

SHB 3133 - H AMD 1173

By Representative Liias

ADOPTED 02/19/2008

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

3 "NEW SECTION. **Sec. 1.** The legislature finds that:

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

12 (2) Many tenants who reside in these parks and communities are
13 senior citizens or low-income households and are, therefore, the
14 residents most in need of reasonable security or permanency in the
15 siting of their home because of the adverse impacts on the health,
16 safety, and welfare of tenants forced to move due to closure or
17 conversion to another use of the manufactured housing community or
18 mobile home park.

19 (3) Manufactured/mobile home tenants have a reasonable expectation
20 of long-term security when they move their home into a community or
21 park. Some tenants have been forced to relocate due to a closure or
22 conversion soon after the tenant has moved into the community or park.
23 The legislature finds that unless a park owner sells the park to
24 resident homeowners or another entity with the purpose of preservation
25 or justly compensates the homeowners for the loss of their homes, a
26 minimum notification period of two years before the closure or
27 conversion of a community or park is a reasonable balancing of the
28 rights and interests of both community and park owners and the
29 manufactured/mobile home owners.

1 (4) Given the effort and expense involved in moving a
2 manufactured/mobile home and the imbalance of economic power in this
3 type of landlord-tenant relationship, it is the intent of the
4 legislature to provide an opportunity for manufactured/mobile home
5 tenants to remain in manufactured housing communities and mobile home
6 parks for at least two years.

7 **Sec. 2.** RCW 59.20.060 and 2006 c 296 s 2 are each amended to read
8 as follows:

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

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

16 (b) Reasonable rules for guest parking which shall be clearly
17 stated;

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

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

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

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

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

1 (ii) A rental agreement may, in the alternative, contain a
2 statement that: "The park may be sold or otherwise transferred at any
3 time with the result that subsequent owners may close the mobile home
4 park, or that the landlord may close the park at any time after the
5 required two-year closure notice as provided in RCW 59.20.080." The
6 covenant or statement required by this subsection must: (A) Appear in
7 print that is in bold face and is larger than the other text of the
8 rental agreement; (B) be set off by means of a box, blank space, or
9 comparable visual device; and (C) be located directly above the
10 tenant's signature on the rental agreement(~~(-)~~);

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

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

18 (~~(i)~~) (j) A listing of the utilities, services, and facilities
19 which will be available to the tenant during the tenancy and the nature
20 of the fees, if any, to be charged;

21 (~~(j)~~) (k) A description of the boundaries of a mobile home space
22 sufficient to inform the tenant of the exact location of the tenant's
23 space in relation to other tenants' spaces;

24 (~~(k)~~) (l) A statement of the current zoning of the land on which
25 the mobile home park is located; and

26 (~~(l)~~) (m) A statement of the expiration date of any conditional
27 use, temporary use, or other land use permit subject to a fixed
28 expiration date that is necessary for the continued use of the land as
29 a mobile home park.

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

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

36 (b) Which authorizes the towing or impounding of a vehicle except
37 upon notice to the owner thereof or the tenant whose guest is the owner
38 of the vehicle;

1 (c) Which allows the landlord to alter the due date for rent
2 payment or increase the rent: (i) During the term of the rental
3 agreement if the term is less than one year, or (ii) more frequently
4 than annually if the term is for one year or more: PROVIDED, That a
5 rental agreement may include an escalation clause for a pro rata share
6 of any increase in the mobile home park's real property taxes or
7 utility assessments or charges, over the base taxes or utility
8 assessments or charges of the year in which the rental agreement took
9 effect, if the clause also provides for a pro rata reduction in rent or
10 other charges in the event of a reduction in real property taxes or
11 utility assessments or charges, below the base year: PROVIDED FURTHER,
12 That a rental agreement for a term exceeding one year may provide for
13 annual increases in rent in specified amounts or by a formula specified
14 in such agreement;

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 days in any sixty-day
23 period;

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

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

33 **Sec. 3.** RCW 59.20.080 and 2003 c 127 s 4 are each amended to read
34 as follows:

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

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

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

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

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

28 (e) Change of land use of the mobile home park or manufactured
29 housing community including, but not limited to, conversion to a use
30 other than for mobile homes, manufactured homes, or park models or
31 conversion of the mobile home park or manufactured housing community to
32 a mobile home park cooperative or mobile home park subdivision:
33 PROVIDED, That the landlord shall give the tenants (~~((twelve months'~~)
34 two years' notice, which may be referred to as a closure notice meeting
35 the requirements of RCW 59.21.030, in advance of the effective date of
36 such change(~~(, except that for the period of six months following April~~
37 ~~28, 1989, the landlord shall give the tenants eighteen months'~~ notice

1 ~~in advance of the proposed effective date of such change)).~~ The two-
2 year closure notice requirement does not apply if:

3 (i) The mobile home park or manufactured housing community, or part
4 of the park or community, has been acquired or is under imminent threat
5 of condemnation;

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

10 (iii) The landlord compensates the tenants for the loss of their
11 homes at their assessed value prior to a change of use or sale of the
12 property; or

13 (iv) A tenant is an employee of the landlord;

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

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

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

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

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

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

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

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

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

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

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

9 **Sec. 4.** RCW 59.21.030 and 2006 c 296 s 1 are each amended to read
10 as follows:

11 (1) The closure notice required by RCW 59.20.080 before park
12 closure or conversion of the park(~~(, whether twelve months or longer,)~~)
13 shall be given to the director and all tenants in writing, and posted
14 at all park entrances. The closure notice required by RCW 59.20.080
15 must also meet the following requirements:

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

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

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

27 (2) The department must mail every tenant an application and
28 information on relocation assistance within ten business days of
29 receipt of the notice required in subsection (1) of this section.

30 **Sec. 5.** RCW 59.20.073 and 2003 c 127 s 3 are each amended to read
31 as follows:

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

35 (2) A tenant who sells a mobile home, manufactured home, or park

1 model within a park must provide the buyer with a copy of any closure
2 notice provided by a landlord, as required under RCW 59.20.080, at
3 least seven days in advance of the intended sale and transfer.

4 (3) A tenant who sells a mobile home, manufactured home, or park
5 model within a park shall notify the landlord in writing of the date of
6 the intended sale and transfer of the rental agreement at least fifteen
7 days in advance of such intended transfer and shall notify the buyer in
8 writing of the provisions of this section. The tenant shall verify in
9 writing to the landlord payment of all taxes, rent, and reasonable
10 expenses due on the mobile home, manufactured home, or park model and
11 mobile home lot.

12 ((+3)) (4) The landlord shall notify the selling tenant, in
13 writing, of a refusal to permit transfer of the rental agreement at
14 least seven days in advance of such intended transfer.

15 ((+4)) (5) The landlord may require the mobile home, manufactured
16 home, or park model to meet applicable fire and safety standards if a
17 state or local agency responsible for the enforcement of fire and
18 safety standards has issued a notice of violation of those standards to
19 the tenant and those violations remain uncorrected. Upon correction of
20 the violation to the satisfaction of the state or local agency
21 responsible for the enforcement of that notice of violation, the
22 landlord's refusal to permit the transfer is deemed withdrawn.

23 ((+5)) (6) The landlord shall approve or disapprove of the
24 assignment of a rental agreement on the same basis that the landlord
25 approves or disapproves of any new tenant, and any disapproval shall be
26 in writing. Consent to an assignment shall not be unreasonably
27 withheld.

28 ((+6)) (7) Failure to ((~~notify the landlord in writing,~~)) provide
29 notice as required under subsection (2) or (3) of this section; or
30 failure of the new tenant to make a good faith attempt to arrange an
31 interview with the landlord to discuss assignment of the rental
32 agreement; or failure of the current or new tenant to obtain written
33 approval of the landlord for assignment of the rental agreement, shall
34 be grounds for disapproval of such transfer.

35 **Sec. 6.** RCW 59.21.070 and 1995 c 122 s 10 are each amended to read
36 as follows:

37 If the rental agreement includes a covenant by the landlord as

1 described in RCW 59.20.060(1)(g)((+i)), the covenant runs with the
2 land and is binding upon the purchasers, successors, and assigns of the
3 landlord.

4 NEW SECTION. **Sec. 7.** This act is necessary for the immediate
5 preservation of the public peace, health, or safety, or support of the
6 state government and its existing public institutions, and takes effect
7 immediately."

8 Correct the title.

EFFECT: Changes the closure notice requirement from three years
to two years.

Reinstates the alternative "buyer beware" language for rental
agreements as an alternative to the three-year covenant language.

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