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SUPREME COURT
OF THE STATE OF WASHINGTON

WESTERN PLAZA,

Appellant,

v.

NORMA TISON,

Respondent.

SUPPLEMENTAL BRIEF OF RESPONDENT

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 ORIGINAL

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I. INTRODUCTION

This Court has asked the parties to brief the following question:

Does the general real estate statute of frauds contained in RCW 64.04.010 apply to leases governed by the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA), ch. 59.20 RCW, or does the MHLTA contain its own specific statute of frauds in RCW 59.20.060(1) that precludes application of RCW 64.04.010?

As explained below, the short answer to the question is that the MHLTA applies to the unique circumstances of a mobile home park tenancy and precludes application of RCW 64.04.010.

II. SUMMARY OF ARGUMENT

The MHLTA on its own is a comprehensive set of protections specific to the circumstances of a mobile home park and has the distinguishing element of promoting long-term tenancy, and regulating and determining legal rights, remedies and obligations arising from any rental of a mobile home park lot. RCW 59.20.040. The MHLTA sets forth all the requirements of a valid rental agreement, including the requirement that there be a written rental agreement and that the written rental agreement be signed by both parties. RCW 59.20.060(1). There is no added requirement of any acknowledgment. The requirements of the MHLTA are inconsistent

with the provisions of the real estate statute of frauds (RCW 64.04.010 and .020), which requires that the signature of *the party bound* be acknowledged. To resolve this inconsistency, principles of statutory construction compel the conclusion that (a) the more recent and specific MHLTA control over the earlier and more general real estate statute of frauds, and (b) the statute of frauds be strictly construed, whereas the remedial MHLTA should receive a more liberal construction to accomplish its purposes.

Moreover, if the real estate statute of frauds were applied to mobile home park tenancies, a number of anomalous results would occur which the Legislature could not have intended.

Accordingly, this Court should determine that the provisions of the MHLTA apply to determine the validity of a mobile home park rental agreement, and not the conflicting provisions of RCW 64.04.010 and .020.

III. LEGAL ARGUMENT

A. The MHLTA Supplants the Real Estate Statute of Frauds with Respect to Mobile Home Park Tenancies.

1. The MHLTA Expressly Regulates and Determines Legal Rights, Remedies and Obligations Arising from Any Mobile Home Lot Rental Agreement.

The MHLTA regulates and determines legal rights, remedies and obligations arising from any rental of a lot in a mobile home park. RCW 59.20.040. That statute provides in relevant part:

This chapter [RCW 59.20] *shall regulate and determine legal rights, remedies, and obligations arising from any rental agreement* between a landlord and a tenant regarding a mobile home lot and including specified amenities within the mobile home park, . . . where the tenant has no ownership interest in the property or in the association which owns the property, whose uses are referred to as a part of the rent structure paid by the tenant. * * *

RCW 59.20.040 [italics added]. The quoted language, that the MHLTA shall *regulate and determine legal rights, remedies and obligations arising from any rental agreement* leaves no room for the application of the real estate statute of frauds, as otherwise that statute would determine legal rights, remedies and obligations arising out of the rental agreement. Thus the Legislature, in enacting RCW 59.20.040, expressed the intent to have the MHLTA govern the formal requirements of a valid mobile home lot rental agreement.

2. The MHLTA Requires Written Rental Agreements; Construes Oral Rental Agreements to Have a Minimum One Year Term; And Requires All Rental Agreements, Whether Written Or Oral, To Automatically Renew In Support Of Long-Term Tenancies.

Mobile home park landlords must offer to prospective tenants

written rental agreements for a term of one year or more. RCW 59.20.050(1). “No landlord shall allow a mobile home . . . to be moved into a mobile home park . . . until a written rental agreement has been signed by and is in the possession of the parties . . .” RCW 59.20.050(1). If the landlord allows a tenant to move into the park without obtaining a written rental agreement for a term of one year or more, the term of the tenancy shall be deemed to be for one year. RCW 59.20.050(1). Both the written rental agreement and any “deemed” one-year tenancy are automatically renewed for the term of the original rental agreement. RCW 59.20.090(1).

The MHLTA, however, contemplates that an oral agreement could govern a mobile home park tenancy. RCW 59.20.050(3) provides that the “provisions of [RCW 59.20.050] shall apply to any tenancy upon expiration of the term of any *oral* or written rental agreement governing such tenancy [italics added].” Thus upon expiration of any oral rental agreement, the provisions of RCW 59.20.050 apply to allow the tenant a one-year term, which one-year term automatically renews under the provisions of RCW 59.20.090(1).

These provisions assure that a mobile home park tenancy—even one based on an oral agreement—will continue on a long-term

basis and avoid the tenant's expense of having to move her mobile home off the lot due to the earlier-than-anticipated expiration of the rental agreement. By contrast, the real estate statute of frauds eschews long-term oral agreements.¹

3. The MHLTA Sets Forth All of the Formal Requirements of a Valid Rental Agreement.

The MHLTA requires that rental agreements (1) be in writing,² (2) be signed by both parties,³ (3) be in the possession of both parties,⁴ (4) contain a "written description. . . 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[,]"⁵ (5) contain twelve other required provisions (e.g., terms for the payment of rent and any additional charges to be paid by the tenant, the rules and regulations of the park, etc.),⁶ and (6) not contain certain provisions (e.g., increasing rent more frequently than

¹ Leases of a year or less are exempt from the real estate statute of frauds. RCW 59.04.010.

² RCW 59.20.050; RCW 59.20.060(1). But if there is an oral rental agreement, upon its expiration the tenant has a tenancy of at least a year, which tenancy automatically renews. RCW 59.20.050(3); RCW 59.20.090(1).

³ RCW 59.20.060(1).

⁴ RCW 59.20.050(1) (requiring the written rental agreement to be "signed by and [. . .] in the possession of the parties . . .").

⁵ RCW 59.20.060(1)(j).

⁶ RCW 59.20.060(1)(a) through (1)(m).

annually if the term is for one year or more, charging an “exit fee,” etc.).⁷

The MHLTA sets forth the first two requirements of a rental agreement as follows:

Any mobile home space tenancy, regardless of the term, shall be based upon *a written rental agreement, signed by the parties*, which shall contain [requirements (a) through (m)].

RCW 59.20.060(1) [italics added]. This portion of the statute on its face includes no requirement of any acknowledgment of the signature of “the party bound thereby,” as in the real estate statute of frauds. RCW 64.04.020. It would have been very easy for the Legislature to have included such a requirement in the MHLTA, if it had so intended, by inserting language providing, for example, “*a written rental agreement, signed by the parties and acknowledged before a notary, which shall contain...*” The fact that the Legislature did not insert such language in RCW 59.20.060(1) significantly bolsters the conclusion that the Legislature did not intend to require mobile home park rental agreements to contain acknowledged signatures. Courts do not read into the MHLTA language which is not there. *Hartson Partnership v. Goodwin*, 99 Wn. App. 227, 236,

⁷ RCW 59.20.060(2)(a) through (2)(g).

991 P.2d 1211 (2000).

By contrast, the real estate statute of frauds ostensibly provides certain protection against fraud by requiring transactions within its scope to (1) be in writing, (2) be signed “by the party bound thereby,” (3) have the bound party’s signature acknowledged, and (4) provide the legal description of the property.⁸ RCW 64.04.010 and .020. The only requirement in RCW 64.04.010 and .020 not in the MHLTA is the requirement of an acknowledgment of the signature of the landlord on the rental agreement (the “party bound thereby”). It is implausible that the Legislature, in setting forth the numerous and detailed requirements of the mobile home park rental agreement in RCW 59.20.060(1) and the MHLTA, would have omitted the requirement of the landlord’s acknowledged signature, particularly when the requirement would be of doubtful benefit in the context of a mobile home park.

⁸ Courts have added the requirement that every contract or agreement involving a sale or conveyance of platted real property “must contain, in addition to the other requirements of the statute of frauds, the description of such property by the correct lot number(s), block number, addition, city, county, and state.” *Key Design, Inc. v. Moser*, 138 Wn.2d 875, 882, 983 P.2d 653, 993 P.2d 900 (1999), quoting *Martin v. Seigel*, 35 Wn.2d 223, 229, 212 P.2d 107 (1949). The description requirement applies to leases. *Losh Family, LLC v. Kertsman*, 155 Wn. App. 458, 464-65, 228 P.3d 793 (2010); *Knight v. American National Bank*, 52 Wn. App. 1, 5, 756 P.2d 757 (1988).

This is so because mobile home park landlords rent mobile home lots to tenants owning homes on the lots and sign rental agreements in the ordinary course of business. Further solemnization of the signing by requiring the acknowledgment of the landlord's signature seems superfluous in this context. The opportunity for a tenant to successfully forge the signature of the park landlord or landlord's agent also appears limited.

Of course, if the forging of the landlord's signature were perceived to be a problem, nothing would prevent a landlord from adding a jurat to the pre-printed rental agreement for the notarial acknowledgment of both the tenant's signature and the landlord's signature. Landlords typically do not leave room for any such acknowledgment on the standard rental agreement forms provided by the Manufactured Housing Communities of Washington.

In addition, the statutory scheme of the MHLTA as a whole also suggests that the Legislature was not concerned that mobile home park tenancies needed the acknowledged signature of the party "to be bound thereby." A significant purpose of an acknowledgment is to qualify the instrument to be recorded. *Smalley v. Juneau Clinic Building Corp.*, 493 P.2d 1296, 1301 (Alaska 1972). RCW 65.08.060, which is part of the recording statute, defines "real property" for

purposes of that statute as including a leasehold for a term exceeding two years, which must be acknowledged to be filed for recording. RCW 65.08.070.

However, mobile home park rental agreements are typically not recorded and would have no need to be recorded. When a tenant sells her mobile home, the assignment of her lease has to be approved by the landlord. RCW 59.20.073; *Country Manor MHC, LLC v. Doe*, 176 Wn. App. 601, 608-09, 308 P.3d 818 (2013). The landlord therefore knows who the assignee is. If the landlord sells the park, as happened in this case, the grantee of the landlord's reversion takes subject to the tenant's possessory rights as contained in the rental agreement. *Roderick v. Swanson*, 6 Wash. 222, 225, 33 Pac. 349 (1893). Recordation of a rental agreement therefore adds no further protection to the parties involved in the transaction.

Mobile home park landlords would certainly not be eager to have title to the park encumbered with numerous recorded rental agreements, which would make refinancing of the park or obtaining loans secured by the park more difficult.⁹

⁹ Many institutional lenders desire to be in first position, or perhaps in second position if they have also made a loan that is in first position. They could not be in first position if rental agreements were already recorded ahead of them.

Given the comprehensiveness of the MHLTA in addressing the specific circumstances of mobile home park tenancies, and given the lack of any benefit that would result from applying the real estate statute of frauds, this Court should find that the Legislature meant for the MHLTA to stand on its own per RCW 59.20.040 in establishing the requirements of a valid rental agreement.¹⁰

4. The MHLTA is a Comprehensive Statutory Framework to Protect Tenants.

In addition to setting forth the requirements of a valid rental agreement, the MHLTA provides additional protection for the park tenants: a landlord may terminate or fail to renew a tenant's tenancy only for cause, of which thirteen are specified in the statute. RCW 59.20.080(1)(a) through (m). The park landlord is also prohibited from eight actions, e.g., denying any tenant the right to sell the tenant's mobile home, restricting the tenant's freedom of choice in purchasing goods or services, etc. RCW 59.20.070. He also has ten statutory duties specified in the MHLTA. RCW 59.20.130.

¹⁰ It should be noted that the RLTA has no provision comparable to RCW 59.20.040. As noted by the Washington Court of Appeals, the RLTA and MHLTA are "dissimilar in their provision of remedies, their purposes, and their scopes. 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." *Ethridge v. Hwang*, 105 Wn. App. 455, 457, 20 P.3d 958 (2001).

Other tenant protections in the MHLTA include RCW 59.20.045 (park rules must be reasonable); RCW 59.20.073 (tenant's rental agreement is assignable); and others set forth in Appendix A.

These comprehensive provisions underscore the Legislature's intent to protect mobile home park tenants.

5. Recognized Principles of Statutory Construction Support the Application of the MHLTA to Mobile Home Tenancies Instead of the Real Estate Statute of Frauds.

In construing statutes courts seek to give effect to legislative intent. Accordingly, "[t]o resolve apparent conflicts between statutes, courts generally give preference to the more specific and more recently enacted statute." *Tunstall v. Bergeson*, 141 Wn.2d 201, 211, 5 P.3d 691 (2000); *Wark v. Washington Nat. Guard*, 87 Wn.2d 864, 867, 557 P.2d 844 (1976); *Guardianship of Atkins*, 57 Wn. App. 771, 776-77, 790 P.2d 210 (1990). To determine this intent, the court may look to the statute's context, related provisions, and the statutory scheme as a whole." *In re Dependency of M.S.*, 156 Wn. App. 907, 913, 236 P.3d 214 (2010).

This Court has held that a lease of real property is an

encumbrance within the meaning of RCW 64.04.010.¹¹ *Haggen v. Burns*, 48 Wn.2d 611, 613, 295 P.2d 725 (1956). A lease may be oral or implied by the tenant's taking possession with the landlord's permission for a determinate period of time. RCW 59.04.020; *Hughes v. Chehalis School Dist. No. 302*, 61 Wn.2d 222, 224, 377 P.2d 642 (1963). Moreover, a lease for a term not more than a year does not have to be in writing and does not have to be acknowledged, and therefore does not come within the scope of RCW 64.04.010 and .020. RCW 59.04.010;¹² *Richards v. Redelsheimer*, 36 Wash. 325, 330-31, 78 Pac. 934 (1904).

In *Redelsheimer*, the court discussed § 4517 and § 4568 of Ballinger's Ann. Codes. Section 4517 provided that “[a]ll conveyances of real estate, or of any interest therein, and all contracts evidencing any incumbrance upon real estate shall be by deed.” *Redelsheimer*

¹¹ The real estate statute of frauds provides that “[e]very conveyance of real estate. . . and every contract creating or evidencing any encumbrance upon real estate, shall be by deed.” RCW 64.04.010. “Every deed shall be in writing, signed by the party bound thereby, and acknowledged by the party” before a notary. RCW 64.04.020.

¹² “Tenancies from year to year are hereby abolished except when the same are created by express written contract. Leases may be in writing or print, or partly in writing and partly in print, and shall be legal and valid for any term or period not exceeding one year, *without acknowledgment*, witnesses or seals.” RCW 59.04.010 [*italics added*].

at 329. Sec. 4517 is thus essentially equivalent to RCW 64.04.010.

Section 4568 is identical to the current RCW 59.04.010. *Id.* at 329-330. Sections 4517 and 4568 were referred to as “special statutes.” *Redelsheimer* at 330. The Court in *Redelsheimer* also noted that § 4576, the predecessor to RCW 19.36.010, is “a general statute applying to all contracts not otherwise specially provided for” and “has no application to leases of real property.”¹³ *Redelsheimer* at 330-31. Thus an ultimate holding in *Redelsheimer* was that the more specific § 4568 (predecessor to RCW 59.04.010) modifies the more general § 4517 (predecessor to RCW 64.04.010). This Court should also so interpret the MHLTA. This is in line with the general principle of statutory construction that more specific and later statutes are given effect over inconsistent general and earlier statutes.

The MHLTA and RCW 59.20.060(1) are more specific in

¹³ RCW 19.36.010 provides in relevant part that “[i]n the following cases, specified in this section, any agreement, contract, and promise shall be void, unless such agreement, contract, or promise, or some note or memorandum thereof, be in writing, and signed by the party to be charged therewith . . . : (1) Every agreement that by its terms is not to be performed in one year from the making thereof . . .” This Court has stated that RCW 19.36.010 supplants the English statute of frauds. *Greaves v. Medical Imaging Systems, Inc.*, 124 Wn.2d 389, 395, 879 P.2d 276 (1994) (oral employment contract).

dealing with the validity of any rental agreement in a mobile home park, rather than the more general provisions of RCW 64.04.010 and .020, dealing with all *conveyances* of an interest in real property and contracts involving non-specific *encumbrances*. In other words, the MHLTA provisions deal with a narrower class of encumbrance than RCW 64.04.010 and .020. And since the MHLTA was enacted more than 150 years after the first version of RCW 64.04.010, the MHLTA is certainly more recent. Thus the more specific provision of the MLTA should control over the more general provisions of the real estate statute of frauds. *Tunstall*, 141 Wn.2d at 211; *Wark*, 87 Wn.2d at 867.

In addition, this Court has held that since the purpose of the real estate statute of frauds is “to prevent fraud or avoidance of otherwise enforceable agreements,” its application must be narrowly construed. *Firth v. Lu*, 146 Wn.2d 608, 614, 49 P.3d 117 (2002).¹⁴ The MHLTA, on the other hand, is given a more liberal construction to accomplish its remedial purposes. See, *Hartson Partnership*, 99 Wn. App. at 231 (unlawful detainer statutes strictly construed in

¹⁴ More specifically, its purpose is to prevent fraud “arising from uncertainty inherent in oral contractual undertakings.” *Miller v. McCamish*, 78 Wn.2d 821, 829, 479 P.2d 919 (1971).

favor of the tenant); *McGahuey v. Hwang*, 104 Wn. App. 176, 182, 15 P.3d 672 (2001) (“one significant purpose of the MHLTA is to give heightened protection to mobile home tenants”). Another purpose of the MHLTA is to “promote long term and stable mobile home lot tenancies.” *Holiday Resort Community Association v. Echo Lake Associates, LLC*, 134 Wn. App. 210, 224, 135 P.3d 499 (2006), *review denied*, 160 Wn.2d 1019 (2007).¹⁵

Well-known principles of statutory construction thus militate in favor of the conclusion that the Legislature did not intend for the real estate statute of frauds to apply in the unique and specialized circumstances of a mobile home park rental agreement.

B. Application of RCW 64.04.010 and .020 to Mobile Home Park Rental Agreements Would Lead to Several Anomalous Results.

Courts avoid a statutory construction that results in "unlikely, absurd, or strained consequences," because courts presume that the Legislature did not intend an absurd result. *State v. J.P.*, 149 Wn.2d 444, 450, 69 P.3d 318 (2003); *State Department of Licensing v.*

¹⁵ Mobile home tenancies are typically long term in nature, because mobile homes are not readily movable. *Manufactured Housing Communities of Washington v. State*, 142 Wn.2d 347, 392-93, 13 P.3d 183 (2000) (Talmadge, J, dissenting). See also, *Palm Beach Mobile Homes, Inc. v. Strong*, 300 So.2d 881, 886 (Fla. 1974).

Cannon, 147 Wn.2d 41, 57, 50 P.3d 627 (2002). If the Legislature intended RCW 64.04.010 and .020 to apply to MHLTA tenancies, several anomalous results would follow.

First, because of the structure of the MHLTA and its evident purpose to promote and protect long-term tenancies—even oral ones—the application of the real estate statute of frauds in the mobile home park context would have a perverse effect. Under this Court’s previous analysis of statute of frauds cases, a long-term rental agreement with an unacknowledged signature and subject to the application of the real estate statute of frauds would become an oral rental agreement from month-to-month, or period-to-period. *Omak Realty Investment Co. v. Dewey*, 129 Wn.2d 385, 388, 225 P. 236 (1924); *Gabrick v. Franz*, 13 Wn.2d 427, 430, 125 P.2d 295 (1942) (“An unacknowledged lease of real estate for a period longer than one year only creates a tenancy of month to month or in some instances from period to period.”). Such an oral rental agreement could then be terminated on relatively short notice, but not if the rental agreement is governed by the MHLTA. Under the provisions of the MHLTA oral rental agreements are automatically renewed, upon termination of the oral agreement, for the same period. RCW 59.20.050(3); RCW 59.20.090(1). Thus application of the real

estate statute of frauds to a mobile home park rental agreement leads to the perverse effect of converting an unacknowledged written rental agreement for a term more than a year and signed by both parties into an automatically renewing oral agreement with unclear contractual terms. This result was not plausibly contemplated by the Legislature in enacting the MHLTA.

Second, the requirement of an acknowledgment in the mobile home park rental agreement would add nothing to the enforceability of the rental agreement. It is well established that an unacknowledged deed is enforceable as between the grantor and grantee. *Ockfen v. Ockfen*, 35 Wn.2d 439, 441, 213 P.2d 614 (1950) (despite defective acknowledgment, quitclaim deed held enforceable as against the grantor and those claiming under him with notice); see also *Skagit State Bank v. Rasmussen*, 109 Wn.2d 377, 389, 745 P.2d 37 (1987) (false acknowledgment by notary did not prevent bank from enforcing the mortgage lien); *Davidson v. National Can Co.*, 150 Wash. 370, 376, 273 P. 185 (1928) (lack of notarial seal on a notice of a construction lien at the time it was recorded "cannot be urged to defeat the lien by anyone other than a subsequent innocent purchaser who relies on the record."). Thus, if RCW 64.04.010 applied, an unacknowledged rental agreement between the park and

a tenant would still be enforceable as between them. A park owner clearly has notice that mobile home lots in his park are being occupied by tenants who are required to have written rental agreements under the MHLTA. Thus an acknowledgment really adds nothing with respect to the enforceability of the rental agreement in the mobile home park context.

Third, the application of the real estate statute of frauds in the mobile home park context would encourage the landlord to not bargain in good faith or otherwise use the rental agreement as a means to defraud the tenants. A lease required to be by deed must be signed “by the party bound thereby” and acknowledged. RCW 64.04.020. In the present case, that party would be the landlord, as the tenant is attempting to make the landlord comply with what the landlord promised to do in the written rental agreement. However, a lease under RCW 64.04.010 need not be signed or acknowledged by the tenant if she accepts it and acts under its terms. *McKennon v. Anderson*, 49 Wn.2d 55, 59, 298 P.2d 492 (1956); *Diversified Realty, Inc. v. McElroy*, 41 Wn. App. 171, 174, 703 P.2d 323 (1985) (“A lease for a term of years need only be acknowledged by the lessor”); *Central Building Co. v. Keystone Shares Corp.*, 185 Wash. 645, 651, 56 P.2d 697 (1936) (lease need not be acknowledged by

lessee); *Goddard v. Morgan*, 193 Wash. 83, 87, 74 P.2d 894 (1937) (same). A landlord could always avoid complying with the terms of the written rental agreement by simply not having his own signature acknowledged. He could then enforce the rental agreement against a tenant, since she took possession of the mobile home lot and paid rent, but she could not enforce the rental agreement against the landlord, because his signature was not acknowledged. Such an outcome would certainly promote unfairness and fraud and likely violate what the Legislature contemplated in enacting the MHLTA.

Fourth, the doctrine of part performance would invariably apply in the mobile home park context to take any unacknowledged rental agreement out of the statute of frauds, as the tenant would have exclusive possession of the lot, she would be paying monthly rent, and the purchase of her home from the vendor would establish the "making of permanent, substantial, and valuable improvements, referable to the contract." *Losh Family, LLC v. Kertsman*. 155 Wn. App. 458, 465-66, 228 P.3d 793 (2010); see also *Pardee v. Jolly*, 163 Wn.2d 558, 568, 182 P.3d 967 (2008); *Miller v. McCamish*, 78 Wn.2d 821, 826, 479 P.2d 919 (1971); *Mobley v. Harkins*, 14 Wn.2d 276, 283-84, 128 P.2d 289, 143 A.L.R. 88 (1942); *Tiegs v. Watts*, 135 Wn.2d 1, 15-17, 954 P.2d 877 (1998). Since the Legislature is deemed

to be aware of this Court's previous decisions, it is hard to imagine what would be gained by requiring the mobile home park landlord's signature to be acknowledged on the rental agreement, when the doctrine of part performance would invariably apply to an unacknowledged rental agreement in the mobile home park context to take the rental agreement out of RCW 64.04.020.

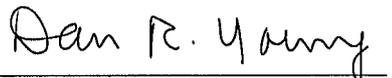
Finally, as stated by one court, "[t]he purpose of the [Ohio] acknowledgement statute . . . is to provide evidence of execution and authority for recordation. It is not to provide a way of escape for a party who later wishes to renege on his agreement." *Seabrooke v. Garcia*, 7 Ohio App.3d 167, 454 N.E.2d 961, 964 (1982).

IV. CONCLUSION

For the reasons set forth above, this Court should hold that the provisions of RCW 59.20.060(1) and the MHLTA determine the validity and enforceability of mobile home park rental agreements, not the wooden rules of property law embodied in RCW 64.04.010.

RESPECTFULLY SUBMITTED this 13th day of July, 2015.

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Appendix A

RCW 59.20

Mobile Home Landlord Tenant Act

Chapter 59.20 RCW
MANUFACTURED/MOBILE HOME LANDLORD-TENANT ACT
(Formerly Mobile Home Landlord-Tenant Act)

RCW Sections

- 59.20.010 Short title.
- 59.20.020 Rights and remedies -- Obligation of good faith required.
- 59.20.030 Definitions.
- 59.20.040 Chapter applies to rental agreements regarding mobile home lots, cooperatives, or subdivisions -- Applicability of and construction with provisions of chapters 59.12 and 59.18 RCW.
- 59.20.045 Enforceability of rules against a tenant.
- 59.20.050 Written rental agreement for term of one year or more required -- Waiver -- Exceptions -- Application of section.
- 59.20.060 Rental agreements -- Required contents -- Prohibited provisions.
- 59.20.070 Prohibited acts by landlord.
- 59.20.073 Transfer of rental agreements.
- 59.20.074 Rent -- Liability of secured party with right to possession.
- 59.20.075 Presumption of reprisal or retaliatory action.
- 59.20.080 Grounds for termination of tenancy or occupancy or failure to renew a tenancy or occupancy -- Notice -- Mediation.
- 59.20.090 Term of rental agreements -- Renewal -- Nonrenewal -- Termination -- Armed forces exception -- Notices.
- 59.20.100 Improvements.
- 59.20.110 Attorney's fees and costs.
- 59.20.120 Venue.
- 59.20.130 Duties of landlord.
- 59.20.134 Written receipts for payments made by tenant.
- 59.20.135 Maintenance of permanent structures -- Findings and declarations -- Definition.
- 59.20.140 Duties of tenant.
- 59.20.145 Live-in care provider -- Not a tenant -- Agreements -- Guest fee.
- 59.20.150 Service of notice on landlord or tenant.
- 59.20.155 Seizure of illegal drugs -- Notification of landlord.
- 59.20.160 Moneys paid as deposit or security for performance by tenant -- Written rental agreement to specify terms and conditions for retention by landlord.
- 59.20.170 Moneys paid as deposit or security for performance by tenant -- Deposit by landlord in trust account -- Receipt -- Claims.
- 59.20.180 Moneys paid as deposit or security for performance by tenant -- Statement and notice of basis for retention.

- 59.20.190 Health and sanitation standards -- Penalties.
- 59.20.200 Landlord -- Failure to carry out duties -- Notice from tenant -- Time limits for landlord's remedial action.
- 59.20.210 Landlord -- Failure to carry out duties -- Repairs effected by tenant -- Bids -- Notice -- Deduction of cost from rent -- Limitations.
- 59.20.220 Landlord -- Failure to carry out duties -- Judgment by court or arbitrator for diminished rental value and repair costs -- Enforcement of judgment -- Reduction in rent.
- 59.20.230 Defective condition -- Unfeasible to remedy defect -- Termination of tenancy.
- 59.20.240 Payment of rent condition to exercising remedies.
- 59.20.250 Mediation of disputes by independent third party.
- 59.20.260 Arbitration -- Authorized -- Selection of arbitrator -- Procedure.
- 59.20.270 Arbitration -- Application -- Hearings -- Decisions.
- 59.20.280 Arbitration -- Fee.
- 59.20.290 Arbitration -- Completion of arbitration after giving notice.
- 59.20.300 Manufactured/mobile home communities -- Notice of sale.
- 59.20.305 Manufactured/mobile home communities -- Good faith negotiations.
- 59.20.900 Severability -- 1977 ex.s. c 279.
- 59.20.901 Effective date -- 1999 c 359.
- 59.20.902 Construction -- Chapter applicable to state registered domestic partnerships -- 2009 c 521.

Notes:

Filing fees for unlawful detainer actions: RCW 36.18.012.

Office of mobile/manufactured home relocation assistance: Chapter 59.22 RCW.

Smoke detection devices required in dwelling units: RCW 43.44.110.

59.20.010

Short title.

This chapter shall be known and may be cited as the "Manufactured/Mobile Home Landlord-Tenant Act".

[1999 c 359 § 1; 1977 ex.s. c 279 § 1.]

59.20.020

Rights and remedies — Obligation of good faith required.

Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performance or enforcement.

[1977 ex.s. c 279 § 2.]

59.20.030

Definitions.

For purposes of this chapter:

(1) "Abandoned" as it relates to a mobile home, manufactured home, or park model owned by a tenant in a mobile home park, mobile home park cooperative, or mobile home park subdivision or tenancy in a mobile home lot means the tenant has defaulted in rent and by absence and by words or actions reasonably indicates the intention not to continue tenancy;

(2) "Eligible organization" includes local governments, local housing authorities, nonprofit community or neighborhood-based organizations, federally recognized Indian tribes in the state of Washington, and regional or statewide nonprofit housing assistance organizations;

(3) "Housing authority" or "authority" means any of the public body corporate and politic created in RCW 35.82.030;

(4) "Landlord" means the owner of a mobile home park and includes the agents of a landlord;

(5) "Local government" means a town government, city government, code city government, or county government in the state of Washington;

(6) "Manufactured home" means a single-family dwelling built according to the United States department of housing and urban development manufactured home construction and safety standards act, which is a national preemptive building code. A manufactured home also: (a) Includes plumbing, heating, air conditioning, and electrical systems; (b) is built on a permanent chassis; and (c) can be transported in one or more sections with each section at least eight feet wide and forty feet long when transported, or when installed on the site is three hundred twenty square feet or greater;

(7) "Manufactured/mobile home" means either a manufactured home or a mobile home;

(8) "Mobile home" means a factory-built dwelling built prior to June 15, 1976, to standards other than the United States department of housing and urban development 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 the introduction of the United States department of housing and urban development manufactured home construction and safety act;

(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;

(11) "Mobile home park cooperative" or "manufactured housing cooperative" means real property

consisting of common areas and two or more lots held out for placement of mobile homes, manufactured homes, or park models in which both the individual lots and the common areas are owned by an association of shareholders which leases or otherwise extends the right to occupy individual lots to its own members;

(12) "Mobile home park subdivision" or "manufactured housing subdivision" means real property, whether it is called a subdivision, condominium, or planned unit development, consisting of common areas and two or more lots held for placement of mobile homes, manufactured homes, or park models in which there is private ownership of the individual lots and common, undivided ownership of the common areas by owners of the individual lots;

(13) "Notice of sale" means a notice required under RCW 59.20.300 to be delivered to all tenants of a manufactured/mobile home community and other specified parties within fourteen days after the date on which any advertisement, multiple listing, or public notice advertises that a manufactured/mobile home community is for sale;

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

(15) "Qualified sale of manufactured/mobile home community" means the sale, as defined in RCW 82.45.010, of land and improvements comprising a manufactured/mobile home community that is transferred in a single purchase to a qualified tenant organization or to an eligible organization for the purpose of preserving the property as a manufactured/mobile home community;

(16) "Qualified tenant organization" means a formal organization of tenants within a manufactured/mobile home community, with the only requirement for membership consisting of being a tenant;

(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;

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

(19) "Transient" means a person who rents a mobile home lot for a period of less than one month for purposes other than as a primary residence;

(20) "Occupant" means any person, including a live-in care provider, other than a tenant, who occupies a mobile home, manufactured home, or park model and mobile home lot.

[2008 c 116 § 2; 2003 c 127 § 1; 1999 c 359 § 2; 1998 c 118 § 1; 1993 c 66 § 15; 1981 c 304 § 4; 1980 c 152 § 3; 1979 ex.s. c 186 § 1; 1977 ex.s. c 279 § 3.]

Notes:

Findings -- Intent -- Severability -- 2008 c 116: See notes following RCW 59.20.300.

Severability -- 1981 c 304: See note following RCW 26.16.030.

Severability -- 1979 ex.s. c 186: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [1979 ex.s. c 186 § 30.]

59.20.040

Chapter applies to rental agreements regarding mobile home lots, cooperatives, or subdivisions — Applicability of and construction with provisions of chapters 59.12 and 59.18 RCW.

This chapter shall regulate and determine legal rights, remedies, and obligations arising from any rental agreement between a landlord and a tenant regarding a mobile home lot and including specified amenities within the mobile home park, mobile home park cooperative, or mobile home park subdivision, where the tenant has no ownership interest in the property or in the association which owns the property, whose uses are referred to as a part of the rent structure paid by the tenant. All such rental agreements shall be unenforceable to the extent of any conflict with any provision of this chapter. Chapter 59.12 RCW shall be applicable only in implementation of the provisions of this chapter and not as an alternative remedy to this chapter which shall be exclusive where applicable: PROVIDED, That the provision of RCW 59.12.090, 59.12.100, and 59.12.170 shall not apply to any rental agreement included under the provisions of this chapter. RCW 59.18.055 and 59.18.370 through 59.18.410 shall be applicable to any action of forcible entry or detainer or unlawful detainer arising from a tenancy under the provisions of this chapter, except when a mobile home, manufactured home, or park model or a tenancy in a mobile home lot is abandoned. Rentals of mobile homes, manufactured homes, or park models themselves are governed by the residential landlord-tenant act, chapter 59.18 RCW.

[1999 c 359 § 3; 1997 c 86 § 2; 1981 c 304 § 5; 1979 ex.s. c 186 § 2; 1977 ex.s. c 279 § 4.]

Notes:

Severability -- 1981 c 304: See note following RCW 26.16.030.

Severability -- 1979 ex.s. c 186: See note following RCW 59.20.030.

59.20.045

Enforceability of rules against a tenant.

Rules are enforceable against a tenant only if:

(1) Their purpose is to promote the convenience, health, safety, or welfare of the residents, protect and preserve the premises from abusive use, or make a fair distribution of services and facilities made available for the tenants generally;

(2) They are reasonably related to the purpose for which they are adopted;

(3) They apply to all tenants in a fair manner;

(4) They are not for the purpose of evading an obligation of the landlord; and

(5) They are not retaliatory or discriminatory in nature.

[1993 c 66 § 18.]

59.20.050

Written rental agreement for term of one year or more required — Waiver — Exceptions — Application of section.

(1) No landlord may offer a mobile home lot for rent to anyone without offering a written rental agreement for a term of one year or more. No landlord may offer to anyone any rental agreement for a term of one year or more for which the monthly rental is greater, or the terms of payment or other material conditions more burdensome to the tenant, than any month-to-month rental agreement also offered to such tenant or prospective tenant. Anyone who desires to occupy a mobile home lot for other than a term of one year or more may have the option to be on a month-to-month basis but must waive, in writing, the right to such one year or more term: PROVIDED, That annually, at any anniversary date of the tenancy the tenant may require that the landlord provide a written rental agreement for a term of one year. No landlord shall allow a mobile home, manufactured home, or park model to be moved into a mobile home park in this state until a written rental agreement has been signed by and is in the possession of the parties: PROVIDED, That if the landlord allows the tenant to move a mobile home, manufactured home, or park model into a mobile home park without obtaining a written rental agreement for a term of one year or more, or a written waiver of the right to a one-year term or more, the term of the tenancy shall be deemed to be for one year from the date of occupancy of the mobile home lot;

(2) The requirements of subsection (1) of this section shall not apply if:

(a) The mobile home park or part thereof has been acquired or is under imminent threat of condemnation for a public works project, or

(b) An employer-employee relationship exists between a landlord and tenant;

(3) The provisions of this section shall apply to any tenancy upon expiration of the term of any oral or written rental agreement governing such tenancy.

[1999 c 359 § 4; 1981 c 304 § 37; 1980 c 152 § 4; 1979 ex.s. c 186 § 3; 1977 ex.s. c 279 § 5.]

Notes:

Severability -- 1981 c 304: See note following RCW 26.16.030.

Severability -- 1979 ex.s. c 186: See note following RCW 59.20.030.

59.20.060

Rental agreements — Required contents — Prohibited provisions.

(1) Any mobile home space tenancy regardless of the term, shall be based upon a written rental agreement, signed by the parties, which shall contain:

(a) The terms for the payment of rent, including time and place, and any additional charges to be paid by the tenant. Additional charges that occur less frequently than monthly shall be itemized in a billing to the tenant;

(b) Reasonable rules for guest parking which shall be clearly stated;

(c) The rules and regulations of the park;

(d) The name and address of the person who is the landlord, and if such person does not reside in the state there shall also be designated by name and address a person who resides in the county where the mobile home park is located who is authorized to act as agent for the purposes of service of notices and process. If no designation is made of a person to act as agent, then the person to whom rental payments are to be made shall be considered the agent;

(e) The name and address of any party who has a secured interest in the mobile home, manufactured home, or park model;

(f) A forwarding address of the tenant or the name and address of a person who would likely know the whereabouts of the tenant in the event of an emergency or an abandonment of the mobile home, manufactured home, or park model;

(g)(i) A covenant by the landlord that, except for acts or events beyond the control of the landlord, the mobile home park will not be converted to a land use that will prevent the space that is the subject of the lease from continuing to be used for its intended use for a period of three years after the beginning of the term of the rental agreement;

(ii) A rental agreement may, in the alternative, contain a statement that: "The park may be sold or otherwise transferred at any time with the result that subsequent owners may close the mobile home park, or that the landlord may close the park at any time after the required notice." The covenant or statement required by this subsection must: (A) Appear in print that is in bold face and is larger than the other text of the rental agreement; (B) be set off by means of a box, blank space, or comparable visual device; and (C) be located directly above the tenant's signature on the rental agreement.

(h) The terms and conditions under which any deposit or portion thereof may be withheld by the landlord upon termination of the rental agreement if any moneys are paid to the landlord by the tenant as a deposit or as security for performance of the tenant's obligations in a rental agreement;

(i) A listing of the utilities, services, and facilities which will be available to the tenant during the tenancy and the nature of the fees, if any, to be charged;

(j) 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;

(k) A written description, picture, plan, or map of the location of the tenant's responsibility for utility hook-ups, consistent with RCW 59.20.130(6);

(l) A statement of the current zoning of the land on which the mobile home park is located; and

(m) A statement of the expiration date of any conditional use, temporary use, or other land use permit subject to a fixed expiration date that is necessary for the continued use of the land as a mobile home park.

(2) Any rental agreement executed between the landlord and tenant shall not contain any provision:

(a) Which allows the landlord to charge a fee for guest parking unless a violation of the rules for guest parking occurs: PROVIDED, That a fee may be charged for guest parking which covers an extended period of time as defined in the rental agreement;

(b) Which authorizes the towing or impounding of a vehicle except upon notice to the owner thereof or the tenant whose guest is the owner of the vehicle;

(c) 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;

(d) By which the tenant agrees to waive or forego rights or remedies under this chapter;

(e) Allowing the landlord to charge an "entrance fee" or an "exit fee." However, an entrance fee may be charged as part of a continuing care contract as defined in RCW 70.38.025;

(f) Which allows the landlord to charge a fee for guests: PROVIDED, That a landlord may establish rules charging for guests who remain on the premises for more than fifteen days in any sixty-day period;

(g) By which the tenant agrees to waive or forego homestead rights provided by chapter 6.13 RCW. This subsection shall not prohibit such waiver after a default in rent so long as such waiver is in writing signed by the husband and wife or by an unmarried claimant and in consideration of the landlord's agreement not to terminate the tenancy for a period of time specified in the waiver if the landlord would be otherwise entitled to terminate the tenancy under this chapter; or

(h) By which, at the time the rental agreement is entered into, the landlord and tenant agree to the selection of a particular arbitrator.

(3) Any provision prohibited under this section that is included in a rental agreement is unenforceable.

[2012 c 213 § 1; 2006 c 296 § 2; 2002 c 63 § 1; 1999 c 359 § 5. Prior: 1990 c 174 § 1; 1990 c 169 § 1; 1989 c 201 § 9; 1984 c 58 § 1; 1981 c 304 § 18; 1979 ex.s. c 186 § 4; 1977 ex.s. c 279 § 6.]

Notes:

Prospective application -- 2006 c 296 § 2: "With respect to written mobile or manufactured home space rental agreements in effect on June 7, 2006, section 2 of this act applies prospectively when the term of the tenancy under the agreement is renewed." [2006 c 296 § 4.]

Severability -- 1984 c 58: See note following RCW 59.20.200.

Severability -- 1981 c 304: See note following RCW 26.16.030.

Severability -- 1979 ex.s. c 186: See note following RCW 59.20.030.

59.20.070

Prohibited acts by landlord.

A landlord shall not:

(1) Deny any tenant the right to sell such tenant's mobile home, manufactured home, or park model within a park, or prohibit, in any manner, any tenant from posting on the tenant's manufactured/mobile home or park model, or on the rented mobile home lot, a commercially reasonable "for sale" sign or any similar sign designed to advertise the sale of the manufactured/mobile home or park model. In addition, a landlord shall not require the removal of the mobile home, manufactured home, or park model from the park because of the sale thereof. Requirements for the transfer of the rental agreement are in RCW 59.20.073. Nothing in this subsection prohibits a landlord from enforcing reasonable rules or restrictions regarding the placement of "for sale" signs on the tenant's manufactured/mobile home or park model, or on the rented mobile home lot, if (a) the main purpose of the rules or restrictions is to protect the safety of park tenants or residents and (b) the rules or restrictions comply with RCW 59.20.045. The landlord may restrict the number of "for sale" signs on the lot to two and may restrict the size of the signs to conform to those in common use by home sale businesses;

(2) Restrict the tenant's freedom of choice in purchasing goods or services but may reserve the right to approve or disapprove any exterior structural improvements on a mobile home space: PROVIDED, That door-to-door solicitation in the mobile home park may be restricted in the rental agreement. Door-to-door solicitation does not include public officials or candidates for public office meeting or distributing information to tenants in accordance with subsection (3) or (4) of this section;

(3) Prohibit the distribution of information or meetings by tenants of the mobile home park to discuss mobile home living and affairs, including political caucuses or forums for or speeches of public officials or candidates for public office, or meetings of organizations that represent the interest of tenants in the park, held in a tenant's home or any of the park community or recreation halls if these halls are open for the use of the tenants, conducted at reasonable times and in an orderly manner on the premises, nor penalize any tenant for participation in such activities;

(4) Prohibit a public official or candidate for public office from meeting with or distributing information to tenants in their individual mobile homes, manufactured homes, or park models, nor penalize any tenant for participating in these meetings or receiving this information;

(5) Evict a tenant, terminate a rental agreement, decline to renew a rental agreement, increase rental or other tenant obligations, decrease services, or modify park rules in retaliation for any of the following actions on the part of a tenant taken in good faith:

(a) Filing a complaint with any federal, state, county, or municipal governmental authority relating to any alleged violation by the landlord of an applicable statute, regulation, or ordinance;

(b) Requesting the landlord to comply with the provision of this chapter or other applicable statute, regulation, or ordinance of the state, county, or municipality;

(c) Filing suit against the landlord for any reason;

(d) Participation or membership in any homeowners association or group;

(6) Charge to any tenant a utility fee in excess of actual utility costs or intentionally cause termination or interruption of any tenant's utility services, including water, heat, electricity, or gas, except when an interruption of a reasonable duration is required to make necessary repairs;

(7) Remove or exclude a tenant from the premises unless this chapter is complied with or the exclusion or removal is under an appropriate court order; or

(8) Prevent the entry or require the removal of a mobile home, manufactured home, or park model

for the sole reason that the mobile home has reached a certain age. Nothing in this subsection shall limit a landlords' right to exclude or expel a mobile home, manufactured home, or park model for any other reason, including but not limited to, failure to comply with fire, safety, and other provisions of local ordinances and state laws relating to mobile homes, manufactured homes, and park models, as long as the action conforms to this chapter or any other relevant statutory provision.

[2012 c 213 § 2; 2003 c 127 § 2; 1999 c 359 § 6; 1993 c 66 § 16; 1987 c 253 § 1; 1984 c 58 § 2; 1981 c 304 § 19; 1980 c 152 § 5; 1979 ex.s. c 186 § 5; 1977 ex.s. c 279 § 7.]

Notes:

Severability -- 1984 c 58: See note following RCW 59.20.200.

Severability -- 1981 c 304: See note following RCW 26.16.030.

Severability -- 1979 ex.s. c 186: See note following RCW 59.20.030.

59.20.073

Transfer of rental agreements.

(1) Any rental agreement shall be assignable by the tenant to any person to whom he or she sells or transfers title to the mobile home, manufactured home, or park model.

(2) A tenant who sells a mobile home, manufactured home, or park model within a park shall notify the landlord in writing of the date of the intended sale and transfer of the rental agreement at least fifteen days in advance of such intended transfer and shall notify the buyer in writing of the provisions of this section. The tenant shall verify in writing to the landlord payment of all taxes, rent, and reasonable expenses due on the mobile home, manufactured home, or park model and mobile home lot. The tenant shall notify the buyer of all taxes, rent, and reasonable expenses due on the manufactured/mobile home or park model and the mobile home lot.

(3) The landlord shall notify the selling tenant, in writing, of a refusal to permit transfer of the rental agreement at least seven days in advance of such intended transfer.

(4) The landlord may require the mobile home, manufactured home, or park model to meet applicable fire and safety standards if a state or local agency responsible for the enforcement of fire and safety standards has issued a notice of violation of those standards to the tenant and those violations remain uncorrected. Upon correction of the violation to the satisfaction of the state or local agency responsible for the enforcement of that notice of violation, the landlord's refusal to permit the transfer is deemed withdrawn.

(5) The landlord shall approve or disapprove of the assignment of a rental agreement on the same basis that the landlord approves or disapproves of any new tenant, and any disapproval shall be in writing. Consent to an assignment shall not be unreasonably withheld.

(6) Failure to notify the landlord in writing, as required under subsection (2) of this section; or failure of the new tenant to make a good faith attempt to arrange an interview with the landlord to discuss assignment of the rental agreement; or failure of the current or new tenant to obtain written approval of the landlord for assignment of the rental agreement, shall be grounds for disapproval of such transfer.

[2012 c 213 § 3; 2003 c 127 § 3; 1999 c 359 § 7; 1993 c 66 § 17; 1981 c 304 § 20.]

Notes:

Severability -- 1981 c 304: See note following RCW 26.16.030.

59.20.074

Rent — Liability of secured party with right to possession.

(1) A secured party who has a security interest in a mobile home, manufactured home, or park model that is located within a mobile home park and who has a right to possession of the mobile home, manufactured home, or park model under *RCW 62A.9-503, shall be liable to the landlord from the date the secured party receives written notice by certified mail, return receipt requested, for rent for occupancy of the mobile home space under the same terms the tenant was paying prior to repossession, and any other reasonable expenses incurred after the receipt of the notice, until disposition of the mobile home, manufactured home, or park model under *RCW 62A.9-504. The notice of default by a tenant must state the amount of rent and the amount and nature of any reasonable expenses that the secured party is liable for payment to the landlord. The notice must also state that the secured party will be provided a copy of the rental agreement previously signed by the tenant and the landlord upon request.

(2) This section shall not affect the availability of a landlord's lien as provided in chapter 60.72 RCW.

(3) As used in this section, "security interest" shall have the same meaning as this term is defined in RCW 62A.1-201, and "secured party" shall have the same meaning as this term is defined in *RCW 62A.9-105.

(4) For purposes of this section, "reasonable expenses" means any routine maintenance and utility charges for which the tenant is liable under the rental agreement.

(5) Any rent or other reasonable expenses owed by the secured party to the landlord pursuant to this section shall be paid to the landlord prior to the removal of the mobile home, manufactured home, or park model from the mobile home park.

(6) If a secured party who has a secured interest in a mobile home, manufactured home, or park model that is located in a mobile home park becomes liable to the landlord pursuant to this section, then the relationship between the secured party and the landlord shall be governed by the rental agreement previously signed by the tenant and the landlord unless otherwise agreed, except that the term of the rental agreement shall convert to a month-to-month tenancy. No waiver is required to convert the rental agreement to a month-to-month tenancy. Either the landlord or the secured party may terminate the month-to-month tenancy upon giving written notice of thirty days or more. The secured party and the landlord are not required to execute a new rental agreement. Nothing in this section shall be construed to be a waiver of any rights by the tenant.

[1999 c 359 § 8; 1990 c 169 § 2; 1985 c 78 § 1.]

Notes:

***Reviser's note:** Article 62A.9 RCW was repealed in its entirety by 2000 c 250 § 9A-901, effective July 1, 2001. For later enactment, see Article 62A.9A RCW.

59.20.075

Presumption of reprisal or retaliatory action.

Initiation by the landlord of any action listed in RCW 59.20.070(5) within one hundred twenty days after a good faith and lawful act by the tenant or within one hundred twenty days after any inspection or proceeding of a governmental agency resulting from such act, shall create a rebuttable presumption affecting the burden of proof, that the action is a reprisal or retaliatory action against the tenant: PROVIDED, That if the court finds that the tenant made a complaint or report to a governmental authority within one hundred twenty days after notice of a proposed increase in rent or other action in good faith by the landlord, there is a rebuttable presumption that the complaint or report was not made in good faith: PROVIDED FURTHER, That no presumption against the landlord shall arise under this section, with respect to an increase in rent, if the landlord, in a notice to the tenant of increase in rent, specifies reasonable grounds for said increase, which grounds may include a substantial increase in market value due to remedial action under this chapter.

[1999 c 359 § 9; 1984 c 58 § 3; 1980 c 152 § 6.]

Notes:

Severability -- 1984 c 58: See note following RCW 59.20.200.

59.20.080

Grounds for termination of tenancy or occupancy or failure to renew a tenancy or occupancy — Notice — Mediation.

(1) A landlord shall not terminate or fail to renew a tenancy of a tenant or the occupancy of an occupant, of whatever duration except for one or more of the following reasons:

(a) Substantial violation, or repeated or periodic violations, of an enforceable rule of the mobile home park as established by the landlord at the inception of the tenancy or as assumed subsequently with the consent of the tenant or for violation of the tenant's duties as provided in RCW 59.20.140. The tenant shall be given written notice to cease the rule violation immediately. The notice shall state that failure to cease the violation of the rule or any subsequent violation of that or any other rule shall result in termination of the tenancy, and that the tenant shall vacate the premises within fifteen days: PROVIDED, That for a periodic violation the notice shall also specify that repetition of the same violation shall result in termination: PROVIDED FURTHER, That in the case of a violation of a "material change" in park rules with respect to pets, tenants with minor children living with them, or recreational facilities, the tenant shall be given written notice under this chapter of a six month period in which to comply or vacate;

(b) Nonpayment of rent or other charges specified in the rental agreement, upon five days written notice to pay rent and/or other charges or to vacate;

(c) Conviction of the tenant of a crime, commission of which threatens the health, safety, or welfare of the other mobile home park tenants. The tenant shall be given written notice of a fifteen day period in which to vacate;

(d) Failure of the tenant to comply with local ordinances and state laws and regulations relating to mobile homes, manufactured homes, or park models or mobile home, manufactured homes, or park model living within a reasonable time after the tenant's receipt of notice of such noncompliance from the appropriate governmental agency;

(e) Change of land use of the mobile home park including, but not limited to, conversion to a use other than for mobile homes, manufactured homes, or park models or conversion of the mobile home park to a mobile home park cooperative or mobile home park subdivision. The landlord shall give the tenants twelve months' notice in advance of the effective date of such change;

(f) Engaging in "criminal activity." "Criminal activity" means a criminal act defined by statute or ordinance that threatens the health, safety, or welfare of the tenants. A park owner seeking to evict a tenant or occupant under this subsection need not produce evidence of a criminal conviction, even if the alleged misconduct constitutes a criminal offense. Notice from a law enforcement agency of criminal activity constitutes sufficient grounds, but not the only grounds, for an eviction under this subsection. Notification of the seizure of illegal drugs under RCW 59.20.155 is evidence of criminal activity and is grounds for an eviction under this subsection. The requirement that any tenant or occupant register as a sex offender under RCW 9A.44.130 is grounds for eviction of the sex offender under this subsection. If criminal activity is alleged to be a basis of termination, the park owner may proceed directly to an unlawful detainer action;

(g) The tenant's application for tenancy contained a material misstatement that induced the park owner to approve the tenant as a resident of the park, and the park owner discovers and acts upon the misstatement within one year of the time the resident began paying rent;

(h) If the landlord serves a tenant three fifteen-day notices within a twelve-month period to comply or vacate for failure to comply with the material terms of the rental agreement or an enforceable park rule. The applicable twelve-month period shall commence on the date of the first violation;

(i) Failure of the tenant to comply with obligations imposed upon tenants by applicable provisions of municipal, county, and state codes, statutes, ordinances, and regulations, including this chapter. The landlord shall give the tenant written notice to comply immediately. The notice must state that failure to comply will result in termination of the tenancy and that the tenant shall vacate the premises within fifteen days;

(j) The tenant engages in disorderly or substantially annoying conduct upon the park premises that results in the destruction of the rights of others to the peaceful enjoyment and use of the premises. The landlord shall give the tenant written notice to comply immediately. The notice must state that failure to comply will result in termination of the tenancy and that the tenant shall vacate the premises within fifteen days;

(k) The tenant creates a nuisance that materially affects the health, safety, and welfare of other park residents. The landlord shall give the tenant written notice to cease the conduct that constitutes a nuisance immediately. The notice must describe the nuisance and state (i) what the tenant must do to cease the nuisance and (ii) that failure to cease the conduct will result in termination of the tenancy and that the tenant shall vacate the premises in five days;

(l) Any other substantial just cause that materially affects the health, safety, and welfare of other park residents. The landlord shall give the tenant written notice to comply immediately. The notice must describe the harm caused by the tenant, describe what the tenant must do to comply and to discontinue the harm, and state that failure to comply will result in termination of the tenancy and that the tenant shall vacate the premises within fifteen days; or

(m) Failure to pay rent by the due date provided for in the rental agreement three or more times in a twelve-month period, commencing with the date of the first violation, after service of a five-day notice to comply or vacate.

(2) Within five days of a notice of eviction as required by subsection (1)(a) of this section, the

landlord and tenant shall submit any dispute to mediation. The parties may agree in writing to mediation by an independent third party or through industry mediation procedures. If the parties cannot agree, then mediation shall be through industry mediation procedures. A duty is imposed upon both parties to participate in the mediation process in good faith for a period of ten days for an eviction under subsection (1)(a) of this section. It is a defense to an eviction under subsection (1)(a) of this section that a landlord did not participate in the mediation process in good faith.

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

[2012 c 213 § 4; 2003 c 127 § 4; 1999 c 359 § 10; 1998 c 118 § 2; 1993 c 66 § 19; 1989 c 201 § 12; 1988 c 150 § 5; 1984 c 58 § 4; 1981 c 304 § 21; 1979 ex.s. c 186 § 6; 1977 ex.s. c 279 § 8.]

Notes:

Legislative findings -- Severability -- 1988 c 150: See notes following RCW 59.18.130.

Severability -- 1984 c 58: See note following RCW 59.20.200.

Severability -- 1981 c 304: See note following RCW 26.16.030.

Severability -- 1979 ex.s. c 186: See note following RCW 59.20.030.

59.20.090

Term of rental agreements — Renewal — Nonrenewal — Termination — Armed forces exception — Notices.

(1) 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.

(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.

(3) A tenant shall notify the landlord in writing one month prior to the expiration of a rental agreement of an intention not to renew.

(4)(a) The tenant may terminate the rental agreement upon thirty days written notice whenever a change in the location of the tenant's employment requires a change in his or her residence, and shall not be liable for rental following such termination unless after due diligence and reasonable effort the landlord is not able to rent the mobile home lot at a fair rental. If the landlord is not able to rent the lot, the tenant shall remain liable for the rental specified in the rental agreement until the lot is rented or the original term ends.

(b) Any tenant who is a member of the armed forces, including the national guard and armed forces reserves, or that tenant's spouse or dependent, may terminate a rental agreement with less than thirty days notice if the tenant receives reassignment or deployment orders which do not allow greater notice. The tenant shall provide notice of the reassignment or deployment order to the landlord no later than seven days after receipt.

[2010 c 8 § 19034; 2003 c 7 § 3; 1998 c 118 § 3; 1980 c 152 § 2; 1979 ex.s. c 186 § 7; 1977 ex.s. c 279 § 9.]

Notes:

Effective date -- 2003 c 7: See note following RCW 59.18.200.

Severability -- 1979 ex.s. c 186: See note following RCW 59.20.030.

59.20.100
Improvements.

Improvements, except a natural lawn, purchased and installed by a tenant on a mobile home lot shall remain the property of the tenant even though affixed to or in the ground and may be removed or disposed of by the tenant prior to the termination of the tenancy: PROVIDED, That a tenant shall leave the mobile home lot in substantially the same or better condition than upon taking possession.

[1977 ex.s. c 279 § 10.]

59.20.110
Attorney's fees and costs.

In any action arising out of this chapter, the prevailing party shall be entitled to reasonable attorney's fees and costs.

[1977 ex.s. c 279 § 11.]

59.20.120
Venue.

Venue for any action arising under this chapter shall be in the district or superior court of the county in which the mobile home lot is located.

[1977 ex.s. c 279 § 12.]

59.20.130
Duties of landlord.

It shall be the duty of the landlord to:

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

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

(3) Keep any shared or common premises reasonably clean, sanitary, and safe from defects to reduce the hazards of fire or accident;

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

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

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

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

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

(9) Maintain roads within the mobile home park in good condition; and

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

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

[1999 c 359 § 11; 1993 c 66 § 20; 1984 c 58 § 5; 1979 ex.s. c 186 § 8.]

Notes:

Severability -- 1984 c 58: See note following RCW 59.20.200.

Severability -- 1979 ex.s. c 186: See note following RCW 59.20.030.

Smoke detection devices required in dwelling units: RCW 43.44.110.

59.20.134

Written receipts for payments made by tenant.

(1) A landlord shall provide a written receipt for any payment made by a tenant in the form of cash.

(2) A landlord shall provide, upon the request of a tenant, a written receipt for any payments made by the tenant in a form other than cash.

[2011 c 168 § 1.]

59.20.135

Maintenance of permanent structures — Findings and declarations — Definition.

(1) The legislature finds that some mobile home park owners transfer the responsibility for the upkeep of permanent structures within the mobile home park to the park tenants. This transfer sometimes occurs after the permanent structures have been allowed to deteriorate. Many mobile home parks consist entirely of senior citizens who do not have the financial resources or physical capability to make the necessary repairs to these structures once they have fallen into disrepair. The inability of the tenants to maintain permanent structures can lead to significant safety hazards to the tenants as well as to visitors to the mobile home park. The legislature therefore finds and declares that it is in the public interest and necessary for the public health and safety to prohibit mobile home park owners from transferring the duty to maintain permanent structures in mobile home parks to the tenants.

(2) A mobile home park owner is prohibited from transferring responsibility for the maintenance or care of permanent structures within the mobile home park to the tenants of the park. A provision within a rental agreement or other document transferring responsibility for the maintenance or care of permanent structures within the mobile home park to the park tenants is void.

(3) A "permanent structure" for purposes of this section includes the clubhouse, carports, storage sheds, or other permanent structure. A permanent structure does not include structures built or affixed by a tenant. A permanent structure includes only those structures that were provided as amenities to the park tenants.

(4) Nothing in this section shall be construed to prohibit a park owner from requiring a tenant to maintain his or her mobile home, manufactured home, or park model or yard. Nothing in this section shall be construed to prohibit a park owner from transferring responsibility for the maintenance or care of permanent structures within the mobile home park to an organization of park tenants or to an individual park tenant when requested by the tenant organization or individual tenant.

[1999 c 359 § 12; 1994 c 30 § 1.]

Notes:

Effective date -- 1994 c 30: "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and shall take effect immediately [March 21, 1994]." [1994 c 30 § 2.]

59.20.140

Duties of tenant.

It shall be the duty of the tenant to pay the rental amount at such times and in such amounts as provided for in the rental agreement or as otherwise provided by law and comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations, and in addition the tenant shall:

- (1) Keep the mobile home lot which he or she occupies and uses as clean and sanitary as the conditions of the premises permit;
- (2) Properly dispose of all rubbish, garbage, and other organic or flammable waste, in a clean and sanitary manner at reasonable and regular intervals, and assume all costs of extermination and fumigation for infestation caused by the tenant on the tenant's leased premises;
- (3) Not intentionally or negligently destroy, deface, damage, impair, or remove any facilities, equipment, furniture, furnishings, fixtures, or appliances provided by the landlord, or permit any member of his or her family, invitee, or licensee, or any person acting under his or her control to do so;
- (4) Not permit a nuisance or common waste; and
- (5) Not engage in drug-related activities as defined in RCW 59.20.080.

[2010 c 8 § 19035; 1988 c 150 § 6; 1979 ex.s. c 186 § 9.]

Notes:

Legislative findings -- Severability -- 1988 c 150: See notes following RCW 59.18.130.

Severability -- 1979 ex.s. c 186: See note following RCW 59.20.030.

59.20.145

Live-in care provider — Not a tenant — Agreements — Guest fee.

A tenant in a mobile home park may share his or her mobile home, manufactured home, or park model with any person over eighteen years of age, if that person is providing live-in home health care or live-in hospice care to the tenant under an approved plan of treatment ordered by the tenant's physician. The live-in care provider is not considered a tenant of the park and shall have no rights of tenancy in the park. Any agreement between the tenant and the live-in care provider does not change the terms and conditions of the rental agreement between the landlord and the tenant. The live-in care provider shall comply with the rules of the mobile home park, the rental agreement, and this chapter. The landlord may not charge a guest fee for the live-in care provider.

[1999 c 359 § 13; 1993 c 152 § 1.]

59.20.150

Service of notice on landlord or tenant.

(1) Any notice required by this chapter to be given to a tenant shall be served on behalf of the landlord: (a) By delivering a copy personally to the tenant; or (b) if the tenant is absent from the mobile home, manufactured home, or park model by affixing a copy of the notice in a conspicuous place on the mobile home, manufactured home, or park model and also sending a copy through the mail addressed to the tenant at the tenant's last known address.

(2) Any notice required by this chapter to be given to the landlord shall be served by the tenant in the same manner as provided for in subsection (1) of this section, or by mail to the landlord at such place as shall be expressly provided in the rental agreement.

(3) The landlord shall state in any notice of eviction required by RCW 59.20.080(1) as now or hereafter amended the specific reason for eviction in a clear and concise manner.

[1999 c 359 § 14; 1979 ex.s. c 186 § 10.]

Notes:

Severability -- 1979 ex.s. c 186: See note following RCW 59.20.030.

59.20.155

Seizure of illegal drugs — Notification of landlord.

Any law enforcement agency which seizes a legend drug pursuant to a violation of chapter 69.41 RCW, a controlled substance pursuant to a violation of chapter 69.50 RCW, or an imitation controlled substance pursuant to a violation of chapter 69.52 RCW, shall make a reasonable attempt to discover the identity of the landlord and shall notify the landlord in writing, at the last address listed in the property tax records and at any other address known to the law enforcement agency, of the seizure and the location of the seizure of the illegal drugs or substances.

[1988 c 150 § 12.]

Notes:

Legislative findings -- Severability -- 1988 c 150: See notes following RCW 59.18.130.

59.20.160

Moneys paid as deposit or security for performance by tenant — Written rental agreement to specify terms and conditions for retention by landlord.

If any moneys are paid to the landlord by the tenant as a deposit or as security for performance of the tenant's obligations in a written rental agreement, such rental agreement shall include the terms and conditions under which the deposit or portion thereof may be withheld by the landlord upon termination of the rental agreement. If all or part of the deposit may be withheld to indemnify the landlord for damages to the mobile home space for which the tenant is responsible, the rental agreement shall so

specify. It is unlawful to charge or collect a deposit or security for performance if the parties have not entered into a written rental agreement.

[1984 c 58 § 17; 1979 ex.s. c 186 § 11.]

Notes:

Severability -- 1984 c 58: See note following RCW 59.20.200.

Severability -- 1979 ex.s. c 186: See note following RCW 59.20.030.

59.20.170

Moneys paid as deposit or security for performance by tenant — Deposit by landlord in trust account — Receipt — Claims.

(1) All moneys paid to the landlord by the tenant as a deposit as security for performance of the tenant's obligations in a rental agreement shall promptly be deposited by the landlord in a trust account, maintained by the landlord for the purpose of holding such security deposits for tenants of the landlord, in a financial institution as defined by *RCW 30.22.041 or licensed escrow agent located in Washington. Except as provided in subsection (2) of this section, unless otherwise agreed in writing, the landlord shall be entitled to receipt of interest paid on such trust account deposits. The landlord shall provide the tenant with a written receipt for the deposit and shall provide written notice of the name and address and location of the depository and any subsequent change thereof. If during a tenancy the status of landlord is transferred to another, any sums in the deposit trust account affected by such transfer shall simultaneously be transferred to an equivalent trust account of the successor landlord, and the successor landlord shall promptly notify the tenant of the transfer and of the name, address and location of the new depository. The tenant's claim to any moneys paid under this section shall be prior to that of any creditor of the landlord, including a trustee in bankruptcy or receiver, even if such moneys are commingled.

(2) All moneys paid, in excess of two months' rent on the mobile home lot, to the landlord by the tenant as a deposit as security for performance of the tenant's obligations in a rental agreement shall be deposited into an interest-bearing trust account for the particular tenant. The interest accruing on the deposit in the account, minus fees charged to administer the account, shall be paid to the tenant on an annual basis. All other provisions of subsection (1) of this section shall apply to deposits under this subsection.

[2004 c 136 § 2; 1999 c 359 § 15; 1979 ex.s. c 186 § 12.]

Notes:

***Reviser's note:** RCW 30.22.041 was recodified as RCW 30A.22.041 pursuant to 2014 c 37 § 4, effective January 5, 2015.

Severability -- 1979 ex.s. c 186: See note following RCW 59.20.030.

59.20.180

Moneys paid as deposit or security for performance by tenant — Statement and notice of basis for retention.

Within fourteen days after the termination of the rental agreement and vacation of the mobile home space, the landlord shall give a full and specific statement of the basis for retaining any of the deposit together with the payment of any refund due the tenant under the terms and conditions of the rental agreement. No portion of any deposit shall be withheld on account of wear resulting from ordinary use of the mobile home space.

The statement shall be delivered to the tenant personally or by mail to the last known address. If the landlord fails to give such statement together with any refund due the tenant within the time limits specified above such landlord shall be liable to the tenant for the full amount of the refund due.

Nothing in this chapter shall preclude the landlord from proceeding against, and the landlord shall have the right to proceed against a tenant to recover sums exceeding the amount of the tenant's damage or security deposit for damage to the property for which the tenant is responsible.

[1984 c 58 § 11; 1979 ex.s. c 186 § 13.]

Notes:

Severability -- 1984 c 58: See note following RCW 59.20.200.

Severability -- 1979 ex.s. c 186: See note following RCW 59.20.030.

59.20.190

Health and sanitation standards — Penalties.

All state board of health rules applicable to the health and sanitation of mobile home parks shall be enforced by the city, county, city-county, or district health officer of the jurisdiction in which the mobile home park is located, upon notice of a violation to such health officer. Failure to remedy the violation after enforcement efforts are made may result in a fine being imposed on the park owner, or tenant as may be applicable, by the enforcing governmental body of up to one hundred dollars per day, depending on the degree of risk of injury or illness to persons in or around the park.

[2011 c 27 § 2; 1988 c 126 § 1; 1981 c 304 § 22.]

Notes:

Severability -- 1981 c 304: See note following RCW 26.16.030.

59.20.200

Landlord — Failure to carry out duties — Notice from tenant — Time limits for landlord's remedial action.

If at any time during the tenancy the landlord fails to carry out the duties required by RCW 59.20.130, the tenant may, in addition to pursuit of remedies otherwise provided the tenant by law, deliver written

notice to the landlord, which notice shall specify the property involved, the name of the owner, if known, and the nature of the defective condition. For the purposes of this chapter, a reasonable time for the landlord to commence remedial action after receipt of such notice by the tenant shall be, except where circumstances are beyond the landlord's control;

(1) Not more than twenty-four hours, where the defective condition is imminently hazardous to life;

(2) Not more than forty-eight hours, where the landlord fails to provide water, electricity, or sewer or septic service to the extent required under RCW 59.20.130(6);

(3) Subject to the provisions of subsections (1) and (2) of this section, not more than seven days in the case of a repair under RCW 59.20.130(3);

(4) Not more than thirty days in all other cases.

In each instance the burden shall be on the landlord to see that remedial work under this section is completed with reasonable promptness.

Where circumstances beyond the landlord's control, including the availability of financing, prevent the landlord from complying with the time limitations set forth in this section, the landlord shall endeavor to remedy the defective condition with all reasonable speed.

[2012 c 213 § 5; 1984 c 58 § 6.]

Notes:

Severability -- 1984 c 58: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [1984 c 58 § 18.]

59.20.210

Landlord — Failure to carry out duties — Repairs effected by tenant — Bids — Notice — Deduction of cost from rent — Limitations.

(1) If at any time during the tenancy, the landlord fails to carry out any of the duties imposed by RCW 59.20.130, and notice of the defect is given to the landlord pursuant to RCW 59.20.200, the tenant may submit to the landlord or the landlord's designated agent by certified mail or in person at least two bids to perform the repairs necessary to correct the defective condition from licensed or registered persons, or if no licensing or registration requirement applies to the type of work to be performed, from responsible persons capable of performing such repairs. Such bids may be submitted to the landlord at the same time as notice is given pursuant to RCW 59.20.200.

(2) If the landlord fails to commence repair of the defective condition within a reasonable time after receipt of notice from the tenant, the tenant may contract with the person submitting the lowest bid to make the repair, and upon the completion of the repair and an opportunity for inspection by the landlord or the landlord's designated agent, the tenant may deduct the cost of repair from the rent in an amount not to exceed the sum expressed in dollars representing one month's rental of the tenant's mobile home space in any calendar year. When, however, the landlord is required to begin remedying the defective condition within thirty days under RCW 59.20.200, the tenant cannot contract for repairs for at least fifteen days following receipt of bids by the landlord. The total costs of repairs deducted by the tenant in any calendar year under this subsection shall not exceed the sum expressed in dollars

representing one month's rental of the tenant's mobile home space.

(3) Two or more tenants shall not collectively initiate remedies under this section. Remedial action under this section shall not be initiated for conditions in the design or construction existing in a mobile home park before June 7, 1984.

(4) The provisions of this section shall not:

(a) Create a relationship of employer and employee between landlord and tenant; or

(b) Create liability under the worker's compensation act; or

(c) Constitute the tenant as an agent of the landlord for the purposes of mechanics' and material suppliers' liens under chapter 60.04 RCW.

(5) Any repair work performed under this section shall comply with the requirements imposed by any applicable code, statute, ordinance, or rule. A landlord whose property is damaged because of repairs performed in a negligent manner may recover the actual damages in an action against the tenant.

(6) Nothing in this section shall prevent the tenant from agreeing with the landlord to undertake the repairs in return for cash payment or a reasonable reduction in rent, the agreement to be between the parties, and this agreement does not alter the landlord's obligations under this chapter.

[2013 c 23 § 117; 1999 c 359 § 16; 1984 c 58 § 8.]

Notes:

Severability -- 1984 c 58: See note following RCW 59.20.200.

59.20.220

Landlord — Failure to carry out duties — Judgment by court or arbitrator for diminished rental value and repair costs — Enforcement of judgment — Reduction in rent.

(1) If a court or an arbitrator determines that:

(a) A landlord has failed to carry out a duty or duties imposed by RCW 59.20.130; and

(b) A reasonable time has passed for the landlord to remedy the defective condition following notice to the landlord under RCW 59.20.200 or such other time as may be allotted by the court or arbitrator; the court or arbitrator may determine the diminution in rental value of the property due to the defective condition and shall render judgment against the landlord for the rent paid in excess of such diminished rental value from the time of notice of such defect to the time of decision and any costs of repair done pursuant to RCW 59.20.210 for which no deduction has been previously made. Such decisions may be enforced as other judgments at law and shall be available to the tenant as a set-off against any existing or subsequent claims of the landlord.

The court or arbitrator may also authorize the tenant to contract to make further corrective repairs. The court or arbitrator shall specify a time period in which the landlord may make such repairs before the tenant may contract for such repairs. Such repairs shall not exceed the sum expressed in dollars representing one month's rental of the tenant's mobile home space in any one calendar year.

(2) The tenant shall not be obligated to pay rent in excess of the diminished rental value of the mobile home space until such defect or defects are corrected by the landlord or until the court or arbitrator determines otherwise.

[1999 c 359 § 17; 1984 c 58 § 9.]

Notes:

Severability -- 1984 c 58: See note following RCW 59.20.200.

59.20.230

Defective condition — Unfeasible to remedy defect — Termination of tenancy.

If a court or arbitrator determines a defective condition as described in RCW 59.20.130 to be so substantial that it is unfeasible for the landlord to remedy the defect within the time allotted by RCW 59.20.200, and that the tenant should not remain on the mobile home space in its defective condition, the court or arbitrator may authorize the termination of the tenancy. The court or arbitrator shall set a reasonable time for the tenant to vacate the premises.

[1984 c 58 § 10.]

Notes:

Severability -- 1984 c 58: See note following RCW 59.20.200.

59.20.240

Payment of rent condition to exercising remedies.

The tenant shall be current in the payment of rent including all utilities which the tenant has agreed in the rental agreement to pay before exercising any of the remedies accorded the tenant under the provisions of this chapter: PROVIDED, That this section shall not be construed as limiting the tenant's civil remedies for negligent or intentional damages: PROVIDED FURTHER, That this section shall not be construed as limiting the tenant's right in an unlawful detainer proceeding to raise the defense that there is no rent due and owing.

[1984 c 58 § 7.]

Notes:

Severability -- 1984 c 58: See note following RCW 59.20.200.

59.20.250

Mediation of disputes by independent third party.

The landlord and tenant may agree in writing to submit any dispute arising under this chapter or under the terms, conditions, or performance of the rental agreement to mediation by an independent third

party or to settle the dispute through industry mediation procedures. The parties may agree to submit any dispute to mediation before exercising their right to arbitration under RCW 59.20.260.

[1984 c 58 § 12.]

Notes:

Severability -- 1984 c 58: See note following RCW 59.20.200.

59.20.260

Arbitration — Authorized — Selection of arbitrator — Procedure.

(1) The landlord and tenant may agree in writing to submit a controversy arising under this chapter to arbitration. The agreement shall contain the name of the arbitrator agreed upon by the parties or the process for selecting the arbitrator.

(2) The arbitration shall be administered under this chapter and chapter 7.04A RCW.

[2005 c 433 § 47; 1984 c 58 § 13.]

Notes:

Application -- Captions not law -- Savings -- Effective date -- 2005 c 433: See RCW 7.04A.290 through 7.04A.310 and 7.04A.900.

Severability -- 1984 c 58: See note following RCW 59.20.200.

59.20.270

Arbitration — Application — Hearings — Decisions.

(1) If the landlord and tenant agree to submit the matter to arbitration, the parties shall complete an application for arbitration and deliver it to the selected arbitrator.

(2) The arbitrator shall schedule a hearing to be held no later than ten days following receipt of the application.

(3) Reasonable notice of the hearings shall be given to the parties, who shall appear and be heard either in person, by counsel, or by other representative. Hearings shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Hearings may be public or private. The proceedings may be recorded. Any oral or documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The arbitrator may administer oaths, issue subpoenas, and require the attendance of witnesses and the production of books, papers, contracts, agreements, and documents deemed by the arbitrator to be material to a just determination of the issues in dispute. If a person refuses to obey a subpoena or refuses to be sworn to testify, or any witness, party, or attorney is guilty of any contempt while in attendance at any hearing held under this section, the arbitrator may invoke the jurisdiction of any district or superior court, and the court shall have jurisdiction to issue an appropriate order. Failure to obey the order may be punished by the court as contempt.

(4) Within five days after the hearing, the arbitrator shall make a written decision upon the issues

presented. A copy of the decision shall be mailed by certified mail or otherwise delivered to the parties or their designated representatives. The decision of the arbitrator shall be final and binding upon all parties.

(5) If a dispute exists affecting more than one tenant in a similar manner, the arbitrator may with the consent of the parties consolidate the cases into a single proceeding.

(6) Decisions of the arbitrator shall be enforced or appealed under chapter 7.04A RCW.

[2005 c 433 § 48; 1984 c 58 § 14.]

Notes:

Application -- Captions not law -- Savings -- Effective date -- 2005 c 433: See RCW 7.04A.290 through 7.04A.310 and 7.04A.900.

Severability -- 1984 c 58: See note following RCW 59.20.200.

59.20.280

Arbitration — Fee.

The administrative fee for this arbitration procedure shall be established by agreement of the parties and the arbitrator and, unless otherwise allocated by the arbitrator, shall be shared equally by the parties. However, upon either party signing an affidavit to the effect that the party is unable to pay the share of the fee, that portion of the fee may be waived or deferred.

[1984 c 58 § 15.]

Notes:

Severability -- 1984 c 58: See note following RCW 59.20.200.

59.20.290

Arbitration — Completion of arbitration after giving notice.

When a party gives notice of intent to arbitrate by giving reasonable notice to the other party, that party shall, at the same time, arrange for arbitration of the grievance in the manner provided for in this chapter. The arbitration shall be completed before the rental due date next occurring after the giving of notice under this section, but in no event shall the arbitrator have less than ten days to complete the arbitration process.

[1984 c 58 § 16.]

Notes:

Severability -- 1984 c 58: See note following RCW 59.20.200.

59.20.300

Manufactured/mobile home communities — Notice of sale.

(1) A landlord must provide a written notice of sale of a manufactured/mobile home community by certified mail or personal delivery to:

- (a) Each tenant of the manufactured/mobile home community;
- (b) The officers of any known qualified tenant organization;
- (c) The office of mobile/manufactured home relocation assistance;
- (d) The local government within whose jurisdiction all or part of the manufactured/mobile home community exists;
- (e) The housing authority within whose jurisdiction all or part of the manufactured/mobile home community exists; and
- (f) The Washington state housing finance commission.

(2) A notice of sale must include:

- (a) A statement that the landlord intends to sell the manufactured/mobile home community; and
- (b) The contact information of the landlord or landlord's agent who is responsible for communicating with the qualified tenant organization or eligible organization regarding the sale of the property.

[2011 c 158 § 5; 2008 c 116 § 4.]

Notes:

Transfer of residual funds to manufactured home installation training account -- 2011 c 158: See note following RCW 43.22A.100.

Findings -- Intent -- 2008 c 116: "(1) The legislature finds that:

(a) Manufactured/mobile home communities provide a significant source of homeownership opportunities for Washington residents. However, the increasing closure and conversion of manufactured/mobile home communities to other uses, combined with increasing mobile home lot rents, low vacancy rates in existing manufactured/mobile home communities, and the extremely high cost of moving homes when manufactured/mobile home communities close, increasingly make manufactured/mobile home community living insecure for manufactured/mobile home tenants.

(b) Many tenants who reside in manufactured/mobile home communities are low-income households and senior citizens and are, therefore, those residents most in need of reasonable security in the siting of their manufactured/mobile homes because of the adverse impacts on the health, safety, and welfare of tenants forced to move due to closure, change of use, or discontinuance of manufactured/mobile home communities.

(c) The preservation of manufactured/mobile home communities:

(i) Is a more economical alternative than providing new replacement housing units for tenants who are displaced from closing manufactured/mobile home communities;

(ii) Is a strategy by which all local governments can meet the affordable housing needs of their residents;

(iii) Is a strategy by which local governments planning under RCW 36.70A.040 may meet the housing element of their comprehensive plans as it relates to the provision of housing affordable to all economic sectors; and

(iv) Should be a goal of all housing authorities and local governments.

(d) The loss of manufactured/mobile home communities should not result in a net loss of affordable housing, thus compromising the ability of local governments to meet the affordable housing needs of its residents and the ability of these local governments planning under RCW 36.70A.040 to meet affordable housing goals under chapter 36.70A RCW.

(e) The closure of manufactured/mobile home communities has serious environmental, safety, and financial impacts, including:

(i) Homes that cannot be moved to other locations add to Washington's landfills;

(ii) Homes that are abandoned might attract crime; and

(iii) Vacant homes that will not be reoccupied need to be tested for asbestos and lead, and these toxic materials need to be removed prior to demolition.

(f) The self-governance aspect of tenants owning manufactured/mobile home communities results in a lesser usage of police resources as tenants experience fewer societal conflicts when they own the real estate as well as their homes.

(g) Housing authorities, by their creation and purpose, are the public body corporate and politic of the city or county responsible for addressing the availability of safe and sanitary dwelling accommodations available to persons of low income, senior citizens, and others.

(2) It is the intent of the legislature to encourage and facilitate the preservation of existing manufactured/mobile home communities in the event of voluntary sales of manufactured/mobile home communities and, to the extent necessary and possible, to involve manufactured/mobile home community tenants or an eligible organization representing the interests of tenants, such as a nonprofit organization, housing authority, or local government, in the preservation of manufactured/mobile home communities." [2008 c 116 § 1.]

Severability -- 2008 c 116: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [2008 c 116 § 8.]

59.20.305

Manufactured/mobile home communities — Good faith negotiations.

A landlord intending to sell a manufactured/mobile home community is encouraged to negotiate in good faith with qualified tenant organizations and eligible organizations.

[2008 c 116 § 5.]

Notes:

Findings -- Intent -- Severability -- 2008 c 116: See notes following RCW 59.20.300.

59.20.900

Severability — 1977 ex.s. c 279.

If any provision of this act, or its application to any person or circumstance is held invalid, the remainder of the act, or the application of the provision to other persons or circumstances is not affected.

[1977 ex.s. c 279 § 13.]

59.20.901

Effective date — 1999 c 359.

This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and takes effect July 1, 1999.

[1999 c 359 § 21.]

59.20.902

Construction — Chapter applicable to state registered domestic partnerships — 2009 c 521.

For the purposes of this chapter, the terms spouse, marriage, marital, husband, wife, widow, widower, next of kin, and family shall be interpreted as applying equally to state registered domestic partnerships or individuals in state registered domestic partnerships as well as to marital relationships and married persons, and references to dissolution of marriage shall apply equally to state registered domestic partnerships that have been terminated, dissolved, or invalidated, to the extent that such interpretation does not conflict with federal law. Where necessary to implement chapter 521, Laws of 2009, gender-specific terms such as husband and wife used in any statute, rule, or other law shall be construed to be gender neutral, and applicable to individuals in state registered domestic partnerships.

[2009 c 521 § 140.]

Appendix B

Selected Statutes Relating to the
Statute of Frauds

RCW 19.36.010**Contracts, etc., void unless in writing.**

In the following cases, specified in this section, any agreement, contract, and promise shall be void, unless such agreement, contract, or promise, or some note or memorandum thereof, be in writing, and signed by the party to be charged therewith, or by some person thereunto by him or her lawfully authorized, that is to say: (1) Every agreement that by its terms is not to be performed in one year from the making thereof; (2) every special promise to answer for the debt, default, or misdoings of another person; (3) every agreement, promise, or undertaking made upon consideration of marriage, except mutual promises to marry; (4) every special promise made by an executor or administrator to answer damages out of his or her own estate; (5) an agreement authorizing or employing an agent or broker to sell or purchase real estate for compensation or a commission.

[2011 c 336 § 540; 1905 c 58 § 1; RRS § 5825. Prior: Code 1881 § 2325; 1863 p 412 § 2; 1860 p 298 § 2; 1854 p 403 § 2.]

RCW 59.04.010

Tenancies from year to year abolished except under written contract.

Tenancies from year to year are hereby abolished except when the same are created by express written contract. Leases may be in writing or print, or partly in writing and partly in print, and shall be legal and valid for any term or period not exceeding one year, without acknowledgment, witnesses or seals.

[Code 1881 § 2053; 1867 p 101 § 1; RRS § 10619.]

RCW 59.04.020

Tenancy from month to month — Termination.

When premises are rented for an indefinite time, with monthly or other periodic rent reserved, such tenancy shall be construed to be a tenancy from month to month, or from period to period on which rent is payable, and shall be terminated by written notice of thirty days or more, preceding the end of any of said months or periods, given by either party to the other.

[Code 1881 § 2054; 1867 p 101 § 2; RRS § 10619. Prior: 1866 p 78 § 1.]

Notes:

Unlawful detainer, notice requirement: RCW 59.12.030(2).

RCW 64.04.010**Conveyances and encumbrances to be by deed.**

Every conveyance of real estate, or any interest therein, and every contract creating or evidencing any encumbrance upon real estate, shall be by deed: PROVIDED, That when real estate, or any interest therein, is held in trust, the terms and conditions of which trust are of record, and the instrument creating such trust authorizes the issuance of certificates or written evidence of any interest in said real estate under said trust, and authorizes the transfer of such certificates or evidence of interest by assignment by the holder thereof by a simple writing or by endorsement on the back of such certificate or evidence of interest or delivery thereof to the vendee, such transfer shall be valid, and all such assignments or transfers hereby authorized and heretofore made in accordance with the provisions of this section are hereby declared to be legal and valid.

[1929 c 33 § 1; RRS § 10550. Prior: 1888 p 50 § 1; 1886 p 177 § 1; Code 1881 § 2311; 1877 p 312 § 1; 1873 p 465 § 1; 1863 p 430 § 1; 1860 p 299 § 1; 1854 p 402 § 1.]

RCW 64.04.020

Requisites of a deed.

Every deed shall be in writing, signed by the party bound thereby, and acknowledged by the party before some person authorized by *this act to take acknowledgments of deeds.

[1929 c 33 § 2; RRS § 10551. Prior: 1915 c 172 § 1; 1888 p 50 § 2; 1886 p 177 § 2; Code 1881 § 2312; 1854 p 402 § 2.]

Notes:

***Reviser's note:** The language "this act" appears in 1929 c 33, which is codified in RCW 64.04.010-64.04.050, 64.08.010-64.08.070, 64.12.020, and 65.08.030.

RCW 65.08.060
Terms defined.

(1) The term "real property" as used in RCW 65.08.060 through 65.08.150 includes lands, tenements and hereditaments and chattels real and mortgage liens thereon except a leasehold for a term not exceeding two years.

(2) The term "purchaser" includes every person to whom any estate or interest in real property is conveyed for a valuable consideration and every assignee of a mortgage, lease or other conditional estate.

(3) The term "conveyance" includes every written instrument by which any estate or interest in real property is created, transferred, mortgaged or assigned or by which the title to any real property may be affected, including an instrument in execution of a power, although the power be one of revocation only, and an instrument releasing in whole or in part, postponing or subordinating a mortgage or other lien; except a will, a lease for a term of not exceeding two years, and an instrument granting a power to convey real property as the agent or attorney for the owner of the property. "To convey" is to execute a "conveyance" as defined in this subdivision.

(4) The term "recording officer" means the county auditor or, in charter counties, the county official charged with the responsibility for recording instruments in the county records.

[1999 c 233 § 16; 1984 c 73 § 1; 1927 c 278 § 1; RRS § 10596-1.]

Notes:

Effective date -- 1999 c 233: See note following RCW 4.28.320.

RCW 65.08.070**Real property conveyances to be recorded.**

A conveyance of real property, when acknowledged by the person executing the same (the acknowledgment being certified as required by law), may be recorded in the office of the recording officer of the county where the property is situated. Every such conveyance not so recorded is void as against any subsequent purchaser or mortgagee in good faith and for a valuable consideration from the same vendor, his or her heirs or devisees, of the same real property or any portion thereof whose conveyance is first duly recorded. An instrument is deemed recorded the minute it is filed for record.

[2012 c 117 § 208; 1927 c 278 § 2; RRS § 10596-2. Prior: 1897 c 5 § 1; Code 1881 § 2314; 1877 p 312 § 4; 1873 p 465 § 4; 1863 p 430 § 4; 1860 p 299 § 4; 1858 p 28 § 1; 1854 p 403 § 4.]

Notes:

RCW 65.08.070 applicable to rents and profits of real property: RCW 7.28.230.

DECLARATION OF SERVICE

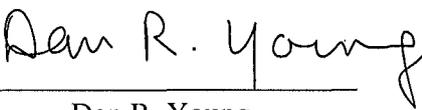
I, Dan R. Young, declare to be true under penalty of perjury under the laws of the State of Washington as follows:

1. I am an attorney representing the respondent Norma Tison in this action.
2. On July 13, 2015, I sent by the USPS, first class mail with pre-paid postage affixed, a copy of the Supplemental Brief of Respondent to the following:

Olsen Law Firm PLLC
Walter H. Olsen, Jr., Esq.
205 S. Meridian
Puyallup, WA 98371

Sidney Tribe, Esq.
Talmadge/Fitzpatrick/Tribe
2775 Harbor Ave. SW
Third Floor, Suite C
Seattle, WA 98126

Dated: July 13, 2015, at Denver, Colorado.



Dan R. Young

OFFICE RECEPTIONIST, CLERK

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Cc: Dan Young
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