

CERTIFICATION OF ENROLLMENT
ENGROSSED SUBSTITUTE HOUSE BILL 1582

66th Legislature
2019 Regular Session

Passed by the House April 23, 2019
Yeas 60 Nays 36

Speaker of the House of Representatives

Passed by the Senate April 17, 2019
Yeas 36 Nays 12

President of the Senate

Approved

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE HOUSE BILL 1582** as passed by the House of Representatives and the Senate on the dates hereon set forth.

Chief Clerk

FILED

**Secretary of State
State of Washington**

ENGROSSED SUBSTITUTE HOUSE BILL 1582

AS AMENDED BY THE SENATE

Passed Legislature - 2019 Regular Session

State of Washington 66th Legislature 2019 Regular Session

By House Civil Rights & Judiciary (originally sponsored by Representatives Gregerson, Kloba, Peterson, Valdez, Pollet, Wylie, Appleton, Bergquist, Doglio, Reeves, Tharinger, Kirby, Jinkins, and Macri)

READ FIRST TIME 02/22/19.

1 AN ACT Relating to manufactured/mobile home tenant protections;
2 amending RCW 59.20.030, 59.20.045, 59.20.060, 59.20.070, 59.20.073,
3 59.20.080, 59.20.210, and 59.21.030; adding new sections to chapter
4 59.20 RCW; adding a new section to chapter 59.21 RCW; creating a new
5 section; and providing an expiration date.

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

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

9 For purposes of this chapter:

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

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

1 (3) "Housing and low-income assistance organization" means an
2 organization that provides tenants living in mobile home parks,
3 manufactured housing communities, and manufactured/mobile home
4 communities with information about their rights and other pertinent
5 information;

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

8 (~~(4)~~) (5) "Landlord" means the owner of a mobile home park and
9 includes the agents of a landlord;

10 (~~(5)~~) (6) "Local government" means a town government, city
11 government, code city government, or county government in the state
12 of Washington;

13 (~~(6)~~) (7) "Manufactured home" means a single-family dwelling
14 built according to the United States department of housing and urban
15 development manufactured home construction and safety standards act,
16 which is a national preemptive building code. A manufactured home
17 also: (a) Includes plumbing, heating, air conditioning, and
18 electrical systems; (b) is built on a permanent chassis; and (c) can
19 be transported in one or more sections with each section at least
20 eight feet wide and forty feet long when transported, or when
21 installed on the site is three hundred twenty square feet or greater;

22 (~~(7)~~) (8) "Manufactured/mobile home" means either a
23 manufactured home or a mobile home;

24 (~~(8)~~) (9) "Mobile home" means a factory-built dwelling built
25 prior to June 15, 1976, to standards other than the United States
26 department of housing and urban development code, and acceptable
27 under applicable state codes in effect at the time of construction or
28 introduction of the home into the state. Mobile homes have not been
29 built since the introduction of the United States department of
30 housing and urban development manufactured home construction and
31 safety act;

32 (~~(9)~~) (10) "Mobile home lot" means a portion of a mobile home
33 park or manufactured housing community designated as the location of
34 one mobile home, manufactured home, or park model and its accessory
35 buildings, and intended for the exclusive use as a primary residence
36 by the occupants of that mobile home, manufactured home, or park
37 model;

38 (~~(10)~~) (11) "Mobile home park," "manufactured housing
39 community," or "manufactured/mobile home community" means any real
40 property which is rented or held out for rent to others for the

1 placement of two or more mobile homes, manufactured homes, or park
2 models for the primary purpose of production of income, except where
3 such real property is rented or held out for rent for seasonal
4 recreational purpose only and is not intended for year-round
5 occupancy;

6 ~~((11))~~ (12) "Mobile home park cooperative" or "manufactured
7 housing cooperative" means real property consisting of common areas
8 and two or more lots held out for placement of mobile homes,
9 manufactured homes, or park models in which both the individual lots
10 and the common areas are owned by an association of shareholders
11 which leases or otherwise extends the right to occupy individual lots
12 to its own members;

13 ~~((12))~~ (13) "Mobile home park subdivision" or "manufactured
14 housing subdivision" means real property, whether it is called a
15 subdivision, condominium, or planned unit development, consisting of
16 common areas and two or more lots held for placement of mobile homes,
17 manufactured homes, or park models in which there is private
18 ownership of the individual lots and common, undivided ownership of
19 the common areas by owners of the individual lots;

20 ~~((13))~~ (14) "Notice of sale" means a notice required under RCW
21 59.20.300 to be delivered to all tenants of a manufactured/mobile
22 home community and other specified parties within fourteen days after
23 the date on which any advertisement, multiple listing, or public
24 notice advertises that a manufactured/mobile home community is for
25 sale;

26 ~~((14))~~ (15) "Park model" means a recreational vehicle intended
27 for permanent or semi-permanent installation and is used as a primary
28 residence;

29 ~~((15))~~ (16) "Qualified sale of manufactured/mobile home
30 community" means the sale, as defined in RCW 82.45.010, of land and
31 improvements comprising a manufactured/mobile home community that is
32 transferred in a single purchase to a qualified tenant organization
33 or to an eligible organization for the purpose of preserving the
34 property as a manufactured/mobile home community;

35 ~~((16))~~ (17) "Qualified tenant organization" means a formal
36 organization of tenants within a manufactured/mobile home community,
37 with the only requirement for membership consisting of being a
38 tenant;

39 ~~((17))~~ (18) "Recreational vehicle" means a travel trailer,
40 motor home, truck camper, or camping trailer that is primarily

1 designed and used as temporary living quarters, is either self-
2 propelled or mounted on or drawn by another vehicle, is transient, is
3 not occupied as a primary residence, and is not immobilized or
4 permanently affixed to a mobile home lot;

5 ~~((18))~~ (19) "Tenant" means any person, except a transient, who
6 rents a mobile home lot;

7 ~~((19))~~ (20) "Transient" means a person who rents a mobile home
8 lot for a period of less than one month for purposes other than as a
9 primary residence;

10 ~~((20))~~ (21) "Occupant" means any person, including a live-in
11 care provider, other than a tenant, who occupies a mobile home,
12 manufactured home, or park model and mobile home lot.

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

15 Rules are enforceable against a tenant only if:

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

20 (2) They are reasonably related to the purpose for which they are
21 adopted;

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

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

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

26 (6) With respect to any new or amended rules not contained within
27 the rental agreement, the tenant was provided at least thirty days'
28 written notice of the new or amended rule. The tenant must be
29 provided with at least three months to comply with the new or amended
30 rule after the thirty-day notice period. Within the three-month grace
31 period, any violation of the new or amended rule must result in a
32 warning only. After expiration of the three-month grace period, any
33 violation of the new or amended rule subjects the tenant to
34 termination of the tenancy as authorized under RCW 59.20.080(1)(a).

35 **Sec. 3.** RCW 59.20.060 and 2012 c 213 s 1 are each amended to
36 read as follows:

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

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

8 (b) Reasonable rules for guest parking which shall be clearly
9 stated;

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

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

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

20 (f) A forwarding address of the tenant or the name and address of
21 a person who would likely know the whereabouts of the tenant in the
22 event of an emergency or an abandonment of the mobile home,
23 manufactured home, or park model;

24 (g) (i) A covenant by the landlord that, except for acts or events
25 beyond the control of the landlord, the mobile home park will not be
26 converted to a land use that will prevent the space that is the
27 subject of the lease from continuing to be used for its intended use
28 for a period of three years after the beginning of the term of the
29 rental agreement;

30 (ii) A rental agreement may, in the alternative, contain a
31 statement that: "The park may be sold or otherwise transferred at any
32 time with the result that subsequent owners may close the mobile home
33 park, or that the landlord may close the park at any time after the
34 required closure notice as provided in RCW 59.20.080." The covenant
35 or statement required by this subsection must: (A) Appear in print
36 that is in bold face and is larger than the other text of the rental
37 agreement; (B) be set off by means of a box, blank space, or
38 comparable visual device; and (C) be located directly above the
39 tenant's signature on the rental agreement((→));

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

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

8 ~~((i))~~ (j) A listing of the utilities, services, and facilities
9 which will be available to the tenant during the tenancy and the
10 nature of the fees, if any, to be charged together with a statement
11 that, in the event any utilities are to be charged independent of the
12 rent during the term of the rental agreement, the landlord agrees to
13 decrease the amount of the rent charged proportionately;

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

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

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

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

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

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

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

36 (b) Which authorizes the towing or impounding of a vehicle except
37 upon notice to the owner thereof or the tenant whose guest is the
38 owner of the vehicle;

39 (c) Which allows the landlord to alter the due date for rent
40 payment or increase the rent: (i) During the term of the rental

1 agreement if the term is less than (~~one~~) two years, or (ii) more
2 frequently than annually if the initial term is for (~~one~~) two years
3 or more: PROVIDED, That a rental agreement may include an escalation
4 clause for a pro rata share of any increase in the mobile home park's
5 real property taxes or utility assessments or charges, over the base
6 taxes or utility assessments or charges of the year in which the
7 rental agreement took effect, if the clause also provides for a pro
8 rata reduction in rent or other charges in the event of a reduction
9 in real property taxes or utility assessments or charges, below the
10 base year: PROVIDED FURTHER, That a rental agreement for a term
11 exceeding (~~one~~) two years may provide for annual increases in rent
12 in specified amounts or by a formula specified in such agreement. Any
13 rent increase authorized under this subsection (2)(c) that occurs
14 within the closure notice period pursuant to RCW 59.20.080(1)(e) may
15 not be more than one percentage point above the United States
16 consumer price index for all urban consumers, housing component,
17 published by the United States bureau of labor statistics in the
18 periodical "Monthly Labor Review and Handbook of Labor Statistics" as
19 established annually by the department of commerce;

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

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

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

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

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

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

3 **Sec. 4.** RCW 59.20.070 and 2012 c 213 s 2 are each amended to
4 read as follows:

5 A landlord shall not:

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

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

33 (3) Prohibit the distribution of information or meetings by
34 tenants of the mobile home park to discuss mobile home living and
35 affairs, including political caucuses or forums for or speeches of
36 public officials or candidates for public office, meetings with
37 housing and low-income assistance organizations, or meetings of
38 organizations that represent the interest of tenants in the park,
39 held in a tenant's home or any of the park community or recreation

1 halls if these halls are open for the use of the tenants, conducted
2 at reasonable times and in an orderly manner on the premises, nor
3 penalize any tenant for participation in such activities;

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

9 (5) Evict a tenant, terminate a rental agreement, decline to
10 renew a rental agreement, increase rental or other tenant
11 obligations, decrease services, or modify park rules in retaliation
12 for any of the following actions on the part of a tenant taken in
13 good faith:

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

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

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

21 (d) Participation or membership in any homeowners association or
22 group;

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

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

31 (8) Prevent the entry or require the removal of a mobile home,
32 manufactured home, or park model for the sole reason that the mobile
33 home has reached a certain age. Nothing in this subsection shall
34 limit a (~~landlords'~~) landlord's right to exclude or expel a mobile
35 home, manufactured home, or park model for any other reason,
36 including but not limited to, failure to comply with fire, safety,
37 and other provisions of local ordinances and state laws relating to
38 mobile homes, manufactured homes, and park models, as long as the
39 action conforms to this chapter or any other relevant statutory
40 provision.

1 **Sec. 5.** RCW 59.20.073 and 2012 c 213 s 3 are each amended to
2 read as follows:

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

6 (2) A tenant who sells a mobile home, manufactured home, or park
7 model within a park shall notify the landlord in writing of the date
8 of the intended sale and transfer of the rental agreement at least
9 fifteen days in advance of such intended transfer and shall notify
10 the buyer in writing of the provisions of this section. The tenant
11 shall verify in writing to the landlord payment of all taxes, rent,
12 and reasonable expenses due on the mobile home, manufactured home, or
13 park model and mobile home lot. The tenant shall notify the buyer of
14 all taxes, rent, and reasonable expenses due on the manufactured/
15 mobile home or park model and the mobile home lot.

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

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

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

27 (4) The landlord may require the mobile home, manufactured home,
28 or park model to meet applicable fire and safety standards if a state
29 or local agency responsible for the enforcement of fire and safety
30 standards has issued a notice of violation of those standards to the
31 tenant and those violations remain uncorrected. Upon correction of
32 the violation to the satisfaction of the state or local agency
33 responsible for the enforcement of that notice of violation, the
34 landlord's refusal to permit the transfer is deemed withdrawn.

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

39 (6) Failure to notify the landlord in writing, as required under
40 subsection (2) of this section; or failure of the new tenant to make

1 a good faith attempt to arrange an interview with the landlord to
2 discuss assignment of the rental agreement; or failure of the current
3 or new tenant to obtain written approval of the landlord for
4 assignment of the rental agreement, shall be grounds for disapproval
5 of such transfer.

6 **Sec. 6.** RCW 59.20.080 and 2012 c 213 s 4 are each amended to
7 read as follows:

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

11 (a) In accordance with RCW 59.20.045(6), substantial violation,
12 or repeated or periodic violations, of an enforceable rule of the
13 mobile home park as established by the landlord at the inception of
14 or during the tenancy (~~or as assumed subsequently with the consent~~
15 ~~of the tenant~~) or for violation of the tenant's duties as provided
16 in RCW 59.20.140. The tenant shall be given written notice to cease
17 the rule violation immediately. The notice shall state that failure
18 to cease the violation of the rule or any subsequent violation of
19 that or any other rule shall result in termination of the tenancy,
20 and that the tenant shall vacate the premises within (~~fifteen~~)
21 twenty days: PROVIDED, That for a periodic violation the notice shall
22 also specify that repetition of the same violation shall result in
23 termination: PROVIDED FURTHER, That in the case of a violation of a
24 "material change" in park rules with respect to pets, tenants with
25 minor children living with them, or recreational facilities, the
26 tenant shall be given written notice under this chapter of a six
27 month period in which to comply or vacate;

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

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

35 (d) Failure of the tenant to comply with local ordinances and
36 state laws and regulations relating to mobile homes, manufactured
37 homes, or park models or mobile home, manufactured homes, or park
38 model living within a reasonable time after the tenant's receipt of

1 notice of such noncompliance from the appropriate governmental
2 agency;

3 (e) Change of land use of the mobile home park including, but not
4 limited to, closure of the mobile home park or conversion to a use
5 other than for mobile homes, manufactured homes, or park models or
6 conversion of the mobile home park to a mobile home park cooperative
7 or mobile home park subdivision. The landlord shall give the tenants
8 twelve months' notice in advance of the effective date of such
9 change. The closure notice requirement does not apply if:

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

12 (ii) The mobile home park or manufactured housing community is
13 sold to an organization comprised of park or community tenants, to a
14 nonprofit organization, to a local government, or to a housing
15 authority for the purpose of preserving the park or community; or

16 (iii) The landlord compensates the tenants for the loss of their
17 homes at their assessed value, as determined by the county assessor
18 as of the date the closure notice is issued, at any point during the
19 closure notice period and prior to a change of use or sale of the
20 property. At such time as the compensation is paid, the tenant shall
21 be given written notice of at least ninety days in which to vacate,
22 and the tenant shall continue to pay rent for as much time as he or
23 she remains in the mobile home park or manufactured housing
24 community;

25 (f) Engaging in "criminal activity." "Criminal activity" means a
26 criminal act defined by statute or ordinance that threatens the
27 health, safety, or welfare of the tenants. A park owner seeking to
28 evict a tenant or occupant under this subsection need not produce
29 evidence of a criminal conviction, even if the alleged misconduct
30 constitutes a criminal offense. Notice from a law enforcement agency
31 of criminal activity constitutes sufficient grounds, but not the only
32 grounds, for an eviction under this subsection. Notification of the
33 seizure of illegal drugs under RCW 59.20.155 is evidence of criminal
34 activity and is grounds for an eviction under this subsection. The
35 requirement that any tenant or occupant register as a sex offender
36 under RCW 9A.44.130 is grounds for eviction of the sex offender under
37 this subsection. If criminal activity is alleged to be a basis of
38 termination, the park owner may proceed directly to an unlawful
39 detainer action;

1 (g) The tenant's application for tenancy contained a material
2 misstatement that induced the park owner to approve the tenant as a
3 resident of the park, and the park owner discovers and acts upon the
4 misstatement within one year of the time the resident began paying
5 rent;

6 (h) If the landlord serves a tenant three (~~fifteen-day~~) twenty-
7 day notices, each of which was valid under (a) of this subsection at
8 the time of service, within a twelve-month period to comply or vacate
9 for failure to comply with the material terms of the rental agreement
10 or an enforceable park rule, other than failure to pay rent by the
11 due date. The applicable twelve-month period shall commence on the
12 date of the first violation;

13 (i) Failure of the tenant to comply with obligations imposed upon
14 tenants by applicable provisions of municipal, county, and state
15 codes, statutes, ordinances, and regulations, including this chapter.
16 The landlord shall give the tenant written notice to comply
17 immediately. The notice must state that failure to comply will result
18 in termination of the tenancy and that the tenant shall vacate the
19 premises within fifteen days;

20 (j) The tenant engages in disorderly or substantially annoying
21 conduct upon the park premises that results in the destruction of the
22 rights of others to the peaceful enjoyment and use of the premises.
23 The landlord shall give the tenant written notice to comply
24 immediately. The notice must state that failure to comply will result
25 in termination of the tenancy and that the tenant shall vacate the
26 premises within fifteen days;

27 (k) The tenant creates a nuisance that materially affects the
28 health, safety, and welfare of other park residents. The landlord
29 shall give the tenant written notice to cease the conduct that
30 constitutes a nuisance immediately. The notice must describe the
31 nuisance and state (i) what the tenant must do to cease the nuisance
32 and (ii) that failure to cease the conduct will result in termination
33 of the tenancy and that the tenant shall vacate the premises in five
34 days;

35 (l) Any other substantial just cause that materially affects the
36 health, safety, and welfare of other park residents. The landlord
37 shall give the tenant written notice to comply immediately. The
38 notice must describe the harm caused by the tenant, describe what the
39 tenant must do to comply and to discontinue the harm, and state that

1 failure to comply will result in termination of the tenancy and that
2 the tenant shall vacate the premises within fifteen days; or

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

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

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

27 (4) Chapters 59.12 and 59.18 RCW govern the eviction of
28 recreational vehicles, as defined in RCW 59.20.030, from mobile home
29 parks. This chapter governs the eviction of mobile homes,
30 manufactured homes, park models, and recreational vehicles used as a
31 primary residence from a mobile home park.

32 NEW SECTION. Sec. 7. A new section is added to chapter 59.20
33 RCW to read as follows:

34 Any landlord who has complied with the notice requirements under
35 RCW 59.20.080(1)(e) may provide a short-term rental agreement for a
36 recreational vehicle for any mobile home lot or space that is vacant
37 at the time of or becomes vacant after the notice of closure or
38 conversion is provided. The rental agreement term for such
39 recreational vehicles must be for no longer than the date on which

1 the mobile home park is officially closed. Any short-term rental
2 agreement provided under this section is not subject to the
3 provisions of this chapter. For purposes of this section, a
4 "recreational vehicle" does not mean a park model.

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

7 (1) (a) If at any time during the tenancy, the landlord fails to
8 carry out any of the duties imposed by RCW 59.20.130, and notice of
9 the defect is given to the landlord pursuant to RCW 59.20.200, the
10 tenant may submit to the landlord or the landlord's designated agent
11 by certified mail or in person at least two bids to perform the
12 repairs necessary to correct the defective condition from licensed or
13 registered persons, or if no licensing or registration requirement
14 applies to the type of work to be performed, from responsible persons
15 capable of performing such repairs. Such bids may be submitted to the
16 landlord at the same time as notice is given pursuant to RCW
17 59.20.200.

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

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

38 (3) Two or more tenants shall not collectively initiate remedies
39 under this section. Remedial action under this section shall not be

1 initiated for conditions in the design or construction existing in a
2 mobile home park before June 7, 1984.

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

4 (a) Create a relationship of employer and employee between
5 landlord and tenant; or

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

7 (c) Constitute the tenant as an agent of the landlord for the
8 purposes of mechanics' and material suppliers' liens under chapter
9 60.04 RCW.

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

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

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

22 (1) A court may order an unlawful detainer action to be of
23 limited dissemination for one or more persons if: (a) The court finds
24 that the plaintiff's case was sufficiently without basis in fact or
25 law; (b) the tenancy was reinstated by the court; or (c) other good
26 cause exists for limiting dissemination of the unlawful detainer
27 action in accordance with court rule GR 15.

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

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

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

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

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

9 "CLOSURE NOTICE TO TENANTS

10 NOTICE IS HEREBY GIVEN on the day of,, of
11 a conversion of this mobile home park or manufactured housing
12 community to a use other than for mobile homes, manufactured homes,
13 or park models, or of a conversion of the mobile home park or
14 manufactured housing community to a mobile home park cooperative or a
15 mobile home park subdivision. This change of use becomes effective on
16 the day of,, which is the date twelve months
17 after the date this closure notice is given.

18 PARK OR COMMUNITY MANAGEMENT OR OWNERSHIP INFORMATION:

19 For information during the period preceding the effective change
20 of use of this mobile home park or manufactured housing community on
21 the day of,, contact:

22 Name:

23 Address:

24 Telephone:

25 PURCHASER INFORMATION, if applicable:

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

28 Name:

29 Address:

30 Telephone:

31 PARK PURCHASE BY TENANT ORGANIZATIONS, if applicable:

32 The owner of this mobile home park or manufactured housing
33 community may be willing to entertain an offer of purchase by an
34 organization or group consisting of park or community tenants or a
35 not-for-profit agency designated by the tenants. Tenants should
36 contact the park owner or park management with such an offer. Any
37 such offer must be made and accepted prior to closure, and the
38 timeline for closure remains unaffected by an offer. Acceptance of
39 any offer is at the discretion of the owner and is not a first right
40 of refusal.

1 RELOCATION ASSISTANCE RESOURCES:

2 For information about the availability of relocation assistance,
3 contact the Office of Mobile/Manufactured Home Relocation Assistance
4 within the Department of Commerce."

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

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

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

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

19 (~~(+2)~~) (4) The department must mail every tenant an application
20 and information on relocation assistance within ten business days of
21 receipt of the notice required in subsection (1) of this section.

22 NEW SECTION. Sec. 11. A new section is added to chapter 59.21
23 RCW to read as follows:

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

30 (2) The department shall also provide on its web site information
31 on where tenants can access legal or advocacy resources, including
32 information on any immigrant and cultural organizations where tenants
33 can receive assistance in their primary language.

34 NEW SECTION. Sec. 12. (1) The department of commerce shall
35 convene a work group to make recommendations about mobile home park
36 rental agreement terms, notices on the closure or conversion of
37 manufactured/mobile home communities, and amendments, changes, or
38 additions to mobile home park rules under chapter 59.20 RCW.

1 (2) The work group shall assess perspectives on manufactured/
2 mobile home landlord-tenant laws and policies and facilitate
3 discussions amongst relevant stakeholders representing both mobile
4 home park owners and tenants to reach agreed upon recommendations.

5 (3) Specifically, the study must:

6 (a) Evaluate the impact of various rental agreement terms and
7 provide recommendations on the best option for the duration of rental
8 agreement terms;

9 (b) Evaluate the impact of various notice periods when
10 manufactured/mobile home parks are scheduled to be closed or
11 converted to another use and provide recommendations on the best
12 option for a notice period for such park closures or conversions;

13 (c) Evaluate possible approaches to increasing the amount of
14 manufactured housing communities in Washington, including siting and
15 development of new manufactured housing communities;

16 (d) Evaluate methods to incentivize and build new manufactured
17 housing community developments; and

18 (e) Evaluate the impact of various processes for amending or
19 adding to mobile home park rules, including appropriate notice
20 periods, and provide recommendations on the best process for amending
21 or adding to park rules.

22 (4) The study must begin by August 1, 2019. The department of
23 commerce must issue a final report, including the result of any
24 facilitated agreed upon recommendations, to the appropriate
25 committees of the legislature by June 30, 2020.

26 (5) This section expires January 1, 2021.

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