

ATTORNEY GENERAL
OF THE STATE OF WASHINGTON

MANUFACTURED HOUSING
DISPUTE RESOLUTION PROGRAM

In the Matter of the Complaints of Ariel Paradisr, Linda Robison, Dallas Busse, Elizabeth Cook, Timothy Dolan, Susan Gill, Ted Heath, Marlene King, Tina King, and Margaret Parker Against Beacon Charters and RV Park, LLC, Deer Point Meadows Investments, LLC, Michael Werner, and Denise Werner

**ORDER TO CEASE AND DESIST
and NOTICE OF VIOLATION**

RCW 59.30.040

**MHDRP Complaint Nos.
614762; 620817; 614764; 620818;
614762; 614763; 614700; 614697;
621415; 614691; 614491; 613895;
614237**

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 Order and Notice, which outlines the procedures under RCW 59.30.040 for filing an appeal.

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

I. INTRODUCTION

- 1.1 Between March and April 2022, the tenants identified in Section 2.11 (Complainants) filed complaints against Beacon Charters and RV Park, LLC (Beacon RV) with the Manufactured Housing Dispute Resolution Program (the Program). Complainants alleged that Beacon RV violated the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA), RCW 59.20, by issuing a notice dated February 25, 2022 ordering the tenants to vacate the park by March 28, 2022. Complainants further alleged a violation of RCW 59.20 related to a notice that utilities would be shut-off on April 12, 2022.

- 1.2 The February 25, 2022 notice to vacate was issued by Michael and Denise Werner prior to their purchase of Beacon Charters and RV Park, signed by “Management.” Thus, they had no authority to issue the notice.
- 1.3 The Program initiated its dispute resolution services, and after representatives of the Program and Beacon RV met, the notices were rescinded and the utilities remained on. Beacon RV informed the Program that they would apprise the Program of any future notices.
- 1.4 Without first notifying the Program, on June 24, 2022 Beacon RV filed 15 complaints to terminate the tenancy and Unlawful Detainers (UDAs) in Pacific County Superior Court against the remaining tenants at Beacon RV.
- 1.5 The UDAs referenced the February 25, 2022 notice as a basis for an unlawful detainer. The Program received additional complaints related to these UDAs.
- 1.6 As more fully set forth below, the Program concludes that Beacon Charters and RV Park (the Park) is a mobile home park subject to RCW 59.20. Tenants at the Park have been operating under implied annual rental agreements at the Park at all times referenced in this Order and Notice.
- 1.7 Given the exigent nature of the UDAs, and Beacon RV’s actions following previous attempts at dispute resolution, the Program concludes that an agreement cannot be negotiated between the parties.
- 1.8 The Program further concludes that Beacon RV, under the ownership of Michael and Denise Werner, has violated RCW 59.20 by: 1) not operating in good faith in enforcing rights or remedies under the MHLTA, 2) issuing unlawful notices to vacate, 3) taking retaliatory actions against tenants who filed complaints with the Attorney General’s Office, 4) through its agents or otherwise, issuing notices to vacate in an aggressive manner while armed, including entering a tenant’s home without permission, 5) failing to maintain a safe and clean premises in the common areas, 6) allowing a rat infestation to occur at the Park, 7) not offering written rental agreements to the tenants, 8) improperly serving tenants’ notices, and 9) not accepting tenants’ rent through the means provided by the MHLTA.

II. FACTUAL BACKGROUND

- 2.1 Beacon Charters and RV Park (the Park) is a mobile home park located at 332 Elizabeth Avenue NE, Ilwaco, WA 98624.
- 2.2 The Park was previously owned by Mike Cassinelli, the Mayor of Ilwaco. Mike Cassinelli sold the Park to Michael and Denise Werner, with a date of sale of April 6, 2022.
- 2.3 “Beacon RV” refers collectively to Beacon Charters and RV Park, LLC (registered with the Washington Secretary of State’s Office on February 28, 2022 and identifying Denise

Werner as the executor); Deer Point Meadows Investments LLC;¹ and Michael and Denise Werner.

- 2.4 In March 2022, the Park was estimated to have 25-30 park models, with approximately 45-50 total tenants, including veterans. Many of the tenants have lived in the Park for several years – some for over 20 years. A significant portion of the tenants are living with disabilities and unable to work. (Exhibit 1: Letter from Pacific County Public Health and Human Services).
- 2.5 Many of the park models have permanent fixtures, including stairs, sheds, garden beds, fences and wheel-chair ramps. (See below and Exhibits 2a-f; photos of Beacon RV, taken by Pacific County Public Health and Human Services in March 2022).



Park model with wheel-chair ramp.

¹ The April 19, 2022 letter to tenants (see Section 2.29) from Beacon RV stated: “Beacon Charters and RV Park, LLC, Deerpoint Meadows Investments, LLC and Michael and Denise Werner (collectively referred to as “Beacon”).” Exhibit 10.



Park model with fencing and a shed.



Park model with shed.



Park model with enclosed porch.

- 2.6 Complainant Susan Gill reported to the Program that she has lived at the Park for fourteen years. She reported having permanent fixtures, including a porch, a walkway, and a fence for her pet.
- 2.7 Complainant Elizabeth Cook reported to the Program that she has lived at the Park for twenty-two years. She reported having stairs permanently affixed to her mobile home.
- 2.8 As a result of Beacon RV's unlawful conduct, only approximately 15 park models remain in the Park.
- 2.9 Prior to purchasing the Park, Michael and Denise Werner issued a notice to the Park tenants dated February 25, 2022 ordering them to vacate the property by March 28, 2022. The notice misrepresented the status of the sale of the Park, stating "the property has been sold

and the new ownership will need to start immediately on improvements on the property.” The notice also misrepresented the party issuing the notice by signing the notice as “Management.” (Exhibit 3; February 25, 2022 notice to vacate).

- 2.10 The Program received several complaints related to the notice to vacate issued on February 25, 2022. Complaints were submitted both directly by tenants of the Park and by Thurston County Volunteer Legal Services on behalf of tenants living at the Park. The complainants are as follows:
- Margaret Parker, Complaint No. 614237;
 - Linda Robison, Complaint No. 614764;
 - Elizabeth Cook, Complaint No. 614763;
 - Dallas Busse, Complaint No. 614762;
 - Tina King, Complaint Nos. 616152, 613895;
 - Timothy Dolan, Complaint No. 614700;
 - Susan Gill, Complaint No. 614697;
 - Ted Heath, Complaint No. 614691;
 - Marlene King, Complaint No. 614491.
- 2.11 No known written rental agreements exist between the Complainants identified in Section 2.10 and the Park.
- 2.12 After receiving the complaints from the Complainants, the Program initiated its dispute resolution program services under RCW 59.30.040.
- 2.13 On March 18, 2022, the Program contacted the ownership of the Park at the time, Mike Cassinelli, Mayor of Ilwaco. Counsel for Mr. Cassinelli informed the Program that Mike Cassinelli was still the owner of the Park, and that Mike Cassinelli did not authorize the notice dated February 25, 2022.
- 2.14 Mike Cassinelli issued a notice to the Park tenants dated March 22, 2022. The notice stated “You recently received a notice of termination of your tenancies. Although that notice was typewritten and signed ‘Management’ it did not come from me. It was not authorized by me and you can ignore it.” (Exhibit 4a; March 22, 2022 Notice by Cassinelli).
- 2.15 On March 24, 2022, Mike Cassinelli, through a private investigator, hand delivered the notice referenced in Section 2.14, in addition to a “Notice of Sale” of the Park on the back side of the notice. The notices were personally served to tenants at the Park. (Exhibit 4b; March 24, 2022 Notice by Cassinelli and proof of service).
- 2.16 On April 6, 2022, the same day Michael and Denise Werner purchased the Park, two or three individuals representing Beacon RV, one armed with a firearm, distributed notices to the Park’s tenants. Tenants reported to the Program feeling intimidated by the manner in which the notices were handed out, and the police were called.

- 2.17 One tenant reported to the Program that the Beacon RV representative armed with a firearm entered her home without permission and handed her the notice.
- 2.18 Despite Mike Cassinelli's March 22, 2022 notice informing the tenants that the February 25, 2022 notice to vacate was unauthorized, Beacon RV's April 6, 2022 notice stated that the "Notice to Vacate [dated February 25, 2022] has expired as of March 28th, 2022. All remaining recreational vehicles will be physically removed at owners expense. Park improvements are scheduled to begin April 13, 2022." The notice was again deceptively signed by "Management" and directed questions to a phone number for Deer Point Meadows Investments. (Exhibit 5; April 6, 2022 notice to vacate).
- 2.19 The April 6 notice also stated that the "utilities (Water, Sewer, Septic, Garbage, Electric, etc.)" would be disconnected on April 12, 2022. (Exhibit 5).
- 2.20 On or around April 12, 2022, representatives of Beacon RV posted a notice on the Beacon RV premises stating: "ATTENTION: DUE TO UNSAFE CONDITIONS PARK WILL BE CLOSED FOR BUSINESS AS OF 04/13/2022 UTILITIES WILL BE TURNED OFF AND ALL TENANTS MUST VACATE." (Exhibit 6, bathroom notice).
- 2.21 At least one tenant at Beacon RV is reportedly reliant on consistent electricity to maintain basic healthcare needs for use of an oxygen machine, reporting that even a temporary loss of power would put their health into jeopardy.
- 2.22 On April 13, 2022, the Program, counsel for certain Park tenants, Michael Werner, and counsel for Beacon RV held a meeting. At that meeting, Beacon RV represented it would 1) rescind the notices to vacate and to shut off utilities, 2) not pursue eviction of the Park tenants at that time, and 3) apprise the Attorney General's Office of any future notices Beacon RV planned to issue to the Park tenants.
- 2.23 Further, at this April 13, 2022 meeting, Beacon RV represented there were electrical issues at the Park that created safety issues. The Program requested Beacon RV provide additional information related to this alleged issue.
- 2.24 Beacon RV, through Michael Werner, issued a notice dated April 13, 2022 to the Park tenants rescinding the prior notices, stating, in part, "please be advised the notice to vacate we issued is withdrawn. In addition, we will not be turning off the power at the park." (Exhibit 7; April 13, 2022 notice).
- 2.25 The April 13, 2022 notice also stated "We are currently working with government officials to inspect the electrical system at the Park as well the other conditions of occupancy to determine the best course of action in relation to resolving the safety concerns with electrical system (improper hookups/overloading the electrical pedestals with multiple RVs connected to a single pedestal) and other park improvements. While we are working with governmental officials, please limit your electrical usage as best you can to reduce the load drawn from each electrical meter/pedestal." (Exhibit 7).

- 2.26 Beacon RV sent a letter to Park tenants dated April 15, 2022 informing the tenants that generators were being installed “in order to minimize the hazard presented by the current condition of the RV Park’s electrical system.” (Exhibit 8; April 15, 2022 letter).
- 2.27 On, April 18, 2022, the Program e-mailed counsel for Beacon RV, requesting updates related to any information about safety or fire hazards. (See Exhibit 9, e-mail to Mark Passannante).
- 2.28 The Program has not received any specific information from Beacon RV or its counsel related to any electrical or safety issues at the park, despite representations that such information would be forthcoming.
- 2.29 Soon after the April 13, 2022 meeting, Beacon RV sent a letter to the Park tenants dated April 19, 2022 offering any tenant \$2,000 per rental agreement to move from the Park, if the tenant accepted the offer by April 22, 2022, 5:00 pm. (Exhibit 10; April 19, 2022 letter).
- 2.30 On June 7, 2022, the Program informed Complainants that the Program closed its investigation of the complaints relating to the February 25, 2022 eviction notices because Beacon RV rescinded the notices for closure and eviction.
- 2.31 Subsequently, the Program was informed of a number of habitability problems at the Park including, 1) the garbage dumpsters at the Park were in violation of local ordinances because they were not covered with lids; 2) garbage at the Park was accumulating due to Beacon RV’s failure to properly dispose of the garbage; 3) a rodent infestation occurred as a result of failure to properly dispose of the garbage; and 4) issues with the common premises shower access relating to access and maintenance.
- 2.32 On June 23, 2022, Beacon Charters and RV Park, LLC, FKA Beacon RV Park, filed Complaints for Termination of Tenancy under RCW 59.20.230 or 59.18.120, and Unlawful Detainers (UDAs) in Pacific County Superior Court on the fifteen remaining park models at the Park. (See e.g., Exhibit 11; Beacon RV Complaint for Termination of Tenancy and Unlawful Detainer (“Complaint”).
- 2.33 The UDAs allege in part, that a “February 25, 2022” notice went out to tenants, “advising them of the issues and offering the tenants rental space in a different park owned and operated by the Plaintiff in the surrounding area with a possibility of returning after the completion of the repairs.” (Exhibit 11, Complaint at 2).
- 2.34 The UDAs claimed that “seller” sent a “notice to quit to residents of the Park on or about February 25, 2022 advising them that the term of the lease expired.” (Exhibit 11, Complaint at 6).
- 2.35 The UDAs state that “plaintiff purchased the predecessor’s lessor’s RV park business and entered into a new lease of the Premises for the use as the RV Park with the Port of Ilwaco.” (Exhibit 11, Complaint at 2).

- 2.36 The UDAs request “an order of removal of Defendants from the Premises, enforceable by Writs of Restitution directing the Pacific County Sheriff to deliver possession of the Premises to Plaintiff.” (Exhibit 11, Complaint at 6).
- 2.37 The UDAs were filed against at least four tenants who had previously filed a complaint with the Program related to the February 25, 2022 notice: Timothy Dolan; Margaret Parker; Susan Gill; and Dallas Busse.
- 2.38 On June 29, 2022, the Program received two additional complaints relating to Beacon RV. Complaint No. 620817 from Ariel Paradisr, and Complaint No. 620818 from Dallas Busse. Both complaints referred to the UDA actions, including improper termination of tenancy.
- 2.39 Ariel Paradisr’s complaint further alleged that Beacon RV was neglecting the Park and using intimidation and scare tactics to drive out tenants.
- 2.40 Ariel Pardisr’s complaint further alleged that the UDAs were improperly served.
- 2.41 Dallas Busse’s complaint also alleged that Beacon RV was using intimidation to drive out tenants.
- 2.42 Dallas Busse’s complaint further alleged Beacon RV reached inside a home without permission in an attempt to serve Beacon RV’s UDA against that tenant.
- 2.43 On July 8, 2022, the Program received an additional complaint from Susan Gill, Complaint No. 621415, submitted on her behalf by Thurston County Volunteer Legal Services relating to the UDA action filed by Beacon RV against Ms. Gill.
- 2.44 Due to Beacon RV’s unlawful behavior, a majority of tenants were forced to leave the Park.
- 2.45 Upon information and belief, current ownership of Beacon RV has not provided the tenants with the means to submit rent payments that were previously available to Park tenants, including a mailing address or a physical office to submit rent.
- 2.46 The Program informed Beacon RV regarding the complaint filed by Ariel Pardisr, and additional complaints filed by Dallas Bussee and Susan Gill. Beacon RV has not provided any response to these complaints.²

III. LEGAL AUTHORITY

² The Program initially mailed notices of complaints 620818 and 620817 to PO Box 74 in Ilwaco, WA and to the Park at 332 Elizabeth Ave SE, Ilwaco, WA. The notices incorrectly were addressed to “Mike Cantinelli” but also included “Robert Phed,” identified counsel for Michael and Denise Werner and Beacon Charters and RV Park LLC. The same notices were sent through e-mail to Robert Phed of Broer & Passannante. On July 11, 2022 the Program sent additional notice of complaint 621415 to Broer & Passannante PS at 8904 NE Hazel Dell Ave, Vancouver, WA 98665, in addition to Broer & Passannante e-mail addresses.

- 3.1 The MHLTA applies to legal rights, remedies, and obligations arising between tenants and landlords at mobile home parks. RCW 59.20.040.
- 3.2 A “mobile home park” means “any real property which is rented or held out for rent to others for the placement of two or more mobile homes, manufactured homes, or park models for the primary purpose of production of income, except where such real property is rented or held out for rent for seasonal recreational purpose only and is not intended for year-round occupancy.” RCW 59.20.030(14).
- 3.3 A “Park model” is a “1) a recreational vehicle fixed or intended to be fixed in position for use or lasting for an indefinite time in position for use and 2) is used as a primary residence.” *Allen v. Dan and Bill’s RV Park*, 6 Wn. App. 2d 349, 369, (2018), *review denied*, 194 Wn.2d 1010 (2019). *See also*, RCW 59.20.030(18).
- 3.4 The Park is a mobile home park because it is real property that has been rented or held out for rent for the placement of two or more park models for the primary purpose of production of income, including renting out to tenants who have lived in the Park for several to over 20 years.
- 3.5 The MHLTA imposes a duty of good faith on landlords and tenants in the performance or enforcement of rights and remedies under the MHLTA. RCW 59.20.020.
- 3.6 The MHLTA provides that “unless otherwise agreed rental agreements shall be for a term of one year. Any rental agreement of whatever duration shall be automatically renewed for the term of the original rental agreement, unless a different specified term is agreed upon.” RCW 59.20.090(1).
- 3.7 Where a mobile home space does not have a written rental agreement, the agreement is considered an “implied rental agreement” for a period of one year, renewed automatically for one year. *TST, LLC v. Manufactured Hous. Disp. Resol. Program of Off. of Att’y Gen.*, 17 Wn. App. 2d 662, 669–70, 485 P.3d 977 (2021).
- 3.8 “To promote long term and stable mobile home lot tenancies, the Legislature established an unqualified right at the beginning of the tenancy to a one-year term, automatic renewal at the end of the one-year rental term, and the right to a one-year term at any anniversary date of the tenancy.” *Holiday Resort Cmty. Ass’n v. Echo Lake Assocs., LLC*, 134 Wn. App. 210, 225, 135 P.3d 499 (2006).
- 3.9 A landlord must accept a personal check, cashier’s check, or money order for any payment of rent made by a tenant. RCW 59.20.134.
- 3.10 A landlord shall not terminate or fail to renew a tenancy of a tenant or the occupancy of an occupant, of whatever duration except for one or more of the reasons listed in RCW 59.20.080(1). RCW 59.20.080.

- 3.11 If a landlord seeks to terminate a tenancy or fails to renew a tenancy due to a “change of land use of the mobile home park” including “closure of the mobile home park or conversion to a use other than for mobile homes” the landlord “shall give the tenants twelve months’ notice in advance of the effective date of such change.” RCW 59.20.080(1)(e).
- 3.12 The landlord shall state in any notice of eviction required by RCW 59.20.080(1) the specific reason for eviction in a clear and concise manner. RCW 59.20.150(3).
- 3.13 Any notice required under RCW 59.20 given to a tenant shall be served on behalf of the landlord by “a) delivering a copy personally to the tenant; or b) if the tenant is absent from the mobile home, manufactured home, or park model by affixing a copy of the notice in a conspicuous place on the mobile home, manufactured home, or park model and also sending a copy through the mail addressed to the tenant at the tenant’s last known address.” RCW 59.20.150(1).
- 3.14 A landlord shall not “evict a tenant,” “decline to renew a rental agreement,” or “decrease services” in retaliation for actions of a tenant taken in good faith, including “filing a complaint.” RCW 59.20.070(5).
- 3.15 Initiation by the landlord of any action listed in RCW 59.20.070(5) within one hundred twenty days after a good faith and lawful act shall create a rebuttable presumption affecting the burden of proof, that the action is a reprisal or retaliatory action against the tenant. RCW 59.20.075.
- 3.16 Landlords have a duty to “maintain and protect all utilities provided to the mobile home, manufactured home, or park model in good working condition.” RCW 59.20.130(6).
- 3.17 Landlords shall not “intentionally cause termination or interruption of any tenant’s utility services, including water, heat, electricity, or gas, except when an interruption of a reasonable duration is required to make necessary repairs.” RCW 59.20.070(6).
- 3.18 Absent specific circumstances not at issue, landlords have a duty to “respect the privacy of tenants and shall have no right of entry to a mobile home, manufactured home, or park model without the prior written consent of the occupant....” RCW 59.20.130(7).
- 3.19 RCW 59.30.040 gives the Program discretion when conducting an investigation after receiving a complaint, and when conducting the investigation the Program is “required to consider the impact of the complained-of violations on the entire community” *Narrows Real Estate, Inc. v. MHDRP, Consumer Prot. Div.*, 199 Wn. App. 842, 847, 401 P.3d 346 (2017). 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).

- 3.20 RCW 59.30.040(7) gives the Program authority to require the respondent to take affirmative actions that in the judgment of the Attorney General will carry out the purposes of the MHLTA, including “reasonable action necessary to correct a statutory or rule violation.”

IV. VIOLATIONS

- 4.1 Beacon RV violated RCW 59.20.020 by using a twice-rescinded notice as a basis to evict tenants at the Park. The February 25, 2022 notice (Exhibit 3) was ambiguous and deceptive, signed by “Management” without properly identifying a signatory, and caused considerable confusion amongst the Park tenants. Mr. Cassinelli indicated to the Program that the February 25, 2022 notice was not sent by him, he was still the owner of the Park at the time, and served a separate notice on the tenants that they could “ignore” the February 25 notice. Present Park ownership (Michael and Denise Werner) were aware of this rescission. Once ownership of the Park transitioned to the Michael and Denise Werner, and after Beacon RV met with the Program pursuant to dispute resolution, Beacon RV issued a letter, signed by Michael Werner, that the “notice to vacate” was withdrawn. Despite two notices of rescissions of the February 25, 2022 notice, one by Michael Werner himself, Beacon RV cites to that same notice in Unlawful Detainer Actions filed against the Park tenants. Such actions were done in bad faith.
- 4.2 Beacon RV separately violated RCW 59.20.020 by issuing the February 25, 2022 notices to vacate prior to its legal ownership of the Park.
- 4.3 Beacon RV violated RCW 59.20.080 by issuing its February 25, 2022 notices to vacate without providing any proper notice of eviction. Beacon RV’s execution of a new lease related to the underlying land, with the intention to convert the land to a seasonal RV Park, acts as a change of land-use. RCW 59.20.080(1)(e) requires twelve months’ notice to terminate tenancies based on a change of land use, not 30-days.
- 4.4 Beacon RV violated RCW 59.20.150(3) by not clearly stating the reasons for which the tenants’ tenancies were to be terminated in its February 25, 2022 notice.
- 4.5 Alternatively, because Beacon RV was not the Park’s landlord at the time of issuing the February 25, 2022 notice, Beacon RV violated RCW 59.20 by attempting to evict the Park tenants without issuing and serving the required notices under RCW 59.20.080 and 59.20.150.
- 4.6 Beacon RV violated RCW 59.20.080 by issuing the April 6, 2022 notices without providing Park tenants the required 12-month notice period under RCW 59.20.080(1)(e).
- 4.7 Beacon RV violated RCW 59.20.130(6) by issuing the April 6, 2022 notices that utilities would be disconnected, attempting to circumvent the landlord’s duties to maintain and protect all utilities in good working condition and causing tenants to believe they would imminently lose access to basic health needs.

- 4.8 Beacon RV violated RCW 59.20.150(3) by not stating a specific reason for eviction in a clear manner in its April 6, 2022 notices.
- 4.9 Beacon RV violated MHLTA 59.20.130(7) by handing out the April 6, 2022 notices in an aggressive manner, while armed, and entering a home without the tenant's permission.
- 4.10 Beacon RV violated RCW 59.20.150(1) by posting a notice of imminent utility shut-off (Exhibit 6) on the common premises on or about April 12, 2022 without delivery of the same notice to the tenants' last known addresses.
- 4.11 Beacon RV violated RCW 59.20.060 by failing to offer tenants a written rental agreement.
- 4.12 Beacon RV violated RCW 59.120.134 by not allowing tenants to pay rent with a personal check, cashier's check, or money order for any payment of rent made by a tenant.
- 4.13 Beacon RV violated RCW 59.20.130(1) by failing to comply with local statutes applicable to the Park, including maintaining proper garbage services.
- 4.14 Beacon RV violated RCW 59.20.130(3) by failing to maintain a proper garbage access for the tenants and allowing a culmination of garbage at the Park, creating a hazard.
- 4.15 Beacon RV violated RCW 59.20.130(3) by failing to maintain the common area showers in a clean manner.
- 4.16 Beacon RV violated RCW 59.20.130(5) by allowing a rodent infestation on the premises.
- 4.17 Beacon RV violated RCW 59.20.070(5) by attempting to evict tenants in retaliation to those tenants filing complaints with the Attorney General's Office.
- 4.18 Beacon RV violated RCW 59.20.070(5) by decreasing park services in retaliation to tenants filing complaints with the Attorney General's Office, including maintenance of the common premises and garbage collection.

V. ORDER TO CEASE AND DESIST

- 5.1 Pursuant to RCW 59.30.040(7), IT IS HEREBY ORDERED, that Beacon RV:
 - 5.1.1 Immediately cease and desist from the conduct giving rise to the Corrective Action stated in Section 6.1; and
 - 5.1.2 Provide the same \$2,000.00 relocation assistance Beacon RV previously offered to tenants (Exhibit 10) or actual relocation costs, whichever is greater, on a per rental agreement basis, to any tenant who has not already received the \$2,000.00 payment and who left the Park after the February 25,

2022 notice within fifteen (15) business days of receipt of the Order and Notice.

5.1.3 The payment required in Section 5.1.2 shall be submitted to the Program for distribution to the affected tenants.

5.2 This Order shall take effect when received by Beacon RV, including through Beacon RV's counsel.

5.3 This Order shall become permanent by operation of law if Beacon RV does not request a hearing within fifteen (15) business days of receipt of this Notice and Order.

VI. CORRECTIVE ACTION

6.1 Pursuant to RCW 59.30.040(5)(a) and (6), within 15 business days of receipt of this notice, Beacon RV must:

6.1.1 Discontinue attempts to evict the tenants at the Park without the proper 12-months' notice due to a change of land use, or by otherwise following provisions set forth in RCW 59.20.080(1)(e);

6.1.2 Not restrict tenants' access to the Park and its amenities;

6.1.3 Maintain and protect all utilities at the Park, including power, water, sewage, and garbage;

6.1.4 Remove any notices posted at the Park informing tenants of a utility shut-off;

6.1.5 Maintain all common premises in a reasonably clean, sanitary, and safe manner including the garbage and common bathroom and shower areas;

6.1.6 Ensure the garbage is accessible to all tenants, and that the garbage bins are properly covered and maintained pursuant to city and county codes;

6.1.7 Investigate and exterminate any rodent infestation at the Park;

6.1.8 Provide written rental agreements to the remaining tenants at Beacon RV that comply with the provisions of RCW 59.20.060; and

6.1.9 Accept tenants' rent and provide written receipts as required under RCW 59.20.134;

- 6.2 Failure to take the corrective action set forth in Section 6.1 within fifteen (15) business days of receipt of this Notice and Order will result in the imposition of a \$250 per violation per day fine, for each day that a violation remains uncorrected.

Signed this 20th day of July, 2022.

MANUFACTURED HOUSING DISPUTE
RESOLUTION PROGRAM

ROBERT W. FERGUSON
Attorney General



SEBASTIAN MILLER
Assistant Attorney General, WSBA # 50261

APPEAL RIGHTS

Either party may appeal this Order to Cease and Desist and Notice of Violation by requesting a hearing before an administrative law judge. If neither party appeals this Order and Notice, the Order to Cease and Desist and 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 Order and 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 Order and 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:

Broer & Passannante, P.S. Attention: Beacon Charters and RV Park, LLC 8904 NE Hazel Dell Avenue, Vancouver, WA 98665	<input checked="" type="checkbox"/> Certified Mail, Receipt Requested
Deer Point Meadow Investments and Beacon Charters and RV Park, LLC Attention: Michael and Denise Werner 7607 NE 26 th Ave Vancouver, WA 98665	<input checked="" type="checkbox"/> Certified Mail, Receipt Requested
Dallas Busse 332 Elizabeth Ave SE #56 Ilwaco, WA 98624 dallasbusse840@gmail.com	<input checked="" type="checkbox"/> Certified Mail
Ariel Paradisr 332 Elizabeth Ave SE #56 Ilwaco, WA 98624 paradise.ariel.1999@gmail.com	<input checked="" type="checkbox"/> Certified Mail
Linda Robison 332 Elizabeth Ave SE #34 Ilwaco, WA 98624 deadheadhippy@gmail.com	<input checked="" type="checkbox"/> Certified Mail
Elizabeth Cook PO Box 649 Ilwaco, WA 98624	<input checked="" type="checkbox"/> Certified Mail
Timothy Dolan 332 Elizabeth Ave SE #24 Ilwaco, WA 98624 1hoosofurst@gmail.com	<input checked="" type="checkbox"/> Certified Mail

Susan Gill 332 Elizabeth Ave SE #60 Ilwaco, WA 98624 petree12.sg@gmail.com	<input checked="" type="checkbox"/> Certified Mail
Ted Heath 1408 Pacific Ave N Sp #33 Long Beach, WA 98631	<input checked="" type="checkbox"/> Certified Mail
Marlene King 332 Elizabeth Ave SE #54 Ilwaco, WA 98624 tigafoxy@yahoo.com	<input checked="" type="checkbox"/> Certified Mail
Tina King 332 Elizabeth Ave SE #37 Ilwaco, WA 98624 tinaking1270@gmail.com	<input checked="" type="checkbox"/> Certified Mail
Margaret Parker 332 Elizabeth Ave SE #28 Ilwaco, WA 98624 parkermargaret83@yahoo.com	<input checked="" type="checkbox"/> Certified Mail
Robina Rayamajhi Thurston County Volunteer Legal Services P.O. Box 405 Olympia, WA 98507	<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 20th day of July, 2022, at Seattle, Washington.

SEBASTIAN MILLER
Assistant Attorney General