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

**SETTLEMENT AGREEMENT IN LIEU OF
NOTICE OF NONVIOLATION**

Date: February 3, 2009

Complainant: Tina Reyes
[REDACTED]

Respondent: Lynnwood Heights Pleasant Valley Mobile Home Park
Attn: Clark Morton
Jasper L. Janssen
[REDACTED]

RE: Complaint # 321263 – Tina Reyes

Pursuant to RCW 59.30.040, the Manufactured Housing Dispute Resolution Program has NOT found there to be a VIOLATION of the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA) with regard to the above referenced complaint. **HOWEVER**, in lieu of a Notice of Nonviolation, the Complainant and Respondent hereby enter into the following Settlement Agreement.

I. Introduction

- 1.1 The Complainant, Tina Reyes, filed a complaint with the Manufactured Housing Dispute Resolution Program (MHDRP) on June 15, 2008.

- 1.2 After an investigation, the MHDRP determined that insufficient evidence exists to issue a Notice of Violation and that a Notice of Nonviolation is appropriate 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 Tina Reyes and Lynnwood Heights in lieu of 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, with respect to the following issues, NO VIOLATION of the MHLTA occurred:
 - (a) 59.20.130(3) – Maintenance of Common Areas. Ms. Reyes complained that Lynnwood Heights had failed to maintain the common areas, alleging that they refused to trim or remove a tree in her rented lot that was damaging a shed she had built nearby. Trees in rented lots are by definition not in a common area, and so no violation was possible.

III. Actions Agreed Upon

- 3.1 The parties hereby settle this dispute and sign this Settlement Agreement in Lieu of Notice to indicate their agreement that the following actions shall be taken by Tina Reyes at her own expense after the signing of this Agreement:
 - (a) If Tina Reyes wishes to modify the tree or maintain it in a manner that includes the removal of branches, she must first consult with and obtain the approval of management of Lynnwood Heights.
 - (b) Tina Reyes will be responsible for all costs of any additional maintenance she performs above what Lynnwood Heights already performs.
 - (c) Tina Reyes agrees to submit no further requests to have the tree removed unless the tree's health is in question.
- 3.2 This Settlement Agreement shall serve to resolve the matter in the Manufactured Housing Dispute Resolution Program.

Jasper L. Janssen 3/21/09
Date

Jasper L. Janssen

Registered Manager, Lynnwood Heights Pleasant Valley Mobile Home Park

Tina Reyes

Tina Reyes, Complainant

08-06-09

Date

Approved and Entered into MHDRP Files,

Cathie Caldwell

Cathie Caldwell, Program Manager

3/25/09

Date

Recd. by me, Jasper L. Janssen on
3/21/09