
SENATE BILL 5216

State of Washington

64th Legislature

2015 Regular Session

By Senators Warnick and Benton

Read first time 01/15/15. Referred to Committee on Financial Institutions & Insurance.

1 AN ACT Relating to modifying rental agreement renewal
2 requirements under the manufactured/mobile home landlord-tenant act;
3 and amending RCW 59.20.050, 59.20.090, and 59.20.080.

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

5 **Sec. 1.** RCW 59.20.050 and 1999 c 359 s 4 are each amended to
6 read as follows:

7 (1) No landlord may offer a mobile home lot for rent to anyone
8 without offering a written rental agreement for a term of one year or
9 more. No landlord may offer to anyone any rental agreement for a term
10 of one year or more for which the monthly rental is greater, or the
11 terms of payment or other material conditions more burdensome to the
12 tenant, than any month-to-month rental agreement also offered to such
13 tenant or prospective tenant. Anyone who desires to occupy a mobile
14 home lot for other than a term of one year or more may have the
15 option to be on a month-to-month basis but must waive, in writing,
16 the right to such one year or more term: PROVIDED, That annually, at
17 any anniversary date of the tenancy the tenant may require that the
18 landlord provide a written rental agreement for a term of one year.
19 No landlord shall allow a mobile home, manufactured home, or park
20 model to be moved into a mobile home park in this state until a
21 written rental agreement has been signed by and is in the possession

1 of the parties: PROVIDED, That if the landlord allows the tenant to
2 move a mobile home, manufactured home, or park model into a mobile
3 home park without obtaining a written rental agreement for a term of
4 one year or more, or a written waiver of the right to a one-year term
5 or more, the term of the tenancy shall be deemed to be for one year
6 from the date of occupancy of the mobile home lot((+)).

7 (2) The requirements of subsection (1) of this section shall not
8 apply if:

9 (a) The mobile home park or part thereof has been acquired or is
10 under imminent threat of condemnation for a public works
11 project((τ))i or

12 (b) An employer-employee relationship exists between a landlord
13 and tenant((+)

14 ~~(3) The provisions of this section shall apply to any tenancy~~
15 ~~upon expiration of the term of any oral or written rental agreement~~
16 ~~governing such tenancy)).~~

17 **Sec. 2.** RCW 59.20.090 and 2010 c 8 s 19034 are each amended to
18 read as follows:

19 (1) Unless otherwise agreed, rental agreements shall be for a
20 term of one year. Any rental agreement ~~((of whatever duration shall~~
21 ~~be automatically renewed for the term of the original rental~~
22 ~~agreement, unless a different specified term is agreed upon))~~
23 provided by the landlord to continue a tenancy at the expiration of
24 the original rental agreement must conform to RCW 59.20.050. If the
25 landlord chooses not to provide a written rental agreement for
26 renewal, the current rental agreement in its entirety, including any
27 previously notified rental increase or changes, renews automatically
28 for (a) a term equal to the expiring term if the expiring term is one
29 year or less or (b) a term of one year if the expiring term is more
30 than one year.

31 (2) A landlord seeking to increase the rent or change other
32 material terms of a rental agreement upon expiration of the term of a
33 rental agreement of any duration shall notify the tenant in writing
34 three months prior to the effective date of any increase in rent or
35 change in a rental agreement.

36 (3)(a) A tenant shall notify the landlord in writing one month
37 prior to the expiration of a rental agreement of an intention not to
38 renew. After such notice, automatic renewal of the rental agreement
39 outlined in subsection (1) of this section is precluded.

1 (b) A landlord shall notify the tenant in writing of an intention
2 not to renew three months prior to the expiration of a rental
3 agreement. After such notice to the tenant: Automatic renewal of the
4 rental agreement outlined in subsection (1) of this section is
5 precluded; the landlord may not impose a rental increase for the
6 tenant subject to the notice; and, after the three-month notice
7 period, the tenant is considered a month-to-month tenant on the same
8 terms for a limited period in which the tenancy must be terminated
9 and the space must be vacated by the end of twelve months.

10 (4)(a) The tenant may terminate the rental agreement upon thirty
11 days written notice whenever a change in the location of the tenant's
12 employment requires a change in his or her residence, and shall not
13 be liable for rental following such termination unless after due
14 diligence and reasonable effort the landlord is not able to rent the
15 mobile home lot at a fair rental. If the landlord is not able to rent
16 the lot, the tenant shall remain liable for the rental specified in
17 the rental agreement until the lot is rented or the original term
18 ends.

19 (b) Any tenant who is a member of the armed forces, including the
20 national guard and armed forces reserves, or that tenant's spouse or
21 dependent, may terminate a rental agreement with less than thirty
22 days notice if the tenant receives reassignment or deployment orders
23 which do not allow greater notice. The tenant shall provide notice of
24 the reassignment or deployment order to the landlord no later than
25 seven days after receipt.

26 **Sec. 3.** RCW 59.20.080 and 2012 c 213 s 4 are each amended to
27 read as follows:

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

31 (a) Substantial violation, or repeated or periodic violations, of
32 an enforceable rule of the mobile home park as established by the
33 landlord at the inception of the tenancy or as assumed subsequently
34 with the consent of the tenant or for violation of the tenant's
35 duties as provided in RCW 59.20.140. The tenant shall be given
36 written notice to cease the rule violation immediately. The notice
37 shall state that failure to cease the violation of the rule or any
38 subsequent violation of that or any other rule shall result in
39 termination of the tenancy, and that the tenant shall vacate the

1 premises within fifteen days: PROVIDED, That for a periodic violation
2 the notice shall also specify that repetition of the same violation
3 shall result in termination: PROVIDED FURTHER, That in the case of a
4 violation of a "material change" in park rules with respect to pets,
5 tenants with minor children living with them, or recreational
6 facilities, the tenant shall be given written notice under this
7 chapter of a six month period in which to comply or vacate;

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

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

15 (d) Failure of the tenant to comply with local ordinances and
16 state laws and regulations relating to mobile homes, manufactured
17 homes, or park models or mobile home, manufactured homes, or park
18 model living within a reasonable time after the tenant's receipt of
19 notice of such noncompliance from the appropriate governmental
20 agency;

21 (e) Change of land use of the mobile home park including, but not
22 limited to, conversion to a use other than for mobile homes,
23 manufactured homes, or park models or conversion of the mobile home
24 park to a mobile home park cooperative or mobile home park
25 subdivision. The landlord shall give the tenants twelve months'
26 notice in advance of the effective date of such change;

27 (f) Service of notice of intention not to renew by either the
28 landlord or tenant. If the tenant serves notice of nonrenewal as
29 provided in RCW 59.20.090(3)(a), the tenant must vacate the premises
30 by the expiration of the rental agreement. If the landlord serves a
31 notice of nonrenewal as provided in RCW 59.20.090(3)(b), the tenant
32 must vacate the premises within twelve months following the
33 expiration of the rental agreement;

34 (g) Engaging in "criminal activity." "Criminal activity" means a
35 criminal act defined by statute or ordinance that threatens the
36 health, safety, or welfare of the tenants. A park owner seeking to
37 evict a tenant or occupant under this subsection need not produce
38 evidence of a criminal conviction, even if the alleged misconduct
39 constitutes a criminal offense. Notice from a law enforcement agency
40 of criminal activity constitutes sufficient grounds, but not the only

1 grounds, for an eviction under this subsection. Notification of the
2 seizure of illegal drugs under RCW 59.20.155 is evidence of criminal
3 activity and is grounds for an eviction under this subsection. The
4 requirement that any tenant or occupant register as a sex offender
5 under RCW 9A.44.130 is grounds for eviction of the sex offender under
6 this subsection. If criminal activity is alleged to be a basis of
7 termination, the park owner may proceed directly to an unlawful
8 detainer action;

9 ~~((g))~~ (h) The tenant's application for tenancy contained a
10 material misstatement that induced the park owner to approve the
11 tenant as a resident of the park, and the park owner discovers and
12 acts upon the misstatement within one year of the time the resident
13 began paying rent;

14 ~~((h))~~ (i) If the landlord serves a tenant three fifteen-day
15 notices within a twelve-month period to comply or vacate for failure
16 to comply with the material terms of the rental agreement or an
17 enforceable park rule. The applicable twelve-month period shall
18 commence on the date of the first violation;

19 ~~((i))~~ (j) Failure of the tenant to comply with obligations
20 imposed upon tenants by applicable provisions of municipal, county,
21 and state codes, statutes, ordinances, and regulations, including
22 this chapter. The landlord shall give the tenant written notice to
23 comply immediately. The notice must state that failure to comply will
24 result in termination of the tenancy and that the tenant shall vacate
25 the premises within fifteen days;

26 ~~((j))~~ (k) The tenant engages in disorderly or substantially
27 annoying conduct upon the park premises that results in the
28 destruction of the rights of others to the peaceful enjoyment and use
29 of the premises. The landlord shall give the tenant written notice to
30 comply immediately. The notice must state that failure to comply will
31 result in termination of the tenancy and that the tenant shall vacate
32 the premises within fifteen days;

33 ~~((k))~~ (l) The tenant creates a nuisance that materially affects
34 the health, safety, and welfare of other park residents. The landlord
35 shall give the tenant written notice to cease the conduct that
36 constitutes a nuisance immediately. The notice must describe the
37 nuisance and state (i) what the tenant must do to cease the nuisance
38 and (ii) that failure to cease the conduct will result in termination
39 of the tenancy and that the tenant shall vacate the premises in five
40 days;

1 (~~(l)~~) (m) Any other substantial just cause that materially
2 affects the health, safety, and welfare of other park residents. The
3 landlord shall give the tenant written notice to comply immediately.
4 The notice must describe the harm caused by the tenant, describe what
5 the tenant must do to comply and to discontinue the harm, and state
6 that failure to comply will result in termination of the tenancy and
7 that the tenant shall vacate the premises within fifteen days; or

8 (~~(m)~~) (n) Failure to pay rent by the due date provided for in
9 the rental agreement three or more times in a twelve-month period,
10 commencing with the date of the first violation, after service of a
11 five-day notice to comply or vacate.

12 (2) Within five days of a notice of eviction as required by
13 subsection (1)(a) of this section, the landlord and tenant shall
14 submit any dispute to mediation. The parties may agree in writing to
15 mediation by an independent third party or through industry mediation
16 procedures. If the parties cannot agree, then mediation shall be
17 through industry mediation procedures. A duty is imposed upon both
18 parties to participate in the mediation process in good faith for a
19 period of ten days for an eviction under subsection (1)(a) of this
20 section. It is a defense to an eviction under subsection (1)(a) of
21 this section that a landlord did not participate in the mediation
22 process in good faith.

23 (3) Chapters 59.12 and 59.18 RCW govern the eviction of
24 recreational vehicles, as defined in RCW 59.20.030, from mobile home
25 parks. This chapter governs the eviction of mobile homes,
26 manufactured homes, park models, and recreational vehicles used as a
27 primary residence from a mobile home park.

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