NO. 97530-2

SUPREME COURT
OF THE STATE OF WASHINGTON

Court of Appeals, Division II No. 49836-7-II

DAN AND BILL'S RV PARK

Petitioner,

v.

EDNA ALLEN, an individual, and MANUFACTURED HOUSING DISPUSTE RESOLUTION PROGRAM, WASHINGTON STATE ATTORNEY GENERAL'S OFFICE,

Respondents.

PETITION FOR REVIEW BY WASHINGTON STATE SUPREME COURT

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I. IDENTITY OF PETITIONER

Petitioner is Dan and Bill's RV Park, a sole proprietorship doing business in Puyallup, Washington.

II. CITATION TO COURT OF APPEALS DECISION

Allen v. Dan and Bill's RV Park, 6 Wn.App.2d 349, 428 P.3d 376, (Div. 2 2018), reconsideration denied July 10, 2019. Appendix 1.

III. ISSUES PRESENTED FOR REVIEW

A. Division II's Failure to Apply Unchallenged Factual Findings into the Relevant Laws Merits Review.
B. This Court should grant review of the Decision overturning sixty-four unchallenged findings of fact in this Administrative Procedures Act appeal and failing to grant due deference to the final agency Order.
C. This Court should grant review because the Legislature recognizes recreational vehicles occupied as a primary residence as distinct from park models.
D. Does applying the Mobile Home Landlord Tenant to a trailer court recreational vehicle park carry out the Legislature's express policy behind the Mobile Home Landlord Tenant Act and the Mobile Home Dispute Resolution Program.
E. Has the Attorney General violated Dan and Bill's RV Park's due process rights by appealing its own final administrative order rather than defending the Order.
F. Did the Attorney General violate Dan and Bill's RV Park privacy rights guaranteed by the United States Constitution by attending and inspecting the Premises without first seeking a search warrant.
G. Division II's Remand is unduly broad, most or all the issues in this appeal are abandoned, mooted by the Complainant's death, or both.

IV. STATEMENT OF THE CASE

RV Park is Private Property. The RV Park has operated since the 1970s in Pierce County, Washington. Haugsness Testimony Tr. 336:13. AR 1208. RV Park fronts the Puyallup River, is surrounded by a

perimeter fence on three other sides, and labelled as private property by a prominent sign at its gate. Finding 4.9, AR 859; Picture AR 406 & Testimony of Haugsness. AR 1208.

RV Park Operates as a Campground. RV Park contains zero mobile homes, zero manufactured homes, and, at the time of the Order on appeal, just one park model recreational vehicle. Conclusion 5.14. AR 867. The RV Park contains motorhomes, fifth wheels, and travel trailer recreational vehicles. Each RV in the RV Park has a number. The purpose of the numbers is so that the RV Park knows where its residents are and for facilitating delivery of the mail. No one rents a specific lot. FF 4.8 AR 858. None of the units in the Park are hardwired for electricity or plumbed for septic and water. AR 859. All of the electrical connections are by plug-in and all water and septic are connected like a garden hose is connected to a faucet. All of the hook-ups resemble those used in campgrounds and parks, *Haugsness Testimony* AR 1223-4 & *Brodernick Testimony* AR 1085. Electrical amperage mostly limited to thirty amps, which is not sufficient to support a park model RV. FF 4.18 AR 859. The Park requires all residents to be ready to move anytime. FF 4.11 AR 859.

The Allen Complaint. In the Spring of 2014, Mr. Haugsness informed Ms. Edna Allen that rentals for monthly occupants would be

increased by just $20, from $460 to $480 per month, all inclusive. Ms. Allen reacted to this modest change by complaining to the Attorney General Office's Mobile Home Dispute Resolution Program that RV Park did not provide ninety days of a $20 rent increase, and that RV Park did not offer Ms. Allen a one-year lease. *Complaint*. AR 16-18.

Over a period beginning in July, 2014, Mobile Home Program undertook numerous warrantless searches, sending investigators to the RV Park, including AR 194 (July 24, 2014 site visit), AR 194 (September 5, 2014 site visit), AR 195 (November 4, 2015 [sic: 2014?] site visit). These visits were for taking "photographs of the tenants [sic] homes". *Dec'l Crummer*. AR 247.

On November 17, 2014, Mobile Home Program issued a notice of violation to the RV Park, concerning the rent increase, the term of Ms. Allen's lease. AR 7-11. The NOV added issues that were outside the scope of Ms. Allen's Complaint and contained five corrective actions. AR 10-11. The ALJ crystallized seven issues from the NOV and related

RV Park appealed the NOV. AR 3-6. The Attorney General has delegated review of its notices of violation to the Washington State Office of Administrative Hearings (OAH), which, through an administrative law judge ("ALJ"), renders the final administrative order of the Attorney General. RCW § 59.30.040. The Mobile Home Program convened an

administrative hearing, which the OAH assigned case number 2014-AGO-0001. AR22.

The OAH held a two-day trial. Tr. AR 873 & 1122. Six RV Park residents testified. *Order* ¶ 3.1 AR 856, Appendix 2. At that trial, each park camper witness, including Complainant Ms. Allen, testified that their RV is not permanently or semi-permanently installed at RV Park. All non-party witnesses also expressly testified that they do not live in a park model RV. FF 4.30 (Resident Hamrick lives in an RV that is licensed, can and does relocate inside and outside the park, can be on the road in two hours or less); FF 4.35 & 4.38 (Resident Niquette lives an RV that is not permanently installed and can be on the road in minutes); FF 4.42 (Resident Shinkle lives in a recreational vehicle that can be on the road in one or two hours; Skinkle parked and moved into a different trailer just days before hearing); FF 4.47, 4.49, 4.51, 4.53 (Resident Brodernick lives in a mobile home that he regularly takes on vacations and is not permanently installed); FF 4.55, 4.58 (Resident Dewey lives in a motor home that he does not plan to permanently install, and can be on the road in fifteen minutes). Complainant Ms. Allen, herself, did not intend to be permanently installed at RV Park. FF 4.23. However, RV Park acknowledged that Ms. Allen lived in a park model trailer. A park model trailer can be readily determined by its construction, and all park model

trailers bear a decal certifying construction to certain engineering standards. *Park Model Photos*. AR 510, 346, *cf. RV Photos* AR 510-511. Appendix 3.

On November 9, 2015, the OAH rendered the Attorney General's final agency order. AR 855-72. The Order concluded that no one, other than Ms. Allen, lived in a park model at RV Park and MHLTA did not apply.

Ms. Allen retained counsel and appealed the ALJ Order to the Thurston County Superior Court. *Pet. for Judicial Review*. CP 3-23. Ms. Allen assigned error to just six findings of fact. *Slip Op.* 13 n. 5. Ms. Allen's assignments of error were so scantly briefed that Division II expressly declined to consider them. *Id.* Strangely, the Attorney General chose to essentially sue itself, by seeking judicial review of **its own final agency order**, rather than defend its own agency order.

The Thurston County Superior Court overturned the ALJ by ruling that the Mobile Home Landlord Tenant Act applies to RV Park. *Order*. CP 215-227. The Thurston County Superior Court awarded Ms. Allen's counsel attorney's fees against Mr. Haugsness. *J*. CP 213-14. *Order*. CP 228-30.

From there, this matter arrived at Division II and Ms. Allen unfortunately passed away. *Notice of Appeal*. CP 231-50. *Notice of*

Substitution. By Published Opinion filed October 16, 2018, Division II Court affirmed application of Mobile Home Landlord Tenant Act to RV Park because Division II determined that Ms. Allen and Mr. Shinkle lived in park models, a sufficient gather to invoke MHLTA. *Slip Op.* 17. Division II overturned the Superior's Court's award of attorney's fees. Although Division II queried the Attorney General about its standing to sue itself at oral argument and the Opinion acknowledged the issue, Division II did not make a ruling. *Slip Op.* 2 n. 2. The Estate filed for reconsideration of this Court's attorney fee ruling. On July 10, 2019, Division II denied reconsideration. *Order*. Appendix 4.

V. STANDARD OF REVIEW

The Washington Administrative Procedures Act (APA) governs this Court's review in this case. RCW § 59.30.010(10). This Court sits "in the same position as the superior court and apply the APA to the administrative record." *Cornelius v. Dep't of Ecy*., 182 Wn.2d 574, 585, 344 P.3d 199 (2015). This court reviews questions of law, and the agency's application of the law to the facts, de novo, but we afford " great weight" to the agency's interpretation of law " where the statute is within the agency's special expertise." *Id.* The APA permits an agency to designate an Office of Administrative Hearing ALJ as the presiding officer authorized to make a final decision and enter a final order. RCW

34.05.425(1)(b). "Although the HLJ is an administrative law judge, she is also the agency's final decision maker…." *DaVita, Inc. v. Washington State Dep't of Health*, 137 Wn.App. 174, 183, 151 P.3d 1095 (Div. 2, 2007). Where the agency makes a finding that goes unchallenged, that finding becomes a verity on appeal. *Darkenwald v. Emp't Sec. Dep't*, 183 Wn.2d 237, 244, 350 P.3d 647 (2015).

VI. ARGUMENT

This case presents a significant landlord-tenant issue that should be decided with a bright-line ruling by this Court. RAP 13.4 provides review by the Supreme Court will be accepted if (1) the Decision of the Court of Appeals is in conflict with a decision of the Supreme Court; or (2) is in conflict with a published decision of the Court of Appeals; or (3) if a significant question of law under the Constitution of the State of Washington or the United States is involved; or (4) if the petition involves an issue of substantial public interest that should be determined by the Supreme Court. As set forth below these criteria are met in multiple ways.

A. Division II's Failure to Apply Unchallenged Factual Findings into the Relevant Laws Merits Review.

Lack of deference to the agency Order merits review. The outcome of this case turns on a few definitions contained at RCW § 59.20.030.

(17) "Recreational vehicle" means a travel trailer, motor home, truck camper, or camping trailer that is primarily designed and used as temporary living quarters, is either self-propelled or mounted on or drawn by another vehicle, is transient, is not occupied as a primary residence, and is not immobilized or permanently affixed to a mobile home lot;

(14) "Park model" means a recreational vehicle intended for permanent or semi-permanent installation and is used as a primary residence;

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

(10) "Mobile home park," "manufactured housing community," or "manufactured/mobile home community" means any real property which is rented or held out for rent to others for the placement of two or more mobile homes, manufactured homes, or park models 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;

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

See also, Slip. Op. 9. These definitions are given context elsewhere in MHLTA, such as RCW § 59.20.080(3), which treats distinctly "mobile homes, manufactured homes, park models, and recreational vehicles used as a primary residence from a mobile home park".

RV Park contains no mobile home lots. Applying unchallenged facts to the definition of Mobile Home Lot results in affirming the ALJ. Here, the ALJ found that there are no exclusive lots at RV Park. FF 4.8. AR 858. Substantial evidence supports Finding 4.8, the ALJ cited eight

testimony items. Finding 4.8 went substantially[1] unchallenged by Allen and Mobile Home Program. Therefore, RV Park contains no lots, no "exclusive lots" and no "mobile home lots". RCW § 59.20.030(9). The absence of mobile home lots at RV Park ripples through the other relevant MHLTA definitions and eviscerates the Notice of Violation.

Applying unchallenged findings of fact concerning Mr. Shinkle to the definition of "Park Model" results in affirming the ALJ. Here, the ALJ entered six findings of fact concerning Mr. Shinkle. AR 862. Substantial evidence supports Findings 4.41-.46, the ALJ cited seventeen testimony items. AR 862. Findings 4.41-.46 went totally unchallenged by Allen and Mobile Home Program and are verities on appeal. Mr. Shinkle further testified at hearing:

> **Q. The question was, you don't live in a park model, do you?**
> A. No.

Shinkle Testimony. AR 1062. Division II correctly points out that to be a mobile home park, RV Park must have two or more park models. *Slip Op.* 17. It is undisputed that Ms. Allen's former trailer was a park model, because of its design characteristics. Division II's conclusion that two park models existed at RV Park finds no support in the unchallenged

[1] Allen assigned error to Finding 4.8, but "Allen fails to provide legal argument or support for these assignments of error. Therefore, we do not consider these claims of error". *Slip Op.* 13 n. 5. To the extent Mobile Home Program can sue itself, it did not assign *any* errors to the findings of the ALJ.

factual record. In addition to Ms. Allen's undisputed park model, Division II examined the testimony of trial witness Ed Shinkle, and re-wrote unchallenged findings of fact and Mr. Shinkle's clear testimony, ruled that Mr. Shinkle lived in a park model despite Mr. Shinkle expressly testifying he did not, and then added Ms. Allen's park model and Mr. Shinkle's purported park model together to arrive at two park models. *Slip Op*. 16-17. Division II inexplicably ignored Finding 4.42[2], which states that Mr. Shinkle disposed of his trailer and procured a new trailer just three days before the hearing. *Slip Op.* 16, AR 862. Division II therefore focused on the installation and circumstances of a trailer that no longer existed at RV Park at the time of trial. Division II did not consider any other tenants'[3] circumstances in applying the MHLTA, the Opinion merely added Mr. Allen park model and Mr. Shinkle's incorrect, purported "park model" together and arrived at two park models. *Slip Op.* 17. Division II concluded that the presence of two park models results in mobile home park, despite the lack of exclusive lots. *Id.*

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[2] 4.42. Mr. Shinkle owns his unit, which is a 40-foot travel trailer. Testimony of Shinkle. Approximately three days before this hearing Mr. Shinkle installed a different travel trailer than the one photographed as Exhibits 19-21. Testimony of Shinkle. The landscaping in those photographs remains. Testimony of Shinkle.

[3] In note 7, Division II notes that Mr. Niquette testified he lived in a park model. *Slip Op.* 16. While true, on cross examination and re-direct, Mr. Niquette changed his testimony twice on the same transcript page as well as later, and then testified he did not intend to permanently or semi permanently install the trailer. AR 1034, 1044. 1051. The ALJ found Mr. Niquette lives in a travel trailer and that finding went totally unchallenged. FF 4.35, AR 861.

Division II's re-write of the Shinkle testimony substantially ran afoul the APA standard of review. "[R]eview is deferential". *Schofield v. Spokane Cty*., 96 Wn. App. 581, 586, 980 P.2d 277, 280 (1999). Evidence will be viewed in the light most favorable to "the party who prevailed in the highest forum that exercised fact finding authority, a process that necessarily entails acceptance of the factfinder's views regarding the credibility of witnesses and the weight to be given reasonable but competing inferences." *City of Univ. Place v. McGuire*, 144 Wn.2d 640, 652-53, 30 P.3d 453, 459 (2001); citing *State ex rel. Lige & Wm. B. Dickson Co. v. County of Pierce*, 65 Wn. App. 614, 618, 829 P.2d 217 (1992). "Our deferential review requires us to ask only whether substantial evidence in the record supports the hearing examiner's factual determinations". *Citizens to Preserve Pioneer Park, L.L.C. v. City of Mercer Island*, 106 Wn. App. 461, 473-74, 24 P.3d 1079 (Div. 1, 2001). "We will not substitute our judgment for that of the agency regarding witness credibility or the weight of evidence". *Callecod*, 84 Wn. App. at 676 n.9.

Putting the numerous verities into the relevant definitions only results in affirming the agency Order. Division II expressly recognized the infirmities of the APA Petitions for review but did not follow through and apply the numerous verities to the law. *See Generally, Allen Br. to*

Super Ct. CP 37-80. *Narrows*, (Div. 2, 2017 No. 47766-1-II; Slip. Op. 8.); *citing Cowiche Canyon Conservancy v. Bosley*, 118 Wn.2d 801, 809, 828 P.2d 549 (1992), *Slip Op.* 13 n. 5. To the extent the Attorney General may appeal (rather than defend) its own agency Order, Mobile Home Program failed to designate *any* findings of fact for review. The Superior Court Petitioners left completely intact all sixty-four other labelled other findings of fact, and all findings of fact labelled as conclusions of law - from which the OAH legal conclusions result. The Agency Order was not properly challenged on appeal and must be affirmed. Review is merited because the Division II Opinion conflicts with standard of review contained in numerous decisions of this Court, the Court of Appeals, and the resultant error of law raises an issue of public importance.

B. This Court should grant review of the Decision overturning sixty-four unchallenged findings of fact in this Administrative Procedures Act appeal and failing to grant due deference to the final agency Order.

Washington's APA permits an agency to designate an Office of Administrative Hearing ALJ as the presiding officer authorized to make a final decision and enter a final order. RCW 34.05.425(1)(b)[4]. "Although the HLJ is an administrative law judge, she is also the agency's final decision maker…." *DaVita, Inc. v. Washington State Dep't of Health*, 137 Wash.

[4] RCW 59.30.040(10)(c). The order of the administrative law judge constitutes the final agency order of the attorney general and may be appealed to the superior court under chapter 34.05 RCW.

App. 174, 183, 151 P.3d 1095, 1100 (Div. 2, 2007)**Error! Bookmark not defined.** "…[C]lassifying the HLJ as the "agency" makes sense in this context. As the designee with the authority to make final decisions, she is the officer charged with exercising the agency's discretion. Thus, in this context, she decides how to apply the agency's expertise to evaluate the evidence. She is, after all, the one evaluating the evidence". *Id*. Here, the legislature has established the same delegation described in RCW 34.05.425(1) and *Davita*[5]. Therefore, the OAH Order of November 9, 2015 constitutes the final order of the Attorney General Mobile Home Dispute Resolution Program, which is charged with interpreting and enforcing MHLTA. *See generally*, RCW Ch, 59.30.

Division II did not afford the great weight due to the agency Order's legal interpretation of the MHLTA. Where an agency statute requires an agency administer and enforce the statute, the agency's interpretation of an ambiguous statue is accorded "great weight" in determining legislative intent. *Waste Management of Seattle, Inc. v. Utilities & Transp. Comm'n*, 123 Wash.2d 621, 628, 869 P.2d 1034 (1994). Each tribunal, including the OAH, finds MHLTA warrants construction. *Slip Op.* 10, AR 868. Where the agency delegates decision making to an administrative tribunal, that tribunal renders the agency's

final decision that is afforded great weight. *DaVita, Inc. v. Washington State Dep't of Health*, 137 Wn.App. 174, 183, 151 P.3d 1095 (Div. 2, 2007).

Division II's pure de novo review of the Agency Order and resort to dictionary definitions in lieu of affording the Agency Order great (or any) weight on review under the APA merits discretionary review because the treatment conflicts with standard of review contained in numerous decisions of this Court, the Court of Appeals, and the resultant error of law raises an issue of public importance. *Slip Op.* 14-15.

C. This Court should grant review because the Legislature recognizes recreational vehicles occupied as a primary residence as distinct from park models.

As described above, Division II omitted the important construction directives to give great weight to agency interpretation. The statutory analysis that Division II did conduct avoided the import of RCW § 59.12.080(3), where the legislature expressly acknowledged that RVs occupied as a primary residence are different than both park models and recreational vehicles as defined under MHLTA:

> (3) Chapters 59.12 and 59.18 RCW govern the eviction of **recreational vehicles, as defined in RCW 59.20.030**, from mobile home parks. This chapter governs the eviction of mobile homes, manufactured homes, **park models**, and **recreational vehicles used as a primary residence** from a mobile home park.

At best, the purported testimony shows recreational vehicles occupied as a primary residence, which is different than a park model or RV as defined in RCW 59.20.030, i.e. an RV used as a second home. No gather of RVs used as a primary residence results in MHLTA application. Review is merited given the large number of living situations this case affects.

D. Does applying the Mobile Home Landlord Tenant to a trailer court recreational vehicle park carry out the Legislature's express policy behind the Mobile Home Landlord Tenant Act and the Mobile Home Dispute Resolution Program.

The situation at RV Park does not fall within the legislature's express policy behind the MHLTA and mobile home program. RCW 59.30.010. MHLTA exists to that people do not lose their substantial investments in mobile homes, which cost about ten thousand dollars to relocate. RV Park does not exert such leverage over its tenants, whom are able to pack up and leave in minutes. "The legislature finds that there are factors unique to the relationship between a manufactured/mobile home tenant and a manufactured/mobile home community landlord. Once occupancy has commenced, the difficulty and expense in moving and relocating a manufactured/mobile home can affect the operation of market forces and lead to an inequality of the bargaining position of the parties". RCW § 59.30.010(1). *Accord* Rory O'Sullivan & Gabe Medrash, *Creating*

Workable Protections for Manufactured Home Owners: Evictions, Foreclosures, and the Homestead, 49 Gonz. L. Rev. 285, 290 (2014).

On the other hand, Recreational Vehicles are designed to be extremely easy to move and relocate. RV Park tenants all described being able to leave their plots in fifteen minutes to two hours. AR 390, 157, 212, 869. Review is merited to effectuate the legislature's intent and large number of living situations this case affects.

E. Has the Attorney General violated Dan and Bill's RV Park's due process rights by appealing its own final administrative order rather than defending the Order.

The OAH Order of November 9, 2015 constitutes the final order of the Attorney General. "The commitments of the attorney general and his assistants are binding upon the state." *Eastvold v. Superior Court for Snohomish Cty*, 48 Wn.2d 417, 424, 294 P.2d 418 (1956) *citing* RCW 43.10.030. Here, the Attorney General issued a "final order": "The order of the administrative law judge constitutes the final agency order of the attorney general and may be appealed to the superior court under chapter 34.05 RCW." RCW 59.30.040(10)(c). The Attorney General is therefore enjoined to defend that final Order. RCW 43.10.030. *Goldmark v. McKenna*, 172 Wn.2d 568, 578, 259 P.3d 1095 (2011)**Error! Bookmark not defined.**.

Without legislative authorization, agencies cannot be "aggrieved" by their own orders, and cannot appeal their own final Orders, even when those orders are issued by an administrative law judge. *Aloha Lumber Corp. v. Dep't of Labor & Indus*., 77 Wash. 2d 763, 774, 466 P.2d 151 (1970). No statutory provision gives Mobile Home Program the right to appeal its own final order that reverses Mobile Home Program staffers. The Supreme Court of the United States expressly holds that agencies acting in their governmental capacity lack standing to appeal under the Federal APA. *Dir., Office of Workers' Comp. Programs, Dep't of Labor v. Newport News Shipbuilding & Dry Dock Co*., 514 U.S. 122, 127, 115 S. Ct. 1278, 1284, 131 L. Ed. 2d 160 (1995).

Here, RV park expended significant time and resources securing a favorable agency Order. The Attorney General's decision to appeal its own final order placed RV Park in the substantively untenable position of defending the Attorney General's own decision, against the Attorney General. The Attorney General's posture merits review as an issue of public importance and due to conflict with opinions of this Court and the United States Supreme Court.

F. Did the Attorney General violate Dan and Bill's RV Park privacy rights guaranteed by the United States Constitution by attending and inspecting the Premises without first seeking a search warrant.

The protections of the U.S. Constitution Fourth Amendment and article I, section 7 of the Washington Constitution extend to administrative and regulatory searches[6]. *Camara v. Municipal Court*, 387 U.S. 523, 523-32, 87 S. Ct. 1727, 1727-33, 18 L. Ed. 2d 930, 930-38 (1967). As a general rule, warrantless searches and seizures are per se unreasonable. *State v. Hendrickson*, 129 Wn.2d 61, 70, 917 P.2d 563 (1996). Washington Constitution Art. 1, Sec. 7 is explicitly broader than the US Constitution's 4th Amendment, and "clearly recognizes an individual's right to privacy with no express limitations." *State v. Ladson*, 138 Wn.2d 343, 348, 979 P.2d 833, 838 (1999)(citations omitted).

Mere inspection authority under RCW § 59.30.040 without time, scope and place restrictions is not a warrant substitute. *Washington Massage Found. v. Nelson*, 87 Wash. 2d 948, 952-53, 558 P.2d 231, 234-35 (1976). Division I recently affirmed *Washington Massage Found.*, and reviewed the law surrounding legitimate, legislative, warrantless searches. *Seymour v. Washington State Dep't of Health, Dental Quality Assur. Comm'n*, 152 Wash. App. 156, 166-67, 216 P.3d 1039, 1044-45 (Div. 1, 2009). RV Park timely objected to all the "evidence" below as fruits of an unwarranted

[6] *See* Justice Charles W. Johnson, Article, Survey of Washington Search and Seizure Law: 1998 Update, 22 Seattle U. L. Rev. 337, 529-533 (1998).

search. The warrantless gathering of evidence presents constitutional issues that merit review.

G. Division II's Remand is unduly broad, most or all of the issues in this appeal are abandoned, mooted by the Complainant's death, or both.

Division II affirmed dismissal of Issue Number 1, did Dan & Bill's RV Park violate chapter 59.20 RCW by failing to provide a written agreement? AR 855. Even if MHLTA applied, Division II expressly ruled that RV Park *did* provide a written agreement. *Slip Op.* 19 ("First, there is a rental agreement".) Similarly, Division II affirmed dismissal of the corrective action 4.1 – give Ms. Allen a rental agreement - in the Notice of Violation. AR 10. Further, Ms. Allen is dead and cannot have a rental agreement now, this issue is moot. Remand on issue 1 and Correction 4.1 is unwarranted.

Mobile Home Program abandoned Issue Number 3, did Dan & Bill's RV Park violate Chapter 59.20 RCW by failing to comply with Pierce County codes and variances. AR 855. The ALJ suppressed the purported evidence upon which mobile home program based this allegation, which was outside Ms. Allen's Complaint. Neither Ms. Allen nor Mobile Home Program assigned error to or briefed this issue before the Superior Court or Division II. Most importantly, concurrently with the trial, Pierce County initiated a code enforcement matter against RV Park for operating

in violation of Pierce County Code. The Superior Court dismissed the code enforcement and the County did not appeal. Appendix 5. Similarly, NOV corrective action 4.3 is has been abandoned and mooted. Remand on Issue 3 and correction 4.3 is inappropriate.

Mobile Home Program abandoned Issue Number 4, did Dan & Bill's RV Park violate Chapter 59.20 by failing to register as a manufactured/mobile home community the Department of Revenue. AR 855. This issue was outside Ms. Allen's Complaint. The requirement to register is located in a different chapter, at RCW § 59.30.060. The ALJ correctly concluded that Mobile Home Program is not a roving tax collection agent for DOR, and neither other party briefed this issue before the Superior Court or Division II. Similarly, NOV corrective action 4.3 is abandoned and therefore affirmed. Remand on Issue 4 and correction 4.4 is inappropriate.

Correction 4.5, a threatened penalty for failing to comply with ALL the other corrective measures, which are now mostly abandoned, mooted, affirmed and therefore dismissed with finality for reasons set forth herein, is now moot. RV Park cannot comply with corrections that do not apply, have been dismissed or are moot.

This leaves for remand: whether RV Park illegally increased rent $20-$30 and should refund the money. RV Park believes that less than $300 is

at stake on remand. For these reasons, Division II's unduly broad remand order that even encompasses issues for which Division II *expressly affirmed dismissal* on the MHLTA merits requires review.

VII. CONCLUSION

For the above reasons, review should be granted.

DATED this 9th day of August 2019.

GOODSTEIN LAW GROUP PLLC

s/Seth S. Goodstein
Seth S. Goodstein, WSBA #45091
Attorneys for Petitioner

CERTIFICATE OF SERVICE

The undersigned certifies under the penalty of perjury under the laws of the State of Washington that I am now and at all times herein mentioned a resident of the State of Washington, over the age of eighteen years, not a party to or interested in the above-entitled action, and competent to be a witness herein.

On the date given below, I caused to be served the foregoing document on the following persons and in the manner listed below:

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DATED this 9th day of August 2019, at Tacoma, Washington.

s/Seth S. Goodstein
Seth S. Goodstein

Filed
Washington State
Court of Appeals
Division Two

October 16, 2018

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

DIVISION II

EDNA ALLEN, an individual, and MANUFACTURED HOUSING DISPUTE RESOLUTION PROGRAM, WASHINGTON STATE ATTORNEY GENERAL'S OFFICE, Respondents, v. DAN AND BILL'S RV PARK, Appellant.	No. 49836-7-II PUBLISHED OPINION

LEE, J. — This appeal concerns the statutory interpretation of "park model" under the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA). " 'Park model' means a recreational vehicle intended for permanent or semi-permanent installation and is used as a primary residence[.]" RCW 59.20.030(14). The MHTLA applies only to mobile home parks containing two or more park models.

Edna Allen filed a complaint against Dan and Bill's RV Park (the Park) with the Manufactured Housing Dispute Resolution Program (the Program),[1] alleging that the Park violated

[1] The Manufactured Housing Dispute Resolution Program is created by statute and administered by the Attorney General's Office. RCW 59.30.030(1). The program has the authority to "[p]erform dispute resolution activities, including investigations, negotiations, determinations of violations, and imposition of fines or other penalties[.]" RCW 59.30.030(3)(d).

the MHTLA by failing to provide her with a written rental agreement and improperly raising her rent. After investigating, the Program notified the Park that it had violated the MHLTA. The Park disputed that it was a mobile home park subject to the MHTLA.

The matter proceeded to a hearing before the Office of Administrative Hearings (OAH). The OAH determined that the MHLTA did not apply to the Park because the Park contained only one "park model" and, therefore, was not a mobile home park. The Program and Allen appealed the OAH decision to the superior court. The superior court concluded that the MHLTA applied to the Park because it was a mobile home park containing two or more "park models," and reversed the OAH decision. The Park appeals the superior court's order reversing the OAH decision.

We hold that the OAH erred in (1) construing the definition of "park model," (2) concluding that the Park contained only one "park model," (3) concluding that the Park is not a mobile home park, and (4) concluding that the Park is not subject to the MHLTA. We also hold that the superior court erred in awarding attorney fees to Allen.[2] Accordingly, we reverse the OAH order and the superior court order on attorney fees, and remand to the OAH for further proceedings consistent with this opinion.

FACTS

A. THE PARK AND ALLEN

Dan Haugsness owns the Park, which is located in Puyallup, Washington. At the time of Allen's complaint, the Park rented space to people with different types of trailers and motorhomes.

[2] We decline to address the Park's argument regarding the Program's standing to appeal because the claims that the Program raises are also raised by Allen. We also decline to address the Park's argument that this case is moot because the Park fails to provide legal authority or support for this argument. RAP 10.3(a)(6); *Cowiche Canyon Conservancy v. Bosley*, 118 Wn.2d 801, 809, 828 P.2d 549 (1992).

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No one rented a specific lot or space, but the residents occupied allotted spaces for years. The Park did not provide residents with a rental agreement. Instead, they were provided with a copy of the Park rules.

In January 2014, Allen was given a trailer located in the Park and began living in the trailer. Haugsness told Allen that the trailer was permanent and that she could build onto the trailer. Allen did not receive a written rental agreement when she moved in. Allen asked for a written rental agreement multiple times, but the Park never gave her one.

Allen received a set of the Park rules. The rules discussed the payment of rent and set out certain restrictions within the Park. The rules stated, in part, "Sites shall be free and clear of debris at all times; trailers and RV's shall be maintained in good repair." Administrative Record (AR) at 19. The rules also stated, "Due to the small size of each a[l]lotted space at [the Park], everyone needs to respect each other[']s privacy and property." AR at 19.

In April 2014, Haugsness orally told Allen that her rent would increase by $20 beginning the following month. Allen asked Haugsness where her notice was and he told her that he was giving her notice then. Haugsness returned later that same day and provided Allen with written notice of the increase to start the next month. Allen began paying the increased rent the next month.

B. COMPLAINT AND INVESTIGATION

In May 2014, Allen filed a request for dispute resolution with the Program, asserting that the Park failed to provide her with a written rental agreement and improperly raised her rent. The Program conducted an investigation and found that the Park violated the MHLTA by failing to

provide Allen a written rental agreement and improperly raising her rent. The Program issued a notice of violation to the Park later that year. The Park appealed the notice of violation.

In February 2015, the Park gave Allen written notice that her rent would increase by an additional $10 beginning in April. The Program later issued a cease and desist order against the Park to stop increasing Allen's rent in violation of the MHLTA. The Park appealed the cease and desist order.

C. ADMINISTRATIVE HEARING

The OAH consolidated the two appeals and held a hearing. At the hearing, testimony was presented by Allen, Haugsness, and other residents of the Park.

Allen testified about her trailer and the events that led to her complaint. Allen testified that she had lived in her trailer in the Park since January 2014 and that she intended to live in the Park permanently. Her trailer had two bedrooms, no holding tank, and was hooked up to the Park's septic system. The septic was hooked up with a hard pipe, not a flex hose. The trailer did not have a generator and had to be plugged in to have electricity. Allen's trailer had wheels and a tow bar, but it did not have a license plate or tabs. The trailer sat on cinder blocks and did not have jacks.

Barbara Hamrick testified that she had lived in the Park since 2003. Hamrick had talked to Haugsness about how long she would be living in the Park and she told him that she would probably die there. Hamrick had signed a rental agreement to rent month to month. Hamrick lived in an RV trailer with wheels and a trailer attachment. Her trailer was licensed for the road. Hamrick moved her trailer at least twice a year because of flooding. It took about two hours for Hamrick to move. When Hamrick moved her trailer, she had to unplug the electric plug-in, unhook the cable television and sewer, and take the blocks and jacks down.

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Matthew Niquette testified that he had lived in the Park on and off for five years. Niquette had no plans to move out of the Park. Niquette lived in a travel trailer. His trailer plugged into the Park's electricity, but it was not hard wired. The trailer's septic was connected with a flex hose. Niquette only moved his trailer if there was flooding. It took about 40 minutes to prepare to move his travel trailer. To move, Niquette had to hitch his travel trailer to his truck, drop the jacks, and unplug the power and the septic. Niquette had a deck that was not attached to his trailer. The tabs on his trailer were expired, but he could get a three-day permit to move the trailer on the road.

Edward Shinkle, II, testified that he had moved back into the Park in 2010 and had lived there for about five years. Shinkle did not have plans to leave the Park. Since his return in 2010, he had not moved his trailer even when there were threats of flooding. Shinkle had changed out the trailer that he lived in three days before he testified, but he had no plans to move his trailer. If Shinkle had to move, he could be on the road in an hour or two. If Shinkle were to leave, he would have to clear the area around the trailer, wheels, and anything underneath. He would then need to unplug the power, sewer, and water. Shinkle had built a rock wall and planted flowers around his trailer. Shinkle also had a small deck that was not attached to his trailer. Shinkle had a license plate on his trailer, but his tabs were not current.

Roy Bordenik testified that he had lived in the Park for nine years. Bordenik lived in a motorhome and had no plans to move out of the Park. Bordenik's motorhome had a self-contained generator and a holding tank for water. Bordenik maintained the grass around his motorhome. Bordenik had a small deck that was not attached. Bordenik left the Park several times a year for a

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couple of days. To leave, Bordenik had to unplug his power cord, undo his sewer and water hoses, and then drive away. This process took about 15 to 20 minutes.

Michael Dewey testified that he lived in a motorhome in the Park. It would take about 15 minutes to move his motorhome. Dewey had a little fence around his motorhome, but it was removable. The fence slipped into cement blocks on the ground.

Haugsness testified that he has owned the Park property since 1966. The Park is located in a flood plain. No one rented a specific space or lot of the Park and people move around. The individual trailers in the Park were assigned numbers for identification and mailing purposes. The Park has the same hookups for electricity, water, and sewage as a state park.

D. ADMINISTRATIVE DECISION

The OAH determined that because the Park contained only one "park model," it was not a mobile home park as defined by the MHLTA and, therefore, was not subject to the MHLTA. The OAH noted that a " 'park model' is 'a recreational vehicle intended for permanent or semi-permanent installation *and* is used as a primary residence.' " AR at 868. The OAH also noted that a " 'recreational vehicle' . . . 'is not occupied as a primary residence, *and* is not immobilized or permanently affixed to a mobile home lot.' " AR at 868 (emphasis in original). In construing the definitions of "park model" and "recreational vehicle," the OAH stated that "immobilized" and "permanently affixed" in the definition of "recreational vehicle" described "semi-permanent" and "permanent installation," respectively. AR at 868-69.

Applying this construction of "park model," the OAH concluded that Allen's trailer was a "park model," noting it sat on cinder blocks, was immobile in its present state, and thus, was semi-permanently installed. AR at 869. The OAH also concluded that the other units in the Park were

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not "park models" because they were not permanently or semi-permanently installed. AR at 869. The OAH, therefore, concluded that because the Park was not a mobile home park subject to the MHLTA, the Park did not violate the MHLTA.

Allen and the Program appealed to the superior court.

E. SUPERIOR COURT HEARING

On appeal, the superior court concluded that the Park contained two or more park models and, therefore, was a mobile home park subject to the MHLTA. The superior court reversed the OAH decision and remanded to the OAH for further proceedings.

The superior court further concluded that Allen was a prevailing party and entitled to attorney fees under RCW 59.20.110.[3] The superior court ordered that the Park pay attorney fees in the amount of $41,655.25 to Allen.

The Park appeals.

ANALYSIS

A. THE WASHINGTON ADMINISTRATIVE PROCEDURES ACT

The Washington Administrative Procedures Act (APA) governs our review in this case. RCW 59.30.040(10). A reviewing court may reverse an administrative order if the order involves an error in interpreting or applying the law, the order is not supported by substantial evidence, or the order is arbitrary or capricious. RCW 34.05.570(3)(d), (e), (i). " 'We sit in the same position as the superior court and apply the APA to the administrative record.' " *Narrows Real Estate, Inc.*

[3] RCW 59.20.110 provides, "In any action arising out of [chapter 59.20 RCW], the prevailing party shall be entitled to reasonable attorney's fees and costs."

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v. Mfd./Mobile Home Dispute Resolution Program, 199 Wn. App. 842, 852, 401 P.3d 346 (2017) (quoting *Cornelius v. Dep't of Ecology*, 182 Wn.2d 574, 585, 344 P.3d 199 (2015)).

B. STATUTORY CONSTRUCTION OF "PARK MODEL"

Allen argues that the OAH erred in construing the definition of "park model" under the MHLTA. We agree.

1. Legal Principles

We review issues of statutory construction de novo. *Clark County Pub. Util. Dist. No. 1 v. Dep't of Revenue*, 153 Wn. App. 737, 747, 222 P.3d 1232 (2009). In interpreting a statute, our fundamental obligation is to give effect to the legislature's intent. *Id*. When the statute's meaning is plain on its face, we give effect to the plain meaning of the statute as an expression of legislative intent. *Id*. When possible, we do not interpret statutes in a manner that renders any portion of the statute superfluous or meaningless. *Whatcom County v. City of Bellingham*, 128 Wn.2d 537, 546, 909 P.2d 1303 (1996).

We presume that the legislature enacts laws with knowledge of existing laws. *Maziar v. Dep't of Corr.*, 183 Wn.2d 84, 88, 349 P.3d 826 (2015). "Where two statutes are in apparent conflict, we reconcile them, if possible, so that each may be given effect." *City of Lakewood v. Pierce County*, 106 Wn. App. 63, 71, 23 P.3d (2001). "Statutes must be read together to achieve a 'harmonious total statutory scheme . . . which maintains the integrity of the respective statutes.' " *Id*. (quoting *State v. O'Neill*, 103 Wn.2d 853, 862, 700 P.2d 711 (1985)). "When resolving a conflict between two statutes, we must look at the statutory context as a whole to give effect to the intent underlying the legislation." *Servais v. Port of Bellingham*, 72 Wn. App. 183, 192, 864 P.2d 4 (1993), *aff'd*, 127 Wn.2d 820 (1995).

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2. Applicable Provisions in the MHLTA

The MHLTA was enacted to

> 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, mobile home park cooperative, or mobile home park subdivision, where the tenant has no ownership interest in the property or in the association which owns the property, 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 any conflict with any provision of [the MHLTA].

RCW 59.20.040.

Under the MHLTA, a "mobile home lot" is defined as

> a portion of a mobile home park or manufactured housing community designated as the location of one mobile home, manufactured home, or park model and its accessory buildings, and intended for the exclusive use as a primary residence by the occupants of that mobile home, manufactured home, or park model[.]

RCW 59.20.030(9).

A "mobile home park" is defined as

> any real property which is rented or held out for rent to others for the placement of two or more mobile homes, manufactured homes, or park models 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[.]

RCW 59.20.030(10).

In 1993, the legislature added a definition for "recreational vehicle" to the MHLTA. Laws of 1993 ch. 66, §15. "Recreational vehicle" is defined as

> a travel trailer, motor home, truck camper, or camping trailer that is primarily designed and used as temporary living quarters, is either self-propelled or mounted on or drawn by another vehicle, is transient, is not occupied as a primary residence, and is not immobilized or permanently affixed to a mobile home lot[.]

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RCW 59.20.030(17).

In 1999, the legislature added a definition for "park model." Laws of 1999, ch. 359, §2. "Park model" was defined as "a recreational vehicle intended for permanent or semi-permanent installation and habitation." Laws of 1999, ch. 359, §2. The legislature amended this definition in 2003, replacing the phrase "and habitation" with "and is used as a primary residence." Hence, the applicable definition of "park model" is "a recreational vehicle intended for permanent or semi-permanent installation and is used as a primary residence." Laws of 2003, ch. 127, §1; RCW 59.20.030(14).

3. Statutory Interpretation of "Park Model"

a. Harmonizing "Recreational Vehicle" and "Park Model"

Here, the definition of "recreational vehicle" conflicts with the usage of the term in the definition of "park model." Specifically, a park model is defined as a "recreational vehicle" used as a primary residence, but a "recreational vehicle" is specifically defined as a unit that is *not* occupied as a primary residence.

But when interpreting a statute,

> we are obliged to construe the enactment as a whole, and to give effect to *all* language used. Every provision must be viewed in relation to other provisions and harmonized if at all possible. Preference is given a more specific statute *only* if the two statutes deal with the same subject matter and conflict to such an extent that they cannot be harmonized.

Omega Nat'l Ins. Co. v. Marquardt, 115 Wn.2d 416, 425, 799 P. 2d 235 (1990) (footnotes omitted).

When the legislature added to the MHLTA a definition of "park model" by using the term "recreational vehicle" in its definition, the MHLTA already included a separate definition of

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"recreational vehicle." Specifically, at the time the legislature added the definition for "park model," "recreational vehicle" was defined as a type of vehicle "used as temporary living quarters . . . is transient, is not occupied as a primary residence, and is not immobilized or permanently affixed to a mobile home lot[.]" RCW 59.20.030(17). Despite this definition, the legislature has defined "park model" as "a recreational vehicle intended for permanent or semi-permanent installation and is used as a primary residence[.]" RCW 59.20.030(14). These two definitions conflict: the definition of "recreational vehicle" describes a type of vehicle that is temporarily used as living quarters, while the recreational vehicle used in the definition of "park model" describes using the recreational vehicle in a permanent or semi-permanent situation as a primary residence. However, this conflict can be harmonized.

The legislature is presumed to know how it defined a "recreational vehicle" at the time it added a definition of "park model" to the MHLTA. *See Maziar*, 183 Wn.2d at 88. Also, a comparison of the enactment dates of the definitional statutes and reading each statute in relation to the others may provide a reasonable basis upon which legislative intent can be determined. *In re Estate of Kerr*, 134 Wn.2d 328, 337, 949 P.2d 810 (1998). In harmonizing the two definitions, the statutes can be read together as a "recreational vehicle" being a type of vehicle that is temporarily used as living quarters, but when the recreational vehicle is intended for permanent or semi-permanent installation and is used as a primary residence, it is considered a "park model."

The Park acknowledges that the MHLTA specifies that there is a difference between recreational vehicles defined in RCW 59.20.030(17) and recreational vehicles occupied as primary residences, citing RCW 59.20.080(3). RCW 59.20.080(3) provides,

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> Chapters 59.12 and 59.18 RCW govern the eviction of recreational vehicles, as defined in RCW 59.20.030, from mobile home parks. This chapter governs the eviction of mobile homes, manufactured homes, park models, and recreational vehicles used as a primary residence from a mobile home park.

The plain language of RCW 59.20.080(3) shows the legislature recognized the potential different uses of a "recreational vehicle" in the MHLTA. For example, the statute specifically recognizes the existence of recreational vehicles used as primary residences in mobile home parks, which is a use different from a "recreational vehicle" used as temporary living quarters as defined in RCW 59.20.030(17). As a result, chapters 59.12 and 59.18 RCW govern the eviction of recreational vehicles as defined by RCW 59.20.030(17), and chapter 59.20 RCW governs the eviction of recreational vehicles that constitute a "park model" and recreational vehicles that do not constitute "park models" but are used as a primary residence.[4]

b. The Park's arguments

The Park argues that we have already defined "park model" in *Brotherton v. Jefferson County*, 160 Wn. App. 699, 249 P.3d 666 (2011). In *Brotherton*, the court stated in a footnote,

> Park model RVs are manufactured dwellings designed to be towed to sites such as mobile home parks to serve as full or part-time residences. Unlike other RVs, they lack self-contained holding tanks and require a sewer connection or external method of waste disposal.

160 Wn. App. at 701 n.1. However, the *Brotherton* court did not define "park model" in the context of RCW 59.20.030. Because the *Brotherton* court did not rely on the definition of "park

[4] Allen also argues that the OAH failed to sufficiently consider the legislative hearing records supporting the plain and ordinary meaning of "park model" understood among the various MHLTA stakeholders. However, the hearing records only evidence the stakeholder's understanding and application of the MHLTA, not the actual intent of the legislature.

model" in the context of RCW 59.20.030 in its analysis or holding, the Park's reliance on *Brotherton* is misplaced. Therefore, the Park's argument is unpersuasive.

The Park also argues that (1) the legislature has recognized that "park models" require permits for installation under RCW 36.01.220 and RCW 35.21.897; and (2) "park models" may become real property for taxation purposes under RCW 82.50.530, but travel trailers and recreational vehicles cannot become real property. However, requiring permits for installation of "park models" does not conflict with the definition of "park model" as construed in Section B.3. Moreover, travel trailers and recreational vehicles can become real property for taxation purposes "by virtue of its being permanently sited in location and placed on a foundation of either posts or blocks with connections with sewer, water, or other utilities" and is on property that is owned by the owner of the trailer. RCW 82.50.530. Therefore, the Park's argument fails.

C. CONCLUSIONS OF LAW

Allen argues that the OAH erred when it concluded that the Park contained only one "park model," the Park was not a mobile home park under the MHLTA, and the Park was not subject to the MHLTA.[5] We agree.

[5] Allen assigns error to a number of the OAH's findings of fact, including that (1) no one rents a specific lot in the Park; (2) the Park requires all residents to be ready to move any time; (3) none of the units have anything permanently attached to them, by order of the landlord and in compliance with county code; (4) none of the units are hardwired for electricity or plumbed for septic and water; and (5) Mr. Bordenik's mobile home is not permanently installed at the Park and he has no intention of permanently installing it. However, Allen fails to provide legal argument or support for these assignments of error. Therefore, we do not consider these claims of error. RAP 10.3(a)(6); *Cowiche Canyon*, 118 Wn.2d at 809. As a result, the OAH's findings are verities on appeal. *Galvis v. Dep't of Transp.*, 140 Wn. App. 693, 709, 167 P.3d 584 (2007) *review denied*, 163 Wn.2d 1041 (2008).

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We review an agency's conclusions of law de novo, including whether the findings of fact support the conclusions of law. *Galvis v. Dep't of Transp.*, 140 Wn. App. 693, 708, 167 P.3d 584 (2007) *review denied*, 163 Wn.2d 1041 (2008); *Hickethier v. Dep't of Licensing*, 159 Wn. App. 203, 210, 244 P.3d 1010 (2011). For "mixed questions of law and fact, we determine the law independently and then apply the law to the facts as found by the agency." *Galvis*, 140 Wn. App. at 709. We treat unchallenged findings of fact as verities on appeal. *Id.* "Statements of fact included within conclusions of law will be treated as findings of fact." *Kunkel v. Meridian Oil, Inc.*, 114 Wn.2d 896, 903, 792 P.2d 1254 (1990). To give undefined terms meaning, we may look to dictionary definitions. *LaCoursiere v. CamWest Dev., Inc.*, 181 Wn.2d 734, 741-42, 339 P.3d 963 (2014).

1. Number of "Park Models"

Allen argues that the OAH erred by improperly importing the phrases from the definition of "recreational vehicle" into the definition of "park model" to define "semi-permanent installation" to mean "immobilized" and "permanent installation" to mean "permanently affixed." AR at 868-69. Allen also argues that the OAH further erred by concluding that the Park only contained one "park model."[6] We agree.

Under the MHLTA, "park model" is defined as "a recreational vehicle intended for permanent or semi-permanent installation and is used as a primary residence." RCW 59.20.030(14). Neither the terms "permanent," "semi-permanent," nor "installation" are defined

[6] Allen also argues that the OAH's conclusion was arbitrary and capricious. However, Allen fails to provide any argument, legal authority, or support for this claim beyond stating that such a conclusion provides grounds for relief. Therefore, we decline to address this claim. RAP 10.3(a)(6); *Cowiche Canyon*, 118 Wn.2d at 809.

in the statute. Because the terms are not defined in the statute, we look to their dictionary definitions. *See LaCoursiere*, 181 Wn.2d at 741-42.

The dictionary defines "permanent" as "continuing or enduring (as in the same state, status, place) without fundamental or marked change . . . fixed or intended to be fixed." WEBSTER'S THIRD NEW INTERNATIONAL DICTIONARY 1683 (1969). "Semi-permanent" is defined as "permanent in some respects," "partly permanent," "lasting for an indefinite time," and "virtually permanent." WEBSTER'S THIRD NEW INTERNATIONAL DICTIONARY 2064 (1969). "Installation" means "setting up or placing in position for service or use." WEBSTER'S THIRD NEW INTERNATIONAL DICTIONARY 1171 (1969). Therefore, a "park model" is (1) a recreational vehicle fixed or intended to be fixed in position for use or lasting for an indefinite time in position for use and (2) is used as a primary residence.

a. Allen's trailer is a "park model"

Here, the Park concedes that Allen's trailer is a "park model." The OAH's unchallenged findings of fact show that because Allen intended to live in her trailer in the Park permanently; had lived in the trailer continuously for several years; had not moved her trailer; and had immobilized her trailer, Allen's trailer is intended to be fixed in position for use, continuously, without fundamental or marked change. As a result, Allen's trailer is intended for permanent installation.

The findings of fact also show that Allen's trailer is her primary residence. Allen had lived in the trailer since January 2014, and she intended to live there permanently. This shows that Allen used her trailer as a primary residence. Therefore, we accept the Park's concession that Allen's trailer is a "park model" under the MHLTA.

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b. Shinkle's trailer is a "park model"

Here, the OAH erred by concluding that Shinkle's trailer did not constitute a "park model."[7] First, the OAH's findings of fact show that Shinkle's trailer is a recreational vehicle under the MHLTA. The OAH found that Shinkle's unit was a travel trailer and that Shinkle's trailer had a license plate and that he can move the trailer. These findings support the conclusion that Shinkle's trailer is primarily designed as a temporary living quarters and can be drawn by another vehicle. Thus, Shinkle's trailer is a recreational vehicle.

Second, the OAH's findings of fact show that Shinkle's trailer was intended for semi-permanent installation. The OAH found that Shinkle had lived in his trailer in the Park for about five years; had no plans to leave the Park; had never relocated, not even when the Park was threatened with flooding; had built a rock wall and planted flowers around his trailer; and has a small deck that is not attached to his trailer. These findings show that Shinkle's trailer was intended to be fixed in position for use for an indefinite time, permanent in some respects, and partly permanent. As a result, Shinkle's trailer was intended for semi-permanent installation.

Third, the OAH found that Shinkle had lived in the Park for about five years and that he had no plans to leave the park. These findings showed that Shinkle uses his trailer as a primary residence. Therefore, contrary to the OAH's conclusion, Shinkle's trailer is also a "park model" under the MHLTA.

[7] The Park asserts that all of the Park resident witnesses, except Allen, testified that they do not live in "park models." To the contrary, Niquette testified that he lived in a "park model." AR at 1034. Other witnesses testified that they were not familiar with the definition of "park model" under RCW 59.20.030(14).

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Because Allen's trailer is a "park model" and the OAH erred in concluding that Shinkle's trailer did not constitute a "park model" under the MHLTA, the OAH also erred in concluding that there was only one "park model."

2. Mobile Home Park

Allen also argues that the OAH erred when it concluded that the Park was not a mobile home park.[8] We agree.

Under the MHLTA, "mobile home park" is defined as

> any real property which is rented or held out for rent to others for the placement of two or more mobile homes, manufactured homes, or park models 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.

RCW 59.20.030(10). As discussed above, a "park model" is "a recreational vehicle intended for permanent or semi-permanent installation and is used as a primary residence." *See supra* Section B.3; RCW 59.20.030(14).

Here, the OAH erred by concluding that the Park was not a mobile home park. The Park is real property and the Park is held out for rent to others. As discussed above, the Park is held out for rent for the placement of two or more park models. *See supra* Section C.1. Also, it is undisputed that the Park is held out for rent to others for the primary purpose of producing income. And the Park is not held out to rent for seasonal recreational purposes only and is intended for

[8] The Park argues that the OAH's ruling is consistent with prior Pierce County district court decisions and Pierce County code enforcement. However, the Park does not provide legal authority or support to show that these prior decisions are controlling here. Therefore, we decline to address this claim. RAP 10.3(a)(6); *Cowiche Canyon*, 118 Wn.2d at 809.

year-round occupancy. Allen, Hamrick, Niquette, Shinkle, and Bordenik have each lived in the Park continuously for several years. As a result, the OAH's findings show that the Park is

> real property which is rented or held out for rent to others for the placement of two or more mobile homes, manufactured homes, or park models 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.

RCW 59.20.030(10). Given these findings, we hold that the OAH erred in concluding that the Park is not a mobile home park.

3. Applicability of MHLTA

Allen next argues that the OAH erred when it concluded that the Park was not subject to the MHLTA. We agree.

The MHLTA

> 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, mobile home park cooperative, or mobile home park subdivision, where the tenant has no ownership interest in the property or in the association which owns the property, whose uses are referred to as a part of the rent structure paid by the tenant.

RCW 59.20.040. From the plain language of RCW 59.20.040, the MHLTA applies when there is a rental agreement between a mobile home park landlord and a mobile home lot tenant where the tenant has no ownership interest in the property and the property's uses are referred to as a part of the rent structure paid by the tenant. The MHTLA requirements are met here.

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a. Rental agreement

First, there is a rental agreement. Here, Allen lived in the Park and provided rent to the Park. This agreement and Allen's use of the Park was based on the rules the Park gave to Allen. Thus, there is a rental agreement.

b. Mobile home park landlord

Second, Haugsness is a mobile home park landlord. " 'Landlord' means the owner of a mobile home park and includes the agents of a landlord[.]" RCW 59.20.030(4). Here, there is no dispute Haugsness owns the property at issue. And the Park is a mobile home park as discussed above. *See supra* Section C.2. Thus, there is a mobile home park landlord.

c. Mobile home park tenant

Third, Allen is a mobile home lot tenant. A "tenant" is "any person, except a transient [as defined in RCW 59.20.030(19)], who rents a mobile home lot[.]" RCW 59.20.030(18). A "mobile home lot" is

> a portion of a mobile home park or manufactured housing community designated as the location of one mobile home, manufactured home, or park model and its accessory buildings, and intended for the exclusive use as a primary residence by the occupants of that mobile home, manufactured home, or park model.

RCW 59.20.030(9).

Here, Allen rented a mobile home lot. Although no one rented a specific lot or space in the Park, residents rented a portion of the Park designated as the location of one park model, which is intended for the exclusive use as a primary residence. The Park rules referenced different sites and allotted spaces within the Park. The Park rules discussed keeping sites clear of debris and limited the number of vehicles per space. The Park rules also state that "[d]ue to the small size of

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each a[l]lotted space at [the Park], everyone needs to respect each other[']s privacy and property." AR at 19. Allen had lived in her trailer since January 2014 and had not moved her trailer. She had been informed by the Park that her trailer was permanent. Thus, Allen rented a mobile home lot, and because she rented a mobile home lot, Allen is also a mobile home lot tenant.

d. No ownership interest in the property

Fourth, Allen does not have an ownership interest in the property. Here, Haugsness owns the Park and Allen provided rent to the Park according to the Park rules. Thus, Allen did not have an ownership interest in the property.

e. Uses referenced as a part of rent structure

Fifth, the uses of the property are referred to as a part of the rent structure paid by Allen. Here, the Park provided Allen with a set of Park rules. The rules set out restrictions on each site within the Park and covered the structure by which Allen paid rent. Thus, the uses of the property were referred to as a part of the rent structure paid.

Thus, we hold that the Park is subject to the MHTLA. Because OAH concluded that the Park did not violate the MHLTA based on the erroneous conclusion that the MHLTA did not apply to the Park, we remand to the OAH for determination of whether the Park violated the MHLTA.

D. ATTORNEY FEES BELOW

The Park argues that the superior court erred when it awarded Allen attorney fees. We agree that the superior court erred in awarding fees to Allen.

We review whether there is a legal basis for an award of attorney fees de novo. *Pub. Util. Dist. No. 2 of Pac. Cty. v. Comcast of Wash. IV, Inc.*, 184 Wn. App. 24, 82, 336 P.3d 65 (2014), *review denied*, 183 Wn.2d 1015 (2015). Under RCW 59.30.040(9), "If an administrative hearing

is initiated, the respondent and complainant shall each bear the cost of his or her own legal expenses." The MHLTA also states, "In any action arising out of [chapter 59.20 RCW], the prevailing party shall be entitled to reasonable attorney's fees and costs." RCW 59.20.110.

Here, the superior court erred in awarding Allen attorney fees. The superior court awarded Allen attorney fees as the prevailing party under RCW 59.20.110. Under that statute, "In any action arising out of [chapter 59.20 RCW], the prevailing party shall be entitled to reasonable attorney's fees and costs." RCW 59.20.110. However, this action did not arise out of chapter 59.20 RCW. Instead, this action arose out of chapter 59.30 RCW. As a result, Allen was not entitled to attorney fees under RCW 59.20.110.

Allen argues that the action "clearly arose out of the Park's violations of the MHLTA and Ms. Allen's subsequent complaints to the [Program]." Reply Br. of Allen at 22. However, although the reason for Allen's request for dispute resolution may have come from a potential violation of chapter 59.20 RCW, this particular action arose out of and was initiated under chapter 59.30 RCW, the dispute resolution statute.

RCW 59.30.040(13) states,

> This section is not exclusive and does not limit the right of landlords or tenants to take legal action against another party as provided in chapter 59.20 RCW or otherwise. Exhaustion of the administrative remedy provided in this chapter is not required before a landlord or tenants may bring a legal action.

This statute shows that the remedy provided by chapter 59.30 RCW is distinct from that provided by chapter 59.20 RCW, and supports the conclusion that the attorney fees and costs provided under RCW 59.20.110 is limited to those incurred as a result of a legal action arising from chapter 59.20 RCW. Therefore, we hold that the superior court erred in awarding attorney fees to Allen.

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E. ATTORNEY FEES ON APPEAL

Allen and the Park both request attorney fees on appeal. We decline to award attorney fees to either party on appeal.

First, the Park requests attorney fees and costs on appeal under RCW 4.84.350(1). Under that statute, "a court shall award a qualified party that prevails in a judicial review of an agency action fees and other expenses, including reasonable attorneys' fees." RCW 4.84.350(1). However, because the Park does not prevail against Allen, the Park is not entitled to attorney fees.

Second, Allen requests attorney fees and costs on appeal under RCW 59.20.110.[9] RCW 59.20.110 provides, "In any action arising out of [chapter 59.20 RCW], the prevailing party shall be entitled to reasonable attorney's fees and costs." However, as discussed above, this action did not arise out of chapter 59.20 RCW. Allen initiated this action under chapter 59.30 RCW by filing a request with the Program. As a result, Allen is not entitled to attorney fees under RCW 59.20.110. Therefore, we decline to award attorney fees on appeal to either party.

[9] Allen alternatively requests attorney fees and costs under RCW 4.84.350(1). Under that statute, "a court shall award a qualified party that prevails in a judicial review of an agency action fees and other expenses, including reasonable attorneys' fees . . . ." RCW 4.84.350(1). A "qualified party" is "(a) an individual whose net worth did not exceed one million dollars at the time the initial petition for judicial review was filed or (b) a sole owner of an unincorporated business, or a partnership, corporation, association, or organization whose net worth did not exceed five million dollars at the time the initial petition for judicial review was filed . . . ." RCW 4.84.340(5). Allen fails to show that she is a qualified party. Therefore, we decline to award attorney fees on appeal to Allen under RCW 4.84.350(1).

CONCLUSION

In conclusion, we hold that the OAH erred in (1) construing the definition of "park model," (2) concluding that the Park contained only one "park model," (3) concluding that the Park is not a mobile home park, and (4) concluding that the Park is not subject to the MHLTA. We also hold that the superior court erred in awarding attorney fees to Allen. Accordingly, we reverse the OAH order and the superior court order on attorney fees, and remand to the OAH for further proceedings consistent with this opinion.

Lee, J.

We concur:

Maxa, C.J.

Melnick, J.

APPENDIX 1

WASHINGTON STATE
OFFICE OF ADMINISTRATIVE HEARINGS

In The Matter Of: Dan & Bill's RV Park, Appellant.	Docket Nos. 2014-AGO-0001 & 04-2015-AGO-00001 **FINAL ORDER** Agency: Office of the Attorney General Program: Manufactured Housing Dispute Resolution Program Agency No. MHDRP #447862

1. ISSUES

1.1. Did Dan & Bill's RV Park violate chapter 59.20 RCW by failing to provide a written rental agreement?

1.2. Did Dan & Bill's RV Park violate chapter 59.20 RCW by improperly increasing rent on or about April 2, 2014?

1.3. Did Dan & Bill's RV Park violate chapter 59.20 RCW by failing to comply with Pierce County codes and variances?

1.4. Did Dan & Bill's RV Park violate chapter 59.20 RCW by failing to register as a manufactured/mobile home community with the Department of Revenue?

1.5. If any of the foregoing violations occurred, as alleged in the Notice of Violation, what are the appropriate corrective actions and fine(s)?

1.6. On February 2, 2015, did Dan & Bill's RV Park violate RCW 59.20.070(5) when it increased Edna Allen's rent?

1.7. If Dan & Bill's RV Park violated RCW 59.20.070(5), was issuing a Temporary Order to Cease and Desist correct under RCW 59.30.040(7)?

2. ORDER SUMMARY

2.1. Given that Dan & Bill's RV Park is not subject to the Manufactured/Mobile Home Landlord-Tenant Act, Dan & Bill's RV Park did not violate chapter 59.20 RCW, the Manufactured/Mobile Home Landlord-Tenant Act, when it failed to provide Edna Allen, or apparently any other occupant, with a written rental agreement.

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2.2. Given that Dan & Bill's RV Park is not subject to the Manufactured/Mobile Home Landlord-Tenant Act, Dan & Bill's RV Park did not violate chapter 59.20 RCW, the Manufactured/Mobile Home Landlord-Tenant Act, when it increased Edna Allen's rent on or about April 2, 2014.

2.3. Given that Dan & Bill's RV Park is not subject to the Manufactured/Mobile Home Landlord-Tenant Act, Dan & Bill's RV Park did not violate the Manufactured/Mobile Home Landlord-Tenant Act when it allegedly violated one or more county land use codes.

2.4. Only the Department of Revenue may register manufactured/mobile home community landlords and collect registration fees and only the Department of Revenue may enforce those provisions. Therefore, the Attorney General's Office lacks authority to enforce registration and related fees. Thus, the alleged failure of Dan & Bill's RV Park to register and pay fees cannot be raised by the Attorney General's Office and this issue should be dismissed for lack of jurisdiction.

2.5. None of the foregoing violations, as alleged in the Notice of Violation, occurred. Accordingly, no corrective actions or fines are appropriate and the Notice of Violation should be set aside.

2.6. Given that Dan & Bill's RV Park is not subject to the Manufactured/Mobile Home Landlord-Tenant Act, Dan & Bill's RV Park did not violate chapter 59.20 RCW, the Manufactured/Mobile Home Landlord-Tenant Act, when it increased Edna Allen's rent again on February 2, 2015.

2.7. The foregoing violation, as alleged in the Temporary Order to Cease and Desist, did not occur. Accordingly, no corrective actions or fines are appropriate and the Temporary Order to Cease and Desist should be set aside.

3. HEARING

3.1. Hearing Date: September 28-29, 2015

3.2. Administrative Law Judge: Terry A. Schuh

3.3. Appellant: Dan & Bill's RV Park

3.3.1. Representative: Seth Goodstein, Attorney, Goodstein Law Group PLLC

3.3.2. Witnesses:

3.3.2.1. Matthew Niquette, resident at Dan & Bill's RV Park

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3.3.2.2. Daniel E. Haugsness, owner, Dan & Bill's RV Park

3.3.2.3. Chad Crummer, consumer protection investigations mgr., AGO

3.3.2.4. Michael Dewey, resident at Dan & Bill's RV Park

3.4. Agency: Office of the Attorney General

3.4.1. Representative: Jennifer Steele, Assistant Attorney General

3.4.2. Witnesses:

3.4.2.1. Edna Allen, complainant

3.4.2.2. Barbara Hamrick, resident at Dan & Bill's RV Park

3.4.2.3. Matthew Niquette, resident at Dan & Bill's RV Park

3.4.2.4. Edward Shinkle, resident at Dan & Bill's RV Park

3.4.2.5. Roy Bordernick, resident at Dan & Bill's RV Park

3.4.2.6. James W. Howe, code enforcement officer, Pierce County

3.4.2.7. Chad Crummer, consumer protection investigations mgr., AGO

3.5. Exhibits: Exhibits 1 through 2, 4 through 34, A through L, and N through S were admitted.

3.6. Court Reporter: Anita W. Self, RPR, CRR, Buell Realtime Reporters, served as court reporter.

3.7. Observer: Chris Bunger, legal assistant, attended the hearing to assist Ms. Steele.

3.8. Post-hearing briefs: By agreement with the parties, the record remained open until 5:00 p.m. Pacific Time on October 9, 2015, for the submission of optional post-hearing briefs.

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4. FINDINGS OF FACT

I find the following facts by a preponderance of the evidence:

Jurisdiction

4.1. On May 7, 2014, Edna Allen filed with the Consumer Protection Division of the Office of the Attorney General ("AGO") a Request for Dispute Resolution. Ex.1; Testimony of Allen.

4.2. On November 17, 2014, the AGO served on Dan and Bill's RV Park ("the Park") a Notice of Violation. Ex. A; Testimony of Haugsness.

4.3. The Park filed its Appeal of Notice of Violation dated December 10, 2014.

4.4. The AGO issued to the Park an Order to Cease and Desist dated February 26, 2015. Ex. B; Testimony of Haugsness.

4.5. On March 19, 2015, the Park filed with the AGO its Appeal of Order to Cease and Desist.

4.6. The parties requested the two matters be consolidated. By oral order at a Status Conference on April 9, 2015, and by written order, Notice of Hearing and Status Conference issued April 10, 2015, Administrative Law Judge Leslie Birnbaum ordered the two matters consolidated. However, the two matters were not consolidated under one docket number. Instead, each matter retained its original docket number.

General Conditions of the Park

4.7. Mail for all of residents is delivered to a common mail box. Testimony of Allen; *see* Ex. 28. The owner sorts the mail and delivers it to the residents. Testimony of Allen.

4.8. Each unit in the Park has a number. Testimony of Allen; Testimony of Hamrick. This characteristic of the Park has developed only recently. Testimony of Hamrick. The numbers attach to the unit. Testimony of Hamrick. Ms. Hamrick has not relocated her unit since she was assigned a number so she does not know whether the number is assigned to her location or to her unit. Testimony of Hamrick. The numbers are assigned to units, not lots. Testimony of Haugsness. The purpose of the numbers is so that the Park knows where its residents are and for facilitating the delivery of mail. Testimony of Haugsness. No one rents a specific lot. Testimony of Haugsness.

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4.9. The Park abuts the Puyallup River. Testimony of Niquette. Residents must be prepared to move to higher ground about once a year or so to avoid flooding. Testimony of Niquette. The Park occupies a flood zone. Testimony of Haugsness; *see* Ex. P (showing water running through the Park). Because the Park occupies a flood zone, Mr. Haugsness will not allow any unit to be permanently installed. Testimony of Haugsness. Nevertheless, he allowed the Allen unit to be installed by the occupant prior to Edna Allen and he told Ms. Allen when she moved into the unit that it was permanently installed. Testimony of Allen.

4.10. Most of the residents upgrade their locations during the summer, but not during the winter. Testimony of Niquette.

4.11. The Park requires all residents to be ready to move anytime. Testimony of Niquette.

4.12. The units in the Park are predominantly trailers in different sizes, shapes, and conditions. *See, generally*, Exs. 8-27. Many of the residents have personalized their unit with outdoor plants and furniture. *See, generally*, Exs. 8-27.

4.13. One unit in the Park was protected by a shelter. Exs. 9, 14. However, this unit is no longer located in the Park. Testimony of Crummer.

4.14. At least two units in the Park are fenced. Exs. 17, 18, 33, and 34.

4.15. One unit in the Park has a raised deck that parallels the entire length of the unit, and also has a storage shed. Exs. 22-23. However, that deck is not attached to the unit and the unit can be readily moved and relocated. Testimony of Haugsness.

4.16. Moreover, none of the units have anything permanent attached to them, by order of the landlord and in compliance with county code. Testimony of Haugsness.

4.17. Residents can and do move fences, stairs, and other improvements to their unit. Testimony of Haugsness.

4.18. None of the units in the Park are hardwired for electricity or plumbed for septic and water. Testimony of Haugsness; Testimony of Niquette. All of the electrical connections are by plug-in and all water and septic are connected like a garden hose is connected to a faucet. Testimony of Haugsness. All of the hook-ups are basically the same. Testimony of Bordernick. All of the hook-ups resemble those used in campgrounds and parks. Testimony of Haugsness.

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Moreover, the amperage is only 30, except for a couple of connections that are 50-amp. Testimony of Haugsness.

Allen Unit

4.19. Edna Allen has lived in her unit at the Park since January 3, 2014. Testimony of Allen.

4.20. Ms. Allen owns her unit. Testimony of Allen. It was a gift. Testimony of Allen. The previous owner signed over the title in Ms. Allen's presence. Testimony of Allen; Ex. 2. Ms. Allen has not transferred the title into her own name because she cannot afford the fees for doing so. Testimony of Allen.

4.21. Ms. Allen's unit does not have a holding tank. Testimony of Allen. She is hooked up to the Park's septic system. Testimony of Allen. It was hooked up when she moved in. Testimony of Allen.

4.22. Ms. Allen's unit does not have a generator. Testimony of Allen. She receives electricity by plugging into the electricity offered by the Park. Testimony of Allen.

4.23. Ms. Allen has never moved the unit since she occupied it. Testimony of Allen. The unit was already installed in the Park before she moved into it. Testimony of Allen. Perhaps it could be lifted onto a flatbed truck and moved. Testimony of Allen. It can be towed. Testimony of Ms. Allen. However, it lacks registration and tabs, so the unit could not presently be lawfully towed. Testimony of Allen. Moreover, the unit is fragile and likely could not be moved without damaging it. Testimony of Allen. In particular, the roof and floor are damaged at the end where the tow-bar is located. Testimony of Allen.

4.24. Nevertheless, Ms. Allen has investigated moving the unit to a mobile home park. Testimony of Allen. However, she failed to find a park willing to take it given its age – it is a 1995 model – and its condition. Testimony of Allen.

4.25. The unit has wheels and is installed on large cinder blocks surrounded by decorative rock. Testimony of Allen; Exs. 11-13. Ms. Allen has never tried to jack the unit. Testimony of Allen. The unit does not have jacks. Testimony of Allen.

4.26. When Ms. Allen moved into the unit in January 2014, she intended to live there permanently. Testimony of Allen. At that time, Mr. Haugsness told Ms. Allen that the unit was permanently installed and that she could add on to it if she wished to do so. Testimony of Allen.

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4.27. In July 2014, Mickey, the Park manager, gave Ms. Allen written notice that her tenancy would terminated in July 2015. Testimony of Allen; Ex. 31. However, she has not yet been evicted from the Park. Testimony of Allen.

4.28. Ms. Allen prefers to continue her residency at the Park if her issues with the Park are resolved. Testimony of Allen.

Hamrick Unit

4.29. Barbara Hamrick has lived in the Park since at least 2003. Testimony of Hamrick.

4.30. Ms. Hamrick lives in a recreational vehicle. Testimony of Hamrick. It is licensed and she can drive it away anytime. Testimony of Hamrick. At least twice a year she needs to temporarily relocate, either within the Park, or outside of the Park, to avoid flooding. Testimony of Hamrick. It takes Ms. Hamrick approximately two hours to prepare to relocate. Testimony of Hamrick. She needs to disconnect from the Park's utilities and remove the blocks and jacks. Testimony of Hamrick.

4.31. Ms. Hamrick considers her recreational vehicle to be her permanent home. Testimony of Hamrick. She resides at the Park because that is where she can afford to live. Testimony of Hamrick.

4.32. Ms. Hamrick places potted plants around her unit. Testimony of Hamrick.

4.33. Ms. Hamrick is hooked up to the Park's electrical system. Testimony of Hamrick.

4.34. Nothing is permanently attached to the Hamrick unit. Testimony of Haugsness.

Niquette Unit

4.35. Matthew Niquette lives in the Park in a 36-foot travel trailer, which he owns. Testimony of Niquette. He has lived in the Park "off and on" for approximately five years. Testimony of Niquette. The only time Mr. Niquette moves is to avoid flooding. Testimony of Niquette. It takes him approximately 35-40 minutes to prepare to move. Testimony of Niquette. Preparing to move consists of readying the interior contents, disconnecting electricity, water, and septic, and hooking up to his truck. Testimony of Niquette. Mr. Niquette can be ready to move anytime. Testimony of Niquette.

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4.36. When moving, if Mr. Niquette does not have the unit licensed and tabbed, he can purchase a 3-day trip permit to allow him to move the unit on public streets and highways. Testimony of Niquette.

4.37. Mr. Niquette does not fence his location. Testimony of Niquette. He has a small deck. Testimony of Niquette. The deck is unattached to Mr. Niquette's unit. Testimony of Niquette.

4.38. Mr. Niquette's installation is not permanent. Testimony of Niquette. He does not want a permanent installation. Testimony of Niquette.

4.39. Mr. Niquette plans to reside at the Park for an indefinite period of time. Testimony of Niquette.

4.40. Mr. Niquette has never lived in an RV campsite. Testimony of Niquette.

Shinkle Unit

4.41. Mr. Shinkle has lived at the Park for approximately five years. Testimony of Shinkle. This is his second term of residence at the Park. Testimony of Shinkle. Mr. Shinkle has no plans to leave the Park but he could if he wanted to. Testimony of Shinkle.

4.42. Mr. Shinkle owns his unit, which is a 40-foot travel trailer. Testimony of Shinkle. Approximately three days before this hearing Mr. Shinkle installed a different travel trailer than the one photographed as Exhibits 19-21. Testimony of Shinkle. The landscaping in those photographs remains. Testimony of Shinkle.

4.43. Mr. Shinkle has planted flowers around his unit. Testimony of Shinkle; Exs. 19-21. He has placed decorative stones, built a rock wall, placed a Sasquatch statue, and installed a free-standing deck below his door. Testimony of Shinkle; Exs. 19-21.

4.44. Since locating at the Park in approximately 2010, Mr. Shinkle has never relocated, not even when the lower part of the Park was threatened with flooding. Testimony of Shinkle.

4.45. Mr. Shinkle's travel trailer bears a license plate but the tabs are not current. Testimony of Shinkle. Nevertheless, he could move the travel trailer if he purchased a trip-permit. Testimony of Shinkle. It would take him an hour or two to prepare to move. Testimony of Shinkle.

4.46. Nothing is permanently attached to the Shinkle unit. Testimony of Haugsness.

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Bordernick Unit

4.47. Roy Bordernick has lived in the Park in a motor home for approximately nine years. Testimony of Bordernick. It is his primary residence. Testimony of Bordernick. Mr. Bordernick plans to stay indefinitely. Testimony of Bordernick.

4.48. The motor home is licensed to be driven. Testimony of Bordernick.

4.49. Mr. Bordernick leaves the Park several times a year for a couple of days or so each time. Testimony of Bordernick. Mr. Bordernick visits campgrounds in his motor home. Testimony of Bordernick. At campgrounds, his hook-up for utilities is the same as the hook-up at the Park. Testimony of Bordernick.

4.50. Mr. Bordernick has never had to move to avoid flooding. Testimony of Bordernick.

4.51. Mr. Bordernick can be ready to relocate within 15-20 minutes. Testimony of Bordernick. He simply needs to disconnect his utility hook-ups and he is ready to go. Testimony of Bordernick.

4.52. Mr. Bordernick has a small, portable deck, with chairs, a table, and a barbeque. Testimony of Bordernick. He maintains grass around his unit. Testimony of Bordernick.

4.53. Mr. Bordernick's motor home is not permanently installed at the Park and he has no intention of permanently installing it. Testimony of Bordernick.

4.54. Mr. Bordernick's motor home is self-contained and includes a generator. Testimony of Bordernick. He could live in his motor home without utility hook-ups for a couple of weeks if he wanted to do so. Testimony of Bordernick.

Dewey Unit

4.55. Michael Dewey's unit is a motor home. Testimony of Dewey.

4.56. The Dewey unit is hooked up to electricity with a power cord like at an RV campground. Testimony of Dewey.

4.57. Mr. Dewey installed a fence around his unit but the fence can be removed if he wishes to leave. Testimony of Dewey.

4.58. Mr. Dewey does not plan on having his unit permanently installed. Testimony of Dewey.

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4.59. Mr. Dewey could remove his unit from the Park in approximately 15 minutes. Testimony of Dewey.

Written Rental Agreement

4.60. The Park does not provide residents with a rental agreement. Testimony of Allen. The Park provides only park rules. Testimony of Allen; *see* Ex. 6. Ms. Allen asked Dan Haugsness, owner of the Park, for a written rental agreement at least three times. Testimony of Allen. The Park has never provided one. Testimony of Allen.

4.61. Ms. Allen first asked Mr. Haugsness for a rental agreement when he raised her rent. Testimony of Allen. Mr. Haugsness told Ms. Allen that the Park did not provide rental agreements. Testimony of Allen.

Rent Increases

4.62. When Ms. Allen moved in to the Park on January 3, 2014, her monthly rent was $460.00. Testimony of Allen.

4.63. Ms. Allen always pays her rent on time and always receives a receipt. Testimony of Allen; *see, e.g.,* Ex. 30.

4.64. The cost of utilities is included in the monthly rent. Testimony of Allen.

4.65. On April 2, 2014, Mr. Haugsness informed Ms. Allen verbally that her monthly rent would increase by $20.00. Testimony of Allen; Ex. 1, p. 2. Ms. Allen objected. Testimony of Allen. Mr. Haugsness told her that this was how they did things at the Park. Testimony of Allen. She asked for written notice. Testimony of Allen. On April 3, 2014, Mr. Haugsness provided Ms. Allen written notice of the rent increase effective May 1, 2014. Testimony of Allen; Ex. 1, p. 2; *see* Ex. 4.

4.66. On February 2, 2105, Mr. Haugsness gave Ms. Allen written notice that her rent would increase an additional $10.00 per month effective April 1, 2015. Testimony of Allen; Ex. 5. Mr. Haugsness told Ms. Allen that the purpose of the rent increase was to recover the cost of his attorney fees. Testimony of Allen. Mr. Haugsness offered her a copy of his attorney's bill. Testimony of Allen.

4.67. When Mr. Haugsness told Ms. Allen about the second rent increase, he knew she wanted notice in writing because she complained about lack of written notice when he told her about the first rate increase. Testimony of Allen.

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Code Violations

4.68. Ms. Allen has no knowledge of any alleged violations of Pierce County land use codes by the Park. Testimony of Allen. Ms. Allen did not complain to the Manufactured/Mobile Home Dispute Resolution program about any such code violations. Testimony of Allen; Testimony of Crummer.

4.69. Pierce County asserted in 2004 and re-asserted in 2014 that Mr. Haugsness is operating a recreational vehicle park without a conditional use permit in violation of county regulations. Testimony of Howe; Ex. 7.

Registration with Department of Revenue

4.70. The Park is not registered with the Department of Revenue as a manufactured/mobile home park. Testimony of Haugsness.

4.71. Ms. Allen did not complain to the Manufactured/Mobile Home Dispute Resolution Program about the Park's failure to register with the Department of Revenue. Testimony of Allen.

5. CONCLUSIONS OF LAW

Based upon the facts above, I make the following conclusions of law:

Jurisdiction

5.1. I have jurisdiction over the parties and subject matter herein under RCW 59.30.040, and more generally under chapter 59.30 RCW, chapter 59.20 RCW, chapter 34.12 RCW, and chapter 34.05 RCW.

Motions

5.2. The Park presented three motions in limine: Appellant's Motion in Limine re: Unwarranted Searches; Appellant's Motion in Limine re: Howe/County Testimony; and Appellant's Motion in Limine re: Cumulative and Telephonic Testimony. I denied the first two motions, as explained on the oral record. The Park withdrew the third motion.

Does the AGO have authority regarding registration with the Department of Revenue

5.3. During the evidentiary hearing, the Appellant moved for dismissal of the "charge" that the Appellant failed to register and pay fees as a mobile home park. The Appellant argued that the AGO lacks jurisdiction over that issue. I took the motion under advisement.

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5.4. Chapter 59.20 RCW, entitled the Manufactured/Mobile Home Landlord-Tenant Act ("MHLTA"), governs the relationship between landlords and tenants in manufactured/mobile home communities.

5.5. The only process the MHLTA contemplates for resolving disputes is private legal action. *See* RCW 59.20.110 and RCW 59.20.120. RCW 59.20.110 provides: "In any action arising out of this chapter, the prevailing party shall be entitled to reasonable attorney's fees and costs." RCW 59.20.120 provides: "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."

5.6. However, the legislature promulgated chapter 59.30 RCW, entitled Manufactured/Mobile Home Communities – Dispute Resolution and Registration, with two intentions: (1) "to provide an equitable as well as less costly and more efficient way for manufactured/mobile home tenants and manufactured/mobile home community landlords to resolve disputes" and (2) "to provide a mechanism for state authorities to quickly locate manufactured/mobile home community landlords." RCW 59.30.010(3)(a). In other words, the legislature produced chapter 59.30 RCW for two purposes, to establish a dispute resolution program (in addition to the private action contemplated by the Act) and to provide a means of readily identifying landlords. Although there is a relationship between finding landlords and providing dispute resolution, they are nevertheless distinct responsibilities.

5.7. The legislature authorized the Department of Revenue to register manufactured/mobile home communities and collect a registration fee. RCW 59.30.010(3)(b). The legislature authorized the AGO to administer the dispute resolution program. RCW 59.30.010(3)(c).Therefore, the legislature specifically designated different state agencies to administer the two distinct responsibilities. Moreover, the legislature did so in the same statutory section.

5.8. Further, the legislature expanded its instructions to the AGO about the dispute resolution program in RCW 59.30.030 and RCW 59.30.040. Whereas the legislature separately gave the Department of Revenue its instructions in RCW 59.30.050. Once again, the legislature distinguished the responsibilities.

5.9. The legislature further clarified this distinction by providing that "unless context clearly requires otherwise", a reference to "department" in the chapter "means the department of revenue" and a reference to "'director' means director of revenue." RCW 59.30.050(2)-(3).

5.10. The instructions regarding the registration process and collection of fees are directed to "the department", meaning the Department of Revenue. *See* RCW 59.30.050.

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5.11. Finally, the legislature authorized the Department of Revenue to enforce registration and fees against non-compliant landlords. RCW 59.30.050(4); RCW 59.30.050(5); and RCW 59.30.090.

5.12. Therefore, the Department of Revenue, and only the Department of Revenue may register manufactured/mobile home community landlords and collect registration fees and only the Department of Revenue may enforce those provisions. Thus, the AGO lacks authority to enforce registration and related fees. Accordingly, the Appellant's alleged failure to register and pay fees cannot be raised by the AGO and that issue should be dismissed for lack of jurisdiction.

Is the Park Subject to the Manufactured/Mobile Home Landlord Tenant Act

5.13. Predicate to determining whether the Park violated the MHLTA is determining whether the Park is subject to the MHLTA.

5.14. The AGO argued that the legislature intended to include, under the MHLTA, RVs intended to be primary residences. However, the AGO relied upon selected testimony to legislative committees, which arguably summarizes what the legislature heard and what selected citizens thought but is not persuasive evidence of what the legislature thought or intended. The Appellant argued that the characterization of the Park had already been resolved by other courts. However, those resolutions are not binding on this tribunal and, more to the point, occurred several years ago in legal proceedings with different postures, with facts this tribunal is not privy to, and, perhaps, with different versions of the relevant statutes. Accordingly, those arguments are not persuasive. However, both parties acknowledged that the Park does not contain either mobile homes or manufactured homes. Accordingly, both parties observed and argued that whether the MHLTA applies here is dependent upon whether the Park contains two or more park models. I am persuaded that this issue is the key.

5.15. To that effect, the parties collectively referred me to three cases that discussed, directly or by implication, the definition of "park model". However, for the following reasons, I fail to find those cases to be helpful. The court in *Brotherton v. Jefferson County*, 160 Wn.App. 699, 249 P.3d 666 (2011) operated within the context of land use regulations, and specifically not regarding landlord-tenant relations. There was no landlord or tenant, and the unit in question was a guest house on a residential property. The characterization of the unit was not at issue. The court in *Lawson v. City of Pasco*, 144 Wn.App. 203, 181 P.3d 896 (2008) determined whether the MHLTA clashed with a local code. That court found the unit in question to be a park model, but the court's order offered no details as to why. The court in *United States v. 19.7 Acres of Land More or Less in Okanogan*

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County, 103 Wn.2d 296, 692 P.2d 809, addressed whether the units at issue constituted personal or real property for purposes of condemnation. In short, none of these cases offered circumstances and facts sufficiently analogous to this case to provide guidance, much less precedence. Given that two experienced attorneys researched and briefed this issue and did not find anything else in terms of case law means that I must rely on the statutes themselves.

5.16. The MHLTA regulates landlord-tenant relations regarding mobile home parks. RCW 59.20.040.

5.17. A "mobile home park" is real property rented for profit for placement of two or more mobile homes, manufactured homes, or park models, unless such rentals are for "seasonal recreational purposes" and "not intended for year-round occupancy". RCW 59.20.030(10). Here, the residents pay money for the privilege to place their units in the Park and live in them continuously. The units at issue are undeniably neither manufactured homes nor mobile homes. So, again, key is whether there are two or more park models in the Park.

5.18. A "park model" is "a recreational vehicle intended for permanent or semi-permanent installation *and* is used as a primary residence." RCW 59.20.030(14) (emphasis added).

5.19. A "recreational vehicle", on the other hand, is a unit that, among other things, "is not occupied as a primary residence, *and* is not immobilized or permanently affixed to a mobile home lot." RCW 59.20.030(17) (emphasis added).

5.20. The MHLTA makes reference to governing "recreational vehicles used as a primary residence", but that reference addresses only the issue of eviction. *See* RCW 59.20.080(3). Eviction is not at issue here.

5.21. The record does not provide information about all of the residents. However, those who testified have all lived in the Park and used their units as their primary residences. Clearly, the Park hosts many more than two residents who use their unit as their primary residence. The AGO makes much of this. However, primary residency (or not) is only half of the conjunctive definition of both "park model" and "recreational vehicle", the dispositive choice for charactering the units contained in the Park. The phrase "intended for permanent or semi-permanent installation", which is part of the definition of "park model", is vague. However, as provided above, the legislature defined a recreational vehicle as one that "is *not* immobilized or permanently affixed" (emphasis added). That phrase sheds light, especially given the juxtaposition comparing "park model" to "recreational vehicle". First of all, "immobilized" and "permanently affixed" are not the same thing, given that they are phrased as alternatives. Moreover, I suggest that "immobilized"

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describes "semi-permanent installation" and "permanently affixed" describes "permanent installation".

5.22. Ms. Allen's unit sits upon cinder blocks, yet has wheels and a tow-bar, and apart from its condition, can be moved – but only after being jacked-up so as to remove the blocks. It is not permanently affixed to, for example, a foundation. Nor is it directly wired to its source of electricity or nor is it directly plumbed for water or waste disposal. But it is immobile in its present state. It is semi-permanently installed. It is Ms. Allen's primary residence. Ms. Allen's unit is park model.

5.23. The other units in the Park described by the evidence are not affixed. Their connections for electricity, water, and waste disposal, are simple connections that can be unplugged or disconnected with no more effort than unplugging a lamp or disconnecting a garden hose. The evidence is that they are movable and able to be relocated with as little as 15 minutes and no more than two hours of preparation. Although all of them are apparently primary residences, none of them is immobile or affixed, none of them is permanently or semi-permanently installed. The AGO argued that many of the units have storage sheds, small decks, stairs, and landscaping. At least a couple have fences. But none of those attributes are affixed to the unit. None of those attributes restrict the units' mobility. For example, a few days before the hearing, MR. Shinkle installed a different travel trailer and left his landscaping as it was. Those attributes are evidence that the units are primary residences. Those attributes are not evidence that the units are immobile or affixed. Those attributes are not evidence that the units are permanently or semi-permanently installed. Those attributes are not evidence that anyone intends that the units be permanently or semi-permanently installed. Therefore, none of the units other than Ms. Allen's constitute "park models".

5.24. Thus, the Park contains only one "park model".

5.25. Accordingly, the Park is not a mobile home park.

5.26. Therefore, the Park is not subject to the MHLTA.

Written rental agreement

5.27. Given that the Park is not subject to the MHLTA, the Park did not violate the MHLTA when it failed to provide Ms. Allen, or apparently any other occupant, with a written rental agreement.

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Rent increases

5.28. Given that the Park is not subject to the MHLTA, the Park did not violate the MHLTA either time when it raised Ms. Allen's rent.

Code violations

5.29. Given that the Park is not subject to the MHLTA, the Park did not violate the MHLTA when it allegedly violated one or more county land use codes.

Summary

5.30. Accordingly, the Notice of Violation and the Temporary Order to Cease and Desist should both be set aside.

6. FINAL ORDER

IT IS HEREBY ORDERED THAT:

6.1. The actions of the Attorney General's Office are REVERSED.

6.2. The Notice of Violation is set aside.

6.3. The Temporary Order to Cease and Desist is set aside.

Issued from Tacoma, Washington, on the date of mailing.

Terry A. Schuh
Administrative Law Judge
Office of Administrative Hearings

APPEAL RIGHTS

Reconsideration:
Within ten days of the service of a final order, any party may file a petition for reconsideration, stating the specific grounds upon which relief is requested. RCW 34.05.470(1)

Mail such petition for reconsideration to:
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No petition for reconsideration may stay the effectiveness of an order. RCW 34.05.470(2).

If a petition for reconsideration is timely filed, the time for filing a petition for judicial review does not commence until the Office of Administrative Hearings (OAH) disposes of the petition for reconsideration. RCW 34.05.470(3). OAH is deemed to have denied the petition for reconsideration if, within twenty days from the date the petition is filed, OAH does not either dispose of the petition, or serve the parties with a written notice specifying the date by which it will act on the petition. *Id.*

Unless the petition for reconsideration is deemed denied under RCW 34.05.470(3), the petition shall be disposed of by the same person who entered the order, if reasonably available. RCW 34.05.470(4). The disposition shall be in the form of a written order denying the petition, granting the petition and dissolving or modifying the final order, or granting the petition and setting the matter for further hearing. *Id.*

The filing of a petition for reconsideration is not a prerequisite for seeking judicial review. RCW 34.05.470(5). An order denying reconsideration or a notice specifying the date by which OAH will act on the petition is not subject to judicial review. *Id.*

Judicial Review:

This order is the final agency order of the Attorney General Manufactured Housing Dispute Resolution Program and may be appealed to the Superior Court under chapter 34.05 RCW. RCW 59.30.040(10(c). Such petition for judicial review must be served on the agency, the office of the attorney general, and on all parties of record. RCW 34.05.514 and RCW 34.05.542.

CERTIFICATE OF MAILING IS ATTACHED

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CERTIFICATE OF SERVICE FOR OAH DOCKET NO. 2014-AGO-0001 & 04-2015-AGO-00001

I certify that true copies of this document were served from Tacoma, Washington upon the following as indicated:

Dan & Bill's RV Park Dan Haugsness **c/o Goodstein Law Group PLLC** **501 S G Street** **Tacoma, WA 98405** Telephone: (253) 845-3439 ***Appellant***	☒ First Class Mail, Postage Prepaid ☐ Certified Mail, Return Receipt ☐ Hand Delivery via Messenger ☐ Campus Mail ☐ Facsimile ☐ E-mail
Seth S. Goodstein Goodstein Law Group PLLC 501 S G Street Tacoma, WA 98405 Telephone: (253) 779-4000 Fax: (253) 779-4411 ***Appellant Representative***	☒ First Class Mail, Postage Prepaid ☐ Certified Mail, Return Receipt ☐ Hand Delivery via Messenger ☐ Campus Mail ☐ Facsimile ☐ E-mail
Jennifer Steele, AAG Manufactured Housing Dispute Resolution Program Office of the Attorney General 800 Fifth Avenue, Ste 2000 Seattle, WA 98104 Telephone: (206) 389-2106 Fax: (206) 587-5636 ***Assistant Attorney General***	☒ First Class Mail, Postage Prepaid ☐ Certified Mail, Return Receipt ☐ Hand Delivery via Messenger ☐ Campus Mail ☐ Facsimile ☐ E-mail
Edna Allen 15612 116th St E, Sp-22 Puyallup, WA 98374 ***Interested Party (tenant)***	☒ First Class Mail, Postage Prepaid ☐ Certified Mail, Return Receipt ☐ Hand Delivery via Messenger ☐ Campus Mail ☐ Facsimile ☐ E-mail

Date: Monday, November 09, 2015

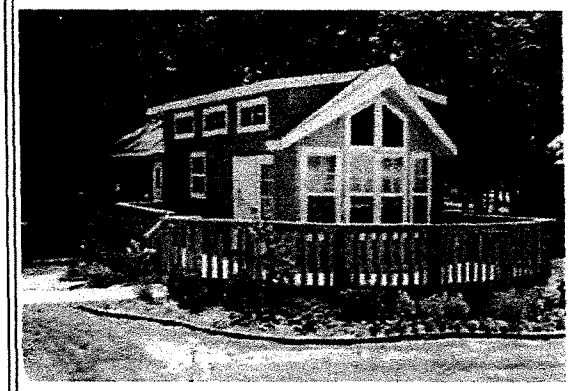
OFFICE OF ADMINISTRATIVE HEARINGS

Dora R Fitzpatrick
Legal Assistant

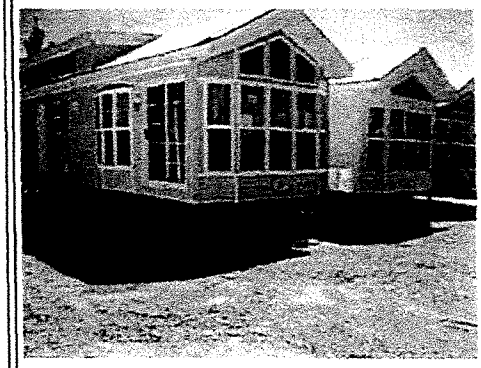
APPENDIX 2

RV Park does not contain two park models.

Let's be abundantly clear: there are not two park models in RV Park. By way of background, this is a typical[2] Park Model RV, installed:



This is a typical park model RV[3], awaiting installation:



The differences between a Park Model and the following **recreational vehicles** are clear.

---

[2] *Park Models Direct.* https://www.parkmodelsdirect.com/AT/galleries/Fulton/images/Park-Model-Homes-sm.jpg. Image. Accessed June 18, 2015.

[3] *Forest Hills Park Model Trailer Model 1160 – Pick your next RV Park Model Now!* http://www.foresthillsgolfrv.com/park_models/images/1160.jpg . Image. Accessed June 16, 2015.

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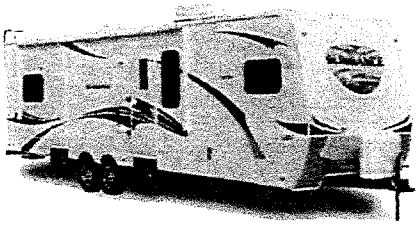
This is a "Motorhome"[4] recreational vehicle:

This is a Travel Trailer[5] recreational vehicle:



This is a Fifth Wheel[6] recreational Vehicle:

The difference in an RV and a park model is plain, and should be immediately obvious to anyone who works for a "Mobile Home Dispute Resolution Program". As explained

[4] Claygate. *RV_classA.jpg*. https://commons.wikimedia.org/wiki/File:Rv_classa.jpg. Accessed June 16, 2015.

[5] Heartland Recreational Vehicles, LLC. *Side profile of a 2011 Sundance travel trailer.* https://commons.wikimedia.org/wiki/File:HRV_WC_SD_TT_2011Ext_02.jpg. Accessed June 16, 2015.

[6] Source and author: Heartland Owners Forum. *Caravan of Heartland Bighorns on the way to the Summer 2009 Oregon Rally in Winchester, OR.* https://commons.wikimedia.org/wiki/File:HRV_WC_Bighorn_LG1.JPG. Accessed June 16, 2015.

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Filed
Washington State
Court of Appeals
Division Two

July 10, 2019

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

DIVISION II

EDNA ALLEN, an individual, and MANUFACTURED HOUSING DISPUTE RESOLUTION PROGRAM, WASHINGTON STATE ATTORNEY GENERAL'S OFFICE, Respondents, v. DAN AND BILL'S RV PARK, Appellant.	No. 49836-7-II ORDER DENYING MOTION FOR RECONSIDERATION

Respondent, Edna Allen, filed a motion for reconsideration of this court's unpublished opinion filed on October 16, 2019. After consideration, it is hereby

ORDERED that the motion for reconsideration is denied.

FOR THE COURT: Jj. Maxa, Lee, Melnick

LEE, JUDGE

APPENDIX 4

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF THURSTON

DANIEL HAUGSNESS,

Petitioner,

vs.

PIERCE COUNTY

Respondent.

NO. 18-2-03339-34

ORDER ON SUMMARY JUDGMENT

*Clerk's Action Required

The Petitioner's motion for summary judgment is hereby GRANTED. The decision of the Pierce County Deputy Hearing Examiner dated June 18, 2018 is hereby reversed due to lack of substantial evidence. No costs or attorney fees shall be awarded to either party. The initial LUPA hearing is hereby stricken. CRO

DONE IN OPEN COURT this 8th day of March, 2019.

Carol Murphy

JUDGE CAROL MURPHY

Pierce County Prosecuting Attorney/Civil Division
955 Tacoma Avenue South, Suite 301
Tacoma, Washington 98402-2160
Main Office: (253) 798-6732
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APPENDIX 5

Presented By:

MARY ROBNETT
Prosecuting Attorney

By: 
CORT T. O'CONNOR
Deputy Prosecuting Attorney
Attorneys for Respondent
PH: (253) 798-6201 / WSBA #23439

Approved as to Form:


CAROLYN A. LAKE
Attorney for Petitioner Daniel Haugsness
WSBA #13980

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GOODSTEIN LAW GROUP PLLC

August 09, 2019 - 4:55 PM

Transmittal Information

Filed with Court:	Court of Appeals Division II
Appellate Court Case Number:	49836-7
Appellate Court Case Title:	Edna Allen, Respondent v. Dan and Bills RV Park, Appellant
Superior Court Case Number:	15-2-02446-6

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