

MANUFACTURED HOUSING DISPUTE RESOLUTION PROGRAM

ANNUAL REPORT TO THE WASHINGTON STATE LEGISLATURE



WASHINGTON STATE OFFICE OF ATTORNEY GENERAL
ROB MCKENNA





MANUFACTURED HOUSING DISPUTE RESOLUTION PROGRAM

EXECUTIVE SUMMARY

HISTORY

During the 2007 session, the Legislature approved House Bill 1461 authorizing the Attorney General to create and administer a program to regulate and enforce the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA, RCW 59.20). This law, Manufactured/Mobile Home Communities – Dispute Resolution and Registration (RCW 59.30), empowers the Attorney General to resolve disputes informally and where necessary issue citations to ensure compliance. A new unit was created within the Attorney General's Consumer Protection Division to implement this legislation.

The mission of the Manufactured Housing Dispute Resolution Program (or Manufactured Housing Unit, MHU), is to educate the public about, bring compliance with and provide enforcement of the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA). We facilitate communication between manufactured/mobile home owners and their landlords in order to resolve disputes and avoid evictions.

An ombudsman program existed within Community, Trade and Economic Development prior to the creation of the MHU. The primary difference between the two programs lies in the enforcement power given to the Attorney General's Office. We believe this enforcement power has increased the incentive for landlords and tenants in manufactured/mobile home communities to participate in the program resulting in a higher rate of dispute resolutions and compliance with the MHLTA.¹

PHILOSOPHY

As noted in RCW 59.30.30(3)(a), the legislature intended to provide an equitable, less costly and more efficient way for landlords and tenants of manufactured/mobile home communities to resolve disputes. Following the spirit of that legislation, the MHU has focused primarily on resolving the majority of the complaints through education and negotiations and avoiding costly litigation.

Ultimately, the role of our Office is to enforce the MHLTA. However, we first strive to resolve complaints informally as a neutral dispute resolution service. Our unit does not represent either interested party but advances the public's interest in compliance with the law and access to justice.

If respondents make a good faith effort to work with our Office, then further enforcement action is usually unnecessary. Our other goal is to correct violations through education with the focus placed on the prevention of future violations and voluntary compliance.

ACCOMPLISHMENTS

Since its inception on July 23, 2007, MHU has operated with less than half its approved full time employees. During this period and utilizing a combination of permanent and temporary staff, the MHU Program Manager assessed the business needs of the unit and developed a staffing model in line with the Department of Personnel requirements and based on the program service needs.



1. See CTED Office of Manufactured Housing Report to the Legislature December 2005.

During the first fifteen months, MHU has:

- Gained a more complete and accurate listing of manufactured/mobile home communities, including number of spaces available and spaces rented.
- Developed program philosophy and standards for service.
- Developed and delivered negotiation and investigative processes and procedures.
- Developed and delivered program materials including brochures and mandatory educational poster.
- Developed and delivered educational presentations at ten statewide locations to over 700 constituents.
- Created a staffing model and hired staff comprising 6.0 Full Time Employees.
- Facilitated the development of productive relationship with both landlord and tenant stakeholder groups.
- Worked with stakeholders to identify problem areas in the MHLTA (RCW 59.20).
- Identified and recommended changes to RCW 59.30 to improve the program.

PLANS FOR 2009

In the coming calendar year, MHU plans to focus its energy on:

- Increasing constituent awareness of and participation in MHU focusing on English as a second language and other vulnerable populations.
- Continuing to foster effective communications with our stakeholders.
- Solidifying operation procedures.
- Engaging in rule making process with constituents.
- Increasing effectiveness of program processes utilizing full staff model.
- Further developing performance measures in order to more accurately track constituent needs and performance.

STATISTICAL OVERVIEW

Rarely do Complainants allege a single issue. Often at least one of the issues in a multi-issue complaint were ones in which our office lacked jurisdiction. The database developed is able to track multiple issues per complaint but only able to track one resolution/outcome. Therefore as a practice we determine the key issue where our office has jurisdiction and then track the outcome of the primary complaint. For this reason we have more issues than complaint resolutions.²

The program has received over 600 first time calls on this line since it opened July 23, 2007.³ Callers are provided with information and education about the MHU. They also receive assistance with self-help strategies as well as referrals to other agencies to help serve their legal, health and social service needs. Those callers who have a complaint that may fall under the jurisdiction of the MHLTA are mailed program information and a complaint form.

Of the complaints filed:

- 7 communities had 10 or more complainants
- 34 communities had 2 to 9 complainants
- 144 communities had 1 complainant
- Total of 185 communities with complaints filed

When we consider the average of 44 homes per community⁴ and that 40% of all complaints were resolved through negotiation and education, we estimate that over 4,500 households may have been affected by indirect contact with MHU through landlord change in practice.

2. See Appendix A for list of outcomes with issues reported.

3. These are first time calls and do not include calls to and from Complainants and Respondents.

4. See page 8 for section on Manufactured/Mobile Home Community Registration.

For this annual reporting period of December 1, 2007 to November 30, 2008, MHU has assisted with 374 complaints.⁵ Of these, 347 have been homeowners and 27 have been landlords or managers.

Written Complaints filed with MHU December 1, 2007 to November 30, 2008 ⁶	374
Complaints filed by tenants.....	347
Complaints filed by landlords.....	27
Number to issues alleged.....	693

Cases closed in Negotiation phase (no formal Investigation)	369
Issue resolve with MHLTA compliance.....	167
Appears no MHLTA violation and no further investigation necessary.....	51
Issue outside jurisdiction of MHLTA.....	66
Information, inquiry, or complainants disengage.....	85

Cases moved to formal Investigation phase	44
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AGO Findings and Determinations

Notice of Violation issued.....	5
Settlement in Lieu of Notice of Violation.....	11
Notice of Non-Violation issued.....	14
Case Deactivation (complainant withdrew).....	4

Cases appealed to Office of Administrative Hearings (OAH)	5
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Notice of Non-Violation.....	1
<i>Outcome: AGO determination upheld</i>	
Notice of Violation.....	4
<i>Outcome: MHLTA Compliance brought through Settlement Agreements</i>	

Cases currently open in Negotiation phase	79
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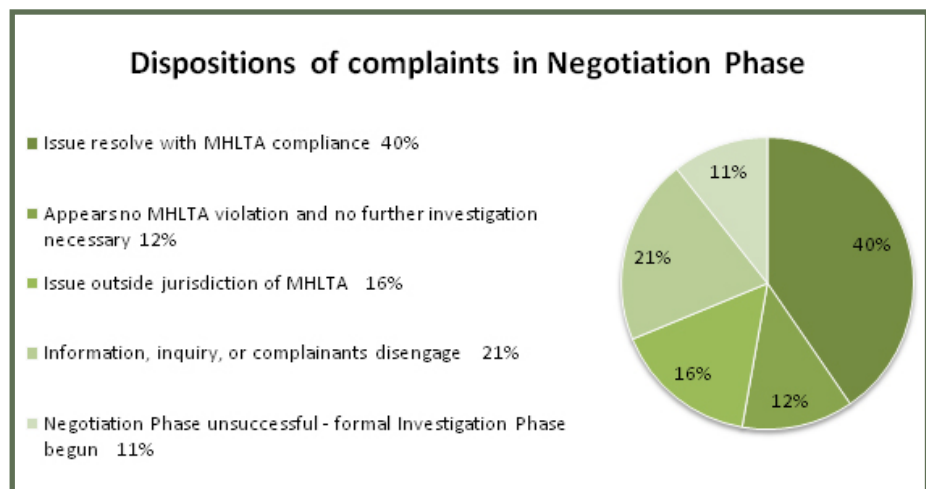
Cases currently open in Investigation phase	18
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Cases currently pending hearing at OAH	0
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Top 6 issues reported

- Rental agreement
- Community rules and enforcement
- Validity of Notice
- Rent Raises
- General maintenance of community/rented lot
- Health, safety & sanitation of community/rented lot

The majority of all the complaints received were resolved in the Negotiation Phase.⁷ Eleven percent of the complaints filed were moved into the Investigative Phase.



5. It should be noted for purposes of statistics, while those constituents that call MHU on the telephone often call with a complaint about another party, MHU has not counted those calls as "complainants". "Complaints" or "Requests for Dispute Resolution" consist of written documents usually received on the MHU form and submitted via the Internet, fax or mail which require additional MHU action.

6. See Appendix A for statistical report with types of issues reported.

7. See Appendix B for Program Flow Chart

MANUFACTURED HOUSING DISPUTE RESOLUTION PROGRAM OVERVIEW

NEGOTIATION PHASE

Both homeowners and landlords may file a request for dispute resolution if they believe that there has been a violation of their rights under the MHLTA. We will attempt to conciliate as a neutral third party with the focus of bringing compliance first through education and negotiation.

Eighty-nine percent of complaints are resolved in the Negotiation Phase of the program and this process usually takes between 30 to 180 days. This phase consists of gathering basic information (such as leases and community rules) and gaining an understanding of the position of the parties and what they seek in resolving the complaint. The Negotiation and Compliance Specialist also spends a large portion of time providing information and education to parties regarding the MHLTA.

Substantial time is spent sorting out misunderstandings between parties due to poor communications. We communicate with each of the parties separately by telephone, email and letter. If necessary, referrals are made to in-person mediation services performed by local Dispute Resolution Centers that can be used to smooth over communications problems and personality conflicts.

If the respondent does not respond to our Office or declines negotiation services, or negotiation fails to produce satisfactory results, the office will review the complaint for formal investigation. The complaint is evaluated for concerns involving scope of issues, health and safety, potential eviction or retaliation. The Office exercises its discretion and may formally investigate or may close the complaint.

FORMAL INVESTIGATION PHASE

The objectives of investigation are to marshal facts to assist in exercising impartial judgment regarding potential violations of the MHLTA. Formal Investigations may consist of comprehensive record and document acquisition and review, site visits, in-depth interviews, discovery as allowed in Administrative Procedures Act hearings, and the retention of expert witnesses.

Due to complexity, several investigations from one community, which are now concluded, have taken over a year to complete. With a recently hired, permanent and experienced investigator, speed of the investigative phase has increased significantly.

Following a formal investigation, this Office will then, where appropriate, assist with negotiation between the parties in an effort to foster compliance. When this is successful, the parties enter into a Settlement In Lieu of Notice of Violation.

DETERMINATIONS

When settlements following investigations are not successful, the Office makes written determinations of whether the MHTLA has been violated. Determinations, which may include citations, fines, penalties and orders to cease and desist, are subject to being contested by either party through a hearing before an administrative law judge.

All but one of the five Notices of Violation issued by MHU to date has been challenged and all of those four have been settled prior to a written ruling by the Administrative Law Judge (ALJ). One Notice of Non-Violation was challenged and upheld by the ALJ at hearing. The program has yet to collect fines. At this juncture, the MHU does not foresee fines as a significant source of revenue for the program as our aggressive efforts at negotiated settlements have achieved voluntary compliance without the use of extensive fining authority.

PROGRAM STAFFING

Utilizing only 6.0 FTEs, the staff now consists of the following:

- **Cathie Caldwell**, *Program Manager*, comes to the program with eleven years experience in legal services program development and management, seven of which was with the King County Bar Association's Neighborhood Legal Clinics. She provides long-term program vision and direction, interacts with stakeholders and legislators, and oversees staff and the day to day operations of the program.
- **Jake Bernstein**, *Assistant Attorney General*, has worked with the Attorney General's Office in the Consumer Protection Division since 2007. He provides legal analysis and legal oversight to the program staff, program litigation services and legal advice to the Program Manager.
- **Mary Harper**, *Legal Assistant*, joined the Attorney General's Office in November 2008 after interning as a paralegal. She provides investigation and litigation support.
- **Toy Rodriguez**, *Program Coordinator*. Beginning January 1, Ms. Rodriguez, who is fluent in Spanish, will be the first contact for most constituents via telephone. She will answer questions about the program and the rights and responsibilities of landlords and tenants in addition to providing clerical and administrative support to the program.
- **Amanda Philips**, *Negotiation and Compliance Specialist*, has worked as a paralegal and legal assistant for the Attorney General's office since early 2007. She analyzes incoming complaints and responses, engages parties in telephone conciliation, and provides education to both parties, and attempts to bring compliance during the negotiation phase.
- **Richard LaMonica**, *Investigator*, has over 7 years experience as an investigator with the Washington State Gambling Commission plus over 8 years with the Department of Justice in Melbourne, Australia. Mr. LaMonica currently investigates matters that have not been successfully resolved in negotiation. He gathers facts and evidence of potential violations of the MHLTA and makes recommendations for determinations to the Assistant Attorney General and the Program Manager.

COMMUNITY CONNECTIONS

MANDATORY POSTER NOTIFICATIONS ⁸

In February and May 2008, MHU used the data gathered by Department of Licensing community registration to mail mandatory posters that outline tenant rights. In August 2008 the posters were translated into Spanish and mailed to those communities that requested them.



⁸. See Appendix C for the Poster.

OUTREACH

From February to May 2008, the MHU Manager Cathie Caldwell and Assistant Attorney General Jake Bernstein delivered nine educational overviews of the MHU and the MHLTA in a free public forum format. More than 675 landlords, property managers, on-site managers and homeowners of manufactured housing communities attended these presentations to learn about the MHLTA and the MHU and how we can help.

Renton	February 22	100 attendees
Puyallup	March 26	180 attendees
Vancouver	April 3	20 attendees
Everett	April 7	60 attendees
Kent	April 15	85 attendees
Olympia	April 24	60 attendees
Spokane	May 13	85 attendees
Pasco	May 14	20 attendees
Yakima	May 15	25 attendees
Connell	October 1	55 attendees

MHU Forum attendees were given a questionnaire and responded in the following ways:

Q: THE ISSUES THAT ARE IMPORTANT TO ME:

Tenant answers

Community is clean and well maintained
 Rules are equally enforced
 Rules are fair

Landlord answers

Rules are fair
 Rules are followed
 Rules are equally enforced

Q: WHEN I CALL THE MHU, I EXPECT:

Tenant answers

Knowledgeable staff
 Fairness
 Clear and easy to follow process

Landlord answers

Fairness
 Knowledgeable staff
 Fast response

Q: TO ME, A SUCCESSFUL DISPUTE RESOLUTION PROGRAM WOULD:

Tenant answers

Help create positive landlord-tenant relationships
 Improve landlord-tenant communications
 Resolve most issues in Negotiation Phase

Landlord answers

Help create positive landlord-tenant relationships
 Improve landlord-tenant communications
 Create reduced need for complaints
 Resolve most issues is Negotiation Phase

Landlords and tenants desire similar things from the MHU and our Office has worked for the last year to be responsive to those needs.⁹

STAKEHOLDERS GROUP

In January 2008, MHU Program Manager and Assistant Attorney General met with a group of interested stakeholders. This group was comprised of members of Manufactured Housing Communities of Washington (MHCW), Association of Manufactured Homeowners (AHMO) and Mobile Home Owners of America (MHOA). This group has met four times since January and added members from Commonwealth Property Management Company and Manufactured Housing Community Preservationists. MHU staff worked to build relationships with this group in order to be responsive to constituent concerns and in hopes our services will become widely known to their memberships.

9. See Appendix D for the Outreach Presentation Attendee survey summaries.

MHU staff spoke at the Manufactured Housing Communities of Washington conference in April 2008 and also plan to speak at the Mobile Home Owners of America State Board meeting on January 10, 2009.

SURVEYS

In October and December 2008, MHU surveyed a random group of complainants and respondent who sought services from June to September 2008.¹⁰

Tenant complainants were asked to answer 'strongly agree', 'agree', 'disagree' 'strongly disagree' or 'neutral or NA' the following questions:

- The MHU program was easy to reach by phone, email, etc.
- The MHU staff was courteous.
- The MHU staff was knowledgeable and was able to answer my questions.
- The MHU process was clear and I understood what would happen next.
- The program's written materials or MHU staff clearly explained the limits of MHU powers.
- The MHU staff clearly explained the actions taken and the outcome of my complaint in our final discussion and/or closing letter.
- I am satisfied with the overall resolution of my complaint.
- Overall my interaction with the MHU exceeded my expectations.
- Because of my contact with MHU, I have a stronger understanding of the rights and responsibilities of landlords and tenants.
- Overall my interaction with the MHU program has improved my communications with my landlord.

Of the 21 tenant complaints who answered the survey, 66% selected 'strongly agree' or 'agree' to the questions contributing to an overall positive rating.

Regarding the question "I am satisfied with the overall resolution of my complaint", 52% answered positively and 43% disagreed. Further analysis shows that the majority that were unsatisfied (6 of the 9) had issues for which MHU had no jurisdiction or that appeared not to be a MHLTA violation.

Landlord respondents were also surveyed and were asked to answer 'strongly agree', 'agree', 'disagree' 'strongly disagree' or 'neutral or NA' to the following questions:

- The MHU program was easy to reach by phone, email, etc.
- The MHU staff was courteous.
- The MHU staff was knowledgeable and was able to answer my questions.
- The MHU process was clear and I understood what would happen next.
- The MHU staff clearly explained the actions taken and the outcome of my complaint in our final discussion and/or closing letter.
- The overall resolution of this issue was in compliance with my understanding of the law.
- Overall my interaction with the MHU exceeded my expectations.
- Because of my contact with MHU, I have a stronger understanding of the rights and responsibilities of landlords and tenants.
- Overall my interaction with the MHU program has improved my communications with tenants.

Of the 12 landlord respondents who answered the survey 81% answered 'strongly agree' or 'agree' to the questions resulting in an overall positive rating. Compliance was successfully brought in the Negotiation Phase to 10 of the survey respondents who participated with MHU.



10. See Appendix E for the Complainant and Respondent survey summaries.

MANUFACTURED/MOBILE HOME COMMUNITY REGISTRATION

DEPARTMENT OF LICENSING; MASTER LICENSE SERVICE PROGRAM STATUS

All statistics in this report are as of December 1, 2008.

INITIAL REGISTRATION EFFORTS:

Combining both the lists provided by CTED compiled through the 2005 registration efforts, and additional parks subsequently identified through Master License Service efforts, there were 2,880 *potential* parks listed in a contact spreadsheet in July 2007.

Of the initial **2,880** *potential* registrants:

- **1,367** were determined to be duplicate entries on the lists, non qualified for registration under the law ('exempted'), or had ceased operation since the lists had been compiled.
- **1,413** parks now have a registration on file with the Master License Service (MLS) (1,396 have completed all the registration filing requirements; 17 are in a 'pending' status because of missing information or less than full payment of fees due. Most of the pending registrations are recent filings, some because of a recent change in ownership of the park.) Note: these statistics do change frequently as records are updated or pending accounts are completed.

The registrations currently on record with MLS represent 62,605 MFD Home units for which MLS will annually collect \$10.00 per unit.

Despite repeated attempts, approximately **100** entries from the initial contact list have not yet been resolved. These cases have been escalated for review by the Assistant Attorney General assigned to the registration program to determine the appropriate method for the next level of action to achieve compliance.

MLS continues to follow-up on all pending and delinquent accounts with letters and phone calls to resolve outstanding issues.

RENEWALS

A total of **992** registration renewals have been filed to date.¹¹

Of the **389** parks that had been assigned an initial July, August, September, or October 2008 expiration date, only 23 had not renewed by the end of November and are in a delinquent renewal status.

11. When appropriate, MLS changes the expiration date of a license to match the common expiration of the entire business record. When performed, the adjustment normally requires proration of the initial renewal for a period of other than 12 months. Renewal proration will collect the respective prorated renewal fee amount, and normally results in two renewal transactions filed by the same licensee within the same 12-month period the first year a new license is administered through MLS; one prorated, the next for a full, 12-month period.

REVENUE COLLECTION:

Revenue disbursed to the Dispute Resolution Program, Office of the Attorney General:

Revenue Element	FY 08	FY 09 (through 11/08)
Initial Registration Filings	\$547,803.00	\$24,156.00
Annual Renewal Filings		\$334,968.11
Totals	\$547,803.00	\$359,124.11

Total 07-09 Dispute Resolution Program Fund (12F) Revenue, To Date:.....\$ 906,927.11

Revenue disbursed to the Registration Program, Master License Service (DOL):

Revenue Element	FY 08	FY 09 (through 11/08)
Initial Registration Filings	\$60,867.00	\$2,684.00
Delinquent Registration Penalties	\$17,250.00	
Annual Renewal Filings		\$37,218.68
Totals	\$78,117.00	\$39,902.68

Total 07-09 MLS Registration Program Revenue,¹² To Date:.....\$ 118,019.68

FISCAL/BUDGET

It is premature to determine if the collections received from Department of Licensing (DOL) provide adequate funding for the MHU to sustain the programs. The program is concluding its first fully funded year and 6.0 FTE staffing is now in place. Program usage by constituents continues to grow so the true projection of funding is indeterminate. We continue to refine procedures and work towards cost effectiveness in how we conduct business.

The current downturn in the economy is a consideration which can not be ignored. The economy and market forces will dictate the closure of manufactured/mobile home communities by land sales or addition of new communities. This is a consideration which complicates forecasts of revenue generated from registrations.



¹². The Master License Service program also collects its filing handling fees (\$15.00 per application, and \$9.00 per full, annual review) as part of the combined licensing services funding authorized under RCW 19.02. The handling fees collected may not be fully attributable to the MFD Home Park Registration alone, and are not part of the registration or dispute resolution programs' specific revenue created under RCW 59.30; and so are not reported here.

To date, the MHU has not generated revenue from fines. The current program model, as we believe directed by the legislature, focuses on resolving as many disputes as possible in the least costly and most efficient way. Therefore, it is not believed that fines will be a significant funding source for this program.

Regarding the estimated program expenditures for 2007-2009, MHU has 6.0 FTE staff for only the last quarter of the biennium. Therefore estimated expenditures for 2009-2011 biennium will be higher.

Origin	General Fund-State (001)	Registration Fees (12F)	Total
Original Budget: 2007-09 Biennium	\$435,000	\$1,704,960	\$2,139,960
FY 2008 Supplemental Enacted Budget (Version 5T)	\$0	(\$906,000)	(\$906,000)
2007-09 Enacted Budget	\$435,000	\$798,960	\$1,233,960
Estimated Expenditures for 2007-09 Biennium	\$418,735	\$450,000	\$868,735
Variance	\$16,265	\$348,960	\$365,225

JURISDICTIONAL COMMENTS AND CONCERNS

RECOMMENDED CHANGES TO RCW 59.30

As set forth in RCW 59.30.030(3)(f), the Office is to make recommendations for legislative changes as part of its responsibilities. After this first full year of operations, we propose changes to the administration of the program, and provide guidance on potential changes to the underlying substantive law.

The MHU recommends the following changes to chapter 59.30, RCW:

- The MHU should be endowed with explicit rulemaking authority to promulgate procedural rules under the terms of the APA, chapter 34.05, RCW. This amendment is necessary primarily to clarify expectations and to fairly administer the program.
- RCW 59.30.040 should be amended to clarify and expand the subpoena power provided to the AGO. Currently, the law allows for the MHU to issue subpoenas only for the production of documents and for “access to the relevant premises.” We seek to add the ability to ask for written answers to interrogatories and to compel attendance to provide oral testimony (depositions). This legislation is necessary to streamline and effectuate complete investigation of the facts and circumstances surrounding complaints that are being investigated.
- We seek a clarification that would allow the AG to require parties who have come to an agreement to memorialize that agreement in writing, furnish the AG with a signed copy of that agreement, and submit to enforcement action in the event that one or both parties fails to comply with the terms of their agreement. It is necessary to ensure compliance with the act from parties who have agreed to settle.
- We seek to slightly amend some core structural language in 59.30.040 that would clarify the role of informal dispute resolution in the process and create clear rules for formal investigations.
- We would like to add a section allowing the MHU to investigate potential violations that are discovered during the course of an existing formal investigation, but for which we have not received a formal complaint. We have found

that often complainants are not aware of their rights under the MHLTA and when the MHU Investigator does a site visit other violations may become obvious by simply walking around the community. The MHU requests guidance on how to handle this situation.

COMMONLY SEEN ISSUES NOT ADDRESSED OR UNCLEARLY ADDRESSED BY MANUFACTURED/MOBILE HOME LANDLORD-TENANT ACT

In addition to the above recommendations for legislative action regarding RCW 59.30, the MHU also reports the following areas and issues commonly encountered by this office that are either not currently addressed by the MHLTA or are addressed with insufficient clarity to allow for fair and reasonable enforcement.

- **Maintenance and Removal of Trees** – The MHLTA requires landlords to maintain large trees when they exist in the community “common areas.” The MHU receives many complaints from tenants who have large trees in their rented lots that they have not planted but are expected by the landlord to maintain. Many of these tenants are elderly and/or on a fixed-income and can neither physically do the maintenance nor can they afford to hire a professional tree service. Resolving the question of who has the legal responsibility to maintain trees or other substantial maintenance issues that affect the health and safety of residents would be advantageous to all involved in these communities, as expectations would be clear at the beginning of the tenancy. The MHLTA could be amended to include language regarding the responsibility for maintenance or removal of trees that are a hazard to life and property, regardless of where the trees are located in the manufactured housing community.
- **Changes to Community Rules** - The MHLTA contains conflicting language on the landlord’s ability to change community rules. RCW 59.20.080(1)(a) states that the tenant can only be evicted for violating rules that the tenant became subject to at the “inception of the tenancy” or “as assumed subsequently with the consent of the tenant.” This language appears to “lock” the landlord into the initial set of rules unless the landlord can secure tenant consent to new rules. This creates potential problems when some tenants consent to new rules but others do not, resulting in varying rules being applicable throughout a manufactured housing community. This language also conflicts with common lease language granting the landlord the ability to change rules with 30 days written notice. Additionally, RCW 59.20.080(1)(a) later mentions “material change” in community rules, but does not provide for a mechanism of rule change beyond the earlier statement requiring consent to new rules. This section of the MHLTA could be clarified by inserting language explicitly allowing the Park Rules to be amended at the same time that rent may be increased. This type of clarification would prevent landlord and tenant confusion and assist in the fair and reasonable enforcement of the MHLTA by the MHU.
- **Requiring the Landlords to Enforce Community Rules** – The MHLTA requires only tenants to follow community rules, but the MHU receives many complaints from tenants who desire landlords to enforce the community rules on other tenants. Tenants often tell MHU staff and stakeholder groups that they moved to certain communities because of the protective set of rules in effect at the community. They then complain to MHU when those rules are not enforced by community managers.



- **Removal of amenities** – The MHU receives complaints concerning the removal or elimination of tenant services and facilities (collectively “amenities”). The removal of amenities is usually not accompanied by a corresponding reduction in rent and often is concurrent with a rent increase. The MHLTA does not explicitly prevent the removal of amenities by landlords, nor does it require any form of rent reduction when this occurs. Instead, several sections of the MHLTA act in concert to create a confusing, unclear set of rules regarding leases and amenities. First, RCW 59.20.135 prevents landlords from transferring the responsibility of maintenance to tenants for any “permanent structure,” which includes amenities, but the statute does not say anything about the length of time amenities must last or be maintained. Second, RCW 59.20.090 provides for the “automatic renewal” of leases for any duration. Finally, RCW 59.20.080 allows the termination or non-renewal of a lease only for one of thirteen enumerated reasons. Combined, these statutory provisions seem to create a situation where a landlord is essentially bound to the initial lease signed by a tenant and may not make changes to that lease if the tenant is not willing to also sign a new lease. However, a Court of Appeals decision, *McGahuey v. Hwang*, 104 Wn. App. 176 (2001), has interpreted RCW 59.20.090 as not creating a perpetual right to one’s original lease terms. However, the facts of this case are unusual and it is not clear how it may apply to other situations, specifically the situation involving the removal of amenities.

PROGRAM SUCCESSES

Example A: In June 2008, the MHU began to receive Spanish language complaints from a community in Eastern Washington. A total of 32 complaints were received by our Office. The reported issues included (1) raising of rent without notice and (2) attempting to collect large balances owed by tenants without explanation or documentation. Additional tenant complaints regarding the on-site managers ranged from reports of non-responsiveness to verbal abuse and threats of eviction. Numerous barriers existed that created the conflict:

- All complainants were non-English speaking, low-income tenants with literacy difficulties in their native language.
- Management of the community was multi-layered and land owners had difficulty hiring and retaining reliable local staff resulting in poor or nonexistent record keeping.
- Tenant to tenant home sales without notification of community management were prevalent.
- Community management and tenants demonstrated limited understanding of the MHLTA.
- Most of the complainants did not have a signed rental agreement with the community.

MHU succeeded in:

- Reviewing each tenant’s ledger with management to clarify and verify amounts owed resulting in the reduction or elimination of thousands of dollars in inaccurate fees to tenants.
- Avoiding eviction for numerous tenants.
- Providing an educational seminar on October 1 at the town community center, which was attended by 53 tenants and 5 community managers and owners.
- Assisting community owners in updating records of contact information for all of the complainants.
- Facilitating private legal services for tenants.
- Educating both the community owner and tenants of the importance of a written rental agreement.

Example B: In April 2008, the first two of a total of twenty complaints came from a large senior community in Lynnwood. Complaints were based on improper notice for a rent raise and the subsequent Notices to Pay or Vacate received by the tenants. Additionally, the Homeowners' Association Board felt they were targeted by the community owner. Working with the community owner's attorney, the MHU was able to successfully negotiate:

- New on-site management who was directed to repair relationships with tenants.
- Proper notice for a rental increase.
- New leases for those tenants who wanted them.

Example C: In April 2008, our Office received a complaint from a landlord regarding a tenant out of compliance with community rules by not maintaining his lot. The community had sent the tenant numerous notices to comply with the community rules, but did not want to pursue eviction. Working with the tenant and landlord, MHU was able to negotiate a plan whereby the tenant would complete the portion of work that she could do herself and the community would maintain the remainder which would then be charged to the tenant at a fair rate.

Example D: In July 2008, our Office received a complaint from a tenant regarding trees behind her lot, in a shared area, that were in need of trimming. MHU successfully negotiated an agreement whereby the community trimmed and maintained the trees.

Example E: In May 2008, our Office received a complaint from a tenant concerned about the health and safety of her children due to her septic system backing up and flowing into her home. The Health Department required the tenant and her family to vacate the home. MHU compelled the community owner to address the problem and quickly repair it so the tenant and her family were able to move back into their home.

Example G: In May 2008, MHU received a complaint from a tenant who claimed the community manager was entering her lot without notice and looking into her window. MHU educated both parties on the duties of the landlord to respect the privacy of tenants. When a second tenant complained of the same issue, the community owner hired new management.

Example H: In July 2008, a tenant complained about the need to fix a leaky roof on a community-owned shed. MHU successfully educated the community owner about landlord responsibilities and negotiated a plan for repair and a date for completion.

Example I: In June 2008, a tenant complained about a change in community rules which required her to get rid of her two dogs that no longer met the size requirement. MHU worked with the tenant and community manager and owner to successfully negotiate an agreement whereby the tenant could keep her two dogs for the remainder of their lifetime. At that point she could replace them only in accordance with the new community rules.





MANUFACTURED HOUSING DISPUTE RESOLUTION PROGRAM

APPENDICES

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APPENDIX A

**Manufactured Housing Dispute Resolution Program
Statistics on Tenants Complaints**

Report ran on December 5, 2008

From December 1, 2007 to November 30, 2008

Requests for Dispute Resolution filed by Tenants.....347

Cases closed in Negotiation phase.....344

Case resolved with MHLTA (RCW 59.20) compliance.....155

- Rental Agreements.....39
- Park rules & Enforcement.....31
- Notice.....30
- Rent Raise.....26
- General Maintenance.....22
- Health, Safety, Sanitation.....17
- Maintaining permanent structures.....11
- Screening / Denial of MH sale or tenancy.....11
- Utilities.....10
- Fees.....8
- Repair timeline.....8
- Failed communication attempts.....7
- Live-in Care providers.....7
- Unlawful Eviction.....7
- Retaliation.....5
- Privacy Issues.....4
- LL/T personality conflicts.....4
- Road Maintenance.....2
- Deposits.....2
- Guests.....2
- Infestation.....2
- Pets.....2
- Tenant to tenant dispute.....1
- Discrimination.....1
- Restriction/choice of goods.....1

Issue outside MHLTA jurisdiction.....65

- Closing Community.....12
- Residential Landlord Tenant.....11
- Rent Raise.....7
- Fees.....9
- Health, Safety, Sanitation.....4
- Notice.....5
- Rental Agreements.....4
- Tenant to tenant dispute.....4
- Trees.....3
- Retaliation.....3
- Park rules & Enforcement.....3
- General Maintenance.....2
- Maintaining permanent structures.....2
- Improvements by Tenant.....1
- Deposits.....1
- Failure To Deliver/Perform.....1
- RV's.....1

Guests.....	1
Unlawful Eviction.....	1
Restriction/choice of goods.....	1
Discrimination.....	1
Towing vehicles.....	1
Warranty.....	1
Failed communication attempts.....	1
Lack of LL enforcement.....	1

Appears no MHLTA violation & no further

<i>investigation necessary.....</i>	49
Park rules & Enforcement.....	9
General Maintenance.....	8
Rental Agreements.....	7
Utilities.....	7
Rent Raise.....	7
Screening / Denial of MH sale or tenancy.....	5
Notice.....	4
Maintaining permanent structures.....	2
Closing Community.....	2
Pets.....	2
Health, Safety, Sanitation.....	1
Retaliation.....	1
Road Maintenance.....	1
Restriction/choice of goods.....	1
Fees.....	1
Maintenance of trees.....	1
Live-in Care providers.....	1
Guests.....	1

Information requests, inquiry or

<i>complainants disengage.....</i>	75
Park rules & Enforcement.....	12
Rental Agreements.....	9
Rent Raise.....	7
Screening / Denial of MH sale or tenancy.....	7
Failed communication attempts.....	5
Notice.....	5
Health, Safety, Sanitation.....	4
Closing Community.....	4
Unlawful Eviction.....	4
Fees.....	4
Guests.....	4
Utilities.....	3
Maintaining permanent structures.....	3
RV's.....	2
Discrimination.....	2
Road Maintenance.....	2
Retaliation.....	2
Restriction/choice of goods.....	1
Pets.....	1
Infestation.....	1
Abandonment.....	1
General Maintenance.....	1
Privacy Issues.....	1
LL/T personality conflicts.....	1

Cases opened to Investigation phase.....	43
Maintaining permanent structures.....	9
Park rules & Enforcement.....	6
Rental Agreements.....	6
Utilities.....	6
Rent Raise.....	5
General Maintenance.....	5
Health, Safety, Sanitation.....	4
Notice.....	4
Unlawful Eviction.....	3
Retaliation.....	3
Repair timeline.....	2
Restriction/choice of goods.....	2
Screening / Denial of MH sale or tenancy.....	2
Infestation.....	1
Failed communication attempts.....	1
Pets.....	1
Prohibition of meetings.....	1

Manufactured Housing Dispute Resolution Program Statistics on Landlord Complaints

Report ran on December 5, 2008

From December 1, 2007 to November 30, 2008

Requests for Dispute Resolution filed by Landlord.....27

Cases closed in Negotiation phase.....26

Case resolved with MHLTA (RCW 59.20) compliance.....12

Park rules & Enforcement.....	5
General Maintenance.....	4
Health, Safety, Sanitation.....	2
Rental Agreements.....	1
Pets.....	2
Fees.....	1

Issue outside MHLTA jurisdiction.....2

General Maintenance.....	1
Residential Landlord Tenant.....	1

Appears no MHLTA violation & no further investigation necessary.....2

Park rules & Enforcement.....	2
Failed communication attempts.....	2

Inquiry only or Landlord will pursue remedies available in MHLTA.....10

Rental Agreements.....	4
Park rules & Enforcement.....	3
Failed communication attempts.....	2
Health, Safety, Sanitation.....	1

Screening.....	1
LL/T personality conflicts.....	1
Non-payment of rent.....	1
Abandonment.....	1
Live-in Care providers.....	1

Cases opened to Investigation phase.....0

Manufactured Housing Dispute Resolution Program Landlord & Tenant Complaints

Report ran on December 5, 2008

From December 1, 2007 to November 30, 2008

Requests for Dispute Resolution filed.....374

Cases closed in Negotiation phase.....370

Case resolved with MHLTA (RCW 59.20) compliance.....167

Rental Agreements.....	40
Park rules & Enforcement.....	36
Notice.....	30
Rent Raise.....	26
General Maintenance.....	26
Health, Safety, Sanitation.....	19
Maintaining permanent structures.....	11
Screening / Denial of MH sale or tenancy.....	11
Utilities.....	10
Fees.....	9
Repair timeline.....	8
Failed communication attempts.....	7
Live-in Care providers.....	7
Unlawful Eviction.....	7
Retaliation.....	5
Privacy Issues.....	4
LL/T personality conflicts.....	4
Pets.....	4
Road Maintenance.....	2
Deposits.....	2
Guests.....	2
Infestation.....	2
Tenant to tenant dispute.....	1
Discrimination.....	1
Restriction/choice of goods.....	1

Issue outside MHLTA jurisdiction.....67

Closing Community.....	12
Residential Landlord Tenant.....	12
Rent Raise.....	7
Fees.....	9
Health, Safety, Sanitation.....	4
Notice.....	5
Rental Agreements.....	4
Tenant to tenant dispute.....	4

Trees.....3
 General Maintenance.....3
 Retaliation.....3
 Park rules & Enforcement.....3
 Maintaining permanent structures.....2
 Improvements by Tenant.....1
 Deposits.....1
 Failure To Deliver/Perform.....1
 RV's.....1
 Guests.....1
 Unlawful Eviction.....1
 Restriction/choice of goods.....1
 Discrimination.....1
 Towing vehicles.....1
 Warranty.....1
 Failed communication attempts.....1
 Lack of LL enforcement.....1

Appears no MHLTA violation & no further

investigation necessary.....51
 Park rules & Enforcement.....11
 General Maintenance.....8
 Rental Agreements.....7
 Utilities.....7
 Rent Raise.....7
 Screening / Denial of MH sale or tenancy.....5
 Notice.....4
 Failed communication attempts.....2
 Maintaining permanent structures.....2
 Closing Community.....2
 Pets.....2
 Health, Safety, Sanitation.....1
 Retaliation.....1
 Road Maintenance.....1
 Restriction/choice of goods.....1
 Fees.....1
 Maintenance of trees.....1
 Live-in Care providers.....1
 Guests.....1

Information requests, inquiry or

complainants disengage.....85
 Park rules & Enforcement.....15
 Rental Agreements.....13
 Screening / Denial of MH sale or tenancy.....8
 Rent Raise.....7
 Failed communication attempts.....7
 Notice.....5
 Health, Safety, Sanitation.....5
 Closing Community.....4
 Unlawful Eviction.....4
 Fees.....4
 Guests.....4
 Utilities.....3
 Maintaining permanent structures.....3
 RV's.....2

Discrimination.....	2
Road Maintenance.....	2
Retaliation.....	2
LL/T personality conflicts.....	2
Abandonment.....	2
Non-payment of rent.....	1
Restriction/choice of goods.....	1
Pets.....	1
Infestation.....	1
General Maintenance.....	1
Live-in Care providers.....	1
Privacy Issues.....	1

Cases opened to Investigation phase.....	43
Maintaining permanent structures.....	9
Park rules & Enforcement.....	6
Rental Agreements.....	6
Utilities.....	6
Rent Raise.....	5
General Maintenance.....	5
Health, Safety, Sanitation.....	4
Notice.....	4
Unlawful Eviction.....	3
Retaliation.....	3
Repair timeline.....	2
Restriction/choice of goods.....	2
Screening / Denial of MH sale or tenancy.....	2
Infestation.....	1
Failed communication attempts.....	1
Pets.....	1
Prohibition of meetings.....	1

Manufactured Housing Dispute Resolution Program Findings and Determinations

From December 1, 2007 to November 30, 2008

Total cases opened in Investigation phase.....	44
All Complainants are tenants	
Number of Complainants with cases closed.....	28
<i>Notice of Violations issued.....</i>	5
Maintain permanent structures.....	4
Protect and maintain utilities.....	1
<i>Settlement in Lieu of Notice of Violation.....</i>	11
Maintain permanent structures.....	5
Community rules.....	3
Inadequate notice.....	3
Maintenance of common areas.....	2
Protect and maintain utilities.....	2

Failure to comply with local codes.....	1
Restrict tenants' rights to purchase services.....	1
Failure to provide lease agreement.....	1
Retaliation.....	1
<i>Notice of Non-Violations issued</i>	14
No rental agreement provided.....	5
Improper notice.....	3
Retaliation.....	2
Maintain common areas clean.....	2
Comply with local codes.....	1
Prohibiting tenant meetings.....	1
Utilities - overcharge.....	1
Trees.....	1
Towing vehicles.....	1
Prevent accumulation of standing water & detrimental effects of moving water.....	1
Landlord will not enforce rules against another tenant.....	1
<i>Case Deactivation (complainant withdrew)</i>	4
Community rules.....	2
Live-in Care providers.....	1
Protect and maintain utilities.....	1
Rental agreements.....	1
Cases appealed to Office of Administrative Hearings	5
<i>Notice of Non-Violation</i>	1
Improper notice of rent raise.....	1
<i>Outcome: AGO determination upheld</i>	
<i>Notice of Violation</i>	4
Maintain permanent structures.....	3
<i>Outcome: Compliance brought through Settlement Agreements</i>	
Protect and maintain utilities.....	1
<i>Outcome: Compliance brought through Settlement Agreements</i>	

Complainants usually have more than one issue which results in multiple findings.

FILING A COMPLAINT WITH THE MANUFACTURED/MOBILE HOME DISPUTE RESOLUTION PROGRAM

STEP 1

File a Complaint

If you believe there is a violation of the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA, RCW 59.20), fill out our complaint form & submit via Internet, fax or mail. Explain specifically what the violation is, what you have done to try to fix it and what you would like to have happen. Include copies of any supporting documents, notices, letters, or photos. We will mail you a letter acknowledging our receipt of your complaint.

STEP 2

We will review your Complaint

Our team will review your complaint, looking for potential violations of the MHLTA. We may call and ask you some questions.

STEP 3

Negotiation phase

If your issue is one we have jurisdiction over, we will mail you and the other party a letter informing you that we are starting negotiations and we will ask the other party to participate. We use a technique called telephone conciliation where we call each party separately, gathering an understanding of the facts and parties' positions in an effort to create compliance or compromise. We attempt to help both parties come to an agreement that complies with the law.

Most Complaints are resolved here but some move on.

STEP 4

We will review your Complaint

If negotiation isn't working or the issues are complex, we will review your complaint again to see if the facts support the need for further investigation. We have discretion whether to formally investigate complaints.

Formal Investigation

Formal investigation phase begins when both parties receive a letter indicating that an investigation has been opened.

Administrative closure

Sometimes no agreement is reached and the information gathered does not support the need for formal investigation. If so, we will close your complaint.

STEP 5

Investigation and Determination phase

In this stage the Investigator may request additional documents, do more in-depth research, visit the site, etc. Investigations will end in one of four ways:

Settlement Agreement

You and the responding party sign an agreement that may contain remedies.

Notice of Violation

A written notice finding there is a violation of the law and requires action to remedy the situation.

Notice of Non-Violation

A written notice finding there is not a violation of the law.

Notice of Deactivation

There is not enough information for us to make a determination. This status may change if we are given more information later.

Enforcement

If 15 business days pass without a request for an appeal, we will issue fines if applicable until compliance is reached.

Appeal

You or the Respondent may appeal a written Notice of Violation or Non-Violation by writing a letter to our office asking for a hearing within 15 business days. The hearing will be in front of an Administrative Law Judge where the appealing party will present their case and we will defend our Notice.

APPENDIX C



Rob McKenna

Manufactured Housing Dispute Resolution Program

Consumer Protection Division

1-866-924-6458 | www.atg.wa.gov/MHDR.aspx

Notice to manufactured home owners:

You have special rights and responsibilities under the law.

Manufactured/Mobile Home Landlord-Tenant Act, Chapter 59.20, RCW

Owners of manufactured and mobile homes have the right to:

- Privacy
- A written one-year lease
- Have the park rules enforced equally
- Receive notice of a rent increase three months in advance of end of lease
- Receive notice of a park closure one year in advance
- Sell their home
- Attend homeowners meetings

Owners of manufactured and mobile homes must:

- Pay all rent on time
- Follow park rules
- Keep lot clean
- Dispose of garbage correctly
- Not damage facilities and keep family or guests from also doing so
- Not engage in drug-related activities

Rent increases:

There is no rent control in Washington State so a landlord may raise rent any amount they want. However they must give you 3 months notice in writing before your lease ends.

Evictions:

Homeowners can only be evicted for certain reasons under the law. For a full list of actions that gives the landlord the right to start eviction, please see RCW 59.20.080. You may find them at your local library and at www.atg.wa.gov/MHDR.aspx

Help available:

The Attorney General's Office mission is to bring compliance with the law. Homeowners and landlords both may request dispute resolution if they believe their legal rights have been violated. We will assist in resolving disputes, decide whether to investigate or not, decide whether a violation of the law has taken place, and may issue fines when appropriate. ***You can not be retaliated against for making a complaint to the Attorney General's Office.***

To request dispute resolution or for information and resources, contact the Manufactured Housing Dispute Resolution Program at:

1-866-924-6458 or 206-464-6049 or visit www.atg.wa.gov/MHDR.aspx

MHU OUTREACH PRESENTATION*Summary of Homeowner Surveys*

<u>Survey Question</u>	<u>Count</u>	<u>Narrative Responses</u>
<u>Status:</u> Homeowner Landowner Resident Manager Property Manager NA	119	
<u>Do you have Internet?</u> Yes No	51 32	
<u>Age:</u> Under 18 18 – 25 26 – 35 36 – 45 46 – 55 56 – 65 66 – 75 76+ No Response	- - 1 4 5 40 39 19 4	
<u>Income:</u> \$12,000 \$12,001 - \$20,000 \$20,001 - \$40,000 \$40,001 - \$60,000 \$60,001+ No Response	7 18 39 22 12 16	

<u>Survey Question</u>	<u>Count</u>	<u>Narrative Responses</u>
<p><u>Years in Manufactured Home Community:</u></p> <p>1 2 – 5 6 – 10 11 – 20 21+ NA</p>	<p>14 40 30 16 11 3</p>	
<p><u>Important Issue to Me:</u> (In order of importance)</p>		<ul style="list-style-type: none"> • Community is clean and well maintained: 60 • Rules are equally enforced: 55 • Rules are fair: 55 • I feel safe: 41 • Rules are followed: 39 • Regular communication between Landlord and Homeowner such as meetings or newsletters: 38 • Landlord/Homeowner is responsive: 36 • Zero tolerance for illegal activity: 34 • Lease terms of 1 year or longer: 27 • Pets are controlled: 25 • The existence of community rules: 22 • Getting along with People in my Community: 19 • Living with people of same age group: 17 • Procedure for filing complains directly with Landlord/Homeowner: 16 • Pets are allowed: 14 • Parking is available for guests: 10 • “Quiet Hours” enforced: 5 • Boats and RVs are allowed: 5 • Storage is available: 2 • Other: “Park closure”. 2 <hr/> <ul style="list-style-type: none"> • Other: “Increased notice in case of pending park sale”. • Other: Ensuring the land is not sold to developers, w/o the residents getting 1st opportunity to purchase land to avoid being homeless. • Other: “Increased notice in case of pending park sale”. • Other: “Park closure”.

<u>Survey Question</u>	<u>Count</u>	<u>Narrative Responses</u>
		<ul style="list-style-type: none"> • Other: "Possible sale of property" • Other: "No harassment" • Other: "Landlord giving tenants/residents privacy and giving written notice of reasonable notice to enter lot (72 hrs)" • Other: "Increased notice in case of pending park sale". • Other: "Park closure". • Other: Community Center
<p>When I Call the AG MHDRP I Expect: (In order of importance)</p>		<ul style="list-style-type: none"> • Knowledgeable staff: 73 • Fairness: 61 • Clear and easy to follow process: 54 • Fast response: 43 • Explanation of what I can expect: 43 • Courtesy: 25 • S/he takes neither side: 10 • Referral to another agency: 2 • S/he takes my side:
<p>To Me A Successful Dispute Resolution Program Would:</p>		<p>Help create positive landlord-tenant relationships: 82 Improve landlord-tenant communications: 73 Resolve most issues in Dispute Resolution phase: 58 Create reduced need for complaints: 42 Reduce the number of evictions: 10 Take most cases to court: 1 Issue a lot of fines: 1 Other: "A place to live." Other: "Make some concise laws." Other: Eliminate the fear factor – Tenants to landlords Other: Put owners and landlords in their place. Make them abide by the laws. Other: Hold landlord accountable to state laws. Other: Press for new/better laws to protect tenants. Other: That complaints be thoroughly investigated</p>

MHU OUTREACH PRESENTATION

Summary of Landlord Surveys

<u>Survey Question</u>	<u>Count</u>	<u>Narrative Responses</u>
<p><u>Status:</u></p> <p>Homeowner Landowner Resident Manager Property Manager NA</p>	<p>9 13 2 4</p>	
<p><u>Do you have Internet?</u></p> <p>Yes No</p>	<p>12</p>	
<p><u>Age:</u></p> <p>Under 18 18 – 25 26 – 35 36 – 45 46 – 55 56 – 65 66 – 75 76+ No Response</p>	<p>2 7 7 4 3 1</p>	
<p><u>Income:</u></p> <p>\$12,000 \$12,001 - \$20,000 \$20,001 - \$40,000 \$40,001 - \$60,000 \$60,001+ No Response</p>	<p>3 7 2 5 6</p>	

<u>Survey Question</u>	<u>Count</u>	<u>Narrative Responses</u>
<u>Years in Manufactured Home Community:</u>		
1	2	
2 – 5	7	
6 – 10	2	
11 – 20	3	
21+	1	
NA	5	
<u>Important Issue to Me:</u> (In order of importance)		<ul style="list-style-type: none"> • Rules are fair: 26 • Rules are followed: 19 • Rules are equally enforced: 16 • Zero tolerance for illegal activity: 15 • Getting along with People in my Community: 13 • Community is clean and well maintained: 13 • Landlord/Homeowner is responsive: 12 • I feel safe: 7 • Regular communication between Landlord and Homeowner such as meetings or newsletters: 6 • The existence of community rules: 6 • Pets are controlled: 6 • Pets are allowed: 5 • “Quiet Hours” enforced: 5 • Lease terms of 1 year or longer: 3 • Living with people of same age group: 2 • Procedure for filing complains directly with Landlord/Homeowner: 2 • Parking is available for guests: 2 • Boats and RVs are allowed: 1 • Storage is available: 1

<u>Survey Question</u>	<u>Count</u>	<u>Narrative Responses</u>
<p>When I Call the AG MHDRP I Expect: (In order of importance)</p>		<ul style="list-style-type: none"> • Fairness: 21 • Knowledgeable staff: 20 • Fast response: 17 • Clear and easy to follow process: 15 • Explanation of what I can expect: 8 • Courtesy: 8 • Referral to another agency: 5 • S/he takes neither side: 4 • S/he takes my side:
<p>To Me A Successful Dispute Resolution Program Would:</p>		<ul style="list-style-type: none"> • Help create positive landlord-tenant relationships: 19 • Improve landlord-tenant communications: 11 • Create reduced need for complaints: 10 • Resolve most issues in Dispute Resolution phase: 10 <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <ul style="list-style-type: none"> • Reduce the number of evictions: 6 • Take most cases to court: • Issue a lot of fines • Other: "A place to live." </div>

APPENDIX E

LANDLORD/RESPONDENT SURVEY SUMMARY

	Strongly Agree	Agree	Disagree	Strongly Disagree	Neutral or NA	TOTAL Agree	TOTAL Disagree	TOTAL Neutral
The MHU program was easy to reach by phone, email, etc.	3 (25%)	8 (66.6%)	1 (8.3%)	0 (0%)	0 (0%)	11	1	0
The MHU staff was courteous.	4 (33.3%)	8 (66.6%)	0 (0%)	0 (0%)	0 (0%)	12	0	0
The MHU staff was knowledgeable and was able to answer my questions.	3 (25%)	7 (58.3%)	1 (8.3%)	0 (0%)	1 (8.3%)	10	1	1
The MHU process was clear and I understood what would happen next.	4 (33.3%)	7 (58.3%)	1 (8.3%)	0 (0%)	0 (0%)	11	1	0
The MHU staff clearly explained the actions taken and the outcome of my complaint in our final discussion and/or closing letter.	3 (25%)	8 (66.6%)	1 (8.3%)	0 (0%)	0 (0%)	11	1	0
The overall resolution of this issues was in compliance with my understanding of the law	3 (25%)	7 (58.3%)	1 (8.3%)	1 (8.3%)	0 (0%)	10	2	0
Because of my contact with MHU, I have a stronger understanding of the rights and responsibilities of landlords and tenants.	3 (25%)	4 (33.3%)	0 (0%)	1 (8.3%)	4 (33.3%)	7	1	4
Overall my interaction with the MHU exceeded my expectations.	3 (25%)	7 (58.3%)	0 (0%)	1 (8.3%)	1 (8.3%)	10	1	1
Overall my interaction with the MHU program has improved my communications with the tenant	2 (16.6%)	4 (33.3%)	1 (8.3%)	2 (16.6%)	3 (25%)	6	3	3
TOTAL	28 (25.9%)	60 (55.5%)	6 (5.5%)	5 (4.6%)	9 (8.3%)	88	11	9

TENANT/COMPLAINANT SURVEY SUMMARY

	Strongly Agree	Agree	Disagree	Strongly Disagree	Neutral or NA	TOTAL A	TOTAL D	TOTAL N
The MHU program was easy to reach by phone, email, etc.	11 (52.3%)	5 (23.8%)	2 (9.5%)	3 (14.2%)	0 (0%)	16	5	0
The MHU staff was courteous.	12 (57.1%)	6 (28.5%)	2 (9.5%)	1 (4.7%)	0 (0%)	18	3	0
The MHU staff was knowledgeable and was able to answer my questions.	9 (42.8%)	5 (23.8%)	2 (9.5%)	4 (19%)	1 (4.7%)	14	6	1
The MHU process was clear and I understood what would happen next.	7 (33.3%)	7 (33.3%)	3 (14.2%)	4 (19%)	0 (0%)	14	7	0
The program's written materials or MHU staff clearly explained the limits of MHU powers.	7 (33.3%)	9 (42.8%)	0 (0%)	3 (14.2%)	2 (9.5%)	16	3	2
The MHU staff clearly explained the actions taken and the outcome of my complaint in our final discussion and/or closing letter.	7 (33.3%)	9 (42.8%)	2 (9.5%)	2 (9.5%)	1 (4.7%)	16	4	1
I am satisfied with the overall resolution of my complaint.	5 (23.8%)	6 (28.5%)	2 (9.5%)	7 (33.3%)	1 (4.7%)	11	9	1
Overall my interaction with the MHU exceeded my expectations.	6 (28.5%)	8 (38%)	1 (4.7%)	5 (23.8%)	1 (4.7%)	14	6	1
Because of my contact with MHU, I have a stronger understanding of the rights and responsibilities of landlords and tenants.	6 (28.5%)	8 (38%)	2 (9.5%)	4 (19%)	1 (4.7%)	14	6	1
Overall my interaction with the MHU program has improved my communications with the landlord.	4 (19%)	1 (4.7%)	4 (19%)	7 (33.3%)	5 (23.8%)	5	11	5
TOTAL	74 (35.2%)	64 (30.4%)	20 (9.5%)	40 (19%)	12 (5.7%)	138	60	12

I am satisfied with the overall resolution of my complaint	Strongly Agree	Agree	Disagree	Strongly Disagree	Neutral or NA
Resolved w/ MHLTA Compliance	4	4	1	1	
Not all issued resolved with MHLTA Compliance				1	
Appears no MHLTA violation & no further investigation necessary	1			2	
No jurisdiction		2	1	3	
Info only					1



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