
SENATE BILL 5822

State of Washington

61st Legislature

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By Senators Fraser, Kastama, Kauffman, and McAuliffe

Read first time 02/03/09. Referred to Committee on Financial Institutions, Housing & Insurance.

1 AN ACT Relating to protecting consumers who live in
2 manufactured/mobile home communities by clarifying the
3 manufactured/mobile home landlord-tenant act; and amending RCW
4 59.20.030, 59.20.045, 59.20.073, 59.20.080, 59.20.130, 59.20.135, and
5 59.20.210.

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

7 **Sec. 1.** RCW 59.20.030 and 2008 c 116 s 2 are each amended to read
8 as follows:

9 For purposes of this chapter:

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

16 (2) "Eligible organization" includes local governments, local
17 housing authorities, nonprofit community or neighborhood-based
18 organizations, federally recognized Indian tribes in the state of

1 Washington, and regional or statewide nonprofit housing assistance
2 organizations;

3 (3) "Hook-ups" means the physical connection at the home;

4 (4) "Housing authority" or "authority" means any of the public body
5 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 of
10 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 electrical
16 systems; (b) is built on a permanent chassis; and (c) can be
17 transported in one or more sections with each section at least eight
18 feet wide and forty feet long when transported, or when installed on
19 the site is three hundred twenty square feet or greater;

20 ((+7)) (8) "Manufactured/mobile home" means either a manufactured
21 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 under
25 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 housing
28 and urban development manufactured home construction and safety act;

29 ((+9)) (10) "Mobile home lot" means a portion of a mobile home
30 park or manufactured housing community designated as the location of
31 one mobile home, manufactured home, or park model and its accessory
32 buildings, and intended for the exclusive use as a primary residence by
33 the occupants of that mobile home, manufactured home, or park model;

34 ((+10)) (11) "Mobile home park," "manufactured housing community,"
35 or "manufactured/mobile home community" means any real property which
36 is rented or held out for rent to others for the placement of two or
37 more mobile homes, manufactured homes, or park models for the primary

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

4 ~~((+11+))~~ (12) "Mobile home park cooperative" or "manufactured
5 housing cooperative" means real property consisting of common areas and
6 two or more lots held out for placement of mobile homes, manufactured
7 homes, or park models in which both the individual lots and the common
8 areas are owned by an association of shareholders which leases or
9 otherwise extends the right to occupy individual lots to its own
10 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 ownership
16 of the individual lots and common, undivided ownership of the common
17 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 home
20 community and other specified parties within fourteen days after the
21 date on which any advertisement, multiple listing, or public notice
22 advertises that a manufactured/mobile home community is for sale;

23 ~~((+14+))~~ (15) "Park model" means a recreational vehicle ~~((intended
24 for permanent or semi-permanent installation and))~~ that is used as a
25 primary residence;

26 ~~((+15+))~~ (16) "Qualified sale of manufactured/mobile home
27 community" means the sale, as defined in RCW 82.45.010, of land and
28 improvements comprising a manufactured/mobile home community that is
29 transferred in a single purchase to a qualified tenant organization or
30 to an eligible organization for the purpose of preserving the property
31 as a manufactured/mobile home community;

32 ~~((+16+))~~ (17) "Qualified tenant organization" means a formal
33 organization of tenants within a manufactured/mobile home community,
34 with the only requirement for membership consisting of being a tenant;

35 ~~((+17+))~~ (18) "Recreational vehicle" means a travel trailer, motor
36 home, truck camper, or camping trailer that is primarily designed and
37 used as temporary living quarters, is either self-propelled or mounted

1 on or drawn by another vehicle, is transient, is not occupied as a
2 primary residence, and is not immobilized or permanently affixed to a
3 mobile home lot;

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

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

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

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

14 Rules are enforceable against a tenant only if:

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

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

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

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

24 (5) They are not retaliatory or discriminatory in nature.

25 A landlord may only adopt or modify rules and regulations of the
26 mobile home park with the written consent of the tenant. Any mutually
27 agreed to changes or modifications to the rules and regulations take
28 effect at the end of the rental period if the landlord has notified the
29 tenant in writing three months prior to the end of the rental period.
30 This right cannot be waived by the tenant.

31 **Sec. 3.** RCW 59.20.073 and 2003 c 127 s 3 are each amended to read
32 as follows:

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

1 (2) A tenant who sells a mobile home, manufactured home, or park
2 model within a park shall notify the landlord in writing of the date of
3 the intended sale and transfer of the rental agreement at least fifteen
4 days in advance of such intended transfer and shall notify the buyer in
5 writing of the provisions of this section. The tenant shall verify in
6 writing to the landlord payment of all taxes, rent, and reasonable
7 expenses due on the mobile home, manufactured home, or park model and
8 mobile home lot.

9 (3) The landlord shall notify the selling tenant, in writing, of a
10 refusal to permit transfer of the rental agreement at least seven days
11 in advance of such intended transfer.

12 (4) The landlord may require the mobile home, manufactured home, or
13 park model to meet applicable fire and safety standards if a state or
14 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 the
17 violation to the satisfaction of the state or local agency responsible
18 for the enforcement of that notice of violation, the landlord's refusal
19 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 writing.
23 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 a
26 good faith attempt to arrange an interview with the landlord to discuss
27 assignment of the rental agreement; or failure of the current or new
28 tenant to obtain written approval of the landlord for assignment of the
29 rental agreement, shall be grounds for disapproval of such transfer.

30 (7) A tenant who has sold or transferred title to his or her mobile
31 home, manufactured home, or park model, and the person who now has
32 title, may enforce this section in court and in chapter 59.30 RCW.

33 **Sec. 4.** RCW 59.20.080 and 2003 c 127 s 4 are each amended to read
34 as follows:

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

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

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

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

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

28 (e) Change of land use of the mobile home park including, but not
29 limited to, conversion to a use other than for mobile homes,
30 manufactured homes, or park models or conversion of the mobile home
31 park to a mobile home park cooperative or mobile home park subdivision:
32 PROVIDED, That the landlord shall give the tenants twelve months'
33 notice in advance of the effective date of such change(~~, except that~~
34 ~~for the period of six months following April 28, 1989, the landlord~~
35 ~~shall give the tenants eighteen months' notice in advance of the~~
36 ~~proposed effective date of such change));~~

37 (f) Engaging in "criminal activity." "Criminal activity" means a
38 criminal act defined by statute or ordinance that threatens the health,

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

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

18 (h) If the landlord serves a tenant three fifteen-day notices
19 within a twelve-month period to comply or vacate for failure to
20 substantively comply with the material terms of the rental agreement or
21 park rules. The applicable twelve-month period shall commence on the
22 date of the first violation;

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

30 (j) The tenant engages in disorderly or substantially annoying
31 conduct upon the park premises that results in the destruction of the
32 rights of others to the peaceful enjoyment and use of the premises.
33 The landlord shall give the tenant written notice to comply
34 immediately. The notice must state that failure to comply will result
35 in termination of the tenancy and that the tenant shall vacate the
36 premises within fifteen days;

37 (k) The tenant creates a nuisance that materially affects the
38 health, safety, and welfare of other park residents. The landlord

1 shall give the tenant written notice to cease the conduct that
2 constitutes a nuisance immediately. The notice must state that failure
3 to cease the conduct will result in termination of the tenancy and that
4 the tenant shall vacate the premises in five days;

5 (1) Any other substantial just cause that materially affects the
6 health, safety, and welfare of other park residents. The landlord
7 shall give the tenant written notice to comply immediately. The notice
8 must state that failure to comply will result in termination of the
9 tenancy and that the tenant shall vacate the premises within fifteen
10 days; or

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

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

26 (3) Chapters 59.12 and 59.18 RCW govern the eviction of
27 recreational vehicles, as defined in RCW 59.20.030, from mobile home
28 parks. This chapter governs the eviction of mobile homes, manufactured
29 homes, park models, and recreational vehicles used as a primary
30 residence from a mobile home park.

31 **Sec. 5.** RCW 59.20.130 and 1999 c 359 s 11 are each amended to read
32 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

1 stagnant water and to prevent the detrimental effects of moving water
2 when such condition is not the fault of the tenant;

3 (3) Keep any shared or common premises and vacant mobile home lots
4 reasonably clean, sanitary, and safe from defects to reduce the hazards
5 of fire or accident;

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

10 (5) Maintain all trees, shrubs, natural fencing, and other
11 landscaping not planted by the tenants, but situated on their lots;

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

18 ((+6)) (7) Maintain and protect all utilities provided to the
19 mobile home, manufactured home, or park model in good working
20 condition. Maintenance responsibility shall be determined at that
21 point where the normal mobile home, manufactured home, or park model
22 utilities "hook-ups" connect to those provided by the landlord or
23 utility company;

24 ((+7)) (8) Respect the privacy of the tenants and shall have no
25 right of entry to a mobile home, manufactured home, or park model
26 without the prior written consent of the occupant, except in case of
27 emergency or when the occupant has abandoned the mobile home,
28 manufactured home, or park model. Such consent may be revoked in
29 writing by the occupant at any time. The ownership or management shall
30 have a right of entry upon the land upon which a mobile home,
31 manufactured home, or park model is situated for maintenance of
32 utilities, to insure compliance with applicable codes, statutes,
33 ordinances, administrative rules, and the rental agreement and the
34 rules of the park, and protection of the mobile home park at any
35 reasonable time or in an emergency, but not in a manner or at a time
36 which would interfere with the occupant's quiet enjoyment. The
37 ownership or management shall make a reasonable effort to notify the

1 tenant of their intention of entry upon the land which a mobile home,
2 manufactured home, or park model is located prior to entry;

3 ~~((+8))~~ (9) Allow tenants freedom of choice in the purchase of
4 goods and services, and not unreasonably restrict access to the mobile
5 home park for such purposes;

6 ~~((+9))~~ (10) Maintain roads within the mobile home park in good
7 condition and take reasonable steps to prevent the accumulation of
8 water, snow, or ice that would prevent tenants from accessing their
9 homes or exiting the mobile home park; ~~((and~~

10 ~~(+10))~~ (11) Notify each tenant within five days after a petition
11 has been filed by the landlord for a change in the zoning of the land
12 where the mobile home park is located and make a description of the
13 change available to the tenant; and

14 (12) Ensure that on-site managers and other employees comply with
15 codes, statutes, ordinances, and administrative rules applicable to the
16 mobile home park, including the park rules and regulations.

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

24 **Sec. 6.** RCW 59.20.135 and 1999 c 359 s 12 are each amended to read
25 as follows:

26 (1) The legislature finds that some mobile home park owners
27 transfer the responsibility for the upkeep of permanent structures
28 within the mobile home park to the park tenants. This transfer
29 sometimes occurs after the permanent structures have been allowed to
30 deteriorate. Many mobile home parks consist entirely of senior
31 citizens who do not have the financial resources or physical capability
32 to make the necessary repairs to these structures once they have fallen
33 into disrepair. The inability of the tenants to maintain permanent
34 structures can lead to significant safety hazards to the tenants as
35 well as to visitors to the mobile home park. The legislature therefore
36 finds and declares that it is in the public interest and necessary for

1 the public health and safety to prohibit mobile home park owners from
2 transferring the duty to maintain permanent structures in mobile home
3 parks to the tenants.

4 (2) A mobile home park owner is prohibited from transferring
5 responsibility for the maintenance or care of permanent structures
6 within the mobile home park to the tenants of the park. A provision
7 within a rental agreement or other document transferring responsibility
8 for the maintenance or care of permanent structures within the mobile
9 home park to the park tenants is void.

10 (3) A "permanent structure" for purposes of this section includes
11 the clubhouse, carports, storage sheds, or other permanent structure.
12 A permanent structure does not include structures built or affixed by
13 a tenant. A permanent structure includes only those structures that
14 were provided as amenities to the park tenants.

15 (4) Nothing in this section shall be construed to prohibit a park
16 owner from requiring a tenant to maintain his or her mobile home,
17 manufactured home, or park model or yard. Nothing in this section
18 shall be construed to prohibit a park owner from transferring
19 responsibility for the maintenance or care of permanent structures
20 within the mobile home park to an organization of park tenants or to an
21 individual park tenant when requested by the tenant organization or
22 individual tenant.

23 (5) If the landlord chooses to remove any permanent structure,
24 including trees, shrubs, natural fencing, or other landscaping, the
25 tenant or tenants must receive an adjustment to rent or other
26 appropriate consideration. This right is enforceable in any court of
27 competent jurisdiction, including small claims court, and in chapter
28 59.30 RCW.

29 (6) If a recreational facility is removed or is no longer made
30 available to the tenants, the tenants must receive adjustment to rent
31 or other appropriate consideration. This right is enforceable in any
32 court of competent jurisdiction, including small claims court, and in
33 chapter 59.30 RCW.

34 **Sec. 7.** RCW 59.20.210 and 1999 c 359 s 16 are each amended to read
35 as follows:

36 (1) If at any time during the tenancy, the landlord fails to carry
37 out any of the duties imposed by RCW 59.20.130, and notice of the

1 defect is given to the landlord pursuant to RCW 59.20.200, the tenant
2 may submit to the landlord or the landlord's designated agent by
3 certified mail or in person at least two bids to perform the repairs
4 necessary to correct the defective condition from licensed or
5 registered persons, or if no licensing or registration requirement
6 applies to the type of work to be performed, from responsible persons
7 capable of performing such repairs. Such bids may be submitted to the
8 landlord at the same time as notice is given pursuant to RCW 59.20.200.

9 (2) If the landlord fails to commence repair of the defective
10 condition within a reasonable time after receipt of notice from the
11 tenant, the tenant may contract with the person submitting the lowest
12 bid to make the repair, and upon the completion of the repair and an
13 opportunity for inspection by the landlord or the landlord's designated
14 agent, the tenant may deduct the cost of repair from the rent in an
15 amount not to exceed the sum expressed in dollars representing one
16 month's rental of the tenant's mobile home space in any calendar year.
17 When, however, the landlord is required to begin remedying the
18 defective condition within thirty days under RCW 59.20.200, the tenant
19 cannot contract for repairs for at least fifteen days following receipt
20 of bids by the landlord. The total costs of repairs deducted by the
21 tenant in any calendar year under this subsection shall not exceed the
22 sum expressed in dollars representing one month's rental of the
23 tenant's mobile home space.

24 (3) Two or more tenants (~~shall not~~) may collectively initiate
25 remedies under this section. Remedial action under this section shall
26 not be initiated for conditions in the design or construction existing
27 in a mobile home park before June 7, 1984.

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

29 (a) Create a relationship of employer and employee between landlord
30 and tenant; or

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

32 (c) Constitute the tenant as an agent of the landlord for the
33 purposes of mechanics' and materialmen's liens under chapter 60.04 RCW.

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

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

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