

BEFORE THE ATTORNEY GENERAL
OF THE STATE OF WASHINGTON

MANUFACTURED HOUSING
DISPUTE RESOLUTION PROGRAM

In the Matter of:

Delores Corbin,

Complainant,

v.

**Leisure Estates Manufactured
Housing Community,**

Respondent.

NOTICE OF NON-VIOLATION

RCW 59.30.040

MHDRP Complaint No.: 402124

Following an investigation into the above-entitled matter pursuant to RCW 59.30.040, the Program Manager of the Manufactured Housing Dispute Resolution Program of the Office of the Attorney General of Washington has found there to be 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 explains the procedures under RCW 59.30.040 for filing an appeal.

I. INTRODUCTION

1. On January 28, 2012, Delores Corbin filed a complaint under RCW 59.30.040 with the Manufactured/Mobile Home Dispute Resolution Program ("MHDRP") of the Office of the Attorney General of Washington against Leisure Estates Mobile Home Park ("Leisure Estates"). Leisure Estates is a mobile home park for purposes of RCW 59.20.030(10), and is located in Renton, Washington. Ms. Corbin owns her mobile home and rents a mobile home space in Renton and is therefore considered a tenant under RCW 59.20.030(18).
2. In the complaint, Ms. Corbin complained that Leisure Estates had proposed to increase her monthly rent. Ms. Corbin included with her complaint a letter to her from management stating that her rent would be increase by \$25.00 as of May 1, 2012, unless she signed an updated rental agreement.
3. The parties were not able to reach a mutually satisfactory result through negotiation. Because negotiation was unsuccessful and questions remained regarding whether the proposed rental increase and notice thereof complied with the Manufactured/Mobile Home

Landlord-Tenant Act (“MHLTA”), RCW 59.20, the MHDRP conducted a formal investigation pursuant to RCW 59.30.040(3).

4. MHDRP’s investigation focused on potential violations by Leisure Estates of the following sections of the MHLTA:
 - a. RCW.20.060(2)(c), prohibiting a landlord from raising rent more frequently than annually.
 - b. RCW 59.20. 090(1), providing, in part: “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” (emphasis added).
 - c. RCW 59.20. 090(2), providing: “A landlord seeking to increase the rent upon expiration of the term of a rental agreement of any duration *shall notify the tenant in writing three months prior* to the effective date of any increase in rent” (emphasis added).
 - d. RCW 59.20. 080(1), providing: “A landlord shall not terminate or fail to renew a tenancy of a tenant” except for one or more of the reasons listed therein.

II. INVESTIGATION

An investigator for the MHDRP obtained additional documentation and information from Leisure Estates and Ms. Corbin. This information revealed that the notice of potential rental increases was sent to Ms. Corbin in January 2012, over three months in advance of the date upon which the increase would occur. It also revealed that Ms. Corbin’s anniversary date was May 1, the date upon which the new rental agreement or rent increase would go into effect. MHDRP’s investigation also confirmed that Leisure Estates had not raised Ms. Corbin’s rent any time in the previous year, and that it was not refusing to automatically renew Ms. Corbin’s then-current lease should she opt not to sign the new rental agreement.

III. CONCLUSIONS

The MHDRP has reached the following conclusions in this matter:

1. Ms. Corbin’s complaint and investigation thereof did not reveal that Leisure Estates acted in violation of RCW 59.20. 060(2)(c). Ms. Corbin’s anniversary date is May 1, the time at which Leisure Estates has proposed increasing her rent. Leisure Estates did not raise Ms. Corbin’s rent during the twelve months preceding May 1, 2012.
2. Ms. Corbin’s complaint and investigation thereof did not reveal that Leisure Estates acted in violation of RCW 59.20. 090(1). Leisure Estates has not refused to automatically renew Ms. Corbin’s rental agreement.
3. Ms. Corbin’s complaint and investigation thereof did not reveal that Leisure Estates acted in violation of RCW 59.20. 090(2). The letter providing notice of the rental increase was sent to Ms. Corbin over three months before the effective date of the increase.

4. Ms. Corbin's complaint and investigation thereof did not reveal that Leisure Estates acted in violation of RCW 59.20. 080(1). Leisure Estates has not failed to renew Ms. Corbin's tenancy.

IV. APPEAL OF THIS NOTICE

Either party may appeal this Notice by requesting a hearing before an administrative law judge. If neither party appeals this Notice, the decision and order becomes final and is not subject to review by any court or agency.

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 MHCDRP within 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
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.

V. ORDER

Now, based on the foregoing, it is therefore ORDERED that this NOTICE OF NON-VIOLATION be issued and served upon all parties in this matter pursuant to RCW 59.30.040,

Signed this 19th day of April, 2012

Manufactured Housing Dispute Resolution Program

ROBERT M. MCKENNA
Attorney General


PAUL CORNING
MHU Program Manager
206.464.6372
paulcorning@atg.wa.gov