

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR SPOKANE COUNTY

MANUFACTURED HOUSING
COMMUNITIES OF WASHINGTON, a
Washington corporation,

Plaintiff,

vs.

STATE OF WASHINGTON,

Defendant.

No. _____

COMPLAINT FOR
DECLARATORY AND
INJUNCTIVE RELIEF

COMES NOW the plaintiff, and it pleads as follows:

1. Manufactured Housing Communities of Washington (“MHCW”), a Washington corporation, is a statewide organization of mobile home park owners with members in Spokane County.

2. The defendant is the State of Washington ("State").

3. MHCW has standing, and this Court has jurisdiction over this case, under RCW 7.24, the Uniform Declaratory Judgment Act, and RCW 2.08.010. MHCW's members are directly affected by the provisions of EHB 1217.

Complaint for Declaratory and Injunctive Relief - 1

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received by the WA Spokane County Superior Court.

1 4. A real and current controversy exists between MHCW and the State as to the
2 interpretation and constitutionality of EHB 1217. As a result of that real and current controversy
3 existing between MHCW and the State, MHCW brings this matter under the Uniform Declaratory
4 Judgments Act, RCW 7.24, to obtain a declaration of rights and obligation by and between the
5 parties relative to the authority of the State to enforce EHB 1217.

6 5. This Court has venue over this case under RCW 4.92.010(1).

7 6. In its 2025 session, the Washington Legislature enacted EHB 1217. It was signed
8 by the Governor and became law on May 7, 2025 because it had an emergency clause making it
9 effective upon the Governor's signature. Laws of 2025, ch. 209. The title of EHB 1217 stated:
10 "AN ACT Relating to improving housing stability for tenants subject to the residential landlord-
11 tenant act and the manufactured/mobile home landlord-tenant act by limiting rent and fee
12 increases, requiring notice of rent and fee increases, limiting fees and deposits, establishing a
13 landlord resource center and associated services, authorizing tenant lease termination, creating
14 parity between lease types, and providing for attorney general enforcement; amending RCW
15 59.18.140, 59.20.170, 59.20.060, and 59.20.030; adding new sections to chapter 59.18 RCW;
16 adding new sections to chapter 59.20 RCW; creating a new section; prescribing penalties;
17 providing expiration dates; and declaring an emergency."

18 7. The legislation purports to cap rent increases in Washington residential tenancies.
19 The legislation contains two distinct sections, one pertaining to traditional residential tenancies
20 (Residential Landlord-Tenant Act, RCW 59.18) and one relating specifically to mobile home park
21 tenancies (Manufactured/Mobile Home Landlord-Tenant Act, RCW 59.20, ("MHLTA")). The
22 former section (§ 101) bars any rent increase during the first twelve months, regardless of
23 circumstances, and then during any twelve-month period thereafter limits any rent increase to no

1 more than 7% plus the Consumer Price Index, or 10% whichever is less. The legislation also directs
2 (§ 101(4)) that a landlord may not include terms for a month-to-month lease that are “more
3 burdensome” than those of greater duration, and the landlord must provide “parity” in rents
4 between those two types of leases. The legislation prescribes a specific form for a notice of a rent
5 increase (§ 103), and allows for limited exemptions from the provisions of the statute for certain
6 public and nonprofit organizational owners (§ 102).

7 8. In its distinct treatment of mobile home parks, the legislation flatly bars rent
8 increases during the first twelve months of any tenancy. This is particularly problematic in the
9 mobile home context because tenants often assume a lease upon purchasing a home, and the leases
10 under the MHLTA automatically renew for a year. The ban on rental increases in the first 12-
11 month period will never apply to those assumed tenancies. The legislation caps any rent increases
12 during any subsequent twelve month period at 5% (§ 201). A specific form of notice is prescribed
13 (§ 203) and limited exemptions from the rental increase cap are allowed principally for public or
14 nonprofit organizational owners (§ 202). Sections 204 and 205 limits fees that park owners may
15 charge.

16 9. Upon EHB 1217’s enactment, MHCW reached out to the Department of Commerce
17 for assistance in the interpretation and application of EHB 1217 to its members, and received none.

18 10. MHCW’s members with mobile home parks in Spokane County have been the
19 subject of threatened enforcement actions by defendant. Parks whose proposed rent increases were
20 legal under existing lease agreements and state law were threatened with legal action pursuant to
21 EHB 1217 because those formerly legal agreements and rent notices were purportedly rendered
22 illegal by SHB 1217. MHCW’s members have experienced significant cost increases and lost
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1 revenue that cannot be passed on to tenants in rent increases. Some of MHCW's Spokane County
2 park owners have decided to sell their parks rather than endure EHB 1217's rent controls.

3 **A. FIRST CAUSE OF ACTION (WASH. CONST., SINGLE SUBJECT)**

4 11. Article II, § 19 of the Washington Constitution states: "No bill shall embrace more
5 than one subject, and that shall be expressed in the title."

6 12. Among the purposes of this constitutional provision is avoidance of deception of
7 legislators and the public by disclosing the effect of new legislation and its impact on existing
8 laws, without hampering the Legislature or the people in enacting laws.

9 13. EHB 1217 purports to consider in a single measure multiple distinct and unrelated
10 matters. The principal thrust of the legislation is to enact rent control both for residential tenancies
11 and for mobile home parks. EHB 1217 also contains a variety of additional provisions unrelated
12 to rent control, including the creation of a resource center, (§ 105). It also enacts a variety of
13 changes in the MHLTA. Notices under the MHLTA were previously served under RCW
14 59.30.150, however § 203(1)(b)(ii) requires notice be served in accordance with RCW 59.12.040.
15 The new required form in § 203 limits the ability of park owners to change other terms of the
16 tenancy upon three months' notice prior to a renewal. Section 204 limits security deposits to one
17 month's rent. Section 205 limits late charges to 2% for the first consecutive month, 3% for the
18 second consecutive month, and 5% for the third or more consecutive months and requiring a five-
19 day grace period after rent is due before assessing late charges. Section 206 adds a rent definition
20 to the definitions section in the MHLTA, stating that rent "may include charges for utilities...".
21 SHB 1217 violates article II, § 19 of the Washington Constitution.

22 14. The shear breadth of the title to EHB 1217, iterating a whole series of actions the
23 legislation seeks to address, documents that more than a single subject is at issue in EHB 1217.
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1 MHCW is entitled to a declaratory judgment under RCW 7.24 that EHB 1217 is unenforceable
2 insofar as it violates the single subject imperative of article II, § 19 of the Washington Constitution
3 and is therefore invalid.

4 **B. SECOND CAUSE OF ACTION (TAKINGS)**

5 15. The prior factual allegations are incorporated by reference.

6 16. EHB 1217 contains no provision affording a park owner any recourse from the rent
7 increase cap of § 201 for unforeseen circumstances that might befall a park owner such as a natural
8 disaster that causes destruction to park facilities or unforeseen circumstances such as damage to
9 park water or sewer systems or park roadways, among many possible operational factors for a
10 mobile home park.

11 17. EHB 1217's hard cap on the ability of plaintiff's member park owners to raise rents,
12 regardless of any market or emergency exigencies, without any flexibility or appeal to a
13 governmental agency for relief, constitutes a taking of plaintiff's member park owners' property
14 under the Fifth and Fourteenth Amendments to the United States Constitution, and article I, § 16
15 of the Washington Constitution.

16 **C. THIRD CAUSE OF ACTION (DUE PROCESS)**

17 18. The prior factual allegations are incorporated by reference.

18 19. EHB 1217 deprives MHCW's member park owners of their property interests by
19 imposing mandatory rent caps that prevent owners from charging rent sufficient to cover ordinary
20 operating costs, extraordinary repairs, capital improvements, or unforeseen emergencies that arise
21 in the operation of a mobile home park. EHB 1217 places these restrictions on park owners
22 regardless of their actual economic circumstances and without regard to whether such limits cause
23 financial loss or impair the owner's ability to maintain the park.

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1 20. EHB 1217 is the only rent control scheme of its kind that provides no mechanism
2 for a property owner to petition for or obtain a higher rent increase based on economic necessity.
3 Unlike every other rent control system in common use, EHB 1217 contains no hardship exception,
4 no administrative process, no hearing procedure, no variance process, and no provision for
5 individualized review. A park owner facing catastrophic infrastructure failures, emergency
6 expenses, escalating utility costs, or other substantial increases in operating costs is foreclosed
7 from any opportunity to seek relief from the statute's mandatory cap.

8 21. EHB 1217 violates the Due Process Clause of the Fourteenth Amendment to the
9 United States Constitution and article I, § 3 of the Washington Constitution because it deprives
10 park owners of their property interests without providing any process for review or exception.

11 **D. FOURTH CAUSE OF ACTION (IMPAIRMENT OF CONTRACT)**

12 22. The prior factual allegations are incorporated by reference.

13 23. MHCW's member park owners in Spokane County had lease agreements with
14 tenants that allowed for rent increases pursuant to those agreements and state law that were
15 immediately nullified by the enactment of EHB 1217.

16 24. The enactment of EHB 1217, with its emergency clause, immediately rendered
17 existing lease agreements and their notices for rent increases and rental agreements that were legal
18 when executed by MHCW mobile home park owners and tenants retroactively illegal.

19 25. The State has issued cease and desist orders and threatened legal action on the basis
20 of EHB 1217 against park owners in Spokane County that issued rent increase notices compliant
21 with lease agreements with tenants and former law.

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1 26. By such impairment of MHCW's member park owners' existing leases, EHB 1217
2 violates the Contract Clause of the United States Constitution and article I, § 23 of the Washington
3 Constitution.

4 **E. FIFTH CAUSE OF ACTION (WASH. CONST., PRIVILEGES AND IMMUNITIES)**

5 27. The prior factual allegations are incorporated by reference.

6 28. Article I, § 12 of the Washington Constitution states, "No law shall be passed
7 granting to any citizen, class of citizens, or corporation other than municipal, privileges or
8 immunities which upon the same terms shall not equally belong to all citizens, or corporations."

9 29. This constitutional provision's purpose is to prevent favoritism and special
10 treatment to the few while disadvantaging others. It provides heightened state law protections
11 when the threat is not of majoritarian tyranny but of a special benefit to a minority, and protection
12 against special favoritism.

13 30. EHB 1217 grants a "privilege" or "immunity" because it implicates one or more of
14 the fundamental rights of state citizenship, including the rights to acquire and hold real property,
15 to establish and collect rents on leased property, and to enforce real property rights. EHB 1217
16 grants a privilege or immunity to some park owners while disadvantaging others by granting an
17 exception from EHB 1217's caps on rent increases (§ 202) to park owners that are a public housing
18 authority, a public development authority, or a certain kind of regulated nonprofit organization.
19 The Legislature had no reasonable ground for granting that privilege or immunity.

20 31. Based on the forgoing, EHB 1217 violates MHCW's rights under the article I, § 12
21 of the Washington State Constitution.

22 **F. SIXTH CAUSE OF ACTION (EQUAL PROTECTION)**

23 32. The prior factual allegations are incorporated by reference.

1 33. EHB 1217 treats differing types of tenancies differently under its provisions. There
2 is no rational justification for treating the applicable rental caps for residential landlords and
3 plaintiff's member park owners differently. Nor is there any rationale for allowing publicly owned
4 mobile home parks or those owned by nonprofit organizations to have the ability to obtain
5 unlimited rent increases. At that, the legislation treats exemptions for landlords in § 102 differently
6 than it treats exemptions for park owners in § 202.

7 34. By providing different levels of rent control for residential and mobile home
8 tenancies and exempting public/nonprofit mobile home park owners from rental caps, EHB 1217
9 violates the rights of MHCW to equal protection under the Fourteenth Amendment of the United
10 States Constitution, and article I, § 12 of the Washington Constitution.

11 WHEREFORE, the plaintiff MHCW prays as follows:

12 1. For a declaratory judgment that EHB 1217 on its face is void and unenforceable;

13 2. For an injunction permanently enjoining the State from enforcing the provisions of

14 EHB 1217;

15 3. For their costs and disbursements, including their reasonable attorney fees;

16 4. For such other relief as the Court may deem equitable and proper.

17 DATED this 20th day of January, 2026.

/s/ Philip A. Talmadge

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