

ATTORNEY GENERAL
OF THE STATE OF WASHINGTON

MANUFACTURED HOUSING
DISPUTE RESOLUTION PROGRAM

In the Matter of the

Complaint of Kathryn Johnston against
Santiago Sunset Estates Mobile Home
Park.

NOTICE OF VIOLATION

RCW 59.30.040

MHDRP Complaint No. 448332

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 May 2014, Kathryn Johnston filed a complaint against Santiago Sunset Estates Mobile Home Park (Santiago Sunset) with the Manufactured Housing Dispute Resolution Program (MHDRP). Johnston alleged that Santiago Sunset violated the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA), RCW 59.20, by billing her for costs incurred due to a broken water line. MHDRP contacted Santiago Sunset in an attempt to facilitate negotiation between the parties and resolve the dispute through an informal dispute resolution process. The parties were not able to negotiate a resolution to this matter and the MHDRP therefore concluded that an agreement could not be reached between the parties. As a result, the MHDRP conducted a formal investigation pursuant to RCW 59.30.040. As more fully set forth below, the MHDRP concludes that Santiago Sunset has violated RCW 59.20.130(6), by placing financial responsibility on the tenant

for the maintenance and repair of a utility when the repair was completed on the landlord's side of the hook-up. Under RCW 59.220.130(6), the landlord responsible for the repair.

II. FACTUAL BACKGROUND

- 2.1 Santiago Sunset is a mobile home park for purposes of RCW 59.20.030(10), and is located in Kennewick, Washington.
- 2.2 Johnston owns and resides in a manufactured/mobile home located on space rented from Santiago Sunset. Johnston is therefore a tenant under RCW 59.20.030(18).
- 2.3 The water line to Johnston's home broke sometime in the winter of 2014—Johnston's home was vacant at the time. Before the break was discovered, some water leaking and pooling occurred.
- 2.4 The water line was broken between the meter on Johnston's lot and the point where the water line hooks up to her house. The hook-up is above ground and has a shut off valve.
- 2.5 In May 2014, Santiago Sunset repaired the broken water line.
- 2.6 After the repair, when Johnston tried to pay her monthly rent, Santiago Sunset informed her that she also owed \$573.63 for the water bill during the period of time before the water line was repaired. As Johnston was not in the home at that time, if the water line had not broken and leaked the water bill would have been \$0.
- 2.7 Santiago Sunset's rules and regulations contain the following provision regarding utilities:

The park is responsible for those utilities that it submeters up to the pedestal/meter. The Resident is responsible for all lines and connections after the pedestal/meter.
- 2.8 Johnston has not paid the \$573.63 but has attempted to pay her rent each month. Santiago Sunset refuses to accept Johnston's rent until the entire \$573.63 is paid.
- 2.9 Johnston filed a request for dispute resolution with this program.

III. VIOLATIONS

- 3.1 RCW 59.20.130(6) requires landlords to "[m]aintain and protect all utilities provided to the mobile home, manufactured home, or park model in good working condition. Maintenance responsibility shall be determined at that point where the normal mobile home, manufactured home, or park model utilities "hook-ups" connect to those provided by the landlord or utility company."

- 3.2 Here, the break in the water line occurred on the landlord's side of the hook-up. Therefore, pursuant to RCW 59.20.130(6) Santiago Sunset is responsible for the repair.
- 3.3 RCW 59.20.045 provides that rules are enforceable against a tenant only if "they are not for the purpose of evading an obligation of the landlord..." The statement in Santiago Sunset's rules and regulations quoted above in paragraph 2.7 evades the landlord's obligation under RCW 59.20.130(6). RCW 59.20.130(6) states that maintenance responsibility will be determined at the hook-up. Santiago Sunset's rules and regulations ambiguously require tenants to be responsible for all lines and connections after the pedestal/meter, regardless of where the hook-up is. Thus, this rule is unenforceable.
- 3.4 Because Santiago Sunset is responsible for maintaining and repairing the broken water line, Santiago Sunset is responsible for the additional water charge that accrued due to the broken water line.

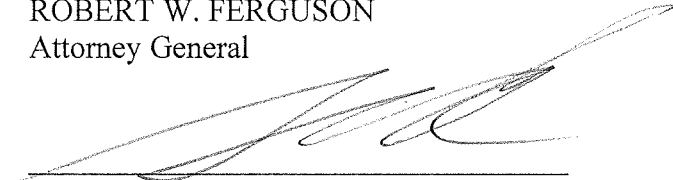
IV. CORRECTIVE ACTION

- 4.1 Santiago Sunset must immediately stop billing Johnston for the \$573.63 water bill that resulted from the broken water line. Santiago Sunset is financially responsible for maintaining and protecting all utilities and may not pass the expense of the repair on to Johnston.
- 4.2 Santiago Sunset must remove the provision quoted in paragraph 2.7 from its rules and regulations.
- 4.3 A failure to take corrective action set forth above within thirty (30) days of receipt of this Notice will result in the imposition of a \$50 fine per day thereafter, until compliance is achieved.

Signed this 17 day of December, 2014.

MANUFACTURED HOUSING DISPUTE RESOLUTION PROGRAM

ROBERT W. FERGUSON
Attorney General



SHANNON E. SMITH
Senior Counsel
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, MHDRP 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 MHTLA has occurred by a preponderance of the evidence. The administrative law judge's decision will constitute the final agency order of MHDRP. A final order may be appealed to superior court according to instructions included in a decision.