

CERTIFICATION OF ENROLLMENT

HOUSE BILL 1786

58th Legislature
2003 Regular Session

Passed by the House April 21, 2003
Yeas 97 Nays 0

Speaker of the House of Representatives

Passed by the Senate April 17, 2003
Yeas 47 Nays 0

President of the Senate

Approved

Governor of the State of Washington

CERTIFICATE

I, Cynthia Zehnder, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **HOUSE BILL 1786** as passed by the House of Representatives and the Senate on the dates hereon set forth.

Chief Clerk

FILED

**Secretary of State
State of Washington**

HOUSE BILL 1786

AS AMENDED BY THE SENATE

Passed Legislature - 2003 Regular Session

State of Washington 58th Legislature 2003 Regular Session

By Representatives Veloria and Santos

Read first time 02/10/2003. Referred to Committee on Trade &
Economic Development.

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)~~) and is used
38 as a primary 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

1 times and in an orderly manner on the premises, nor penalize any tenant
2 for participation in such activities;

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

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

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

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

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

19 (d) Participation or membership in any homeowners association or
20 group;

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

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

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

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

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

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

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

17 (4) The landlord may require the mobile home, manufactured home, or
18 park model to meet applicable fire and safety standards if a state or
19 local agency responsible for the enforcement of fire and safety
20 standards has issued a notice of violation of those standards to the
21 tenant and those violations remain uncorrected. Upon correction of the
22 violation to the satisfaction of the state or local agency responsible
23 for the enforcement of that notice of violation, the landlord's refusal
24 to 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

1 give the tenants eighteen months' notice in advance of the proposed
2 effective date of such change;

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

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

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

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

34 (j) The tenant engages in disorderly or substantially annoying
35 conduct upon the park premises that results in the destruction of the
36 rights of others to the peaceful enjoyment and use of the premises.
37 The landlord shall give the tenant written notice to comply

1 immediately. The notice must state that failure to comply will result
2 in termination of the tenancy and that the tenant shall vacate the
3 premises within fifteen days;

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

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

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

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

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

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