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ENGROSSED SUBSTITUTE SENATE BILL 5433

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State of Washington

62nd Legislature

2011 Regular Session

By Senate Financial Institutions, Housing & Insurance (originally sponsored by Senators Fraser, Conway, Kastama, Keiser, Chase, Rockefeller, McAuliffe, and Nelson)

READ FIRST TIME 02/18/11.

1 AN ACT Relating to a landlord's duty to maintain common areas,  
2 roads, and trees in manufactured/mobile home communities; and amending  
3 RCW 59.20.130.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 **Sec. 1.** RCW 59.20.130 and 1999 c 359 s 11 are each amended to read  
6 as follows:

7 It shall be the duty of the landlord to:

8 (1) Comply with codes, statutes, ordinances, and administrative  
9 rules applicable to the mobile home park;

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

13 (3) Keep any shared or common premises and vacant mobile home lots  
14 reasonably clean, sanitary, and safe from defects to reduce the hazards  
15 of fire or accident;

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

1       (5) Maintain, in good condition, or remove all trees that were not  
2 planted by the current tenants;

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

9       (~~(6)~~) (7) Maintain and protect all utilities provided to the  
10 mobile home, manufactured home, or park model in good working  
11 condition. Maintenance responsibility shall be determined at that  
12 point where the normal mobile home, manufactured home, or park model  
13 utilities "hook-ups" connect to those provided by the landlord or  
14 utility company;

15       (~~(7)~~) (8) Respect the privacy of the tenants and shall have no  
16 right of entry to a mobile home, manufactured home, or park model  
17 without the prior written consent of the occupant, except in case of  
18 emergency or when the occupant has abandoned the mobile home,  
19 manufactured home, or park model. Such consent may be revoked in  
20 writing by the occupant at any time. The ownership or management shall  
21 have a right of entry upon the land upon which a mobile home,  
22 manufactured home, or park model is situated for maintenance of  
23 utilities, to insure compliance with applicable codes, statutes,  
24 ordinances, administrative rules, and the rental agreement and the  
25 rules of the park, and protection of the mobile home park at any  
26 reasonable time or in an emergency, but not in a manner or at a time  
27 which would interfere with the occupant's quiet enjoyment. The  
28 ownership or management shall make a reasonable effort to notify the  
29 tenant of their intention of entry upon the land which a mobile home,  
30 manufactured home, or park model is located prior to entry;

31       (~~(8)~~) (9) Allow tenants freedom of choice in the purchase of  
32 goods and services, and not unreasonably restrict access to the mobile  
33 home park for such purposes;

34       (~~(9)~~) (10) Maintain roads within the mobile home park in good  
35 condition and take reasonable steps to prevent the accumulation of  
36 water, snow, or ice that would prevent tenants from accessing their  
37 homes or exiting the mobile home park; and

1        (~~(10)~~) (11) Notify each tenant within five days after a petition  
2 has been filed by the landlord for a change in the zoning of the land  
3 where the mobile home park is located and make a description of the  
4 change available to the tenant.

5        A landlord shall not have a duty to repair a defective condition  
6 under this section, nor shall any defense or remedy be available to the  
7 tenant under this chapter, if the defective condition complained of was  
8 caused by the conduct of the tenant, the tenant's family, invitee, or  
9 other person acting under the tenant's control, or if a tenant  
10 unreasonably fails to allow the landlord access to the property for  
11 purposes of repair.

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