

BEFORE THE ATTORNEY GENERAL
OF THE STATE OF WASHINGTON

MANUFACTURED HOUSING
DISPUTE RESOLUTION PROGRAM

In the Matter of:

Gloria J. Kouf,

Complainant,

v.

Skylark Village II Mobile
Home Park,

Respondent.

NOTICE OF NON-VIOLATION
VOLUNTARY COMPLIANCE

RCW 59.30.040

MHDRP Complaint No. 401915

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 A POTENTIAL VIOLATION of the Manufactured/Mobile Home Landlord-Tenant Act, RCW 59.20. However, during the course of the investigation, the Respondent has VOLUNTARILY COMPLIED with RCW 59.20. As a result, compliance with RCW 59.20 has been achieved. If you are aggrieved by the Program Manager's decision, your attention is directed to the section of this Notice entitled "Appeal of this Notice," which outlines the procedures under RCW 59.30.040 for obtaining review of this decision by an administrative law judge.

I. INTRODUCTION

1. On January 30, 2012, Gloria J. Kouf filed a complaint under RCW 59.30.040 with the Manufactured Housing Dispute Resolution Program ("MHDRP") of the Office of the Attorney General of Washington against Skylark Village II Mobile Home Park ("Skylark Village"). Skylark Village is a mobile home park for purposes of RCW 59.20.030(10), and is located in Auburn, Washington. Ms. Kouf owns her mobile home and rents a mobile home space in Auburn and is therefore considered a tenant under RCW 59.20.030(18).
2. In the complaint, Ms. Kouf alleged that Skylark Village had failed to repair a water valve that connected a hose running from the pedestal to Ms. Kouf's home. Ms. Kouf stated

that, on January 28, 2012, she noticed a leak in the hose and thus attempted to shut off the water at the valve so that she could repair the leak. Ms. Kouf stated that she was not able to turn off the valve, so she asked Danny, a Skylark Village Assistant Manager, to help her. Ms. Kouf stated that Danny used a special tool to turn off the valve. It was agreed by the parties that it was difficult to turn the valve off because it was broken. Ms. Kouf further stated she was informed that it was Skylark Village's position that she was responsible for the cost of repairing the valve and the hose.

3. On January 29, 2012, a technician from Roto-Rooter came to Ms. Kouf's home, replaced the broken valve, and repaired the leak in the hose. Roto-Rooter billed Ms. Kouf \$483.97, which Ms. Kouf paid.
4. 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).
5. MHDRP's investigation focused on potential violation by Skylark Village of RCW 59.20.130(6), which provides that a mobile home park landlord has a duty to "maintain and protect all utilities provided to the mobile home, in good working condition. Maintenance responsibility shall be determined at that point where the normal mobile home, 'hook-ups' connect to those provided by the landlord or utility company."

II. INVESTIGATION

1. An investigator from the MHDRP obtained additional documentation and information from Skylark Village, Ms. Kouf, and Roto-Rooter. This information revealed the following:
 - The valve that was replaced by Roto-Rooter was necessary for water utility service to Ms. Kouf's home.
 - The valve was not functioning at the time it was replaced by Roto-Rooter.
 - Ms. Kauf had not caused the valve to malfunction; the malfunction was caused by age and corrosion.
 - The valve was located on Skylark Village's side of the point of hook-up.
 - The leak in the water hose was on Ms. Kauf's side of the point of hook-up.
 - The bill from Roto-Rooter for replacing the valve and repairing the leak on the hose included a \$91 senior discount obtained by Ms. Kouf but did not provide a separate amount for the cost of the leak repair to the hose.
2. On May 3, 2012, MHDRP contacted Skylark Village Property Manager, Brenda Lindstrom, and informed her of the results of the investigation. At that time, Ms. Lindstrom agreed to refund Ms. Kouf for the portion of the Roto-Rooter repair bill attributable to replacing the valve.

III. CONCLUSIONS

1. The MHLTA regulates and determines the legal rights, remedies, and obligations arising from a rental agreement between a tenant who rents a mobile home lot and a mobile home park landlord. RCW 59.20.040. Any party aggrieved by a violation of RCW 59.20 has the right to file a complaint with the MHDRP. RCW 59.30.040(1). After receiving the complaint, the Attorney General's Office shall initiate the dispute resolution program by investigating alleged violations at its discretion and, if appropriate, facilitating negotiation between the parties. RCW 59.30.040(3). If, after an investigation, the MHDRP determines an agreement cannot be negotiated between the parties, the MHDRP will make a written determination on whether a violation of the MHLTA has occurred. RCW 59.30.040(5)-(6).
2. Following its investigation of this complaint, the MHDRP made the following determinations:
 - Skylark Village was responsible under RCW 59.20.130(6) for replacing the broken valve, but not for repairing the leak in the hose.
 - \$363 of the Roto-Rooter bill could be attributed to replacement of the valve.
3. Here, Skylark Village has agreed to refund Ms. Kouf \$363 attributable to the cost of replacing the valve. This corrective action will alleviate Ms. Kouf's complaint and bring Skylark Village into compliance with RCW 59.20.130(6). Accordingly, the MHDRP has concluded that Skylark Village has not violated RCW 59.20.130(6) as it has voluntarily complied with the law.
4. No penalties shall be imposed at this time on either party.

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 MHDRP within 15 business days of the party's receipt of this notice; and,
- 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.

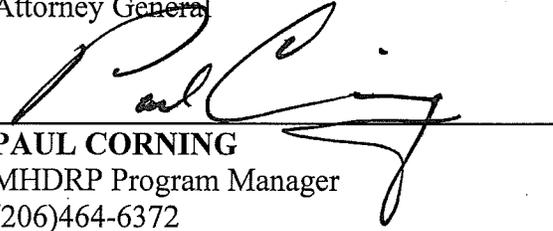
An administrative law judge will hear and receive pertinent evidence and testimony and decide whether a violation of the MHTLA has occurred by a preponderance of the evidence. The administrative law judge's decision will constitute the final agency order of MHDRP. A final order may be appealed to superior court according to instructions included a decision.

V. ORDER

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

Signed this 15th day of May, 2012.

Manufactured Housing Dispute Resolution Program
ROBERT M. MCKENNA
Attorney General



PAUL CORNING
MHDRP Program Manager
(206)464-6372
paulcorning@atg.wa.gov