

ESHB 1582 - S COMM AMD

By Committee on Housing Stability & Affordability

OUT OF ORDER 04/17/2019

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,

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

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

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

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

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

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

38 ~~((12))~~ (13) "Mobile home park subdivision" or "manufactured
39 housing subdivision" means real property, whether it is called a
40 subdivision, condominium, or planned unit development, consisting of

1 common areas and two or more lots held for placement of mobile homes,
2 manufactured homes, or park models in which there is private
3 ownership of the individual lots and common, undivided ownership of
4 the common areas by owners of the individual lots;

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

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

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

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

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

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

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

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

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

1 Rules are enforceable against a tenant only if:

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

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

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

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

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

12 (6) With respect to any new or amended rules not contained within
13 the rental agreement, the tenant was provided at least thirty days'
14 written notice of the new or amended rule. The tenant must be
15 provided with at least three months to comply with the new or amended
16 rule after the thirty-day notice period. Within the three-month grace
17 period, any violation of the new or amended rule must result in a
18 warning only. After expiration of the three-month grace period, any
19 violation of the new or amended rule subjects the tenant to
20 termination of the tenancy as authorized under RCW 59.20.080(1)(a).

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

23 (1) Except as provided in this section and section 8 of this act,
24 no landlord may offer a mobile home lot for rent to anyone without
25 offering a written rental agreement for a term of ~~((one)) two years~~
26 or more. However, no rental agreement may be for a term of two years
27 or more if a two-year closure notice has been issued by the landlord
28 under RCW 59.20.080(1)(e). No landlord may offer to anyone any rental
29 agreement for a term of ~~((one)) two years~~ or more for which the
30 monthly rental is greater, or the terms of payment or other material
31 conditions more burdensome to the tenant, than any month-to-month
32 rental agreement also offered to such tenant or prospective tenant.
33 Anyone who desires to occupy a mobile home lot for other than a term
34 of ~~((one)) two years~~ or more may have the option to be on a month-to-
35 month basis but must waive, in writing, the right to such ~~((one)) two~~
36 years or more term: PROVIDED, That ~~((annually,))~~ at any anniversary
37 date of the tenancy, the ~~((tenant may require that the landlord~~
38 provide a)) written rental agreement ~~((for a term of one year))~~
39 automatically renews for a term of one year unless agreed to

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

11 (2) The requirements of subsection (1) of this section shall not
12 apply if:

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

15 (b) An employer-employee relationship exists between a landlord
16 and tenant;

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

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

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

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

29 (b) Reasonable rules for guest parking which shall be clearly
30 stated;

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

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

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

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

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

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

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

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

30 (~~(i)~~) (j) A listing of the utilities, services, and facilities
31 which will be available to the tenant during the tenancy and the
32 nature of the fees, if any, to be charged together with a statement
33 that, in the event any utilities, services, or facilities are changed
34 to be charged independent of the rent or are permanently discontinued
35 or eliminated during the term of the rental agreement, the landlord
36 agrees to decrease the amount of rent charged proportionately;

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

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

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

6 ~~(m))~~ (n) A statement of the expiration date of any conditional
7 use, temporary use, or other land use permit subject to a fixed
8 expiration date that is necessary for the continued use of the land
9 as a mobile home park; and

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

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

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

19 (b) Which authorizes the towing or impounding of a vehicle except
20 upon notice to the owner thereof or the tenant whose guest is the
21 owner of the vehicle;

22 (c) Which allows the landlord to alter the due date for rent
23 payment or increase the rent: (i) During the term of the rental
24 agreement if the term is less than ~~((one))~~ two years, or (ii) more
25 frequently than annually if the term is for ~~((one))~~ two years or
26 more: PROVIDED, That a rental agreement may include an escalation
27 clause for a pro rata share of any increase in the mobile home park's
28 real property taxes or utility assessments or charges, over the base
29 taxes or utility assessments or charges of the year in which the
30 rental agreement took effect, if the clause also provides for a pro
31 rata reduction in rent or other charges in the event of a reduction
32 in real property taxes or utility assessments or charges, below the
33 base year: PROVIDED FURTHER, That a rental agreement for a term
34 exceeding ~~((one))~~ two years may provide for annual increases in rent
35 in specified amounts or by a formula specified in such agreement. Any
36 rent increase authorized under this subsection (2)(c) that occurs
37 within a two-year closure notice period pursuant to RCW
38 59.20.080(1)(e) may not be more than one percentage point above the
39 United States consumer price index for all urban consumers, housing
40 component, published by the United States bureau of labor statistics

1 in the periodical "Monthly Labor Review and Handbook of Labor
2 Statistics" as established annually by the department of commerce;

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

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

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

12 (g) By which the tenant agrees to waive or forego homestead
13 rights provided by chapter 6.13 RCW. This subsection shall not
14 prohibit such waiver after a default in rent so long as such waiver
15 is in writing signed by the husband and wife or by an unmarried
16 claimant and in consideration of the landlord's agreement not to
17 terminate the tenancy for a period of time specified in the waiver if
18 the landlord would be otherwise entitled to terminate the tenancy
19 under this chapter; or

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

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

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

27 A landlord shall not:

28 (1) Deny any tenant the right to sell such tenant's mobile home,
29 manufactured home, or park model within a park, or prohibit, in any
30 manner, any tenant from posting on the tenant's manufactured/mobile
31 home or park model, or on the rented mobile home lot, a commercially
32 reasonable "for sale" sign or any similar sign designed to advertise
33 the sale of the manufactured/mobile home or park model. In addition,
34 a landlord shall not require the removal of the mobile home,
35 manufactured home, or park model from the park because of the sale
36 thereof. Requirements for the transfer of the rental agreement are in
37 RCW 59.20.073. Nothing in this subsection prohibits a landlord from
38 enforcing reasonable rules or restrictions regarding the placement of
39 "for sale" signs on the tenant's manufactured/mobile home or park

1 model, or on the rented mobile home lot, if (a) the main purpose of
2 the rules or restrictions is to protect the safety of park tenants or
3 residents and (b) the rules or restrictions comply with RCW
4 59.20.045. The landlord may restrict the number of "for sale" signs
5 on the lot to two and may restrict the size of the signs to conform
6 to those in common use by home sale businesses;

7 (2) Restrict the tenant's freedom of choice in purchasing goods
8 or services but may reserve the right to approve or disapprove any
9 exterior structural improvements on a mobile home space: PROVIDED,
10 That door-to-door solicitation in the mobile home park may be
11 restricted in the rental agreement. Door-to-door solicitation does
12 not include public officials, housing and low-income assistance
13 organizations, or candidates for public office meeting or
14 distributing information to tenants in accordance with subsection (3)
15 or (4) of this section;

16 (3) Prohibit the distribution of information or meetings by
17 tenants of the mobile home park to discuss mobile home living and
18 affairs, including political caucuses or forums for or speeches of
19 public officials or candidates for public office, meetings with
20 housing and low-income assistance organizations, or meetings of
21 organizations that represent the interest of tenants in the park,
22 held in a tenant's home or any of the park community or recreation
23 halls if these halls are open for the use of the tenants, conducted
24 at reasonable times and in an orderly manner on the premises, nor
25 penalize any tenant for participation in such activities;

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

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

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

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

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

5 (d) Participation or membership in any homeowners association or
6 group;

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

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

15 (8) Prevent the entry or require the removal of a mobile home,
16 manufactured home, or park model for the sole reason that the mobile
17 home has reached a certain age. Nothing in this subsection shall
18 limit a (~~landlords'~~) landlord's right to exclude or expel a mobile
19 home, manufactured home, or park model for any other reason,
20 including but not limited to, failure to comply with fire, safety,
21 and other provisions of local ordinances and state laws relating to
22 mobile homes, manufactured homes, and park models, as long as the
23 action conforms to this chapter or any other relevant statutory
24 provision.

25 **Sec. 6.** RCW 59.20.073 and 2012 c 213 s 3 are each amended to
26 read 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
32 of the intended sale and transfer of the rental agreement at least
33 fifteen days in advance of such intended transfer and shall notify
34 the buyer in writing of the provisions of this section. The tenant
35 shall verify in writing to the landlord payment of all taxes, rent,
36 and reasonable expenses due on the mobile home, manufactured home, or
37 park model and mobile home lot. The tenant shall notify the buyer of
38 all taxes, rent, and reasonable expenses due on the manufactured/
39 mobile home or park model and the mobile home lot.

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

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

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

12 (4) The landlord may require the mobile home, manufactured home,
13 or park model to meet applicable fire and safety standards if a state
14 or local agency responsible for the enforcement of fire and safety
15 standards has issued a notice of violation of those standards to the
16 tenant and those violations remain uncorrected. Upon correction of
17 the violation to the satisfaction of the state or local agency
18 responsible for the enforcement of that notice of violation, the
19 landlord's refusal to permit the transfer is deemed withdrawn.

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

24 (6) Failure to notify the landlord in writing, as required under
25 subsection (2) of this section; or failure of the new tenant to make
26 a good faith attempt to arrange an interview with the landlord to
27 discuss assignment of the rental agreement; or failure of the current
28 or new tenant to obtain written approval of the landlord for
29 assignment of the rental agreement, shall be grounds for disapproval
30 of such transfer.

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

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

36 (a) In accordance with RCW 59.20.045(6), substantial violation,
37 or repeated or periodic violations, of an enforceable rule of the
38 mobile home park as established by the landlord at the inception of
39 or during the tenancy (~~or as assumed subsequently with the consent~~

1 ~~of the tenant~~) or for violation of the tenant's duties as provided
2 in RCW 59.20.140. The tenant shall be given written notice to cease
3 the rule violation immediately. The notice shall state that failure
4 to cease the violation of the rule or any subsequent violation of
5 that or any other rule shall result in termination of the tenancy,
6 and that the tenant shall vacate the premises within (~~fifteen~~)
7 thirty days: PROVIDED, That for a periodic violation the notice shall
8 also specify that repetition of the same violation shall result in
9 termination: PROVIDED FURTHER, That in the case of a violation of a
10 "material change" in park rules with respect to pets, tenants with
11 minor children living with them, or recreational facilities, the
12 tenant shall be given written notice under this chapter of a six
13 month period in which to comply or vacate;

14 (b) Nonpayment of rent or other charges specified in the rental
15 agreement, upon (~~five~~) fourteen days written notice to pay rent
16 and/or other charges or to vacate;

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

21 (d) Failure of the tenant to comply with local ordinances and
22 state laws and regulations relating to mobile homes, manufactured
23 homes, or park models or mobile home, manufactured homes, or park
24 model living within a reasonable time after the tenant's receipt of
25 notice of such noncompliance from the appropriate governmental
26 agency;

27 (e) Change of land use of the mobile home park including, but not
28 limited to, closure of the mobile home park or conversion to a use
29 other than for mobile homes, manufactured homes, or park models or
30 conversion of the mobile home park to a mobile home park cooperative
31 or mobile home park subdivision. The landlord shall give the tenants
32 (~~twelve months'~~) two years' notice in advance of the effective date
33 of such change. The two years' closure notice requirement does not
34 apply if:

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

37 (ii) The mobile home park or manufactured housing community is
38 sold to an organization comprised of park or community tenants, to a
39 nonprofit organization, to a local government, or to a housing
40 authority for the purpose of preserving the park or community; or

1 (iii) The landlord compensates the tenants for the loss of their
2 homes at their assessed value, as determined by the county assessor
3 as of the date the closure notice is issued, at any point during the
4 two years' notice period and prior to a change of use or sale of the
5 property. At such time as the compensation is paid, the tenant shall
6 be given written notice of at least ninety days in which to vacate,
7 and the tenant shall continue to pay rent for as much time as he or
8 she remains in the mobile home park or manufactured housing
9 community;

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

25 (g) The tenant's application for tenancy contained a material
26 misstatement that induced the park owner to approve the tenant as a
27 resident of the park, and the park owner discovers and acts upon the
28 misstatement within one year of the time the resident began paying
29 rent;

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

37 (i) Failure of the tenant to comply with obligations imposed upon
38 tenants by applicable provisions of municipal, county, and state
39 codes, statutes, ordinances, and regulations, including this chapter.
40 The landlord shall give the tenant written notice to comply

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

4 (j) The tenant engages in disorderly or substantially annoying
5 conduct upon the park premises that results in the destruction of the
6 rights of others to the peaceful enjoyment and use of the premises.
7 The landlord shall give the tenant written notice to comply
8 immediately. The notice must state that failure to comply will result
9 in termination of the tenancy and that the tenant shall vacate the
10 premises within fifteen days;

11 (k) The tenant creates a nuisance that materially affects the
12 health, safety, and welfare of other park residents. The landlord
13 shall give the tenant written notice to cease the conduct that
14 constitutes a nuisance immediately. The notice must describe the
15 nuisance and state (i) what the tenant must do to cease the nuisance
16 and (ii) that failure to cease the conduct will result in termination
17 of the tenancy and that the tenant shall vacate the premises in five
18 days;

19 (l) Any other substantial just cause that materially affects the
20 health, safety, and welfare of other park residents. The landlord
21 shall give the tenant written notice to comply immediately. The
22 notice must describe the harm caused by the tenant, describe what the
23 tenant must do to comply and to discontinue the harm, and state that
24 failure to comply will result in termination of the tenancy and that
25 the tenant shall vacate the premises within fifteen days; or

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

30 (2) Within five days of a notice of eviction as required by
31 subsection (1)(a) of this section, the landlord and tenant shall
32 submit any dispute to mediation. The parties may agree in writing to
33 mediation by an independent third party or through industry mediation
34 procedures. If the parties cannot agree, then mediation shall be
35 through industry mediation procedures. A duty is imposed upon both
36 parties to participate in the mediation process in good faith for a
37 period of ten days for an eviction under subsection (1)(a) of this
38 section. It is a defense to an eviction under subsection (1)(a) of
39 this section that a landlord did not participate in the mediation
40 process in good faith.

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

10 (4) Chapters 59.12 and 59.18 RCW govern the eviction of
11 recreational vehicles, as defined in RCW 59.20.030, from mobile home
12 parks. This chapter governs the eviction of mobile homes,
13 manufactured homes, park models, and recreational vehicles used as a
14 primary residence from a mobile home park.

15 NEW SECTION. Sec. 8. A new section is added to chapter 59.20
16 RCW to read as follows:

17 Any landlord who has complied with the notice requirements under
18 RCW 59.20.080(1)(e) may provide a short-term rental agreement for a
19 recreational vehicle for any mobile home lot or space that is vacant
20 at the time of or becomes vacant after the notice of closure or
21 conversion is provided. The rental agreement term for such
22 recreational vehicles must be for no longer than the date on which
23 the mobile home park is officially closed. Any short-term rental
24 agreement provided under this section is not subject to the
25 provisions of this chapter. For purposes of this section, a
26 "recreational vehicle" does not mean a park model.

27 **Sec. 9.** RCW 59.20.210 and 2013 c 23 s 117 are each amended to
28 read as follows:

29 (1) (a) If at any time during the tenancy, the landlord fails to
30 carry out any of the duties imposed by RCW 59.20.130, and notice of
31 the defect is given to the landlord pursuant to RCW 59.20.200, the
32 tenant may submit to the landlord or the landlord's designated agent
33 by certified mail or in person at least two bids to perform the
34 repairs necessary to correct the defective condition from licensed or
35 registered persons, or if no licensing or registration requirement
36 applies to the type of work to be performed, from responsible persons
37 capable of performing such repairs. Such bids may be submitted to the

1 landlord at the same time as notice is given pursuant to RCW
2 59.20.200.

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

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

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

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

28 (a) Create a relationship of employer and employee between
29 landlord and tenant; or

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

31 (c) Constitute the tenant as an agent of the landlord for the
32 purposes of mechanics' and material suppliers' liens under chapter
33 60.04 RCW.

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

39 (6) Nothing in this section shall prevent the tenant from
40 agreeing with the landlord to undertake the repairs in return for

1 cash payment or a reasonable reduction in rent, the agreement to be
2 between the parties, and this agreement does not alter the landlord's
3 obligations under this chapter.

4 NEW SECTION. **Sec. 10.** A new section is added to chapter 59.20
5 RCW to read as follows:

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

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

14 (3) When an order for limited dissemination of an unlawful
15 detainer action has been entered with respect to a person, a tenant
16 screening service provider must not: (a) Disclose the existence of
17 that unlawful detainer action in a tenant screening report pertaining
18 to the person for whom dissemination has been limited, or (b) use the
19 unlawful detainer action as a factor in determining any score or
20 recommendation to be included in a tenant screening report pertaining
21 to the person for whom dissemination has been limited.

22 **Sec. 11.** RCW 59.21.030 and 2006 c 296 s 1 are each amended to
23 read as follows:

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

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

30 "CLOSURE NOTICE TO TENANTS

31 NOTICE IS HEREBY GIVEN on the day of,, of
32 a conversion of this mobile home park or manufactured housing
33 community to a use other than for mobile homes, manufactured homes,
34 or park models, or of a conversion of the mobile home park or
35 manufactured housing community to a mobile home park cooperative or a
36 mobile home park subdivision. This change of use becomes effective on
37 the day of,, which is the date two years
38 after the date this closure notice is given.

1 PARK OR COMMUNITY MANAGEMENT OR OWNERSHIP INFORMATION:

2 For information during the period preceding the effective change
3 of use of this mobile home park or manufactured housing community on
4 the day of,, contact:

5 Name:

6 Address:

7 Telephone:

8 PURCHASER INFORMATION, if applicable:

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

11 Name:

12 Address:

13 Telephone:

14 PARK PURCHASE BY TENANT ORGANIZATIONS, if applicable:

15 The owner of this mobile home park or manufactured housing
16 community may be willing to entertain an offer of purchase by an
17 organization or group consisting of park or community tenants or a
18 not-for-profit agency designated by the tenants. Tenants should
19 contact the park owner or park management with such an offer. Any
20 such offer must be made and accepted prior to closure, and the
21 timeline for closure remains unaffected by an offer. Acceptance of
22 any offer is at the discretion of the owner and is not a first right
23 of refusal.

24 RELOCATION ASSISTANCE RESOURCES:

25 For information about the availability of relocation assistance,
26 contact the Office of Mobile/Manufactured Home Relocation Assistance
27 within the Department of Commerce."

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

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

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

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

3 ((-2)) (4) The department must mail every tenant an application
4 and information on relocation assistance within ten business days of
5 receipt of the notice required in subsection (1) of this section.

6 NEW SECTION. **Sec. 12.** A new section is added to chapter 59.21
7 RCW to read as follows:

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

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

ESHB 1582 - S COMM AMD

By Committee on Housing Stability & Affordability

OUT OF ORDER 04/17/2019

18 On page 1, line 1 of the title, after "protections;" strike the
19 remainder of the title and insert "amending RCW 59.20.030, 59.20.045,
20 59.20.050, 59.20.060, 59.20.070, 59.20.073, 59.20.080, 59.20.210, and
21 59.21.030; adding new sections to chapter 59.20 RCW; and adding a new
22 section to chapter 59.21 RCW."

EFFECT: (1) Removes provisions requiring new or amended rules to
take effect at the end of the rental term and after written agreement
by the tenant, and requires a 30-day notice period for new or amended
park rules to take effect with a 3-month grace period before a
violation of the new or amended rules may occur.

(2) Prohibits a two-year rental agreement term after a 2-year
closure notice has been issued.

(3) Mandates that after a two-year rental agreement term, the
rental agreement automatically renews for a term of one year unless
agreed to otherwise by the parties.

(4) Modifies the option of the landlord to provide a covenant in
the rental agreement that the park will not be converted to a land
use that will impact current use of the lot under the tenancy for 4
years, instead of 5 years, after the rental agreement begins.

(5) Clarifies that a rental agreement must include a statement the landlord agrees to decrease the amount of rent charged proportionately when the utilities, services, or facilities are to be charged independently or permanently discontinued or eliminated.

(6) Restores authority of the landlord to implement rent increases annually as opposed to biennially.

(7) Limits rent increases during a 2-year closure notice period to no more than one percentage point above the housing component of the consumer price index.

(8) Modifies the notice to pay or vacate for failure to pay rent from 15 days to 14 days.

(9) Modifies the closure/conversion notice to 2 years instead of 3 years.

(10) Clarifies that under the landlord compensation exception to the 2-year closure notice requirement, the homes assessed value is as determined by the county assessor as of the date the notice is issued.

(11) Authorizes any landlord that has complied with the 2-year closure notice requirements to provide short-term rentals, not subject to the MHLTA, to recreational vehicles on vacant lots until the park is officially closed.

(12) Requires the closure notice to be conspicuously posted at all park entrances.

(13) Adds language to the uniform closure notice that advises tenants that any offer by a community of the park tenants or a nonprofit must be made and accepted before closure without affecting the closure timeline. Provides that acceptance of such offer is the owner's option and is not a first right of refusal.

(14) Removes uniform closure notice language that refers tenants who want to form an organization to purchase the park to the Relocation Assistance Program.

--- END ---