
SENATE BILL 5761

State of Washington

66th Legislature

2019 Regular Session

By Senators Rolfes, Hunt, and Wilson, C.

Read first time 01/31/19. Referred to Committee on Housing Stability & Affordability.

1 AN ACT Relating to creating a mobile home lot rent increase
2 mediation process; and amending RCW 59.20.090 and 59.20.250.

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

4 **Sec. 1.** RCW 59.20.090 and 2010 c 8 s 19034 are each amended to
5 read as follows:

6 (1) Unless otherwise agreed rental agreements shall be for a term
7 of one year. Any rental agreement of whatever duration shall be
8 automatically renewed for the term of the original rental agreement,
9 unless a different specified term is agreed upon.

10 (2) (a) A landlord seeking to increase the rent at any time or
11 upon expiration of the term of a rental agreement of any duration
12 shall notify the tenant and the office of the attorney general in
13 writing three months prior to the effective date of any increase in
14 rent. The notice must include the following:

15 (i) The amount of the proposed lot rent increase, including any
16 amount of the increase that is attributable to a surcharge for any
17 capital improvements of the mobile home park pursuant to (b) of this
18 subsection, the estimated cost of the capital improvements, and the
19 proposed duration of the surcharge prorated in twelve-month
20 increments sufficient to recover the estimated cost of the capital
21 improvements;

1 (ii) The effective date of the rent increase;

2 (iii) A copy of the mobile home park tenant's rights pursuant to
3 this chapter; and

4 (iv) The percentage of increase from the current base lot rent.

5 (b) If the mobile home park owner requests a lot rent increase
6 that includes a surcharge for any capital improvements which, for the
7 purposes of this section, include replacement or repair of any major
8 infrastructure systems that exceed two thousand five hundred dollars,
9 the landlord shall submit to the office of the attorney general an
10 affidavit stating the estimated costs of the improvements, the
11 expected date of completion of the improvements, and the time frame
12 required for the surcharge to provide for recovery of the cost of the
13 improvements. The lot rent surcharge must terminate when the park
14 owner has recovered the cost of the capital improvements. A lot rent
15 surcharge for capital improvements must be implemented as to minimize
16 the financial burden on the mobile home park tenants.

17 (c) If the mobile home park owner fails to notify either the
18 mobile home park tenants or the office of the attorney general of a
19 lot rent increase as required under (a) of this subsection, the
20 proposed lot rent increase is ineffective and unenforceable.

21 (3) A tenant shall notify the landlord in writing one month prior
22 to the expiration of a rental agreement of an intention not to renew.

23 (4) (a) The tenant may terminate the rental agreement upon thirty
24 days written notice whenever a change in the location of the tenant's
25 employment requires a change in his or her residence, and shall not
26 be liable for rental following such termination unless after due
27 diligence and reasonable effort the landlord is not able to rent the
28 mobile home lot at a fair rental. If the landlord is not able to rent
29 the lot, the tenant shall remain liable for the rental specified in
30 the rental agreement until the lot is rented or the original term
31 ends.

32 (b) Any tenant who is a member of the armed forces, including the
33 national guard and armed forces reserves, or that tenant's spouse or
34 dependent, may terminate a rental agreement with less than thirty
35 days notice if the tenant receives reassignment or deployment orders
36 which do not allow greater notice. The tenant shall provide notice of
37 the reassignment or deployment order to the landlord no later than
38 seven days after receipt.

1 **Sec. 2.** RCW 59.20.250 and 1984 c 58 s 12 are each amended to
2 read as follows:

3 (1) Except as provided in subsection (2) of this section, the
4 landlord and tenant may agree in writing to submit any dispute
5 arising under this chapter or under the terms, conditions, or
6 performance of the rental agreement to mediation by an independent
7 third party or to settle the dispute through industry mediation
8 procedures. The parties may agree to submit any dispute to mediation
9 before exercising their right to arbitration under RCW 59.20.260.

10 (2)(a) If the percentage of a proposed mobile home lot rent
11 increase under RCW 59.20.090 is more than one percentage point above
12 the United States consumer price index for all urban consumers,
13 housing component, published by the United States bureau of labor
14 statistics in the periodical "Monthly Labor Review and Handbook of
15 Labor Statistics" as established annually by the department of
16 commerce and if, within fifteen business days after receipt by the
17 office of the attorney general of the notice required under RCW
18 59.20.090(2), a majority of the affected tenants file with the office
19 of the attorney general and the mobile home park owner a written
20 petition that includes the name of the person who will act as the
21 representative of the tenants, and a statement that they dispute the
22 proposed lot rent increase, the office of the attorney general shall
23 send a list of qualified professional mediators compiled by the
24 office of the attorney general in cooperation with mobile home park
25 owners and tenants to the mobile home park owner and to the tenants'
26 representative. Within five business days of receipt of the list of
27 mediators, the mobile home park owner and the tenants' representative
28 shall agree on a mediator from the list and notify the office of the
29 attorney general of the name, address, and telephone number of the
30 mediator selected, accompanied by the mediator's agreement to conduct
31 the mediation. If the office of the attorney general has not been
32 notified of a mediator as required under this subsection, the office
33 of the attorney general shall appoint a mediator from the list. The
34 mediator may not have any interest, direct or indirect, in the mobile
35 home park at issue and shall disclose to the mobile home park owner,
36 the tenants, and the office of the attorney general, any experience
37 as a mobile home park owner, resident, or tenant, or any other
38 circumstance that may create a real or perceived conflict of
39 interest. The office of the attorney general shall pay the reasonable

1 fees for professional mediation services based on a schedule
2 established by rule by the office of the attorney general.

3 (b) The mediator appointed under (a) of this subsection shall
4 conduct one or more mediation sessions within the period that ends
5 ten days before the effective date of the proposed lot rent increase.
6 The mediation must include the mobile home park owner and the
7 tenants, or their respective representatives, and must attempt to
8 resolve the dispute. No later than five days before the initial
9 mediation session, the mobile home park owner shall provide to the
10 mediator and the tenants' representative all documents and
11 information that the mobile home park owner considers relevant to
12 support the proposed lot rent increase. The mobile home park owner
13 has the burden of providing information to show that the proposed lot
14 rent increase is reasonable. The mediator may also request any
15 additional documents or information for the purposes of the mediation
16 process. Any resolution of the dispute must include an agreement
17 regarding the amount of lot rent increase and the effective date of
18 such increase. If the dispute is resolved, the mobile home park owner
19 is not required to provide any additional notice for the lot rent
20 increase to take effect pursuant to the resolution.

21 (c) The mediator shall issue to the parties and the office of the
22 attorney general a report signed by the mediator and the parties
23 regarding the outcome of the mediation. The report must not be
24 admitted into evidence, and the mediator shall not be competent to
25 testify in any subsequent action regarding the proposed lot rent
26 increase.

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