

---

SENATE BILL 6449

---

State of Washington 57th Legislature

2002 Regular Session

By Senator Kastama

Read first time 01/17/2002. Referred to Committee on Labor, Commerce & Financial Institutions.

1 AN ACT Relating to allowing entrance and exit fees under limited  
2 circumstances; and amending RCW 59.20.060.

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

4 **Sec. 1.** RCW 59.20.060 and 1999 c 359 s 5 are each amended to read  
5 as follows:

6 (1) Any mobile home space tenancy regardless of the term, shall be  
7 based upon a written rental agreement, signed by the parties, which  
8 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 a  
12 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 if  
17 such person does not reside in the state there shall also be designated  
18 by name and address a person who resides in the county where the mobile  
19 home park is located who is authorized to act as agent for the purposes

1 of service of notices and process. If no designation is made of a  
2 person to act as agent, then the person to whom rental payments are to  
3 be made shall be considered the agent;

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

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

10 (g)(i) A covenant by the landlord that, except for acts or events  
11 beyond the control of the landlord, the mobile home park will not be  
12 converted to a land use that will prevent the space that is the subject  
13 of the lease from continuing to be used for its intended use for a  
14 period of three years after the beginning of the term of the rental  
15 agreement;

16 (ii) A rental agreement may, in the alternative, contain a  
17 statement that the park may be sold or otherwise transferred at any  
18 time with the result that subsequent owners may close the mobile home  
19 park, or that the landlord may close the park at any time after the  
20 required notice. The covenant or statement required by this subsection  
21 must appear in print that is larger than the other text of the lease  
22 and must be set off by means of a box, blank space, or comparable  
23 visual device;

24 The requirements of this subsection shall apply to tenancies  
25 initiated after April 28, 1989.

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

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

34 (j) A description of the boundaries of a mobile home space  
35 sufficient to inform the tenant of the exact location of the tenant's  
36 space in relation to other tenants' spaces;

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

1 (1) 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.

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

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

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

14 (c) Which allows the landlord to alter the due date for rent  
15 payment or increase the rent: (i) During the term of the rental  
16 agreement if the term is less than one year, or (ii) more frequently  
17 than annually if the term is for one year or more: PROVIDED, That a  
18 rental agreement may include an escalation clause for a pro rata share  
19 of any increase in the mobile home park's real property taxes or  
20 utility assessments or charges, over the base taxes or utility  
21 assessments or charges of the year in which the rental agreement took  
22 effect, if the clause also provides for a pro rata reduction in rent or  
23 other charges in the event of a reduction in real property taxes or  
24 utility assessments or charges, below the base year: PROVIDED FURTHER,  
25 That a rental agreement for a term exceeding one year may provide for  
26 annual increases in rent in specified amounts or by a formula specified  
27 in such agreement;

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

30 (e) Allowing the landlord to charge an "entrance fee" or an "exit  
31 fee", unless contained in a contract to provide care in a nursing home,  
32 as defined under chapter 18.51 RCW; a continuing care retirement  
33 community, as defined under chapter 70.38 RCW; or a boarding home, as  
34 defined under chapter 18.20 RCW;

35 (f) Which allows the landlord to charge a fee for guests:  
36 PROVIDED, That a landlord may establish rules charging for guests who  
37 remain on the premises for more than fifteen days in any sixty-day  
38 period;

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

8           (h) By which, at the time the rental agreement is entered into, the  
9 landlord and tenant agree to the selection of a particular arbitrator.

--- END ---