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Tenant Rights under the Manufactured/Mobile Home Landlord-Tenant Act



Northwest Justice Project



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Part 1. Introduction

The Manufactured/Mobile Home Landlord-Tenant Act (“MHLTA” or “M/MHLTA”) covers the relationship between a landlord and a tenant who rents a mobile home space in the state of Washington. You can read the whole thing in [chapter 59.20](#) of the Revised Code of Washington (RCW). We explain here a tenant's rights and duties under the MHLTA.

For the MHLTA to apply, both of these must be true:

- The tenant must own or be buying a type of home the MHLTA covers and use it as their main home.
- The tenant must live in a **mobile home park** or **manufactured housing community**.

A. Does the MHLTA cover my home?

It covers 3 types of homes:

1. manufactured homes
2. mobile homes
3. RV's that are permanently attached to the lot

A **manufactured home** is a single-family dwelling built according to the U.S. Department of Housing and Urban Development (HUD)'s Manufactured Home Construction and Safety Standards Act. It:

- a. Includes plumbing, heating, air conditioning, and electrical systems.
- b. Is built on a permanent chassis.
- c. Can be transported in one or more sections with each section at least 8 feet wide and 40 feet long when transported, or when installed on-site is 320 or more. [RCW 59.20.030\(7\)](#).

A **mobile home** is a factory-built dwelling built before June 15, 1976, to standards other than the HUD code. It was acceptable under state codes in effect when it was built or introduced into the state. [RCW 59.20.030\(9\)](#).



The MHLTA covers an **RV** if you use it as your main home and it is attached to the lot. [RCW 59.20.080\(3\)](#). See also [Allen and WA State Attorney General's Office v. Dan and Bill's RV Park](#).

❖ “Mobile home” here refers to all 3 types of homes.

B. I am renting both the mobile home and space.

Do not read this. The MHLTA does not cover your tenancy. The [Residential Landlord-Tenant Act \(“RLTA”\)](#), [RCW 59.18](#), applies. Visit [WashingtonLawHelp.org](#) and click on **housing** for other information about your situation.

C. Does the MHLTA always cover my RV tenancy in a mobile home park?

No. The [RLTA](#), not the MHLTA, covers the eviction of a non-park model RV from a mobile home park if

- **it is not attached to the lot**
- or
- **the RV is not your main home**

If your RV is permanently or semi-permanently attached to a mobile home lot, is your main home, and you pay rent month-to-month, you should argue to the landlord and eviction court that the MHLTA’s protections apply to you. [RCW 59.20.080\(3\)](#); [Allen and WA State Attorney General's Office v. Dan and Bill's RV Park](#).

D. Does the MHLTA cover the land my mobile home sits on?

It depends. A “mobile home park” or “manufactured housing community” is any land rented out for **2 or more** mobile homes. This does **not** include a place rented for seasonal purposes and not intended for year-round occupancy, such as rentals at a lakefront for summer fishing trips. [RCW 59.20.030\(11\)](#).

Part 2. Protecting yourself

- **Keep copies** of all documents, such as the rental agreement, park rules, any notices or letters from the landlord, and any letters or documents you send the landlord.
- **Make written note** of important conversations with the landlord. Note dates, subject, who was there, and what exactly you each said.
- **Follow up on important conversations.** Send the landlord a letter repeating what was said and/or any agreements made. Keep a copy of the letter for your records.
- **Send your landlord** any documents or notices by both regular **and** certified mail, return receipt requested. Then you will have proof of mailing.
- You might **negotiate the lease terms**. If the landlord uses a form lease, try to negotiate to remove any parts you do not want. To remove them, put a line through them and have all parties initial in the margin. **If your landlord will not negotiate a lease or remove a particular section, get legal advice before refusing to sign the agreement.**
- If you are concerned about the landlord keeping your deposit due to damage to the space, **take pictures** of the space before moving in and after moving your home out.
- **Never pay** rent or other payments **in cash**, unless you hand it directly to the landlord or her staff and **immediately** get a written receipt.
- Ask for and keep receipts of all payments to the landlord.

Part 3. Leasing a Lot in a Manufactured/Mobile Home Park

A. You are entitled to a Written Rental Agreement for a Term of One Year or More

A park owner or manager (landlord) **must** offer you a written rental agreement (lease) for a term of one year or more. [RCW 59.20.050](#). The landlord must make sure you have signed



the agreement before you move into the park. If the landlord does not do this, your rental agreement is automatically one year long.

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- ❖ It is illegal for the landlord to offer only a month-to-month rental agreement. **But** if you sign such an agreement knowing you could have gotten a one-year agreement, you may have given up the right to a one-year agreement.
-

A one-year or longer written rental agreement is good for you. The terms and conditions are clear. It limits the landlord's ability to raise the rent, change park rules, or evict you.

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- ❖ If the landlord sells the park, the park's new owner must still honor all rental agreements.
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B. You Can Waive (give up) the Right to a One-Year Agreement

But you can only do this in writing, by signing a “**Waiver**.” This creates a month-to-month agreement. You can also agree to a tenancy that after one year becomes month-to-month.

The landlord may **not** offer you better terms for a month-to-month rental agreement to get you to choose a shorter tenancy. [RCW 59.20.050\(1\)](#).

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- ❖ Even if you have given up the right to a one-year or longer agreement in writing, you can still demand a one-year tenancy on the next anniversary date of when you started living in your space. [RCW 59.20.050](#). The landlord **must** then offer you a written rental agreement for at least a period of one year.
-

C. The Written Rental Agreement Must Have:

- Park rules and regulations, including guest parking rules. (See the **Park Rules** section, below.)
- Your signature and the landlord's signature.
- The landlord must clearly put the landlord's name and address.
- How much rent and other charges you must pay, and when and where.
- The amount of any deposit and a description of circumstances where the landlord can keep the deposit.

- A list of utilities, services, and facilities you may use, and an explanation of any fees the landlord will charge you for their use. **The landlord must now also include a statement that, if the utilities will be charged independently of the rent during the term of the rental agreement, the landlord must lower the rent proportionately.**
- Your forwarding address, or contact information for someone who will know how to get in touch with you.
- A description of the lot's boundaries.
- **Future of the Park:** the rental agreement must state that the mobile home park will stay a mobile home park for three years **or** it must state that the landlord may close the park at any time after notifying tenants. This statement must be in bold, right above your signature on the agreement.
- **The law now also says the lease must include accurate historical information about the past five years' rental amount charged for the lot or space.**

D. The Written Rental Agreement May not:

- Let the landlord collect fees for short-term guest parking, if the guest is following parking rules. The landlord **may** charge long-term guests a parking fee **if** the rental agreement says so.
- Let the landlord raise the rent during the one-year rental agreement, or change the rent due date. The landlord can make you pay a share of any tax or utility increase **if** your costs go down if taxes and utilities go down. (See section on **Rent Increases and Responsibility for Utilities**, below.)
- Let the landlord charge you for guests who stay fewer than fifteen days in any 60-day period. The owner **may** charge a fee when guests stay longer.
- Let the landlord tow your or your guest's vehicle without notice. The landlord can **only** tow a vehicle if they give you notice first.
- Let the landlord require you to give up your homestead rights or any other rights under the MHLTA. (See **Homestead Rights**, below.)

- Let the landlord charge an entrance or exit fee. These include any charges to move in, move out, or transfer the lease. The landlord can only charge an entrance fee if you have a continuing care contract. See [RCW 70.38.025](#).
- Include anything that results in you waiving (giving up) your rights under the law.

❖ [RCW 59.20.060](#) has the legal requirements for the written rental agreement.

Part 4. Deposits

The landlord can make you pay a deposit only if you have a written rental agreement. [RCW 59.20.160](#). If the agreement is verbal only, the landlord may not charge a deposit. If the landlord collects a deposit, the rental agreement must state if and why the landlord can keep it.

The landlord must put the deposit in a trust account in a bank or with an escrow agent. [RCW 59.20.170\(1\)](#). The landlord must give you a written receipt for the deposit and the name and address of the bank holding your deposit.

There are no limits to how much a landlord can charge for a deposit. But, if the deposit amount is more than two months' rent, the landlord must place any money over the two months' rent into an interest-bearing account in your name. You can collect the interest earned on this account, minus administrative fees, once every year. [RCW 59.20.170\(2\)](#).

The landlord must refund the whole deposit within 14 days of the end of the tenancy **or** give you specific reasons in writing for keeping any of it. The landlord may **not** keep the deposit for wear and tear from normal use of the lot. The landlord must hand deliver a refund or written explanation to you or mail it to your last known address. A landlord who does not do this must return your full deposit. [RCW 59.20.180](#).

You can sue a landlord who wrongfully keeps any of the deposit to get it back. You can file a lawsuit in Small Claims Court cheaply and without a lawyer. Read [Can I Get My Security Deposit Back](#) and [Small Claims Court in Washington State](#) to learn more. You can also watch our video called [Where is My Security Deposit?](#)

Part 5. Park Rules

Park rules are part of the written rental agreement. [RCW 59.20.060](#). They renew automatically with the written rental agreement. If the agreement lets the landlord change the rules more often than once a year, they may be able to do so in the middle of a rental term.

A landlord can enforce a park rule against you only if the rule:

- Is to promote tenants' health, safety, or well-being, protect the property from harm or damage, or make sure all tenants get to use the services and facilities
- Is a reasonable way to achieve its purpose
- Does not let the landlord get around the law or rental agreement
- Applies fairly to all tenants
- Does not discriminate or retaliate against tenants

[RCW 59.20.045.](#)

The law (RCW 59.20.045(6)) requires a landlord to give you 30 days' written notice before changing a rule. After the 30 days, you also get a 3-month "grace period" to comply with the new rule. During the grace period, breaking the new rule can only get you a warning, not a Termination Notice.

For changes in park rules about pets, children living with tenants, or recreational facilities, the landlord must give you a 6-month period to comply or vacate before giving you a Termination Notice based on the new rule.

If you believe any park rules applying to tenants with children discriminates against children, call the Washington State Human Rights Commission. (See last page for contact information.)

A landlord who agreed to pay for utilities when you moved into the park may be able to force you to start paying for utilities at the end of a rental period or lease term. Read the **Rent Increases and Responsibility for Utilities** section here to learn more.

Part 6. Renewal of the Rental Agreement

Written rental agreements, including the original park rules, renew automatically for the same length of time as the original agreement. Year-to-year agreements automatically renew for another year on their anniversary date. **Month-to-month agreements** automatically renew every month.



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If you give the landlord one month's written notice that you plan not to renew, the agreement will not renew. [RCW 59.20.090](#).



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Part 7. Rent Increases and Responsibility for Utilities

The landlord must give at least 3 months' notice before raising the rent. If the rental term is one year, the landlord can only raise the rent at the end of the term. [RCW 59.20.090\(2\)](#).

If the rental term is month-to-month, the landlord can raise the rent at the end of any month, **after** giving 3 months' written notice.

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- ❖ The landlord can raise the rent whenever taxes or utilities go up, if the written rental agreement says the landlord must also lower the rent when taxes or utilities go down.
-

A landlord who agreed to pay for some or all utilities when you moved into the park might be able to force you to start paying for utilities at the end of a lease term. You should read very carefully any new rental agreement they offer. You can try to negotiate the new rental agreement with the landlord to avoid new utility charges. **But the landlord can force you to pay for utilities even if you do not want or agree to.**

The landlord must also include a statement that, if the utilities will be charged independently of the rent during the term of the rental agreement, the landlord must lower the rent proportionately.

If you refuse or fail to pay the new utility charges, the landlord may be able to evict you. **Get legal advice** before refusing to pay for utilities after the landlord asks you to start paying for them.

Part 8. Tenant Responsibilities

A. You must:

- Pay the rent.
- Follow the written rental agreement (including Park Rules) and all laws, including local and state health and sanitation laws in the [Washington Administrative Code](#). The city or county health officer enforces these rules and may fine you or the landlord. (See landlord's duties, below.)
- Keep the mobile home lot up and get rid of garbage in a sanitary way.
- Get rid of cockroaches and other infestations you caused.

B. You must not:

- Destroy, damage, or remove park property or any facilities or equipment the landlord provided.
- Use the property in a way that annoys, disturbs, or endangers other tenants or guests.
- Use, make, or sell drugs.

Any of these may be grounds to evict you.

❖ See [RCW 59.20.140](#) for the law regarding tenant duties.

Part 9. Landlord Responsibilities

A. The landlord must:

- Maintain common areas.
- Get rid of cockroaches and other pests endangering tenant's health and safety when the pests live in common areas **or** move to the mobile homes because of infestation.
- Follow all laws relating to the mobile home park. This includes local and state health and sanitation laws. (See **tenant responsibilities**, above.)
- Stop damage from standing or moving water.
- Maintain all utilities provided to your mobile home up to the point of hookup.
- Maintain roads in the park.
- Notify all tenants within five days after filing to change the zoning of the land the park sits on. The landlord must make a description of the change available to you.
- Respect your privacy. A landlord must try to notify you before coming onto **your lot** to inspect or for other lawful purpose. The landlord can only enter a **home** itself with your written permission, unless there is an emergency or you have abandoned the home. You can revoke (cancel) your permission in writing any time.

❖ The landlord has the legal duty to maintain and repair the roads and common areas. They may **not** have to repair a problem you, your family or your guest created.

B. The landlord must not:

- Limit your freedom to buy goods and services (such as cable TV access) or unreasonably limit access to the mobile home park for such purposes.
- Keep you from selling your mobile home in the park. (See **Selling the Mobile Home**, below.)

- Make you move the mobile home from the park if you sell it.
- Ban tenant meetings to discuss mobile home living and affairs, if meetings are at reasonable times and conducted in an orderly way.
- Penalize you for taking part in tenant activities.
- Charge you a utility fee higher than the actual cost.
- Deliberately end or interrupt utility services, unless needed to make repairs.
- Remove or ban you from the mobile home lot without a court order or following the law.
- Prevent a home's entry into or require its removal from the park because it is now old. The landlord may be able to ban a home for other reasons (for example, for violating local fire or safety codes).
- Deny you the right to share the home with an adult caregiver, if your doctor says you need in-home care. The landlord may not collect guest fees or charge you more rent for the caregiver.
- Make you responsible for maintaining permanent buildings within the park such as clubhouse, carports, or storage.
- Come onto your lot at unreasonable times or in a way that interferes with your right to enjoy the property. Before coming onto a mobile home lot, the landlord must try to notify you of the entry. [RCW 59.20.130\(7\)](#).

❖ See [RCW 59.20.130](#) for the law regarding landlord duties.

You can file a complaint with the Attorney General's (AG's) office if the landlord has violated the MHLTA. The AG will try to mediate things between you and the landlord. If you cannot reach agreement, the AG **may** (does not have to) formally investigate and move forward with enforcement action.

[Attorney General's Manufactured Housing Dispute Resolution Program](#)
(www.atg.wa.gov/manufactured-housing-dispute-resolution-program):

1-866-924-6458

Part 10. If the Landlord Does not make Repairs

Here are your options.

A. Your Repair and Maintenance Rights

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- ❖ To exercise repair and maintenance rights, you must be up-to-date in rent and any utilities you are responsible for under the rental agreement. [RCW 59.20.240](#).
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To force a landlord to fix a problem they are responsible for, you must:

- Give the landlord a written notice or letter about the needed repair, even if they already know about it. The notice must state the property involved, owner's name, and repair needed. [RCW 59.20.200](#).
- Have the notice or letter hand delivered to the landlord, mailed to the address in the rental agreement, or taped, pinned or otherwise posted at the landlord's home **and** mailed. [RCW 59.20.150\(2\)](#). (The landlord also must use these procedures to give you notices. Keep a copy of all notices to and from the landlord.)

A landlord who gets a notice must start to repair the problem:

- a) within 24 hours, if life-threatening
- b) within 48 hours, if lack of water or heat
- c) within 7 days, if keeping the common areas safe
- d) within 30 days, in all other cases

If the landlord cannot repair within these periods for reasons beyond their control, the repairs must be finished with all reasonable speed.

If the landlord does not respond as required, you may:

- File a lawsuit, arbitrate, or mediate
- Move out
- Repair and deduct



If you believe your landlord did not deal with maintenance or repair issues in the proper time frame, you can file a complaint with [The Office of the Attorney General's Manufactured Housing Dispute Resolution Program](#) at 1-866-924-6458. You can also [apply online](#) for their help at fortress.wa.gov/atg/formhandler/ago/MHLTComplaintForm.aspx.

B. Lawsuits or Arbitration

You may want to stay on the mobile home lot and force the landlord to make repairs through a third party. A judge or arbitrator can decide if:

- the problem has lessened the mobile home lot's value
- your rent should be lower because of it
- you should get a rent refund

Find out more about filing a lawsuit. Visit or call your county courthouse, or look at the court's website. A [directory of county court web sites](#) is available at [www.courts.wa.gov/appellate trial courts](http://www.courts.wa.gov/appellate_trial_courts).

C. Mediation

Mediation is a way to resolve issues through a neutral third party (a mediator). You and the landlord can agree to mediate before you go to arbitration. [RCW 59.20.250](#).

At mediation, a mediator will help you understand the issues involved and agree to a solution. If you reach agreement, the mediator will help write and sign a legally binding contract.

Mediation is usually faster and cheaper than trial. Read [Mediation](#) to learn more.

❖ A county Dispute Resolution Center can suggest mediators.

D. Move Out

If the repair and/or maintenance problems are so bad that the landlord cannot fix them within the given time, a judge or arbitrator can end your tenancy. [RCW 59.20.230](#). That means you may be able to give written notice and move out immediately.

Before simply moving out, try to get legal help. You must follow all required procedures. (If you have a low income, call CLEAR at 1-888-201-1014. Call 2-1-1 if you live in King County.)

E. Repair and Deduct

This is risky and complicated. You may take it **only** when you have paid rent and utilities in full. This allows you to

- get bids for the repair
- have the work done
- subtract the repair costs from the rent

[RCW 59.20.210\(2\)](#).

❖ You cannot deduct costs for work done on the mobile home itself.

You can only use repair and deduct **if**:

- You properly give the landlord notice. (See above.)
- You give the landlord at least two estimates of the repair costs.
- You do not deduct more than one month's rental amount in any twelve-month period.
- You and the other tenants do not pool your repair problems to use repair and deduct together.

Except for this very limited right to repair and deduct, you have no right to not pay rent. In fact, it may destroy your good case against a landlord. You can be evicted for not paying the rent. **Try to get legal help before trying repair and deduct.** (If you have a low income, call CLEAR at 1-888-201-1014. If you live in King County, call 2-1-1.)

Part 11. Ending the Rental Agreement and/or Tenancy

A. By you:

You can end the tenancy by giving the landlord written notice 1 month before the end of the rental period that you will not renew. [RCW 59.20.090\(3\)](#). If you do not do this, the rental agreement will renew automatically.

If you change jobs and must move, you can end the rental agreement with 30 days' written notice. [RCW 59.20.090\(4\)](#). If the landlord can re-rent the lot, you will not owe the rent after the end of the 30 days. If the landlord **cannot** rent the lot at a fair rental price after reasonable efforts to do so, you owe rent until the landlord re-rents the lot or your original rental term ends.

If you are an active service member in the military, national guard or reserves and you get permanent change of station or deployment orders that do not allow for 30 days' notice, you can end a rental agreement with less notice. Give the park owner a copy of the orders.

When you move out of the park, you can take anything you bought and installed on the lot, except a natural lawn. You must leave the lot in largely the same condition it was in when you moved in. [RCW 59.20.100](#).

B. By the landlord:

The landlord can end or refuse to renew a tenancy only for reasons listed in [RCW 59.20.080](#). Usually, a landlord must "serve" you with (give you) one of the written notices listed below before trying to evict you. The reasons a landlord can evict and the required notices are:

- **Not paying rent and other charges:** Park landlords must now give you a 14 Day written notice to pay rent and/or other charges or vacate. If you do not pay within the 14-day period after getting this notice, the landlord may evict you.

The landlord may also evict you if you do not pay rent or other regular, periodic charges three or more times in any twelve-month period after service of a 14-day notice to pay rent or vacate. The twelve-month period starts with the date of the first notice.

❖ If you get this notice, try to get legal help right away and read [My manufactured/mobile home park landlord just gave me a 14 Day Notice to Pay or Vacate!](#)

- **Creating a Nuisance:** Five-day written notice to cease (stop) a nuisance or vacate. A “nuisance” is a use of the lot that severely disturbs the other tenants’ enjoyment of the park. If the nuisance really affects other tenants’ health, safety and welfare, the landlord may give you a notice to stop. If you do not stop immediately, the landlord may end the tenancy and require you to move out of the space in five days. **You must stop the nuisance immediately. You do not have five days.**
- **Failure to Comply with (follow) Laws:** 15-day written notice to comply or vacate. If you keep breaking mobile home laws after getting a fifteen-day notice from the landlord or a governmental agency, the landlord may evict you. They may also evict you for breaking certain local fire, safety or building codes covering your home. **If your landlord is trying to evict you on these grounds, try to get legal help as soon as possible.**
- **Violation of the Rental Agreement or Park Rules:** 20-day written notice to comply or vacate. The landlord may evict you if you substantially, repeatedly, or periodically break the rental agreement or park rules. They must first give you written notice to comply or vacate within 20 days clearly explaining how you violated the rental agreement or rule.

If the landlord is trying to evict you for breaking the rental agreement or park rules, you must first go to mediation. The landlord must submit the dispute to mediation within 5 days of the notice. You must both take part in the mediation process for at least 10 days. If the landlord does not mediate in good faith, that may be your defense to the court case.

❖ If you get a 20-day notice to comply or vacate, try to get legal help right away and read [My manufactured/mobile home park landlord just gave me a 20 Day Notice to Comply or Vacate!](#)

If the landlord serves 3 of these 20-day notices within a 12-month period (starting on the date of the first notice), the landlord may evict you for this alone. **If you have gotten more than one 20-Day Notice, contact a lawyer right away. See “Apply for Legal Help,” below.**

- **Engaging in Disorderly or Substantially Annoying Conduct:** 15-day written notice to comply or vacate. A landlord may evict you for disorderly or extremely annoying conduct on the park premises after written notice from the landlord, if the activity interferes with other tenants' rights to enjoy the premises. You must stop the activity immediately after getting the notice or move off the property within 15 days.
- **Criminal Activity or Conviction:** If a mobile home tenant or occupant commits or is convicted of a crime that threatens other tenants' health, safety, and welfare, the landlord may try to evict you **without any notice**. The seizure of illegal drugs inside a mobile home or lot may be enough to win an eviction case. If you have to register as a sex offender, you may be evicted.
- **Closure of Park or Change of Land Use:** A landlord who plans to stop using the mobile home park's land as a park and change the land use may end all tenancies in the park with a 12-month notice. There are specific requirements for this notice. **If you get a notice from a park owner that the park is closing, try to get legal help right away.** See the **Park Closures and Financial Assistance to Move** section.
- **Misstatement on the Rental Application:** If you got something important wrong on the rental application and the park owner approved your tenancy based on that statement, the landlord may evict you for this within the first year of your tenancy.
- **Service of three 14-day notices to pay rent or vacate or three 20-day notices to comply or vacate:** A park owner may be able to evict you if they have served you with 3 valid 14-day notices to pay rent or vacate or 3 valid 20-day notices to comply or vacate within a twelve-month period. The 12-month period starts on the day the landlord serves the first of the 3 notices. **If you have gotten more than one 20-Day Notice, contact a lawyer right away.** See "**Apply for Legal Help**," below.

❖ The landlord may **not** evict you for no reason.

Part 12. Service of the Notice by the Landlord

A landlord who wants to rely on a notice listed at [RCW 59.20.080](#) to support an eviction must properly "serve" (deliver) the eviction notice to you by doing one of these:



1. hand-delivering the notice
2. posting a copy of the notice on the mobile home **and** mailing you a copy

[RCW 59.20.150\(1\)](#).

If the landlord does not precisely use one of these methods of service, the eviction notice should be no good.

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- ❖ The landlord **cannot** properly serve you by giving someone else in your home a copy of the notice. The landlord must serve the person who rents the lot and/or signs the rental agreement. [RCW 59.20.150\(1\)](#).
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Part 13. Unlawful Detainer (Eviction) Process

“Unlawful Detainer” is the court process to evict tenants. **It moves very fast.** If you are served with legal papers, contact a lawyer immediately. If you cannot afford a lawyer, we have do-it-yourself resources for answering eviction papers. See, for example, [Eviction and Your Defense](#).

The landlord can end or refuse to renew the rental agreement for any of the reasons above. No matter their reasons, they must take the same basic legal steps.

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- ❖ A landlord may not remove you from or keep you out of the space without a court order **unless** you do not pay the rent **and** by move out without telling the landlord (**abandon** the unit).
-

To get into court to evict you, the landlord must:

- give you a written eviction notice
- wait the right amount of time (the eviction notice should say how long the landlord must wait)
- give you a Summons and Complaint

A Summons and Complaint are official documents starting a court case. They tell the court who the parties in a case are and what the landlord believes the problem is. Try to get legal help **immediately** if served with these papers. See “**apply for legal help**” below.

You **must** answer the Complaint in writing by the deadline in the Summons. If you do not, the landlord can win in court automatically.

Read all court papers carefully. Follow their instructions. Go to court and defend. You can also contact the landlord or landlord's lawyer and negotiate an agreement.

If you lose the eviction case, the judge will sign an order allowing the landlord to have the sheriff physically evict you.

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- ❖ If you were evicted for not paying rent or for breaking rules (anything other than criminal activity), you will still have 120 days to sell your mobile home in the park, as long as you keep paying space rent while you try to sell it. [RCW 59.20.080\(3\)](#).
-

Part 14. Retaliation by Landlord

The landlord may not try to take revenge against you by evicting you, ending (or refusing to renew) your rental agreement, raising rent or adding tenant obligations, cutting services, or changing park rules in response to any of these you have done in good faith:

- filed a complaint about a landlord's violation of the law
- asked the landlord to follow any law
- filed a lawsuit against the landlord
- taken part in a homeowner's group

[RCW 59.20.070\(4\)](#).

If the landlord ends the rental agreement, increases your obligations, or cuts services within 120 days after you do any of these things, the law presumes the landlord is illegally retaliating (taking revenge against) against you. If the landlord then tries to evict you, this can be a defense to the eviction. A landlord who is trying to evict you within 120 days of you doing one of the above must prove they have a real reason to evict you. [RCW 50.20.075](#).

If the landlord's action happened **more than** 120 days after you took the protected action, you must prove the landlord is retaliating against you. This can be very hard without a witness or evidence.

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- ❖ The same rule applies to you if you complain after the landlord proposes a rent increase. If the landlord announces a proposed rent increase and then within 120 days after the announcement, you file a suit or make a complaint, the law presumes you did not act in good faith.
-

Part 15. Selling the Mobile Home and Transferring the Rental Agreement

If you sell the home or give it to someone, and the new owner wants to stay in the park, you can transfer the rental agreement, including park rules, to the new tenant. [RCW 59.20.073](#).

To do this, you must:

- Notify the landlord in writing 15 days before the transfer.
- Explain in writing to the new tenant the parts of the MHLTA that apply to the transfer of rental agreements.
- Tell the landlord in writing that you have paid all rent and appropriate taxes and expenses due on the mobile home.

The new owner must apply to the landlord for the transfer. The landlord may not unreasonably disapprove of the transfer. The landlord's refusal must be in writing at least 7 days before the transfer. If the landlord approves the transfer, the landlord must give the new buyer copies of the rental agreement and park rules.

The landlord can require the mobile home to meet “applicable fire and safety standards” before approving the transfer of your rental agreement. [RCW 59.20.073\(4\)](#). If your landlord tries to block the transfer or sale of your home for this reason, try to get legal help as soon as possible.

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- ❖ The landlord must disapprove of the buyer on the same grounds that they disapprove of any new tenant.
-

The new tenant will have the same rights and responsibilities you had under the written rental agreement, park rules, and MHLTA. The landlord may not change the terms of the rental agreement at the time of transfer.

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- ❖ Before trying to sell your home, read [RCW 59.20.073](#). If you do not carefully follow it, the landlord can legally disapprove of the transfer of the rental agreement. If you have any questions, try to get legal help.
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Part 16. Park Closures and Financial Assistance to Move

A landlord who intends to permanently close a mobile home park must:

- Give each homeowner at least 12 months' written notice.
- Give the Office of Mobile/Manufactured Housing a copy of the notice.
- Record the notice in the county auditor's office.
- Post a copy of the notice at all park entrances.
- Give information about how to find relocation assistance.

[RCW 59.21.030](#).

If the park owner misses a step, the notice may be no good. If you get a closure notice, try to get legal help as soon as possible.

Starting July 28, 2019, RCW 59.21.030(2) requires closure notices to follow a certain format and include information about how to get relocation assistance from the [Mobile/Manufactured Home Relocation Assistance Program](#). Visit <https://www.commerce.wa.gov/building-infrastructure/housing/mobile-home-relocation-assistance/> to learn more. If you get a 12-month notice, you may be able to get financial help from the state to move your mobile home to a new park. Call the State Office of Manufactured Housing at 1-800-964-0852 or visit <https://www.commerce.wa.gov/building-infrastructure/housing/mobile-home-relocation-assistance/> to apply. After the move, the state will reimburse you for all actual moving costs up to \$12,000 for a doublewide mobile home and \$7,500 for a singlewide. The state might agree to arrange in advance to pay the mobile home moving company directly. Then you do not have to pay from your own money before moving.

When you are reading this, there may not be money in the fund to help tenants with moving expenses. **If you get a 12-month notice, immediately call the Office of Mobile/Manufactured Housing or go to www.commerce.wa.gov/building-infrastructure/housing/mobile-home-relocation-assistance/** to apply for moving assistance.

Part 17. Trying to Buy Your Mobile Home Park

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- ❖ The park owner does not have to give tenants a chance to buy the park before they sell the park to anyone they choose.
-

If you find out your park owner is thinking about selling the park, you and other tenants may want to band together to try to buy it. The Office of Manufactured Housing and other agencies or organizations sometimes can help tenants and tenant organizations buy their parks by making loans or providing technical help. To learn more, try to get legal help, or call the Office of Manufactured Housing. (The last page has contact information.)

Part 18. Other Laws

The following may also apply to your mobile home park tenancy:

- Contract law
- Tort law
- Constitutional law
- County laws
- City laws

Federal and state laws prohibit discrimination in housing based on race, gender, religion, sexual orientation, and disability in mobile home parks. They have important protections for families with children.

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- ❖ Tenants who feel discriminated against should contact the Washington State Human Rights Commission. You should also check with your local County or Municipal Human Rights commission office.
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Part 19. Buying a Manufactured/Mobile Home

Mobile home manufacturers in Washington State must follow the federal law's manufactured housing construction rules. Read [Your Rights: Buying a Manufactured Home](#) to learn more. You can also call the Department of Housing and Urban Development (HUD) at 1-800-927-2891. If the mobile home has problems, legal steps you can take against the seller include

- getting out of the sale
- returning the home

❖ **Get a fire and safety inspection before buying an older home.** Your local Building Department has more information.

The **Department of Labor & Industries (L&I)** enforces manufactured housing safety and construction rules in this state. To report a violation of these laws, contact the Department at the number on the last page.

Part 20. Homestead Rights

If you own your mobile home and it is your permanent home, creditors cannot touch its value or the first \$125,000 in value, whichever is less. [RCW 6.13.030](#). This does **not** protect you from debts owed

- from work on the home
- for materials used to improve or repair it
- from using it as collateral for a loan

You cannot give up homestead rights in a lease. If you get behind on rent, the landlord may ask you to give up your homestead rights to avoid an eviction. **Do not do this without first talking to a lawyer.** Call CLEAR at 1-888-201-1014 or 2-1-1 within King County.

Part 21. Agencies and Other Organizations that Can Help

Dispute Resolution Help

Attorney General's Manufactured Housing Dispute Resolution (MHDR) Program

1-866-924-6458 www.atg.wa.gov/manufactured-housing-dispute-resolution-program

Homeowners can file a complaint through the Attorney General's dispute resolution program if you believe the landlord has violated your rights under the MHLTA. The Attorney General's Office can negotiate with the parties, determine if more investigation is needed, decide if a violation has occurred and issue fines and other penalties.

Apply for Legal Help

- **Outside King County**, call the Northwest Justice Project's CLEAR hotline at 1-888-201-1014 weekdays between 9:15 am – 12:15 pm.
- You can also apply **online**: nwjustice.org/get-legal-help.
- **Within King County**, call 2-1-1 weekdays between 8:00 am – 6:00 pm. They will refer you to a legal aid provider.
- **Seniors** (age 60 and over) can also call CLEAR*Sr at 1-888-387-7111 (statewide).
- **Deaf, hard of hearing or speech impaired** callers can call CLEAR or [2-1-1](tel:2-1-1) (or toll-free [1-877-211-9274](tel:1-877-211-9274)) using the relay service of your choice.
- CLEAR and 211 will provide interpreters.

Help with Relocation Assistance

Mobile Home Relocation Assistance - Washington State Department of Commerce

Commerce/Office of Mobile and Manufactured Home Relocation Assistance

P.O. 42525

Olympia, WA 98504



commerce.wa.gov/building-infrastructure/housing/mobile-home-relocation-assistance/

If you own your mobile or manufactured home and live in a park that is closing in Washington State, you may be able to get relocation assistance. The program provides this assistance to eligible low-income households on a first-come, first-served basis. They give priority to residents in parks closed due to health and safety concerns or park-owner fraud.

Help with Manufactured / Mobile Home Construction Standards

HUD Housing and Urban Development - Office of Manufactured Housing Programs

www.hud.gov/program_offices/housing/rmra/mhs/mhshome

The Manufactured Housing Program is a national HUD program established to protect the health and safety of owners of manufactured (mobile) homes through the enforcement of the federal manufactured home construction and safety standards and administration of dispute resolution.

Department of Labor & Industries

PO Box 44000

Olympia WA 98504-4000

1-360-902-5800

Help with Discrimination

Washington State Human Rights Commission – Fair Housing Unit

www.hum.wa.gov/fair-housing

1-800-233-3247

If you believe you have experienced discriminated based on protected class status, you can file a charge of discrimination with the WSHRC.

Help with other Manufactured Home Owners

Association of Manufactured Home Owners (AMHO)

www.wamho.org

This non-profit organization's stated purpose is to promote, represent, preserve and enhance the rights and interests of manufactured home owners in the state of Washington through communication, education, negotiation and perpetuation of our communities.