

HOUSE BILL REPORT

HB 1610

*As Reported By House Committee on:
Housing*

Title: An act relating to the mobile home landlord-tenant act.

Brief Description: Making multiple changes to the mobile home landlord tenant act.

Sponsor(s): Representatives Leonard, Winsley, Franklin and Nelson.

Brief History:

Reported by House Committee on:
Housing, March 5, 1991, DPS.

**HOUSE COMMITTEE ON
HOUSING**

Majority Report: *That Substitute House Bill No. 1610 be substituted therefor, and the substitute bill do pass.*
Signed by 8 members: Representatives Nelson, Chair; Franklin, Vice Chair; Mitchell, Ranking Minority Member; Winsley, Assistant Ranking Minority Member; Ballard; Leonard; Ogden; and Wineberry.

Staff: Bill Lynch (786-7092).

Background: The Mobile Home Landlord Tenant Act regulates the relationship between the owner of a mobile home park and the tenants of the park. A mobile home park is defined as real property which is rented out to others for the placement of two or more mobile homes. There are currently 32 other states with Mobile Home Landlord Tenant Acts.

Some of the key provisions of the act require the tenant to be offered a written rental agreement for a term of at least one year, require the tenant to be provided with a copy of all park rules, prohibit entrance fees or exit fees, prohibit certain actions by the landlord, and specify the duties of the landlord and the tenant. A landlord is authorized under Washington law to terminate any tenancy without cause so long as at least one year's notice is provided.

Washington is one of only two states with mobile home landlord tenant acts that allow a landlord to terminate the tenancy without cause. The statutes also provide that a tenancy may be terminated for the following reasons: (1) substantial or repeated violations of park rules; (2) nonpayment of rent; (3) conviction of a crime which threatens the health, safety, or welfare of the other tenants; (4) failure to comply with state and local laws; (5) change in land use of the park; and (6) engaging in drug-related activity.

There is no express provision which allows a landlord to terminate a tenancy because the landlord relied upon a material misstatement of the tenant at the time the tenant applied for acceptance into the mobile home park. There is also some concern about what constitutes sufficient grounds for an eviction for drug-related activity.

There is no statutory authority for a park owner to remedy potentially hazardous conditions in the park and bill the tenant for the work done, when the condition was created by the tenant's noncompliance and the tenant fails to respond to requests to remedy the condition.

There is no statutory requirement for park rules to be uniformly applied to park tenants, and there is no minimum notice requirement for changes in park rules to go into effect. Tenants are not required under statute to obtain the permission of the park owner before any subletting or assignment of a mobile home tenancy.

Many of the duties or responsibilities of the park owner do not generate any penalties if they are violated. There are also no provisions which make it illegal for the park owner or the tenant to intentionally disrupt the utility services to the park.

Summary of Substitute Bill: A mobile home landlord may no longer terminate a tenancy in a mobile home park without cause. The reasons for which a mobile home tenancy may be terminated include the making of a material misstatement at the time of application, if the park owner discovers and acts upon the misstatement within one year of the time the resident began paying rent.

Evictions of park tenants because of drug-related activity is clarified. A criminal conviction is not necessary for an eviction for drug-related activity. If law enforcement officers notify the park owner that illegal drugs have been seized, then this constitutes sufficient grounds, but not the only grounds for an eviction. If drug-related activity

is a basis for eviction, then the park owner may proceed directly to an unlawful detainer action.

At least 30 days written notice must be provided to the tenants in a mobile home park before any changes to the park rules can become effective unless the tenants consent. Rules can only be enforced against a tenant if: (1) their purpose is to promote the convenience, safety or welfare of the residents, protect and preserve the premises from abusive use, or make a fair distribution of services and facilities that are generally available to the tenants; (2) they are reasonably related to the purpose for which they are adopted; (3) they apply to all tenants in a fair manner; (4) they are not for the purpose of evading an obligation of the landlord; (5) they are not retaliatory or discriminatory in nature; and (6) they are sufficiently explicit so that the tenants know what they must do to comply with the rules.

If the tenant fails to comply with the duties specified in statute for tenants, and the noncompliance substantially affects the health and safety of the tenant or other tenants, or substantially increases the hazards of fire or accident, the tenant must comply within 15 days after being sent written notice by the landlord, or in the case of an emergency, as promptly as conditions require. If the tenant fails to comply within this time period, the landlord may enter the mobile home lot and cause the work to be completed. The landlord may submit an itemized bill of the actual and reasonable cost of repair to the tenant.

A tenant may not sublet or assign his or her tenancy in the mobile home park without the express written consent of the landlord, unless the rental agreement provides otherwise. The landlord must approve or disapprove of the subletting or assignment within five working days after receiving a written request from the tenant. The landlord must approve or disapprove of the subletting or assignment on the same basis that the landlord would approve or disapprove of a new tenant. The landlord may not unreasonably withhold consent.

A landlord must provide the tenants at least 24 hours notice in writing whenever possible before repairing a utility service that will cause an interruption of the service. If a landlord intentionally causes the termination or interruption of any tenant's utility services, except when an interruption of a reasonable duration is required to make necessary repairs, then the tenant may: (1) require the restoration of the utility services; or (2) terminate the tenancy; and (3) seek damages for the actual damages sustained, and up to \$100 for each day or part of a day that the tenant is deprived of utility service.

It is unlawful for a tenant to intentionally cause the termination or interruption of utility services, except as resulting from the normal occupancy of the premises. A tenant is liable for any actual damages sustained, and up to \$100 for each day or part of a day that utility services are unavailable.

Penalties added to the Mobile Home Landlord Tenant Act are as follows: (1) If a landlord includes prohibited provisions within a rental agreement with knowledge, then the tenant may recover the greater of actual damages or \$100; (2) If a landlord violates the right of entry after receiving written notice from the tenant about a violation of this right, then the tenant may recover the greater of actual damages or \$100; (3) If a landlord retaliates against a tenant because the tenant exercised his or her rights under the law, then the tenant may be awarded up to \$500 for each violation plus actual damages; (4) If a landlord engages in prohibited acts such as excluding a tenant from the premises, or denying the tenant the right to sell his or her mobile home, then the tenant may recover the greater of actual damages or \$100; and (5) a tenant may recover his or her actual damages when the landlord violates other provisions of the Mobile Home Landlord Tenant Act.

The attorney general may bring an action in the name of the state for violations of the Mobile Home Landlord Tenant Act.

If a court finds as a matter of law, that a rental agreement or a settlement, or any part of a rental agreement or a settlement is unconscionable at the time it was made, then the court may: (1) refuse to enforce the agreement or settlement; (2) enforce the remainder of the agreement or settlement without the unconscionable portion; or (3) limit the application of any unconscionable decision to avoid an unconscionable result. The court must provide the parties an opportunity to present evidence regarding the setting, purpose, and effect to aid the court in making its determination.

Any person who violates the terms of a court injunction or restraining order, or an assurance of voluntary compliance duly filed in court, must pay to the court a civil penalty not to exceed \$1,000 for each violation.

Substitute Bill Compared to Original Bill: The time is shortened when a park owner can remedy a potential health hazard to the park caused by noncompliance by the tenant, and bill the tenant for the work done, from 30 days to 15 days.

A park owner is only required to give 24 hours notice of a utility shutoff when such notice is possible.

It is also unlawful for a tenant to intentionally disrupt utility services in the park. The tenant is liable for any actual damages and up to \$100 per day that service is unavailable.

A one-year time limit is added for when a park owner may evict a tenant for making a material misstatement when applying as a tenant to the mobile home park.

The attorney general is authorized to bring an action in the name of the state for violations of the Mobile Home Landlord Tenant Act.

Clarifications are made to the provision allowing a park owner to evict a tenant for drug-related activity. A criminal conviction is not necessary, and the park owner may proceed directly to an unlawful detainer action. Notice from law enforcement officers that illegal drugs were seized constitutes sufficient grounds, but not the only grounds, for an eviction.

Fiscal Note: Requested March 6, 1991.

Effective Date of Substitute Bill: Ninety days after adjournment of session in which bill is passed.

Testimony For: This brings the penalties for violations of the Mobile Home Landlord Tenant Act more in line with the penalties provided under the Residential Landlord Tenant Act. Most other states do not allow no-cause evictions. No-cause evictions make tenants reluctant to bring any complaints to the park owner or public officials. There is no incentive for a park owner to mediate disputes if no-cause eviction is allowed.

Testimony Against: A no-cause eviction also protects the tenant because it allows a tenant who is abusive to be evicted. Park owners are reluctant to evict a person for drug-related activity because it is unclear what is required for an eviction.

Witnesses: Bob Jacobson, Senior Lobby (pro); Arnold Livingston and John Jensen, Mobile Home Owners Association (pro); John Woodring, Mobile Home Park Owners Association (con); Paul McWherter and Theresa Bosler, Mobile Home Park Owners Association (con); and David Girard, Evergreen Legal Services (pro).