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HOUSE BILL 1605

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State of Washington

54th Legislature

1995 Regular Session

By Representatives Johnson and Sheldon

Read first time 02/01/95. Referred to Committee on Trade & Economic Development.

1 AN ACT Relating to landlord and tenant relationships; amending RCW  
2 7.75.030, 59.18.390, 59.20.040, 59.20.045, 59.20.080, 59.20.090,  
3 59.20.140, 59.20.130, and 59.23.025; adding new sections to chapter  
4 59.20 RCW; repealing RCW 59.22.090; and prescribing penalties.

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

6 **Sec. 1.** RCW 7.75.030 and 1984 c 258 s 503 are each amended to read  
7 as follows:

8 A dispute resolution center established under this chapter shall  
9 provide dispute resolution services either without charge to the  
10 participants or for a fee which is based on the participant's ability  
11 to pay. However, for any services provided under chapter 59.18 or  
12 59.20 RCW, if a fee is charged, it shall be paid equally by the persons  
13 being rendered the services, unless otherwise agreed to by the persons.

14 **Sec. 2.** RCW 59.18.390 and 1989 c 342 s 11 are each amended to read  
15 as follows:

16 The sheriff shall, upon receiving the writ of restitution,  
17 forthwith serve a copy thereof upon the defendant, his or her agent, or  
18 attorney, or a person in possession of the premises, and shall not

1 execute the same for three days thereafter, and the defendant, or  
2 person in possession of the premises within three days after the  
3 service of the writ of restitution may execute to the plaintiff a bond  
4 to be filed with and approved by the clerk of the court in such sum as  
5 may be fixed by the judge, with sufficient surety to be approved by the  
6 clerk of said court, conditioned that they will pay to the plaintiff  
7 such sum as the plaintiff may recover for the use and occupation of the  
8 ((said)) premises, or any rent found due, together with all damages the  
9 plaintiff may sustain by reason of the defendant occupying or keeping  
10 possession of ((said)) the premises, together with all damages which  
11 the court theretofore has awarded to the plaintiff as provided in this  
12 chapter, and also all the costs of the action. The plaintiff, his or  
13 her agent or attorneys, shall have notice of the time and place where  
14 the court or judge thereof shall fix the amount of the defendant's  
15 bond, and shall have notice and a reasonable opportunity to examine  
16 into the qualification and sufficiency of the sureties upon ((said))  
17 the bond before ((said)) the bond shall be approved by the clerk. If  
18 the writ of restitution has been based upon a finding by the court that  
19 the tenant, subtenant, sublessee, or a person residing at the rental  
20 premises has engaged in drug-related activity or has allowed any other  
21 person to engage in drug-related activity at those premises with his or  
22 her knowledge or approval, neither the tenant, the defendant, nor a  
23 person in possession of the premises shall be entitled to post a bond  
24 in order to retain possession of the premises. The writ may be served  
25 by the sheriff, in the event he or she shall be unable to find the  
26 defendant, an agent or attorney, or a person in possession of the  
27 premises, by affixing a copy of ((said)) the writ in a conspicuous  
28 place upon the premises: PROVIDED, That the sheriff shall not require  
29 any bond for the service or execution of the writ under this chapter or  
30 under chapter 59.20 RCW, to specifically include not requiring a bond  
31 for service and execution of the writ to remove a mobile home, a mobile  
32 home tenant, or any personal property of the mobile home tenant. The  
33 sheriff shall be immune from all civil liability for serving and  
34 enforcing writs of restitution unless the sheriff is grossly negligent  
35 in carrying out his or her duty. The sheriff shall not require any  
36 person to hold harmless or indemnify the sheriff for any violation by  
37 the sheriff of the service and enforcement of a writ of restitution  
38 under this chapter or chapter 59.20 RCW. The sheriff shall remove the  
39 mobile home, the tenant, or the tenant's personal property, or any

1 combination of the three categories, as provided in the writ of  
2 restitution.

3 **Sec. 3.** RCW 59.20.040 and 1981 c 304 s 5 are each amended to read  
4 as follows:

5 This chapter shall regulate and determine legal rights, remedies,  
6 and obligations arising from any rental agreement between a landlord  
7 and a tenant regarding a mobile home lot and including specified  
8 amenities within the mobile home park, mobile home park cooperative, or  
9 mobile home park subdivision, where the tenant has no ownership  
10 interest in the property or in the association which owns the property,  
11 whose uses are referred to as a part of the rent structure paid by the  
12 tenant. All such rental agreements shall be unenforceable to the  
13 extent of any conflict with any provision of this chapter. Chapter  
14 59.12 RCW shall be applicable only in implementation of the provisions  
15 of this chapter and not as an alternative remedy to this chapter which  
16 shall be exclusive where applicable: PROVIDED, That the provision of  
17 RCW 59.12.090, 59.12.100, and 59.12.170 shall not apply to any rental  
18 agreement included under the provisions of this chapter. RCW 59.18.055  
19 and 59.18.370 through 59.18.410 shall be applicable to any action of  
20 forcible entry or detainer or unlawful detainer arising from a tenancy  
21 under the provisions of this chapter, except when a mobile home or a  
22 tenancy in a mobile home lot is abandoned. Rentals of mobile homes  
23 ((themselves)) and mobile home lots where the mobile home is rented are  
24 governed by the Residential Landlord-Tenant Act, chapter 59.18 RCW.  
25 Recreational vehicles, as defined in RCW 59.20.030(7), occupying rented  
26 mobile home lots are governed by chapter 59.12 RCW and the Residential  
27 Landlord-Tenant Act, chapter 59.18 RCW.

28 **Sec. 4.** RCW 59.20.045 and 1993 c 66 s 18 are each amended to read  
29 as follows:

30 (1) The landlord may change the rules of the mobile home park by  
31 giving the tenant thirty days' written notice prior to the effective  
32 date of any change. In the case of a material change in park rules  
33 with respect to pets, tenants with minor children living with them, or  
34 recreational facilities, the tenant shall have a six-month period in  
35 which to comply with the change or vacate the mobile home park.

36 (2) Rules are enforceable against a tenant only if:

- 1       ~~((1))~~ (a) Their purpose is to promote the convenience, health,  
2 safety, or welfare of the residents, protect and preserve the premises  
3 from abusive use, or make a fair distribution of services and  
4 facilities made available for the tenants generally;
- 5       ~~((2))~~ (b) They are reasonably related to the purpose for which  
6 they are adopted;
- 7       ~~((3))~~ (c) They apply to all tenants in a fair manner;
- 8       ~~((4))~~ (d) They are not for the purpose of evading an obligation  
9 of the landlord; and
- 10       ~~((5))~~ (e) They are not retaliatory or discriminatory in nature.

11       **Sec. 5.** RCW 59.20.080 and 1993 c 66 s 19 are each amended to read  
12 as follows:

13       (1) A landlord shall not terminate or fail to renew a tenancy, of  
14 whatever duration except for one or more of the following reasons:

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

31       (b) Nonpayment of rent or other charges specified in the rental  
32 agreement, upon five days written notice to pay rent and/or other  
33 charges or to vacate;

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

1 (d) Failure of the tenant to comply with local ordinances and state  
2 laws and regulations relating to mobile homes or mobile home living  
3 within a reasonable time after the tenant's receipt of notice of such  
4 noncompliance from the appropriate governmental agency;

5 (e) Change of land use of the mobile home park including, but not  
6 limited to, conversion to a use other than for mobile homes or  
7 conversion of the mobile home park to a mobile home park cooperative or  
8 mobile home park subdivision: PROVIDED, That the landlord shall give  
9 the tenants twelve months' notice in advance of the effective date of  
10 such change(~~(, except that for the period of six months following April~~  
11 ~~28, 1989, the landlord shall give the tenants eighteen months' notice~~  
12 ~~in advance of the proposed effective date of such change));~~

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

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

30 (h) If the landlord serves a tenant three (~~fifteen-day~~) notices  
31 within a twelve-month period to comply or vacate for failure to comply  
32 with the material terms of the rental agreement or park rules, and if  
33 the tenant has been served fifteen-day notice to comply or vacate for  
34 failure to comply with each of the first two offenses, the landlord may  
35 evict the tenant immediately after issuing a third notice designated as  
36 a fifteen-day notice to vacate for failure to comply, without mediation  
37 and without further written notice to comply, regardless if the tenant  
38 has complied with any of the previous notices. The applicable twelve-  
39 month period shall commence on the date of the first violation;

1 (i) Failure of the tenant to comply with obligations imposed upon  
2 tenants by applicable provisions of municipal, county, and state codes,  
3 statutes, ordinances, and regulations, including chapter 59.20 RCW, to  
4 include failure to enter into a rental agreement. The landlord shall  
5 give the tenant written notice to comply immediately. The notice must  
6 state that failure to comply will result in termination of the tenancy  
7 and that the tenant shall vacate the premises within fifteen days;

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

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

21 (l) Any other substantial just cause that materially affects the  
22 health, safety, and welfare of other park residents. The landlord  
23 shall ~~((be))~~ give ~~((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; ~~((or))~~

27 (m) Failure to pay rent by the due date provided for in the rental  
28 agreement three or more times in a twelve-month period, commencing with  
29 the date of the first violation, ~~((after service of a five-day notice~~  
30 ~~to comply))~~ but only if the tenant has been served a five-day notice to  
31 pay rent or vacate for each of the first two violations. The landlord  
32 may evict immediately after giving a third notice designated as a  
33 notice to terminate tenancy for late rent payments, regardless if the  
34 tenant has complied with any of the previous five-day notices to pay  
35 rent or vacate;

36 (n) The tenant's violation of quiet enjoyment in the mobile home  
37 park to include verbal and physical abuse of tenants, the landlord, and  
38 the landlord's employees. The landlord may immediately evict any

1 tenant violating this subsection without further written notice to  
2 comply; or

3 (o) Violation of the mobile home lot rental agreement by the  
4 tenant. The landlord shall give the tenant written notice to comply  
5 immediately. Failure to comply will result in termination of the  
6 tenancy and the tenant shall vacate the premises within fifteen days  
7 from being given written notice.

8 (2) Within five days of a notice of eviction as required by  
9 subsection (1)(a) of this section, the landlord and tenant shall submit  
10 any dispute to mediation, unless a different time period is mutually  
11 agreed upon. The parties may agree in writing to mediation by an  
12 independent third party or through industry mediation procedures. If  
13 the parties cannot agree, then mediation shall be through industry  
14 mediation procedures. A duty is imposed upon both parties to  
15 participate in the mediation process in good faith ~~((for a period of))~~  
16 within ten days of receipt of a notice of mediation for an eviction  
17 under subsection (1)(a) of this section, unless a different time period  
18 is mutually agreed upon. It is a defense to an eviction under  
19 subsection (1)(a) of this section that a landlord did not participate  
20 in the mediation process in good faith. If the tenant does not  
21 mediate, fails to comply with a mediation agreement, or otherwise does  
22 not comply with this subsection, the landlord may immediately evict the  
23 tenant without further written notice to comply.

24 (3) ~~((Chapters 59.12 and 59.18 RCW govern the eviction of~~  
25 ~~recreational vehicles from mobile home parks))~~ The tenant shall  
26 continue to pay and be liable for the rent and any other charges due  
27 after service of any notice or after commencement of any legal action  
28 under this section, except for subsection (1)(b) of this section.

29 **Sec. 6.** RCW 59.20.090 and 1980 c 152 s 2 are each amended to read  
30 as follows:

31 (1) Unless otherwise agreed rental agreements shall be for a term  
32 of one year. Any rental agreement of whatever duration shall be  
33 automatically renewed for the term of the original rental agreement,  
34 unless(~~÷~~

35 ~~(a))~~ a different specified term is agreed upon~~((÷ or~~

36 ~~(b) The landlord serves notice of termination without cause upon~~  
37 ~~the tenant prior to the expiration of the rental agreement: PROVIDED,~~  
38 ~~That under such circumstances, at the expiration of the prior rental~~

1 ~~agreement the tenant shall be considered a month-to-month tenant upon~~  
2 ~~the same terms as in the prior rental agreement until the tenancy is~~  
3 ~~terminated)).~~

4 (2) A landlord seeking to increase the rent upon expiration of the  
5 term of a rental agreement of any duration shall notify the tenant in  
6 writing three months prior to the effective date of any increase in  
7 rent(~~(: PROVIDED, That if a landlord serves a tenant with notice of a~~  
8 ~~rental increase at the same time or subsequent to serving the tenant~~  
9 ~~with notice of termination without cause, such rental increase shall~~  
10 ~~not become effective until the date the tenant is required to vacate~~  
11 ~~the leased premises pursuant to the notice of termination or three~~  
12 ~~months from the date notice of rental increase is served, whichever is~~  
13 ~~later)).~~

14 (3) A tenant shall notify the landlord in writing one month prior  
15 to the expiration of a rental agreement of an intention not to renew.

16 (4)(a) The tenant may terminate the rental agreement upon thirty  
17 days written notice whenever a change in the location of the tenant's  
18 employment requires a change in his residence, and shall not be liable  
19 for rental following such termination unless after due diligence and  
20 reasonable effort the landlord is not able to rent the mobile home lot  
21 at a fair rental. If the landlord is not able to rent the lot, the  
22 tenant shall remain liable for the rental specified in the rental  
23 agreement until the lot is rented or the original term ends;

24 (b) Any tenant who is a member of the armed forces may terminate a  
25 rental agreement with less than thirty days notice if he receives  
26 reassignment orders which do not allow greater notice.

27 **Sec. 7.** RCW 59.20.140 and 1988 c 150 s 6 are each amended to read  
28 as follows:

29 It shall be the duty of the tenant to pay the rental amount at such  
30 times and in such amounts as provided for in the rental agreement or as  
31 otherwise provided by law and comply with all obligations imposed upon  
32 tenants by applicable provisions of all municipal, county, and state  
33 codes, statutes, ordinances and regulations, and in addition the tenant  
34 shall:

35 (1) Keep the mobile home lot which he occupies and uses as clean  
36 and sanitary as the conditions of the premises permit;

37 (2) Properly dispose of all rubbish, garbage, and other organic or  
38 flammable waste, in a clean and sanitary manner at reasonable and

1 regular intervals, and assume all costs of extermination and fumigation  
2 for infestation caused by the tenant on the tenant's leased premises;

3 (3) Not intentionally or negligently destroy, deface, damage,  
4 impair, or remove any facilities, equipment, furniture, furnishings,  
5 fixtures or appliances provided by the landlord, or permit any member  
6 of his family, invitee, or licensee, or any person acting under his  
7 control to do so;

8 (4) Not permit a nuisance or common waste; ((and))

9 (5) Not engage in drug-related activities as defined in RCW  
10 59.20.080;

11 (6) Not interfere with other tenants' peaceful enjoyment of their  
12 mobile home or mobile home lot; and

13 (7) Not verbally or physically abuse other tenants, the landlord,  
14 or the landlord's employees.

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

17 Any rent, reasonable expenses, costs, or attorneys' fees owed by  
18 the tenant to the landlord under this chapter and RCW 7.75.030 shall be  
19 paid to the landlord prior to removal of the mobile home from the  
20 mobile home park.

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

23 (1) Any landlord may sell on the mobile home lot or any other  
24 location a mobile home or any other personal property located on the  
25 mobile home lot after the tenant owing the landlord has either  
26 abandoned the mobile home or has been evicted from the mobile home lot  
27 under an unlawful detainer action.

28 (2) A mobile home or any other personal property located on the  
29 mobile home lot may be sold at a public auction after the following  
30 notice and publication:

31 (a) Notification by first class mail of any owner and any  
32 lienholder of record of the mobile home or personal property;

33 (b) Posting of notice on the mobile home or personal property; and

34 (c) Publication one time in a newspaper of general circulation in  
35 the city or county where the mobile home or personal property are  
36 located.

37 (3) The notice shall contain the following information:

1 (a) A description of the mobile home or personal property and the  
2 location;

3 (b) The time, date, and location of the public auction; and

4 (c) The name, address, and telephone number of the landlord who is  
5 selling the mobile home or personal property.

6 (4) The public auction may be held fifteen days after completion of  
7 the notice and publication requirements in subsections (2) and (3) of  
8 this section.

9 (5) Prior to the sale at public auction of the mobile home or  
10 personal property, an owner or lienholder of record may regain  
11 possession of the mobile home or personal property by the following  
12 actions:

13 (a) Making payment to the landlord on all charges, to include  
14 attorneys' fees and costs incurred by the landlord in regard to the  
15 mobile home or personal property, and to include any unlawful detainer  
16 action; and

17 (b) Making arrangements satisfactory with the landlord for the  
18 immediate removal of the mobile home or personal property from the  
19 mobile home lot.

20 (6) The proceeds of a sale under this section shall be applied  
21 first to the payment of any lienholder with a security interest in the  
22 mobile home or personal property; then to payment of the charges,  
23 attorneys' fees, and costs under subsection (5) of this section; and  
24 then to satisfy any other liens on the mobile home or personal property  
25 in order of their priority. The balance, if any, shall be paid to the  
26 mobile home or personal property owner. If the owner cannot in the  
27 exercise of due diligence be located by the landlord within one year of  
28 the date of the sale, the excess funds from the sale shall revert to  
29 the department of revenue under chapter 63.29 RCW. If the sale is for  
30 a sum less than the applicable charges, attorneys' fees, and costs  
31 under subsection (5) of this section, the landlord is entitled to  
32 assert a claim for deficiency against the owner of the mobile home or  
33 personal property.

34 (7) In the event no one purchases the mobile home or personal  
35 property at a public auction, or the mobile home or personal property  
36 is not removed from the lot, or other arrangements agreed to by the  
37 landlord are not made within ten days of sale, ownership of the mobile  
38 home or personal property shall revert to the landlord.

1 (8) The rights granted to a landlord under this section are in  
2 addition to any other legal rights a landlord may have and in no manner  
3 does this section alter those legal rights.

4 **Sec. 10.** RCW 59.20.130 and 1993 c 66 s 20 are each amended to read  
5 as follows:

6 It shall be the duty of the landlord to:

7 (1) Comply with codes, statutes, ordinances, and administrative  
8 rules applicable to the mobile home park;

9 (2) Maintain the common premises and prevent the accumulation of  
10 stagnant water and to prevent the detrimental effects of moving water  
11 when such condition is not the fault of the tenant;

12 (3) Keep any shared or common premises reasonably clean, sanitary,  
13 and safe from defects to reduce the hazards of fire or accident;

14 (4) Keep all common premises of the mobile home park, not in the  
15 possession of tenants, free of weeds or plant growth noxious and  
16 detrimental to the health of the tenants and free from potentially  
17 injurious or unsightly objects and condition;

18 (5) Exterminate or make a reasonable effort to exterminate rodents,  
19 vermin, or other pests dangerous to the health and safety of the tenant  
20 whenever infestation exists on the common premises or whenever  
21 infestation occurs in the interior of a mobile home as a result of  
22 infestation existing on the common premises;

23 (6) Maintain and protect all utilities provided to the mobile home  
24 in good working condition. Maintenance responsibility shall be  
25 determined at that point where the normal mobile home utilities "hook-  
26 ups" connect to those provided by the landlord or utility company;

27 (7) Respect the privacy of the tenants and shall have no right of  
28 entry to a mobile home without the prior written consent of the  
29 occupant, except in case of emergency or when the occupant has  
30 abandoned the mobile home. Such consent may be revoked in writing by  
31 the occupant at any time. The ownership or management shall have a  
32 right of entry upon the land upon which a mobile home is situated for  
33 maintenance of utilities, to insure compliance with applicable codes,  
34 statutes, ordinances, administrative rules, and the rental agreement  
35 and the rules of the park, and protection of the mobile home park at  
36 any reasonable time or in an emergency, but not in a manner or at a  
37 time which would interfere with the occupant's quiet enjoyment;

1 (8) Allow tenants freedom of choice in the purchase of goods and  
2 services, and not unreasonably restrict access to the mobile home park  
3 for such purposes;

4 (9) Maintain roads within the mobile home park in good condition;  
5 ((and))

6 (10) Notify each tenant within five days after a petition has been  
7 filed by the landlord for a change in the zoning of the land where the  
8 mobile home park is located and make a description of the change  
9 available to the tenant; and

10 (11) Not verbally or physically abuse any tenant or other resident  
11 of the park, or allow an employee to do so.

12 A landlord shall not have a duty to repair a defective condition  
13 under this section, nor shall any defense or remedy be available to the  
14 tenant under this chapter, if the defective condition complained of was  
15 caused by the conduct of the tenant, the tenant's family, invitee, or  
16 other person acting under the tenant's control, or if a tenant  
17 unreasonably fails to allow the landlord access to the property for  
18 purposes of repair.

19 **Sec. 11.** RCW 59.23.025 and 1993 c 66 s 5 are each amended to read  
20 as follows:

21 If notice of a desire to purchase has been given under RCW  
22 59.23.015, a park owner shall promptly notify the qualified tenant  
23 organization that an agreement to purchase and sell has been reached  
24 and the terms of the agreement, including the availability and terms of  
25 seller financing, before closing a sale with any other person or  
26 entity. If, within thirty days after the actual notice has been  
27 received, the qualified tenant organization tenders to the park owner  
28 an amount equal to two percent of the agreed purchase price, refundable  
29 only according to this chapter, together with a fully executed purchase  
30 and sale agreement at least as favorable to the park owner as the  
31 original agreement, the mobile home park owner must sell the mobile  
32 home park to the qualified tenant organization. The tenant  
33 organization must then close the sale on the same terms as outlined in  
34 the original agreement between the park owner and the prospective  
35 purchaser. In the case of seller financing, a mobile home park owner  
36 may decline to sell the mobile home park to the qualified tenant  
37 organization if, based on reasonable and objective evidence, to do so

1 would present a greater financial risk to the seller than would selling  
2 on the same terms to the original offeror.

3 If the qualified tenant organization fails to perform under the  
4 terms of the agreement the owner may proceed with the sale to any other  
5 party at these terms. If the park owner thereafter elects to accept an  
6 offer at a price lower than the price specified in the notice, the  
7 homeowners will have an additional ten days to meet the price and terms  
8 and conditions of this lower offer by executing a contract. If the  
9 qualified tenant organization fails to perform following two such  
10 opportunities, the park owner shall be free for a period of twenty-four  
11 months to execute a sale of the park to any other party.

12 A mobile home park owner who enters into a signed agreement to  
13 sell or transfer the ownership of the mobile home park to a relative or  
14 a legal entity composed of relatives or established for the benefit of  
15 relatives of the mobile home park owner, who signs an agreement stating  
16 the intention to maintain the property as a mobile home park is  
17 exempted from the requirements of this section and RCW 59.23.030.

18 NEW SECTION. **Sec. 12.** RCW 59.22.090 and 1991 c 327 s 4 are each  
19 repealed.

--- END ---