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**Manufactured Housing Dispute
Resolution Program**

•Consumer Protection Division•
1-866-924-6458

In the Matter of:

Denise Thomas,

Complainant,

v.

Vanridge Mobile Home Park,

Respondent.

**NOTICE OF NONVIOLATION
RCW 59.30.040**

MHDRP Complaint No.: 356198

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 VIOLATIONS 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.

I. INTRODUCTION

1. On December 28th, 2009, the Complainant, Denise Thomas (Ms. Thomas), filed a complaint under RCW 59.30 with the Washington State Attorney General's Manufactured Housing Dispute Resolution Program (MHDRP) against her landlord, Vanridge Mobile Home Park (Vanridge), alleging violations of the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA), RCW 59.20. Vanridge is a mobile home park for purposes of RCW 59.20.030(10), and is located in Ridgefield, Washington. Ms. Thomas owns her manufactured home and rents a lot at Vanridge.

2. In her complaint and in subsequent communications with the MHDRP, Ms. Thomas alleged that Vanridge violated the MHLTA in five (5) ways:

- Failing to keep the premises reasonably clean and free from the accumulation of trash and debris, and exterminate or make a reasonable effort to exterminate rodents, vermin, or other pests dangerous to health, etc. in violation of RCW 59.20.130(1), (3) and (5)
- Charging her a utility fee in excess of the actual utility costs, in violation of RCW 59.20.070(6)
- Failing to maintain her driveway in good condition and transferring responsibility for its maintenance to her, in violation of RCW 59.20.135
- Failing to respect her privacy by entering onto her rented space without her written consent, in violation of RCW 59.20.130(7)
- Failing to prevent the accumulation of stagnant water, in violation of RCW 59.20.130(2)

3. After attempting to resolve the disputes through the informal dispute resolution process and the parties were unable to come to resolution, the MHDRP conducted a formal investigation pursuant to RCW 59.30.040(3).

4. As will be more fully set forth below, the MHDRP has concluded that Vanridge is NOT IN VIOLATION of the MHLTA.

III. EXPLANATION

1. **Allegation One: Failing to keep the shared premises reasonably clean and free from trash and debris, and exterminate or make a reasonable effort to exterminate rodents, vermin, or other pests dangerous to health, etc. in violation of RCW 59.20.130(1), (3) and (5).**

Ms. Thomas complained that Vanridge has permitted the accumulation of trash and debris in the common areas, which has led to a rodent problem. Under RCW 59.20.130(3), a landlord has a duty to maintain the common premises reasonably clean. Additionally, a landlord has an obligation to comply with all city or county laws applicable to the park. Section 9.24.010 of the Clark County Code prohibits the accumulation of more than two cubic yards of trash outside of a home. The MHDRP investigated the above allegation, and concluded that Vanridge is not in violation of RCW 59.20.130(1). The MHDRP found that while three rented spaces have some garbage issues, Mr. Potter, the park manager, is working with these tenants to resolve these issues. The MHDRP did not find any unsanitary accumulation of garbage or debris in the park's common areas nor did it find any evidence of rodent infestation. While Ms. Thomas reports that a mouse was found in a trap by her husband on or around May 1, 2010 these traps were set by Vanridge which shows a reasonable effort on the part of the Park to exterminate pests. Additionally, if the rodents were the results of other tenants' failing to keep their lots clean, those tenants would be responsible for the rodent extermination.

2. Allegation Two: Charging a utility fee in excess of the actual utility costs, in violation of RCW 59.20.070(6)

Ms. Thomas complained that Vanridge refused to provide her a written history of her utility bills. Under RCW 59.20.070(6), a landlord is prohibited from charging a tenant a utility fee in excess of the actual cost. Mr. Potter provided the information Ms. Thomas requested, and therefore the matter has been resolved. Vanridge is not in violation of RCW 59.20.070(6).

3. Allegation Three: Failing to maintain Ms. Thomas' driveway in good condition and transferring responsibility for its maintenance to her, in violation of RCW 59.20.135

Ms. Thomas complained that Vanridge has refused to repair her asphalt driveway, which has two noticeable dips. Under RCW 59.20.135, a landlord in a mobile home park is prohibited from transferring responsibility for the maintenance of a permanent structure to a tenant. A permanent structure does not include any structure affixed by a tenant. RCW 59.20.135(3). Ms. Thomas did not install the asphalt driveway on her rented lot. Vanridge reports that the current landlords also played no role in installing the driveway. From the information gathered by the MHDRP's investigation, it appears that some driveways at Vanridge were installed prior to units being placed on the lots. Other driveways were installed after units were placed on the lots. It appears that the driveway at issue was installed prior to Ms. Thomas' tenancy, but there is insufficient information as to who installed it. However, the asphalt driveway has not fallen into such disrepair as to require resurfacing or reinstallation. Therefore, Vanridge has not violated RCW 59.20.135.

4. Allegation Four: Failing to respect Ms. Thomas' privacy by entering onto her rented space without her prior notice, in violation of RCW 59.20.130(7).

Ms. Thomas complained that Mr. Potter entered on her rented space without prior notice. The MHDRP investigated this allegation and found that Vanridge did not violate RCW 59.20.130(7). Under RCW 59.20.130(7), park management has the right to enter a tenant's rented space to maintain utilities. Mr. Potter only enters Ms. Thomas' rented premises to take care of issues related to utilities. Mr. Potter performs these duties at regular intervals during the year. When doing so, Mr. Potter makes a reasonable effort to notify Ms. Thomas, as required under the law. Accordingly, Vanridge is complying with RCW 59.20.130(7).

5. Allegation Five: Failing to prevent the accumulation of stagnant water, in violation of RCW 59.20.130(2).

Ms. Thomas complained that her rented lot has an issue with standing water when it rains and that Vanridge has refused to repair it. Under RCW 59.20.130(2), a landlord has a duty to prevent the accumulation of stagnant water. Park management responded to this complaint by reporting that the soil in the area has a high clay content, which makes it prone to holding water. In order to deal with this problem, Vanridge has installed a swale that runs along the west fence and boundaries of lots 2, 4 and 6. The swale flows northbound into a ditch that runs parallel to 194th St. Additionally, Ms. Thomas' space has French drains designed to carry excess water into the swale and to the ditch. While

APPEAL OF THIS NOTICE

You may appeal this Notice by requesting a hearing before an administrative law judge. RCW 59.30.040. Your appeal must be submitted in writing and must be signed. The administrative law judge has authority to receive evidence and testimony in order to decide whether the evidence supports the MHDRP's decision by a preponderance of the evidence. Any appeal must be made within fifteen (15) days of receipt of this Notice and sent to the following address:

**Attorney General of Washington
Manufactured Housing Dispute Resolution Program
800 Fifth Avenue Suite 2000
Seattle, WA 98104-3188**

NOTE: If you do not submit a signed, written appeal within fifteen (15) days of receiving this Notice, this Notice will become final and binding on all parties. For more information on your rights and responsibilities with regard to this Notice, consult RCW 59.30.