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SECOND ENGROSSED SUBSTITUTE HOUSE BILL 3133

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State of Washington

60th Legislature

2008 Regular Session

By House Housing (originally sponsored by Representatives Lias, Ormsby, Miloscia, Sells, Roberts, Priest, Hunt, Appleton, Rolfes, Loomis, Sullivan, Goodman, Morrell, McIntire, Wood, Hurst, Nelson, and Santos)

READ FIRST TIME 02/06/08.

1 AN ACT Relating to minimum terms for closure or conversion notices  
2 for mobile home parks and manufactured housing communities; amending  
3 RCW 59.20.060, 59.20.080, 59.21.030, 59.20.073, and 59.21.070; and  
4 creating a new section.

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

6 NEW SECTION. **Sec. 1.** The legislature finds that:

7 (1) Manufactured/mobile homes provide a significant source of  
8 homeownership opportunities for Washington state residents. However,  
9 the increasing number of closures and conversions to other uses of  
10 manufactured housing communities and mobile home parks, combined with  
11 low vacancy rates in existing parks and communities and the extremely  
12 high cost of moving homes when these parks and communities close, make  
13 this type of affordable housing option increasingly insecure for the  
14 tenants who reside in these parks and communities.

15 (2) Many tenants who reside in these parks and communities are  
16 senior citizens or low-income households and are, therefore, the  
17 residents most in need of reasonable security or permanency in the  
18 siting of their home because of the adverse impacts on the health,

1 safety, and welfare of tenants forced to move due to closure or  
2 conversion to another use of the manufactured housing community or  
3 mobile home park.

4 (3) Manufactured/mobile home tenants have a reasonable expectation  
5 of long-term security when they move their home into a community or  
6 park. Some tenants have been forced to relocate due to a closure or  
7 conversion soon after the tenant has moved into the community or park.  
8 The legislature finds that unless a park owner sells the park to  
9 resident homeowners or another entity with the purpose of preservation  
10 or justly compensates the homeowners for the loss of their homes, a  
11 minimum notification period of two years before the closure or  
12 conversion of a community or park is a reasonable balancing of the  
13 rights and interests of both community and park owners and the  
14 manufactured/mobile home owners.

15 (4) Given the effort and expense involved in moving a  
16 manufactured/mobile home and the imbalance of economic power in this  
17 type of landlord-tenant relationship, it is the intent of the  
18 legislature to provide an opportunity for manufactured/mobile home  
19 tenants to remain in manufactured housing communities and mobile home  
20 parks for at least two years.

21 **Sec. 2.** RCW 59.20.060 and 2006 c 296 s 2 are each amended to read  
22 as follows:

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

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

30 (b) Reasonable rules for guest parking which shall be clearly  
31 stated;

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

33 (d) The name and address of the person who is the landlord, and if  
34 such person does not reside in the state there shall also be designated  
35 by name and address a person who resides in the county where the mobile  
36 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 two-year closure notice as provided in RCW 59.20.080." The  
21 covenant or statement required by this subsection must: (A) Appear in  
22 print that is in bold face and is larger than the other text of the  
23 rental agreement; (B) be set off by means of a box, blank space, or  
24 comparable visual device; and (C) be located directly above the  
25 tenant's signature on the rental agreement(~~(-)~~);

26 (h) A copy of a closure notice, as required in RCW 59.20.080, if  
27 such notice is in effect;

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

33 ~~((+i))~~ (j) A listing of the utilities, services, and facilities  
34 which will be available to the tenant during the tenancy and the nature  
35 of the fees, if any, to be charged;

36 ~~((+j))~~ (k) A description of the boundaries of a mobile home space  
37 sufficient to inform the tenant of the exact location of the tenant's  
38 space in relation to other tenants' spaces;

1       (~~(k)~~) (l) A statement of the current zoning of the land on which  
2 the mobile home park is located; and  
3       (~~(l)~~) (m) A statement of the expiration date of any conditional  
4 use, temporary use, or other land use permit subject to a fixed  
5 expiration date that is necessary for the continued use of the land as  
6 a mobile home park.  
7       (2) Any rental agreement executed between the landlord and tenant  
8 shall not contain any provision:  
9       (a) Which allows the landlord to charge a fee for guest parking  
10 unless a violation of the rules for guest parking occurs: PROVIDED,  
11 That a fee may be charged for guest parking which covers an extended  
12 period of time as defined in the rental agreement;  
13       (b) Which authorizes the towing or impounding of a vehicle except  
14 upon notice to the owner thereof or the tenant whose guest is the owner  
15 of the vehicle;  
16       (c) Which allows the landlord to alter the due date for rent  
17 payment or increase the rent: (i) During the term of the rental  
18 agreement if the term is less than one year, or (ii) more frequently  
19 than annually if the term is for one year or more: PROVIDED, That a  
20 rental agreement may include an escalation clause for a pro rata share  
21 of any increase in the mobile home park's real property taxes or  
22 utility assessments or charges, over the base taxes or utility  
23 assessments or charges of the year in which the rental agreement took  
24 effect, if the clause also provides for a pro rata reduction in rent or  
25 other charges in the event of a reduction in real property taxes or  
26 utility assessments or charges, below the base year: PROVIDED FURTHER,  
27 That a rental agreement for a term exceeding one year may provide for  
28 annual increases in rent in specified amounts or by a formula specified  
29 in such agreement;  
30       (d) By which the tenant agrees to waive or forego rights or  
31 remedies under this chapter;  
32       (e) Allowing the landlord to charge an "entrance fee" or an "exit  
33 fee." However, an entrance fee may be charged as part of a continuing  
34 care contract as defined in RCW 70.38.025;  
35       (f) Which allows the landlord to charge a fee for guests:  
36 PROVIDED, That a landlord may establish rules charging for guests who  
37 remain on the premises for more than fifteen days in any sixty-day  
38 period;

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

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

10 **Sec. 3.** RCW 59.20.080 and 2003 c 127 s 4 are each amended to read  
11 as follows:

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

15 (a) Substantial violation, or repeated or periodic violations of  
16 the rules of the mobile home park as established by the landlord at the  
17 inception of the tenancy or as assumed subsequently with the consent of  
18 the tenant or for violation of the tenant's duties as provided in RCW  
19 59.20.140. The tenant shall be given written notice to cease the rule  
20 violation immediately. The notice shall state that failure to cease  
21 the violation of the rule or any subsequent violation of that or any  
22 other rule shall result in termination of the tenancy, and that the  
23 tenant shall vacate the premises within fifteen days: PROVIDED, That  
24 for a periodic violation the notice shall also specify that repetition  
25 of the same violation shall result in termination: PROVIDED FURTHER,  
26 That in the case of a violation of a "material change" in park rules  
27 with respect to pets, tenants with minor children living with them, or  
28 recreational facilities, the tenant shall be given written notice under  
29 this chapter of a six month period in which to comply or vacate;

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

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

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

6 (e) Change of land use of the mobile home park or manufactured  
7 housing community including, but not limited to, conversion to a use  
8 other than for mobile homes, manufactured homes, or park models or  
9 conversion of the mobile home park or manufactured housing community to  
10 a mobile home park cooperative or mobile home park subdivision:  
11 PROVIDED, That the landlord shall give the tenants (~~((twelve months'~~)  
12 two years' notice, which may be referred to as a closure notice meeting  
13 the requirements of RCW 59.21.030, in advance of the effective date of  
14 such change(~~(, except that for the period of six months following April~~  
15 ~~28, 1989, the landlord shall give the tenants eighteen months'~~ notice  
16 ~~in advance of the proposed effective date of such change)~~). The two-  
17 year closure notice requirement does not apply if:

18 (i) The mobile home park or manufactured housing community, or part  
19 of the park or community, has been acquired or is under imminent threat  
20 of condemnation;

21 (ii) The mobile home park or manufactured housing community is sold  
22 to an organization comprised of park or community tenants, to a  
23 nonprofit organization, to a local government, or to a housing  
24 authority for the purpose of preserving the park or community;

25 (iii) The landlord compensates the tenants for the loss of their  
26 homes at their assessed value prior to a change of use or sale of the  
27 property; or

28 (iv) A tenant is an employee of the landlord;

29 (f) Engaging in "criminal activity." "Criminal activity" means a  
30 criminal act defined by statute or ordinance that threatens the health,  
31 safety, or welfare of the tenants. A park owner seeking to evict a  
32 tenant or occupant under this subsection need not produce evidence of  
33 a criminal conviction, even if the alleged misconduct constitutes a  
34 criminal offense. Notice from a law enforcement agency of criminal  
35 activity constitutes sufficient grounds, but not the only grounds, for  
36 an eviction under this subsection. Notification of the seizure of  
37 illegal drugs under RCW 59.20.155 is evidence of criminal activity and  
38 is grounds for an eviction under this subsection. The requirement that

1 any tenant or occupant register as a sex offender under RCW 9A.44.130  
2 is grounds for eviction under this subsection. If criminal activity is  
3 alleged to be a basis of termination, the park owner may proceed  
4 directly to an unlawful detainer action;

5 (g) The tenant's application for tenancy contained a material  
6 misstatement that induced the park owner to approve the tenant as a  
7 resident of the park, and the park owner discovers and acts upon the  
8 misstatement within one year of the time the resident began paying  
9 rent;

10 (h) If the landlord serves a tenant three fifteen-day notices  
11 within a twelve-month period to comply or vacate for failure to comply  
12 with the material terms of the rental agreement or park rules. The  
13 applicable twelvemonth period shall commence on the date of the first  
14 violation;

15 (i) Failure of the tenant to comply with obligations imposed upon  
16 tenants by applicable provisions of municipal, county, and state codes,  
17 statutes, ordinances, and regulations, including this chapter. The  
18 landlord shall give the tenant written notice to comply immediately.  
19 The notice must state that failure to comply will result in termination  
20 of the tenancy and that the tenant shall vacate the premises within  
21 fifteen days;

22 (j) The tenant engages in disorderly or substantially annoying  
23 conduct upon the park premises that results in the destruction of the  
24 rights of others to the peaceful enjoyment and use of the premises.  
25 The landlord shall give the tenant written notice to comply  
26 immediately. The notice must state that failure to comply will result  
27 in termination of the tenancy and that the tenant shall vacate the  
28 premises within fifteen days;

29 (k) The tenant creates a nuisance that materially affects the  
30 health, safety, and welfare of other park residents. The landlord  
31 shall give the tenant written notice to cease the conduct that  
32 constitutes a nuisance immediately. The notice must state that failure  
33 to cease the conduct will result in termination of the tenancy and that  
34 the tenant shall vacate the premises in five days;

35 (l) Any other substantial just cause that materially affects the  
36 health, safety, and welfare of other park residents. The landlord  
37 shall give the tenant written notice to comply immediately. The notice

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

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

8 (2) Within five days of a notice of eviction as required by  
9 subsection (1)(a) of this section, the landlord and tenant shall submit  
10 any dispute to mediation. The parties may agree in writing to  
11 mediation by an independent third party or through industry mediation  
12 procedures. If the parties cannot agree, then mediation shall be  
13 through industry mediation procedures. A duty is imposed upon both  
14 parties to participate in the mediation process in good faith for a  
15 period of ten days for an eviction under subsection (1)(a) of this  
16 section. It is a defense to an eviction under subsection (1)(a) of  
17 this section that a landlord did not participate in the mediation  
18 process in good faith.

19 (3) Chapters 59.12 and 59.18 RCW govern the eviction of  
20 recreational vehicles, as defined in RCW 59.20.030, from mobile home  
21 parks. This chapter governs the eviction of mobile homes, manufactured  
22 homes, park models, and recreational vehicles used as a primary  
23 residence from a mobile home park.

24 **Sec. 4.** RCW 59.21.030 and 2006 c 296 s 1 are each amended to read  
25 as follows:

26 (1) The closure notice required by RCW 59.20.080 before park  
27 closure or conversion of the park(~~(, whether twelve months or longer,)~~)  
28 shall be given to the director and all tenants in writing, and posted  
29 at all park entrances.

30 (2) The closure notice shall be in substantially the following  
31 form:

32 CLOSURE NOTICE TO TENANTS  
33 NOTICE IS HEREBY GIVEN on the . . . . day of . . . ., . . . ., of  
34 a potential conversion of this mobile home park or manufactured housing  
35 community to a use other than for mobile homes, manufactured homes, or  
36 park models, or of a potential conversion of the mobile home park or  
37 manufactured housing community to a mobile home park cooperative or a



1 mobile home park subdivision. This change of use may become effective  
2 on the . . . . . day of . . . . ., . . . . ., which shall be the date  
3 two years after the date this closure notice is given.

4 PARK OR COMMUNITY MANAGEMENT OR OWNERSHIP INFORMATION:

5 For information during the period preceding the effective change of use  
6 of this mobile home park or manufactured housing community on the . .  
7 . . . day of . . . . ., . . . . ., contact:

- 8 Name:
- 9 Address:
- 10 Telephone:

11 PURCHASER INFORMATION, if applicable:

12 Contact information for the purchaser of the mobile home park or  
13 manufactured housing community property consists of the following:

- 14 Name:
- 15 Address:
- 16 Telephone:

17 PARK PURCHASE BY TENANT ORGANIZATIONS, if applicable:

18 The owner of this mobile home park or manufactured housing community is  
19 willing to entertain an offer of purchase by an organization or group  
20 consisting of park or community tenants. Tenants should contact the  
21 park owner or park management with such an offer. For assistance in  
22 forming an organization to purchase the park or community and for  
23 possible financial resources to assist with such a purchase, contact  
24 the Office of Mobile Home Affairs within the Department of Community,  
25 Trade, and Economic Development.

26 RELOCATION ASSISTANCE RESOURCES:

27 For information about the availability of relocation assistance,  
28 contact the Office of Mobile Home Affairs within the Department of  
29 Community, Trade, and Economic Development.

30 (3) The closure notice required by RCW 59.20.080 must also meet  
31 the following requirements:

32 (a) A copy of the closure notice must be provided with all (~~month-~~  
33 ~~to-month~~) rental agreements signed after the original park closure  
34 notice date as required under RCW 59.20.060;

35 (b) Notice to the director must include: (i) A good faith estimate  
36 of the timetable for removal of the mobile homes; (ii) the reason for  
37 closure; and (iii) a list of the names and mailing addresses of the

1 current registered park tenants. Notice required under this subsection  
2 must be sent to the director within ten business days of the date  
3 notice was given to all tenants as required by RCW 59.20.080; and

4 (c) Notice must be recorded in the office of the county auditor for  
5 the county where the mobile home park is located.

6 ~~((+2))~~ (4) The department must mail every tenant an application  
7 and information on relocation assistance within ten business days of  
8 receipt of the notice required in subsection (1) of this section.

9 **Sec. 5.** RCW 59.20.073 and 2003 c 127 s 3 are each amended to read  
10 as follows:

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

14 (2) A tenant who sells a mobile home, manufactured home, or park  
15 model within a park must provide the buyer with a copy of any closure  
16 notice provided by a landlord, as required under RCW 59.20.080, at  
17 least seven days in advance of the intended sale and transfer.

18 (3) A tenant who sells a mobile home, manufactured home, or park  
19 model within a park shall notify the landlord in writing of the date of  
20 the intended sale and transfer of the rental agreement at least fifteen  
21 days in advance of such intended transfer and shall notify the buyer in  
22 writing of the provisions of this section. The tenant shall verify in  
23 writing to the landlord payment of all taxes, rent, and reasonable  
24 expenses due on the mobile home, manufactured home, or park model and  
25 mobile home lot.

26 ~~((+3))~~ (4) The landlord shall notify the selling tenant, in  
27 writing, of a refusal to permit transfer of the rental agreement at  
28 least seven days in advance of such intended transfer.

29 ~~((+4))~~ (5) The landlord may require the mobile home, manufactured  
30 home, or park model to meet applicable fire and safety standards if a  
31 state or local agency responsible for the enforcement of fire and  
32 safety standards has issued a notice of violation of those standards to  
33 the tenant and those violations remain uncorrected. Upon correction of  
34 the violation to the satisfaction of the state or local agency  
35 responsible for the enforcement of that notice of violation, the  
36 landlord's refusal to permit the transfer is deemed withdrawn.

1        ~~((5))~~ (6) The landlord shall approve or disapprove of the  
2 assignment of a rental agreement on the same basis that the landlord  
3 approves or disapproves of any new tenant, and any disapproval shall be  
4 in writing. Consent to an assignment shall not be unreasonably  
5 withheld.

6        ~~((6))~~ (7) Failure to (~~notify the landlord in writing,~~) provide  
7 notice as required under subsection (2) or (3) of this section; or  
8 failure of the new tenant to make a good faith attempt to arrange an  
9 interview with the landlord to discuss assignment of the rental  
10 agreement; or failure of the current or new tenant to obtain written  
11 approval of the landlord for assignment of the rental agreement, shall  
12 be grounds for disapproval of such transfer.

13        **Sec. 6.** RCW 59.21.070 and 1995 c 122 s 10 are each amended to read  
14 as follows:

15        If the rental agreement includes a covenant by the landlord as  
16 described in RCW 59.20.060(1)(g)~~((i))~~, the covenant runs with the  
17 land and is binding upon the purchasers, successors, and assigns of the  
18 landlord.

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