

FILED
Court of Appeals
Division II
State of Washington
12/12/2019 3:37 PM

NO. 53352-9-II

**COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON**

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,

Respondent.

**BRIEF OF RESPONDENT MANUFACTURED HOUSING
DISPUTE RESOLUTION PROGRAM**

ROBERT W. FERGUSON
Attorney General

SHIDON B. AFLATOONI
WSBA No. 52135
Assistant Attorney General
Consumer Protection Division
Office of the Attorney General
800 Fifth Avenue, Suite 2000
Seattle, WA 98104
(206) 464-7745

TABLE OF CONTENTS

I. INTRODUCTION.....1

II. COUNTERSTATEMENT OF THE CASE3

 A. TST Purchased Oaks Mobile and Almost Immediately Increased the Tenants’ Rent.....3

 B. The Program Investigated Complaints Filed by the Tenants and Issued a Notice of Violation Against TST6

 C. TST Appealed the Notice of Violation8

 D. Judicial Review.....10

III. COUNTERSTATEMENT OF THE ISSUES11

IV. STANDARD OF REVIEW.....11

V. ARGUMENT12

 A. The Express Purpose of the MHLTA Is to Address the Unequal Bargaining Power Between Mobile Home Tenants and Landlords.....12

 B. The Plain Language of RCW 59.20.090(2) Prohibits TST From Increasing the Tenants’ Rent Prior to the Expiration of the Term of the Rental Agreement14

 C. TST’s Arguments that the MHLTA Permits Rent Increases Contrary to the Plain Language of RCW 59.20.090(2) Must Fail17

 1. The Original Term of the Tenants’ Rental Agreements Has No Application to TST’s Unlawful Rent Increases.....17

 2. The Supreme Court’s Ruling in *Western Plaza* Does Not Support TST’s Argument19

3.	RCW 59.20.060(2)(c) Limits the Frequency In Which Rent Increases May Occur and Does Not Conflict with RCW 59.20.090(2)	19
D.	TST Violated the MHLTA By Increasing the Tenants’ Rent Prior to the Expiration of the Term of the Rental Agreements	23
1.	Implied Rental Agreements Were Created Between TST and the Tenants On or Around the Date TST Acquired Oaks Mobile	23
2.	TST Violated the MHLTA Regarding the Tenants With Implied Rental Agreements	25
3.	TST Violated the MHLTA Regarding the Tenant With a Written Rental Agreement	26
4.	The 2018 Rental Agreements Increased the Tenants’ Rent Prior to the Expiration of the Term of their Implied and Written Agreements	27
5.	TST Cannot Comply with RCW 59.20.090(2) Through Defective Rent Increase Notices.....	28
E.	The ALJ Did Not Err in Finding Irrelevant Language of RCW 59.20.060(2)(c) Beyond the Scope of the Final Order	29
F.	TST is Not Entitled to Fees Under the EAJA.....	30
VI.	CONCLUSION	32

TABLE OF AUTHORITIES

Cases

<i>Allen v. Dan and Bill's RV Park</i> , 6 Wn. App. 2d 349, 428 P.3d 376 (2018), <i>rev. denied</i> 2019 WL 6608912 (Sup. Ct. Wash., Dec. 4, 2019)	14, 22, 24
<i>Cobra Roofing Serv., Inc. v. Dep't of Labor & Indus.</i> , 122 Wn. App. 402, 97 P.3d 17 (2004)	30
<i>Constr. Indus. Training Council v. Washington State Apprenticeship & Training Council of Dep't of Labor & Indus.</i> , 96 Wn. App. 59, 977 P.2d 655 (1999)	31
<i>Edelman v. State ex rel. Pub. Disclosure Comm'n</i> , 152 Wn.2d 584, 99 P.3d 386, 389 (2004)	31
<i>Ethridge v. Hwang</i> , 105 Wn. App. 447, 20 P.3d 958 (2001)	29
<i>Gillette v. Zakarison</i> , 68 Wn. App. 838, 846 P.2d 574 (1993)	23
<i>Holiday Resort Cmty. Ass'n v. Echo Lake Assocs.</i> , 134 Wn. App. 210, 135 P.3d 499 (2006)	13, 21
<i>McGahuey v. Hwang</i> , 104 Wn. App. 176, 15 P.3d 672 (2001)	15
<i>Narrows Real Estate, Inc. v. MHDRP, Consumer Protection Division, Office of the Attorney General</i> , 199 Wn. App 842, 401 P.3d 346 (2017)	11, 12, 25
<i>Raven v. Dep't of Soc. & Health Servs.</i> , 177 Wn.2d 804, 306 P.3d 920 (2013)	31
<i>Silverstreak, Inc. v. Washington State Dep't of Labor & Indus.</i> , 159 Wn.2d 868, 154 P.3d 891 (2007)	31

<i>State v. Armendariz</i> , 160 Wn.2d 106, 156 P.3d 201 (2007).....	14
<i>State, Dep't of Ecology v. Campbell & Gwinn, L.L.C.</i> , 146 Wn.2d 1, 43 P.3d 4, (2002).....	14
<i>Western Plaza, LLC v. Tison</i> , 184 Wn.2d 702, 364 P.3d 76 (2015).....	passim
<i>ZDI Gaming, Inc. v. State ex rel. Washington State Gambling Comm'n</i> , 151 Wn. App. 788, 214 P.3d 938 (2009).....	12

Statutes

RCW 4.84.350	30
RCW 34.05.518	10
RCW 34.05.570	12
RCW 59.20.060	passim
RCW 59.20.090	passim
RCW 59.20.135	13
RCW 59.22.010	2, 12, 13, 17
RCW 59.30.010	7
RCW 59.30.040	passim

I. INTRODUCTION

The Manufactured/Mobile Home Landlord Tenant Act (MHLTA), RCW 59.20, governs the relationship between mobile home tenants, who own their homes, and their landlord, who owns the land upon which the homes sit. Because their homes are impractical and cumbersome to move, mobile home tenants are vulnerable in housing disputes with their landlords; left to their own devices, landlords could leverage that unequal bargaining power to their advantage. The MHLTA levels the playing field by, among other things, safeguarding tenants from unlawful rent increases.

The plain language of the MHLTA limits when a landlord may increase rent: upon expiration of the term of a rental agreement *and* with three months' written notice. RCW 59.20.090(2). Here, TST, LLC (TST) improperly sought to increase rent prior to the expiration of the term of tenants' rental agreements. Shortly after purchasing Oaks Mobile and RV Court (Oaks Mobile) and again the following year, TST increased the tenants' rent, each time prior to the expiration of the term of their implied or written rental agreements. TST incorrectly argues that the MHLTA allows a landlord to increase rent during the term of a rental agreement provided that a tenant has been given three months' notice and rent has not been increased within the prior year. The administrative law judge (ALJ) rejected this argument and with good reason; this erroneous interpretation

of the MHLTA runs counter to the plain language of the MHLTA, supporting case law, and the public policy underpinning the MHLTA.

The MHLTA protects mobile home tenants—who are often low-income or elderly—by providing for stable, long-term tenancies with express limitations on when a tenant’s rent may increase. RCW 59.20.090(1), (2), 59.20.135(1); *see also* RCW 59.22.010 (intent of the legislature to protect low-income mobile home tenants from physical and economic displacement). The need for this protection is illustrated here. Because of TST’s unlawful actions, the tenants have had to shoulder 72 percent increases in rent, despite having rental agreements in place, or face eviction. For one of the tenants, the unlawful rent increases and stress of eviction were too much; she was forced to sell her home.

The Manufactured Housing Dispute Resolution Program (Program) respectfully requests this Court to affirm the ALJ’s Final Order, which correctly interprets and applies the MHLTA and is supported by substantial evidence in the record. The Court should reject TST’s attempt to expand the MHLTA to allow a mobile home landlord the ability to increase a tenant’s rent prior to the expiration of the term of a rental agreement.

II. COUNTERSTATEMENT OF THE CASE

A. TST Purchased Oaks Mobile and Almost Immediately Increased the Tenants' Rent

TST purchased Oaks Mobile on or about June 1, 2016. AR 164; AR 551 (FOF 4.10); AR 558 (COL 5.25). Prior to TST's purchase of Oaks Mobile, Oaks Mobile tenants Donna Gosney, Walter Lane, Lorraine Simoni and Nanette Stickley (Tenants) had no written rental agreements. AR 551 (FOF 4.10, 4.11). However, their rent was stable and predictable at \$320 per month, and they had no rent increases for the past 10 years. AR 551 (FOF 4.10, 4.11). This rent stability was important for the Tenants given their age and low income. *See, e.g.*, AR 40 (Ms. Gosney's complaint stating rent increase too much for "older" people living in Oaks Mobile); AR 61 (Mr. Lane's complaint stating rent too high for people on Social Security and Medicaid).

When TST purchased Oaks Mobile, TST informed the Tenants that they should continue to make their rent payments, set at \$320 per month. AR 164; AR 551 (FOF 4.10). In a letter dated June 1, 2016, TST informed the Tenants that rent should be paid directly to TST by mail and provided additional terms related to rent payment. AR 164.

In a letter dated July 1, 2016, TST informed the Tenants that it was preparing new leases. AR 166; AR 551 (FOF 4.13). On July 15, 2016, TST

provided the Tenants with written rental agreements (2016 Rental Agreement). AR 168 (cover letter to rental agreements); AR 551 (FOF 4.14). TST requested the Tenants review, sign, and return the 2016 Rental Agreements no later than August 5, 2016. *Id.*; AR 558 (COL 5.29).

Section 1 of the 2016 Rental Agreements provide for a rental term of one year, commencing July 1, 2016. AR 174, 193, 202, 206. Section 2 states that the monthly rent is \$320 for this term, and provides that “monthly rent shall be increased only by prior written notice of three months or more preceding the beginning of any month or period of tenancy.” *Id.*

The 2016 Rental Agreement provided to Mr. Lane was fully executed by both TST and Mr. Lane on August 5, 2016. AR 193-195; AR 552 (FOF 4.16). It is undisputed that Mr. Lane is the only tenant with a fully executed 2016 Rental Agreement. App. Op. Br. at 8, 23-24.

By contrast, the 2016 Rental Agreements provided to the other three Tenants were either partially executed or not executed at all. Neither Ms. Gosney nor TST executed the 2016 Rental Agreement. AR 174-176; AR 552 (FOF 4.15). Ms. Simoni signed the 2016 Rental Agreement, but TST did not. AR 202-204; AR 552 (FOF 4.17). Ms. Simoni changed the terms of the agreement in writing to note that she “does not” agree to a certain late charge indicating it as “unreasonable.” AR 202. Ms. Stickley did not execute her 2016 Rental Agreement, but TST did. AR 206-208; AR 552

(FOF 4.18). Thus, Ms. Gosney, Ms. Simoni, and Ms. Stickley had no fully executed 2016 Rental Agreements.

On August 29, 2016, TST served a “90 Day Notice to Change Rent” on the Tenants notifying them that effective December 1, 2016, the Tenants’ rent would increase from \$320 to \$525 per month (2016 Rent Increase Notices), but “[a]ll other terms of your tenancy will remain in full force.” AR 210, 212, 214, 216; AR 552 (FOF 4.20-4.23).

One year later, TST again served notice of rent increases on the Tenants (2017 Rent Increase Notices). On August 28, 2017, TST mailed, and subsequently posted, a “90 Notice to Change Rent” to Ms. Gosney, Ms. Simoni and Ms. Stickley, notifying these three tenants that effective December 1, 2017, their rent would increase from \$525 to \$550 per month. AR 218, 223, 225; AR 553 (FOF 4.25-4.27). On September 6, 2017, TST mailed, and subsequently posted, a “90 Notice to Change Rent” to Mr. Lane, notifying him that effective January 1, 2018, his rent would increase from \$525 to \$550 per month. AR 221; AR 553 (FOF 4.28). These 2017 Rent Increase Notices informed the Tenants that “[a]ll other terms of your tenancy will remain in full force.” AR 218, 221, 223, 225.

In December 2017, the Tenants separately entered into one-year rental agreements with TST, commencing January 1, 2018 and ending December 31, 2018, with a monthly rent of \$550. AR 228-234 (Lorraine

Simoni); AR 237-243 (Nanette Stickley); AR 246-252 (Walter Lane); AR 254-261 (Donna Gosney); AR 553 (FOF 4.31-4.34) (2018 Rental Agreements).

B. The Program Investigated Complaints Filed by the Tenants and Issued a Notice of Violation Against TST

Between January and July 2018, the Tenants filed complaints with the Program against TST, alleging TST violated the MHLTA by failing to provide them with proper notices of rent increases. AR 554 (FOF 4.36-4.39); AR 39-58 (Donna Gosney Complaint); AR 60-90 (Walter Lane Complaint); AR 92-94 (Lorraine Simoni Complaint); AR 96-100 (Nanette Stickley Complaint).

Although the Tenants disputed that they lawfully owed the increased rent, they had no choice but to pay the excess rent or face eviction. RCW 59.20.080(1)(b), (m) (allowing eviction based on nonpayment of rent). TST, in fact, threatened Ms. Simoni with eviction. AR 92 (Lorraine Simoni's complaint stating that when attempting resolve the rent increase issue, TST's response was "[i]ntimidation, threats of fines and eviction"). Eventually, Ms. Simoni sold her home because she could no longer afford the high rent increases and withstand constant threat of eviction. AR 495.

Under the Program, the Attorney General is authorized to facilitate negotiations between mobile home landlords and tenants, investigate

alleged violations of the MHLTA, make determinations, including serving notices of violation or non-violation, and in cases of violations, issue fines and penalties against landlords and tenants. *See* RCW 59.30.010(3)(c); 59.30.040(3), (5)-(8). After receiving the Tenants' complaints, the Program initiated dispute resolution, including investigating the Tenants' allegations. *See* AR 554 (FOF 4.41). TST and the Tenants were not able to resolve their disputes. *Id.*

Upon concluding its investigation, the Program issued a Notice of Violation against TST, pursuant to RCW 59.30.040(5)(a). AR 12-26. The Notice of Violation found TST unlawfully increased the Tenants' rent, in violation of the MHLTA, RCW 59.20.090(2). AR 20, ¶¶ 4.7, 4.14, 4.15.

The Program ordered TST to reimburse Ms. Gosney, Ms. Simoni and Ms. Stickley the amount of rent overpaid from December 2016 through December 2017 because the 2016 Rent Increase Notice and 2017 Rent Increase Notice, with effective dates of December 1, 2016 and December 1, 2017, respectively, increased their rent prior to any identified expiration of the term of a valid rental agreement. AR 20, 21, ¶¶ 4.5-4.7, 5.1.1, 5.1.2. The Program did not order any reimbursement of rent after these tenants entered into the 2018 Rental Agreements.

The Program ordered TST to reimburse Mr. Lane the amount of rent overpaid from December 2016 through August 2018 because Mr. Lane

entered into a valid, one-year written rental agreement commencing July 1, 2016, and the 2016 Rent Increase Notice and 2017 Rent Increase Notice increased his rent prior to the expiration of the term of his rental agreement. AR 20, 21, ¶¶ 4.8, 4.11, 4.13, 4.14, 5.1.5, 5.1.6. The Program also found that TST could not increase Mr. Lane’s rent through the 2018 Rental Agreement because this agreement would have increased his rent on January 1, 2018, prior to the expiration of his automatically renewing one-year term, as established in the 2016 Rental Agreement. AR 20, ¶¶ 4.12, 4.15. Based on the 2016 Rental Agreement, the Program also prohibited TST from seeking any rent payments from Mr. Lane in excess of \$320 from September 2018 through June 2019. AR 21, ¶ 5.4. Finally, the Program prohibited TST from increasing any of the Tenants’ rent without complying with RCW 59.20.090(2). AR 21, ¶ 5.2.

C. TST Appealed the Notice of Violation

After the Program issued the Notice of Violation, TST appealed the Notice by requesting an administrative hearing. AR 5-10; *see also*, RCW 59.30.040(8) (a complainant or respondent may request an administrative hearing before an Administrative Law Judge (ALJ) to contest a notice of violation). The only issue before the ALJ was whether TST increased the rent of the Tenants “prior to the identified expiration of the term of a valid rental agreement, in violation of RCW 59.20.090(2).”

AR 547 (ISSUE 1.2). After oral argument from the Program and Oaks Mobile on the Program's Motion for Summary Judgment,¹ the ALJ entered a Final Order granting summary judgment, and affirming the Program's Notice of Violation. AR 547-563.

Specifically, the ALJ found and concluded:

- An implied rental agreement for a period of one year, renewing automatically, is created in the absence of a written rental agreement. AR 557 (COL 5.23).
- RCW 59.20.090(2) provides a “landlord seeking to increase rent upon expiration of the term of a rental agreement of any duration shall notify the tenant in writing three months prior to the effective date of any increase in rent.” AR 558 (COL 5.24) (emphasis in original).
- At the time of TST's purchase, no tenant possessed a written rental agreement, and without such agreement, the Tenants held an implied rental agreement for a period of one year, renewing annually, with a monthly rent of \$320. AR 558 (COL 5.26); *See also*, AR 551 (FOF 4.10, 4.11).
- Without a written rental agreement, “no expiration date of the rental agreement term could be established.” AR 558 (COL 5.27).
- Thus, the implied rental agreement term “began on or around June 1, 2016 when TST, LLC took possession of” Oaks Mobile. AR 558 (COL 5.28).
- Walter Lane signed the one-year rental agreement, effective July 1, 2016 with monthly rent set at \$320. AR 558 (COL 5.30).

¹ AR 124-265 (Program's MSJ); AR 281-292 (TST's Resp. to MSJ); AR 324-333 (Program's Reply to MSJ).

- The 2016 rental agreements provided to Donna Gosney, Lorraine Simoni and Nanette Stickley were not signed by both tenant and TST. Thus, the “failure by the parties to enter into a written rental agreement, essentially created an ‘implied rental agreement’ for a period of one year, commencing when TST, LLC took possession of Oaks Mobile and RV Court, since they [TST] did not assume any written rental agreements from the previous owner....” AR 558 (COL 5.31).
- The legislative intent of the MHLTA provides that the plain language of RCW 59.20.090(2) is a limitation on rent increases. AR 559 (COL 5.41) (citing *Western Plaza, LLC v. Tison*, 184 Wn.2d 702, 715, 364 P.3d 76 (2015)).
- TST violated RCW 59.20.090(2) through the 2016 and 2017 rent increase notices because those notices increased the Tenants’ rent prior to the identified expiration of the term of a valid written or implied rental agreement. AR 559-560 (COL 5.36-5.38, 5.45).

The order of the ALJ constitutes the final agency order of the Program and is subject to judicial review pursuant to the Administrative Procedure Act (APA). RCW 59.30.040(10).

D. Judicial Review

After the ALJ issued the Final Order, TST filed a Petition for Review in Clark County Superior Court. CP 1-5. The Program subsequently filed an Application for Direct Review under RCW 34.05.518 requesting that the superior court certify the Final Order for direct review to the Court of Appeals. CP 64-78. The superior court granted the Program’s

Application for Direct Review. CP 79-81. On July 22, 2019, this Court accepted Direct Review of this matter.

III. COUNTERSTATEMENT OF THE ISSUES

1. Whether the Final Order should be affirmed because the ALJ did not err in concluding the plain language of RCW 59.20.090(2) limits rent increases “upon expiration of the term of a rental agreement”?
2. Whether the Final Order should be affirmed because the ALJ did not err in concluding that implied rental agreements were created between TST and the Tenants on or around the date TST acquired Oaks Mobile?
3. Whether the Final Order should be affirmed because the ALJ did not err in concluding that application of irrelevant language in RCW 59.20.060(2)(c) is beyond the scope of the matter?
4. If the Final Order is reversed, whether TST is entitled to fees under the Equal Access Justice Act (EAJA) when TST has not provided any basis for the fees and when the Program’s action was substantially justified?

IV. STANDARD OF REVIEW

The APA governs judicial review of final orders issued under RCW 59.30.040(10). *Narrows Real Estate, Inc. v. MHDRP, Consumer Protection Division, Office of the Attorney General*, 199 Wn. App 842, 851, 401 P.3d 346 (2017). On review, the Court of Appeals sits “in the same position as the superior court and appl[ies] the APA to the administrative record.” *Id.* at 852 (quoting *Cornelius v. Dep’t of Ecology*, 182 Wn.2d 574, 585, 344 P.3d 199 (2015)).

Under the APA, the party challenging the agency action bears the burden of proof. RCW 34.05.570(1)(a); *ZDI Gaming, Inc. v. State ex rel. Washington State Gambling Comm'n*, 151 Wn. App. 788, 805, 214 P.3d 938 (2009). A reviewing court may grant relief from an ALJ order if it determines that the order results from an erroneous interpretation or application of the law or is not supported by substantial evidence when viewed in the light of the whole record before the court. RCW 34.05.570(3)(d), (e);² *ZDI Gaming*, 151 Wn. App. at 805-06.

Rulings made on summary judgment are reviewed *de novo*. *Narrows Real Estate*, 199 Wn. App at 852. The Court of Appeals reviews “questions of law, and the agency’s application of the law to the facts, de novo, but we afford ‘great weight’ to the agency’s interpretation of law ‘where the statute is within the agency’s special expertise.’” *Id.* (quoting *Cornelius*, 182 Wn.2d at 585).

V. ARGUMENT

A. **The Express Purpose of the MHLTA Is to Address the Unequal Bargaining Power Between Mobile Home Tenants and Landlords**

Washington’s policy is to protect mobile home tenants from both physical and economic displacement. *See e.g.*, RCW 59.22.010. The

² TST does not identify the specific basis for this Court’s review under RCW 34.05.570. However, based on the TST’s Argument, App. Op. Br. at 10-26, it appears TST seeks review under RCW 34.05.570(3)(d) and 34.05.570(3)(e).

legislature has expressly found that the relationship between landlords and tenants in a mobile home community is unique. RCW 59.30.010(1). Mobile homes are costly and difficult to move, which creates an inequality in the bargaining positions between landlords and tenants. *Id.* The legislature has further noted that mobile home tenants are often senior citizens who lack financial resources, RCW 59.20.135, and that mobile homes communities often are comprised of low-income and senior citizen households, for whom security in their housing is a matter of their health, safety, and welfare. RCW 59.20.300.

These low cost housing opportunities “benefit the low income, elderly, poor and infirmed, without which they could not afford private housing....” RCW 59.22.010. The legislature has expressly noted how change in mobile home park ownership can negatively impact low-income and senior citizen tenants. *Id.*

To protect mobile home tenants, the legislature enacted the MHLTA to provide these tenants with long-term and stable tenancies through “an unqualified right at the beginning of the tenancy to a one-year term [and] automatic renewal at the end of the one-year term....” *Holiday Resort Cmty. Ass’n v. Echo Lake Assocs.*, 134 Wn. App. 210, 224, 135 P.3d 499 (2006). This protection helps combat the problem created by short-term leases that would give the landlord “near dictatorial authority because tenants are faced

with the option of either abiding by the terms of a new lease, *including rent increases* or other odious provisions, or relocating their residence at significant costs.” *Western Plaza, LLC v. Tison*, 184 Wn.2d 702, 715, 364 P.3d 76 (2015) (citing OFF. OF PROGRAM RESEARCH, WASH. HOUSE OF REPRESENTATIVES, STAFF REPORT ON LANDLORD-TENANT RELATIONSHIP PROBLEMS IN MOBILE HOME PARKS (1975)) (emphasis added).

B. The Plain Language of RCW 59.20.090(2) Prohibits TST From Increasing the Tenants’ Rent Prior to the Expiration of the Term of the Rental Agreement

If the plain language of a statute is unambiguous the court’s analysis ends and the statute should be enforced in accordance with its plain meaning. *State v. Armendariz*, 160 Wn.2d 106, 110, 156 P.3d 201 (2007) (citing *State v. J.P.*, 149 Wn.2d 444, 450, 69 P.3d 318 (2003)). “When possible, [courts] do not interpret statutes in a manner that renders any portion of the statute superfluous or meaningless.” *Allen v. Dan and Bill’s RV Park*, 6 Wn. App. 2d 349, 360, 428 P.3d 376 (2018), *rev. denied* 2019 WL 6608912 (Sup. Ct. Wash., Dec. 4, 2019) (citing *Whatcom County v. City of Bellingham*, 128 Wn.2d. 537, 546, 909 P.2d 1303 (1996)). If a statute’s meaning is plain on its face, then the court must give effect to that plain meaning as an expression of legislative intent. *State, Dep’t of Ecology v. Campbell & Gwinn, L.L.C.*, 146 Wn.2d 1, 9–10, 43 P.3d 4, (2002).

Under RCW 59.20.090(2), “[a] landlord seeking to increase the rent upon expiration of the term of a rental agreement of any duration shall notify the tenant in writing three months prior to the effective date of any increase in rent.” Here, the plain meaning of RCW 59.20.090(2) is unambiguous. As interpreted by Washington courts, RCW 59.20.090(2) is an express limitation on rent increases, requiring “that rental rates . . . be increased *only* upon lease expiration and three months’ notice.” *McGahuey v. Hwang*, 104 Wn. App. 176, 182, 15 P.3d 672 (2001) (emphasis added). “By its plain language, RCW 59.20.090(2) does not give a landlord an immutable right to increase rent; it is a limitation on rent increases.” *Western Plaza*, 184 Wn.2d at 708 (internal quotes omitted).

Because rental agreements under the MHLTA renew automatically for the term of the original agreement, RCW 59.20.090(1), the monthly rent remains the same unless and until the landlord seeks to increase the rent (1) upon expiration of the term of the rental agreement and (2) by providing three months’ notice prior to the effective date of the increase. RCW 59.20.090(2). Both conditions must be met before a rent increase can lawfully take effect. By violating the plain language of RCW 59.20.090(2), TST has violated the MHLTA.

TST, however, attempts to do an end run around the rent increase limitations established by RCW 59.20.090(2) by arguing that, for a tenant

with a rental agreement of one year or more, a separate provision of the MHLTA, RCW 59.20.060(2)(c), allows the landlord to increase the rent anytime during the rental agreement term so long as rent does not increase more than once annually. App. Op. Br. at 14-15. TST's preferred interpretation is not only contrary to the plain language of RCW 59.20.090(2), it would also render the first condition of RCW 59.20.090(2) superfluous or meaningless.

Under TST's interpretation of RCW 59.20.090(2), a landlord could completely disregard the first condition limiting rent increases "upon expiration of the term of the rental agreement" and simply increase a tenant's rent by providing three months' written notice prior to the effective date of the increase. TST's application of only one of the two statutory conditions for a rent increase would allow a landlord to arbitrarily increase a tenant's rent at any time.

Finally, not only is TST's interpretation inconsistent with the plain language of RCW 59.20.090(2), but it runs completely counter to the legislature's express intent to provide stability and security to mobile home tenants. The statutory limitations on rent increases under RCW 59.20.090(2) have the effect of putting tenants on notice that their rent *may* increase upon expiration of the term of their rental agreement, *but only if* they receive written notice from the landlord three months prior to

the increase. The legislature intended to afford mobile home tenants with the security of knowing that if they do not receive a rent increase notice before their lease automatically renews, they will not face a rent increase during the next yearly rental term. They can budget accordingly and not fear physical or economic displacement due to unlawful rent increases. *See* RCW 59.22.010.

This Court should reject TST's interpretation of the MHLTA because it would expand the ability of a landlord to increase rent in a manner inconsistent with the plain language of RCW 59.20.090(2).

C. TST's Arguments that the MHLTA Permits Rent Increases Contrary to the Plain Language of RCW 59.20.090(2) Must Fail

1. The Original Term of the Tenants' Rental Agreements Has No Application to TST's Unlawful Rent Increases

TST argues that it was entitled to increase rent simply upon three-month's notice by taking advantage of the "original term" of the Tenants' rental agreement with the prior owner of Oaks Mobile, which had expired, as well as the fact that the prior owner had not increased the Tenants' rent in the prior year. App. Op. Br. at 10, 11, 22, 23.³ TST is wrong.

³ TST references an unidentified "secondary error" which purportedly "led 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." App. Op. Br. at 7. TST fails to specify the basis for this "secondary error" or how a finding of error by this Court, separate from TST's "Assignment of Error #1", justifies reversal of the Final Order. Because TST fails to state a basis for this purported secondary assignment of error, this Court should not consider it.

The circumstances under which a landlord can increase a tenant's rent is governed by RCW 59.20.090(2), which does not contain any reference to the "term of the original agreement." Rather, RCW 59.20.090(2) refers to the "expiration of the term of a rental agreement of any duration" because under the MHLTA, rental agreements automatically renew yearly. RCW 59.20.090(1); *see also Western Plaza*, 184 Wn.2d at 715 ("The MHLTA provides for stable, long term tenancy by creating the presumption of year-to-year periodic tenancy.").

RCW 59.20.090(1), by contrast, refers to the "term of the original rental agreement" in a wholly different context. That provision provides, "Unless otherwise agreed rental agreements shall be for a term of one year. Any rental agreement of whatever duration shall be automatically renewed for the term of the original rental agreement, unless a different specified term is agreed upon." RCW 59.20.090(1) thus refers to the "term of the original rental agreement" solely to identify the length of time after which subsequent rental agreements will automatically renew. It has no application to rent increases.

Accordingly, TST may not subvert the MHLTA and increase a tenant's rent prior to the expiration of the term of a rental agreement simply because the "original term" has expired.

2. The Supreme Court’s Ruling in *Western Plaza* Does Not Support TST’s Argument

TST cites to the Washington Supreme Court’s “factual recitation” in *Western Plaza* as “illustrative” of the proposition that because the Supreme Court did not invalidate a specific rent increase “as a result of timing,” this Court should interpret RCW 59.20.090(2) as permitting rent increases prior to the expiration of the term of a rental agreement. App. Op. Br. at 24-25. TST misses the point of *Western Plaza*.

Western Plaza states that the plain language of RCW 59.20.090(2) expressly limits the landlord’s ability to increase rent and does not give the landlord an immutable right to increase rent. *Western Plaza*, 184 Wn.2d at 708. Moreover, the timing of rent increase notices was not the issue in *Western Plaza*; rather, the issue concerned the applicable statute of frauds to rental agreements under the MHLTA and whether the MHLTA prohibited rent cap provisions. *Id.* at 707. *Western Plaza* found that a tenant’s rental agreement entered into with the prior owner is valid and that the landlord must comply with the rent cap provision. *Id.* at 707, 718.

3. RCW 59.20.060(2)(c) Limits the Frequency In Which Rent Increases May Occur and Does Not Conflict with RCW 59.20.090(2)

TST argues that the Program’s interpretation of the plain language of RCW 59.20.090(2) would render another provision within the MHLTA,

RCW 59.20.060(2)(c), “completely meaningless.” App. Op. Br. at 14. TST’s interpretation, though, is illogical and would prevent the entirety of the MHLTA to be read in harmony. Moreover, TST’s erroneous reading of RCW 59.20.060(2)(c) would render RCW 59.20.090(2) superfluous and meaningless because this Court would have to ignore clear statutory language that permits rent increases only “upon expiration of the term of a rental agreement.”

Prior to July 28, 2019, RCW 59.20.060(2)(c), provided that an executed rental agreement shall not contain any provision:

Which allows the landlord to alter the due date for rent payment or increase the rent: (i) During the term of the rental agreement if the term is less than one year, or (ii) more frequently than annually if the term is for one year or more: PROVIDED, That a rental agreement may include an escalation clause for a pro rata share of any increase in the mobile home park's real property taxes or utility assessments or charges, over the base taxes or utility assessments or charges of the year in which the rental agreement took effect, if the clause also provides for a pro rata reduction in rent or other charges in the event of a reduction in real property taxes or utility assessments or charges, below the base year: PROVIDED FURTHER, That a rental agreement for a term exceeding one year may provide for annual increases in rent in specified amounts or by a formula specified in such agreement.⁴

⁴ Amendments to RCW 59.20.060(2)(c), effective July 28, 2019, change the reference to rental agreements from “one” year to “two” years. While the claims in this matter arose prior to the July 28, 2019 amendment, the Program’s argument remains the same: RCW 59.20.090(2) prohibits rent increases prior to the expiration of the term of a rental agreement, and RCW 59.20.060(2)(c)(i) – either pre- or post- 2019 amendment – does not suggest otherwise.

The plain language of RCW 59.20.060(2)(c)(i) and (ii) thus identify prohibited provisions within a written rental agreement related to the frequency of rent increases, categorized by the length of the tenant's term of tenancy. These provisions do not conflict in any way with the rent increase limitations set forth in the plain language of RCW 59.20.090(2).

When interpreting a statute, courts read its provisions together, not in isolation. *E.g.*, *Holiday Resort*, 134 Wn.App at 225 (reading three separate provisions of the MHLTA to conclude that the Act requires any waiver of a tenant's right to a one-year rental agreement to be in writing separate from the agreement). Former RCW 59.20.060(2)(c)(ii) prohibits rental agreement provisions that would allow a landlord to increase a tenant's rent "more frequently than annually if the term is for one year or more." However, RCW 59.20.060(2)(c)(ii) does not govern *when* a landlord may increase the rent of a tenant on a year-to-year rental agreement. The "when" is set forth in RCW 59.20.090(2) and it provides that rent can be increased only "upon the *expiration of the term* of the rental agreement" and only if the landlord notifies the tenant "in writing three months *prior to the effective date* of any increase in rent." (Emphasis added).

Reading RCW 59.20.060(2)(c) as a whole as prohibiting a rental agreement from including a provision allowing a landlord to increase the

rent of a tenant on a rental agreement of less than one year “during the term of the rental agreement” makes sense, because for those tenants with rental agreements of more than one year, the rental agreement may provide for specific increases, as long as those increases do not occur more frequently than annually. RCW 59.20.060(2)(c)(ii). For these longer term rental agreements, this does not mean, however, that RCW 59.20.060(2)(c) allows a landlord to increase a tenant’s rent prior to the expiration of the term if the rental agreement fails to include the required rent increase provision. Similarly, RCW 59.20.060(2)(c) does not permit rent increases prior to the expiration of the term for those mobile home owners on year-to-year agreements. Rather, RCW 59.20.060(2)(c) *protects tenants* by regulating the frequency with which rent increases may occur, but is silent concerning when increases may take effect. That issue is governed by RCW 59.20.090(2).

However, to the extent this Court believes a conflict exists, statutes must be read “together to achieve a harmonious total statutory scheme . . . which maintains the integrity of the respective statutes.” *Allen*, 6 Wn. App. 2d at 382-383. And, when “resolving conflict between two statutes [the court] must look at the statutory context as a whole to give effect to the intent underlying the legislation.” *Id.* at 383. As explained above, the legislative intent of the MHLTA is to protect vulnerable mobile home

tenants and provide stable, long-term tenancies. TST's interpretation of RCW 59.20.060(2)(c) and 59.20.090(2) does not achieve this goal. In fact, one result of TST's illegal conduct, based on its flawed interpretation of the MHLTA, provides a prime example of what the legislature wanted to avoid: Ms. Simoni being forced from her home because she could no longer afford the unlawful rent increases and threats of eviction. AR 495.

D. TST Violated the MHLTA By Increasing the Tenants' Rent Prior to the Expiration of the Term of the Rental Agreements

1. Implied Rental Agreements Were Created Between TST and the Tenants On or Around the Date TST Acquired Oaks Mobile

Purchasers of a mobile home park are subject to the rental agreement between the tenant and prior landlord/owner. *Western Plaza*, 184 Wn.2d at 705-706 (rental agreement tenant entered into with prior owner enforceable against current owner). An implied rental agreement is created in the absence of a written agreement with unwritten terms deemed to be for one year that automatically renew for the same term. *Gillette v. Zakarison*, 68 Wn. App. 838, 842, 846 P.2d 574 (1993).

At the time TST purchased Oaks Mobile, none of the Tenants possessed a written rental agreement with the prior owner. AR 551 (FOF 4.10, 4.11). Other than a monthly rent of \$320, AR 551 (FOF 4.10), the record does not contain any evidence of the terms of any rental agreement

between the Tenants and prior owner of Oaks Mobile. TST agrees implied agreements existed between the Tenants and the prior owner of Oaks Mobile, but other than the monthly rent, does not identify evidence establishing any operative terms of such agreements. App. Op. Br. at 8, 10. Importantly, TST cannot identify the expiration of the term of the Tenants' implied rental agreements with the prior owner that is required to establish proper rent increase notice under RCW 59.20.090(2). Indeed, TST argues identification of the expiration of the term of the Tenants' implied rental agreements it is not required to provide proper notice under the MHLTA. App. Op. Br. at 14-15.

The only identifiable term of the Tenants' implied rental agreements with the prior owner that TST could assume was the monthly rent. Absent evidence of any other terms of a pre-existing rental agreement, TST's acceptance of the Tenants' rent, created a new rental agreement, with a default one-year term that automatically renews year-to-year, commencing on or about June 1, 2016 when TST purchased Oaks Mobile. *Cf. Allen*, 6 Wn. App. at 370 (rental agreements under the MHLTA can be created through the landlord's acceptance of rent from the tenant, even if the landlord does not provide the tenant a written rental agreement).

The ALJ's conclusion of law, that implied rental agreements were created when TST took possession of Oaks Mobile, is not erroneous. *See*

AR 558 (COL 5.31). Although the Notice of Violation issued by the Program did not include a finding that implied rental agreements existed, the ALJ is not precluded from affirming the Notice on that basis. *See* RCW 59.30.040(10)(b) (the ALJ shall decide whether the evidence supports the attorney general's finding by a preponderance of the evidence). And, in affirming the Notice of Violation, the ALJ did not impose a different remedy than that ordered by the Program. *Narrows Real Estate*, 199 Wn. App at 864 (ALJ acts beyond statutory authority when it imposes a remedy different from that found by the Program in a Notice of Violation).

2. TST Violated the MHLTA Regarding the Tenants With Implied Rental Agreements

Implied rental agreements are deemed to be for a one-year duration, and automatically renew for successive one-year terms. *Western Plaza*, 184 Wn.2d at 713. At the time the implied rental agreements were created between TST and the Tenants, the Tenants were paying \$320 per month in rent, which TST accepted starting on or about June 1, 2016. AR 164; AR 551 (FOF 4.10).

Ms. Gosney, Ms. Stickley and Ms. Simoni did not enter into the written 2016 Rental Agreements with TST, thus these tenants had implied one-year rental agreements with TST commencing on or about June 1, 2016. AR 552, (FOF 4.15, 4.17, 4.18). Through these implied rental agreements,

TST established that the expiration of the yearly term of the rental agreement was approximately May 31, 2017, and on this date each year thereafter. Thus, the rent increase notices that TST issued to these three tenants that increased their rent on December 1, 2016 and December 1, 2017, respectively, violate RCW 59.20.090(2) because TST did not seek to increase rent upon expiration of the term of the rental agreement, May 31.

3. TST Violated the MHLTA Regarding the Tenant With a Written Rental Agreement

Mr. Lane and TST entered into the 2016 Rental Agreement for a monthly rent of \$320, commencing July 1, 2016. AR 193-195; AR 552 (FOF 4.16). Thus, the expiration of Mr. Lane's 2016 Rental Agreement was June 30, 2017.

Under the MHLTA, TST was permitted to increase Mr. Lane's rent only upon expiration of the term of his rental agreement, June 30, 2017, and on June 30 each year thereafter. RCW 59.20.090(2). Moreover, TST was required to provide three months' notice of any such increase. For example, if TST wanted to increase Mr. Lane's rent for the rental term from July 1, 2017 through June 30, 2018, it was required to provide written notice no later than April 1, 2017. The rent increase notices issued to Mr. Lane that increased his rent effective December 1, 2016, and January 1, 2018, were

unlawful under the MHLTA because TST did not seek to increase his rent upon expiration of the term of this rental agreement.

Nor can TST justify the validity of its rent increase notices by pointing to language in Mr. Lane's rental agreement, which stated, "monthly rent shall be increased only by prior written notice of three months or more preceding the beginning of any month or period of tenancy." AR 193 (Section 2), App. Op. Br. at 8-9, 23-24. This provision purports to waive Mr. Lane's rights under RCW 59.20.090(2) that prohibits TST from increasing rent prior to the expiration of the term of Mr. Lane's rental agreement, and is thus unenforceable. RCW 59.20.060(2)(d) (rental agreement may not contain any provision "[b]y which the tenant agrees to waive or forgo rights or remedies under" the MHLTA).

4. The 2018 Rental Agreements Increased the Tenants' Rent Prior to the Expiration of the Term of their Implied and Written Agreements

In December 2017, the Tenants signed one-year rental agreements commencing January 1, 2018 through December 31, 2018 that increased their monthly rent from \$320 to \$550 per month. AR 228-234, 237-243, 246-252; 254-261; AR 553 (FOF 4.31-4.34). To the extent TST seeks to justify its rent increases based on these 2018 Rental Agreements, that argument also fails. *See*, Br. at 9-10.

These rent increases did not occur upon expiration of the term of the Tenants' implied and written rental agreements, May 31 and June 30, respectively. Rather, the 2018 Rental Agreements increased the Tenants' monthly rent, effective January 1, 2018, prior to the expiration of the term of the Tenants' rental agreements. Again, the MHLTA prohibits any rental agreement from containing any provision "by which the tenant agrees to waive or forego rights or remedies" under the MHLTA. RCW 59.20.060(2)(d). Thus, TST violated RCW 59.20.090(2) by seeking to increase the Tenants' rent through the 2018 Rental Agreements.

5. TST Cannot Comply with RCW 59.20.090(2) Through Defective Rent Increase Notices

As shown above, TST's rent increase notices are defective because they do not comply with RCW 59.20.090(2). Nonetheless, TST argues that it should still be able to increase the Tenants' rent through these defective notices, arguing the notices would go into effect at the commencement of the subsequent rental term. App. Op. Br. at 26.

In support of its position, TST cites to an inapposite case analyzing rent increases specific to month-to-month subsidized housing leases under the Residential Landlord Tenant Act (RLTA), RCW 59.18. App. Op. Br. at 26 (citing *Housing Resource Group v. Price*, 92 Wn. App. 394, 958 P.2d 327 (1998)). This Court should not rely upon RLTA case law in determining

whether TST complied with the MHLTA, because the RLTA and MHLTA are “dissimilar in their provision of remedies, their purposes, and their scopes.” *Ethridge v. Hwang*, 105 Wn. App. 447, 457, 20 P.3d 958 (2001). As the Supreme Court states in *Western Plaza*: “The legislature specifically enacted the MHLTA separately from the [RLTA] because [the RLTA] did not address the need, unique to mobile home owners, for stable, long-term tenancy.” *Western Plaza*, 184 Wn. 2d at 714-718; *see also Ethridge*, 105 Wn. App. at 457 (noting that the “Legislature, in enacting the MHLTA to govern the unique case of mobile home tenancies, implicitly rejected the idea that the MHLTA and RLTA are substantially similar.”).

Thus, the rent increase notices with effective dates of December 1, 2016, December 1, 2017 and January 1, 2018, may not be used to prospectively increase the Tenants’ rent on a different, unidentified date in the future. The MHLTA requires TST to follow the specific procedure set forth in RCW 59.20.090(2); it cannot argue that an unlawfully issued rent increase notice can be used to justify a future increase when it failed to put the Tenants’ on notice of when the increase would actually occur.

E. The ALJ Did Not Err in Finding Irrelevant Language of RCW 59.20.060(2)(c) Beyond the Scope of the Final Order

TST misinterprets the Final Order as “concluding that restrictions on rent increase frequency found in RCW 59.20.060(2)(3) [sic] were

beyond the scope of the matter involving RCW 59.20.090.” App. Op. Br. at 7 (Assignment of Error #1). Rather, the ALJ only noted that the escalation clause section of RCW 59.20.060(2)(c) was beyond the scope of the order, as referenced in Conclusion of Law 5.43:

While a party, such as a landlord, can adjust the rent amount during the term, for property taxes and/or utility assessments or charges, such increases must be articulated in the rental agreement and approved by both the landlord and tenant, at the time the contract is signed by both parties. However, such a discussion, pertaining to RCW 59.20.060(2)(c), is beyond the scope of the present matter.

AR 560.

Because TST’s rent increases at issue are not based on any escalation clause, such discussion is properly “beyond the scope of the present matter.” AR 560 (COL 5.43). The ALJ did not conclude RCW 59.20.060(2)(c), as a whole, was beyond the scope of the Final Order.

F. TST is Not Entitled to Fees Under the EAJA

Under Washington’s EAJA, codified at RCW 4.84.340, a statutory award goes to a qualified party that prevails in judicial review in superior court or appellate court. RCW 4.84.350(1); *Cobra Roofing Serv., Inc. v. Dep’t of Labor & Indus.*, 122 Wn. App. 402, 97 P.3d 17 (2004), *aff’d on other grounds sub nom. Cobra Roofing Servs., Inc. v. State Dep’t of Labor & Indus.*, 157 Wn.2d 90, 135 P.3d 913 (2006).

TST is not entitled attorney's fees under the EAJA because it fails to provide argument for any such fees. *Edelman v. State ex rel. Pub. Disclosure Comm'n*, 152 Wn.2d 584, 592, 99 P.3d 386, 389 (2004) (denying request for fees under RCW 4.84.350 because no basis provided for request). Even assuming arguendo that TST is entitled to attorney's fees under EAJA, such an award will not be granted if an agency's "actions were substantially justified or that circumstances would make that award unjust. The term 'substantial justification' requires the State to show that its position has a reasonable basis in law and fact." *Constr. Indus. Training Council v. Washington State Apprenticeship & Training Council of Dep't of Labor & Indus.*, 96 Wn. App. 59, 68, 977 P.2d 655 (1999). "Substantially justified" means justified to a degree that would satisfy a reasonable person. *Silverstreak, Inc. v. Washington State Dep't of Labor & Indus.*, 159 Wn.2d 868, 892, 154 P.3d 891 (2007). It need not be correct, only reasonable. *Raven v. Dep't of Soc. & Health Servs.*, 177 Wn.2d 804, 832, 306 P.3d 920, 933-34 (2013), citing *Pierce v. Underwood*, 487 U.S. 552, 566 n.2, 108 S. Ct. 2541, 101 L. Ed. 2d 490 (1988).

The Program's position in this case meets that standard: the Notice of Violation was based on a finding that the plain language of RCW 59.20.090(2) prohibits rent increases in the manner sought by TST. The Program's position was reasonable, as shown by the ALJ's entry of a Final

Order affirming the Notice of Violation and finding that TST violated the MHLTA. For these reasons, an award under EAJA is unwarranted.

VI. CONCLUSION

The ALJ did not err in finding TST violated the MHLTA based on the plain language of RCW 59.20.090(2), which limits when a landlord may increase a mobile home tenant's rent. Substantial evidence in the record supports the ALJ's findings. Accordingly, this Court should affirm the Final Order.

RESPECTFULLY SUBMITTED this 12th day of December, 2019.

ROBERT W. FERGUSON
Attorney General

s/ Shidon B. Aflatooni
SHIDON B. AFLATOONI, WSBA #52135
Assistant Attorney General
Attorneys for Respondent
State of Washington

CERTIFICATE OF SERVICE

I certify that I served a copy of the foregoing on the following parties
via the following methods:

Mark G. Passannante Robert S. Phed Attorneys for Petitioner Broer & Passannante 1050 SW 6th Avenue, Suite 1220 Portland, OR 97204 markpassannante@msn.com markpassannante@gmail.com bandpassistant@gmail.com robert.phed@gmail.com	<input type="checkbox"/> Legal Messenger <input type="checkbox"/> First-Class Mail, Postage Prepaid <input type="checkbox"/> Certified Mail <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> Email <input checked="" type="checkbox"/> COA E-Filing Portal
---	--

I certify, under penalty of perjury under the laws of the State of
Washington, that the foregoing is true and correct.

DATED this 12th day of December, 2019, at Seattle, Washington.

s/ Kristina Winfield
KRISTINA WINFIELD
Legal Assistant

CONSUMER PROTECTION DIVISION AGO

December 12, 2019 - 3:37 PM

Transmittal Information

Filed with Court: Court of Appeals Division II
Appellate Court Case Number: 53352-9
Appellate Court Case Title: TST, Oaks Mobile & RV Court, Petitioner v Manufactured Housing Unit,
Respondent
Superior Court Case Number: 19-2-00793-5

The following documents have been uploaded:

- 533529_Briefs_20191212144156D2080541_9892.pdf
This File Contains:
Briefs - Respondents
The Original File Name was 2019_12_12StateResponseBrief.pdf

A copy of the uploaded files will be sent to:

- markgpassannante@gmail.com
- robert.phed@gmail.com
- robert.phed@yahoo.com

Comments:

Sender Name: Kristina Winfield - Email: kristina.winfield@atg.wa.gov

Filing on Behalf of: Shidon Burton Aflatooni - Email: Shidon.Aflatooni@atg.wa.gov (Alternate Email: cpreader@atg.wa.gov)

Address:
800 Fifth Ave
Suite 2000
Seattle, WA, 98133
Phone: (206) 464-7745

Note: The Filing Id is 20191212144156D2080541