
SENATE BILL 5198

State of Washington

68th Legislature

2023 Regular Session

By Senators Frame, Kuderer, Hasegawa, Hunt, Keiser, Lovelett, Nobles, Valdez, and C. Wilson

Prefiled 01/06/23. Read first time 01/09/23. Referred to Committee on Housing.

1 AN ACT Relating to the sale or lease of manufactured/mobile home
2 communities and the property on which they sit; amending RCW
3 59.20.060, 59.20.073, 59.20.080, 59.20.300, 59.20.305, and 59.21.030;
4 reenacting and amending RCW 59.20.030; adding new sections to chapter
5 59.20 RCW; creating a new section; and prescribing penalties.

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

7 NEW SECTION. **Sec. 1.** (1) The legislature finds that:

8 (a) Manufactured/mobile homes provide a significant source of
9 homeownership opportunities for Washington state residents. However,
10 the increasing number of closures and conversions to other uses of
11 manufactured housing communities and mobile home parks, combined with
12 low vacancy rates in existing parks and communities and the extremely
13 high cost of moving homes when these parks and communities close,
14 make this type of affordable housing option increasingly insecure for
15 the tenants who reside in these parks and communities.

16 (b) Many tenants who reside in these parks and communities are
17 senior citizens or low-income households and are, therefore, the
18 residents most in need of reasonable security or permanency in the
19 siting of their home because of the adverse impacts on the health,
20 safety, and welfare of tenants forced to move due to closure or

1 conversion to another use of the manufactured housing community or
2 mobile home park.

3 (2) It is the intent of the legislature to encourage and
4 facilitate the preservation of existing manufactured/mobile home
5 communities in the event of voluntary sales of the manufactured/
6 mobile home communities and, to the extent necessary and possible,
7 involve manufactured/mobile home community tenants or an eligible
8 organization, such as a nonprofit organization, housing authority,
9 community land trust, resident nonprofit cooperative, or local
10 government, in the preservation of manufactured/mobile home
11 communities.

12 (3) The legislature further finds that when the sale of a
13 manufactured/mobile home park to the community tenants or an eligible
14 organization is not possible, a minimum notification period of three
15 years before the closure or conversion of a community or park is a
16 reasonable balancing of the rights and interests of both community
17 and park owners and the manufactured/mobile home owners, unless the
18 owners justly compensate the homeowners for the loss of their homes.

19 **Sec. 2.** RCW 59.20.030 and 2019 c 342 s 1 and 2019 c 23 s 4 are
20 each reenacted and amended to read as follows:

21 For purposes of this chapter:

22 (1) "Abandoned" as it relates to a mobile home, manufactured
23 home, or park model owned by a tenant in a mobile home park, mobile
24 home park cooperative, or mobile home park subdivision or tenancy in
25 a mobile home lot means the tenant has defaulted in rent and by
26 absence and by words or actions reasonably indicates the intention
27 not to continue tenancy;

28 (2) "Active duty" means service authorized by the president of
29 the United States, the secretary of defense, or the governor for a
30 period of more than thirty consecutive days;

31 (3) "Eligible organization" includes community land trusts,
32 resident nonprofit cooperatives, local governments, local housing
33 authorities, nonprofit community or neighborhood-based organizations,
34 federally recognized Indian tribes in the state of Washington, and
35 regional or statewide nonprofit housing assistance organizations;

36 (4) "Housing and low-income assistance organization" means an
37 organization that provides tenants living in mobile home parks,
38 manufactured housing communities, and manufactured/mobile home

1 communities with information about their rights and other pertinent
2 information;

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

5 (6) "Landlord" means the owner of a mobile home park and includes
6 the agents of a landlord;

7 (7) "Local government" means a town government, city government,
8 code city government, or county government in the state of
9 Washington;

10 (8) "Manufactured home" means a single-family dwelling built
11 according to the United States department of housing and urban
12 development manufactured home construction and safety standards act,
13 which is a national preemptive building code. A manufactured home
14 also: (a) Includes plumbing, heating, air conditioning, and
15 electrical systems; (b) is built on a permanent chassis; and (c) can
16 be transported in one or more sections with each section at least
17 eight feet wide and (~~forty~~) 40 feet long when transported, or when
18 installed on the site is three hundred twenty square feet or greater;

19 (9) "Manufactured/mobile home" means either a manufactured home
20 or a mobile home;

21 (10) "Mobile home" means a factory-built dwelling built prior to
22 June 15, 1976, to standards other than the United States department
23 of housing and urban development code, and acceptable under
24 applicable state codes in effect at the time of construction or
25 introduction of the home into the state. Mobile homes have not been
26 built since the introduction of the United States department of
27 housing and urban development manufactured home construction and
28 safety act;

29 (11) "Mobile home lot" means a portion of a mobile home park or
30 manufactured housing community designated as the location of one
31 mobile home, manufactured home, or park model and its accessory
32 buildings, and intended for the exclusive use as a primary residence
33 by the occupants of that mobile home, manufactured home, or park
34 model;

35 (12) "Mobile home park cooperative" or "manufactured housing
36 cooperative" means real property consisting of common areas and two
37 or more lots held out for placement of mobile homes, manufactured
38 homes, or park models in which both the individual lots and the
39 common areas are owned by an association of shareholders which leases

1 or otherwise extends the right to occupy individual lots to its own
2 members;

3 (13) "Mobile home park subdivision" or "manufactured housing
4 subdivision" means real property, whether it is called a subdivision,
5 condominium, or planned unit development, consisting of common areas
6 and two or more lots held for placement of mobile homes, manufactured
7 homes, or park models in which there is private ownership of the
8 individual lots and common, undivided ownership of the common areas
9 by owners of the individual lots;

10 (14) "Mobile home park," "manufactured housing community," or
11 "manufactured/mobile home community" means any real property which is
12 rented or held out for rent to others for the placement of two or
13 more mobile homes, manufactured homes, or park models for the primary
14 purpose of production of income, except where such real property is
15 rented or held out for rent for seasonal recreational purpose only
16 and is not intended for year-round occupancy;

17 (15) "Notice of opportunity to purchase" means a notice required
18 under section 7 of this act;

19 (16) "Notice of sale" means a notice required under RCW 59.20.300
20 to be delivered to all tenants of a manufactured/mobile home
21 community and other specified parties within ((fourteen)) 14 days
22 after the date on which any advertisement, ((multiple)) listing, or
23 public or private notice ((advertises)) is first made advertising
24 that a manufactured/mobile home community or the property on which it
25 sits is for sale or lease;

26 ~~((16))~~ (17) "Occupant" means any person, including a live-in
27 care provider, other than a tenant, who occupies a mobile home,
28 manufactured home, or park model and mobile home lot;

29 ~~((17))~~ (18) "Orders" means written official military orders, or
30 any written notification, certification, or verification from the
31 service member's commanding officer, with respect to the service
32 member's current or future military status;

33 ~~((18))~~ (19) "Park model" means a recreational vehicle intended
34 for permanent or semi-permanent installation and is used as a primary
35 residence;

36 ~~((19))~~ (20) "Permanent change of station" means: (a) Transfer
37 to a unit located at another port or duty station; (b) change of a
38 unit's home port or permanent duty station; (c) call to active duty
39 for a period not less than ~~((ninety))~~ 90 days; (d) separation; or (e)
40 retirement;

1 ~~((20))~~ (21) "Qualified sale of manufactured/mobile home
2 community" means the sale, as defined in RCW 82.45.010, of land and
3 improvements comprising a manufactured/mobile home community that is
4 transferred in a single purchase to a qualified tenant organization
5 or to an eligible organization for the purpose of preserving the
6 property as a manufactured/mobile home community;

7 ~~((21))~~ (22) "Qualified tenant organization" means a formal
8 organization of tenants within a manufactured/mobile home community,
9 with the only requirement for membership consisting of being a
10 tenant;

11 ~~((22))~~ (23) "Recreational vehicle" means a travel trailer,
12 motor home, truck camper, or camping trailer that is primarily
13 designed and used as temporary living quarters, is either self-
14 propelled or mounted on or drawn by another vehicle, is transient, is
15 not occupied as a primary residence, and is not immobilized or
16 permanently affixed to a mobile home lot;

17 ~~((23))~~ (24) "Resident nonprofit cooperative" means a nonprofit
18 cooperative corporation formed by a group of manufactured/mobile home
19 community residents for the purpose of acquiring the manufactured/
20 mobile home community in which they reside and converting the
21 manufactured/mobile home community to a mobile home park cooperative
22 or manufactured housing cooperative;

23 (25) "Service member" means an active member of the United States
24 armed forces, a member of a military reserve component, or a member
25 of the national guard who is either stationed in or a resident of
26 Washington state;

27 ~~((24))~~ (26) "Tenant" means any person, except a transient, who
28 rents a mobile home lot;

29 ~~((25))~~ (27) "Transient" means a person who rents a mobile home
30 lot for a period of less than one month for purposes other than as a
31 primary residence.

32 **Sec. 3.** RCW 59.20.060 and 2022 c 95 s 4 are each amended to read
33 as follows:

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

37 (a) The terms for the payment of rent, including time and place,
38 and any additional charges to be paid by the tenant. Additional

1 charges that occur less frequently than monthly shall be itemized in
2 a billing to the tenant;

3 (b) Reasonable rules for guest parking which shall be clearly
4 stated;

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

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

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

15 (f) A forwarding address of the tenant or the name and address of
16 a person who would likely know the whereabouts of the tenant in the
17 event of an emergency or an abandonment of the mobile home,
18 manufactured home, or park model;

19 ~~(g) ((i) A covenant by the landlord that, except for acts or~~
20 ~~events beyond the control of the landlord, the mobile home park will~~
21 ~~not be converted to a land use that will prevent the space that is~~
22 ~~the subject of the lease from continuing to be used for its intended~~
23 ~~use for a period of three years after the beginning of the term of~~
24 ~~the rental agreement;~~

25 ~~(ii)) A ((rental agreement may, in the alternative, contain a))~~
26 statement that: "The park may be sold or otherwise transferred at any
27 time with the result that subsequent owners may close the mobile home
28 park, or that the landlord may close the park at any time after the
29 required closure notice as provided in RCW 59.20.080." The ~~((covenant~~
30 ~~or))~~ statement required by this subsection must: ~~((A))~~ (i) Appear
31 in print that is in boldface and is larger than the other text of the
32 rental agreement; ~~((B))~~ (ii) be set off by means of a box, blank
33 space, or comparable visual device; and ~~((C))~~ (iii) be located
34 directly above the tenant's signature on the rental agreement;

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

37 (i) The terms and conditions under which any deposit or portion
38 thereof may be withheld by the landlord upon termination of the
39 rental agreement if any moneys are paid to the landlord by the tenant

1 as a deposit or as security for performance of the tenant's
2 obligations in a rental agreement;

3 (j) A listing of the utilities, services, and facilities which
4 will be available to the tenant during the tenancy and the nature of
5 the fees, if any, to be charged together with a statement that, in
6 the event any utilities are changed to be charged independent of the
7 rent during the term of the rental agreement, the landlord agrees to
8 decrease the amount of the rent charged proportionately;

9 (k) A written description, picture, plan, or map of the
10 boundaries of a mobile home space sufficient to inform the tenant of
11 the exact location of the tenant's space in relation to other
12 tenants' spaces;

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

16 (m) A statement of the current zoning of the land on which the
17 mobile home park is located;

18 (n) A statement of the expiration date of any conditional use,
19 temporary use, or other land use permit subject to a fixed expiration
20 date that is necessary for the continued use of the land as a mobile
21 home park; and

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

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

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

31 (b) Which authorizes the towing or impounding of a vehicle except
32 upon notice to the owner thereof or the tenant whose guest is the
33 owner of the vehicle;

34 (c) Which allows the landlord to alter the due date for rent
35 payment or increase the rent: (i) During the term of the rental
36 agreement if the term is less than two years, or (ii) more frequently
37 than annually if the initial term is for two years or more: PROVIDED,
38 That a rental agreement may include an escalation clause for a pro
39 rata share of any increase in the mobile home park's real property
40 taxes or utility assessments or charges, over the base taxes or

1 utility assessments or charges of the year in which the rental
2 agreement took effect, if the clause also provides for a pro rata
3 reduction in rent or other charges in the event of a reduction in
4 real property taxes or utility assessments or charges, below the base
5 year: PROVIDED FURTHER, That a rental agreement for a term exceeding
6 two years may provide for annual increases in rent in specified
7 amounts or by a formula specified in such agreement. Any rent
8 increase authorized under this subsection (2)(c) that occurs within
9 the closure notice period pursuant to RCW 59.20.080(1)(e) may not be
10 more than one percentage point above the United States consumer price
11 index for all urban consumers, housing component, published by the
12 United States bureau of labor statistics in the periodical "Monthly
13 Labor Review and Handbook of Labor Statistics" as established
14 annually by the department of commerce;

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

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

20 (f) Which allows the landlord to charge a fee for guests:
21 PROVIDED, That a landlord may establish rules charging for guests who
22 remain on the premises for more than (~~fifteen~~) 15 days in any 60-
23 day period;

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

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

35 (i) By which the tenant agrees to make rent payments through
36 electronic means only.

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

1 **Sec. 4.** RCW 59.20.073 and 2019 c 342 s 5 are each amended to
2 read as follows:

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

6 (2) A tenant who sells a mobile home, manufactured home, or park
7 model within a park must provide the buyer with a copy of a closure
8 notice provided by the landlord pursuant to RCW 59.20.080, if such
9 notice is in effect, at least 15 days in advance of the intended sale
10 and transfer.

11 (3) A tenant who sells a mobile home, manufactured home, or park
12 model within a park shall notify the landlord in writing of the date
13 of the intended sale and transfer of the rental agreement at least
14 (~~fifteen~~) 15 days in advance of such intended transfer and shall
15 notify the buyer in writing of the provisions of this section. The
16 tenant shall verify in writing to the landlord payment of all taxes,
17 rent, and reasonable expenses due on the mobile home, manufactured
18 home, or park model and mobile home lot. The tenant shall notify the
19 buyer of all taxes, rent, and reasonable expenses due on the
20 manufactured/mobile home or park model and the mobile home lot.

21 (~~(3)~~) (4) At least seven days in advance of such intended
22 transfer, the landlord shall:

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

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

30 (~~(4)~~) (5) The landlord may require the mobile home,
31 manufactured home, or park model to meet applicable fire and safety
32 standards if a state or local agency responsible for the enforcement
33 of fire and safety standards has issued a notice of violation of
34 those standards to the tenant and those violations remain
35 uncorrected. Upon correction of the violation to the satisfaction of
36 the state or local agency responsible for the enforcement of that
37 notice of violation, the landlord's refusal to permit the transfer is
38 deemed withdrawn.

39 (~~(5)~~) (6) The landlord shall approve or disapprove of the
40 assignment of a rental agreement on the same basis that the landlord

1 approves or disapproves of any new tenant, and any disapproval shall
2 be in writing. Consent to an assignment shall not be unreasonably
3 withheld.

4 ~~((+6))~~ (7) Failure to notify the landlord in writing, as
5 required under subsection ~~((+2))~~ (3) of this section; or failure of
6 the new tenant to make a good faith attempt to arrange an interview
7 with the landlord to discuss assignment of the rental agreement; or
8 failure of the current or new tenant to obtain written approval of
9 the landlord for assignment of the rental agreement, shall be grounds
10 for disapproval of such transfer.

11 **Sec. 5.** RCW 59.20.080 and 2019 c 342 s 6 are each amended to
12 read as follows:

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

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

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

35 (c) Conviction of the tenant of a crime, commission of which
36 threatens the health, safety, or welfare of the other mobile home
37 park tenants. The tenant shall be given written notice of a
38 ~~((fifteen))~~ 15-day period in which to vacate;

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

7 (e) Change of land use of the mobile home park including, but not
8 limited to, closure of the mobile home park or conversion to a use
9 other than for mobile homes, manufactured homes, or park models or
10 conversion of the mobile home park to a mobile home park cooperative
11 or mobile home park subdivision. The landlord shall give the tenants
12 (~~twelve months'~~) three years' notice, in the form of a closure
13 notice meeting the requirements of RCW 59.21.030, in advance of the
14 effective date of such change. The three-year closure notice
15 requirement does not apply if:

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

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

23 (iii) The landlord (~~compensates~~) provides relocation assistance
24 of at least \$17,000 for a multisection home or of at least \$11,000
25 for a single section home, establishes a simple, straightforward, and
26 timely process for compensating the tenants for the loss of their
27 homes and actually compensates the tenants for the loss of their
28 homes, at the greater of their (~~assessed~~) market value, as
29 determined (~~by the county assessor as of the date the closure notice~~
30 ~~is issued~~) prior to a change of use or sale of the property, or
31 \$5,000, at any point during the closure notice period and prior to a
32 change of use or sale of the property. At such time as the
33 compensation is paid, the tenant shall be given written notice of at
34 least (~~ninety days~~) 12 months in which to vacate, and the tenant
35 shall continue to pay rent for as much time as he or she remains in
36 the mobile home park or manufactured housing community. Nothing in
37 this subsection (1)(e)(iii) prevents a tenant from relocating his or
38 her home out of the mobile home park or manufactured housing
39 community pursuant to chapter 59.21 RCW. In the event that a home
40 remains in the mobile home park or manufactured housing community

1 after a tenant vacates, the landlord shall be responsible for its
2 demolition or disposal; or

3 (iv) The landlord provides relocation assistance of at least
4 \$17,000 for a multisection home and of at least \$11,000 for a single
5 section home at any point during the closure notice period and prior
6 to a change of use or sale of the property. At such time as the
7 assistance is paid, the tenant shall be given written notice of at
8 least 24 months in which to vacate, and the tenant shall continue to
9 pay rent for as much time as he or she remains in the mobile home
10 park or manufactured housing community. Nothing in this subsection
11 (1)(e)(iv) prevents a tenant from relocating his or her home out of
12 the mobile home park or manufactured housing community pursuant to
13 chapter 59.21 RCW. In the event that a home remains in the mobile
14 home park or manufactured housing community after a tenant vacates,
15 the landlord shall be responsible for its demolition or disposal;

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

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

36 (h) If the landlord serves a tenant three (~~twenty-day~~) 20-day
37 notices, each of which was valid under (a) of this subsection at the
38 time of service, within a (~~twelve-month~~) 12-month period to comply
39 or vacate for failure to comply with the material terms of the rental
40 agreement or an enforceable park rule, other than failure to pay rent

1 by the due date. The applicable (~~twelve-month~~) 12-month period
2 shall commence on the date of the first violation;

3 (i) Failure of the tenant to comply with obligations imposed upon
4 tenants by applicable provisions of municipal, county, and state
5 codes, statutes, ordinances, and regulations, including this chapter.
6 The landlord shall give the tenant written notice to comply
7 immediately. The notice must state that failure to comply will result
8 in termination of the tenancy and that the tenant shall vacate the
9 premises within (~~fifteen~~) 15 days;

10 (j) The tenant engages in disorderly or substantially annoying
11 conduct upon the park premises that results in the destruction of the
12 rights of others to the peaceful enjoyment and use of the premises.
13 The landlord shall give the tenant written notice to comply
14 immediately. The notice must state that failure to comply will result
15 in termination of the tenancy and that the tenant shall vacate the
16 premises within (~~fifteen~~) 15 days;

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

25 (l) Any other substantial just cause that materially affects the
26 health, safety, and welfare of other park residents. The landlord
27 shall give the tenant written notice to comply immediately. The
28 notice must describe the harm caused by the tenant, describe what the
29 tenant must do to comply and to discontinue the harm, and state that
30 failure to comply will result in termination of the tenancy and that
31 the tenant shall vacate the premises within (~~fifteen~~) 15 days; or

32 (m) Failure to pay rent by the due date provided for in the
33 rental agreement three or more times in a (~~twelve-month~~) 12-month
34 period, commencing with the date of the first violation, after
35 service of a (~~fourteen-day~~) 14-day notice to comply or vacate.

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

1 through industry mediation procedures. A duty is imposed upon both
2 parties to participate in the mediation process in good faith for a
3 period of (~~ten~~) 10 days for an eviction under subsection (1)(a) of
4 this section. It is a defense to an eviction under subsection (1)(a)
5 of this section that a landlord did not participate in the mediation
6 process in good faith.

7 (3) Except for a tenant evicted under subsection (1)(c) or (f) of
8 this section, a tenant evicted from a mobile home park under this
9 section shall be allowed (~~one hundred twenty~~) 120 days within which
10 to sell the tenant's mobile home, manufactured home, or park model in
11 place within the mobile home park: PROVIDED, That the tenant remains
12 current in the payment of rent incurred after eviction, and pays any
13 past due rent, reasonable attorneys' fees and court costs at the time
14 the rental agreement is assigned. The provisions of RCW 59.20.073
15 regarding transfer of rental agreements apply.

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

21 **Sec. 6.** RCW 59.20.300 and 2011 c 158 s 5 are each amended to
22 read as follows:

23 (1) A landlord must provide a written notice of sale of a
24 manufactured/mobile home community by certified mail or personal
25 delivery to:

- 26 (a) Each tenant of the manufactured/mobile home community;
- 27 (b) The officers of any known qualified tenant organization;
- 28 (c) The office of mobile/manufactured home relocation assistance;
- 29 (d) The local government within whose jurisdiction all or part of
- 30 the manufactured/mobile home community exists;
- 31 (e) The housing authority within whose jurisdiction all or part
- 32 of the manufactured/mobile home community exists; and
- 33 (f) The Washington state housing finance commission.

34 (2) A notice of sale must include:
35 (a) A statement that the landlord intends to sell or lease the
36 manufactured/mobile home community or the property on which it sits;
37 and

38 (b) The contact information of the landlord or landlord's agent
39 who is responsible for communicating with the qualified tenant

1 organization, tenants, or eligible organization regarding the sale of
2 the property.

3 NEW SECTION. **Sec. 7.** A new section is added to chapter 59.20
4 RCW to read as follows:

5 (1) Except as provided in subsection (5) of this section, a
6 landlord must provide a written notice of opportunity to purchase a
7 manufactured/mobile home community by certified mail or personal
8 delivery to each tenant and to the department of commerce and the
9 housing finance commission within 14 days after the date on which any
10 advertisement, listing, or public notice is first made that the
11 manufactured/mobile home community, or property on which it sits, is
12 for sale or lease.

13 (2) The notice of opportunity to purchase required under this
14 section is in addition to the notice of sale required pursuant to RCW
15 59.20.300.

16 (3) Notice by certified mail postmarked within the requisite
17 number of days is deemed to comply with the requirements of this
18 section.

19 (4) A notice of opportunity to purchase must include:

20 (a) A statement that the landlord intends to sell or lease the
21 manufactured/mobile home community or the property on which it sits;

22 (b) A statement that:

23 (i) Qualified tenant organizations and eligible organizations
24 have 45 days from the date on which the notice of opportunity to
25 purchase was personally delivered or postmarked to provide the
26 landlord with notice of intent to consider purchasing or leasing the
27 manufactured/mobile home park, during which time the landlord shall
28 not make a final acceptance of an offer to purchase or lease the
29 park; and

30 (ii) If such notice of intent is provided to the landlord within
31 45 days, the landlord shall not make a final unconditional acceptance
32 of an offer to purchase or lease the park from a person or entity
33 other than a qualified tenant organization or eligible organization
34 for an additional 12 months;

35 (c) A signed affidavit that discloses the advertised or listed
36 selling price; and

37 (d) The contact information for the landlord or landlord's agent
38 who is responsible for communicating with the tenants, qualified

1 tenant organization, or eligible organization regarding an
2 opportunity to make an offer for the sale of the property.

3 (5) A notice of opportunity to purchase is not required with
4 respect to a sale, transfer, conveyance, or lease of the
5 manufactured/mobile home community or the property on which it sits
6 if the transaction is:

7 (a) Due to foreclosure;

8 (b) Incidental to financing the park;

9 (c) Pursuant to eminent domain;

10 (d) Pursuant to a tax sale;

11 (e) Between joint tenants or tenants in common;

12 (f) Among the partners or shareholders who own the manufactured/
13 mobile home community; or

14 (g) To a member of the owner's family or to a trust for the sole
15 benefit of members of the owner's family.

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

18 (1) If, within 45 days after the date on which a notice of
19 opportunity to purchase was personally delivered or postmarked, the
20 landlord receives notice from a qualified tenant organization or
21 eligible organization expressing an intent to consider purchasing or
22 leasing the manufactured/mobile home community, the landlord shall
23 not make a final unconditional acceptance of an offer to purchase or
24 lease the park from a person or entity other than a qualified tenant
25 organization or eligible organization for an additional 12 months.

26 (2) If no qualified tenant organization or eligible organization
27 provides notice expressing an intent to consider the purchase or
28 lease within 45 days after the date on which a notice of opportunity
29 to purchase was personally delivered or postmarked, the landlord is
30 not subject to the restrictions of subsection (1) of this section.

31 **Sec. 9.** RCW 59.20.305 and 2008 c 116 s 5 are each amended to
32 read as follows:

33 A landlord intending to sell or lease a manufactured/mobile home
34 community or the property on which it sits is (~~encouraged~~) required
35 to negotiate in good faith with qualified tenant organizations and
36 eligible organizations. Any qualified tenant organization or eligible
37 organization that submits a notice of intent to purchase or lease a
38 manufactured/mobile home community or the property on which it sits

1 pursuant to section 8 of this act is required to negotiate in good
2 faith with the landlord intending to sell or lease the manufactured/
3 mobile home community or property on which it sits.

4 **Sec. 10.** RCW 59.21.030 and 2019 c 342 s 10 are each amended to
5 read as follows:

6 (1) The closure notice required by RCW 59.20.080 before park
7 closure or conversion of the park shall be given to the director and
8 all tenants in writing, and conspicuously posted at all park
9 entrances.

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

12 "CLOSURE NOTICE TO TENANTS

13 NOTICE IS HEREBY GIVEN on the day of,, of
14 a conversion of this mobile home park or manufactured housing
15 community to a use other than for mobile homes, manufactured homes,
16 or park models, or of a conversion of the mobile home park or
17 manufactured housing community to a mobile home park cooperative or a
18 mobile home park subdivision. This change of use becomes effective on
19 the day of,, which is the date (~~twelve~~
20 ~~months~~) three years after the date this closure notice is given.

21 PARK OR COMMUNITY MANAGEMENT OR OWNERSHIP INFORMATION:

22 For information during the period preceding the effective change
23 of use of this mobile home park or manufactured housing community on
24 the day of,, contact:

- 25 Name:
- 26 Address:
- 27 Telephone:

28 PURCHASER INFORMATION, if applicable:

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

- 31 Name:
- 32 Address:
- 33 Telephone:

34 PARK PURCHASE BY TENANT ORGANIZATIONS, if applicable:

35 The owner of this mobile home park or manufactured housing
36 community may be willing to entertain an offer of purchase by an
37 organization or group consisting of park or community tenants or a
38 not-for-profit agency designated by the tenants. Tenants should
39 contact the park owner or park management with such an offer. Any

1 such offer must be made and accepted prior to closure, and the
2 timeline for closure remains unaffected by an offer. Acceptance of
3 any offer is at the discretion of the owner and is not a first right
4 of refusal.

5 RELOCATION ASSISTANCE RESOURCES:

6 For information about the availability of relocation assistance,
7 contact the Office of Mobile/Manufactured Home Relocation Assistance
8 within the Department of Commerce."

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

11 (a) A copy of the closure notice must be provided with all rental
12 agreements signed after the original park closure notice date as
13 required under RCW 59.20.060;

14 (b) Notice to the director must include: (i) A good faith
15 estimate of the timetable for removal of the mobile homes; (ii) the
16 reason for closure; and (iii) a list of the names and mailing
17 addresses of the current registered park tenants. Notice required
18 under this subsection must be sent to the director within (~~ten~~) 10
19 business days of the date notice was given to all tenants as required
20 by RCW 59.20.080; and

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

23 (4) The department must mail every tenant an application and
24 information on relocation assistance within (~~ten~~) 10 business days
25 of receipt of the notice required in subsection (1) of this section.

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

28 (1) The department of commerce must maintain a registry of all
29 eligible organizations that submit to the department of commerce a
30 written request to receive notices of opportunity to purchase or
31 lease manufactured/mobile home communities pursuant to section 7 of
32 this act. The department of commerce must provide registered eligible
33 organizations with notices of opportunity to purchase once it
34 receives such a notice. The registry must include the following
35 information:

36 (a) The name and mailing address of the eligible organization;
37 and

38 (b) A statement that the eligible organization wishes to purchase
39 or lease a manufactured/mobile home community.

1 (2) The department of commerce must provide a copy of the
2 registry required to be maintained under this section to any person
3 upon request.

4 NEW SECTION. **Sec. 12.** A new section is added to chapter 59.20
5 RCW to read as follows:

6 (1) A landlord who sells or transfers a manufactured/mobile home
7 community and willfully fails to comply with section 7 or 8 of this
8 act or RCW 59.20.305 is liable to the state of Washington for a civil
9 penalty in the amount of \$10,000. This penalty is the exclusive
10 remedy for a violation of section 7 or 8 of this act or RCW
11 59.20.305.

12 (2) The attorney general may bring a civil action in superior
13 court in the name of the state against a landlord under this section.

--- END ---