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

NOTICE OF NONVIOLATION
-VOLUNTARY COMPLIANCE-

Date: March 6, 2009

Complainant: Susan Hebert
[REDACTED]

Respondent: Fairwind Mobile Home Park
Fairwind Community, LLC
c/o John Woodring
[REDACTED]

RE: Complaint # 322209 – Susan Hebert

Pursuant to RCW 59.30.040, the Manufactured Housing Dispute Resolution Program has conducted an investigation and found there to be a violation of the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA). However, during the course of the investigation, the Respondent **VOLUNTARILY COMPLIED** with the law. Therefore, currently there is no violation of the MHLTA with regard to the above referenced complaint, as compliance has already been achieved. This notice is based upon information gathered to date.

Explanation

(1) RCW 59.20.050(1) – One-Year Lease

The Complainant, Susan Hebert, alleged that Fairwind had not provided her with a one-year lease. In March 2006, Ms. Hebert signed a month-to-month lease agreement with Fairwind. This agreement included park rules and regulations. On July 1, 2008, Park Manager Theresa Janzen contacted each tenant by letter that outlined the changes to the park rules and invited all tenants to sign a one-year lease. Ms. Hebert received this offer and took advantage of it by

signing a one-year lease. Ms. Janzen provided the MHU Investigator with a copy of a one-year lease that had been offered to and signed by Complainant Hebert.

RCW 59.20.050(1) requires landlords to offer one-year lease agreements to tenants. Fairwind Mobile Home Park offered and Ms. Hebert accepted a one-year agreement, which she signed on February 17, 2009. Therefore, Fairwind Mobile Home Park is in compliance with the Manufactured/Mobile Home Landlord-Tenant Act.

(2) *RCW 59.20.060(1)(a)*

Ms. Hebert also alleged that the Park Rules and Regulations contained fees and charges that were not listed in the rental agreement. Under RCW 59.20.060(1)(a), all charges must be included in the rental agreement though they may be referred to in the Rules & Regulations. The new rules offered to Ms. Hebert in July 2008 were in substantial violation of RCW 59.20.060(1)(a) by not listing "any additional charges to be paid by the tenant." However, during the course of this investigation, Fairwind voluntarily modified the one-year lease signed by Ms. Hebert. This lease contains all fees listed in the Rules & Regulations. It therefore complies with RCW 59.20.060(1)(a). Because Fairwind voluntarily complied with the terms of the MHLTA prior to the completion of the formal investigation, Fairwind has not violated RCW 59.20.060.


Appeal of this Notice

Either party may appeal this Notice by requesting a hearing before an Administrative Law Judge (ALJ). Such a request **must** be made **in writing** to this office within **15 business days** of your receipt of this notice, otherwise this decision is final. This request must be mailed to: Attorney General of Washington, Manufactured Housing Dispute Resolution Program, 800 Fifth Avenue Suite 2000, Seattle, WA 98104-3188. This office will then coordinate with the Office of Administrative Hearings to schedule a hearing. The ALJ is authorized by statute to hear and receive pertinent evidence and testimony, and decide, by a preponderance of the evidence, whether a violation of the MHLTA has occurred. The ALJ's decision will constitute the final order of the Attorney General and may be appealed to Superior Court via instructions to be included in the ALJ's decision.

Signed this 6 day of March, 2009

Manufactured Housing Dispute Resolution Program

ROBERT M. MCKENNA
Attorney General



CATHIE CALDWELL
Program Manager
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