

5004(a)

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

**NOTICE TO SECURED PARTY ON MANUFACTURED HOME  
FOR NONPAYMENT OF RENT AND/OR REASONABLE EXPENSES**

YOU ARE HEREBY NOTIFIED and informed, pursuant to RCW 59.20.074,  
as a secured party with a security interest in a mobile home as listed below  
wherein the tenant has defaulted in payment of rent and/or other reasonable  
expenses:

Tenant: \_\_\_\_\_  
Address: \_\_\_\_\_ County: \_\_\_\_\_

The above named tenant has defaulted in payment of rent as follows:  
Rent for: \_\_\_\_\_ \$  
Late Charges: \_\_\_\_\_  
Miscellaneous: \_\_\_\_\_  
Notice charge: \_\_\_\_\_  
Total: \_\_\_\_\_

Pursuant to RCW 59.20.074 you are required to pay the costs incurred and  
stated herein. Please remit the total sum owed to owner/agent listed below.

NOTICE: Failure to pay the above may result in additional expenses being  
assessed against the secured party, which may include attorney's fees and costs,  
and cost of removal of the mobile home, pursuant to the rental agreement/  
lease previously signed by the Landlord and Tenant (RCW 59.20.074(6) ).

The Landlord will provide any secured party with a copy of the rental  
agreement/lease previously signed by the Tenant and Landlord upon request.

Dated on : \_\_\_\_\_ at: \_\_\_\_\_, Wa.

OWNER: \_\_\_\_\_ AGENT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**NOTICE TO SECURED PARTY ON MOBILE HOME  
(RCW 59.20.074)**

5004(b)

RCW 59.10.74 - RENT - LIABILITY OF SECURED  
PARTY TAKING POSSESSION OF MOBILE HOME

59.20.074 Rent-----Liability of secured party taking possession of mobile home. (1) A secured party who has a security interest in a mobile home that is located within a mobile home park and has a right to possession of the mobile home under RCW 62A.9-503, shall be liable to the landlord from the date the secured party receives written notice by certified mail, return receipt requested, for rent for occupancy of the mobile home space under the same terms the tenant was paying prior to repossession, and any other reasonable expenses incurred after the receipt of the notice, until disposition of the mobile home under RCW 62A.9--504. The notice of default by a tenant must state the amount of rent and the amount and nature of any reasonable expenses that the secured party is liable for payment to the landlord. The notice must also state that the secured party will be provided a copy of the rental agreement previously signed by the tenant and the landlord upon request.

(2) This section shall not affect the availability of a landlord's lien as provided in chapter 60.72 RCW.

(3) As used in this section, "security interest" shall have the same meaning as this term is defined in RCW 62A.1--201, and "secured party" shall have the same meaning as this term is defined in RCW 62A.9--105.

(4) For purposes of this section, "reasonable expenses" means any routine maintenance and utility charges for which the tenant is liable under the rental agreement.

(5) Any rent or other reasonable expenses owed by the secured party to the landlord pursuant to this section shall be paid to the landlord prior to the removal of the mobile home from the mobile home park.

(6) If a secured party who has a secured interest in a mobile home that is located in a mobile home park becomes liable to the landlord pursuant to this section, then the relationship between the secured party and the landlord shall be governed by the rental agreement previously signed by the tenant and the landlord unless otherwise agreed, except that the term of the rental agreement shall convert to a month-to-month tenancy. No waiver is required to convert the rental agreement to a month-to-month tenancy. Either the landlord or the secured party may terminate the month-to-month tenancy upon giving written notice of thirty days or more. The secured party and the landlord are not required to execute a new rental agreement. Nothing in this section shall be construed to be waiver of any rights by the tenant.

[1990 c 169 2; 1985 c 78 1.]

