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**ENGROSSED SUBSTITUTE HOUSE BILL 1582**

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**State of Washington**

**66th Legislature**

**2019 Regular Session**

**By** House Civil Rights & Judiciary (originally sponsored by Representatives Gregerson, Kloba, Peterson, Valdez, Pollet, Wylie, Appleton, Bergquist, Doglio, Reeves, Tharinger, Kirby, Jenkins, and Macri)

READ FIRST TIME 02/22/19.

1       AN ACT Relating to manufactured/mobile home tenant protections;  
2 amending RCW 59.20.030, 59.20.045, 59.20.050, 59.20.060, 59.20.070,  
3 59.20.073, 59.20.080, 59.20.210, and 59.21.030; adding a new section  
4 to chapter 59.20 RCW; and adding a new section to chapter 59.21 RCW.

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  
7 read as follows:

8       For purposes of this chapter:

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

20       (3) "Housing and low-income assistance organization" means an  
21 organization that provides tenants living in mobile home parks,

1 manufactured housing communities, and manufactured/mobile home  
2 communities with information about their rights and other pertinent  
3 information;

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

6 ~~((4))~~ (5) "Landlord" means the owner of a mobile home park and  
7 includes the agents of a landlord;

8 ~~((5))~~ (6) "Local government" means a town government, city  
9 government, code city government, or county government in the state  
10 of Washington;

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

20 ~~((7))~~ (8) "Manufactured/mobile home" means either a  
21 manufactured home or a mobile home;

22 ~~((8))~~ (9) "Mobile home" means a factory-built dwelling built  
23 prior to June 15, 1976, to standards other than the United States  
24 department of housing and urban development code, and acceptable  
25 under applicable state codes in effect at the time of construction or  
26 introduction of the home into the state. Mobile homes have not been  
27 built since the introduction of the United States department of  
28 housing and urban development manufactured home construction and  
29 safety act;

30 ~~((9))~~ (10) "Mobile home lot" means a portion of a mobile home  
31 park or manufactured housing community designated as the location of  
32 one mobile home, manufactured home, or park model and its accessory  
33 buildings, and intended for the exclusive use as a primary residence  
34 by the occupants of that mobile home, manufactured home, or park  
35 model;

36 ~~((10))~~ (11) "Mobile home park," "manufactured housing  
37 community," or "manufactured/mobile home community" means any real  
38 property which is rented or held out for rent to others for the  
39 placement of two or more mobile homes, manufactured homes, or park  
40 models for the primary purpose of production of income, except where

1 such real property is rented or held out for rent for seasonal  
2 recreational purpose only and is not intended for year-round  
3 occupancy;

4 ~~((11))~~ (12) "Mobile home park cooperative" or "manufactured  
5 housing cooperative" means real property consisting of common areas  
6 and two or more lots held out for placement of mobile homes,  
7 manufactured homes, or park models in which both the individual lots  
8 and the common areas are owned by an association of shareholders  
9 which leases or otherwise extends the right to occupy individual lots  
10 to its own members;

11 ~~((12))~~ (13) "Mobile home park subdivision" or "manufactured  
12 housing subdivision" means real property, whether it is called a  
13 subdivision, condominium, or planned unit development, consisting of  
14 common areas and two or more lots held for placement of mobile homes,  
15 manufactured homes, or park models in which there is private  
16 ownership of the individual lots and common, undivided ownership of  
17 the common areas by owners of the individual lots;

18 ~~((13))~~ (14) "Notice of sale" means a notice required under RCW  
19 59.20.300 to be delivered to all tenants of a manufactured/mobile  
20 home community and other specified parties within fourteen days after  
21 the date on which any advertisement, multiple listing, or public  
22 notice advertises that a manufactured/mobile home community is for  
23 sale;

24 ~~((14))~~ (15) "Park model" means a recreational vehicle intended  
25 for permanent or semi-permanent installation and is used as a primary  
26 residence;

27 ~~((15))~~ (16) "Qualified sale of manufactured/mobile home  
28 community" means the sale, as defined in RCW 82.45.010, of land and  
29 improvements comprising a manufactured/mobile home community that is  
30 transferred in a single purchase to a qualified tenant organization  
31 or to an eligible organization for the purpose of preserving the  
32 property as a manufactured/mobile home community;

33 ~~((16))~~ (17) "Qualified tenant organization" means a formal  
34 organization of tenants within a manufactured/mobile home community,  
35 with the only requirement for membership consisting of being a  
36 tenant;

37 ~~((17))~~ (18) "Recreational vehicle" means a travel trailer,  
38 motor home, truck camper, or camping trailer that is primarily  
39 designed and used as temporary living quarters, is either self-  
40 propelled or mounted on or drawn by another vehicle, is transient, is

1 not occupied as a primary residence, and is not immobilized or  
2 permanently affixed to a mobile home lot;

3 ~~((18))~~ (19) "Tenant" means any person, except a transient, who  
4 rents a mobile home lot;

5 ~~((19))~~ (20) "Transient" means a person who rents a mobile home  
6 lot for a period of less than one month for purposes other than as a  
7 primary residence;

8 ~~((20))~~ (21) "Occupant" means any person, including a live-in  
9 care provider, other than a tenant, who occupies a mobile home,  
10 manufactured home, or park model and mobile home lot.

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

13 Rules are enforceable against a tenant only if:

14 (1) Their purpose is to promote the convenience, health, safety,  
15 or welfare of the residents, protect and preserve the premises from  
16 abusive use, or make a fair distribution of services and facilities  
17 made available for the tenants generally;

18 (2) They are reasonably related to the purpose for which they are  
19 adopted;

20 (3) They apply to all tenants in a fair manner;

21 (4) They are not for the purpose of evading an obligation of the  
22 landlord; ~~(and)~~

23 (5) They are not retaliatory or discriminatory in nature; and

24 (6) With respect to any new or amended rules not contained within  
25 the rental agreement:

26 (a) They only go into effect at the end of the term of the rental  
27 agreement; and

28 (b) (i) The tenant has agreed, in writing, to the new or amended  
29 rule; or

30 (ii) The tenant was provided at least ninety days' written notice  
31 of the new or amended rule.

32 **Sec. 3.** RCW 59.20.050 and 1999 c 359 s 4 are each amended to  
33 read as follows:

34 (1) No landlord may offer a mobile home lot for rent to anyone  
35 without offering a written rental agreement for a term of ~~((one))~~ two  
36 years or more. No landlord may offer to anyone any rental agreement  
37 for a term of ~~((one))~~ two years or more for which the monthly rental  
38 is greater, or the terms of payment or other material conditions more

1 burdensome to the tenant, than any month-to-month rental agreement  
2 also offered to such tenant or prospective tenant. Anyone who desires  
3 to occupy a mobile home lot for other than a term of (~~one~~) two  
4 years or more may have the option to be on a month-to-month basis but  
5 must waive, in writing, the right to such (~~one~~) two years or more  
6 term: PROVIDED, That annually, at any anniversary date of the tenancy  
7 the tenant may require that the landlord provide a written rental  
8 agreement for a term of (~~one~~) two years. No landlord shall allow a  
9 mobile home, manufactured home, or park model to be moved into a  
10 mobile home park in this state until a written rental agreement has  
11 been signed by and is in the possession of the parties: PROVIDED,  
12 That if the landlord allows the tenant to move a mobile home,  
13 manufactured home, or park model into a mobile home park without  
14 obtaining a written rental agreement for a term of (~~one~~) two years  
15 or more, or a written waiver of the right to a (~~one~~) two-year term  
16 or more, the term of the tenancy shall be deemed to be for (~~one~~)  
17 two years from the date of occupancy of the mobile home lot;

18 (2) The requirements of subsection (1) of this section shall not  
19 apply if:

20 (a) The mobile home park or part thereof has been acquired or is  
21 under imminent threat of condemnation for a public works project, or

22 (b) An employer-employee relationship exists between a landlord  
23 and tenant;

24 (3) The provisions of this section shall apply to any tenancy  
25 upon expiration of the term of any oral or written rental agreement  
26 governing such tenancy.

27 **Sec. 4.** RCW 59.20.060 and 2012 c 213 s 1 are each amended to  
28 read as follows:

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

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

36 (b) Reasonable rules for guest parking which shall be clearly  
37 stated;

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

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

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

10 (f) A forwarding address of the tenant or the name and address of  
11 a person who would likely know the whereabouts of the tenant in the  
12 event of an emergency or an abandonment of the mobile home,  
13 manufactured home, or park model;

14 (g) (i) A covenant by the landlord that, except for acts or events  
15 beyond the control of the landlord, the mobile home park will not be  
16 converted to a land use that will prevent the space that is the  
17 subject of the lease from continuing to be used for its intended use  
18 for a period of (~~three~~) five years after the beginning of the term  
19 of the rental agreement;

20 (ii) A rental agreement may, in the alternative, contain a  
21 statement that: "The park may be sold or otherwise transferred at any  
22 time with the result that subsequent owners may close the mobile home  
23 park, or that the landlord may close the park at any time after the  
24 required three-year closure notice as provided in RCW 59.20.080." The  
25 covenant or statement required by this subsection must: (A) Appear in  
26 print that is in bold face and is larger than the other text of the  
27 rental agreement; (B) be set off by means of a box, blank space, or  
28 comparable visual device; and (C) be located directly above the  
29 tenant's signature on the rental agreement(~~(-)~~);

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

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

37 (~~(i)~~) (j) A listing of the utilities, services, and facilities  
38 which will be available to the tenant during the tenancy and the  
39 nature of the fees, if any, to be charged together with a statement  
40 that, in the event any utilities, services, or facilities are changed

1 to be charged independent of the rent, discontinued or eliminated  
2 during the term of the rental agreement, the landlord agrees to  
3 decrease the amount of rent charged proportionately;

4 ~~((j))~~ (k) A written description, picture, plan, or map of the  
5 boundaries of a mobile home space sufficient to inform the tenant of  
6 the exact location of the tenant's space in relation to other  
7 tenants' spaces;

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

11 ~~((l))~~ (m) A statement of the current zoning of the land on  
12 which the mobile home park is located; ~~(and~~

13 ~~(m))~~ (n) A statement of the expiration date of any conditional  
14 use, temporary use, or other land use permit subject to a fixed  
15 expiration date that is necessary for the continued use of the land  
16 as a mobile home park; and

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

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

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

26 (b) Which authorizes the towing or impounding of a vehicle except  
27 upon notice to the owner thereof or the tenant whose guest is the  
28 owner of the vehicle;

29 (c) Which allows the landlord to alter the due date for rent  
30 payment or increase the rent: (i) During the term of the rental  
31 agreement if the term is less than ~~((one))~~ two years, or (ii) more  
32 frequently than ~~((annually))~~ biennially if the term is for ~~((one))~~  
33 two years or more: PROVIDED, That a rental agreement may include an  
34 escalation clause for a pro rata share of any increase in the mobile  
35 home park's real property taxes or utility assessments or charges,  
36 over the base taxes or utility assessments or charges of the year in  
37 which the rental agreement took effect, if the clause also provides  
38 for a pro rata reduction in rent or other charges in the event of a  
39 reduction in real property taxes or utility assessments or charges,  
40 below the base year: PROVIDED FURTHER, That a rental agreement for a

1 term exceeding (~~one~~) two years may provide for (~~annual~~) biennial  
2 increases in rent in specified amounts or by a formula specified in  
3 such agreement;

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

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

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

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

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

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

26 **Sec. 5.** RCW 59.20.070 and 2012 c 213 s 2 are each amended to  
27 read as follows:

28 A landlord shall not:

29 (1) Deny any tenant the right to sell such tenant's mobile home,  
30 manufactured home, or park model within a park, or prohibit, in any  
31 manner, any tenant from posting on the tenant's manufactured/mobile  
32 home or park model, or on the rented mobile home lot, a commercially  
33 reasonable "for sale" sign or any similar sign designed to advertise  
34 the sale of the manufactured/mobile home or park model. In addition,  
35 a landlord shall not require the removal of the mobile home,  
36 manufactured home, or park model from the park because of the sale  
37 thereof. Requirements for the transfer of the rental agreement are in  
38 RCW 59.20.073. Nothing in this subsection prohibits a landlord from  
39 enforcing reasonable rules or restrictions regarding the placement of



1 "for sale" signs on the tenant's manufactured/mobile home or park  
2 model, or on the rented mobile home lot, if (a) the main purpose of  
3 the rules or restrictions is to protect the safety of park tenants or  
4 residents and (b) the rules or restrictions comply with RCW  
5 59.20.045. The landlord may restrict the number of "for sale" signs  
6 on the lot to two and may restrict the size of the signs to conform  
7 to those in common use by home sale businesses;

8 (2) Restrict the tenant's freedom of choice in purchasing goods  
9 or services but may reserve the right to approve or disapprove any  
10 exterior structural improvements on a mobile home space: PROVIDED,  
11 That door-to-door solicitation in the mobile home park may be  
12 restricted in the rental agreement. Door-to-door solicitation does  
13 not include public officials, housing and low-income assistance  
14 organizations, or candidates for public office meeting or  
15 distributing information to tenants in accordance with subsection (3)  
16 or (4) of this section;

17 (3) Prohibit the distribution of information or meetings by  
18 tenants of the mobile home park to discuss mobile home living and  
19 affairs, including political caucuses or forums for or speeches of  
20 public officials or candidates for public office, meetings with  
21 housing and low-income assistance organizations, or meetings of  
22 organizations that represent the interest of tenants in the park,  
23 held in a tenant's home or any of the park community or recreation  
24 halls if these halls are open for the use of the tenants, conducted  
25 at reasonable times and in an orderly manner on the premises, nor  
26 penalize any tenant for participation in such activities;

27 (4) Prohibit a public official, housing and low-income assistance  
28 organization, or candidate for public office from meeting with or  
29 distributing information to tenants in their individual mobile homes,  
30 manufactured homes, or park models, nor penalize any tenant for  
31 participating in these meetings or receiving this information;

32 (5) Evict a tenant, terminate a rental agreement, decline to  
33 renew a rental agreement, increase rental or other tenant  
34 obligations, decrease services, or modify park rules in retaliation  
35 for any of the following actions on the part of a tenant taken in  
36 good faith:

37 (a) Filing a complaint with any federal, state, county, or  
38 municipal governmental authority relating to any alleged violation by  
39 the landlord of an applicable statute, regulation, or ordinance;

1 (b) Requesting the landlord to comply with the provision of this  
2 chapter or other applicable statute, regulation, or ordinance of the  
3 state, county, or municipality;

4 (c) Filing suit against the landlord for any reason;

5 (d) Participation or membership in any homeowners association or  
6 group;

7 (6) Charge to any tenant a utility fee in excess of actual  
8 utility costs or intentionally cause termination or interruption of  
9 any tenant's utility services, including water, heat, electricity, or  
10 gas, except when an interruption of a reasonable duration is required  
11 to make necessary repairs;

12 (7) Remove or exclude a tenant from the premises unless this  
13 chapter is complied with or the exclusion or removal is under an  
14 appropriate court order; or

15 (8) Prevent the entry or require the removal of a mobile home,  
16 manufactured home, or park model for the sole reason that the mobile  
17 home has reached a certain age. Nothing in this subsection shall  
18 limit a (~~landlords'~~) landlord's right to exclude or expel a mobile  
19 home, manufactured home, or park model for any other reason,  
20 including but not limited to, failure to comply with fire, safety,  
21 and other provisions of local ordinances and state laws relating to  
22 mobile homes, manufactured homes, and park models, as long as the  
23 action conforms to this chapter or any other relevant statutory  
24 provision.

25 **Sec. 6.** RCW 59.20.073 and 2012 c 213 s 3 are each amended to  
26 read as follows:

27 (1) Any rental agreement shall be assignable by the tenant to any  
28 person to whom he or she sells or transfers title to the mobile home,  
29 manufactured home, or park model.

30 (2) A tenant who sells a mobile home, manufactured home, or park  
31 model within a park shall notify the landlord in writing of the date  
32 of the intended sale and transfer of the rental agreement at least  
33 fifteen days in advance of such intended transfer and shall notify  
34 the buyer in writing of the provisions of this section. The tenant  
35 shall verify in writing to the landlord payment of all taxes, rent,  
36 and reasonable expenses due on the mobile home, manufactured home, or  
37 park model and mobile home lot. The tenant shall notify the buyer of  
38 all taxes, rent, and reasonable expenses due on the manufactured/  
39 mobile home or park model and the mobile home lot.

1       ~~(3) ((The landlord shall notify the selling tenant, in writing,~~  
2 ~~of a refusal to permit transfer of the rental agreement at least~~  
3 ~~seven days in advance of such intended transfer.))~~ At least seven  
4 days in advance of such intended transfer, the landlord shall:

5       (a) Notify the selling tenant, in writing, of a refusal to permit  
6 transfer of the rental agreement; or

7       (b) If the landlord approves of the transfer, provide the buyer  
8 with copies of the written rental agreement, the rules and  
9 regulations, and all other documents related to the tenancy. A  
10 landlord may not accept payment for rent or deposit from the buyer  
11 until the landlord has provided the buyer with these copies.

12       (4) The landlord may require the mobile home, manufactured home,  
13 or park model to meet applicable fire and safety standards if a state  
14 or local agency responsible for the enforcement of fire and safety  
15 standards has issued a notice of violation of those standards to the  
16 tenant and those violations remain uncorrected. Upon correction of  
17 the violation to the satisfaction of the state or local agency  
18 responsible for the enforcement of that notice of violation, the  
19 landlord's refusal to permit the transfer is deemed withdrawn.

20       (5) The landlord shall approve or disapprove of the assignment of  
21 a rental agreement on the same basis that the landlord approves or  
22 disapproves of any new tenant, and any disapproval shall be in  
23 writing. Consent to an assignment shall not be unreasonably withheld.

24       (6) Failure to notify the landlord in writing, as required under  
25 subsection (2) of this section; or failure of the new tenant to make  
26 a good faith attempt to arrange an interview with the landlord to  
27 discuss assignment of the rental agreement; or failure of the current  
28 or new tenant to obtain written approval of the landlord for  
29 assignment of the rental agreement, shall be grounds for disapproval  
30 of such transfer.

31       **Sec. 7.** RCW 59.20.080 and 2012 c 213 s 4 are each amended to  
32 read as follows:

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

36       (a) Substantial violation, or repeated or periodic violations, of  
37 an enforceable rule of the mobile home park as established by the  
38 landlord at the inception of the tenancy or as assumed subsequently  
39 with the consent of the tenant or for violation of the tenant's

1 duties as provided in RCW 59.20.140. The tenant shall be given  
2 written notice to cease the rule violation immediately. The notice  
3 shall state that failure to cease the violation of the rule or any  
4 subsequent violation of that or any other rule shall result in  
5 termination of the tenancy, and that the tenant shall vacate the  
6 premises within (~~(fifteen)~~) thirty days: PROVIDED, That for a  
7 periodic violation the notice shall also specify that repetition of  
8 the same violation shall result in termination: PROVIDED FURTHER,  
9 That in the case of a violation of a "material change" in park rules  
10 with respect to pets, tenants with minor children living with them,  
11 or recreational facilities, the tenant shall be given written notice  
12 under this chapter of a six month period in which to comply or  
13 vacate;

14 (b) Nonpayment of rent or other charges specified in the rental  
15 agreement, upon (~~(five)~~) fifteen days written notice to pay rent  
16 and/or other charges or to vacate;

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

21 (d) Failure of the tenant to comply with local ordinances and  
22 state laws and regulations relating to mobile homes, manufactured  
23 homes, or park models or mobile home, manufactured homes, or park  
24 model living within a reasonable time after the tenant's receipt of  
25 notice of such noncompliance from the appropriate governmental  
26 agency;

27 (e) Change of land use of the mobile home park including, but not  
28 limited to, conversion to a use other than for mobile homes,  
29 manufactured homes, or park models or conversion of the mobile home  
30 park to a mobile home park cooperative or mobile home park  
31 subdivision. The landlord shall give the tenants (~~(twelve months')~~)  
32 three years' notice in advance of the effective date of such change.  
33 The three years' closure notice requirement does not apply if:

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

36 (ii) The mobile home park or manufactured housing community is  
37 sold to an organization comprised of park or community tenants, to a  
38 nonprofit organization, to a local government, or to a housing  
39 authority for the purpose of preserving the park or community; or

1       (iii) The landlord compensates the tenants for the loss of their  
2 homes at their assessed value at any point during the three years'  
3 notice period and prior to a change of use or sale of the property.  
4 At such time as the compensation is paid, the tenant shall be given  
5 written notice of at least ninety days in which to vacate, and the  
6 tenant shall continue to pay rent for as much time as he or she  
7 remains in the mobile home park or manufactured housing community;

8       (f) Engaging in "criminal activity." "Criminal activity" means a  
9 criminal act defined by statute or ordinance that threatens the  
10 health, safety, or welfare of the tenants. A park owner seeking to  
11 evict a tenant or occupant under this subsection need not produce  
12 evidence of a criminal conviction, even if the alleged misconduct  
13 constitutes a criminal offense. Notice from a law enforcement agency  
14 of criminal activity constitutes sufficient grounds, but not the only  
15 grounds, for an eviction under this subsection. Notification of the  
16 seizure of illegal drugs under RCW 59.20.155 is evidence of criminal  
17 activity and is grounds for an eviction under this subsection. The  
18 requirement that any tenant or occupant register as a sex offender  
19 under RCW 9A.44.130 is grounds for eviction of the sex offender under  
20 this subsection. If criminal activity is alleged to be a basis of  
21 termination, the park owner may proceed directly to an unlawful  
22 detainer action;

23       (g) The tenant's application for tenancy contained a material  
24 misstatement that induced the park owner to approve the tenant as a  
25 resident of the park, and the park owner discovers and acts upon the  
26 misstatement within one year of the time the resident began paying  
27 rent;

28       (h) If the landlord serves a tenant three (~~fifteen-day~~) thirty-  
29 day notices, each of which was valid under (a) of this subsection at  
30 the time of service, within a twelve-month period to comply or vacate  
31 for failure to comply with the material terms of the rental agreement  
32 or an enforceable park rule, other than failure to pay rent by the  
33 due date. The applicable twelve-month period shall commence on the  
34 date of the first violation;

35       (i) Failure of the tenant to comply with obligations imposed upon  
36 tenants by applicable provisions of municipal, county, and state  
37 codes, statutes, ordinances, and regulations, including this chapter.  
38 The landlord shall give the tenant written notice to comply  
39 immediately. The notice must state that failure to comply will result

1 in termination of the tenancy and that the tenant shall vacate the  
2 premises within fifteen days;

3 (j) The tenant engages in disorderly or substantially annoying  
4 conduct upon the park premises that results in the destruction of the  
5 rights of others to the peaceful enjoyment and use of the premises.  
6 The landlord shall give the tenant written notice to comply  
7 immediately. The notice must state that failure to comply will result  
8 in termination of the tenancy and that the tenant shall vacate the  
9 premises within fifteen days;

10 (k) The tenant creates a nuisance that materially affects the  
11 health, safety, and welfare of other park residents. The landlord  
12 shall give the tenant written notice to cease the conduct that  
13 constitutes a nuisance immediately. The notice must describe the  
14 nuisance and state (i) what the tenant must do to cease the nuisance  
15 and (ii) that failure to cease the conduct will result in termination  
16 of the tenancy and that the tenant shall vacate the premises in five  
17 days;

18 (l) Any other substantial just cause that materially affects the  
19 health, safety, and welfare of other park residents. The landlord  
20 shall give the tenant written notice to comply immediately. The  
21 notice must describe the harm caused by the tenant, describe what the  
22 tenant must do to comply and to discontinue the harm, and state that  
23 failure to comply will result in termination of the tenancy and that  
24 the tenant shall vacate the premises within fifteen days; or

25 (m) Failure to pay rent by the due date provided for in the  
26 rental agreement three or more times in a twelve-month period,  
27 commencing with the date of the first violation, after service of a  
28 (~~five-day~~) fifteen-day notice to comply or vacate.

29 (2) Within five days of a notice of eviction as required by  
30 subsection (1)(a) of this section, the landlord and tenant shall  
31 submit any dispute to mediation. The parties may agree in writing to  
32 mediation by an independent third party or through industry mediation  
33 procedures. If the parties cannot agree, then mediation shall be  
34 through industry mediation procedures. A duty is imposed upon both  
35 parties to participate in the mediation process in good faith for a  
36 period of ten days for an eviction under subsection (1)(a) of this  
37 section. It is a defense to an eviction under subsection (1)(a) of  
38 this section that a landlord did not participate in the mediation  
39 process in good faith.

1       (3) Except for a tenant evicted under subsection (1)(c) or (f) of  
2 this section, a tenant evicted from a mobile home park under this  
3 section shall be allowed one hundred twenty days within which to sell  
4 the tenant's mobile home, manufactured home, or park model in place  
5 within the mobile home park: PROVIDED, That the tenant remains  
6 current in the payment of rent incurred after eviction, and pays any  
7 past due rent, reasonable attorneys' fees and court costs at the time  
8 the rental agreement is assigned. The provisions of RCW 59.20.073  
9 regarding transfer of rental agreements apply.

10       (4) Chapters 59.12 and 59.18 RCW govern the eviction of  
11 recreational vehicles, as defined in RCW 59.20.030, from mobile home  
12 parks. This chapter governs the eviction of mobile homes,  
13 manufactured homes, park models, and recreational vehicles used as a  
14 primary residence from a mobile home park.

15       **Sec. 8.** RCW 59.20.210 and 2013 c 23 s 117 are each amended to  
16 read as follows:

17       (1)(a) If at any time during the tenancy, the landlord fails to  
18 carry out any of the duties imposed by RCW 59.20.130, and notice of  
19 the defect is given to the landlord pursuant to RCW 59.20.200, the  
20 tenant may submit to the landlord or the landlord's designated agent  
21 by certified mail or in person at least two bids to perform the  
22 repairs necessary to correct the defective condition from licensed or  
23 registered persons, or if no licensing or registration requirement  
24 applies to the type of work to be performed, from responsible persons  
25 capable of performing such repairs. Such bids may be submitted to the  
26 landlord at the same time as notice is given pursuant to RCW  
27 59.20.200.

28       (b) Upon receipt of any such bids, the landlord shall provide the  
29 tenant with a copy of the notice regarding the manufactured/mobile  
30 home dispute resolution program that the attorney general is required  
31 to produce pursuant to RCW 59.30.030(3)(a) and that landlords are  
32 required to post pursuant to RCW 59.30.030(3)(b)(i).

33       (2) If the landlord fails to commence repair of the defective  
34 condition within a reasonable time after receipt of notice from the  
35 tenant, the tenant may contract with the person submitting the lowest  
36 bid to make the repair, and upon the completion of the repair and an  
37 opportunity for inspection by the landlord or the landlord's  
38 designated agent, the tenant may deduct the cost of repair from the  
39 rent in an amount not to exceed the sum expressed in dollars

1 representing one month's rental of the tenant's mobile home space in  
2 any calendar year. When, however, the landlord is required to begin  
3 remedying the defective condition within thirty days under RCW  
4 59.20.200, the tenant cannot contract for repairs for at least  
5 fifteen days following receipt of bids by the landlord. The total  
6 costs of repairs deducted by the tenant in any calendar year under  
7 this subsection shall not exceed the sum expressed in dollars  
8 representing one month's rental of the tenant's mobile home space.

9 (3) Two or more tenants shall not collectively initiate remedies  
10 under this section. Remedial action under this section shall not be  
11 initiated for conditions in the design or construction existing in a  
12 mobile home park before June 7, 1984.

13 (4) The provisions of this section shall not:

14 (a) Create a relationship of employer and employee between  
15 landlord and tenant; or

16 (b) Create liability under the worker's compensation act; or

17 (c) Constitute the tenant as an agent of the landlord for the  
18 purposes of mechanics' and material suppliers' liens under chapter  
19 60.04 RCW.

20 (5) Any repair work performed under this section shall comply  
21 with the requirements imposed by any applicable code, statute,  
22 ordinance, or rule. A landlord whose property is damaged because of  
23 repairs performed in a negligent manner may recover the actual  
24 damages in an action against the tenant.

25 (6) Nothing in this section shall prevent the tenant from  
26 agreeing with the landlord to undertake the repairs in return for  
27 cash payment or a reasonable reduction in rent, the agreement to be  
28 between the parties, and this agreement does not alter the landlord's  
29 obligations under this chapter.

30 NEW SECTION. **Sec. 9.** A new section is added to chapter 59.20  
31 RCW to read as follows:

32 (1) A court may order an unlawful detainer action to be of  
33 limited dissemination for one or more persons if: (a) The court finds  
34 that the plaintiff's case was sufficiently without basis in fact or  
35 law; (b) the tenancy was reinstated by the court; or (c) other good  
36 cause exists for limiting dissemination of the unlawful detainer  
37 action.

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



1 (3) When an order for limited dissemination of an unlawful  
2 detainer action has been entered with respect to a person, a tenant  
3 screening service provider must not: (a) Disclose the existence of  
4 that unlawful detainer action in a tenant screening report pertaining  
5 to the person for whom dissemination has been limited, or (b) use the  
6 unlawful detainer action as a factor in determining any score or  
7 recommendation to be included in a tenant screening report pertaining  
8 to the person for whom dissemination has been limited.

9 **Sec. 10.** RCW 59.21.030 and 2006 c 296 s 1 are each amended to  
10 read as follows:

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

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

17 "CLOSURE NOTICE TO TENANTS

18 NOTICE IS HEREBY GIVEN on the . . . . day of . . . ., . . . ., of  
19 a conversion of this mobile home park or manufactured housing  
20 community to a use other than for mobile homes, manufactured homes,  
21 or park models, or of a conversion of the mobile home park or  
22 manufactured housing community to a mobile home park cooperative or a  
23 mobile home park subdivision. This change of use becomes effective on  
24 the . . . . day of . . . ., . . . ., which is the date three years  
25 after the date this closure notice is given.

26 PARK OR COMMUNITY MANAGEMENT OR OWNERSHIP INFORMATION:

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

30 Name:

31 Address:

32 Telephone:

33 PURCHASER INFORMATION, if applicable:

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

36 Name:

37 Address:

38 Telephone:

39 PARK PURCHASE BY TENANT ORGANIZATIONS, if applicable:

1 The owner of this mobile home park or manufactured housing  
2 community is willing to entertain an offer of purchase by an  
3 organization or group consisting of park or community tenants or a  
4 not-for-profit agency designated by the tenants. Tenants should  
5 contact the park owner or park management with such an offer. For  
6 assistance in forming an organization to purchase the park or  
7 community and for possible financial resources to assist with such a  
8 purchase, contact the Office of Mobile/Manufactured Home Relocation  
9 Assistance within the Department of Commerce.

10 RELOCATION ASSISTANCE RESOURCES:

11 For information about the availability of relocation assistance,  
12 contact the Office of Mobile/Manufactured Home Relocation Assistance  
13 within the Department of Commerce."

14 (3) The closure notice required by RCW 59.20.080 must also meet  
15 the following requirements:

16 (a) A copy of the closure notice must be provided with all  
17 (~~month-to-month~~) rental agreements signed after the original park  
18 closure notice date as required under RCW 59.20.060;

19 (b) Notice to the director must include: (i) A good faith  
20 estimate of the timetable for removal of the mobile homes; (ii) the  
21 reason for closure; and (iii) a list of the names and mailing  
22 addresses of the current registered park tenants. Notice required  
23 under this subsection must be sent to the director within ten  
24 business days of the date notice was given to all tenants as required  
25 by RCW 59.20.080; and

26 (c) Notice must be recorded in the office of the county auditor  
27 for the county where the mobile home park is located.

28 (~~(+2)~~) (4) The department must mail every tenant an application  
29 and information on relocation assistance within ten business days of  
30 receipt of the notice required in subsection (1) of this section.

31 NEW SECTION. Sec. 11. A new section is added to chapter 59.21  
32 RCW to read as follows:

33 (1) The department shall produce and maintain on its web site  
34 translated versions of the notice under RCW 59.21.030 in the top ten  
35 languages spoken in Washington state and, at the discretion of the  
36 department, other languages. The notice must be made available upon  
37 request in printed form on one letter size paper, eight and one-half  
38 by eleven inches, and in an easily readable font size.

1           (2) The department shall also provide on its web site information  
2 on where tenants can access legal or advocacy resources, including  
3 information on any immigrant and cultural organizations where tenants  
4 can receive assistance in their primary language.

--- **END** ---