

CERTIFICATION OF ENROLLMENT

**ENGROSSED SUBSTITUTE HOUSE BILL 1582**

Chapter 342, Laws of 2019

66th Legislature  
2019 Regular Session

MANUFACTURED/MOBILE HOME TENANTS--VARIOUS PROVISIONS

EFFECTIVE DATE: July 28, 2019

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

FRANK CHOPP

**Speaker of the House of Representatives**

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

CYRUS HABIB

**President of the Senate**

Approved May 9, 2019 2:58 PM

JAY INSLEE

**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.

BERNARD DEAN

**Chief Clerk**

FILED

May 13, 2019

**Secretary of State  
State of Washington**



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.

Passed by the House April 23, 2019.

Passed by the Senate April 17, 2019.

Approved by the Governor May 9, 2019.

Filed in Office of Secretary of State May 13, 2019.

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