

**STATE OF WASHINGTON
OFFICE OF ADMINISTRATIVE HEARINGS
FOR THE OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
MANUFACTURED HOUSING DISPUTE RESOLUTION PROGRAM**

In The Matter Of:

**GOLDEN ROSE MOBILE HOME PARK,

Appellant.**

**OAH Docket No. 2013-AGO-0001
MHDRP Complaint No. 410873**

**ORDER DENYING THE
MANUFACTURED HOUSING
DISPUTE RESOLUTION
PROGRAM'S MOTION FOR
RECONSIDERATION**

I. ISSUES PRESENTED

Whether to grant the Manufactured Housing Dispute Resolution Program's motion for reconsideration.

II. ORDER SUMMARY

The Manufactured Housing Dispute Resolution Program's motion for reconsideration is DENIED.

III. DISCUSSION

3.1 On July 5, 2013, I issued the Final Order Denying Agency's Motion for Summary Judgment and Granting Appellant's Motion for Summary Judgment.

3.2 On July 15, 2013, the Manufactured Housing Dispute Resolution Program ("the MHDRP") filed a motion for reconsideration.

3.3 On July 17, 2013, the Appellant filed a letter to respond if invited to do so. I did not issue an invitation.

3.4 The basis for the MHDRP's motion is that I improperly defined "permanent structure" by limiting that class to items listed in the rental agreement. The MHDRP called for reconsideration and reversal on three grounds: "1) the ruling is inconsistent with the plain language of the statute; 2) the ruling is at odds with the spirit and policy behind the statute; and 3) the ruling has broad negative policy implications."

3.5 First of all, the MHDRP's reading of my decision reflects a misunderstanding of the Facts as a Matter of Law, particularly as applied to the law in the Conclusions of Law. Accordingly, a brief summary is apt. At issue is the carport and shed located with the manufactured home on the lot leased or rented by the Kupers. The Kupers purchased the manufactured home from the Appellant and leased or rented the underlying lot from the Appellant by means of contemporaneous transactions. The Kupers and the Appellant never discussed the status of the carport and shed before the purchase and lease, during the execution of the transactions themselves, or even after the transactions until at least several months had passed. The carport and shed were not mentioned or listed in the rental agreement. The carport and shed were listed as part of the sale in the purchase agreement.

3.6 The MHDRP focuses on the finding that the carport and shed were not listed in the rental agreement and interprets my order to require amenities to be listed in the rental agreement in order to constitute permanent structures. However, the MHDRP reads my order too narrowly. The Appellant never offered the carport and shed as amenities. The Appellant did not do so orally; the Appellant did not do so in writing; the Appellant did not do so by silently and tacitly allowing the Kupers to use the carport and shed. Quite the opposite, contemporaneous with the tenancy the Kupers acquired, they purchased the carport and shed. At the moment the Kupers became tenants, they owned the carport and shed. The Kupers never experienced the carport and shed as amenities. Again, the Appellants never offered the carport and shed to the Kupers as amenities. Instead the Appellant affirmatively offered the carport and shed as part of the purchase.

3.7 Since the Appellant never offered the carport and shed to the Kupers as amenities, the carport and shed are excluded from the definition of permanent structures by operation of the last sentence in RCW 59.20.135(3). Therefore, my order is specifically consistent with the plain language of the statute.

3.8 Further, the underlying relevant policy as expressed by the legislature in RCW 59.20.135(1) is to protect tenants from being forced by landlords to become responsible for the costs of maintaining permanent structures. As pointed out by the attorney representing the MHDRP, tenants are in an unequal bargaining relationship with the landlord because a tenant typically cannot relocate his or her home. But here, the Kupers had the opportunity to decline ownership of and responsibility for the carport and shed before they became tenants and before they were obliged to spend money maintaining the carport and shed. Thus, the ruling in my order is not "at odds with the spirit and policy behind the statute".

3.9 Finally, my ruling has absolutely no policy implications, broad or negative. I decided a specific dispute. My decision has no precedential value. My decision effects no one other than the parties involved in this case.

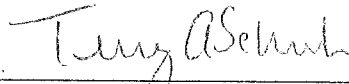
3.10 Accordingly, the MHDRP's motion for reconsideration should be denied.

ORDER

IT IS HEREBY ORDERED THAT:

The Manufactured Housing Dispute Resolution Program's Motion for Reconsideration is **DENIED**.

Signed and Issued at Tacoma, Washington, on the date of mailing.



Terry A. Schuh
Lead Administrative Law Judge
Office of Administrative Hearings

CERTIFICATION OF MAILING IS ATTACHED

CERTIFICATE OF SERVICE FOR OAH DOCKET NO. 2013-AGO-0001

I certify that true copies of this document were served from Tacoma, Washington upon the following as indicated:

Ed Sheckard Owner/Property Manager Golden Rose Mobile Home Park 6220 107th Ave E Puyallup, WA 98372-5836 <i>Appellant</i>	<input checked="" type="checkbox"/> First Class US mail, postage prepaid <input type="checkbox"/> Certified mail, return receipt <input type="checkbox"/> Campus Mail <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> First Class, postage prepaid, Certified mail, return receipt
Walter H. Olsen Attorney at Law Olsen Law Firm PLLC 205 S Meridian Puyallup, WA 98371-5915 Fax: (253) 200-2289 <i>Appellant Representative</i>	<input checked="" type="checkbox"/> First Class US mail, postage prepaid <input type="checkbox"/> Certified mail, return receipt <input type="checkbox"/> Campus Mail <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> First Class, postage prepaid, Certified mail, return receipt
Jennifer S. Steele Assistant Attorney General Office of the Attorney General 800 5th Ave Ste 2000 Seattle, WA 98104-3188 Fax: (206) 389-2800 <i>Agency Representative</i>	<input checked="" type="checkbox"/> First Class US mail, postage prepaid <input type="checkbox"/> Certified mail, return receipt <input type="checkbox"/> Campus Mail <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> First Class, postage prepaid, Certified mail, return receipt
Glenn G. Kuper, Sr. Nancy Kuper 10726 62nd St Ct E Puyallup, WA 98372-2798 <i>Interested Party</i>	<input checked="" type="checkbox"/> First Class US mail, postage prepaid <input type="checkbox"/> Certified mail, return receipt <input type="checkbox"/> Campus Mail <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> First Class, postage prepaid, Certified mail, return receipt

Date: Wednesday, July 31, 2013

OFFICE OF ADMINISTRATIVE HEARINGS

By: 

Audrey Q. Chambers
Legal Secretary