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SEATTLE

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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:** April 16, 2009  
**Complainant:** Debra Spalding  
[REDACTED]  
**Respondent:** El Monte Estates, LLC  
Attn: Sheri & Jim Bevilacqua  
[REDACTED]  
**RE:** Complaint # 314539 – Debra Spalding

ORIGINAL

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 Complainant, Debra Spalding, filed a complaint with the Manufactured Housing Dispute Resolution Program (MHDRP) on April 4, 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 Debra Spalding and El Monte Estates 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 having the septic pump chamber for six units connected directly to Ms. Spalding’s electricity meter, El Monte Estates improperly caused Ms. Spalding to pay for utilities that legally must be provided and maintained by the landlord in violation of RCW 59.20.130(6).
- 2.3 The parties further agree that, with respect to the following issues, NO VIOLATION of the MHLTA occurred:
  - (a) 59.20.070(6)—Overcharge of utility. The AGO’s investigation has not found sufficient evidence to justify a Notice of Violation on this matter because while Ms. Spalding was paying for services that should have been paid for by the park, she was not overcharged at a *rate higher* than that charged to the park.

## 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 El Monte Estates, LLC at the expense thereof within **15 days** of the Program Manager’s signing of this Agreement:
  - (a) El Monte Estates agrees to refund to Ms. Spalding the amount of \$412.16 in restitution for the cost incurred by Ms. Spalding in having the septic pump chamber connected to her electricity meter for eleven and a half years. The refund will be provided to Ms. Spalding in the form of a check.

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.

**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.

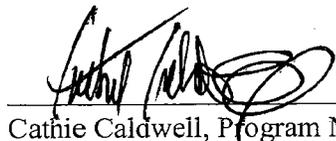
  
\_\_\_\_\_  
Sheri Bevilacqua  
Manager, El Monte Estates

4/22/09  
Date

  
\_\_\_\_\_  
Debra Spalding, Complainant

4-14-09  
Date

Approved and Entered into MHDRP Files,

  
\_\_\_\_\_  
Cathie Caldwell, Program Manager

4/24/09  
Date