



Northwest Justice Project

**Tenant Rights Under The  
Manufactured/Mobile Home  
Landlord-Tenant Act**

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## **Introduction**

The Manufactured/Mobile Home Landlord-Tenant Act, (“MHLTA,” sometimes called the “M/MHLTA”) has governed the relationship between a landlord and a tenant who rents a mobile home space since 1977. The full text of the MHLTA is in [chapter 59.20](#) of the Revised Code of Washington (available online at <http://apps.leg.wa.gov/RCW/default.aspx?cite=59.20> ). This publication discusses a tenant's rights and duties under the MHLTA.

Two things are required for the MHLTA to apply. First, the tenant must own or be buying a type of home covered by the MHLTA and must use the home as his or her main residence. Second, the tenant must live in a “mobile home park” or “manufactured housing community.”

### **Is my home covered by the MHLTA?**

There are four types of homes that are covered by the MHLTA: (1) “manufactured homes”; (2) “mobile homes”; (3) “park model” homes; and (4) recreational vehicles (RVs) if they are the home owner’s primary residence.

A “manufactured home” is a “single-family dwelling built according to the United States Department of Housing and Urban Development manufactured home construction and safety standards act, which is a national preemptive building code. A manufactured home also: (a) Includes plumbing, heating, air conditioning, and electrical systems; (b) is built on a permanent chassis; and (c) can be transported in one or more sections with each section at least eight feet wide and forty feet long when transported, or when installed on the site is three hundred twenty square feet or greater.” ([RCW 59.20.030\(3\)](#)).

A “mobile home” is “a factory built dwelling built prior to June 15, 1976, to standards other than the United States Department of Housing and Urban Development code, and acceptable under applicable state codes in effect at the time of construction or introduction of the home into the state. Mobile homes have not been built since the introduction of the United States department of housing and urban development manufactured home construction and safety act.” ([RCW 59.20.030\(4\)](#)).

A “park model home” is a “recreational vehicle intended for permanent or semi-permanent installation and habitation.” ([RCW 59.20.030\(9\)](#)).

An RV can be covered by the MHLTA if it is used as the tenant’s primary residence. ([RCW 59.20.080\(3\)](#)).

The term “mobile home” used throughout this pamphlet refers to all four types of homes governed by the MHLTA.

#### **NOTE:**

(1) If a tenant rents both the mobile home and the mobile home space, the MHLTA does not apply to this type of a tenancy. Instead, the Residential Landlord-Tenant Act (“RLTA”), [RCW 59.18](#) (available online at <http://apps.leg.wa.gov/RCW/default.aspx?cite=59.18> ), applies. This publication does

not cover tenants who rent their mobile homes, but any legal services office should have another publication addressing these concerns.

(2) The eviction of non-park model RVs from a mobile home park is not covered by the MHLTA **if they are not attached to the lot or the tenant does not use the RV as his or her main residence**. Instead, the RLTA applies to such evictions. However, if a RV is permanently or semi-permanently attached to a mobile home lot, is the tenant's main residence, and rent is paid on a month-to-month basis, then the tenant should argue to the landlord and the eviction court that the RV is a "park model home" and so covered by the MHLTA and its protections. ([RCW 59.20.080\(3\)](#)).

### **Is the land my mobile home sits on governed by the MHLTA?**

A "mobile home park" or "manufactured housing community" is any land rented out for two or more mobile homes. This does not include property rented for seasonal purposes and not intended for year-round occupancy, such as rentals of a lakefront for summer fishing trips. ([RCW 59.20.030\(6\)](#)).

### **Advocacy Tips: Things you should do to help protect yourself**

- Keep copies of all documents, such as the rental agreement, park rules, and any notices or letters from the landlord and any letters or documents that you send to the landlord.
- Make a written note of important conversations with the landlord, include dates, the topic of conversation, names of people who were present and what exactly was said by each person.
- Follow up on important conversations with a letter to the landlord repeating what was said and/or the agreements you entered into. Keep a copy of the letter for your records.
- Mail any documents or notices to your landlord both regular mail and certified mail, return receipt requested, as proof of mailing.
- A tenant may negotiate the terms of the lease. If the landlord uses a form lease, try and negotiate with the landlord to remove sections of the lease that you don't want. To legally remove these parts, put a line through them and have all parties initial in the margin. If your landlord is unwilling to negotiate a lease or remove a particular provision, get legal advice before refusing to sign the agreement.
- If you are concerned about the landlord keeping your deposit due to damage to the space, take pictures of the space before you move in and after you move your home out.
- Never pay rent or other payments in cash, unless you hand the cash directly to the landlord or her staff and immediately get a written receipt for your payment.
- Ask for and keep receipts of all payments made to the landlord.

## **Leasing a Lot in a Manufactured/Mobile Home Park**

### **A Tenant is entitled to a Written Rental Agreement for a Term of One Year or More**

A park owner or manager (landlord) must offer a new tenant a written rental agreement for a term of one year or more. ([RCW 59.20.050](#)). It is the landlord's responsibility to make sure the tenant has signed a written rental agreement before the tenant moves into the mobile home park. If the landlord does not do this, the length of the rental agreement is automatically one year.

It is against the law for the landlord to offer only a month-to-month rental agreement. However, if the tenant signs such an agreement knowing that a year rental agreement was possible, the tenant may have given up the right to a year agreement.

A one year or longer written rental agreement is good for the tenant. The terms and conditions of the tenancy are clear, and the landlord's abilities to raise the rent, change park rules, or evict the tenant are more limited.

If the park is sold, all the rental agreements are still in effect and must be honored by the park's new owner.

### **A Tenant Can Choose to Waive the Right to a One Year Agreement**

Although a tenant has the right to a written rental agreement for a term of one year or more, the tenant may give up this right. The tenant can only give up this right in writing by signing a separate document called a "Waiver." If the tenant gives up this right in writing, a month-to-month agreement is created. In addition, a tenant can agree to a tenancy that after one year becomes a month-to-month agreement.

The landlord may NOT offer better terms for a month-to-month rental agreement to persuade a potential resident to select a shorter tenancy. ([RCW 59.20.050\(1\)](#)).

NOTE: Even if the tenant has given up the right to a one-year or longer agreement in writing, the tenant may demand a one-year tenancy on the next anniversary date of the beginning of occupancy of his space. ([RCW 59.20.050](#)). The landlord must then offer the tenant a written rental agreement for a time period of one year or more.

### **The Written Rental Agreement Must Contain:**

- Rules and regulations of the park, including guest parking rules. (See the Park Rules section).
- Signatures of both the landlord and the tenant. The landlord's name and address must be clearly written.
- The amount of rent and all other charges the tenant must pay, as well as the time when and the address where the payments are due.
- The amount of any deposit and a description of the circumstances that would allow the landlord to keep the deposit.

- A list of the utilities, services, and facilities which the tenant may use during the tenancy and an explanation of any fees to be charged to the tenant for using them.
- The forwarding address of the tenant or a person likely to know how to get in touch with the tenant.
- A description of the boundaries of the tenant's lot.
- Future of the Park: the rental agreement must include a statement that the mobile home park will remain a mobile home park for three years OR it must state that the park may be closed at any time after notifying the tenants. This statement must be in bold face type and it must be located directly above the tenant's signature on the rental agreement.

**The Written Rental Agreement May Not Contain Any Of The Following:**

- It may not allow the landlord to collect fees for short-term guest parking if the guest is following the parking rules. The landlord may charge long term extended guests a parking fee if these fees are included in the rental agreement.
- It may not allow the landlord to raise the rent during the term of the one-year rental agreement or change the date that rent is due. The landlord may make tenants pay a share of any tax or utility increase as long as the tenants' costs go down if taxes and utilities go down. (See section on Rent Increases and Responsibility for Utilities).
- It may not allow the landlord to charge the tenant for guests remaining on the premises less than 15 days in any 60-day period. The owner may charge a fee when guests remain longer than this period.
- It may not allow the landlord to tow or impound a guest or tenant's vehicle without notice. The landlord can only tow a vehicle if the landlord first gives notice to the vehicle owner or the tenant whose guest owns the vehicle.
- It may not allow the landlord to require that the tenant give up his homestead rights or any other rights provided by the MHLTA. (See Homestead Rights, below).
- It may not allow the landlord to charge an entrance or exit fee. Entrance and exit fees include any charges to move in, move out, or transfer the lease.
- It may not include any provisions that result in the tenant waiving their rights under the statute.

See [RCW 59.20.060](#) for the law regarding requirements for the written rental agreement.

## Deposits

The landlord can make a tenant pay a deposit only if there is a written rental agreement. ([RCW 59.20.160](#)). If there is only an oral agreement, then the landlord may not charge the tenant a deposit. If the landlord collects a deposit, the rental agreement must state if and why the landlord can ever keep the deposit.

The landlord must provide a written receipt for the deposit as well as the name and address of the trust account. All refundable deposits must be placed in a trust account in a bank or with an escrow agent. ([RCW 59.20.170\(1\)](#)).

If the deposit is an amount of money greater than two (2) months rent, the landlord must place the excess money into an interest bearing account in the tenant's name. The tenant is entitled to collect the interest that is earned on this account, minus administrative fees, once every year. ([RCW 59.20.170\(2\)](#)).

The landlord must refund the whole deposit within 14 days of the end of the tenancy or give the tenant specific reasons in writing for keeping any part of the deposit. The landlord may not keep the deposit for wear and tear resulting from normal use of the mobile home lot. The refund or written explanation must be personally delivered to the tenant or mailed to the tenant's last known address. If the landlord fails to do this, then the landlord must pay the tenant the full amount of the deposit. ([RCW 59.20.180](#)).

If the landlord wrongfully withholds any part of the deposit, the tenant may sue the landlord in Small Claims Court to get the deposit back. A lawsuit in Small Claims Court can be brought cheaply and without a lawyer. Northwest Justice Project (NJP) has publications explaining how to get your deposit back and how to use [Small Claims Court](#). (On the Internet, go to <http://www.washingtonlawhelp.org> click on "Consumer," then click on "Small Claims Court," You can also call the CLEAR hotline at 1-888-201-1014 to request this publication.)

## Park Rules

The park rules are considered part of the written rental agreement. ([RCW 59.20.060](#).) Park rules are renewed automatically with the written rental agreement. However, if the agreement allows the landlord to change the rules more often than once a year, the landlord may be able to change the park rules, even in the middle of a rental term.

### **A Landlord May Enforce a Park Rule against a Tenant Only If:**

- The purpose of the rule is to promote the health, safety, or well being of the residents, to protect the premises from harm or damage or to insure that all tenants get to use the services and facilities;
- The rule is a reasonable way to achieve its purpose;
- The rule does not allow the landlord to avoid obeying the law or by the rental agreement;

- The rule applies to all tenants in a fair manner; and,
- The rule does not discriminate or retaliate against tenants. ([RCW 59.20.045](#)).

The landlord can change the park rules regarding pets, children living with tenants or recreational facilities only after giving at least six (6) months' written notice. A landlord does not have to give six months written notice of other types of rule changes.

Any rules applying to tenants with children must comply with federal and state laws that prohibit discrimination against families with children. If a tenant believes the park rules discriminate against families with children, he or she can call the Department of Housing and Urban Development (“HUD”) or the Human Rights Commission at the numbers on the last page of this publication.

A landlord who agreed to pay for utilities when the tenant moved into the park may be able to force the tenant to begin paying for those utilities at the end of a rental period or lease term. See the section titled “Rent Increases and Responsibility for Utilities” later in this pamphlet for more information about this.

## **Renewal of the Rental Agreement**

Written rental agreements, including the original park rules, are renewed automatically for the same length of time as the original agreement. Year to year agreements automatically renew for another year on the anniversary date of the beginning of the tenant's occupancy. Month to month agreements automatically renew each month.

If the tenant gives written notice to the landlord one month before the ending date of the rental agreement saying that he plans not to renew, then the agreement will not be renewed. ([RCW 59.20.090](#)).

## **Rent Increases and Responsibility for Utilities**

The landlord must give at least three (3) months notice before raising the rent. If the rental term is one year, the landlord can only raise the rent at the end of the term. ([RCW 59.20.090\(2\)](#)). If the rental term is month-to-month, the landlord may raise a rent at the end of any month, but the landlord must still give 3 months written notice to the tenant.

The landlord may raise the rent whenever taxes or utilities go up, if the written rental agreement also requires the landlord to lower the rent when the taxes or utilities go down.

A landlord who agreed to pay for some or all of the utilities at the time the tenant moved into the park may be able to force the tenant to start paying for any or all of the utilities at the end of a lease term. This means that a tenant should read any new rental agreement offered by the landlord very carefully. The new agreement may change the responsibility to pay for water, sewer, garbage or another utility from the landlord to the tenant. A tenant can try and negotiate the new rental agreement with the landlord in order to avoid these new utility charges. However, if the landlord wants to, she can force the tenant to pay for utilities even if the tenant doesn't want to or doesn't agree to pay. If the tenant fails or refuses to pay the new utility charges, the landlord may have grounds to evict the tenant from the park. Therefore, a tenant should seek legal advice before refusing to pay for utilities after the landlord requests that the tenant begins paying for them.

## **Tenant Responsibilities**

### **The Tenant *Must*:**

- Pay the rent.
- Comply with the written rental agreement (including the Park Rules) and all laws, including local and state health and sanitation laws listed in the Washington Administrative Code. The local city or county health officer must enforce these rules and may fine a violating tenant or landlord. (See landlord's duties, below).
- Maintain the mobile home lot and dispose of garbage in a sanitary manner.
- Get rid of cockroaches and other insects or animals that are present on the tenant's lot because of the tenant.

### **The Tenant *Must Not*:**

- Destroy, damage, or remove park property or any facilities or equipment provided by the landlord;
- Use the property in a way that annoys, disturbs, or endangers the health of other property users; or,
- Engage in drug-related activities. ([RCW 59.20.140](#)).
- If a tenant violates one of these obligations or prohibitions, the landlord may be able to evict the tenant from the park. See [RCW 59.20.140](#) for the law regarding tenant duties.

## **Landlord Responsibilities**

### **The Landlord *Must*:**

- Maintain the common areas used by all tenants to keep the common areas safe from fire and other dangers and free of plant growth that is harmful to the health of tenants.
- Get rid of cockroaches and other insects and animals that endanger the health and safety of tenants when the insects, etc. live on the mobile park areas used by all the tenants or move to the mobile homes because of infestation of these premises.
- Comply with all laws relating to the mobile home park, including local and state health and sanitation laws. (See tenant responsibilities, above).
- Prevent damage from standing or moving water.
- Maintain all utilities provided to the mobile home up to the point of hookup;
- Maintain the roads within the park.
- Notify each tenant within 5 days after a petition has been filed by the landlord for a change in the zoning of the land where the park is located. The landlord also must make a description of the change available to the tenant.
- Respect the privacy of tenants. A landlord must try and notify a tenant before coming onto the mobile home lot to inspect or for another lawful purpose. The landlord may not enter a mobile home itself without prior written consent from the tenant unless there is an emergency or unless the tenant has abandoned the mobile home. The tenant may revoke his consent in writing at any time.

### **The Landlord *Must Not*:**

- Restrict tenants' freedom to buy goods and services (such as cable TV access) or unreasonably restrict access to the mobile home park for such purposes.
- Deny a tenant the right to sell the tenant's mobile home in the park; (See section, Selling the Mobile Home below).

- Require a tenant to remove the mobile home from the park if it is sold.
- Prohibit tenant meetings to discuss mobile home living and affairs, if such meetings are held at reasonable times and in an orderly manner.
- Penalize any tenant for participation in tenant activities.
- Charge any tenant a utility fee higher than the actual cost.
- Intentionally end or interrupt a tenant's utility services unless it is necessary to make repairs.
- Remove or exclude a tenant from the mobile home lot without following the Mobile Home Landlord/Tenant Act or without a court order.
- Prevent the entry into the park or require the removal of a mobile home from the park for the sole reason that the mobile home has reached a certain age. However, the landlord may be able to exclude a home because of other reasons, including “fire and safety concerns.” (RCW 59.20.070(8)). It is not clear what exactly might be legitimate “fire and safety concerns.”
- Deny a tenant the right to share the home with an adult caregiver if the tenant's doctor requires that in-home care. The park owner may not collect guest fees or charge additional rent for the caregiver.
- Transfer responsibility for the upkeep and repair of permanent buildings within the mobile home park such as the clubhouse, carports, or storage sheds to the tenants of the park. If the rental agreement contains any provision that makes upkeep and repair of these permanent structures the responsibility of the tenants, the landlord cannot enforce that section of the agreement.
- Come onto the tenant’s lot at unreasonable times or in a way that interferes with the tenant’s right to quiet enjoyment of the property. Before coming onto a mobile home lot, the landlord must make reasonable attempts to notify the tenant of the entry. ([RCW 59.20.130\(7\)](#)).

See [RCW 59.20.130](#) for the law regarding landlord duties.

**Recent changes to the law include a provision whereby a tenant can file a complaint with the Attorney General’s office if the landlord has violated the MHLTA. The AG will investigate complaints, attempt mediation between the parties, set a time frame for the violator to come into compliance and set fines of up to \$250/day for continuing violations.**

**The AG’s telephone number is: 1-800-692-5082**

### **Tenant's Remedies for Landlord's Failure to Repair**

As stated above, the landlord has the responsibility to maintain the common areas used by all tenants; get rid of pests in common areas; comply with all local and state health, safety and/or sanitation laws; prevent damage from standing or moving water; maintain

all utilities provided to the mobile home up to the point of hookup; and maintain the roads within the park.

Even though the Landlord has the legal duty to maintain and repair the roads and common areas used by all tenants, a landlord may not be legally obligated to repair a problem if the tenant, the tenant's family, or the tenant's guest created it.

When the landlord does not maintain the property as required, the tenant can do several things, which are explained in the following sections.

### **Tenant's Repair and Maintenance Rights**

**NOTE:** In order to exercise repair and maintenance rights under the MHLTA, the tenant must be current in the payment of rent and all utilities that the tenant has agreed to pay in the rental agreement. ([RCW 59.20.240](#)).

To force a landlord to fix a problem that the landlord is responsible for, the tenant should take the following actions:

- Deliver a written notice or letter regarding the problem to the landlord, even if the landlord already knows about the needed repair. The notice or letter must state the property involved, the name of the owner, and the nature of the repair needed. ([RCW 59.20.200](#)).
- The notice or letter must be personally delivered to the landlord, mailed to the address stated in the rental agreement, or taped, pinned or otherwise posted at the landlord's residence and mailed. ([RCW 59.20.150\(2\)](#)). (The landlord also must use these procedures to give notices to the tenant. Be sure to keep a copy of all notices, both to and from the landlord.)
- After the landlord receives the notice, the landlord must begin to repair the problem:
  - a. within 24 hours if the problem is life-threatening;
  - b. within 48 hours if the problem is a lack of water or heat;
  - c. within 7 days in the case of keeping the common areas safe; and
  - d. within 30 days in all other cases.

If the landlord cannot repair within these time periods because of circumstances beyond the landlord's control, the repairs must be completed with all reasonable speed.

If the landlord does not respond as required, the tenant may either:

- file a lawsuit, arbitrate, or mediate.
- move out.
- repair and deduct.

There is an official complaint process you may use if you believe your landlord fails to deal with maintenance or repair issues in the time frames listed above. To file a complaint, call the Office of Mobile/Manufactured Housing at 1-800-964-0852.

## **Lawsuits or Arbitration**

The tenant may prefer to remain on the mobile home lot and force the landlord to do the repairs through a third party. In litigation or arbitration, the judge or arbitrator may decide several things including: 1) whether the problem has lessened the value of the mobile home lot; 2) whether the tenant's rent should be lowered because of the problem; and/or 3) whether the tenant should get a rent refund and more. You can find out more about filing a lawsuit by visiting or calling your county courthouse or looking at the court's web site on the Internet. A directory of county court web sites is available at: [http://www.courts.wa.gov/appellate\\_trial\\_courts/?fa=atc.crtPage&crtType=Super](http://www.courts.wa.gov/appellate_trial_courts/?fa=atc.crtPage&crtType=Super)

## **Mediation**

Mediation is a process of resolving problems through a neutral third party, called a mediator. The landlord and tenant may agree to mediate before exercising their right to arbitration. ([RCW 59.20.250](#)). At a mediation conference, the mediator will help the landlord and tenant understand the issues involved and agree on a solution to their problems. If they agree, then the mediator will help them write and sign a legally binding contract. The mediation process is usually faster and less expensive than a trial. See the Northwest Justice Project publication titled [Mediation](#), available on the Internet at <http://www.lawhelp.org/documents/1403313226EN.pdf?stateabbrev=WA/>

A county Dispute Resolution Center can suggest impartial mediators.

## **Move Out**

A judge or arbitrator can end the tenancy if the repair or maintenance problems are so bad that the landlord cannot fix them within the time period of [RCW 59.20.200](#) (above). In some circumstances, the tenant may give written notice and move out immediately. Be sure to consult a lawyer to ensure that all the required procedures are followed before simply moving out. (If you are low-income, call CLEAR at 1888-201-1014 for free legal advice regarding moving out.)

## **Repair and Deduct**

This is a risky and complicated step. It may be done only when the tenant has paid rent and utilities in full. Repair and Deduct allows the tenant to obtain bids for the repair, to then have the work done, and to subtract the repair costs from the rent. ([RCW 59.20.210\(2\)](#)). Costs for work done on a mobile home itself cannot be deducted.

Repair and deduct can be used only if the detailed steps for giving notice to the landlord (see above) are closely followed. In addition to the notice letter, the tenant must also give the landlord at least two (2) estimates of the cost of the repairs. A tenant may not deduct more than one month's rental amount in any 12-month period. Tenants may not pool their repair problems and use repair and deduct together. Except for this very limited right to repair and deduct, a tenant has no right to not pay rent. In fact, not paying rent may destroy a tenant's good case against a landlord and the tenant may be evicted for non-payment of rent. Because of the many hazards that can arise in using the repair and

deduct option, it is highly advised that you call a lawyer for help before you take any of these steps. (Please call CLEAR at 1-888-201-1014).

## **Termination of the Rental Agreement and/or Tenancy**

### **By the Tenant:**

A tenant may end the tenancy by notifying the landlord in writing one month before the end of the rental period of the intent not to renew. ([RCW 59.20.090\(3\)](#)). If the tenant does not send a written notice one month before the end of the term, the rental agreement will renew again automatically.

If the tenant changes jobs and must move, the tenant may terminate the rental agreement with 30 days' written notice. ([RCW 59.20.090\(4\)](#)). If the landlord is able to rent the lot, the tenant will not be responsible for rent following the end of the 30 days. If the landlord is unable to rent the lot at a fair rental price after a reasonable attempt to do so, the tenant owes rent until the lot is rented or the original rental term ends.

Tenants who are members of the armed forces may end a rental agreement with less than 30 days' notice if they receive reassignment orders that do not allow greater notice. It is a good idea to give a copy of the orders to the park owner.

When tenants move out of the mobile home park, they may take any items or property that they purchased and installed on the lot, except a natural lawn. Tenants must leave the lot in substantially the same condition as it was when they moved in. ([RCW 59.20.100](#)).

### **By the Landlord:**

The landlord may terminate or refuse to renew a tenancy only for reasons listed in [RCW 59.20.080](#). Usually, a landlord must "serve" the tenant with one of the written notices listed below before the landlord can try to evict the tenant. The reasons a landlord can evict and the required written notices are:

- Nonpayment of rent and other charges: 5 day written notice to pay rent and/or other charges or vacate. If the tenant fails to pay the rent and/or other charges within the 5-day period after receiving this notice, the landlord may evict the tenant. The landlord may also evict if the tenant fails to pay rent or other charges three (3) or more times in any 12-month period after service of a five day notice to pay rent or vacate. The 12-month period begins with the date of the first notice.
- Creating a Nuisance: 5 day written notice to cease a nuisance or vacate. (A "nuisance" is a use of the lot that severely disturbs the enjoyment of the park by other tenants). If the nuisance materially affects the health, safety and welfare of other park residents, the landlord may give the tenant a notice to stop. If the tenant doesn't stop immediately, the landlord may end the tenancy and require the tenant to get out of the space in 5 days. Note that the tenant must stop the nuisance immediately and not just within the 5-day period.

- Failure to Comply with Laws: 15 day written notice to comply or vacate. If a tenant continues to violate laws relating to mobile homes after receiving a 15-day notice from either the landlord or a governmental agency, the landlord may evict the tenant. The landlord is allowed to evict a tenant for “fire and safety concerns” regarding the tenant’s home. However, if your landlord is trying to evict you on this basis, you should contact an attorney or CLEAR (1-888-201-1014).
- Violation of the Rental Agreement or Park Rules: 15 day written notice to comply or vacate. A landlord may evict a tenant if the tenant substantially, repeatedly, or periodically violates provisions of the rental agreement or park rules. In order to evict the tenant, the landlord must give the tenant a written notice to comply or vacate within 15 days and explain specifically how the tenant violated the rental agreement or rule.

**If the landlord is trying to evict the tenant for violating the rental agreement or park rules, the landlord and tenant must submit the dispute to mediation.**

To begin the process, the parties must submit the dispute to mediation within five days of the notice. Furthermore, both the landlord and the tenant must participate in the mediation process for at least ten days. If the landlord fails to mediate in good faith, the tenant may use that failure in court as a defense to the eviction.

Additionally, if the landlord serves three (3) of these 15 day notices to comply or vacate within a 12-month period (beginning on the date of the first notice), then the landlord may evict the tenant on this basis alone. Presumably, the notices must have been legitimate and properly served upon the tenant.

- Engaging in Disorderly or Substantially Annoying Conduct: 15 day written notice to comply or vacate. A landlord may evict a tenant who continues to engage in disorderly or substantially annoying conduct on the park premises after the tenant receives written notice from the landlord, if such activity infringes on the rights of others to the enjoyment and use of the premises. The tenant must cease the activity immediately after receiving the notice or vacate the property within 15 days.
- Criminal Activity or Conviction: If a tenant or occupant of a mobile home commits or is convicted of a crime that threatens the health, safety, and welfare of other tenants, the landlord may attempt to evict the tenant or occupant without providing any eviction notice. The seizure of illegal drugs inside a mobile home or on a mobile home lot is evidence of a crime and may be sufficient grounds to support an eviction. If a tenant has been required by law to register as a sex offender, he or she may be evicted as well.
- Closure of Park or Change of Land Use: 12 month written notice: If the landlord intends to no longer use the mobile home park land as a mobile home park, and change the land use, then the landlord may end all of the tenancies in the park with a 12-month notice. There are very specific requirements for such notice and so any tenant receiving a notice from a park owner that says that the park will be closing should immediately contact CLEAR (1-888-201-1014) or another attorney. For more information about park closures see the section of this pamphlet titled “Park Closures and Financial Assistance to Move.”

- Misstatement on the Rental Application: If the tenant misstated an important fact on the rental application and the park owner approved the tenancy based on the false statement, then the landlord may evict the tenant. However, the landlord must act upon this misstatement within the first year of tenancy.
- Service of three five day notices to pay rent or vacate or three fifteen day notices to comply or vacate: As discussed above, a park owner may be able to evict a tenant if the park owner has served the tenant with three (3) valid five day notices to pay rent or vacate or three (3) valid fifteen day notices to comply or vacate within a 12-month period. The 12-month period starts on the day the landlord serves the first of the three notices. Presumably, the park owner must show that the three notices were properly served on the tenant and that allegations in each of the three notices were true.

NOTE: The landlord may not evict a tenant for no reason. The landlord may only evict for the reasons set forth above.

### **Service of the Notice by the Landlord**

In order to rely on one of the notices listed at [RCW 59.20.080](#) to support an eviction, a landlord must properly “serve” or deliver the eviction notice to the tenant. There are only two ways the landlord can deliver the notice: (1) hand deliver or “personally serve” the tenant with the notice; or (2) post a copy of the notice on the mobile home and mail a copy to the tenant. ([RCW 59.20.150\(1\)](#)). If the landlord does not precisely use one of these two methods of service, the eviction notice should be invalid.

NOTE: the landlord cannot properly serve the tenant by giving a copy of the notice to someone other than the tenant who is present in the mobile home. The “tenant” is the person who rents the mobile home lot and/or signs the rental agreement. ([RCW 59.20.150\(1\)](#)).

### **Unlawful Detainer/Eviction Process**

Unlawful Detainer is the name of the court process used to evict tenants. It is a very fast process. If the tenant is served with legal papers, he or she should contact a lawyer immediately. If the tenant cannot afford a lawyer, Northwest Justice Project has do-it-yourself packets for answering eviction papers. See our publication [Eviction and Your Defense](#), available online at <http://www.washingtonlawhelp.org> (click on “Housing” and then “Eviction”).

The landlord may end the rental agreement or refuse to renew it for any of the reasons given above. However, regardless of which reason the landlord uses to evict a tenant, the basic legal steps the landlord must take to remove the tenant from the property are the same.

**A landlord may not remove or keep a tenant out of the space without a court order unless the tenant does not pay the rent and by words or actions abandons the tenancy.**

To get into court to evict the tenant, the landlord must do three things: 1) give the tenant a written eviction notice; 2) allow the time stated in the eviction notice to expire; and 3) then give the tenant a Summons and Complaint. A Summons and Complaint are official documents telling the court who the parties in a dispute are and what at least one party (in this case, the landlord) believes the problem is. A tenant should contact a lawyer immediately if served with these court papers. (Call CLEAR at 1-888-201-1014.) The tenant must answer the Complaint in writing by the deadline written in the Summons, or else the landlord can win in court automatically. Read all court papers carefully and follow their instructions. Go to court and defend. As an alternative to court, the tenant may contact the landlord or the landlord's attorney and negotiate an agreement.

### **Retaliation against Tenant by Landlord**

The landlord may not evict a tenant, end a rental agreement, refuse to renew a rental agreement, increase rent or other tenant obligations, decrease services, or change the park rules in response to any of the following actions taken by the tenant in good faith:

- filing a complaint about a landlord's violation of the law;
- requesting that the landlord comply with any law;
- filing a lawsuit against the landlord; or
- participating in any homeowner's group.

[\(RCW 59.20.070\(4\)\)](#).

If the landlord ends the rental agreement, increases the tenant's obligations, or decreases services within 120 days after the tenant does any of these things, then the landlord is presumed to be retaliating against the tenant.

The tenant may use the landlord's presumed retaliation as a defense if the landlord tries to evict the tenant. If the landlord has tried to evict the tenant within 120 days of the tenant taking one of the actions listed above; the landlord must prove that there was a legitimate reason other than retaliation for trying to evict the tenant. ([RCW 50.20.075](#)).

If the landlord's action occurred more than 120 days after the tenant took one of the actions listed above, the tenant will be responsible for proving that the landlord acted in retaliation against the tenant. Proving that the landlord intended to retaliate can be very difficult without a witness or documents that support the claim of retaliation.

**NOTE:** It is important for tenants to know that the same rule applies if the tenant complains after the landlord proposes a rent increase. If the landlord announces a proposed rent increase and then within 120 days after the announcement, the tenant files a suit or makes a complaint, the law will presume that the tenant did not act in good faith.

## **Selling the Mobile Home and Transferring the Rental Agreement**

If the tenant sells or transfers ownership of the mobile home, and the new owner wants to stay in the park, the tenant also may transfer the rental agreement, including the rules of the park, to the new tenant. ([RCW 59.20.073](#)).

If the tenant intends to transfer the rental agreement to another person the following things must be done:

- The tenant must notify the landlord in writing 15 days in advance of the transfer.
- Also, the tenant must explain to the new tenant in writing the provisions of the Mobile Home Landlord Tenant Act that apply to the transfer of rental agreements.
- The tenant must inform the landlord in writing that all the rent and appropriate taxes and expenses due on the mobile home and lot have been paid.
- The new owner must apply to the landlord for the transfer.

The landlord may not unreasonably withhold consent to the transfer. Any refusal must be in writing at least 7 days before the transfer. If no written refusal is given within this time period, the landlord is presumed to have approved the transfer.

A recent change to the MHLTA allows a landlord to require that the mobile home meet “applicable fire and safety standards” as a condition on any transfer of a rental agreement. It is not clear what might be “applicable fire and safety standards”. ([RCW 59.20.073\(4\)](#)). If your landlord attempts to block a transfer or sale of your home on this basis, you should contact a lawyer or call CLEAR at 1-888-201-1014.

Although a landlord may withhold consent to the transfer, the landlord must disapprove of the purchaser on the same basis that the landlord disapproves of any new tenant.

The new tenant will have the same rights and responsibilities that the old tenant had under the written rental agreement, park rules, and the Mobile Home Landlord/Tenant Act. The landlord may not change the terms of the rental agreement at the time of transfer.

**NOTE:** Read [RCW 59.20.073](#) before you attempt to sell your home, and carefully follow the steps that it lays out. The tenant must follow these steps before selling his or her home, or else a landlord can legally disapprove of the attempted sale or transfer of the rental agreement. If you have any questions contact CLEAR or another attorney for advice.

## **Park Closures and Financial Assistance to Move**

If a landlord intends to permanently close a mobile home park, he must give each homeowner at least 12 months written notice as discussed above. In addition, the park owner must give a copy of the notice to the Office of Mobile/Manufactured Housing. The park owner must record the notice in the county auditor’s office and must post a copy of the notice at all entrances to the park. (See [RCW 59.21.030](#)). The park owner’s failure to follow any or all of these steps may render the notice invalid. If a tenant receives a notice

of this sort, the tenant should contact a lawyer immediately. (Call CLEAR at 1-888-201-1014).

After receiving a 12-month notice, the tenant may become eligible to receive money from the state to help move his or her mobile home to a new park. In order to receive this money the tenant must fill out an application with the State Office of Mobile/Manufactured Housing. To get an application, the tenant should call 1-800-964-0852. After the move, the state will reimburse the tenant for all actual moving costs up to a maximum of \$12,000 for a double-wide mobile home and \$7,500 for a single wide. The state may even be willing to make arrangements with mobile home moving companies in advance to assure that the payment for the move will be made by the state, so that mobile home owners do not have to pay the moving costs from their own money before moving.

The fund of money available to tenants to help them move is currently depleted, though money is put into the account every month. In the very near future, there may no longer be money in the fund to assist tenants with moving expenses. Therefore, it is very important that if a tenant receives a 12-month notice, he or she contacts the Office of Mobile/Manufactured Housing right away to apply for moving assistance.

### **Tenants' Efforts to Purchase Their Mobile Home Park**

Park owners are not required to give tenants an opportunity to purchase a park before the park owner can sell the park to anyone of his or her choosing.

However, if tenants find out that the owner of their park is thinking about selling the park, they may want to band together to try and purchase the park from the owner. The Office of Mobile/Manufactured Housing and other agencies or organizations may be able to assist tenants and tenant organizations with purchasing their parks by making loans or providing technical assistance. For more information, contact CLEAR, another attorney or the Office of Manufactured Housing at the telephone number or address listed on the last page of this pamphlet.

### **Other Laws That May Apply To Mobile Home Tenancies**

The MHLTA is not the only law governing a tenancy in a mobile home park. Contract, tort, and constitutional law, as well as local county and city laws, may also apply.

Federal and state laws prohibit discrimination in housing based on race, gender, religion, sexual orientation, and disability. These laws apply to mobile home parks as well as other dwellings and they contain important protections for families with children.

Tenants who feel discriminated against should contact the state Human Rights Commission.

NOTE: You may want to check with your local County or Municipal Human Rights commission office.

## **Buying a Manufactured/Mobile Home**

Mobile home manufacturers in Washington State must comply with the manufactured housing construction rules set by federal law. See our publication [Purchasing a Manufactured Home](#). (To find this publication on the Internet, go to <http://www.washingtonlawhelp.org> then click on “Housing,” then “Mobile Home Park Tenants,” then “Know Your Rights Before Purchasing a Manufactured Home.”) For more information on these rules, contact the Department of Housing and Urban Development (HUD) at 1-800-927-2891. If the mobile home has problems, a buyer may be able to take legal steps against the seller, including getting out of the sale and returning the home.

If you want to buy an older mobile home, you may consider getting a fire and safety inspection before buying it. Contact the local building department for more information.

The Department of Labor & Industries enforces manufactured housing safety and construction rules in this state. To report a violation of these laws, a buyer may contact the Department at the number on the last page of this publication.

## **Homestead Rights**

Homestead rights protect a mobile home owner from having a person to whom he or she owes money sell the mobile home to collect on the debts. If the owner uses the mobile home as a permanent residence, then the value of the mobile home or the first \$40,000 in value, whichever is less, cannot be touched by creditors.

Homestead Rights do not protect a mobile home owner from debts owed as a result of work upon the mobile home or for materials used to make improvements or repairs on the mobile home. Homestead rights will also not protect the mobile home owner from debts owed as a result of using the home as collateral for a loan.

A tenant cannot give up homestead rights in a lease. If a tenant falls behind on rent, the landlord may ask the tenant to give up the homestead rights to avoid an eviction. This is a very serious decision. Do not waive homestead rights without first talking to a lawyer. Call CLEAR at 1-888-201-1014.

## **Agencies and Other Organizations for Mobile Home Tenants**

Attorney General’s Consumer Line

1-800-692-5082

Office of the Attorney General

1-800-551-4636

Coordinated Legal Education Advice and Referral (CLEAR), 1-888-201-1014.

CLEAR is a toll-free hotline for qualified low-income people staffed by trained paralegals and lawyers who can answer legal questions and provide appropriate referrals.

Office of Manufactured Housing

Washington State Community Trade and Economic Development  
P.O. Box 42525

Olympia, WA 98504-8350  
1-800-964-0852  
<http://www.cted.wa.gov/>

Department of Labor & Industries  
PO Box 44000  
Olympia WA 98504-4000  
1-360-902-5800  
[www.lni.wa.gov/Main/ContactInfo/Default.asp](http://www.lni.wa.gov/Main/ContactInfo/Default.asp)

Mobile Home Owners of America  
3421 Kitsap Way #H  
Bremerton, WA 98337  
1-360-373-2436  
[mhoapres@donobi.net](mailto:mhoapres@donobi.net)

Mobile Home Tenants Association  
c/o Robert Case  
[bob530c@yahoo.com](mailto:bob530c@yahoo.com)

Save Our Seniors Homes (SOS Homes)  
c/o Kylin Parks  
[kylinparks@yahoo.com](mailto:kylinparks@yahoo.com)

HUD Housing and Urban Development  
1-800-927-2891

Washington State Human Rights Commission  
Fair Housing Unit  
Melbourne Tower  
1511 Third Ave., Suite 921  
Seattle, WA 98101-1626  
1-800-605-7324

The information is current as of the date of printing, 2007. Laws change, so speak with a lawyer to insure that this publication is still accurate, or call the Office of the Attorney General at the number provided above.

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This publication provides general information concerning your rights and responsibilities. It is not intended as a substitute for specific legal advice. This information is current as of the date of its printing, July 2007.

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