
HOUSE BILL 1539

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By Representatives Leonard, Ogden, Brough, Vance, Pruitt, Talcott, G. Cole, Flemming and H. Myers

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1 AN ACT Relating to the mobile home landlord-tenant act; amending
2 RCW 59.20.070, 59.20.075, 59.20.080, and 59.20.090; adding new sections
3 to chapter 59.20 RCW; and prescribing penalties.

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

5 NEW SECTION. **Sec. 1.** (1) Rules are enforceable against a tenant
6 only if:

7 (a) Their purpose is to promote the convenience, safety or welfare
8 of the residents, protect and preserve the premises from abusive use,
9 or make a fair distribution of services and facilities made available
10 for the tenants generally;

11 (b) They are reasonably related to the purpose for which they are
12 adopted;

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

14 (d) They are not for the purpose of evading an obligation of
15 the landlord;

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

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

1 (2) At least thirty days' written notice must be provided to all
2 tenants in the mobile home park before any changes, additions,
3 deletions, or amendments to the rules can become effective unless the
4 tenants consent.

5 NEW SECTION. **Sec. 2.** If the tenant fails to comply with RCW
6 59.20.140, and the noncompliance can substantially affect the health
7 and safety of the tenant or other tenants, or substantially increase
8 the hazards of fire or accident that can be remedied by repair,
9 replacement of a damaged item, or cleaning, the tenant shall comply
10 within fifteen days after the sending of written notice by the landlord
11 specifying the noncompliance, or, in the case of emergency as promptly
12 as conditions require. If the tenant fails to remedy the condition in
13 noncompliance within that period the landlord may enter the mobile home
14 lot and cause the work to be done in a skillful manner, and submit an
15 itemized bill of the actual and reasonable cost of repair. The bill
16 may be made payable on the next date when periodic rent is due, or on
17 terms that are mutually agreed to by the landlord and tenant, or
18 immediately if the tenancy is terminated.

19 NEW SECTION. **Sec. 3.** (1) If a court finds as a matter of law
20 that:

21 (a) A rental agreement, or any clause of it, was unconscionable at
22 the time it was made, it may refuse to enforce the rental agreement or
23 it may enforce the remainder of the rental agreement without the
24 unconscionable clause. The court may also limit the application of the
25 unconscionable clause to avoid any unconscionable result.

26 (b) A settlement in which a party waives or agrees to forego a
27 claim or right under this chapter or under the rental agreement was
28 unconscionable at the time it was made, the court may refuse to enforce
29 the settlement, or it may enforce the remainder of the settlement
30 without the unconscionable provision. The court may also limit the
31 application of any unconscionable provision to avoid an unconscionable
32 result.

33 (2) When it is claimed or appears to the court that the rental
34 agreement or settlement, or any clause of it, may be unconscionable,
35 the parties shall be afforded an opportunity to present evidence as to
36 the setting, purpose, and effect to aid the court in making its
37 determination.

1 NEW SECTION. **Sec. 4.** 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. 5.** (1) If a landlord uses a rental agreement
23 containing provisions known by the landlord to be prohibited under RCW
24 59.20.060(2), then the tenant may recover actual damages sustained or
25 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.

30 (3) If a landlord retaliates against a tenant in violation of RCW
31 59.20.070(4), a court in its discretion may award an amount not to
32 exceed five hundred dollars for each violation in addition to actual
33 damages sustained.

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

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

1 NEW SECTION. **Sec. 6.** Any person who violates the terms of a
2 restraining order or an injunction issued by a court to prevent
3 violations of this chapter, or any of the terms of an assurance of
4 voluntary compliance duly filed in court, shall pay to the court a
5 civil penalty not to exceed one thousand dollars for each violation.
6 For the purposes of this section, the court issuing the restraining
7 order or injunction, or in which an assurance of voluntary compliance
8 is filed, shall retain jurisdiction over the action.

9 NEW SECTION. **Sec. 7.** The attorney general may bring an action in
10 the name of the state against any person to restrain and prevent the
11 doing of any act prohibited or declared to be unlawful in this chapter.
12 The prevailing party may, in the discretion of the court, recover the
13 costs of the action including a reasonable attorney's fee.

14 **Sec. 8.** RCW 59.20.070 and 1987 c 253 s 1 are each amended to read
15 as follows:

16 A landlord shall not:

17 (1) Deny any tenant the right to sell such tenant's mobile home
18 within a park or require the removal of the mobile home from the park
19 because of the sale thereof. Requirements for the transfer of the
20 rental agreement are in RCW 59.20.073;

21 (2) Restrict the tenant's freedom of choice in purchasing goods or
22 services but may reserve the right to approve or disapprove any
23 exterior structural improvements on a mobile home space: PROVIDED,
24 That door-to-door solicitation in the mobile home park may be
25 restricted in the rental agreement;

26 (3) Restrict tenants from forming "blockwatch" groups or other
27 similar groups for security purposes that are recognized by a local law
28 enforcement agency;

29 (4) Prohibit meetings by tenants of the mobile home park to discuss
30 mobile home living and affairs, including forums for or speeches of
31 public officials or candidates for public office held in any of the
32 park community or recreation halls if these halls are open for the use
33 of the tenants, conducted at reasonable times and in an orderly manner
34 on the premises, or prohibit any public official or candidate from
35 meeting with or distributing information to tenants at their individual
36 mobile homes, nor penalize any tenant for participation in such
37 activities;

1 ~~((4))~~ (5) Evict a tenant, terminate a rental agreement, decline
2 to renew a rental agreement, increase rental or other tenant
3 obligations, decrease services, or modify park rules in retaliation for
4 any of the following actions on the part of a tenant taken in good
5 faith:

6 (a) Filing a complaint with any state, county, or municipal
7 governmental authority relating to any alleged violation by the
8 landlord of an applicable statute, ~~((regulation))~~ rule, or ordinance;

9 (b) Requesting the landlord to comply with the provision of this
10 chapter or other applicable statute, ~~((regulation))~~ rule, or ordinance
11 of the state, county, or municipality;

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

13 (d) Participation or membership in any homeowners association or
14 group;

15 ~~((5))~~ (6) Charge to any tenant a utility fee in excess of actual
16 utility costs or intentionally cause termination or interruption of any
17 tenant's utility services, including water, heat, electricity, or gas,
18 except when an interruption of a reasonable duration is required to
19 make necessary repairs;

20 ~~((6))~~ (7) Remove or exclude a tenant from the premises unless
21 this chapter is complied with or the exclusion or removal is under an
22 appropriate court order; or

23 ~~((7))~~ (8) Prevent the entry or require the removal of a mobile
24 home for the sole reason that the mobile home has reached a certain
25 age. Nothing in this subsection shall limit a landlords' right to
26 exclude or expel a mobile home for any other reason provided such
27 action conforms to chapter 59.20 RCW or any other statutory provision.

28 **Sec. 9.** RCW 59.20.075 and 1984 c 58 s 3 are each amended to read
29 as follows:

30 Initiation by the landlord of any action listed in RCW
31 59.20.070~~((4))~~(5) within one hundred ~~((twenty))~~ eighty days after a
32 good faith and lawful act by the tenant or within one hundred
33 ~~((twenty))~~ eighty days after any inspection or proceeding of a
34 governmental agency resulting from such act, shall create a rebuttable
35 presumption affecting the burden of proof, that the action is a
36 reprisal or retaliatory action against the tenant: PROVIDED, ~~((That if~~
37 ~~the court finds that the tenant made a complaint or report to a~~
38 ~~governmental authority within one hundred twenty days after notice of~~

1 a proposed increase in rent or other action in good faith by the
2 landlord, there is a rebuttable presumption that the complaint or
3 report was not made in good faith: PROVIDED FURTHER,)) That no
4 presumption against the landlord shall arise under this section, with
5 respect to an increase in rent, if the landlord, in a notice to the
6 tenant of increase in rent, specifies reasonable grounds for ((said))
7 the increase, which grounds may include a substantial increase in
8 market value due to remedial action under this chapter.

9 **Sec. 10.** RCW 59.20.080 and 1989 c 201 s 12 are each amended to
10 read as follows:

11 (1) (~~Except as provided in subsection (2) of this section, the~~)
12 A landlord shall not terminate or fail to renew a tenancy, of whatever
13 duration except for one or more of the following reasons:

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

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

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

36 (d) Failure of the tenant to comply with local ordinances and state
37 laws and regulations relating to mobile homes or mobile home living

1 within a reasonable time after the tenant's receipt of notice of such
2 noncompliance from the appropriate governmental agency;

3 (e) Change of land use of the mobile home park including, but not
4 limited to, conversion to a use other than for mobile homes or
5 conversion of the mobile home park to a mobile home park cooperative or
6 mobile home park subdivision: PROVIDED, That the landlord shall give
7 the tenants twelve months' notice in advance of the effective date of
8 such change, except that for the period of six months following April
9 28, 1989, the landlord shall give the tenants eighteen months' notice
10 in advance of the proposed effective date of such change;

11 (f) Engaging in "drug-related activity." "Drug-related activity"
12 means that activity which constitutes a violation of chapter 69.41,
13 69.50, or 69.52 RCW. A park owner seeking to evict a tenant pursuant
14 to this subsection need not produce evidence of a criminal conviction,
15 even if the alleged misconduct constitutes a criminal offense. Notice
16 from a law enforcement agency of drug activity pursuant to RCW
17 59.20.155 shall constitute sufficient grounds, but not the only
18 grounds, for an eviction under this subsection. If drug-related
19 activity is alleged to be a basis of termination, the park owner may
20 proceed directly to an unlawful detainer action; or

21 (g) The tenant's application for tenancy contained a material
22 misstatement which induced the park owner to approve the tenant as a
23 resident of the park, and the park owner discovers and acts upon the
24 misstatement within one year of the time the resident began paying
25 rent.

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

33 ~~(3))~~ Within five days of a notice of eviction as required by
34 subsection (1)(a) ~~((or (2))~~) of this section, the landlord and tenant
35 shall submit any dispute~~((, including the decision to terminate the~~
36 ~~tenancy without cause,))~~ to mediation. The parties may agree in
37 writing to mediation by an independent third party or through industry
38 mediation procedures. If the parties cannot agree, then mediation
39 shall be through industry mediation procedures. A duty is imposed upon

1 both parties to participate in the mediation process in good faith for
2 a period of ten days for an eviction under subsection (1)(a) of this
3 section(~~(, or for a period of thirty days for an eviction under~~
4 ~~subsection (2) of this section)~~). It is a defense to an eviction under
5 subsection (1)(a) (~~(or (2))~~) of this section that a landlord did not
6 participate in the mediation process in good faith.

7 **Sec. 11.** RCW 59.20.090 and 1980 c 152 s 2 are each amended to read
8 as follows:

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

13 (a) A different specified term is agreed upon; or

14 (b) The landlord serves notice of termination (~~(without cause upon~~
15 ~~the tenant prior to the expiration of the rental agreement: PROVIDED,~~
16 ~~That under such circumstances, at the expiration of the prior rental~~
17 ~~agreement the tenant shall be considered a month to month tenant upon~~
18 ~~the same terms as in the prior rental agreement until the tenancy is~~
19 ~~terminated)~~) for one of the reasons set forth in RCW 59.20.080.

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

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

32 (4)(a) The tenant may terminate the rental agreement upon thirty
33 days written notice whenever a change in the location of the tenant's
34 employment requires a change in his residence, and shall not be liable
35 for rental following such termination unless after due diligence and
36 reasonable effort the landlord is not able to rent the mobile home lot
37 at a fair rental. If the landlord is not able to rent the lot, the

1 tenant shall remain liable for the rental specified in the rental
2 agreement until the lot is rented or the original term ends;

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

6 NEW SECTION. **Sec. 12.** Sections 1 through 7 of this act are each
7 added to chapter 59.20 RCW.

8 NEW SECTION. **Sec. 13.** If any provision of this act or its
9 application to any person or circumstance is held invalid, the
10 remainder of the act or the application of the provision to other
11 persons or circumstances is not affected.

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