

NO. 49836-7-II

COURT OF APPEALS, DIVISION TWO  
OF THE STATE OF WASHINGTON

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ESTATE OF EDNA ALLEN,

Petitioner,

and

WASHINGTON STATE ATTORNEY GENERAL,

Petitioner,

v.

DAN & BILL'S RV PARK,

Respondent.

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REPLY BRIEF OF PETITIONER ESTATE OF EDNA  
ALLEN

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## I. INTRODUCTION

The Park’s response contains little opposition to the analysis put forward in Ms. Allen’s brief. Instead, the Park reargues its case, putting forth a new statutory definition of *park model*, introducing evidence outside the record, and offering approaches other than statutory construction to come to the meaning of *park model*, all while providing little or no authority for its conclusions.

## II. The Park’s Main Arguments are Based on Unsound Premises.

### A. The Park’s Arguments Supporting Its Interpretation of the Statutory Definition of *Park Model* Are Unpersuasive (BR 2).

The Park provides no response to Ms. Allen’s analysis of key terms of the statutory definition of *park model*, other than to summarily dismiss the analysis as “statutory contortions” (BR 2).<sup>1</sup> The Park fails to elaborate on how it reached this characterization or to respond with any of its own analysis. Instead, the Park reframes the statutory definition of *park model*<sup>2</sup> into issues of (a) what the owners of recreational vehicles consider to be *park models* (the “democratic approach”), (b) current industry usage (the “industry

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<sup>1</sup> “BR” refers to the Brief of Respondent Dan & Bill’s RV Park.

<sup>2</sup> The Park states “the lynchpin definition – what constitutes a park model turns on whether or not the trailer was *designed* for permanent or semi-permanent installation” (italics added, BR 2). The definition of *park model* instead requires a park model to be “*intended* for permanent or semi-permanent installation” (italics added). RCW 59.20.030(14).

approach”), or (c) how the utilities are connected to the recreational vehicle (the “utilitarian approach”). All three of these approaches stray from the statutory definition of *park model* because they avoid consideration and analysis of the key terms *recreational vehicle*, *intended for*, *semi-permanent*, and *installation* contained in the definition of *park model*.

**1. The Democratic Approach is Flawed Because the Testimony of Lay Witnesses Does Not Determine the Legal Meaning of the Statutory Term *Park Model* (BR 2, 11).**

The Park seems to urge this court to rely on testimony of the park tenants in which they deny that they live in *park models*. BR 2, 11. Even if the tenants were well versed in the relevant law, their testimonial descriptions of *park model* lack consistency. For example, Ms. Hamrick testified that park models “plug into lower amperage” (AR 1024), while Mr. Haugsness stated “[t]hey require quite a bit of amperage” (AR 1214). Mr. Bordenik stated “it’s got to be tied down” (AR 1085), while Mr. Haugsness stated “[t]hey’re not tied to the ground” (AR 1214). Mr. Niquette said “if it’s 34 feet or over it’s considered a park model” (AR 1033), while Mr. Haugsness stated that park models are “about 12-by-40-foot” (AR 1214). This testimony reveals that there is no testimonial consensus as to what a *park model* is, so that no unambiguous definition emerged for the ALJ to consider. But more significantly, the witnesses also testified

that they were unaware of the MHLTA's definition of a *park model*.<sup>3</sup> AR 1024-1025 (Ms. Hamrick); AR 1035, 1052 (Mr. Niquette); AR 1063 (Mr. Shinkle); AR 1094 (Mr. Bordenik). Their testimony is thus irrelevant as to the definition of *park model* under the MHLTA.

**2. The Industry Approach is Flawed Because the Industry Definition of the Term *Park Model* Was Not Used by the Legislature (BR 2-3, 6, 11, 17, 20-23, 41).**

A second approach the Park seems to urge is the adoption of a contemporary industry definition for the term *park model*.<sup>4,5</sup> Ms. Allen's *park model* home certainly does not look like the contemporary and idealized depictions that the Park introduced into the record.<sup>6</sup> The Park tries to explain away this visual disparity by

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<sup>3</sup> During the hearing, the AG's counsel objected to the Park's counsel asking the witness what his or her understanding of what is a *park model* on the ground that the question called for a legal conclusion (AR 1017, 1060, 1085). The ALJ overruled the objection, but elaborated on his rationale as follows: ". . . I don't consider it a legal conclusion, because I'm more interested in what . . . the witness describes than what he characterizes, particularly since I'm obliged to use the RCW definition, which it's likely none of the witnesses are familiar with, . . . so I'm going to allow it" (AR 1061).

<sup>4</sup> The Park states that "[i]ncreasingly, park models are referred to as 'tiny houses'[,]" and makes reference to ANSI standards (BR 20-21; AR 466).

<sup>5</sup> Assuming *arguendo* that manufacturers' designations were used to define *park model*, it is inescapable that there are at least two *park models* in the Park: (1) Ms. Allen's trailer depicted in AR 366-374 is identified as a 1995 Breckenridge Park Model (AR 351, AR 470); and (2) Mr. Niquette identifies his Jayco brand 36-foot trailer as a *park model* (AR 1034). Furthermore, based on Mr. Niquette's testimony that 34-feet is the threshold that distinguishes a *park model* (AR 1033), one might easily conclude that Mr. Shinkle's 40-foot home is also a manufacturer-designated *park model* (AR 1056).

<sup>6</sup> For examples, see the photos attached to the end of the Park's brief (AR 293-94). The Park fails to explain, using the statutory definition of *park model*, why the units in the photos referenced by the Park are *park models*, while the photos

claiming Ms. Allen’s unit is an “exceptionally stripped down park model” (BR 20, fn. 5), but there is no evidence in the record supporting this claim whatsoever.<sup>7</sup> This disparity highlights the legally untenable aspects of using an industry definition in lieu of the statutory definition. Manufacturer specifications for what the industry refers to as a *park model* have changed over time and may well differ by manufacturer. Under the Park’s argument, manufacturer-naming conventions should control the statutory interpretation of *park model*. Such a scenario would empower manufacturers essentially to rewrite the law and undermine legislative intent. In any event, the law is clear that a statutory definition controls over an intuitive or industry definition. *Cooper v. AlSCO*, 186 Wn.2d 357, 365, 376 P. 3d 382 (2016).

**3. The Utilitarian Approach is Flawed Because the Permanency of the Home or Removability of the Connections to Utilities Are Not Relevant to the Definition of a *Park Model* (BR 6, 17, 20-21, 23-24).**

The third approach that the Park urges this Court to adopt is the interpretation of *park model* in terms of how moveable the RV is and how permanent and substantial are its connections to water, electricity and sewer. This is essentially the same approach the ALJ

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submitted to the ALJ of recreational vehicles in the Park (AR 251-269) are not.

<sup>7</sup> Ms. Allen’s home may well have been considered the Cadillac of *park models* in 1995, the year in which it was built.

took in making his determination that there was only one *park model* in the Park. Ms. Allen has already fully briefed the ALJ's interpretation of *park model*, presenting analysis that refutes such an interpretation (Pet. Allen Br. at 28 – 35). The upshot of the analysis is that the Park's approach would convert the statutory definition of *park model* into a readiness test to move the RV from the Park, a test that is clearly far afield from the plain and ordinary meaning of the words *intended for*, *semi-permanent* and *installation* in the statutory definition of a *park model*. Furthermore, it does not consider the intention of the tenants as to how long they intend to stay in the Park (Pet. Allen Br. at 32), and it fails to resolve the inherent inconsistency in the statutory definitions of *recreational vehicle* and *park model*.

This Court should reject the Park's proposed democratic, industry and utilitarian approaches to determining the definition of a *park model*. The evidence before the ALJ establishes that a number of residents of the Park live in *park models* under a proper definition of the term, and the Park has not shown to the contrary (Pet. Allen Br. at 37-40).

**B. The Definition of *Mobile Home Park* Here is Based on Whether It Contains Two or More *Park Models*, Not Whether the Park has any *Lots* (BR 17-19).**

The Park begins with the faulty premise that “[i]n Order for the MHLTA to apply, there must be (1) mobile home lots . . .” [sic],

but allows that two or more *park models* present on real property are sufficient to “bring an operation within the purview of the MHLTA” provided there are *mobile home lots* (BR 18). The thrust of the Park’s argument seems to be that if a park does not designate specific lots for the placement of *park models*, then the park cannot be a *mobile home park*.

This reasoning suggests that a *mobile home lot* can be ascertained independently of whether the lot is in a *mobile home park*. Just the opposite is true: a *mobile home lot* can exist only if the lot is in a *mobile home park*. This conclusion follows from the statutory definition of a *mobile home lot*:

“Mobile home lot” means a portion of a *mobile home park* . . . designated as the location of one . . . park model and its accessory buildings, and intended for the exclusive use as a primary residence by the occupants of that . . . park model; [emphasis added]

RCW 59.20.030(9). Reduced to its essence, a *mobile home lot* is a portion of a *mobile home park*, as indicated in this definition.

Furthermore, the MHLTA does not define a *mobile home park* in terms of whether the park has *mobile home lots*, but whether the park has two or *more park models*, a fact the following statute makes clear:

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

RCW 59.20.030(10).

Thus, as to the applicability of the MHLTA, it is clear that the determination of whether the Park is a *mobile home park* comes first. The place in the *mobile home park* where a *park model* is located, i.e., the *mobile home lot*, has no relevance to the legal question at hand, namely whether the Park has two or more *park models*.

Finally, it should be observed that the MHLTA requires mobile home park owners to provide a written rental agreement, which must contain a “written description, picture, plan or map of the boundaries of a mobile home space sufficient to inform the tenant of the exact location of the tenant’s space in relation to other tenants’ spaces[.]” RCW 59.20.060(1)(j). Therefore, a park owner’s failure to designate a specific *mobile home lot* does not abrogate the finding that the lot is in a *mobile home park*, but instead constitutes a violation of the MHLTA. *Id.*

**C. The ALJ’s Erroneous Construction of the Definition of a *Park Model* Is Not Dependent Upon Any Finding of Fact (BR 23-25, 33-39).**

The Park argues that unchallenged findings of fact are verities on appeal (BR 24-25). While that is true, this case is not about contested facts. It is about the ALJ’s erroneous legal construction of the statutory terms *recreational vehicle* and *park model*.<sup>8</sup> The Park

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<sup>8</sup> Conclusions of law are reviewed de novo. *City of Tacoma v. William Rogers Company, Inc.*, 148 Wn.2d 169, 181, 60 P.3d 79 (2002) (citing *State v. Johnson*, 128 Wash.2d 431, 443, 909 P.2d 293 (1996)).

fails to cite a single “fact” which makes any difference to the outcome of this appeal.

Ms. Allen objected to certain of the ALJ’s factual findings in large part because they contained imbedded legal conclusions, e.g., FOF 4.9 stating that “[b]ecause the Park occupies a flood zone, Mr. Haugsness will not allow any unit to be permanently installed.” This statement distorts the legal meaning of the word *installed* by inserting the ambiguous term *not allow* and is contradicted by the fact that Ms. Hamrick has lived in the Park for thirteen years (AR 1013), Mr. Shinkle has lived in the Park for approximately five years (AR 1055), and Mr. Bordenik has lived in the Park for approximately nine years (AR 1081). Findings of fact which are in reality conclusions of law are treated as conclusions of law.<sup>9</sup>

Another example is FOF 4.11, which states that “[t]he Park requires all residents to be ready to move anytime” [sic]. Mr. Shinkle has not had to move his unit when the river floods (AR 1057), nor has Mr. Bordenik (AR 1082). Nor is this requirement stated in the rules given to Ms. Allen (AR 359). But as shown above, readiness to move is not part of the definition of *permanent or semi-permanent*

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<sup>9</sup> If a conclusion of law is incorrectly denominated as a finding of fact, it is reviewed as a conclusion of law. *City of Tacoma v. William Rogers Company, Inc.*, 148 Wn.2d 169,181, 60 P.3d 79 (2002) (citing *Alexander Myers & Co. v. Hopke*, 88 Wn.2d 449, 460, 565 P.2d 80 (1977)).

*installation* in the definition of a park model. Thus any “facts” contained in FOF 4.11 are irrelevant to the outcome of this appeal.

Another example is FOF 4.53, which states that “Mr. Bordernick’s [sic] motor home is not permanently installed at the Park and he has no intention of permanently installing it.” However, Mr. Bordenik’s motor home has been installed, i.e., made ready for use, it has been in the Park for the last nine years, he has lived in the unit for the last nine years, and he plans to stay indefinitely (FOF 4.47). FOF 4.53 contains within it the ALJ’s erroneous interpretation of the word *installation*, and thus is really a conclusion of law, and an erroneous one at that.<sup>10</sup>

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<sup>10</sup> The same analysis applies to the other challenged findings of fact:

FOF 4.8: “. . . [N]umbers are assigned to units, not lots. \* \* \* No one rents a specific lot [in the park].” This is clearly erroneous. If a number is on a unit, the lot upon which the unit sits has the same number as the unit.

FOF 4.16: “. . . [N]one of the units have anything permanent attached to them, by order of the landlord and in compliance with county code.” Despite the ambiguity of the word *permanent* here, fences, stairs and other improvements put in by tenants were intended for long-term use, i.e. at least *semi-permanent* use. The landlord’s “order” cannot determine whether attachments to the home are permanent (or *semi-permanent*) within the statutory definition of a *park model*. Moreover, the Park does not comply with Pierce County Code 18J.15.210.D.3, which provides that “[n]o recreational vehicle shall be used as a permanent place of abode, or dwelling, for more than 180 calendar days.” Clearly residents remain in the Park more than 180 calendar days.

FOF 4.18: “None of the units in the Park are [sic] hardwired for electricity or plumbed for septic and water.” All of the units in the Park receive electricity and water and are able to dispose of sewer waste (FOF 4.18). Again, hardwiring of anything is not a requirement of *permanent or semi-permanent installation* in the definition of a *park model*.

**D. Previous Pierce County Superior Court Rulings and Pierce County Decisions Are Not Authority for the Claim That the Park Is Not a *Mobile Home Park* (BR 6-7, 25-33).**

The Park spends five pages of its brief arguing that the trial court decision in the unlawful detainer case of *Haugsness v. Gilispe*, Pierce County Superior Court cause #10-2-13592-3, somehow establishes the “lack of applicability of the MHLTA to RV Park” because the issue “has been briefed, litigated, and ruled upon with finality in the Pierce County Superior Court.” BR 26. That decision is irrelevant. “[T]he findings of fact and conclusions of law of a superior court are not legal authority and have no precedential value.” *Bauman v. Turpin*, 139 Wn. App. 78, 87, 160 P.3d 1050 (2007), citing *Tunstall v. Bergeson*, 141 Wn.2d 201, 224, 5 P.3d 691 (2000), cert. denied, 522 U.S. 920 (2001); *Kitsap County v. Allstate Insurance Co.*, 136 Wn.2d 567, 577, n. 10, 964 P.2d 1173 (1998) (stating that “unpublished decisions of trial courts . . . have no precedential value . . .”).<sup>11</sup> Even unpublished opinions of the court

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<sup>11</sup> Of course, it would be inappropriate and unfair to apply the doctrine of collateral estoppel to the *Haugsness* case, because neither Ms. Allen nor the AG were parties to that case. The doctrine of collateral estoppel “prevents relitigation of an issue after the party estopped has had a full and fair opportunity to present its case.” *Hanson v. The City of Snohomish*, 121 Wn.2d 552, 561, 852 P.2d 295 (1993). Application of the doctrine also requires identity of the parties, which is lacking here, *id.* at 562, and precludes the working of an injustice on the party against whom it is applied. *Christensen v. Grant County Hosp. Dist. No. 1*, 152 Wn.2d 299, 307, 96 P.3d 957 (2004).

of appeals are not binding authority.<sup>12</sup> The ALJ recognized the soundness of these principles. COL 5.14 (AR 867).

Moreover, contrary to the Park’s claim that the “Pierce County Court ruled that RV Park is an RV Park governed by RLTA . . .” (BR 30), and “the precise issue here has been actually litigated and ruled upon with finality” (BR 7), the court made no such rulings. Instead, the court merely ruled that the defendant Gilispe was in unlawful detainer and ordered the issuance of a writ of restitution.<sup>13</sup> The *Gilispe* court made no ruling on whether the Park was an RV Park or whether it was governed by the RLTA or MHLTA.<sup>14</sup> The *Gilispe* case thus has no legal significance to the case at bar.

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<sup>12</sup> GR 14.1(a), which recently has been amended to permit parties to cite unpublished decisions of the Court of Appeals as nonbinding authorities. The Park has not referred to any decision of the Court of Appeals – published or nonpublished – which holds that the Park is not a mobile home park.

<sup>13</sup> See, Appendix B.

<sup>14</sup> The MHLTA clearly governs the general relationship between a park owner and a tenant. RCW 59.20.040. In contrast, the RLTA applies to a *landlord* (“owner . . .” of property) renting out a *dwelling unit* (“structure or that part of a structure used as a home, residence or sleeping place . . .”) to a *tenant* (“person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement”). The definition of *landlord* is contained in RCW 59.18.030(2); that of *dwelling unit* in RCW 59.18.030(1); and that of *tenant* in RCW 59.18.030(8). Certain living arrangement are exempt from the RLTA, as provided in RCW 59.18.040, but none of those exemptions is applicable here.

The MHLTA governs the bases for eviction for a mobile home park tenant and the RLTA, through incorporation of the MHLTA, governs the procedural mechanics of an eviction. RCW 59.20.040; RCW 59.20.080(3).

If the Park were not a mobile home park, only RCW ch. 59.12 would apply to the eviction process. The RLTA would not apply to Park tenants renting lots from the Park (they are not renting dwelling units). Thus, the Park tenants would have none of the protections available to residential tenancies, i.e., people living in

The Park cites a footnote in *Brotherton v. Jefferson County*, 160 Wn. App. 699, 701, n.1, 249 P.3d 666 (2011), overruled in part by *Durland v. San Juan County*, 182 Wn.2d 55, 340 P.3d 191 (2014), in further support of its claim that courts have ruled upon the definition of a *park model*. However, this case did not involve the definition of a *park model* under the MHLTA, so has no applicability to the present case. The ALJ properly found this case not persuasive because “[t]he characterization of the unit was not at issue” (COL 5.15).

**E. The Arbitrary and Capricious Standard Does Not Apply to Errors of Law (BR 25-26).**

An appeal to superior court from an administrative order invokes appellate jurisdiction. *Cheek v. Employment Security Dep't.*, 107 Wn. App. 79, 83, 25 P.3d 481 (2001). RCW 34.05.570(3) specifies nine grounds for relief from an administrative agency order in adjudicative proceedings, including where the order erroneously interpreted or applied the law. RCW 34.05.570(3)(d). Ms. Allen’s primary claim is that the ALJ erroneously interpreted the meaning of the terms *park model* and *recreational vehicle* in the MHLTA.

Another ground for relief occurs when the ALJ’s decision is arbitrary and capricious under RCW 34.05.570(3)(i). The ALJ’s

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apartments, living in houses, living in manufactured homes, living in mobile homes, etc. It is highly doubtful that the Legislature intended this result for the large number of people living in recreational vehicles as their primary residence.

decision here is not only arbitrary and capricious because it misconstrues the definition of a *park* model by inserting irrelevant language from another statute, but also because it distorts the intention of the legislature in the defining of *park model* and obscures the public policy considerations involved.

The superior court decisions and Pierce County adjudications cited by the Park do not establish that there are two reasonable opinions regarding whether the Park contains two or more *park models*. Pierce County's determinations under its code, which has a different definition of mobile home park, have no bearing on the question of whether the Park is a mobile home park under the MHLTA.<sup>15</sup> The ALJ simply erred as a matter of law in his interpretation of the term *park model*, regardless of whether his ruling was arbitrary and capricious.

**F. Policy Supports Reversal of the ALJ Ruling (BR 39-42).**

The Park wants to have it both ways: it wants to keep rental income flowing from its spaces twelve months out of the year, yet not comply with the requirements of the MHLTA. The Park could easily rent spaces for seasonal use only, say six months out of the year, but

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<sup>15</sup> Actually, the Park here does not even meet the requirements of an RV park under the Pierce County Code. See, Pierce County Code 18A.38.030.A(4), which states that occupancy of a recreational vehicle "for more than 120 days in any 12-month period shall be considered permanent occupancy" (CP 123, 140). The residents of the Park here stay for as long as 11 years (AR 1013) or 9 years (FOF 4.47; AR 863).

then the Park would lose potentially half of its yearly income. It can't have it both ways: if the Park is providing long-term tenancies, as the undisputed evidence shows it is doing, it has to provide the legislatively-mandated protections for the tenants. The Park can choose to be an RV park by simply limiting and enforcing the duration of the tenancies it offers to occupants. In other words, the Park can provide rental space "not intended for year-round occupancy" so as to be excluded from the purview of RCW 59.20.030(10).

The Park tries to argue that it cannot maintain year-round leases because it is in a flood zone (BR 41). Yet the Park provides no explanation as to why it cannot move tenant spaces a bit farther from the river, or on higher ground, or provide additional drainage, so as to avoid the deleterious effects of flooding on its property. The Park's argument is like the slumlord who asserts that the substandard housing he provides is better than the conditions the homeless otherwise live in, so people should be happy to live in their substandard housing.

Furthermore, while it may not cost as much to move a park model or RV as a mobile home, particularly an RV that is readily movable, cost must be viewed relative to a person's financial circumstances. A person who must resort to living in a *park model* may not have an operating vehicle with which to move the unit, may not have the funds to move the unit, and may not have an alternative

place to which to move the unit. Thus, as a practical matter, the owner of a *park model* may find the prospect of having to move the home just as cost prohibitive as owners of manufactured homes. Both groups of owners are just as much in need of protection. If owners of parks having full-time, permanent residents want to continue to provide such housing options, they should comply with the protections enacted by the Legislature in the MHLTA, not try to circumvent those protections by claiming not to come within the scope of the MHLTA.

### **III. The Park Makes Numerous Other Claims Unsupported By the Record or Legal Authority (BR 5, 7-8, 21-22).**

Under the Rules of Appellate Procedure, "an appellant's brief must include arguments supporting the issues presented for review and citations to legal authority." *Bercier v. Kiga*, 127 Wn. App. 809, 824, 103 P.3d 232 (2004), *review denied*, 155 Wn.2d 1015, 124 P.3d 304 (2005); *see* RAP 10.3(a)(6). Without supporting argument or authority, "an appellant waives an assignment of error," *Bercier*, 127 Wn. App. at 824, 103 P.3d 232 (citing *Smith v. King*, 106 Wn.2d 443, 451-52, 722 P.2d 796 (1986)); and "[w]e need not consider arguments that are not developed in the briefs for which a party has not cited authority." *Bercier*, 127 Wn. App. at 824, 103 P.3d 232 (citing *State v. Dennison*, 115 Wn.2d 609, 629, 801 P.2d 193 (1990)).

In addition to the assertions made by the Park already discussed above, the following are examples of other assertions made by the Park that are unsupported by the record or legal authority in an effort to bolster its legal arguments:

1. The Park claims that since Ms. Allen's death in July of 2017 her *park model* home was stripped of fixtures by family members and is in an uninhabitable condition, including having mold and water intrusion issues (BR 5, footnote 1). The administrator of Ms. Allen's Estate vigorously contests this version of events and description of the condition of the home. The administrator went to the Park on July 29, 2017, after Ms. Allen's death, and found that even though Ms. Allen's rent was paid through July 31, 2017, the Park had without notice and without permission uprooted Ms. Allen's unit and relocated it to a fenced-in area in the back of the Park, severely damaging the unit in the process by breaking the windows and destroying the "pop outs" on her home, and essentially rendered it uninhabitable without a great deal of expense. Furthermore, the administrator has personal knowledge that the home was habitable, kept clean and had no visible mold. Ms. Allen's Estate had a right to transfer the unit to a new owner,<sup>16</sup> but was deprived of that

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<sup>16</sup> The superior court ruled that the Park was a mobile home park. Depriving Ms. Allen's Estate of the right to transfer her personal property by rendering the home unusable is a violation of the MHLTA, RCW 59.20.073, among other legal principles.

opportunity owing to the precipitous action of the Park. Out of fairness to Ms. Allen’s Estate and her memory, this Court should strike and ignore the purported set of facts that the Park has improperly tried to argue via its footnote 1 (BR 5).<sup>17</sup>

2. The Park asserts that a *park model* can become real property for tax purposes, whereas a “travel trailer recreational vehicle can never become real property[,]” citing RCW 82.50.530 (BR 21). Even if relevant, this assertion is clearly erroneous. The applicable statutes, set forth in Appendix C, provide that a *park trailer* may become real property if permanently sited in location and placed on a foundation. RCW 82.50.530. A *park trailer* or *park model trailer* is a *travel trailer* less than 400 sq. ft. in area “designed to be used with temporary connections to utilities necessary for operation of installed fixtures and appliances . . .” RCW 46.04.622. A *travel trailer* is defined as a “trailer built on a single chassis transportable upon the public streets and highways that is designed

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<sup>17</sup> Citing the hearing transcript, the Park also describes Daniel Haugsness as having “graciously rescued Ms. Allen from her [homeless] predicament” and credits Mr. Haugsness with inviting her to live in a left-behind trailer and encouraging her to obtain government benefits (BR 7-8). This version of events is at odds with the record. Ms. Allen’s testimony identified Wayne Dickens as the person who gave her the trailer home (AR 962-963; AR 351). When asked if she talked to anyone at the Park about moving in, Ms. Allen identified Mickey, the assistant manager, adding “. . . I never talked with Mr. Haugsness until I went to pay rent” (AR 966). Furthermore, there is no reference in the hearing transcript of Ms. Allen’s signing up for government benefits nor of Mr. Haugsness’s being a factor in her doing so.

to be used as a temporary dwelling without a permanent foundation and may be used without being connected to utilities.” RCW 46.04.623. A *travel trailer* is by definition a *recreational vehicle* under RCW 59.20.030(17). Thus, it follows logically that a *recreational vehicle*, i.e., a *travel trailer*, can become real property, if it meets the statutory conditions. Therefore, the distinction the Park attempts to make between *park models* and other recreational vehicles is inapposite.

3. The Park cites RCW 36.01.220<sup>18</sup> as authority for its claim that “Washington State’s legislature recognizes Park Model RVs, as defined in RCW 59.20 also require building permits due to their unique design, higher amperage electrical use, and need for more permanent sewer connection” [sic] (BR 21). But RCW 36.01.220 does not convey any such recognition for *park models* nor such a characterization of *park models*; it simply says that the county must transmit to the landlord a copy of *any* permit issued to the tenant or tenant’s agent for the moving or installing of a mobile home, manufactured home, or park model.<sup>19</sup> RCW 36.01.220. This Court

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<sup>18</sup> The Park also cites RCW 35.21.897, which is the “towns and cities” identical counterpart to RCW 36.01.220. These statutes are set forth in Appendix C.

<sup>19</sup> Moreover, RCW 36.01.220 does not speak to any specific building permit requirements for *park models* as defined in RCW ch. 59.20, although it does refer to RCW 43.63B.010, which has been recodified in RCW 43.22A.010, for the requirements regarding “[m]obile or manufactured home installation.” Significantly, RCW 43.22A.010 is silent as to requirements for *park model* installation.

should ignore the Park's assertion that *park models* as defined in RCW ch. 59.20 require building permits.

4. The Park claims without any citation to the record that the ALJ found that the Park “does not hold out the Premises for year round occupancy” [sic] (BR 19). This is flatly contradicted by several of the findings of the ALJ. FOF 4.19 and 4.23 (Ms. Allen has lived in the park since January 3, 2014 and has never moved the unit since she occupied it); FOF 4.29 – 4.31 (Ms. Hamrick has lived in the park since 2003, she temporarily relocates the unit at least twice per year to avoid flooding, and “considers her recreational vehicle to be her permanent home” (FOF 4.31)); FOF 4.39 (Mr. Niquette plans to reside at the park for an indefinite period of time); FOF 4.41 and 4.44 (Mr. Shinkle moved into the park in approximately 2010, has never relocated and has no plans to leave the park). Finally, the ALJ concluded that the residents of the Park “live in [their units] continuously.” COL 5.17. The Park's bare claim is without merit.

#### **IV. The Attorney Fee Award Was Within the Discretion of the Superior Court (BR 42-46).**

The Park opposed Ms. Allen's fee request in the superior court by arguing against the amount of the fees requested, not the statutory basis for the fees (CP 182-198). The Park argues that it pointed out to the Superior Court that, per RCW 59.30.040, “If an administrative hearing is initiated, the respondent and complainant shall each bear

the cost of his or her own legal expenses”, and that per RCW 4.84.340, fees are assessed against the agency whose action is overturned (BR 14). No citation to the record was provided in the Park’s brief, and in fact, no such argument or reference to RCW 59.30.040(9)<sup>20</sup> was made to Judge Hirsch following Ms. Allen’s filing a motion requesting attorney’s fees (CP 182-198). The Park made this argument, if at all, only after the superior court had ruled on Ms. Allen’s motion for attorney’s fees.

A party generally may not raise such an issue for the first time on appeal. RAP 2.5(a); *Brundridge v. Fluor Federal Services, Inc.*, 164 Wn.2d 432, 441, 191 P.3d 879 (2008); *Cole v. Harveyland*, 163 Wn. App. 199, 204-05, 258 P.3d 70 (2011).

More specifically, “[q]uestion[s] regarding authority for fees should not be considered for the first time on appeal.” *In re Marriage of Freeman*, 146 Wn. App. 250, 259, 192 P.3d 369 (2008), *aff’d sub nom. Freeman v. Freeman*, 169 Wn.2d 664, 239 P.3d 557 (2010); *Bierce v. Grubbs*, 84 Wn. App. 640, 645, 929 P.2d 1142 (1997); *Hill*

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<sup>20</sup> RCW 59.30.040(9) provides that “[i]f an administrative hearing is initiated, the respondent and complainant shall each bear the cost of his or her own legal expenses.” This provision is identical to RCW 34.05.425(9), which also provides that for hearings under the APA, the respondent and complainant “shall each bear the cost of his or her own legal expenses.” By their terms, these statutes apply only to administrative hearings, not subsequent appeals. Young did not represent Ms. Allen at the administrative hearing and sought no fees relating thereto. In addition, just because attorney’s fees may be awardable under the Equal Access to Justice Act (RCW 4.84.340 - .350) does not preclude an attorney-fee award under some other appropriate statute, i.e., RCW 59.20.110.

*v. Cox*, 110 Wn. App. 394, 411, 41 P.3d 495 (2002) (“Regarding attorney fees below, we will not consider an issue raised for the first time on appeal”).

The Park never moved for reconsideration of the superior court’s award of attorney’s fees to Ms. Allen and never raised an objection – other than the amount of any fee award – to the superior court at the time of the hearing on Ms. Allen’s motion for attorney’s fees (CP 182-202). The Park is thus precluded from raising a new objection based on the claimed inapplicability of RCW 59.20.110.

In addition, where a statute or contract authorizes attorney fees, the court of appeals reviews the superior court’s determination of the amount of fees for abuse of discretion. *Tradewell Group, Inc. v. Mavis*, 71 Wn. App. 120, 126-27, 857 P.2d 1053 (1993); *see also Chuong Van Pham v. Seattle City Light*, 159 Wn.2d 527, 538, 151 P.3d 976 (2007). The superior court abuses its discretion when it exercises its discretion on untenable grounds or for untenable reasons. *Collins v. Clark County Fire District No. 5*, 155 Wn. App. 48, 98, 231 P.3d 1211 (2010). The Park here has failed to show any such abuse of discretion.

Finally, RCW 59.20.110 authorizes attorney’s fees to the prevailing party in any action “arising out of” the MHLTA. RCW 59.20.110. Washington courts have previously defined “arising out of” as meaning “‘originating from,’ ‘having its origin in,’ ‘growing out of,’ or ‘flowing from.’” *National Surety Corporation v. Immunex*

*Corporation*, 162 Wn. App. 762, 772-3, 256 P.3d 439 (2011), *aff'd*, 176 Wn.2d 872, 297 P3d 688 (2013). The phrase is unambiguous and has a broader meaning than "caused by" or "resulted from." *Munn v. Mutual of Enumclaw Insurance Co.*, 73 Wn. App. 321, 325, 869 P.2d 99 (1994) (citing *Toll Bridge Auth. v. Aetna Ins. Co.*, 54 Wn. App. 400, 404, 773 P.2d 906 (1989)). "Arising out of" does not mean "proximately caused by." *Id.*

The present action clearly arose out of the Park's violations of the MHLTA and Ms. Allen's subsequent complaints to the MHDRP. Thus, the attorney's fees awarded by the superior court under RCW 59.20.110 were proper.

**A. Compensation for Writing Briefs Was Not an Abuse of Discretion (BR 44-45).**

Although the Park argues that the fees awarded by the superior court are unreasonable, it cites only two examples: \$8,000 charged for a 19-page response brief and \$6,000 for a ten-page brief (BR 45-46). The Park cites no authority for the position that the reasonable fee for researching, writing and editing a brief is measured by the number of pages contained in the brief. Indeed, good writers know that it is more difficult and time consuming to write a clear, concise and compelling brief than to write a lengthy, scattered and muddled brief.<sup>21</sup> In any event, Ms. Allen's 10½-page

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<sup>21</sup> "I have only made this letter longer because I have not had the time to make it shorter." Blaise Pascal, *The Provincial Letters* (letter 16, 1757). Or as perhaps

reply brief of which the Park complains is attached in Appendix A, and this Court can determine whether the superior court abused its discretion in awarding some \$6,000 in fees for preparing this brief (CP 180).

Ms. Allen addressed constitutional issues and briefly whether the AG had standing to appeal because those were issues raised by the Park before the superior court (BR at 45). If the superior court relied upon constitutional defects to dismiss the notice of violation, as the Park urged the superior court to do, then Ms. Allen's appeal may have failed. So Ms. Allen needed to address those issues. Moreover, both the AG's brief and Ms. Allen's brief were due on the same day, so Ms. Allen could not know exactly what the AG would argue. Finally, the AG could have dismissed its appeal at any time, so to protect herself, Ms. Allen had to address all significant issues raised by the Park. The Park has shown no abuse of discretion.

**B. The Law Clerk's Rate was Appropriate (BR 46).**

Next, the Park argues that the trial court abused its discretion by including time at \$125 per hour that Young's Rule 6 law clerk spent on the case (BR 46). Beyond this broad assertion, however, the Park fails to show why Young's law clerk's efforts were not valued at

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more concisely summarized: "So the writer who breeds more words than he needs, is making a chore for the reader who reads." Dr. Seuss, *A Short Condensed Poem in Praise of Reader's Digest Condensed Books*, Reader's Digest Condensed Books, Vol. 1 (Reader's Digest 1980) (back cover).

\$125 per hour. The qualifications of the law clerk (CP 175-176, 210-211) were not challenged and were accepted by the superior court (CP 229, ¶ 4). Another attorney in Puyallup, not Seattle, billed out paralegals, not law clerks, at \$100 per hour in 2012 (CP 436-37). The Park has shown no abuse of discretion.

**C. Awarding a Multiplier Was Not an Abuse of Discretion (BR 46).**

The Park makes a cursory argument that the award of a multiplier was inappropriate (CP 46). The Washington Supreme Court has approved the award of multipliers in contingency fee cases. *Chuong Van Pham, supra*, 159 Wn.2d 527, 542. The trial court here adjusted the lodestar to account for the contingent nature of the case and its undesirability (CP 229, COL 4). The Park has not shown that the superior court's conclusion was an abuse of discretion.

**V. Ms. Allen's Claim Is Not Moot (BR 53).**

A case is moot "if it is deprived of its practical significance or becomes purely academic." *In re Marriage of Irwin*, 64 Wn. App. 38, 59, 822 P.2d 797 (1992). Stated another way, a case is moot when the court can no longer provide effective relief. *Orwick v. City of Seattle*, 103 Wn.2d 249, 253, 692 P.2d 793 (1984). Such is not the case here. Ms. Allen's estate can still recover any excess rent she was charged through the Park's violation of the MHLTA.

Furthermore, even if an issue is moot, the "fact that an issue is moot does not divest [the] court of jurisdiction to decide it."

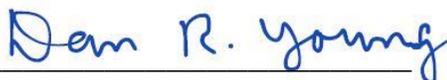
*DeFunis v. Odegaard*, 84 Wn.2d 617, 628, 529 P.2d 438 (1974). The court there stated that it would “retain an appeal and decide issues, even though moot, if they present matters of substantial public interest . . .” *Id.* The present case presents issues of substantial public interest which this Court should decide, as there are no appellate decisions which resolve the inherent conflict in the definitions of a *park model* and *recreational vehicle* in the context of a mobile home park under state law.

## **VI. CONCLUSION**

For the reasons set forth above, this Court should reverse the ALJ’s interpretation of *park model*, adopt Ms. Allen’s interpretation of the term *park model*, uphold the superior court’s subsequent judgment for attorney’s fees, and award to Ms. Allen her attorney’s fees and costs incurred in this appeal.

RESPECTFULLY SUBMITTED this 5<sup>th</sup> day of September, 2017.

**Law Offices of Dan R. Young**

By   
Dan R. Young, WSBA # 12020  
Attorney for Petitioner Allen

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SUPERIOR COURT  
THURSTON COUNTY, WA

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Linda Myhre Enlow  
Thurston County Clerk

EXPEDITE  
No Hearing Set  
X Hearing Set  
Date: September 23, 2016  
Time: 2:00 p.m.  
Judge/Calendar: Judge Anne Hirsh

15-2-02446-34  
BR  
Brief  
609046



IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF THURSTON

EDNA ALLEN, an individual,  
  
Petitioner,

No. 15-2-02446-34

vs.

REPLY BRIEF OF PETITIONER EDNA ALLEN

OFFICE OF THE ATTORNEY GENERAL,  
STATE OF WASHINGTON,  
  
Respondent.

Edna Allen submits the following reply brief in this matter:

**I. LEGAL ARGUMENT**

**1. The Central Issue is Whether Dan & Bill's RV Park is a Mobile Home Park.**

Edna Allen filed a complaint with the MHDRP administered by the AG raising issues of the Park's failure to provide a lease, the Park's raising rent with less than three months' notice, etc.<sup>1</sup> That complaint led to an investigation by the MHDRP, a notice of violation to the Park and

<sup>1</sup> Under the MHLTA, every tenancy coming within the MHLTA must be documented with a written rental agreement, signed by the parties, containing a number of required provisions. RCW 59.20.060(1). Rental agreements are automatically renewed. RCW 59.20.090(1). If the landlord wants to increase rent upon renewal, the landlord must notify the tenant in writing three months prior to the effective date of any increase in rent. RCW 59.20.090(2).

1 ultimately an administrative hearing in which the ALJ determined that the Park was not a mobile  
2 home park.

3 Whether the Park is a *mobile home park* depends upon the definition of a mobile home  
4 park. Fortunately, the MHLTA provides a definition: a mobile home park means “any real  
5 property which is rented or held out for rent to others for the placement of *two or more* mobile  
6 homes, manufactured homes, or *park models* for the primary purpose of production of  
7 income . . .” (italics added).<sup>2</sup> The parties agree that there are no manufactured homes<sup>3</sup> or mobile  
8 homes, as defined in the MHLTA, in the Park.<sup>4</sup> There is no doubt that the Park rents out real  
9 property to others, i.e., the twenty to thirty or more tenants in the Park, for the primary purpose of  
10 production of income.<sup>5</sup> Accordingly, the only issue is whether there are two or more park models  
11 in the Park.<sup>6</sup> If there are, the Park is a mobile home park as defined in the MHLTA. If there are  
12  
13

14 \_\_\_\_\_  
15 <sup>2</sup>RCW 59.20.030(10). There is an exception where the “real property is rented or held out for rent for seasonal  
16 recreational purpose only and is not intended for year-round occupancy . . .” *Id.* There is no evidence of any  
17 “seasonal recreational purpose” here. The Park attempts to argue, however, that a mobile home park must contain  
18 mobile home lots before the park can be a mobile home park. Park’s Resp. Br. at 9. This is circular reasoning. A  
19 mobile home lot is defined in the MHLTA as “a portion of a mobile home park . . . designated as the location of  
20 one . . . park model and its accessory buildings, and intended for the exclusive use as a primary residence by the  
21 occupants of that . . . park model” (emphasis added). RCW 59.20.030(9). Because a mobile home lot means a *portion*  
22 of a *mobile home park*, it must first be determined whether there is a mobile home park. A mobile home lot cannot  
23 exist independently of a mobile home park. If a mobile home park exists, then the place where the park model is  
located is the mobile home lot. Under the MHLTA, the required written rental agreement must contain a “written  
description, picture, plan, or map of the boundaries of a mobile home space sufficient to inform the tenant of the exact  
location of the tenant’s space in relation to other tenants’ spaces.” RCW 59.20.060(1)(j). If the owner of the mobile  
home park has failed to provide an adequate description, then the park has violated the MHLTA.

<sup>3</sup> The Park describes in detail the requirements of a manufactured home, Park’s Resp. Br. at 10, but this discussion is  
irrelevant, as there are no manufactured homes in the Park.

<sup>4</sup> A *mobile home* is defined in RCW 59.20.030(8). A *manufactured home* is defined in RCW 59.20.030(6). The ALJ  
determined that there was no dispute about this issue. COL 5.14 (AR 867).

<sup>5</sup> The Park rents out space for tenants to site their dwelling units. There was no evidence presented that tenants rent  
their dwelling units from the Park. There was testimony that there are about 20 or 30 recreational vehicles in the Park.  
AR 1088.

<sup>6</sup> A mobile home park might contain 40, 140 or 250 units or more. Regardless of the number of units in the park, if  
the park contains just two park models, as defined in the MHLTA, the park is a mobile home park. This standard  
represents a very low threshold for classification as a mobile home park and reflects legislative intent as to the  
importance of the protections provided to tenants by the MHLTA.

1 not two or more park models in the Park, of course, the Park is not a mobile home park. The ALJ  
2 determined “that this issue is the key” to resolution of the case. COL 5.14 (AR 867).

3 It is undisputed that Edna Allen lives in a park model.<sup>7</sup> Therefore, the issue reduces to  
4 whether there is at least one other park model in the Park.<sup>8</sup> That issue is determined by considering  
5 the definition of a *park model* in the MHLTA: a *park model* means “a recreational vehicle intended  
6 for permanent or semi-permanent installation and is used as a primary residence.” RCW  
7 59.20.030(14).<sup>9</sup> Many, if not all, tenants in the Park live in recreational vehicles.<sup>10</sup> Many, if not  
8 all, tenants in the Park use their recreational vehicles as their primary residence.<sup>11</sup> It is thus  
9 undisputed that many Park tenants live in recreational vehicles and use them as their primary  
10 residences. Thus the only question left in order to determine whether more than one tenant lives  
11

12  
13 <sup>7</sup> The ALJ so found. COL 5.22 (AR 869). A photograph of Ms. Allen’s park model is shown in Hrng. Ex. 11 (AR  
14 370) See AR 253 for a color version of Hrng. Ex. 11.

15 <sup>8</sup> The Park claims that “[a]ll residents testified that they do not live in park models.” Park’s Resp. Br. at 9. In fact,  
16 only six of the park residents testified, and two of them, Ms. Allen and Mr. Niquette, testified that they did live in park  
17 models. AR 987, 1034.

18 <sup>9</sup> Although the Park cites to the testimony of witnesses and refers to usage in the trade with respect to the definition  
19 of *park model*, Park’s Resp. Br. at 13-14, the statutory definition in RCW 59.20.030(14) controls. *Cooper v. ALSCO,*  
20 *Inc.*, \_\_\_ Wn.2d \_\_\_, 376 P.3d 382, 385 (2016) (statutory definition controls over intuitive meaning). The ALJ even  
21 commented that he “was obliged to use the RCW definition, which it’s likely none of the witnesses are familiar with  
22 . . .” AR1061. Moreover, while some tenants testified that they do not live in park models, Park’s Resp. Br. at 9,  
23 they also testified that they were unaware of the definition of a park model in the MHLTA. AR 1024-1025 (Ms.  
Hamrick); AR 1035, 1052 (Mr. Niquette); AR 1063 (Mr. Shinkle); AR 1094 (Mr. Bordenik). Their testimony is thus  
irrelevant as to the definition under the MHLTA. The AG also objected to this testimony as a legal conclusion, which  
the ALJ erroneously overruled. AR 1061. The ALJ stated he did not consider it a legal conclusion, since the ALJ  
was “obliged to use the RCW definition . . .” *Id.*

<sup>10</sup> A *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.” RCW 59.20.030(17). Although the Park argues that recreational vehicles are mobile and easy to move, Park’s  
Resp. Br. at 11, such argument is irrelevant. By definition, recreational vehicles are “primarily designed and used as  
temporary living quarters . . .” *Id.* The difficulty for the Park is that, in spite of the fact that recreational vehicles are  
designed and used as temporary living quarters, some people in the lower economic strata use such recreational  
vehicles as their primary residence and intend to do so for long periods of time. Such people seek to reduce their  
housing costs by living in such vehicles on a long-term basis.

<sup>11</sup> Some tenants may move out of the park for short periods if the river floods or they want to take a two-week trip.  
There was no testimony, however, that any of these tenants had another residence they lived in, so their recreational  
vehicle was their primary residence.

1 in a *park model* is whether the recreational vehicles in question are *intended for permanent or*  
2 *semi-permanent installation* under the definition of park model in RCW 59.20.030(14).

3 While these italicized words are undefined in the statute, they are not technical terms,  
4 specialized terminology or words confined to a particular industry. Rather, they are all common  
5 words in ordinary use. If a court were uncertain about their meaning, it could consult a dictionary.  
6 *Nissen v. Pierce County*, 183 Wn.2d 863, 881, 357 P.3d 45 (2015) (the court “may use a dictionary  
7 to discern the plain meaning of an undefined statutory term”).

8 Ms. Allen parsed these undefined terms in her opening brief. Allen Opening Br. at 11-14.  
9 Except for the meaning of the word *intended*, i.e., whose intent was relevant with respect to  
10 *permanent or semi-permanent installation* (the Park’s, the tenant’s or the recreational vehicle  
11 manufacturer’s), the Park has not offered any interpretation different from that proposed by Ms.  
12 Allen.<sup>12</sup> Based on the legislative intent of promoting long-term and stable mobile home park

13 \_\_\_\_\_  
14 <sup>12</sup> Ms. Allen argued that the word *intended* referred to the intent of the tenant. The statute cannot refer to the intent  
15 of the *manufacturer* of the recreational vehicle, because recreational vehicles are designed and built as temporary  
16 living quarters. See 24 CFR §3282.8(g) (recreational vehicle manufacturers enjoy an exemption from the Housing  
17 Construction and Safety Standards Act provided, among other things, their products are “[d]esigned primarily not for  
18 use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use”).  
19 While the Park argues that it is the *Park’s* intent that controls, as “only a landlord may ‘hold out’ his or her premises  
20 for a particular purpose” (Park’s Resp. Br. at 9), the Park could easily clarify and control its own intent by specifying  
21 in a rental agreement, park rule, letter or other documentation a limitation on the amount of time that a tenant could  
22 reside in the Park. Nothing would prevent the landlord from limiting residency to three weeks, three months, six  
23 months or some other specified, limited period, so as to come within the exception of “seasonal recreational use” in  
RCW 59.20.030(10). (The landlord would likely suffer a significant reduction in income in such event, as a park  
rented out for only six months per year would likely generate one half of the revenue of a park rented out for an entire  
year.) Instead, the Park permits residents (e.g., Ms. Hamrick) to stay in the park for thirteen years or more, or as long  
as they want to reside there. In the context of housing occupancy, such a period constitutes at least *semi-permanent*  
installation. Moreover, it is the *tenant* who installs the home in the Park, not the landlord, and the tenant is more likely  
to know how long the tenant intends to stay in the park, i.e., whether the installation of his home is permanent or semi-  
permanent. A landlord’s unexpressed, subjective intent should not in such circumstances trump the tenant’s intent  
and desire to remain in the park for a very long time. Absent some limitation placed by the Park on the length of the  
tenant’s occupancy, the *tenant’s* intent should therefore control.

A good example is Barbara Hamrick, who lives in a fifth wheel RV at the Park. AR 1013. Her home is depicted  
in Hrng. Exs. 24-26. AR 397-99 (See AR 269 for a color version of Hrng. Ex. 25). She has lived in the Park since  
2003. AR 1013. She drives her RV away from the park at least twice a year and is gone for anywhere from a day up  
to two weeks. AR 1014. Ms. Hamrick describes her RV as her permanent home. AR 1016. (She stated she would  
“never be able to afford” [to rent another place], so [she’ll] probably just keep buying RVs and living in an RV court.”  
AR 1016. With respect to her living in the Park, she said “[she]’d probably die there” AR 1016. Her RV is parked in  
space number 38. AR 1021. She subscribes to cable TV service for her RV, which is billed to her at the Park. AR

1 tenancies, *Holiday Resort Community Association v. Echo Lake Associates, LLC*, 134 Wn. App.  
2 210, 224, 135 P.3d 499 (2006), this Court should interpret the statutory definition of *park model*  
3 to the effect that (1) it is the tenant’s intent which controls, unless the landlord has unequivocally  
4 manifested a contrary intent; (2) *permanent or semi-permanent* specifies a long period of time in  
5 the context of residential occupancy;<sup>13</sup> and (3) installation of the recreational vehicle means simply  
6 placing the vehicle in service, and has nothing to do with how the recreational vehicle is physically  
7 attached to the lot upon which it is located.<sup>14</sup>

8 Thus, as applied to a recreational vehicle, the key phrase *intended for permanent or semi-*  
9 *permanent installation* has the plain and ordinary meaning *to intend to put the [recreational*  
10 *vehicle] in place for use for a long time*. This plain and ordinary meaning should prevail in the  
11 interpretation of the phrase, over the strained and illogical interpretation reached by the ALJ. More  
12 than one recreational vehicle in the Park qualifies as a *park model* under the definition in RCW  
13 59.20.030(14). The Park is therefore a mobile home park.

16 1022-23. From Ms. Hamrick’s testimony it is clear that she intended for her fifth-wheel RV to be put in place as a  
17 primary residence at the Park for long-term use, i.e., her RV is intended for permanent or semi-permanent installation  
18 (“[she]’d probably die there”). The fact that she makes some occasional short-term trips away has no bearing on this  
19 intent, as she does return to her space in the Park. Ms. Hamrick’s unit is therefore a *park model* under the definition  
20 in RCW 59.20.030(14). Similarly with other tenants: The ALJ found that the Park tenant witnesses intended to live  
21 in the park a very long time, i.e., permanently or semi-permanently: “When Ms. Allen moved into [the trailer] in  
22 January 2014, she intended to live there permanently,” FOF 4.26 (AR 860); “Ms. Hamrick lives in a recreational  
23 vehicle” which she “considers . . . her permanent home,” FOF 4.30, 4.31 (AR 861); “Mr. Niquette lives in his 36-  
foot travel trailer” and “plans to reside at the park for an indefinite period of time,” FOF 4.35, 4.39 (AR 861-62); “Mr.  
Shinkle owns . . . a 40-foot travel trailer” and “has no plans to leave the Park,” FOF 4.41, 4.42 (AR 862); “Roy  
Bordenik has lived in the Park in a motor home for approximately nine years” FOF 4.47 (AR 863). He is on a fixed  
income and the rent is reasonable. AR 1110. He has no plans to move out. AR 1083. For photographs of homes in  
the Park, see Hrng. Exs. 8 – 27. AR 363-402.

<sup>13</sup> According to Census Bureau data, the average duration people tend to remain in owner-occupied housing is about  
eight years. <https://www.census.gov/sipp/p70s/p70-66.pdf> (last accessed 9-11-16).

<sup>14</sup> The dictionary definition of *installation* is “something installed, as machinery or apparatus placed in position or  
connected for use.” *Webster’s Encyclopedic Dictionary of the English Language* (Random House 1996) 988. The  
word *install* means “to place in position or connect for service or use: *to install a heating system*.” *Id.* at 987. How  
securely the machinery or apparatus is physically installed or how quickly it can be removed is not part of the  
definition. Cf., the installation of a dishwasher or washing machine.

1           **2. The Standard of Review Is Not a Deference Standard but De Novo.**

2           The Park asserts that “the MHLTA falls within the agency’s [MHDRP’s] expertise, and  
3 this Court must defer to its interpretation of law as well as findings of fact.” Park’s Resp. Br. at 7.  
4 This conclusion does not follow from the cases cited by the Park, and in fact is inconsistent with  
5 those cases.

6           Courts "accord deference to an agency interpretation of the law where the agency has  
7 specialized expertise in dealing with such issues, but [courts] are not bound by an agency's  
8 interpretation of a statute." *City of Redmond v. Cent. Puget Sound Growth Mgmt. Hearings*  
9 *Bd.*, 136 Wn.2d 38, 46, 959 P.2d 1091 (1998); *see also Port of Seattle v. Pollution Control*  
10 *Hearings Board*, 151 Wn.2d 568, 587, 90 P.3d 659 (2004) (“Where statutory construction is  
11 necessary, this court will interpret statutes de novo. However, if an ambiguous statute falls within  
12 the agency's expertise, the agency's interpretation of the statute is 'accorded great weight, provided  
13 it does not conflict with the statute.'" (quoting *Pub. Util. Dist. No. 1 of Pend Oreille County v.*  
14 *Dep't of Ecology*, 146 Wn.2d 778, 790, 51 P.3d 744 (2002))).

15           Taking the ALJ’s decision to be that of the agency, under the above authority this Court is  
16 not bound by the ALJ’s interpretation of the MHLTA.<sup>15</sup> Rather, this Court should engage in de  
17 novo review of the ALJ’s interpretation of RCW 59.20.030(14), since that interpretation conflicts  
18 with the statute. Nor has the Park demonstrated that the MHDRP has “special expertise” in  
19 dealing with park models or the definition of a mobile home park. Indeed, of the eight notices of  
20 violation issued by the MHDRP since 2009, none has involved the definition of a park model or  
21 mobile home park. Park’s Resp. Br. at 7 n. 5.

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23  

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<sup>15</sup> The Park cites *City of Redmond* and *Port of Seattle* for the same principles. Park’s Resp. Br. at 7.

1           **3. The Park Misunderstands the Interplay Between and Application of the RLTA**  
2           **and MHLTA.**

3           The Park argues that the Residential Landlord-Tenant Act (“RLTA”), RCW ch. 59.18,  
4 applies to the Park. Park’s Resp. Br. at 3, 16, 20. That is incorrect.<sup>16</sup> The RLTA applies to a  
5 landlord (“owner . . .” of property) renting a dwelling unit (“structure or that part of a structure  
6 used as a home, residence or sleeping place . . .”) to a tenant (“person who is entitled to occupy  
7 a dwelling unit primarily for living or dwelling purposes under a rental agreement”).<sup>17</sup> There is  
8 no evidence that the Park rents a *dwelling unit* as defined in the RLTA to any of the six tenants  
9 who testified at the hearing, nor for that matter, that the Park rents out any dwelling unit to anyone.  
10 The Park rents out land upon which the owners of the recreational vehicles can park their vehicles.  
11 Thus the RLTA is wholly inapplicable to the Park’s operation.<sup>18</sup>

12           The Park also cites *State v. Schwab*, 103 Wn.2d 542, 545, 693 P.2d 108, 109 (1985) for the  
13 proposition that the “Washington State Attorney General’s Office is forbidden from interjecting

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14 <sup>16</sup> The MHLTA, however, incorporates the eviction procedures contained in the RLTA. Thus RCW 59.20.040  
15 provides that certain provisions of the RLTA, i.e., “RCW 59.18.055 and 59.18.370 through 59.18.410 shall be  
16 applicable to any action of . . . unlawful detainer arising from a tenancy under the provisions of this chapter . . .”  
17 RCW 59.20.040. The MHLTA also provides that “Chapters 59.12 and 59.18 RCW govern the eviction of recreational  
18 vehicles, as defined in RCW 59.20.030, from mobile home parks. This chapter governs the eviction of mobile homes,  
19 manufactured homes, park models, and recreational vehicles used as a primary residence from a mobile home park.”  
20 RCW 59.20.080(3). Thus the owner of a recreational vehicle (as defined in RCW 59.20.030, i.e., a transient vehicle)  
21 would be evicted under RCW ch. 59.12 if the owner lived in an RV park which was not a mobile home park; would  
22 be evicted under RCW ch. 59.18 if the vehicle owner rented the vehicle (the “dwelling unit”) from the owner of the  
23 real property (i.e., the vehicle was a *dwelling unit* rented by a *tenant*); and would be evicted under RCW ch 59.20 if  
the recreational vehicle was used as a primary residence or was a park model as defined in RCW 59.20.030(14). RCW  
59.20.080(3). But the present case does not deal with eviction, and the Park cannot cite any provision of the RLTA  
which governs the Park, unless the Park is also a mobile home park. So the Park’s claim that it is an RV park governed  
by the RLTA, Park’s Resp. Br. at 3 (the Park follows the . . . RLTA”) is completely inconsistent and incorrect.  
Moreover, the Park cannot escape scrutiny by now declaring itself to be an “RV campground,” Park’s Resp. Br. at 3.  
Mr. Haugsness testified at the hearing that he operated “an RV park.” AR 1248.

<sup>17</sup> The definition of *landlord* is contained in RCW 59.18.030(2); that of *dwelling unit* in RCW 59.18.030(1); and that  
of *tenant* in RCW 59.18.030(8). Certain living arrangement are exempt from the RLTA, as provided in RCW  
59.18.040, but none of those exemptions is applicable here.

<sup>18</sup> Since the RLTA does not apply to Park tenants renting spaces from the Park (they are not renting dwelling units),  
if the Park were not a mobile home park, only RCW ch. 59.12 would apply to the eviction process. Thus the tenants  
living in recreational vehicles would have none of the protections available to residential tenancies, i.e., people living  
in apartments, living in houses, living in manufactured homes, living in mobile homes, etc. It is highly doubtful that  
the Legislature intended this result for the large number of people living in recreational vehicles as their primary  
residence.

1 into RLTA tenancies.” Park’s Resp. Br. at 2. The court in *Schwab* actually held that residential  
2 tenancies under the RLTA were not subject to the Washington Consumer Protection Act, RCW  
3 ch. 19.86 (the “CPA”). However, in *Ethridge v. Hwang*, 105 Wn. App. 447, 457, 20 P.3d 958  
4 (2001) the court distinguished *Schwab* and held that the CPA applied to mobile home tenancies.<sup>19</sup>  
5 See also, *Holiday Resort, supra*, 134 Wn. App. 210, 226.

6 **4. Trial Court Decisions Are Not Legal Authority and Have No Precedential Value.**

7 The Park argues that the trial court decision in the unlawful detainer case of *Haugness v.*  
8 *Gilispie*, Pierce County Superior Court cause #10-2-13592-3, somehow has bearing on the present  
9 case, i.e., it is “persuasive evidence.” Park’s Resp Br. at 19-22. That decision is irrelevant. “[T]he  
10 findings of fact and conclusions of law of a superior court are not legal authority and have no  
11 precedential value.” *Bauman v. Turpin*, 139 Wn. App. 78, 87, 160 P.3d 1050 (2007), citing  
12 *Tunstall v. Bergeson*, 141 Wn.2d 201, 224, 5 P.3d 691 (2000), *cert. denied*, 522 U.S. 920 (2001);  
13 *Kitsap County v. Allstate Insurance Co.*, 136 Wn.2d 567, 577, n 10, 964 P.2d 1173 (1998) (stating  
14 that “unpublished decisions of trial courts . . . have no precedential value . . .”).<sup>20</sup> Even  
15 unpublished opinions of the court of appeals are not binding authority.<sup>21</sup> The ALJ recognized the  
16 soundness of these principles. COL 5.14 (AR 867).

17  
18 <sup>19</sup> The court in *Ethridge* stated that “the MHLTA and RLTA are dissimilar in their provision of remedies, their  
19 purposes, and their scopes. The Legislature, in enacting the MHLTA to govern the unique case of mobile home  
20 tenancies, implicitly rejected the idea that the MHLTA and RLTA are substantially similar.” 105 Wn. App. at 457.

20 <sup>20</sup> Of course, it would be inappropriate and unfair to apply the doctrine of collateral estoppel to the Haugsness case,  
21 because neither Ms. Allen nor the AG were parties to that case. The doctrine of collateral estoppel “prevents  
22 relitigation of an issue after the party estopped has had a full and fair opportunity to present its case.” *Hanson v. The*  
23 *City of Snohomish*, 121 Wn.2d 552, 561, 852 P.2d 295 (1993). Application of the doctrine also requires identity of the  
parties, which is lacking here. *Id.* at 562.

21 <sup>21</sup> GR 14.1(a) provided that a “party may not cite as authority an unpublished opinion of the Court of Appeals.”  
22 However, effective September 1, 2016, GR 14.1(a) was amended to read as follows: “Unpublished opinions of the  
23 Court of Appeals are those opinions not published in the Washington Appellate Reports. Unpublished opinions of the  
Court of Appeals have no precedential value and are not binding on any court. However, unpublished opinions of the  
Court of Appeals filed on or after March 1, 2013, may be cited as nonbinding authorities, if identified as such by the  
citing party, and may be accorded such persuasive value as the court deems appropriate.” The Park has not identified  
any Court of Appeals decision which holds or suggests that the Park is not a mobile home park.

1           **5. The Pierce County Code Precludes the Park from Being a Recreational Vehicle**  
2 **Park.**

3           The Park would like to paint the picture that, under the purported authority of “Pierce  
4 County officials and the County itself[,]” Park’s Resp. Brief at 17, it is a recreational vehicle park,  
5 as opposed to a mobile home park. This argument is without merit.

6           First, the Park contends that the issue of Pierce County Code (“PCC”) “is not properly  
7 preserved in the record below.” Park’s Resp. Br. at 17. In fact, the PCC was raised many times  
8 at the hearing, including in the testimony of the Park owner, Mr. Haugsness, and others. AR 908  
9 (the ALJ stating that “the alleged county code violations are at issue in this hearing”); AR 1140,  
10 1150-51, 1227-29, 1241-42.<sup>22</sup>

11           Importantly, the PCC occupancy standards apply not only to recreational vehicle park  
12 owners, but also to the users of the recreational vehicles: The PCC specifies that recreational  
13 vehicles may not be permanently occupied for indefinite periods of time, except within the mobile  
14 home context; it further specifies the defining line between temporary and permanent occupancy  
15 at 120 days in a 12-month period.<sup>23</sup> This limitation is liberalized to 180 calendar days for  
16 recreational vehicles sited within new and expanding parks approved under PCC 18J.15.210.<sup>24</sup> It

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18  
19 <sup>22</sup> For example, Mr. Haugsness referred to the PCC indirectly through reference to a Pierce County Superior Court  
20 order in hearing exhibit C. AR 1247. He claimed the order declared the Park to be a recreational vehicle park, but it  
21 did not; rather the order merely reversed Mr. Haugsness’s criminal conviction for violating county codes relating to  
22 improper septic connections. AR 440, 442.

23 <sup>23</sup> “Recreational vehicles, travel trailers, or tents shall not be used as a permanent place of abode, or dwelling, for  
indefinite periods of time, except as stipulated in PCC 18J.15.200 for mobile home parks. Occupancy of a recreational  
vehicle, travel trailer, or tent, or combination thereof, for more than 120 days in any 12-month period shall be  
considered permanent occupancy.” PCC 18A.38.030.A(4). See App. B, p. 3.

<sup>24</sup> Such standards provide: “No recreational vehicle shall be used as a permanent place of abode, or dwelling, for more  
than 180 calendar days.” PCC 18J.15.210.D.3. See App. A, p. 9. The Park argues that the reference to PCC 18J.15.210  
does not apply to it, because the Park is not new and expanding. Park’s Resp. Br. at 16. However, the occupancy  
standards in PCC 18J.15.210.D.3 are “general standards [which] shall apply to *all* recreational vehicle parks . . .”  
PCC 18J.15.210.D.3 (italics added).

1 therefore follows that no recreational vehicle may be legally occupied in Pierce County for more  
2 than 180 calendar days in a year, except in a mobile home park.<sup>25</sup>

3 Consequently, the PCC forecloses the Park's argument that it is a recreational vehicle  
4 park<sup>26</sup> under the PCC, as a recreational vehicle park under the PCC is a site that accommodates  
5 recreational vehicles *for vacation or other similar short stay purposes*. PCC 18.25.030. Yet many  
6 Park tenants have lived there for years.<sup>27</sup> Furthermore, the PCC precludes a park from being  
7 simultaneously a recreational vehicle park and a mobile home park. PCC 18.25.030. Thus the  
8 Park, by permitting the tenants to stay longer than the maximum allowable time, precludes itself  
9 from being a recreational vehicle park (only short-term tenancies allowed), but that same factor  
10 seals its classification as a mobile home park (permanent occupancy of recreational vehicles).

## 11 II. CONCLUSION

12 By asserting that it is not a mobile home park, the Park is denying the tenants the  
13 protections contained in the MHLTA, e.g., limitations on evictions, requirement of a written lease  
14 which automatically renews, limitations on the frequency of rent increases, etc. It has been shown  
15 above that the RLTA does not apply to the Park, because the Park tenants are renting lot spaces,  
16 not dwelling units. The Legislature could not have intended that this very sizable and vulnerable  
17 group of people, living in many cases one step above homelessness in the same place on a long-

18  
19 \_\_\_\_\_  
20 <sup>25</sup> A mobile home park is defined for purposes of the PCC as "a tract of land . . . where two or more spaces or pads  
are provided solely for the placement of mobile or manufactured homes or *recreational vehicles for permanent  
occupancy* for residential purposes with or without charge. A mobile home park shall not include . . . recreational  
vehicle parks . . ." PCC 18.25.030 [italics added]. See App. C, p. 2.

21 <sup>26</sup> A recreational vehicle park is defined in the PCC as "a tract of land . . . developed with individual sites for rent  
and containing roads and utilities to accommodate recreational vehicles or tent campers *for vacation or other similar  
short stay purposes*." PCC 18.25.030 [italics added]. A recreational vehicle is defined as "a vehicle, other than a  
mobile home, which is permanently designed and intended for use for *temporary housing purposes*. Recreational  
vehicles shall include, but not necessarily be limited to, campers, motor homes, and travel trailers." PCC 18.25.030  
[italics added]. See App. C, p. 3.

22  
23 <sup>27</sup> Even the MHLTA requires the Park to comply with "codes, statutes, ordinances, and administrative rules applicable  
to the mobile home park[.]" RCW 59.20.130(1).

1 term basis, should have no legal housing protection, whereas those living in apartments, stick-built  
2 houses, and manufactured homes should enjoy the protections afforded by the RLTA and MHLTA.  
3 It is not difficult to satisfy the minimal requirements of a *park model*: living in a recreational  
4 vehicle as a primary residence where the intent is to live there on a permanent or semi-permanent,  
5 i.e., long-term, basis. And no matter how large the park is or how many units are in the park, only  
6 two park models need to exist in the park before the park is a mobile home park. For the reasons  
7 set forth above, this Court should reverse the order of the ALJ, rule that the Park is a mobile home  
8 park as defined in the MHLTA, and award costs and attorney's fees to Ms. Allen.

9 Dated this 12<sup>th</sup> day of September, 2016.

10 LAW OFFICES OF DAN R. YOUNG

11 

12 Dan R. Young, WSBA#12020  
13 Attorney for Edna Allen

# Appendix A

Pierce County Code

Chapter 18J.15, Sections 101, 200, 210

**18J.15.010 Purpose, Applicability and Exemptions.**

- A. **Purpose.** This Chapter provides design objectives that are implemented with design standards and guidelines to protect the property values and property rights of property owners and promote compatibility between land uses by reducing the visual, noise, and lighting impacts of development on users of the site and abutting uses. The Chapter also serves to promote the use and protection of vegetation native and common to Western Washington, use solar principles in landscape and building design, enhance and define public and private open spaces, promote the application of water-efficient techniques in the design, installation, and maintenance of landscaping, and promote physical safety of pedestrians and motorists.
- B. **Applicability.** The standards contained in this Chapter shall apply Countywide. If there is a conflict between a community plan standard and a countywide standard, the community plan standard shall be followed. Each Section in this Chapter contains specific applicability information unique to the design item. Table 18J.15.010-1 below provides a brief applicability summary of the design standard items contained in this Chapter.

<b>Table 18J.15.010-1. Countywide Design Standard Applicability and Exemptions</b>		
<p><b>NOTICE:</b> This Table provides summarized reference information. For detailed and specific language, refer to the Title, Chapter or Section.</p>		
	<b>Applicability</b>	<b>Exemptions</b>
<p><b>TITLE:</b> Title level applicability and exemption applies to all Chapters and Sections of the Title.</p>		
<p><b>18J</b> Development Regulations – Design Standards and Guidelines</p>	<ol style="list-style-type: none"> <li>1. New construction and expansion of buildings, structures, and parking lots.</li> <li>2. Use permits and expansion of uses, if the underlying project is subject to this Title.</li> <li>3. Site development activities, if the underlying project is subject to this Title.</li> <li>4. Site clearing, grading or filling without a proposed principal use.</li> <li>5. Land Divisions.</li> </ol>	<ol style="list-style-type: none"> <li>1. Agricultural structures for farming.</li> <li>2. Utility lines, equipment, and appurtenances, excluding substations and similar facilities.</li> <li>3. Water dependent uses subject to Title 20 PCC.</li> <li>4. Two lot single-family short plats, except that significant tree retention, PCC 18J.15.030 E.3., applies.</li> <li>5. Temporary uses; see Chapter 18A.38 PCC.</li> <li>6. Interior remodel work.</li> <li>7. Building maintenance.</li> <li>8. Portable classrooms on more than 2 acres.</li> <li>9. Bus shelters, less than 300 square feet.</li> <li>10. Individual single-family homes, except that special design standards apply in Graham, Gig Harbor or Browns/Dash Point, and significant tree retention of PCC</li> </ol>

<b>Table 18J.15.010-1. Countywide Design Standard Applicability and Exemptions</b>		
<b>NOTICE:</b> This Table provides summarized reference information. For detailed and specific language, refer to the Title, Chapter or Section.		
	<b>Applicability</b>	<b>Exemptions</b>
		18J.15.030 E.3. applies. 11. Sites regulated through a previously adopted site plan or recorded plat. 12. Change of use to outright permitted use with no exterior remodel/outdoor storage. 13. Exempt land divisions; see PCC 18F.10.060.
<b>CHAPTER:</b> Chapter level applicability and exemption applies to all Sections of the Chapter.		
<b>18J.15</b> Countywide Design Standards	Countywide. If there is a conflict between a countywide standard and a community plan standard, the community plan standard shall apply.	Title 18J PCC exemptions.
<b>SECTIONS:</b> Section level applicability and exemption applies only to that Section.		
<b>18J.15.015</b> Site Design	Commercial, industrial, and civic uses and buildings, and residential developments.	Title 18J PCC exemptions.
<b>18J.15.020</b> Site Clearing	1. Single-family attached (townhouse), multi-family, civic, utility, commercial, industrial, land divisions, and site development permits. 2. Remodels when the improvement value of the remodel is 60 percent or greater.	1. Title 18J PCC exemptions. 2. Animal, crop or forestry production. 3. Proposals which result in the removal of less than 1,000 square feet of native vegetation. 4. Agricultural activities, except for sales and services within ARL and RF, or with an approved Hobby Farm Agreement, or Farm and Agricultural Land pursuant to RCW 84.34. 5. Urban residential short subdivisions of 4 lots or less on 1 acre or less. 6. Public roads, paths, bicycle ways, trails, bridges, sewer lines, storm drainage facilities, related critical area mitigation, and other similar public infrastructure.
<b>18J.15.030</b> Tree Conservation	1. New uses and divisions of land proposed on vacant or redeveloping parcels.	1. Title 18J exemptions. 2. Development in a designated airport safety area or object-free

<b>Table 18J.15.010-1. Countywide Design Standard Applicability and Exemptions</b>		
<b>NOTICE:</b> This Table provides summarized reference information. For detailed and specific language, refer to the Title, Chapter or Section.		
	<b>Applicability</b>	<b>Exemptions</b>
	<p>2. Expansions of existing civic, utility, commercial, industrial, and multi-family structures exceeding 10 percent of the existing building footprint or associated impervious areas that do not have an existing approved tree conservation plan.</p> <p>3. Class IV forest practices.</p>	<p>area.</p> <p>3. Land used for agricultural activities, except for sales and services, if located in ARL or RF, has an approved Hobby Farm Agreement, meets Farm and Agricultural Land pursuant to RCW 84.34 and is being taxed as such, or is existing pasture land used for agricultural purposes.</p> <p>4. Silvicultural activities occurring in FL zone.</p> <p>5. Surface mining in MRO overlay.</p> <p>6. Urban short plats of 4 lots or less, on 1 acre or less, except that significant tree retention of PCC 18J.15.030 E.3. applies.</p> <p>7. Public roads, paths, bicycle ways, trails, bridges, sewer lines, storm drainage facilities, related critical area mitigation activities, and other similar public infrastructure.</p>
<b>18J.15.040</b> Landscape Buffers	Tables 1, 2 and 3 in 18J.15.040 G. establish the buffer level required for each proposed land use.	<p>1. Title 18J PCC exemptions.</p> <p>2. Existing, legally established, single and two-family dwellings and accessory structures.</p> <p>3. A single-family dwelling or accessory dwelling unit with a land division decision that did not include a landscape buffer requirement.</p> <p>4. Land divisions which result in 4 or fewer detached single-family dwelling unit lots.</p>
<b>18J.15.050</b> Street Trees	Both sides of all new roads.	Title 18J PCC exemptions.
<b>18J.15.060</b> Infill Compatibility	New residential developments of 5 or more dwelling units proposed adjacent to lots of less than 1 acre in size, built with similar housing type but to a lesser density.	Title 18J PCC exemptions and projects designed according to the Small Lot Design standards of Chapter 18J.17 PCC.

<b>Table 18J.15.010-1. Countywide Design Standard Applicability and Exemptions</b>		
<b>NOTICE:</b> This Table provides summarized reference information. For detailed and specific language, refer to the Title, Chapter or Section.		
	<b>Applicability</b>	<b>Exemptions</b>
<b>18J.15.070</b> Noise Attenuating Barriers	Any barrier being built to attenuate noise from a proposed or existing land use.	Title 18J PCC exemptions.
<b>18J.15.080</b> Off-Street Parking, Pedestrian, Bus, and Bicycle Facilities	1. New parking facilities that accommodate 10 or more vehicles. 2. Ten percent or more expansion to an existing parking lot that accommodates 10 or more vehicles. 3. New residential developments.	Title 18J PCC exemptions.
<b>18J.15.085</b> Exterior Illumination	1. New residential developments, civic, commercial and industrial uses; and 2. Multi-family, civic, commercial or industrial expansion greater than 60% of the building value, excluding interior improvements.	Title 18J PCC exemptions.
<b>18J.15.090</b> Parking Lot Landscaping	1. Perimeter parking lot landscaping is required for any portion of a parking lot which is within 20 feet of a right-of-way. 2. Interior parking lot landscaping is required for all new surface parking lots with 10 or more spaces. 3. Drive-through, storage and service areas.	Title 18J PCC exemptions.
<b>18J.15.100</b> Plant Lists	Western Washington native and/or drought tolerant plant material shall be used within all required landscape screening, buffers and parking lot landscaping.	Title 18J PCC exemptions. Exceptions: 1. Plants specifically required or prohibited by Title 18E or Title 20 shall supersede this Section. 2. Native plantings are required within natural buffer areas and tree conservation areas.
<b>18J.15.110</b> Plant Sizes, Soil Amendment, Irrigation	Street trees, landscape buffers, noise attenuating barriers, and parking lot landscaping unless a standard has otherwise been specified in this Chapter.	Title 18J PCC exemptions.
<b>18J.15.120</b> Plant Installation	Street trees, landscape buffers, replacement trees and parking lot	Title 18J PCC exemptions.

<b>Table 18J.15.010-1. Countywide Design Standard Applicability and Exemptions</b>		
<b>NOTICE:</b> This Table provides summarized reference information. For detailed and specific language, refer to the Title, Chapter or Section.		
	<b>Applicability</b>	<b>Exemptions</b>
	landscaping.	
<b>18J.15.130</b> Plant Protection and Maintenance	All vegetation and associated areas required pursuant to this Chapter.	Title 18J PCC exemptions.
<b>18J.15.140</b> Low Impact Development	LID techniques shall be utilized for development within the: 1. RSR zone classification. 2. USRO overlay. 3. Graham and Gig Harbor Open Space Corridors	Title 18J PCC exemptions.
<b>18J.15.150</b> Rural Pathways for Civic Uses	Certain new civic uses constructed in the rural areas.	Title 18J PCC exemptions.
<b>18J.15.155</b> Mechanical Equipment and Outdoor Storage	1. New multi-family developments, civic, commercial and industrial uses; and 2. Multi-family, civic, commercial or industrial remodel or expansion that changes the mechanical equipment or adds outdoor storage.	Title 18J PCC exemptions.
<b>18J.15.160</b> Dry Sewer Lines	New urban developments proposing to utilize interim on-site septic systems.	Title 18J PCC exemptions.
<b>18J.15.170</b> Stormwater Facilities	Attached single-family, multi-family, civic, utility, commercial, industrial, land divisions, use permits and site development permits.	1. Title 18J PCC exemptions. 2. Animal, crop or forestry production or mineral extraction. 3. Plats for 9 or fewer dwelling units.
<b>18J.15.180</b> Recreational Space/Areas	New residential developments of 10 dwelling units or more.	Title exemptions. Exceptions: 1. Single-family and duplex lots 12,000 square feet in size or larger. 2. Single-family lots located within 1,320 feet of a public park or public school.
<b>The following Sections apply to new development, expansion and conversion of the specific uses.</b>		
<b>18J.15.185</b>	Residential (attached single-family, duplex, triplex, multi-family, nursing home)	

<b>Table 18J.15.010-1. Countywide Design Standard Applicability and Exemptions</b>		
<b>NOTICE:</b> This Table provides summarized reference information. For detailed and specific language, refer to the Title, Chapter or Section.		
	<b>Applicability</b>	<b>Exemptions</b>
<b>18J.15.190</b>	Outdoor Event Facilities	
<b>18J.15.200</b>	Mobile Home Parks	
<b>18J.15.210</b>	Recreational Vehicle Parks	
<b>18J.15.220</b>	Construction and Contractor Facilities	
<b>18J.15.230</b>	Outdoor Stockpiles	
<b>18J.15.240</b>	Solid Waste Handling, Treatment and Storage Facilities	
<b>18J.15.250</b>	Hazardous Waste Treatment and Storage Facility	
<b>18J.15.260</b>	Water Storage Facilities	
<b>18J.15.270</b>	Telecommunication Towers and Wireless Facilities	
<b>18J.15.280</b>	Agritourism	

(Ord. 2013-85 § 1 (part), 2013; Ord. 2013-30s2 § 9 (part), 2013; Ord. 2012-2s § 8 (part), 2012; Ord. 2010-70s § 15 (part), 2010; Ord. 2009-98s § 2 (part), 2010)

#### **18J.15.200 Mobile Home Parks.**

- A. **Applicability.** This Section applies to all new and expanding mobile home parks.
- B. **Design Objective.** Provide design standards that ensure mobile home parks are located, developed and occupied in a manner that will protect the health, safety, general welfare and convenience of the occupants and the citizens of Pierce County.
- C. **Standards – General.** The following criteria shall govern the design of a mobile home park:
  1. A mobile home park shall contain not less than two spaces and shall be consistent with the density provisions of the underlying zone, except when located within the HRD and MUD zones. Mobile home parks proposed within the HRD and MUD zones shall have a minimum density of six dwelling units per acre.
  2. Only one mobile or manufactured home shall occupy any given space in the park.
  3. No building, structure, or land within the boundaries of a mobile home park shall be used for any purpose other than the following:
    - a. Mobile or manufactured homes used as a single-family residence only.
    - b. A patio, carport, or garage as an accessory use for a mobile/manufactured home.
    - c. Recreation buildings and structures including facilities such as a swimming pool for the exclusive use of park residents and their guests.
    - d. One residence for the use of the owner, a manager, or caretaker responsible for maintaining or operating the property. This residence may be either a mobile/ manufactured home or a site-built structure.
    - e. Public or private utilities where related exclusively to serving the mobile home park.
  4. **Setbacks.** No mobile/manufactured home, building, or other structure shall be located closer to a park boundary property line than is specified by the zone district in which the park is located.
  5. Two off-street parking stalls shall be provided for each mobile/manufactured

home space with a minimum 10 feet access to a park street. All required off-street parking spaces shall be not less than 8 x 20 feet and shall be paved or have a crushed rock surface and maintained in a dust free surface. On-street or curb-side parking shall not be counted as part or all of the required parking for a mobile home park where moving traffic lanes are used for this purpose.

6. All interior park roads shall be privately owned and shall be paved with asphalt or concrete to a width to safely accommodate the movement of a mobile home and emergency vehicles. Dead-end streets shall be provided with a 70 foot minimum diameter roadway surface turnaround exclusive of parking lanes.
7. Storage areas comprising not more than 10 percent of the total mobile home park area for recreational vehicles, boats, and trailers may be provided. Such areas shall be enclosed by a sight-obscuring fence or hedgerow.
8. There shall be landscaping and ground cover within open areas of the mobile home park not otherwise used for park purposes. Such open areas and landscaping shall be continually and properly maintained.
9. When deemed necessary to maintain compatibility of the park with adjacent land uses, buffering or screening may be required by the County approving authority.
10. Mobile homes may be maintained with or without mobility gear but in either event shall be secured to the ground in a manner approved by the Building Official. Each mobile home shall be skirted with weather resistant, non-combustible material compatible with the exterior finish of the mobile home.

**D. Standards – Phased Development.** Proposed mobile home parks of 10 or more acres in size developed after the effective date of this Section may be developed in phases. Notwithstanding a change of zone or reclassification of the site which would ordinarily preclude further development, a mobile home park which has completed the initial phase of development may be continued and developed into all additional phases indicated on the approved site plan provided that this exception shall only be applicable to phases which can be substantially completed within five years of the adoption of the change of zone.

**E. Standards – Park Administration.**

1. It shall be the responsibility of the park owner and manager to assure that the provisions of this Title are observed and maintained within the mobile home park. Violations of this Title shall subject both the owner and the manager of the facility to any penalties provided for violation of this Title.
2. No travel trailer or recreational vehicle shall be utilized except as temporary living quarters; however, the parking of an unoccupied recreational vehicle in duly-designated storage areas shall be permitted.
3. All refuse shall be stored in insect-proof, animal-proof, water-tight containers which shall be provided in sufficient number and capacity to accommodate all refuse. Any storage area for refuse containers shall be enclosed by sight-obscuring fence or screening and shall be situated on a concrete pad and shown on the site plan. Refuse shall be collected and disposed of on a regular basis.
4. Construction of accessory structures and alterations and additions to the mobile home park shall be subject to review by the Building Division, and necessary permits and inspections shall be obtained as required for such construction.
5. All electrical connections to each mobile home shall comply with the Electrical Code and shall be inspected.
6. Portable fire extinguishers rated for classes A, B, and C shall be kept in service buildings and at other locations conveniently and readily accessible for use by all residents and shall be maintained in good operating condition.

7. The park shall be maintained free of any brush, leaves, and weeds which might communicate fires between mobile/manufactured homes and other improvements. No combustible materials shall be stored in, around, or under any mobile/ manufactured home.
8. Individual mail boxes shall be provided for each space in the park.
9. The owner, or a designated agent, shall be available and responsible for the direct management of the mobile home park.

(Ord. 2010-70s § 15 (part), 2010)

#### **18J.15.210 Recreational Vehicle Parks.**

- A. **Applicability.** The Section applies to all new and expanding recreation vehicle parks.
- B. **Design Objective.** Provide design standards that ensure recreational vehicle parks are located, developed and occupied in a manner that will protect the health, safety, general welfare and convenience of the occupants and the citizens of Pierce County.
- C. **Standards – General.** The minimum design standards for recreational vehicle parks shall be as follows:
  1. **Capacity.** The number of recreational vehicles permitted in a park shall not exceed a capacity of 20 units per gross acre. This capacity may be further limited as a condition of approval of the park to ensure compatibility with the surrounding areas.
  2. **Recreational Vehicle Site Size.** Each individual recreational vehicle site shall be not less than 1,000 square feet in size.
  3. **Parking.** At least one parking space shall be provided at each recreational vehicle site. At least one additional parking space for each 20 recreational vehicle sites shall be provided for visitor parking in the park.
  4. **Internal Park Roads.** All internal park roads shall be privately owned and maintained. All park roads shall be constructed to the Pierce County Private Road and Emergency Vehicle Access Standards as amended.
  5. **Access.** Parks shall be located with direct access to an arterial roadway or state highway and with appropriate frontage thereon to permit appropriate design of entrances and exits.
  6. **Open Space/Recreational Facilities.** A minimum of 20 percent of the site shall be set aside and maintained as open space for the recreational use of park occupants. Such space and location shall be accessible and usable by all residents of the park for passive or active recreation. Parking spaces, driveways, access streets, and storage areas are not considered to be usable open space. The percentage requirement may be reduced if substantial and appropriate recreational facilities (such as recreational buildings, swimming pools or tennis courts) are provided.
  7. **Vehicle Setbacks.** No recreational vehicle site shall be closer than 35 feet from any exterior park property line abutting upon a major arterial, shoreline, or residential zone, or 30 feet from any other exterior park property line. A minimum separation of 10 feet shall be maintained between all vehicles. Permanent structures within a park shall meet the setbacks applicable to the zone in which the structure is located.
  8. **Landscaping/Screening.** A 20-foot-wide L3 landscaping buffer shall be provided around the perimeter of the parcel pursuant to PCC 18J.15.040 H.3.
  9. **Utilities.** Electricity and water service shall be provided to each recreational vehicle site. All utility lines in the park shall be underground and shall be approved by the agency or jurisdiction permitting the service;
  10. **Storm Drainage.** Storm drainage control facilities shall be provided as required

- by the Pierce County Stormwater Management and Site Development Manual;
11. **Public Facilities.** Recreational vehicle parks shall provide the following public facilities in such quantity, size and location as required by the agency issuing the permit:
    - a. A water distribution system connected to a public or private water utility;
    - b. A water station for filling recreational vehicle water storage tanks;
    - c. Restroom facilities containing showers and toilets connected to a public sanitary sewer or approved on-site septic system, the minimum number of which shall be one commode and one shower for each 20 recreational vehicle sites;
    - d. A sanitary waste station for emptying sewage holding tanks of recreational vehicles;
    - e. Refuse containers for solid waste in adequate quantity. Park garbage shall be picked up daily by park personnel, who shall also maintain the park free of any uncontrolled garbage.
  12. No external appurtenances, such as carports, cabanas or patios, may be attached to any recreational vehicle while it is in a park.
- D. Standards – Occupancy.** The following general standards shall apply to all recreational vehicle parks unless more restrictive requirements have been established by the Hearing Examiner through an approved discretionary land use permit:
1. No recreational vehicle shall be occupied overnight unless the vehicle is parked inside an approved recreational vehicle park. An exception to this rule may be granted for temporary uses as defined in Chapter 18A.38 PCC, subject to strict compliance with the requirements of said Section.
  2. No recreational vehicle shall be occupied for commercial purposes anywhere in unincorporated Pierce County. An exception to this rule may be granted for temporary uses as defined in Chapter 18A.38 PCC, subject to strict compliance with the requirements of said Section.
  3. No recreational vehicle shall be used as a permanent place of abode, or dwelling, for more than 180 calendar days. Any action toward removal of wheels of a recreational vehicle, except for temporary purposes for repair; or placement of the unit on a foundation, is prohibited.
  4. No space within a recreational vehicle park shall be rented for any purpose other than those expressly allowed by this Section.
- E. Standards – Health Department Approval Required.** Prior to occupancy of a recreational vehicle park, the owner shall obtain any and all necessary permits from the Tacoma-Pierce County Health Department and comply with all rules, regulations and requirements of said department. All permits must be kept current at all times, subject to the park being closed. The rules, regulations and requirements of the health department shall be construed as being supplemental to the provisions of this Section.
- F. Standards – Site Plan Required.** A site plan shall be submitted with all applications for a recreational vehicle park. This site plan shall be subject to review, modification, approval or denial by the agency issuing the permit. An approved site plan shall constitute an integral part of the permit for the recreational vehicle park and shall be binding upon the owner of the property, its successors and assigns. All development within the recreational vehicle park shall be consistent with the approved site plan.
- G. Standards – Phasing.** All required site improvements and other conditions of the permit and approved site plan shall be met prior to occupancy of any site by a recreational vehicle; provided that completion may be accomplished by phases if such phases are identified on the site plan and approved in the permit.
- H. Standards – Park Administration.**

1. The owner of a recreational vehicle park shall be responsible for the development and maintenance of the park in strict conformity with the approved site plan and permit, and all applicable laws and ordinances.
2. Each park shall have an on-site manager available 24 hours per day, 7 days per week.

(Ord. 2013-85 § 1 (part), 2013; Ord. 2013-30s2 § 9 (part), 2013; Ord. 2012-2s § 8 (part), 2012; Ord. 2010-70s § 15 (part), 2010)

# Appendix B

Pierce County Code

Chapter 18A.38

**Chapter 18A.38**  
**TEMPORARY DEVELOPMENT** Revised 6/15

Sections:

- 18A.38.010 Purpose.
- 18A.38.020 Temporary Uses Allowed – Number of Days Allowed.
- 18A.38.030 Temporary Use/Duration and Frequency.
- 18A.38.040 Temporary Housing Community.
- 18A.38.050 Temporary Structures. Revised 6/15

**18A.38.010 Purpose.**

The purpose of this Chapter is to establish allowed temporary uses and structures, and provide standards and conditions for regulating such uses and structures. (Ord. 2013-85 § 1 (part), 2013; Ord. 2013-30s2 § 5 (part), 2013)

**18A.38.020 Temporary Uses Allowed – Number of Days Allowed.**

- A. The numbers in this Table represent the cumulative number of days the specific temporary use may be allowed on an individual property within any 12-month period. It is the applicant's discretion as to how the days are utilized throughout the 12-month period. A temporary use as listed below shall not be subject to parking provisions contained within Chapter 18A.35 PCC or the landscaping provisions of Chapter 18J.15 PCC. Produce and flower sales that are considered a permanent use as described in 18A.33.260 A., Agritourism, may be subject to Title 18J PCC, Development Regulations – Design Standards and Guidelines, and parking provisions when the time frames specified herein are exceeded.

<b>Table 18A.38.020-1. Temporary Uses Allowed-Number of Days Allowed</b>						
<b>Temporary Use Types and Number of Days Allowed</b>	<b>Urban Centers</b>	<b>Urban Districts</b>	<b>Urban Residential</b>	<b>Resource Lands</b>	<b>Rural Centers</b>	<b>Rural Residential</b>
Produce (1)	120	120		120	120	120
Flowers (1)	30	30		30	30	30
Fireworks (1)(2)	14	14			14	
Christmas Trees (1)	45	45		45	45	45
Carnivals/Circuses (1)	14	14			14	
Community Festivals (1)	14	14	14	14	14	14

Garage Sales (3)	8	8	8	8	8	8
Parking Lot Sales (1)	14	14			14	
Camping and Recreational Vehicle Use (4)	120	120	120	120	120	120
Temporary Events (150 or more people)	(refer to <b>Events, Chapter 18A.40 PCC</b> )					
Temporary Housing Communities	(refer to <b>Temporary Housing Communities, PCC 18A.38.040</b> )					
Temporary uses for any number of people and not advertised as open to the public with or without a fee, or temporary uses sponsored by tax-exempt organizations, public schools, or municipal entities shall not be subject to the standards set forth in this Chapter. Examples of such temporary uses include, but are not limited to, the following:						
<ul style="list-style-type: none"> <li>• Family reunions/picnics;</li> <li>• Weddings, Birthdays, Anniversaries;</li> <li>• Sporting or other fund raising events sponsored and held on school grounds;</li> <li>• Business or Corporate Retreats;</li> <li>• Organized religious events; and</li> <li>• Activities conducted in a public park or on public lands with approval of the local governing agencies.</li> </ul> <p>Activities which have been authorized through an approved discretionary land use permit shall not be subject to the standards set forth in this Chapter.</p>						

Footnotes:

- (1) Occupying recreational vehicles in conjunction with this temporary use is limited to guard, caretaker, and similar functions which prohibit public entry into the vehicle. The number of days the recreational vehicle is allowed on the site shall be the same as the associated temporary use.
- (2) Actual number of days fireworks sales are allowed is subject to Chapter 5.08 PCC and Washington State requirements.
- (3) Garage sales are not subject to affidavit requirements of 18A.38.030 A.1.
- (4) Camping and recreational vehicles shall meet the standards set forth in PCC 18A.38.010, 18A.38.020, 18A.38.030, and 18A.38.050 E.

(Ord. 2013-85 § 1 (part), 2013; Ord. 2013-30s2 § 5 (part), 2013)

**18A.38.030 Temporary Use/Duration and Frequency.**

**A. Temporary uses shall be limited in duration and frequency as follows:**

1. Any proponent of a temporary use shall file an affidavit with the Planning and Land Services Department which specifies the type of use, location, and specified days and

- hours of operation of the proposed temporary use. The affidavit form is available at the Department.
2. The duration of the temporary use shall include the days the use is being set up and established as well as when the event actually takes place.
  3. A parcel may host no more than three temporary uses within a calendar year; provided the time periods specified in PCC 18A.38.020, Temporary Uses Allowed-Number of Days Allowed, are not exceeded. Multiple temporary uses may occur on a parcel concurrently provided the time periods in PCC 18A.38.020 are not exceeded.
  4. Recreational vehicles, travel trailers, or tents shall not be used as a permanent place of abode, or dwelling, for indefinite periods of time, except as stipulated in PCC 18J.15.200 for mobile home parks. Occupancy of a recreational vehicle, travel trailer or tent, or combination thereof, for more than 120 days in any 12-month period shall be considered permanent occupancy.
  5. Temporary parking lots associated with a temporary use shall not remain longer than the associated temporary use.

(Ord. 2013-85 § 1 (part), 2013; Ord. 2013-30s2 § 5 (part), 2013)

#### **18A.38.040 Temporary Housing Community.**

- A. A Temporary Housing Community is intended to provide temporary housing/shelter for more than a family as defined in PCC 18.25.030 and may house up to 60 adults no longer than 90 consecutive days. The following requirements must be met prior to permitting a temporary housing community:
  1. Must be confined to a single parcel of land.
  2. Shall house no more than 60 adults.
  3. The minimum distance between the temporary housing community shall be no less than 1 linear mile between other similar operations.
  4. Shall not be located closer than 100 feet from any dwelling on adjacent parcels.
  5. Shall not be located closer than 1 linear mile from any public or private schools. However, this locational criteria shall not apply if such facilities already exist on the site or are planned as part of the temporary housing community.
  6. A site may only host one temporary housing community per calendar year.
  7. Shall not be located closer than one-half mile from any group home, retirement home, senior center, licensed day care, or other vulnerable population. However, this locational criteria shall not apply if such facilities already exist on the site or are planned as part of the temporary housing community.
  8. Issuance of a Site Specific Information Letter (SSIL) shall be required prior to set-up, construction or occupancy of any tents or other temporary structures or housing facilities on the lot, parcel, or tract of land hosting the event.
  9. Set-up time for the host site shall not be included in the 90 days. Specified set-up times will be determined in the review of the Site Specific Information Letter.
  10. The event shall comply with all conditions of approval as set forth under a Site Specific Information Letter. Such conditions shall be based on expected or potential impacts of the event related to traffic, waste management, public health, noise effects

on surrounding properties, public safety, and any other issues identified by the County.

11. Prior to issuance of the SSIL, any and all other local, state and federal regulatory agencies, fees, permits or conditions of approval shall be met by the applicant as well as the following:
  - a. That adequate provisions have been made for on-site sanitary waste and potable water;
  - b. That provisions are made to ensure habitable conditions during inclement weather;
  - c. That the site is within reasonable walking distance (1/4 mile measured along sidewalks or roads) to public transportation;
  - d. That a security plan is in place and resources are available to implement it; and
  - e. That the sponsors have developed a transitional plan for relocation of the residents of the community.

(Ord. 2013-85 § 1 (part), 2013; Ord. 2013-30s2 § 5 (part), 2013)

#### **18A.38.050 Temporary Structures.** Revised 6/15

- A. **Temporary Construction Buildings.** Temporary structures for the storage of tools and equipment, or containing supervisory offices in connection with major construction projects, may be established and maintained during the progress of such construction on such projects. Such buildings shall be removed within 30 days after completion of the project or 30 days following completion of work.
- B. **Temporary Real Estate Office.** One temporary real estate sales office may be located on any new subdivision in any zone; provided the activities of such office shall pertain only to the selling of lots within the approved divisions of land of 5 or more lots or phase of division upon which the office is located. The temporary real estate office shall be removed at the end of a 3-year period measured from the date of the recording of the map of the land division upon which such office is located.
- C. **Temporary Housing Unit During Construction.** A temporary housing unit during construction may be placed on a lot or tract of land in any zone for occupancy during the period of time necessary to construct a permanent use or structure on the same lot or tract or abutting property leased or owned by the applicant. Existing dwelling units may be converted to a temporary housing unit. A temporary housing unit is subject to the following:
  1. The unit is removed from the site within 30 days after final inspection of the project, or within one year from the date the unit is first moved to the site, whichever may occur sooner.
  2. The unit is not located in any required yard.
  3. A permit is issued by the Building Division prior to occupancy of the unit on the construction site.
- D. **Temporary Housing Unit for Family.** A temporary housing unit for family is permitted in all zones subject to the following regulations:
  1. A permit for a temporary housing unit for family may be issued by the Building

Division if the applicant satisfies the criteria set forth in PCC 18A.38.050 D.2. below and attests by affidavit that:

- a. The information furnished with the application is true and correct.
  - b. That the standards and conditions set forth in the permit will remain satisfied as long as the temporary housing unit remains on the site.
2. The following are the minimum standards applicable to a temporary housing unit for family.
- a. The temporary housing unit shall be occupied by the parent or parents of the occupants of the dwelling, or not more than one individual who is a close relative of the occupants of the principal dwelling.
  - b. An occupant of the temporary housing unit because of age, disability, prolonged infirmity, or other similar incapacitation is unable to independently maintain a separate type of residence without human assistance.
  - c. **The temporary housing unit must bear the HUD 3280 seal.**
  - d. In the event the Health Department requires the installation of separate water supply and/or sewerage disposal systems, said requirements shall not at a later time constitute grounds for the continuance or permanent location of a temporary housing unit beyond the length of time authorized in the permit or renewal of said permit.
  - e. Prior to the issuance of a permit, the County shall review the application and may require the installation of such fire protection/detection equipment as may be deemed necessary as a condition to the issuance of the temporary housing permit.
  - f. The temporary housing unit shall be removed from the lot or tract of land not more than 30 days from the date the permit expires or occupancy ceases.
3. Permits shall be valid for the period of time the parent or close relative resides in the temporary housing unit; provided, that after obtaining initial approval, annual renewals of the temporary housing permit must be obtained from the Building Official. When obtaining a renewal, the Building Official shall confirm by affidavit from the applicant that the requirements specified herein are satisfied. Application for renewals must be made 60 days before the expiration of the current permit. Renewals of said permits shall be automatically granted if the applicant is in compliance with the provisions herein and no notice of such renewal is required.

**E. Temporary Occupancy of Recreational Vehicle, Travel Trailer or Tent.** A recreational vehicle, tent, or travel trailer located on a lot of record may be temporarily occupied, for the time period noted in PCC 18A.38.020, subject to compliance with the standards set forth in this Section. Recreational vehicles, travel trailers, or tents located within an approved recreational vehicle park are not subject to the standards set forth in this Section. See PCC 18J.15.210 for regulations applicable to recreational vehicle parks.

1. Temporary occupancy of a recreational vehicle, tent, and/or travel trailer is permitted in all zones when in compliance with the following:
  - a. Within the urban growth area, only a recreational vehicle, tent, or travel trailer located on a lot developed with a principal dwelling unit may be occupied for

the temporary period noted in PCC 18A.38.020. Provided that, however, urban lots located on a Shoreline of the State and within a Shoreline Environment that permits residential or recreational use may host a recreational vehicle, travel trailer, or tent for the temporary period noted in PCC 18A.38.020, whether the lot is developed or undeveloped. All other recreational vehicles, tents, or travel trailers on undeveloped lots located within the urban growth area shall not be occupied for any period of time.

- b. Within the rural area, occupancy of a recreational vehicle, tent, or travel trailer may be allowed regardless of whether or not a principal dwelling unit exists on the lot.
  - c. A recreational vehicle or travel trailer parked on a public or private roadway or the right-of-way or easement for that roadway shall not be occupied.
  - d. Recreational vehicles shall not be placed in critical areas or their associated buffers.
  - e. The recreational vehicle, travel trailer, or tent shall be removed from the lot or tract of land on which it is located within 14 days of the expiration of the temporary occupancy period, except that a recreational vehicle and/or travel trailer may remain on site unoccupied if the person or entity in control of the property is the legal or registered owner.
  - f. A recreational vehicle, travel trailer or tent may be occupied for up to 14 days per year without a temporary use permit.
2. An approval for the temporary occupancy of a tent, travel trailer, or recreational vehicle is valid for a maximum of 120 days when in compliance with PCC 18A.38.050 E.1. above. Extensions of this approval may be granted by the Director on a case-by-case basis, when needed, in situations of undue hardship and provided that efforts to relocate or acquire permanent housing are underway. This time period shall be reduced accordingly by the length of time any other recreational vehicle, travel trailer, or tent was occupied on the same lot as the subject request during the 12 months immediately prior to the request.
- F. **Temporary Storage in Cargo Containers.** Cargo Containers may be placed in the following zones: Employment Center zones, to include Community Employment (CE), Employment Center (EC), and Employment Services (ES), and Urban Center zones, to include Community Center (CC) and Mixed Use District (MUD), when the following standards are complied with:
1. Materials stored within cargo containers must be directly related to an approved commercial and/or industrial use on site;
  2. No storage of hazardous materials may take place within cargo containers;
  3. Cargo containers may not be rented for personal or commercial storage uses;
  4. Cargo containers must be in compliance with bulk requirements of Development Regulations;
  5. Cargo containers may not encumber required parking, aisle or landscaping, and may not block Emergency Vehicle Access or established vehicle routes;
  6. No more than five cargo containers may be used for storage associated with industrial

- uses at a time;
- 7. No more than two cargo containers may be used for storage associated with commercial uses at one time; and
- 8. Cargo containers may not be on any site in excess of 180 days within any 12 month period.

**G. Public Nuisance Abatement.**

**1. Designated Public Nuisance Sites.**

- a. Pierce County Public Works may arrange for the placement of machinery/equipment on designated public nuisance site or sites otherwise arranged by Pierce County as a temporary use. With authorization provided in either a Superior Court ordered Warrant of Abatement or from the Planning Director, temporary on-site activities and/or processes (i.e., waste staging, screening, processing, shredding, chipping, recycling, car crushing) will accommodate public nuisance abatement efforts.
- b. Designated property(s) and subsequent on-site activities/processing shall only occur on a temporary basis in order to abate public nuisances as defined in Chapter 8.08 PCC, Public Nuisances, and shall not exceed 180 days unless a time extension is granted. Time extensions may be granted by the Director on a case by case basis. Requests must be submitted in writing, provide justification for the extension, and specify the additional time needed.
- c. Designated property(s) as described shall not be exempt from applicable local, state or federal requirements related to public health and safety.

**2. Emergency Proclamation/Declared Disaster.**

- a. Pierce County may designate either private or public property with authorization of property owner or appropriate controlling agency for the purpose of temporarily receiving, staging and processing waste generated during or after an Executive/State proclaimed Emergency or Federal declaration of Disaster. Designated property may be predetermined or selected at the time of the proclaimed/declared Emergency or Disaster to accommodate emergent debris removal efforts posing an immediate threat to public health and safety or hindering recovery efforts.
- b. For the purpose of this Section, an Emergency proclamation or declaration of Disaster may be made by any of the following: Pierce County Executive, Pierce County Council, Washington State Governor, or the President of the United States.
- c. Designated property shall only be utilized during, and immediately following a proclaimed Emergency or declared Disaster; not to exceed 180 days unless a time extension is granted. Time extensions may be granted by the Director on a case by case basis. Requests must be submitted in writing, provide justification for the extension, and specify the additional time needed. Every reasonable effort will be utilized to return the property to its pre-use condition within one year after on-site recovery operations cease.
- d. Designated property as described shall not be exempt from applicable local, state

or federal requirements related to public health and safety.

H. **Shoreline Accessory Uses.** Please refer to the Shoreline Management Use Regulations, Title 20 PCC, for accessory use standards applicable within a regulated shoreline area. (Ord. 2015-25s § 2 (part), 2015; Ord. 2013-85 § 1 (part), 2013; Ord. 2013-30s2 § 5 (part), 2013)

# Appendix C

Pierce County Code  
Excerpts from Chapter 18.25

**Chapter 18.25**  
**DEFINITIONS** Revised 6/15 Revised 12/15 Revised 1/16 Revised 9/16

Sections:

- 18.25.010 Purpose. Revised 12/15
- 18.25.020 Applicability. Revised 12/15
- 18.25.030 Definitions. Revised 6/15 Revised 1/16 Revised 9/16
- 18.25.040 Acronyms.

**18.25.010 Purpose.** Revised 12/15

The purpose of this Chapter is to provide definitions for the terms used throughout those Titles of the Pierce County Code set forth in PCC 18.20.020, Applicability. (Ord. 2015-48s § 5 (part), 2015; Ord. 2004-58s § 1 (part), 2004)

**18.25.020 Applicability.** Revised 12/15

The terms defined in this Chapter apply to each Title set forth in PCC 18.20.020, Applicability, including but not limited to General Provisions, Zoning, Signs, Environmental, Critical Areas, Forest Practices, Natural Resource Lands, Design Standards and Guidelines, Subdivisions and Platting, and Shoreline Management. In certain circumstances, a term may only apply to an individual Title or Chapter. In these cases, see the individual Title or Chapter for that definition. Any inconsistency in definitions between Titles or Chapters shall be resolved in favor of the later adopted definition.

Any word or phrase not listed in this Chapter which is in question when administering the Development Regulations shall be defined from one of the following sources which are incorporated herein by reference. Said sources shall be utilized by finding the desired definition from source number one, but if it is not available there, then source number two may be used, and so on. The sources are as follows:

1. Any statute or regulation of the State of Washington (i.e., the most applicable RCW or WAC);
  2. Any term defined from Washington State case law;
  3. Other Titles of Pierce County Code;
  4. Any other Pierce County resolution, ordinance, or regulations;
  5. Black's Law Dictionary;
  6. Webster's Dictionary; and
  7. Other applicable scientific, technical, or professional manuals.
- (Ord. 2015-48s § 5 (part), 2015; Ord. 2004-58s § 1 (part), 2004)

**18.25.030 Definitions.** Revised 6/15 Revised 1/16 Revised 9/16

"A zone" means those areas inundated by the 100-year flood (base flood).

"Abbreviated plan" means a plan for small sites to implement temporary best management practices (BMPs) to control pollution generated during the construction phase, primarily erosion,

number of units including those with no income.

"Megawatt (MW)" means the electric unit of power which equals one million watts or one thousand kilowatts.

"Migration corridor" means those areas used by wildlife during the course of movement between seasonal habitat areas.

"Mine hazard areas" means areas directly underlain by, adjacent or abutting to, or affected by mine workings such as adits, tunnels, drifts, or air shafts.

"Mineral Resource Lands" means lands primarily devoted to the extraction of minerals or that have known or potential long-term commercial significance for the extraction of minerals.

"Minerals" means gravel, sand, and valuable metallic substances.

"Miniwarehouse" means a facility consisting of separate storage units which are rented to customers having exclusive and independent access to their respective units for storage of residential or commercial oriented goods.

"Minor amendment" means a limited change of a land use, administrative use, or Use Permit that is reviewed and approved by the Director without public notice or public participation.

"Mitigation" means to avoid, minimize, or compensate for adverse impacts.

"Mixed Use District" land use designation means concentrations of commercial, office and multi-family development located along major arterials, state highways and major transit routes and between Major Urban, Activity or Community Centers. Encouraged are auto-oriented commercial and land intensive commercial development. Discouraged are detached single-family residential developments.

"Mixed use" means a land use development, in one or more buildings, on one or more parcels, that may combine at least two of the following uses: residential, commercial, and/or office.

"Mobile Home Park" means a tract of land designed and maintained under a single ownership of unified control where two or more spaces or pads are provided solely for the placement of mobile or manufactured homes or recreational vehicles for permanent occupancy for residential purposes with or without charge. A mobile home park shall not include mobile home subdivisions or recreational vehicle parks or where mobile homes are permitted as a principal use and accessory dwelling unit on the same lot.

"Mobile home" means a factory-assembled structure intended solely for human habitation and equipped with the necessary service connections and made so as to be readily movable as a unit on its own running gear. A mobile home is considered a single-wide unit.

"Moderate Density Single Family" land use designation means areas designated for single-family or two-family dwellings. Multi-family housing, commercial or industrial uses are prohibited. Specific densities are based on land characteristics and the availability of urban services such as sewers.

"Moderate risk waste fixed facility" means a solid waste transfer facility needing a Solid Waste Permit which specializes in the collection of household hazardous waste for packaging for transport to a disposal facility or for recycling. It may collect limited amounts of hazardous waste from Small Quantity Generators (SQGs) which are businesses that generate hazardous waste in quantities below the threshold for regulation under Washington Dangerous Waste Regulations.

"Moderate-risk waste" means any waste that: (1) exhibits any of the properties of hazardous waste but is exempt from regulation under this Chapter solely because the waste is generated in

historic sites, wetlands, streams and marine shorelines) in perpetuity for future generations.

"Purchase of Development Rights application" means an application that a landowner must file in order to be eligible for consideration for the PDR program.

"Purchase of Development Rights program" means a program that provides a public benefit by permanently conserving resource and rural farm lands, recreational trails, open space, and habitat areas by establishing a means to purchase development rights from eligible properties through a voluntary process that fairly compensates landowners while providing a public benefit for communities and the environment.

"Purchase of Development Rights ranking criteria" means the criteria used to prioritize purchasing development rights from the most strategic resource and rural farm lands, recreational trails, open space, and habitat areas.

"Rear lot line" means the lot line opposite and most distant from the front lot line.

"Rear yard" means a yard lying between the minimum setback line for a structure and the rear lot line and extending across the full width of the lot.

"Recessional outwash geologic unit" means sand and gravel materials deposited by melt-water streams from receding glaciers.

"Reconstruction" means the rebuilding of an existing structure, which has been partially or completely destroyed by any cause, such as but not limited to fire, wind, landslides, and water.

"Recorded" means, unless otherwise stated, filed for record with the Auditor of the County of Pierce, State of Washington.

"Recreational Conservation Lands" means lands which are in an Urban Growth Area or designated shorelines (urban or rural) and are: (1) threatened with probable development within the next ten years, (2) comprise a significant part of the inventory of available open space in an area or community, and (3) provide the public with passive recreational opportunities or active recreational opportunities such as golf, baseball, softball, soccer or other sports or activities not requiring intensive development of the land.

"Recreational vehicle park" means a tract of land under single ownership or unified control developed with individual sites for rent and containing roads and utilities to accommodate recreational vehicles or tent campers for vacation or other similar short stay purposes.

"Recreational vehicle" means a vehicle, other than a mobile home, which is permanently designed and intended for use for temporary housing purposes. Recreational vehicles shall include, but not necessarily be limited to, campers, motor homes, and travel trailers.

"Recyclable materials" means those solid wastes that are separated for recycling or reuse, such as papers, metals, and glass that are identified as recyclable material pursuant to a local comprehensive solid waste plan.

"Recycling collection site" means a site with collection boxes or other containerized storage where citizens can leave materials for recycling.

"Recycling processor" means any large scale buy-back recycling business or other industrial activity which specializes in collecting, storing and processing waste, other than hazardous waste or municipal garbage, for reuse and which uses heavy mechanical equipment to do the processing. It may be a facility where commingled recyclables are sorted, baled, or otherwise processed for transport off site which is referred to as a materials resource recovery facility (MRF).

CERTIFICATE OF SERVICE

I hereby declare under the penalty of perjury under the laws of the State of Washington that I have served a true and correct copy, except where noted, of the foregoing upon the individual(s) listed by the following means:

<b>Counsel for MHDRP:</b>  Jennifer Steele, Esq. Attorney General of Washington Consumer Protection Division 800 Fifth Avenue, Suite 2000 Seattle, WA 98104-3188	<input checked="" type="checkbox"/> U.S. Postal Service (First Class) <input type="checkbox"/> Facsimile to <input type="checkbox"/> _____ Express Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Via Legal Messenger <input type="checkbox"/> E-Service <input type="checkbox"/> E-Filed
<b>Counsel for Respondent:</b>  Seth Goodstein, Esq. Goodstein Law Group, PLLC 501 South G Street Tacoma, WA 98405	<input type="checkbox"/> U.S. Postal Service (First Class) <input type="checkbox"/> Facsimile to <input type="checkbox"/> _____ Express Mail <input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> Via Legal Messenger <input type="checkbox"/> E-Service <input type="checkbox"/> E-Filed
<b>Amicus Curiae:</b>  Leslie Owen Kelly Owen Stephen Parsons Northwest Justice Project 711 Capitol Way S Ste 704 Olympia, WA 98501-1237	<input checked="" type="checkbox"/> U.S. Postal Service (First Class) <input type="checkbox"/> Facsimile to <input type="checkbox"/> U.S. Postal Service Express Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Via Legal Messenger <input type="checkbox"/> E-Service <input type="checkbox"/> E-Filed

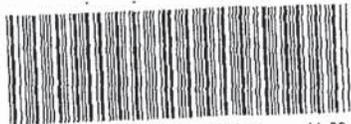
DATED September 12, 2016.

By: *Camille Minogue*

Name: Camille Minogue

Title: Law Clerk

LAW OFFICES OF DAN R. YOUNG  
ATTORNEY AT LAW  
1000 SECOND AVENUE, SUITE 3200  
SEATTLE, WASHINGTON 98104  
(206) 292-8181  
(206) 641-3208 (fax)



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WRIT ISSUED

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Validation on Reverse Side

FILED  
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KEVIN STOCK, County Clerk  
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SUPERIOR COURT OF THE STATE OF WASHINGTON FOR PIERCE COUNTY

DANIEL E. HAUGSNESS,

Plaintiff,

v.

DAVE GILISPE,

Defendant

Case No.: 10-2-13592-3

ORDER GRANTING WRIT OF  
RESTITUTION

THIS MATTER having come before this Court's order directing Defendant to appear and show cause, if any, why a Writ of Restitution should not issue restoring to the Plaintiff possession of the premises described in the Complaint and granting the other relief as requested by plaintiff in his Complaint; the plaintiff appearing through his attorney William F. Wright, Attorney at Law, and the Defendant appearing through Count MINDIE WACKER and the Court having considered the pleadings, evidence and argument in support of plaintiff's position and having previously entered findings of fact and conclusions of law; now therefore the Court FINDS:

- 1. Defendants were at all relevant times residents of Pierce County

ORDER GRANTING WRIT OF RESTITUTION - 1

William F. Wright  
Attorney at Law  
410 Broadway Ave. E. #454  
Seattle, WA 98102

- 1 2. The property subject to this action for unlawful detainer is located in Pierce County.
- 2 3. The real property which is the subject of this unlawful detainer action is a
- 3 recreational vehicle campsite located in Pierce County, and is commonly known
- 4 as the Gilispe Campsite, 15612 116th Street East, Puyallup, Pierce County,
- 5 Washington, ("Premises").
- 6 4. Lease. Defendants entered into a lease agreement ("Lease") for the Premises to be
- 7 held and possessed by the defendants on a month-to-month tenancy.
- 8 5. Defendant in Possession: Pursuant to the letting and subject to the agreement,
- 9 defendant took possession of the Premises by occupying the campsite.
- 10 6. Service of Notice to Pay Rent or Vacate On ~~September 7, 2010~~, a notice to pay or
- 11 ~~vacate as described in RCW 59.12.030(3) was served on the defendants as~~
- 12 ~~provided in RCW 59.12.040, requiring defendants to either pay all rent due or~~
- 13 ~~vacate and surrender possession of the premises to plaintiff not later than three~~
- 14 ~~(3) days thereafter.~~
- 15 7. Service of Notice of Termination of Tenancy A twenty-day notice of termination of
- 16 tenancy was served on the defendants on September 7, 2010 terminating the
- 17 defendants' tenancy as of September 31, 2010. Defendants remain in possession
- 18 of the premises.
- 19 8. Failure to Comply. Defendant failed to pay the amount owing or vacate the Premises
- 20 within the time required. Defendant is still in possession of the premises.
- 21
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ORDER GRANTING WRIT OF RESTITUTION - 2

William F. Wright  
 Attorney at Law  
 410 Broadway Ave. E. #454  
 Seattle, WA 98102

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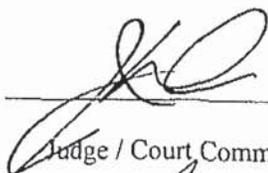
9. Defendants in Unlawful Detainer: Defendants are in unlawful detainer of the premises and the Plaintiff is entitled to a Writ of Restitution directing the Sheriff to deliver possession of the premises to Plaintiff.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Defendant is guilty of unlawful detainer;
2. The Clerk is hereby directed that a Writ of Restitution shall issue forthwith, returnable ten (10) days after this date, restoring possession of the premises described as the Gilispe Recreational Vehicle Campsite located at 15612 - 116th St. E., Puyallup, Pierce County, Washington, and make return of this Writ according to law, provided that if return is not possible within ten (10) days, the return of the Writ shall be automatically extended for a second ten (10) day period.

DONE IN OPEN COURT this 9<sup>th</sup> day of November, 2010,

FILED  
IN COUNTY CLERK'S OFFICE  
A.M. NOV 09 2010 P.M.  
PIERCE COUNTY WASHINGTON  
KEVIN STOCK, County Clerk  
BY \_\_\_\_\_ DEPUTY

  
\_\_\_\_\_  
Judge / Court Commissioner  
*Pro Tem*

Presented By:  
WILLIAM F. WRIGHT, ATTORNEY AT LAW

By:   
\_\_\_\_\_  
William F. Wright, WSBA # 31063  
Attorney for Plaintiff

ORDER GRANTING WRIT OF RESTITUTION - 3

William F. Wright  
Attorney at Law  
410 Broadway Ave. E. #454  
Seattle, WA 98102

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**(1) Key Statutory Definitions of the MHLTA Discussed in the Parties' Briefs**

**Title 59 RCW – LANDLORD AND TENANT**

**Chapter 59.20 RCW – MANUFACTURED/MOBILE HOME LANDLORD-TENANT ACT**

**RCW 59.20.030 – Definitions.**

For purposes of this chapter:

\* \* \* \* \*

(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;

\* \* \* \* \*

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

\* \* \* \* \*

(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;

\* \* \* \* \*

**(2) Other Statutes Defining or Using Terms Appearing in the MHLTA's Definition of *Recreational Vehicle***

**Title 19 RCW – BUSINESS REGULATIONS - MISCELLANEOUS**

**Chapter 19.105 RCW – CAMPING RESORTS**

**RCW 19.105.300 - Definitions.**

As used in this chapter, unless the context clearly requires otherwise:

\* \* \* \* \*

(3) "Camping site" means a space designed and promoted for the purpose of locating a trailer, tent, tent trailer, pick-up camper, or other similar device used for land-based portable housing.

\* \* \* \* \*

**Chapter 19.118 RCW – MOTOR VEHICLE WARRANTIES**

**RCW 19.118.021 - Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

\* \* \* \* \*

(10) "Motor home" means a vehicular unit designed to provide temporary living quarters for recreational, camping, or travel use, built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab or van that is an integral part of the completed vehicle.

\* \* \* \* \*

**Title 46 RCW – MOTOR VEHICLES  
Chapter 46.04 RCW – DEFINITIONS**

**RCW 46.04.085 – Camper.**

"Camper" means a structure designed to be mounted upon a motor vehicle which provides facilities for human habitation or for temporary outdoor or recreational lodging and which is five feet or more in overall length and five feet or more in height from its floor to its ceiling when fully extended, but shall not include motor homes as defined in RCW [46.04.305](#).

**RCW 46.04.305 – Motor homes.**

"Motor homes" means motor vehicles originally designed, reconstructed, or permanently altered to provide facilities for human habitation, which include lodging and cooking or sewage disposal, and is enclosed within a solid body shell with the vehicle, but excludes a camper or like unit constructed separately and affixed to a motor vehicle.

**RCW 46.04.620 – Trailer.**

"Trailer" includes every vehicle without motive power designed for being drawn by or used in conjunction with a motor vehicle constructed so that no appreciable part of its weight rests upon or is carried by such motor vehicle, but does not include a municipal transit vehicle, or any portion thereof. "Trailer" does not include a cargo extension.

**RCW 46.04.622 – Park trailer.**

"Park trailer" or "park model trailer" means a travel trailer designed to be used with temporary connections to utilities necessary for operation of installed fixtures and appliances. The trailer's gross area shall not exceed four hundred square feet when in the setup mode. "Park trailer" excludes a mobile home.

**RCW 46.04.623 – Travel trailer.**

"Travel trailer" means a trailer built on a single chassis transportable upon the public streets and highways that is designed to be used as a temporary dwelling without a permanent foundation and may be used without being connected to utilities.

**RCW 46.04.653 – Truck.**

"Truck" means every motor vehicle designed, used, or maintained primarily for the transportation of property.

**Title 82 RCW – EXCISE TAXES**

**Chapter 82.50 RCW – TRAVEL TRAILERS AND CAMPERS EXCISE TAX**

**RCW 82.50.530 – Ad valorem taxes prohibited as to mobile homes, travel trailers or campers—Loss of identity, subject to property tax.**

No mobile home, travel trailer, or camper which is a part of the inventory of mobile homes, travel trailers, or campers held for sale by a dealer in the course of his or her business and no travel trailer or camper as defined in RCW [82.50.010](#) shall be listed and assessed for ad valorem taxation. However, if a park trailer as defined in RCW [46.04.622](#) has substantially lost its identity as a mobile unit 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 for the operation of installed fixtures and appliances, it will be considered real property and will be subject to ad valorem property taxation imposed in accordance with the provisions of Title [84](#) RCW, including the provisions with respect to omitted property, except that a park trailer located

on land not owned by the owner of the park trailer shall be subject to the personal property provisions of chapter [84.56](#) RCW and RCW [84.60.040](#).

### **(3) Statutes Relating to the Moving or Installing of Mobile Homes, Manufactured Homes, or Park Models**

#### **Title 35 RCW – CITIES AND TOWNS**

#### **Chapter 35.21 RCW – MISCELLANEOUS PROVISIONS**

#### **RCW 35.21.897 – Mobile home, manufactured home, or park model moving or installing—Copies of permits—Definitions.**

(1) A city or town shall transmit a copy of any permit issued to a tenant or the tenant's agent for a mobile home, manufactured home, or park model installation in a mobile home park to the landlord.

(2) A city or town shall transmit a copy of any permit issued to a person engaged in the business of moving or installing a mobile home, manufactured home, or park model in a mobile home park to the tenant and the landlord.

(3) As used in this section:

(a) "Landlord" has the same meaning as in RCW [59.20.030](#);

(b) "Mobile home park" has the same meaning as in RCW [59.20.030](#);

(c) "Mobile or manufactured home installation" has the same meaning as in \*RCW [43.63B.010](#) [recodified in RCW 43.22A.010]; and

(d) "Tenant" has the same meaning as in RCW [59.20.030](#).

#### **Title 36 RCW– COUNTIES**

#### **Chapter 36.01 RCW –GENERAL PROVISIONS**

#### **RCW 36.01.220 – Mobile home, manufactured home, or park model moving or installing—Copies of permits—Definitions.**

(1) A county shall transmit a copy of any permit issued to a tenant or the tenant's agent for a mobile home, manufactured home, or park model installation in a mobile home park to the landlord.

(2) A county shall transmit a copy of any permit issued to a person engaged in the business of moving or installing a mobile home, manufactured home, or park model in a mobile home park to the tenant and the landlord.

(3) As used in this section:

(a) "Landlord" has the same meaning as in RCW [59.20.030](#);

(b) "Mobile home park" has the same meaning as in RCW [59.20.030](#);

(c) "Mobile or manufactured home installation" has the same meaning as in \*RCW [43.63B.010](#) [recodified in RCW 43.22A.010]; and

(d) "Tenant" has the same meaning as in RCW [59.20.030](#).

**Title 43 RCW – STATE GOVERNMENT – EXECUTIVE**  
**Chapter 43.22A RCW – MOBILE AND MANUFACTURED HOME INSTALLATION**  
**RCW 43.22A.010 – Definitions**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) "Authorized representative" means an employee of a state agency, city, or county acting on behalf of the department.

(2) "Certified manufactured home installer" means a person who is in the business of installing mobile or manufactured homes and who has been issued a certificate by the department as provided in this chapter.

(3) "Department" means the department of labor and industries.

(4) "Director" means the director of labor and industries.

(5) "Manufactured home" means a single-family dwelling built in accordance with the department of housing and urban development manufactured home construction and safety standards act, which is a national, preemptive building code.

(6) "Mobile or manufactured home installation" means all on-site work necessary for the installation of a manufactured home, including:

(a) Construction of the foundation system;

(b) Installation of the support piers and earthquake resistant bracing system;

(c) Required connection to foundation system and support piers;

(d) Skirting;

(e) Connections to the on-site water and sewer systems that are necessary for the normal operation of the home; and

(f) Extension of the pressure relief valve for the water heater.

(7) "Manufactured home standards" means the manufactured home construction and safety standards as promulgated by the United States department of housing and urban development (HUD).

(8) "Mobile home" means a factory-built dwelling built prior to June 15, 1976, to standards other than the HUD code, and acceptable under applicable state codes in effect at the time of construction or introduction of the home into the state. Mobile homes have not been built since introduction of the HUD manufactured home construction and safety standards act.

(9) "Training course" means the education program administered by the department, or the education course administered by an approved educational provider, as a prerequisite to taking the examination for certification.

(10) "Approved educational provider" means an organization approved by the department to provide education and training of manufactured home installers and local inspectors.

DECLARATION OF SERVICE

I, Dan Young, declare to be true under the penalty of perjury under the laws of the State of Washington that I am over the age of 18, not a party to this action, and have served a true and correct copy of the Reply Brief of Petitioner Estate of Edna Allen upon the individuals listed according to the methods noted below and properly addressed as follows:

<b>Counsel for MHDRP:</b> Amy Tang Attorney General of Washington Consumer Protection Division 800 Fifth Avenue, Suite 2000 Seattle, WA 98104-3188 <a href="mailto:AmyT2@ATG.WA.GOV">AmyT2@ATG.WA.GOV</a>	Method used: Email on September 5, 2017
<b>Counsel for Respondent:</b> Seth Goodstein, Esq. Goodstein Law Group, PLLC 501 South G Street Tacoma, WA 98405 <a href="mailto:sgoodstein@goodsteinlaw.com">sgoodstein@goodsteinlaw.com</a> <a href="mailto:dpinckney@goodsteinlaw.com">dpinckney@goodsteinlaw.com</a>	Methods used: Email on September 5, 2017 and U.S. First Class mail, posted on September 5, 2017
<b>Amicus Curiae:</b> Leslie Owen Northwest Justice Project 711 Capitol Way S Ste 704 Olympia, WA 98501-1237 <a href="mailto:Leslieo@nwjustice.org">Leslieo@nwjustice.org</a> <a href="mailto:SarahL2@ATG.WA.GOV">SarahL2@ATG.WA.GOV</a>	Method used: Email on September 5, 2017
<b>Amicus Curiae/Co-Counsel for Respondent:</b> Walter H. Olsen, Esq. 205 S. Meridian Puyallup, WA 98371-5915 <a href="mailto:walt@olsenlawfirm.com">walt@olsenlawfirm.com</a> <a href="mailto:jan@olsenlawfirm.com">jan@olsenlawfirm.com</a>	Method used: Email on September 5, 2017

Date this 5<sup>th</sup> day of September, 2017, at Seattle, Washington.



Dan R. Young, WSBA# 12020  
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**LAW OFFICE OF DAN R. YOUNG**

**September 05, 2017 - 9:29 AM**

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