

**ESSB 5183 - H AMD 823**

By Representative Gregerson

**ADOPTED 04/27/2019**

1 On page 24, after line 33, insert the following:

2 **"Sec. 17.** RCW 59.20.060 and 2019 c ... (ESHB 1582) s 3 are each  
3 amended to read as follows:

4 (1) Any mobile home space tenancy regardless of the term, shall  
5 be based upon a written rental agreement, signed by the parties,  
6 which shall contain:

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

11 (b) Reasonable rules for guest parking which shall be clearly  
12 stated;

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

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

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

23 (f) A forwarding address of the tenant or the name and address of  
24 a person who would likely know the whereabouts of the tenant in the  
25 event of an emergency or an abandonment of the mobile home,  
26 manufactured home, or park model;

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

1 (ii) A rental agreement may, in the alternative, contain a  
2 statement that: "The park may be sold or otherwise transferred at any  
3 time with the result that subsequent owners may close the mobile home  
4 park, or that the landlord may close the park at any time after the  
5 required closure notice as provided in RCW 59.20.080." The covenant  
6 or statement required by this subsection must: (A) Appear in print  
7 that is in bold face and is larger than the other text of the rental  
8 agreement; (B) be set off by means of a box, blank space, or  
9 comparable visual device; and (C) be located directly above the  
10 tenant's signature on the rental agreement;

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

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

18 (j) A listing of the utilities, services, and facilities which  
19 will be available to the tenant during the tenancy and the nature of  
20 the fees, if any, to be charged together with a statement that, in  
21 the event any utilities are changed to be charged independent of the  
22 rent during the term of the rental agreement, the landlord agrees to  
23 decrease the amount of the rent charged proportionately;

24 (k) A written description, picture, plan, or map of the  
25 boundaries of a mobile home space sufficient to inform the tenant of  
26 the exact location of the tenant's space in relation to other  
27 tenants' spaces;

28 (l) A written description, picture, plan, or map of the location  
29 of the tenant's responsibility for utility hook-ups, consistent with  
30 RCW 59.20.130(6);

31 (m) A statement of the current zoning of the land on which the  
32 mobile home park is located;

33 (n) A statement of the expiration date of any conditional use,  
34 temporary use, or other land use permit subject to a fixed expiration  
35 date that is necessary for the continued use of the land as a mobile  
36 home park; and

37 (o) A written statement containing accurate historical  
38 information regarding the past five years' rental amount charged for  
39 the lot or space.

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

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

7 (b) Which authorizes the towing or impounding of a vehicle except  
8 upon notice to the owner thereof or the tenant whose guest is the  
9 owner of the vehicle;

10 (c) Which allows the landlord to alter the due date for rent  
11 payment or increase the rent: (i) During the term of the rental  
12 agreement if the term is less than two years, or (ii) more frequently  
13 than annually if the initial term is for two years or more: PROVIDED,  
14 That a rental agreement may include an escalation clause for a pro  
15 rata share of any increase in the mobile home park's real property  
16 taxes or utility assessments or charges, over the base taxes or  
17 utility assessments or charges of the year in which the rental  
18 agreement took effect, if the clause also provides for a pro rata  
19 reduction in rent or other charges in the event of a reduction in  
20 real property taxes or utility assessments or charges, below the base  
21 year: PROVIDED FURTHER, That a rental agreement for a term exceeding  
22 two years may provide for annual increases in rent in specified  
23 amounts or by a formula specified in such agreement. Any rent  
24 increase authorized under this subsection (2)(c) that occurs within  
25 the closure notice period pursuant to RCW 59.20.080(1)(e) may not be  
26 more than one percentage point above the United States consumer price  
27 index for all urban consumers, housing component, published by the  
28 United States bureau of labor statistics in the periodical "Monthly  
29 Labor Review and Handbook of Labor Statistics" as established  
30 annually by the department of commerce;

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

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

36 (f) Which allows the landlord to charge a fee for guests:  
37 PROVIDED, That a landlord may establish rules charging for guests who  
38 remain on the premises for more than fifteen days in any sixty-day  
39 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. 18.** RCW 59.20.--- and 2019 c ... (ESHB 1582) s 9 are each  
15 amended to read as follows:

16 (1) A court may order an unlawful detainer action to be of  
17 limited dissemination for one or more persons if: (a) The court finds  
18 that the plaintiff's case was sufficiently without basis in fact or  
19 law; (b) the tenancy was reinstated by the court; or (c) other good  
20 cause exists for limiting dissemination of the unlawful detainer  
21 action (~~(in accordance with court rule GR 15)~~).

22 (2) An order to limit dissemination of an unlawful detainer  
23 action must be in writing.

24 (3) When an order for limited dissemination of an unlawful  
25 detainer action has been entered with respect to a person, a tenant  
26 screening service provider must not: (a) Disclose the existence of  
27 that unlawful detainer action in a tenant screening report pertaining  
28 to the person for whom dissemination has been limited, or (b) use the  
29 unlawful detainer action as a factor in determining any score or  
30 recommendation to be included in a tenant screening report pertaining  
31 to the person for whom dissemination has been limited.

32 NEW SECTION. **Sec. 19.** Sections 17 and 18 of this act take  
33 effect only if chapter ... (Engrossed Substitute House Bill No.  
34 1582), Laws of 2019 is enacted by August 1, 2019."

35 Renumber the remaining sections consecutively, correct any  
36 internal references accordingly, and correct the title.

EFFECT: (1) Clarifies the requirement that landlords include, within the rental agreement, a statement that the rent will be decreased proportionately if a utility is changed to be charged independent of the rent.

(2) Removes reference to court rule GR 15 when a court determines other good cause for limiting dissemination of an unlawful detainer action under the Manufactured/Mobile Home Landlord-Tenant Act.

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