
Civil Rights & Judiciary Committee

HB 1582

Brief Description: Addressing manufactured/mobile home tenant protections.

Sponsors: Representatives Gregerson, Kloba, Peterson, Valdez, Pollet, Wylie, Appleton, Bergquist, Doglio, Reeves, Tharinger, Kirby, Jinkins and Macri.

Brief Summary of Bill

- Amends the Manufactured/Mobile Home Landlord-Tenant Act in a variety of ways, including increasing the term of the lease from one year to two years, increasing the notice for rent increases from three months to six months, and expressly allowing courts to limit dissemination of an unlawful detainer action.

Hearing Date: 2/12/19

Staff: Cece Clynch (786-7195).

Background:

Manufactured/Mobile Home Landlord-Tenant Act.

The Manufactured/Mobile Home Landlord-Tenant Act (MHLTA) governs the legal rights, remedies, and obligations arising from any rental agreement between a landlord and a tenant regarding a mobile home lot within a mobile home park where the tenant has no ownership interest in the property or in the association which owns the property. For purposes of the MHLTA:

- "Mobile home park," "manufactured housing community," or "manufactured/mobile home community" means any real property which is rented or held out for rent to others for the placement of two or more mobile homes, manufactured homes, or park models for the primary purpose of production of income, except where such real property is rented or held out for rent for seasonal recreational purposes only and is not intended for year-round occupancy.
- "Park model" means a recreational vehicle intended for permanent or semi-permanent installation and used as a primary residence.

This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not a part of the legislation nor does it constitute a statement of legislative intent.

- "Recreational vehicle" means a travel trailer, motor home, truck camper, or camping trailer that is primarily designed and used as temporary living quarters, is either self-propelled or mounted on or drawn by another vehicle, is transient, is not occupied as a primary residence, and is not immobilized or permanently affixed to a mobile home lot.

In the 2018 case of *Allen v. Dan & Bill's RV Park*, the issue before Division II of the Court of Appeals was whether a park which rented space to people with different types of trailers and motorhomes was a manufactured/mobile home park for purposes of the MHLTA. The court determined that:

- two trailers in the park, both of which had been there for several years and in which the tenants had lived continuously for several years, but only one of which was immobilized, qualified as park models;
- the park was therefore a manufactured/mobile home park; and
- the MHLTA applied.

In so doing the court determined that the Office of Administrative Hearings had erred by improperly importing the phrases from the definition of "recreational vehicle" into the definition of "park model" to define "semi-permanent installation" to mean "immobilized" and "permanent installation" to mean "permanently affixed."

Term, Renewal, and Termination.

Under the MHLTA the landlord must offer a term of one year and is prohibited from offering better terms, such as a lower monthly rent, for a month-to-month tenancy. A tenant may, however, waive the right to a one year tenancy by signing a written waiver. Any rental agreement, of whatever duration, automatically renews for the term of the original rental agreement unless a different length is agreed upon.

A tenant not intending to renew must notify the landlord in writing one month prior to the expiration of the rental agreement. A landlord may not terminate or fail to renew a tenancy except for certain reasons, and then only when the landlord complies with the specified notice requirements. Permissible reasons include:

- nonpayment of rent and additional charges specified in the agreement (5-day notice to pay or vacate);
- substantial violation, or repeated violations, of enforceable rules of the park, as established by the landlord at the inception of the tenancy, or as subsequently assumed with the consent of the tenant (15-day notice to comply or vacate; in the case of a violation of a "material change" in park rules with respect to pets, tenants with minor children living with them, or recreational facilities, the tenant must be given six months' written notice in which to comply or vacate);
- change of land use or conversion (12-months' notice);
- criminal activity;
- service of three 15-day notices to comply or vacate within a 12-month period; and
- failure to pay rent by the due date three or more times in a 12-month period.

Rent.

A landlord seeking to increase the rent upon expiration of the term of an agreement must provide notice at least three months prior to the effective date of any increase.

Park Rules.

Rules are enforceable against a tenant only if: their purpose is to promote the convenience, health, safety, or welfare of the residents, protect and preserve the premises from abusive use, or make a fair distribution of services and facilities available for the tenants generally; they are reasonably related to the purpose for which they are adopted; they apply to all tenants in a fair manner; they are not for the purpose of evading an obligation of the landlord; and they are not retaliatory or discriminatory in nature.

Sale/Conversion of a Manufactured/Mobile Home Community.

A rental agreement must include, among other things:

- a promise by the landlord that, except for acts or events beyond his or her control, the mobile home park will not be converted to a land use that will prevent the lease from continuing for a period of three years after the beginning of the term of the agreement; or
- a statement, in large, bold face type, that the park may be sold at any time after the required 12 months' notice with the result that the park may be closed.

Limited Dissemination.

The Residential Landlord-Tenant Act includes a provision that allows courts to order an unlawful detainer action to be of limited dissemination under certain circumstances and prohibits a tenant screening service provider from disclosing or using the existence of the unlawful detainer action if such an order has been entered. The MHLTA does not contain a similar provision.

Summary of Bill:

A variety of changes are made to the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA).

Definitions are amended as follows:

- For purposes of determining whether real property constitutes a "mobile home park," "manufactured housing community," or "manufactured/mobile home community," any recreational vehicle used as a primary residence and located within that real property for 120 days or more within a 180-day period shall be considered a park model.
- The definition of "park model" is also amended to include the identical provision.

Terms, Renewal, and Termination.

No landlord may offer a mobile home lot for rent without offering a written rental agreement for a term of at least two years (up from one year). Annually, at any anniversary date of the tenancy, the tenant may require that the landlord provide a written rental agreement for a term of two years.

The pay rent or vacate notice is extended to 21 days (up from five days). A tenant given a notice with respect to a substantial rule violation must be afforded 30 days (up from 15 days) to comply or vacate. Provisions governing situations in which a tenant has failed to comply with rules or failed to pay rent in a timely fashion on three or more occasions in a 12-month period are revised accordingly. A tenant evicted from a mobile home park shall be allowed 120 days within which to sell the mobile home in place, provided that the tenant remains current in the payment of rent incurred after eviction, and pays any past due rent, reasonable attorneys' fees, and court costs at the time the rental agreement is assigned.

Rent.

At least six months' (up from three months') written notice of a rent increase must be provided. Rental agreements or renewals shall include, or be deemed to include, a prohibition on periodic or monthly rent increases that exceed the lesser of 3 percent or the consumer price index increase over the periodic or monthly rental rate charged the same tenant for the same housing unit and same services for any period or month during the preceding two-year period. "Consumer price index" means the consumer price index compiled by the Bureau of Labor Statistics, United States Department of Labor for the state of Washington. If the Bureau of Labor Statistics develops more than one consumer price index for areas within the state, the index covering the greatest number of people, covering areas exclusively within the boundaries of the state, and including all items must be used.

In addition to specifying the terms for payment of rent in the written rental agreement, accurate historical information regarding the rent charged for the past five years must be included, together with the projected rent for that lot for the next five years. With the listing of utilities, services, and facilities that will be available to the tenant and the associated fees to be charged, the landlord must also provide a statement that, in the event any utilities, services, or facilities are changed to be charged independent of the rent, discontinued, or eliminated during the term of the rental agreement, the landlord agrees to decrease the amount of rent charged proportionately.

A rental agreement shall not contain a provision which allows the landlord to alter the due date for rent or increase the rent during the term of the rental agreement if the term is less than two years (up from one year) or more frequently than biennially if the term is for two years (up from one year) or more. A rental agreement for a term exceeding two years (up from one year) may provide for biennial increases in rent in specified amounts or by a formula specified in such agreement.

Park Rules.

Any new or amended rules not contained within the rental agreement are enforceable against a tenant only if they go into effect at the end of the term of the rental agreement and: the tenant has agreed to them in writing; or the tenant was provided at least 90 days' written notice and the Attorney General has approved the rules.

Sale/Conversion of a Manufactured/Mobile Home Community.

A rental agreement must include, among other things:

- a promise by the landlord that, except for acts or events beyond his or her control, the mobile home park will not be converted to a land use that will prevent the lease from continuing for a period of five years (up from three years) after the beginning of the term of the agreement; or
- a statement, in large, bold face type, that the park may be sold at any time after the required 12 months' notice with the result that the park may be closed.

Limited Dissemination.

A provision allowing courts to limit dissemination of an unlawful detainer action that is identical to that found in the Residential Landlord-Tenant Act is added to the MHLTA.

Miscellaneous.

A landlord shall not prohibit solicitation by or meetings with housing and low-income assistance organizations. "Housing and low-income assistance organizations" means an organization that provides tenants living in a mobile home park with information about their rights and other pertinent information.

At least seven days in advance of a tenant's intended sale of a mobile home and transfer of a rental agreement, the landlord must: notify the selling tenant, in writing, of a refusal to permit transfer of the rental agreement; or, if the landlord approves of the transfer, provide the buyer with copies of the written rental agreement, the rules, and all other documents related to the tenancy. A landlord may not accept payment for rent or deposit from the buyer until the landlord has provided the buyer with these documents.

Notices required under the MHLTA must be in a language that the particular tenant to whom it is given can understand.

Two or more tenants may collectively initiate remedies with respect to a landlord's failure to perform his or her duties.

Appropriation: None.

Fiscal Note: Not requested.

Effective Date: The bill takes effect 90 days after adjournment of the session in which the bill is passed.