

ATTORNEY GENERAL  
OF THE STATE OF WASHINGTON

MANUFACTURED HOUSING  
DISPUTE RESOLUTION PROGRAM

In the Matter of the

Complaint of Richard Asmussen Against  
Firwest Mobile Home Park.

NOTICE OF NON-VIOLATION

RCW 59.30.040

MHDRP Complaint No. 433802

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 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 In July 2013, Richard Asmussen filed a complaint against Firwest Mobile Home Park (Firwest) with the Manufactured Housing Dispute Resolution Program (MHDRP). Asmussen alleged that Firwest violated the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA), RCW 59.20, by, among other things, enforcement of park rules relating to parking. MHDRP contacted Firwest in an attempt to facilitate negotiation between the parties and resolve the dispute through an informal dispute resolution process. While the parties were able to resolve several of the issues, the parties were not able to negotiate a resolution regarding Firwest's enforcement of the park rules about parking and the MHDRP therefore concluded that the parties could not resolve the issue through negotiation. 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 Firwest has not violated the MHLTA.

## II. FACTUAL BACKGROUND

- 2.1 Firwest is a mobile home park for purposes of RCW 59.20.030(10), and is located in Port Angeles, Washington.
- 2.2 Asmussen owns and resides in a manufactured/mobile home located on space rented from Firwest, and therefore is a tenant under RCW 59.20.030(18).
- 2.3 Asmussen filed a request for dispute resolution with the MHDRP requesting assistance in resolving multiple issues. Several issues were resolved through dispute resolution,<sup>1</sup> and the MHDRP lacked sufficient evidence to make any determination on another issue.<sup>2</sup> A Notice of Violation has been issued simultaneously with this Notice regarding Asmussen's request for dispute resolution regarding the boundaries of the rented space.
- 2.4 A city street borders Firwest on one side. In 2006, Firwest placed large boulders along this boundary.
- 2.5 Also in 2006, Firwest placed several large boulders parallel to the alley on the lot Asmussen rents. Firwest did not place boulders on the alley side of any other lot in the park.
- 2.6 The boulders on Asmussen's lot block the width of the lot such that Asmussen cannot park any vehicles across it. Multiple rented lots have vehicles, including trailers/campers, parked across the entire width of the lot.
- 2.7 Asmussen states that at the time the boulders were placed on the lot he rents, there was no dispute between Firwest owner, Shirley Baublits, and himself. Baublits states that the boulders were placed on the lot to prevent people from driving between the homes.
- 2.8 Firwest Rules and Regulations address parking. Rule No. 7 reads:

Parking on the street is prohibited. Vehicles shall not be parked in such a way as to impede traffic or to be unsightly. Parking is permitted on Tenant's driveway and in designated areas only. Parking of trailers, campers, motor homes, boats or other unusual vehicles at the Tenant's lot is permitted for a maximum period of six (6) hours for loading and unloading only.

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<sup>1</sup> The parties resolved an issue regarding maintenance of a shed and an issue regarding Firwest's inability to regulate parking on the public street through dispute resolution.

<sup>2</sup> Asmussen alleges that Firwest or its employees removed or destroyed plants and shrubs that he had planted. Firwest denies the allegation. Physical evidence neither supports nor refutes the allegation. Thus, there is insufficient evidence to make a determination.

- 2.9 On several occasions, Baublits has approached Asmussen to tell him that either Asmussen or his guests have parked improperly on his lot. Asmussen has not received any written notice regarding the parking.
- 2.10 There is no evidence regarding whether or not other tenants have received similar verbal warnings regarding where vehicles may park on their lots.

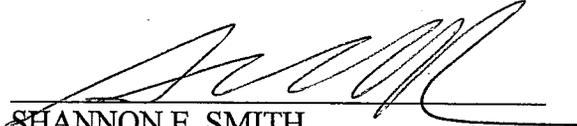
### III. NON-VIOLATIONS

- 3.1 RCW 59.20.045 establishes when Park rules are enforceable; rules are enforceable against a tenant only if:
- (1) Their purpose is to promote the convenience, health, safety, or welfare of the residents, protect and preserve the premises from abusive use, or make a fair distribution of services and facilities made available for the tenants generally;
  - (2) They are reasonably related to the purpose for which they are adopted;
  - (3) They apply to all tenants in a fair manner;
  - (4) They are not for the purpose of evading an obligation of the landlord; and
  - (5) They are not retaliatory or discriminatory in nature.
- 3.2 Firwest's Rules and Regulations No. 7 must apply to all tenants in a fair manner for it to be enforceable. Despite the fact that other tenants have not complied with Rules and Regulations No. 7, Baublits has approached Asmussen on several occasions in an attempt to enforce the rule, however, has not provided any written notice of a rules violation. Firwest must follow RCW 59.20.045 if it intends to enforce its park rules.
- 3.3 RCW 59.20.070(5) prohibits a landlord from decreasing services in retaliation for any of the following actions on the part of the tenant:
- (a) Filing a complaint with any federal, state, county, or municipal governmental authority relating to any alleged violation by the landlord of an applicable statute, regulation, or ordinance;
  - (b) Requesting the landlord to comply with the provision of this chapter or other applicable statute, regulation, or ordinance of the state, county, or municipality;
  - (c) Filing suit against the landlord for any reason;
  - (d) Participation or membership in any homeowners association or group
- 3.4 The boulders that were placed on the lot rented by Asmussen in 2006 do not appear to have been placed there in retaliation as defined by the statute. While it is odd that the lot rented by Asmussen is the only lot on which boulders were placed on the alley side, there is no evidence that this results in any decrease in services in retaliation for any act taken by Asmussen as listed in RCW 59.20.070(5).

Signed this 5th day of November, 2015.

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 Non-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 MHLTA 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:

Firwest Mobile Home Park  
Attn: Shirley Baublits  
PO Box 1073  
Port Angeles, WA 98362

Richard Asmussen  
2025 West 16<sup>th</sup> St.  
Port Angeles, WA 98363

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

DATED this 5<sup>th</sup> day of November, 2015, at Seattle, Washington.

  
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CHRIS BUNGER  
Legal Assistant