

McD moved. The motion carried.

6/22/20

Mobile/manufactured homes

1
to S2

AS

Sponsor: Balducci

Proposed No.: 2020-0191

1 **AMENDMENT TO STRIKING AMENDMENT 2 TO PROPOSED ORDINANCE**

2 **2020-0191, VERSION 1**

3 On page 4, after line 83, insert:

4 "B. "Mobile or manufactured home park" means any real property that is rented
5 or held out for rent to others for the placement of two or more mobile homes,
6 manufactured homes or park models, for the primary purpose of production of income,
7 except where the real property is rented or held out for rent for seasonal recreational
8 purpose only and is not intended for year-round occupancy."

9 Renumber the remaining subsections consecutively and correct any internal references
10 accordingly.

11

12 On page 8, after line 166, insert:

13 "SECTION 5. A. Where an unlawful detainer action against a tenant of a
14 mobile or manufactured home park is based on any reason enumerated in this
15 section, it is a defense to eviction if the eviction was initiated because of a failure
16 to pay rent due between March 1, 2020, and March 1, 2021. The defense is
17 available only where the reason for termination of the tenancy or occupancy or
18 failure to renew a tenancy or occupancy is based on:

19 1. The tenant's failure to comply with a fourteen-day notice to pay rent
20 or charges or vacate due to nonpayment of rent or charges under RCW
21 59.20.080(1)(b);

22 2. The tenant's failure to comply with a fourteen-day notice to comply or
23 vacate due to a failure to pay rent by the due date provided for in the rental
24 agreement three or more times in a twelve-month period, commencing with the
25 date of the first violation under RCW 59.20.080(1)(m);

26 B. To assert the defense under subsection A. of this section, the tenant of
27 the mobile or manufactured home park must prove that the failure to pay rent was
28 due to one or more of the following circumstances occurring as a result of the
29 COVID-19 pandemic:

- 30 1. The tenant's illness;
- 31 2. Loss or reduction of income;
- 32 3. Loss of employment;
- 33 4. Reduction in compensated hours of work;
- 34 5. Business or office closure;
- 35 6. A need to miss work to care for a family member or child, where that
36 care is uncompensated; and
- 37 7. Other similar loss of income due to the COVID-19 pandemic.

38 C. A tenant of a mobile or manufactured home park who fails to pay rent
39 due between March 1, 2020, and March 1, 2021, may elect to pay the overdue
40 rent through a repayment plan if the failure to pay was due to circumstances
41 occurring as a result of the COVID-19 pandemic. In an unlawful detainer action

42 based on nonpayment of rent that was due between March 1, 2020, and March 1,
43 2021, the landlord shall demonstrate by a preponderance of the evidence to a
44 court that the tenant was offered, and refused or failed to comply with, a
45 repayment plan that was reasonable based on the individual financial, health and
46 other circumstances of the tenant. A failure to provide a reasonable repayment
47 plan shall be a defense to eviction.

48 D. Late fees, interest or other charges do not apply to late payment of rent by
49 tenants between March 1, 2020, to March 1, 2021, if the failure to pay was due to
50 circumstances occurring as a result of the COVID-19 pandemic, and do not apply to
51 repayment of those amounts made in accordance with a repayment plan, so long as the
52 payments are timely made under the plan."

53 Renumber the remaining sections consecutively and correct any internal references
54 accordingly.

55

56 ***EFFECT: Extends the protections laid out to residential tenants in Striking***
57 ***Amendment 2 to tenants of mobile or manufactured home parks.***