
SUBSTITUTE HOUSE BILL 1129

State of Washington

68th Legislature

2023 Regular Session

By House Housing (originally sponsored by Representatives Gregerson, Duerr, Reed, Peterson, Bateman, Ramel, Leavitt, Doglio, Macri, Simmons, Reeves, Chopp, Lekanoff, Wylie, Santos, Ormsby, Kloba, and Tharinger)

READ FIRST TIME 02/16/23.

1 AN ACT Relating to the sale or lease of manufactured/mobile home
2 communities and the property on which they sit; amending RCW
3 59.20.060, 59.20.073, 59.20.080, 59.21.030, 59.20.300, and 59.20.305;
4 reenacting and amending RCW 59.20.030; adding new sections to chapter
5 59.20 RCW; creating a new section; and prescribing penalties.

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

7 NEW SECTION. **Sec. 1.** (1) The legislature finds that:

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

16 (b) Many tenants who reside in these parks and communities are
17 senior citizens or low-income households and are, therefore, the
18 residents most in need of reasonable security or permanency in the
19 siting of their home because of the adverse impacts on the health,
20 safety, and welfare of tenants forced to move due to closure or

1 conversion to another use of the manufactured housing community or
2 mobile home park.

3 (2) It is the intent of the legislature to encourage and
4 facilitate the preservation of existing manufactured/mobile home
5 communities in the event of voluntary sales of the manufactured/
6 mobile home communities and, to the extent necessary and possible,
7 involve manufactured/mobile home community tenants or an eligible
8 organization, such as a nonprofit organization, housing authority,
9 community land trust, resident nonprofit cooperative, or local
10 government, in the preservation of manufactured/mobile home
11 communities.

12 (3) The legislature further finds that when the sale of a
13 manufactured/mobile home park to the community tenants or an eligible
14 organization is not possible, a minimum notification period of three
15 years before the closure or conversion of a community or park is a
16 reasonable balancing of the rights and interests of both community
17 and park owners and the manufactured/mobile home owners, unless the
18 owners justly compensate the homeowners for the loss of their homes.

19 **Sec. 2.** RCW 59.20.030 and 2019 c 342 s 1 and 2019 c 23 s 4 are
20 each reenacted and amended to read as follows:

21 For purposes of this chapter:

22 (1) "Abandoned" as it relates to a mobile home, manufactured
23 home, or park model owned by a tenant in a mobile home park, mobile
24 home park cooperative, or mobile home park subdivision or tenancy in
25 a mobile home lot means the tenant has defaulted in rent and by
26 absence and by words or actions reasonably indicates the intention
27 not to continue tenancy;

28 (2) "Active duty" means service authorized by the president of
29 the United States, the secretary of defense, or the governor for a
30 period of more than thirty consecutive days;

31 (3) "Eligible organization" includes community land trusts,
32 resident nonprofit cooperatives, local governments, local housing
33 authorities, nonprofit community or neighborhood-based organizations,
34 federally recognized Indian tribes in the state of Washington, and
35 regional or statewide nonprofit housing assistance organizations;

36 (4) "Housing and low-income assistance organization" means an
37 organization that provides tenants living in mobile home parks,
38 manufactured housing communities, and manufactured/mobile home

1 communities with information about their rights and other pertinent
2 information;

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

5 (6) "Landlord" or "owner" means the owner of a mobile home park
6 and includes the agents of (~~a landlord~~) an owner;

7 (7) "Local government" means a town government, city government,
8 code city government, or county government in the state of
9 Washington;

10 (8) "Manufactured home" means a single-family dwelling built
11 according to the United States department of housing and urban
12 development manufactured home construction and safety standards act,
13 which is a national preemptive building code. A manufactured home
14 also: (a) Includes plumbing, heating, air conditioning, and
15 electrical systems; (b) is built on a permanent chassis; and (c) can
16 be transported in one or more sections with each section at least
17 eight feet wide and (~~forty~~) 40 feet long when transported, or when
18 installed on the site is three hundred twenty square feet or greater;

19 (9) "Manufactured/mobile home" means either a manufactured home
20 or a mobile home;

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

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

35 (12) "Mobile home park cooperative" or "manufactured housing
36 cooperative" means real property consisting of common areas and two
37 or more lots held out for placement of mobile homes, manufactured
38 homes, or park models in which both the individual lots and the
39 common areas are owned by an association of shareholders which leases

1 or otherwise extends the right to occupy individual lots to its own
2 members;

3 (13) "Mobile home park subdivision" or "manufactured housing
4 subdivision" means real property, whether it is called a subdivision,
5 condominium, or planned unit development, consisting of common areas
6 and two or more lots held for placement of mobile homes, manufactured
7 homes, or park models in which there is private ownership of the
8 individual lots and common, undivided ownership of the common areas
9 by owners of the individual lots;

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

17 (15) "Notice of opportunity to compete to purchase" means a
18 notice required under section 9 of this act;

19 (16) "Notice of sale" means a notice required under RCW 59.20.300
20 to be delivered to all tenants of a manufactured/mobile home
21 community and other specified parties within ((fourteen)) 14 days
22 after the date on which any advertisement, ((multiple)) listing, or
23 public or private notice ((advertises)) is first made advertising
24 that a manufactured/mobile home community or the property on which it
25 sits is for sale or lease. A delivered notice of opportunity to
26 compete to purchase acts as a notice of sale;

27 ~~((16))~~ (17) "Occupant" means any person, including a live-in
28 care provider, other than a tenant, who occupies a mobile home,
29 manufactured home, or park model and mobile home lot;

30 ~~((17))~~ (18) "Orders" means written official military orders, or
31 any written notification, certification, or verification from the
32 service member's commanding officer, with respect to the service
33 member's current or future military status;

34 ~~((18))~~ (19) "Park model" means a recreational vehicle intended
35 for permanent or semi-permanent installation and is used as a primary
36 residence;

37 ~~((19))~~ (20) "Permanent change of station" means: (a) Transfer
38 to a unit located at another port or duty station; (b) change of a
39 unit's home port or permanent duty station; (c) call to active duty

1 for a period not less than (~~ninety~~) 90 days; (d) separation; or (e)
2 retirement;

3 (~~(20)~~) (21) "Qualified sale of manufactured/mobile home
4 community" means the sale, as defined in RCW 82.45.010, of land and
5 improvements comprising a manufactured/mobile home community that is
6 transferred in a single purchase to a qualified tenant organization
7 or to an eligible organization for the purpose of preserving the
8 property as a manufactured/mobile home community;

9 (~~(21)~~) (22) "Qualified tenant organization" means a formal
10 organization of tenants within a manufactured/mobile home community,
11 with the only requirement for membership consisting of being a
12 tenant;

13 (~~(22)~~) (23) "Recreational vehicle" means a travel trailer,
14 motor home, truck camper, or camping trailer that is primarily
15 designed and used as temporary living quarters, is either self-
16 propelled or mounted on or drawn by another vehicle, is transient, is
17 not occupied as a primary residence, and is not immobilized or
18 permanently affixed to a mobile home lot;

19 (~~(23)~~) (24) "Resident nonprofit cooperative" means a nonprofit
20 cooperative corporation formed by a group of manufactured/mobile home
21 community residents for the purpose of acquiring the manufactured/
22 mobile home community in which they reside and converting the
23 manufactured/mobile home community to a mobile home park cooperative
24 or manufactured housing cooperative;

25 (25) "Service member" means an active member of the United States
26 armed forces, a member of a military reserve component, or a member
27 of the national guard who is either stationed in or a resident of
28 Washington state;

29 (~~(24)~~) (26) "Tenant" means any person, except a transient, who
30 rents a mobile home lot;

31 (~~(25)~~) (27) "Transient" means a person who rents a mobile home
32 lot for a period of less than one month for purposes other than as a
33 primary residence.

34 **Sec. 3.** RCW 59.20.060 and 2022 c 95 s 4 are each amended to read
35 as follows:

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

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

5 (b) Reasonable rules for guest parking which shall be clearly
6 stated;

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

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

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

17 (f) A forwarding address of the tenant or the name and address of
18 a person who would likely know the whereabouts of the tenant in the
19 event of an emergency or an abandonment of the mobile home,
20 manufactured home, or park model;

21 ~~(g) ((i) A covenant by the landlord that, except for acts or~~
22 ~~events beyond the control of the landlord, the mobile home park will~~
23 ~~not be converted to a land use that will prevent the space that is~~
24 ~~the subject of the lease from continuing to be used for its intended~~
25 ~~use for a period of three years after the beginning of the term of~~
26 ~~the rental agreement;~~

27 ~~((ii)) A ((rental agreement may, in the alternative, contain a))~~
28 statement that: "The park may be sold or otherwise transferred at any
29 time with the result that subsequent owners may close the mobile home
30 park, or that the landlord may close the park at any time after the
31 required closure notice as provided in RCW 59.20.080." The ~~((covenant~~
32 ~~or))~~ statement required by this subsection must: ~~((A))~~ (i) Appear
33 in print that is in boldface and is larger than the other text of the
34 rental agreement; ~~((B))~~ (ii) be set off by means of a box, blank
35 space, or comparable visual device; and ~~((C))~~ (iii) be located
36 directly above the tenant's signature on the rental agreement;

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

39 (i) The terms and conditions under which any deposit or portion
40 thereof may be withheld by the landlord upon termination of the

1 rental agreement if any moneys are paid to the landlord by the tenant
2 as a deposit or as security for performance of the tenant's
3 obligations in a rental agreement;

4 (j) A listing of the utilities, services, and facilities which
5 will be available to the tenant during the tenancy and the nature of
6 the fees, if any, to be charged together with a statement that, in
7 the event any utilities are changed to be charged independent of the
8 rent during the term of the rental agreement, the landlord agrees to
9 decrease the amount of the rent charged proportionately;

10 (k) A written description, picture, plan, or map of the
11 boundaries of a mobile home space sufficient to inform the tenant of
12 the exact location of the tenant's space in relation to other
13 tenants' spaces;

14 (l) A written description, picture, plan, or map of the location
15 of the tenant's responsibility for utility hook-ups, consistent with
16 RCW 59.20.130(6);

17 (m) A statement of the current zoning of the land on which the
18 mobile home park is located;

19 (n) A statement of the expiration date of any conditional use,
20 temporary use, or other land use permit subject to a fixed expiration
21 date that is necessary for the continued use of the land as a mobile
22 home park; and

23 (o) A written statement containing accurate historical
24 information regarding the past five years' rental amount charged for
25 the lot or space.

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

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

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

35 (c) Which allows the landlord to alter the due date for rent
36 payment or increase the rent: (i) During the term of the rental
37 agreement if the term is less than two years, or (ii) more frequently
38 than annually if the initial term is for two years or more: PROVIDED,
39 That a rental agreement may include an escalation clause for a pro
40 rata share of any increase in the mobile home park's real property

1 taxes or utility assessments or charges, over the base taxes or
2 utility assessments or charges of the year in which the rental
3 agreement took effect, if the clause also provides for a pro rata
4 reduction in rent or other charges in the event of a reduction in
5 real property taxes or utility assessments or charges, below the base
6 year: PROVIDED FURTHER, That a rental agreement for a term exceeding
7 two years may provide for annual increases in rent in specified
8 amounts or by a formula specified in such agreement. Any rent
9 increase authorized under this subsection (2)(c) that occurs within
10 the closure notice period pursuant to RCW 59.20.080(1)(e) may not be
11 more than one percentage point above the United States consumer price
12 index for all urban consumers, housing component, published by the
13 United States bureau of labor statistics in the periodical "Monthly
14 Labor Review and Handbook of Labor Statistics" as established
15 annually by the department of commerce;

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~~) 15 days in any 60-
24 day 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;

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; or

36 (i) By which the tenant agrees to make rent payments through
37 electronic means only.

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

1 **Sec. 4.** RCW 59.20.073 and 2019 c 342 s 5 are each amended to
2 read as follows:

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

6 (2) A tenant who sells a mobile home, manufactured home, or park
7 model within a park must provide the buyer with a copy of a closure
8 notice provided by the landlord pursuant to RCW 59.20.080, if such
9 notice is in effect, at least 15 days in advance of the intended sale
10 and transfer.

11 (3) A tenant who sells a mobile home, manufactured home, or park
12 model within a park shall notify the landlord in writing of the date
13 of the intended sale and transfer of the rental agreement at least
14 (~~fifteen~~) 15 days in advance of such intended transfer and shall
15 notify the buyer in writing of the provisions of this section. The
16 tenant shall verify in writing to the landlord payment of all taxes,
17 rent, and reasonable expenses due on the mobile home, manufactured
18 home, or park model and mobile home lot. The tenant shall notify the
19 buyer of all taxes, rent, and reasonable expenses due on the
20 manufactured/mobile home or park model and the mobile home lot.

21 (~~(3)~~) (4) At least seven days in advance of such intended
22 transfer, the landlord shall:

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

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

30 (~~(4)~~) (5) The landlord may require the mobile home,
31 manufactured home, or park model to meet applicable fire and safety
32 standards if a state or local agency responsible for the enforcement
33 of fire and safety standards has issued a notice of violation of
34 those standards to the tenant and those violations remain
35 uncorrected. Upon correction of the violation to the satisfaction of
36 the state or local agency responsible for the enforcement of that
37 notice of violation, the landlord's refusal to permit the transfer is
38 deemed withdrawn.

39 (~~(5)~~) (6) The landlord shall approve or disapprove of the
40 assignment of a rental agreement on the same basis that the landlord

1 approves or disapproves of any new tenant, and any disapproval shall
2 be in writing. Consent to an assignment shall not be unreasonably
3 withheld.

4 ~~((+6))~~ (7) Failure to notify the landlord in writing, as
5 required under subsection ~~((+2))~~ (3) of this section; or failure of
6 the new tenant to make a good faith attempt to arrange an interview
7 with the landlord to discuss assignment of the rental agreement; or
8 failure of the current or new tenant to obtain written approval of
9 the landlord for assignment of the rental agreement, shall be grounds
10 for disapproval of such transfer.

11 **Sec. 5.** RCW 59.20.080 and 2019 c 342 s 6 are each amended to
12 read as follows:

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

16 (a) In accordance with RCW 59.20.045(6), substantial violation,
17 or repeated or periodic violations, of an enforceable rule of the
18 mobile home park as established by the landlord at the inception of
19 or during the tenancy or for violation of the tenant's duties as
20 provided in RCW 59.20.140. The tenant shall be given written notice
21 to cease the rule violation immediately. The notice shall state that
22 failure to cease the violation of the rule or any subsequent
23 violation of that or any other rule shall result in termination of
24 the tenancy, and that the tenant shall vacate the premises within
25 twenty days: PROVIDED, That for a periodic violation the notice shall
26 also specify that repetition of the same violation shall result in
27 termination: PROVIDED FURTHER, That in the case of a violation of a
28 "material change" in park rules with respect to pets, tenants with
29 minor children living with them, or recreational facilities, the
30 tenant shall be given written notice under this chapter of a six
31 month period in which to comply or vacate;

32 (b) Nonpayment of rent or other charges specified in the rental
33 agreement, upon ~~((fourteen))~~ 14 days written notice to pay rent
34 and/or other charges or to vacate;

35 (c) Conviction of the tenant of a crime, commission of which
36 threatens the health, safety, or welfare of the other mobile home
37 park tenants. The tenant shall be given written notice of a
38 ~~((fifteen))~~ 15-day period in which to vacate;

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

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

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

18 (ii) The mobile home park or manufactured housing community is
19 sold or transferred to a county in order to reduce conflicting
20 residential uses near a military installation;

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

26 ~~(iii))~~ (iv) The landlord (~~compensates~~) provides relocation
27 assistance of at least \$17,000 for a multisection home or of at least
28 \$11,000 for a single section home, establishes a simple,
29 straightforward, and timely process for compensating the tenants for
30 the loss of their homes and actually compensates the tenants for the
31 loss of their homes, at the greater of their (~~assessed~~) market
32 value, as determined (~~by the county assessor as of the date the~~
33 ~~closure notice is issued~~) prior to a change of use or sale of the
34 property, or \$5,000, at any point during the closure notice period
35 and prior to a change of use or sale of the property. At such time as
36 the compensation is paid, the tenant shall be given written notice of
37 at least (~~ninety days~~) 12 months in which to vacate, and the tenant
38 shall continue to pay rent for as much time as he or she remains in
39 the mobile home park or manufactured housing community. Nothing in
40 this subsection (1)(e)(iv) prevents a tenant from relocating his or

1 her home out of the mobile home park or manufactured housing
2 community pursuant to chapter 59.21 RCW. In the event that a home
3 remains in the mobile home park or manufactured housing community
4 after a tenant vacates, the landlord shall be responsible for its
5 demolition or disposal; or

6 (v) The landlord provides relocation assistance of at least
7 \$17,000 for a multisection home and of at least \$11,000 for a single
8 section home at any point during the closure notice period and prior
9 to a change of use or sale of the property. At such time as the
10 assistance is paid, the tenant shall be given written notice of at
11 least 24 months in which to vacate, and the tenant shall continue to
12 pay rent for as much time as he or she remains in the mobile home
13 park or manufactured housing community. Nothing in this subsection
14 (1)(e)(v) prevents a tenant from relocating his or her home out of
15 the mobile home park or manufactured housing community pursuant to
16 chapter 59.21 RCW. In the event that a home remains in the mobile
17 home park or manufactured housing community after a tenant vacates,
18 the landlord shall be responsible for its demolition or disposal;

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

34 (g) The tenant's application for tenancy contained a material
35 misstatement that induced the park owner to approve the tenant as a
36 resident of the park, and the park owner discovers and acts upon the
37 misstatement within one year of the time the resident began paying
38 rent;

39 (h) If the landlord serves a tenant three (~~twenty-day~~) 20-day
40 notices, each of which was valid under (a) of this subsection at the

1 time of service, within a (~~twelve-month~~) 12-month period to comply
2 or vacate for failure to comply with the material terms of the rental
3 agreement or an enforceable park rule, other than failure to pay rent
4 by the due date. The applicable (~~twelve-month~~) 12-month period
5 shall commence on the date of the first violation;

6 (i) Failure of the tenant to comply with obligations imposed upon
7 tenants by applicable provisions of municipal, county, and state
8 codes, statutes, ordinances, and regulations, including this chapter.
9 The landlord shall give the tenant written notice to comply
10 immediately. The notice must state that failure to comply will result
11 in termination of the tenancy and that the tenant shall vacate the
12 premises within (~~fifteen~~) 15 days;

13 (j) The tenant engages in disorderly or substantially annoying
14 conduct upon the park premises that results in the destruction of the
15 rights of others to the peaceful enjoyment and use of the premises.
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~~) 15 days;

20 (k) The tenant creates a nuisance that materially affects the
21 health, safety, and welfare of other park residents. The landlord
22 shall give the tenant written notice to cease the conduct that
23 constitutes a nuisance immediately. The notice must describe the
24 nuisance and state (i) what the tenant must do to cease the nuisance
25 and (ii) that failure to cease the conduct will result in termination
26 of the tenancy and that the tenant shall vacate the premises in five
27 days;

28 (l) Any other substantial just cause that materially affects the
29 health, safety, and welfare of other park residents. The landlord
30 shall give the tenant written notice to comply immediately. The
31 notice must describe the harm caused by the tenant, describe what the
32 tenant must do to comply and to discontinue the harm, and state that
33 failure to comply will result in termination of the tenancy and that
34 the tenant shall vacate the premises within (~~fifteen~~) 15 days; or

35 (m) Failure to pay rent by the due date provided for in the
36 rental agreement three or more times in a (~~twelve-month~~) 12-month
37 period, commencing with the date of the first violation, after
38 service of a (~~fourteen-day~~) 14-day notice to comply or vacate.

39 (2) Within five days of a notice of eviction as required by
40 subsection (1)(a) of this section, the landlord and tenant shall

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

10 (3) Except for a tenant evicted under subsection (1)(c) or (f) of
11 this section, a tenant evicted from a mobile home park under this
12 section shall be allowed (~~one hundred twenty~~) 120 days within which
13 to sell the tenant's mobile home, manufactured home, or park model in
14 place within the mobile home park: PROVIDED, That the tenant remains
15 current in the payment of rent incurred after eviction, and pays any
16 past due rent, reasonable attorneys' fees and court costs at the time
17 the rental agreement is assigned. The provisions of RCW 59.20.073
18 regarding transfer of rental agreements apply.

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

24 **Sec. 6.** RCW 59.21.030 and 2019 c 342 s 10 are each amended to
25 read as follows:

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

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

32 "CLOSURE NOTICE TO TENANTS

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

1 the day of,, which is the date (~~twelve~~
2 ~~months~~) three years 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 may be 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. Any
22 such offer must be made and accepted prior to closure, and the
23 timeline for closure remains unaffected by an offer. Acceptance of
24 any offer is at the discretion of the owner and is not a first right
25 of refusal.

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 rental
33 agreements signed after the original park closure notice date as
34 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
39 under this subsection must be sent to the director within (~~ten~~) 10

1 business days of the date notice was given to all tenants as required
2 by RCW 59.20.080; and

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

5 (4) The department must mail every tenant an application and
6 information on relocation assistance within (~~ten~~) 10 business days
7 of receipt of the notice required in subsection (1) of this section.

8 **Sec. 7.** RCW 59.20.300 and 2011 c 158 s 5 are each amended to
9 read as follows:

10 (1) A landlord must provide a written notice of sale of a
11 manufactured/mobile home community by certified mail or personal
12 delivery to:

- 13 (a) Each tenant of the manufactured/mobile home community;
- 14 (b) The officers of any known qualified tenant organization;
- 15 (c) The office of mobile/manufactured home relocation assistance;
- 16 (d) The local government within whose jurisdiction all or part of
17 the manufactured/mobile home community exists;
- 18 (e) The housing authority within whose jurisdiction all or part
19 of the manufactured/mobile home community exists; and
- 20 (f) The Washington state housing finance commission.

21 (2) A notice of sale must include:

22 (a) A statement that the landlord intends to sell or lease the
23 manufactured/mobile home community or the property on which it sits;
24 and

25 (b) The contact information of the landlord or landlord's agent
26 who is responsible for communicating with the qualified tenant
27 organization, tenants, or eligible organization regarding the sale of
28 the property.

29 NEW SECTION. **Sec. 8.** A new section is added to chapter 59.20
30 RCW to read as follows:

31 Beginning July 1, 2024, the requirements of sections 9 through 13
32 of this act apply and take effect in any city or county that has not
33 adopted or amended ordinances, regulations, or other official
34 controls as required under this section and supersede, preempt, and
35 invalidate any conflicting local regulations.

36 NEW SECTION. **Sec. 9.** A new section is added to chapter 59.20
37 RCW to read as follows:

1 (1) An owner must give written notice of opportunity to compete
2 to purchase indicating the owner's interest in selling the
3 manufactured/mobile home community before the owner markets the
4 manufactured/mobile home community for sale or includes the sale of
5 the manufactured/mobile home community in a multiple listing, or when
6 the owner receives an offer to purchase that the owner intends to
7 consider.

8 (2) The owner shall give the notice in subsection (1) of this
9 section by certified mail or personal delivery to:

10 (a) All tenants of the manufactured/mobile home community;

11 (b) A qualified tenant organization, if there is an existing
12 qualified tenant organization within the manufactured/mobile home
13 community;

14 (c) The department of commerce; and

15 (d) The Washington state housing finance commission.

16 (3) The notice required by subsection (1) of this section must
17 include:

18 (a) A statement that the owner is considering selling the
19 manufactured/mobile home community or the property on which it sits;

20 (b) A statement that the tenants, through a qualified tenant
21 organization representing a majority of the tenants in the community,
22 have an opportunity to compete to purchase the manufactured/mobile
23 home community;

24 (c) A statement that in order to compete to purchase the
25 manufactured/mobile home community, within 30 days after delivery of
26 the notice of the owner's interest in selling the manufactured/mobile
27 home community, the tenants must form or identify a single qualified
28 tenant organization for the purpose of purchasing the manufactured/
29 mobile home community and notify the owner in writing of:

30 (i) The tenants' interest in competing to purchase the
31 manufactured/mobile home community; and

32 (ii) The name and contact information of the representative or
33 representatives of the qualified tenant organization with whom the
34 owner may communicate about the purchase;

35 (d) The representative or representatives of the tenants
36 committee who will be able to request park operating expenses
37 described in section 10 of this act from the owner within a 15-day
38 information period following delivery of the qualified tenant
39 organization's notice to the owner indicating interest in competing
40 to purchase the manufactured/mobile home community; and

1 (e) A statement that information about purchasing a manufactured/
2 mobile home community is available from the department of commerce.

3 NEW SECTION. **Sec. 10.** A new section is added to chapter 59.20
4 RCW to read as follows:

5 (1) Within 30 days after delivery of the notice of opportunity to
6 compete to purchase the manufactured/mobile home community described
7 in section 9 of this act, if the tenants choose to compete to
8 purchase the manufactured/mobile home community in which the tenants
9 reside, the tenants must notify the owner in writing of:

10 (a) The tenants' interest in competing to purchase the
11 manufactured/mobile home community;

12 (b) Their formation or identification of a single qualified
13 tenant organization made up of a majority of the tenants in the
14 community formed for the purpose of purchasing the manufactured/
15 mobile home community; and

16 (c) The name and contact information of the representative or
17 representatives of the qualified tenant organization with whom the
18 owner may communicate about the purchase.

19 (2) The tenants may only have one qualified tenant organization
20 for the purpose of purchasing the manufactured/mobile home community,
21 but they may partner with a nonprofit or a housing authority to act
22 with or for them subject to the same timelines, duties, and
23 obligations that would apply to tenants and qualified tenant
24 organizations under this act.

25 (3) Within 15 days following delivery of the notice from the
26 tenants to the owner in subsection (1) of this section:

27 (a) The designated representative or representatives of the
28 qualified tenant organization may make a written request to the owner
29 for:

30 (i) The asking price for the manufactured/mobile home community,
31 if any; and

32 (ii) Financial information relating to the operating expenses of
33 the manufactured/mobile home community in order to assist them in
34 making an offer to purchase the park; and

35 (b) The owner may make a written request to the designated
36 representative or representatives of the qualified tenant
37 organization for proof of financial ability to close on a sale, which
38 may be provided through:

39 (i) The deposit of earnest money;

1 (ii) Proof of financing or backing from a third party; or
2 (iii) Customary commercial means or as agreed by the qualified
3 tenant organization and the owner.

4 (4) All written requests made pursuant to subsection (2) of this
5 section must be fulfilled within seven days from receipt unless
6 otherwise agreed by the qualified tenant organization and the owner.

7 (5) Unless waived by the provider, information provided pursuant
8 to subsection (3) of this section must be kept confidential, and a
9 list must be created of persons with whom the tenants may share
10 information who will also keep provided information confidential,
11 including any of the following persons that are either seeking to
12 purchase the manufactured/mobile home community on behalf of the
13 tenants or assisting the qualified tenant organization in evaluating
14 or purchasing the manufactured/mobile home community:

15 (a) A nonprofit organization or a housing authority;

16 (b) An attorney or other licensed professional or adviser; and

17 (c) A financial institution.

18 (6) Within 10 days after delivery of the information described in
19 subsection (3)(a) of this section, if the tenants choose to continue
20 competing to purchase the manufactured/mobile home community, the
21 tenants must:

22 (a) Form a resident nonprofit cooperative that is legally capable
23 of purchasing real property or associate with a nonprofit corporation
24 or housing authority that is legally capable of purchasing the
25 manufactured/mobile home community in which the tenants reside; and

26 (b) Submit to the owner a written offer to purchase the
27 manufactured/mobile home community, in the form of a proposed
28 purchase and sale agreement, and either a copy of the articles of
29 incorporation of the corporate entity or other evidence of the legal
30 capacity of the formed or associated corporate entity, nonprofit
31 corporation, or housing authority to purchase real property and the
32 manufactured/mobile home community.

33 (7)(a) Within 10 days of receiving the tenants' purchase and sale
34 agreement, the owner may accept the offer, reject the offer, or
35 submit a counter-offer.

36 (b) If the parties reach agreement on the purchase, the purchase
37 and sale agreement must specify the price, due diligence duties,
38 schedules, timelines, conditions, and any extensions.

39 (c) If the tenants do not act as required within the time periods
40 described in this act, if the tenants violate the confidentiality

1 agreement described in this section, or if the parties do not reach
2 agreement on a purchase, the owner is not obligated to take
3 additional action under this act and may record an affidavit pursuant
4 to section 13 of this act.

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

7 (1) During the process described in sections 9 and 10 of this
8 act, the parties shall act in good faith and in a commercially
9 reasonable manner, which includes a duty for the tenants to notify
10 the owner promptly if there is no intent to purchase the
11 manufactured/mobile home community or the property on which it sits.

12 (2) Except as provided in section 12(1) of this act, before
13 selling a manufactured/mobile home community to an entity that is not
14 formed by or associated with the tenants, the owner of the
15 manufactured/mobile home community must give the notice required by
16 section 9 of this act and comply with the requirements of section 10
17 of this act.

18 (3) A minor error in providing the notice required by section 9
19 of this act or in providing operating expenses information required
20 by section 10 of this act does not prevent the owner from selling the
21 manufactured/mobile home community to an entity that is not formed by
22 or associated with the tenants and does not cause the owner to be
23 liable to the tenants for damages or a penalty.

24 (4) During the process described in sections 9 and 10 of this
25 act, the owner may seek, negotiate with, or enter into contract
26 subject to the rights of the tenants in this act with potential
27 purchasers other than the tenants or an entity formed by or
28 associated with the tenants.

29 (5) If the owner does not comply with the requirements of this
30 act in a substantial way that prevents the tenants from competing to
31 purchase the manufactured/mobile home community, the tenants may:

32 (a) Obtain injunctive relief to prevent a sale or transfer to an
33 entity that is not formed by or associated with the tenants; and

34 (b) Recover actual damages not to exceed twice the monthly rent
35 from the owner for each tenant.

36 (6) If a party misuses or discloses, in a substantial way,
37 confidential information in violation of section 10 of this act, that
38 party may recover actual damages from the other party.

1 (7) The department of commerce must prepare and make available
2 information for tenants about purchasing a manufactured/mobile home
3 community.

4 NEW SECTION. **Sec. 12.** A new section is added to chapter 59.20
5 RCW to read as follows:

6 (1) With regard to a sale or transfer of a manufactured/mobile
7 home community, sections 9 and 10 of this act do not apply to:

8 (a) Any sale or transfer to an individual identified in RCW
9 11.04.015 if the owner of manufactured/mobile home community dies
10 intestate;

11 (b) Any transfer by gift, devise, or operation of law;

12 (c) Any transfer by a corporation to an affiliate;

13 (d) Any transfer by a partnership to any of its partners;

14 (e) Any sale or transfer of less than a controlling interest in
15 the legal entity that owns the manufactured/mobile home community;

16 (f) Any conveyance of an interest in a manufactured/mobile home
17 community incidental to the financing of the mobile home park;

18 (g) Any conveyance resulting from the foreclosure of a mortgage,
19 deed of trust, or other instrument encumbering a manufactured/mobile
20 home community, or any deed given in lieu of a foreclosure;

21 (h) Any sale or transfer between or among joint tenants or
22 tenants in common owning a manufactured/mobile home community;

23 (i) Any sale or transfer in which the manufactured/mobile home
24 community satisfies the requirement to make a like-kind exchange
25 under Title 26 U.S.C. Sec. 1031 of the federal internal revenue code;

26 (j) Any purchase of a manufactured/mobile home community by a
27 governmental entity under the entity's powers of eminent domain; and

28 (k) Any transfer to a charitable trust.

29 (2) For the purposes of this section, "affiliate" means any
30 shareholder, partner, or member of the transferring corporation,
31 partnership, limited liability company, or other entity; any
32 corporation, partnership, limited liability, or entity owned or
33 controlled, directly or indirectly, by the transferring corporation;
34 or any other corporation or entity owned or controlled, directly or
35 indirectly, by any shareholder, partner, or member of the
36 transferring entity.

37 NEW SECTION. **Sec. 13.** A new section is added to chapter 59.20
38 RCW to read as follows:

1 (1) An owner may record an affidavit in the county in which the
2 manufactured/mobile home community is located that certifies that the
3 owner has:

4 (a) Complied with the requirements of sections 9 and 10 of this
5 act with reference to an offer received by the owner for the purchase
6 or transfer of the manufactured/mobile home community or to a
7 counter-offer the owner has made or intends to make; and

8 (b) Not entered into a contract for the sale or transfer of the
9 manufactured/mobile home community to an entity formed by or
10 associated with the tenants.

11 (2) The following parties have an absolute right to rely on the
12 truth and accuracy of all statements appearing in the affidavit and
13 are not obligated to inquire further as to any matter or fact
14 relating to the owner's compliance with sections 9 and 10 of this
15 act:

16 (a) A party that acquires an interest in a manufactured/mobile
17 home community; and

18 (b) A title insurance company or an attorney that prepares,
19 furnishes, or examines evidence of title.

20 (3) The purpose and intention of this section is to preserve the
21 marketability of title to manufactured/mobile home communities across
22 the state. Accordingly, this section must be liberally construed so
23 that all persons may rely on the record title to manufactured/mobile
24 home communities.

25 **Sec. 14.** RCW 59.20.305 and 2008 c 116 s 5 are each amended to
26 read as follows:

27 A landlord intending to sell or lease a manufactured/mobile home
28 community or the property on which it sits is (~~encouraged~~) required
29 to negotiate in good faith with qualified tenant organizations and
30 eligible organizations. Any qualified tenant organization or eligible
31 organization that submits a notice of intent to purchase or lease a
32 manufactured/mobile home community or the property on which it sits
33 pursuant to sections 9 and 10 of this act is required to negotiate in
34 good faith with the landlord intending to sell or lease the
35 manufactured/mobile home community or property on which it sits,
36 including notifying the owner promptly if conditions change and there
37 is no longer any intent to purchase or lease the manufactured/mobile
38 home community or the property on which it sits.

1 NEW SECTION. **Sec. 15.** A new section is added to chapter 59.20
2 RCW to read as follows:

3 (1) The department of commerce must maintain a registry of all
4 eligible organizations that submit to the department of commerce a
5 written request to receive notices of opportunity to compete to
6 purchase or lease manufactured/mobile home communities pursuant to
7 section 9 of this act. The department of commerce must provide
8 registered eligible organizations with notices of opportunity to
9 compete to purchase once it receives such a notice. The registry must
10 include the following information:

11 (a) The name and mailing address of the eligible organization;
12 and

13 (b) A statement that the eligible organization wishes to purchase
14 or lease a manufactured/mobile home community.

15 (2) The department of commerce must provide a copy of the
16 registry required to be maintained under this section to any person
17 upon request.

18 NEW SECTION. **Sec. 16.** A new section is added to chapter 59.20
19 RCW to read as follows:

20 (1) An owner who sells or transfers a manufactured/mobile home
21 community and willfully fails to comply with section 9 or 10 of this
22 act or RCW 59.20.305 is liable to the state of Washington for a civil
23 penalty in the amount of \$10,000. This penalty is the exclusive
24 remedy for a violation of section 9 or 10 of this act or RCW
25 59.20.305.

26 (2) The attorney general may bring a civil action in superior
27 court in the name of the state against an owner under this section.

28 NEW SECTION. **Sec. 17.** A new section is added to chapter 59.20
29 RCW to read as follows:

30 RCW 59.20.305 and sections 9 through 11 and 16 of this act do not
31 apply to any sale or transfer of a manufactured/mobile home community
32 to a county in order to reduce conflicting residential uses near
33 military installations.

--- END ---