

WASHINGTON STATE LAW PROTECTS MOBILE HOME OWNERS

MOBILE HOME LANDLORD-TENANT ACT [effective 1999] RCW Chapter 59.20

DUTIES OF LANDLORD • PROHIBITED ACTS BY LANDLORD • ATTORNEY GENERAL

DUTIES OF LANDLORD RCW 59.20.130

- It shall be the duty of the landlord to:** (1) **Comply with codes, statutes, ordinances, and administrative rules** applicable to the mobile home park;
- (2) **Maintain the common premises** and prevent the accumulation of stagnant water and to prevent the detrimental effects of moving water when such condition is not the fault of the tenant;
- (3) **Keep any shared or common premises reasonably clean, sanitary, and safe** from defects to reduce the hazards of fire or accident;
- (4) **Keep all common premises** of the mobile home park, and vacant mobile home lots, not in the possession of tenants, **free of weeds** or plant growth noxious and detrimental to the health of the tenants and free from potentially injurious or unsightly objects and condition;
- (5) **Exterminate or make a reasonable effort to exterminate rodents, vermin, or other pests** dangerous to the health and safety of the tenant whenever infestation exists **on the common premises** or whenever infestation occurs in the interior of a mobile home, manufactured home, or park model as a result of infestation existing on the common premises;
- (6) **Maintain and protect all utilities** provided to the mobile home, manufactured home, or park model in good working condition. Maintenance responsibility shall be determined at that point where the normal mobile home, manufactured home, or park model utilities "hook-ups" connect to those provided by the landlord or utility company;
- (7) **Respect the privacy of the tenants and shall have no right of entry to a mobile home, manufactured home, or park model without the prior written consent of the occupant, except in case of emergency** or when the occupant has abandoned the mobile home, manufactured home, or park model. Such consent may be revoked in writing by the occupant at any time. The ownership or management shall have a right of entry upon the land upon which a mobile home, manufactured home, or park model is situated for maintenance of utilities, to insure compliance with applicable codes, statutes, ordinances, administrative rules, and the rental agreement and the rules of the park, and protection of the mobile home park at any reasonable time or in an emergency, ***but not in a manner or at a time which would interfere with the occupant's quiet enjoyment.*** **The ownership or management shall make a reasonable effort to notify the tenant of their intention of entry upon the land which a mobile home, manufactured home, or park model is located prior to entry;**
- (8) **Allow tenants freedom of choice in the purchase of goods and services**, and not unreasonably restrict access to the mobile home park for such purposes;
- (9) **Maintain roads** within the mobile home park in good condition.

RCW 59.20.134 Written receipts for payments made by tenant. (1) A landlord shall provide a written receipt for any payment made by a tenant in the form of cash. (2) A landlord shall provide, *upon the request of a tenant*, a written receipt for any payments made by the tenant in a form other than cash.

RCW 59.20.200 Landlord—Failure to carry out duties—Notice from tenant

If at any time during the tenancy the landlord fails to carry out the duties required by RCW 59.20.130, the tenant may, in addition to pursuit of remedies otherwise provided the tenant by law, deliver written notice to the landlord, which notice shall specify the property involved, the name of the owner, if known, **and the nature of the defective condition.** In each instance the burden shall be on the landlord to see that remedial work under this section is completed with reasonable promptness.

PROHIBITED ACTS BY LANDLORD

NON RETALIATION CLAUSE A landlord SHALL NOT: (5) Evict a tenant, terminate a rental agreement, decline to renew a rental agreement, increase rental or other tenant obligations, decrease services, or modify park rules in retaliation for any of the following actions on the part of a tenant taken in good faith:

- (a) Filing a complaint with any federal, state, county, or municipal governmental authority relating to any alleged violation by the landlord of an applicable statute, regulation, or ordinance;
- (b) Requesting the landlord to comply with the provision of this chapter or other applicable statute, regulation, or ordinance of the state, county, or municipality;
- (c) Filing suit against the landlord for any reason;
- (d) Participation or membership in any homeowners association or group.

(6) **[SHALL NOT] Charge to any tenant a utility fee in excess of actual utility costs** or intentionally cause termination or interruption of any tenant's utility services, including water, heat, electricity, or gas, except when an interruption of a reasonable duration is required to make necessary repairs;

(7) **[SHALL NOT] Remove or exclude a tenant from the premises** unless this chapter is complied with or the exclusion or removal is under an appropriate court order; or

(8) **[SHALL NOT] Prevent the entry or require the removal of a mobile home**, manufactured home, or park model for the sole reason that the mobile home has reached a certain age.

(1) **[SHALL NOT] Deny any tenant the right to sell such tenant's mobile home**, manufactured home, or park model within a park, or prohibit, in any manner, any tenant from posting on the tenant's manufactured/mobile home or park model, or on the rented mobile home lot, a commercially reasonable "for sale" sign or any similar sign designed to advertise the sale of the manufactured/mobile home or park model. In addition, a landlord shall not require the removal of the mobile home, manufactured home, or park model from the park because of the sale thereof. Requirements for the transfer of the rental agreement are in RCW 59.20.073.

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

(3) [SHALL NOT] Prohibit the distribution of information or meetings by tenants of the mobile home park to discuss mobile home living and affairs, including political caucuses or forums for or speeches of public officials or candidates for public office, or meetings of organizations that represent the interest of tenants in the park, held in a tenant's home or any of the park community or recreation halls if these halls are open for the use of the tenants, conducted at reasonable times and in an orderly manner on the premises, nor penalize any tenant for participation in such activities;

(4) [SHALL NOT] Prohibit a public official or candidate for public office from meeting with or distributing information to tenants in their individual mobile homes, manufactured homes, or park models, nor penalize any tenant for participating in these meetings or receiving this information;

RCW 59.20.060 Rental agreements—Required contents—PROHIBITED PROVISIONS.

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

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

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

(c) The rules and regulations of the park;

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

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

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

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

(i) A listing of the utilities, services, and facilities which will be available to the tenant during the tenancy and the nature of the fees, if any, to be charged;

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

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

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

(2) Any rental agreement executed between the landlord and tenant **SHALL NOT CONTAIN ANY PROVISION:**

(a) **Which allows the landlord to charge a fee for guest parking.**

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

- (c) **Which allows the landlord to alter the due date for rent payment or increase the rent:** (i) During the term of the rental agreement if the term is less than one year, or (ii) more frequently than annually if the term is for one year or more: PROVIDED, That a rental agreement may include an escalation clause for a pro rata share of any increase in the mobile home park's real property taxes or utility assessments or charges, over the base taxes or utility assessments or charges of the year in which the rental agreement took effect, if the clause also provides for a pro rata reduction in rent or other charges in the event of a reduction in real property taxes or utility assessments or charges, below the base year: PROVIDED FURTHER, That a rental agreement for a term exceeding one year may provide for annual increases in rent in specified amounts or by a formula specified in such agreement;
- (d) **By which the tenant agrees to waive or forego rights** or remedies under this chapter;
- (e) **Allowing the landlord to charge an "entrance fee" or an "exit fee."** However, an entrance fee may be charged as part of a continuing care contract as defined in RCW 70.38.025;
- (f) **Which allows the landlord to charge a fee for guests:** PROVIDED, That a landlord may establish rules charging for guests who remain on the premises for more than fifteen days in any sixty-day period;
- (g) **By which the tenant agrees to waive or forego homestead rights**
- (h) By which, at the time the rental agreement is entered into, the **landlord and tenant agree to the selection of a particular arbitrator.**

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

RCW 59.20.045 Enforceability of rules against a tenant.

Rules are enforceable against a tenant **only if:**

- (1) Their purpose is to promote the convenience, health, safety, or welfare of the residents, protect and preserve the premises from abusive use, or make a fair distribution of services and facilities made available for the tenants generally;
- (2) They are reasonably related to the purpose for which they are adopted;
- (3) They apply to all tenants in a fair manner;
- (4) They are not for the purpose of evading an obligation of the landlord; and
- (5) They are not retaliatory or discriminatory in nature.

RCW 59.30.030 Dispute resolution program—Attorney General

- (1) **The attorney general shall administer a mobile home dispute resolution program.**
- (2) The purpose of the manufactured/mobile home dispute resolution program is to provide manufactured/mobile home community landlords and tenants with a cost-effective and time-efficient process to resolve disputes regarding alleged violations of the manufactured/mobile home landlord-tenant act.

To contact the Attorney General's Manufactured Housing Dispute Resolution Program

Statewide toll-free: 1-866-924-6458

E-mail: MHDR@atg.wa.gov

**Mail: Manufactured Housing Dispute Resolution Program
Attorney General's Office • 800 5th Avenue, Suite 2000 • Seattle, WA 98104**