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ENGROSSED SUBSTITUTE HOUSE BILL 1514

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State of Washington

65th Legislature

2017 Regular Session

By House Judiciary (originally sponsored by Representatives Robinson, McBride, Pellicciotti, Orwall, Macri, Ormsby, Gregerson, Kloba, Pollet, Appleton, Bergquist, Tharinger, Clibborn, Farrell, and Dolan)

READ FIRST TIME 02/17/17.

1 AN ACT Relating to minimum terms for closure or conversion  
2 notices for mobile home parks and manufactured housing communities;  
3 amending RCW 59.20.060, 59.20.080, 59.21.030, and 59.20.073; creating  
4 a new 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,  
13 make this type of affordable housing option increasingly insecure for  
14 the 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,  
19 safety, and welfare of tenants forced to move due to closure or  
20 conversion to another use of the manufactured housing community or  
21 mobile home park.

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

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

18 **Sec. 2.** RCW 59.20.060 and 2012 c 213 s 1 are each amended to  
19 read as follows:

20 (1) Any manufactured/mobile home space tenancy regardless of the  
21 term, shall be based upon a written rental agreement, signed by the  
22 parties, which shall contain:

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

27 (b) Reasonable rules for guest parking which shall be clearly  
28 stated;

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

30 (d) The name and address of the person who is the landlord, and  
31 if such person does not reside in the state there shall also be  
32 designated by name and address a person who resides in the county  
33 where the mobile home park is located who is authorized to act as  
34 agent for the purposes of service of notices and process. If no  
35 designation is made of a person to act as agent, then the person to  
36 whom rental payments are to be made shall be considered the agent;

37 (e) The name and address of any party who has a secured interest  
38 in the mobile home, manufactured home, or park model;

1 (f) A forwarding address of the tenant or the name and address of  
2 a person who would likely know the whereabouts of the tenant in the  
3 event of an emergency or an abandonment of the mobile home,  
4 manufactured home, or park model;

5 (g)(i) A covenant by the landlord that, except for acts or events  
6 beyond the control of the landlord, the mobile home park will not be  
7 converted to a land use that will prevent the space that is the  
8 subject of the lease from continuing to be used for its intended use  
9 for a period of three years after the beginning of the term of the  
10 rental agreement;

11 (ii) A rental agreement may, in the alternative, contain a  
12 statement that: "The park may be sold or otherwise transferred at any  
13 time with the result that subsequent owners may close the mobile home  
14 park or manufactured housing community, or that the landlord may  
15 close the park at any time after the required eighteen-month closure  
16 notice as provided in RCW 59.20.080." The covenant or statement  
17 required by this subsection must: (A) Appear in print that is in bold  
18 face and is larger than the other text of the rental agreement; (B)  
19 be set off by means of a box, blank space, or comparable visual  
20 device; and (C) be located directly above the tenant's signature on  
21 the rental agreement(~~(-)~~);

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

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

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

32 (~~(+j)~~) (k) A written description, picture, plan, or map of the  
33 boundaries of a manufactured/mobile home space sufficient to inform  
34 the tenant of the exact location of the tenant's space in relation to  
35 other tenants' spaces;

36 (~~(+k)~~) (l) A written description, picture, plan, or map of the  
37 location of the tenant's responsibility for utility hook-ups,  
38 consistent with RCW 59.20.130(6);

1       (~~(l)~~) (m) A statement of the current zoning of the land on  
2 which the mobile home park or manufactured housing community is  
3 located; and

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

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

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

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

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

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

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

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

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

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

12 (3) Any provision prohibited under this section that is included  
13 in a rental agreement is unenforceable.

14 **Sec. 3.** RCW 59.20.080 and 2012 c 213 s 4 are each amended to  
15 read as follows:

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

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

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

38 (c) Conviction of the tenant of a crime, commission of which  
39 threatens the health, safety, or welfare of the other mobile home

1 park or manufactured housing community tenants. The tenant shall be  
2 given written notice of a fifteen day period in which to vacate;

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

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

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

21 (ii) The mobile home park or manufactured housing community is  
22 sold 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; or

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;

28 (f) Engaging in "criminal activity." "Criminal activity" means a  
29 criminal act defined by statute or ordinance that threatens the  
30 health, safety, or welfare of the tenants. A park owner seeking to  
31 evict a tenant or occupant under this subsection need not produce  
32 evidence of a criminal conviction, even if the alleged misconduct  
33 constitutes a criminal offense. Notice from a law enforcement agency  
34 of criminal activity constitutes sufficient grounds, but not the only  
35 grounds, for an eviction under this subsection. Notification of the  
36 seizure of illegal drugs under RCW 59.20.155 is evidence of criminal  
37 activity and is grounds for an eviction under this subsection. The  
38 requirement that any tenant or occupant register as a sex offender  
39 under RCW 9A.44.130 is grounds for eviction of the sex offender under  
40 this subsection. If criminal activity is alleged to be a basis of

1 termination, the park owner may proceed directly to an unlawful  
2 detainer action;

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

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

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

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

27 (k) The tenant creates a nuisance that materially affects the  
28 health, safety, and welfare of other park residents. The landlord  
29 shall give the tenant written notice to cease the conduct that  
30 constitutes a nuisance immediately. The notice must describe the  
31 nuisance and state (i) what the tenant must do to cease the nuisance  
32 and (ii) that failure to cease the conduct will result in termination  
33 of the tenancy and that the tenant shall vacate the premises in five  
34 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  
38 notice must describe the harm caused by the tenant, describe what the  
39 tenant must do to comply and to discontinue the harm, and state that

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

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

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

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

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

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

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

31 "CLOSURE NOTICE TO TENANTS

32 NOTICE IS HEREBY GIVEN on the . . . . day of . . . ., . . . ., of  
33 a conversion of this mobile home park or manufactured housing  
34 community to a use other than for mobile homes, manufactured homes,  
35 or park models, or of a conversion of the mobile home park or  
36 manufactured housing community to a mobile home park cooperative or a  
37 mobile home park subdivision. This change of use becomes effective on



1 the . . . . day of . . . ., . . . ., which is the date eighteen  
2 months after the date this closure notice is given.

3 PARK OR COMMUNITY MANAGEMENT OR OWNERSHIP INFORMATION:

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

7 Name:

8 Address:

9 Telephone:

10 PURCHASER INFORMATION, if applicable:

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

13 Name:

14 Address:

15 Telephone:

16 PARK PURCHASE BY TENANT ORGANIZATIONS, if applicable:

17 The owner of this mobile home park or manufactured housing  
18 community is willing to entertain an offer of purchase by an  
19 organization or group consisting of park or community tenants or a  
20 not-for-profit agency designated by the tenants. Tenants should  
21 contact the park owner or park management with such an offer. For  
22 assistance in forming an organization to purchase the park or  
23 community and for possible financial resources to assist with such a  
24 purchase, contact the Office of Mobile/Manufactured Home Relocation  
25 Assistance within the Department of Commerce.

26 RELOCATION ASSISTANCE RESOURCES:

27 For information about the availability of relocation assistance,  
28 contact the Office of Mobile/Manufactured Home Relocation Assistance  
29 within the Department of Commerce."

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  
33 ((month-to-month)) rental agreements signed after the original park  
34 closure notice date as required under RCW 59.20.060;

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

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

4 (c) Notice must be recorded in the office of the county auditor  
5 for 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 2012 c 213 s 3 are each amended to  
10 read 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  
20 of the intended sale and transfer of the rental agreement at least  
21 fifteen days in advance of such intended transfer and shall notify  
22 the buyer in writing of the provisions of this section. The tenant  
23 shall verify in writing to the landlord payment of all taxes, rent,  
24 and reasonable expenses due on the mobile home, manufactured home, or  
25 park model and mobile home lot. The tenant shall notify the buyer of  
26 all taxes, rent, and reasonable expenses due on the manufactured/  
27 mobile home or park model and the mobile home lot.

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

31 ~~((+4))~~ (5) The landlord may require the mobile home,  
32 manufactured home, or park model to meet applicable fire and safety  
33 standards if a state or local agency responsible for the enforcement  
34 of fire and safety standards has issued a notice of violation of  
35 those standards to the tenant and those violations remain  
36 uncorrected. Upon correction of the violation to the satisfaction of  
37 the state or local agency responsible for the enforcement of that  
38 notice of violation, the landlord's refusal to permit the transfer is  
39 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  
4 be in writing. Consent to an assignment shall not be unreasonably  
5 withheld.

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

13       NEW SECTION.   **Sec. 6.** This act is necessary for the immediate  
14 preservation of the public peace, health, or safety, or support of  
15 the state government and its existing public institutions, and takes  
16 effect immediately.

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