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**SUBSTITUTE SENATE BILL 5079**

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**State of Washington**

**67th Legislature**

**2021 Regular Session**

**By** Senate Housing & Local Government (originally sponsored by Senators Das, Kuderer, Hasegawa, Hunt, Keiser, Lovelett, Robinson, Rolfe, Stanford, and Wilson, C.)

READ FIRST TIME 02/05/21.

1 AN ACT Relating to extending the closure notice period for  
2 manufactured/mobile home communities; amending RCW 59.20.060,  
3 59.20.073, 59.20.080, and 59.21.030; and creating a new section.

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

5 NEW SECTION. **Sec. 1.** The legislature finds that:

6 (1) Manufactured/mobile homes provide a significant source of  
7 homeownership opportunities for Washington state residents. However,  
8 the increasing number of closures and conversions to other uses of  
9 manufactured housing communities and mobile home parks, combined with  
10 low vacancy rates in existing parks and communities and the extremely  
11 high cost of moving homes when these parks and communities close,  
12 make this type of affordable housing option increasingly insecure for  
13 the tenants who reside in these parks and communities.

14 (2) Many tenants who reside in these parks and communities are  
15 senior citizens or low-income households and are, therefore, the  
16 residents most in need of reasonable security or permanency in the  
17 siting of their home because of the adverse impacts on the health,  
18 safety, and welfare of tenants forced to move due to closure or  
19 conversion to another use of the manufactured housing community or  
20 mobile home park.

1           (3)    Manufactured/mobile home tenants have a reasonable  
2 expectation of long-term security when they move their home into a  
3 community or park. Some tenants have been forced to relocate due to a  
4 closure or conversion soon after the tenant has moved into the  
5 community or park. The legislature finds that unless a park owner  
6 sells the park to resident homeowners or another entity with the  
7 purpose of preservation or justly compensates the homeowners for the  
8 loss of their homes, a minimum notification period of three years  
9 before the closure or conversion of a community or park is a  
10 reasonable balancing of the rights and interests of both community  
11 and park owners and the manufactured/mobile home owners.

12           (4)    Given the effort and expense involved in moving a  
13 manufactured/mobile home and the imbalance of economic power in this  
14 type of landlord-tenant relationship, it is the intent of the  
15 legislature to provide an opportunity for manufactured/mobile home  
16 tenants to remain in manufactured housing communities and mobile home  
17 parks for at least three years.

18           **Sec. 2.**    RCW 59.20.060 and 2019 c 390 s 17 are each amended to  
19 read as follows:

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

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

27           (b) Reasonable rules for guest parking which shall be clearly  
28 stated;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 (f) Which allows the landlord to charge a fee for guests:  
9 PROVIDED, That a landlord may establish rules charging for guests who  
10 remain on the premises for more than (~~fifteen~~) 15 days in any  
11 (~~sixty-day~~) 60-day period;

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

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

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

25 **Sec. 3.** RCW 59.20.073 and 2019 c 342 s 5 are each amended to  
26 read as follows:

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

30 (2) A tenant who sells a mobile home, manufactured home, or park  
31 model within a park must provide the buyer with a copy of a closure  
32 notice provided by the landlord pursuant to RCW 59.20.080, if such  
33 notice is in effect, at least 15 days in advance of the intended sale  
34 and transfer.

35 (3) A tenant who sells a mobile home, manufactured home, or park  
36 model within a park shall notify the landlord in writing of the date  
37 of the intended sale and transfer of the rental agreement at least  
38 (~~fifteen~~) 15 days in advance of such intended transfer and shall  
39 notify the buyer in writing of the provisions of this section. The

1 tenant shall verify in writing to the landlord payment of all taxes,  
2 rent, and reasonable expenses due on the mobile home, manufactured  
3 home, or park model and mobile home lot. The tenant shall notify the  
4 buyer of all taxes, rent, and reasonable expenses due on the  
5 manufactured/mobile home or park model and the mobile home lot.

6 ~~((3))~~ (4) At least seven days in advance of such intended  
7 transfer, the landlord shall:

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

10 (b) If the landlord approves of the transfer, provide the buyer  
11 with copies of the written rental agreement, the rules and  
12 regulations, any closure notice as required in RCW 59.20.080, if such  
13 notice is in effect, and all other documents related to the tenancy.

14 A landlord may not accept payment for rent or deposit from the buyer  
15 until the landlord has provided the buyer with these copies.

16 ~~((4))~~ (5) The landlord may require the mobile home,  
17 manufactured home, or park model to meet applicable fire and safety  
18 standards if a state or local agency responsible for the enforcement  
19 of fire and safety standards has issued a notice of violation of  
20 those standards to the tenant and those violations remain  
21 uncorrected. Upon correction of the violation to the satisfaction of  
22 the state or local agency responsible for the enforcement of that  
23 notice of violation, the landlord's refusal to permit the transfer is  
24 deemed withdrawn.

25 ~~((5))~~ (6) The landlord shall approve or disapprove of the  
26 assignment of a rental agreement on the same basis that the landlord  
27 approves or disapproves of any new tenant, and any disapproval shall  
28 be in writing. Consent to an assignment shall not be unreasonably  
29 withheld.

30 ~~((6))~~ (7) Failure to notify the landlord in writing, as  
31 required under subsection ~~((2))~~ (3) of this section; or failure of  
32 the new tenant to make a good faith attempt to arrange an interview  
33 with the landlord to discuss assignment of the rental agreement; or  
34 failure of the current or new tenant to obtain written approval of  
35 the landlord for assignment of the rental agreement, shall be grounds  
36 for disapproval of such transfer.

37 **Sec. 4.** RCW 59.20.080 and 2019 c 342 s 6 are each amended to  
38 read as follows:

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

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

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

23 (c) Conviction of the tenant of a crime, commission of which  
24 threatens the health, safety, or welfare of the other mobile home  
25 park tenants. The tenant shall be given written notice of a  
26 (~~fifteen~~) 15 day period in which to vacate;

27 (d) Failure of the tenant to comply with local ordinances and  
28 state laws and regulations relating to mobile homes, manufactured  
29 homes, or park models or mobile home, manufactured homes, or park  
30 model living within a reasonable time after the tenant's receipt of  
31 notice of such noncompliance from the appropriate governmental  
32 agency;

33 (e) Change of land use of the mobile home park including, but not  
34 limited to, closure of the mobile home park or conversion to a use  
35 other than for mobile homes, manufactured homes, or park models or  
36 conversion of the mobile home park to a mobile home park cooperative  
37 or mobile home park subdivision. The landlord shall give the tenants  
38 (~~twelve months'~~) three years' notice, in the form of a closure  
39 notice meeting the requirements of RCW 59.21.030, in advance of the

1 effective date of such change. The three-year closure notice  
2 requirement does not apply if:

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

5 (ii) The mobile home park or manufactured housing community is  
6 sold to an organization comprised of park or community tenants, to a  
7 nonprofit organization, to a local government, or to a housing  
8 authority for the purpose of preserving the park or community (~~(~~or~~~~

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

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

33 (g) The tenant's application for tenancy contained a material  
34 misstatement that induced the park owner to approve the tenant as a  
35 resident of the park, and the park owner discovers and acts upon the  
36 misstatement within one year of the time the resident began paying  
37 rent;

38 (h) If the landlord serves a tenant three (~~(~~twenty-day~~)~~) 20-day  
39 notices, each of which was valid under (a) of this subsection at the  
40 time of service, within a (~~(~~twelve-month~~)~~) 12-month period to comply



1 or vacate for failure to comply with the material terms of the rental  
2 agreement or an enforceable park rule, other than failure to pay rent  
3 by the due date. The applicable (~~twelve-month~~) 12-month period  
4 shall commence on the date of the first violation;

5 (i) Failure of the tenant to comply with obligations imposed upon  
6 tenants by applicable provisions of municipal, county, and state  
7 codes, statutes, ordinances, and regulations, including this chapter.  
8 The landlord shall give the tenant written notice to comply  
9 immediately. The notice must state that failure to comply will result  
10 in termination of the tenancy and that the tenant shall vacate the  
11 premises within (~~fifteen~~) 15 days;

12 (j) The tenant engages in disorderly or substantially annoying  
13 conduct upon the park premises that results in the destruction of the  
14 rights of others to the peaceful enjoyment and use of the premises.  
15 The landlord shall give the tenant written notice to comply  
16 immediately. The notice must state that failure to comply will result  
17 in termination of the tenancy and that the tenant shall vacate the  
18 premises within (~~fifteen~~) 15 days;

19 (k) The tenant creates a nuisance that materially affects the  
20 health, safety, and welfare of other park residents. The landlord  
21 shall give the tenant written notice to cease the conduct that  
22 constitutes a nuisance immediately. The notice must describe the  
23 nuisance and state (i) what the tenant must do to cease the nuisance  
24 and (ii) that failure to cease the conduct will result in termination  
25 of the tenancy and that the tenant shall vacate the premises in five  
26 days;

27 (l) Any other substantial just cause that materially affects the  
28 health, safety, and welfare of other park residents. The landlord  
29 shall give the tenant written notice to comply immediately. The  
30 notice must describe the harm caused by the tenant, describe what the  
31 tenant must do to comply and to discontinue the harm, and state that  
32 failure to comply will result in termination of the tenancy and that  
33 the tenant shall vacate the premises within (~~fifteen~~) 15 days; or

34 (m) Failure to pay rent by the due date provided for in the  
35 rental agreement three or more times in a (~~twelve-month~~) 12-month  
36 period, commencing with the date of the first violation, after  
37 service of a (~~fourteen-day~~) 14-day notice to comply or vacate.

38 (2) Within five days of a notice of eviction as required by  
39 subsection (1)(a) of this section, the landlord and tenant shall  
40 submit any dispute to mediation. The parties may agree in writing to

1 mediation by an independent third party or through industry mediation  
2 procedures. If the parties cannot agree, then mediation shall be  
3 through industry mediation procedures. A duty is imposed upon both  
4 parties to participate in the mediation process in good faith for a  
5 period of ten days for an eviction under subsection (1)(a) of this  
6 section. It is a defense to an eviction under subsection (1)(a) of  
7 this section that a landlord did not participate in the mediation  
8 process in good faith.

9 (3) Except for a tenant evicted under subsection (1)(c) or (f) of  
10 this section, a tenant evicted from a mobile home park under this  
11 section shall be allowed (~~(one hundred twenty)~~) 120 days within which  
12 to sell the tenant's mobile home, manufactured home, or park model in  
13 place within the mobile home park: PROVIDED, That the tenant remains  
14 current in the payment of rent incurred after eviction, and pays any  
15 past due rent, reasonable attorneys' fees and court costs at the time  
16 the rental agreement is assigned. The provisions of RCW 59.20.073  
17 regarding transfer of rental agreements apply.

18 (4) Chapters 59.12 and 59.18 RCW govern the eviction of  
19 recreational vehicles, as defined in RCW 59.20.030, from mobile home  
20 parks. This chapter governs the eviction of mobile homes,  
21 manufactured homes, park models, and recreational vehicles used as a  
22 primary residence from a mobile home park.

23 **Sec. 5.** RCW 59.21.030 and 2019 c 342 s 10 are each amended to  
24 read as follows:

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

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

31 "CLOSURE NOTICE TO TENANTS

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

1 PARK OR COMMUNITY MANAGEMENT OR OWNERSHIP INFORMATION:

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

5 Name:

6 Address:

7 Telephone:

8 PURCHASER INFORMATION, if applicable:

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

11 Name:

12 Address:

13 Telephone:

14 PARK PURCHASE BY TENANT ORGANIZATIONS, if applicable:

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

24 RELOCATION ASSISTANCE RESOURCES:

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

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

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

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

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

3 (4) The department must mail every tenant an application and  
4 information on relocation assistance within (~~ten~~) 10 business days  
5 of receipt of the notice required in subsection (1) of this section.

--- END ---