

ESHB 1582 - S COMM AMD  
By Committee on Ways & Means

ADOPTED AND ENGROSSED 4/17/19

1 Strike everything after the enacting clause and insert the  
2 following:

3 "Sec. 1. RCW 59.20.030 and 2008 c 116 s 2 are each amended to  
4 read as follows:

5 For purposes of this chapter:

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

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

17 (3) "Housing and low-income assistance organization" means an  
18 organization that provides tenants living in mobile home parks,  
19 manufactured housing communities, and manufactured/mobile home  
20 communities with information about their rights and other pertinent  
21 information;

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

24 (~~(4)~~) (5) "Landlord" means the owner of a mobile home park and  
25 includes the agents of a landlord;

26 (~~(5)~~) (6) "Local government" means a town government, city  
27 government, code city government, or county government in the state  
28 of Washington;

29 (~~(6)~~) (7) "Manufactured home" means a single-family dwelling  
30 built according to the United States department of housing and urban  
31 development manufactured home construction and safety standards act,  
32 which is a national preemptive building code. A manufactured home

1 also: (a) Includes plumbing, heating, air conditioning, and  
2 electrical systems; (b) is built on a permanent chassis; and (c) can  
3 be transported in one or more sections with each section at least  
4 eight feet wide and forty feet long when transported, or when  
5 installed on the site is three hundred twenty square feet or greater;

6 ~~((7))~~ (8) "Manufactured/mobile home" means either a  
7 manufactured home or a mobile home;

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

16 ~~((9))~~ (10) "Mobile home lot" means a portion of a mobile home  
17 park or manufactured housing community designated as the location of  
18 one mobile home, manufactured home, or park model and its accessory  
19 buildings, and intended for the exclusive use as a primary residence  
20 by the occupants of that mobile home, manufactured home, or park  
21 model;

22 ~~((10))~~ (11) "Mobile home park," "manufactured housing  
23 community," or "manufactured/mobile home community" means any real  
24 property which is rented or held out for rent to others for the  
25 placement of two or more mobile homes, manufactured homes, or park  
26 models for the primary purpose of production of income, except where  
27 such real property is rented or held out for rent for seasonal  
28 recreational purpose only and is not intended for year-round  
29 occupancy;

30 ~~((11))~~ (12) "Mobile home park cooperative" or "manufactured  
31 housing cooperative" means real property consisting of common areas  
32 and two or more lots held out for placement of mobile homes,  
33 manufactured homes, or park models in which both the individual lots  
34 and the common areas are owned by an association of shareholders  
35 which leases or otherwise extends the right to occupy individual lots  
36 to its own members;

37 ~~((12))~~ (13) "Mobile home park subdivision" or "manufactured  
38 housing subdivision" means real property, whether it is called a  
39 subdivision, condominium, or planned unit development, consisting of  
40 common areas and two or more lots held for placement of mobile homes,

1 manufactured homes, or park models in which there is private  
2 ownership of the individual lots and common, undivided ownership of  
3 the common areas by owners of the individual lots;

4 ~~((13))~~ (14) "Notice of sale" means a notice required under RCW  
5 59.20.300 to be delivered to all tenants of a manufactured/mobile  
6 home community and other specified parties within fourteen days after  
7 the date on which any advertisement, multiple listing, or public  
8 notice advertises that a manufactured/mobile home community is for  
9 sale;

10 ~~((14))~~ (15) "Park model" means a recreational vehicle intended  
11 for permanent or semi-permanent installation and is used as a primary  
12 residence;

13 ~~((15))~~ (16) "Qualified sale of manufactured/mobile home  
14 community" means the sale, as defined in RCW 82.45.010, of land and  
15 improvements comprising a manufactured/mobile home community that is  
16 transferred in a single purchase to a qualified tenant organization  
17 or to an eligible organization for the purpose of preserving the  
18 property as a manufactured/mobile home community;

19 ~~((16))~~ (17) "Qualified tenant organization" means a formal  
20 organization of tenants within a manufactured/mobile home community,  
21 with the only requirement for membership consisting of being a  
22 tenant;

23 ~~((17))~~ (18) "Recreational vehicle" means a travel trailer,  
24 motor home, truck camper, or camping trailer that is primarily  
25 designed and used as temporary living quarters, is either self-  
26 propelled or mounted on or drawn by another vehicle, is transient, is  
27 not occupied as a primary residence, and is not immobilized or  
28 permanently affixed to a mobile home lot;

29 ~~((18))~~ (19) "Tenant" means any person, except a transient, who  
30 rents a mobile home lot;

31 ~~((19))~~ (20) "Transient" means a person who rents a mobile home  
32 lot for a period of less than one month for purposes other than as a  
33 primary residence;

34 ~~((20))~~ (21) "Occupant" means any person, including a live-in  
35 care provider, other than a tenant, who occupies a mobile home,  
36 manufactured home, or park model and mobile home lot.

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

39 Rules are enforceable against a tenant only if:

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

5 (2) They are reasonably related to the purpose for which they are  
6 adopted;

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

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

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

11 (6) With respect to any new or amended rules not contained within  
12 the rental agreement, the tenant was provided at least thirty days'  
13 written notice of the new or amended rule. The tenant must be  
14 provided with at least three months to comply with the new or amended  
15 rule after the thirty-day notice period. Within the three-month grace  
16 period, any violation of the new or amended rule must result in a  
17 warning only. After expiration of the three-month grace period, any  
18 violation of the new or amended rule subjects the tenant to  
19 termination of the tenancy as authorized under RCW 59.20.080(1)(a).

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

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

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

29 (b) Reasonable rules for guest parking which shall be clearly  
30 stated;

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

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

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

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

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

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

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

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

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

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

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

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

6       ~~(-m))~~ (n) A statement of the expiration date of any conditional  
7 use, temporary use, or other land use permit subject to a fixed  
8 expiration date that is necessary for the continued use of the land  
9 as a mobile 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 ~~((one))~~ two years, or (ii) more  
25 frequently than annually if the initial term is for ~~((one))~~ two years  
26 or more: PROVIDED, That a rental agreement may include an escalation  
27 clause for a pro rata share of any increase in the mobile home park's  
28 real property taxes or utility assessments or charges, over the base  
29 taxes or utility assessments or charges of the year in which the  
30 rental agreement took effect, if the clause also provides for a pro  
31 rata reduction in rent or other charges in the event of a reduction  
32 in real property taxes or utility assessments or charges, below the  
33 base year: PROVIDED FURTHER, That a rental agreement for a term  
34 exceeding ~~((one))~~ two years may provide for annual increases in rent  
35 in specified amounts or by a formula specified in such agreement. Any  
36 rent increase authorized under this subsection (2)(c) that occurs  
37 within the closure notice period pursuant to RCW 59.20.080(1)(e) may  
38 not be more than one percentage point above the United States  
39 consumer price index for all urban consumers, housing component,  
40 published by the United States bureau of labor statistics in the

1 periodical "Monthly Labor Review and Handbook of Labor Statistics" as  
2 established 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 days in any sixty-day  
11 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. 4.** RCW 59.20.070 and 2012 c 213 s 2 are each amended to  
26 read as follows:

27 A landlord shall not:

28 (1) Deny any tenant the right to sell such tenant's mobile home,  
29 manufactured home, or park model within a park, or prohibit, in any  
30 manner, any tenant from posting on the tenant's manufactured/mobile  
31 home or park model, or on the rented mobile home lot, a commercially  
32 reasonable "for sale" sign or any similar sign designed to advertise  
33 the sale of the manufactured/mobile home or park model. In addition,  
34 a landlord shall not require the removal of the mobile home,  
35 manufactured home, or park model from the park because of the sale  
36 thereof. Requirements for the transfer of the rental agreement are in  
37 RCW 59.20.073. Nothing in this subsection prohibits a landlord from  
38 enforcing reasonable rules or restrictions regarding the placement of  
39 "for sale" signs on the tenant's manufactured/mobile home or park

1 model, or on the rented mobile home lot, if (a) the main purpose of  
2 the rules or restrictions is to protect the safety of park tenants or  
3 residents and (b) the rules or restrictions comply with RCW  
4 59.20.045. The landlord may restrict the number of "for sale" signs  
5 on the lot to two and may restrict the size of the signs to conform  
6 to those in common use by home sale businesses;

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

16 (3) Prohibit the distribution of information or meetings by  
17 tenants of the mobile home park to discuss mobile home living and  
18 affairs, including political caucuses or forums for or speeches of  
19 public officials or candidates for public office, meetings with  
20 housing and low-income assistance organizations, or meetings of  
21 organizations that represent the interest of tenants in the park,  
22 held in a tenant's home or any of the park community or recreation  
23 halls if these halls are open for the use of the tenants, conducted  
24 at reasonable times and in an orderly manner on the premises, nor  
25 penalize any tenant for participation in such activities;

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

31 (5) Evict a tenant, terminate a rental agreement, decline to  
32 renew a rental agreement, increase rental or other tenant  
33 obligations, decrease services, or modify park rules in retaliation  
34 for any of the following actions on the part of a tenant taken in  
35 good faith:

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



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

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

5 (d) Participation or membership in any homeowners association or  
6 group;

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

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

15 (8) Prevent the entry or require the removal of a mobile home,  
16 manufactured home, or park model for the sole reason that the mobile  
17 home has reached a certain age. Nothing in this subsection shall  
18 limit a (~~landlords'~~) landlord's right to exclude or expel a mobile  
19 home, manufactured home, or park model for any other reason,  
20 including but not limited to, failure to comply with fire, safety,  
21 and other provisions of local ordinances and state laws relating to  
22 mobile homes, manufactured homes, and park models, as long as the  
23 action conforms to this chapter or any other relevant statutory  
24 provision.

25 **Sec. 5.** RCW 59.20.073 and 2012 c 213 s 3 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 shall notify the landlord in writing of the date  
32 of the intended sale and transfer of the rental agreement at least  
33 fifteen days in advance of such intended transfer and shall notify  
34 the buyer in writing of the provisions of this section. The tenant  
35 shall verify in writing to the landlord payment of all taxes, rent,  
36 and reasonable expenses due on the mobile home, manufactured home, or  
37 park model and mobile home lot. The tenant shall notify the buyer of  
38 all taxes, rent, and reasonable expenses due on the manufactured/  
39 mobile home or park model and the mobile home lot.

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

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

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

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

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

24       (6) Failure to notify the landlord in writing, as required under  
25 subsection (2) of this section; or failure of the new tenant to make  
26 a good faith attempt to arrange an interview with the landlord to  
27 discuss assignment of the rental agreement; or failure of the current  
28 or new tenant to obtain written approval of the landlord for  
29 assignment of the rental agreement, shall be grounds for disapproval  
30 of such transfer.

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

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

36       (a) In accordance with RCW 59.20.045(6), substantial violation,  
37 or repeated or periodic violations, of an enforceable rule of the  
38 mobile home park as established by the landlord at the inception of  
39 or during the tenancy (~~or as assumed subsequently with the consent~~

1 ~~of the tenant~~) or for violation of the tenant's duties as provided  
2 in RCW 59.20.140. The tenant shall be given written notice to cease  
3 the rule violation immediately. The notice shall state that failure  
4 to cease the violation of the rule or any subsequent violation of  
5 that or any other rule shall result in termination of the tenancy,  
6 and that the tenant shall vacate the premises within (~~fifteen~~)  
7 twenty days: PROVIDED, That for a periodic violation the notice shall  
8 also specify that repetition of the same violation shall result in  
9 termination: PROVIDED FURTHER, That in the case of a violation of a  
10 "material change" in park rules with respect to pets, tenants with  
11 minor children living with them, or recreational facilities, the  
12 tenant shall be given written notice under this chapter of a six  
13 month period in which to comply or vacate;

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

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

21 (d) Failure of the tenant to comply with local ordinances and  
22 state laws and regulations relating to mobile homes, manufactured  
23 homes, or park models or mobile home, manufactured homes, or park  
24 model living within a reasonable time after the tenant's receipt of  
25 notice of such noncompliance from the appropriate governmental  
26 agency;

27 (e) Change of land use of the mobile home park including, but not  
28 limited to, closure of the mobile home park or conversion to a use  
29 other than for mobile homes, manufactured homes, or park models or  
30 conversion of the mobile home park to a mobile home park cooperative  
31 or mobile home park subdivision. The landlord shall give the tenants  
32 twelve months' notice in advance of the effective date of such  
33 change. The closure notice requirement does not apply if:

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

36 (ii) The mobile home park or manufactured housing community is  
37 sold to an organization comprised of park or community tenants, to a  
38 nonprofit organization, to a local government, or to a housing  
39 authority for the purpose of preserving the park or community; or

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

10        (f) Engaging in "criminal activity." "Criminal activity" means a  
11 criminal act defined by statute or ordinance that threatens the  
12 health, safety, or welfare of the tenants. A park owner seeking to  
13 evict a tenant or occupant under this subsection need not produce  
14 evidence of a criminal conviction, even if the alleged misconduct  
15 constitutes a criminal offense. Notice from a law enforcement agency  
16 of criminal activity constitutes sufficient grounds, but not the only  
17 grounds, for an eviction under this subsection. Notification of the  
18 seizure of illegal drugs under RCW 59.20.155 is evidence of criminal  
19 activity and is grounds for an eviction under this subsection. The  
20 requirement that any tenant or occupant register as a sex offender  
21 under RCW 9A.44.130 is grounds for eviction of the sex offender under  
22 this subsection. If criminal activity is alleged to be a basis of  
23 termination, the park owner may proceed directly to an unlawful  
24 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~~) twenty-  
31 day notices, each of which was valid under (a) of this subsection at  
32 the time of service, within a twelve-month period to comply or vacate  
33 for failure to comply with the material terms of the rental agreement  
34 or an enforceable park rule, other than failure to pay rent by the  
35 due date. The applicable twelve-month period shall commence on the  
36 date of the first violation;

37        (i) Failure of the tenant to comply with obligations imposed upon  
38 tenants by applicable provisions of municipal, county, and state  
39 codes, statutes, ordinances, and regulations, including this chapter.  
40 The landlord shall give the tenant written notice to comply

1 immediately. The notice must state that failure to comply will result  
2 in termination of the tenancy and that the tenant shall vacate the  
3 premises within fifteen days;

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

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

19 (l) Any other substantial just cause that materially affects the  
20 health, safety, and welfare of other park residents. The landlord  
21 shall give the tenant written notice to comply immediately. The  
22 notice must describe the harm caused by the tenant, describe what the  
23 tenant must do to comply and to discontinue the harm, and state that  
24 failure to comply will result in termination of the tenancy and that  
25 the tenant shall vacate the premises within fifteen days; or

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

30 (2) Within five days of a notice of eviction as required by  
31 subsection (1)(a) of this section, the landlord and tenant shall  
32 submit any dispute to mediation. The parties may agree in writing to  
33 mediation by an independent third party or through industry mediation  
34 procedures. If the parties cannot agree, then mediation shall be  
35 through industry mediation procedures. A duty is imposed upon both  
36 parties to participate in the mediation process in good faith for a  
37 period of ten days for an eviction under subsection (1)(a) of this  
38 section. It is a defense to an eviction under subsection (1)(a) of  
39 this section that a landlord did not participate in the mediation  
40 process in good faith.

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

10           (4) Chapters 59.12 and 59.18 RCW govern the eviction of  
11 recreational vehicles, as defined in RCW 59.20.030, from mobile home  
12 parks. This chapter governs the eviction of mobile homes,  
13 manufactured homes, park models, and recreational vehicles used as a  
14 primary residence from a mobile home park.

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

17           Any landlord who has complied with the notice requirements under  
18 RCW 59.20.080(1)(e) may provide a short-term rental agreement for a  
19 recreational vehicle for any mobile home lot or space that is vacant  
20 at the time of or becomes vacant after the notice of closure or  
21 conversion is provided. The rental agreement term for such  
22 recreational vehicles must be for no longer than the date on which  
23 the mobile home park is officially closed. Any short-term rental  
24 agreement provided under this section is not subject to the  
25 provisions of this chapter. For purposes of this section, a  
26 "recreational vehicle" does not mean a park model.

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

29           (1)(a) If at any time during the tenancy, the landlord fails to  
30 carry out any of the duties imposed by RCW 59.20.130, and notice of  
31 the defect is given to the landlord pursuant to RCW 59.20.200, the  
32 tenant may submit to the landlord or the landlord's designated agent  
33 by certified mail or in person at least two bids to perform the  
34 repairs necessary to correct the defective condition from licensed or  
35 registered persons, or if no licensing or registration requirement  
36 applies to the type of work to be performed, from responsible persons  
37 capable of performing such repairs. Such bids may be submitted to the

1 landlord at the same time as notice is given pursuant to RCW  
2 59.20.200.

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

8 (2) If the landlord fails to commence repair of the defective  
9 condition within a reasonable time after receipt of notice from the  
10 tenant, the tenant may contract with the person submitting the lowest  
11 bid to make the repair, and upon the completion of the repair and an  
12 opportunity for inspection by the landlord or the landlord's  
13 designated agent, the tenant may deduct the cost of repair from the  
14 rent in an amount not to exceed the sum expressed in dollars  
15 representing one month's rental of the tenant's mobile home space in  
16 any calendar year. When, however, the landlord is required to begin  
17 remedying the defective condition within thirty days under RCW  
18 59.20.200, the tenant cannot contract for repairs for at least  
19 fifteen days following receipt of bids by the landlord. The total  
20 costs of repairs deducted by the tenant in any calendar year under  
21 this subsection shall not exceed the sum expressed in dollars  
22 representing one month's rental of the tenant's mobile home space.

23 (3) Two or more tenants shall not collectively initiate remedies  
24 under this section. Remedial action under this section shall not be  
25 initiated for conditions in the design or construction existing in a  
26 mobile home park before June 7, 1984.

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

28 (a) Create a relationship of employer and employee between  
29 landlord and tenant; or

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

31 (c) Constitute the tenant as an agent of the landlord for the  
32 purposes of mechanics' and material suppliers' liens under chapter  
33 60.04 RCW.

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

39 (6) Nothing in this section shall prevent the tenant from  
40 agreeing with the landlord to undertake the repairs in return for

1 cash payment or a reasonable reduction in rent, the agreement to be  
2 between the parties, and this agreement does not alter the landlord's  
3 obligations under this chapter.

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

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

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

14 (3) When an order for limited dissemination of an unlawful  
15 detainer action has been entered with respect to a person, a tenant  
16 screening service provider must not: (a) Disclose the existence of  
17 that unlawful detainer action in a tenant screening report pertaining  
18 to the person for whom dissemination has been limited, or (b) use the  
19 unlawful detainer action as a factor in determining any score or  
20 recommendation to be included in a tenant screening report pertaining  
21 to the person for whom dissemination has been limited.

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

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

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

30 "CLOSURE NOTICE TO TENANTS

31 NOTICE IS HEREBY GIVEN on the . . . . day of . . . ., . . . ., of  
32 a conversion of this mobile home park or manufactured housing  
33 community to a use other than for mobile homes, manufactured homes,  
34 or park models, or of a conversion of the mobile home park or  
35 manufactured housing community to a mobile home park cooperative or a  
36 mobile home park subdivision. This change of use becomes effective on  
37 the . . . . day of . . . ., . . . ., which is the date twelve months  
38 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  
31 ~~((month-to-month))~~ rental agreements signed after the original park  
32 closure notice date as 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  
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 (~~(2)~~) (4) The department must mail every tenant an application  
4 and information on relocation assistance within ten business days of  
5 receipt of the notice required in subsection (1) of this section.

6 NEW SECTION. **Sec. 11.** A new section is added to chapter 59.21  
7 RCW to read as follows:

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

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

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

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

27 (3) Specifically, the study must:

28 (a) Evaluate the impact of various rental agreement terms and  
29 provide recommendations on the best option for the duration of rental  
30 agreement terms;

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

35 (c) Evaluate possible approaches to increasing the amount of  
36 manufactured housing communities in Washington, including siting and  
37 development of new manufactured housing communities;

- 1 (d) Evaluate methods to incentivize and build new manufactured  
2 housing community developments; and
- 3 (e) Evaluate the impact of various processes for amending or  
4 adding to mobile home park rules, including appropriate notice  
5 periods, and provide recommendations on the best process for amending  
6 or adding to park rules.
- 7 (4) The study must begin by August 1, 2019. The department of  
8 commerce must issue a final report, including the result of any  
9 facilitated agreed upon recommendations, to the appropriate  
10 committees of the legislature by June 30, 2020.
- 11 (5) This section expires January 1, 2021."

**ESHB 1582** - S COMM AMD  
By Committee on Ways & Means

**ADOPTED AND ENGROSSED 4/17/19**

12 On page 1, line 1 of the title, after "protections;" strike the  
13 remainder of the title and insert "amending RCW 59.20.030, 59.20.045,  
14 59.20.060, 59.20.070, 59.20.073, 59.20.080, 59.20.210, and 59.21.030;  
15 adding new sections to chapter 59.20 RCW; adding a new section to  
16 chapter 59.21 RCW; creating a new section; and providing an  
17 expiration date."

--- END ---