
SENATE BILL 6445

State of Washington 52nd Legislature 1992 Regular Session

By Senators Madsen, McMullen and Skratek

Read first time 01/30/92. Referred to Committee on Commerce & Labor.

1 AN ACT Relating to the mobile home landlord-tenant act; and
2 amending RCW 59.20.080 and 59.20.090.

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

4 **Sec. 1.** RCW 59.20.080 and 1989 c 201 s 12 are each amended to read
5 as follows:

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

9 (a) Substantial violation, or repeated or periodic violations of
10 the rules of the mobile home park as established by the landlord at the
11 inception of the tenancy or as assumed subsequently with the consent of
12 the tenant or for violation of the tenant's duties as provided in RCW
13 59.20.140. The tenant shall be given written notice to cease the rule
14 violation immediately. The notice shall state that failure to cease

1 the violation of the rule or any subsequent violation of that or any
2 other rule shall result in termination of the tenancy, and that the
3 tenant shall vacate the premises within fifteen days: PROVIDED, That
4 for a periodic violation the notice shall also specify that repetition
5 of the same violation shall result in termination: PROVIDED FURTHER,
6 That in the case of a violation of a "material change" in park rules
7 with respect to pets, tenants with minor children living with them, or
8 recreational facilities, the tenant shall be given written notice under
9 this chapter of a six month period in which to comply or vacate;

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

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

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

21 (e) Change of land use of the mobile home park including, but not
22 limited to, conversion to a use other than for mobile homes or
23 conversion of the mobile home park to a mobile home park cooperative or
24 mobile home park subdivision: PROVIDED, That the landlord shall give
25 the tenants twelve months' notice in advance of the effective date of
26 such change, except that for the period of six months following April
27 28, 1989, the landlord shall give the tenants eighteen months' notice
28 in advance of the proposed effective date of such change;

29 (f) Engaging in "drug-related activity." "Drug-related activity"
30 means that activity which constitutes a violation of chapter 69.41,

1 69.50, or 69.52 RCW. A park owner seeking to evict a tenant pursuant
2 to this subsection need not produce evidence of a criminal conviction,
3 even if the alleged misconduct constitutes a criminal offense. Notice
4 from a law enforcement agency of drug activity pursuant to RCW
5 59.20.155 shall constitute sufficient grounds, but not the only
6 grounds, for an eviction under this subsection. If drug-related
7 activity is alleged to be a basis of termination, the park owner may
8 proceed directly to an unlawful detainer action; or

9 (g) The tenant's application for tenancy contained a material
10 misstatement which induced the park owner to approve the tenant as a
11 resident of the park, and the park owner discovers and acts upon the
12 misstatement within one year of the time the resident began paying
13 rent.

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

21 ~~(3))~~ Within five days of a notice of eviction as required by
22 subsection (1)(a) ~~((or (2))~~ of this section, the landlord and tenant
23 shall submit any dispute~~((, including the decision to terminate the~~
24 ~~tenancy without cause,))~~ to mediation. The parties may agree in
25 writing to mediation by an independent third party or through industry
26 mediation procedures. If the parties cannot agree, then mediation
27 shall be through industry mediation procedures. A duty is imposed upon
28 both parties to participate in the mediation process in good faith for
29 a period of ten days for an eviction under subsection (1)(a) of this
30 section~~((, or for a period of thirty days for an eviction under~~

1 ~~subsection (2) of this section~~). It is a defense to an eviction under
2 subsection (1)(a) (~~or (2)~~) of this section that a landlord did not
3 participate in the mediation process in good faith.

4 **Sec. 2.** RCW 59.20.090 and 1980 c 152 s 2 are each amended to read
5 as follows:

6 (1) Unless otherwise agreed rental agreements shall be for a term
7 of one year. Any rental agreement of whatever duration shall be
8 automatically renewed for the term of the original rental agreement,
9 unless(~~;~~

10 ~~(a)) a different specified term is agreed upon(~~;~~ or~~

11 ~~(b) The landlord serves notice of termination without cause upon~~
12 ~~the tenant prior to the expiration of the rental agreement: PROVIDED,~~
13 ~~That under such circumstances, at the expiration of the prior rental~~
14 ~~agreement the tenant shall be considered a month-to-month tenant upon~~
15 ~~the same terms as in the prior rental agreement until the tenancy is~~
16 ~~terminated)).~~

17 (2) A landlord seeking to increase the rent upon expiration of the
18 term of a rental agreement of any duration shall notify the tenant in
19 writing three months prior to the effective date of any increase in
20 rent(~~;~~ PROVIDED, That if a landlord serves a tenant with notice of a
21 rental increase at the same time or subsequent to serving the tenant
22 with notice of termination without cause, such rental increase shall
23 not become effective until the date the tenant is required to vacate
24 the leased premises pursuant to the notice of termination or three
25 months from the date notice of rental increase is served, whichever is
26 later)).

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

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

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

12 NEW SECTION. **Sec. 3.** If any provision of this act or its
13 application to any person or circumstance is held invalid, the
14 remainder of the act or the application of the provision to other
15 persons or circumstances is not affected.