
7 provisions of local ordinances and state laws relating to mobile  
8 homes, manufactured homes, and park models, as long as the action  
9 conforms to this chapter or any other relevant statutory provision;

10      (9) Communicate with a tenant, a tenant's family member, or guest  
11 in such a manner as to harass, intimidate, threaten, or embarrass  
12 including, but not limited to, communication at an unreasonable hour,  
13 with unreasonable frequency, by threats of force or violence, by  
14 threats of criminal prosecution, or by use of offensive language;

15      (10) Display a firearm or weapon while communicating with a  
16 tenant, a tenant's family member, or guest, or when on the tenant's  
17 mobile home lot;

18      (11) Take, damage, or interfere with the property of a tenant, a  
19 tenant's family member, or guest including, but not limited to, the  
20 tenant's manufactured/mobile home, improvements purchased and  
21 installed by a tenant on a mobile home lot, motor vehicles, or other  
22 property provided by the landlord for the use of the tenant located  
23 within the tenant's mobile home lot;

24      (12) Threaten to evict a tenant, terminate a rental agreement,  
25 increase rental or other tenant obligations, decrease services,  
26 modify park rules, or take any other action that cannot legally be  
27 taken or that is not intended to be taken;

28      (13) Communicate with the tenant and represent or imply that the  
29 existing obligations of the tenant may be or have been increased by  
30 the addition of attorneys' fees, service fees, or any other fees or  
31 charges when such fees or charges may not legally be added to the  
32 existing obligations of the tenant; or

33      (14) Contact or threaten to contact federal, state, or local law  
34 enforcement officials to harass, intimidate, or threaten a tenant, a  
35 tenant's family member, or guest.

36      A violation of this section subjects the landlord to either  
37 actual damages or statutory damages of not less than two hundred  
38 fifty dollars or more than one thousand dollars per violation per  
39 day, whichever is greater.

1       **Sec. 4.** RCW 59.20.130 and 1999 c 359 s 11 are each amended to  
2 read as follows:

3           It shall be the duty of the landlord to:

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

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

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

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

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

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

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

1 reasonable effort to notify the tenant of their intention of entry  
2 upon the land which a mobile home, manufactured home, or park model  
3 is located prior to entry;

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

7       (9) Maintain roads within the mobile home park in good condition;  
8 ((and))

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

13       (11) Post regular office hours at the mobile home park's office  
14 or at the owner or manager's mobile home lot stating when the office  
15 is to be staffed, and post an emergency number for times when the  
16 mobile home park's office is not open for business; and

17       (12) Maintain a contemporaneous written log of all complaints  
18 raised by tenants at the time the complaint is brought to the  
19 landlord's attention. The log must show the date and time of the  
20 complaint, the name and mobile home lot designation of the tenant  
21 raising the complaint, the nature of the complaint, the action  
22 promised by the landlord, and the date and time the promised action  
23 was completed.

24       A landlord shall not have a duty to repair a defective condition  
25 under this section, nor shall any defense or remedy be available to  
26 the tenant under this chapter, if the defective condition complained  
27 of was caused by the conduct of the tenant, the tenant's family,  
28 invitee, or other person acting under the tenant's control, or if a  
29 tenant unreasonably fails to allow the landlord access to the  
30 property for purposes of repair.

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