

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

ADOPTED AS AMENDED 04/17/2019

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,

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

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

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

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

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

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

38 ~~((12))~~ (13) "Mobile home park subdivision" or "manufactured
39 housing subdivision" means real property, whether it is called a
40 subdivision, condominium, or planned unit development, consisting of

1 common areas and two or more lots held for placement of mobile homes,
2 manufactured homes, or park models in which there is private
3 ownership of the individual lots and common, undivided ownership of
4 the common areas by owners of the individual lots;

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

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

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

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

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

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

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

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

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

1 Rules are enforceable against a tenant only if:

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

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

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

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

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

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

21 **Sec. 3.** RCW 59.20.050 and 1999 c 359 s 4 are each amended to
22 read as follows:

23 (1) Except as provided in this section and section 8 of this act,
24 no landlord may offer a mobile home lot for rent to anyone without
25 offering a written rental agreement for a term of (~~one~~) two years
26 or more. However, no rental agreement may be for a term of two years
27 or more if a closure notice has been issued by the landlord under RCW
28 59.20.080(1)(e). No landlord may offer to anyone any rental agreement
29 for a term of (~~one~~) two years or more for which the monthly rental
30 amount is greater, or the terms of payment or other material
31 conditions more burdensome to the tenant, than any month-to-month
32 rental agreement also offered to such tenant or prospective tenant.
33 (~~Anyone who desires to occupy a mobile home lot for other than a~~
34 term of one year or more may have the option to be on a month-to-
35 month basis but must waive, in writing, the right to such one year or
36 more term: PROVIDED, That annually,)) The landlord and prospective
37 tenant may agree to any rental agreement term that is less than two
38 years if both parties waive the two-year or more rental agreement
39 requirement under this section. At (~~any~~) the anniversary date of

1 ((the)) a tenancy under a two-year or more rental agreement, the
2 ((tenant may require that the landlord provide a)) written rental
3 agreement ((for a term of one year)) automatically renews for a term
4 of one year unless agreed to otherwise by the parties. No landlord
5 shall allow a mobile home, manufactured home, or park model to be
6 moved into a mobile home park in this state until a written rental
7 agreement has been signed by and is in the possession of the parties:
8 PROVIDED, That if the landlord allows the tenant to move a mobile
9 home, manufactured home, or park model into a mobile home park
10 without obtaining a written rental agreement for a term of ((one))
11 two years or more, or a written waiver of the right to a ((one)) two-
12 year term or more, the term of the tenancy shall be deemed to be for
13 ((one)) two years from the date of occupancy of the mobile home lot;

14 (2) The requirements of subsection (1) of this section shall not
15 apply if:

16 (a) The mobile home park or part thereof has been acquired or is
17 under imminent threat of condemnation for a public works project, or

18 (b) An employer-employee relationship exists between a landlord
19 and tenant;

20 (3) The provisions of this section shall apply to any tenancy
21 upon expiration of the term of any oral or written rental agreement
22 governing such tenancy.

23 **Sec. 4.** RCW 59.20.060 and 2012 c 213 s 1 are each amended to
24 read as follows:

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

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

32 (b) Reasonable rules for guest parking which shall be clearly
33 stated;

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

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

1 designation is made of a person to act as agent, then the person to
2 whom rental payments are to be made shall be considered the agent;

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

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

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

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

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

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

32 (~~(i)~~) (j) A listing of the utilities, services, and facilities
33 which will be available to the tenant during the tenancy and the
34 nature of the fees, if any, to be charged together with a statement
35 that, in the event any utilities, services, or facilities are to be
36 charged independent of the rent or are permanently discontinued
37 during the term of the rental agreement, the landlord agrees to
38 decrease the amount of rent charged proportionately. This subsection
39 (1)(j) does not apply to circumstances when the landlord changes or
40 converts the nature or use of a service or facility;

1 (~~(j)~~) (k) A written description, picture, plan, or map of the
2 boundaries of a mobile home space sufficient to inform the tenant of
3 the exact location of the tenant's space in relation to other
4 tenants' spaces;

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

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

10 ~~(m)~~) (n) A statement of the expiration date of any conditional
11 use, temporary use, or other land use permit subject to a fixed
12 expiration date that is necessary for the continued use of the land
13 as a mobile home park; and

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

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

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

23 (b) Which authorizes the towing or impounding of a vehicle except
24 upon notice to the owner thereof or the tenant whose guest is the
25 owner of the vehicle;

26 (c) Which allows the landlord to alter the due date for rent
27 payment or increase the rent: (i) During the term of the rental
28 agreement if the term is less than (~~(one)~~) two years, or (ii) more
29 frequently than annually if the initial term is for (~~(one)~~) two years
30 or more: PROVIDED, That a rental agreement may include an escalation
31 clause for a pro rata share of any increase in the mobile home park's
32 real property taxes or utility assessments or charges, over the base
33 taxes or utility assessments or charges of the year in which the
34 rental agreement took effect, if the clause also provides for a pro
35 rata reduction in rent or other charges in the event of a reduction
36 in real property taxes or utility assessments or charges, below the
37 base year: PROVIDED FURTHER, That a rental agreement for a term
38 exceeding (~~(one)~~) two years may provide for annual increases in rent
39 in specified amounts or by a formula specified in such agreement. Any
40 rent increase authorized under this subsection (2)(c) that occurs

1 within the closure notice period pursuant to RCW 59.20.080(1)(e) may
2 not be more than one percentage point above the United States
3 consumer price index for all urban consumers, housing component,
4 published by the United States bureau of labor statistics in the
5 periodical "Monthly Labor Review and Handbook of Labor Statistics" as
6 established annually by the department of commerce;

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

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

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

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

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

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

29 **Sec. 5.** RCW 59.20.070 and 2012 c 213 s 2 are each amended to
30 read as follows:

31 A landlord shall not:

32 (1) Deny any tenant the right to sell such tenant's mobile home,
33 manufactured home, or park model within a park, or prohibit, in any
34 manner, any tenant from posting on the tenant's manufactured/mobile
35 home or park model, or on the rented mobile home lot, a commercially
36 reasonable "for sale" sign or any similar sign designed to advertise
37 the sale of the manufactured/mobile home or park model. In addition,
38 a landlord shall not require the removal of the mobile home,
39 manufactured home, or park model from the park because of the sale

1 thereof. Requirements for the transfer of the rental agreement are in
2 RCW 59.20.073. Nothing in this subsection prohibits a landlord from
3 enforcing reasonable rules or restrictions regarding the placement of
4 "for sale" signs on the tenant's manufactured/mobile home or park
5 model, or on the rented mobile home lot, if (a) the main purpose of
6 the rules or restrictions is to protect the safety of park tenants or
7 residents and (b) the rules or restrictions comply with RCW
8 59.20.045. The landlord may restrict the number of "for sale" signs
9 on the lot to two and may restrict the size of the signs to conform
10 to those in common use by home sale businesses;

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

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

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

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

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

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

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

8 (d) Participation or membership in any homeowners association or
9 group;

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

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

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

28 **Sec. 6.** RCW 59.20.073 and 2012 c 213 s 3 are each amended to
29 read as follows:

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

33 (2) A tenant who sells a mobile home, manufactured home, or park
34 model within a park shall notify the landlord in writing of the date
35 of the intended sale and transfer of the rental agreement at least
36 fifteen days in advance of such intended transfer and shall notify
37 the buyer in writing of the provisions of this section. The tenant
38 shall verify in writing to the landlord payment of all taxes, rent,
39 and reasonable expenses due on the mobile home, manufactured home, or

1 park model and mobile home lot. The tenant shall notify the buyer of
2 all taxes, rent, and reasonable expenses due on the manufactured/
3 mobile home or park model and the mobile home lot.

4 ~~(3) ((The landlord shall notify the selling tenant, in writing,~~
5 ~~of a refusal to permit transfer of the rental agreement at least~~
6 ~~seven days in advance of such intended transfer.))~~ At least seven
7 days in advance of such intended 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, and all other documents related to the tenancy. A
13 landlord may not accept payment for rent or deposit from the buyer
14 until the landlord has provided the buyer with these copies.

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

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

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

34 **Sec. 7.** RCW 59.20.080 and 2012 c 213 s 4 are each amended to
35 read as follows:

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

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

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

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

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

31 (e) Change of land use of the mobile home park including, but not
32 limited to, closure of the mobile home park or conversion to a use
33 other than for mobile homes, manufactured homes, or park models or
34 conversion of the mobile home park to a mobile home park cooperative
35 or mobile home park subdivision. The landlord shall give the tenants
36 (~~twelve months'~~) at least two years' notice in advance of the
37 effective date of such change. The closure notice requirement does
38 not apply if:

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

1 (ii) The mobile home park or manufactured housing community is
2 sold to an organization comprised of park or community tenants, to a
3 nonprofit organization, to a local government, or to a housing
4 authority for the purpose of preserving the park or community; or

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

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

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

34 (h) If the landlord serves a tenant three (~~fifteen-day~~) thirty-
35 day notices, each of which was valid under (a) of this subsection at
36 the time of service, within a twelve-month period to comply or vacate
37 for failure to comply with the material terms of the rental agreement
38 or an enforceable park rule, other than failure to pay rent by the
39 due date. The applicable twelve-month period shall commence on the
40 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
3 codes, statutes, ordinances, and regulations, including this chapter.
4 The landlord shall give the tenant written notice to comply
5 immediately. The notice must state that failure to comply will result
6 in termination of the tenancy and that the tenant shall vacate the
7 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 describe the
19 nuisance and state (i) what the tenant must do to cease the nuisance
20 and (ii) that failure to cease the conduct will result in termination
21 of the tenancy and that the tenant shall vacate the premises in five
22 days;

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

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

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

1 period of ten days for an eviction under subsection (1)(a) of this
2 section. It is a defense to an eviction under subsection (1)(a) of
3 this section that a landlord did not participate in the mediation
4 process in good faith.

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

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

19 **Sec. 8.** RCW 59.20.090 and 2010 c 8 s 19034 are each amended to
20 read as follows:

21 ~~(1) ((Unless otherwise agreed rental agreements shall be for a~~
22 ~~term of one year. Any rental agreement of whatever duration shall be~~
23 ~~automatically renewed for the term of the original rental agreement,~~
24 ~~unless a different specified term is agreed upon.~~

25 ~~(2))~~ A landlord seeking to increase the rent upon expiration of
26 the term of a rental agreement of any duration shall notify the
27 tenant in writing three months prior to the effective date of any
28 increase in rent.

29 ~~((3))~~ (2) A tenant shall notify the landlord in writing one
30 month prior to the expiration of a rental agreement of an intention
31 not to renew.

32 ~~((4))~~ (3)(a) The tenant may terminate the rental agreement upon
33 thirty days written notice whenever a change in the location of the
34 tenant's employment requires a change in his or her residence, and
35 shall not be liable for rental following such termination unless
36 after due diligence and reasonable effort the landlord is not able to
37 rent the mobile home lot at a fair rental. If the landlord is not
38 able to rent the lot, the tenant shall remain liable for the rental

1 specified in the rental agreement until the lot is rented or the
2 original term ends.

3 (b) Any tenant who is a member of the armed forces, including the
4 national guard and armed forces reserves, or that tenant's spouse or
5 dependent, may terminate a rental agreement with less than thirty
6 days notice if the tenant receives reassignment or deployment orders
7 which do not allow greater notice. The tenant shall provide notice of
8 the reassignment or deployment order to the landlord no later than
9 seven days after receipt.

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

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

22 **Sec. 10.** RCW 59.20.210 and 2013 c 23 s 117 are each amended to
23 read as follows:

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

35 (b) Upon receipt of any such bids, the landlord shall provide the
36 tenant with a copy of the notice regarding the manufactured/mobile
37 home dispute resolution program that the attorney general is required

1 to produce pursuant to RCW 59.30.030(3)(a) and that landlords are
2 required to post pursuant to RCW 59.30.030(3)(b)(i).

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

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

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

23 (a) Create a relationship of employer and employee between
24 landlord and tenant; or

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

26 (c) Constitute the tenant as an agent of the landlord for the
27 purposes of mechanics' and material suppliers' liens under chapter
28 60.04 RCW.

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

34 (6) Nothing in this section shall prevent the tenant from
35 agreeing with the landlord to undertake the repairs in return for
36 cash payment or a reasonable reduction in rent, the agreement to be
37 between the parties, and this agreement does not alter the landlord's
38 obligations under this chapter.

1 NEW SECTION. **Sec. 11.** A new section is added to chapter 59.20
2 RCW to read as follows:

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

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

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

19 **Sec. 12.** RCW 59.21.030 and 2006 c 296 s 1 are each amended to
20 read as follows:

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

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

27 "CLOSURE NOTICE TO TENANTS

28 NOTICE IS HEREBY GIVEN on the day of,, of
29 a conversion of this mobile home park or manufactured housing
30 community to a use other than for mobile homes, manufactured homes,
31 or park models, or of a conversion of the mobile home park or
32 manufactured housing community to a mobile home park cooperative or a
33 mobile home park subdivision. This change of use becomes effective on
34 the day of,, which is the date two years or
35 more after the date this closure notice is given.

36 PARK OR COMMUNITY MANAGEMENT OR OWNERSHIP INFORMATION:

37 For information during the period preceding the effective change
38 of use of this mobile home park or manufactured housing community on
39 the day of,, contact:

1 Name:
2 Address:
3 Telephone:

4 PURCHASER INFORMATION, if applicable:

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

7 Name:
8 Address:
9 Telephone:

10 PARK PURCHASE BY TENANT ORGANIZATIONS, if applicable:

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

20 RELOCATION ASSISTANCE RESOURCES:

21 For information about the availability of relocation assistance,
22 contact the Office of Mobile/Manufactured Home Relocation Assistance
23 within the Department of Commerce."

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

26 (a) A copy of the closure notice must be provided with all
27 ~~((month-to-month))~~ rental agreements signed after the original park
28 closure notice date as required under RCW 59.20.060;

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

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

38 ~~((+2))~~ (4) The department must mail every tenant an application
39 and information on relocation assistance within ten business days of
40 receipt of the notice required in subsection (1) of this section.

1 NEW SECTION. **Sec. 13.** A new section is added to chapter 59.21
2 RCW to read as follows:

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

9 (2) The department shall also provide on its web site information
10 on where tenants can access legal or advocacy resources, including
11 information on any immigrant and cultural organizations where tenants
12 can receive assistance in their primary language."

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

ADOPTED AS AMENDED 04/17/2019

13 On page 1, line 1 of the title, after "protections;" strike the
14 remainder of the title and insert "amending RCW 59.20.030, 59.20.045,
15 59.20.050, 59.20.060, 59.20.070, 59.20.073, 59.20.080, 59.20.090,
16 59.20.210, and 59.21.030; adding new sections to chapter 59.20 RCW;
17 and adding a new section to chapter 59.21 RCW."

EFFECT: Retains the contents of the Senate Housing Stability and
Affordability committee striker to the underlying bill, with the
following changes:

(1) Removes the option for the tenant to waive the two-year or
more rental agreement term and have a month-to-month tenancy, but
authorizes both landlord and tenant to agree to any rental agreement
term less than two years if both parties waive the two-year or more
term requirement.

(2) Clarifies that the automatic renewal of a rental term to one
year at the anniversary date of the tenancy, unless agreed otherwise
by the parties, applies to rental agreements of two years or more.

(3) Provides that a landlord change to the nature or use of a
service or facility charged under a tenancy is not subject to the
requirement for landlords to decrease rent proportionately if the
service or facility is itemized separately from the rent or
permanently discontinued.

(4) Modifies the 2-year closure notice requirement to a notice
requirement of at least 2 years.

(5) Makes a technical correction to remove inconsistent language
regarding the required terms of rental agreements.

--- END ---