
HOUSE BILL 1582

State of Washington

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By Representatives Gregerson, Kloba, Peterson, Valdez, Pollet, Wylie, Appleton, Bergquist, Doglio, Reeves, Tharinger, Kirby, Jenkins, and Macri

Read first time 01/24/19. Referred to Committee on Civil Rights & Judiciary.

1 AN ACT Relating to manufactured/mobile home tenant protections;
2 and amending RCW 59.20.030, 59.20.045, 59.20.050, 59.20.060,
3 59.20.070, 59.20.073, 59.20.080, 59.20.090, 59.20.150, and 59.20.210;
4 and adding a new section to chapter 59.20 RCW.

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

6 **Sec. 1.** RCW 59.20.030 and 2008 c 116 s 2 are each amended to
7 read as follows:

8 For purposes of this chapter:

9 (1) "Abandoned" as it relates to a mobile home, manufactured
10 home, or park model owned by a tenant in a mobile home park, mobile
11 home park cooperative, or mobile home park subdivision or tenancy in
12 a mobile home lot means the tenant has defaulted in rent and by
13 absence and by words or actions reasonably indicates the intention
14 not to continue tenancy;

15 (2) "Consumer price index" has the same meaning as in RCW
16 7.68.020;

17 (3) "Eligible organization" includes local governments, local
18 housing authorities, nonprofit community or neighborhood-based
19 organizations, federally recognized Indian tribes in the state of
20 Washington, and regional or statewide nonprofit housing assistance
21 organizations;

1 ~~((3))~~ (4) "Housing and low-income assistance organization"
2 means an organization that provides tenants living in mobile home
3 parks, manufactured housing communities, and manufactured/mobile home
4 communities with information about their rights and other pertinent
5 information.

6 (5) "Housing authority" or "authority" means any of the public
7 body corporate and politic created in RCW 35.82.030;

8 ~~((4))~~ (6) "Landlord" means the owner of a mobile home park and
9 includes the agents of a landlord;

10 ~~((5))~~ (7) "Local government" means a town government, city
11 government, code city government, or county government in the state
12 of Washington;

13 ~~((6))~~ (8) "Manufactured home" means a single-family dwelling
14 built according to the United States department of housing and urban
15 development manufactured home construction and safety standards act,
16 which is a national preemptive building code. A manufactured home
17 also: (a) Includes plumbing, heating, air conditioning, and
18 electrical systems; (b) is built on a permanent chassis; and (c) can
19 be transported in one or more sections with each section at least
20 eight feet wide and forty feet long when transported, or when
21 installed on the site is three hundred twenty square feet or greater;

22 ~~((7))~~ (9) "Manufactured/mobile home" means either a
23 manufactured home or a mobile home;

24 ~~((8))~~ (10) "Mobile home" means a factory-built dwelling built
25 prior to June 15, 1976, to standards other than the United States
26 department of housing and urban development code, and acceptable
27 under applicable state codes in effect at the time of construction or
28 introduction of the home into the state. Mobile homes have not been
29 built since the introduction of the United States department of
30 housing and urban development manufactured home construction and
31 safety act;

32 ~~((9))~~ (11) "Mobile home lot" means a portion of a mobile home
33 park or manufactured housing community designated as the location of
34 one mobile home, manufactured home, or park model and its accessory
35 buildings, and intended for the exclusive use as a primary residence
36 by the occupants of that mobile home, manufactured home, or park
37 model;

38 ~~((10))~~ (12) "Mobile home park," "manufactured housing
39 community," or "manufactured/mobile home community" means any real
40 property which is rented or held out for rent to others for the

1 placement of two or more mobile homes, manufactured homes, or park
2 models for the primary purpose of production of income, except where
3 such real property is rented or held out for rent for seasonal
4 recreational purpose only and is not intended for year-round
5 occupancy. For purposes of determining whether real property
6 constitutes a "mobile home park," any recreational vehicle used as a
7 primary residence and located within that real property for one
8 hundred twenty days or more within a one hundred eighty-day period
9 shall be considered a park model;

10 ~~((11))~~ (13) "Mobile home park cooperative" or "manufactured
11 housing cooperative" means real property consisting of common areas
12 and two or more lots held out for placement of mobile homes,
13 manufactured homes, or park models in which both the individual lots
14 and the common areas are owned by an association of shareholders
15 which leases or otherwise extends the right to occupy individual lots
16 to its own members;

17 ~~((12))~~ (14) "Mobile home park subdivision" or "manufactured
18 housing subdivision" means real property, whether it is called a
19 subdivision, condominium, or planned unit development, consisting of
20 common areas and two or more lots held for placement of mobile homes,
21 manufactured homes, or park models in which there is private
22 ownership of the individual lots and common, undivided ownership of
23 the common areas by owners of the individual lots;

24 ~~((13))~~ (15) "Notice of sale" means a notice required under RCW
25 59.20.300 to be delivered to all tenants of a manufactured/mobile
26 home community and other specified parties within fourteen days after
27 the date on which any advertisement, multiple listing, or public
28 notice advertises that a manufactured/mobile home community is for
29 sale;

30 ~~((14))~~ (16) "Park model" means a recreational vehicle intended
31 for permanent or semi-permanent installation and is used as a primary
32 residence. Any recreational vehicle used as a primary residence and
33 located within a mobile home park for one hundred twenty days or more
34 within a one hundred eighty-day period shall be considered a park
35 model;

36 ~~((15))~~ (17) "Qualified sale of manufactured/mobile home
37 community" means the sale, as defined in RCW 82.45.010, of land and
38 improvements comprising a manufactured/mobile home community that is
39 transferred in a single purchase to a qualified tenant organization

1 or to an eligible organization for the purpose of preserving the
2 property as a manufactured/mobile home community;

3 ~~((16))~~ (18) "Qualified tenant organization" means a formal
4 organization of tenants within a manufactured/mobile home community,
5 with the only requirement for membership consisting of being a
6 tenant;

7 ~~((17))~~ (19) "Recreational vehicle" means a travel trailer,
8 motor home, truck camper, or camping trailer that is primarily
9 designed and used as temporary living quarters, is either self-
10 propelled or mounted on or drawn by another vehicle, is transient, is
11 not occupied as a primary residence, and is not immobilized or
12 permanently affixed to a mobile home lot;

13 ~~((18))~~ (20) "Tenant" means any person, except a transient, who
14 rents a mobile home lot;

15 ~~((19))~~ (21) "Transient" means a person who rents a mobile home
16 lot for a period of less than one month for purposes other than as a
17 primary residence;

18 ~~((20))~~ (22) "Occupant" means any person, including a live-in
19 care provider, other than a tenant, who occupies a mobile home,
20 manufactured home, or park model and mobile home lot.

21 **Sec. 2.** RCW 59.20.045 and 1993 c 66 s 18 are each amended to
22 read as follows:

23 Rules are enforceable against a tenant only if:

24 (1) Their purpose is to promote the convenience, health, safety,
25 or welfare of the residents, protect and preserve the premises from
26 abusive use, or make a fair distribution of services and facilities
27 made available for the tenants generally;

28 (2) They are reasonably related to the purpose for which they are
29 adopted;

30 (3) They apply to all tenants in a fair manner;

31 (4) They are not for the purpose of evading an obligation of the
32 landlord; ~~(and)~~

33 (5) They are not retaliatory or discriminatory in nature; and

34 (6) With respect to any new or amended rules not contained within
35 the rental agreement:

36 (a) They only go into effect at the end of the term of the rental
37 agreement; and

38 (b) (i) The tenant has agreed, in writing, to the new or amended
39 rule; or

1 (ii)(A) The tenant was provided at least ninety days' written
2 notice of the new or amended rule; and

3 (B) The attorney general has approved the new or amended rule.

4 **Sec. 3.** RCW 59.20.050 and 1999 c 359 s 4 are each amended to
5 read as follows:

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

28 (2) The requirements of subsection (1) of this section shall not
29 apply if:

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

32 (b) An employer-employee relationship exists between a landlord
33 and tenant;

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

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

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

4 (a) The terms for the payment of rent, including time and place,
5 and any additional charges to be paid by the tenant. Additional
6 charges that occur less frequently than monthly shall be itemized in
7 a billing to the tenant. Accurate historical information regarding
8 the past five years' rental amount charged for the lot or space must
9 also be included, together with the projected rent for that lot or
10 space for the next five years;

11 (b) Reasonable rules for guest parking which shall be clearly
12 stated;

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

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

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

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

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

33 (ii) A rental agreement may, in the alternative, contain a
34 statement that: "The park may be sold or otherwise transferred at any
35 time with the result that subsequent owners may close the mobile home
36 park, or that the landlord may close the park at any time after the
37 required notice." The covenant or statement required by this
38 subsection must: (A) Appear in print that is in bold face and is
39 larger than the other text of the rental agreement; (B) be set off by
40 means of a box, blank space, or comparable visual device; and (C) be

1 located directly above the tenant's signature on the rental
2 agreement.

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

8 (i) A listing of the utilities, services, and facilities which
9 will be available to the tenant during the tenancy and the nature of
10 the fees, if any, to be charged together with a statement that, in
11 the event any utilities, services, or facilities are changed to be
12 charged independent of the rent, discontinued or eliminated during
13 the term of the rental agreement, the landlord agrees to decrease the
14 amount of rent charged proportionately;

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

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

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

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

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

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

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

37 (c) Which allows the landlord to alter the due date for rent
38 payment or increase the rent: (i) During the term of the rental
39 agreement if the term is less than (~~one~~) two years, or (ii) more
40 frequently than (~~annually~~) biennially if the term is for (~~one~~)

1 two years or more: PROVIDED, That a rental agreement may include an
2 escalation clause for a pro rata share of any increase in the mobile
3 home park's real property taxes or utility assessments or charges,
4 over the base taxes or utility assessments or charges of the year in
5 which the rental agreement took effect, if the clause also provides
6 for a pro rata reduction in rent or other charges in the event of a
7 reduction in real property taxes or utility assessments or charges,
8 below the base year: PROVIDED FURTHER, That a rental agreement for a
9 term exceeding (~~one~~) two years may provide for (~~annual~~) biennial
10 increases in rent in specified amounts or by a formula specified in
11 such agreement;

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

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

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

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

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

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

34 **Sec. 5.** RCW 59.20.070 and 2012 c 213 s 2 are each amended to
35 read as follows:

36 A landlord shall not:

37 (1) Deny any tenant the right to sell such tenant's mobile home,
38 manufactured home, or park model within a park, or prohibit, in any
39 manner, any tenant from posting on the tenant's manufactured/mobile

1 home or park model, or on the rented mobile home lot, a commercially
2 reasonable "for sale" sign or any similar sign designed to advertise
3 the sale of the manufactured/mobile home or park model. In addition,
4 a landlord shall not require the removal of the mobile home,
5 manufactured home, or park model from the park because of the sale
6 thereof. Requirements for the transfer of the rental agreement are in
7 RCW 59.20.073. Nothing in this subsection prohibits a landlord from
8 enforcing reasonable rules or restrictions regarding the placement of
9 "for sale" signs on the tenant's manufactured/mobile home or park
10 model, or on the rented mobile home lot, if (a) the main purpose of
11 the rules or restrictions is to protect the safety of park tenants or
12 residents and (b) the rules or restrictions comply with RCW
13 59.20.045. The landlord may restrict the number of "for sale" signs
14 on the lot to two and may restrict the size of the signs to conform
15 to those in common use by home sale businesses;

16 (2) Restrict the tenant's freedom of choice in purchasing goods
17 or services but may reserve the right to approve or disapprove any
18 exterior structural improvements on a mobile home space: PROVIDED,
19 That door-to-door solicitation in the mobile home park may be
20 restricted in the rental agreement. Door-to-door solicitation does
21 not include public officials, housing and low-income assistance
22 organizations, or candidates for public office meeting or
23 distributing information to tenants in accordance with subsection (3)
24 or (4) of this section;

25 (3) Prohibit the distribution of information or meetings by
26 tenants of the mobile home park to discuss mobile home living and
27 affairs, including political caucuses or forums for or speeches of
28 public officials or candidates for public office, meetings with
29 housing and low-income assistance organizations, or meetings of
30 organizations that represent the interest of tenants in the park,
31 held in a tenant's home or any of the park community or recreation
32 halls if these halls are open for the use of the tenants, conducted
33 at reasonable times and in an orderly manner on the premises, nor
34 penalize any tenant for participation in such activities;

35 (4) Prohibit a public official, housing and low-income assistance
36 organization, or candidate for public office from meeting with or
37 distributing information to tenants in their individual mobile homes,
38 manufactured homes, or park models, nor penalize any tenant for
39 participating in these meetings or receiving this information;

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

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

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

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

13 (d) Participation or membership in any homeowners association or
14 group;

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

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

23 (8) Prevent the entry or require the removal of a mobile home,
24 manufactured home, or park model for the sole reason that the mobile
25 home has reached a certain age. Nothing in this subsection shall
26 limit a (~~landlords'~~) landlord's right to exclude or expel a mobile
27 home, manufactured home, or park model for any other reason,
28 including but not limited to, failure to comply with fire, safety,
29 and other provisions of local ordinances and state laws relating to
30 mobile homes, manufactured homes, and park models, as long as the
31 action conforms to this chapter or any other relevant statutory
32 provision.

33 **Sec. 6.** RCW 59.20.073 and 2012 c 213 s 3 are each amended to
34 read as follows:

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

38 (2) A tenant who sells a mobile home, manufactured home, or park
39 model within a park shall notify the landlord in writing of the date

1 of the intended sale and transfer of the rental agreement at least
2 fifteen days in advance of such intended transfer and shall notify
3 the buyer in writing of the provisions of this section. The tenant
4 shall verify in writing to the landlord payment of all taxes, rent,
5 and reasonable expenses due on the mobile home, manufactured home, or
6 park model and mobile home lot. The tenant shall notify the buyer of
7 all taxes, rent, and reasonable expenses due on the manufactured/
8 mobile home or park model and the mobile home lot.

9 ~~(3) (The landlord shall notify the selling tenant, in writing,~~
10 ~~of a refusal to permit transfer of the rental agreement at least~~
11 ~~seven days in advance of such intended transfer.)~~ At least seven
12 days in advance of such intended transfer, the landlord shall:

13 (a) Notify the selling tenant, in writing, of a refusal to permit
14 transfer of the rental agreement; or

15 (b) If the landlord approves of the transfer, provide the buyer
16 with copies of the written rental agreement, the rules and
17 regulations, and all other documents related to the tenancy. A
18 landlord may not accept payment for rent or deposit from the buyer
19 until the landlord has provided the buyer with these copies.

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

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

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

1 **Sec. 7.** RCW 59.20.080 and 2012 c 213 s 4 are each amended to
2 read as follows:

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

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

23 (b) Nonpayment of rent or other charges specified in the rental
24 agreement, upon (~~(five)~~) twenty-one days written notice to pay rent
25 and/or other charges or to vacate;

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

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

36 (e) Change of land use of the mobile home park including, but not
37 limited to, conversion to a use other than for mobile homes,
38 manufactured homes, or park models or conversion of the mobile home
39 park to a mobile home park cooperative or mobile home park

1 subdivision. The landlord shall give the tenants (~~(twelve months)~~)
2 five years' notice in advance of the effective date of such change;

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

18 (g) The tenant's application for tenancy contained a material
19 misstatement that induced the park owner to approve the tenant as a
20 resident of the park, and the park owner discovers and acts upon the
21 misstatement within one year of the time the resident began paying
22 rent;

23 (h) If the landlord serves a tenant three (~~(fifteen-day)~~) thirty-
24 day notices, each of which was valid under (a) of this subsection at
25 the time of service, within a twelve-month period to comply or vacate
26 for failure to comply with the material terms of the rental agreement
27 or an enforceable park rule, other than failure to pay rent by the
28 due date. The applicable twelve-month period shall commence on the
29 date of the first violation;

30 (i) Failure of the tenant to comply with obligations imposed upon
31 tenants by applicable provisions of municipal, county, and state
32 codes, statutes, ordinances, and regulations, including this chapter.
33 The landlord shall give the tenant written notice to comply
34 immediately. The notice must state that failure to comply will result
35 in termination of the tenancy and that the tenant shall vacate the
36 premises within fifteen days;

37 (j) The tenant engages in disorderly or substantially annoying
38 conduct upon the park premises that results in the destruction of the
39 rights of others to the peaceful enjoyment and use of the premises.
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 (k) The tenant creates a nuisance that materially affects the
5 health, safety, and welfare of other park residents. The landlord
6 shall give the tenant written notice to cease the conduct that
7 constitutes a nuisance immediately. The notice must describe the
8 nuisance and state (i) what the tenant must do to cease the nuisance
9 and (ii) that failure to cease the conduct will result in termination
10 of the tenancy and that the tenant shall vacate the premises in five
11 days;

12 (l) Any other substantial just cause that materially affects the
13 health, safety, and welfare of other park residents. The landlord
14 shall give the tenant written notice to comply immediately. The
15 notice must describe the harm caused by the tenant, describe what the
16 tenant must do to comply and to discontinue the harm, and state that
17 failure to comply will result in termination of the tenancy and that
18 the tenant shall vacate the premises within fifteen days; or

19 (m) Failure to pay rent by the due date provided for in the
20 rental agreement three or more times in a twelve-month period,
21 commencing with the date of the first violation, after service of a
22 (~~five-day~~) twenty-one day notice to comply or vacate.

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

34 (3) A tenant evicted from a mobile home park under this section
35 shall be allowed one hundred twenty days within which to sell the
36 tenant's mobile home, manufactured home, or park model in place
37 within the mobile home park: PROVIDED, That the tenant remains
38 current in the payment of rent incurred after eviction, and pays any
39 past due rent, reasonable attorneys' fees and court costs at the time

1 the rental agreement is assigned. The provisions of RCW 59.20.073
2 regarding transfer of rental agreements apply.

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

8 **Sec. 8.** RCW 59.20.090 and 2010 c 8 s 19034 are each amended to
9 read as follows:

10 (1) Unless otherwise agreed rental agreements shall be for a term
11 of ~~((one))~~ two years. Any rental agreement of whatever duration shall
12 be automatically renewed for the term of the original rental
13 agreement, unless a different specified term is agreed upon.

14 (2) (a) A landlord seeking to increase the rent upon expiration of
15 the term of a rental agreement of any duration shall notify the
16 tenant in writing ~~((three))~~ six months prior to the effective date of
17 any increase in rent.

18 (b) Any rental agreement or renewal of a rental agreement shall
19 include or shall be deemed to include:

20 (i) A provision requiring a minimum of six months prior written
21 notice whenever the periodic or monthly rent is to be increased; and

22 (ii) A provision prohibiting any periodic or monthly rent
23 increase that exceeds the lesser of three percent or the consumer
24 price index increase over the periodic or monthly rental rate charged
25 the same tenant for the same housing unit and same services for any
26 period or month during the preceding two-year period.

27 (3) A tenant shall notify the landlord in writing one month prior
28 to the expiration of a rental agreement of an intention not to renew.

29 (4) (a) The tenant may terminate the rental agreement upon thirty
30 days written notice whenever a change in the location of the tenant's
31 employment requires a change in his or her residence, and shall not
32 be liable for rental following such termination unless after due
33 diligence and reasonable effort the landlord is not able to rent the
34 mobile home lot at a fair rental. If the landlord is not able to rent
35 the lot, the tenant shall remain liable for the rental specified in
36 the rental agreement until the lot is rented or the original term
37 ends.

38 (b) Any tenant who is a member of the armed forces, including the
39 national guard and armed forces reserves, or that tenant's spouse or

1 dependent, may terminate a rental agreement with less than thirty
2 days notice if the tenant receives reassignment or deployment orders
3 which do not allow greater notice. The tenant shall provide notice of
4 the reassignment or deployment order to the landlord no later than
5 seven days after receipt.

6 **Sec. 9.** RCW 59.20.150 and 1999 c 359 s 14 are each amended to
7 read as follows:

8 (1) Any notice required by this chapter to be given to a tenant
9 shall be served on behalf of the landlord: (a) By delivering a copy
10 personally to the tenant; or (b) if the tenant is absent from the
11 mobile home, manufactured home, or park model by affixing a copy of
12 the notice in a conspicuous place on the mobile home, manufactured
13 home, or park model and also sending a copy through the mail
14 addressed to the tenant at the tenant's last known address.

15 (2) Any notice required by this chapter to be given to a tenant
16 shall be in a language that the particular tenant to whom it is given
17 can understand.

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

22 ~~((3))~~ (4) The landlord shall state in any notice of eviction
23 required by RCW 59.20.080(1) as now or hereafter amended the specific
24 reason for eviction in a clear and concise manner.

25 **Sec. 10.** RCW 59.20.210 and 2013 c 23 s 117 are each amended to
26 read as follows:

27 (1) If at any time during the tenancy, the landlord fails to
28 carry out any of the duties imposed by RCW 59.20.130, and notice of
29 the defect is given to the landlord pursuant to RCW 59.20.200, the
30 tenant may submit to the landlord or the landlord's designated agent
31 by certified mail or in person at least two bids to perform the
32 repairs necessary to correct the defective condition from licensed or
33 registered persons, or if no licensing or registration requirement
34 applies to the type of work to be performed, from responsible persons
35 capable of performing such repairs. Such bids may be submitted to the
36 landlord at the same time as notice is given pursuant to RCW
37 59.20.200.

1 (2) If the landlord fails to commence repair of the defective
2 condition within a reasonable time after receipt of notice from the
3 tenant, the tenant may contract with the person submitting the lowest
4 bid to make the repair, and upon the completion of the repair and an
5 opportunity for inspection by the landlord or the landlord's
6 designated agent, the tenant may deduct the cost of repair from the
7 rent in an amount not to exceed the sum expressed in dollars
8 representing one month's rental of the tenant's mobile home space in
9 any calendar year. When, however, the landlord is required to begin
10 remedying the defective condition within thirty days under RCW
11 59.20.200, the tenant cannot contract for repairs for at least
12 fifteen days following receipt of bids by the landlord. The total
13 costs of repairs deducted by the tenant in any calendar year under
14 this subsection shall not exceed the sum expressed in dollars
15 representing one month's rental of the tenant's mobile home space.

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

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

21 (a) Create a relationship of employer and employee between
22 landlord and tenant; or

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

24 (c) Constitute the tenant as an agent of the landlord for the
25 purposes of mechanics' and material suppliers' liens under chapter
26 60.04 RCW.

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

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

37 NEW SECTION. **Sec. 11.** A new section is added to chapter 59.20
38 RCW to read as follows:

1 (1) A court may order an unlawful detainer action to be of
2 limited dissemination for one or more persons if: (a) The court finds
3 that the plaintiff's case was sufficiently without basis in fact or
4 law; (b) the tenancy was reinstated by the court; or (c) other good
5 cause exists for limiting dissemination of the unlawful detainer
6 action.

7 (2) An order to limit dissemination of an unlawful detainer
8 action must be in writing.

9 (3) When an order for limited dissemination of an unlawful
10 detainer action has been entered with respect to a person, a tenant
11 screening service provider must not: (a) Disclose the existence of
12 that unlawful detainer action in a tenant screening report pertaining
13 to the person for whom dissemination has been limited, or (b) use the
14 unlawful detainer action as a factor in determining any score or
15 recommendation to be included in a tenant screening report pertaining
16 to the person for whom dissemination has been limited.

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