1904-S AMH BARK SERE 153

**SHB 1904** - H AMD **999**

By Representative Barkis

 On page 8, line 40, after "lease" insert "; or

 (q) The tenant continues in possession after having received at least 20 days' advance written notice to vacate when a rent increase has taken effect as provided in section 1 of this act and the tenant has not either terminated the tenancy or communicated acceptance of the rent increase to the landlord"

 On page 14, after line 17, insert the following:

 "**Sec. 7.** RCW 59.20.080 and 2019 c 342 s 6 are each amended to read as follows:

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

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

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

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

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

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

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

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

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

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

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

(h) If the landlord serves a tenant three twenty-day notices, each of which was valid under (a) of this subsection at the time of service, within a twelve-month period to comply or vacate for failure to comply with the material terms of the rental agreement or an enforceable park rule, other than failure to pay rent by the due date. The applicable twelve-month period shall commence on the date of the first violation;

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

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

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

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

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

(n) Failure of the tenant to terminate the tenancy or communicate acceptance of the rent increase prior to a rent increase taking effect as provided in RCW 59.20.090(4).

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

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

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

Correct the title.

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|  |  EFFECT:  Allows a landlord to terminate a tenancy or refuse to continue a tenancy if the tenant has not either terminated the tenancy or communicated acceptance of the rent increase to the landlord after a rent increase over a certain amount has taken effect.  |

**--- END ---**