ATTORNEY GENERAL
OF THE STATE OF WASHINGTON

MANUFACTURED HOUSING
DISPUTE RESOLUTION PROGRAM

In the Matter of the **Complaint of Ronald Kinyon Against Kingsbury West Mobile Home Park.**	**NOTICE OF NON-VIOLATION** **RCW 59.30.040** **MHDRP Complaint No. 436793**

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 is NO 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 On September 11, 2013, Ronald Kinyon filed a complaint against Kingsbury West Mobile Home Park (Kingsbury West) with the Manufactured Housing Dispute Resolution Program (MHDRP). Mr. Kinyon alleged that Kingsbury West violated the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA), RCW 59.20, by failing to reimburse Mr. Kenyon for necessary repairs to a water line. MHDRP contacted Kingsbury West in an attempt to facilitate negotiation between the parties and resolve the dispute through an informal dispute resolution process. However, 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 Kingsbury West did not violate RCW 59.20.130(6), because the repair to the water line occurred on the tenant's side of the hook-up.

II. FACTUAL BACKGROUND

2.1 Kingsbury West is a mobile home park for purposes of RCW 59.20.030(10), and is located in Lynnwood, Washington.

2.2 Mr. Kinyon owns and resides in a manufactured/mobile home located on space rented from Kingsbury West, and therefore is a tenant under RCW 59.20.030(18).

2.3 In July of 2013, Mr. Kinyon observed water accumulating at the end of his driveway. Mr. Kinyon contacted Kingsbury West manager, Jeff Palmer, and informed him about the water accumulation.

2.4 Several days later the water was still accumulated on Mr. Kinyon's lot. Mr. Kinyon looked under his house and observed that the water line under his home was severely leaking.

2.5 Mr. Kinyon called Mr. Palmer on the telephone but no one answered. Mr. Kinyon left a message on the telephone.

2.6 Mr. Kinyon looked for a site where he might be able to shut the water off but was unable to locate it.

2.7 Hearing no answer from Mr. Palmer and being unable to stop the water from leaking under his home, Mr. Kinyon called a plumber.

2.8 A plumber responded and found that the water supply line was broken below the shutoff gate for the home. The plumber was unable to locate the water shutoff for the lot, therefore, repaired the broken line while water was flowing out of it. The plumber cut a portion of the water line, removed the broken connect, and installed another shutoff gate.

2.9 Following inspection of the water line and shutoff gate a water "hook-up" for the lot was located under a different portion of Mr. Kinyon's home. The portion of the water line that was repaired was on the tenant's side of the "hook-up" that was provided by the landlord.

III. VIOLATIONS

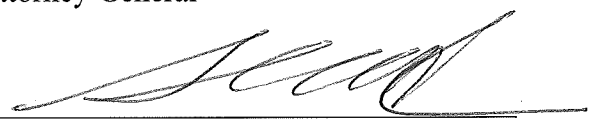
3.1 RCW 59.20.130(6), requires a landlord to "[m]aintain and protect all utilities provided to the mobile home, manufactured home, or park model in good working condition. Maintenance responsibility shall be determined at that point where the normal mobile home, manufactured home, or park model utilities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

3.2 The evidence here establishes that the repair to the water line was done on the tenant's side of the "hook-up." Therefore, Kingsbury West is not in violation of RCW 59.20.130(6).

Signed this 15th day of May, 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 you 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 a decision.

PROOF OF SERVICE

I certify that I served a copy of this document on all parties or their counsel of record on the date below as follows:

☒ Certified and Regular US Mail

TO:

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

DATED this 16 day of May, 2014, at Seattle, Washington.

MARGARET FARMER
Paralegal