
SENATE BILL 5372

State of Washington

56th Legislature

1999 Regular Session

By Senators Fraser, Prentice, Winsley, Costa, Patterson, Goings, Wojahn, Eide and Fairley

Read first time 01/21/1999. Referred to Committee on Commerce, Trade, Housing & Financial Institutions.

1 AN ACT Relating to mobile home park landlord-tenant agreements;
2 amending RCW 59.20.160; and reenacting and amending RCW 59.20.060.

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

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

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

9 (a) The terms for the payment of rent, including time and place,
10 and any additional charges to be paid by the tenant. Additional
11 charges that occur less frequently than monthly shall be itemized in a
12 billing to the tenant;

13 (b) Reasonable rules for guest parking which shall be clearly
14 stated;

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

16 (d) The name and address of the person who is the landlord, and if
17 such person does not reside in the state there shall also be designated
18 by name and address a person who resides in the county where the mobile
19 home park is located who is authorized to act as agent for the purposes

1 of service of notices and process. If no designation is made of a
2 person to act as agent, then the person to whom rental payments are to
3 be made shall be considered the agent;

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

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

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

15 (ii) A rental agreement may, in the alternative, contain a
16 statement that the park may be sold or otherwise transferred at any
17 time with the result that subsequent owners may close the mobile home
18 park, or that the landlord may close the park at any time after the
19 required notice. The covenant or statement required by this subsection
20 must appear in print that is larger than the other text of the lease
21 and must be set off by means of a box, blank space, or comparable
22 visual device;

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

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

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

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

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

38 (l) A statement of the expiration date of any conditional use,
39 temporary use, or other land use permit subject to a fixed expiration

1 date that is necessary for the continued use of the land as a mobile
2 home park.

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

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

9 (b) Which authorizes the towing or impounding of a vehicle except
10 upon notice to the owner thereof or the tenant whose guest is the owner
11 of the vehicle;

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

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

28 (e) Allowing the landlord to charge an "entrance fee" or an "exit
29 fee";

30 (f) Which allows the landlord to charge a fee for guests(~~(+)~~
31 ~~PROVIDED, That a landlord may establish rules charging for guests who~~
32 ~~remain on the premises for more than fifteen days in any sixty-day~~
33 ~~period)). However, if any utilities are billed to the park as a single
34 billing and prorated among all tenants, the landlord may establish
35 rules providing for charges reasonably related to increased utility
36 charges incurred by guests that reside with a tenant for longer than
37 thirty days;~~

38 (g) By which the tenant agrees to waive or forego homestead rights
39 provided by chapter 6.13 RCW. This subsection shall not prohibit such

1 waiver after a default in rent so long as such waiver is in writing
2 signed by the husband and wife or by an unmarried claimant and in
3 consideration of the landlord's agreement not to terminate the tenancy
4 for a period of time specified in the waiver if the landlord would be
5 otherwise entitled to terminate the tenancy under this chapter; or

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

8 **Sec. 2.** RCW 59.20.160 and 1984 c 58 s 17 are each amended to read
9 as follows:

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

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

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