
HOUSE BILL 2946

State of Washington 64th Legislature 2016 Regular Session

By Representatives Robinson, Appleton, Ryu, and Gregerson

Read first time 01/29/16. Referred to Committee on Judiciary.

1 AN ACT Relating to minimum terms for closure or conversion
2 notices for mobile home parks and manufactured housing communities;
3 amending RCW 59.20.060, 59.20.080, 59.21.030, and 59.20.073; creating
4 a new section; and declaring an emergency.

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

6 NEW SECTION. **Sec. 1.** The legislature finds that:

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

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

1 (3) Manufactured/mobile home tenants have a reasonable
2 expectation of long-term security when they move their home into a
3 community or park. Some tenants have been forced to relocate due to a
4 closure or conversion soon after the tenant has moved into the
5 community or park. The legislature finds that unless a park owner
6 sells the park to resident homeowners or another entity with the
7 purpose of preservation or justly compensates the homeowners for the
8 loss of their homes, a minimum notification period of five years
9 before the closure or conversion of a community or park is a
10 reasonable balancing of the rights and interests of both community
11 and park owners and the manufactured/mobile home owners.

12 (4) Given the effort and expense involved in moving a
13 manufactured/mobile home and the imbalance of economic power in this
14 type of landlord-tenant relationship, it is the intent of the
15 legislature to provide an opportunity for manufactured/mobile home
16 tenants to remain in manufactured housing communities and mobile home
17 parks for at least five years.

18 **Sec. 2.** RCW 59.20.060 and 2012 c 213 s 1 are each amended to
19 read as follows:

20 (1) Any manufactured/mobile home space tenancy regardless of the
21 term, shall be based upon a written rental agreement, signed by the
22 parties, which shall contain:

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

27 (b) Reasonable rules for guest parking which shall be clearly
28 stated;

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

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

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

1 (f) A forwarding address of the tenant or the name and address of
2 a person who would likely know the whereabouts of the tenant in the
3 event of an emergency or an abandonment of the mobile home,
4 manufactured home, or park model;

5 (g)(i) A covenant by the landlord that, except for acts or events
6 beyond the control of the landlord, the mobile home park will not be
7 converted to a land use that will prevent the space that is the
8 subject of the lease from continuing to be used for its intended use
9 for a period of (~~three~~) five years after the beginning of the term
10 of the rental agreement;

11 (ii) A rental agreement may, in the alternative, contain a
12 statement that: "The park may be sold or otherwise transferred at any
13 time with the result that subsequent owners may close the mobile home
14 park or manufactured housing community, or that the landlord may
15 close the park at any time after the required five-year closure
16 notice as provided in RCW 59.20.080." The covenant or statement
17 required by this subsection must: (A) Appear in print that is in bold
18 face and is larger than the other text of the rental agreement; (B)
19 be set off by means of a box, blank space, or comparable visual
20 device; and (C) be located directly above the tenant's signature on
21 the rental agreement(~~(-)~~);

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

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

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

32 (~~(+j)~~) (k) A written description, picture, plan, or map of the
33 boundaries of a manufactured/mobile home space sufficient to inform
34 the tenant of the exact location of the tenant's space in relation to
35 other tenants' spaces;

36 (~~(+k)~~) (l) A written description, picture, plan, or map of the
37 location of the tenant's responsibility for utility hook-ups,
38 consistent with RCW 59.20.130(6);

1 (~~(l)~~) (m) A statement of the current zoning of the land on
2 which the mobile home park or manufactured housing community is
3 located; and

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

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

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

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

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

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

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

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

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

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

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

14 **Sec. 3.** RCW 59.20.080 and 2012 c 213 s 4 are each amended to
15 read as follows:

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

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

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

38 (c) Conviction of the tenant of a crime, commission of which
39 threatens the health, safety, or welfare of the other mobile home

1 park or manufactured housing community tenants. The tenant shall be
2 given written notice of a fifteen day period in which to vacate;

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

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

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

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

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

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

1 termination, the park owner may proceed directly to an unlawful
2 detainer action;

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

8 (h) If the landlord serves a tenant three fifteen-day notices
9 within a twelve-month period to comply or vacate for failure to
10 comply with the material terms of the rental agreement or an
11 enforceable park rule. The applicable twelve-month period shall
12 commence on the date of the first violation;

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

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

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

35 (l) Any other substantial just cause that materially affects the
36 health, safety, and welfare of other park residents. The landlord
37 shall give the tenant written notice to comply immediately. The
38 notice must describe the harm caused by the tenant, describe what the
39 tenant must do to comply and to discontinue the harm, and state that

1 failure to comply will result in termination of the tenancy and that
2 the tenant shall vacate the premises within fifteen days; or

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

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

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

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

25 (1) The closure notice required by RCW 59.20.080 before park
26 closure or conversion of the park(~~(, whether twelve months or~~
27 ~~longer,)~~) shall be given to the director and all tenants in writing,
28 and posted at all park entrances.

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

31 "CLOSURE NOTICE TO TENANTS

32 NOTICE IS HEREBY GIVEN on the day of,, of
33 a conversion of this mobile home park or manufactured housing
34 community to a use other than for mobile homes, manufactured homes,
35 or park models, or of a conversion of the mobile home park or
36 manufactured housing community to a mobile home park cooperative or a
37 mobile home park subdivision. This change of use becomes effective on

1 the day of,, which is the date five years
2 after the date this closure notice is given.

3 PARK OR COMMUNITY MANAGEMENT OR OWNERSHIP INFORMATION:

4 For information during the period preceding the effective change
5 of use of this mobile home park or manufactured housing community on
6 the day of,, contact:

7 Name:

8 Address:

9 Telephone:

10 PURCHASER INFORMATION, if applicable:

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

13 Name:

14 Address:

15 Telephone:

16 PARK PURCHASE BY TENANT ORGANIZATIONS, if applicable:

17 The owner of this mobile home park or manufactured housing
18 community is willing to entertain an offer of purchase by an
19 organization or group consisting of park or community tenants or a
20 not-for-profit agency designated by the tenants. Tenants should
21 contact the park owner or park management with such an offer. For
22 assistance in forming an organization to purchase the park or
23 community and for possible financial resources to assist with such a
24 purchase, contact the Office of Mobile/Manufactured Home Relocation
25 Assistance within the Department of Commerce.

26 RELOCATION ASSISTANCE RESOURCES:

27 For information about the availability of relocation assistance,
28 contact the Office of Mobile/Manufactured Home Relocation Assistance
29 within the Department of Commerce."

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

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

35 (b) Notice to the director must include: (i) A good faith
36 estimate of the timetable for removal of the mobile homes; (ii) the
37 reason for closure; and (iii) a list of the names and mailing
38 addresses of the current registered park tenants. Notice required

1 under this subsection must be sent to the director within ten
2 business days of the date notice was given to all tenants as required
3 by RCW 59.20.080; and

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

6 ~~((+2))~~ (4) The department must mail every tenant an application
7 and information on relocation assistance within ten business days of
8 receipt of the notice required in subsection (1) of this section.

9 **Sec. 5.** RCW 59.20.073 and 2012 c 213 s 3 are each amended to
10 read as follows:

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

14 (2) A tenant who sells a mobile home, manufactured home, or park
15 model within a park must provide the buyer with a copy of any closure
16 notice provided by a landlord, as required under RCW 59.20.080, at
17 least seven days in advance of the intended sale and transfer.

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

28 ~~((+3))~~ (4) The landlord shall notify the selling tenant, in
29 writing, of a refusal to permit transfer of the rental agreement at
30 least seven days in advance of such intended transfer.

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

1 (~~(5)~~) (6) The landlord shall approve or disapprove of the
2 assignment of a rental agreement on the same basis that the landlord
3 approves or disapproves of any new tenant, and any disapproval shall
4 be in writing. Consent to an assignment shall not be unreasonably
5 withheld.

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

13 NEW SECTION. **Sec. 6.** This act is necessary for the immediate
14 preservation of the public peace, health, or safety, or support of
15 the state government and its existing public institutions, and takes
16 effect immediately.

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