
SENATE BILL 6851

State of Washington

59th Legislature

2006 Regular Session

By Senators Prentice and Fairley

Read first time 01/26/2006. Referred to Committee on Financial Institutions, Housing & Consumer Protection.

1 AN ACT Relating to closure of mobile home parks and manufactured
2 housing communities; and amending RCW 59.21.030 and 59.20.060.

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

4 **Sec. 1.** RCW 59.21.030 and 1995 c 122 s 7 are each amended to read
5 as follows:

6 Notice required by RCW 59.20.080 before park closure or conversion
7 of the park, whether twelve months or longer, shall be given to the
8 director and all tenants in writing, and posted at all park entrances.
9 A copy of the closure notice must be provided with all month-to-month
10 rental agreements signed after the original park closure notice date.
11 Notice to the director must include a good faith estimate of the
12 timetable for removal of the mobile homes and the reason for closure.
13 Notice to the director must also include a list of the current
14 registered park residents at time of notice. This notice must be sent
15 to the office of manufactured housing within the department of
16 community, trade, and economic development. The office of manufactured
17 housing shall then send every resident an application and information
18 on relocation assistance. Notice must also be recorded in the office

1 of the county auditor for the county ((where)) in which the mobile home
2 park or manufactured housing community is located.

3 **Sec. 2.** RCW 59.20.060 and 2002 c 63 s 1 are each amended to read
4 as follows:

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

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

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

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

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

22 (e) The name and address of any party who has a secured interest in
23 the mobile home, manufactured home, or park model;

24 (f) A forwarding address of the tenant or the name and address of
25 a person who would likely know the whereabouts of the tenant in the
26 event of an emergency or an abandonment of the mobile home,
27 manufactured home, or park model;

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

34 (ii) A rental agreement may, in the alternative, contain a
35 statement that: "The park may be sold or otherwise transferred at any
36 time with the result that subsequent owners may close the mobile home
37 park, or that the landlord may close the park at any time after the

1 required notice." The covenant or statement required by this
2 subsection must appear in print that is in bold face fourteen-point
3 type or larger (~~(than the other text of the lease)~~), and must be set
4 off by means of a box, blank space, or comparable visual device;

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

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

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

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

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

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

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

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

30 (b) Which authorizes the towing or impounding of a vehicle except
31 upon notice to the owner thereof or the tenant whose guest is the owner
32 of the vehicle;

33 (c) Which allows the landlord to alter the due date for rent
34 payment or increase the rent: (i) During the term of the rental
35 agreement if the term is less than one year, or (ii) more frequently
36 than annually if the term is for one year or more: PROVIDED, That a
37 rental agreement may include an escalation clause for a pro rata share
38 of any increase in the mobile home park's real property taxes or

1 utility assessments or charges, over the base taxes or utility
2 assessments or charges of the year in which the rental agreement took
3 effect, if the clause also provides for a pro rata reduction in rent or
4 other charges in the event of a reduction in real property taxes or
5 utility assessments or charges, below the base year: PROVIDED FURTHER,
6 That a rental agreement for a term exceeding one year may provide for
7 annual increases in rent in specified amounts or by a formula specified
8 in such agreement;

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

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

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

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

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

--- END ---