

# Tenants' rights: Manufactured / Mobile Home Landlord-Tenant Act

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Washington's Manufactured / Mobile Home Landlord-Tenant Act (MHLTA) contains laws that protect tenants who own their home but rent lot space in a manufactured or mobile home park. Read this guide to learn about the duties of both tenants and park owners. It can also help you decide when to try to get legal help.

## **1. Fast facts**

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People who own their home but rent lot space in a manufactured / mobile home park are covered by Washington's Manufactured / Mobile Home Landlord-Tenant Act (MHLTA)

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20>).

You can read all the laws within the MHLTA at RCW 59.20

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20>). The MHLTA contains

many duties and prohibitions for:

- mobile home owners who rent their lot space **and**
- manufactured/mobile home park owners who are their landlords

## Does the MHLTA cover my home?

The MHLTA covers your home if it is:

- a manufactured home or mobile home that you own within a park where you rent the lot space underneath your home
- a recreational vehicle (RVs) or trailer that you own that is on a rented lot in a park, if it is permanently or semi-permanently attached to the lot space.

## What kind of homes does the law cover?

The MHLTA defines the homes that are covered by the law.

**Manufactured homes** are single-family homes that include plumbing, heating, air conditioning, and electrical systems. They are built on a permanent chassis to be transported in one or more sections. You can read the MHLTA definition of “manufactured home” at [RCW 59.20.030\(9\)](#) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.030>).

**Mobile homes** are factory-built homes built **before** June 1976. You can read the MHLTA definition of “mobile home” at [RCW 59.20.030\(11\)](#) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.030>).

**Park models are recreational vehicles or trailers** that are homes (permanent residences) and are permanently or semi-permanently installed in

a MHLTA covered park or community. You can read the MHLTA definition of “park model” at [RCW 59.20.030\(20\)](#) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.030>).

**Recreational vehicles** can include travel trailers, motor homes, truck campers, and camping trailers. If these vehicles are used as a **primary residence and permanently installed** or fixed to a lot in a MHLTA covered park or community, they may be considered a “**park model**”.

Throughout this guide, we’ll use “**mobile home**” to mean all of the homes described above.

## What qualifies as a mobile home park or community?

The MHLTA also defines the kinds of parks or communities covered by the law. These include:

- Mobile home parks
- Manufactured housing communities
- Manufactured / mobile home communities
- Any property that is rented out with **2 or more** mobile homes, manufactured homes, or park model RVs or trailers that are permanent homes installed on their lots.

You can read the MHLTA definition of “mobile home park” at [RCW 59.20.030\(15\)](#) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.030>).

## Are temporary rentals included in the MHLTA?

The MHLTA doesn't cover temporary rental properties, like seasonal and recreational campgrounds that are not intended for year-round occupancy.

Sometimes a seasonal or temporary property may become covered by the MHLTA if **2 or more homeowners live there permanently and don't move their home every year.**

Some park owners don't agree that the MHLTA covers them. They may claim they are temporary "RV park" owners or "campground" owners and don't have to follow the MHLTA laws.

If you are a permanent home owner renting space in a park whose owner doesn't follow the MHLTA, try to [get legal help](#).

Throughout this guide, we'll use "**mobile home park**" to mean all of the MHLTA-covered communities described above. We'll sometimes refer to the mobile home park **landlord** as the "**park owner**" or "**MHLTA park owner.**"

## 2. MHLTA Leases

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### Written rental agreement with 1 year term (or more)

A MHLTA park owner must offer you a written rental agreement for the lot (lot lease) for a term of 1 year or more, under [RCW 59.20.050](#) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.050>). You and the park

owner should sign this written rental agreement before you move in.

It's illegal for a park owner to only offer a month-to-month lease or a lease term shorter than 1 year. They must offer you a term of 1 year or more unless you sign a written waiver.

If you didn't get a 1 year term written rental agreement and didn't sign a waiver, your lease term is automatically 1 year from the date you move in, under RCW 59.20.050(1) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.050>).

## **You can only waive (give up) the right to a 1 year term in writing**

If you sign a written waiver giving up your right to a 1 year term, then you may have a lease for less than 1 year or a month-to-month rental agreement.

Park owners cannot offer you better terms than a 1 year term to try to get you to sign a waiver and month-to-month rental agreement, under RCW 59.20.050(1) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.050>).

Even if you sign a waiver when you move in, on your anniversary dates (every year after your move in date), you can demand a 1 year term rental agreement, and the park owner must offer you a 1 year term. See RCW 59.20.050(1) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.050>).

## **MHLTA rental agreement requirements**

RCW 59.20.060(1) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.060>) lists certain required terms that must be in all MHLTA rental agreements.

The required terms are:

- How much rent and other charges you must pay, when you pay, and where you pay
- A statement about how much rent was charged for the lot space over the last 5 years, as required by RCW 59.20.060(o) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.060>).
- How much deposit you must pay and when the landlord can keep the deposit
- List of utilities, services, and facilities you may use, and any fees for using them
- Park rules and regulations, including reasonable guest parking rules
- Your name and address or contact information for someone who would likely know where you are in an emergency
- A description of the rented lot's boundaries and utility hook-ups
- A statement that the park may be sold or closed after proper notice. This statement must be in **bold** above your signature.
- Your signature and the landlord's signature
- The landlord's name and address, or their agent's name and address

## MHLTA rental agreement prohibitions

RCW 59.20.060(2) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.060>) lists certain required terms that **can't** be in any MHLTA rental agreement.

These prohibited and unenforceable terms are:

- A term that waives (gives up) your rights under the MHLTA
- A term that requires you to give up your homestead rights

- A term that requires you to pay by electronic means only (see RCW 59.20.060(2)(i) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.060>)).
- A term that allows the landlord to raise the rent during the 1 year term
  - If your rental agreement has a term that splits certain costs between you and your landlord (like utility assessments and/or property tax), then when those costs go up or down, your portion may go up or down accordingly within the year.
- A term that allows the landlord to change your rent due date during the 1 year term
- A term that charges you for having guests who stay less than 15 days in a 60 day period.
- A term that allows the landlord to tow your car or your guest's car without notice
- A term that allows the landlord to charge you for short-term guest parking if your guests follow the parking rules. (Long-term guest parking fees are allowed if stated in the rental agreement).
- A term that lets the park owner charge an "entrance fee" or "exit fee" (except as part of a "continuing care contract" (<https://app.leg.wa.gov/RCW/default.aspx?cite=70.38.025>)) offered by a continuing care retirement community).

## Renewing a rental agreement

Written rental agreements, including the park rules, renew automatically for the same term as the original term (usually 1 year), on the anniversary of your move-in date. Month to month agreements automatically renew every month.

If you give your landlord 1 month's written notice before the end of the term that you do not intend to renew, the agreement will not renew, under RCW 59.20.090(3) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.090>).

### 3. While you are renting

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#### Protect yourself while renting

**Keep copies of all documents**, such as the rental agreement, park rules, any notices or letters from the landlord, and any letters or documents you send your landlord.

**If you pay rent or other payments in cash**, hand it directly to your landlord or their agent and immediately **get a written receipt**. Ask for and keep receipts of all payments to your landlord. Landlords must give you a receipt if you ask for one under RCW 59.20.134(3) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.134>).

**Make written notes** after important conversations with the landlord. Note the date, who was there, and what exactly each of you said.

**Follow up on important conversations**. Send the landlord a letter repeating what was said and/or any agreements made. Keep a copy of the letter for your records.

**Send your landlord** any documents or notices by both regular **and** certified mail, return receipt requested. Then you will have proof of mailing and when they received it.



## MHLTA Tenant duties

Under RCW 59.20.140

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.140>), MHLTA tenants have certain duties. If you rent a lot space in a park you must:

- Pay rent on time under the terms of the rental agreement
- Keep the space lot clean and sanitary as conditions permit
- Properly dispose of rubbish and garbage
- Control pest infestations if you cause them
- Not intentionally or negligently damage any facilities, equipment, or fixtures supplied by the landlord or allow a household member or guest to do so
- Not engage in illegal drug activities.

Your landlord may try to evict you if you violate these duties.

## MHLTA Landlord duties

Under RCW 59.20.130

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.130>), **MHLTA landlords must:**

- Maintain the common areas and keep them reasonably clean, sanitary, and free from hazardous conditions including stagnant water and hazardous weeds
- Make a reasonable effort to contain rodents and other pests in the common areas
- Maintain and protect utilities provided to the home up to the “hook-up” point

- Respect the privacy of park tenants and not enter into a home without written consent, except in an emergency
- Make a reasonable effort to notify the homeowner if they need to come onto the space or lot to maintain utilities and ensure compliance with codes and laws RCW 59.20.130(7)  
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.130>)
- Maintain the roads within the park.

## MHLTA Landlord prohibitions

The MHLTA prohibits certain actions by park landlords. MHLTA **landlords must not:**

- Keep you from selling your mobile home in the park or make you move the mobile home from the park if you sell it RCW 59.20.070(1)  
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.070>)
- Unreasonably restrict access to the park so that tenants can have freedom of choice in the purchase of goods and services RCW 59.20.130(8) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.070>)
- Ban tenant meetings to discuss mobile home living and affairs, if meetings are at reasonable times and conducted in an orderly way RCW 59.20.070(3) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.070>)
- Penalize you for taking part in tenant activities RCW 59.20.070(3)  
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.070>)
- Charge you a utility fee higher than the actual cost or deliberately end or interrupt utility services, unless needed to make repairs RCW 59.20.070(6) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.070>)
- Shut off electric or water services during National Weather Service heat alert days RCW 59.20.070(7)

<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.070>

- Remove or ban you from the mobile home lot **without a court order**  
[RCW 59.20.070\(8\)](#)

<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.070>

- Prevent a home's entry into or require its removal from the park just because it is a certain age [RCW 59.20.070\(9\)](#)

<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.070>

The landlord may be able to ban a home for other reasons (for example, for violating local fire or safety codes).

- Deny you the right to share the home with an adult caregiver, if your doctor says you need in-home care. The landlord may not collect guest fees or charge you more rent for the caregiver [RCW 59.20.145](#)  
<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.145>
- Make you responsible for maintaining permanent buildings within the park such as clubhouse, carports, or storage [RCW 59.20.135](#)  
<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.135>
- Come onto your lot at unreasonable times or in a way that interferes with your right to enjoy the property. Before coming onto a mobile home lot, the landlord must try to notify you of the entry [RCW 59.20.130\(7\)](#)  
<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.130>.

## If you think your landlord is violating the MHLTA

You can file a complaint with the Washington Attorney General's (AG)  
[Manufactured Housing Dispute Resolution Program](#)

(<https://www.atg.wa.gov/manufactured-housing-dispute-resolution-program>).

The AG may try to mediate the dispute between you and your landlord and in some cases, formally investigate, and issue fines or other penalties if a violation has occurred.

You can also try to [get legal help](#).

## 4. Deposits

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### Can my landlord make me pay a deposit?

Under [RCW 59.20.160](#)

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.160>), your landlord can only make you pay a damage or security deposit if:

- you have a written rental agreement, **and**
- the rental agreement stated the terms and conditions where your landlord may keep the deposit

Your landlord cannot collect a deposit if you have a verbal (unwritten) rental agreement.

Before you move in, take pictures and/or videos of the lot space around your home, so you can prove the conditions of the space if your landlord claims you've damaged the space while you are renting or when you move out.

## What does my landlord have to do with my deposit?

Under RCW 59.20.170(1)

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.170>), your landlord must:

- put your deposit in a trust account in a bank or with an escrow agent
- give you the name of the bank or escrow agent **and**
- give you a written receipt

If the deposit is more than 2 months' rent, the landlord must put the amount over 2 months' rent in an interest-bearing account in your name. You can collect the interest earned in the account (minus administrative fees) once a year, under RCW 59.20.170(2)

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.170>).

After you move out, within 14 days

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.180>), your landlord must give you a full and specific statement about why they are keeping any or all of your deposit. They must send the deposit or statement to the forwarding address that you give them before you move out.

Under RCW 59.20.180

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.180>), your landlord cannot keep your deposit because of wear resulting from ordinary use of the mobile home space.

If you think your landlord kept your deposit improperly, you can sue in small claims court for up to \$10,000.

## 5. Park rules

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In addition to the terms of the written rental agreement, most mobile home parks and communities have “park rules” that may be in a separate document or booklet.

Under [RCW 59.20.060\(1\)\(c\)](https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.060) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.060>), you must get a written copy of any park rules when you move in.

Park rules renew automatically when your rental agreement renews.

### Changes to park rules

Some rental agreements allow for park rules to change more frequently than the written terms in the rental agreement, but only with proper written notice.

[RCW 59.20.045\(6\)](https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.045) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.045>) requires your landlord to give you 30 days written notice before changing a park rule.

After the 30 days notice period when the rule goes into effect, you should get a 3-month “grace period” to comply with the new rule. During the “grace period,” if you break the new park rule, you may get a warning notice, but you should not get an eviction or termination notice. This grace period is defined in [RCW 59.20.045\(6\)](https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.045) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.045>).

## Changes in rules about pets, children, or recreational facilities

If your landlord wants to change a rule about pets, children living with tenants, or recreational facilities within the park, your landlord must give you a **6 month period to comply** with the rule or move out, before they can give you a termination notice based on the new rule, under RCW 59.20.080(a) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.080>).

If you believe a new park rule about children discriminates against families with children, you may file a complaint with the Washington State Human Rights Commission (<https://www.hum.wa.gov/fair-housing>).

### **Under RCW 59.20.045**

**(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.045>), a landlord can enforce a park rule only if:**

- The purpose of the rule is to promote convenience, health, safety, or welfare of the residents, protect the park property from damage, or to make sure everyone can use the services and facilities in the park fairly
- The rule is a reasonable way to meet one of the purposes above
- The rule is applied to all tenants fairly (and not just to you)
- The rule does not discriminate or retaliate against you
- The rule does not allow the landlord to get around a law or term in the rental agreement.

## **If you think your landlord is violating the MHLTA**

You can file a complaint with the Washington Attorney General's (AG) Manufactured Housing Dispute Resolution Program

(<https://www.atg.wa.gov/manufactured-housing-dispute-resolution-program>).

The AG may try to mediate the dispute between you and your landlord and in some cases, formally investigate, and issue fines or other penalties if a violation has occurred.

You can also try to [get legal help](#).

## 6. Rent increases

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### Rent increases

Under [RCW 59.20.090\(2\)](#)

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.090>), your landlord must give you at least 3 months' notice before the end of your rental term before raising the rent. If you have a month-to-month rental agreement, your landlord still must give you 3 months' notice before raising the rent.

Under [RCW 59.20.060\(2\)\(c\)](#),

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.060>) a MHLTA landlord cannot raise the rent during the term of rental agreement if the term is less than 2 years. If the term is for 2 year or more, a MHTLA landlord cannot raise the rent more than once a year.

If your rental agreement has a term that splits certain costs between you and your landlord (like utility assessments and/or property tax), then when those non-rent costs go up or down, your



portion may go up or down accordingly.

## **If you think your landlord is violating the MHLTA**

You can file a complaint with the Washington Attorney General's (AG) Manufactured Housing Dispute Resolution Program (<https://www.atg.wa.gov/manufactured-housing-dispute-resolution-program>).

The AG may try to mediate the dispute between you and your landlord and in some cases, formally investigate, and issue fines or other penalties if a violation has occurred.

You can also try to get legal help.

## **7. Utilities**

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Usually, a written lease should state whether you or the park owner is responsible for setting up and paying for utility services, including water, electricity, and gas.

### **Can the park owner make me start paying for utilities?**

A mobile home park owner may try to change who pays for utilities and give you a notice stating you need to set up your own account with the utility company.

Regular monthly utilities may be considered part of rent. Under RCW 59.20.090(2) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.090>), your landlord must give you at least 3 months' notice before the end of your rental term before raising the rent. If you have a month-to-month rental agreement, your landlord still must give you 3 months' notice before raising the rent.

## **Can my landlord shut off my utilities?**

The landlord cannot shut off utilities because you are behind in rent or to make you move.

Under state law at RCW 59.20.070(6) (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.20.070>), it is unlawful for a landlord to intentionally (on purpose) shut off utility service, except for a reasonable time to make necessary repairs. This includes water, hot water, heat, electricity, or gas.

If the utility account is in the landlord's name, it is illegal for the landlord to stop paying the bill so that the utility gets cut off to force you to move.

If the utility account is in your name, and they get shut off even though you have paid your bills, you will probably have to contact the utility company to find out why they shut off the utilities.

Mobile / Manufactured home park owners also must not shut off electricity or water during heat alert days under RCW 59.20.070(7). (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.20.070>)

## **What can I do if the landlord shuts off my utilities?**

If you can safely turn the utilities back on, such as by flipping a switch, you can try to do so.

If only your landlord has access to the utilities, try to get legal help () right away.

While you are trying to get legal help, you may also write and give the landlord a letter about turning the utilities back on. For example, you may write your landlord:

To: \_\_\_\_landlord\_\_\_\_

I am a park tenant at \_\_\_\_address\_\_\_\_.

On \_\_\_\_date\_\_\_\_, my \_\_\_\_electricity, gas, water, heat, or other utility\_\_\_\_ was shut off.

I demand you restore my utilities immediately.

Washington's Manufactured/Mobile Home Landlord-Tenant Act (M/MHLTA) at [RCW 59.20.070\(6\)](#) (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.20.070>) prohibits intentional interruption or termination of any tenant's utility services, including water, heat, electricity, or gas except for necessary repairs and [RCW 59.20.200](#) (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.20.200>) requires you to begin to restore the loss of hot or cold water, heat or electricity within 48 hours, or a condition imminently hazardous to life **within 24 hours**.

I may sue for the breach of contract, including any damages caused by an intentional shut off. I may also file a complaint with the Attorney General's Manufactured Housing Dispute Resolution Program. Under RCW 59.20.075 (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.20.075>), it is unlawful to retaliate against me for asserting my rights.

From: \_\_\_\_ your name \_\_\_\_.

It might also help to contact your local government agency that enforces building codes. Some local code enforcement officials might turn the utilities back on for you. However, if your local code enforcement agency finds that your unit is without electricity or water, they may condemn the property.

## 8. Repairs

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Under RCW 59.20.130

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.130>), **MHLTA landlords must:**

- Maintain the common areas and keep them reasonably clean, sanitary, and free from hazardous conditions including stagnant water and hazardous weeds
- Make a reasonable effort to contain rodents and other pests in the common areas

- Maintain and protect utilities provided to the home up to the “hook-up” point

## Does my landlord have to make repairs?

Maybe. In RCW 59.20.200

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.200>), the MHLTA provides some remedies for tenants in mobile home parks who need maintenance or repairs required under the law.

To use these repair and maintenance remedies, the MHLTA requires tenants to not owe any money in rent or utilities. RCW 59.20.240 (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.240>).

If you are all paid up in rent and utilities, you may deliver a written repair request to your landlord or their agent. The request should say which property needs repair or maintenance and what repairs or maintenance are needed.

Even if you have already verbally told or texted your landlord, property manager, or maintenance person about needing repairs or unsafe conditions, you should give your landlord a written notice that describes the problems and needed repairs.

## How should I deliver the repair request to my landlord?

You should try to give the repair request to your landlord so that **you can prove when the landlord received it**. Proving when the landlord received the notice may become very important if the landlord refuses to make repairs and you need to seek further actions under the MHLTA or sue your landlord

for money damages later.

You can send a copy of your repair request through US mail and ask the post office for a “return receipt” (<https://faq.usps.com/s/article/Return-Receipt-The-Basics>) so you will receive a receipt showing when the landlord received the letter.

In addition to mailing the letter and getting a return receipt, you can personally deliver the letter to your landlord or property manager’s office. When you deliver the letter in person, you can:

- Ask the person who takes your letter to give you a **receipt**. For example, you can ask them to date, sign, and mark “received” on a copy of your letter.
- Ask a **witness** to come with you when you deliver the letter. A witness can be helpful if you need to prove to a court later when you delivered the letter. Ask your witness to sign/date a statement for your records documenting that they saw you deliver the letter.

Make copies of any notices you give your landlord and keep them with your important papers about your rental unit (including your lease and rent receipts).

Scan or take pictures on your phone of the letter. Upload the file(s) to cloud storage for safekeeping. Consider sending a copy to someone you trust in case you lose your copy.

Once you give the landlord a written notice about needed repairs, the law then gives the landlord deadlines to start making repairs. Keep a copy of your written repair request and proof of delivery.

The MHLTA states how notices must be served by either the landlord or tenant at [RCW 59.20.150](#)

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.150>).

## **What must the landlord do after getting a repair request notice?**

Under the MHLTA at [RCW 59.20.200](#)

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.200>), the landlord must start making repairs as soon as possible after getting your written notice, but no later than:

- **24 hours** if the defective condition is life-threatening
- **48 hours** if the landlord fails to provide water, electricity, or sewer or septic service
- **10 days** if the maintenance is required under [RCW 59.20.130\(3\)](#) (<https://app.leg.wa.gov/rcw/default.aspx?cite=59.20.130>) (keeping the common premises reasonably clean, sanitary, and safe.)
- **30 days** to start making repairs in all other cases.

Even if there are circumstances beyond the landlord's control, the landlord should try to make the repairs as soon as possible.

If the landlord starts on repairs but did not complete the job, you may write to the landlord to restart this timeline. Landlords must complete repairs promptly.

## **If you think your landlord is violating the MHLTA**

You can file a complaint with the Washington Attorney General's (AG) Manufactured Housing Dispute Resolution Program (<https://www.atg.wa.gov/manufactured-housing-dispute-resolution-program>). The AG may try to mediate the dispute between you and your landlord and in some cases, formally investigate, and issue fines or other penalties if a violation has occurred.

You can also try to get legal help.

## 9. Homestead rights

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If you own your mobile home and it is your permanent home, much of the equity value of your home may be protected (cannot be taken) by creditors that you owe money to (including your landlord). This is called the “homestead exemption” and is found in RCW 6.13.030 (<https://app.leg.wa.gov/rcw/default.aspx?cite=6.13.030>).

The homestead exemption is the equity value in your home that you can protect from creditors, even without bankruptcy. The homestead exemption amount is the greater of (a) \$125,000; or (b) the county median sale price (<https://wcrer.be.uw.edu/housing-market-data-toolkit/annual-median-price/>) of a single-family home in the preceding calendar year.

**Equity** is the amount of money you would keep after you sold your home and paid off the mortgage and other liens. You can find the median sale price of homes in your county



(<https://wcrer.be.uw.edu/housing-market-data-toolkit/annual-median-price/>) at Washington Center for Real Estate Research.

The homestead exemption does not protect you from certain debts you may owe to contractors who work on your home, or for the materials they may have bought to improve your home.

The homestead exemption also does not protect your home from a creditor if you put your home up as collateral for a loan.

**You cannot give up your homestead rights in a lease.** RCW 59.20.060(2)(g) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.060>).

However, if you fall behind on rent, the landlord may ask you to waive (give up) your homestead rights to avoid an eviction. Try to get legal help right away before signing a settlement offer that gives up your homestead rights.

## 10. Moving out

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You can end your tenancy by giving your landlord written notice 1 month before the end of the term of your lease term under RCW 59.20.090(3) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.090>). If you do not give a written move-out notice, your lease term may automatically renew.

If you must move out because your employment requires you to move, you may give your landlord a 30 day written move-out notice, under RCW 59.20.090(4)(a) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.090>).

After you move out, your landlord must try to re-rent the space. If they cannot re-rent the space after making a reasonable effort, you may be liable for rent owed under your original lease term.

If you are an active service member in military, national guard, or reserves and get a permanent change of station or deployment orders that don't allow you to give more notice, you may give a 30 day written move out notice, under [RCW 59.20.090\(4\)\(b\)](https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.090) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.090>). You may have to provide a copy of your military orders. Try to [get legal help](#).

If you need to [move out because of an experience of domestic violence, sexual assault, stalking, or harassment](#), you may be able to move out before the end of your lease term.

## 11. Legal reasons to evict

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[RCW 59.20.080](https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.080) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.080>) lists the only legal reasons a MHLTA landlord can refuse to renew your rental agreement or to evict you.

If you get any of the notices described below, try to [get legal help](#).

**Nonpayment of rent.** If you fall behind on rent or other regular, periodic charges (like monthly utilities), your landlord may give you a **14-Day Pay or Vacate Notice**. If you do not pay what the landlord says you owe on the 14-Day Notice, your landlord may start the eviction court process against you. [RCW 59.18.080\(b\)](https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.080) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.080>).

**Repeated nonpayment of rent.** If you fall behind on rent or other regular, periodic charges (like monthly utilities), 3 or more times in a 12-month period after receiving a 14-Day Notice. RCW 59.18.080(m)  
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.080>).

**Lease or park rule violation.** If your landlord believes you have broken (“violated”) an important term or rule in your lease, they may give you a **20-Day Comply or Vacate Notice**. The lease violation should either be “substantial” (major) or “repeated” (happen several times). RCW 59.20.080(a)  
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.080>).

If your landlord changes a rule about pets, children living with tenants, or recreational facilities within the park, your landlord must give you a **6 month period to comply** with the rule or move out, before they can give you a termination notice based on the new rule, under RCW 59.20.080(a)  
(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.080>).

Under 59.20.080(2) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.080>), if the landlord is trying to evict you for breaking the rental agreement or park rules, **you must first go to mediation**. The landlord must submit the dispute to mediation within 5 days of the notice. You must both take part in the mediation process for at least 10 days. If the landlord does not mediate in good faith, that may be your defense to the court case.

**Repeated lease violations.** If you received 3 or more written 20-Day notices in the last 12 months (not calendar year), your landlord may start the eviction court process against you. RCW 59.20.080(h)

<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.080>).

**Failure to comply with laws, disorderly conduct, interference with other residents.** Your MHLTA landlord may give you a **15 Day Notice to Comply or Vacate** if:

- You violate a city, county, or state laws or codes governing tenants under [RCW 59.20.080\(i\)](https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.080) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.080>)
- You engage in disorderly or substantially annoying conduct that interferes with other tenants' rights to enjoy the premises under [RCW 59.20.080\(j\)](https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.080) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.080>)
- You do something that materially affects the health, safety, and welfare of other park residents under [RCW 59.20.080\(l\)](https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.080) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.080>).

If you do not stop the behavior described in the notice within 15 days, your landlord may start the eviction court process against you.

**Nuisance.** If you create a “nuisance” that materially affects the health, safety, and welfare of other park residence, your landlord may give you a 5 Day Notice to Cease the Nuisance. If you do not immediately cease the behavior, your landlord may start the court eviction process against you. [RCW 59.20.080\(k\)](https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.080) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.080>).

**Criminal activity.** Under [RCW 59.20.080\(f\)](https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.080) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.080>), if you commit a criminal act that threatens the health, safety, or welfare of other tenants, the landlord may try to evict you without any notice. Seizure of illegal drugs from your home or lot may be enough for your landlord to evict you. If you have to

register as a sex offender, that may be enough for your landlord to evict you.

**Closure of park or change of land use.** A landlord who wants to close the park or changes its use must give each tenant proper notice.

If you get any of the notices described above, try to get legal help right away.

## 12. Notice delivery requirements

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### Does the eviction notice have to be delivered in a certain way?

**Yes.** Your landlord must either:

- personally serve, **or**
- post **and** mail you a written eviction or termination notice

Your landlord (or their employee or agent) can **“personally serve”** you at your home by handing you the notice.

You landlord may also post a copy of the notice in a conspicuous place on your home. If the notice is posted to the door or somewhere obvious (e.g., on the gate), your landlord must also mail you a copy of the notice.

The law only requires your landlord to send the notice by regular first-class mail. It does not need to be sent by certified mail.

Eviction notices do not have to be notarized, printed on special court papers, or sealed in an envelope. Your landlord may type or even hand write it.

Termination notices or eviction notices sent by text message, voicemail, email, or verbally are not proper notices under RCW 59.20.

If your landlord does not deliver the eviction notice to you properly, you may have a defense to an eviction case if your landlord files one against you.

Try to talk to a lawyer right away if your landlord sends threats to evict you or gives you a termination notice.

## Can my landlord force me out by giving me an eviction notice?

No. Washington law requires landlords to follow a court eviction process (called an “Unlawful Detainer Action”) to evict a tenant (force a tenant to move). The first step in the process is delivering a termination or eviction notice. Your landlord also cannot lock you out or shut off your utilities to try to force you to move.

After the deadline on the notice expires, your landlord may then file an eviction lawsuit against you. You should then receive court eviction papers (called a Summons and Complaint), **and** then you must respond by the deadline on the Summons.

Renters with low incomes may be appointed a free lawyer before a court may proceed with an eviction. If you receive a Summons and Complaint, call our **Eviction Defense Screening line** at **1-855-657-**

**8387** or apply online (<https://nwjustice.org/apply-online>) to find out if you qualify.

After you respond, you should have an opportunity to go to an eviction court hearing in front of a judge. Only if the judge signs an order to evict you and the sheriff posts the eviction order () on your door can you be forced to move.

### **After the time period on the notice passes**

An eviction notice, termination notice, or a notice to vacate is a warning from your landlord. If you are still living in the place past the last day of the time period on the notice, your landlord may start the court eviction process (called an “Unlawful Detainer Action”) and serve you with court papers called a Summons and Complaint. Landlords cannot remove you from the rental or lock you out without a court order signed by a judge. Try to get legal help if you get eviction court papers.

## **13. Selling your home**

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If you sell the home or give it to someone, and the new owner wants to stay in the park, you can transfer the rental agreement, including park rules, to the new tenant. RCW 59.20.073 (<http://apps.leg.wa.gov/RCW/default.aspx?cite=59.20.073>).

To do this, you must:

- Notify the landlord in writing **15 days** before the transfer
- Explain in writing to the new tenant the parts of the MHLTA that apply to the transfer of rental agreements
- Tell the landlord in writing that you have paid all rent and appropriate taxes and expenses due on the mobile home.

## **Will the new owner have to apply to the landlord for the transfer?**

**Yes.** The landlord may not unreasonably disapprove of the transfer. The landlord's refusal must be in writing at least 7 days before the transfer. If the landlord approves the transfer, the landlord must give the new buyer copies of the rental agreement and park rules.

The landlord can require the mobile home to meet "applicable fire and safety standards" before approving the transfer of your rental agreement. RCW 59.20.073(5) (<http://apps.leg.wa.gov/RCW/default.aspx?cite=59.20.073>). If your landlord tries to block the transfer or sale of your home for this reason, try to get legal help as soon as possible.

The landlord must disapprove of the buyer on the same grounds that they disapprove of any new tenant.

The new tenant will have the same rights and responsibilities you had under the written rental agreement, park rules, and MHLTA. The landlord may not change the terms of the rental agreement at the time of transfer.

Before trying to sell your home, read RCW 59.20.073 (<http://apps.leg.wa.gov/RCW/default.aspx?cite=59.20.073>). If you do not carefully follow it, the landlord can legally disapprove of the transfer of the



rental agreement. If you have any questions, try to [get legal help](#).

## 14. Park closures

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A landlord who intends to permanently close a mobile home park must:

- Give each homeowner written notice of the park closure **at least 2 years prior** to the closure
- Give the Office of Mobile/Manufactured Housing a copy of the notice
- Record the notice in the county auditor's office
- Post a copy of the notice at all park entrances
- Give information about how to find relocation assistance
- Provide specific notices and information about the park tenants' right to compete to purchase the park
- Provide the required [relocation assistance](https://app.leg.wa.gov/RCW/default.aspx?cite=59.21.021) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.21.021>) or loss of home compensation to tenants if the landlord wants to close the park faster than 2 years [RCW 59.21.021](https://app.leg.wa.gov/RCW/default.aspx?cite=59.21.021) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.21.021>).

Read more about the specific requirements for a park closure notice at [RCW 59.21.030](https://apps.leg.wa.gov/RCW/default.aspx?cite=59.21.030) ([http://apps.leg.wa.gov/RCW/default.aspx?cite=59.21.030](https://apps.leg.wa.gov/RCW/default.aspx?cite=59.21.030)).

If the park owner misses a step, the notice may be no good. **If you get a closure notice, try to [get legal help](#) as soon as possible.**

### What do I do if I got a closure notice?

RCW 59.21.030(2) (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.21.030>) requires closure notices to follow a certain format and include information about how to get relocation assistance from Washington's Department of Commerce Mobile/Manufactured Home Relocation Assistance Program (<https://www.commerce.wa.gov/homeownership/relocation-assistance/>).

**If you get a park closure notice, you may be able to get financial help from the state to move your mobile home to a new park.** You could be eligible for reimbursement from the state for your mobile home moving costs up to a certain amount. Or the state might agree to arrange in advance to pay the mobile home moving company directly. Then you do not have to pay from your own money before moving.

Sometimes this fund can be affected by availability, so it is important to apply for the assistance **as soon as** you receive a notice to move.

Call the **State Office of Manufactured Housing** at **1-800-964-0852** or visit the Manufactured/Mobile Home Relocation Assistance Program (<http://www.commerce.wa.gov/building-infrastructure/housing/mobile-home-relocation-assistance/>) to apply.

## **Buying your mobile home park**

**You may be able to form an organization with other tenants to try to buy the park and keep it from being closed.** RCW 59.20.305

(<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.305>) requires park owners intending to sell a park to negotiate in good faith with qualified tenant organizations.

RCW 59.20.325 (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.20.325>) requires the selling park owner to give tenants an opportunity to buy the park and give them a notice of opportunity to compete to purchase (<https://www.commerce.wa.gov/homeownership/relocation-assistance/manufactured-housing-community-owner-resources/>) the park.

You can learn how tenants can organize to try to buy their park with Washington's Department of Commerce Homeowner Resources (<https://www.commerce.wa.gov/homeownership/relocation-assistance/homeowner-resources/>).

Households in closing communities may work with the **Department of Commerce Relocation Coordinator** to ask questions about program eligibility, the application and financial assistance process, relocating from their community, and other resources. Call **1-800-964-0852** or email [omh@commerce.wa.gov](mailto:omh@commerce.wa.gov) (<mailto:omh@commerce.wa.gov>)

## 15. Helpful organizations

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### Dispute Resolution Help

You can file a complaint with the Washington Attorney General's (AG) Manufactured Housing Dispute Resolution Program (<https://www.atg.wa.gov/manufactured-housing-dispute-resolution-program>). The AG may try to mediate the dispute between you and your landlord and in some cases, formally investigate, and issue fines or other penalties if a violation has occurred.

## **Washington Attorney General's**

### **Manufactured Housing Dispute Resolution (MHDR) Program**

<https://www.atg.wa.gov/manufactured-housing-dispute-resolution-program>

Statewide toll-free: 1-866-924-6458

King County: 206-464-6049

Email: [MHDR@atg.wa.gov](mailto:MHDR@atg.wa.gov) (<mailto:MHDR@atg.wa.gov>)

Mail:

Manufactured Housing Dispute Resolution Program

Attorney General's Office

800 5th Avenue, Suite 2000

Seattle, WA 98104

## **Help with Relocation Assistance**

If you own your mobile or manufactured home and live in a park that is closing in Washington State, you may be able to get relocation assistance. The program provides this assistance to eligible low-income households on a first-come, first-served basis. They give priority to residents in parks closed due to health and safety concerns or park-owner fraud.

## **Washington State Department of Commerce**

### **Manufactured/Mobile Home Relocation Assistance Program**

<https://www.commerce.wa.gov/homeownership/relocation-assistance/homeowner-resources/>

Phone: 360-725-2971 or 800-964-0852

Email: [OMH@Commerce.wa.gov](mailto:OMH@Commerce.wa.gov) (<mailto:omh@commerce.wa.gov>)

Mail:

Commerce/Manufactured and Mobile Home Relocation Assistance

P.O. 42525

Olympia, WA 98504

## Help with Discrimination

If you believe you have experienced discrimination based on your status in a protected class, you can file a discrimination complaint with the WA HRC.

**Washington State Human Rights Commission (WA HRC) – Fair Housing Unit** (<https://www.hum.wa.gov/fair-housing>)

1-800-233-3247

## Help with other Manufactured Home Owners

**Association of Manufactured Home Owners (AMHO)**

(<https://www.wamho.org/>)

This non-profit organization's stated purpose is to "promote, represent, preserve and enhance the rights and interests of manufactured home owners in the state of Washington through communication, education, negotiation and preservation of our communities."

**WashingtonLawHelp.org** gives general information. It is not legal advice.

Find organizations that provide free legal help on our [Get legal help](#) page.

<https://assets.washingtonlawhelp.org/en/tenants-rights->

[manufactured-mobile-home-landlord-tenant-act](#)