

Outstanding assessment bonds, revenue bonds, contracts with the United States or state of Washington, or any part thereof, and all outstanding local improvement district bonds, at maturity thereof, or before maturity thereof if they are subject to call for prior redemption or if all of the holders thereof consent thereto. The refunding bonds shall be issued in the manner and for the purposes set forth in chapter 39.53 RCW.

Whenever district bonds or contracts payable in whole or part from assessments have been refunded pursuant to this section, all assessments remaining unpaid shall thereafter when collected be paid into the revenue bond redemption fund established for payment of the refunding revenue bonds, and the cash balances, if any, in the reserve or guaranty funds for such refunded bonds and the proceeds received from any other assets owned by such funds shall be used in whole or in part as a reserve or guaranty fund for the refunding revenue bonds or be transferred in whole or in part to any other funds of the district as the board of directors may determine. In the event that any warrants are outstanding against the local improvement guaranty fund of the district at the time of the issuance of such refunding revenue bonds, said bonds shall be issued in an amount sufficient also to fund and pay such outstanding warrants.

NEW SECTION. Sec. 23. If any provision of this 1979 act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

NEW SECTION. Sec. 24. This act is necessary for the immediate preservation of the public peace, health, and safety, the support of the state government and its existing public institutions, and shall take effect immediately.

Passed the Senate May 2, 1979.

Passed the House May 1, 1979.

Approved by the Governor May 14, 1979.

Filed in Office of Secretary of State May 14, 1979.

## CHAPTER 186

[Substitute House Bill No. 1308]

### MOBILE HOME LANDLORD-TENANT ACT—REVISIONS, ADDITIONS

AN ACT Relating to landlords and tenants; amending section 3, chapter 279, Laws of 1977 ex. sess. and RCW 59.20.030; amending section 4, chapter 279, Laws of 1977 ex. sess. and RCW 59.20.040; amending section 5, chapter 279, Laws of 1977 ex. sess. and RCW 59.20.050; amending section 6, chapter 279, Laws of 1977 ex. sess. and RCW 59.20.060; amending section 7, chapter 279, Laws of 1977 ex. sess. and RCW 59.20.070; amending section 8, chapter 279, Laws of 1977 ex. sess. and RCW 59.20.080; amending section 9, chapter 279, Laws of 1977 ex. sess. and RCW 59.20.090; amending section 2, chapter 190, Laws of 1915 as amended by section 1, chapter 138, Laws of 1955 and RCW 19.48-.020; and adding new sections to chapter 59.20 RCW.

Be it enacted by the Legislature of the State of Washington:

Section 1. Section 3, chapter 279, Laws of 1977 ex. sess. and RCW 59-20.030 are each amended to read as follows:

For purposes of this chapter:

(1) "Landlord" means the owner of a mobile home park and includes the agents of a landlord;

(2) "Mobile home lot" means a portion of a mobile home park designated as the location of one mobile home and its accessory buildings, and intended for the exclusive use ~~((of))~~ as a primary residence by the occupants of that mobile home;

(3) "Mobile home park" means any real property which is rented or held out for rent to others for the placement of two or more mobile homes for the primary purpose of production of income, except where such real property is rented or held out for rent for seasonal recreational purpose only and is not intended for year-round occupancy;

(4) "Tenant" means any person, except a transient, who rents a mobile home lot;

(5) "Transient" means a person who rents a mobile home lot for a period of less than one month.

Sec. 2. Section 4, chapter 279, Laws of 1977 ex. sess. and RCW 59-20.040 are each amended to read as follows:

This chapter shall regulate and determine legal rights, remedies, and obligations arising from any rental agreement between a landlord and a tenant regarding a mobile home lot and including specified amenities within the mobile home park, whose uses are referred to as a part of the rent structure paid by the tenant. All such rental agreements shall be unenforceable to the extent of any conflict with any provision of this chapter. Chapter 59.12 RCW shall be applicable only in implementation of the provisions of this chapter and not as an alternative remedy to this chapter which shall be exclusive where applicable: PROVIDED, That the provision of RCW 59.12.090, 59.12.100, and 59.12.170 shall not apply to any rental agreement included under the provisions of this chapter. RCW 59.18.370 through 59.18.410 shall be applicable to any action of forcible entry or detainer or unlawful detainer arising from a tenancy under the provisions of this chapter. Rentals of mobile homes themselves are governed by the Residential Landlord-Tenant Act, chapter 59.18 RCW.

Sec. 3. Section 5, chapter 279, Laws of 1977 ex. sess. and RCW 59-20.050 are each amended to read as follows:

(1) On and after September 21, 1977, no landlord may offer a mobile home lot for rent without offering to a prospective tenant a written rental agreement for a term of one year or more. No landlord may offer to a tenant or prospective tenant any rental agreement for a term of one year or more for which the monthly rental is greater, or the terms of payment or

other material conditions more burdensome to the tenant, than any month-to-month rental agreement also offered to such tenant or prospective tenant.

A prospective tenant who desires to occupy a mobile home lot for other than a term of one year or more may have the option to be on a month-to-month basis but must waive, in writing, the right to such one year or more term. Except pursuant to such waiver, no landlord shall allow a mobile home to be moved into a mobile home park in this state until a written rental agreement has been signed by the landlord and the tenant and a copy provided for the tenant: PROVIDED, That if the landlord allows the tenant to move a mobile home into a mobile home park without obtaining a written rental agreement for a term of one year or more, or a written waiver of the right to a one-year term or more, the term of the tenancy shall be deemed to be for one year from the date of occupancy of the mobile home lot;

(2) The requirements of subsection (1) of this section shall not apply if:

(a) The mobile home park or part thereof has been acquired or is under imminent threat of condemnation for a public works project, or

(b) An employer-employee relationship exists between a landlord and tenant;

(3) The provisions of this section shall apply to any tenancy in existence prior to September 21, 1977, upon expiration of the term of any oral or written rental agreement governing such tenancy.

Sec. 4. Section 6, chapter 279, Laws of 1977 ex. sess. and RCW 59.20-.060 are each amended to read as follows:

(1) Any ((rental agreement executed between the landlord and tenant)) mobile home lot tenancy regardless of the term, shall be based upon a written rental agreement, signed by the parties, which shall contain:

(a) The terms for the payment of rent, including time and place, and any additional charges to be paid by the tenant. Additional charges that occur less frequently than monthly shall be itemized in a billing to the tenant;

(b) Reasonable rules for guest parking which shall be clearly stated;

(c) The rules and regulations of the park;

(d) The name and address of the person who is the landlord, and if such person does not reside in the state where the mobile home park is located there shall also be designated by name and address a person who resides in the county where the mobile home park is located who is authorized to act as agent for the purposes of service of notices and process. If no designation is made of a person to act as agent, then the person to whom rental payments are to be made shall be considered the agent; ((and))

(e) The terms and conditions under which any deposit or portion thereof may be withheld by the landlord upon termination of the rental agreement if any moneys are paid to the landlord by the tenant as a deposit or as security for performance of the tenant's obligations in a rental agreement;

(f) A listing of those utilities and services which will be provided at the time the rental agreement is executed and will continue to be offered for the term of tenancy and the nature of the fees, if any, to be charged; and

(g) A description of the boundaries of a mobile home lot sufficient to inform the tenant of the exact location of his lot in relation to other tenants' lots.

(2) Any rental agreement executed between the landlord and tenant shall not contain:

(a) Any provision which allows the landlord to charge a fee for guest parking unless a violation of the rules for guest parking occurs: **PROVIDED**, That a fee may be charged for guest parking which covers an extended period of time as defined in the rental agreement;

(b) Any provision which authorizes the towing or impounding of a vehicle except upon notice to the owner thereof or the tenant whose guest is the owner of said vehicle;

(c) Any provision which allows the landlord to increase the rent or alter the due date for rent payment during the term of the rental agreement: **PROVIDED**, That a rental agreement may include an escalation clause for a pro rata share of any increase in the mobile home park's real property taxes or utility assessments or charges, over the base taxes or utility assessments or charges of the year in which the rental agreement took effect, if the clause also provides for a pro rata reduction in rent or other charges in the event of a reduction in real property taxes or utility assessments or charges, below the base year;

(d) Any provision by which the tenant agrees to waive or forego rights or remedies under this chapter; ~~((or))~~

(e) Any provision allowing the landlord to charge an "entrance fee" or an "exit fee"; or

(f) Any provision which allows the landlord to charge a fee for guests: **PROVIDED**, That a landlord may establish rules charging for guests who remain on the premises for more than fifteen days in any sixty-day period.

Sec. 5. Section 7, chapter 279, Laws of 1977 ex. sess. and RCW 59.20-.070 are each amended to read as follows:

A landlord shall not:

(1) Deny any tenant the right to sell such tenant's mobile home within a park or require the removal of the mobile home from the park solely because of the sale thereof: **PROVIDED**, That:

(a) A rental agreement for a fixed term shall be assignable by the tenant to any person to whom he sells or transfers title to the mobile home, subject to the approval of the landlord after fifteen days' written notice of such intended assignment;

(b) The assignee of the rental agreement shall assume all the duties and obligations of his assignor for the remainder of the term of the rental

agreement unless, by mutual agreement, a new rental agreement is entered into with the landlord; and

(c) The landlord shall approve or disapprove of the assignment of a rental agreement on the same basis that the landlord approves or disapproves of any new tenant; ~~((or))~~

(2) Restrict the tenant's freedom of choice in purchasing goods or services but may reserve the right to approve or disapprove any exterior structural improvements on a mobile home lot: PROVIDED, That door-to-door solicitation in the mobile home park may be restricted in the rental agreement;

(3) Prohibit meetings by tenants of the mobile home park to discuss mobile home living and affairs, conducted at reasonable times and in an orderly manner on the premises, nor penalize any tenant for participation in such activities;

(4) (a) Evict a tenant, terminate a rental agreement, decline to renew a rental agreement, increase rental or other tenant obligations, decrease services, or modify park rules in retaliation for any of the following actions on the part of a tenant taken in good faith:

(i) Filing a complaint with any state, county, or municipal governmental authority relating to any alleged violation by the landlord of an applicable statute, regulation, or ordinance;

(ii) Requesting the landlord to comply with the provision of this chapter or other applicable statute, regulation, or ordinance of the state, county, or municipality;

(iii) Filing suit against the landlord for any reason;

(iv) Participation or membership in any homeowners association or group;

(b) In determining whether an action by a landlord is retaliatory, the presumptions set forth in RCW 59.18.250 shall apply; or

(5) Charge to any tenant a utility fee in excess of actual utility costs.

Sec. 6. Section 8, chapter 279, Laws of 1977 ex. sess. and RCW 59.20-.080 are each amended to read as follows:

~~((Tenancy during the term of a rental agreement may be terminated by the landlord only))~~ (1) Except as provided in subsection (2) of this section, the landlord shall not terminate a tenancy, of whatever duration, except for one or more of the following reasons:

~~((+))~~ (a) Substantial or repeated violation of the rules of the mobile home park as established by the landlord at the inception of the tenancy or as assumed subsequently with the consent of the tenant or for violation of the tenant's duties as provided in section 9 of this act as now or hereafter amended. The tenant shall be given written notice of a fifteen day period in which to comply or vacate: PROVIDED, That in the case of a violation of a "material change" in park rules with respect to pets, tenants with minor children living with them, or recreational facilities, the tenant shall be given

written notice of a six month period in which to comply or vacate. In the case of periodic rather than continuous violation, said notice shall specify that the same violation repeated shall result in termination;

~~((2))~~ (b) Nonpayment of rent or other charges specified in the rental agreement, upon five days written notice to pay rent and/or other charges or to vacate;

~~((3))~~ (c) Conviction of the tenant of a crime, commission of which threatens the health, safety, or welfare of the other mobile home park tenants. The tenant shall be given written notice of a fifteen day period in which to vacate;

(d) Failure of the tenant to comply with local ordinances and state laws and regulations relating to mobile homes or mobile home living within a reasonable time after the tenant's receipt of notice of such noncompliance from the appropriate governmental agency;

(e) Change of land use of the mobile home park: PROVIDED, That the landlord shall give the tenants twelve months' notice in advance of the proposed effective date of such change.

(2) A landlord may terminate any tenancy without cause. Such termination shall be effective six months from the date the landlord serves notice of termination upon the tenant or at the end of the current tenancy, whichever is later: PROVIDED, That a landlord may not terminate a tenancy for any reason or basis which is prohibited under RCW 59.20.070(3) or (4), as now or hereafter amended.

Sec. 7. Section 9, chapter 279, Laws of 1977 ex. sess. and RCW 59.20.090 are each amended to read as follows:

(1) Unless otherwise agreed rental agreements shall be for a term of one year. Any rental agreement ~~((for a term of one year and any rental agreement renewed for a six-month term))~~ of whatever duration shall be automatically renewed for an additional six-month term or for the term of the original rental agreement, whichever is shorter unless:

(a) ((Otherwise specified in the original written rental agreement)) A different specified term is agreed upon; or

(b) The landlord ((notifies the tenant in writing three months prior to the expiration of the rental agreement that it will not be renewed or will be renewed only with the changes contained in such notice)) serves notice of termination without cause upon the tenant prior to the expiration of the rental agreement: PROVIDED, That under such circumstances, at the expiration of the prior rental agreement the tenant shall be considered a month-to-month tenant upon the same terms as in the prior rental agreement until the tenancy is terminated.

(2) A landlord seeking to increase the rent upon expiration of the term of a rental agreement of any duration shall notify the tenant in writing three months prior to the effective date of any increase in rent: PROVIDED, That if a landlord serves a tenant with notice of a rental increase at the

same time or subsequent to serving the tenant with notice of termination without cause, such rental increase shall not become effective until the date the tenant is required to vacate the leased premises pursuant to the notice of termination or three months from the date notice of rental increase is served, whichever is later.

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

~~((2))~~ (4)(a) The tenant may terminate the rental agreement upon thirty days written notice whenever a change in the location of the tenant's employment requires a change in his residence, and shall not be liable for rental following such termination unless after due diligence and reasonable effort the landlord is not able to rent the mobile home lot at a fair rental. If the landlord is not able to rent the lot, the tenant shall remain liable for the rental specified in the rental agreement until the lot is rented or the original term ends;

~~((3))~~ (b) Any tenant who is a member of the armed forces may terminate a rental agreement with less than thirty days notice if he receives reassignment orders which do not allow greater notice.

NEW SECTION, Sec. 8. It shall be the duty of the landlord to:

(1) Maintain the common premises and prevent the accumulation of stagnant water and to prevent the detrimental effects of moving water when such condition is not the fault of the tenant;

(2) Keep any shared or common premises reasonably clean, sanitary, and safe from defects to reduce the hazards of fire or accident;

(3) Keep all common premises of the mobile home park, not in the possession of tenants, free of weeds or plant growth noxious and detrimental to the health of the tenants and free from potentially injurious or unsightly objects and condition;

(4) Exterminate or make a reasonable effort to exterminate rodents, vermin, or other pests dangerous to the health and safety of the tenant whenever infestation exists on the common premises or whenever infestation occurs in the interior of a mobile home as a result of infestation existing on the common premises;

(5) Maintain and protect all utilities provided to the mobile home in good working condition. Maintenance responsibility shall be determined at that point where the normal mobile home utilities "hook-ups" connect to those provided by the landlord or utility company;

(6) Respect the privacy of the tenants and shall have no right of entry to a mobile home without the prior written consent of the occupant, except in case of emergency or when the occupant has abandoned the mobile home. Such consent may be revoked in writing by the occupant at any time. The ownership or management shall have a right of entry upon the land upon which a mobile home is situated for maintenance of utilities and protection

of the mobile home park at any reasonable time, but not in a manner or at a time which would interfere with the occupant's quiet enjoyment;

(7) Allow tenants freedom of choice in the purchase of goods and services, and not unreasonably restrict access to the mobile home park for such purposes; and

(8) Maintain roads within the mobile home park in good condition.

NEW SECTION. Sec. 9. It shall be the duty of the tenant to pay the rental amount at such times and in such amounts as provided for in the rental agreement or as otherwise provided by law and comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances and regulations, and in addition the tenant shall:

(1) Keep the mobile home lot which he occupies and uses as clean and sanitary as the conditions of the premises permit;

(2) Properly dispose of all rubbish, garbage, and other organic or flammable waste, in a clean and sanitary manner at reasonable and regular intervals, and assume all costs of extermination and fumigation for infestation caused by the tenant on the tenant's leased premises;

(3) Not intentionally or negligently destroy, deface, damage, impair, or remove any facilities, equipment, furniture, furnishings, fixtures or appliances provided by the landlord, or permit any member of his family, invitee, or licensee, or any person acting under his control to do so; and

(4) Not permit a nuisance or common waste.

NEW SECTION. Sec. 10. (1) Any notice required by this chapter to be given to a tenant shall be served on behalf of the landlord: (a) By delivering a copy personally to the tenant; or (b) if the tenant is absent from the mobile home, by leaving a copy at the mobile home with some person of suitable age and discretion and by sending a copy through the mail addressed to the tenant's place of residence; or (c) if the tenant is absent from the mobile home and a person of suitable age and discretion cannot be found to leave a copy with, then by affixing a copy of the notice in a conspicuous place on the mobile home and also sending a copy through the mail addressed to the tenant at the tenant's last known address.

(2) Any notice required by this chapter to be given to the landlord shall be served by the tenant in the same manner as provided for in subsection (1) of this section, or by mail to the landlord at such place as shall be expressly provided in the rental agreement.

(3) The landlord shall state in any notice of eviction required by RCW 59.20.080(1) as now or hereafter amended the specific reason for eviction in a clear and concise manner.

NEW SECTION. Sec. 11. If any moneys are paid to the landlord by the tenant as a deposit or as security for performance of the tenant's obligations in a rental agreement, such rental agreement shall include the terms

and conditions under which the deposit or portion thereof may be withheld by the landlord upon termination of the rental agreement. If all or part of the deposit may be withheld to indemnify the landlord for damages to the mobile home lot for which the tenant is responsible, the rental agreement shall so specify.

NEW SECTION. Sec. 12. All moneys paid to the landlord by the tenant as a deposit as security for performance of the tenant's obligations in a rental agreement shall promptly be deposited by the landlord in a trust account, maintained by the landlord for the purpose of holding such security deposits for tenants of the landlord, in a bank, savings and loan association, mutual savings bank, or licensed escrow agent located in Washington. Unless otherwise agreed in writing, the landlord shall be entitled to receipt of interest paid on such trust account deposits. The landlord shall provide the tenant with a written receipt for the deposit and shall provide written notice of the name and address and location of the depository and any subsequent change thereof. If during a tenancy the status of landlord is transferred to another, any sums in the deposit trust account affected by such transfer shall simultaneously be transferred to an equivalent trust account of the successor landlord, and the successor landlord shall promptly notify the tenant of the transfer and of the name, address and location of the new depository. The tenant's claim to any moneys paid under this section shall be prior to that of any creditor of the landlord, including a trustee in bankruptcy or receiver, even if such moneys are commingled.

NEW SECTION. Sec. 13. Within fourteen days after the termination of the rental agreement and vacation of the mobile home lot, the landlord shall give a full and specific statement of the basis for retaining any of the deposit together with the payment of any refund due the tenant under the terms and conditions of the rental agreement. No portion of any deposit shall be withheld on account of wear resulting from ordinary use of the mobile home lot.

The statement shall be delivered to the tenant personally or by mail to the last known address. If the landlord fails to give such statement together with any refund due the tenant within the time limits specified above such landlord shall be liable to the tenant for the full amount of the refund due. In any action brought by the tenant to recover the deposit, the prevailing party shall be entitled to the cost of suit or arbitration including a reasonable attorney's fee.

Nothing in this chapter shall preclude the landlord from proceeding against, and the landlord shall have the right to proceed against a tenant to recover sums exceeding the amount of the tenant's damage or security deposit for damage to the property for which the tenant is responsible together with reasonable attorney's fees and costs of suit.

Sec. 14. Section 2, chapter 190, Laws of 1915 as amended by section 1, chapter 138, Laws of 1955 and RCW 19.48.020 are each amended to read as follows:

Every hotel and trailer camp shall keep a record of the arrival and departure of its guests in such a manner that the record will be a permanent one for at least one year from the date of departure: PROVIDED, That this requirement shall not apply with respect to guests of tenants in mobile home parks, as defined in RCW 59.20.030.

NEW SECTION. Sec. 15. Sections 8 through 12 of this 1979 act are each added to chapter 59.20 RCW.

***\*NEW SECTION. Sec. 16. This chapter may be known and cited as the floating home landlord-tenant act.***

\*Sec. 16 was vetoed, see message at end of chapter.

***\*NEW SECTION. Sec. 17. Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performance or enforcement.***

\*Sec. 17 was vetoed, see message at end of chapter.

***\*NEW SECTION. Sec. 18. For the purposes of this chapter:***

***(1) "Landlord" means the owner of a floating home moorage business and includes the agents of a landlord;***

***(2) "Floating home site" means a portion of a floating home moorage located over water designated or otherwise made available and intended by the owner as the moorage location of a floating structure, and its accessory buildings, constructed on a float or nonnavigable barge, the primary use of which is intended for the nontransient human habitation use of the occupants of the floating home. A navigable waterborne boat, ship, or vessel, regardless of size or propellant power, is not a floating home within the meaning and definition of floating home or accessory building(s) set forth in this chapter;***

***(3) "Floating home moorage" means any waterfront or wetland facility for the mooring, anchoring, or other securing of one or more floating homes, and the land and water premises on which the moorage is located, any portion of which is rented or held out for rent to others for the placement of one or more floating homes for the primary purpose of production of rental or moorage fee income to the lessor.***

***The definition of floating home moorage does not apply to those portions of real properties, waterfront, or wetland facilities used by a landlord for the placement of floating homes for the purpose of service, repair, storage without human habitation, use, or for day-to-day transient human habitation use for periods not to exceed thirty days of continuous duration where the transient day-to-day habitation is related to the purpose of service, repair, storage without human habitation use, or transient use;***

(4) "Tenant" means any person, except a transient, who rents a floating home site;

(5) "Transient" means any person who rents a floating home site for a period of less than one month.

\*Sec. 18 was vetoed, see message at end of chapter.

**\*NEW SECTION. Sec. 19.** This chapter regulates and determines legal rights, remedies, and obligations arising from any rental agreement between a landlord and a tenant regarding a floating home site. All such rental agreements shall be unenforceable to the extent of any conflict with any provision of this chapter. Chapter 59.12 RCW is applicable only in implementation of this chapter and not as an alternative remedy to this chapter, which shall be exclusive where applicable: PROVIDED, That RCW 59.12.090, 59.12.100, and 59.12.170 do not apply to any rental agreement included under this chapter. RCW 59.18.370 through 59.18.410 are applicable to any action of forcible entry or detainer or unlawful detainer arising from a tenancy under this chapter; and RCW 90.58.050 applies to floating home moorages and sites. Rentals of floating homes themselves are governed by the Residential Landlord-tenant Act, chapter 59.18 RCW.

\*Sec. 19 was vetoed, see message at end of chapter.

**\*NEW SECTION. Sec. 20. (1)** On and after September 30, 1979, no landlord may offer a floating home site for rent or moorage fee without offering to the prospective tenant a written rental agreement for a term of not less than one year. A prospective tenant who desires to occupy a floating home site for less than a term of one year or more may have the option to be on a month-to-month oral or written lease basis but must waive, in writing, the right to such one year or more term. Except pursuant to such waiver, no landlord shall allow a floating home to be moved into a floating home moorage in this state until a written rental or moorage fee agreement has been signed by the landlord and the tenant and a copy provided the tenant: PROVIDED, That if the landlord allows the tenant to move his or her floating home into a floating home moorage and a written rental or mortgage fee agreement has not been executed by the parties or the rental agreement or moorage agreement is silent as to the length of the term and no written waiver of the one-year term requirement has been executed, the term will be presumed to be for one year from the date of occupancy of the moorage site.

(2) The requirements of subsection (1) of this section do not apply if:

(a) The respective floating home moorage or respective part thereof has been acquired or is under imminent threat of condemnation for a public works project;

(b) An employer-employee relationship exists between the landlord and tenant; or

(c) The landlord is a lessee or devisee for term of the floating home moorage and, at the time of the offer to rent or for moorage fee to the prospective tenant, the landlord's tenancy or devise will expire in less than the

*otherwise one-year term, and there exists no option to extend or renew, in which event the offer to rent to the prospective tenant may be on a written month-to-month tenancy conditioned on the tenant being offered a new written rental agreement by the landlord for a term as provided in subsection (1) of this section if the landlord during any such monthly tenancy acquires or is devised a fee or leasehold interest in the floating home moorage, whereby from the date of the acquisition or devise the landlord's fee or leasehold interest would enable a rental or moorage for a term of not less than one year.*

*(3) This section applies to any floating home site tenancy in existence prior to September 30, 1979, upon expiration of the term of any oral or written rental agreement governing the tenancy.*

*\*Sec. 20 was vetoed, see message at end of chapter.*

***\*NEW SECTION. Sec. 21. (1) Any rental agreement executed between the landlord and tenant shall contain:***

*(a) The terms for the payment of rent, including time, place, and person within the county of the floating home moorage to whom the rent or moorage fee shall be delivered, and any additional charges to be paid by the tenant. Additional charges that occur less frequently than monthly shall be itemized when billed to the tenant;*

*(b) Reasonable rules for applicable land or water guest parking or guest moorage, which shall be clearly stated;*

*(c) The rules and regulations of the floating home moorage;*

*(d) The name and address of the person who is the landlord. If the person does not reside in the county where the floating home moorage is located, there shall also be designated by name and address a person who resides in the county where the floating home moorage is located who is authorized to act as agent for the purposes of service of notice and process. If no designation is so made of a person to act as agent, then the person who is named by the landlord to whom rental payments are to be made or delivered within the county of the moorage shall be considered the agent; and*

*(e) The terms and conditions under which any deposit or portion thereof may be withheld by the landlord upon termination of the rental agreement if any moneys are paid to the landlord by the tenant as a deposit or as security for performance of the tenant's obligations in the rental agreement.*

***(2) Any rental agreement executed between the landlord and tenant shall not contain:***

*(a) Any provision which allows the landlord to charge a fee for guest parking or guest boat moorage unless a violation of the rules for guest parking or boat moorage occurs: PROVIDED, That a fee may be charged for guest parking or boat moorage which covers an extended period of time of twelve hours or more as defined in the rental agreement;*

*(b) Any provision which authorizes the towing or impounding of a vehicle or boat except upon notice to the owner thereof or the tenant whose guest is*

*the owner or user of the vehicle or boat. "Vehicle" includes an automobile, truck, tractor, whether of the wheel or crawler type, and aircraft;*

*(c) Any provision which allows the landlord to increase the rent or alter the due date for rent payment during the term of the rental agreement: PROVIDED, That a rental agreement may include an escalation clause for a pro rata share of any increase in the floating home moorage's real property taxes or utility assessments or charges, over the base taxes or utility assessments or charges of the year in which the rental agreement took effect, if the clause also provides for a pro rata reduction in rent or other charges in the event of a reduction in real property taxes or utility assessments or charges, below the base year;*

*(d) Any provision by which the tenant agrees to waive or forego rights or remedies under this chapter; or*

*(e) Any provision allowing the landlord to charge an "entrance fee" or an "exit fee."*

\*Sec. 21 was vetoed, see message at end of chapter.

***\*NEW SECTION. Sec. 22. A landlord shall not:***

*(1) Deny any tenant the right to sell the tenant's floating home within a moorage or require the removal of the floating home from the moorage solely because of the sale thereof: PROVIDED, That:*

*(a) A rental agreement for a fixed term shall be assignable by the tenant to any person to whom the tenant sells or transfers title to the floating home, subject to the approval of the landlord after fifteen days' written notice to the landlord of such intended assignment and the landlord's right to require guarantee of the tenant for the balance of rentals or moorage fees to the end of the assigned term;*

*(b) The assignee of the rental agreement shall assume all the duties and obligations of the assignor for the remainder of the term of the rental agreement unless, by mutual agreement, a new rental agreement is entered into with the landlord; and*

*(c) The landlord shall approve or disapprove of the assignment of a rental agreement on the same basis that the landlord approves or disapproves of any new tenant; or*

*(2) Restrict the tenant's freedom of choice in purchasing goods or services but may reserve the right to approve or disapprove any exterior structural improvements to the floating home or to the floating home moorage site: PROVIDED, That door-to-door solicitation in the floating home moorage may be restricted in the rental agreement.*

\*Sec. 22 was vetoed, see message at end of chapter.

***\*NEW SECTION. Sec. 23. Tenancy during the term of a rental agreement may be terminated by the landlord only for one or more the of following reasons:***

*(1) Substantial or repeated violation of the rules of the floating home moorage as established by the landlord at the inception of the tenancy or as*

*assumed subsequently with the consent of the tenant. The tenant shall be given written notice of a fifteen-day period in which to comply or vacate. In the case of periodic rather than continuous violation, the notice shall specify that the same violation repeated shall result in termination,*

*(2) Nonpayment of rent or other charges specified in the rental agreement, upon five days written notice to pay rent and/or other charges or to vacate;*

*(3) Conviction of the tenant of a crime, commission of which has threatened or interfered with the health, safety, or welfare of the other floating home moorage tenants. The tenant shall be given written notice of a fifteen-day period following conviction, whether appealed, in which to vacate;*

*(4) Failure of the tenant, after receiving written notice of objection from the landlord, to abate a nuisance for which tenant or tenant's household members or guests are responsible in or about tenant's moorage site, causing substantial damage to the moorage property, or substantially interfering with the quiet and peaceful possession, safety, and enjoyment of other tenants and their properties.*

*\*Sec. 23 was vetoed, see message at end of chapter.*

*\*NEW SECTION. Sec. 24. (1) Unless otherwise agreed, rental agreements shall be for a term of not less than one year. Any rental agreement for a term of one year and any rental agreement renewed for a six-month term shall be automatically renewed for one additional six-month term unless:*

*(a) Otherwise specified in the original written rental agreement; or*

*(b) The landlord notifies the tenant in writing three months prior to the expiration of the rental agreement or of any rental agreement renewed for a six-month term that it will not be renewed or will be renewed only with the changes contained in the notice.*

*A tenant shall notify the landlord in writing one month prior to the expiration of a rental agreement of an intention not to renew.*

*(2) Except as in this chapter provided for payment of rent or moorage fee, the tenant may otherwise terminate the rental agreement upon thirty days written notice whenever a change in the location, of not less than twenty miles ground distance each way from the leased site, of the tenant's employment requires a change in the tenant's residence, and shall not be liable for rental following the termination unless after due diligence and reasonable effort the landlord is not able to rent the floating home site at a fair rental or moorage fee. Unless otherwise defined in the rental agreement, fair rental or moorage fee as used in this subsection may not be less than eighty percent nor more than one hundred percent of the rental or moorage fee specified in the terminated agreement. If the landlord is not able to so rent the site, the tenant shall remain liable for the rental specified in the rental agreement until the site is rented or the original term or renewal thereof ends.*

*(3) Any tenant who is a member of the armed forces may terminate a rental agreement and payment of rent from date of vacating the site with less*

*than thirty days notice if the tenant receives change of duty station orders which do not allow greater notice.*

\*Sec. 24 was vetoed, see message at end of chapter.

**\*NEW SECTION. Sec. 25. Structural or affixed moorage improvements, purchased and installed by a tenant on a floating home site, shall remain the property of the landlord and may not be removed or disposed of by the tenant prior to or at termination of the tenancy unless otherwise agreed to by the landlord: PROVIDED, That a tenant shall leave the floating home site in substantially the same or better condition than upon taking possession.**

\*Sec. 25 was vetoed, see message at end of chapter.

**\*NEW SECTION. Sec. 26. In any action arising out of this chapter, the prevailing party shall be entitled to reasonable attorneys' fees and costs.**

\*Sec. 26 was vetoed, see message at end of chapter.

**\*NEW SECTION. Sec. 27. Venue for any action arising under this chapter shall be in the district or superior court of the county in which the floating home site is located.**

\*Sec. 27 was vetoed, see message at end of chapter.

**\*NEW SECTION. Sec. 28. The provisions of this chapter shall not be construed so as to preempt any local ordinance which is not inconsistent with this chapter.**

\*Sec. 28 was vetoed, see message at end of chapter.

**\*NEW SECTION. Sec. 29. Sections 14 through 26 of this act shall constitute a new chapter in Title 59 RCW.**

\*Sec. 29 was vetoed, see message at end of chapter.

**NEW SECTION. Sec. 30. If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.**

Passed the House April 27, 1979.

Passed the Senate April 16, 1979.

Approved by the Governor May 15, 1979 with the exception of Sections 16-29 which are vetoed.

Filed in Office of Secretary of State May 15, 1979.

Note: Governor's explanation of partial veto is as follows:

"I am returning herewith without my approval as to several sections Substitute House Bill No. 1308 entitled:

"AN ACT Relating to landlords and tenants;"

I am in support of Sections 1-15 of this act that consist of revisions and additions to the mobile home landlord-tenant act.

Sections 16-29 of Substitute House Bill No. 1308 would establish a floating home landlord-tenant act and is modeled after the 1977 mobile home act. Nearly all of the floating homes covered by the act are in Seattle. There, the demand for moorage sites and the difficulties in obtaining new sites have created a situation that Seattle brought under control by ordinance in 1977. Two major objectives of

that ordinance are to protect tenants from exorbitant rent increases and arbitrary evictions. The floating home act portion of Substitute House Bill No. 1308 would preempt certain portions of the Seattle ordinance and would remove the controls on evictions. As a result, tenants with no alternative sites for their homes could be evicted at the termination or conclusion of a rental agreement; this is specifically contrary to the intent of the Seattle ordinance and inappropriate in an act whose purpose is to refine and clarify the rights of both landlords and tenants of mobile homes. Consequently, I think a decision to decontrol this uniquely local situation is an inappropriate action for the state to take. It may be that some redress for the landlord is in order, but if changes need to be made in the Seattle ordinance, they should be undertaken by the City of Seattle.

For the foregoing reasons, I have chosen to veto Sections 16-29 of Substitute House Bill No. 1308. The remainder of the bill is approved."

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## CHAPTER 187

[Substitute Senate Bill No. 2010]

### HOUSING AUTHORITIES—SENIOR CITIZENS' LIVING ACCOMMODATIONS

AN ACT Relating to housing authorities; amending section 35.82.020, chapter 7, Laws of 1965 as amended by section 1, chapter 274, Laws of 1977 ex. sess. and RCW 35.82.020; amending section 35.82.030, chapter 7, Laws of 1965 and RCW 35.82.030; and amending section 35.82.090, chapter 7, Laws of 1965 as amended by section 4, chapter 274, Laws of 1977 ex. sess. and RCW 35.82.090.

Be it enacted by the Legislature of the State of Washington:

Section 1. Section 35.82.020, chapter 7, Laws of 1965 as amended by section 1, chapter 274, Laws of 1977 ex. sess. and RCW 35.82.020 are each amended to read as follows:

The following terms, wherever used or referred to in this chapter, shall have the following respective meanings, unless a different meaning clearly appears from the context:

(1) "Authority" or "Housing authority" shall mean any of the public corporations created by RCW 35.82.030.

(2) "City" shall mean any city, town, or code city. "County" shall mean any county in the state. "The city" shall mean the particular city for which a particular housing authority is created. "The county" shall mean the particular county for which a particular housing authority is created.

(3) "Governing body" shall mean, in the case of a city, the city council or the commission and in the case of a county, the county legislative authority.

(4) "Mayor" shall mean the mayor of the city or the officer thereof charged with the duties customarily imposed on the mayor or executive head of the city.

(5) "Clerk" shall mean the clerk of the city or the clerk of the county legislative authority, as the case may be, or the officer charged with the duties customarily imposed on such clerk.

(6) "Area of operation": (a) in the case of a housing authority of a city, shall include such city and the area within five miles from the territorial boundaries thereof: PROVIDED, That the area of operation of a housing