



Bob Ferguson

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October 30, 2017

SENT VIA CERTIFIED MAIL

Gabriel and Maria Bedolla
3832 164th St SW #2
Lynnwood, WA 98087

Candlewood Estates Mobile Home Park
15803 W Linksview Dr
Surprise, AZ 85374

**RE: Voluntary Compliance of Gabriel and Maria Bedolla's Complaint against
Candlewood Estates Mobile Home Park
MHDRP Complaint No. 508522**

Dear Gabriel and Maria Bedolla and Candlewood Estates Mobile Home Park:

On June 19, 2017, Gabriel and Maria Bedolla (Bedolla) filed a complaint against Candlewood Estates Mobile Home Park (Candlewood) with the Manufactured Housing Dispute Resolution Program (the Program). The Bedollas alleged that Candlewood violated the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA), RCW 59.20, by failing to maintain the utilities, specifically relating to the loss of electricity provided to their home. The Bedollas require a stable power source to support their daughter's breathing treatments and machines. The Program contacted Candlewood in an attempt to facilitate negotiations between the parties and resolve the dispute through an informal dispute resolution process. Shortly thereafter, given the urgent nature of the complaint, the Program conducted a formal investigation pursuant to RCW 59.30.040.

The formal investigation revealed that on May 1, 2017, the Bedollas lost partial power to their home possibly because of work performed by a telecommunications provider on an adjoining lot. The Bedollas did not request the work performed by the telecommunications provider nor was it for their benefit. After partially losing power, Snohomish County PUD installed a temporary secondary battery feed to increase amperage to the home.

Candlewood was notified of the electrical utility problem but initially refused to perform the necessary repairs to remedy the partial loss of power to the Bedolla's home. Candlewood then



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agreed to perform the necessary repairs but by advancing the Bedollas the funds for the repairs and reserving the right to collect these funds from the Bedollas.

The MHLTA requires that a landlord “[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). Candlewood violated RCW 59.20.130(6) when it failed to maintain the electrical utility provided to the Bedolla’s home in good working condition.

After the Program’s initial contact with Candlewood, Candlewood informed the Program that it was taking the necessary steps to resolve the electrical problem experienced by the Bedollas. Candlewood provided the Program its written communication to the Bedollas stating that it is not requiring them to pay two months’ rent, which totals \$1,020. Candlewood was in regular communication with the Program to provide updates regarding the work being performed on the utility.

Candlewood informed the Program that it completed the necessary repairs to the electrical utility provided to the Bedolla’s home. Candlewood provided the Program an invoice showing it paid \$10,340.24 for the repairs. The Program confirmed with the Bedollas that work on the electrical utility has been completed and the power restored to their home. Therefore, the Program determines that Candlewood has voluntarily complied with the MHLTA. However, if any party falls out of compliance with the law, the Program may issue a Notice of Violation to ensure compliance.

We appreciate your cooperation with the Program’s investigation. This matter is now closed.

Sincerely,



SHIDON B. AFLATOONI
Assistant Attorney General
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