

ATTORNEY GENERAL
OF THE STATE OF WASHINGTON

MANUFACTURED HOUSING
DISPUTE RESOLUTION PROGRAM

In the Matter of the

Complaint of Stephanie Rodriguez
Against Green Acres Mobile Home
Park.

NOTICE OF VIOLATION

RCW 59.30.040

MHDRP Complaint No. 448097

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 a 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 May 2014, Stephanie Rodriguez filed a complaint against Green Acres Mobile Home Park (Green Acres) with the Manufactured Housing Dispute Resolution Program (MHDRP). Rodriguez alleged that Green Acres violated the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA), RCW 59.20, by requiring her to pay for repairs to a broken sewer line. MHDRP contacted Green Acres in an attempt to facilitate negotiation between the parties and resolve the dispute through an informal dispute resolution process. 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 Green Acres has violated RCW 59.20.130(6), by placing financial responsibility on the tenant for the maintenance

and repair of a utility when the repair was completed on the landlord's side of the hook-up, thereby making the landlord responsible for the repair.

II. FACTUAL BACKGROUND

- 2.1 Green Acres is a mobile home park for purposes of RCW 59.20.030(10), and is located in Issaquah, Washington.
- 2.2 Rodriguez rents a manufactured/mobile home lot from Green Acres, and therefore is a tenant under RCW 59.20.030(18).
- 2.3 Due to complaints of a foul odor near the Rodriguez home, Green Acres hired a sewer repair company, Mr. Rooter, to determine what the problem was. Using a camera, Mr. Rooter found a break in a portion of the sewer line that was underground.
- 2.4 The sewer line that extends from the Rodriguez home is connected to the main sewer line (provided by the utility) above ground. Approximately 2-3 feet beyond this "hook-up", the sewer line goes underground.
- 2.5 Green Acres obtained several bids from sewer repair persons. Green Acres hired a repair person and paid a total of \$3,500 for the sewer line repair.
- 2.6 Green Acres notified Rodriguez that she was responsible for the \$3,500 repair. Green Acres asserts that Rodriguez is responsible for the sewer repair work because of a provision in the rental agreement, wherein the tenant agrees to "repair any broken underground sewer lines." Lease Paragraph 13.
- 2.7 Rodriguez filed a request for dispute resolution with this program.

III. VIOLATIONS

- 3.1 RCW 59.20.130(6) requires landlords 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 Here, the break in the sewer line occurred on a portion of the line that was provided by the landlord or utility company. Therefore, pursuant to RCW 59.20.130(6) Green Acres is responsible for the repair.
- 3.3 RCW 59.20.060(1)(k) requires rental agreements to contain statements regarding the tenant's responsibility for utility hook-ups "consistent with RCW 59.20.130(6)." The statement in Green Acres rental agreement, requiring tenants to "repair any broken underground sewer lines" is inconsistent with RCW 59.20.130(6). RCW 59.20.130(6) states that maintenance responsibility will be determined at the "hook-up". The Green

Acres lease ambiguously requires tenants to repair any portion of the sewer line that might be underground, regardless of where the hook-up is. Moreover, RCW 59.20.060(2)(d) prohibits rental agreement from containing provisions whereby tenants waive or forego rights under RCW 59.20. The Green Acres lease term also violates this statute. Therefore, this term of the Green Acres lease is unenforceable.

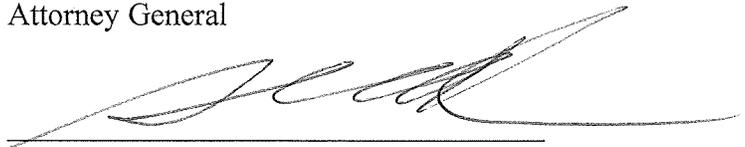
IV. CORRECTIVE ACTION

- 4.1 Green Acres must immediately stop billing Rodriguez for the cost of the utility repair. Green Acres is financially responsible for the repair and may not pass the expense of the repair on to Rodriguez.
- 4.2 Green Acres must remove the term that requires tenants to “repair any broken underground sewer lines” from its leases.
- 4.3 A failure to take corrective action set forth above within thirty (15) days of receipt of this Notice will result in the imposition of a \$50 fine per day thereafter, until compliance is achieved.

Signed this 3rd day of November, 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 your 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 in a decision.