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

NOTICE OF NONVIOLATION

Date: March 6, 2009

Complainant: Melody Hooper
[REDACTED]

Respondent: Coach Country Corral MHP
Attn: Carol Mitchell
[REDACTED]

RE: Complaint # 311767 – Melody Hooper

Pursuant to RCW 59.30.040, the Manufactured Housing Dispute Resolution Program has found there to be **NO VIOLATION** of the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA) with regard to the above referenced complaint. This notice is based upon information gathered to date.

Explanation

(1) RCW 59.20.050(1) – Offer of One Year Lease Agreement

The Complainant, Melody Hooper, complained that Coach Country Corral MHP (Respondent or Coach Country) failed to offer her a one year rental agreement. After an investigation, the MHDRP has determined that Coach Country Corral has not violated RCW 59.20.060(1).

The MHLTA requires a landlord to offer a one-year lease agreement to all tenants. A landlord failing to do so is presumed to have created a one-year lease unless the tenant has signed a separate waiver of this right to a one-year lease. Here, Ms. Hooper alleged that Coach Country Corral had not offered her a one-year lease agreement. Coach Country provided documentary evidence that they had offered Ms. Hooper a one-year agreement in 2006 and presented a lease specifically written for Ms. Hooper. Ms. Hooper admits she did not want to

sign this lease. Therefore, Coach Country is not in violation of RCW 59.20.050(1) because while Ms. Hooper did not accept it, the park did, in fact, offer a one-year lease.

(2) *RCW 59.20.130(5) – Extermination of Rodents*

Ms. Hooper also complained that the park failed to exterminate rodents allegedly infesting her lot. RCW 59.20.130(5) provides in relevant part that it shall be the duty of the landlord to “exterminate or make reasonable efforts to exterminate rodents, vermin or other pests dangerous to the health and safety of the tenant whenever infestation exists on the common premises or wherever infestation occurs in the interior of a mobile home, manufactured home, or park model as a result of infestation existing on the common premises.” (emphasis added).

The MHDRP investigation determined that the common premises of the park are clean and unlikely to attract, provide shelter to, or feed rodents, such as the rats Ms. Hooper has complained of. In contrast, Ms. Hooper’s rented lot is in a state of disarray with items piled on, against, or under the shed and carport area. The mobile home itself is surrounded by clutter, including an unused hot tub, bicycles, tires, general garbage, wood and other debris. Additionally, several full garbage bags were spotted outside the mobile home. Ms. Hooper’s rat problem is therefore not a result of an infestation existing on the common premises. Therefore, Coach Country Corral has not violated RCW 59.20.130(5).

(3) *RCW 59.20.135 – Maintenance of Permanent Structures*

Ms. Hooper complained that Coach Country has failed to maintain the shed that exists on her rented lot. Coach Country does not dispute this fact. While Coach Country circulated an “Addendum G” that purported to eliminate the sheds as an amenity in 2006, the pattern of practice has been to repair sheds within the park. Coach Country admits that Addendum G has been effectively repealed. Many of the sheds in the park are repaired by Coach Country. The maintenance problems with Ms. Hooper’s shed involve electrical work and connections that have been found to violate electrical codes by Tacoma Power Utilities. Ms. Hooper admits to having made these modifications and Coach Country denies having made them. Coach Country has further agreed to maintain Ms. Hooper’s shed once the shed’s electrical systems are no longer in violation of electrical code and thus safe to work on. Because the defective condition has been caused by Ms. Hooper and because Coach Country agrees to maintain the shed once these electrical problems are remedied to the satisfaction of Tacoma Power Utilities, Coach Country has not violated RCW 59.20.135.

(4) *RCW 59.20.130(6) – Maintenance of Utilities*

Ms. Hooper’s final issue involves a semi-functioning water pump on her rented lot. Ms. Hooper contends that this water pump is defective and that Coach Country has not repaired it. The MHDRP investigation determined that the water pump was functioning on both occasions when the MHDRP investigator was present at the park. Additionally, the water pump is compliant with the applicable WACs according to Tacoma Health Department. Therefore, Coach Country has not violated RCW 59.20.130(6).

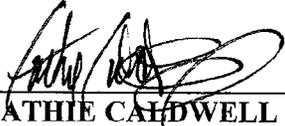
Appeal of this Notice

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. The 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 MHTLA 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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