



Rob McKenna  
**ATTORNEY GENERAL OF WASHINGTON**  
800 Fifth Avenue #2000 • Seattle WA 98104-3188

June 30, 2009

**SENT VIA CERTIFIED MAIL AND US MAIL**

Colonial Estates LLC  
c/o Alan Swanson,  
Swanson Law Firm, PLLC



**RE: Colonial Estates LLC  
Complaint No. 333498 – Dana L. Peffly**

Dear Mr. Swanson:

Enclosed please find one Notice of NonViolation dated June 30, 2009. By copy of this letter, a copy has also been sent to the Complainant, Dana Peffly, in this matter.

Sincerely,

MARY HARPER  
Legal Assistant  
Manufactured Housing Unit Program  
(206) 389-2106

Enclosures

cc: Dana Peffly with enclosures





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**ATTORNEY GENERAL OF WASHINGTON**  
800 Fifth Avenue #2000 • Seattle, WA 98104-3188

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

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## NOTICE OF NONVIOLATION

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**Date:** June 30, 2009

**Complainant:** Dana Peffly  
[REDACTED]

**Respondent:** Colonial Estates LLC  
c/o Alan Swanson  
[REDACTED]

**RE:** Complaint # 333498 – Dana L. Peffly

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 59.20.090(2) – Increasing Rent without 90 Days Notice*

The Complainant, Ms. Dana Peffly, complained that Colonial Estates raised the rent without providing three months notice as required by RCW 59.20.090(2) when it raised the rent in February 2009 after providing notice January 1, 2009. After completing an investigation, the MHDRP has determined that West Anchor has not violated the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA).

The MHLTA requires a landlord seeking to increase the rent upon expiration of the term of a rental agreement of any duration to provide written notice to tenants at least three months prior to the effective date for any increase in rent. RCW 59.20.090(2). However, the MHLTA also allows a landlord to increase rent before the expiration of a lease's term through the use of an escalator clause in the rental agreement. RCW 59.20.060(2)(c).

Here, Ms. Peffly's lease contains an escalator clause in Paragraph 5 allowing the landlord to increase the rent on a pro-rata basis to cover increased costs for property taxes or utilities. Colonial Estates issued rent increase notices specifying increases in utility costs and tax assessments. Because Colonial Estates did not raise rent upon the expiration of the term of a rental agreement without providing three months notice, it has not violated RCW 59.20.090(2).

**Appeal of this Notice**

You may appeal this Notice by requesting a hearing before an Administrative Law Judge. 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 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 30 day of June, 2009

**Manufactured Housing Dispute Resolution Program**

**ROBERT M. MCKENNA**

Attorney General

  
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**CATHIE CALDWELL**

Program Manager