
HOUSE BILL 2232

State of Washington 63rd Legislature 2014 Regular Session

By Representatives Appleton, Moscoso, Morrell, Stanford, Robinson, Ryu, and Freeman

Read first time 01/14/14. Referred to Committee on Judiciary.

1 AN ACT Relating to the duties and obligations of
2 manufactured/mobile home community landlords; amending RCW 59.20.045,
3 59.20.070, and 59.20.130; creating a new section; and prescribing
4 penalties.

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

6 NEW SECTION. **Sec. 1.** (1) The legislature finds that there are
7 factors unique to the relationship between a manufactured/mobile home
8 tenant and manufactured/mobile home community landlord that can lead to
9 inequality of treatment. Some landlords are out-of-state absentee
10 owners who exercise limited oversight over day-to-day park operations.
11 Because of the difficulty and expense in moving and relocating a
12 manufactured/mobile home, some landlords have little or no incentive to
13 address certain tenant complaints concerning landlords using
14 intimidation, threats, or other unwarranted behavior against tenants.

15 (2) The legislature further finds that because of the inequality of
16 the bargaining position of the parties, favoritism may be shown to
17 certain persons or tenants over other persons or tenants; instead,
18 manufactured/mobile home parks should be properly maintained and

1 operated in a manner that is fair, equitable, without intimidation or
2 abuse, and nonretaliatory to all tenants.

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

5 Rules and the provisions of a rental agreement are enforceable
6 against a tenant only if:

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

11 (2) They are reasonably related to the purpose for which they are
12 adopted or agreed to;

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

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

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

17 **Sec. 3.** RCW 59.20.070 and 2012 c 213 s 2 are each amended to read
18 as follows:

19 A landlord, and the landlord's manager or employees, shall not:

20 (1) Deny any tenant the right to sell such tenant's mobile home,
21 manufactured home, or park model within a park, or prohibit, in any
22 manner, any tenant from posting on the tenant's manufactured/mobile
23 home or park model, or on the rented mobile home lot, a commercially
24 reasonable "for sale" sign or any similar sign designed to advertise
25 the sale of the manufactured/mobile home or park model. In addition,
26 a landlord shall not require the removal of the mobile home,
27 manufactured home, or park model from the park because of the sale
28 thereof. Requirements for the transfer of the rental agreement are in
29 RCW 59.20.073. Nothing in this subsection prohibits a landlord from
30 enforcing reasonable rules or restrictions regarding the placement of
31 "for sale" signs on the tenant's manufactured/mobile home or park
32 model, or on the rented mobile home lot, if (a) the main purpose of the
33 rules or restrictions is to protect the safety of park tenants or
34 residents and (b) the rules or restrictions comply with RCW 59.20.045.
35 The landlord may restrict the number of "for sale" signs on the lot to

1 two and may restrict the size of the signs to conform to those in
2 common use by home sale businesses;

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

11 (3) Prohibit the distribution of information or meetings by tenants
12 of the mobile home park to discuss mobile home living and affairs,
13 including political caucuses or forums for or speeches of public
14 officials or candidates for public office, or meetings of organizations
15 that represent the interest of tenants in the park, held in a tenant's
16 home or any of the park community or recreation halls if these halls
17 are open for the use of the tenants, conducted at reasonable times and
18 in an orderly manner on the premises, nor penalize any tenant for
19 participation in such activities;

20 (4) Prohibit a public official or candidate for public office from
21 meeting with or distributing information to tenants in their individual
22 mobile homes, manufactured homes, or park models, nor penalize any
23 tenant for participating in these meetings or receiving this
24 information;

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

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

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

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

36 (d) Participation or membership in any homeowners association or
37 group;

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

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

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

18 (9) Communicate with a tenant, a tenant's family member, or guest
19 in such a manner as to harass, intimidate, threaten, or embarrass
20 including, but not limited to, communication at an unreasonable hour,
21 with unreasonable frequency, by threats of force or violence, by
22 threats of criminal prosecution, or by use of offensive language;

23 (10) Display a firearm or weapon while communicating with a tenant,
24 a tenant's family member, or guest, or when on the tenant's mobile home
25 lot;

26 (11) Take, damage, or interfere with the property of a tenant, a
27 tenant's family member, or guest including, but not limited to, the
28 tenant's manufactured/mobile home, improvements purchased and installed
29 by a tenant on a mobile home lot, motor vehicles, or other property
30 provided by the landlord for the use of the tenant located within the
31 tenant's mobile home lot;

32 (12) Threaten to evict a tenant, terminate a rental agreement,
33 increase rental or other tenant obligations, decrease services, modify
34 park rules, or take any other action that cannot legally be taken or
35 that is not intended to be taken;

36 (13) Communicate with the tenant and represent or imply that the
37 existing obligations of the tenant may be or have been increased by the

1 addition of attorneys' fees, service fees, or any other fees or charges
2 when such fees or charges may not legally be added to the existing
3 obligations of the tenant; or

4 (14) Contact or threaten to contact federal, state, or local law
5 enforcement officials to harass, intimidate, or threaten a tenant, a
6 tenant's family member, or guest.

7 A violation of this section subjects the landlord to either actual
8 damages or statutory damages of not less than two hundred fifty dollars
9 or more than one thousand dollars per violation per day, whichever is
10 greater.

11 **Sec. 4.** RCW 59.20.130 and 1999 c 359 s 11 are each amended to read
12 as follows:

13 It shall be the duty of the landlord to:

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

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

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

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

25 (5) Exterminate or make a reasonable effort to exterminate rodents,
26 vermin, or other pests dangerous to the health and safety of the tenant
27 whenever infestation exists on the common premises or whenever
28 infestation occurs in the interior of a mobile home, manufactured home,
29 or park model as a result of infestation existing on the common
30 premises;

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

36 (7) Respect the privacy of the tenants and shall have no right of
37 entry to a mobile home, manufactured home, or park model without the

1 prior written consent of the occupant, except in case of emergency or
2 when the occupant has abandoned the mobile home, manufactured home, or
3 park model. Such consent may be revoked in writing by the occupant at
4 any time. The ownership or management shall have a right of entry upon
5 the land upon which a mobile home, manufactured home, or park model is
6 situated for maintenance of utilities, to insure compliance with
7 applicable codes, statutes, ordinances, administrative rules, and the
8 rental agreement and the rules of the park, and protection of the
9 mobile home park at any reasonable time or in an emergency, but not in
10 a manner or at a time which would interfere with the occupant's quiet
11 enjoyment. The ownership or management shall make a reasonable effort
12 to notify the tenant of their intention of entry upon the land which a
13 mobile home, manufactured home, or park model is located prior to
14 entry;

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

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

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

24 (11) Post regular office hours at the mobile home park's office or
25 at the owner or manager's mobile home lot stating when the office is to
26 be staffed, and post an emergency number for times when the mobile home
27 park's office is not open for business; and

28 (12) Maintain a contemporaneous written log of all complaints
29 raised by tenants at the time the complaint is brought to the
30 landlord's attention. The log must show the date and time of the
31 complaint, the name and mobile home lot designation of the tenant
32 raising the complaint, the nature of the complaint, the action promised
33 by the landlord, and the date and time the promised action was
34 completed.

35 A landlord shall not have a duty to repair a defective condition
36 under this section, nor shall any defense or remedy be available to the
37 tenant under this chapter, if the defective condition complained of was
38 caused by the conduct of the tenant, the tenant's family, invitee, or

1 other person acting under the tenant's control, or if a tenant
2 unreasonably fails to allow the landlord access to the property for
3 purposes of repair.

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