

ATTORNEY GENERAL  
OF THE STATE OF WASHINGTON

MANUFACTURED HOUSING  
DISPUTE RESOLUTION PROGRAM

**In the Matter of the Complaints of  
Alfonso Estrada, Benjamin Arroyo-  
Pacheco, Octaviano Gutierrez Martinez,  
Jose Laris, Adan Zaldivar-Cira, Luz  
Nohelia Carreon, Elias Ochoa Against  
Laurelwood Mobile Home Park, LLC.**

**NOTICE OF VIOLATION**

**RCW 59.30.040**

**MHDRP Complaint Nos.  
546217, 546218, 546219,  
546225, 546227, 546235,  
546236**

**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 In March 2019, Alfonso Estrada, Benjamin Arroyo-Pacheco, Octaviano Gutierrez Martinez, Jose Laris, Adan Zaldivar-Cira, Luz Nohelia Carreon, and Elias Ochoa (Complainants)<sup>1</sup> filed complaints against Laurelwood Mobile Home Park (Laurelwood) with the Manufactured Housing Dispute Resolution Program (the Program). Complainants alleged that Laurelwood violated the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA), RCW 59.20.070(6), by charging a utility fee in excess of the actual utility costs. The Program contacted Laurelwood 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 Laurelwood has violated RCW 59.20.070(6) and 59.20.060(1).

<sup>1</sup> The Program has translated this Notice of Violation into Spanish for the tenants.

## II. FACTUAL BACKGROUND

- 2.1 Laurelwood Mobile Home Park (Laurelwood) is a mobile home park for purposes of RCW 59.20.030(14), and is located in Auburn, Washington.
- 2.2 During the relevant time period, Laurelwood was owned by Laurelwood Mobile Home Park, LLC.<sup>2</sup>
- 2.3 Laurelwood Mobile Home Park, LLC is registered with the Washington Secretary of State's Office, in active status.
- 2.4 Alfonso Estrada owns and resides in a manufactured/mobile home located on space rented from Laurelwood, and therefore is a tenant under RCW 59.20.030(24).
- 2.5 Benjamin Arroyo-Pacheco owns and resides in a manufactured/mobile home located on space rented from Laurelwood, and therefore is a tenant under RCW 59.20.030(24).
- 2.6 Octaviano Gutierrez Martinez owns and resides in a manufactured/mobile home located on space rented from Laurelwood, and therefore is a tenant under RCW 59.20.030(24).
- 2.7 Jose Laris owns and resides in a manufactured/mobile home located on space rented from Laurelwood, and therefore is a tenant under RCW 59.20.030(24).
- 2.8 Adan Zaldivar-Cira owns and resides in a manufactured/mobile home located on space rented from Laurelwood, and therefore is a tenant under RCW 59.20.030(24).
- 2.9 Luz Nohelia Carreon owns and resides in a manufactured/mobile home located on space rented from Laurelwood, and therefore is a tenant under RCW 59.20.030(24).
- 2.10 Elias Ochoa owns and resides in a manufactured/mobile home located on space rented from Laurelwood, and therefore is a tenant under RCW 59.20.030(24).
- 2.11 On a monthly basis, the City of Auburn bills Laurelwood the total cost of utilities, including water, sewer, storm water, garbage, and yard waste/compost. Laurelwood then calculates each tenant's share of the utilities and provides a monthly invoice to each tenant. Laurelwood calculates the amount owed by each tenant for water and sewer through individual meters located on each mobile home lot.
- 2.12 Laurelwood informed the Program that starting June 1996 it began charging tenants a monthly "Service Charge" of \$3.50 to cover "Admin costs of printing invoices paper, toner, etc." which became "part of the water invoice."
- 2.13 Laurelwood continued billing tenants the monthly Service Charge through January 2019.

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<sup>2</sup> In August 2019, 3PC Laurelwood MHP LLC and Shaindy K. LLC purchased Laurelwood from Laurelwood Mobile Home Park, LLC. However, the Notice of Violation is against Laurelwood Mobile Home Park, LLC only.

- 2.14 Laurelwood's monthly invoices to tenants either identify the Service Charge as part of the amount owing for water and sewer, or as a charge independent of utilities.
- 2.15 The City of Auburn does not bill Laurelwood a service charge for the utilities.
- 2.16 Laurelwood's rental agreements do not identify the Service Charge as an additional charge or fee.
- 2.17 Laurelwood charged 37 tenants the monthly Service Charge.

### III. LEGAL AUTHORITY

- 3.1 A landlord is prohibited from charging "to any tenant a utility fee in excess of actual utility costs..." RCW 59.20.070(6). "Actual utility costs" is defined as "the amount paid or charged, that can be shown to exist in fact, for the utility." *Narrows Real Estate, Inc. dba Rainier Vista Mobile Home Park v. MHDRP, Consumer Protection Division, Office of the Attorney General*, 199 Wn.App. 842, 857, 401 P.3d 346 (2017). Thus, RCW 59.20.070(6) "prohibits a landlord from charging tenants a utility fee that exceeds the amount that the landlord was in fact charged by, or in fact paid to, the utility provider for providing the utility." *Id.* at 864.
- 3.2 A rental agreement must contain the "terms for the payment of rent, including time and place, and any additional charges to be paid by the tenant." RCW 59.20.060(1)(a) (emphasis added).
- 3.3 A rental agreement must 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." RCW 59.20.060(1)(i).<sup>3</sup>
- 3.4 The plain language of RCW 59.30.040, gives the Program "discretion to investigate complaints, requires the [Program] to consider the impact of the complained-of violation on the community residents, at least where corrective action has not been taken, and provides the [Program] with the authority to issue orders requiring a party to cease and desist from unlawful practices and take affirmative action by requiring refunds of charges collected in violation of the MHTLA." *Narrows Real Estate*, 199 Wn.App at 862 (citing RCW 59.30.040(6)-(7)). Thus, the Program can impose park-wide corrective action that includes tenants who did not file complaints with the Program. *Id.* at 861-862 (Program did not act outside its statutory authority when it issued a Notice of Violation, based on one tenant's complaint, that included the park's violations as to other tenants and sought relief for those non-complaining tenants).

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<sup>3</sup> Amendments to RCW 59.20.060(1)(i), effective July 28, 2019, require a landlord to also provide a statement that, in the event any utilities are changed to be charged independent of the rent during the term of the rental agreement, that the rent charged is decreased proportionally. RCW 59.20.060(1)(j). Because the claims in this matter arose prior to the July 28, 2019 amendment, the Program applies RCW 59.20.060(1)(i) in effect prior to the amendment.

- 3.5 In administering the Program, the Attorney General acts to benefit the residents of the State of Washington. The Attorney General's administration of the Program is equitable in nature and "for the purpose of protecting the public, fostering fair and honest competition, and regulating the factors unique to the relationship between the manufactured/mobile home tenant and the manufactured/mobile home community landlord." RCW 59.30.010(1), (3).
- 3.6 RCW 59.30 does not apply a statute of limitations to actions initiated by the Attorney General, and thus no limitations apply to such actions under RCW 59.30. *See State v. LG Electronics, Inc.*, 186 Wn.2d 1, 13, 375 P.3d 636 (2018) (unless there is an express provision to the contrary, no statute of limitations applies to actions in the name of or for the benefit of the State); *See also*, RCW 4.16.160 ("...there shall be no limitation to actions brought in the name or for the benefit of the state...").
- 3.7 Because the legislature intended the Attorney General's enforcement of RCW 59.30 to benefit the public generally – RCW 59.30.010(1), (3) – a statute of limitations does not apply to actions under RCW 59.30 merely because private individuals would benefit. *See State v. LG Electronics*, 186 Wn.2d at 14 (rejecting argument that a statute of limitations applies to State action under the Consumer Protection Act (CPA), RCW 19.86, where consumers may benefit from restitution because the CPA's purpose is to protect the public and foster fair and honest competition and the Attorney General acts for the benefit of the public when bringing a CPA action.) (internal quotes and cites omitted).
- 3.8 Therefore, the Attorney General is immune from limitations periods in seeking corrective action and other permitted actions under RCW 59.30. *See also, State v. LG Electronics*, 186 Wn.2d at 5, 18 (allowing State's claim for restitution for alleged violations of the CPA spanning more than 12 years).

#### IV. VIOLATIONS

- 4.1 Laurelwood Mobile Home Park, LLC violated RCW 59.20.070(6) by charging Laurelwood tenants a monthly \$3.50 Service Charge, in excess of the actual utility cost.
- 4.2 Laurelwood Mobile Home Park, LLC violated RCW 59.20.060(1)(a) by charging Laurelwood tenants a monthly \$3.50 Service Charge, without identifying this additional charge in its rental agreements.
- 4.3 Laurelwood Mobile Home Park, LLC violated RCW 59.20.060(1)(i)<sup>4</sup> by charging Laurelwood tenants a monthly \$3.50 Service Charge, without identifying this fee to be charged in its rental agreements.

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<sup>4</sup> In effect prior to July 28, 2019.

## V. CORRECTIVE ACTION

5.1 Laurelwood Mobile Home Park, LLC must, within fifteen (15) business days of receipt of this Notice, reimburse to Laurelwood tenants the amounts as follows:

|        | <b>Tenant</b>         | <b>Space</b> | <b>Move-in date</b> | <b>Months Owed<sup>5</sup></b> | <b>Reimbursement</b> |
|--------|-----------------------|--------------|---------------------|--------------------------------|----------------------|
| 5.1.1  | Noe Cayeros           | 1            | 5/1/07              | 140                            | \$490.00             |
| 5.1.2  | Grinomalda Acosta     | 2            | 8/1/14              | 53                             | \$185.50             |
| 5.1.3  | Thomas Lopez          | 3            | 8/1/13              | 65                             | \$227.50             |
| 5.1.4  | Adan Zaldivar-Cira    | 4            | 8/1/06              | 149                            | \$521.50             |
| 5.1.5  | Don Zahner            | 5            | 1/1/97              | 264                            | \$924.00             |
| 5.1.6  | Alfonso Estrada       | 6            | 12/1/17             | 13                             | \$45.50              |
| 5.1.7  | Karen Brownfield      | 7            | 8/1/02              | 197                            | \$689.50             |
| 5.1.8  | Francisco de la Torre | 8            | 2/16/14             | 59                             | \$206.50             |
| 5.1.9  | Martalee Thomas       | 9            | 11/10/10            | 98                             | \$343.00             |
| 5.1.10 | Nicolas Escamilla     | 10           | 6/29/18             | 7                              | \$24.50              |
| 5.1.11 | Oliverio Garcia       | 12           | 10/1/16             | 27                             | \$94.50              |
| 5.1.12 | Shanon Wright         | 13           | 3/1/99              | 238                            | \$833.00             |
| 5.1.13 | Raymond Rasar         | 14           | 4/15/99             | 237                            | \$829.50             |
| 5.1.14 | Leonardo Hernandez    | 15           | 10/1/15             | 39                             | \$136.50             |
| 5.1.15 | Cirilo Lopez          | 16           | 5/1/16              | 32                             | \$112.00             |
| 5.1.16 | Hugo Zacapu           | 17           | 10/26/02            | 195                            | \$682.50             |
| 5.1.17 | Carlos Balderrama     | 18           | 10/1/12             | 75                             | \$262.50             |
| 5.1.18 | David Lopez           | 19           | 3/28/18             | 10                             | \$35.00              |
| 5.1.19 | Robin Roberts         | 21           | 2/20/00             | 227                            | \$794.50             |
| 5.1.20 | Jose Laris            | 22           | 1/11/08             | 132                            | \$462.00             |
| 5.1.21 | Rogelio Arellano      | 23           | 11/1/02             | 194                            | \$679.00             |

<sup>5</sup> The move in month is not calculated for purposes of determining the months owed.

|        |                              |    |          |     |          |
|--------|------------------------------|----|----------|-----|----------|
| 5.1.22 | Efrain Martinez              | 24 | 10/24/15 | 39  | \$136.50 |
| 5.1.23 | Beatrice Larios              | 25 | 11/1/08  | 122 | \$427.00 |
| 5.1.24 | Alfredo Larios               | 26 | 1/1/13   | 72  | \$252.00 |
| 5.1.25 | Benjamin Arroyo-Pacheco      | 27 | 6/1/14   | 55  | \$192.50 |
| 5.1.26 | Jose Duran                   | 28 | 10/21/18 | 3   | \$10.50  |
| 5.1.27 | Felix Antunez                | 29 | 9/1/11   | 88  | \$308.00 |
| 5.1.28 | Hugo Zuniga                  | 30 | 6/15/14  | 55  | \$192.50 |
| 5.1.29 | Maria Valazues               | 31 | 8/1/11   | 89  | \$311.50 |
| 5.1.30 | Cesar Cananas                | 32 | 1/1/11   | 96  | \$336.00 |
| 5.1.31 | Carlos Ramirez               | 33 | 4/1/16   | 33  | \$115.50 |
| 5.1.32 | Jose Guardado                | 34 | 4/1/11   | 93  | \$325.50 |
| 5.1.33 | Elias Ochoa                  | 35 | 6/1/10   | 103 | \$360.50 |
| 5.1.34 | Luz Nohelia Carreon          | 36 | 10/1/15  | 39  | \$136.50 |
| 5.1.35 | Maria Servin                 | 37 | 8/1/05   | 161 | \$563.50 |
| 5.1.36 | Octaviano Gutierrez Martinez | 38 | 5/1/16   | 32  | \$112.00 |
| 5.1.37 | Gregorio Perez               | 39 | 1/5/05   | 168 | \$588.00 |

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

Signed this 21<sup>st</sup> day of February, 2020.

MANUFACTURED HOUSING DISPUTE  
RESOLUTION PROGRAM

ROBERT W. FERGUSON  
Attorney General



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

## 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 you 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 I served a copy of this document on the following parties via the following methods:

|   |   |
|---|---|
| Laurelwood Mobile Home Park, LLC<br>Attn: Andrew Cho<br>1118 NW 130 <sup>th</sup> St<br>Seattle, WA 98177 | <input checked="" type="checkbox"/> Certified Mail, Receipt Requested |
| 3PC Laurelwood MHP LLC<br>221 Main St #2039<br>Los Altos, CA 94023  | <input checked="" type="checkbox"/> Certified Mail                    |
| Alfonso Estrada<br>3710 A St SE #6<br>Auburn, WA 98002  | <input checked="" type="checkbox"/> Certified Mail                    |
| Benjamin Arroyo-Pacheco<br>3710 A St SE #27<br>Auburn, WA 98002   | <input checked="" type="checkbox"/> Certified Mail                    |
| Octaviano Gutierrez Martinez<br>3710 A St SE #38<br>Auburn, WA 98002                                      | <input checked="" type="checkbox"/> Certified Mail                    |
| Jose Laris<br>3710 A St SE #22<br>Auburn, WA 98002  | <input checked="" type="checkbox"/> Certified Mail                    |
| Adan Zaldivar-Cira<br>3710 A St SE #4<br>Auburn, WA 98002   | <input checked="" type="checkbox"/> Certified Mail                    |
| Luz Nohelia Carreon<br>3710 A St SE #36<br>Auburn, WA 98002   | <input checked="" type="checkbox"/> Certified Mail                    |
| Elias Ochoa<br>3710 A St SE #35<br>Auburn, WA 98002   | <input checked="" type="checkbox"/> Certified Mail                    |
| Noe Cayeros<br>3710 A St SE #1<br>Auburn, WA 98002  | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Grinomalda Acosta<br>3710 A St SE #2<br>Auburn, WA 98002  | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Thomas Lopez<br>3710 A St SE #3<br>Auburn, WA 98002   | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |

|  |   |
|--|---|
| Don Zahner<br>3710 A St SE #5<br>Auburn, WA 98002            | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Karen Brownfield<br>3710 A St SE #7<br>Auburn, WA 98002      | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Francisco de la Torre<br>3710 A St SE #8<br>Auburn, WA 98002 | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Martalee Thomas<br>3710 A St SE #9<br>Auburn, WA 98002       | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Nicolas Escamilla<br>3710 A St SE #10<br>Auburn, WA 98002    | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Oliverio Garcia<br>3710 A St SE #12<br>Auburn, WA 98002      | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Shanon Wright<br>3710 A St SE #13<br>Auburn, WA 98002        | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Raymond Rasar<br>3710 A St SE #14<br>Auburn, WA 98002        | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Leonardo Hernandez<br>3710 A St SE #15<br>Auburn, WA 98002   | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Cirilo Lopez<br>3710 A St SE #16<br>Auburn, WA 98002         | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Hugo Zacapu<br>3710 A St SE #17<br>Auburn, WA 98002          | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Carlos Balderrama<br>3710 A St SE #18<br>Auburn, WA 98002    | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| David Lopez<br>3710 A St SE #19<br>Auburn, WA 98002          | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Robin Roberts<br>3710 A St SE #21<br>Auburn, WA 98002        | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Rogelio Arellano<br>3710 A St SE #23<br>Auburn, WA 98002     | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |

|   |   |
|---|---|
| Efrain Martinez<br>3710 A St SE #24<br>Auburn, WA 98002 | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Beatrice Larios<br>3710 A St SE #25<br>Auburn, WA 98002 | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Alfredo Larios<br>3710 A St SE #26<br>Auburn, WA 98002  | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Jose Duran<br>3710 A St SE #28<br>Auburn, WA 98002      | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Felix Antunez<br>3710 A St SE #29<br>Auburn, WA 98002   | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Hugo Zuniga<br>3710 A St SE #30<br>Auburn, WA 98002     | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Maria Valazues<br>3710 A St SE #31<br>Auburn, WA 98002  | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Cesar Cananas<br>3710 A St SE #32<br>Auburn, WA 98002   | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Carlos Ramirez<br>3710 A St SE #33<br>Auburn, WA 98002  | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Jose Guardado<br>3710 A St SE #34<br>Auburn, WA 98002   | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Maria Servin<br>3710 A St SE #37<br>Auburn, WA 98002    | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |
| Gregorio Perez<br>3710 A St SE #39<br>Auburn, WA 98002  | <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid |

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

DATED this 21<sup>st</sup> day of February, 2020, 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.