
SENATE BILL 5433

State of Washington 62nd Legislature 2011 Regular Session

By Senators Fraser, Conway, Kastama, Keiser, Chase, Rockefeller, McAuliffe, and Nelson

Read first time 01/25/11. Referred to Committee on Financial Institutions, Housing & Insurance.

1 AN ACT Relating to protecting consumers who live in
2 manufactured/mobile home communities by modifying the
3 manufactured/mobile home landlord-tenant act; and amending RCW
4 59.20.030, 59.20.045, 59.20.080, 59.20.130, and 59.20.135.

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

6 **Sec. 1.** RCW 59.20.030 and 2008 c 116 s 2 are each amended to read
7 as follows:

8 For purposes of this chapter:

9 (1) "Abandoned" as it relates to a mobile home, manufactured home,
10 or park model owned by a tenant in a mobile home park, mobile home park
11 cooperative, or mobile home park subdivision or tenancy in a mobile
12 home lot means the tenant has defaulted in rent and by absence and by
13 words or actions reasonably indicates the intention not to continue
14 tenancy;

15 (2) "Eligible organization" includes local governments, local
16 housing authorities, nonprofit community or neighborhood-based
17 organizations, federally recognized Indian tribes in the state of
18 Washington, and regional or statewide nonprofit housing assistance
19 organizations;

1 (3) "Housing authority" or "authority" means any of the public body
2 corporate and politic created in RCW 35.82.030;

3 (4) "Landlord" means the owner of a mobile home park and includes
4 the agents of a landlord;

5 (5) "Local government" means a town government, city government,
6 code city government, or county government in the state of Washington;

7 (6) "Manufactured home" means a single-family dwelling built
8 according to the United States department of housing and urban
9 development manufactured home construction and safety standards act,
10 which is a national preemptive building code. A manufactured home
11 also: (a) Includes plumbing, heating, air conditioning, and electrical
12 systems; (b) is built on a permanent chassis; and (c) can be
13 transported in one or more sections with each section at least eight
14 feet wide and forty feet long when transported, or when installed on
15 the site is three hundred twenty square feet or greater;

16 (7) "Manufactured/mobile home" means either a manufactured home or
17 a mobile home;

18 (8) "Mobile home" means a factory-built dwelling built prior to
19 June 15, 1976, to standards other than the United States department of
20 housing and urban development code, and acceptable under applicable
21 state codes in effect at the time of construction or introduction of
22 the home into the state. Mobile homes have not been built since the
23 introduction of the United States department of housing and urban
24 development manufactured home construction and safety act;

25 (9) "Mobile home lot" means a portion of a mobile home park or
26 manufactured housing community designated as the location of one mobile
27 home, manufactured home, or park model and its accessory buildings, and
28 intended for the exclusive use as a primary residence by the occupants
29 of that mobile home, manufactured home, or park model;

30 (10) "Mobile home park," "manufactured housing community," or
31 "manufactured/mobile home community" means any real property which is
32 rented or held out for rent to others for the placement of two or more
33 mobile homes, manufactured homes, or park models for the primary
34 purpose of production of income, except where such real property is
35 rented or held out for rent for seasonal recreational purpose only and
36 is not intended for year-round occupancy;

37 (11) "Mobile home park cooperative" or "manufactured housing
38 cooperative" means real property consisting of common areas and two or

1 more lots held out for placement of mobile homes, manufactured homes,
2 or park models in which both the individual lots and the common areas
3 are owned by an association of shareholders which leases or otherwise
4 extends the right to occupy individual lots to its own members;

5 (12) "Mobile home park subdivision" or "manufactured housing
6 subdivision" means real property, whether it is called a subdivision,
7 condominium, or planned unit development, consisting of common areas
8 and two or more lots held for placement of mobile homes, manufactured
9 homes, or park models in which there is private ownership of the
10 individual lots and common, undivided ownership of the common areas by
11 owners of the individual lots;

12 (13) "Notice of sale" means a notice required under RCW 59.20.300
13 to be delivered to all tenants of a manufactured/mobile home community
14 and other specified parties within fourteen days after the date on
15 which any advertisement, multiple listing, or public notice advertises
16 that a manufactured/mobile home community is for sale;

17 (14) "Park model" means a recreational vehicle (~~((intended for
18 permanent or semi-permanent installation and))~~) that is used as a
19 primary residence;

20 (15) "Qualified sale of manufactured/mobile home community" means
21 the sale, as defined in RCW 82.45.010, of land and improvements
22 comprising a manufactured/mobile home community that is transferred in
23 a single purchase to a qualified tenant organization or to an eligible
24 organization for the purpose of preserving the property as a
25 manufactured/mobile home community;

26 (16) "Qualified tenant organization" means a formal organization of
27 tenants within a manufactured/mobile home community, with the only
28 requirement for membership consisting of being a tenant;

29 (17) "Recreational vehicle" means a travel trailer, motor home,
30 truck camper, or camping trailer that is primarily designed and used as
31 temporary living quarters, is either self-propelled or mounted on or
32 drawn by another vehicle, is transient, is not occupied as a primary
33 residence, and is not immobilized or permanently affixed to a mobile
34 home lot;

35 (18) "Tenant" means any person, except a transient, who rents a
36 mobile home lot;

37 (19) "Transient" means a person who rents a mobile home lot for a

1 period of less than one month for purposes other than as a primary
2 residence;

3 (20) "Occupant" means any person, including a live-in care
4 provider, other than a tenant, who occupies a mobile home, manufactured
5 home, or park model and mobile home lot.

6 **Sec. 2.** RCW 59.20.045 and 1993 c 66 s 18 are each amended to read
7 as follows:

8 (1) Rules are enforceable against a tenant only if:

9 ~~((+1))~~ (a) Their purpose is to promote the convenience, health,
10 safety, or welfare of the residents, protect and preserve the premises
11 from abusive use, or make a fair distribution of services and
12 facilities made available for the tenants generally;

13 ~~((+2))~~ (b) They are reasonably related to the purpose for which
14 they are adopted;

15 ~~((+3))~~ (c) They apply to all tenants in a fair manner;

16 ~~((+4))~~ (d) They are not for the purpose of evading an obligation
17 of the landlord; and

18 ~~((+5))~~ (e) They are not retaliatory or discriminatory in nature.

19 (2) A landlord may only adopt or modify rules and regulations of
20 the mobile home park with the written consent of the tenant. Any
21 mutually agreed to changes or modifications to the rules and
22 regulations take effect at the end of the rental period, only if the
23 landlord has notified the tenant in writing three months prior to the
24 end of the rental period. This right cannot be waived by the tenant.

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

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

30 (a) Substantial violation, or repeated or periodic violations of
31 the rules of the mobile home park as established by the landlord at the
32 inception of the tenancy or as assumed subsequently with the consent of
33 the tenant or for violation of the tenant's duties as provided in RCW
34 59.20.140. The tenant shall be given written notice to cease the rule
35 violation immediately. The notice shall state that failure to cease
36 the violation of the rule or any subsequent violation of that or any

1 other rule shall result in termination of the tenancy, and that the
2 tenant shall vacate the premises within fifteen days: PROVIDED, That
3 for a periodic violation the notice shall also specify that repetition
4 of the same violation shall result in termination: PROVIDED FURTHER,
5 That in the case of a violation of a "material change" in park rules
6 with respect to pets, tenants with minor children living with them, or
7 recreational facilities, the tenant shall be given written notice under
8 this chapter of a six month period in which to comply or vacate;

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

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

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

21 (e) Change of land use of the mobile home park including, but not
22 limited to, conversion to a use other than for mobile homes,
23 manufactured homes, or park models or conversion of the mobile home
24 park to a mobile home park cooperative or mobile home park
25 subdivision(~~(; PROVIDED, That)~~). The landlord shall give the tenants
26 twelve months' notice in advance of the effective date of such
27 change(~~(, except that for the period of six months following April 28,~~
28 ~~1989, the landlord shall give the tenants eighteen months' notice in~~
29 ~~advance of the proposed effective date of such change)~~);

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

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

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

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

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

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

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

36 (l) Any other substantial just cause that materially affects the
37 health, safety, and welfare of other park residents. The landlord
38 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) and (h) of this section, the landlord and tenant
10 shall submit any dispute to mediation. The parties may agree in
11 writing to mediation by an independent third party or through industry
12 mediation procedures. If the parties cannot agree, then mediation
13 shall be through industry mediation procedures. A duty is imposed upon
14 both parties to participate in the mediation process in good faith for
15 a 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 59.20.130 and 1999 c 359 s 11 are each amended to read
25 as follows:

26 It shall be the duty of the landlord to:

27 (1) Comply with codes, statutes, ordinances, and administrative
28 rules applicable to the mobile home park;

29 (2) Maintain the common premises and prevent the accumulation of
30 stagnant water and to prevent the detrimental effects of moving water
31 when such condition is not the fault of the tenant;

32 (3) Keep any shared or common premises and vacant mobile home lots
33 reasonably clean, sanitary, and safe from defects to reduce the hazards
34 of fire or accident;

35 (4) Keep all common premises of the mobile home park, and vacant
36 mobile home lots, not in the possession of tenants, free of weeds or

1 plant growth noxious and detrimental to the health of the tenants and
2 free from potentially injurious or unsightly objects and condition;

3 (5) Maintain, in good condition, all trees, shrubs, natural
4 fencing, and other landscaping included on the mobile home lots that
5 were not planted by the current tenants;

6 (6) Exterminate or make a reasonable effort to exterminate rodents,
7 vermin, or other pests dangerous to the health and safety of the tenant
8 whenever infestation exists on the common premises or whenever
9 infestation occurs in the interior of a mobile home, manufactured home,
10 or park model as a result of infestation existing on the common
11 premises;

12 ~~((+6))~~ (7) Maintain and protect all utilities provided to the
13 mobile home, manufactured home, or park model in good working
14 condition. Maintenance responsibility shall be determined at that
15 point where the normal mobile home, manufactured home, or park model
16 utilities "hook-ups" connect to those provided by the landlord or
17 utility company;

18 ~~((+7))~~ (8) Respect the privacy of the tenants and shall have no
19 right of entry to a mobile home, manufactured home, or park model
20 without the prior written consent of the occupant, except in case of
21 emergency or when the occupant has abandoned the mobile home,
22 manufactured home, or park model. Such consent may be revoked in
23 writing by the occupant at any time. The ownership or management shall
24 have a right of entry upon the land upon which a mobile home,
25 manufactured home, or park model is situated for maintenance of
26 utilities, to insure compliance with applicable codes, statutes,
27 ordinances, administrative rules, and the rental agreement and the
28 rules of the park, and protection of the mobile home park at any
29 reasonable time or in an emergency, but not in a manner or at a time
30 which would interfere with the occupant's quiet enjoyment. The
31 ownership or management shall make a reasonable effort to notify the
32 tenant of their intention of entry upon the land which a mobile home,
33 manufactured home, or park model is located prior to entry;

34 ~~((+8))~~ (9) Allow tenants freedom of choice in the purchase of
35 goods and services, and not unreasonably restrict access to the mobile
36 home park for such purposes;

37 ~~((+9))~~ (10) Maintain roads within the mobile home park in good

1 condition and take reasonable steps to prevent the accumulation of
2 water, snow, or ice that would prevent tenants from accessing their
3 homes or exiting the mobile home park; ((and

4 ~~(10))~~ (11) Notify each tenant within five days after a petition
5 has been filed by the landlord for a change in the zoning of the land
6 where the mobile home park is located and make a description of the
7 change available to the tenant; and

8 (12) Ensure that on-site managers and other employees comply with
9 codes, statutes, ordinances, and administrative rules applicable to the
10 mobile home park, including the park rules and regulations.

11 A landlord shall not have a duty to repair a defective condition
12 under this section, nor shall any defense or remedy be available to the
13 tenant under this chapter, if the defective condition complained of was
14 caused by the conduct of the tenant, the tenant's family, invitee, or
15 other person acting under the tenant's control, or if a tenant
16 unreasonably fails to allow the landlord access to the property for
17 purposes of repair.

18 **Sec. 5.** RCW 59.20.135 and 1999 c 359 s 12 are each amended to read
19 as follows:

20 (1) The legislature finds that some mobile home park owners
21 transfer the responsibility for the upkeep of permanent structures
22 within the mobile home park to the park tenants. This transfer
23 sometimes occurs after the permanent structures have been allowed to
24 deteriorate. Many mobile home parks consist entirely of senior
25 citizens who do not have the financial resources or physical capability
26 to make the necessary repairs to these structures once they have fallen
27 into disrepair. The inability of the tenants to maintain permanent
28 structures can lead to significant safety hazards to the tenants as
29 well as to visitors to the mobile home park. The legislature therefore
30 finds and declares that it is in the public interest and necessary for
31 the public health and safety to prohibit mobile home park owners from
32 transferring the duty to maintain permanent structures in mobile home
33 parks to the tenants.

34 (2) A mobile home park owner is prohibited from transferring
35 responsibility for the maintenance or care of permanent structures
36 within the mobile home park to the tenants of the park. A provision

1 within a rental agreement or other document transferring responsibility
2 for the maintenance or care of permanent structures within the mobile
3 home park to the park tenants is void.

4 (3) A "permanent structure" for purposes of this section includes
5 the clubhouse, carports, storage sheds, or other permanent structure.
6 A permanent structure does not include structures built or affixed by
7 a tenant. A permanent structure includes only those structures that
8 were provided as amenities to the park tenants.

9 (4) Nothing in this section shall be construed to prohibit a park
10 owner from requiring a tenant to maintain his or her mobile home,
11 manufactured home, or park model or yard. Nothing in this section
12 shall be construed to prohibit a park owner from transferring
13 responsibility for the maintenance or care of permanent structures
14 within the mobile home park to an organization of park tenants or to an
15 individual park tenant when requested by the tenant organization or
16 individual tenant.

17 (5) If the landlord chooses to remove any permanent structure,
18 including recreational facilities, trees, shrubs, natural fencing, or
19 other landscaping, the tenant or tenants shall receive an adjustment to
20 rent or other appropriate consideration. This right is enforceable in
21 any court of competent jurisdiction, including small claims court, and
22 under chapter 59.30 RCW.

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