
HOUSE BILL 1204

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By Representatives Eslick, Walen, Jacobsen, Ryu, Leavitt, Macri, Obras, Doglio, Gregerson, Peterson, Paul, Wylie, Kloba, Duerr, Nance, Timmons, and Bernbaum

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1 AN ACT Relating to senior shared housing in manufactured home
2 communities; and amending RCW 59.20.060, 59.20.070, and 59.20.130.

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

4 **Sec. 1.** RCW 59.20.060 and 2023 c 40 s 3 are each amended to read
5 as follows:

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

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

13 (b) Reasonable rules for guest parking which shall be clearly
14 stated;

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

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

1 designation is made of a person to act as agent, then the person to
2 whom rental payments are to be made shall be considered the agent;

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

5 (f) A forwarding address of the tenant or the name and address of
6 a person who would likely know the whereabouts of the tenant in the
7 event of an emergency or an abandonment of the mobile home,
8 manufactured home, or park model;

9 (g) A statement that: "The park may be sold or otherwise
10 transferred at any time with the result that subsequent owners may
11 close the mobile home park, or that the landlord may close the park
12 at any time after the required closure notice as provided in RCW
13 59.20.080." The statement required by this subsection must: (i)
14 Appear in print that is in boldface and is larger than the other text
15 of the rental agreement; (ii) be set off by means of a box, blank
16 space, or comparable visual device; and (iii) be located directly
17 above the tenant's signature on the rental agreement;

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

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

25 (j) A listing of the utilities, services, and facilities which
26 will be available to the tenant during the tenancy and the nature of
27 the fees, if any, to be charged together with a statement that, in
28 the event any utilities are changed to be charged independent of the
29 rent during the term of the rental agreement, the landlord agrees to
30 decrease the amount of the rent charged proportionately;

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

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

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

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

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

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

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

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

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

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

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

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

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

15 (h) By which, at the time the rental agreement is entered into,
16 the landlord and tenant agree to the selection of a particular
17 arbitrator; ((~~or~~))

18 (i) By which the tenant agrees to make rent payments through
19 electronic means only; or

20 (j) Which prohibits a tenant who is age 55 or older from having
21 at least one roommate, including a roommate who shares the home with
22 the tenant as part of a homesharing arrangement that involves an
23 exchange of services such as cooking, housework, or gardening for
24 room and board or some financial consideration such as rent, as long
25 as the roommate's residence in the manufactured/mobile home community
26 does not violate any age restrictions that apply to the community.

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

29 **Sec. 2.** RCW 59.20.070 and 2023 c 105 s 9 are each amended to
30 read as follows:

31 A landlord shall not:

32 (1) Deny any tenant the right to sell such tenant's mobile home,
33 manufactured home, or park model within a park, or prohibit, in any
34 manner, any tenant from posting on the tenant's manufactured/mobile
35 home or park model, or on the rented mobile home lot, a commercially
36 reasonable "for sale" sign or any similar sign designed to advertise
37 the sale of the manufactured/mobile home or park model. In addition,
38 a landlord shall not require the removal of the mobile home,
39 manufactured home, or park model from the park because of the sale

1 thereof. Requirements for the transfer of the rental agreement are in
2 RCW 59.20.073. Nothing in this subsection prohibits a landlord from
3 enforcing reasonable rules or restrictions regarding the placement of
4 "for sale" signs on the tenant's manufactured/mobile home or park
5 model, or on the rented mobile home lot, if (a) the main purpose of
6 the rules or restrictions is to protect the safety of park tenants or
7 residents and (b) the rules or restrictions comply with RCW
8 59.20.045. The landlord may restrict the number of "for sale" signs
9 on the lot to two and may restrict the size of the signs to conform
10 to those in common use by home sale businesses;

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

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

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

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

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

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

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

8 (d) Participation or membership in any homeowners association or
9 group;

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

15 (7)(a) Effect an involuntary termination of electric utility or
16 water service due to lack of payment to any tenant on any day for
17 which the national weather service has issued or has announced that
18 it intends to issue a heat-related alert, such as an excessive heat
19 warning, a heat advisory, an excessive heat watch, or a similar
20 alert, for the area in which the tenant's address is located.

21 (b)(i) A tenant at whose dwelling electric or water utility
22 service has been disconnected for lack of payment may request that
23 the landlord reconnect service on any day for which the national
24 weather service has issued or has announced that it intends to issue
25 a heat-related alert, such as an excessive heat warning, a heat
26 advisory, an excessive heat watch, or a similar alert, for the area
27 in which the tenant's address is located. The landlord shall inform
28 all tenants in the notice of disconnection of the ability to seek
29 reconnection and provide clear and specific information on how to
30 make that request, including how to contact the landlord.

31 (ii) Upon receipt of a request made pursuant to (b)(i) of this
32 subsection, the landlord shall promptly make a reasonable attempt to
33 reconnect service to the dwelling. The landlord, in connection with a
34 request made pursuant to (b)(i) of this subsection, may require the
35 tenant to enter into a payment plan prior to reconnecting service to
36 the dwelling. If the landlord requires the tenant to enter into a
37 repayment plan, the repayment plan must comply with (c) of this
38 subsection.

39 (c) A repayment plan required by a landlord pursuant to (b)(ii)
40 of this subsection will be designed both to pay the past due bill by

1 the following May 15th, or as soon as possible after May 15th if
2 needed to maintain monthly payments that are no greater than six
3 percent of the tenant's monthly income, and to pay for continued
4 utility service. The plan may not require monthly payments in excess
5 of six percent of the tenant's monthly income. A tenant may agree to
6 pay a higher percentage during this period, but will not be in
7 default unless payment during this period is less than six percent of
8 the tenant's monthly income. If assistance payments are received by
9 the tenant subsequent to implementation of the plan, the tenant shall
10 contact the landlord to reformulate the plan;

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

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

24 (10) Prohibit a tenant who is age 55 or older from having at
25 least one roommate, including a roommate who shares the home with the
26 tenant as part of a homesharing arrangement that involves an exchange
27 of services such as cooking, housework, or gardening for room and
28 board or some financial consideration such as rent, as long as the
29 roommate's residence in the manufactured/mobile home community does
30 not violate any age restrictions that apply to the community.

31 **Sec. 3.** RCW 59.20.130 and 1999 c 359 s 11 are each amended to
32 read as follows:

33 It shall be the duty of the landlord to:

34 (1) Comply with codes, statutes, ordinances, and administrative
35 rules applicable to the mobile home park;

36 (2) Maintain the common premises and prevent the accumulation of
37 stagnant water and to prevent the detrimental effects of moving water
38 when such condition is not the fault of the tenant;

1 (3) Keep any shared or common premises reasonably clean,
2 sanitary, and safe from defects to reduce the hazards of fire or
3 accident;

4 (4) Keep all common premises of the mobile home park, and vacant
5 mobile home lots, not in the possession of tenants, free of weeds or
6 plant growth noxious and detrimental to the health of the tenants and
7 free from potentially injurious or unsightly objects and condition;

8 (5) Exterminate or make a reasonable effort to exterminate
9 rodents, vermin, or other pests dangerous to the health and safety of
10 the tenant whenever infestation exists on the common premises or
11 whenever infestation occurs in the interior of a mobile home,
12 manufactured home, or park model as a result of infestation existing
13 on the common premises;

14 (6) Maintain and protect all utilities provided to the mobile
15 home, manufactured home, or park model in good working condition.
16 Maintenance responsibility shall be determined at that point where
17 the normal mobile home, manufactured home, or park model utilities
18 "hook-ups" connect to those provided by the landlord or utility
19 company;

20 (7) Respect the privacy of the tenants and shall have no right of
21 entry to a mobile home, manufactured home, or park model without the
22 prior written consent of the occupant, except in case of emergency or
23 when the occupant has abandoned the mobile home, manufactured home,
24 or park model. Such consent may be revoked in writing by the occupant
25 at any time. The ownership or management shall have a right of entry
26 upon the land upon which a mobile home, manufactured home, or park
27 model is situated for maintenance of utilities, to (~~insure~~
28 ~~[ensure]~~) ensure compliance with applicable codes, statutes,
29 ordinances, administrative rules, and the rental agreement and the
30 rules of the park, and protection of the mobile home park at any
31 reasonable time or in an emergency, but not in a manner or at a time
32 which would interfere with the occupant's quiet enjoyment. The
33 ownership or management shall make a reasonable effort to notify the
34 tenant of their intention of entry upon the land which a mobile home,
35 manufactured home, or park model is located prior to entry;

36 (8) Allow tenants freedom of choice in the purchase of goods and
37 services, and not unreasonably restrict access to the mobile home
38 park for such purposes;

39 (9) Maintain roads within the mobile home park in good condition;
40 (~~and~~)

1 (10) Notify each tenant within five days after a petition has
2 been filed by the landlord for a change in the zoning of the land
3 where the mobile home park is located and make a description of the
4 change available to the tenant; and

5 (11) Provide each tenant with written notice that a tenant who is
6 age 55 or older may have at least one roommate, including a roommate
7 who shares the home with the tenant as part of a homesharing
8 arrangement that involves an exchange of services such as cooking,
9 housework, or gardening for room and board or some financial
10 consideration such as rent, as long as the roommate's residence in
11 the manufactured/mobile home community does not violate any age
12 restrictions that apply to the community. The notice must be provided
13 by the landlord to each tenant at the time that the lease or rental
14 agreement is signed or renewed.

15 A landlord shall not have a duty to repair a defective condition
16 under this section, nor shall any defense or remedy be available to
17 the tenant under this chapter, if the defective condition complained
18 of was caused by the conduct of the tenant, the tenant's family,
19 invitee, or other person acting under the tenant's control, or if a
20 tenant unreasonably fails to allow the landlord access to the
21 property for purposes of repair.

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