

ATTORNEY GENERAL
OF THE STATE OF WASHINGTON

MANUFACTURED HOUSING
DISPUTE RESOLUTION PROGRAM

**In the Matter of the Complaints of
Jan Stagner, Linda Verdoorn, Ronald
McFarland, Jennifer Stone, JoAnn
Aberle, Charles Thompson, Betty Lou
McKinney, Rose Yoder, Thomas Zehner,
Amilda Fogarty, Barbara Merrick, Carl
Mattila, Thomas Dickinson, Geneva
Knutson, Sherry McFall, Laureta Almer,
Lynne Eckerson and Susan Barnes,
Patricia Quintrell, Laurel and Rodney
Strieby, Sandra Couture, Cecile Woolfe,
Gertrude Haveman, Marvin and Barbara
Wirkkala, Paul and Joann Fallstone,
James Sutton, Richard Pardini, Michael
Jent, Teresa and Michael Gonska,
Daphne Drake, Joann and Walter Hayes,
Bernard Goller, Irene Armstrong, Gary
Booth and Carmen Monje, Patricia
Schwenker, Thomas Spreng, Leona Ross,
Bruce and Norma Larsen, Phyllis Cox,
Richard Bannick, John Kingery, Michael
Mendenhall, Dianna Stolz, Susan Ream,
and Michael and Marlene Patterson,
Against Woodland East Manufactured
Home Community.**

NOTICE OF VIOLATION

RCW 59.30.040

MHDRP Complaint Nos.

**520351, 520354, 523023, 526517,
533394, 533434, 533440, 533441,
533442, 533443, 533444, 533445,
533478, 533480, 533481, 533483,
533485, 533729, 533730, 533817,
533819, 534170, 534171, 534367,
534560, 534562, 534563, 534582,
536228, 536725, 536760, 536792,
536808, 537321, 537334, 537344,
537391, 537481, 537492, 537493,
538083, 538787, 539912, 541604**

Following an investigation into the above-entitled matter pursuant to RCW 59.30.040, the Manufactured Housing Dispute Resolution Program of the Office of the Attorney General of Washington has found there to be a VIOLATION of the Manufactured/Mobile Home Landlord-Tenant Act, RCW 59.20. If you disagree with this decision, your attention is directed to the section entitled APPEAL RIGHTS at the end of this Notice, which outlines the procedures under RCW 59.30.040 for filing an appeal.

This Notice does not limit the rights of any party to take other legal action.

I. INTRODUCTION

- 1.1 Between November 2017 and December 2018, the tenants identified in Section II (Complainants) filed complaints against Woodland East Manufactured Home Community (Woodland East) with the Manufactured Housing Dispute Resolution Program (the Program). Complainants alleged that Woodland East violated the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA), RCW 59.20, by requiring the tenants to pay for utilities, including water, sewer and garbage. The Program contacted Woodland East in an attempt to facilitate negotiations between the parties to resolve the dispute. However, the parties were not able to negotiate a resolution to this matter and the Program therefore concluded that an agreement could not be reached between the parties. As more fully set forth below, the Program concludes that Woodland East has violated RCW 59.20 by failing to fully reimburse certain Complainants for utility payments made.

II. FACTUAL BACKGROUND

- 2.1 Woodland East Manufactured Home Community (Woodland East) is a mobile home park for purposes of RCW 59.20.030(10), and is located in Woodland, Washington.
- 2.2 Jan Stagner owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.3 Linda Verdoorn owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.4 Ronald McFarland owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.5 Jennifer Stone owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.6 JoAnn Aberle owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).

- 2.7 Charles Thompson owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.8 Betty Lou McKinney owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.9 Rose Yoder owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.10 Thomas Zehner owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.11 Amilda Fogarty owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.12 Barbara Merrick owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.13 Carl Mattila owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.14 Thomas Dickinson owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.15 Geneva Knutson owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.16 Sherry McFall owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.17 Laureta Almer owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.18 Lynne Eckerson and Susan Barnes own and reside in a manufactured/mobile home located on space rented from Woodland East, and therefore are tenants under RCW 59.20.030(18).
- 2.19 Patricia Quintrell owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.20 Laurel and Rodney Strieby own and reside in a manufactured/mobile home located on space rented from Woodland East, and therefore are tenants under RCW 59.20.030(18).
- 2.21 Sandra Couture owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).

- 2.22 Cecil Woolfe owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.23 Gertrude Haveman owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.24 Marvin and Barbara Wirkkala own and reside in a manufactured/mobile home located on space rented from Woodland East, and therefore are tenants under RCW 59.20.030(18).
- 2.25 Paul and Joann Fallstone own and reside in a manufactured/mobile home located on space rented from Woodland East, and therefore are tenants under RCW 59.20.030(18).
- 2.26 James Sutton owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.27 Richard Pardini owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.28 Michael Jent owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.29 Teresa and Michael Gonska own and reside in a manufactured/mobile home located on space rented from Woodland East, and therefore are tenants under RCW 59.20.030(18).
- 2.30 Daphne Drake owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.31 Joann and Walter Hayes own and reside in a manufactured/mobile home located on space rented from Woodland East, and therefore are tenants under RCW 59.20.030(18).
- 2.32 Bernard Goller owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.33 Irene Armstrong owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.34 Gary Booth and Carmen Monje own and reside in a manufactured/mobile home located on space rented from Woodland East, and therefore are tenants under RCW 59.20.030(18).
- 2.35 Patricia Schwenker owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.36 Thomas Spreng owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).

- 2.37 Leona Ross owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.38 Bruce and Norma Larsen own and reside in a manufactured/mobile home located on space rented from Woodland East, and therefore are tenants under RCW 59.20.030(18).
- 2.39 Phyllis Cox owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.40 Richard Bannick owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.41 John Kingery owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.42 Michael Mendenhall owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.43 Dianna Stolz owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.44 Susan Ream owns and resides in a manufactured/mobile home located on space rented from Woodland East, and therefore is a tenant under RCW 59.20.030(18).
- 2.45 Michael and Marlene Patterson own and reside in a manufactured/mobile home located on space rented from Woodland East, and therefore are tenants under RCW 59.20.030(18).
- 2.46 Complainants have rental agreements stating that the Landlord will be responsible for payment of water, sewer, and garbage ("utilities").¹
- 2.47 Complainants Jan Stagner, Ronald McFarland, Jennifer Stone, Charles Thompson, Thomas Dickenson, Geneva Knutson, Lynne Eckerson and Susan Barnes, Laurel and Rodney Strieby, Richard Pardini, Teresa and Michael Gonska, Patricia Schwenker, and Phyllis Cox have rental agreements with a commencement date of March 1 (automatic yearly renewal).
- 2.48 Complainant Patricia Quintrell has a rental agreement with a commencement date of October 1 (automatic yearly renewal).
- 2.49 Complainant Thomas Zehner has a rental agreement with a commencement date of November 16 (automatic yearly renewal).

¹ The Larsens provided the Program with a document titled "Rental Policy and Agreement Park Rules" signed July 25, 2012, stating rent includes the monthly fee for water, sewer, and garbage; however, this is not a rental agreement. The Program was unable to obtain a copy of a rental agreement between Bruce and Norma Larsen and Woodland East.

- 2.50 In November 2017, Woodland East informed Complainants that starting January 1, 2018, tenants “will be responsible for payment of water, sewer and garbage....” Woodland East informed tenants that they would receive bills from Guardian Water and Power, and to remit payment as instructed on the bill.
- 2.51 Complainants identified in Section 2.47 paid their utility costs directly to Guardian Water and Power for the months of January and February 2018, prior to the lease renewal of March 1.
- 2.52 Complainant identified in Section 2.48 paid her utility costs directly to Guardian Water and Power for the months of January through September 2018, prior to the lease renewal of October 1.
- 2.53 Complainant identified in Section 2.49 paid his utility costs directly to Guardian Water and Power for the months of January through November 2018, prior to the lease renewal of November 16.
- 2.54 In February 2018, Woodland East informed Complainants that they would receive a \$212 credit to their March 2018 rent, except for Jennifer Stone who only received a \$170 credit (“March 2018 credit”). This credit was reimbursement to Complainants for utilities paid for January and February 2018.
- 2.55 The credit, however, did not fully reimburse Complainants identified in Sections 2.47 through 2.49 for utility costs paid prior to the expiration of the term of their respective rental agreements.² See, Sections 2.51 through 2.53.

III. LEGAL AUTHORITY

- 3.1 Although a rental agreement may include terms identifying the landlord as the responsible party for payment of utilities, a landlord may change these terms only upon the commencement of the next automatic lease renewal, and require tenants to pay for utilities, as long as the landlord does not charge a utility fee in excess of the actual utility cost.³

By omitting any limit on assessing or raising fees or other charges, the statute has imposed no restrictions on them. So long as utility charges do not exceed the actual cost of the service and fees and charges are not retaliatory, the statute permits the landlord to impose them.

² The January 2018 bills include a \$10 set up fee, which was reimbursed to the Complainants through a \$10 “owner credit” in the February 2018 bills.

³ On July 28, 2019, RCW 59.20.060 was amended to allow a landlord to begin charging for utilities during the rental term as long as the landlord agrees to proportionately decrease the amount of rent. RCW 59.20.060(j) (A rental agreement shall contain... “A listing of the utilities, services, and facilities which will be available to the tenant during the tenancy and the nature of the fees, if any, to be charged together with a statement that, in the event any utilities are changed to be charged independent of the rent during the term of the rental agreement, the landlord agrees to decrease the amount of the rent charged proportionately.” However, this Notice of Violation applies RCW 59.20 in effect prior to the July 28, 2019 amendment.

This is a practical approach for the Legislature to take. It recognized that mobile homes are difficult and expensive to move and, to protect tenants from the instability inherent in most rental arrangements, it provided for automatic renewal and a long notice period for rent increases. But it did not require that all original lease terms remain in force through every automatic renewal because renewals could extend for countless years. By not regulating them, the Legislature did allow changes in the lease terms to permit the landlord to charge for utilities, so long as they were limited to the actual cost.

McGahuey v. Hwang, 104 Wn. App. 176, 183, 15 P.3d 672 (2001), *review denied*, 144 Wn.2d 1004, 29 P.3d 718 (2001)). *See also, Id.* at 182 (“...the only limitation on increases of any kind found in the MHLTA is the requirement [in RCW 59.20.090(2)]... that rental rates—not fees—be increased only upon lease expiration and three months’ notice.”); *Narrows Real Estate, Inc., v. MHDRP, Consumer Protection Division, Office of the Attorney General*, 199 Wn. App. 842, 859, 401 P.3d 346 (2017) (A landlord is prohibited from “charging tenants a utility fee that exceeds the amount that was in fact charged by, or paid to, the utility company for providing the utility.”).

IV. VIOLATIONS

- 4.1 Woodland East violated RCW 59.20 by requiring the Complainants to pay for utility costs prior to the expiration of the term of the Complainants’ rental agreements.
- 4.2 The March 2018 credit did not fully reimburse Complainants identified in Sections 2.47 through 2.49 for payment of utilities for the months as identified in Sections 2.51 through 2.53.

V. CORRECTIVE ACTION

- 5.1 Woodland East must, within fifteen (15) business days of receipt of this Notice reimburse by check or rent credit to the following Complainants:
 - 5.1.1 Jan Stagner, \$52.38;
 - 5.1.2 Ronald McFarland, \$5.60;
 - 5.1.3 Jennifer Stone, \$12.08;
 - 5.1.4 Charles Thompson, \$15.30;
 - 5.1.5 Thomas Dickinson, \$39.47;
 - 5.1.6 Geneva Knutson, \$48.02;
 - 5.1.7 Lynne Eckerson and Susan Barnes, \$7.24;
 - 5.1.8 Laurel and Rodney Strieby, \$24.42;
 - 5.1.9 Richard Pardini, \$61.67;
 - 5.1.10 Teresa and Michael Gonska, \$45.17
 - 5.1.11 Phyllis Cox, \$54.92;

5.1.12 Patricia Quintrell, total utilities paid for the months January through September 2018 less March 2018 credit (\$212);⁴

5.1.13 Thomas Zehner, total utilities paid for the months January through November 2018 less March 2018 credit (\$212).⁵

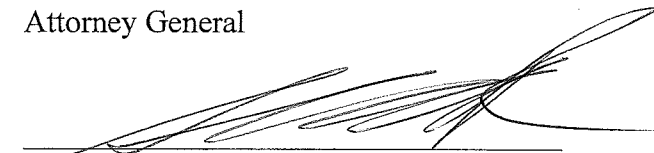
5.2 Woodland East must, within thirty (30) days of receipt of this Notice submit to the Program a copy of the reimbursement checks or proof of rent credit provided to the Complainants pursuant to Section 5.1.

5.3 A failure to take the corrective action set forth in 5.1 above within fifteen (15) business days of receipt of this Notice may result in the imposition of a \$50 fine per violation per day, for each day that a violation remains uncorrected.

Signed this 12th day of November, 2019.

MANUFACTURED HOUSING DISPUTE
RESOLUTION PROGRAM

ROBERT W. FERGUSON
Attorney General



SHANNON E. SMITH
Senior Counsel
Division Chief, Consumer Protection Division

⁴ Woodland East must request from Patricia Quintrell, and who shall provide to Woodland East, copies of utility bills from January through September 2018 to determine reimbursement amount.

⁵ Woodland East must request from Thomas Zehner, and who shall provide to Woodland East, copies of utility bills from January through November 2018 to determine reimbursement amount.

APPEAL RIGHTS

Either party may appeal this Notice by requesting a hearing before an administrative law judge. If neither party appeals this Notice, the Notice of Violation becomes a final order of the Attorney General and is not subject to review by any court or agency.

RCW 59.30.040 governs the parties' appeal rights. A copy of RCW 59.30.040 is attached. An appeal of this Notice requesting a hearing must be:

- In writing, stating the basis for the appeal and the specific remedy sought
- Signed by the appealing party
- Received by Manufactured Housing Dispute Resolution Program within fifteen (15) business days of the party's receipt of this notice
- Mailed or delivered to:
Attorney General's Office
Manufactured Housing Dispute Resolution Program
800 Fifth Avenue, Suite 2000, TB-14
Seattle, WA 98104-3188

If a timely appeal is received, the Program will coordinate with the Office of Administrative Hearings to schedule a hearing. In an appeal you will bear the cost of your own legal expenses. An administrative law judge will hear and receive pertinent evidence and testimony and decide whether a violation of the MHLTA has occurred by a preponderance of the evidence. The administrative law judge's decision will constitute the final agency order of the Program. A final order may be appealed to superior court according to instructions included in a decision.

PROOF OF SERVICE

I certify that on this day, I caused to be served a copy of this document on the following parties via the method indicated:

Woodland East Manufactured Home Community 16500 SE 1st St #144 Vancouver, WA 98684	<input checked="" type="checkbox"/> Certified Mail, Receipt Requested
Mark G. Passannante Broer & Passannante, P.S. 1001 SW Fifth Ave, Ste. 1220 Portland, OR 97204	<input checked="" type="checkbox"/> Certified Mail, Receipt Requested
Jan Stagner 369 Gun Club Rd #130 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Linda Verdoorn 369 Gun Club Rd #119 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Ronald McFarland 369 Gun Club Rd #91 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Jennifer Stone 369 Gun Club Rd #102 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
JoAnn Aberle 369 Gunclub Rd #17 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Charles Thompson 369 Gun Club Rd #107 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Betty Lou McKinney 369 Gun Club Rd #4 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Rose Yoder 369 Gun Club Rd #25 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Thomas Zehner 369 Gun Club Rd #28 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail


Armilda Fogarty 369 Gun Club Rd #108 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Barbara Merrick 369 Gun Club Rd #64 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Carl Mattila 369 Gun Club Rd #10 Woodland, WA 97286	<input checked="" type="checkbox"/> Certified Mail
Thomas Dickinson 369 Gun Club Rd #38 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Geneva Knutson 369 Gun Club Rd #36 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Sherry McFall 369 Gun Club Rd #93 Woodland, WA 98764	<input checked="" type="checkbox"/> Certified Mail
Laureta Almer 369 Gun Club Rd #16 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Lynne Eckerson and Susan Barnes 369 Gun Club Rd #58 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Patricia Quintrell 369 Gun Club Rd #13 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Laurel and Rodney Strieby 369 Gun Club Rd #5 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Sandra Couture 369 Gun Club Rd #127 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Cecil Woolfe 369 Gun Club Rd #61 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Gertrude Haveman 369 Gun Club Rd #115 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Marvin and Barbara Wirkkala 367 Gun Club Rd #114 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail

Paul and Joann Fallstone 369 Gun Club Rd #29 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
James Sutton 369 Gun Club Rd #62 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Richard Pardini 369 Gun Club Rd #110 Woodland, WA 98670	<input checked="" type="checkbox"/> Certified Mail
Michael Jent 369 Gun Club Rd #79 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Teresa and Michael Gonska 369 Gun Club Rd #117 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Daphne Drake 369 Gun Club Rd #66 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Joann and Walter Hayes 369 Gun Club Rd #18 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Bernard Goller 369 Gun Club Rd #45 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Irene Armstrong 369 Gun Club Rd #72 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Gary Booth and Carmen Monje 369 Gun Club Rd #116 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Patricia Schwenker 369 Gun Club Rd #20 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Thomas Spreng 369 Gun Club Rd #44 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Leona Ross 369 Gun Club Rd #19 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Bruce and Norma Larsen 369 Gun Club Road #39 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail

Phyllis Cox 369 Gun Club Rd #43 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Richard Bannick 369 Gun Club Rd #35 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
John Kingery 369 Gun Club Rd #34 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Michael Mendenhall 369 Gun Club Rd #12 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Dianna Stolz 369 Gun Club Road #37 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Susan Ream 369 Gun Club Rd #101 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail
Michael and Marlene Patterson 369 Gun Club Rd #51 Woodland, WA 98674	<input checked="" type="checkbox"/> Certified Mail

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this 13th day of November, 2019, at Seattle, Washington.



KRISTINA WINFIELD
Legal Assistant

RCW 59.30.040

Dispute resolution program—Complaint process.

(1) An aggrieved party has the right to file a complaint with the attorney general alleging a violation of chapter 59.20 RCW.

(2) Upon receiving a complaint under this chapter, the attorney general must:

(a) Inform the complainant of any notification requirements under RCW 59.20.080 for tenant violations or RCW 59.20.200 for landlord violations and encourage the complainant to appropriately notify the respondent of the complaint; and

(b) If a statutory time period is applicable, inform the complainant of the time frame that the respondent has to remedy the complaint under RCW 59.20.080 for tenant violations or RCW 59.20.200 for landlord violations.

(3) After receiving a complaint under this chapter, the attorney general shall initiate the manufactured/mobile home dispute resolution program by investigating the alleged violations at its discretion and, if appropriate, facilitating negotiations between the complainant and the respondent.

(4)(a) Complainants and respondents shall cooperate with the attorney general in the course of an investigation by (i) responding to subpoenas issued by the attorney general, which may consist of providing access to papers or other documents, and (ii) providing access to the manufactured/mobile home facilities relevant to the investigation. Complainants and respondents must respond to attorney general subpoenas within thirty days.

(b) Failure to cooperate with the attorney general in the course of an investigation is a violation of this chapter.

(5) If after an investigation the attorney general determines that an agreement cannot be negotiated between the parties, the attorney general shall make a written determination on whether a violation of chapter 59.20 RCW has occurred.

(a) If the attorney general finds by a written determination that a violation of chapter 59.20 RCW has occurred, the attorney general shall deliver a written notice of violation to the respondent who committed the violation by certified mail. The notice of violation must specify the violation, the corrective action required, the time within which the corrective action must be taken, the penalties including fines, other penalties, and actions that will result if corrective action is not taken within the specified time period, and the process for contesting the determination, fines, penalties, and other actions included in the notice of violation through an administrative hearing. The attorney general must deliver to the complainant a copy of the notice of violation by certified mail.

(b) If the attorney general finds by a written determination that a violation of chapter 59.20 RCW has not occurred, the attorney general shall deliver a written notice of nonviolation to both the complainant and the respondent by certified mail. The notice of nonviolation must include the process for contesting the determination included in the notice of nonviolation through an administrative hearing.

(6) Corrective action must take place within fifteen business days of the respondent's receipt of a notice of violation, except as required otherwise by the attorney general, unless the respondent has submitted a timely request for an administrative hearing to contest the notice of violation as required under subsection (8) of this section. If a respondent, which includes either a landlord or a tenant, fails to take corrective action within the required time period and the attorney general has not received a timely request for an administrative hearing, the attorney general may impose a fine, up to a maximum of two hundred fifty dollars per violation per day, for each day that a violation remains uncorrected. The attorney general must consider the severity and duration of the violation and the violation's impact on other community residents when determining the appropriate amount of a fine or the appropriate penalty to impose on a respondent. If the respondent shows upon timely application to the attorney general that a good faith effort to comply with the corrective action requirements of the notice of violation has been made and that the corrective action has not been completed because of mitigating factors beyond the respondent's control, the attorney general may delay the imposition of a fine or penalty.

(7) The attorney general may issue an order requiring the respondent, or its assignee or agent, to cease and desist from an unlawful practice and take affirmative actions that in the judgment of the attorney general will carry out the purposes of this chapter. The affirmative actions may include, but are not limited to, the following:

(a) Refunds of rent increases, improper fees, charges, and assessments collected in violation of this chapter;

(b) Filing and utilization of documents that correct a statutory or rule violation; and

(c) Reasonable action necessary to correct a statutory or rule violation.

(8) A complainant or respondent may request an administrative hearing before an administrative law judge under chapter 34.05 RCW to contest:

(a) A notice of violation issued under subsection (5)(a) of this section or a notice of nonviolation issued under subsection (5)(b) of this section;

(b) A fine or other penalty imposed under subsection (6) of this section; or

(c) An order to cease and desist or an order to take affirmative actions under subsection (7) of this section.

The complainant or respondent must request an administrative hearing within fifteen business days of receipt of a notice of violation, notice of nonviolation, fine, other penalty, order, or action. If an administrative hearing is not requested within this time period, the notice of violation, notice of nonviolation, fine, other penalty, order, or action constitutes a final order of the attorney general and is not subject to review by any court or agency.

(9) If an administrative hearing is initiated, the respondent and complainant shall each bear the cost of his or her own legal expenses.

(10) The administrative law judge appointed under chapter 34.12 RCW shall:

(a) Hear and receive pertinent evidence and testimony;

(b) Decide whether the evidence supports the attorney general finding by a preponderance of the evidence; and

(c) Enter an appropriate order within thirty days after the close of the hearing and immediately mail copies of the order to the affected parties.

The order of the administrative law judge constitutes the final agency order of the attorney general and may be appealed to the superior court under chapter 34.05 RCW.

(11) When the attorney general imposes a fine, refund, or other penalty against a respondent, the respondent may not seek any recovery or reimbursement of the fine, refund, or other penalty from a complainant or from other manufactured/mobile home tenants.

(12) All receipts from the imposition of fines or other penalties collected under this section other than those due to a complainant must be deposited into the manufactured/mobile home dispute resolution program account created in RCW 59.30.070.

(13) This section is not exclusive and does not limit the right of landlords or tenants to take legal action against another party as provided in chapter 59.20 RCW or otherwise. Exhaustion of the administrative remedy provided in this chapter is not required before a landlord or tenants may bring a legal action. This section does not apply to unlawful detainer actions initiated under RCW 59.20.080 prior to the filing and service of an unlawful detainer court action; however, a tenant is not precluded from seeking relief under this chapter if the complaint claims the notice of termination violates RCW 59.20.080 prior to the filing and service of an unlawful detainer action.

[2007 c 431 § 4.]

NOTES:

Implementation—2007 c 431: See note following RCW 59.30.010.