

SENATE BILL REPORT

SHB 2194

As Reported by Senate Committee On:
Financial Institutions, Housing & Insurance, February 21, 2012

Title: An act relating to modifying the manufactured/mobile home landlord tenant act and other related provisions.

Brief Description: Modifying the manufactured/mobile home landlord tenant act and other related provisions.

Sponsors: House Committee on Judiciary (originally sponsored by Representatives Pedersen, Rodne, Goodman and Kenney).

Brief History: Passed House: 1/23/12, 94-1.

Committee Activity: Financial Institutions, Housing & Insurance: 2/15/12, 2/21/12 [DP].

SENATE COMMITTEE ON FINANCIAL INSTITUTIONS, HOUSING & INSURANCE

Majority Report: Do pass.

Signed by Senators Hobbs, Chair; Prentice, Vice Chair; Benton, Ranking Minority Member; Fain, Haugen and Keiser.

Staff: Alison Mendiola (786-7483)

Background: The Manufactured/Mobile Home Landlord Tenant Act (MMHLTA) governs the legal rights, remedies, and obligations arising from a rental agreement between a landlord and a tenant of a mobile home lot. MMHLTA covers issues such as the required contents of rental agreements, duties of landlords and tenants, grounds for termination of tenancy, and rules with respect to the transfer of the rental agreement.

Rental Agreements. MMHLTA requires rental agreements for mobile home lots to be written and to include certain specified provisions. In addition, certain provisions are specifically prohibited from being included in rental agreements. Examples of required provisions in a rental agreement include terms for the payment of rent and other charges; rules and regulations of the park; and the terms under which security deposits may be retained. The rental agreement must also contain a description of the boundaries of the mobile home space that informs the tenant of the exact location of the tenant's space in relation to other tenants' spaces.

This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not a part of the legislation nor does it constitute a statement of legislative intent.

Prohibited Conduct by Landlords. Landlords are prohibited from engaging in specified conduct. A landlord may not deny any tenant the right to sell the tenant's manufactured/mobile home or park model or require the removal of the manufactured/mobile home or park model from the park as a result of its sale. A landlord may not prohibit meetings by tenants held in park community or recreation halls to discuss mobile home living and affairs, including political caucuses and public official forums or meetings of organizations representing tenant interests. A landlord may not evict a tenant or decline to renew a rental agreement because the tenant engaged in a certain activity, including filing a complaint with a state or local government relating to an alleged violation of a statute or ordinance by the landlord.

Sale of a Manufactured/Mobile Home. A tenant who sells his or her manufactured/mobile home or park model has the right to assign his or her rental agreement to the purchaser, subject to the consent of the landlord, which cannot be unreasonably withheld. The tenant must provide written notification to the landlord at least 15 days before the intended sale and transfer of the rental agreement. The tenant must also verify in writing to the landlord payment of all taxes, rent, and reasonable expenses due on the manufactured/mobile home or park model and mobile home lot.

Termination of Tenancy. A landlord is allowed to terminate a tenancy for a number of specified reasons, such as nonpayment of rent or substantial violation or repeated or periodic violations of park rules. Other causes for termination of tenancy include the tenant's creation of a nuisance or any other substantial just cause that materially affects the health, safety, or welfare of other park residents. The landlord is required to provide the tenant with written notice to cease the nuisance or other conduct immediately and that failure to do so will result in termination of the tenancy.

Remedial Action. A landlord is required to commence remedial action within certain time periods after being notified by the tenant that the landlord has failed to comply with certain duties, such as failure to keep common premises reasonably clean, safe, and free from defects and failure to maintain utilities in good working condition. In the case of a notice from the tenant that the landlord has failed to provide water or heat, the landlord is required to commence remedial action within 48 hours, except where circumstances are beyond the landlord's control.

Definitions. The Manufactured/Mobile Home Dispute Resolution Program (Program) is administered by the Office of the Attorney General and provides a process for the resolution of disputes arising under MMHLTA. The chapter governing the Program contains definitions of terms that conflict with how those terms are defined under MMHLTA.

Summary of Bill: Various provisions of MMHLTA are amended.

Rental Agreements. The required contents of a rental agreement are expanded to include a written description, picture, plan, or map of the location of the tenant's responsibility for utility hook-ups. In addition, the required description of the boundaries of a tenant's mobile home space may be provided through a written picture, plan, or map. A specific statement is added that any prohibited provision which is included in a rental agreement is unenforceable.

Prohibited Conduct by Landlords. A landlord may not prohibit a tenant from posting on the tenant's manufactured/mobile home or park model or on the mobile home lot, a commercially reasonable for sale sign or other sign designed to advertise the sale of the manufactured/mobile home or park model. A landlord may enforce reasonable rules or restrictions on the placement of the for sale signs if the main purpose of the rules is to protect the safety of residents and if the rules meet other standards for enforceability. In addition, the landlord may restrict the number of signs on the lot to two and may require the size of signs to conform to those commonly used by home sale businesses.

A landlord may not prohibit tenants from distributing information or holding meetings in a tenant's home to discuss issues relating to mobile home living and affairs. In addition, a landlord may not evict a tenant or fail to renew a rental agreement where a tenant files a complaint with the federal government regarding a landlord's violation of statutes or rules.

Sale of a Manufactured/Mobile Home. A tenant who sells his or her manufactured/mobile home or park model and assigns his or her rental agreement must notify the purchaser of all taxes, rent, and reasonable expenses due on the manufactured/mobile home or park model and the mobile home lot.

Termination of Tenancy. When a landlord notifies a tenant that the tenancy will be terminated unless the tenant ceases to engage in a nuisance or other conduct that endangers the health, welfare, or safety of residents, the notice must describe the particular nuisance or harmful conduct and what the tenant must do to cease the nuisance or harmful conduct.

Clarification is provided that a tenancy may be terminated for rules violations only with respect to enforceable rules.

Remedial Action. The requirement that a landlord commence remedial action within 48 hours after receiving notice of his or her failure to provide water or heat is revised by removing the reference to heat and including electricity and sewer or septic service.

Definitions. Definitions of mobile home park, park model, and recreational vehicle in the chapter governing the Manufactured/Mobile Home Dispute Resolution Program are amended to be consistent with the definitions of those terms in MMHLTA.

Appropriation: None.

Fiscal Note: Not requested.

Committee/Commission/Task Force Created: No.

Effective Date: Ninety days after adjournment of session in which bill is passed.

Staff Summary of Public Testimony: PRO: This bill is the result of the stakeholder process. Some feel the changes are minor, some feel they are more significant, but in the end there is increased communication between park owners and tenants. The tenants hoped for a resolution of the tree issue.

Persons Testifying: PRO: Representative Pedersen, primes sponsor; Don Carlson, Assn. of Manufactured Home Owners; Bruce Neas, Columbia Legal Services.