

CERTIFICATION OF ENROLLMENT

SUBSTITUTE SENATE BILL 6851

59th Legislature
2006 Regular Session

Passed by the Senate March 7, 2006
YEAS 48 NAYS 0

President of the Senate

Passed by the House March 1, 2006
YEAS 93 NAYS 3

Speaker of the House of Representatives

Approved

Governor of the State of Washington

CERTIFICATE

I, Thomas Hoemann, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **SUBSTITUTE SENATE BILL 6851** as passed by the Senate and the House of Representatives on the dates hereon set forth.

Secretary

FILED

**Secretary of State
State of Washington**

SUBSTITUTE SENATE BILL 6851

AS AMENDED BY THE HOUSE

Passed Legislature - 2006 Regular Session

State of Washington 59th Legislature 2006 Regular Session

By Senate Committee on Financial Institutions, Housing Consumer Protection (originally sponsored by Senators Prentice and Fairley)

READ FIRST TIME 02/03/06.

1 AN ACT Relating to closure of mobile home parks and manufactured
2 housing communities; amending RCW 59.21.030 and 59.20.060; and creating
3 new sections.

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

5 **Sec. 1.** RCW 59.21.030 and 1995 c 122 s 7 are each amended to read
6 as follows:

7 (1) Notice required by RCW 59.20.080 before park closure or
8 conversion of the park, whether twelve months or longer, shall be given
9 to the director and all tenants in writing, and posted at all park
10 entrances. The notice required by RCW 59.20.080 must also meet the
11 following requirements:

12 (a) A copy of the closure notice must be provided with all month-
13 to-month rental agreements signed after the original park closure
14 notice date((~~-~~));

15 (b) Notice to the director must include: (i) A good faith estimate
16 of the timetable for removal of the mobile homes ((~~and~~)); (ii) the
17 reason for closure((~~-~~)); and (iii) a list of the names and mailing
18 addresses of the current registered park tenants. Notice required

1 under this subsection must be sent to the director within ten business
2 days of the date notice was given to all tenants as required by RCW
3 59.20.080; and

4 (c) Notice must (~~also~~) be recorded in the office of the county
5 auditor for the county where the mobile home park is located.

6 (2) The department must mail every tenant an application and
7 information on relocation assistance within ten business days of
8 receipt of the notice required in subsection (1) of this section.

9 **Sec. 2.** RCW 59.20.060 and 2002 c 63 s 1 are each amended to read
10 as follows:

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

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

18 (b) Reasonable rules for guest parking which shall be clearly
19 stated;

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

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

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

30 (f) A forwarding address of the tenant or the name and address of
31 a person who would likely know the whereabouts of the tenant in the
32 event of an emergency or an abandonment of the mobile home,
33 manufactured home, or park model;

34 (g)(i) A covenant by the landlord that, except for acts or events
35 beyond the control of the landlord, the mobile home park will not be
36 converted to a land use that will prevent the space that is the subject

1 of the lease from continuing to be used for its intended use for a
2 period of three years after the beginning of the term of the rental
3 agreement;

4 (ii) A rental agreement may, in the alternative, contain a
5 statement that: "The park may be sold or otherwise transferred at any
6 time with the result that subsequent owners may close the mobile home
7 park, or that the landlord may close the park at any time after the
8 required notice." The covenant or statement required by this
9 subsection must: (A) Appear in print that is in bold face and is
10 larger than the other text of the ((lease and must)) rental agreement;
11 (B) be set off by means of a box, blank space, or comparable visual
12 device;

13 ~~((The requirements of this subsection shall apply to tenancies~~
14 ~~initiated after April 28, 1989)) and (C) be located directly above the
15 tenant's signature on the rental agreement.~~

16 (h) The terms and conditions under which any deposit or portion
17 thereof may be withheld by the landlord upon termination of the rental
18 agreement if any moneys are paid to the landlord by the tenant as a
19 deposit or as security for performance of the tenant's obligations in
20 a rental agreement;

21 (i) A listing of the utilities, services, and facilities which will
22 be available to the tenant during the tenancy and the nature of the
23 fees, if any, to be charged;

24 (j) A description of the boundaries of a mobile home space
25 sufficient to inform the tenant of the exact location of the tenant's
26 space in relation to other tenants' spaces;

27 (k) A statement of the current zoning of the land on which the
28 mobile home park is located; and

29 (l) A statement of the expiration date of any conditional use,
30 temporary use, or other land use permit subject to a fixed expiration
31 date that is necessary for the continued use of the land as a mobile
32 home park.

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

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

1 (b) Which authorizes the towing or impounding of a vehicle except
2 upon notice to the owner thereof or the tenant whose guest is the owner
3 of the vehicle;

4 (c) Which allows the landlord to alter the due date for rent
5 payment or increase the rent: (i) During the term of the rental
6 agreement if the term is less than one year, or (ii) more frequently
7 than annually if the term is for one year or more: PROVIDED, That a
8 rental agreement may include an escalation clause for a pro rata share
9 of any increase in the mobile home park's real property taxes or
10 utility assessments or charges, over the base taxes or utility
11 assessments or charges of the year in which the rental agreement took
12 effect, if the clause also provides for a pro rata reduction in rent or
13 other charges in the event of a reduction in real property taxes or
14 utility assessments or charges, below the base year: PROVIDED FURTHER,
15 That a rental agreement for a term exceeding one year may provide for
16 annual increases in rent in specified amounts or by a formula specified
17 in such agreement;

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

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

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

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

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

36 NEW SECTION. **Sec. 3.** The department of community, trade, and
37 economic development, working in collaboration with mobile home park

1 associations and other interested parties, shall provide notice of this
2 act to mobile or manufactured home landlords or park owners by mailing
3 written notification to all known park landlords and owners, and by
4 other reasonable means. Notification must take place before July 1,
5 2006.

6 NEW SECTION. **Sec. 4.** With respect to written mobile or
7 manufactured home space rental agreements in effect on the effective
8 date of this act, section 2 of this act applies prospectively when the
9 term of the tenancy under the agreement is renewed.

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