

CERTIFICATION OF ENROLLMENT
ENGROSSED SUBSTITUTE SENATE BILL 6449

57th Legislature
2002 Regular Session

Passed by the Senate February 18, 2002
YEAS 45 NAYS 0

President of the Senate

Passed by the House March 6, 2002
YEAS 93 NAYS 0

**Speaker of the
House of Representatives**

CERTIFICATE

I, Tony M. Cook, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE SENATE BILL 6449** as passed by the Senate and the House of Representatives on the dates hereon set forth.

Secretary

Approved

FILED

Governor of the State of Washington

Secretary of State
State of Washington

ENGROSSED SUBSTITUTE SENATE BILL 6449

Passed Legislature - 2002 Regular Session

State of Washington 57th Legislature 2002 Regular Session

By Senate Committee on Labor, Commerce & Financial Institutions
(originally sponsored by Senator Kastama)

READ FIRST TIME 02/06/2002.

1 AN ACT Relating to allowing entrance and exit fees under limited
2 circumstances; 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 1999 c 359 s 5 are each amended to read
5 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, manufactured home, or park model;

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 manufactured home, or park model;

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

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

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

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

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

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

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

1 (1) A statement of the expiration date of any conditional use,
2 temporary use, or other land use permit subject to a fixed expiration
3 date that is necessary for the continued use of the land as a mobile
4 home park.

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

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

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

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

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

30 (e) Allowing the landlord to charge an "entrance fee" or an "exit
31 fee." However, an entrance fee may be charged as part of a continuing
32 care contract as defined in RCW 70.38.025;

33 (f) Which allows the landlord to charge a fee for guests:
34 PROVIDED, That a landlord may establish rules charging for guests who
35 remain on the premises for more than fifteen days in any sixty-day
36 period;

37 (g) By which the tenant agrees to waive or forego homestead rights
38 provided by chapter 6.13 RCW. This subsection shall not prohibit such
39 waiver after a default in rent so long as such waiver is in writing

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

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

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