

ATTORNEY GENERAL OF THE
STATE OF WASHINGTON

MANUFACTURED HOUSING
DISPUTE RESOLUTION PROGRAM

IN THE MATTER OF THE

**COMPLAINTS AGAINST PARKS
OWNED BY HURST & SON LLC**

NOTICE OF CORRECTIVE ACTION

RCW 59.30.040

MHDRP Complaint No.

I. BACKGROUND

1.1. In October 2023, the Manufactured Housing Dispute Resolution Program (the “Program”) issued preliminary findings and proposed resolutions regarding common issues raised in complaints from tenants at Hurst & Son owned parks. These preliminary findings identified various issues the Program initially determined may violate the Manufactured/Mobile Home Landlord Tenant Act (MHLTA), RCW 59.20, and are incorporated herein by this reference.

1.2. Since that time, the Program and Hurst & Son have held extensive discussions and Hurst & Son has taken steps to correct potential MHLTA violations and come into compliance.

1.3. As part of its compliance efforts, Hurst & Son has implemented a “Tenant Relations” system to provide tenants with a direct point of contact for lease-related concerns, maintenance issues, and utility billing disputes.

1.4. As part of the Hurst & Son tenant relation system, tenants are encouraged to address their disputes in writing through the Tenant Relations portal. Should the issue not be resolved, tenants or Hurst & Son may submit the information to the Program for review to determine whether parties are in compliance with the MHLTA. Tenant Relations can be contacted at: compliance@hurstsonLLC.com

1.5. Program services remain available to both parties, and the Program continues to have jurisdiction over ongoing and future complaints against Hurst & Son parks under RCW 59.30, with some limitations. Specifically:

- The Program is limited to addressing violations of the MHLTA.
- The Program is limited to ordering reimbursement for funds when they were collected in violation of the MHLTA.

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- The Program may only impose financial penalties when a landlord fails to comply with an issued Program order or fails to comply with a Program investigation.

1.6. Tenants and landlords retain their legal rights outside of the dispute resolution process. Specifically:

- No party has waived legal rights by participating in the dispute resolution process.
- Tenants have not waived any legal rights by accepting refunds and other payments issued by Hurst & Son as Program-related corrective action.
- Formal orders issued by the Program can be appealed by either party under RCW 59.30 and RCW 34.05.

II. COMPLIANCE MEASURES/CORRECTIVE ACTION

Hurst & Son has agreed to the following corrective actions regarding potential MHLTA violations identified by the Program.

Lease Renewal Date Alterations

Hurst & Son has rescinded its policy regarding unilateral changes to tenant lease anniversary dates and adjusted lease terms accordingly.

Ineffective Rent Increases

Hurst & Son rescinded non-compliant rent increases and issued reimbursements to impacted tenants.

Hurst & Son agreed to the following corrective relief to remedy ineffective rent increases:

1. Tenant lease anniversary dates are determined based on the last mutually agreed term date between the tenant and Hurst & Son or a previous community owner.
2. Notwithstanding any other legal requirements, a tenant's agreement to the new term date must be sufficiently acknowledged and signed, determined by affirmative steps taken by the tenant.
 - For example, if a proposed Hurst & Son lease offered a tenant a new term date, the tenant must have circled the new term and signed the lease to properly agree to the new lease term. Otherwise, the tenant's lease term automatically renewed on its lease anniversary date.
3. Notwithstanding any other legal requirements, if a change to the tenant's lease term would have resulted in a term of less than a year, then the tenant must have separately signed a waiver to their right to a one-year term under the MHLTA.

- For example, even if a tenant had circled agreement to a new term date, but that term date would have been for less than a year or it would have changed a year-term that had already automatically renewed, then the new term is disregarded absent a separate waiver to the one-year term.
4. Any rent increases that did not comply with the MHLTA are deemed ineffective.
 5. Tenants are to be fully reimbursed for ineffective rent increases that occurred since 2021.
 6. Reimbursements are calculated by the difference between the rent paid by the tenant and what their rent would have been for each applicable month.
 7. The reimbursements are applied directly to the tenant rental account with Hurst & Son, appearing on their monthly statements as a credit. Any tenants that have moved or will move prior to using the full credit are entitled to a check from Hurst & Son for the reimbursement.
 8. Tenants may request an account ledger to review any reimbursement they received or did not receive by contacting Tenant Relations and/or the Program and may submit for review any identified errors or discrepancies.

Utility Billing

The Program identified as non-compliant certain utility charges, including “private utilities” and other utility charges, within Hurst & Son parks. Hurst & Son has refunded in full those charges.

Otherwise, Hurst & Son produced sufficient records to establish that the utility charges passed along to tenants matched Hurst & Son’s actual utility costs. Tenants may contact Tenant Relations to request utility records or confirm correct billing and raise any identified discrepancies to the Program.

Rule Violation/Notice Fees

Hurst & Son has removed the \$65 rule violation/notice fee from all lease agreements and provided tenants with reimbursements for past charges and has agreed not to include rule violation/notice fees in future community rules/rental agreements.

Excessive Fees

Hurst & Son agreed to reduce the fees the Program deemed excessive, including late fees and extra vehicle fees. Tenants received reimbursements at the difference between the excessive fee and the reduced fee.

Maintenance of Permanent Structures and Common Premises

Hurst & Son has adjusted its universal rental agreement and the community rules to reflect that permanent structures remain the landlord’s responsibility as required by RCW 59.20.135. Hurst

& Son is expected to maintain permanent structures unless Hurst & Son can demonstrate a tenant placed or significantly modified the structure.

Hurst & Son has performed maintenance on carports, sheds, and other permanent structures to comply with RCW 59.20.135, and has submitted records of the maintenance work to the Program.

Hurst & Son agreed to address various tenant complaints regarding maintenance of the common areas, utilities, and road repairs.

Hurst & Son further agreed to timely respond to maintenance issues through the Tenant Relations system, which can be reviewed by the Program should the tenant not believe the issue was sufficiently addressed.

The Program will continue to monitor compliance with Hurst & Son's duties as a landlord as issues are presented to the Program for review.

Landlord's Right of First Refusal

Hurst & Son has removed the "landlord's right of first refusal" provision from its community rules and from its leases. Hurst & Son has agreed not to seek to enforce any purported right of first refusal in any leases.

III. ONGOING PROGRAM SERVICES

Should information be presented that establishes Hurst & Son is not adhering to the agreements as outlined above, the Program may proceed directly to enforcement action pursuant to the procedures under RCW 59.30.00.

Signed this 28th day of February, 2025.

MANUFACTURED HOUSING DISPUTE
RESOLUTION PROGRAM

NICHOLAS W. BROWN
Attorney General

s/Sebastian Miller

Sebastian Miller, WSBA #50261
Assistant Attorney General

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, the Program 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 MHLTA has occurred by a preponderance of the evidence. The administrative law judge's decision will constitute the final agency order of the Program. A final order may be appealed to superior court according to instructions included in a decision.