



Manufactured Mobile Home Landlord-Tenant Act (M/MHLTA)

Frequently Asked Questions

(A resource for landlords, tenants and other interested parties)

JUNE 2007 UPDATE

Q Who is covered by the Manufactured/Mobile Home Landlord-Tenant Act (M/MHLTA)?

A The M/MHLTA covers individuals who own a park (landlord), and individuals who own their mobile/manufactured home (tenant) and pay rent for the space where the home is located. (A mobile home park is defined as any real property, which is rented to others for the placement of two or more mobile or manufactured homes).

Q Must a rental agreement be established between a landlord and tenant? [RCW 59.20.050](#)

A Yes. The landlord shall not allow a mobile/manufactured home to be moved into a park (or a homeowner to move into a home already installed in the park) until a written one-year rental agreement has been signed by and is in the possession of both the landlord and the tenant. The term of the tenancy is deemed to be one year from the date of occupancy of the mobile home unless otherwise agreed by the parties.

Q What must be included in the rental agreement? [RCW 59.20.060](#)

- A**
- Terms for the payment of rent (time, place, and additional charges if any).
 - Rules and regulations of the mobile home park.
 - Rules for guest parking.
 - Name and address of landlord, or authorized agent.
 - Name and address of any party who has a secured interest in the mobile home.
 - Tenant's forwarding address, or the name and address of a person who would likely know the location of the tenant.
 - A covenant by the landlord that the mobile home park will not be converted to another land use for a period of three years.
 - Terms and conditions describing when a deposit may be withheld by the landlord upon termination of the rental agreement.

- List of utilities, services, and facilities available and any fees to be charged.
- Description of the boundaries of the mobile home space relative to other tenant's space.
- Statement of the current zoning of the land where the mobile home park is located.
- Statement of the expiration date of any other land use permit necessary for the continued use of the land as a mobile home park.

For specific exclusions to a rental agreement refer to RCW 59.20.060 (2)(a)-(h)

Q How long must a rental agreement last? RCW 59.20.050

A Rental agreements are required to be for one year or more, unless the tenant signs a written waiver allowing the tenancy to be on a month-to-month basis.

Q What happens at the expiration of a rental agreement? RCW 59.20.090 (1)

A Any rental agreement shall automatically be renewed for the term of the original rental agreement, unless a different specified term is agreed upon in writing on any anniversary date of the tenancy.

Q For what reasons can a tenant be evicted and how is this done RCW 59.20.080

- A**
- Substantial or repeated violation of park rules. 15-day comply or vacate notice.
 - Violation of a material change in park rules in regard to children, pets, or recreational facilities after being given a six-month comply or vacate notice.
 - Nonpayment of rent, or other fees or charges that are part of the rental agreement. Five-day notice to pay or vacate.
 - Conviction of a crime, which jeopardizes the health, safety, or welfare of other residents. 15-day notice to vacate.
 - Failure of tenant to comply with local, state, or federal requirements concerning mobile homes and or other issues. Written notice to comply immediately or 15-day notice to vacate may be issued.
 - Change of land use or park closure as a result of sale or conversion. 12-month notice.
 - Engaging in criminal activity that threatens the health, safety, or welfare of residents. Unlawful detainer, three days to vacate.
 - Material misstatement on tenancy application identified by landlord within one year of commencement of rental. No time frame listed.
 - Three 15-day notices to comply or vacate within a 12-month period, beginning with the first notice. 15-day notice.
 - Disorderly conduct upon the park premises. Written notice to comply immediately or 15-day notice to vacate may be issued.
 - Tenant creates a nuisance that affects the health, safety, or welfare of other park residents. Five-day notice.
 - Any substantial, just cause that materially effects the health, safety, or welfare of other

park residents. 15-day comply or vacate notice.

- Tenant is late three or more times in paying rent in a 12-month period. Five-day comply or vacate notice.
- The first step in the eviction process under a violation of RCW 59.20.080(1)(a) is to submit the dispute to mediation within five days of the Comply or Vacate notice. Landlord and tenant may agree to mediate for up to ten days. If an agreement is reached, the eviction process is terminated.

At the end of any notice period, if stipulations of the notice are not complied with, the landlord may proceed with eviction by requesting a court hearing. The tenant must be notified of the court hearing and given an opportunity to respond.

If the tenant fails to respond or appear, or if the case is judged in favor of the landlord, the court issues a writ of unlawful detainer.

Upon presentation of the unlawful detainer, the tenant has the number of days specified on the document to remove the mobile home from the premises. Failure to do so may result in the sheriff serving notice to the tenant and the removal of the mobile home at the tenant's expense.

Q How much and how often can rent be raised?

A Neither M/MHLTA nor Washington State law restrict rental rates or the amount rent can be raised when a rental agreement is renewed. The landlord can increase the rent upon expiration of the term of a rental agreement as follows. RCW 59.20.090 (2)

- Month-to-month rental agreement: At the expiration of any one-month term with three months prior written notice.
- Rental agreement of more than one month, but less than one year: At the expiration of the rental agreement with three months prior written notice.
- Rental agreement of one year or more: Only once a year, with three months prior written notice before the expiration of the rental agreement.

There are two exceptions to the general due date and notice requirements for rent increases. RCW 59.20.060 (2) (c)

Q How are park rules enforced?

A Park rules are considered a part of the rental agreement. RCW 59.20.060 (1) (c)

Park rules are enforceable by the landlord at the beginning of tenancy or as assumed subsequently with the consent of the tenant. RCW 59.20.080 (1) (a)

Park rules are enforceable under the following conditions. RCW 59.20.045 (1)-(5)

- If they promote the convenience, health, safety or welfare of tenant, protect the park from abusive use or damage, and result in a fair distribution of services or facilities.
- The rule addresses the purpose for which it was adopted.
- The rule applies to all tenants fairly.

- The rule is not for the purpose of evading an obligation of the landlord.
- The rule is not retaliatory or discriminatory.
- The rule does not conflict with RCW 59.20 or other legal statutes RCW 59.20.040.

Q How are park rules established or changed?

A M/MHLTA does not define the manner in which a landlord must formulate or change park rules, except to state they “shall be unenforceable to the extent of any conflict with any provision of this chapter.”

Once park rules are established, they may be changed in three ways:

- At the beginning of each rental agreement.
- During the rental agreement, with the consent of the tenant.
- During the rental agreement, if the agreement has a clause stating park rules may be changed any time during the term of the rental agreement.

Material changes in park rules regarding pets, minor children, or recreational facilities require a six-month written notice, prior to the effective date of the rule change.

RCW 59.20.080 (1) (a)

Q What are the responsibilities of landlords and tenants?

A Landlord duties are described in RCW 59.20.130. Prohibited acts by the landlord are described in RCW 59.20.070. Tenant duties are described in RCW 59.20.140.

Q Who is responsible for maintaining/repairing utilities? RCW59.20.130 (6)

A It is the duty of the landlord to maintain and protect all utilities and keep them in good working condition up to the point of hookup to the mobile home.

The tenant is responsible for maintenance and repair of utilities after the point of hookup to the mobile home, and within the home.

Q Who is responsible for preventing/correcting stagnant and running water and sewage problems? RCW 59.20.130 (2)

A The landlord is responsible for preventing damage from the accumulation of stagnant water, including sewage, when the condition is not caused by the tenant. The tenant is responsible for repairs if the condition is caused by the tenant, or as a result of conditions in the mobile home.

Q Who is responsible for maintenance of roads in the mobile home park? RCW 59.20.130 (9)

A The landlord.

Q Who is responsible for maintenance of permanent structures on a mobile home lot?

RCW 59.20.135

A The landlord, if the permanent structures were provided by the landlord as part of the amenities of the mobile home lot. Structures added by the tenant are the responsibility of the tenant.

Q When is a deposit required and when may a tenant receive a refund?

A A deposit can be required for security of the property or as a security against the last month's rent. A deposit may also be required against damage by pets. RCW 59.20.160

The reasons for the deposit, conditions, and amount of the deposit must be included in the rental agreement. The conditions must describe under what circumstances the landlord may keep all or part of the deposit. RCW 59.20.060 (1) (h).

When the tenancy is terminated, the landlord has 14 days to refund the deposit or notify the tenant of the reasons for withholding part or all of the deposit. RCW 59.20.180

Q Is there a type of mobile home park that only allows seniors and can families be excluded from these parks? Code of Federal Regulations, Title 24 Part 100

A The Fair Housing Act and the Housing for Older Persons Act of 1995 provides for two types of senior mobile home parks: those for senior citizens 62 and older, and those for seniors 55 or older.

Parks for seniors over 62 must be comprised solely of families where the head spouse or sole member is 62 years of age or older.

In parks for seniors 55 and older, 80 percent of the mobile homes must have at least one resident 55 years of age or older. The other 20 percent may have residents under 55 and may include families.

Policies of the park must stipulate a priority for residents 55 or older. A sign at the entrance of the park must indicate it is a senior park and all marketing must indicate that the park is for seniors 55 years of age or older.

Q What if a mobile home park is closing or converting to another use?

A M/MHLTA requires the rental agreement include either: 1) A covenant by the landlord stating that, except for acts or events beyond the control of the landlord, the park will not be converted to another land use for a period of three years; or 2) A statement in bold print that the park may be sold or otherwise transferred to a new owner who may close the park at any time after the required 12 month notice period.

If the rental agreement includes the statement instead of the covenant, it must be in bold print larger than the other text of the rental agreement, be set off by means of a box, blank space or comparable visual device, and located directly above the tenant's signature on the rental agreement. RCW 59.20.080 (1) (e) and RCW 59.20.060 (1) (g) (i & ii)

The current park owner must give tenants 12 months written notice that the park will be converted to another use; post the notice at all park entrances; provide the notice with all month-to-month rental agreements signed after the original park closure notice date; record

the notice in the auditor's office for the county in which the park is located; and, within ten business days of the date notice is given to all tenants, send the notice to the Washington State Department of Community, Trade and Economic Development with a good faith estimate of the timetable for removal of the homes, the reason for closure, and the list of the names and mailing addresses of the current registered park tenants. RCW 59.20.080 (1) (e) and RCW 59.21.030

Q How does a mobile home owner sell a home in a mobile home park?

- A**
- The mobile home owner must notify the landlord in writing of a potential sale at least 15 days in advance of sale. The potential buyer must make a reasonable attempt to meet with the landlord to apply for tenancy in the park. RCW 59.20.073
 - The landlord must give written approval or denial of tenancy to selling tenant. Denial must be given at least seven days before date of sale and include the reason for denial.
 - The landlord may not restrict to whom the home may be sold, if the home is to be removed from the park. If the home remains in the park, the landlord has the right to approve or disapprove the tenancy of the buyer.

The mobile home does not have to be removed from the park because of sale or because the home has reached a certain age. RCW 59.20.070 (1) (8)

The owner may be required to bring the home up to 1976 HUD standards, or to the codes for the year it was manufactured. For information regarding manufactured housing construction standards call your regional Labor and Industries (L&I) office, or the L&I central office at (360) 902-5264. RCW 43.22.340 and RCW 43.22.360

Q How do landlords and tenants resolve disagreements?

- A** All agreements and/or decisions made between landlords and tenants should be in writing. If agreements are not honored and discussions not successful in resolving disagreements, individuals may seek mediation services or legal assistance. Because legal action is often expensive and time consuming, many landlords and tenants use mediation to resolve disputes.

To learn more about mediation and alternative dispute resolution, please refer to your telephone directory for the local dispute resolution center and for listings of independent mediators in your area.

* Answers to these questions have been provided using information contained in RCW 59.20, 59.21, 59.22, and CFR Title 24, Part 100