
SENATE BILL 6687

State of Washington

55th Legislature

1998 Regular Session

By Senators Prentice, Winsley, Hale, Kline, Wood and Finkbeiner

Read first time 01/27/98. Referred to Committee on Financial Institutions, Insurance & Housing.

1 AN ACT Relating to mobile home park landlord-tenant relations;
2 amending RCW 59.20.050, 59.20.090, and 59.20.160; reenacting and
3 amending RCW 59.20.060; adding a new section to chapter 59.20 RCW;
4 adding a new chapter to Title 18 RCW; and prescribing penalties.

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

6 NEW SECTION. **Sec. 1.** The purpose of this chapter is to establish
7 a registration program for mobile home parks in the state.

8 NEW SECTION. **Sec. 2.** Unless the context clearly requires
9 otherwise, the definitions in this section apply throughout this
10 chapter.

11 (1) "Department" means the department of community, trade, and
12 economic development.

13 (2) "Director" means the director of the department of community,
14 trade, and economic development.

15 (3) "Mobile home park" has the same meaning as in RCW 59.20.030.

16 NEW SECTION. **Sec. 3.** A mobile home park shall not operate in this
17 state without first registering with the department to do business as

1 a mobile home park on a form approved by the department. The form
2 shall include a sworn affidavit that the owner of the park has read and
3 is familiar with the mobile home landlord-tenant act, chapter 59.20
4 RCW, has supplied a copy of the act to the resident manager of the
5 park, and has determined that the park manager knows and understands
6 the provisions of the mobile home landlord-tenant act.

7 NEW SECTION. **Sec. 4.** The department has the power to enforce and
8 ensure compliance with the provisions of this chapter relating to the
9 registration of mobile home parks.

10 NEW SECTION. **Sec. 5.** If the department has reasonable cause to
11 believe that a violation of this chapter has occurred, the department
12 may institute enforcement proceedings in its own name against any
13 mobile home park owner as follows:

14 (1) The department may issue an order requiring the owner to cease
15 and desist from the unlawful practice and take such affirmative action
16 as in the judgment of the department will carry out the purposes of
17 this chapter;

18 (2) The department may bring an action in superior court for
19 declaratory relief or injunctive relief; or

20 (3) The department may impose a civil penalty against an owner for
21 any violation of this chapter that does not exceed one thousand dollars
22 per violation. If an owner fails to pay the civil penalty, the
23 department may issue an order directing that the owner cease and desist
24 from further operation of the mobile home park until such time as the
25 civil penalty is paid or pursue enforcement of the penalty in a court
26 of competent jurisdiction. Any action commenced by the department
27 shall be brought in the county in which the department has its
28 executive offices or in the county where the violation occurred. A
29 resident or tenant living in a mobile home park or renting a home in a
30 mobile home park may institute an action in the appropriate court
31 against a mobile home park owner to enforce this chapter. In any
32 action brought to enforce this chapter the prevailing party shall be
33 awarded his or her reasonable attorneys' fees and costs.

34 **Sec. 6.** RCW 59.20.050 and 1981 c 304 s 37 are each amended to read
35 as follows:

1 (1) No landlord may offer a mobile home lot for rent to anyone
2 without offering a written rental agreement for a term of ~~((one))~~ five
3 years or more. No landlord may offer to anyone any rental agreement
4 for a term of ~~((one))~~ five years or more for which the monthly rental
5 is greater, or the terms of payment or other material conditions more
6 burdensome to the tenant, than any month-to-month rental agreement also
7 offered to such tenant or prospective tenant. Anyone who desires to
8 occupy a mobile home lot for other than a term of ~~((one))~~ five years or
9 more may have the option to be on a month-to-month basis but must
10 waive, in writing, the right to such ~~((one))~~ five years or more term:
11 PROVIDED, That annually, at any anniversary date of the tenancy the
12 tenant may require that the landlord provide a written rental agreement
13 for a term of ~~((one))~~ five years. No landlord shall allow a mobile
14 home to be moved into a mobile home park in this state until a written
15 rental agreement has been signed by and is in the possession of the
16 parties: PROVIDED, That if the landlord allows the tenant to move a
17 mobile home into a mobile home park without obtaining a written rental
18 agreement for a term of ~~((one))~~ five years or more, or a written waiver
19 of the right to a ~~((one-year))~~ term of five years or more, the term of
20 the tenancy shall be deemed to be for ~~((one))~~ five years from the date
21 of occupancy of the mobile home lot;

22 (2) The requirements of subsection (1) of this section shall not
23 apply if:

24 (a) The mobile home park or part thereof has been acquired or is
25 under imminent threat of condemnation for a public works project, or

26 (b) An employer-employee relationship exists between a landlord and
27 tenant;

28 (3) The provisions of this section shall apply to any tenancy upon
29 expiration of the term of any oral or written rental agreement
30 governing such tenancy.

31 **Sec. 7.** RCW 59.20.060 and 1990 c 174 s 1 and 1990 c 169 s 1 are
32 each reenacted and amended to read as follows:

33 (1) Any mobile home space tenancy regardless of the term, shall be
34 based upon a written rental agreement, signed by the parties, which
35 shall contain:

36 (a) The terms for the payment of rent, including time and place,
37 and any additional charges to be paid by the tenant. Additional

1 charges that occur less frequently than monthly shall be itemized in a
2 billing to the tenant;

3 (b) Reasonable rules for guest parking which shall be clearly
4 stated;

5 (c) The rules and regulations of the park;

6 (d) The name and address of the person who is the landlord, and if
7 such person does not reside in the state there shall also be designated
8 by name and address a person who resides in the county where the mobile
9 home park is located who is authorized to act as agent for the purposes
10 of service of notices and process. If no designation is made of a
11 person to act as agent, then the person to whom rental payments are to
12 be made shall be considered the agent;

13 (e) The name and address of any party who has a secured interest in
14 the mobile home;

15 (f) A forwarding address of the tenant or the name and address of
16 a person who would likely know the whereabouts of the tenant in the
17 event of an emergency or an abandonment of the mobile home;

18 (g)(i) A covenant by the landlord that, except for acts or events
19 beyond the control of the landlord, the mobile home park will not be
20 converted to a land use that will prevent the space that is the subject
21 of the lease from continuing to be used for its intended use for a
22 period of three years after the beginning of the term of the rental
23 agreement;

24 (ii) A rental agreement may, in the alternative, contain a
25 statement that the park may be sold or otherwise transferred at any
26 time with the result that subsequent owners may close the mobile home
27 park, or that the landlord may close the park at any time after the
28 required notice. The covenant or statement required by this subsection
29 must appear in print that is larger than the other text of the lease
30 and must be set off by means of a box, blank space, or comparable
31 visual device;

32 The requirements of this subsection shall apply to tenancies
33 initiated after April 28, 1989.

34 (h) The terms and conditions under which any deposit or portion
35 thereof may be withheld by the landlord upon termination of the rental
36 agreement if any moneys are paid to the landlord by the tenant as a
37 deposit or as security for performance of the tenant's obligations in
38 a rental agreement;

1 (i) A listing of the utilities, services, and facilities which will
2 be available to the tenant during the tenancy and the nature of the
3 fees, if any, to be charged;

4 (j) A description of the boundaries of a mobile home space
5 sufficient to inform the tenant of the exact location of the tenant's
6 space in relation to other tenants' spaces;

7 (k) A statement of the current zoning of the land on which the
8 mobile home park is located; and

9 (l) A statement of the expiration date of any conditional use,
10 temporary use, or other land use permit subject to a fixed expiration
11 date that is necessary for the continued use of the land as a mobile
12 home park.

13 (2) Any rental agreement executed between the landlord and tenant
14 shall not contain any provision:

15 (a) Which allows the landlord to charge a fee for guest parking
16 unless a violation of the rules for guest parking occurs: PROVIDED,
17 That a fee may be charged for guest parking which covers an extended
18 period of time as defined in the rental agreement;

19 (b) Which authorizes the towing or impounding of a vehicle except
20 upon notice to the owner thereof or the tenant whose guest is the owner
21 of the vehicle;

22 (c) Which allows the landlord to alter the due date for rent
23 payment or increase the rent: (i) During the term of the rental
24 agreement if the term is less than one year, or (ii) more frequently
25 than annually if the term is for one year or more: PROVIDED, That a
26 rental agreement may include an escalation clause for a pro rata share
27 of any increase in the mobile home park's real property taxes or
28 utility assessments or charges, over the base taxes or utility
29 assessments or charges of the year in which the rental agreement took
30 effect, if the clause also provides for a pro rata reduction in rent or
31 other charges in the event of a reduction in real property taxes or
32 utility assessments or charges, below the base year: PROVIDED FURTHER,
33 That a rental agreement for a term exceeding one year may provide for
34 annual increases in rent in specified amounts or by a formula specified
35 in such agreement;

36 (d) By which the tenant agrees to waive or forego rights or
37 remedies under this chapter;

38 (e) Allowing the landlord to charge an "entrance fee" or an "exit
39 fee";

1 (f) Which allows the landlord to charge a fee for guests(~~(;~~
2 ~~PROVIDED, That a landlord may establish rules charging for guests who~~
3 ~~remain on the premises for more than fifteen days in any sixty day~~
4 ~~period)~~). However, if any utilities are billed to the park as a single
5 billing and prorated among all tenants, the landlord may establish
6 rules providing for charges reasonably related to increased utility
7 charges incurred by guests that reside with a tenant for longer than
8 thirty days;

9 (g) By which the tenant agrees to waive or forego homestead rights
10 provided by chapter 6.13 RCW. This subsection shall not prohibit such
11 waiver after a default in rent so long as such waiver is in writing
12 signed by the husband and wife or by an unmarried claimant and in
13 consideration of the landlord's agreement not to terminate the tenancy
14 for a period of time specified in the waiver if the landlord would be
15 otherwise entitled to terminate the tenancy under this chapter; or

16 (h) By which, at the time the rental agreement is entered into, the
17 landlord and tenant agree to the selection of a particular arbitrator.

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

20 (1) Unless otherwise agreed rental agreements shall be for a term
21 of one year. Any rental agreement of whatever duration shall be
22 automatically renewed for the term of the original rental agreement,
23 unless(~~(;~~

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

25 ~~(b) The landlord serves notice of termination without cause upon~~
26 ~~the tenant prior to the expiration of the rental agreement: PROVIDED,~~
27 ~~That under such circumstances, at the expiration of the prior rental~~
28 ~~agreement the tenant shall be considered a month to month tenant upon~~
29 ~~the same terms as in the prior rental agreement until the tenancy is~~
30 ~~terminated))).~~

31 (2) A landlord seeking to increase the rent upon expiration of the
32 term of a rental agreement of any duration shall notify the tenant in
33 writing three months prior to the effective date of any increase in
34 rent(~~(;~~ ~~PROVIDED, That if a landlord serves a tenant with notice of a~~
35 ~~rental increase at the same time or subsequent to serving the tenant~~
36 ~~with notice of termination without cause, such rental increase shall~~
37 ~~not become effective until the date the tenant is required to vacate~~
38 ~~the leased premises pursuant to the notice of termination or three~~

1 months from the date notice of rental increase is served, whichever is
2 later)).

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

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

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

16 **Sec. 9.** RCW 59.20.160 and 1984 c 58 s 17 are each amended to read
17 as follows:

18 (1) If any moneys are paid to the landlord by the tenant as a
19 deposit or as security for performance of the tenant's obligations in
20 a written rental agreement, such rental agreement shall include the
21 terms and conditions under which the deposit or portion thereof may be
22 withheld by the landlord upon termination of the rental agreement. If
23 all or part of the deposit may be withheld to indemnify the landlord
24 for damages to the mobile home space for which the tenant is
25 responsible, the rental agreement shall so specify. It is unlawful to
26 charge or collect a deposit or security for performance if the parties
27 have not entered into a written rental agreement.

28 (2) Any money collected from a tenant for a deposit or as security
29 shall be placed in an interest-bearing account in a depository
30 institution, and the accrued interest shall be paid to the tenant at
31 the termination of the rental agreement or every five years, whichever
32 occurs first. The landlord has the right to proceed against the tenant
33 to recover sums exceeding the principal amount of the tenant's security
34 deposit for damage to the property for which the tenant is responsible.
35 The rental agreement shall include the name and location of the
36 depository institution where the money is deposited. The tenant shall
37 be notified of all subsequent changes in the location of the funds.

1 NEW SECTION. **Sec. 10.** A new section is added to chapter 59.20 RCW
2 to read as follows:

3 The legislature finds that the practices covered by this chapter
4 are matters vitally affecting the public interest for the purpose of
5 applying the consumer protection act, chapter 19.86 RCW. A violation
6 of this chapter is not reasonable in relation to the development and
7 preservation of business and is an unfair or deceptive act in trade or
8 commerce and an unfair method of competition for the purpose of
9 applying the consumer protection act, chapter 19.86 RCW.

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

14 NEW SECTION. **Sec. 12.** Sections 1 through 5 of this act constitute
15 a new chapter in Title 18 RCW.

--- END ---