



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

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## **SETTLEMENT AGREEMENT IN LIEU OF NOTICE OF VIOLATION**

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**Date:** January 15, 2009

**Complainant:** Marvin, Jean, and Robert Jones  
[REDACTED]

**Respondent:** Rio Verde Mobile Home Park  
Attn: Louis O'Connor  
[REDACTED]

**RE:** Complaint # 323890 – Robert Jones

**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**

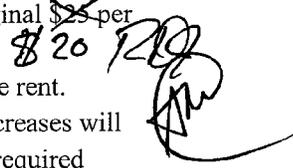
- 1.1 The Complainants, Marvin, Jean, and Robert Jones (“Robert Jones”), filed a complaint with the Manufactured Housing Dispute Resolution Program (MHDRP) on August 22, 2008.
- 1.2 After an investigation, the MHDRP determined that sufficient evidence exists to issue both a Notice of Violation and Notice 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 hearing under RCW 59.30.040.
- 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 Jones and Rio Verde 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 increasing the fee for additional occupants and the fee to store RV's in the park in response to Robert Jones' complaints to government officials, Rio Verde violates RCW 59.20.070(5).
  - (b) By increasing rental obligations (the additional occupant fee) without providing three months notice, Rio Verde violated RCW 59.20.090(1)-(2).
- 2.3 The parties further agree that, with respect to the following issues, NO VIOLATION of the MHLTA occurred:
- (a) 59.20.070(3)—Prohibition of tenant meetings. The AGO's investigation has not found sufficient evidence to justify a Notice of Violation on this matter.

## 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 Rio Verde Mobile Home Park at the expense thereof within **15 days** of the Program Manager's signing of this Agreement:
- (a) Rio Verde Mobile Home Park will reimburse Robert Jones for funds remitted since September 1, 2008 for the additional occupant fee in excess of the original \$10 per month fee.
  - (b) Rio Verde Mobile Home Park will reimburse Robert Jones for funds remitted since September 1, 2008 for the additional RV storage fee in excess of the original ~~\$25~~ <sup>\$20</sup> per month fee. 
  - (c) Rio Verde Mobile Home Park agrees that the additional occupant fees are rent.
  - (d) Rio Verde Mobile Home Park agrees that any additional occupant fee increases will not be implemented until January 1, 2010 after providing all tenants the required three months notice under RCW 59.20.090.
  - (e) Rio Verde Mobile Home Park agrees to review the current complaint facilitation process and implement revisions that enable all tenants access to an fair process that allows tenant complaints to be heard and addressed in a timely manner.

- 3.2 Robert Jones agrees to act in good faith and to follow the above referenced complaint facilitation process before filing complaints with government officials.
- 3.3 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.

#### 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, 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.



Ms. Amber Litzel  
Investment Property Group - Vice President Operations

2/3/09  
Date



Robert Jones, Complainant

1/16/09  
Date



Marvin Jones, Complainant

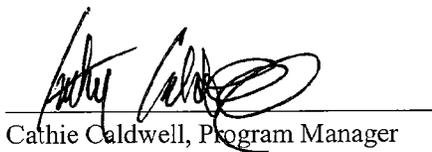
1/16/09  
Date



Jean Jones, Complainant

1-16-09  
Date

Approved and Entered into MHDRP Files,



Cathie Caldwell, Program Manager

2/9/09  
Date