Tenant Rights under the Manufactured/Mobile Home Landlord-Tenant Act

Northwest Justice Project
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Part 1. Introduction

The Manufactured/Mobile Home Landlord-Tenant Act ("MHLTA," sometimes "M/MHLTA") governs the relationship between a landlord and a tenant who rents a mobile home space in Washington State. You can read the whole thing in chapter 59.20 of the Revised Code of Washington (RCW). This publication explains a tenant’s rights and duties under the MHLTA.

For the MHLTA to apply, both of these must be true:

- The tenant must own or be buying a type of home the MHLTA covers and use it as their main home.
- The tenant must live in a “mobile home park” or “manufactured housing community.”

A. Does the MHLTA cover my home?

It covers three types of homes:

1. manufactured homes
2. mobile homes
3. “park model” homes

A manufactured home is a single-family dwelling built according to the U.S. Department of Housing and Urban Development (HUD)’s Manufactured Home Construction and Safety Standards Act. It also:

- Includes plumbing, heating, air conditioning, and electrical systems;
- Is built on a permanent chassis;
- 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-site is three hundred twenty square feet or more. RCW 59.20.030(7).

A mobile home is a factory-built dwelling built before June 15, 1976, to standards other than the HUD code, and acceptable under state codes in effect at the time it was built or introduced into the state. RCW 59.20.030(9).

A park model home is a “recreational vehicle [RV] intended for permanent or semi-permanent installation and habitation.” RCW 59.20.030(15). The MHLTA covers an RV if
you use it as your primary home. RCW 59.20.080(3); See also Allen and WA State Attorney General’s Office v. Dan and Bill’s RV Park.

“Mobile home” in this publication refers to all three types of homes.

B. What if I am renting both the mobile home and space?

The MHLTA does not cover your tenancy. The Residential Landlord-Tenant Act (“RLTA”), RCW 59.18, applies. This publication does not cover your situation. Visit WashingtonLawHelp.org and click on housing for other publications about your situation.

C. Does the MHLTA always cover my RV tenancy in a mobile home park?

No. The RLTA, not the MHLTA, covers the eviction of a non-park model RV from a mobile home park if

- it is not attached to the lot

OR

- the RV is not your main home

If your RV is permanently or semi-permanently attached to a mobile home lot, is your main home, and you pay rent month-to-month, you should argue to the landlord and eviction court that the RV is a “park model home,” and the MHLTA’s protections apply to you. RCW 59.20.080(3); Allen and WA State Attorney General’s Office v. Dan and Bill’s RV Park

D. Does the MHLTA cover the land my mobile home sits on?

It depends. 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(11).

Part 2. Protecting yourself

- Keep copies of all documents, such as the rental agreement, park rules, any notices or letters from the landlord, and any letters/documents you send the landlord.

- Make written note of important conversations with the landlord. Note dates, topic, who was there, and what exactly each person said.
• Follow up on important conversations: Send the landlord a letter repeating what was said and/or any agreements made. Keep a copy of the letter for your records.

• Send your landlord any documents or notices by both regular and certified mail, return receipt requested, for proof of mailing.

• You may negotiate the lease terms. If the landlord uses a form lease, try to negotiate to remove any sections you do not want. To legally remove them, put a line through them and have all parties initial in the margin. If your landlord will not negotiate a lease or remove a particular section, 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 moving in and after moving your home out.

• Never pay rent or other payments in cash, unless you hand it directly to the landlord or her staff and immediately get a written receipt.

• Ask for and keep receipts of all payments to the landlord.

Part 3. Leasing a Lot in a Manufactured/Mobile Home Park

A. You are entitled to a Written Rental Agreement for a Term of One Year or More

A park owner or manager (landlord) must offer you a written rental agreement (lease) for a term of one year or more. RCW 59.20.050. The landlord must make sure you have signed a written rental agreement before you move into the mobile home park. If the landlord does not do this, the length of your rental agreement is automatically one year.

- It is against the law for the landlord to offer only a month-to-month rental agreement. But if you sign such an agreement knowing a one-year agreement was possible, you may have given up the right to a one-year agreement.

A one year or longer written rental agreement is good for you. The terms and conditions are clear. It limits the landlord’s ability to raise the rent, change park rules, or evict you.

- If the landlord sells the park, the park’s new owner must still honor all rental agreements.
B. You Can Waive the Right to a One-Year Agreement

But you can only do this in writing, by signing a "Waiver." This creates a month-to-month agreement. You can also agree to a tenancy that after one year becomes month-to-month.

The landlord may NOT offer you better terms for a month-to-month rental agreement to get you to choose a shorter tenancy. RCW 59.20.050(1).

Even if you have given up the right to a one-year or longer agreement in writing, you may still demand a one-year tenancy on the next anniversary date of when you started living in your space. RCW 59.20.050. The landlord must then offer you a written rental agreement for a period of one year or more.

C. The Written Rental Agreement Must Have:

- Park rules and regulations, including guest parking rules. (See the Park Rules section, below.)
- Your signature and the landlord’s.
- The landlord must clearly put his/her name and address.
- How much rent and other charges you must pay, and when and where.
- The amount of any deposit and a description of circumstances that would allow the landlord to keep the deposit.
- A list of utilities, services, and facilities you may use, and an explanation of any fees the landlord will charge you for their use. As of July 28, 2019, the MHLTA also requires the landlord to include a statement that, if the utilities will be charged independently of the rent during the term of the rental agreement, the landlord must decrease the amount of rent charged proportionately.
- Your forwarding address, or contact info for someone who will know how to get in touch with you.
- A description of the lot’s boundaries.
- Future of the Park: the rental agreement must state that the mobile home park will stay a mobile home park for three years OR it must state that the landlord may close the park at any time after notifying tenants. This statement must be in bold face type, directly above your signature on the agreement.
As of July 28, 2019, the MHLTA also requires a lease to contain a written statement containing accurate historical information regarding the past five years’ rental amount charged for the lot or space.

D. The Written Rental Agreement May NOT:

- Allow the landlord to collect fees for short-term guest parking, if the guest is following parking rules. The landlord may charge long-term guests a parking fee if the rental agreement says so.

- Allow the landlord to raise the rent during the one-year rental agreement, or change the rent due date. The landlord may make you pay a share of any tax or utility increase as long as your costs go down if taxes and utilities go down. (See section on Rent Increases and Responsibility for Utilities.)

- Allow the landlord to charge you for guests remaining on the premises fewer than fifteen days in any 60-day period. The owner may charge a fee when guests stay longer.

- Allow the landlord to tow or impound your or your guest’s vehicle without notice. The landlord can only tow a vehicle if they give you notice first.

- Allow the landlord to require you to give up your homestead rights or any other rights under the MHLTA. (See Homestead Rights, below.)

- Allow the landlord to charge an entrance or exit fee. These include any charges to move in, move out, or transfer the lease. The landlord may only charge an entrance fee if you have a continuing care contract. See RCW 70.38.025.

- Include anything that results in you waiving (giving up) your rights under the law.

RCW 59.20.060 has the legal requirements for the written rental agreement.
Part 4. Deposits

The landlord can make you pay a deposit only if there is a written rental agreement. RCW 59.20.160. If the agreement is verbal only, the landlord may not charge a deposit. If the landlord collects a deposit, the rental agreement must state if and why the landlord can keep it.

The landlord must put the deposit in a trust account in a bank or with an escrow agent. RCW 59.20.170(1). The landlord must give you a written receipt for the deposit and the name and address of the bank holding your deposit.

There are no limits to how much a landlord can charge for a deposit. But, if the deposit amount is more than two months’ rent, the landlord must place any money over the two months’ rent into an interest-bearing account in your name. You are entitled to collect the interest earned on this account, minus administrative fees, once every year. RCW 59.20.170(2).

The landlord must refund the whole deposit within fourteen days of the end of the tenancy OR give you specific reasons in writing for keeping any of it. The landlord may not keep the deposit for wear and tear from normal use of the lot. The refund or written explanation must be personally delivered to you or mailed to your last known address. A landlord who does not do this must return your full deposit. RCW 59.20.180.

You may sue a landlord who wrongfully keeps any of the deposit to get it back. You can file a lawsuit in Small Claims Court cheaply and without a lawyer. Our publications Can I Get My Security Deposit Back and Small Claims Court in Washington State have more information. You can also watch our video called Where is My Security Deposit?

Part 5. Park Rules

Park rules are part of the written rental agreement. RCW 59.20.060. They renew automatically with the written rental agreement. If the agreement allows the landlord to change the rules more often than once a year, they may be able to do so in the middle of a rental term.

A landlord may enforce a park rule against you only if the rule:

- Is supposed to promote tenants’ health, safety, or well-being, protect the premises from harm or damage, or ensure all tenants get to use the services and facilities
- Is a reasonable way to achieve its purpose
- Does not allow the landlord to get around the law or rental agreement
- Applies fairly to all tenants
- Does not discriminate or retaliate against tenants

**RCW 59.20.045.**

As of July 28, 2019, RCW 59.20.045(6) requires a landlord to give you 30 days’ written notice before changing a rule. After the 30 days, you also get a 3 month “grace period” to comply with the new rule. During the grace period, a violation of the new rule can only result in a warning, rather than a Termination Notice.

For changes in park rules about pets, children living with tenants, or recreational facilities, the landlord must give a 6 month period to comply or vacate before giving a termination notice based on the new rule.

If you believe any park rules applying to tenants with children discriminate against them, call the Washington State Human Rights Commission. (See last page of this publication for contact info.)

A landlord who agreed to pay for utilities when you moved into the park may be able to force you to start paying for utilities at the end of a rental period or lease term. The section called *Rent Increases and Responsibility for Utilities* in this publication has more information.

**Part 6. Renewal of the Rental Agreement**

*Written rental agreements*, including the original park rules, renew automatically for the same length of time as the original agreement. Year-to-year agreements automatically renew for another year on their anniversary date. *Month-to-month agreements* automatically renew every month.

If you give the landlord 1 month’s written notice that you plan not to renew, the agreement will not renew. **RCW 59.20.090.**
Part 7. Rent Increases and Responsibility for Utilities

The landlord must give at least 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 the rent at the end of any month, after giving 3 months’ written notice.

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

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 utilities at the end of a lease term. You should read very carefully any new rental agreement they offer. You can try to negotiate the new rental agreement with the landlord to avoid new utility charges. But the landlord can force you to pay for utilities even if you do not want or agree to.

As of July 28, 2019, the MHLTA requires the landlord to include a statement that, if the utilities will be charged independently of the rent during the term of the rental agreement, the landlord must decrease the amount of rent charged proportionately.

Your refusal or failure pay the new utility charges may be grounds to evict you. Get legal advice before refusing to pay for utilities after the landlord asks you to start paying for them.
Part 8. Tenant Responsibilities

A. You must:

- Pay the rent.

- Follow the written rental agreement (including Park Rules) and all laws, including local and state health and sanitation laws in the Washington Administrative Code. The local city or county health officer enforces these rules and may fine a violating tenant or landlord. (See landlord’s duties, below.)

- Keep the mobile home lot up and get rid of garbage in a sanitary way.

- Get rid of cockroaches and other pest infestations that you caused.

B. You must not:

- Destroy, damage, or remove park property or any facilities or equipment the landlord provided.

- Use the property in a way that annoys, disturbs, or endangers other tenants’/guests’ health.

- Engage in drug-related activities.

Any of these may be cause to evict you.

* See RCW 59.20.140 for the law regarding tenant duties.
Part 9. **Landlord Responsibilities**

**A. The landlord must:**

- Maintain common areas.
- Get rid of cockroaches and other pests endangering tenant’s health and safety when the pests live in common areas OR move to the mobile homes because of infestation.
- Follow all laws relating to the mobile home park, including local and state health and sanitation laws. *(See tenant responsibilities, above.)*
- Stop damage from standing or moving water.
- Maintain all utilities provided to your mobile home up to the point of hookup.
- Maintain roads in the park.
- Notify all tenants within five days after filing to change the zoning of the land the park sits on. The landlord must make a description of the change available to you.
- Respect tenants’ privacy. A landlord must try to notify you before coming onto your lot to inspect or for other lawful purpose. The landlord may only enter a mobile home itself with your written permission, unless there is an emergency or you have abandoned the mobile home. You may revoke (cancel) your permission in writing any time.

- The landlord has the legal duty to maintain and repair the roads and common areas. They may not have to repair a problem you, your family or your guest created.

**B. The landlord must not:**

- Limit your freedom to buy goods and services (such as cable TV access) or unreasonably limit access to the mobile home park for such purposes.
- Keep you from selling your mobile home in the park. *(See section, Selling the Mobile Home, below.)*
- Make you move the mobile home from the park if you sell it.
- Ban tenant meetings to discuss mobile home living and affairs, if meetings are at reasonable times and conducted in an orderly manner.
- Penalize you for taking part in tenant activities.
• Charge you a utility fee higher than the actual cost.
• Purposely end or interrupt utility services, unless needed to make repairs.
• Remove or ban you from the mobile home lot without a court order or following the law.
• Prevent a mobile home’s entry into the park or require its removal from the park because it has reached a certain age. The landlord may be able to ban a home for other reasons (for example, certain violations of local fire and safety codes)
• Deny you the right to share the home with an adult caregiver, if your doctor says you need in-home care. The park owner may not collect guest fees or charge more rent for the caregiver.
• Transfer to you the responsibility for upkeep and repair of permanent buildings within the mobile home park such as clubhouse, carports, or storage. The landlord cannot enforce any part of the rental agreement that tries to make this your responsibility.
• Come onto your lot at unreasonable times or in a way that interferes with your right to quiet enjoyment of the property. Before coming onto a mobile home lot, the landlord must try to notify you of the entry. RCW 59.20.130(7).

See RCW 59.20.130 for the law regarding landlord duties.

You can file a complaint with the Attorney General’s (AG’s) office if the landlord has violated the MHLTA. The AG will try mediation between you and the landlord. If you cannot reach agreement that way, the AG may (does not have to) formally investigate and move forward with enforcement action.

Attorney General’s Manufactured Housing Dispute Resolution Program (www.atg.wa.gov/manufactured-housing-dispute-resolution-program): 1-866-924-6458
Part 10. If the Landlord Does not make Repairs

Here are your options:

A. Repair and Maintenance Rights

- To exercise your repair and maintenance rights, you must be current in rent and any utility payments you are responsible for under the rental agreement. **RCW 59.20.240.**

To force a landlord to fix a problem they are responsible for, you must:

- Give the landlord a written notice or letter about the needed repair, even if they already know about it. The notice must state the property involved, owner’s name, and repair needed. **RCW 59.20.200.**

- Have the notice/letter personally delivered to the landlord, mailed to the address in the rental agreement, or taped, pinned or otherwise posted at the landlord’s home and mailed. **RCW 59.20.150(2).** (The landlord also must use these procedures to give you notices. Keep a copy of all notices to and from the landlord.)

A landlord who gets a notice must start to repair the problem:

a) within 24 hours, if life-threatening

b) within 48 hours, if lack of water or heat

c) within seven days, if keeping the common areas safe

d) within 30 days, in all other cases

If the landlord cannot repair within these periods due to circumstances beyond their control, the repairs must be finished with all reasonable speed.

If the landlord does not respond as required, you may:

- File a lawsuit, arbitrate, or mediate

- Move out

- Repair and deduct

If you believe your landlord did not deal with maintenance or repair issues in the proper time frame, you may file a complaint with **The Office of the Attorney General’s**
**B. Lawsuits or Arbitration**

You may want to stay on the mobile home lot and force the landlord to make repairs through a third party. A judge/arbitrator may decide if:

- the problem has lessened the mobile home lot’s value
- your rent should be lower because of it
- you should get a rent refund

Find out more about filing a lawsuit: Visit or call your county courthouse, or look at the court’s website. A directory of county court web sites is available at: www.courts.wa.gov/appellate_trial_courts/?fa=atc.crtPage&crtType=Super.

**C. Mediation**

Mediation is a way to resolve issues through a neutral third party, called a mediator. You and the landlord may agree to mediate before you go to arbitration. **RCW 59.20.250.**

At mediation, the mediator will help you understand the issues involved and agree to a solution. If you reach agreement, the mediator will help write and sign a legally binding contract.

Mediation is usually faster and cheaper than trial. Our publication called **Mediation** has more information.

- A county Dispute Resolution Center can suggest mediators.

**D. Move Out**

If the repair/maintenance problems are so bad that the landlord cannot fix them within the given time, a judge or arbitrator can end your tenancy. **RCW 59.20.230.** You may be able to give written notice and move out immediately.

**Before simply moving out, try to get legal help.** You must follow all required procedures. (If you are low-income, call CLEAR at 1-888-201-1014 or call 211 if you live in King County.)
E. Repair and Deduct

This is risky and complicated. You may take it only when you have paid rent and utilities in full. Repair and Deduct allows you to

- get bids for the repair
- have the work done
- subtract the repair costs from the rent

**RCW 59.20.210(2).**

- You cannot deduct costs for work done on the mobile home itself.

You can only use repair and deduct if:

- You properly give the landlord notice. (See above.)
- You give the landlord at least two estimates of the repair costs.
- You do not deduct more than one month's rental amount in any twelve-month period.
- You and the other tenants do not pool your repair problems and use repair and deduct together.

Except for this very limited right to repair and deduct, you have no right to not pay rent. In fact, it may destroy your good case against a landlord. You may be evicted for non-payment of rent. **Try to get legal help before trying repair and deduct.** (If you are low-income, call CLEAR at 1-888-201-1014 or call 211 if you live in King County.)

Part 11. Ending the Rental Agreement and/or Tenancy

A. By you:

You may end the tenancy by giving the landlord written notice 1 month before the end of the rental period that you will not renew. **RCW 59.20.090(3).** If you do not do this, the rental agreement will renew automatically.

If you change jobs and must move, you may end the rental agreement with 30 days' written notice. **RCW 59.20.090(4).** If the landlord can re-rent the lot, you will not owe the rent after the end of the 30 days. If the landlord cannot rent the lot at a fair rental price after reasonable efforts to do so, you owe rent until the landlord re-rents the lot or your original rental term ends.
If you are an active service member in the armed forces, national guard or reserves and you get permanent change of station or deployment orders that do not allow for 30 days' notice, you may end a rental agreement with less notice. Give the park owner a copy of the orders.

When you move out of the mobile home park, you may take anything you bought and installed on the lot, except a natural lawn. You must leave the lot in largely the same condition it was in when you moved in. RCW 59.20.100.

B. By the landlord:

The landlord may end or refuse to renew a tenancy only for reasons listed in RCW 59.20.080. Usually, a landlord must “serve” you with one of the written notices listed below before trying to evict you. The reasons a landlord can evict and the required notices are:

- **Nonpayment of rent and other charges:** As of July 28, 2019, park landlords must give you a 14 Day written notice to pay rent and/or other charges or vacate. If you do not pay within the 14-day period after getting this notice, the landlord may evict you.

  They may also evict you if you do not pay rent or other regular, periodic charges three or more times in any twelve-month period after service of a 14-day notice to pay rent or vacate. The twelve-month period starts with the date of the first notice.

- **Creating a Nuisance:** Five-day written notice to cease (stop) a nuisance or vacate. A “nuisance” is a use of the lot that severely disturbs the other tenants’ enjoyment of the park. If the nuisance really affects other tenants’ health, safety and welfare, the landlord may give you a notice to stop. If you do not stop immediately, the landlord may end the tenancy and require you to move out of the space in five days. **You must stop the nuisance immediately, not just within the five-day period.**

- **Failure to Comply with Laws:** 15-day written notice to comply or vacate. If you keep violating mobile home laws after getting a fifteen-day notice from the landlord or a governmental agency, the landlord may evict you. They may also evict you for certain violations of local fire, safety or building codes regarding your home. **If your landlord is trying to evict you on these grounds, try to get legal help as soon as possible.**

- **Violation of the Rental Agreement or Park Rules:** 20-day written notice to comply or vacate. The landlord may evict you if you substantially, repeatedly, or periodically violate the rental agreement or park rules. They must first give you written notice to comply or vacate within 20 days clearly explaining how you violated the rental agreement/rule.
If the landlord is trying to evict you for violating the rental agreement or park rules, you must first go to mediation. You must submit the dispute to mediation within 5 days of the notice. You must both take part in the mediation process for at least 10 days. If the landlord does not mediate in good faith, that may be your defense to the court case.

If the landlord serves 3 of these 20-day notices within a 12-month period (starting on the date of the first notice), the landlord may evict you for this alone. Presumably, the notices must have been legitimate and properly served upon you.

- **Engaging in Disorderly or Substantially Annoying Conduct:** 15-day written notice to comply or vacate. A landlord may evict you for disorderly or substantially annoying conduct on the park premises after written notice from the landlord, if the activity infringes on other tenants’ rights to enjoyment and use of the premises. You must stop the activity immediately after getting the notice or move off the property within 15 days.

- **Criminal Activity or Conviction:** If a mobile home tenant or occupant commits or is convicted of a crime that threatens other tenants’ health, safety, and welfare, the landlord may try to evict you **without any notice**. The seizure of illegal drugs inside a mobile home or lot is evidence of a crime. It may be enough to win an eviction case. If you have to register as a sex offender, you may be evicted.

- **Closure of Park or Change of Land Use:** A landlord who plans to stop using the mobile home park land as a park and change the land use may end all tenancies in the park with a 12-month notice. There are specific requirements for such notice. **If you get a notice from a park owner saying the park is closing, try to get legal help as soon as possible.** The *Park Closures and Financial Assistance to Move* section of this publication has more information.

- **Misstatement on the Rental Application:** If you misstated an important fact on the rental application and the park owner approved your tenancy based on that statement, the landlord may evict you for this within the first year of your tenancy.

- **Service of three 14-day notices to pay rent or vacate or three 20-day notices to comply or vacate:** A park owner may be able to evict you if they have served you with 3 valid 14-day notices to pay rent or vacate or 3 valid 20-day notices to comply or vacate within a twelve-month period. The 12-month period starts on the day the landlord serves the first of the 3 notices. Presumably, the park owner must show the three notices were properly served on you and the allegations in each of the three notices were true.
The landlord may **not** evict you for no reason.

**Part 12. Service of the Notice by the Landlord**

A landlord who wants to rely on one a notice listed at [RCW 59.20.080](https:// laws.wa.gov/CodeOfWash/Title59/Title59.20/) to support an eviction must properly “serve” (deliver) the eviction notice to you by either:

1. “personally serving” (hand-delivering) the notice
2. posting a copy of the notice on the mobile home **and** mailing you a copy [RCW 59.20.150(1)](https://laws.wa.gov/CodeOfWash/Title59/Title59.20/).  

If the landlord does not precisely use one of these methods of service, the eviction notice should be invalid.

The landlord **cannot** properly serve you by giving someone else in your mobile home a copy of the notice. The “tenant” is the person who rents the mobile home lot and/or signs the rental agreement. [RCW 59.20.150(1)](https://laws.wa.gov/CodeOfWash/Title59/Title59.20/).

**Part 13. Unlawful Detainer/Eviction Process**

“Unlawful Detainer” is the court process to evict tenants. **It is a very fast process.** If you are served with legal papers, contact a lawyer immediately. If you cannot afford a lawyer, we have do-it-yourself resources for answering eviction papers. See, for example, our publication [Eviction and Your Defense](https://laws.wa.gov/CodeOfWash/Title59/Title59.20/).

The landlord may end or refuse to renew the rental agreement for any of the reasons above. No matter the landlord’s reasons, they must take the same basic legal steps.

A landlord may not remove you from or keep you out of the space without a court order **unless** you do not pay the rent **AND** by words or actions abandon the tenancy.

To get into court to evict you, the landlord must:

- give you a written eviction notice
- allow the time stated in the eviction notice to expire
- give you a Summons and Complaint

A Summons and Complaint are official documents telling the court who the parties in a case are and what the landlord believes the problem is. Try to get legal help **immediately** if served with these papers.
You **must** answer the Complaint in writing by the deadline in the Summons. Otherwise, the landlord can win in court automatically.

Read all court papers carefully. Follow their instructions. Go to court and defend. You can also contact the landlord or landlord’s lawyer and negotiate an agreement.

If you lose the eviction lawsuit, the judge will sign an order allowing the landlord to have the sheriff physically evict you.

As of July 28, 2019: If you were evicted for not paying rent or for rule violations (anything other than criminal activity), you will still have 120 days to sell your mobile home in the park, as long as you keep paying space rent while you try to sell it. RCW 59.20.080(3).

**Part 14. Retaliation by Landlord**

The landlord may not evict you, end (or refuse to renew) your rental agreement, raise rent or add tenant obligations, decrease services, or change park rules in response to any of these you have done in good faith:

- filed a complaint about a landlord’s violation of the law
- asked the landlord to follow any law
- filed a lawsuit against the landlord
- taken part in a homeowner’s group

RCW 59.20.070(4).

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. If the landlord then tries to evict you, you may use the landlord’s presumed retaliation as a defense. A landlord who is trying to evict you within 120 days of you doing one of the above must prove they have a legitimate reason for the eviction. 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 is retaliating against you. This can be very hard without a witness or documents.

- 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.
Part 15.  Selling the Mobile Home and Transferring the Rental Agreement

If you sell the mobile home or give it to someone, and the new owner wants to stay in the park, you can transfer the rental agreement, including park rules, to the new tenant. RCW 59.20.073. To do this, you must:

- Notify the landlord in writing 15 days before the transfer.
- Explain in writing to the new tenant the provisions of the MHLTA that apply to the transfer of rental agreements.
- Tell the landlord in writing that you have paid all rent and appropriate taxes and expenses due on the mobile home.

The new owner must apply to the landlord for the transfer. The landlord may not unreasonably disapprove of the transfer. Any refusal must be in writing at least 7 days before the transfer. If the landlord approves the transfer, the landlord must give the new buyer copies of the rental agreement and park rules.

The landlord can require the mobile home to meet “applicable fire and safety standards” before approving the transfer of your rental agreement. RCW 59.20.073(4). If your landlord tries to block a transfer or sale of your home for this reason, try to get legal help as soon as possible.

- The landlord must disapprove of the buyer on the same grounds that they disapprove of any new tenant.

The new tenant will have the same rights and responsibilities you had under the written rental agreement, park rules, and MHLTA. The landlord may not change the terms of the rental agreement at the time of transfer.

- Before trying to sell your home, read RCW 59.20.073. If you do not carefully follow it, the landlord can legally disapprove of the transfer of the rental agreement. If you have any questions, try to get legal help.
Part 16. Park Closures and Financial Assistance to Move

A landlord who intends to permanently close a mobile home park must:

- Give each homeowner at least 12 months’ written notice.
- Give the Office of Mobile/Manufactured Housing a copy of the notice.
- Record the notice in the county auditor’s office.
- Post a copy of the notice at all park entrances.
- Give information about how to find relocation assistance

RCW 59.21.030.

If the park owner misses a step, the notice may be invalid. If you get a closure notice, try to get legal help as soon as possible.

As of July 28, 2019, RCW 59.21.030(2) requires closure notices to follow a certain format and include information about how to get relocation assistance from the Mobile/Manufactured Home Relocation Assistance Program within the Department of Commerce.

If you get a 12-month notice, you may be eligible for financial help from the state to move your mobile home to a new park. You must apply with the State Office of Manufactured Housing by calling 1-800-964-0852. After the move, the state will reimburse you 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 might be willing to arrange with the mobile home moving company in advance to pay for the move. Then you do not have to pay from your own money before moving.

When you are reading this, there may not be money in the fund to help tenants with moving expenses. If you get a 12-month notice, contact the Office of Mobile/Manufactured Housing right away to apply for moving assistance.

Part 17. Trying to Buy Your Mobile Home Park

- The park owner does not have to give tenants a chance to buy the park before they sell the park to anyone they choose.

If you find out your park owner is thinking about selling the park, you and other tenants may want to band together to try to buy it. The Office of Manufactured Housing and other agencies or organizations sometimes can help tenants and tenant organizations buy their
parks by making loans or providing technical assistance. For more information, try to get legal help, or call the Office of Manufactured Housing. (The last page of this publication has contact info.)

**Part 18. Other Laws**

The following may also apply to your mobile home park tenancy:

- Contract law
- Tort law
- Constitutional law
- County laws
- City laws

Federal and state laws prohibiting discrimination in housing based on race, gender, religion, sexual orientation, and disability apply to mobile home parks. They have important protections for families with children.

- Tenants who feel discriminated against should contact the Washington State Human Rights Commission. You should also check with your local County or Municipal Human Rights commission office.

**Part 19. Buying a Manufactured/Mobile Home**

Mobile home manufacturers in Washington State must follow the federal law’s manufactured housing construction rules. Our publication [Your Rights: Buying a Manufactured Home](#) has more information. You can also contact the Department of Housing and Urban Development (HUD) at 1-800-927-2891. If the mobile home has problems, legal steps a buyer may take against the seller include

- getting out of the sale
- returning the home

- Get a fire and safety inspection before buying an older home. Your local Building Department has more information.
The **Department of Labor & Industries (L&I)** enforces manufactured housing safety and construction rules in this state. To report a violation of these laws, contact the Department at the number on the last page of this publication.

### Part 20. Homestead Rights

If you own your mobile home and it is your permanent residence, creditors cannot touch its value or the first $125,000 in value, whichever is less. [RCW 6.13.030](https://apps.leg.wa.gov/statutes/cws/default.aspx?cite=6.13.030). This does **not** protect you from debts owed:

- from work on the home
- for materials used to improve or repair it
- from using it as collateral for a loan

**You cannot give up homestead rights in a lease.** If you fall behind on rent, the landlord may ask you to give up your homestead rights to avoid an eviction. **Do not waive homestead rights without first talking to a lawyer.** Call CLEAR at 1-888-201-1014 or 211 within King County.

### Part 21. Agencies and Other Organizations that Can Help

#### Dispute Resolution Help

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

1-866-924-6458 [www.atg.wa.gov/manufactured-housing-dispute-resolution-program](https://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.

#### Apply for Legal Help

Outside of King County, call the Northwest Justice Project’s CLEAR hotline at 1-888-201-1014 weekdays between 9:15 am – 12:15 pm. You can also apply online: [nwjustice.org/get-legal-help](http://nwjustice.org/get-legal-help).
Within King County, call 211 weekdays between 8:00 am – 6:00 pm. 211 will identify and refer you to the appropriate legal aid provider.

Seniors (age 60 and over) can also call CLEAR*Sr at 1-888-387-7111 (statewide).

Deaf, hard of hearing or speech impaired callers can call CLEAR or 2-1-1 (or toll-free 1-877-211-9274) using the relay service of their choice.

211 and CLEAR will provide interpreters

Help with Relocation Assistance

Mobile Home Relocation Assistance - Washington State Department of Commerce
Commerce/Office of Mobile and Manufactured Home Relocation Assistance
P.O. 42525
Olympia, WA 98504
commerce.wa.gov/building-infrastructure/housing/mobile-home-relocation-assistance/

If you own your mobile or manufactured home and live in a park that's closing in Washington State, you may be eligible for relocation assistance. Mobile and manufactured home relocation assistance is provided to eligible low-income households on a on a first-come, first-served basis, with priority given to residents in parks closed due to health and safety concerns or park-owner fraud.

Help with Manufactured / Mobile Home Construction Standards

HUD Housing and Urban Development - Office of Manufactured Housing Programs
www.hud.gov/program_offices/housing/rmra/mhs/mhshome

The Manufactured Housing Program is a national HUD program established to protect the health and safety of the owners of manufactured (mobile) homes through the enforcement of the federal manufactured home construction and safety standards and administration of dispute resolution.

Department of Labor & Industries
PO Box 44000
Olympia WA 98504-4000
1-360-902-5800
Help with Discrimination

Washington State Human Rights Commission – Fair Housing Unit
www.hum.wa.gov/fair-housing
1-800-233-3247

Any individual who believes that he or she has been discriminated against based on protected class status may file a charge of discrimination with the WSHRC.

Help with other Manufactured Home Owners

Association of Manufactured Home Owners (AMHO)
www.wamho.org
AMHO is a non-profit organization whose stated purpose is to promote, represent, preserve and enhance the rights and interests of manufactured home owners in the state of Washington through communication, education, negotiation and perpetuation of our communities.