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ENGROSSED SECOND SUBSTITUTE SENATE BILL 5134

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State of Washington 57th Legislature

2002 Regular Session

By Senate Committee on Labor, Commerce & Financial Institutions  
(originally sponsored by Senators Kastama, Winsley and Regala)

READ FIRST TIME 02/05/2002.

1 AN ACT Relating to the mobile home landlord-tenant act; and  
2 amending RCW 59.20.030, 59.20.070, 59.20.073, and 59.20.080.

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

4 **Sec. 1.** RCW 59.20.030 and 1999 c 359 s 2 are each amended to read  
5 as follows:

6 For purposes of this chapter:

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

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

15 (3) "Manufactured home" means a single-family dwelling built  
16 according to the United States department of housing and urban  
17 development manufactured home construction and safety standards act,  
18 which is a national preemptive building code. A manufactured home  
19 also: (a) Includes plumbing, heating, air conditioning, and electrical

1 systems; (b) is built on a permanent chassis; and (c) can be  
2 transported in one or more sections with each section at least eight  
3 feet wide and forty feet long when transported, or when installed on  
4 the site is three hundred twenty square feet or greater;

5 (4) "Mobile home" means a factory-built dwelling built prior to  
6 June 15, 1976, to standards other than the United States department of  
7 housing and urban development code, and acceptable under applicable  
8 state codes in effect at the time of construction or introduction of  
9 the home into the state. Mobile homes have not been built since the  
10 introduction of the United States department of housing and urban  
11 development manufactured home construction and safety act;

12 (5) "Mobile home lot" means a portion of a mobile home park or  
13 manufactured housing community designated as the location of one mobile  
14 home, manufactured home, or park model and its accessory buildings, and  
15 intended for the exclusive use as a primary residence by the occupants  
16 of that mobile home, manufactured home, or park model;

17 (6) "Mobile home park" or "manufactured housing community" means  
18 any real property which is rented or held out for rent to others for  
19 the placement of two or more mobile homes(~~(+)~~), manufactured homes,  
20 or park models for the primary purpose of production of income, except  
21 where such real property is rented or held out for rent for seasonal  
22 recreational purpose only and is not intended for year-round occupancy;

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

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

36 (9) "Park model" means a recreational vehicle (~~((intended for  
37 permanent or semi-permanent installation and habitation))~~) that is  
38 permanently or semipermanently installed and used as a residence;

1 (10) "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 (11) "Tenant" means any person, except a transient, who rents a  
8 mobile home lot;

9 (12) "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 (13) "Occupant" means any person, including a live-in care  
13 provider, other than a tenant, who occupies a mobile home, manufactured  
14 home, or park model and mobile home lot.

15 **Sec. 2.** RCW 59.20.070 and 1999 c 359 s 6 are each amended to read  
16 as follows:

17 A landlord shall not:

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

23 (2) Restrict the tenant's freedom of choice in purchasing goods or  
24 services but may reserve the right to approve or disapprove any  
25 exterior structural improvements on a mobile home space: PROVIDED,  
26 That door-to-door solicitation in the mobile home park may be  
27 restricted in the rental agreement. Door-to-door solicitation does not  
28 include public officials or candidates for public office meeting or  
29 distributing information to tenants in accordance with subsection (4)  
30 of this section;

31 (3) Prohibit meetings by tenants of the mobile home park to discuss  
32 mobile home living and affairs, including political caucuses or forums  
33 for or speeches of public officials or candidates for public office, or  
34 meetings of organizations that represent the interest of tenants in the  
35 park, held in any of the park community or recreation halls if these  
36 halls are open for the use of the tenants, conducted at reasonable  
37 times and in an orderly manner on the premises, nor penalize any tenant  
38 for participation in such activities;

1 (4) Prohibit a public official or candidate for public office from  
2 meeting with or distributing information to tenants in their individual  
3 mobile homes, manufactured homes, or park models, nor penalize any  
4 tenant for participating in these meetings or receiving this  
5 information;

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

10 (a) Filing a complaint with any state, county, or municipal  
11 governmental authority relating to any alleged violation by the  
12 landlord of an applicable statute, regulation, or ordinance;

13 (b) Requesting the landlord to comply with the provision of this  
14 chapter or other applicable statute, regulation, or ordinance of the  
15 state, county, or municipality;

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

17 (d) Participation or membership in any homeowners association or  
18 group;

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

24 (7) Remove or exclude a tenant from the premises unless this  
25 chapter is complied with or the exclusion or removal is under an  
26 appropriate court order; or

27 (8) Prevent the entry or require the removal of a mobile home,  
28 manufactured home, or park model for the sole reason that the mobile  
29 home has reached a certain age. Nothing in this subsection shall limit  
30 a landlords' right to exclude or expel a mobile home, manufactured  
31 home, or park model for any other reason, including but not limited to,  
32 ~~((fire and safety concerns provided such))~~ failure to comply with fire,  
33 safety, and other provisions of local ordinances and state laws  
34 relating to mobile homes, manufactured homes, and park models, as long  
35 as the action conforms to this chapter ((59.20-RCW)) or any other  
36 relevant statutory provision.

37 **Sec. 3.** RCW 59.20.073 and 1999 c 359 s 7 are each amended to read  
38 as follows:

1 (1) Any rental agreement shall be assignable by the tenant to any  
2 person to whom he or she sells or transfers title to the mobile home,  
3 manufactured home, or park model.

4 (2) A tenant who sells a mobile home, manufactured home, or park  
5 model within a park shall notify the landlord in writing of the date of  
6 the intended sale and transfer of the rental agreement at least fifteen  
7 days in advance of such intended transfer and shall notify the buyer in  
8 writing of the provisions of this section. The tenant shall verify in  
9 writing to the landlord payment of all taxes, rent, and reasonable  
10 expenses due on the mobile home, manufactured home, or park model and  
11 mobile home lot.

12 (3) The landlord shall notify the selling tenant, in writing, of a  
13 refusal to permit transfer of the rental agreement at least seven days  
14 in advance of such intended transfer.

15 (4) The landlord may require the mobile home, manufactured home, or  
16 park model to meet applicable fire and safety standards, if prior to  
17 the tenant's written notification of intent to transfer the rental  
18 agreement pursuant to RCW 59.20.073(2), a state or local agency  
19 responsible for the enforcement of fire and safety standards has issued  
20 a notice of violation of those standards to the tenant and those  
21 violations remain uncorrected. Upon correction of the violation to the  
22 satisfaction of the state or local agency responsible for the  
23 enforcement of that notice of violation, the landlord's refusal to  
24 permit the transfer is deemed withdrawn.

25 (5) The landlord shall approve or disapprove of the assignment of  
26 a rental agreement on the same basis that the landlord approves or  
27 disapproves of any new tenant, and any disapproval shall be in writing.  
28 Consent to an assignment shall not be unreasonably withheld.

29 (6) Failure to notify the landlord in writing, as required under  
30 subsection (2) of this section; or failure of the new tenant to make a  
31 good faith attempt to arrange an interview with the landlord to discuss  
32 assignment of the rental agreement; or failure of the current or new  
33 tenant to obtain written approval of the landlord for assignment of the  
34 rental agreement, shall be grounds for disapproval of such transfer.

35 **Sec. 4.** RCW 59.20.080 and 1999 c 359 s 10 are each amended to read  
36 as follows:

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

4 (a) Substantial violation, or repeated or periodic violations of  
5 the rules of the mobile home park as established by the landlord at the  
6 inception of the tenancy or as assumed subsequently with the consent of  
7 the tenant or for violation of the tenant's duties as provided in RCW  
8 59.20.140. The tenant shall be given written notice to cease the rule  
9 violation immediately. The notice shall state that failure to cease  
10 the violation of the rule or any subsequent violation of that or any  
11 other rule shall result in termination of the tenancy, and that the  
12 tenant shall vacate the premises within fifteen days: PROVIDED, That  
13 for a periodic violation the notice shall also specify that repetition  
14 of the same violation shall result in termination: PROVIDED FURTHER,  
15 That in the case of a violation of a "material change" in park rules  
16 with respect to pets, tenants with minor children living with them, or  
17 recreational facilities, the tenant shall be given written notice under  
18 this chapter of a six month period in which to comply or vacate;

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

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

26 (d) Failure of the tenant to comply with local ordinances and state  
27 laws and regulations relating to mobile homes, manufactured homes, or  
28 park models or mobile home, manufactured homes, or park model living  
29 within a reasonable time after the tenant's receipt of notice of such  
30 noncompliance from the appropriate governmental agency;

31 (e) Change of land use of the mobile home park including, but not  
32 limited to, conversion to a use other than for mobile homes,  
33 manufactured homes, or park models or conversion of the mobile home  
34 park to a mobile home park cooperative or mobile home park subdivision:  
35 PROVIDED, That the landlord shall give the tenants twelve months'  
36 notice in advance of the effective date of such change, except that for  
37 the period of six months following April 28, 1989, the landlord shall  
38 give the tenants eighteen months' notice in advance of the proposed  
39 effective date of such change;

1 (f) Engaging in "criminal activity." "Criminal activity" means a  
2 criminal act defined by statute or ordinance that threatens the health,  
3 safety, or welfare of the tenants. A park owner seeking to evict a  
4 tenant or occupant under this subsection need not produce evidence of  
5 a criminal conviction, even if the alleged misconduct constitutes a  
6 criminal offense. Notice from a law enforcement agency of criminal  
7 activity constitutes sufficient grounds, but not the only grounds, for  
8 an eviction under this subsection. Notification of the seizure of  
9 illegal drugs under RCW 59.20.155 is evidence of criminal activity and  
10 is grounds for an eviction under this subsection. The requirement that  
11 any tenant or occupant register as a sex offender under RCW 9A.44.130  
12 is grounds for eviction under this subsection. If criminal activity is  
13 alleged to be a basis of termination, the park owner may proceed  
14 directly to an unlawful detainer action;

15 (g) The tenant's application for tenancy contained a material  
16 misstatement that induced the park owner to approve the tenant as a  
17 resident of the park, and the park owner discovers and acts upon the  
18 misstatement within one year of the time the resident began paying  
19 rent;

20 (h) If the landlord serves a tenant three fifteen-day notices  
21 within a twelve-month period to comply or vacate for failure to comply  
22 with the material terms of the rental agreement or park rules. The  
23 applicable twelve-month period shall commence on the date of the first  
24 violation;

25 (i) Failure of the tenant to comply with obligations imposed upon  
26 tenants by applicable provisions of municipal, county, and state codes,  
27 statutes, ordinances, and regulations, including this chapter ((59.20  
28 RCW)). The landlord shall give the tenant written notice to comply  
29 immediately. The notice must state that failure to comply will result  
30 in termination of the tenancy and that the tenant shall vacate the  
31 premises within fifteen days;

32 (j) The tenant engages in disorderly or substantially annoying  
33 conduct upon the park premises that results in the destruction of the  
34 rights of others to the peaceful enjoyment and use of the premises.  
35 The landlord shall give the tenant written notice to comply  
36 immediately. The notice must state that failure to comply will result  
37 in termination of the tenancy and that the tenant shall vacate the  
38 premises within fifteen days;

1 (k) The tenant creates a nuisance that materially affects the  
2 health, safety, and welfare of other park residents. The landlord  
3 shall give the tenant written notice to cease the conduct that  
4 constitutes a nuisance immediately. The notice must state that failure  
5 to cease the conduct will result in termination of the tenancy and that  
6 the tenant shall vacate the premises in five days;

7 (l) Any other substantial just cause that materially affects the  
8 health, safety, and welfare of other park residents. The landlord  
9 shall give the tenant written notice to comply immediately. The notice  
10 must state that failure to comply will result in termination of the  
11 tenancy and that the tenant shall vacate the premises within fifteen  
12 days; or

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

17 (2) Within five days of a notice of eviction as required by  
18 subsection (1)(a) of this section, the landlord and tenant shall submit  
19 any dispute to mediation. The parties may agree in writing to  
20 mediation by an independent third party or through industry mediation  
21 procedures. If the parties cannot agree, then mediation shall be  
22 through industry mediation procedures. A duty is imposed upon both  
23 parties to participate in the mediation process in good faith for a  
24 period of ten days for an eviction under subsection (1)(a) of this  
25 section. It is a defense to an eviction under subsection (1)(a) of  
26 this section that a landlord did not participate in the mediation  
27 process in good faith.

28 (3) Chapters 59.12 and 59.18 RCW govern the eviction of  
29 recreational vehicles, as defined in RCW 59.20.030, from mobile home  
30 parks. This chapter governs the eviction of mobile homes, manufactured  
31 homes, park models, and recreational vehicles used as a residence from  
32 a mobile home park.

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