

My Landlord Has Not Paid Their Water Bill

Should I read this?

Yes, if you

- live in a manufactured housing community

AND

- are facing water shut-off because the park owner has not paid their water bill

This publication will help you file papers and appear for court faster and more easily.

❖ If you need legal advice, see the contact info at the end of this publication.

Do I live in a manufactured housing community?

If you own your home and rent the lot it sits on and your neighbors are in the same situation, you probably live in a manufactured housing community and are protected by the Washington Manufactured/Mobile Home Landlord Tenant Act ([RCW 59.20](#)).

How do I know if my landlord has not paid the water bill?

If you have gotten any official correspondence from the utility company threatening shut-off now or in the future, it may indicate it is because your landlord has not paid their utility bill.

How do I know if water is my landlord's responsibility?

Your lease agreement or Park Rules may state that payment of water utility is the landlord's responsibility. If you do not have a lease agreement, or your lease does not say who is responsible for the water utility, there may be an **established course of conduct** showing the water utility is your landlord's responsibility.

What is a "course of conduct" showing water is my landlord's responsibility?

Have you ever been billed by your landlord or your local utility for water usage? Has your landlord ever told you or given you written notice water utilities are your responsibility? If the answer to both questions is no, a court probably would find there is a "course of conduct" showing payment of the water utility is your landlord's responsibility.

Can the landlord force me to start paying my own utility bill?

A landlord who agreed to pay for some or all utilities when you moved into the park may be able to force you to start paying for any or all utilities at the end of a lease term.

As of July 28, 2019: Any new manufactured home lease must include a statement that, if utilities are going to be charged independent of the rent during the term of the rental agreement, the landlord must decrease the amount of rent charged proportionately. RCW 59.20.045(j).

You should read very carefully any new rental agreement the landlord offers. The new agreement may make you responsible for water, sewer, garbage, or other utilities. You can try to negotiate the new rental agreement with the landlord to avoid these new utility charges. However, if the landlord wants to, s/he can force you to pay for utilities even if you do not want to or do not agree to pay. If you refuse to or do not pay the new utility charges, the landlord may have grounds to evict you. **Get legal advice** before refusing to pay for utilities after the landlord asks you to start paying for them.

What can I do to keep my water from being shut off?

If a manufactured housing community receives water utility service through a single utility account (your landlord), the utility shall provide water services to an affected tenant on the same terms and conditions as other residential utility customers, without you having to pay delinquent amounts for services billed directly to the landlord. If a landlord does not pay for water services, any tenant who requests the services be put in his/her name may deduct from the rent all reasonable charges the tenant paid the city or town for such services. [RCW 35.21.217](#).

How do I make sure I am following the rules?

You can only deduct the utility from your rent once you have paid your utility bill to the water utility. Example: The utility says you owe \$180 for a two-month period. You must pay the utility and then deduct that amount from your next rent payment. Every time

you make a utility payment, you must give your landlord written notice and let them know of your intent to pay reduced rent.

I put my water in my name and deducted the cost from my rent. Will the landlord retaliate?

The landlord should not evict you, end or refuse to renew your rental agreement, increase rent or other tenant obligations, decrease services, or change park rules in response to any of the following you have done in good faith:

- filing a complaint about a landlord's violation of the law
- asking the landlord to follow any law
- filing a lawsuit against the landlord
- participating in any homeowner's group

[RCW 59.20.070](#).

If the landlord ends the rental agreement, increases your obligations, or decreases services within 120 days after you do any of these things, the law presumes the landlord is retaliating against you. You may use the landlord's presumed retaliation as a defense if the landlord tries to evict you. If the landlord has tried to evict you within 120 days of you doing one of the above, the landlord must prove s/he had legitimate reason other than retaliation for trying to evict you. [RCW 50.20.075](#).

If the landlord's action happened more than 120 days **after** you took the protected action, you must prove the landlord acted in

retaliation against you. This can be very hard without a witness or documents supporting your retaliation claim.

*The same rule applies if you complain after the landlord proposes a rent increase. If the landlord announces a proposed rent increase and then within 120 days after the announcement, you file a suit or make a complaint, the law presumes you did not act in good faith.

Protect yourself. Deliver to the landlord a written notice or letter regarding your intent to put your water into your own name and deduct your monthly utility cost from your rent, even if the landlord already knows about your intent to do so. The notice/letter must state

- your address
- your name,
- your intended actions

(See sample letter at the end of this publication.)

You must have the notice/letter personally delivered to the landlord, mailed to the address stated in the rental agreement, or taped, pinned, or otherwise posted at the landlord's home and mailed. Keep a copy of all notices to and from the landlord.

What if I cannot put the water utility in my name?

Contact any of the agencies below to talk to a lawyer.

What if I am confused or my landlord is threatening action if I follow this process?

Contact any of the entities listed below to talk to a lawyer.

What if I need legal help?

If you live in Cowlitz County: Northwest Justice Project, 1338 Commerce, Suite 210, Longview, WA 98632, 360-425-1537 (Monday – Friday, 9:00 a.m. – 5:00 p.m., and closed for lunch between noon – 1:00 p.m.)

Outside King County: Call the CLEAR Hotline at 1-888-201-1014 weekdays from 9:15 a.m. - 12:15 p.m.

In King County: Call 211 for information and referral to an appropriate legal services provider Monday through Friday from 8:00 am – 6:00 pm.

Persons 60 and Over may call CLEAR*Sr at 1-888-387-7111 (statewide).

Deaf, hard of hearing or speech impaired callers can call CLEAR or 211 (or toll-free 1-877-211-9274) using a relay service of their choice.

Apply online with [CLEAR*Online](https://nwjustice.org/get-legal-help) - nwjustice.org/get-legal-help

211 and CLEAR will provide a free interpreter if you need one.

**Attorney General's Manufactured Housing
Dispute Resolution (MHDR) Program**

1-866-924-6458

www.atg.wa.gov/manufactured-housing-dispute-resolution-program

Homeowners may file a complaint through the Attorney General's dispute resolution

program if they believe that there may be a violation of their rights under the MHLTA. The Attorney General's Office may negotiate with opposing parties, determine whether further investigation is needed, decide whether a violation has occurred and issue fines and other penalties when appropriate in order to bring compliance with the law.

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 July 2019.

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TO:

By Certified Mail RRR

Print Name

Street Address

City, State & Zip

RE: water utility

Dear Sir/Madam:

I write to request that you pay your delinquent account with

_____ (name of utility) by
_____ (date). I received a notice from the water utility and am
concerned my water utility will be shut off.

If you refuse to pay the water bill, I will contact the water utility on
_____ (date) and ask them to put my portion of the bill in my
name. It will then be my intent to monthly or bi-monthly pay what I owe and deduct that
amount of rent from my monthly rental.

Thank you for your cooperation. I trust we will be able to work this out. Every month
when I pay you rent, I pay for my water utility. It is only fair you pay the bill so I do not
face water shut-off.

Dated: _____

Sincerely,

Print Name

Street Address

City, State & Zip