
SUBSTITUTE SENATE BILL 5550

State of Washington

61st Legislature

2009 Regular Session

By Senate Financial Institutions, Housing & Insurance (originally sponsored by Senators McAuliffe, Rockefeller, Kastama, Franklin, Kauffman, and Fraser)

READ FIRST TIME 02/25/09.

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, and 59.20.073; creating a new
4 section; and declaring an emergency.

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 eighteen months 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 eighteen months.

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

23 (1) Any manufactured/mobile home space tenancy regardless of the
24 term, shall be based upon a written rental agreement, signed by the
25 parties, which 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 manufactured housing community, or that the landlord may close
20 the park at any time after the required eighteen-month closure notice
21 as provided in RCW 59.20.080." The covenant or statement required by
22 this subsection must: (A) Appear in print that is in bold face and is
23 larger than the other text of the rental agreement; (B) be set off by
24 means of a box, blank space, or comparable visual device; and (C) be
25 located directly above the tenant's signature on the rental
26 agreement((-));

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

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

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

37 ((+j)) (k) A description of the boundaries of a

1 manufactured/mobile home space sufficient to inform the tenant of the
2 exact location of the tenant's space in relation to other tenants'
3 spaces;

4 ~~((k))~~ (l) A statement of the current zoning of the land on which
5 the mobile home park or manufactured housing community is located; and

6 ~~((l))~~ (m) A statement of the expiration date of any conditional
7 use, temporary use, or other land use permit subject to a fixed
8 expiration date that is necessary for the continued use of the land as
9 a mobile home park.

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

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

16 (b) Which authorizes the towing or impounding of a vehicle except
17 upon notice to the owner thereof or the tenant whose guest is the owner
18 of the vehicle;

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

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

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

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

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

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

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

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

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

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

1 (c) Conviction of the tenant of a crime, commission of which
2 threatens the health, safety, or welfare of the other mobile home park
3 or manufactured housing community tenants. The tenant shall be given
4 written notice of a fifteen day period in which to vacate;

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

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

23 (i) The mobile home park or manufactured housing community has been
24 acquired for or is under imminent threat of condemnation;

25 (ii) The mobile home park or manufactured housing community is sold
26 to an organization comprised of park or community tenants, to a
27 nonprofit organization, to a local government, or to a housing
28 authority for the purpose of preserving the park or community; or

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

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

1 an eviction under this subsection. Notification of the seizure of
2 illegal drugs under RCW 59.20.155 is evidence of criminal activity and
3 is grounds for an eviction under this subsection. The requirement that
4 any tenant or occupant register as a sex offender under RCW 9A.44.130
5 is grounds for eviction under this subsection. If criminal activity is
6 alleged to be a basis of termination, the park owner may proceed
7 directly to an unlawful detainer action;

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

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

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

25 (j) The tenant engages in disorderly or substantially annoying
26 conduct upon the park premises that results in the destruction of the
27 rights of others to the peaceful enjoyment and use of the premises.
28 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 (k) The tenant creates a nuisance that materially affects the
33 health, safety, and welfare of other park residents. The landlord
34 shall give the tenant written notice to cease the conduct that
35 constitutes a nuisance immediately. The notice must state that failure
36 to cease the conduct will result in termination of the tenancy and that
37 the tenant shall vacate the premises in five days;

1 (1) Any other substantial just cause that materially affects the
2 health, safety, and welfare of other park residents. The landlord
3 shall give the tenant written notice to comply immediately. The notice
4 must state that failure to comply will result in termination of the
5 tenancy and that the tenant shall vacate the premises within fifteen
6 days; or

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

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

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

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

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

33 (2) The closure notice required under RCW 59.20.080 must be in
34 substantially the following form:

35 "CLOSURE NOTICE TO TENANTS

1 NOTICE IS HEREBY GIVEN on the day of , , of
2 a conversion of this mobile home park or manufactured housing community
3 to a use other than for mobile homes, manufactured homes, or park
4 models, or of a conversion of the mobile home park or manufactured
5 housing community to a mobile home park cooperative or a mobile home
6 park subdivision. This change of use shall become effective on the
7 day of , , which shall be the date eighteen
8 months after the date this closure notice is given.

9 PARK OR COMMUNITY MANAGEMENT OR OWNERSHIP INFORMATION:

10 For information during the period preceding the effective change of
11 use of this mobile home park or manufactured housing community on the
12 day of , , contact:

- 13 Name:
- 14 Address:
- 15 Telephone:

16 PURCHASER INFORMATION, if applicable:

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

- 19 Name:
- 20 Address:
- 21 Telephone:

22 PARK PURCHASE BY TENANT ORGANIZATIONS, if applicable:

23 The owner of this mobile home park or manufactured housing
24 community is willing to entertain an offer of purchase by an
25 organization or group consisting of park or community tenants or a not-
26 for-profit agency designated by the tenants. Tenants should contact
27 the park owner or park management with such an offer. For assistance
28 in forming an organization to purchase the park or community and for
29 possible financial resources to assist with such a purchase, contact
30 the Office of Mobile Home Affairs within the Department of Community,
31 Trade, and Economic Development.

32 RELOCATION ASSISTANCE RESOURCES:

33 For information about the availability of relocation assistance,

1 contact the Office of Mobile Home Affairs within the Department of
2 Community, Trade, and Economic Development."

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

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

8 (b) Notice to the director must include: (i) A good faith estimate
9 of the timetable for removal of the mobile homes; (ii) the reason for
10 closure; and (iii) a list of the names and mailing addresses of the
11 current registered park tenants. Notice required under this subsection
12 must be sent to the director within ten business days of the date
13 notice was given to all tenants as required by RCW 59.20.080; and

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

16 (~~(+2)~~) (4) The department must mail every tenant an application
17 and information on relocation assistance within ten business days of
18 receipt of the notice required in subsection (1) of this section.

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

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

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

28 (3) A tenant who sells a mobile home, manufactured home, or park
29 model within a park shall notify the landlord in writing of the date of
30 the intended sale and transfer of the rental agreement at least fifteen
31 days in advance of such intended transfer and shall notify the buyer in
32 writing of the provisions of this section. The tenant shall verify in
33 writing to the landlord payment of all taxes, rent, and reasonable
34 expenses due on the mobile home, manufactured home, or park model and
35 mobile home lot.

36 (~~(+3)~~) (4) The landlord shall notify the selling tenant, in

1 writing, of a refusal to permit transfer of the rental agreement at
2 least seven days in advance of such intended transfer.

3 ~~((+4))~~ (5) The landlord may require the mobile home, manufactured
4 home, or park model to meet applicable fire and safety standards if a
5 state or local agency responsible for the enforcement of fire and
6 safety standards has issued a notice of violation of those standards to
7 the tenant and those violations remain uncorrected. Upon correction of
8 the violation to the satisfaction of the state or local agency
9 responsible for the enforcement of that notice of violation, the
10 landlord's refusal to permit the transfer is deemed withdrawn.

11 ~~((+5))~~ (6) The landlord shall approve or disapprove of the
12 assignment of a rental agreement on the same basis that the landlord
13 approves or disapproves of any new tenant, and any disapproval shall be
14 in writing. Consent to an assignment shall not be unreasonably
15 withheld.

16 ~~((+6))~~ (7) Failure to notify the landlord in writing, as required
17 under subsection ~~((+2))~~ (3) of this section; or failure of the new
18 tenant to make a good faith attempt to arrange an interview with the
19 landlord to discuss assignment of the rental agreement; or failure of
20 the current or new tenant to obtain written approval of the landlord
21 for assignment of the rental agreement, shall be grounds for
22 disapproval of such transfer.

23 NEW SECTION. **Sec. 6.** This act is necessary for the immediate
24 preservation of the public peace, health, or safety, or support of the
25 state government and its existing public institutions, and takes effect
26 immediately.

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