

official of the acting governmental agency. In the case of counties with a population of more than seventy thousand people and cities with a population of more than thirty-seven thousand people, such conditions or denials made more than one year from the effective date of this 1977 amendatory act shall also be based upon policies developed by the appropriate local governmental authority and incorporated into resolutions, regulations, ordinances, plans, or codes. In the case of counties with a population of less than seventy thousand people and cities with a population of less than thirty-seven thousand people, such conditions or denials made more than three years from the effective date of this 1977 amendatory act shall also be based upon policies developed by the appropriate local governmental authority, and incorporated into resolutions, regulations, ordinances, plans, or codes: PROVIDED, FURTHER, That, except for permits and variances issued pursuant to chapter 90-.58 RCW, when such a governmental action, not requiring a legislative decision, is conditioned or denied by a nonelected official of a local governmental agency, the decision shall be appealable to the legislative authority of the acting local governmental agency in accordance with procedures established for such appeals by the legislative authority of the acting local governmental agency.

Passed the Senate June 6, 1977.

Passed the House June 3, 1977.

Approved by the Governor June 15, 1977.

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## CHAPTER 279

[Engrossed Senate Bill No. 2668]

### MOBILE HOME LANDLORD-TENANT ACT

AN ACT Relating to landlord and tenant; and adding a new chapter to Title 59 RCW.

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

NEW SECTION. Section 1. This chapter shall be known and may be cited as the "Mobile Home Landlord-Tenant Act".

NEW SECTION. Sec. 2. 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.

NEW SECTION. Sec. 3. 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 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;

(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.

**NEW SECTION.** Sec. 4. 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. 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.

**NEW SECTION.** Sec. 5. (1) On and after the effective date of this act, 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. 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;

(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 the effective date of this act, upon expiration of the term of any oral or written rental agreement governing such tenancy.

**NEW SECTION.** Sec. 6. (1) Any rental agreement executed between the landlord and tenant 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.

(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".

**NEW SECTION. Sec. 7. 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.

**NEW SECTION. Sec. 8. Tenancy during the term of a rental agreement may be terminated by the landlord only for one or more of the following reasons:**

(1) 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. 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, said 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 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.

NEW SECTION. Sec. 9. (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 shall be automatically renewed for an 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 that it will not be renewed or will be renewed only with the changes contained in such 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) 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) 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. 10. Improvements, except a natural lawn, purchased and installed by a tenant on a mobile home lot shall remain the property of the tenant even though affixed to or in the ground and may be removed or disposed of by the tenant prior to the termination of the tenancy: PROVIDED, That a tenant shall leave the mobile home lot in substantially the same or better condition than upon taking possession.

NEW SECTION. Sec. 11. In any action arising out of this chapter, the prevailing party shall be entitled to reasonable attorney's fees and costs.

NEW SECTION. Sec. 12. Venue for any action arising under this chapter shall be in the district or superior court of the county in which the mobile home lot is located.

NEW SECTION. Sec. 13. 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.

NEW SECTION. Sec. 14. Sections 1 through 12 of this act shall constitute a new chapter in Title 59 RCW.

Passed the Senate June 6, 1977.

Passed the House June 4, 1977.

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CHAPTER 280

[Substitute Senate Bill No. 2445]

AUTOMOTIVE REPAIR

AN ACT Relating to automotive repair; adding a new chapter to Title 46 RCW; and prescribing penalties.

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

NEW SECTION. Section 1. For purposes of this chapter:

(1) "Automotive repairman" means a person who engages in the business of repairing and/or diagnosing malfunctions of motor vehicles for compensation; and

(2) "Automotive repairing" includes:

(a) All repairs to vehicles commonly performed in a repair shop by a motor vehicle mechanic including the installation, exchange, or repair of mechanical parts or units for any vehicle or the performance of any electrical or mechanical adjustment to any vehicle;

(b) All work performed in shops that are limited to any specialty within the automotive repair trade including but not limited to body, frame, front-end, brake repair, transmission, tune-up, and electrical repair work and muffler installation; and

(c) "automotive repairing" should not include the change or repair of tires; the lubrication of vehicles; the installation of light bulbs, batteries, windshield wiper blades, and other minor accessories; the cleansing, adjustment, and replacement of spark plugs; the replacement of fan belts, oil and oil filters; and other minor services which are customarily performed by gasoline service stations.

NEW SECTION. Sec. 2. All work done and all parts supplied by an automotive repairman, including all warranty work, shall be recorded on an invoice. If any used, rebuilt, or reconditioned parts are supplied the invoice shall clearly state the fact. One copy of the invoice shall be given to the customer and one copy of the invoice shall be retained by the automotive repairman.

NEW SECTION. Sec. 3. Upon request of the customer when the work order is taken, except for parts covered by a manufacturer's warranty, the automotive repairman shall return replaced parts to the customer at the time the work is completed.

If a customer requests the return of a part that must be returned to the manufacturer or distributor under the terms of a warranty agreement, the repairman shall offer to show the part to the customer at the time the work is completed. The repairman shall show the part to the customer when the work is completed if the customer accepts the offer. The repairman shall not be required to show a replaced part when no charge is being made for the replacement part.