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Court of Appeals  
Division II  
State of Washington  
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Case No. 53352-II

IN THE COURT OF APPEALS, DIVISION TWO  
OF THE STATE OF WASHINGTON

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TST, LLC dba OAKS MOBILE AND RV COURT

Petitioner

v.

MANUFACTURED HOUSING DISPUTE RESOLUTION PROGRAM  
OF THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF  
WASHINGTON

Appellant

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OPENING BRIEF OF APPELLANT

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Submitted By:

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I. Introduction

This matter involves residential tenants in a manufactured dwelling park. AR 565. Each of the complaining tenants own the mobile home they occupy and pay rent for the land on which the mobile home is placed. AR- 565. Rental agreements for manufactured home lots must be in writing signed by the parties. RCW 59.20.060(1). If a landlord does permit a tenant to bring a manufactured home onto a lot without a written rental agreement, the agreement is deemed to be a one year from the date of occupancy. Id. In the absence of a written rental agreement, the rental agreement is implied and it renews annually. Gillette v. Zakarison, 68 Wash. App. 838, 846 P.2d 574 (1993).

On January 11, 2018 Walter Lane (“Lane”) filed a complaint with the Manufactured Housing Dispute Resolution Program (MHDRP) alleging that Petitioner had violated the Washington Manufactured/Mobile Home Landlord/Tenant Act (“MHLTA”) by increasing his rent without proper notice. AR 554. On January 22, 2018 Donna Gosney (“Gosney”) made a complaint to MHDRP alleging that she too had been subject to a rent increase by Petitioner in violation of the MHLTA. AR - 554. On February 15, 2018, Lorraine Simoni (“Simoni”)

and on July 9, 2018 Nanette Stickley (“Stickley”) alleged that they too were subject to a rent increase by Petitioner in violation of the MHLTA. AR -554. The substance of each complaint to the MHDRP was that the notices of rent increase were not made effective on the anniversary date of their rental agreement.

On August 24, 2018, MHDRP issued notice of violation to Petitioner identifying three separate violations of the MHLTA.<sup>1</sup> AR -550. MHDRP found that no written rental agreement existed between Petitioner and Gosney, Simoni and Stickley and that neither Petitioner nor any of the three complainants had submitted a rental agreement indicating an annual expiration of December 1. AR -551. MHDRP further found that Petitioner had to determine the “expiration of the term” of each of complainant’s rental agreement as a condition to issuing a notice of rent increase that does not violate RCW 59.20.090(2). AR -559. As a result, MHDRP found that the 2016 and 2017 notices of rent increase violated RCW 59.20.090(2) because they increased rent “prior to any identified expiration of the term of a valid rental agreement.” AR -559.

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<sup>1</sup>The first violation found by MHDRP involved providing a rental agreement with an automatic conversion to month to month rental agreements was not contested by Petitioner and is not at issue in this review.

For Lane, MHDRP found that the July 1, 2016 rental agreement signed by both Lane and Petitioner was a valid rental agreement that renewed annually on each successive July 1 thereafter. AR -559 . The MHDRP found that the 2016 and 2017 rent increase notices violated the MHLTA because for Lane they increased the rent prior to the expiration the annual term of Lane's 2016 rental agreement. AR -559 . MHDRP also found that the 2018 Lane rental agreement was ineffective because it modified the 2016 rental agreement rent amount prior to the expiration of the term of the 2016 rental agreement. AR -559 . Petitioner appealed the notice of violation on September 17, 2018. AR -550 .

The Office of Administrative Hearings issued a final Order granting the MHDRP's Motion for Summary Judgment on January 25, 2019. AR -560 . The Administrative Law Judge concluded that the notice of rent increase violated RCW 59.20.090(2) because rent increases, while complying with the minimum period for notice provision of the MHLTA, were effective during the term of their rental agreements in violation of RCW 59.20.090. AR -559 , finding 5.37. In reaching that conclusion, the Administrative Law Judge concluded that, in the absence of any written rental agreements between the tenants and the prior owner of

the park, the parties entered into an implied rental agreement effective June 1, 2016. AR -558, finding 5.28.

MHDRP requested direct review with the Appellate Court and the Appellate Court granted MHDRP's motion. Petitioner seeks a ruling reversing the Administrative Law Judge's affirmation of MHDRP's Notice of Violation that 2016 and 2017 rent increases notices violated the MHLTA.

II. Assignment of Error #1

The Administrative Law Judge erred in granting MHDRPA's motion for Summary Judgment and ruling that Petitioner's 2016 and 2017 notices of rent increase issued to Lane, Gosney, Simoni and Stickley violated the MHLTA, specifically RCW 59.20.090(2).

The Administrative law Judge erred in concluding that restrictions on rent increase frequency found in RCW 59.20.060(2)(3) were beyond the scope of the matter involving RCW 59.20.090. The secondary error lead the Administrative Law Judge to erroneously believe that Petitioner advocated for the right to increase rent at any time after the original term of a tenant's rental agreement, a position not taken by Petitioner.

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### III. Statement of the Case

TST, LLC is not the original owner of the manufactured housing facility, but rather purchased the facility on or about June 1, 2016. AR - 551. In this matter, each of the tenants had been in the park for well over one year and no written rental agreements are in existence. AR - 551. Each one of the tenants paid \$320.00 per month for space rent when TST, LLC (“TST”) purchased the park and had paid the same amount of rent for many years prior to June 2016. AR - 551. After purchasing the Park, TST corresponded with all of the tenants, including complainants to determine whether any of the tenants had written rental agreements and, if not, the date of their last rent increases. AR- 551. Each of the complaining tenants’ rent had not been increased for over one year prior to the purchase of the park by TST, LLC. AR- 551.

Because none of the tenants had written rental agreements, TST offered all of the tenants a written rental agreement with an effective date of July 1, 2016 and keeping their monthly rent their then current monthly amount. AR-552. One of the complainants, Mr. Lane executed the rental agreement. AR -552. The Lane rental agreement permitted the Petitioner to increase rent at the beginning of any month or period on 90 days written

notice and was for one year. AR - 552. The other three complainants(Gosney, Simoni and Sticklely) refused to execute the 2016 rental agreements. AR -552. Each of the complainants were given a notice of rent increase on August 29, 2016. AR -552. The notice provided that each of the complainants rent would be increased from \$320 per month to \$525.00 per month effective December 1, 2016. AR - 552. The rent increase notices were served more than 90 days prior to their effective date in accordance with RCW 59.12.090(2). Petitioner sent a similar rent increase to Gosney, Sticklely and Simoni August 28, 2017 (mailing date) issued notice to Gosney, Simoni and Sticklely increasing their monthly rent from \$525.00 to \$550.00. AR -553. On September 6, 2017 (mailing date) Petitioner sent a rent increase notice to Lane increasing his monthly rent from \$525.00 to \$550.00 effective January 1, 2018. AR -553. Each notice was served not less than 90 days prior to the effective date of the rent increase. AR - 552. Lane, Gosney, Sticklely and Simoni executed written rental agreements effective January 1, 2018 setting their rent at \$550.00 per month. AR - 554. Each of the January 1, 2018 rental agreements included some changes from the prior agreements, including that the rental agreements did not provide a right to

interim rent increase. AR - 554 .

#### IV. Argument

The right to raise the rent is governed by the terms of the parties' rental agreement unless the terms of the rental agreement conflict with RCW 59.20. In the absence of a specific agreement regarding payment of rent, the relevant question is whether landlord has complied with the restrictions provided in RCW 59.20.060 and 090 in relation to rent and increases thereof. Neither Gosney, Lane, Simoni nor Stickley had written rental agreements with the prior owner of the manufactured dwelling park. AR-551. Thus, each of the tenants had implied rental agreements that renewed annually. Gillette v. Zakarison, 68 Wash. App. 838, 846 P.2d 574 (1993). The original term of each one of the tenants at issue and several renewals had expired long before Petitioner purchased the park on or about June 1, 2016. Neither Gosney's, Lane's, Simoni's nor Stickley's rent had been increased for well over a year prior to 2016. AR-

As it relates to this matter, rent increases under the MHLTA is governed by two related statutes. RCW 59.020(2) and RCW 59.060(2)(c)(3). RCW 59.20.020(2) provides that "a landlord seeking to increase rent upon the term of the rental agreement of any duration shall

notify the tenant in writing three months prior to the effective date of any increase.” RCW 59.20.090(2). RCW 590.060(2)(c)(3) prohibits rental agreements of less than one year from including a right to increase rent during the term of the rental agreement and more frequently than annually if the term is for one year or more.<sup>2</sup>

The MHDRP found that the rent increases at issue were not valid because the landlord could not identify the anniversary date of the tenants rental agreements and thus, the increase notices took effect prior to the expiration of a term of the tenant’s rental agreement. In doing so, MHDRP ignored that the rent increases at issue took effect well after the expiration of any annual term preceding 2016 had expired. In essence, MHDRP found that a manufactured dwelling park owner could only increase the rent on the anniversary date of a tenant’s rental agreement. The ALJ resolved the mystery anniversary date by making up an anniversary date and held that the date Petitioner bought the facility because the tenants, who all had pre-existing rental agreements, was the

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<sup>2</sup> The current version of RCW 59.20.060(2)(c)(3) has been amended to prohibit interim increases unless the term of the agreement is at least two years and conversely prohibits rent increases more than annually if the rental agreement is for two years or more. This change took effect July 28, 2019. The pending appeal deals with the statute effective in 2016 and 2017 and references thereto are to the 2016 and 2017 version of RCW 59.20.060(2)(c)(3)

anniversary date of the tenant's rental agreement.

In doing so the Final Order gave straw man examples of what could happen under Petitioner's argued position, completely ignoring the restrictions of RCW 59.20.060(2)(c)(3) that would prohibit the type of arguments the Final Order described as an illogical end. AR -, finding 5.40. Specifically, the Final Order described a right to increase rent every month after the end of the original term of a rental agreement so long as three months notice was provided. An end, that the Administrative Law Judge, should have realized would not result because RCW 59, 20.060(2)(c)(3) prohibits a landlord from increasing the rent more frequently than annually.

The primary purpose of the court in construing a statute "is to ascertain and carry out the intent of the legislature." In re Marriage of Schneider, 173 Wash.2d 353, 363, 268 P.3d 215 (2011). Legislative intent is to be determined from the plain language of the statute including, the text of the provision at issue, the context of the statute where the provision is found, related provisions, any amendments to the provision and the statutory scheme as a whole. Western Plaza, LLC v. Tison, 184 Wash.2d 702 (2015). In interpreting a statute the courts, whenever possible, refrain

from an interpretation that renders any portion of the statute superfluous or meaningless. Whatcom County v. City of Bellingham, 128 Wn. 2d 537, 909 P.2d 1303 (1996).

The Administrative Law Judge and the final order affirming the notice of violation, reached an erroneous interpretation of RCW 59.20.090(2) because it found that the statute had nothing to do with RCW 59.20.060(2)(c)(3). AR -, finding 5.43. The restriction was erroneous and led to an erroneous conclusion. A finding that is at odds with prior appellate court interpretations of RCW 59.20.090(2). “The language in RCW 59.20.090 must be interpreted together with the requirements of RCW 59.20.050(1) and RCW 59.20.060(2)(d). RCW 59.20.050(1) requires a tenant to waive the right to the one-year rental term in writing. RCW 59.20.060(2)(d) does not allow a tenant to waive rights under the MHLTA in a rental agreement.” Holiday Resort Community Ass'n v. Echo Lake Associates, LLC, 134 Wash. App. 210, 225 (2006).

Statutes that deal with the same subject must and should be construed together. Holliday Resort Community Ass'n, supra. Both RCW 59.20.090(2) and 060.(2)(c ) deal with a landlord’s right to increase rent. They must and should be construed together. RCW 59.20.090(2)

by its plain terms limits the right to increase rent upon the giving of certain notice. It does not prohibit interim rent increases. If, as the Final Order found and MHDRP asserts, RCW 59.20.090(2) prohibits a landlord from increasing the rent during the term of a rental agreement, RCW 59.20.060(2)(c) is rendered completely meaningless. There is no point in prohibiting something in one statute that is already forbade by another statute. And, when read in conjunction with each other, RCW 59.20.060 only prohibits rent increases during the term of a rental agreement when the term is less than one year. RCW 59.20.060(2)(c). If such rent increases are already forbade under RCW 59.20.090(2), why is it necessary to have RCW 59.20.060(2)(c) at all? And if it is, why limit its provision to rental agreements with terms less than one year (or as provided by the current statute less than 2 years). Yet to be explained by either the Program or in the ALJ decision is, the necessity of such a prohibition if RCW 59.20.090(2) already prohibits any rent increase during the term of a rental agreement.

RCW 59.20.090(2) requires that a landlord seeking to increase rent upon the expiration of the term of the rental agreement, shall notify the tenant at least 90 days prior to the effective date of the rent increase. That

is once a the term of a rental agreement has expired, the landlord may increase rent provided the landlord gives 90 days notice in writing prior to the effective date of the increase. It does not bar interim rent increases per se. RCW 59.20.060(2)(c), however, does bar rental agreements that permit increasing rent during the term, if the term of the rental agreement is less than one year. For rental agreements of one year or more, it bars increases that are more frequent than annual. Id. By the plain terms of the two statutes, provided the rental agreement is for at least one year, a rent increase taking effect during the term is permissible, provided 90 days notice is given and that the increases are no more frequently than annually.

MHDRP's position that a rent increase must only take place on the expiration date of any lease is clearly not what RCW 59.20.090(2) provides. If that were the meaning of the statute, the first clause of RCW 59.20.060(2)(c) would be superfluous and meaningless as well the second clause of RCW 59.20.090(2). RCW 59.20.060(2) prohibits interim rent increases, but only in the event that the landlord and tenant have entered into a rental agreement for a period less than one year. As the attorney general reads RCW 59.20.090(2), the prohibition in 59.20.060(2)(c) would be completely meaningless because midterm rent increases are already

prohibited.<sup>3</sup>

If, as the Attorney General argues, rent increases may only take effect if made on the expiration date (or the minute after expiration), then the second clause of RCW 59.20.060(2) referencing the effective date of a rent increase would be superfluous because there could be only one effective date, the date after which the prior lease term expires. To the contrary, RCW 59.090(2) has language that makes clear a rent increase need not be effective on the renewal date of a rental agreement for a term of one year or more. If the legislature intended that the only date upon which the rent increase could be effective is the expiration of the term, there would be no point in independently identifying the effective date of the increase because the only date by which the rent increase could take effective is the beginning date of the renewal term. *See fn. 3.* The legislature would, in such a case, use language similar to what it used in RCW 59.18.140 whereby a landlord is required to provide thirty days notice for a new rental rate to take effect on completion of the term. The

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<sup>3</sup>Where the legislature seeks to limit increases in rent to take effect only at the end of a particular term, it knows how to do so. RCW 59.18.140 is just such a statute which, contrary to the language in the MHLTA, provides “Except for termination of tenancy, after thirty days written notice to each affected tenant, a new rule of tenancy including a change in the amount of rent may become effective upon completion of the term of the rental agreement or sooner upon mutual consent.”

difference in language is understandable. Landlords in residential rental agreements not governed by the MHLTA have substantial flexibility unless they contract that right away. Tenants also, by nature of lack of ownership, also have flexibility in choosing where they want to live. Tenants under the MHLTA, though, are not able to remove their homes from the space rented without great cost. Conversely, the legislature adopted longer term requirements for rental agreement unless the tenant specifically requests a month to month tenancy. *See generally* Holiday Resort Community Ass'n v. Echo Lake Associates, LLC 134 Wash. App. 210 135 P.3d 499 (2006).

With the longer default term of MHLTA rental agreements, though, the burden of determining when rent should be increased becomes more difficult. The parties can, of course, negotiate a series of pre-set rent increases over the course of the rental agreement, but absent such an agreement, the only limit placed on the landlord's right to increase the rent is no more frequently than annually and with at least 90 days notice in writing. That is, once a term of a rental agreement for the tenant has expired no matter the duration, the landlord may increase the rent at any time the landlord desires, provided the landlord gives written notice at

least 90 days prior to the effective date of the rent increase and does so no more frequently than annually. That is the harmonious way to read both RCW 59.20.090(2) and RCW 59.20.060(2)(c) together. What the ALJ was concerned would be the end result of permitting such interim increases is impossible because the result is prohibited elsewhere in the MHLTA. The fact that another term has begun is irrelevant in the landlord's exercise of the right to increase rent upon expiration of the prior term. Applying the parties interpretation to varying hypothetical rental agreements makes clear that Petitioner's interpretation is correct. Each scenario is outlined below.

1. The parties enter into a month to month rental agreement. The rental agreements must be in writing. *See* RCW 59.20.050(1), Gillette v. Zakarison, 68 Wash. App. 838, 846 P.2d 574 (1993). A month-to-month periodic tenancy is a continuing tenancy, not a tenancy that begins anew upon the expiration of the period for which rent is reserved. Ward v. Hinkleman, 37 Wash. 375, 79 P. 956 (1905). This is especially true, where no right of termination is permitted to the landlord under a month to month tenancy governed by the MHLTA. *See generally* RCW 59.20.080.

Using MHDRP's interpretation is that a landlord may only raise

rent after expiration of a rental agreement term and then only have the increase be effective on the date of the new term, a landlord would never be able to increase rent on a month-to-month tenancy absent termination of the tenancy by notice and then entering into a new tenancy with the tenant. That is because every notice no matter when effective would be prior to end of the term.

If on the other hand, RCW 59.20.090(2) is read as a grant of authority to raise rent upon the expiration of any rental agreement term provided 90 days written notice is given and otherwise limited by RCW 59.20.060(2), a landlord would be permitted to increase rents in accordance with the parties written rental agreement, but not more frequently than annually.

If on the other hand, a month-to-month rental agreement is considered to expire at the end of each given month, either interpretation both parties interpretation works the same but a landlord would be permitted to increase rent more frequently than annually by giving 90 days notice and the end of each successive month. This is because the term is less than one year such that RCW 59.20.060(2) only prohibits mid-term rent increases and the provision RCW 59.20.060(2) prohibiting rent

increases more frequently than annually only applies to rental agreements for a duration of one year or more.

2. Fixed term rental agreements for less than one year, say six months. Such an agreement would automatically renew for the original term. RCW 59.20.090(1). At the renewal date date, the tenant would have the option to have a one year rental agreement. RCW 59.20.050.

The parties interpretation would result in the same outcome, but the reason that the appellant's interpretation results in the same outcome is due to the prohibition of RCW 59.20.060(2) on rent increases mid-term where the term of the rental agreement is less than one year. That is, if the landlord missed the timing on such a notice of rent increase, the landlord would then have to wait until expiration of the renewal term to increase rent and then give notice 90 days prior to the start of the new term for the increase to be lawful. The AG interpretation gets to the same result, but as detailed above and in response to the AG's summary judgment motion, the legislature's adoption of RCW 59.20.060(2) would be meaningless and unnecessary.

3. 5 year fixed term tenancy renewable for successive five year terms, no contractual annual escalator because such clauses are irrelevant

to this particular analysis and would operate the same regardless of which interpretation is adopted.. Under MHDRP's interpretation, the landlord would have to give a rent increase notice that takes effect on the renewal date of the tenancy or the landlord is stuck for the next five years (absent an escalation clause. Under Petitioner's interpretation, once the initial five year term is up the landlord has the right to raise the rent at any time by giving 90 days written notice of the increase. Once given, though, RCW 59.20.060(2)(c)(3) would require the landlord to wait a minimum of one year before further increasing the rent, or the expiration of the next term depending on the terms of the parties' agreement.

3. One year lease that the parties let renew annually. Applying the notices at issue here in this situation works out the same as the five year lease analysis, except the parties' waiting times differ. MHDRP's interpretation that RCW 59.20.090 limits a landlord's right to increase rent to the date the renewal period begins, renders the provisions of RCW 59.20.060 limiting rent increases to annual for rental agreements for a term of one year or more meaningless. Under Petitioner's interpretation, the initial rent increase notice is effective since it raises the rent on 90 days notice and was done upon expiration of the original term or the last

renewal term in which a rent increase was given and does not result in a rent increase more frequently than annually. The second notice of rent increase is effective because it does not raise the tenant's rent more frequently than annually and because it occurred no sooner than one year prior to the last effective rent increase, complies with RCW 59.20.090(2) because the increase could only take effect after the expiration of the 2016-17 renewal term of each affected tenant regardless of the tenant's renewal date.

As applied to this matter, for each of the complainants in this matter, their original term expired many years ago. Successive annual terms have also expired. The expiration of any one of those terms allows the Petitioner to increase rent on 90 days written notice. RCW 59.20.090(2). Just because the prior owner elected not to raise rent during any of the previous 9 years, the right to raise rent after expiration of the original term was not eliminated. The right continued until exercised and after that initial term or on the anniversary date of the last increase, each tenant was subject to an increase in rent provided at least 90 days written notice of the increase is given prior to the chosen effective date. Because the tenants last rent increase was issued well in advance of one

year prior to December 1, 2016, the notice issued by TST increasing the rent effective on December 1, 2016 did not violate the MHLTA.

Once the December 1, 2016 rent increase took effect, TST was prohibited from raising the rent for a year. RCW 59.20.060(2)(c), RCW 59.20.090(2). Because the implied rental agreements were for a duration of one year, midterm rent increases are not prohibited. RCW 59.20.060; *See also Tilson supra*. While rent could not be increased during the following year (December 2016 through November 2017), provided proper notice is given, Petitioner had the legal right to increase the rent upon expiration of the term for which the mid-term December 2016 rent was effective unless it had contracted away that right. For complainants Gosney, Stickley and Simoni who did not have written rental agreements, no such contract prohibited the increase upon expiration of the one year period for which the mid-term 2016 rent increase was effective. However, to the extent that an implied agreement arose out of the July 2016 agreements provided to Gosney, Stickley and Simoni, the terms of that agreement allowed for interim rent increases as detailed below.

For complainant Lane, the result is the same but for a different reason. Mr. Lane executed a one year agreement with an effective date of

July 1, 2016. The 2016 rental agreement permitted interim rent increases as permitted by RCW 59.12.060(2)(c) provided 90 days notice of the increase is given.<sup>4</sup> Because Mr. Lane's rent, as with all of the other tenants, had not been increased for the prior ten years, his rent could be increased during the term provided such increases are permitted by the agreement and not more frequently than annually. The rent increases effective on December 1, 2016 and December 1, 2017, while during the term of the rental agreement were given no more frequently than annually and not less than 90 days prior to the effective date of each rent increase. The increases for Mr. Lane are likewise valid.

In holding a prospective rent increase limitation was enforceable, the Western v. Tilson Court's factual recitation that included one bi annual rent increase effective on a date other than lease expiration and without the Court invalidating the same is illustrative. That rent increase was more than one year after the prior rent increase and the objection made by the tenant to such increase was that the amount exceeded the limit of her

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<sup>4</sup>The 2016 rental agreement provided that rent may be increased by giving at least 90 days written notice prior to the beginning of any month or period of tenancy. See Tanner Electric Cooperative v. Puget Sound Power & Light Company, 128 Wash. 2d. 656 , 674 911 P.2d 1301, 1311 "Contractual language also must be interpreted in light of existing statutes and rules of law." citing 3 Arthur L. Corbin, Contracts § 551, at 198 (1960).

rental agreement (\$10.00 every two years). The rental agreement in Tilson began in October 2001 for a monthly rent of \$345.00. Id. At the time the manufactured dwelling park was sold in February 2008, the tenants rent was \$375 based upon rent increases of \$10.00 in 2003 , 2005 and 2007. Id. The new landlord did not increase the rent in 2008, but issued a rent increase notice the following year seeking to increase the tenants rent \$20.00 instead of the contractually limited \$10.00 every other year. The effective date of this rent increase was not October 2009, but rather July 2009, a date more than one year after the last increase, but providing for an increase on a date other than the anniversary date of the lease. Given the specific factual outline, the Court could have but did not rule that the 2009 rent increase was invalidated as a result of timing, rather the Court ruled that the amounts over those permitted by the parties lease were invalid. Id.

MHDRP's interpretation that a landlord may only increase rent if the effective date is the end of the term puts Petitioner in the impossible position of having to guess the anniversary dates of tenants who have no written rental agreement and on this record have not stated the date upon which their occupancy began, there is no dispute that the rent increase

notices were provided to each of the tenants in the manner provided by law and that the tenants continued in occupancy thereafter. Assuming, *arguendo*, that RCW 59.20.090(2) only permits increases to take effect on the expiration of a term, then each of the notices issued would take effect on the next anniversary date of each tenant's occupancy of the premises or July 1 the year following notice of the increase. See Housing Resource Group v. Price, 92 Wash. App. 394 (1998) (holding that a copy of a lease with a new rental amount delivered to the tenant on October 2, 1995 operated to increase the rent effective December 1, 1995 under RCW 59.18.140, the beginning of the next term of the tenants month to month tenancy).

Attorney Fees:

RCW 4.84.350(1) which provides for the award of reasonable attorney fees if a qualified party successfully challenges in a judicial review of an agency action. This action arises under RCW 59.30 and the tenant requests for MHRDP resolution rather than the MHLTA. Should the appellate court agree with Petitioner, RCW 4.84.350(1) provides for an award of attorney fees. See also Allen v. Dan and Bill's RV Park 6 Wash. App.2d 349 (2018).

## V. Conclusion

Petitioner respectfully requests that the appellate court reverse the MHDRP notice of violation and final order of the administrative hearings division that Petitioner violated RCW 59.20.090(2) with the 2016 and 2017 notices of rent increase for all tenants and that the January 1, 2018 rental agreement with Lane is ineffective. Petitioner seeks reversal of all fines imposed as a result of the Notice of Violation and Final Order and reimbursement of rents that were returned in compliance with such final order.

Respectfully Submitted

November 12, 2019

*/s/Mark G. Passannante*

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Mark G. Passannante, WSB#25680  
Of Attorneys for Appellant

CERTIFICATE OF SERVICE

I hereby certify that on November 12, 2019, I served a true copy of the foregoing Petitioner's Opening Brief - Corrected on the parties listed below at their last known address by first class mail:

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November 12, 2019  
*/s/Mark G. Passannante*

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Mark G. Passannante WSB#25680  
Of Attorneys for Petitioner

CERTIFICATE OF FILING

I certify that on November 12, 2019, I filed an original and one copy of Appellant's Opening - Brief with the WA Court of Appeals, Division One. By first class mail postage prepaid.

November 12, 2019  
*/s/Mark G. Passannante*

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Mark G. Passannante, WSB#25680  
Of Attorneys for Petitioner

**BROER & PASSANNANTE**

**November 12, 2019 - 3:53 PM**

**Transmittal Information**

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**Appellate Court Case Title:** TST, Oaks Mobile & RV Court, Petitioner v Manufactured Housing Unit,  
Respondent  
**Superior Court Case Number:** 19-2-00793-5

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**Note: The Filing Id is 20191112154216D2714435**