

CERTIFICATION OF ENROLLMENT

HOUSE BILL 1378

Chapter 359, Laws of 1999

56th Legislature
1999 Regular Session

MANUFACTURED/MOBILE HOME LANDLORD-TENANT ACT

EFFECTIVE DATE: 7/1/99

Passed by the House February 24, 1999
Yeas 98 Nays 0

JOHN E. PENNINGTON, JR.
**Speaker of the House of
Representatives**

FRANK CHOPP
**Speaker of the House of
Representatives**

Passed by the Senate April 25, 1999
Yeas 31 Nays 11

BRAD OWEN
President of the Senate

Approved May 17, 1999

GARY LOCKE
Governor of the State of Washington

CERTIFICATE

We, Dean R. Foster and Timothy A. Martin, Co-Chief Clerks of the House of Representatives of the State of Washington, do hereby certify that the attached is **HOUSE BILL 1378** as passed by the House of Representatives and the Senate on the dates hereon set forth.

DEAN R. FOSTER
Chief Clerk

TIMOTHY A. MARTIN
Chief Clerk

FILED

May 17, 1999 - 3:25 p.m.

**Secretary of State
State of Washington**

HOUSE BILL 1378

Passed Legislature - 1999 Regular Session

State of Washington 56th Legislature 1999 Regular Session

By Representatives Veloria, Dunn, Morris, Kastama, Van Luven, Ogden, Kenney, Bush, Santos, Fortunato, Hurst, Edwards, O'Brien, McDonald and Keiser

Read first time 01/22/1999. Referred to Committee on Economic Development, Housing & Trade.

1 AN ACT Relating to manufactured and mobile home landlord-tenant
2 relations; amending RCW 59.20.010, 59.20.030, 59.20.040, 59.20.050,
3 59.20.070, 59.20.073, 59.20.074, 59.20.075, 59.20.080, 59.20.130,
4 59.20.135, 59.20.145, 59.20.150, 59.20.170, 59.20.210, and 59.20.220;
5 reenacting and amending RCW 59.20.060; adding a new section to chapter
6 35.21 RCW; adding a new section to chapter 35A.21 RCW; adding a new
7 section to chapter 36.01 RCW; providing an effective date; and
8 declaring an emergency.

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

10 **Sec. 1.** RCW 59.20.010 and 1977 ex.s. c 279 s 1 are each amended to
11 read as follows:

12 This chapter shall be known and may be cited as the
13 "Manufactured/Mobile Home Landlord-Tenant Act".

14 **Sec. 2.** RCW 59.20.030 and 1998 c 118 s 1 are each amended to read
15 as follows:

16 For purposes of this chapter:

17 (1) "Abandoned" as it relates to a mobile home, manufactured home,
18 or park model owned by a tenant in a mobile home park, mobile home park

1 cooperative, or mobile home park subdivision or tenancy in a mobile
2 home lot means the tenant has defaulted in rent and by absence and by
3 words or actions reasonably indicates the intention not to continue
4 tenancy;

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

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

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

23 (5) "Mobile home lot" means a portion of a mobile home park or
24 manufactured housing community designated as the location of one mobile
25 home, manufactured home, or park model and its accessory buildings, and
26 intended for the exclusive use as a primary residence by the occupants
27 of that mobile home, manufactured home, or park model;

28 ((+4)) (6) "Mobile home park" or "manufactured housing community"
29 means any real property which is rented or held out for rent to others
30 for the placement of two or more mobile homes manufactured homes, or
31 park models for the primary purpose of production of income, except
32 where such real property is rented or held out for rent for seasonal
33 recreational purpose only and is not intended for year-round occupancy;

34 ((+5)) (7) "Mobile home park cooperative" or "manufactured housing
35 cooperative" means real property consisting of common areas and two or
36 more lots held out for placement of mobile homes, manufactured homes,
37 or park models in which both the individual lots and the common areas
38 are owned by an association of shareholders which leases or otherwise
39 extends the right to occupy individual lots to its own members;

1 (~~(6)~~) (8) "Mobile home park subdivision" or "manufactured housing
2 subdivision" means real property, whether it is called a subdivision,
3 condominium, or planned unit development, consisting of common areas
4 and two or more lots held for placement of mobile homes, manufactured
5 homes, or park models in which there is private ownership of the
6 individual lots and common, undivided ownership of the common areas by
7 owners of the individual lots;

8 (~~(7)~~) (9) "Park model" means a recreational vehicle intended for
9 permanent or semi-permanent installation and habitation;

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

16 (~~(8)~~) (11) "Tenant" means any person, except a transient, who
17 rents a mobile home lot;

18 (~~(9)~~) (12) "Transient" means a person who rents a mobile home lot
19 for a period of less than one month for purposes other than as a
20 primary residence;

21 (~~(10)~~) (13) "Occupant" means any person, including a live-in care
22 provider, other than a tenant, who occupies a mobile home, manufactured
23 home, or park model and mobile home lot.

24 **Sec. 3.** RCW 59.20.040 and 1997 c 86 s 2 are each amended to read
25 as follows:

26 This chapter shall regulate and determine legal rights, remedies,
27 and obligations arising from any rental agreement between a landlord
28 and a tenant regarding a mobile home lot and including specified
29 amenities within the mobile home park, mobile home park cooperative, or
30 mobile home park subdivision, where the tenant has no ownership
31 interest in the property or in the association which owns the property,
32 whose uses are referred to as a part of the rent structure paid by the
33 tenant. All such rental agreements shall be unenforceable to the
34 extent of any conflict with any provision of this chapter. Chapter
35 59.12 RCW shall be applicable only in implementation of the provisions
36 of this chapter and not as an alternative remedy to this chapter which
37 shall be exclusive where applicable: PROVIDED, That the provision of
38 RCW 59.12.090, 59.12.100, and 59.12.170 shall not apply to any rental

1 agreement included under the provisions of this chapter. RCW 59.18.055
2 and 59.18.370 through 59.18.410 shall be applicable to any action of
3 forcible entry or detainer or unlawful detainer arising from a tenancy
4 under the provisions of this chapter, except when a mobile home,
5 manufactured home, or park model or a tenancy in a mobile home lot is
6 abandoned. Rentals of mobile homes, manufactured homes, or park models
7 themselves are governed by the Residential Landlord-Tenant Act, chapter
8 59.18 RCW.

9 **Sec. 4.** RCW 59.20.050 and 1981 c 304 s 37 are each amended to read
10 as follows:

11 (1) No landlord may offer a mobile home lot for rent to anyone
12 without offering a written rental agreement for a term of one year or
13 more. No landlord may offer to anyone any rental agreement for a term
14 of one year or more for which the monthly rental is greater, or the
15 terms of payment or other material conditions more burdensome to the
16 tenant, than any month-to-month rental agreement also offered to such
17 tenant or prospective tenant. Anyone who desires to occupy a mobile
18 home lot for other than a term of one year or more may have the option
19 to be on a month-to-month basis but must waive, in writing, the right
20 to such one year or more term: PROVIDED, That annually, at any
21 anniversary date of the tenancy the tenant may require that the
22 landlord provide a written rental agreement for a term of one year. No
23 landlord shall allow a mobile home, manufactured home, or park model to
24 be moved into a mobile home park in this state until a written rental
25 agreement has been signed by and is in the possession of the parties:
26 PROVIDED, That if the landlord allows the tenant to move a mobile home,
27 manufactured home, or park model into a mobile home park without
28 obtaining a written rental agreement for a term of one year or more, or
29 a written waiver of the right to a one-year term or more, the term of
30 the tenancy shall be deemed to be for one year from the date of
31 occupancy of the mobile home lot;

32 (2) The requirements of subsection (1) of this section shall not
33 apply if:

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

36 (b) An employer-employee relationship exists between a landlord and
37 tenant;

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

4 **Sec. 5.** RCW 59.20.060 and 1990 c 174 s 1 and 1990 c 169 s 1 are
5 each reenacted and amended to read as follows:

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

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

13 (b) Reasonable rules for guest parking which shall be clearly
14 stated;

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

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

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

25 (f) A forwarding address of the tenant or the name and address of
26 a person who would likely know the whereabouts of the tenant in the
27 event of an emergency or an abandonment of the mobile home,
28 manufactured home, or park model;

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

35 (ii) A rental agreement may, in the alternative, contain a
36 statement that the park may be sold or otherwise transferred at any
37 time with the result that subsequent owners may close the mobile home
38 park, or that the landlord may close the park at any time after the

1 required notice. The covenant or statement required by this subsection
2 must appear in print that is larger than the other text of the lease
3 and must be set off by means of a box, blank space, or comparable
4 visual device;

5 The requirements of this subsection shall apply to tenancies
6 initiated after April 28, 1989.

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

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

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

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

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

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

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

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

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

1 assessments or charges of the year in which the rental agreement took
2 effect, if the clause also provides for a pro rata reduction in rent or
3 other charges in the event of a reduction in real property taxes or
4 utility assessments or charges, below the base year: PROVIDED FURTHER,
5 That a rental agreement for a term exceeding one year may provide for
6 annual increases in rent in specified amounts or by a formula specified
7 in such agreement;

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

10 (e) Allowing the landlord to charge an "entrance fee" or an "exit
11 fee";

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

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

25 **Sec. 6.** RCW 59.20.070 and 1993 c 66 s 16 are each amended to read
26 as follows:

27 A landlord shall not:

28 (1) Deny any tenant the right to sell such tenant's mobile home,
29 manufactured home, or park model within a park or require the removal
30 of the mobile home, manufactured home, or park model from the park
31 because of the sale thereof. Requirements for the transfer of the
32 rental agreement are in RCW 59.20.073;

33 (2) Restrict the tenant's freedom of choice in purchasing goods or
34 services but may reserve the right to approve or disapprove any
35 exterior structural improvements on a mobile home space: PROVIDED,
36 That door-to-door solicitation in the mobile home park may be
37 restricted in the rental agreement. Door-to-door solicitation does not
38 include public officials or candidates for public office meeting or

1 distributing information to tenants in accordance with subsection (4)
2 of this section;

3 (3) Prohibit meetings by tenants of the mobile home park to discuss
4 mobile home living and affairs, including political caucuses or forums
5 for or speeches of public officials or candidates for public office, or
6 meetings of organizations that represent the interest of tenants in the
7 park, held in any of the park community or recreation halls if these
8 halls are open for the use of the tenants, conducted at reasonable
9 times and in an orderly manner on the premises, nor penalize any tenant
10 for participation in such activities;

11 (4) Prohibit a public official or candidate for public office from
12 meeting with or distributing information to tenants in their individual
13 mobile homes, manufactured homes, or park models, nor penalize any
14 tenant for participating in these meetings or receiving this
15 information;

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

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

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

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

27 (d) Participation or membership in any homeowners association or
28 group;

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

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

37 (8) Prevent the entry or require the removal of a mobile home,
38 manufactured home, or park model for the sole reason that the mobile
39 home has reached a certain age. Nothing in this subsection shall limit

1 a landlords' right to exclude or expel a mobile home, manufactured
2 home, or park model for any other reason, including but not limited to,
3 fire and safety concerns provided such action conforms to chapter 59.20
4 RCW or any other statutory provision.

5 **Sec. 7.** RCW 59.20.073 and 1993 c 66 s 17 are each amended to read
6 as follows:

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

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

18 (3) The landlord shall notify the selling tenant, in writing, of a
19 refusal to permit transfer of the rental agreement at least seven days
20 in advance of such intended transfer.

21 (4) The landlord may require the mobile home, manufactured home, or
22 park model to meet applicable fire and safety standards.

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 writing.
26 Consent to an assignment shall not be unreasonably withheld.

27 ~~((+5))~~ (6) Failure to notify the landlord in writing, as required
28 under subsection (2) of this section; or failure of the new tenant to
29 make 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 assignment
32 of the rental agreement, shall be grounds for disapproval of such
33 transfer.

34 **Sec. 8.** RCW 59.20.074 and 1990 c 169 s 2 are each amended to read
35 as follows:

36 (1) A secured party who has a security interest in a mobile home,
37 manufactured home, or park model that is located within a mobile home

1 park and who has a right to possession of the mobile home, manufactured
2 home, or park model under RCW 62A.9-503, shall be liable to the
3 landlord from the date the secured party receives written notice by
4 certified mail, return receipt requested, for rent for occupancy of the
5 mobile home space under the same terms the tenant was paying prior to
6 repossession, and any other reasonable expenses incurred after the
7 receipt of the notice, until disposition of the mobile home,
8 manufactured home, or park model under RCW 62A.9-504. The notice of
9 default by a tenant must state the amount of rent and the amount and
10 nature of any reasonable expenses that the secured party is liable for
11 payment to the landlord. The notice must also state that the secured
12 party will be provided a copy of the rental agreement previously signed
13 by the tenant and the landlord upon request.

14 (2) This section shall not affect the availability of a landlord's
15 lien as provided in chapter 60.72 RCW.

16 (3) As used in this section, "security interest" shall have the
17 same meaning as this term is defined in RCW 62A.1-201, and "secured
18 party" shall have the same meaning as this term is defined in RCW
19 62A.9-105.

20 (4) For purposes of this section, "reasonable expenses" means any
21 routine maintenance and utility charges for which the tenant is liable
22 under the rental agreement.

23 (5) Any rent or other reasonable expenses owed by the secured party
24 to the landlord pursuant to this section shall be paid to the landlord
25 prior to the removal of the mobile home, manufactured home, or park
26 model from the mobile home park.

27 (6) If a secured party who has a secured interest in a mobile home,
28 manufactured home, or park model that is located in a mobile home park
29 becomes liable to the landlord pursuant to this section, then the
30 relationship between the secured party and the landlord shall be
31 governed by the rental agreement previously signed by the tenant and
32 the landlord unless otherwise agreed, except that the term of the
33 rental agreement shall convert to a month-to-month tenancy. No waiver
34 is required to convert the rental agreement to a month-to-month
35 tenancy. Either the landlord or the secured party may terminate the
36 month-to-month tenancy upon giving written notice of thirty days or
37 more. The secured party and the landlord are not required to execute
38 a new rental agreement. Nothing in this section shall be construed to
39 be a waiver of any rights by the tenant.

1 **Sec. 9.** RCW 59.20.075 and 1984 c 58 s 3 are each amended to read
2 as follows:

3 Initiation by the landlord of any action listed in RCW
4 59.20.070(~~((+4))~~) (5) within one hundred twenty days after a good faith
5 and lawful act by the tenant or within one hundred twenty days after
6 any inspection or proceeding of a governmental agency resulting from
7 such act, shall create a rebuttable presumption affecting the burden of
8 proof, that the action is a reprisal or retaliatory action against the
9 tenant: PROVIDED, That if the court finds that the tenant made a
10 complaint or report to a governmental authority within one hundred
11 twenty days after notice of a proposed increase in rent or other action
12 in good faith by the landlord, there is a rebuttable presumption that
13 the complaint or report was not made in good faith: PROVIDED FURTHER,
14 That no presumption against the landlord shall arise under this
15 section, with respect to an increase in rent, if the landlord, in a
16 notice to the tenant of increase in rent, specifies reasonable grounds
17 for said increase, which grounds may include a substantial increase in
18 market value due to remedial action under this chapter.

19 **Sec. 10.** RCW 59.20.080 and 1998 c 118 s 2 are each amended to read
20 as follows:

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

24 (a) Substantial violation, or repeated or periodic violations of
25 the rules of the mobile home park as established by the landlord at the
26 inception of the tenancy or as assumed subsequently with the consent of
27 the tenant or for violation of the tenant's duties as provided in RCW
28 59.20.140. The tenant shall be given written notice to cease the rule
29 violation immediately. The notice shall state that failure to cease
30 the violation of the rule or any subsequent violation of that or any
31 other rule shall result in termination of the tenancy, and that the
32 tenant shall vacate the premises within fifteen days: PROVIDED, That
33 for a periodic violation the notice shall also specify that repetition
34 of the same violation shall result in termination: PROVIDED FURTHER,
35 That in the case of a violation of a "material change" in park rules
36 with respect to pets, tenants with minor children living with them, or
37 recreational facilities, the tenant shall be given written notice under
38 this chapter of a six month period in which to comply or vacate;

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

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

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

13 (e) Change of land use of the mobile home park including, but not
14 limited to, conversion to a use other than for mobile homes,
15 manufactured homes, or park models or conversion of the mobile home
16 park to a mobile home park cooperative or mobile home park subdivision:
17 PROVIDED, That the landlord shall give the tenants twelve months'
18 notice in advance of the effective date of such change, except that for
19 the period of six months following April 28, 1989, the landlord shall
20 give the tenants eighteen months' notice in advance of the proposed
21 effective date of such change;

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

36 (g) The tenant's application for tenancy contained a material
37 misstatement that induced the park owner to approve the tenant as a
38 resident of the park, and the park owner discovers and acts upon the

1 misstatement within one year of the time the resident began paying
2 rent;

3 (h) If the landlord serves a tenant three fifteen-day notices
4 within a twelve-month period to comply or vacate for failure to comply
5 with the material terms of the rental agreement or park rules. The
6 applicable twelve-month period shall commence on the date of the first
7 violation;

8 (i) Failure of the tenant to comply with obligations imposed upon
9 tenants by applicable provisions of municipal, county, and state codes,
10 statutes, ordinances, and regulations, including chapter 59.20 RCW.
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 (j) The tenant engages in disorderly or substantially annoying
16 conduct upon the park premises that results in the destruction of the
17 rights of others to the peaceful enjoyment and use of the premises.
18 The landlord shall give the tenant written notice to comply
19 immediately. The notice must state that failure to comply will result
20 in termination of the tenancy and that the tenant shall vacate the
21 premises within fifteen days;

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

28 (l) Any other substantial just cause that materially affects the
29 health, safety, and welfare of other park residents. The landlord
30 shall give the tenant written notice to comply immediately. The notice
31 must state that failure to comply will result in termination of the
32 tenancy and that the tenant shall vacate the premises within fifteen
33 days; or

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

38 (2) Within five days of a notice of eviction as required by
39 subsection (1)(a) of this section, the landlord and tenant shall submit

1 any dispute to mediation. The parties may agree in writing to
2 mediation by an independent third party or through industry mediation
3 procedures. If the parties cannot agree, then mediation shall be
4 through industry mediation procedures. A duty is imposed upon both
5 parties to participate in the mediation process in good faith for a
6 period of ten days for an eviction under subsection (1)(a) of this
7 section. It is a defense to an eviction under subsection (1)(a) of
8 this section that a landlord did not participate in the mediation
9 process in good faith.

10 (3) Chapters 59.12 and 59.18 RCW govern the eviction of
11 recreational vehicles from mobile home parks.

12 **Sec. 11.** RCW 59.20.130 and 1993 c 66 s 20 are each amended to read
13 as follows:

14 It shall be the duty of the landlord to:

15 (1) Comply with codes, statutes, ordinances, and administrative
16 rules applicable to the mobile home park;

17 (2) Maintain the common premises and prevent the accumulation of
18 stagnant water and to prevent the detrimental effects of moving water
19 when such condition is not the fault of the tenant;

20 (3) Keep any shared or common premises reasonably clean, sanitary,
21 and safe from defects to reduce the hazards of fire or accident;

22 (4) Keep all common premises of the mobile home park, and vacant
23 mobile home lots, not in the possession of tenants, free of weeds or
24 plant growth noxious and detrimental to the health of the tenants and
25 free from potentially injurious or unsightly objects and condition;

26 (5) Exterminate or make a reasonable effort to exterminate rodents,
27 vermin, or other pests dangerous to the health and safety of the tenant
28 whenever infestation exists on the common premises or whenever
29 infestation occurs in the interior of a mobile home, manufactured home,
30 or park model as a result of infestation existing on the common
31 premises;

32 (6) Maintain and protect all utilities provided to the mobile home,
33 manufactured home, or park model in good working condition.
34 Maintenance responsibility shall be determined at that point where the
35 normal mobile home, manufactured home, or park model utilities "hook-
36 ups" connect to those provided by the landlord or utility company;

37 (7) Respect the privacy of the tenants and shall have no right of
38 entry to a mobile home, manufactured home, or park model without the

1 prior written consent of the occupant, except in case of emergency or
2 when the occupant has abandoned the mobile home, manufactured home, or
3 park model. Such consent may be revoked in writing by the occupant at
4 any time. The ownership or management shall have a right of entry upon
5 the land upon which a mobile home, manufactured home, or park model is
6 situated for maintenance of utilities, to insure compliance with
7 applicable codes, statutes, ordinances, administrative rules, and the
8 rental agreement and the rules of the park, and protection of the
9 mobile home park at any reasonable time or in an emergency, but not in
10 a manner or at a time which would interfere with the occupant's quiet
11 enjoyment. The ownership or management shall make a reasonable effort
12 to notify the tenant of their intention of entry upon the land which a
13 mobile home, manufactured home, or park model is located prior to
14 entry;

15 (8) Allow tenants freedom of choice in the purchase of goods and
16 services, and not unreasonably restrict access to the mobile home park
17 for such purposes;

18 (9) Maintain roads within the mobile home park in good condition;
19 and

20 (10) Notify each tenant within five days after a petition has been
21 filed by the landlord for a change in the zoning of the land where the
22 mobile home park is located and make a description of the change
23 available to the tenant.

24 A landlord shall not have a duty to repair a defective condition
25 under this section, nor shall any defense or remedy be available to the
26 tenant under this chapter, if the defective condition complained of was
27 caused by the conduct of the tenant, the tenant's family, invitee, or
28 other person acting under the tenant's control, or if a tenant
29 unreasonably fails to allow the landlord access to the property for
30 purposes of repair.

31 **Sec. 12.** RCW 59.20.135 and 1994 c 30 s 1 are each amended to read
32 as follows:

33 (1) The legislature finds that some mobile home park owners
34 transfer the responsibility for the upkeep of permanent structures
35 within the mobile home park to the park tenants. This transfer
36 sometimes occurs after the permanent structures have been allowed to
37 deteriorate. Many mobile home parks consist entirely of senior
38 citizens who do not have the financial resources or physical capability

1 to make the necessary repairs to these structures once they have fallen
2 into disrepair. The inability of the tenants to maintain permanent
3 structures can lead to significant safety hazards to the tenants as
4 well as to visitors to the mobile home park. The legislature therefore
5 finds and declares that it is in the public interest and necessary for
6 the public health and safety to prohibit mobile home park owners from
7 transferring the duty to maintain permanent structures in mobile home
8 parks to the tenants.

9 (2) A mobile home park owner is prohibited from transferring
10 responsibility for the maintenance or care of permanent structures
11 within the mobile home park to the tenants of the park. A provision
12 within a rental agreement or other document transferring responsibility
13 for the maintenance or care of permanent structures within the mobile
14 home park to the park tenants is void.

15 (3) A "permanent structure" for purposes of this section includes
16 the clubhouse, carports, storage sheds, or other permanent structure.
17 A permanent structure does not include structures built or affixed by
18 a tenant. A permanent structure includes only those structures that
19 were provided as amenities to the park tenants.

20 (4) Nothing in this section shall be construed to prohibit a park
21 owner from requiring a tenant to maintain his or her mobile home,
22 manufactured home, or park model or yard. Nothing in this section
23 shall be construed to prohibit a park owner from transferring
24 responsibility for the maintenance or care of permanent structures
25 within the mobile home park to an organization of park tenants or to an
26 individual park tenant when requested by the tenant organization or
27 individual tenant.

28 **Sec. 13.** RCW 59.20.145 and 1993 c 152 s 1 are each amended to read
29 as follows:

30 A tenant in a mobile home park may share his or her mobile home,
31 manufactured home, or park model with any person over eighteen years of
32 age, if that person is providing live-in home health care or live-in
33 hospice care to the tenant under an approved plan of treatment ordered
34 by the tenant's physician. The live-in care provider is not considered
35 a tenant of the park and shall have no rights of tenancy in the park.
36 Any agreement between the tenant and the live-in care provider does not
37 change the terms and conditions of the rental agreement between the
38 landlord and the tenant. The live-in care provider shall comply with

1 the rules of the mobile home park, the rental agreement, and this
2 chapter. The landlord may not charge a guest fee for the live-in care
3 provider.

4 **Sec. 14.** RCW 59.20.150 and 1979 ex.s. c 186 s 10 are each amended
5 to read as follows:

6 (1) Any notice required by this chapter to be given to a tenant
7 shall be served on behalf of the landlord: (a) By delivering a copy
8 personally to the tenant; or (b) ~~((if the tenant is absent from the
9 mobile home, by leaving a copy at the mobile home with some person of
10 suitable age and discretion and by sending a copy through the mail
11 addressed to the tenant's place of residence; or (c)))~~ if the tenant is
12 absent from the mobile home ~~((and a person of suitable age and
13 discretion cannot be found to leave a copy with, then))~~, manufactured
14 home, or park model by affixing a copy of the notice in a conspicuous
15 place on the mobile home, manufactured home, or park model and also
16 sending a copy through the mail addressed to the tenant at the tenant's
17 last known address.

18 (2) Any notice required by this chapter to be given to the landlord
19 shall be served by the tenant in the same manner as provided for in
20 subsection (1) of this section, or by mail to the landlord at such
21 place as shall be expressly provided in the rental agreement.

22 (3) The landlord shall state in any notice of eviction required by
23 RCW 59.20.080(1) as now or hereafter amended the specific reason for
24 eviction in a clear and concise manner.

25 **Sec. 15.** RCW 59.20.170 and 1979 ex.s. c 186 s 12 are each amended
26 to read as follows:

27 (1) All moneys paid to the landlord by the tenant as a deposit as
28 security for performance of the tenant's obligations in a rental
29 agreement shall promptly be deposited by the landlord in a trust
30 account, maintained by the landlord for the purpose of holding such
31 security deposits for tenants of the landlord, in a bank, savings and
32 loan association, mutual savings bank, or licensed escrow agent located
33 in Washington. Except as provided in subsection (2) of this section,
34 unless otherwise agreed in writing, the landlord shall be entitled to
35 receipt of interest paid on such trust account deposits. The landlord
36 shall provide the tenant with a written receipt for the deposit and
37 shall provide written notice of the name and address and location of

1 the depository and any subsequent change thereof. If during a tenancy
2 the status of landlord is transferred to another, any sums in the
3 deposit trust account affected by such transfer shall simultaneously be
4 transferred to an equivalent trust account of the successor landlord,
5 and the successor landlord shall promptly notify the tenant of the
6 transfer and of the name, address and location of the new depository.
7 The tenant's claim to any moneys paid under this section shall be prior
8 to that of any creditor of the landlord, including a trustee in
9 bankruptcy or receiver, even if such moneys are commingled.

10 (2) All moneys paid, in excess of two months' rent on the mobile
11 home lot, to the landlord by the tenant as a deposit as security for
12 performance of the tenant's obligations in a rental agreement shall be
13 deposited into an interest-bearing trust account for the particular
14 tenant. The interest accruing on the deposit in the account, minus
15 fees charged to administer the account, shall be paid to the tenant on
16 an annual basis. All other provisions of subsection (1) of this
17 section shall apply to deposits under this subsection.

18 **Sec. 16.** RCW 59.20.210 and 1984 c 58 s 8 are each amended to read
19 as follows:

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

30 (2) If the landlord fails to commence repair of the defective
31 condition within a reasonable time after receipt of notice from the
32 tenant, the tenant may contract with the person submitting the lowest
33 bid to make the repair, and upon the completion of the repair and an
34 opportunity for inspection by the landlord or the landlord's designated
35 agent, the tenant may deduct the cost of repair from the rent in an
36 amount not to exceed the sum expressed in dollars representing one
37 month's rental of the tenant's mobile home space in any calendar year.
38 When, however, the landlord is required to begin remedying the

1 defective condition within thirty days under RCW 59.20.200, the tenant
2 cannot contract for repairs for at least fifteen days following receipt
3 of bids by the landlord. The total costs of repairs deducted by the
4 tenant in any calendar year under this subsection shall not exceed the
5 sum expressed in dollars representing one month's rental of the
6 tenant's mobile home space.

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

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

12 (a) Create a relationship of employer and employee between landlord
13 and tenant; or

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

15 (c) Constitute the tenant as an agent of the landlord for the
16 purposes of ((RCW—60.04.010—and—60.04.040)) mechanics' and
17 materialmen's liens under chapter 60.04 RCW.

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

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

28 **Sec. 17.** RCW 59.20.220 and 1984 c 58 s 9 are each amended to read
29 as follows:

30 (1) If a court or an arbitrator determines that:

31 (a) A landlord has failed to carry out a duty or duties imposed by
32 RCW 59.20.130; and

33 (b) A reasonable time has passed for the landlord to remedy the
34 defective condition following notice to the landlord under RCW
35 59.20.200 or such other time as may be allotted by the court or
36 arbitrator; the court or arbitrator may determine the diminution in
37 rental value of the property due to the defective condition and shall
38 render judgment against the landlord for the rent paid in excess of

1 such diminished rental value from the time of notice of such defect to
2 the time of decision and any costs of repair done pursuant to ((~~section~~
3 ~~4 of this act~~)) RCW 59.20.210 for which no deduction has been
4 previously made. Such decisions may be enforced as other judgments at
5 law and shall be available to the tenant as a set-off against any
6 existing or subsequent claims of the landlord.

7 The court or arbitrator may also authorize the tenant to contract
8 to make further corrective repairs. The court or arbitrator shall
9 specify a time period in which the landlord may make such repairs
10 before the tenant may contract for such repairs. Such repairs shall
11 not exceed the sum expressed in dollars representing one month's rental
12 of the tenant's mobile home space in any one calendar year.

13 (2) The tenant shall not be obligated to pay rent in excess of the
14 diminished rental value of the mobile home space until such defect or
15 defects are corrected by the landlord or until the court or arbitrator
16 determines otherwise.

17 NEW SECTION. Sec. 18. A new section is added to chapter 35.21 RCW
18 to read as follows:

19 (1) A city or town shall transmit a copy of any permit issued to a
20 tenant or the tenant's agent for a mobile home, manufactured home, or
21 park model installation in a mobile home park to the landlord.

22 (2) A city or town shall transmit a copy of any permit issued to a
23 person engaged in the business of moving or installing a mobile home,
24 manufactured home, or park model in a mobile home park to the tenant
25 and the landlord.

26 (3) As used in this section:

27 (a) "Landlord" has the same meaning as in RCW 59.20.030;

28 (b) "Mobile home park" has the same meaning as in RCW 59.20.030;

29 (c) "Mobile or manufactured home installation" has the same meaning
30 as in RCW 43.63B.010; and

31 (d) "Tenant" has the same meaning as in RCW 59.20.030.

32 NEW SECTION. Sec. 19. A new section is added to chapter 35A.21
33 RCW to read as follows:

34 (1) A code city shall transmit a copy of any permit issued to a
35 tenant or the tenant's agent for a mobile home, manufactured home, or
36 park model installation in a mobile home park to the landlord.

1 (2) A code city shall transmit a copy of any permit issued to a
2 person engaged in the business of moving or installing a mobile home,
3 manufactured home, or park model in a mobile home park to the tenant
4 and the landlord.

5 (3) As used in this section:

6 (a) "Landlord" has the same meaning as in RCW 59.20.030;

7 (b) "Mobile home park" has the same meaning as in RCW 59.20.030;

8 (c) "Mobile or manufactured home installation" has the same meaning
9 as in RCW 43.63B.010; and

10 (d) "Tenant" has the same meaning as in RCW 59.20.030.

11 NEW SECTION. **Sec. 20.** A new section is added to chapter 36.01 RCW
12 to read as follows:

13 (1) A county shall transmit a copy of any permit issued to a tenant
14 or the tenant's agent for a mobile home, manufactured home, or park
15 model installation in a mobile home park to the landlord.

16 (2) A county shall transmit a copy of any permit issued to a person
17 engaged in the business of moving or installing a mobile home,
18 manufactured home, or park model in a mobile home park to the tenant
19 and the landlord.

20 (3) As used in this section:

21 (a) "Landlord" has the same meaning as in RCW 59.20.030;

22 (b) "Mobile home park" has the same meaning as in RCW 59.20.030;

23 (c) "Mobile or manufactured home installation" has the same meaning
24 as in RCW 43.63B.010; and

25 (d) "Tenant" has the same meaning as in RCW 59.20.030.

26 NEW SECTION. **Sec. 21.** This act is necessary for the immediate
27 preservation of the public peace, health, or safety, or support of the
28 state government and its existing public institutions, and takes effect
29 July 1, 1999.

Passed the House February 24, 1999.

Passed the Senate April 25, 1999.

Approved by the Governor May 17, 1999.

Filed in Office of Secretary of State May 17, 1999.