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Manufactured Housing Dispute Resolution Program
•Consumer Protection Division•
1-866-924-6458

SETTLEMENT AGREEMENT IN LIEU OF NOTICE OF VIOLATION AND NON-VIOLATION

Date: March 11, 2009

Complainant: Robert & Bridgette Sobotor
[REDACTED]

Respondent: Bowman Hilton Mobile Home Park
Attn: John Wolf
[REDACTED]

RE: Complaint # 326786 – Robert Sobotor

Pursuant to RCW 59.30.040, the Manufactured Housing Dispute Resolution Program has found there to be both VIOLATIONS and NONVIOLATIONS of the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA) with regard to the above referenced complaint. **HOWEVER**, in lieu of a Notice of Violation and Notice of Nonviolation, the Complainant and Respondent hereby enter into the following Settlement Agreement.

I. Introduction

- 1.1 The Complainants, Robert and Bridgette Sobotor, filed a complaint with the Manufactured Housing Dispute Resolution Program (MHDRP) on October 15, 2008.
- 1.2 After an investigation, the MHDRP determined that sufficient evidence exists to issue both a Notice of Violation and Notice of Nonviolation as outlined below.
- 1.3 Both Complainant and Respondent understand that by signing this Settlement Agreement In Lieu of Notices that they waive their right to a written determination

and potential hearing under RCW 59.30.040. A hearing will be available in the event that a Notice of Violation or Nonviolation is filed to enforce the terms of this Settlement Agreement.

- 1.4 However, both Complainant and Respondent desire to expedite the resolution of this matter by means of this Settlement Agreement. In so doing, the parties do not intend this Settlement Agreement to have any effect, evidentiary or otherwise, in any other separate proceeding in which the Complainant and Respondent are a party except as otherwise directed below.

II. Settlement Terms

- 2.1 This settlement agreement is entered into between Robert and Bridgette Sobotor and Bowman Hilton Mobile Home Park in lieu of a Notice of Violation and a Notice of Nonviolation being entered by the Manufactured Housing Dispute Resolution Program ("MHDRP") pursuant to RCW 59.30.040.
- 2.2 The parties agree that the following VIOLATIONS of the Manufactured/Mobile Home Landlord-Tenant Act occurred:
 - (a) By not providing maintenance any part of the shed located on the Sobotors' rented lot, Bowman Hilton violated RCW 59.20.135, which requires landlords to maintain permanent structures.
- 2.3 The parties further agree that, with respect to the following issues, NO VIOLATION of the MHLTA occurred:
 - (a) 59.20.070(6)—Overcharging of Utilities. The AGO's investigation has found that the billing rates used by Bowman Hilton are compliant with the law.

III. Actions Agreed Upon

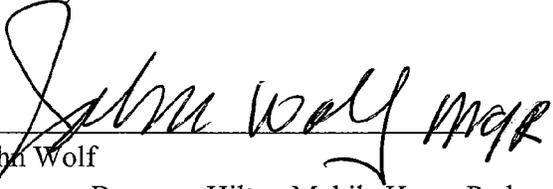
- 3.1 The parties hereby settle this dispute and sign this Settlement Agreement in Lieu of Notices to indicate their agreement that the following actions shall be taken by Bowman Hilton Mobile Home Park at the expense thereof within **30 days** of the Program Manager's signing of this Agreement:
 - (a) Bowman Hilton Mobile Home Park agrees to repair the Shed with Rot, as that term is defined herein. The Shed with Rot is that portion of the shed located on Mr. Sobotor's rented lot that is north of the section with an allegedly leaking roof and south of the lean-to style structure located at the rear of the shed. Repair means to replace that section of the wall that is rotting and take any other steps necessary to keep the shed in good condition.
- 3.2 This Settlement Agreement shall serve to resolve the matter in the Manufactured Housing Dispute Resolution Program unless the agreed upon actions are not taken within the indicated time.

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IV. Compliance With This Agreement

4.1 If the parties fail to perform the agreed upon actions listed above within the allotted time, the MHDRP will issue appropriate Notice of Violation or Notices of Nonviolation.

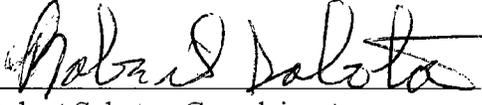
4.2 If the Complainant or Respondent appeal these Notices, once and if they are issued, this Settlement Agreement shall serve as *prima facie* evidence that such Violations or Nonviolations occurred, thereby placing upon the appellant the burden of defending against entry of conclusions of law that a violation as set forth herein occurred.



John Wolf

Manager, Bowman Hilton Mobile Home Park

3-18-09
Date



Robert Sobotor, Complainant

3/12/09
Date

Approved and Entered into MHDRP Files,



Cathie Caldwell, Program Manager

3/20/09
Date