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**WASHINGTON STATE  
OFFICE OF ADMINISTRATIVE HEARINGS**

**CONSUMER PROTECTION DIVISION  
SEATTLE**

In The Matter Of:

Dan & Bill's RV Park,

Appellant.

Docket Nos. 2014-AGO-0001 &  
04-2015-AGO-00001

**FINAL ORDER**

Agency: Office of the Attorney General  
Program: Manufactured Housing Dispute Resolution  
Program  
Agency No. MHDRP #447862

**1. ISSUES**

- 1.1. Did Dan & Bill's RV Park violate chapter 59.20 RCW by failing to provide a written rental agreement?
- 1.2. Did Dan & Bill's RV Park violate chapter 59.20 RCW by improperly increasing rent on or about April 2, 2014?
- 1.3. Did Dan & Bill's RV Park violate chapter 59.20 RCW by failing to comply with Pierce County codes and variances?
- 1.4. Did Dan & Bill's RV Park violate chapter 59.20 RCW by failing to register as a manufactured/mobile home community with the Department of Revenue?
- 1.5. If any of the foregoing violations occurred, as alleged in the Notice of Violation, what are the appropriate corrective actions and fine(s)?
- 1.6. On February 2, 2015, did Dan & Bill's RV Park violate RCW 59.20.070(5) when it increased Edna Allen's rent?
- 1.7. If Dan & Bill's RV Park violated RCW 59.20.070(5), was issuing a Temporary Order to Cease and Desist correct under RCW 59.30.040(7)?

**2. ORDER SUMMARY**

- 2.1. Given that Dan & Bill's RV Park is not subject to the Manufactured/Mobile Home Landlord-Tenant Act, Dan & Bill's RV Park did not violate chapter 59.20 RCW, the Manufactured/Mobile Home Landlord-Tenant Act, when it failed to provide Edna Allen, or apparently any other occupant, with a written rental agreement.

2.2. Given that Dan & Bill's RV Park is not subject to the Manufactured/Mobile Home Landlord-Tenant Act, Dan & Bill's RV Park did not violate chapter 59.20 RCW, the Manufactured/Mobile Home Landlord-Tenant Act, when it increased Edna Allen's rent on or about April 2, 2014.

2.3. Given that Dan & Bill's RV Park is not subject to the Manufactured/Mobile Home Landlord-Tenant Act, Dan & Bill's RV Park did not violate the Manufactured/Mobile Home Landlord-Tenant Act when it allegedly violated one or more county land use codes.

2.4. Only the Department of Revenue may register manufactured/mobile home community landlords and collect registration fees and only the Department of Revenue may enforce those provisions. Therefore, the Attorney General's Office lacks authority to enforce registration and related fees. Thus, the alleged failure of Dan & Bill's RV Park to register and pay fees cannot be raised by the Attorney General's Office and this issue should be dismissed for lack of jurisdiction.

2.5. None of the foregoing violations, as alleged in the Notice of Violation, occurred. Accordingly, no corrective actions or fines are appropriate and the Notice of Violation should be set aside.

2.6. Given that Dan & Bill's RV Park is not subject to the Manufactured/Mobile Home Landlord-Tenant Act, Dan & Bill's RV Park did not violate chapter 59.20 RCW, the Manufactured/Mobile Home Landlord-Tenant Act, when it increased Edna Allen's rent again on February 2, 2015.

2.7. The foregoing violation, as alleged in the Temporary Order to Cease and Desist, did not occur. Accordingly, no corrective actions or fines are appropriate and the Temporary Order to Cease and Desist should be set aside.

### 3. HEARING

3.1. Hearing Date: September 28-29, 2015

3.2. Administrative Law Judge: Terry A. Schuh

3.3. Appellant: Dan & Bill's RV Park

3.3.1. Representative: Seth Goodstein, Attorney, Goodstein Law Group PLLC

3.3.2. Witnesses:

3.3.2.1. Matthew Niquette, resident at Dan & Bill's RV Park

- 3.3.2.2. Daniel E. Haugsness, owner, Dan & Bill's RV Park
- 3.3.2.3. Chad Crummer, consumer protection investigations mgr., AGO
- 3.3.2.4. Michael Dewey, resident at Dan & Bill's RV Park

3.4. Agency: Office of the Attorney General

3.4.1. Representative: Jennifer Steele, Assistant Attorney General

3.4.2. Witnesses:

- 3.4.2.1. Edna Allen, complainant
- 3.4.2.2. Barbara Hamrick, resident at Dan & Bill's RV Park
- 3.4.2.3. Matthew Niquette, resident at Dan & Bill's RV Park
- 3.4.2.4. Edward Shinkle, resident at Dan & Bill's RV Park
- 3.4.2.5. Roy Bordenick, resident at Dan & Bill's RV Park
- 3.4.2.6. James W. Howe, code enforcement officer, Pierce County
- 3.4.2.7. Chad Crummer, consumer protection investigations mgr., AGO

3.5. Exhibits: Exhibits 1 through 2, 4 through 34, A through L, and N through S were admitted.

3.6. Court Reporter: Anita W. Self, RPR, CRR, Buell Realtime Reporters, served as court reporter.

3.7. Observer: Chris Bunger, legal assistant, attended the hearing to assist Ms. Steele.

3.8. Post-hearing briefs: By agreement with the parties, the record remained open until 5:00 p.m. Pacific Time on October 9, 2015, for the submission of optional post-hearing briefs.

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#### 4. FINDINGS OF FACT

I find the following facts by a preponderance of the evidence:

##### *Jurisdiction*

- 4.1. On May 7, 2014, Edna Allen filed with the Consumer Protection Division of the Office of the Attorney General ("AGO") a Request for Dispute Resolution. Ex. 1; Testimony of Allen.
- 4.2. On November 17, 2014, the AGO served on Dan and Bill's RV Park ("the Park") a Notice of Violation. Ex. A; Testimony of Haugsness.
- 4.3. The Park filed its Appeal of Notice of Violation dated December 10, 2014.
- 4.4. The AGO issued to the Park an Order to Cease and Desist dated February 26, 2015. Ex. B; Testimony of Haugsness.
- 4.5. On March 19, 2015, the Park filed with the AGO its Appeal of Order to Cease and Desist.
- 4.6. The parties requested the two matters be consolidated. By oral order at a Status Conference on April 9, 2015, and by written order, Notice of Hearing and Status Conference issued April 10, 2015, Administrative Law Judge Leslie Birnbaum ordered the two matters consolidated. However, the two matters were not consolidated under one docket number. Instead, each matter retained its original docket number.

##### *General Conditions of the Park*

- 4.7. Mail for all of residents is delivered to a common mail box. Testimony of Allen; see Ex. 28. The owner sorts the mail and delivers it to the residents. Testimony of Allen.
- 4.8. Each unit in the Park has a number. Testimony of Allen; Testimony of Hamrick. This characteristic of the Park has developed only recently. Testimony of Hamrick. The numbers attach to the unit. Testimony of Hamrick. Ms. Hamrick has not relocated her unit since she was assigned a number so she does not know whether the number is assigned to her location or to her unit. Testimony of Hamrick. The numbers are assigned to units, not lots. Testimony of Haugsness. The purpose of the numbers is so that the Park knows where its residents are and for facilitating the delivery of mail. Testimony of Haugsness. No one rents a specific lot. Testimony of Haugsness.

- 4.9. The Park abuts the Puyallup River. Testimony of Niquette. Residents must be prepared to move to higher ground about once a year or so to avoid flooding. Testimony of Niquette. The Park occupies a flood zone. Testimony of Haugsness; see Ex. P (showing water running through the Park). Because the Park occupies a flood zone, Mr. Haugsness will not allow any unit to be permanently installed. Testimony of Haugsness. Nevertheless, he allowed the Allen unit to be installed by the occupant prior to Edna Allen and he told Ms. Allen when she moved into the unit that it was permanently installed. Testimony of Allen.
- 4.10. Most of the residents upgrade their locations during the summer, but not during the winter. Testimony of Niquette.
- 4.11. The Park requires all residents to be ready to move anytime. Testimony of Niquette.
- 4.12. The units in the Park are predominantly trailers in different sizes, shapes, and conditions. See, *generally*, Exs. 8-27. Many of the residents have personalized their unit with outdoor plants and furniture. See, *generally*, Exs. 8-27.
- 4.13. One unit in the Park was protected by a shelter. Exs. 9, 14. However, this unit is no longer located in the Park. Testimony of Crummer.
- 4.14. At least two units in the Park are fenced. Exs. 17, 18, 33, and 34.
- 4.15. One unit in the Park has a raised deck that parallels the entire length of the unit, and also has a storage shed. Exs. 22-23. However, that deck is not attached to the unit and the unit can be readily moved and relocated. Testimony of Haugsness.
- 4.16. Moreover, none of the units have anything permanent attached to them, by order of the landlord and in compliance with county code. Testimony of Haugsness.
- 4.17. Residents can and do move fences, stairs, and other improvements to their unit. Testimony of Haugsness.
- 4.18. None of the units in the Park are hardwired for electricity or plumbed for septic and water. Testimony of Haugsness; Testimony of Niquette. All of the electrical connections are by plug-in and all water and septic are connected like a garden hose is connected to a faucet. Testimony of Haugsness. All of the hook-ups are basically the same. Testimony of Bordernick. All of the hook-ups resemble those used in campgrounds and parks. Testimony of Haugsness.

Moreover, the amperage is only 30, except for a couple of connections that are 50-amp. Testimony of Haugsness.

*Allen Unit*

- 4.19. Edna Allen has lived in her unit at the Park since January 3, 2014. Testimony of Allen.
- 4.20. Ms. Allen owns her unit. Testimony of Allen. It was a gift. Testimony of Allen. The previous owner signed over the title in Ms. Allen's presence. Testimony of Allen; Ex. 2. Ms. Allen has not transferred the title into her own name because she cannot afford the fees for doing so. Testimony of Allen.
- 4.21. Ms. Allen's unit does not have a holding tank. Testimony of Allen. She is hooked up to the Park's septic system. Testimony of Allen. It was hooked up when she moved in. Testimony of Allen.
- 4.22. Ms. Allen's unit does not have a generator. Testimony of Allen. She receives electricity by plugging into the electricity offered by the Park. Testimony of Allen.
- 4.23. Ms. Allen has never moved the unit since she occupied it. Testimony of Allen. The unit was already installed in the Park before she moved into it. Testimony of Allen. Perhaps it could be lifted onto a flatbed truck and moved. Testimony of Allen. It can be towed. Testimony of Ms. Allen. However, it lacks registration and tabs, so the unit could not presently be lawfully towed. Testimony of Allen. Moreover, the unit is fragile and likely could not be moved without damaging it. Testimony of Allen. In particular, the roof and floor are damaged at the end where the tow-bar is located. Testimony of Allen.
- 4.24. Nevertheless, Ms. Allen has investigated moving the unit to a mobile home park. Testimony of Allen. However, she failed to find a park willing to take it given its age – it is a 1995 model – and its condition. Testimony of Allen.
- 4.25. The unit has wheels and is installed on large cinder blocks surrounded by decorative rock. Testimony of Allen; Exs. 11-13. Ms. Allen has never tried to jack the unit. Testimony of Allen. The unit does not have jacks. Testimony of Allen.
- 4.26. When Ms. Allen moved into the unit in January 2014, she intended to live there permanently. Testimony of Allen. At that time, Mr. Haugsness told Ms. Allen that the unit was permanently installed and that she could add on to it if she wished to do so. Testimony of Allen.

4.27. In July 2014, Mickey, the Park manager, gave Ms. Allen written notice that her tenancy would be terminated in July 2015. Testimony of Allen; Ex. 31. However, she has not yet been evicted from the Park. Testimony of Allen.

4.28. Ms. Allen prefers to continue her residency at the Park if her issues with the Park are resolved. Testimony of Allen.

#### *Hamrick Unit*

4.29. Barbara Hamrick has lived in the Park since at least 2003. Testimony of Hamrick.

4.30. Ms. Hamrick lives in a recreational vehicle. Testimony of Hamrick. It is licensed and she can drive it away anytime. Testimony of Hamrick. At least twice a year she needs to temporarily relocate, either within the Park, or outside of the Park, to avoid flooding. Testimony of Hamrick. It takes Ms. Hamrick approximately two hours to prepare to relocate. Testimony of Hamrick. She needs to disconnect from the Park's utilities and remove the blocks and jacks. Testimony of Hamrick.

4.31. Ms. Hamrick considers her recreational vehicle to be her permanent home. Testimony of Hamrick. She resides at the Park because that is where she can afford to live. Testimony of Hamrick.

4.32. Ms. Hamrick places potted plants around her unit. Testimony of Hamrick.

4.33. Ms. Hamrick is hooked up to the Park's electrical system. Testimony of Hamrick.

4.34. Nothing is permanently attached to the Hamrick unit. Testimony of Haugsness.

#### *Niquette Unit*

4.35. Matthew Niquette lives in the Park in a 36-foot travel trailer, which he owns. Testimony of Niquette. He has lived in the Park "off and on" for approximately five years. Testimony of Niquette. The only time Mr. Niquette moves is to avoid flooding. Testimony of Niquette. It takes him approximately 35-40 minutes to prepare to move. Testimony of Niquette. Preparing to move consists of readying the interior contents, disconnecting electricity, water, and septic, and hooking up to his truck. Testimony of Niquette. Mr. Niquette can be ready to move anytime. Testimony of Niquette.

- 4.36. When moving, if Mr. Niquette does not have the unit licensed and tabbed, he can purchase a 3-day trip permit to allow him to move the unit on public streets and highways. Testimony of Niquette.
- 4.37. Mr. Niquette does not fence his location. Testimony of Niquette. He has a small deck. Testimony of Niquette. The deck is unattached to Mr. Niquette's unit. Testimony of Niquette.
- 4.38. Mr. Niquette's installation is not permanent. Testimony of Niquette. He does not want a permanent installation. Testimony of Niquette.
- 4.39. Mr. Niquette plans to reside at the Park for an indefinite period of time. Testimony of Niquette.
- 4.40. Mr. Niquette has never lived in an RV campsite. Testimony of Niquette.

*Shinkle Unit*

- 4.41. Mr. Shinkle has lived at the Park for approximately five years. Testimony of Shinkle. This is his second term of residence at the Park. Testimony of Shinkle. Mr. Shinkle has no plans to leave the Park but he could if he wanted to. Testimony of Shinkle.
- 4.42. Mr. Shinkle owns his unit, which is a 40-foot travel trailer. Testimony of Shinkle. Approximately three days before this hearing Mr. Shinkle installed a different travel trailer than the one photographed as Exhibits 19-21. Testimony of Shinkle. The landscaping in those photographs remains. Testimony of Shinkle.
- 4.43. Mr. Shinkle has planted flowers around his unit. Testimony of Shinkle; Exs. 19-21. He has placed decorative stones, built a rock wall, placed a Sasquatch statue, and installed a free-standing deck below his door. Testimony of Shinkle; Exs. 19-21.
- 4.44. Since locating at the Park in approximately 2010, Mr. Shinkle has never relocated, not even when the lower part of the Park was threatened with flooding. Testimony of Shinkle.
- 4.45. Mr. Shinkle's travel trailer bears a license plate but the tabs are not current. Testimony of Shinkle. Nevertheless, he could move the travel trailer if he purchased a trip-permit. Testimony of Shinkle. It would take him an hour or two to prepare to move. Testimony of Shinkle.
- 4.46. Nothing is permanently attached to the Shinkle unit. Testimony of Haugsness.

*Bordernick Unit*

- 4.47. Roy Bordernick has lived in the Park in a motor home for approximately nine years. Testimony of Bordernick. It is his primary residence. Testimony of Bordernick. Mr. Bordernick plans to stay indefinitely. Testimony of Bordernick.
- 4.48. The motor home is licensed to be driven. Testimony of Bordernick.
- 4.49. Mr. Bordernick leaves the Park several times a year for a couple of days or so each time. Testimony of Bordernick. Mr. Bordernick visits campgrounds in his motor home. Testimony of Bordernick. At campgrounds, his hook-up for utilities is the same as the hook-up at the Park. Testimony of Bordernick.
- 4.50. Mr. Bordernick has never had to move to avoid flooding. Testimony of Bordernick.
- 4.51. Mr. Bordernick can be ready to relocate within 15-20 minutes. Testimony of Bordernick. He simply needs to disconnect his utility hook-ups and he is ready to go. Testimony of Bordernick.
- 4.52. Mr. Bordernick has a small, portable deck, with chairs, a table, and a barbeque. Testimony of Bordernick. He maintains grass around his unit. Testimony of Bordernick.
- 4.53. Mr. Bordernick's motor home is not permanently installed at the Park and he has no intention of permanently installing it. Testimony of Bordernick.
- 4.54. Mr. Bordernick's motor home is self-contained and includes a generator. Testimony of Bordernick. He could live in his motor home without utility hook-ups for a couple of weeks if he wanted to do so. Testimony of Bordernick.

*Dewey Unit*

- 4.55. Michael Dewey's unit is a motor home. Testimony of Dewey.
- 4.56. The Dewey unit is hooked up to electricity with a power cord like at an RV campground. Testimony of Dewey.
- 4.57. Mr. Dewey installed a fence around his unit but the fence can be removed if he wishes to leave. Testimony of Dewey.
- 4.58. Mr. Dewey does not plan on having his unit permanently installed. Testimony of Dewey.

- 4.59. Mr. Dewey could remove his unit from the Park in approximately 15 minutes.  
Testimony of Dewey.

*Written Rental Agreement*

- 4.60. The Park does not provide residents with a rental agreement. Testimony of Allen. The Park provides only park rules. Testimony of Allen; see Ex. 6. Ms. Allen asked Dan Haugsness, owner of the Park, for a written rental agreement at least three times. Testimony of Allen. The Park has never provided one. Testimony of Allen.
- 4.61. Ms. Allen first asked Mr. Haugsness for a rental agreement when he raised her rent. Testimony of Allen. Mr. Haugsness told Ms. Allen that the Park did not provide rental agreements. Testimony of Allen.

*Rent Increases*

- 4.62. When Ms. Allen moved in to the Park on January 3, 2014, her monthly rent was \$460.00. Testimony of Allen.
- 4.63. Ms. Allen always pays her rent on time and always receives a receipt. Testimony of Allen; see, e.g., Ex. 30.
- 4.64. The cost of utilities is included in the monthly rent. Testimony of Allen.
- 4.65. On April 2, 2014, Mr. Haugsness informed Ms. Allen verbally that her monthly rent would increase by \$20.00. Testimony of Allen; Ex. 1, p. 2. Ms. Allen objected. Testimony of Allen. Mr. Haugsness told her that this was how they did things at the Park. Testimony of Allen. She asked for written notice. Testimony of Allen. On April 3, 2014, Mr. Haugsness provided Ms. Allen written notice of the rent increase effective May 1, 2014. Testimony of Allen; Ex. 1, p. 2; see Ex. 4.
- 4.66. On February 2, 2105, Mr. Haugsness gave Ms. Allen written notice that her rent would increase an additional \$10.00 per month effective April 1, 2015. Testimony of Allen; Ex. 5. Mr. Haugsness told Ms. Allen that the purpose of the rent increase was to recover the cost of his attorney fees. Testimony of Allen. Mr. Haugsness offered her a copy of his attorney's bill. Testimony of Allen.
- 4.67. When Mr. Haugsness told Ms. Allen about the second rent increase, he knew she wanted notice in writing because she complained about lack of written notice when he told her about the first rate increase. Testimony of Allen.

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### *Code Violations*

- 4.68. Ms. Allen has no knowledge of any alleged violations of Pierce County land use codes by the Park. Testimony of Allen. Ms. Allen did not complain to the Manufactured/Mobile Home Dispute Resolution program about any such code violations. Testimony of Allen; Testimony of Crummer.
- 4.69. Pierce County asserted in 2004 and re-asserted in 2014 that Mr. Haugsness is operating a recreational vehicle park without a conditional use permit in violation of county regulations. Testimony of Howe; Ex. 7.

### *Registration with Department of Revenue*

- 4.70. The Park is not registered with the Department of Revenue as a manufactured/mobile home park. Testimony of Haugsness.
- 4.71. Ms. Allen did not complain to the Manufactured/Mobile Home Dispute Resolution Program about the Park's failure to register with the Department of Revenue. Testimony of Allen.

## 5. CONCLUSIONS OF LAW

Based upon the facts above, I make the following conclusions of law:

### *Jurisdiction*

- 5.1. I have jurisdiction over the parties and subject matter herein under RCW 59.30.040, and more generally under chapter 59.30 RCW, chapter 59.20 RCW, chapter 34.12 RCW, and chapter 34.05 RCW.

### *Motions*

- 5.2. The Park presented three motions in limine: Appellant's Motion in Limine re: Unwarranted Searches; Appellant's Motion in Limine re: Howe/County Testimony; and Appellant's Motion in Limine re: Cumulative and Telephonic Testimony. I denied the first two motions, as explained on the oral record. The Park withdrew the third motion.

### *Does the AGO have authority regarding registration with the Department of Revenue*

- 5.3. During the evidentiary hearing, the Appellant moved for dismissal of the "charge" that the Appellant failed to register and pay fees as a mobile home park. The Appellant argued that the AGO lacks jurisdiction over that issue. I took the motion under advisement.

- 5.4. Chapter 59.20 RCW, entitled the Manufactured/Mobile Home Landlord-Tenant Act (“MHLTA”), governs the relationship between landlords and tenants in manufactured/mobile home communities.
- 5.5. The only process the MHLTA contemplates for resolving disputes is private legal action. See RCW 59.20.110 and RCW 59.20.120. RCW 59.20.110 provides: “In any action arising out of this chapter, the prevailing party shall be entitled to reasonable attorney’s fees and costs.” RCW 59.20.120 provides: “Venue for any action arising under this chapter shall be in the district or superior court of the county in which the mobile home lot is located.”
- 5.6. However, the legislature promulgated chapter 59.30 RCW, entitled Manufactured/Mobile Home Communities – Dispute Resolution and Registration, with two intentions: (1) “to provide an equitable as well as less costly and more efficient way for manufactured/mobile home tenants and manufactured/mobile home community landlords to resolve disputes” and (2) “to provide a mechanism for state authorities to quickly locate manufactured/mobile home community landlords.” RCW 59.30.010(3)(a). In other words, the legislature produced chapter 59.30 RCW for two purposes, to establish a dispute resolution program (in addition to the private action contemplated by the Act) and to provide a means of readily identifying landlords. Although there is a relationship between finding landlords and providing dispute resolution, they are nevertheless distinct responsibilities.
- 5.7. The legislature authorized the Department of Revenue to register manufactured/mobile home communities and collect a registration fee. RCW 59.30.010(3)(b). The legislature authorized the AGO to administer the dispute resolution program. RCW 59.30.010(3)(c). Therefore, the legislature specifically designated different state agencies to administer the two distinct responsibilities. Moreover, the legislature did so in the same statutory section.
- 5.8. Further, the legislature expanded its instructions to the AGO about the dispute resolution program in RCW 59.30.030 and RCW 59.30.040. Whereas the legislature separately gave the Department of Revenue its instructions in RCW 59.30.050. Once again, the legislature distinguished the responsibilities.
- 5.9. The legislature further clarified this distinction by providing that “unless context clearly requires otherwise”, a reference to “department” in the chapter “means the department of revenue” and a reference to “‘director’ means director of revenue.” RCW 59.30.050(2)-(3).
- 5.10. The instructions regarding the registration process and collection of fees are directed to “the department”, meaning the Department of Revenue. See RCW 59.30.050.

5.11. Finally, the legislature authorized the Department of Revenue to enforce registration and fees against non-compliant landlords. RCW 59.30.050(4); RCW 59.30.050(5); and RCW 59.30.090.

5.12. Therefore, the Department of Revenue, and only the Department of Revenue may register manufactured/mobile home community landlords and collect registration fees and only the Department of Revenue may enforce those provisions. Thus, the AGO lacks authority to enforce registration and related fees. Accordingly, the Appellant's alleged failure to register and pay fees cannot be raised by the AGO and that issue should be dismissed for lack of jurisdiction.

*Is the Park Subject to the Manufactured/Mobile Home Landlord Tenant Act*

5.13. Predicate to determining whether the Park violated the MHLTA is determining whether the Park is subject to the MHLTA.

5.14. The AGO argued that the legislature intended to include, under the MHLTA, RVs intended to be primary residences. However, the AGO relied upon selected testimony to legislative committees, which arguably summarizes what the legislature heard and what selected citizens thought but is not persuasive evidence of what the legislature thought or intended. The Appellant argued that the characterization of the Park had already been resolved by other courts. However, those resolutions are not binding on this tribunal and, more to the point, occurred several years ago in legal proceedings with different postures, with facts this tribunal is not privy to, and, perhaps, with different versions of the relevant statutes. Accordingly, those arguments are not persuasive. However, both parties acknowledged that the Park does not contain either mobile homes or manufactured homes. Accordingly, both parties observed and argued that whether the MHLTA applies here is dependent upon whether the Park contains two or more park models. I am persuaded that this issue is the key.

5.15. To that effect, the parties collectively referred me to three cases that discussed, directly or by implication, the definition of "park model". However, for the following reasons, I fail to find those cases to be helpful. The court in *Brotherton v. Jefferson County*, 160 Wn.App. 699, 249 P.3d 666 (2011) operated within the context of land use regulations, and specifically not regarding landlord-tenant relations. There was no landlord or tenant, and the unit in question was a guest house on a residential property. The characterization of the unit was not at issue. The court in *Lawson v. City of Pasco*, 144 Wn.App. 203, 181 P.3d 896 (2008) determined whether the MHLTA clashed with a local code. That court found the unit in question to be a park model, but the court's order offered no details as to why. The court in *United States v. 19.7 Acres of Land More or Less in Okanogan*

*County*, 103 Wn.2d 296, 692 P.2d 809, addressed whether the units at issue constituted personal or real property for purposes of condemnation. In short, none of these cases offered circumstances and facts sufficiently analogous to this case to provide guidance, much less precedence. Given that two experienced attorneys researched and briefed this issue and did not find anything else in terms of case law means that I must rely on the statutes themselves.

- 5.16. The MHLTA regulates landlord-tenant relations regarding mobile home parks. RCW 59.20.040.
- 5.17. A “mobile home park” is real property rented for profit for placement of two or more mobile homes, manufactured homes, or park models, unless such rentals are for “seasonal recreational purposes” and “not intended for year-round occupancy”. RCW 59.20.030(10). Here, the residents pay money for the privilege to place their units in the Park and live in them continuously. The units at issue are undeniably neither manufactured homes nor mobile homes. So, again, key is whether there are two or more park models in the Park.
- 5.18. A “park model” is “a recreational vehicle intended for permanent or semi-permanent installation *and* is used as a primary residence.” RCW 59.20.030(14) (emphasis added).
- 5.19. A “recreational vehicle”, on the other hand, is a unit that, among other things, “is not occupied as a primary residence, *and* is not immobilized or permanently affixed to a mobile home lot.” RCW 59.20.030(17) (emphasis added).
- 5.20. The MHLTA makes reference to governing “recreational vehicles used as a primary residence”, but that reference addresses only the issue of eviction. See RCW 59.20.080(3). Eviction is not at issue here.
- 5.21. The record does not provide information about all of the residents. However, those who testified have all lived in the Park and used their units as their primary residences. Clearly, the Park hosts many more than two residents who use their unit as their primary residence. The AGO makes much of this. However, primary residency (or not) is only half of the conjunctive definition of both “park model” and “recreational vehicle”, the dispositive choice for charactering the units contained in the Park. The phrase “intended for permanent or semi-permanent installation”, which is part of the definition of “park model”, is vague. However, as provided above, the legislature defined a recreational vehicle as one that “is *not* immobilized or permanently affixed” (emphasis added). That phrase sheds light, especially given the juxtaposition comparing “park model” to “recreational vehicle”. First of all, “immobilized” and “permanently affixed” are not the same thing, given that they are phrased as alternatives. Moreover, I suggest that “immobilized”

describes "semi-permanent installation" and "permanently affixed" describes "permanent installation".

5.22. Ms. Allen's unit sits upon cinder blocks, yet has wheels and a tow-bar, and apart from its condition, can be moved – but only after being jacked-up so as to remove the blocks. It is not permanently affixed to, for example, a foundation. Nor is it directly wired to its source of electricity or nor is it directly plumbed for water or waste disposal. But it is immobile in its present state. It is semi-permanently installed. It is Ms. Allen's primary residence. Ms. Allen's unit is park model.

5.23. The other units in the Park described by the evidence are not affixed. Their connections for electricity, water, and waste disposal, are simple connections that can be unplugged or disconnected with no more effort than unplugging a lamp or disconnecting a garden hose. The evidence is that they are movable and able to be relocated with as little as 15 minutes and no more than two hours of preparation. Although all of them are apparently primary residences, none of them is immobile or affixed, none of them is permanently or semi-permanently installed. The AGO argued that many of the units have storage sheds, small decks, stairs, and landscaping. At least a couple have fences. But none of those attributes are affixed to the unit. None of those attributes restrict the units' mobility. For example, a few days before the hearing, MR. Shinkle installed a different travel trailer and left his landscaping as it was. Those attributes are evidence that the units are primary residences. Those attributes are not evidence that the units are immobile or affixed. Those attributes are not evidence that the units are permanently or semi-permanently installed. Those attributes are not evidence that anyone intends that the units be permanently or semi-permanently installed. Therefore, none of the units other than Ms. Allen's constitute "park models".

5.24. Thus, the Park contains only one "park model".

5.25. Accordingly, the Park is not a mobile home park.

5.26. Therefore, the Park is not subject to the MHLTA.

*Written rental agreement*

5.27. Given that the Park is not subject to the MHLTA, the Park did not violate the MHLTA when it failed to provide Ms. Allen, or apparently any other occupant, with a written rental agreement.

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*Rent increases*

- 5.28. Given that the Park is not subject to the MHLTA, the Park did not violate the MHLTA either time when it raised Ms. Allen's rent.

*Code violations*

- 5.29. Given that the Park is not subject to the MHLTA, the Park did not violate the MHLTA when it allegedly violated one or more county land use codes.

*Summary*

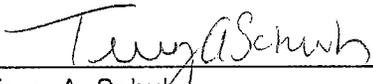
- 5.30. Accordingly, the Notice of Violation and the Temporary Order to Cease and Desist should both be set aside.

6. FINAL ORDER

IT IS HEREBY ORDERED THAT:

- 6.1. The actions of the Attorney General's Office are REVERSED.  
6.2. The Notice of Violation is set aside.  
6.3. The Temporary Order to Cease and Desist is set aside.

Issued from Tacoma, Washington, on the date of mailing.

  
Terry A. Schuh  
Administrative Law Judge  
Office of Administrative Hearings

**APPEAL RIGHTS**

**Reconsideration:**

Within ten days of the service of a final order, any party may file a petition for reconsideration, stating the specific grounds upon which relief is requested. RCW 34.05.470(1)

Mail such petition for reconsideration to:  
Office of Administrative Hearings  
949 Market Street, Suite 500  
Tacoma, WA 98402

No petition for reconsideration may stay the effectiveness of an order. RCW 34.05.470(2).

If a petition for reconsideration is timely filed, the time for filing a petition for judicial review does not commence until the Office of Administrative Hearings (OAH) disposes of the petition for reconsideration. RCW 34.05.470(3). OAH is deemed to have denied the petition for reconsideration if, within twenty days from the date the petition is filed, OAH does not either dispose of the petition, or serve the parties with a written notice specifying the date by which it will act on the petition. *Id.*

Unless the petition for reconsideration is deemed denied under RCW 34.05.470(3), the petition shall be disposed of by the same person who entered the order, if reasonably available. RCW 34.05.470(4). The disposition shall be in the form of a written order denying the petition, granting the petition and dissolving or modifying the final order, or granting the petition and setting the matter for further hearing. *Id.*

The filing of a petition for reconsideration is not a prerequisite for seeking judicial review. RCW 34.05.470(5). An order denying reconsideration or a notice specifying the date by which OAH will act on the petition is not subject to judicial review. *Id.*

**Judicial Review:**

This order is the final agency order of the Attorney General Manufactured Housing Dispute Resolution Program and may be appealed to the Superior Court under chapter 34.05 RCW. RCW 59.30.040(10)(c). Such petition for judicial review must be served on the agency, the office of the attorney general, and on all parties of record. RCW 34.05.514 and RCW 34.05.542.

CERTIFICATE OF MAILING IS ATTACHED

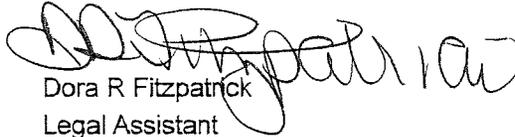
**CERTIFICATE OF SERVICE FOR OAH DOCKET NO. 2014-AGO-0001 &  
04-2015-AGO-00001**

I certify that true copies of this document were served from Tacoma, Washington upon the following as indicated:

<p>Dan &amp; Bill's RV Park Dan Haugsness <b>c/o Goodstein Law Group PLLC</b> <b>501 S G Street</b> <b>Tacoma, WA 98405</b> Telephone: (253) 845-3439 <b><i>Appellant</i></b></p>	<p><input checked="" type="checkbox"/> First Class Mail, Postage Prepaid <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Hand Delivery via Messenger <input type="checkbox"/> Campus Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail</p>
<p>Seth S. Goodstein Goodstein Law Group PLLC 501 S G Street Tacoma, WA 98405 Telephone: (253) 779-4000 Fax: (253) 779-4411 <b><i>Appellant Representative</i></b></p>	<p><input checked="" type="checkbox"/> First Class Mail, Postage Prepaid <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Hand Delivery via Messenger <input type="checkbox"/> Campus Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail</p>
<p>Jennifer Steele, AAG Manufactured Housing Dispute Resolution Program Office of the Attorney General 800 Fifth Avenue, Ste 2000 Seattle, WA 98104 Telephone: (206) 389-2106 Fax: (206) 587-5636 <b><i>Assistant Attorney General</i></b></p>	<p><input checked="" type="checkbox"/> First Class Mail, Postage Prepaid <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Hand Delivery via Messenger <input type="checkbox"/> Campus Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail</p>
<p>Edna Allen 15612 116<sup>th</sup> St E, Sp-22 Puyallup, WA 98374  <b><i>Interested Party (tenant)</i></b></p>	<p><input checked="" type="checkbox"/> First Class Mail, Postage Prepaid <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Hand Delivery via Messenger <input type="checkbox"/> Campus Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail</p>

Date: Monday, November 09, 2015

OFFICE OF ADMINISTRATIVE HEARINGS

  
 Dora R Fitzpatrick  
 Legal Assistant