
SUBSTITUTE SENATE BILL 5433

State of Washington

62nd Legislature

2011 Regular Session

By Senate Financial Institutions, Housing & Insurance (originally sponsored by Senators Fraser, Conway, Kastama, Keiser, Chase, Rockefeller, McAuliffe, and Nelson)

READ FIRST TIME 02/18/11.

1 AN ACT Relating to a landlord's duty to maintain common areas,
2 roads, and trees in manufactured/mobile home communities; and amending
3 RCW 59.20.130.

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

5 **Sec. 1.** RCW 59.20.130 and 1999 c 359 s 11 are each amended to read
6 as follows:

7 It shall be the duty of the landlord to:

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

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

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

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

1 (5) Maintain, in good condition, all trees that were not planted by
2 the current tenants;

3 (6) Exterminate or make a reasonable effort to exterminate rodents,
4 vermin, or other pests dangerous to the health and safety of the tenant
5 whenever infestation exists on the common premises or whenever
6 infestation occurs in the interior of a mobile home, manufactured home,
7 or park model as a result of infestation existing on the common
8 premises;

9 (~~(6)~~) (7) Maintain and protect all utilities provided to the
10 mobile home, manufactured home, or park model in good working
11 condition. Maintenance responsibility shall be determined at that
12 point where the normal mobile home, manufactured home, or park model
13 utilities "hook-ups" connect to those provided by the landlord or
14 utility company;

15 (~~(7)~~) (8) Respect the privacy of the tenants and shall have no
16 right of entry to a mobile home, manufactured home, or park model
17 without the prior written consent of the occupant, except in case of
18 emergency or when the occupant has abandoned the mobile home,
19 manufactured home, or park model. Such consent may be revoked in
20 writing by the occupant at any time. The ownership or management shall
21 have a right of entry upon the land upon which a mobile home,
22 manufactured home, or park model is situated for maintenance of
23 utilities, to insure compliance with applicable codes, statutes,
24 ordinances, administrative rules, and the rental agreement and the
25 rules of the park, and protection of the mobile home park at any
26 reasonable time or in an emergency, but not in a manner or at a time
27 which would interfere with the occupant's quiet enjoyment. The
28 ownership or management shall make a reasonable effort to notify the
29 tenant of their intention of entry upon the land which a mobile home,
30 manufactured home, or park model is located prior to entry;

31 (~~(8)~~) (9) Allow tenants freedom of choice in the purchase of
32 goods and services, and not unreasonably restrict access to the mobile
33 home park for such purposes;

34 (~~(9)~~) (10) Maintain roads within the mobile home park in good
35 condition and take reasonable steps to prevent the accumulation of
36 water, snow, or ice that would prevent tenants from accessing their
37 homes or exiting the mobile home park; and

1 (~~(+10)~~) (11) Notify each tenant within five days after a petition
2 has been filed by the landlord for a change in the zoning of the land
3 where the mobile home park is located and make a description of the
4 change available to the tenant.

5 A landlord shall not have a duty to repair a defective condition
6 under this section, nor shall any defense or remedy be available to the
7 tenant under this chapter, if the defective condition complained of was
8 caused by the conduct of the tenant, the tenant's family, invitee, or
9 other person acting under the tenant's control, or if a tenant
10 unreasonably fails to allow the landlord access to the property for
11 purposes of repair.

--- END ---