
Judiciary Committee

HB 1720

Title: An act relating to rental agreement terms and content under the manufactured/mobile home landlord-tenant act.

Brief Description: Modifying rental agreement terms and content under the manufactured/mobile home landlord-tenant act.

Sponsors: Representative Shea.

Brief Summary of Bill

- Makes changes to the Manufactured/Mobile Home Landlord-Tenant Act regarding automatic renewal of rental agreements, park rules, and termination of tenancy.

Hearing Date: 2/8/17

Staff: Cece Clynch (786-7195).

Background:

The Manufactured/Mobile Home Landlord-Tenant Act (MHLTA) governs the legal rights, remedies, and obligations arising from any rental agreement between a landlord and a tenant regarding a mobile home lot within a mobile home park where the tenant has no ownership interest in the property or in the association which owns the property. For the MHLTA to apply, the tenant must own or be buying the type of home the MHLTA covers and be using it as his or her primary home, and the tenant must live in a mobile home park or manufactured housing community.

Under the MHLTA, a rental agreement must be for a term of at least one year unless otherwise agreed. The landlord must offer a term of one year and is prohibited from offering better terms, such as a lower monthly rent, for a month-to-month tenancy. A tenant may, however, waive the right to a one year tenancy by signing a written waiver.

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.

Renewal.

Any rental agreement, of whatever duration, automatically renews for the term of the original rental agreement unless a different length is agreed upon. A landlord seeking to increase the rent upon expiration of the term of an agreement must provide notice at least three months prior to the effective date of any increase.

Park Rules.

Park rules are part of the agreement. Rules are enforceable against a tenant only if: their purpose is to promote the convenience, health, safety, or welfare of the residents, protect and preserve the premises from abusive use, or make a fair distribution of services and facilities made available for the tenants generally; they are reasonably related to the purpose for which they are adopted; they apply to all tenants in a fair manner; they are not for the purpose of evading an obligation of the landlord; and they are not retaliatory or discriminatory in nature.

Termination of tenancy.

A landlord may not terminate or fail to renew a tenancy except for certain reasons, and then only when the landlord complies with the specified notice requirements. Permissible reasons include:

- nonpayment of rent and additional charges specified in the agreement;
- violation of certain duties of a tenant, such as not permitting a nuisance, not engaging in drug-related activities, and not intentionally or negligently destroying property provided by the landlord; and
- substantial violation, or repeated violations, of enforceable rules of the park, as established by the landlord at the inception of the tenancy, or as subsequently assumed with the consent of the tenant. In the case of a violation of a "material change" in park rules with respect to pets, tenants with minor children living with them, or recreational facilities, the tenant must be given six months' written notice in which to comply or vacate.

A tenant not intending to renew must notify the landlord in writing one month prior to the expiration of the rental agreement.

Summary of Bill:

Renewal.

A rental agreement of a duration of one year or more automatically renews for a term of one year, unless a different specified term is agreed upon, rather than automatically renewing for the term of the original rental agreement. A month-to-month rental agreement continues on a month-to-month basis unless a different specified term is agreed upon.

Park Rules.

The rental agreement may include new or revised terms, conditions, or regulations as long as the tenant is given three months' written notice prior to renewal and the new terms:

- implement a statute or ordinance;
- comply with tenant rights and remedies provided under the Manufactured/Mobile Home Landlord-Tenant Act; and
- do not require an alteration of the manufactured/mobile home or alteration or new construction of an accessory building or structure.

Assuming compliance with the notice period and that the new terms meet the above requirements, the new rental agreement becomes effective upon the expiration of the term of the existing rental agreement.

Termination of Tenancy.

A landlord must notify the tenant in writing of an intention not to renew the rental agreement 12 months prior to the intended termination of tenancy or the actual expiration date of the current rental agreement, whichever would occur last. Once notice of intention not to renew is given, automatic renewal of the rental agreement is precluded. The landlord may not impose a rental increase, and at the expiration of the current rental agreement, the tenant shall be considered a month-to-month tenant on the same terms of the agreement for a limited period in which the tenancy must be terminated and the space must be vacated by the end of the 12 months' notice period.

Appropriation: None.

Fiscal Note: Not requested.

Effective Date: The bill takes effect 90 days after adjournment of the session in which the bill is passed.