

2 **SB 5164** - H COMM AMD **ADOPTED 3-4-98**

3 By Committee on Trade & Economic Development

4

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

7 "**Sec. 1.** RCW 59.20.030 and 1993 c 66 s 15 are each amended to read
8 as follows:

9 For purposes of this chapter:

10 (1) "Abandoned" as it relates to a mobile home owned by a tenant in
11 a mobile home park, mobile home park cooperative, or mobile home park
12 subdivision or tenancy in a mobile home lot means the tenant has
13 defaulted in rent and by absence and by words or actions reasonably
14 indicates the intention not to continue tenancy;

15 (2) "Landlord" means the owner of a mobile home park and includes
16 the agents of a landlord;

17 (3) "Mobile home lot" means a portion of a mobile home park
18 designated as the location of one mobile home and its accessory
19 buildings, and intended for the exclusive use as a primary residence by
20 the occupants of that mobile home;

21 (4) "Mobile home park" means any real property which is rented or
22 held out for rent to others for the placement of two or more mobile
23 homes for the primary purpose of production of income, except where
24 such real property is rented or held out for rent for seasonal
25 recreational purpose only and is not intended for year-round occupancy;

26 (5) "Mobile home park cooperative" means real property consisting
27 of common areas and two or more lots held out for placement of mobile
28 homes in which both the individual lots and the common areas are owned
29 by an association of shareholders which leases or otherwise extends the
30 right to occupy individual lots to its own members;

31 (6) "Mobile home park subdivision" means real property, whether it
32 is called a subdivision, condominium, or planned unit development,
33 consisting of common areas and two or more lots held for placement of
34 mobile homes in which there is private ownership of the individual lots
35 and common, undivided ownership of the common areas by owners of the
36 individual lots;

1 (7) "Recreational vehicle" means a travel trailer, motor home,
2 truck camper, or camping trailer that is primarily designed and used as
3 temporary living quarters, is either self-propelled or mounted on or
4 drawn by another vehicle, is transient, is not occupied as a primary
5 residence, and is not immobilized or permanently affixed to a mobile
6 home lot;

7 (8) "Tenant" means any person, except a transient, who rents a
8 mobile home lot; ((and))

9 (9) "Transient" means a person who rents a mobile home lot for a
10 period of less than one month for purposes other than as a primary
11 residence;

12 (10) "Occupant" means any person, including a live-in care
13 provider, other than a tenant, who occupies a mobile home and mobile
14 home lot.

15 **Sec. 2.** RCW 59.20.080 and 1993 c 66 s 19 are each amended to read
16 as follows:

17 (1) A landlord shall not terminate or fail to renew a tenancy of a
18 tenant or the occupancy of an occupant, of whatever duration except for
19 one or more of the following reasons:

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

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

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

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

9 (e) Change of land use of the mobile home park including, but not
10 limited to, conversion to a use other than for mobile homes or
11 conversion of the mobile home park to a mobile home park cooperative or
12 mobile home park subdivision: PROVIDED, That the landlord shall give
13 the tenants twelve months' notice in advance of the effective date of
14 such change, except that for the period of six months following April
15 28, 1989, the landlord shall give the tenants eighteen months' notice
16 in advance of the proposed effective date of such change;

17 (f) Engaging in "criminal activity." "Criminal activity" means a
18 criminal act defined by statute or ordinance that threatens the health,
19 safety, or welfare of the tenants. A park owner seeking to evict a
20 tenant or occupant under this subsection need not produce evidence of
21 a criminal conviction, even if the alleged misconduct constitutes a
22 criminal offense. Notice from a law enforcement agency of criminal
23 activity constitutes sufficient grounds, but not the only grounds, for
24 an eviction under this subsection. Notification of the seizure of
25 illegal drugs under RCW 59.20.155 is evidence of criminal activity and
26 is grounds for an eviction under this subsection. The requirement that
27 any tenant or occupant register as a sex offender under RCW 9A.44.130
28 is grounds for eviction under this subsection. If criminal activity is
29 alleged to be a basis of termination, the park owner may proceed
30 directly to an unlawful detainer action;

31 (g) The tenant's application for tenancy contained a material
32 misstatement that induced the park owner to approve the tenant as a
33 resident of the park, and the park owner discovers and acts upon the
34 misstatement within one year of the time the resident began paying
35 rent;

36 (h) If the landlord serves a tenant three fifteen-day notices
37 within a twelve-month period to comply or vacate for failure to comply
38 with the material terms of the rental agreement or park rules. The

1 applicable twelve-month period shall commence on the date of the first
2 violation;

3 (i) Failure of the tenant to comply with obligations imposed upon
4 tenants by applicable provisions of municipal, county, and state codes,
5 statutes, ordinances, and regulations, including chapter 59.20 RCW.
6 The landlord shall give the tenant written notice to comply
7 immediately. The notice must state that failure to comply will result
8 in termination of the tenancy and that the tenant shall vacate the
9 premises within fifteen days;

10 (j) The tenant engages in disorderly or substantially annoying
11 conduct upon the park premises that results in the destruction of the
12 rights of others to the peaceful enjoyment and use of the premises.
13 The landlord shall give the tenant written notice to comply
14 immediately. The notice must state that failure to comply will result
15 in termination of the tenancy and that the tenant shall vacate the
16 premises within fifteen days;

17 (k) The tenant creates a nuisance that materially affects the
18 health, safety, and welfare of other park residents. The landlord
19 shall give the tenant written notice to cease the conduct that
20 constitutes a nuisance immediately. The notice must state that failure
21 to cease the conduct will result in termination of the tenancy and that
22 the tenant shall vacate the premises in five days;

23 (l) Any other substantial just cause that materially affects the
24 health, safety, and welfare of other park residents. The landlord
25 shall ((be)) give ((~~{shall give}~~)) the tenant written notice to comply
26 immediately. The notice must state that failure to comply will result
27 in termination of the tenancy and that the tenant shall vacate the
28 premises within fifteen days; or

29 (m) Failure to pay rent by the due date provided for in the rental
30 agreement three or more times in a twelve-month period, commencing with
31 the date of the first violation, after service of a five-day notice to
32 comply or vacate.

33 (2) Within five days of a notice of eviction as required by
34 subsection (1)(a) of this section, the landlord and tenant shall submit
35 any dispute to mediation. The parties may agree in writing to
36 mediation by an independent third party or through industry mediation
37 procedures. If the parties cannot agree, then mediation shall be
38 through industry mediation procedures. A duty is imposed upon both
39 parties to participate in the mediation process in good faith for a

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

5 (3) Chapters 59.12 and 59.18 RCW govern the eviction of
6 recreational vehicles from mobile home parks.

7 **Sec. 3.** 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)).~~

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 Correct the title.

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