

SHB 1582 - H AMD 242

By Representative Gregerson

ADOPTED 03/12/2019

1 Strike everything after the enacting clause and insert the
2 following:

3 **"Sec. 1.** RCW 59.20.030 and 2008 c 116 s 2 are each amended to
4 read as follows:

5 For purposes of this chapter:

6 (1) "Abandoned" as it relates to a mobile home, manufactured
7 home, or park model owned by a tenant in a mobile home park, mobile
8 home park cooperative, or mobile home park subdivision or tenancy in
9 a mobile home lot means the tenant has defaulted in rent and by
10 absence and by words or actions reasonably indicates the intention
11 not to continue tenancy;

12 (2) "Eligible organization" includes local governments, local
13 housing authorities, nonprofit community or neighborhood-based
14 organizations, federally recognized Indian tribes in the state of
15 Washington, and regional or statewide nonprofit housing assistance
16 organizations;

17 (3) "Housing and low-income assistance organization" means an
18 organization that provides tenants living in mobile home parks,
19 manufactured housing communities, and manufactured/mobile home
20 communities with information about their rights and other pertinent
21 information;

22 (4) "Housing authority" or "authority" means any of the public
23 body corporate and politic created in RCW 35.82.030;

24 (~~(4)~~) (5) "Landlord" means the owner of a mobile home park and
25 includes the agents of a landlord;

26 (~~(5)~~) (6) "Local government" means a town government, city
27 government, code city government, or county government in the state
28 of Washington;

29 (~~(6)~~) (7) "Manufactured home" means a single-family dwelling
30 built according to the United States department of housing and urban
31 development manufactured home construction and safety standards act,
32 which is a national preemptive building code. A manufactured home

1 also: (a) Includes plumbing, heating, air conditioning, and
2 electrical systems; (b) is built on a permanent chassis; and (c) can
3 be transported in one or more sections with each section at least
4 eight feet wide and forty feet long when transported, or when
5 installed on the site is three hundred twenty square feet or greater;

6 ~~((7))~~ (8) "Manufactured/mobile home" means either a
7 manufactured home or a mobile home;

8 ~~((8))~~ (9) "Mobile home" means a factory-built dwelling built
9 prior to June 15, 1976, to standards other than the United States
10 department of housing and urban development code, and acceptable
11 under applicable state codes in effect at the time of construction or
12 introduction of the home into the state. Mobile homes have not been
13 built since the introduction of the United States department of
14 housing and urban development manufactured home construction and
15 safety act;

16 ~~((9))~~ (10) "Mobile home lot" means a portion of a mobile home
17 park or manufactured housing community designated as the location of
18 one mobile home, manufactured home, or park model and its accessory
19 buildings, and intended for the exclusive use as a primary residence
20 by the occupants of that mobile home, manufactured home, or park
21 model;

22 ~~((10))~~ (11) "Mobile home park," "manufactured housing
23 community," or "manufactured/mobile home community" means any real
24 property which is rented or held out for rent to others for the
25 placement of two or more mobile homes, manufactured homes, or park
26 models for the primary purpose of production of income, except where
27 such real property is rented or held out for rent for seasonal
28 recreational purpose only and is not intended for year-round
29 occupancy;

30 ~~((11))~~ (12) "Mobile home park cooperative" or "manufactured
31 housing cooperative" means real property consisting of common areas
32 and two or more lots held out for placement of mobile homes,
33 manufactured homes, or park models in which both the individual lots
34 and the common areas are owned by an association of shareholders
35 which leases or otherwise extends the right to occupy individual lots
36 to its own members;

37 ~~((12))~~ (13) "Mobile home park subdivision" or "manufactured
38 housing subdivision" means real property, whether it is called a
39 subdivision, condominium, or planned unit development, consisting of
40 common areas and two or more lots held for placement of mobile homes,

1 manufactured homes, or park models in which there is private
2 ownership of the individual lots and common, undivided ownership of
3 the common areas by owners of the individual lots;

4 ~~((13))~~ (14) "Notice of sale" means a notice required under RCW
5 59.20.300 to be delivered to all tenants of a manufactured/mobile
6 home community and other specified parties within fourteen days after
7 the date on which any advertisement, multiple listing, or public
8 notice advertises that a manufactured/mobile home community is for
9 sale;

10 ~~((14))~~ (15) "Park model" means a recreational vehicle intended
11 for permanent or semi-permanent installation and is used as a primary
12 residence;

13 ~~((15))~~ (16) "Qualified sale of manufactured/mobile home
14 community" means the sale, as defined in RCW 82.45.010, of land and
15 improvements comprising a manufactured/mobile home community that is
16 transferred in a single purchase to a qualified tenant organization
17 or to an eligible organization for the purpose of preserving the
18 property as a manufactured/mobile home community;

19 ~~((16))~~ (17) "Qualified tenant organization" means a formal
20 organization of tenants within a manufactured/mobile home community,
21 with the only requirement for membership consisting of being a
22 tenant;

23 ~~((17))~~ (18) "Recreational vehicle" means a travel trailer,
24 motor home, truck camper, or camping trailer that is primarily
25 designed and used as temporary living quarters, is either self-
26 propelled or mounted on or drawn by another vehicle, is transient, is
27 not occupied as a primary residence, and is not immobilized or
28 permanently affixed to a mobile home lot;

29 ~~((18))~~ (19) "Tenant" means any person, except a transient, who
30 rents a mobile home lot;

31 ~~((19))~~ (20) "Transient" means a person who rents a mobile home
32 lot for a period of less than one month for purposes other than as a
33 primary residence;

34 ~~((20))~~ (21) "Occupant" means any person, including a live-in
35 care provider, other than a tenant, who occupies a mobile home,
36 manufactured home, or park model and mobile home lot.

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

39 Rules are enforceable against a tenant only if:

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

5 (2) They are reasonably related to the purpose for which they are
6 adopted;

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

8 (4) They are not for the purpose of evading an obligation of the
9 landlord; (~~and~~)

10 (5) They are not retaliatory or discriminatory in nature; and

11 (6) With respect to any new or amended rules not contained within
12 the rental agreement:

13 (a) They only go into effect at the end of the term of the rental
14 agreement; and

15 (b) (i) The tenant has agreed, in writing, to the new or amended
16 rule; or

17 (ii) The tenant was provided at least ninety days' written notice
18 of the new or amended rule.

19 **Sec. 3.** RCW 59.20.050 and 1999 c 359 s 4 are each amended to
20 read as follows:

21 (1) No landlord may offer a mobile home lot for rent to anyone
22 without offering a written rental agreement for a term of (~~one~~) two
23 years or more. No landlord may offer to anyone any rental agreement
24 for a term of (~~one~~) two years or more for which the monthly rental
25 is greater, or the terms of payment or other material conditions more
26 burdensome to the tenant, than any month-to-month rental agreement
27 also offered to such tenant or prospective tenant. Anyone who desires
28 to occupy a mobile home lot for other than a term of (~~one~~) two
29 years or more may have the option to be on a month-to-month basis but
30 must waive, in writing, the right to such (~~one~~) two years or more
31 term: PROVIDED, That annually, at any anniversary date of the tenancy
32 the tenant may require that the landlord provide a written rental
33 agreement for a term of (~~one~~) two years. No landlord shall allow a
34 mobile home, manufactured home, or park model to be moved into a
35 mobile home park in this state until a written rental agreement has
36 been signed by and is in the possession of the parties: PROVIDED,
37 That if the landlord allows the tenant to move a mobile home,
38 manufactured home, or park model into a mobile home park without
39 obtaining a written rental agreement for a term of (~~one~~) two years

1 or more, or a written waiver of the right to a (~~one~~) two-year term
2 or more, the term of the tenancy shall be deemed to be for (~~one~~)
3 two years from the date of occupancy of the mobile home lot;

4 (2) The requirements of subsection (1) of this section shall not
5 apply if:

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

8 (b) An employer-employee relationship exists between a landlord
9 and tenant;

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

13 **Sec. 4.** RCW 59.20.060 and 2012 c 213 s 1 are each amended to
14 read as follows:

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

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

22 (b) Reasonable rules for guest parking which shall be clearly
23 stated;

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

25 (d) The name and address of the person who is the landlord, and
26 if such person does not reside in the state there shall also be
27 designated by name and address a person who resides in the county
28 where the mobile home park is located who is authorized to act as
29 agent for the purposes of service of notices and process. If no
30 designation is made of a person to act as agent, then the person to
31 whom rental payments are to be made shall be considered the agent;

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

34 (f) A forwarding address of the tenant or the name and address of
35 a person who would likely know the whereabouts of the tenant in the
36 event of an emergency or an abandonment of the mobile home,
37 manufactured home, or park model;

38 (g) (i) A covenant by the landlord that, except for acts or events
39 beyond the control of the landlord, the mobile home park will not be

1 converted to a land use that will prevent the space that is the
2 subject of the lease from continuing to be used for its intended use
3 for a period of (~~three~~) five years after the beginning of the term
4 of the rental agreement;

5 (ii) A rental agreement may, in the alternative, contain a
6 statement that: "The park may be sold or otherwise transferred at any
7 time with the result that subsequent owners may close the mobile home
8 park, or that the landlord may close the park at any time after the
9 required three-year closure notice as provided in RCW 59.20.080." The
10 covenant or statement required by this subsection must: (A) Appear in
11 print that is in bold face and is larger than the other text of the
12 rental agreement; (B) be set off by means of a box, blank space, or
13 comparable visual device; and (C) be located directly above the
14 tenant's signature on the rental agreement(~~(-)~~);

15 (h) A copy of a closure notice, as required in RCW 59.20.080, if
16 such notice is in effect;

17 (i) The terms and conditions under which any deposit or portion
18 thereof may be withheld by the landlord upon termination of the
19 rental agreement if any moneys are paid to the landlord by the tenant
20 as a deposit or as security for performance of the tenant's
21 obligations in a rental agreement;

22 (~~(i)~~) (j) A listing of the utilities, services, and facilities
23 which will be available to the tenant during the tenancy and the
24 nature of the fees, if any, to be charged together with a statement
25 that, in the event any utilities, services, or facilities are changed
26 to be charged independent of the rent, discontinued or eliminated
27 during the term of the rental agreement, the landlord agrees to
28 decrease the amount of rent charged proportionately;

29 (~~(j)~~) (k) A written description, picture, plan, or map of the
30 boundaries of a mobile home space sufficient to inform the tenant of
31 the exact location of the tenant's space in relation to other
32 tenants' spaces;

33 (~~(k)~~) (l) A written description, picture, plan, or map of the
34 location of the tenant's responsibility for utility hook-ups,
35 consistent with RCW 59.20.130(6);

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

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

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

3 (o) A written statement containing accurate historical
4 information regarding the past five years' rental amount charged for
5 the lot or space.

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

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

12 (b) Which authorizes the towing or impounding of a vehicle except
13 upon notice to the owner thereof or the tenant whose guest is the
14 owner of the vehicle;

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

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

32 (e) Allowing the landlord to charge an "entrance fee" or an "exit
33 fee." However, an entrance fee may be charged as part of a continuing
34 care contract as defined in RCW 70.38.025;

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

39 (g) By which the tenant agrees to waive or forego homestead
40 rights provided by chapter 6.13 RCW. This subsection shall not

1 prohibit such waiver after a default in rent so long as such waiver
2 is in writing signed by the husband and wife or by an unmarried
3 claimant and in consideration of the landlord's agreement not to
4 terminate the tenancy for a period of time specified in the waiver if
5 the landlord would be otherwise entitled to terminate the tenancy
6 under this chapter; or

7 (h) By which, at the time the rental agreement is entered into,
8 the landlord and tenant agree to the selection of a particular
9 arbitrator.

10 (3) Any provision prohibited under this section that is included
11 in a rental agreement is unenforceable.

12 **Sec. 5.** RCW 59.20.070 and 2012 c 213 s 2 are each amended to
13 read as follows:

14 A landlord shall not:

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

33 (2) Restrict the tenant's freedom of choice in purchasing goods
34 or services but may reserve the right to approve or disapprove any
35 exterior structural improvements on a mobile home space: PROVIDED,
36 That door-to-door solicitation in the mobile home park may be
37 restricted in the rental agreement. Door-to-door solicitation does
38 not include public officials, housing and low-income assistance
39 organizations, or candidates for public office meeting or

1 distributing information to tenants in accordance with subsection (3)
2 or (4) of this section;

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

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

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

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

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

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

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

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

37 (7) Remove or exclude a tenant from the premises unless this
38 chapter is complied with or the exclusion or removal is under an
39 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'~~) landlord's right to exclude or expel a mobile
5 home, manufactured home, or park model for any other reason,
6 including but not limited to, failure to comply with fire, safety,
7 and other provisions of local ordinances and state laws relating to
8 mobile homes, manufactured homes, and park models, as long as the
9 action conforms to this chapter or any other relevant statutory
10 provision.

11 **Sec. 6.** RCW 59.20.073 and 2012 c 213 s 3 are each amended to
12 read as follows:

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

16 (2) A tenant who sells a mobile home, manufactured home, or park
17 model within a park shall notify the landlord in writing of the date
18 of the intended sale and transfer of the rental agreement at least
19 fifteen days in advance of such intended transfer and shall notify
20 the buyer in writing of the provisions of this section. The tenant
21 shall verify in writing to the landlord payment of all taxes, rent,
22 and reasonable expenses due on the mobile home, manufactured home, or
23 park model and mobile home lot. The tenant shall notify the buyer of
24 all taxes, rent, and reasonable expenses due on the manufactured/
25 mobile home or park model and the mobile home lot.

26 (3) (~~The landlord shall notify the selling tenant, in writing,~~
27 ~~of a refusal to permit transfer of the rental agreement at least~~
28 ~~seven days in advance of such intended transfer.)) At least seven
29 days in advance of such intended transfer, the landlord shall:~~

30 (a) Notify the selling tenant, in writing, of a refusal to permit
31 transfer of the rental agreement; or

32 (b) If the landlord approves of the transfer, provide the buyer
33 with copies of the written rental agreement, the rules and
34 regulations, and all other documents related to the tenancy. A
35 landlord may not accept payment for rent or deposit from the buyer
36 until the landlord has provided the buyer with these copies.

37 (4) The landlord may require the mobile home, manufactured home,
38 or park model to meet applicable fire and safety standards if a state
39 or local agency responsible for the enforcement of fire and safety

1 standards has issued a notice of violation of those standards to the
2 tenant and those violations remain uncorrected. Upon correction of
3 the violation to the satisfaction of the state or local agency
4 responsible for the enforcement of that notice of violation, the
5 landlord's refusal to permit the transfer is deemed withdrawn.

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
9 writing. Consent to an assignment shall not be unreasonably withheld.

10 (6) Failure to notify the landlord in writing, as required under
11 subsection (2) of this section; or failure of the new tenant to make
12 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
15 assignment of the rental agreement, shall be grounds for disapproval
16 of such transfer.

17 **Sec. 7.** RCW 59.20.080 and 2012 c 213 s 4 are each amended to
18 read as follows:

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

22 (a) Substantial violation, or repeated or periodic violations, of
23 an enforceable rule of the mobile home park as established by the
24 landlord at the inception of the tenancy or as assumed subsequently
25 with the consent of the tenant or for violation of the tenant's
26 duties as provided in RCW 59.20.140. The tenant shall be given
27 written notice to cease the rule violation immediately. The notice
28 shall state that failure to cease the violation of the rule or any
29 subsequent violation of that or any other rule shall result in
30 termination of the tenancy, and that the tenant shall vacate the
31 premises within (~~fifteen~~) thirty days: PROVIDED, That for a
32 periodic violation the notice shall also specify that repetition of
33 the same violation shall result in termination: PROVIDED FURTHER,
34 That in the case of a violation of a "material change" in park rules
35 with respect to pets, tenants with minor children living with them,
36 or recreational facilities, the tenant shall be given written notice
37 under this chapter of a six month period in which to comply or
38 vacate;

1 (b) Nonpayment of rent or other charges specified in the rental
2 agreement, upon (~~five~~) fifteen days written notice to pay rent
3 and/or other charges or to vacate;

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

8 (d) Failure of the tenant to comply with local ordinances and
9 state laws and regulations relating to mobile homes, manufactured
10 homes, or park models or mobile home, manufactured homes, or park
11 model living within a reasonable time after the tenant's receipt of
12 notice of such noncompliance from the appropriate governmental
13 agency;

14 (e) Change of land use of the mobile home park including, but not
15 limited to, conversion to a use other than for mobile homes,
16 manufactured homes, or park models or conversion of the mobile home
17 park to a mobile home park cooperative or mobile home park
18 subdivision. The landlord shall give the tenants (~~twelve months'~~)
19 three years' notice in advance of the effective date of such change.
20 The three years' closure notice requirement does not apply if:

21 (i) The mobile home park or manufactured housing community has
22 been acquired for or is under imminent threat of condemnation;

23 (ii) The mobile home park or manufactured housing community is
24 sold to an organization comprised of park or community tenants, to a
25 nonprofit organization, to a local government, or to a housing
26 authority for the purpose of preserving the park or community; or

27 (iii) The landlord compensates the tenants for the loss of their
28 homes at their assessed value at any point during the three years'
29 notice period and prior to a change of use or sale of the property.
30 At such time as the compensation is paid, the tenant shall be given
31 written notice of at least ninety days in which to vacate, and the
32 tenant shall continue to pay rent for as much time as he or she
33 remains in the mobile home park or manufactured housing community;

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

14 (h) If the landlord serves a tenant three (~~fifteen-day~~) thirty-
15 day notices, each of which was valid under (a) of this subsection at
16 the time of service, within a twelve-month period to comply or vacate
17 for failure to comply with the material terms of the rental agreement
18 or an enforceable park rule, other than failure to pay rent by the
19 due date. The applicable twelve-month period shall commence on the
20 date of the first violation;

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

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

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

1 of the tenancy and that the tenant shall vacate the premises in five
2 days;

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

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

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

25 (3) Except for a tenant evicted under subsection (1)(c) or (f) of
26 this section, a tenant evicted from a mobile home park under this
27 section shall be allowed one hundred twenty days within which to sell
28 the tenant's mobile home, manufactured home, or park model in place
29 within the mobile home park: PROVIDED, That the tenant remains
30 current in the payment of rent incurred after eviction, and pays any
31 past due rent, reasonable attorneys' fees and court costs at the time
32 the rental agreement is assigned. The provisions of RCW 59.20.073
33 regarding transfer of rental agreements apply.

34 (4) Chapters 59.12 and 59.18 RCW govern the eviction of
35 recreational vehicles, as defined in RCW 59.20.030, from mobile home
36 parks. This chapter governs the eviction of mobile homes,
37 manufactured homes, park models, and recreational vehicles used as a
38 primary residence from a mobile home park.

1 **Sec. 8.** RCW 59.20.210 and 2013 c 23 s 117 are each amended to
2 read as follows:

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

14 (b) Upon receipt of any such bids, the landlord shall provide the
15 tenant with a copy of the notice regarding the manufactured/mobile
16 home dispute resolution program that the attorney general is required
17 to produce pursuant to RCW 59.30.030(3)(a) and that landlords are
18 required to post pursuant to RCW 59.30.030(3)(b)(i).

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

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

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

39 (a) Create a relationship of employer and employee between
40 landlord and tenant; or

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

2 (c) Constitute the tenant as an agent of the landlord for the
3 purposes of mechanics' and material suppliers' liens under chapter
4 60.04 RCW.

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

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

15 NEW SECTION. **Sec. 9.** A new section is added to chapter 59.20
16 RCW to read as follows:

17 (1) A court may order an unlawful detainer action to be of
18 limited dissemination for one or more persons if: (a) The court finds
19 that the plaintiff's case was sufficiently without basis in fact or
20 law; (b) the tenancy was reinstated by the court; or (c) other good
21 cause exists for limiting dissemination of the unlawful detainer
22 action.

23 (2) An order to limit dissemination of an unlawful detainer
24 action must be in writing.

25 (3) When an order for limited dissemination of an unlawful
26 detainer action has been entered with respect to a person, a tenant
27 screening service provider must not: (a) Disclose the existence of
28 that unlawful detainer action in a tenant screening report pertaining
29 to the person for whom dissemination has been limited, or (b) use the
30 unlawful detainer action as a factor in determining any score or
31 recommendation to be included in a tenant screening report pertaining
32 to the person for whom dissemination has been limited.

33 **Sec. 10.** RCW 59.21.030 and 2006 c 296 s 1 are each amended to
34 read as follows:

35 (1) The closure notice required by RCW 59.20.080 before park
36 closure or conversion of the park(~~(, whether twelve months or~~
37 ~~longer,)) shall be given to the director and all tenants in writing,
38 and posted at all park entrances.~~

1 (2) The closure notice required under RCW 59.20.080 must be in
2 substantially the following form:

3 "CLOSURE NOTICE TO TENANTS

4 NOTICE IS HEREBY GIVEN on the day of,, of
5 a conversion of this mobile home park or manufactured housing
6 community to a use other than for mobile homes, manufactured homes,
7 or park models, or of a conversion of the mobile home park or
8 manufactured housing community to a mobile home park cooperative or a
9 mobile home park subdivision. This change of use becomes effective on
10 the day of,, which is the date three years
11 after the date this closure notice is given.

12 PARK OR COMMUNITY MANAGEMENT OR OWNERSHIP INFORMATION:

13 For information during the period preceding the effective change
14 of use of this mobile home park or manufactured housing community on
15 the day of,, contact:

16 Name:

17 Address:

18 Telephone:

19 PURCHASER INFORMATION, if applicable:

20 Contact information for the purchaser of the mobile home park or
21 manufactured housing community property consists of the following:

22 Name:

23 Address:

24 Telephone:

25 PARK PURCHASE BY TENANT ORGANIZATIONS, if applicable:

26 The owner of this mobile home park or manufactured housing
27 community is willing to entertain an offer of purchase by an
28 organization or group consisting of park or community tenants or a
29 not-for-profit agency designated by the tenants. Tenants should
30 contact the park owner or park management with such an offer. For
31 assistance in forming an organization to purchase the park or
32 community and for possible financial resources to assist with such a
33 purchase, contact the Office of Mobile/Manufactured Home Relocation
34 Assistance within the Department of Commerce.

35 RELOCATION ASSISTANCE RESOURCES:

36 For information about the availability of relocation assistance,
37 contact the Office of Mobile/Manufactured Home Relocation Assistance
38 within the Department of Commerce."

39 (3) The closure notice required by RCW 59.20.080 must also meet
40 the following requirements:

1 (a) A copy of the closure notice must be provided with all
2 (~~month-to-month~~) rental agreements signed after the original park
3 closure notice date as required under RCW 59.20.060;

4 (b) Notice to the director must include: (i) A good faith
5 estimate of the timetable for removal of the mobile homes; (ii) the
6 reason for closure; and (iii) a list of the names and mailing
7 addresses of the current registered park tenants. Notice required
8 under this subsection must be sent to the director within ten
9 business days of the date notice was given to all tenants as required
10 by RCW 59.20.080; and

11 (c) Notice must be recorded in the office of the county auditor
12 for the county where the mobile home park is located.

13 (~~(2)~~) (4) The department must mail every tenant an application
14 and information on relocation assistance within ten business days of
15 receipt of the notice required in subsection (1) of this section.

16 NEW SECTION. **Sec. 11.** A new section is added to chapter 59.21
17 RCW to read as follows:

18 (1) The department shall produce and maintain on its web site
19 translated versions of the notice under RCW 59.21.030 in the top ten
20 languages spoken in Washington state and, at the discretion of the
21 department, other languages. The notice must be made available upon
22 request in printed form on one letter size paper, eight and one-half
23 by eleven inches, and in an easily readable font size.

24 (2) The department shall also provide on its web site information
25 on where tenants can access legal or advocacy resources, including
26 information on any immigrant and cultural organizations where tenants
27 can receive assistance in their primary language."

28 Correct the title.

EFFECT: Retains the underlying SHB, with the following additions
and changes:

(1) Provides exceptions to the 3 years' notice requirement if:
(a) The mobile home park has been acquired for or is under imminent
threat of condemnation; (b) the mobile home park is sold to an
organization of park tenants, a nonprofit organization, a local
government, or a housing authority for the purpose of preserving the
park; or (c) the landlord compensates the tenants for the loss of
their homes at their assessed value at any point during the notice
period and prior to a change of use or sale of the property.

(2) Specifies the form of the 3-year closure notice, and requires
the Department of Commerce to produce and maintain translated

versions of the notice in the top 10 languages spoken in the state on its web site.

(3) Strikes the provision that a rental agreement shall include, or be deemed to include: A limitation on the amount of rent increases tied to the CPI; and a requirement for 6 months' notice of rent increases.

(4) Amends the provision requiring rental agreements to include a 5 year rental history, by requiring a written statement with respect to this information, and strikes the requirement for a 2 year future rent projection.

(5) Excepts, from the provision requiring landlords to allow an evicted tenant 120 days within which to sell the home in place, tenants evicted for commission of crimes that threaten the health/safety/welfare of other park tenants, and tenants evicted for engaging in criminal activity.

(6) Strikes the section requiring that all notices under the MHLTA be in a language that the tenant understands.

(7) Requires that, upon receipt of bids to perform repairs that the landlord failed to carry out, the landlord shall provide the tenant with a copy of the notice regarding the dispute resolution program.

(8) Strikes the provision that allowed two or more tenants to collectively initiate remedies.

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