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December 18, 2015

SENT VIA US MAIL AND CERTIFIED MAIL

Michael Requa
(c/o Susan Schonauer, complainant's daughter)
11723 237th Ave. E
Buckley, WA 98321

Heath Enterprises, Inc.
d/b/a Shiloh Mobile Home Park
Richard B. and Nancy J. Heath
23505 116th St East
Buckley, WA 98321-9507

Re: Voluntary Compliance of Michael Requa's Complaint against Shiloh Mobile Home Park
MHDRP Complaint No. 458208

Dear Mr. Requa and Mr. and Mrs. Heath:

On December 8, 2014, Michael Requa's daughter filed a complaint on his behalf against Shiloh Mobile Home Park (Shiloh MHP) with the Manufactured Housing Dispute Resolution Program (MHDRP). Requa alleged that Shiloh MHP violated the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA), RCW 59.20, by failing to reimburse Requa for the cost of maintenance performed on the septic system. MHDRP contacted Shiloh MHP in an attempt to facilitate negotiation between the parties and resolve the dispute through an informal dispute resolution process. However, the parties were not able to negotiate a resolution to this matter and the MHDRP therefore, concluded that an agreement could not be reached between the parties. As a result, the MHDRP conducted a formal investigation pursuant to RCW 59.30.040.

The formal investigation revealed that the septic system connected to Requa's lot backed up the day before a wake was to be held at Requa's home for his wife. FloHawks Plumbing and Septic Service pumped the septic tank to repair the back up. FloHawks's Operations manager stated that they recommend pumping septic tanks every 5-7 years, which is the industry average.

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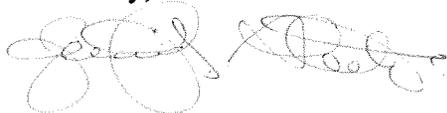
FloHawks' records showed that it has been approximately 15 years since Requa's septic was pumped. Similarly, Requa estimated that the septic tank had not been pumped in 10 years. There was no indication that the septic system on Requa's lot had been misused or that any foreign materials were found there that would not ordinarily be there. Requa paid \$444.16 to FloHawks for the pumping of the septic. Requa asked Shiloh MHP to reimburse him for the cost of the repair to the septic tank but Shiloh MHP initially refused.

The Manufactured Housing Landlord-Tenant Act (MHLTA) requires landlords to "[m]aintain and protect all utilities provided to the mobile home, manufactured home, or park model in good working condition. Maintenance responsibility shall be determined at that point where the normal mobile home, manufactured home, or park model utilities "hook-ups" connect to those provided by the landlord or utility company." RCW 59.20.130(6). Shiloh MHP violated RCW 59.20.130(6) when it failed to maintain the septic tank and failed to reimburse Requa for the cost he incurred in arranging the necessary maintenance.

However, Shiloh MHP has fully reimbursed Requa for the cost of the septic maintenance. Therefore, the MHDRP determines that Shiloh MHP has voluntarily complied with the MHLTA. However, if any party falls out of compliance with the law, the MHDRP may issue a Notice of Violation to ensure compliance.

We appreciate your cooperation with the MHDRP's investigation. This matter is now closed.

Sincerely,



JENNIFER S. STEELE
Assistant Attorney General
(206) 389-2106

JS:cb