

SHB 1514 - H AMD 45

By Representative Robinson

ADOPTED 02/27/2017

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

30 (4) Given the effort and expense involved in moving a
31 manufactured/mobile home and the imbalance of economic power in this
32 type of landlord-tenant relationship, it is the intent of the

1 legislature to provide an opportunity for manufactured/mobile home
2 tenants to remain in manufactured housing communities and mobile home
3 parks for at least eighteen months.

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

6 (1) Any manufactured/mobile home space tenancy regardless of the
7 term, shall be based upon a written rental agreement, signed by the
8 parties, which 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
12 a 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
17 if such person does not reside in the state there shall also be
18 designated by name and address a person who resides in the county
19 where the mobile home park is located who is authorized to act as
20 agent for the purposes of service of notices and process. If no
21 designation is made of a person to act as agent, then the person to
22 whom rental payments are to be made shall be considered the agent;

23 (e) The name and address of any party who has a secured interest
24 in 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
32 subject of the lease from continuing to be used for its intended use
33 for a period of three years after the beginning of the term of the
34 rental 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 manufactured housing community, or that the landlord may
39 close the park at any time after the required eighteen-month closure

1 notice as provided in RCW 59.20.080." The covenant or statement
2 required by this subsection must: (A) Appear in print that is in bold
3 face and is larger than the other text of the rental agreement; (B)
4 be set off by means of a box, blank space, or comparable visual
5 device; and (C) be located directly above the tenant's signature on
6 the rental agreement(~~(-)~~);

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

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

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

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

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

24 ~~((+l))~~ (m) A statement of the current zoning of the land on
25 which the mobile home park or manufactured housing community is
26 located; and

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

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

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

37 (b) Which authorizes the towing or impounding of a vehicle except
38 upon notice to the owner thereof or the tenant whose guest is the
39 owner 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
6 share of any increase in the mobile home park's or manufactured
7 housing community's real property taxes or utility assessments or
8 charges, over the base taxes or utility assessments or charges of the
9 year in which the rental agreement took effect, if the clause also
10 provides for a pro rata reduction in rent or other charges in the
11 event of a reduction in real property taxes or utility assessments or
12 charges, below the base year: PROVIDED FURTHER, That a rental
13 agreement for a term exceeding one year may provide for annual
14 increases in rent in specified amounts or by a formula specified in
15 such agreement;

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

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

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

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

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

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

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

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

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

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

23 (c) Conviction of the tenant of a crime, commission of which
24 threatens the health, safety, or welfare of the other mobile home
25 park or manufactured housing community tenants. The tenant shall be
26 given written notice of a fifteen day period in which to vacate;

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

33 (e) Change of land use of the mobile home park or manufactured
34 housing community including, but not limited to, conversion to a use
35 other than for mobile homes, manufactured homes, or park models or
36 conversion of the mobile home park or manufactured housing community
37 to a mobile home park cooperative or mobile home park subdivision.
38 The landlord shall give the tenants (~~twelve~~) eighteen months'
39 notice, which may be referred to as a closure notice meeting the
40 requirements of RCW 59.21.030, in advance of the effective date of

1 such change. The eighteen-month closure notice requirement does not
2 apply if:

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

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

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

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

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

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

37 (i) Failure of the tenant to comply with obligations imposed upon
38 tenants by applicable provisions of municipal, county, and state
39 codes, statutes, ordinances, and regulations, including this chapter.
40 The landlord shall give the tenant written notice to comply

1 immediately. The notice must state that failure to comply will result
2 in termination of the tenancy and that the tenant shall vacate the
3 premises within fifteen days;

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

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

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

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

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

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

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

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

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

14 "CLOSURE NOTICE TO TENANTS

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

23 PARK OR COMMUNITY MANAGEMENT OR OWNERSHIP INFORMATION:

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

- 27 Name:
- 28 Address:
- 29 Telephone:

30 PURCHASER INFORMATION, if applicable:

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

- 33 Name:
- 34 Address:
- 35 Telephone:

36 PARK PURCHASE BY TENANT ORGANIZATIONS, if applicable:

1 The owner of this mobile home park or manufactured housing
2 community is willing to entertain an offer of purchase by an
3 organization or group consisting of park or community tenants or a
4 not-for-profit agency designated by the tenants. Tenants should
5 contact the park owner or park management with such an offer. For
6 assistance in forming an organization to purchase the park or
7 community and for possible financial resources to assist with such a
8 purchase, contact the Office of Mobile/Manufactured Home Relocation
9 Assistance within the Department of Commerce.

10 RELOCATION ASSISTANCE RESOURCES:

11 For information about the availability of relocation assistance,
12 contact the Office of Mobile/Manufactured Home Relocation Assistance
13 within the Department of Commerce."

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

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

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

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

28 (~~(+2)~~) (4) The department must mail every tenant an application
29 and information on relocation assistance within ten business days of
30 receipt of the notice required in subsection (1) of this section.

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

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

36 (2) A tenant who sells a mobile home, manufactured home, or park
37 model within a park must provide the buyer with a copy of any closure

1 notice provided by a landlord, as required under RCW 59.20.080, at
2 least seven days in advance of the intended sale and transfer.

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

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

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

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

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

37 NEW SECTION. **Sec. 6.** This act is necessary for the immediate
38 preservation of the public peace, health, or safety, or support of

1 the state government and its existing public institutions, and takes
2 effect immediately."

3 Correct the title.

EFFECT: Makes all of the references to the length of the required closure notice consistent at 18 months, correcting a drafting error that changed some but not all of the references from 3 years to 18 months. Reinstates current law that requires the landlord to provide a 3-year covenant to continue the current use or include a statement that the mobile home park or manufactured housing community may be closed after the required closure notice period has passed. (The underlying bill had stricken the covenant alternative in light of the fact that the required closure notice and the covenant were both set at the same 3 years.)

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