

CERTIFICATION OF ENROLLMENT

SUBSTITUTE HOUSE BILL 2194

Chapter 213, Laws of 2012

62nd Legislature
2012 Regular Session

MANUFACTURED/MOBILE HOME LANDLORD TENANT ACT

EFFECTIVE DATE: 06/07/12

Passed by the House January 23, 2012
Yeas 94 Nays 1

FRANK CHOPP

Speaker of the House of Representatives

Passed by the Senate March 2, 2012
Yeas 46 Nays 3

BRAD OWEN

President of the Senate

Approved March 30, 2012, 11:26 a.m.

CHRISTINE GREGOIRE

Governor of the State of Washington

CERTIFICATE

I, Barbara Baker, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **SUBSTITUTE HOUSE BILL 2194** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BARBARA BAKER

Chief Clerk

FILED

March 30, 2012

**Secretary of State
State of Washington**

SUBSTITUTE HOUSE BILL 2194

Passed Legislature - 2012 Regular Session

State of Washington 62nd Legislature 2012 Regular Session

By House Judiciary (originally sponsored by Representatives Pedersen, Rodne, Goodman, and Kenney)

READ FIRST TIME 01/13/12.

1 AN ACT Relating to modifying the manufactured/mobile home landlord
2 tenant act and other related provisions; amending RCW 59.20.060,
3 59.20.070, 59.20.073, 59.20.080, and 59.20.200; and reenacting and
4 amending RCW 59.30.020.

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

6 **Sec. 1.** RCW 59.20.060 and 2006 c 296 s 2 are each amended to read
7 as follows:

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

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

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

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

18 (d) The name and address of the person who is the landlord, and if
19 such person does not reside in the state there shall also be designated

1 by name and address a person who resides in the county where the mobile
2 home park is located who is authorized to act as agent for the purposes
3 of service of notices and process. If no designation is made of a
4 person to act as agent, then the person to whom rental payments are to
5 be made shall be considered the agent;

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

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

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

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

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

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

35 (j) A written description, picture, plan, or map of the boundaries
36 of a mobile home space sufficient to inform the tenant of the exact
37 location of the tenant's space in relation to other tenants' spaces;

1 (k) A written description, picture, plan, or map of the location of
2 the tenant's responsibility for utility hook-ups, consistent with RCW
3 59.20.130(6);

4 (l) A statement of the current zoning of the land on which the
5 mobile home park is located; and

6 ~~((+l))~~ (m) A statement of the expiration date of any conditional
7 use, temporary use, or other land use permit subject to a fixed
8 expiration date that is necessary for the continued use of the land as
9 a mobile home park.

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

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

16 (b) Which authorizes the towing or impounding of a vehicle except
17 upon notice to the owner thereof or the tenant whose guest is the owner
18 of the vehicle;

19 (c) Which allows the landlord to alter the due date for rent
20 payment or increase the rent: (i) During the term of the rental
21 agreement if the term is less than one year, or (ii) more frequently
22 than annually if the term is for one year or more: PROVIDED, That a
23 rental agreement may include an escalation clause for a pro rata share
24 of any increase in the mobile home park's real property taxes or
25 utility assessments or charges, over the base taxes or utility
26 assessments or charges of the year in which the rental agreement took
27 effect, if the clause also provides for a pro rata reduction in rent or
28 other charges in the event of a reduction in real property taxes or
29 utility assessments or charges, below the base year: PROVIDED FURTHER,
30 That a rental agreement for a term exceeding one year may provide for
31 annual increases in rent in specified amounts or by a formula specified
32 in such agreement;

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

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

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

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

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

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

16 **Sec. 2.** RCW 59.20.070 and 2003 c 127 s 2 are each amended to read
17 as follows:

18 A landlord shall not:

19 (1) Deny any tenant the right to sell such tenant's mobile home,
20 manufactured home, or park model within a park, or prohibit, in any
21 manner, any tenant from posting on the tenant's manufactured/mobile
22 home or park model, or on the rented mobile home lot, a commercially
23 reasonable "for sale" sign or any similar sign designed to advertise
24 the sale of the manufactured/mobile home or park model. In addition,
25 a landlord shall not require the removal of the mobile home,
26 manufactured home, or park model from the park because of the sale
27 thereof. Requirements for the transfer of the rental agreement are in
28 RCW 59.20.073. Nothing in this subsection prohibits a landlord from
29 enforcing reasonable rules or restrictions regarding the placement of
30 "for sale" signs on the tenant's manufactured/mobile home or park
31 model, or on the rented mobile home lot, if (a) the main purpose of the
32 rules or restrictions is to protect the safety of park tenants or
33 residents and (b) the rules or restrictions comply with RCW 59.20.045.
34 The landlord may restrict the number of "for sale" signs on the lot to
35 two and may restrict the size of the signs to conform to those in
36 common use by home sale businesses;

1 (2) Restrict the tenant's freedom of choice in purchasing goods or
2 services but may reserve the right to approve or disapprove any
3 exterior structural improvements on a mobile home space: PROVIDED,
4 That door-to-door solicitation in the mobile home park may be
5 restricted in the rental agreement. Door-to-door solicitation does not
6 include public officials or candidates for public office meeting or
7 distributing information to tenants in accordance with subsection (3)
8 or (4) of this section;

9 (3) Prohibit the distribution of information or meetings by tenants
10 of the mobile home park to discuss mobile home living and affairs,
11 including political caucuses or forums for or speeches of public
12 officials or candidates for public office, or meetings of organizations
13 that represent the interest of tenants in the park, held in a tenant's
14 home or any of the park community or recreation halls if these halls
15 are open for the use of the tenants, conducted at reasonable times and
16 in an orderly manner on the premises, nor penalize any tenant for
17 participation in such activities;

18 (4) Prohibit a public official or candidate for public office from
19 meeting with or distributing information to tenants in their individual
20 mobile homes, manufactured homes, or park models, nor penalize any
21 tenant for participating in these meetings or receiving this
22 information;

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

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

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

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

34 (d) Participation or membership in any homeowners association or
35 group;

36 (6) Charge to any tenant a utility fee in excess of actual utility
37 costs or intentionally cause termination or interruption of any

1 tenant's utility services, including water, heat, electricity, or gas,
2 except when an interruption of a reasonable duration is required to
3 make necessary repairs;

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

7 (8) Prevent the entry or require the removal of a mobile home,
8 manufactured home, or park model for the sole reason that the mobile
9 home has reached a certain age. Nothing in this subsection shall limit
10 a landlords' right to exclude or expel a mobile home, manufactured
11 home, or park model for any other reason, including but not limited to,
12 failure to comply with fire, safety, and other provisions of local
13 ordinances and state laws relating to mobile homes, manufactured homes,
14 and park models, as long as the action conforms to this chapter or any
15 other relevant statutory provision.

16 **Sec. 3.** RCW 59.20.073 and 2003 c 127 s 3 are each amended to read
17 as follows:

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

21 (2) A tenant who sells a mobile home, manufactured home, or park
22 model within a park shall notify the landlord in writing of the date of
23 the intended sale and transfer of the rental agreement at least fifteen
24 days in advance of such intended transfer and shall notify the buyer in
25 writing of the provisions of this section. The tenant shall verify in
26 writing to the landlord payment of all taxes, rent, and reasonable
27 expenses due on the mobile home, manufactured home, or park model and
28 mobile home lot. The tenant shall notify the buyer of all taxes, rent,
29 and reasonable expenses due on the manufactured/mobile home or park
30 model and the mobile home lot.

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

34 (4) The landlord may require the mobile home, manufactured home, or
35 park model to meet applicable fire and safety standards if a state or
36 local agency responsible for the enforcement of fire and safety
37 standards has issued a notice of violation of those standards to the

1 tenant and those violations remain uncorrected. Upon correction of the
2 violation to the satisfaction of the state or local agency responsible
3 for the enforcement of that notice of violation, the landlord's refusal
4 to permit the transfer is deemed withdrawn.

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

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

15 **Sec. 4.** RCW 59.20.080 and 2003 c 127 s 4 are each amended to read
16 as follows:

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

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

36 (b) Nonpayment of rent or other charges specified in the rental

1 agreement, upon five days written notice to pay rent and/or other
2 charges or to vacate;

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

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

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

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

35 (g) The tenant's application for tenancy contained a material
36 misstatement that induced the park owner to approve the tenant as a
37 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 an enforceable park
6 rule(~~s~~). The applicable twelve-month period shall commence on the
7 date of the first 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 this chapter. The
11 landlord shall give the tenant written notice to comply immediately.
12 The notice must state that failure to comply will result in termination
13 of the tenancy and that the tenant shall vacate the premises within
14 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 describe the
26 nuisance and state (i) what the tenant must do to cease the nuisance
27 and (ii) that failure to cease the conduct will result in termination
28 of the tenancy and that the tenant shall vacate the premises in five
29 days;

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

37 (m) Failure to pay rent by the due date provided for in the rental

1 agreement three or more times in a twelve-month period, commencing with
2 the date of the first violation, after service of a five-day notice to
3 comply or vacate.

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

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

20 **Sec. 5.** RCW 59.20.200 and 1984 c 58 s 6 are each amended to read
21 as follows:

22 If at any time during the tenancy the landlord fails to carry out
23 the duties required by RCW 59.20.130, the tenant may, in addition to
24 pursuit of remedies otherwise provided the tenant by law, deliver
25 written notice to the landlord, which notice shall specify the property
26 involved, the name of the owner, if known, and the nature of the
27 defective condition. For the purposes of this chapter, a reasonable
28 time for the landlord to commence remedial action after receipt of such
29 notice by the tenant shall be, except where circumstances are beyond
30 the landlord's control;

31 (1) Not more than twenty-four hours, where the defective condition
32 is imminently hazardous to life;

33 (2) Not more than forty-eight hours, where the landlord fails to
34 provide water (~~or heat~~), electricity, or sewer or septic service to
35 the extent required under RCW 59.20.130(6);

36 (3) Subject to the provisions of subsections (1) and (2) of this

1 section, not more than seven days in the case of a repair under RCW
2 59.20.130(3);

3 (4) Not more than thirty days in all other cases.

4 In each instance the burden shall be on the landlord to see that
5 remedial work under this section is completed with reasonable
6 promptness.

7 Where circumstances beyond the landlord's control, including the
8 availability of financing, prevent the landlord from complying with the
9 time limitations set forth in this section, the landlord shall endeavor
10 to remedy the defective condition with all reasonable speed.

11 **Sec. 6.** RCW 59.30.020 and 2011 c 298 s 30 are each reenacted and
12 amended to read as follows:

13 The definitions in this section apply throughout this chapter
14 unless the context clearly requires otherwise.

15 (1) "Complainant" means a landlord, community owner, or tenant, who
16 has a complaint alleging a violation of chapter 59.20 RCW.

17 (2) "Department" means the department of revenue.

18 (3) "Director" means the director of revenue.

19 (4) "Landlord" or "community owner" means the owner of a mobile
20 home park or a manufactured housing community and includes the agents
21 of a landlord.

22 (5) "Manufactured home" means a single-family dwelling built
23 according to the United States department of housing and urban
24 development manufactured home construction and safety standards act,
25 which is a national preemptive building code. A manufactured home
26 also: (a) Includes plumbing, heating, air conditioning, and electrical
27 systems; (b) is built on a permanent chassis; and (c) can be
28 transported in one or more sections with each section at least eight
29 feet wide and forty feet long when transported, or when installed on
30 the site is three hundred twenty square feet or greater.

31 (6) "Manufactured/mobile home" means either a manufactured home or
32 a mobile home.

33 (7) "Manufactured/mobile home lot" means a portion of a
34 manufactured/mobile home community designated as the location of one
35 mobile home, manufactured home, or park model and its accessory
36 buildings, and intended for the exclusive use as a primary residence by
37 the occupants of that mobile home, manufactured home, or park model.

1 (8) "Mobile home" means a factory-built dwelling built prior to
2 June 15, 1976, to standards other than the United States department of
3 housing and urban development code, and acceptable under applicable
4 state codes in effect at the time of construction or introduction of
5 the home into the state. Mobile homes have not been built since the
6 introduction of the United States department of housing and urban
7 development manufactured home construction and safety act.

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

16 (10) "Owner" means one or more persons, jointly or severally, in
17 whom is vested:

18 (a) All or part of the legal title to the real property; or

19 (b) All or part of the beneficial ownership, and a right to present
20 use and enjoyment of the real property.

21 (11) "Park model" means a recreational vehicle intended for
22 permanent or semipermanent installation and is used as a (~~permanent~~)
23 primary residence.

24 (12) "Recreational vehicle" means a travel trailer, motor home,
25 truck camper, or camping trailer that is primarily designed and used as
26 temporary living quarters, is either self-propelled or mounted on or
27 drawn by another vehicle, is transient, is not occupied as a
28 (~~permanent~~) primary residence (~~located in a mobile home park or~~
29 ~~manufactured housing community~~), and is not immobilized or permanently
30 affixed to a manufactured/mobile home lot.

31 (13) "Respondent" means a landlord, community owner, or tenant,
32 alleged to have committed a violation of chapter 59.20 RCW.

33 (14) "Tenant" means any person, except a transient as defined in
34 RCW 59.20.030, who rents a mobile home lot.

Passed by the House January 23, 2012.

Passed by the Senate March 2, 2012.

Approved by the Governor March 30, 2012.

Filed in Office of Secretary of State March 30, 2012.