

1 5188-S AMH HO H2710.1

2 **SSB 5188 - H AMD ADOPTED 4-18-91**

3 By Committee on Housing

4

5 Strike everything after the enacting clause and insert the
6 following:

7 "NEW SECTION. Sec. 1. (1) Upon abandonment of a mobile home by
8 a tenant or eviction of a tenant from a mobile home park space where
9 the mobile home occupying that space is not subject to RCW 59.20.074,
10 the landlord may store the mobile home on the mobile home lot or in the
11 mobile park until removal of the mobile home as provided by law. The
12 landlord may charge rent and reasonable expenses in the amount set
13 forth in the rental agreement for occupancy of the mobile home lot or
14 any other area in the mobile home park by the mobile home. Any rent or
15 other reasonable expenses owed to the landlord pursuant to this section
16 shall be paid to the landlord prior to removal of the mobile home from
17 the mobile home park.

18 (2) This section shall not affect the availability of a landlord's
19 lien as provided in chapter 60.72 RCW.

20 (3) For purposes of this section, "reasonable expenses" means any
21 routine maintenance and utility charges for which the tenant is liable
22 under the rental agreement."

23 "NEW SECTION. Sec. 2. (1) Rules and regulations are
24 enforceable against a tenant only if:

25 (a) Their purpose is to promote the convenience, safety, or welfare
26 of the residents, protect and preserve the premises from abusive use,

1 or make a fair distribution of services and facilities made available
2 for the tenants generally;

3 (b) They are reasonably related to the purpose for which they are
4 adopted;

5 (c) They apply to all tenants in a fair manner;

6 (d) They are not for the purpose of evading an obligation of
7 the landlord;

8 (e) They are not retaliatory or discriminatory in nature; and

9 (f) They are sufficiently explicit in prohibition, direction,
10 or limitation of the tenants' conduct to fairly inform the tenants of
11 what the tenants must do to comply.

12 (2) At least thirty days' written notice must be provided to all
13 tenants in the mobile home park before any changes, additions,
14 deletions, or amendments to the rules and regulations can become
15 effective unless the tenants consent."

16 "NEW SECTION. Sec. 3. If the tenant fails to comply with RCW
17 59.20.140, and the noncompliance can substantially affect the health
18 and safety of the tenant or other tenants, or substantially increase
19 the hazards of fire or accident that can be remedied by repair,
20 replacement of a damaged item, or cleaning, the tenant shall comply
21 within fifteen days after the sending of written notice by the landlord
22 specifying the noncompliance, or, in the case of emergency as promptly
23 as conditions require. If the tenant fails to remedy the condition in
24 noncompliance within that period the landlord may enter the mobile home
25 lot and cause the work to be done in a skillful manner, and submit an
26 itemized bill of the actual and reasonable cost of repair. The bill
27 may be made payable on the next date when periodic rent is due, or on
28 terms that are mutually agreed to by the landlord and tenant, or
29 immediately if the tenancy is terminated."

1 "NEW SECTION. Sec. 4. A tenant may not sublet or assign his or
2 her tenancy in the mobile home park without the express written consent
3 of the landlord unless a greater right is conferred in the rental
4 agreement. The landlord shall approve or disapprove of the subletting
5 or the assignment on the same basis that the landlord approves or
6 disapproves of any new tenant. Notice of approval or disapproval shall
7 be given in writing within five working days of receiving a written
8 request from the tenant. The landlord may not unreasonably withhold
9 consent. Transfers of rental agreements when the tenant sells or
10 transfers title of the mobile home are governed by RCW 59.20.073."

11 "NEW SECTION. Sec. 5. (1) If a court finds as a matter of law
12 that:

13 (a) A rental agreement, or any clause of it, was unconscionable at
14 the time it was made, it may refuse to enforce the rental agreement or
15 it may enforce the remainder of the rental agreement without the
16 unconscionable clause. The court may also limit the application of the
17 unconscionable clause to avoid any unconscionable result.

18 (b) A settlement in which a party waives or agrees to forego a
19 claim or right under this chapter or under the rental agreement was
20 unconscionable at the time it was made, the court may refuse to enforce
21 the settlement, or it may enforce the remainder of the settlement
22 without the unconscionable provision. The court may also limit the
23 application of any unconscionable provision to avoid an unconscionable
24 result.

25 (2) When it is claimed or appears to the court that the rental
26 agreement or settlement, or any clause of it, may be unconscionable,
27 the parties shall be afforded an opportunity to present evidence as to
28 the setting, purpose, and effect to aid the court in making its
29 determination."

1 "NEW SECTION. Sec. 6. If a landlord intentionally causes the
2 termination or interruption of any tenant's utility services, including
3 water, heat, electricity, or gas, except when an interruption of a
4 reasonable duration is required to make necessary repairs, then the
5 tenant may require the restoration of the utility services or terminate
6 the rental agreement, and in either case maintain an action for
7 damages. Damages shall be the actual damages sustained, and up to one
8 hundred dollars for each day or part thereof the tenant is deprived of
9 any utility service.

10 A landlord shall give the tenants at least twenty-four hours'
11 notice in writing whenever possible when planned repairs of a utility
12 service which the mobile home park provides will cause an interruption
13 of the utility service.

14 It shall be unlawful for a tenant to intentionally cause the
15 termination or interruption of utility services provided by the
16 landlord, including water, heat, electricity, or gas, excepting as
17 resulting from the normal occupancy of the premises. If a tenant
18 intentionally causes the termination or interruption of utility
19 services in violation of this section, the tenant shall be liable for
20 any actual damages sustained, and up to one hundred dollars for each
21 day or part thereof that the utility services are unavailable."

22 "NEW SECTION. Sec. 7. (1) If a landlord uses a rental
23 agreement containing provisions known by the landlord to be prohibited
24 under RCW 59.20.060(2), then the tenant may recover actual damages
25 sustained or one hundred dollars, whichever is greater.

26 (2) If a landlord violates the right of entry provided in RCW
27 59.20.130(7), after receiving notice from the tenant in writing of a
28 violation of this right, then the tenant may recover actual damages or
29 one hundred dollars, whichever is greater, for each violation.

1 (3) If a landlord retaliates against a tenant in violation of RCW
2 59.20.070(4), a court in its discretion may award an amount not to
3 exceed five hundred dollars for each violation in addition to actual
4 damages sustained.

5 (4) If a landlord violates other provisions of RCW 59.20.070, then
6 the tenant may recover actual damages or one hundred dollars, whichever
7 is greater, for each violation.

8 (5) A tenant may recover his or her actual damages when the
9 landlord violates other provisions of this chapter."

10 "NEW SECTION. Sec. 8. Any person who violates the terms of a
11 restraining order or an injunction issued by a court to prevent
12 violations of this chapter, or any of the terms of an assurance of
13 voluntary compliance duly filed in court, shall pay to the court a
14 civil penalty not to exceed one thousand dollars for each violation.
15 For the purposes of this section, the court issuing the restraining
16 order or injunction, or in which an assurance of voluntary compliance
17 is filed, shall retain jurisdiction over the action."

18 "NEW SECTION. Sec. 9. The attorney general may bring an action
19 in the name of the state against any person to restrain and prevent the
20 doing of any act prohibited or declared to be unlawful in this chapter.
21 The prevailing party may, in the discretion of the court, recover the
22 costs of the action including a reasonable attorney's fee."

23 "Sec. 10. RCW 59.20.080 and 1989 c 201 s 12 are each amended to
24 read as follows:

25 (1) (~~Except as provided in subsection (2) of this section, the~~)
26 A landlord shall not terminate a tenancy, of whatever duration except
27 for one or more of the following reasons:

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

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

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

23 (d) Failure of the tenant to comply with local ordinances and state
24 laws and regulations relating to mobile homes or mobile home living
25 within a reasonable time after the tenant's receipt of notice of such
26 noncompliance from the appropriate governmental agency;

27 (e) Change of land use of the mobile home park including, but not
28 limited to, conversion to a use other than for mobile homes or
29 conversion of the mobile home park to a mobile home park cooperative or
30 mobile home park subdivision: PROVIDED, That the landlord shall give

1 the tenants twelve months' notice in advance of the effective date of
2 such change, except that for the period of six months following April
3 28, 1989, the landlord shall give the tenants eighteen months' notice
4 in advance of the proposed effective date of such change;

5 (f) Engaging in "drug-related activity." "Drug-related activity"
6 means that activity which constitutes a violation of chapter 69.41,
7 69.50, or 69.52 RCW. A park owner seeking to evict a tenant pursuant
8 to this subsection need not produce evidence of a criminal conviction,
9 even if the alleged misconduct constitutes a criminal offense. Notice
10 from a law enforcement agency of drug activity pursuant to RCW
11 59.20.155 shall constitute sufficient grounds, but not the only
12 grounds, for an eviction under this subsection. If drug-related
13 activity is alleged to be a basis of termination, the park owner may
14 proceed directly to an unlawful detainer action; or

15 (g) The tenant's application for tenancy contained a material
16 misstatement which induced the park owner to approve the tenant as a
17 resident of the park, and the park owner discovers and acts upon the
18 misstatement within one year of the time the resident began paying
19 rent.

20 ~~(2) ((A landlord may terminate any tenancy without cause. Such~~
21 ~~termination shall be effective twelve months from the date the landlord~~
22 ~~serves notice of termination upon the tenant or at the end of the~~
23 ~~current tenancy, whichever is later: PROVIDED, That a landlord shall~~
24 ~~not terminate a tenancy for any reason or basis which is prohibited~~
25 ~~under RCW 59.20.070 (3) or (4) or is intended to circumvent the~~
26 ~~provisions of (1)(e) of this section.~~

27 ~~(3))~~ Within five days of a notice of eviction as required by
28 subsection (1)(a) ~~((or (2))~~) of this section, the landlord and tenant
29 shall submit any dispute ~~((, including the decision to terminate the~~
30 ~~tenancy without cause,))~~ to mediation. The parties may agree in

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

10 "Sec. 11. RCW 59.20.090 and 1980 c 152 s 2 are each amended to
11 read as follows:

12 (1) Unless otherwise agreed rental agreements shall be for a term
13 of one year. Any rental agreement of whatever duration shall be
14 automatically renewed for the term of the original rental agreement,
15 unless(~~(:~~

16 ~~(a)) a different specified term is agreed upon(~~(: or~~~~

17 ~~(b) The landlord serves notice of termination without cause upon~~
18 ~~the tenant prior to the expiration of the rental agreement: PROVIDED,~~
19 ~~That under such circumstances, at the expiration of the prior rental~~
20 ~~agreement the tenant shall be considered a month-to-month tenant upon~~
21 ~~the same terms as in the prior rental agreement until the tenancy is~~
22 ~~terminated)).~~

23 (2) A landlord seeking to increase the rent upon expiration of the
24 term of a rental agreement of any duration shall notify the tenant in
25 writing three months prior to the effective date of any increase in
26 rent(~~(: PROVIDED, That if a landlord serves a tenant with notice of a~~
27 ~~rental increase at the same time or subsequent to serving the tenant~~
28 ~~with notice of termination without cause, such rental increase shall~~
29 ~~not become effective until the date the tenant is required to vacate~~

1 ~~the leased premises pursuant to the notice of termination or three~~
2 ~~months from the date notice of rental increase is served, whichever is~~
3 ~~later)).~~

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

6 (4)(a) The tenant may terminate the rental agreement upon thirty
7 days written notice whenever a change in the location of the tenant's
8 employment requires a change in his residence, and shall not be liable
9 for rental following such termination unless after due diligence and
10 reasonable effort the landlord is not able to rent the mobile home lot
11 at a fair rental. If the landlord is not able to rent the lot, the
12 tenant shall remain liable for the rental specified in the rental
13 agreement until the lot is rented or the original term ends;

14 (b) Any tenant who is a member of the armed forces may terminate a
15 rental agreement with less than thirty days notice if he receives
16 reassignment orders which do not allow greater notice."

17 "NEW SECTION. Sec. 12. A new section is added to chapter 48.18
18 RCW to read as follows:

19 Any application taken for property insurance covering a mobile home
20 situated in a mobile home park shall include the name and address of
21 the mobile home park owner. Contemporaneous with the payment of any
22 claim for physical damage to the insured mobile home, the insurer shall
23 notify the owner of the mobile home park, in writing, of such payment."

24 "NEW SECTION. Sec. 13. Sections 1 through 9 of this act are
25 each added to chapter 59.20 RCW."

26 "NEW SECTION. Sec. 14. If any provision of this act or its
27 application to any person or circumstance is held invalid, the

1 remainder of the act or the application of the provision to other
2 persons or circumstances is not affected."

3 **SSB 5188** - H AMD
4 By Committee on Housing

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6 On page 1, line 1 of the title, after "relations;" strike the
7 remainder of the title and insert "amending RCW 59.20.080 and
8 59.20.090; adding a new section to chapter 48.18 RCW; adding new
9 sections to chapter 59.20 RCW; and prescribing penalties."