

CERTIFICATION OF ENROLLMENT
ENGROSSED SECOND SUBSTITUTE SENATE BILL 5198

68th Legislature
2023 Regular Session

Passed by the Senate March 3, 2023
Yeas 31 Nays 17

President of the Senate

Passed by the House March 23, 2023
Yeas 95 Nays 3

**Speaker of the House of
Representatives**

Approved

Governor of the State of Washington

CERTIFICATE

I, Sarah Bannister, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SECOND SUBSTITUTE SENATE BILL 5198** as passed by the Senate and the House of Representatives on the dates hereon set forth.

Secretary

FILED

**Secretary of State
State of Washington**

ENGROSSED SECOND SUBSTITUTE SENATE BILL 5198

Passed Legislature - 2023 Regular Session

State of Washington

68th Legislature

2023 Regular Session

By Senate Ways & Means (originally sponsored by Senators Frame, Kuderer, Hasegawa, Hunt, Keiser, Lovelett, Nobles, Valdez, and C. Wilson)

READ FIRST TIME 02/24/23.

1 AN ACT Relating to the sale or lease of manufactured/mobile home
2 communities and the property on which they sit; amending RCW
3 59.20.060, 59.20.073, 59.20.080, 59.20.300, 59.20.305, and 59.21.040;
4 reenacting and amending RCW 59.20.030; adding new sections to chapter
5 59.20 RCW; creating a new section; and prescribing penalties.

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

7 NEW SECTION. **Sec. 1.** (1) The legislature finds that:

8 (a) Manufactured/mobile homes provide a significant source of
9 homeownership opportunities for Washington state residents. However,
10 the increasing number of closures and conversions to other uses of
11 manufactured housing communities and mobile home parks, combined with
12 low vacancy rates in existing parks and communities and the extremely
13 high cost of moving homes when these parks and communities close,
14 make this type of affordable housing option increasingly insecure for
15 the tenants who reside in these parks and communities.

16 (b) Many tenants who reside in these parks and communities are
17 senior citizens or low-income households and are, therefore, the
18 residents most in need of reasonable security or permanency in the
19 siting of their home because of the adverse impacts on the health,
20 safety, and welfare of tenants forced to move due to closure or

1 conversion to another use of the manufactured housing community or
2 mobile home park.

3 (2) It is the intent of the legislature to encourage and
4 facilitate the preservation of existing manufactured/mobile home
5 communities in the event of voluntary sales of the manufactured/
6 mobile home communities and, to the extent necessary and possible,
7 involve manufactured/mobile home community tenants or an eligible
8 organization, such as a nonprofit organization, housing authority,
9 community land trust, resident nonprofit cooperative, or local
10 government, in the preservation of manufactured/mobile home
11 communities.

12 (3) The legislature further finds that when the sale of a
13 manufactured/mobile home park to the community tenants or an eligible
14 organization is not possible, a minimum notification period of two
15 years before the closure or conversion of a community or park is a
16 reasonable balancing of the rights and interests of both community
17 and park owners and the manufactured/mobile home owners, unless the
18 owners justly compensate the homeowners for the loss of their homes.

19 **Sec. 2.** RCW 59.20.030 and 2019 c 342 s 1 and 2019 c 23 s 4 are
20 each reenacted and amended to read as follows:

21 For purposes of this chapter:

22 (1) "Abandoned" as it relates to a mobile home, manufactured
23 home, or park model owned by a tenant in a mobile home park, mobile
24 home park cooperative, or mobile home park subdivision or tenancy in
25 a mobile home lot means the tenant has defaulted in rent and by
26 absence and by words or actions reasonably indicates the intention
27 not to continue tenancy;

28 (2) "Active duty" means service authorized by the president of
29 the United States, the secretary of defense, or the governor for a
30 period of more than thirty consecutive days;

31 (3) "Community land trust" means a private, nonprofit, community-
32 governed, and/or membership corporation whose mission is to acquire,
33 hold, develop, lease, and steward land for making homes, farmland,
34 gardens, businesses, and other community assets permanently
35 affordable for current and future generations. A community land
36 trust's bylaws prescribe that the governing board is comprised of
37 individuals who reside in the community land trust's service area,
38 one-third of whom are currently, or could be, community land trust
39 leaseholders;

1 (4) "Eligible organization" includes community land trusts,
2 resident nonprofit cooperatives, local governments, local housing
3 authorities, nonprofit community or neighborhood-based organizations,
4 federally recognized Indian tribes in the state of Washington, and
5 regional or statewide nonprofit housing assistance organizations;

6 (~~(4)~~) (5) "Housing and low-income assistance organization"
7 means an organization that provides tenants living in mobile home
8 parks, manufactured housing communities, and manufactured/mobile home
9 communities with information about their rights and other pertinent
10 information;

11 (~~(5)~~) (6) "Housing authority" or "authority" means any of the
12 public body corporate and politic created in RCW 35.82.030;

13 (~~(6)~~) (7) "Landlord" or "owner" means the owner of a mobile
14 home park and includes the agents of (~~a landlord~~) the owner;

15 (~~(7)~~) (8) "Local government" means a town government, city
16 government, code city government, or county government in the state
17 of Washington;

18 (~~(8)~~) (9) "Manufactured home" means a single-family dwelling
19 built according to the United States department of housing and urban
20 development manufactured home construction and safety standards act,
21 which is a national preemptive building code. A manufactured home
22 also: (a) Includes plumbing, heating, air conditioning, and
23 electrical systems; (b) is built on a permanent chassis; and (c) can
24 be transported in one or more sections with each section at least
25 eight feet wide and (~~forty~~) 40 feet long when transported, or when
26 installed on the site is three hundred twenty square feet or greater;

27 (~~(9)~~) (10) "Manufactured/mobile home" means either a
28 manufactured home or a mobile home;

29 (~~(10)~~) (11) "Mobile home" means a factory-built dwelling built
30 prior to June 15, 1976, to standards other than the United States
31 department of housing and urban development code, and acceptable
32 under applicable state codes in effect at the time of construction or
33 introduction of the home into the state. Mobile homes have not been
34 built since the introduction of the United States department of
35 housing and urban development manufactured home construction and
36 safety act;

37 (~~(11)~~) (12) "Mobile home lot" means a portion of a mobile home
38 park or manufactured housing community designated as the location of
39 one mobile home, manufactured home, or park model and its accessory
40 buildings, and intended for the exclusive use as a primary residence

1 by the occupants of that mobile home, manufactured home, or park
2 model;

3 ~~((12))~~ (13) "Mobile home park cooperative" or "manufactured
4 housing cooperative" means real property consisting of common areas
5 and two or more lots held out for placement of mobile homes,
6 manufactured homes, or park models in which both the individual lots
7 and the common areas are owned by an association of shareholders
8 which leases or otherwise extends the right to occupy individual lots
9 to its own members;

10 ~~((13))~~ (14) "Mobile home park subdivision" or "manufactured
11 housing subdivision" means real property, whether it is called a
12 subdivision, condominium, or planned unit development, consisting of
13 common areas and two or more lots held for placement of mobile homes,
14 manufactured homes, or park models in which there is private
15 ownership of the individual lots and common, undivided ownership of
16 the common areas by owners of the individual lots;

17 ~~((14))~~ (15) "Mobile home park," "manufactured housing
18 community," or "manufactured/mobile home community" means any real
19 property which is rented or held out for rent to others for the
20 placement of two or more mobile homes, manufactured homes, or park
21 models for the primary purpose of production of income, except where
22 such real property is rented or held out for rent for seasonal
23 recreational purpose only and is not intended for year-round
24 occupancy;

25 ~~((15))~~ (16) "Notice of opportunity to compete to purchase"
26 means a notice required under section 8 of this act;

27 (17) "Notice of sale" means a notice required under RCW 59.20.300
28 to be delivered to all tenants of a manufactured/mobile home
29 community and other specified parties within ~~((fourteen))~~ 14 days
30 after the date on which any advertisement, ~~((multiple))~~ listing, or
31 public or private notice ~~((advertises))~~ is first made advertising
32 that a manufactured/mobile home community or the property on which it
33 sits is for sale or lease. A delivered notice of opportunity to
34 compete to purchase acts as a notice of sale;

35 ~~((16))~~ (18) "Occupant" means any person, including a live-in
36 care provider, other than a tenant, who occupies a mobile home,
37 manufactured home, or park model and mobile home lot;

38 ~~((17))~~ (19) "Orders" means written official military orders, or
39 any written notification, certification, or verification from the

1 service member's commanding officer, with respect to the service
2 member's current or future military status;

3 ~~((18))~~ (20) "Park model" means a recreational vehicle intended
4 for permanent or semi-permanent installation and is used as a primary
5 residence;

6 ~~((19))~~ (21) "Permanent change of station" means: (a) Transfer
7 to a unit located at another port or duty station; (b) change of a
8 unit's home port or permanent duty station; (c) call to active duty
9 for a period not less than ~~((ninety))~~ 90 days; (d) separation; or (e)
10 retirement;

11 ~~((20))~~ (22) "Qualified sale of manufactured/mobile home
12 community" means the sale, as defined in RCW 82.45.010, of land and
13 improvements comprising a manufactured/mobile home community that is
14 transferred in a single purchase to a qualified tenant organization
15 or to an eligible organization for the purpose of preserving the
16 property as a manufactured/mobile home community;

17 ~~((21))~~ (23) "Qualified tenant organization" means a formal
18 organization of tenants within a manufactured/mobile home community,
19 with the only requirement for membership consisting of being a
20 tenant. If a majority of the tenants, based on home sites within the
21 manufactured/mobile home community, agree that they want to preserve
22 the manufactured/mobile home community then they will appoint a
23 spokesperson to represent the wishes of the qualified tenant
24 organization to the landlord and the landlord's representative;

25 ~~((22))~~ (24) "Recreational vehicle" means a travel trailer,
26 motor home, truck camper, or camping trailer that is primarily
27 designed and used as temporary living quarters, is either self-
28 propelled or mounted on or drawn by another vehicle, is transient, is
29 not occupied as a primary residence, and is not immobilized or
30 permanently affixed to a mobile home lot;

31 ~~((23))~~ (25) "Resident nonprofit cooperative" means a nonprofit
32 cooperative corporation formed by a group of manufactured/mobile home
33 community residents for the purpose of acquiring the manufactured/
34 mobile home community in which they reside and converting the
35 manufactured/mobile home community to a mobile home park cooperative
36 or manufactured housing cooperative;

37 (26) "Service member" means an active member of the United States
38 armed forces, a member of a military reserve component, or a member
39 of the national guard who is either stationed in or a resident of
40 Washington state;

1 ~~((24))~~ (27) "Tenant" means any person, except a transient, who
2 rents a mobile home lot;

3 ~~((25))~~ (28) "Transient" means a person who rents a mobile home
4 lot for a period of less than one month for purposes other than as a
5 primary residence.

6 **Sec. 3.** RCW 59.20.060 and 2022 c 95 s 4 are each amended to read
7 as follows:

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

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

15 (b) Reasonable rules for guest parking which shall be clearly
16 stated;

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

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

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

27 (f) A forwarding address of the tenant or the name and address of
28 a person who would likely know the whereabouts of the tenant in the
29 event of an emergency or an abandonment of the mobile home,
30 manufactured home, or park model;

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

37 ~~((ii)) A ((rental agreement may, in the alternative, contain a))
38 statement that: "The park may be sold or otherwise transferred at any
39 time with the result that subsequent owners may close the mobile home~~

1 park, or that the landlord may close the park at any time after the
2 required closure notice as provided in RCW 59.20.080." The (~~covenant~~
3 ~~or~~) statement required by this subsection must: (~~(A)~~) (i) Appear
4 in print that is in boldface and is larger than the other text of the
5 rental agreement; (~~(B)~~) (ii) be set off by means of a box, blank
6 space, or comparable visual device; and (~~(C)~~) (iii) be located
7 directly above the tenant's signature on the rental agreement;

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

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

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

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

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

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

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

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

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

39 (a) Which allows the landlord to charge a fee for guest parking
40 unless a violation of the rules for guest parking occurs: PROVIDED,

1 That a fee may be charged for guest parking which covers an extended
2 period of time as defined in the rental agreement;

3 (b) Which authorizes the towing or impounding of a vehicle except
4 upon notice to the owner thereof or the tenant whose guest is the
5 owner of the vehicle;

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

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

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

32 (f) Which allows the landlord to charge a fee for guests:
33 PROVIDED, That a landlord may establish rules charging for guests who
34 remain on the premises for more than (~~fifteen~~) 15 days in any 60-
35 day period;

36 (g) By which the tenant agrees to waive or forego homestead
37 rights provided by chapter 6.13 RCW. This subsection shall not
38 prohibit such waiver after a default in rent so long as such waiver
39 is in writing signed by the husband and wife or by an unmarried
40 claimant and in consideration of the landlord's agreement not to

1 terminate the tenancy for a period of time specified in the waiver if
2 the landlord would be otherwise entitled to terminate the tenancy
3 under this chapter;

4 (h) By which, at the time the rental agreement is entered into,
5 the landlord and tenant agree to the selection of a particular
6 arbitrator; or

7 (i) By which the tenant agrees to make rent payments through
8 electronic means only.

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

11 **Sec. 4.** RCW 59.20.073 and 2019 c 342 s 5 are each amended to
12 read as follows:

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

16 (2) A tenant who sells a mobile home, manufactured home, or park
17 model within a park must provide the buyer with a copy of a closure
18 notice provided by the landlord pursuant to RCW 59.20.080, if such
19 notice is in effect, at least 15 days in advance of the intended sale
20 and transfer.

21 (3) A tenant who sells a mobile home, manufactured home, or park
22 model within a park shall notify the landlord in writing of the date
23 of the intended sale and transfer of the rental agreement at least
24 (~~fifteen~~) 15 days in advance of such intended transfer and shall
25 notify the buyer in writing of the provisions of this section. The
26 tenant shall verify in writing to the landlord payment of all taxes,
27 rent, and reasonable expenses due on the mobile home, manufactured
28 home, or park model and mobile home lot. The tenant shall notify the
29 buyer of all taxes, rent, and reasonable expenses due on the
30 manufactured/mobile home or park model and the mobile home lot.

31 (~~(3)~~) (4) At least seven days in advance of such intended
32 transfer, the landlord shall:

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

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

1 (~~(4)~~) (5) The landlord may require the mobile home,
2 manufactured home, or park model to meet applicable fire and safety
3 standards if a state or local agency responsible for the enforcement
4 of fire and safety standards has issued a notice of violation of
5 those standards to the tenant and those violations remain
6 uncorrected. Upon correction of the violation to the satisfaction of
7 the state or local agency responsible for the enforcement of that
8 notice of violation, the landlord's refusal to permit the transfer is
9 deemed withdrawn.

10 (~~(5)~~) (6) The landlord shall approve or disapprove of the
11 assignment of a rental agreement on the same basis that the landlord
12 approves or disapproves of any new tenant, and any disapproval shall
13 be in writing. Consent to an assignment shall not be unreasonably
14 withheld.

15 (~~(6)~~) (7) Failure to notify the landlord in writing, as
16 required under subsection (~~(2)~~) (3) of this section; or failure of
17 the new tenant to make a good faith attempt to arrange an interview
18 with the landlord to discuss assignment of the rental agreement; or
19 failure of the current or new tenant to obtain written approval of
20 the landlord for assignment of the rental agreement, shall be grounds
21 for disapproval of such transfer.

22 **Sec. 5.** RCW 59.20.080 and 2019 c 342 s 6 are each amended to
23 read as follows:

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

27 (a) In accordance with RCW 59.20.045(6), substantial violation,
28 or repeated or periodic violations, of an enforceable rule of the
29 mobile home park as established by the landlord at the inception of
30 or during the tenancy or for violation of the tenant's duties as
31 provided in RCW 59.20.140. The tenant shall be given written notice
32 to cease the rule violation immediately. The notice shall state that
33 failure to cease the violation of the rule or any subsequent
34 violation of that or any other rule shall result in termination of
35 the tenancy, and that the tenant shall vacate the premises within
36 twenty days: PROVIDED, That for a periodic violation the notice shall
37 also specify that repetition of the same violation shall result in
38 termination: PROVIDED FURTHER, That in the case of a violation of a
39 "material change" in park rules with respect to pets, tenants with

1 minor children living with them, or recreational facilities, the
2 tenant shall be given written notice under this chapter of a six
3 month period in which to comply or vacate;

4 (b) Nonpayment of rent or other charges specified in the rental
5 agreement, upon (~~fourteen~~) 14 days written notice to pay rent
6 and/or other charges or to vacate;

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

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

17 (e) Change of land use of the mobile home park including, but not
18 limited to, closure of the mobile home park or conversion to a use
19 other than for mobile homes, manufactured homes, or park models or
20 conversion of the mobile home park to a mobile home park cooperative
21 or mobile home park subdivision. The landlord shall give the tenants
22 (~~twelve months'~~) two years' notice, in the form of a closure notice
23 meeting the requirements of RCW 59.21.030, in advance of the
24 effective date of such change. The two-year closure notice
25 requirement does not apply if:

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

28 (ii) The mobile home park or manufactured housing community is
29 sold or transferred to a county in order to reduce conflicting
30 residential uses near a military installation;

31 (iii) The mobile home park or manufactured housing community is
32 sold to an eligible organization (~~comprised of park or community~~
33 ~~tenants, to a nonprofit organization, to a local government, or to a~~
34 ~~housing authority for the purpose of preserving the park or~~
35 ~~community)); (~~or~~~~

36 (~~iii~~)) (iv) The landlord (~~compensates~~) provides relocation
37 assistance of at least \$15,000 for a multisection home or of at least
38 \$10,000 for a single section home, establishes a simple,
39 straightforward, and timely process for compensating the tenants for
40 the loss of their homes and actually compensates the tenants for the

1 loss of their homes, at ((their assessed value, as determined by the
2 county assessor as of the date the closure notice is issued)) the
3 greater of 50 percent of their assessed market value in the tax year
4 prior to the notice of closure being issued, or \$5,000, at any point
5 during the closure notice period and prior to a change of use or sale
6 of the property. At such time as the compensation is paid, the tenant
7 shall be given written notice of at least ((ninety days)) 12 months
8 in which to vacate, and the tenant shall continue to pay rent for as
9 much time as he or she remains in the mobile home park or
10 manufactured housing community. Nothing in this subsection (1)(e)(iv)
11 prevents a tenant from relocating his or her home out of the mobile
12 home park or manufactured housing community pursuant to chapter 59.21
13 RCW. In the event that a home remains in the mobile home park or
14 manufactured housing community after a tenant vacates, the landlord
15 shall be responsible for its demolition or disposal. A landlord is
16 still eligible for demolition and disposal costs pursuant to RCW
17 59.21.021. Homeowners who receive payments or financial assistance
18 from landlords as described in this subsection (1)(e)(iv) remain
19 eligible to receive other state assistance for which they may be
20 eligible including, but not limited to, relocation assistance funds
21 pursuant to RCW 59.21.021; or

22 (v) The landlord provides relocation assistance of at least
23 \$15,000 for a multisection home and of at least \$10,000 for a single
24 section home at any point during the closure notice period and prior
25 to a change of use or sale of the property. At such time as the
26 assistance is paid, the tenant shall be given written notice of at
27 least 18 months in which to vacate, and the tenant shall continue to
28 pay rent for as much time as he or she remains in the mobile home
29 park or manufactured housing community. Nothing in this subsection
30 (1)(e)(v) prevents a tenant from relocating his or her home out of
31 the mobile home park or manufactured housing community pursuant to
32 chapter 59.21 RCW. In the event that a home remains in the mobile
33 home park or manufactured housing community after a tenant vacates,
34 the landlord shall be responsible for its demolition or disposal. A
35 landlord is still eligible for demolition and disposal costs pursuant
36 to RCW 59.21.021. Homeowners who receive payments or financial
37 assistance from landlords as described in this subsection (1)(e)(v)
38 remain eligible to receive other state assistance for which they may
39 be eligible including, but not limited to, relocation assistance
40 funds pursuant to RCW 59.21.021;

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

16 (g) The tenant's application for tenancy contained a material
17 misstatement that induced the park owner to approve the tenant as a
18 resident of the park, and the park owner discovers and acts upon the
19 misstatement within one year of the time the resident began paying
20 rent;

21 (h) If the landlord serves a tenant three (~~twenty-day~~) 20-day
22 notices, each of which was valid under (a) of this subsection at the
23 time of service, within a (~~twelve-month~~) 12-month period to comply
24 or vacate for failure to comply with the material terms of the rental
25 agreement or an enforceable park rule, other than failure to pay rent
26 by the due date. The applicable (~~twelve-month~~) 12-month period
27 shall commence on the date of the first violation;

28 (i) Failure of the tenant to comply with obligations imposed upon
29 tenants by applicable provisions of municipal, county, and state
30 codes, statutes, ordinances, and regulations, including this chapter.
31 The landlord shall give the tenant written notice to comply
32 immediately. The notice must state that failure to comply will result
33 in termination of the tenancy and that the tenant shall vacate the
34 premises within (~~fifteen~~) 15 days;

35 (j) The tenant engages in disorderly or substantially annoying
36 conduct upon the park premises that results in the destruction of the
37 rights of others to the peaceful enjoyment and use of the premises.
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)~~) 15 days;

3 (k) The tenant creates a nuisance that materially affects the
4 health, safety, and welfare of other park residents. The landlord
5 shall give the tenant written notice to cease the conduct that
6 constitutes a nuisance immediately. The notice must describe the
7 nuisance and state (i) what the tenant must do to cease the nuisance
8 and (ii) that failure to cease the conduct will result in termination
9 of the tenancy and that the tenant shall vacate the premises in five
10 days;

11 (l) Any other substantial just cause that materially affects the
12 health, safety, and welfare of other park residents. The landlord
13 shall give the tenant written notice to comply immediately. The
14 notice must describe the harm caused by the tenant, describe what the
15 tenant must do to comply and to discontinue the harm, and state that
16 failure to comply will result in termination of the tenancy and that
17 the tenant shall vacate the premises within (~~(fifteen)~~) 15 days; or

18 (m) Failure to pay rent by the due date provided for in the
19 rental agreement three or more times in a (~~(twelve-month)~~) 12-month
20 period, commencing with the date of the first violation, after
21 service of a (~~(fourteen-day)~~) 14-day notice to comply or vacate.

22 (2) Within five days of a notice of eviction as required by
23 subsection (1)(a) of this section, the landlord and tenant shall
24 submit any dispute to mediation. The parties may agree in writing to
25 mediation by an independent third party or through industry mediation
26 procedures. If the parties cannot agree, then mediation shall be
27 through industry mediation procedures. A duty is imposed upon both
28 parties to participate in the mediation process in good faith for a
29 period of (~~(ten)~~) 10 days for an eviction under subsection (1)(a)
30 of this section. It is a defense to an eviction under subsection (1)(a)
31 of this section that a landlord did not participate in the mediation
32 process in good faith.

33 (3) Except for a tenant evicted under subsection (1)(c) or (f) of
34 this section, a tenant evicted from a mobile home park under this
35 section shall be allowed (~~(one-hundred-twenty)~~) 120 days within which
36 to sell the tenant's mobile home, manufactured home, or park model in
37 place within the mobile home park: PROVIDED, That the tenant remains
38 current in the payment of rent incurred after eviction, and pays any
39 past due rent, reasonable attorneys' fees and court costs at the time

1 the rental agreement is assigned. The provisions of RCW 59.20.073
2 regarding transfer of rental agreements apply.

3 (4) Chapters 59.12 and 59.18 RCW govern the eviction of
4 recreational vehicles, as defined in RCW 59.20.030, from mobile home
5 parks. This chapter governs the eviction of mobile homes,
6 manufactured homes, park models, and recreational vehicles used as a
7 primary residence from a mobile home park.

8 **Sec. 6.** RCW 59.20.300 and 2011 c 158 s 5 are each amended to
9 read as follows:

10 (1) A landlord must provide a written notice of sale of a
11 manufactured/mobile home community by certified mail or personal
12 delivery to:

- 13 (a) Each tenant of the manufactured/mobile home community;
- 14 (b) The officers of any known qualified tenant organization;
- 15 (c) The office of mobile/manufactured home relocation assistance;
- 16 (d) The local government within whose jurisdiction all or part of
17 the manufactured/mobile home community exists;
- 18 (e) The housing authority within whose jurisdiction all or part
19 of the manufactured/mobile home community exists; and
- 20 (f) The Washington state housing finance commission.

21 (2) A notice of sale must include:

22 (a) A statement that the landlord intends to sell or lease the
23 manufactured/mobile home community or the property on which it sits;
24 and

25 (b) The contact information of the landlord or landlord's agent
26 who is responsible for communicating with the qualified tenant
27 organization, tenants, or eligible organization regarding the sale of
28 the property.

29 NEW SECTION. **Sec. 7.** A new section is added to chapter 59.20
30 RCW to read as follows:

31 No county, city, town, or municipality of any class may enact,
32 maintain, or enforce ordinances or other provisions that regulate the
33 same matters in sections 8 through 12 of this act. Local laws and
34 ordinances that regulate the same matters as in sections 8 through 12
35 of this act shall not be enacted and are preempted and repealed,
36 regardless of the nature of the code, charter, or home rule status of
37 such city, town, county, or municipality, except for those local laws
38 already in effect before May 1, 2023.

1 NEW SECTION. **Sec. 8.** A new section is added to chapter 59.20
2 RCW to read as follows:

3 (1) An owner shall give written notice of an opportunity to
4 compete to purchase indicating the owner's interest in selling the
5 manufactured/mobile home community before the owner markets the
6 manufactured/mobile home community for sale or includes the sale of
7 the manufactured/mobile home community in a multiple listing, and
8 when the owner receives an offer to purchase that the owner intends
9 to consider.

10 (2) The owner shall give the notice in subsection (1) of this
11 section by certified mail or personal delivery to:

12 (a) All tenants of the manufactured/mobile home community;

13 (b) A qualified tenant organization, if there is an existing
14 qualified tenant organization within the manufactured/mobile home
15 community;

16 (c) The department of commerce; and

17 (d) The Washington state housing finance commission.

18 (3) The notice required in subsection (1) of this section must
19 include:

20 (a) A statement that the owner is considering selling the
21 manufactured/mobile home community or the property on which it sits;

22 (b) A statement that the tenants, through a qualified tenant
23 organization representing a majority of the tenants in the community,
24 based on home sites, or an eligible organization, have an opportunity
25 to compete to purchase the manufactured/mobile home community;

26 (c) A statement that in order to compete to purchase the
27 manufactured/mobile home community, within 70 days after delivery of
28 the notice of the owner's interest in selling the manufactured/mobile
29 home community, the tenants must form or identify a single qualified
30 tenant organization for the purpose of purchasing the manufactured/
31 mobile home community and notify the owner in writing of:

32 (i) The tenants' interest in competing to purchase the
33 manufactured/mobile home community; and

34 (ii) The name and contact information of the representative or
35 representatives of the qualified tenant organization with whom the
36 owner may communicate about the purchase; and

37 (d) A statement that information about purchasing a manufactured/
38 mobile home community is available from the department of commerce.

39 (4) The representative or representatives of the tenants
40 committee will be able to request park operating expenses described

1 in section 9 of this act from the owner within a 15-day information
2 period following delivery of the qualified tenant organization's
3 notice to the owner indicating interest in competing to purchase the
4 manufactured/mobile home community.

5 (5) An eligible organization may also compete to purchase and is
6 subject to the same time constraints and applicable conditions as a
7 qualified tenant organization.

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

10 (1) Within 70 days after delivery of the notice of the
11 opportunity to compete to purchase the manufactured/mobile home
12 community described in section 8 of this act, if the tenants choose
13 to compete to purchase the manufactured/mobile home community in
14 which the tenants reside, the tenants must notify the owner in
15 writing of:

16 (a) The tenants' interest in competing to purchase the
17 manufactured/mobile home community;

18 (b) Their formation or identification of a single qualified
19 tenant organization made up of a majority of the tenants in the
20 community, based on home sites, formed for the purpose of purchasing
21 the manufactured/mobile home community; and

22 (c) The name and contact information of the representative or
23 representatives of the qualified tenant organization with whom the
24 owner may communicate about the purchase.

25 (2) The tenants may only have one qualified tenant organization
26 for the purpose of purchasing the manufactured/mobile home community,
27 but they may partner with a nonprofit or a housing authority to act
28 with or for them subject to the same timelines, duties, and
29 obligations that would apply to tenants and qualified tenant
30 organizations under this act.

31 (3) Within 15 days following delivery of the notice in subsection
32 (1) of this section from the tenants to the owner:

33 (a) The designated representative or representatives of the
34 qualified tenant organization may make a written request to the owner
35 for:

36 (i) The asking price for the manufactured/mobile home community,
37 if any; and

1 (ii) Financial information relating to the operating expenses of
2 the manufactured/mobile home community in order to assist them in
3 making an offer to purchase the park;

4 (b) The owner may make a written request to the designated
5 representative or representatives of the qualified tenant
6 organization for proof of intent to fund a sale;

7 (c) All written requests made pursuant to this subsection must be
8 fulfilled within 21 days from receipt unless otherwise agreed by the
9 qualified tenant organization and the owner;

10 (d) Unless waived by the provider, information provided pursuant
11 to this subsection shall be kept confidential, and a list must be
12 created of persons with whom the tenants may share information who
13 will also keep provided information confidential, including any of
14 the following persons that are either seeking to purchase the
15 manufactured/mobile home community on behalf of the tenants or
16 assisting the qualified tenant organization in evaluating or
17 purchasing the manufactured/mobile home community:

18 (i) A nonprofit organization or a housing authority;

19 (ii) An attorney or other licensed professional or adviser; and

20 (iii) A financial institution.

21 (4) Within 21 days after delivery of the information described in
22 subsection (3)(a) of this section, if the tenants choose to continue
23 competing to purchase the manufactured/mobile home community, the
24 tenants must:

25 (a) Form a resident nonprofit cooperative that is legally capable
26 of purchasing real property or associate with a nonprofit corporation
27 or housing authority that is legally capable of purchasing the
28 manufactured/mobile home community in which the tenants reside; and

29 (b) Submit to the owner a written offer to purchase the
30 manufactured/mobile home community, in the form of a proposed
31 purchase and sale agreement, and either a copy of the articles of
32 incorporation of the corporate entity or other evidence of the legal
33 capacity of the formed or associated corporate entity, nonprofit
34 corporation, or housing authority to purchase real property and the
35 manufactured/mobile home community.

36 (5) (a) Within 10 days of receiving the tenants' purchase and sale
37 agreement, the owner may accept the offer, reject the offer, or
38 submit a counteroffer.

1 (b) If the parties reach agreement on the purchase, the purchase
2 and sale agreement must specify the price, due diligence duties,
3 schedules, timelines, conditions, and any extensions.

4 (c) If the offer is rejected, then the owner must provide a
5 written explanation of why the offer is being rejected and what terms
6 and conditions might be included in a subsequent offer for the
7 landlord to potentially accept it, if any. The price, terms, and
8 conditions of an acceptable offer stated in the response must be
9 universal and applicable to all potential buyers and must not be
10 specific to and prohibitive of a qualified tenant organization or
11 eligible organization making a successful offer to purchase the park.

12 (d) If the tenants do not: (i) Act as required within the time
13 periods described in this act; (ii) violate the confidentiality
14 agreement described in this section; or (iii) reach agreement on a
15 purchase with the owner, the owner is not obligated to take
16 additional action under this act and may record an affidavit pursuant
17 to section 12 of this act.

18 (6) An eligible organization acting on its own behalf is also
19 subject to the same requirements and applicable conditions as those
20 set out in this section.

21 NEW SECTION. **Sec. 10.** A new section is added to chapter 59.20
22 RCW to read as follows:

23 (1) During the process described in sections 8 and 9 of this act,
24 the parties shall act in good faith and in a commercially reasonable
25 manner, which includes a duty for the tenants to notify the owner
26 promptly if there is no intent to purchase the manufactured/mobile
27 home community or the property on which it sits. The parties have an
28 overall duty to act in good faith. With respect to negotiation, this
29 overall duty of good faith requirement means that the owner must
30 allow the tenants to develop an offer, must give their offer
31 reasonable consideration, and must inform the tenants if a higher
32 offer is submitted. Furthermore, the owner may not deny residents the
33 same access to the community and to information, such as operating
34 expenses and rent rolls, that the landowner would give to a
35 commercial buyer. With respect to financial information, all parties
36 shall agree to keep this information confidential.

37 (2) Except as provided in section 11(1) of this act, before
38 selling a manufactured/mobile home community to an entity that is not
39 formed by or associated with the tenants, or to an eligible

1 organization, the owner of the manufactured/mobile home community
2 must give the notice required by section 8 of this act and comply
3 with the requirements of section 9 of this act.

4 (3) A minor error in providing the notice required by section 8
5 of this act or in providing operating expenses information required
6 by section 9 of this act does not prevent the owner from selling the
7 manufactured/mobile home community to an entity that is not formed by
8 or associated with the tenants and does not cause the owner to be
9 liable to the tenants for damages or a penalty.

10 (4) During the process described in sections 8 and 9 of this act,
11 the owner may seek, negotiate with, or enter into a contract subject
12 to the rights of the tenants in this act with potential purchasers
13 other than the tenants or an entity formed by or associated with the
14 tenants or another eligible organization.

15 (5) If the owner does not comply with the requirements of this
16 act in a substantial way that prevents the tenants or an eligible
17 organization from competing to purchase the manufactured/mobile home
18 community, the tenants or eligible organization may:

19 (a) Obtain injunctive relief to prevent a sale or transfer to an
20 entity that is not formed by or associated with the tenants; and

21 (b) Recover actual damages not to exceed twice the monthly rent
22 from the owner for each tenant.

23 (6) If a party misuses or discloses, in a substantial way,
24 confidential information in violation of section 9 of this act, that
25 party may recover actual damages from the other party.

26 (7) The department of commerce shall prepare and make available
27 information for tenants about purchasing a manufactured dwelling or
28 manufactured/mobile home community.

29 NEW SECTION. **Sec. 11.** A new section is added to chapter 59.20
30 RCW to read as follows:

31 (1) With regard to a sale or transfer of a manufactured/mobile
32 home community, sections 8 and 9 of this act do not apply to any:

33 (a) Sale or transfer to an individual identified in RCW 11.04.015
34 if the owner of the manufactured/mobile home community dies
35 intestate;

36 (b) Transfer by gift, devise, or operation of law;

37 (c) Transfer by a corporation to an affiliate;

38 (d) Transfer by a partnership to any of its partners;

- 1 (e) Transfer among the shareholders who own a manufactured/mobile
2 home community;
- 3 (f) Transfer to a member of the owner's family or to a trust for
4 the sole benefit of members of the owner's family;
- 5 (g) Sale or transfer of less than a controlling interest in the
6 legal entity that owns the manufactured/mobile home community;
- 7 (h) Conveyance of an interest in a manufactured/mobile home
8 community incidental to the financing of the mobile home park;
- 9 (i) Sale or transfer between or among joint tenants or tenants in
10 common owning a manufactured/mobile home community;
- 11 (j) Bona fide exchange of a manufactured/mobile home community
12 for other real property under section 1031 of the internal revenue
13 code, as long as, at the time the manufactured/mobile home community
14 owner lists the property or receives an offer for the manufactured/
15 mobile home community, the owner has already commenced the exchange
16 by the purchase of a property through a qualified exchange agent. In
17 that circumstance, the owner has a deadline for selling the
18 manufactured/mobile home community in order to gain the 1031 tax
19 benefits; and
- 20 (k) Purchase of a manufactured/mobile home community by a
21 governmental entity under the entity's powers of eminent domain.
- 22 (2) For the purposes of this section, "affiliate" means an
23 individual, corporation, limited partnership, unincorporated
24 association, or entity that holds any direct or indirect ownership
25 interest in the manufactured/mobile home community, except that the
26 notice and extension of the opportunity to purchase must be granted
27 to a qualified tenant organization or other eligible organization
28 where the majority interest in the ownership of the manufactured/
29 mobile home community or the power, directly or indirectly, to direct
30 or cause the direction of the management and policies over the
31 manufactured/mobile home community, whether through ownership of
32 voting stock, by contract, or otherwise, is sold, transferred, or
33 conveyed to any individual, corporation, limited partnership,
34 unincorporated association, or other entity which has not held such a
35 direct or indirect ownership interest in the manufactured/mobile home
36 community for three or more years.

37 NEW SECTION. **Sec. 12.** A new section is added to chapter 59.20
38 RCW to read as follows:

1 (1) An owner may record an affidavit in the county in which the
2 manufactured/mobile home community is located that certifies that the
3 owner has:

4 (a) Complied with the requirements of sections 8 and 9 of this
5 act with reference to an offer received by the owner for the purchase
6 or transfer of the manufactured/mobile home community or to a
7 counteroffer the owner has made or intends to make;

8 (b) Not entered into a contract for the sale or transfer of the
9 manufactured/mobile home community to an entity formed by or
10 associated with the tenants.

11 (2) The following parties have an absolute right to rely on the
12 truth and accuracy of all statements appearing in the affidavit and
13 are not obligated to inquire further as to any matter or fact
14 relating to the owner's compliance with sections 8 and 9 of this act:

15 (a) A party that acquires an interest in a manufactured/mobile
16 home community;

17 (b) A title insurance company or an attorney that prepares,
18 furnishes, or examines evidence of title.

19 (3) The purpose and intention of this section is to preserve the
20 marketability of title to manufactured/mobile home communities across
21 the state. Accordingly, this section must be liberally construed so
22 that all persons may rely on the record title to manufactured/mobile
23 home communities.

24 **Sec. 13.** RCW 59.20.305 and 2008 c 116 s 5 are each amended to
25 read as follows:

26 A landlord intending to sell or lease a manufactured/mobile home
27 community or the property on which it sits is (~~encouraged~~) required
28 to negotiate in good faith with qualified tenant organizations and
29 eligible organizations. Any qualified tenant organization or eligible
30 organization that submits a notice of intent to purchase or lease a
31 manufactured/mobile home community or the property on which it sits
32 pursuant to sections 7 and 8 of this act is required to negotiate in
33 good faith with the landlord intending to sell or lease the
34 manufactured/mobile home community or property on which it sits,
35 including notifying the owner promptly if conditions change and there
36 is no longer any intent to purchase or lease the manufactured/mobile
37 home community or the property on which it sits.

1 NEW SECTION. **Sec. 14.** A new section is added to chapter 59.20
2 RCW to read as follows:

3 (1) The department of commerce must maintain a registry of all
4 eligible organizations that submit to the department of commerce a
5 written request to receive notices of opportunity to compete to
6 purchase or lease manufactured/mobile home communities pursuant to
7 section 8 of this act. The department of commerce must provide
8 registered eligible organizations with notices of opportunity to
9 compete to purchase once it receives such a notice. The registry must
10 include the following information:

11 (a) The name and mailing address of the eligible organization;
12 and

13 (b) A statement that the eligible organization wishes to purchase
14 or lease a manufactured/mobile home community.

15 (2) The department of commerce must provide a copy of the
16 registry required to be maintained under this section to any person
17 upon request.

18 NEW SECTION. **Sec. 15.** A new section is added to chapter 59.20
19 RCW to read as follows:

20 (1) An owner who sells or transfers a manufactured/mobile home
21 community and willfully fails to comply with section 8 or 9 of this
22 act or RCW 59.20.305 is liable to the state of Washington for a civil
23 penalty in the amount of \$10,000. This penalty is the exclusive state
24 remedy for a violation of section 8 or 9 of this act or RCW
25 59.20.305.

26 (2) The attorney general may bring a civil action in superior
27 court in the name of the state against a landlord under this section
28 to recover the penalty specified in subsection (1) of this section.

29 NEW SECTION. **Sec. 16.** A new section is added to chapter 59.20
30 RCW to read as follows:

31 RCW 59.20.300, 59.20.305, and sections 8, 9, and 15 of this act
32 do not apply to any sale or transfer of a manufactured/mobile home
33 community to a county in order to reduce conflicting residential uses
34 near military installations.

35 **Sec. 17.** RCW 59.21.040 and 1998 c 124 s 4 are each amended to
36 read as follows:

1 A tenant is not entitled to relocation assistance under this
2 chapter if: (1) The tenant has given notice to the landlord of his or
3 her intent to vacate the park and terminate the tenancy before any
4 written notice of closure pursuant to RCW 59.20.080(1)(e) has been
5 given; (2) the tenant purchased a mobile home already situated in the
6 park or moved a mobile home into the park after a written notice of
7 closure pursuant to RCW 59.20.090 has been given and the person
8 received actual prior notice of the change or closure; or (3) the
9 tenant receives assistance from an outside source that exceeds the
10 maximum amounts of assistance to which a person is entitled under RCW
11 59.21.021(3), except that a tenant receiving relocation assistance
12 from a landlord pursuant to RCW 59.20.080 remains eligible for the
13 maximum amounts of assistance under this chapter. However, no tenant
14 may be denied relocation assistance under subsection (1) of this
15 section if the tenant has remained on the premises and continued
16 paying rent for a period of at least six months after giving notice
17 of intent to vacate and before receiving formal notice of a closure
18 or change of use.

--- END ---