Ishbel Dickens is the Executive Director of the National Manufactured Home Owners Association (NMHOA), representing manufactured homeowners across the country. Prior to this Ishbel was a staff attorney at Columbia Legal Services and has been an advocate for manufactured homeowners for more than twenty years. She went to law school specifically to become an even stronger advocate for people who own their homes but not the land under them. Ishbel has helped homeowners’ associations purchase their communities as resident-owned co-operatives. She has spoken at numerous conferences around the country on issues facing manufactured homeowners and offered a range of possible solutions. She is involved in policy changes at the local, state and federal levels that will help manufactured homeowners preserve their lifestyle choice. She had an article published in the April 2007 issue of the Clearinghouse Review. In 2007 she was awarded a Washington State Housing Finance Commission “Friend of Housing” Award and in 2009 she received the first ever “Housing Hero of the Decade” award at the 2009 Housing and Homelessness Advocacy Day. Ishbel completed the “Achieving Excellence Program” at Harvard’s Kennedy School in March 2010 through which she worked to expand manufactured housing community preservation efforts in Washington.
Manufactured/Mobile Home Landlord Tenant Act

RCW 59.20 et seq

Ishbel Dickens

This is a trailer park

“This Park” by Sutton, Berens and Culler, toured urban neighborhoods in the Summer of 2003.

This is multi-family housing!
This is a manufactured housing community/mobile home park

Who is covered by the act

- Home owners renting space in mobile home parks. RCW 59.20.030
- The act governs the legal rights and obligations arising under rental agreements between landlords and tenants. RCW 59.20.040

59.20.045 – Enforceability of rules

- Rules are enforceable only if:
  - They promote the convenience, health, safety or welfare of the residents,
  - Reasonably related to the purpose for which they are adopted,
  - Apply to all tenants in a fair manner,
  - Do not allow the park owner to evade a responsibility, and
  - Are not retaliatory or discriminatory.
Rental agreement requirements

• One year rental agreement in writing. RCW 59.20.050
• Home owner can waive right to one year rental agreement but this needs to be in writing. RCW 59.20.050
• Month-to-month agreements.
• No provision by which tenant agrees to waive rights. RCW 59.20.060 (2)(d)
• Automatic annual renewal. RCW 59.20.090 (1)
• 3 months written notice required prior to rent increase. RCW 59.20.090 (2)

Rental Agreements
RCW 59.20.060

• Rental agreement must be in writing
• Must include terms of rent payment, time and place of payment, and any additional charges to be paid by tenant
• Must also include community rules, contact information of landlord or landlord’s agent
• Statement regarding sale/transfer of the property
• Cannot contain language which would result in tenant waiving rights. (HRCA v. Echo Lake, 134 Wn. App. 210, (2006), rev. denied)

Prohibited acts by Landlords
RCW 59.20.070

• Deny tenant the right to sell the home
• Restrict freedom of choice
• Prevent tenants from distributing fliers/holding meetings
• Evict tenants if they file complaints with government agencies
• Charge tenants utility fees in excess of actual costs
• Elsewhere – RCW 59.20.135 – “woodshed act”
Transfer of tenancies

- Covered by RCW 59.20.073
- Home owner is entitled to transfer tenancy to new owner.
- Need to follow process:
  - 15 days notice to landlord that home is being sold
  - New owner needs to meet with landlord for approval (which shall not be unreasonably withheld)
  - Landlord has to notify owner, in writing, within 7 days of pending sale that approval is being withheld.

Just cause evictions

- Can only be evicted for cause RCW 59.20.080
- There are 13 “causes” that could result in eviction:
  - Substantial/repeated violation of the rules (15 day comply or vacate). RCW 59.20.080 (1)(a)
  - 3 of these notices in a 12 month period could result in eviction. RCW 59.20.080 (1)(h)
  - Non payment of rent or other charges (5 day pay or vacate). RCW 59.20.080 (1)(b)
  - 12 month notice of park closure. RCW 59.20.080 (1)(e)

Terms of Rental Agreements
RCW 59.20.090

- Unless otherwise agreed the term shall be for 1 year.
- The rental agreement renews automatically.
- Landlord may increase rent provided tenant is given written notice of the increase 3 months prior to the expiration of the rental agreement.
59.20.130 – Duties of landlord

• Comply with laws and ordinances, etc.;
• Maintain common premises and keep them reasonably clean, sanitary and free from being a fire hazard;
• Prevent infestation and maintain utilities and roads within the community;
• Respect tenant’s privacy and allow them freedom of choice; and
• Notify tenants within 5 days if a request for rezone has been filed.

Duties of Tenant

RCW 59.20.140

• Pay rent on time
• Comply with rules, local ordinances, etc.
• Keep lot clean and sanitary
• Dispose of rubbish appropriately
• Pay for extermination of infestation if caused by the tenant
• Not intentionally destroy/damage property or allow guests to do so
• Not engage in drug-related activities

Repair remedies

• Notify landlord in writing of needed repair RCW 59.20.200
• Landlord should fix
  – a condition hazardous to life within 24 hours
  – water or heat that he/she provides within 48 hours
  – defects that might cause fire or accident within 7 days
• Any other repairs should be completed within 30 days
• Tenant may use up to one month’s rent to repair problem after giving landlord notice and 2 bids. RCW 59.20.210
59.20.210 – Tenants opportunity to repair if landlord is not responsive

• If landlord fails to carry out any of the duties outlined in 59.20.200 then the tenant may submit two bids for the repair.
• If landlord still fails to commence repair after a reasonable length of time then tenant can commence repair and deduct cost from rent — however the cost must be less than 1 month’s rent.
• Unlike the RLTA, tenants cannot combine resources to pay for common repairs.

Eviction proceedings

• Notice of eviction must be served personally on homeowner, or if person is not home then the notice must be stuck on a conspicuous part of the home and mailed. RCW 59.20.150.
• Summons and Complaint follows the RLTA. RCW 59.18.055 and 59.18.370-59.18.410 apply.
• Same time frame for response and notice of show cause hearing.
• Home owner should be on an annual lease so might be worthwhile paying rent and costs into the court registry to re-instate the tenancy.

Post eviction

• Homestead rights
  - Declaration of homestead. RCW 6.13.010
  - Writ of restitution
  - Requires property to be returned to landlord but what about the home?
• Post writ – what happens?
  - Negotiate time for homeowner to sell home and/or waive homestead rights in return for some more time in the park.
Enacted in 2008 this statute requires community owners to provide notice to the following prior to advertising the community for sale:

- Homeowners
- Officers in homeowners’ association
- Office of manufactured housing (Dept. of Commerce)
- Local Govt.
- Housing Authority
- Washington State Housing Finance Commission

The notice must include:
- Statement that LL intends to sell property; and
- Contact info for LL/LL’s agent qualified to communicate with eligible entity re sale of property.

The landlord is encouraged to negotiate in good faith with potential HOA/nonprofit purchasers. (RCW 59.20.305)

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**Attorney General Alternative Dispute Resolution Program (RCW 59.30)**

1. The AG will produce educational materials regarding the Mobile Home Landlord Tenant Act (RCW 59.20)
2. These materials will include a notice in a format that the landlord can easily post in the manufactured housing community.
3. These materials will be distributed to all known landlords.
4. Landlords will be told that they must post these materials in a clearly visible location in all common areas of the manufactured housing community.
5. The AG may issue a fine if the landlord has not posted a notice or has not maintained the notice so that it is clearly visible to tenants.

AG’s educational materials will:

- Summarize tenants’ rights and responsibilities.
- Explain how a tenant may file a complaint.
- Include a toll free telephone number and website address that will provide additional information.
If a violation has occurred...

- The AG will deliver a written notice of the violation to the respondent who committed the violation.
- The notice will be sent by certified mail.
- The notice will specify:
  - the violation,
  - the corrective action that needs to be taken,
  - the timeframe for correcting the violation,
  - the penalties that could be incurred for failure to correct the violation,
  - actions that will result if the corrective action is not taken within the specified time frame and
  - the process for contesting the determination, fines, penalties, etc.

How to file a complaint

- An aggrieved party has the right to file a complaint.
- The complaint should be filed in writing.
- If the tenant’s complaint against a landlord is for a violation of RCW 59.20.200 then the tenant needs to notify the landlord of the complaint.

How to file a complaint

- This can be accomplished in either of 2 ways:
  - By calling the AG’s office: 1-866-924-6458
  - Via the complaint webpage:
    - http://www.atg.wa.gov/MHDR.aspx
Appeal Process

• The complainant or respondent can appeal the AG’s decision by requesting an administrative hearing within 15 business days of receipt of notice of violation or non-violation, fine, other penalty, or order that constitutes final order.

• If an administrative hearing is not requested within 15 days then the action of the AG constitutes a final order and is not subject to further review by any court or agency.

RCW 19.86


• Any act or practice that is unfair or deceptive can be complained of to the AG.

Local Actions
Opportunities to impact manufactured housing community preservation

• Zoning Ordinances
  – Successful adoption of “mobile home park” zones in several WA jurisdictions
  – 9th Circuit decision (10/2012)
Local Actions, cont.

* Comprehensive Plans
  – Requirements under GMA
  – Annual amendment process
  – 5 year updates

* Consolidated Plans
  – Requirements to plan for affordable housing
  – Opportunity for citizen input

HUD Manufactured Housing Consensus Committee (MHCC)

• Established by the Manufactured Housing Improvement Act, 2000.
• Provides opportunities for industry, users, general public to make recommendations to the Secretary of HUD on safety and design features of manufactured homes.
• Recommendations posted on Federal Register for public comment.
• Provides some level of “equality” for owners of manufactured homes.
• Also establishes a dispute resolution program to resolve disputes between manufacturers, retailers, installers and home owners.

Government Accounting Office (GAO)

• As a result of public pressure and MHCC recommendations

• GAO Report on air quality (or lack thereof)

Q & A

Feel free to contact me at:
206-851-6385
If you have any further questions