

HB 1204 - H AMD 1466

By Representative Eslick

NOT CONSIDERED 03/12/2026

1 Strike everything after the enacting clause and insert the
2 following:

3 **"Sec. 1.** RCW 59.20.060 and 2025 c 209 s 205 are each amended to
4 read as follows:

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

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

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

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

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

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

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

28 (g) A statement that: "The park may be sold or otherwise
29 transferred at any time with the result that subsequent owners may
30 close the mobile home park, or that the landlord may close the park
31 at any time after the required closure notice as provided in RCW
32 59.20.080." The statement required by this subsection must: (i)

1 Appear in print that is in boldface and is larger than the other text
2 of the rental agreement; (ii) be set off by means of a box, blank
3 space, or comparable visual device; and (iii) be located directly
4 above the tenant's signature on the rental agreement;

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

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

12 (j) A listing of the utilities, services, and facilities which
13 will be available to the tenant during the tenancy and the nature of
14 the fees, if any, to be charged together with a statement that, in
15 the event any utilities are changed to be charged independent of the
16 rent during the term of the rental agreement, the landlord agrees to
17 decrease the amount of the rent charged proportionately;

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

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

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

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

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

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

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

1 (b) Which authorizes the towing or impounding of a vehicle except
2 upon notice to the owner thereof or the tenant whose guest is the
3 owner of the vehicle;

4 (c) Which allows the landlord to alter the due date for rent
5 payment or increase the rent: (i) During the term of the rental
6 agreement if the term is less than two years, or (ii) more frequently
7 than annually if the initial term is for two years or more: PROVIDED,
8 That a rental agreement may include an escalation clause for a pro
9 rata share of any increase in the mobile home park's real property
10 taxes or utility assessments or charges, over the base taxes or
11 utility assessments or charges of the year in which the rental
12 agreement took effect, if the clause also provides for a pro rata
13 reduction in rent or other charges in the event of a reduction in
14 real property taxes or utility assessments or charges, below the base
15 year: PROVIDED FURTHER, That a rental agreement for a term exceeding
16 two years may provide for annual increases in rent in specified
17 amounts or by a formula specified in such agreement. Any rent
18 increase authorized under this subsection (2)(c) that occurs within
19 the closure notice period pursuant to RCW 59.20.080(1)(e) may not be
20 more than one percentage point above the United States consumer price
21 index for all urban consumers, housing component, published by the
22 United States bureau of labor statistics in the periodical "Monthly
23 Labor Review and Handbook of Labor Statistics" as established
24 annually by the department of commerce;

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

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

30 (f) Which allows the landlord to charge a fee for guests:
31 PROVIDED, That a landlord may establish rules charging for guests who
32 remain on the premises for more than 15 days in any 60-day period;

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

1 (h) By which, at the time the rental agreement is entered into,
2 the landlord and tenant agree to the selection of a particular
3 arbitrator;

4 (i) By which the tenant agrees to make rent payments through
5 electronic means only; ((~~or~~))

6 (j) Allowing the landlord to charge a late fee for rent that is
7 paid within five days following its due date for leases or rental
8 agreements entered into or renewed on or after May 7, 2025. If rent
9 is more than five days past due, the landlord may charge late fees
10 commencing from the first day after the due date until paid. During
11 the first month that rent is past due, late fees may not exceed two
12 percent of the tenant's total rent per month. During the second
13 consecutive month that rent is past due, late fees may not exceed
14 three percent of the tenant's total rent per month. During the third
15 consecutive month and all subsequent consecutive months that rent is
16 past due, late fees may not exceed five percent of the tenant's total
17 rent per month. Nothing in this subsection prohibits a landlord from
18 serving a notice to pay or vacate at any time after the rent becomes
19 due; or

20 (k) Which prohibits a tenant who is age 55 or older from having
21 one homesharing roommate, as long as the roommate's residence in the
22 manufactured/mobile home community does not violate any age
23 restrictions that apply to the community. For the purposes of this
24 subsection (2)(k), "homesharing roommate" means a roommate who shares
25 the home with the tenant as part of a home-matching program or
26 homesharing arrangement that involves an exchange of services such as
27 cooking, housework, or gardening for room and board or some financial
28 consideration such as rent.

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

31 **Sec. 2.** RCW 59.20.070 and 2023 c 105 s 9 are each amended to
32 read as follows:

33 A landlord shall not:

34 (1) Deny any tenant the right to sell such tenant's mobile home,
35 manufactured home, or park model within a park, or prohibit, in any
36 manner, any tenant from posting on the tenant's manufactured/mobile
37 home or park model, or on the rented mobile home lot, a commercially
38 reasonable "for sale" sign or any similar sign designed to advertise
39 the sale of the manufactured/mobile home or park model. In addition,

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

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

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

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

37 (5) Evict a tenant, terminate a rental agreement, decline to
38 renew a rental agreement, increase rental or other tenant
39 obligations, decrease services, or modify park rules in retaliation

1 for any of the following actions on the part of a tenant taken in
2 good faith:

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

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

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

10 (d) Participation or membership in any homeowners association or
11 group;

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

17 (7)(a) Effect an involuntary termination of electric utility or
18 water service due to lack of payment to any tenant on any day for
19 which the national weather service has issued or has announced that
20 it intends to issue a heat-related alert, such as an excessive heat
21 warning, a heat advisory, an excessive heat watch, or a similar
22 alert, for the area in which the tenant's address is located.

23 (b)(i) A tenant at whose dwelling electric or water utility
24 service has been disconnected for lack of payment may request that
25 the landlord reconnect service on any day for which the national
26 weather service has issued or has announced that it intends to issue
27 a heat-related alert, such as an excessive heat warning, a heat
28 advisory, an excessive heat watch, or a similar alert, for the area
29 in which the tenant's address is located. The landlord shall inform
30 all tenants in the notice of disconnection of the ability to seek
31 reconnection and provide clear and specific information on how to
32 make that request, including how to contact the landlord.

33 (ii) Upon receipt of a request made pursuant to (b)(i) of this
34 subsection, the landlord shall promptly make a reasonable attempt to
35 reconnect service to the dwelling. The landlord, in connection with a
36 request made pursuant to (b)(i) of this subsection, may require the
37 tenant to enter into a payment plan prior to reconnecting service to
38 the dwelling. If the landlord requires the tenant to enter into a
39 repayment plan, the repayment plan must comply with (c) of this
40 subsection.

1 (c) A repayment plan required by a landlord pursuant to (b) (ii)
2 of this subsection will be designed both to pay the past due bill by
3 the following May 15th, or as soon as possible after May 15th if
4 needed to maintain monthly payments that are no greater than six
5 percent of the tenant's monthly income, and to pay for continued
6 utility service. The plan may not require monthly payments in excess
7 of six percent of the tenant's monthly income. A tenant may agree to
8 pay a higher percentage during this period, but will not be in
9 default unless payment during this period is less than six percent of
10 the tenant's monthly income. If assistance payments are received by
11 the tenant subsequent to implementation of the plan, the tenant shall
12 contact the landlord to reformulate the plan;

13 (8) Remove or exclude a tenant from the premises unless this
14 chapter is complied with or the exclusion or removal is under an
15 appropriate court order; ((~~or~~))

16 (9) Prevent the entry or require the removal of a mobile home,
17 manufactured home, or park model for the sole reason that the mobile
18 home has reached a certain age. Nothing in this subsection shall
19 limit a landlord's right to exclude or expel a mobile home,
20 manufactured home, or park model for any other reason, including but
21 not limited to, failure to comply with fire, safety, and other
22 provisions of local ordinances and state laws relating to mobile
23 homes, manufactured homes, and park models, as long as the action
24 conforms to this chapter or any other relevant statutory provision;
25 or

26 (10) Prohibit a tenant who is age 55 or older from having one
27 homesharing roommate, as long as the roommate's residence in the
28 manufactured/mobile home community does not violate any age
29 restrictions that apply to the community. For the purposes of this
30 subsection (10), "homesharing roommate" has the same meaning as in
31 RCW 59.20.060(2)(k)."

32 Correct the title.

EFFECT: Strikes the underlying bill and modifies it as follows:

(1) Allows a manufactured/mobile home tenant who is age 55 or older to have one homesharing roommate (instead of at least one roommate more generally), as long as the homesharing roommate's residence in the community does not violate any applicable age restrictions.

(2) Defines "homesharing roommate" as a roommate who shares the home with the tenant as part of a home-matching program or homesharing arrangement that involves an exchange of services such as

cooking, housework, or gardening for room and board or some financial consideration such as rent.

(3) Removes the requirement that a landlord provide each tenant with written notice of this allowance when the lease or rental agreement is signed or renewed.

--- **END** ---