

**WASHINGTON STATE
OFFICE OF ADMINISTRATIVE HEARINGS**

In the matter of:

Beacon Charters and RV Park, LLC;
Deer Point Meadows Investments, LLC;
Michael Werner; and Denise Werner,

Appellants.

Docket No. 08-2022-AGO-00051

FINAL ORDER

Agency: Attorney General's Office
Program: Manufactured Housing Unit
Agency Nos. 613895, 614237, 614491,
614691, 614697, 614700,
614762, 614763, 614764,
620817, 620818, 621415

1. ISSUES

- 1.1. Did Beacon Charters and RV Park, LLC et al violate RCW 59.20.020 by using a twice-rescinded notice as a basis to evict tenants at the Park?
- 1.2. Did Beacon Charters and RV Park, LLC et al violate RCW 59.20.020 by issuing the February 25, 2022 notices to vacate prior to its legal ownership of the Park?
- 1.3. Did Beacon Charters and RV Park, LLC et al violate RCW 59.20.080 by issuing its February 25, 2022 notices to vacate without providing any proper notice of eviction?
- 1.4. Did Beacon Charters and RV Park, LLC et al violate RCW 59.20.150(3) by not clearly stating the reasons for which the tenants' tenancies were to be terminated in its February 25, 2022 notice?
- 1.5. Did Beacon Charters and RV Park, LLC et al violate RCW 59.20.080 and 59.20.150 by attempting to evict the Park tenants without issuing and serving the required notices?
- 1.6. Did Beacon Charters and RV Park, LLC et al violate RCW 59.20.080 by issuing the April 6, 2022 notices without providing Park tenants the required 12-month notice period under RCW 59.20.080(1)(e)?
- 1.7. Did Beacon Charters and RV Park, LLC et al violate RCW 59.20.130(6) by issuing the April 6, 2022 notices that utilities would be disconnected, attempting to circumvent the landlord's duties to maintain and protect all utilities in good working condition and causing tenants to believe they would imminently lose access to basic health needs?
- 1.8. Did Beacon Charters and RV Park, LLC et al violate RCW 59.20.150(3) by not stating a specific reason for eviction in a clear manner in its April 6, 2022 notices?

- 1.9. Did Beacon Charters and RV Park, LLC et al violate RCW 59.20.130(7) by handling out the April 6, 2022 notices in an aggressive manner, while armed, and entering a home without the tenant's permission?
- 1.10. Did Beacon Charters and RV Park, LLC et al violate RCW 59.20.150(1) by posting a notice of imminent utility shut-off on common premises on or about April 12, 2022 without delivery of the same notice to the tenants' last known addresses?
- 1.11. Did Beacon Charters and RV Park, LLC et al violate RCW 59.20.060 by failing to offer tenants a written rental agreement?
- 1.12. Did Beacon Charters and RV Park, LLC et al violate RCW 59.20.134 by not allowing tenants to pay rent with a personal check, cashier's check, or money order for any payment made by a tenant? [The issue was modified during closing argument to reflect the Notice of Violation and Order. There was no objection from either party.]
- 1.13. Did Beacon Charters and RV Park, LLC et al violate RCW 59.20.130(1) by failing to comply with local statutes applicable to the Park, including maintaining proper garbage services?
- 1.14. Did Beacon Charters and RV Park, LLC et al violate RCW 59.20.130(3) by failing to maintain a proper garbage access for the tenants and allowing a culmination of garbage at the Park, creating a hazard?
- 1.15. Did Beacon Charters and RV Park, LLC et al violate RCW 59.20.130(3) by failing to maintain the common area showers in a clean manner?
- 1.16. Did Beacon Charters and RV Park, LLC et al violate RCW 59.20.130(5) by allowing a rodent infestation on the premises?
- 1.17. Did Beacon Charters and RV Park, LLC et al violate RCW 59.20.070(5) by attempting to evict tenants in retaliation to those tenants filing complaints with the Attorney General's Office?
- 1.18. Did Beacon Charters and RV Park, LLC et al violate RCW 59.20.070(5) by decreasing park services in retaliation to tenants filing complaints with the Attorney General's Office, including maintenance of the common premises and garbage collection?
- 1.19. If so, what is the appropriate penalty?

[Continued]

2. ORDER SUMMARY

- 2.1. Yes. Beacon Charters and RV Park, LLC et al violated RCW 59.20.020 by using a twice-rescinded notice as a basis to evict tenants at the Park.
- 2.2. Yes. Beacon Charters and RV Park, LLC et al violated RCW 59.20.020 by issuing the February 25, 2022 notices to vacate prior to its legal ownership of the Park.
- 2.3. Yes. Beacon Charters and RV Park, LLC et al violated RCW 59.20.080 by issuing its February 25, 2022 notices to vacate without providing any proper notice of eviction.
- 2.4. Yes. Beacon Charters and RV Park, LLC et al violated RCW 59.20.150(3) by not clearly stating the reasons for which the tenants' tenancies were to be terminated in its February 25, 2022 notice.
- 2.5. Yes. Beacon Charters and RV Park, LLC et al violated RCW 59.20.080 and 59.20.150 by attempting to evict the Park tenants without issuing and serving the required notices.
- 2.6. Yes. Beacon Charters and RV Park, LLC et al violated RCW 59.20.080 by issuing the April 6, 2022 notices without providing Park tenants the required 12-month notice period under RCW 59.20.080(1)(e).
- 2.7. Yes. Beacon Charters and RV Park, LLC et al violated RCW 59.20.130(6) by issuing the April 6, 2022 notices that utilities would be disconnected, attempting to circumvent the landlord's duties to maintain and protect all utilities in good working condition and causing tenants to believe they would imminently lose access to basic health needs.
- 2.8. Yes. Beacon Charters and RV Park, LLC et al violated RCW 59.20.150(3) by not stating a specific reason for eviction in a clear manner in its April 6, 2022 notices.
- 2.9. Yes. Beacon Charters and RV Park, LLC et al violated RCW 59.20.130(7) by handling out the April 6, 2022 notices in an aggressive manner, while armed, and entering a home without the tenant's permission.
- 2.10. Yes. Beacon Charters and RV Park, LLC et al violated RCW 59.20.150(1) by posting a notice of imminent utility shut-off on common premises on or about April 12, 2022 without delivery of the same notice to the tenants' last known addresses.
- 2.11. Yes. Beacon Charters and RV Park, LLC et al violated RCW 59.20.060 by failing to offer tenants a written rental agreement.
- 2.12. Yes. Beacon Charters and RV Park, LLC et al violated RCW 59.120.134 by not allowing tenants to pay rent with a personal check, cashier's check, or money order for any payment made by a tenant.

- 2.13. Yes. Beacon Charters and RV Park, LLC et al violated RCW 59.20.130(1) by failing to comply with local statutes applicable to the Park, including maintaining proper garbage services.
- 2.14. Yes. Beacon Charters and RV Park, LLC et al violated RCW 59.20.130(3) by failing to maintain a proper garbage access for the tenants and allowing a culmination of garbage at the Park, creating a hazard.
- 2.15. Yes. Beacon Charters and RV Park, LLC et al violated RCW 59.20.130(3) by failing to maintain the common area showers in a clean manner.
- 2.16. Yes. Beacon Charters and RV Park, LLC et al violated RCW 59.20.130(5) by allowing a rodent infestation on the premises.
- 2.17. Yes. Beacon Charters and RV Park, LLC et al violated RCW 59.20.070(5) by attempting to evict tenants in retaliation to those tenants filing complaints with the Attorney General's Office.
- 2.18. Yes. Beacon Charters and RV Park, LLC et al violated RCW 59.20.070(5) by decreasing park services in retaliation to tenants filing complaints with the Attorney General's Office, including maintenance of the common premises and garbage collection.
- 2.19. The Attorney General's Office – Manufactured Housing Unit Program's Notice of Violation and Cease and Desist Order dated July 22, 2022 is **AFFIRMED**.

3. HEARING

- 3.1. Hearing Date: April 6, 2023, January 25, 2023, January 26, 2023, March 1, 2023, March 3, 2023, and April 6, 2023
- 3.2. Administrative Law Judge: Travis Dupree
- 3.3. Appellant: Beacon Charters and RV Park, LLC; Deer Point Meadows Investments, LLC; Michael Werner
- 3.3.1. Representative: Mark G. Passannante, Attorney
- 3.3.2. Representative: Robert S. Phed, Attorney
- 3.3.3. Observing: Ryshawna Strong, legal assistant
- 3.3.4. Witnesses: Craig Hawkinson, Lelani Rabi, Tracy Elbert, Matt Gagliasso, James Schram Timothy Wannamaker Denise Werner

[Continued]

- 3.4. Agency: Office of the Attorney General/Manufactured Housing Dispute Resolution Program
- 3.4.1. Representative: Sebastian Miller, Assistant Attorney General
- 3.4.2. Representative: Sean Garvey, Assistant Attorney General
- 3.4.3. Representative: Shidon Aflatooni, Assistant Attorney General
- 3.4.4. Witnesses: Darian Johnson, Lawrence Berquist, Dallas Busse, Flint Wright, Susan Gill, Travis Ostgaard, Michael Cassinelli, Scott Henderson, Tina King, Elizabeth Cook, Michael King, Cathy Cruikshank, Judith Ann Cofrancesco, Bruce Busse, and Fred Wiest
- 3.5. Other: Robina Rayamajhi, Attorney, appeared and represented listed tenants: Dallas Busse, Linda Robison, Marlene King, Susan Gill, Timothy Dolan, and Tina King and non-listed tenants: Bruce Busse, Dustin Kirby, Jeff Placentile, Joy Harless, Lawrence Bergquist, and Tina Meindl.
- Linda Robison and Ted Heath are listed tenants that were present.
- 3.6. Observing: Alvin Long, John Nelson, Sean Colgan, and Sally Storm, Randy Cofrancesco, and Brooke Torres, Ryshawna Strong, Deborah Moggio, Richard Rubio, Ron Baugh-Schlossberg, and Katie Frankowicz
- 3.7. Exhibits: Department's Exhibits 1-59 and Appellant's Exhibits A-FF were admitted.

[Continued]

4. FINDINGS OF FACT

I find the following facts by a preponderance of the evidence:

Jurisdiction

- 4.1. On July 20, 2022, the Attorney General's Office – Manufactured Housing Unit Program issued a Notice of Violation and Cease and Desist Order, which alleged that Appellants, Beacon Charters and RV Park, LLC; Deer Point Meadows Investments, LLC; and Michael Werner; and Denise Werner, continue to create an unsafe and unsanitary premises and unlawfully evicted tenants from their homes, pursuant to RCW 59.30.040(7). *Exhibit 1.*
- 4.2. The July 20, 2022, Notice of Violation and Cease and Desist Order listed 18 alleged violations by the Appellants under RCW 59.20. *Exhibit 1.*
- 4.3. The Appellants requested a hearing on August 23, 2022.

Beacon Charters and RV Park

- 4.4. Beacon Charters and RV Park is located at 332 Elizabeth Avenue SE Ilwaco, WA 98624, Washington. *Exhibit 2 and 8.*
- 4.5. Michael Cassinelli was the owner of Beacon Charters and RV Park for approximately 30 years. *Michael Cassinelli testimony.*
- 4.6. Beacon Charters and RV Park had 60 RV spaces available for rent with each space including hook-ups to water, sewer, electricity, and cable. *Cassinelli testimony.*
- 4.7. Mr. Cassinelli had an on-site manager living at the RV park that was responsible for various tasks, including distributing mail deliveries, repairs, and maintenance such as cleaning the common bathrooms. *Cassinelli testimony.*
- 4.8. Mr. Cassinelli, is also a certified electrician, and he regularly inspected the RV park for electrical safety issues. *Cassinelli testimony.*
- 4.9. Regarding the tenants at the RV park, many lived on fixed incomes while others were elderly with varying degrees of mobility and health issues. Some of the tenants included families with young children. *Cassinelli, Darian Johnson, and Dallas Busse testimony and Exhibit 4.*

- 4.10. The majority of the tenant trailers at Beacon RV Park were over 10 years old. *Cassinelli deposition and Exhibit EE.*
- 4.11. On or about August 2021, Travis Ostgaard, Code Enforcement Officer with Pacific County, inspected Beacon RV Park. Mr. Ostgaard noted that the park was clean and sanitary and he did not observe any dangerous conditions. Mr. Ostgaard further noted that the file for past inspections of the park did not include anything like a public health hazard that needed to be addressed immediately. *Travis Ostgaard testimony and Exhibit 3.*

Michael Cassinelli's lease with Port of Ilwaco

- 4.12. Mr. Cassinelli's lease with the Port of Ilwaco provided that he would operate the RV Park. Further, the lease provided that the Port of Ilwaco owned the underlying land while Mr. Cassinelli owned the property's "improvements and structures." Any improvements would remain under Mr. Cassinelli's ownership after the end of the lease. The lease also made Mr. Cassinelli responsible for general upkeep of the land, including keeping it clean, garbage collection, and maintaining utilities. Every other month, Mr. Cassinelli hauled excess "junk" to the dump. *Cassinelli testimony and Exhibit A.*
- 4.13. The lease also indicated the Beacon business was to be for short-term recreational use. There was no provision for long-term housing. The Port accepted Mr. Cassinelli's lease payments for the entirety of the lease, and never communicated to him that his use of the land was illegal or inconsistent with the lease. *Cassinelli testimony and Exhibit A.*
- 4.14. Pursuant to the lease agreement, Mr. Cassinelli paid property taxes as a consequence of the ownership of the improvements and structures located on the real property as well as a leaseholder tax. *Cassinelli testimony and Exhibit A.*
- 4.15. At some point, Mr. Cassinelli started letting people stay long term at the Beacon RV Park due to the expense of running the park. *Cassinelli testimony.*

Deer Point Meadows Investments, LLC and purchase of Beacon RV Park

- 4.16. Michael and Denise Werner are the owners of Deer Point Meadows Investments, LLC. Since 1993, the Werners have operated mobile home and RV parks across the states of Washington and Oregon. *Denise Werner testimony.*
- 4.17. Matt Gagliasso was the Chief Executive Office of Deer Point Meadows Investments. *Matt Gagliasso testimony.*

- 4.18. On or around April 6, 2022, Deer Point Meadows Investments, LLC, acquired Beacon Charters and RV Park from Mr. Cassinelli. *Cassinelli testimony and Exhibit 8.*
- 4.19. At the time of the purchase, Beacon Charters and RV Park were renting 43 spaces to tenants. The majority of the tenants resided on a long-term basis at the RV park. Some tenants lived at the RV parks for decades. The tenant rent was approximately \$350.00 per month for a space. *Cassinelli testimony and Exhibit 22.*
- 4.20. After the Werners took over Beacon RV Park, they never provided any of the Beacon tenants with written rental agreements nor did they accept rent from them. *Denise Werner testimony and Exhibit 23.*
- 4.21. The Werners intended to remodel Beacon RV Park to be used exclusively for recreational, seasonal park for short-term use. *James Schram and Denise Werner testimony.*
- 4.22. In order to evict the Beacon tenants as soon as possible, the Werners directed their employees to deliver eviction notices prior to closing on the sale of Beacon and prior to the Werners signing a lease with the Port. *Gagliasso testimony.*
- 4.23. The Port of Ilwaco would not allow the Werners to take over the prior lease with Mr. Cassinelli. The Werners also informed the Port of Ilwaco that there were long-term tenants at the Beacon RV Park. The Port of Ilwaco informed the Werners that they had six months to get the property ready for short-term, seasonal use. *Denise Werner testimony.*

February 25, 2022 eviction letter

- 4.24. In late February 2022, Lelani Rabi, Chief Operating Officer, drafted a letter dated February 25, 2022, informing the Beacon RV tenants that they had 30 days to vacate the property by March 28, 2022. The letter further noted that “The property has been sold and the new ownership will need to start immediately on improvements to the park.” Further the letter stated that “The new ownership would like to extend an invitation for all qualified individuals to relocate to one of the following properties: Wallicut RV: Ilwaco, WA (Available spaces limited) Camp Kalama: Kalama, WA (Available spaces limited) Or you can visit www.RVInnStyleResorts.com for more locations.” Finally, the letter stated that “Once the property improvements have been completed any guests that would like to return to Beacon will need to contact 360-253-5603. The target completion date is September 2022.” At the bottom of the letter, it stated from “Management.” *Lelani Rabi testimony and Exhibit 5.*

- 4.25. The other Deer Point managed parks, did not accept trailers over 10 years old. Additionally, Wallicut RV was only available for seasonal rather than annual rent. Camp Kalama also was only available for a daily or weekly stay. *Denise Werner and Tracy Elbert testimony*
- 4.26. The Werners provided employees, Tracy Elbert, Guest Specialist and Tim Wannamaker, On-Site Manager for Wallicut RV Park, with a copy of the February 25, 2022, notice of eviction, with instructions to deliver to the Beacon tenants. *Elbert testimony and Exhibit 5.*
- 4.27. On or about February 25, 2022, Ms. Elbert and Mr. Wannaker delivered the eviction letter to the Beacon tenants that answered the door. The eviction notice was not mailed to tenants that did not answer their door. *Elbert and Rabi testimony and Exhibit 5.*
- 4.28. At that time, there was no relocation assistance offered nor discussed by Ms. Elbert and Mr. Wannaker. *Elbert and Rabi testimony and Exhibit 5.*

March 22, 2022 Cassinelli letter

- 4.29. Mr. Cassinelli felt the February 25, 2022, eviction letter was illegal and he later issued a notice to the Beacon tenants. *Cassinelli testimony and Exhibit 6.*
- 4.30. A letter dated March 22, 2022, by Mr. Cassinelli indicated that “You recently received notice of termination of your tenancies. Although that notice was typewritten and sign ‘Management’ it did not come from me. It was not authorized by me and you can ignore it. You can also disregard the rent increase notice.” This letter was hand delivered to the Beacon RV Park tenants. *Cassinelli testimony and Exhibit 6.*
- 4.31. Tina King, a Beacon tenant, was confused by the notices and was not sure what to believe regarding the notices. *Tina King testimony.*

April 6, 2022 Notice of Utilities shut-off and Vehicle Removal

- 4.32. Michael Werner wanted to post an abandonment of utilities notice because it is their standard practice to help expedite the process of serious ness to the tenants. *Gagliasso testimony.*
- 4.33. On April 6, 2022, Deer Point employees Tim Wannamaker, Tracey Elbert, Matt Gagliasso, and Corey Jones went to Beacon to deliver the Notice of Utilities shut-off and Vehicle Removal. Mr. Gagliasso and Mr. Jones were carrying holstered firearms. *Gagliasso and Elbert testimony.*

- 4.34. The notice dated April 6, 2022, from “Management” informed the Beacon RV Park tenants “...that the utilities (Water, Sewer, Septic, Garbage, Electric, etc.) located at 332 Elizabeth Ave SE Illwaco, WA 98624 will be disconnected on April 12th, 2022.” The notice further stated that “The Notice to Vacate has expired as of March 28th, 2022. All remaining recreational vehicles will be physically removed at the owners expense. Park improvements are scheduled to begin April 13th, 2022.” *Exhibit 9.*
- 4.35. Also, a sign was posted near the restrooms that stated “ATTENTION: PARK CLOSED FOR BUSINESS AS OF 4/12/2022 PLEASE CONTACT US WITH ANY QUESTIONS 360.253.5603.” *Exhibit 10.*
- 4.36. Additionally, notices were posted that stated “ATTENTION: DUE TO UNSAFE CONDITIONS PARK WILL BE CLOSED FOR BUSINESS AS OF 4/13/2022 UTILITIES WILL BE TURNED OFF ALL TENTANTS [sic] MUST VACATE.” *Exhibit 11.*
- 4.37. The parties dispute whether Mr. Gagliasso opened the door and entered a tenant’s RV park model. Mr. Gagliasso denied entering a tenant’s mobile home without knocking. Susan Gill, tenant testified that Mr. Gagliasso came into her home with his hand rested on his hip. Ms. Gill went to retrieve her firearm and said, “Mine is loaded, is yours?” On this point, I find Ms. Gill’s testimony to be more credible than Mr. Gagliasso as Ms. Gill’s testimony was consistent persuasive under the surrounding circumstances. *Gill and Gagliasso testimony.*
- 4.38. Many of the tenants were afraid that the trailers would be pulled out into the street. Some of the tenants then called 911 and Chief Flint Wright responded to the call. Chief Wright spoke to the tenant and they felt intimidated and threatened by the person with the firearm and the notice of eviction. Chief Wright spoke with Mr. Gagliasso who indicated that their boss wanted to start pulling out trailers. Chief Wright informed Mr. Gagliasso that if they proceed with towing the trailers that “somebody is going to jail.” *Flint Wright and Gagliasso testimony.*
- 4.39. Mike Werner directed Mr. Gagliasso to request that the local Public Utility Department shut off the power at Beacon RV Park. However, the Public Utility Department denied the request. Mr. Gagliasso was also directed to contact Pacific County shut down Beacon because the new owners want to conduct repairs. That request was also denied by Pacific County because it was “not feasible.” *Gagliasso testimony.*

- 4.40. After the April 6, 2022 notice, several Beacon tenants left the park. However, some Beacon tenants continued to live at Beacon. Multiple tenants did not receive copies of the February and April 2022 notices in the mail. *Tina King, Elizabeth Cook, and Bruse Busse testimony.*
- 4.41. A letter dated April 13, 2022, signed by Mr. Werner regarding “Withdrawal of Notice to Vacate” was addressed to “Resident.” It indicated that “Please be advised the notice to vacate we issued is withdrawn. In addition, we will not be turning off the power at the Park.” *Exhibit 12 and P.*
- 4.42. Another letter dated April 19, 2022, signed by the Appellants’ attorney, Mark Passannante, offered relocation assistance to tenants at Beacon RV Park. Specifically, the amount of \$2,000.00 was offered to tenants with a deadline to accept by 5:00 pm on April 26, 2022. The letter further stated that if the tenants accepted, they would be required to vacate Beacon RV Park and remove their RV/travel trailer along with personal property by 5:00 pm on April 26, 2022. *Elbert testimony and Exhibit Q.*
- 4.43. The April 19, 2022, letter was not offered to tenants who had already left the park. Tina King, tenant, attempted request relocation assistance. Ms. King was told to check the mail. After not receiving anything in the mail, Ms. King was finally told she would not get anything. *Tina King testimony.*

Reduction of on-site maintenance

- 4.44. After closing on the sale, Deer Point ceased garbage services at the Beacon RV Park ceased due to an oversight. *Gagliasso testimony.*
- 4.45. On April 19, 2022, Ms. Rabi visited the Beacon RV Park and noticed that the park had garbage overflowing. In response, a 30-yard dumpster was placed in the park. *Rabi testimony.*
- 4.46. When the garbage services stopped, garbage began to pile up around the dumpster. The garbage attracted several rats around the trash. *Lawrence Berquist, Susan Gill, Dallas Busse, and Tina King testimony.*
- 4.47. When the Werners first took over the park, the bathrooms were functional and operational. The Beacon RV Park bathrooms also included showers. However, the bathrooms were closed due to vandalism and trash. Rather than making the bathrooms accessible to the Beacon tenants, “port o potties” were installed. *Rabi testimony.*

- 4.48. Also in April 2022, Cable services were also shut off for the Beacon RV tenants. *Dallas Busse and Susan Gill testimony.*

Pacific County Code Notices of Violations

- 4.49. Travis Ostgaard, Code Enforcement Officer for Pacific County overseeing RV licensing and inspections, conducted annually inspection of Beacon RV Park. *Travis Ostgaard testimony.*
- 4.50. In 2021, Officer Ostgaard conducted an inspection of Beacon RV Park and noted that there were no major violations. *Ostgaard testimony.*
- 4.51. In May 2022, Officer Ostgaard conducted another inspection of Beacon RV Park after receiving a complaint from Pacific County Health Department. *Ostgaard testimony.*
- 4.52. On May 25, 2022, Officer Ostgaard issued a Notice of Violation to the Werners. Our Pacific County Codes the Werners violated, including “refuse handling” and ordered corrective action to “Apply for a RV Park License”, “have proper garage receptacles,” and have “proper rodent control.” *Ostgaard testimony and Exhibit 13.*
- 4.53. On September 12, 2022, Officer Ostgaard issued another Notice of Violation to the Werners. Officer Ostgaard verified the solid waste violations are for garbage and other items not being stored properly in or around the park. There is also glass on the ground from trailers being demolished. *Ostgaard testimony and Exhibit 14.*
- 4.54. There was no action taken on rodent control until after October 2022. *Rabi testimony.*

Tenant Complaints - Investigation

- 4.55. Beginning March 4, 2022, Attorney General’s Office – Manufactured Housing Unit Program received several complaints from the Beacon tenants, Dallas Busse, Linda Robison, Marlene King, Susan Gill, Timothy Dolan, Tina King, Linda Robison, and Ted Heath regarding the Notice to Vacate. *Exhibit 1.*
- 4.56. On March 3, 2022, Darian Johnson, Caseworker, Pacific County Health and Human Services visited Beacon RV Park and spoke to the tenants regarding the resources available to them at the time. The tenants were stressed and scared about notice. Many of the tenants expressed that they did not have money for deposits to move their trailers. *Johnson testimony.*

- 4.57. In April 2022, Scott Henderson, Investigator in Manufactured Home Unit - Consumer Protection Division was assigned to review and investigate the complaints. During the course of the investigation, Investigator Henderson spoke to 8 to 10 of the Beacon tenants. *Scott Henderson testimony*.
- 4.58. On June 10, 2022, the Appellants filed an Unlawful Detainer Action against the remaining tenants. The Unlawful Detainer Actions stated, "seller terminated the lease with the Port of Ilwaco and sent notice to quit to residents of the Park on or about February 25, 2022, advising them that the term of the lease expired." *Exhibit 20*.
- 4.59. On July 8, 2022, Thurston County Volunteer Legal Services, on behalf of Beacon tent, Susan Gill, filed a complaint with the Manufactured Housing Unit Program regarding the Notice to Vacate and Unlawful Detainer Actions. *Exhibit 2*.
- 4.60. On July 11, 2022, Ms. Johnson visited the park again to notify the tenants that Thurston County Legal would be reaching out to them. Ms. Jonson also noticed that some of the RVs had been cleared out. *Johnson testimony*.
- 4.61. On July 13, 2022, Ms. Johnson went with Thurston County Volunteer Legal Services to the Beacon RV Park for legal intake from the tenants. *Johnson testimony*.
- 4.62. In August 2022, Ms. Johnson visited Beacon RV Park again and noticed the smell of raw sewage. *Johnson testimony*.
- 4.63. On July 20, 2022, the Attorney General's Office – Manufactured Housing Unit Program issued a Notice of Violation and Cease and Desist Order. *Exhibit 1*.

5. CONCLUSIONS OF LAW

Based upon the facts above, I make the following conclusions:

Jurisdiction

- 5.1. I have jurisdiction over the parties and subject matter herein under chapters 59.20, 59.30, and 34.05 RCW.

Applicable Law

- 5.2. The presiding officer shall have authority to:
- (a) rule on procedural matters, objections, and motions;
 - (b) rule on motions for summary judgment;
 - (c) regulate the course of the hearing and take any appropriate action necessary to maintain order during the hearing; and

(d) permit or require oral argument or briefs and determine the time limits for submission thereof.

WAC 10-08-200(3),(4),(11),(12).

5.3. Chapter 59.20 RCW, entitled the Manufactured/Mobile Home Landlord-Tenant Act (“MHLTA”), governs the relationship between landlords and tenants in manufactured/mobile home communities.

5.4. An aggrieved party has the right to file a complaint with the attorney general alleging a violation of chapter 59.20 RCW. RCW 59.30.040(1). After receiving a complaint under this chapter, the attorney general shall initiate the MHDRP by investigating the alleged violations at its discretion and, if appropriate, facilitating negotiations between the complainant and the respondent. RCW 59.30.040(1).

5.5. RCW 59.30.040(13) provides that:

This section is not exclusive and does not limit the right of landlords or tenants to take legal action against another party as provided in chapter 59.20 RCW or otherwise. Exhaustion of the administrative remedy provided in this chapter is not required before a landlord or tenants may bring a legal action. This section does not apply to unlawful detainer actions initiated under RCW 59.20.080 prior to the filing and service of an unlawful detainer court action; however, a tenant is not precluded from seeking relief under this chapter if the complaint claims the notice of termination violates RCW 59.20.080 prior to the filing and service of an unlawful detainer action.

The Appellants are landlords that have rental agreements with the Beacon tenants under MHLTA

5.6. “Mobile home park” is a defined term, which includes “two or more mobile homes, manufactured homes, or park models.” RCW 59.20.030(14).

5.7. “Park model,” in turn, is defined to mean “a recreational vehicle intended for permanent or semi-permanent installation and is used as a primary residence.” RCW 59.20.030(18).

5.8. An owner is defined, in relevant part, as “one or more persons ... in whom is vested ... [a]ll or part of the beneficial ownership, and a right to present use and enjoyment of the real property.” 59.30.020(10)(b).

5.9. RCW 59.20.060(1) requires all mobile home space tenancies be evidenced by a written rental agreement.

- 5.10. If such occupancy of a mobile home space does not have a written rental agreement, the agreement is then considered an 'implied rental agreement' for a period of one year, renewed annually. *Gillette v. Zakarison*, 68 Wash. App. 838 (1993).
- 5.11. Regarding MHLTA leases, the Washington Supreme Court specifically held that mobile home lot rental agreements are transferred to a new owner of a mobile home park after its sale. *Western Plaza*, 184 Wn.2d at 702.
- 5.12. A threshold issue to be determined in this case is whether the named Appellants are landlords that have rental agreements with the Beacon tenants under MHLTA. The majority of the Appellants' arguments are jurisdictional in nature.
- 5.13. The Appellants' first argue that Beacon RV Park is not a mobile home park under the MHLTA. However, this argument is unpersuasive because pursuant to RCW 59.20.030(18), the Beacon tenants' park models are recreational vehicles intended by the tenants as a permanent or semi-permanent installation and primary residence.
- 5.14. Next, the Appellants argue that they are not landlords under MHLTA because they do not own the land where Beacon RV Park is located but rather the land is owned by the Port. This argument fails because pursuant to RCW 59.30.020(4), landlords are defined as the "owner of a mobile home park." Furthermore, RCW 59.30.020(10)(b) defines owner as "one or more persons ... in whom is vested ... [a]ll or part of the beneficial ownership, and a right to present use and enjoyment of the real property." Since the Appellants succeeded in Cassinelli's financial interest in the Beacon RV Park land and owner the improvements on the land which included the RV spaces.
- 5.15. Further, the Appellants argue that when Mr. Cassinelli's sold the Beacon RV Park, the long-term tenants' rental agreements were extinguished, and they should treat the agreements as a standard landlord/tenant relationship. This argument is unpersuasive as the Washington Supreme Court has previously held that mobile home lot rental agreements are transferred to a new owner of a mobile home park after its sale.
- 5.16. Finally, the Appellants argue that they had to evict the Beacon tenants since the long-term leases the tenants had with Mr. Cassinelli violated the terms of the lease with Port of Ilwaco. Further, the Port of Ilwaco would not execute a lease with the Werners that allowed for long-term tenancies at Beacon RV Park. However, this argument is unpersuasive since the Port of Ilwaco waived any right to enforce that

provision of the lease by continuing to accept rent from Mr. Cassinelli. Further, the Cassinelli/Port of Ilwaco lease did not expressly disallow long-term tenancies.

Appellants violated RCW 59.20.020 by using a twice-rescinded notice as a basis to evict tenants at the Park

- 5.17. RCW 59.20.020 provides that “Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performance or enforcement.”
- 5.18. In the present case, the Appellants, as landlords, issued eviction notices prior to their actual ownership of the park on or about April 6, 2022. Further, the Appellants mislead tenants that prior owner ordered the tenants to vacate they signed the February 2022 notice as “Management.” Additionally, the Appellants did not inform the tenants of the intent to remodel the park to exclusive recreational use. Also, the Appellants misled tenants of availability of other Deer Point managed parks, knowing that park rules and seasonal use would prevent the tenants from being allowed to move into the park.
- 5.19. The Appellants also left notices of utility shut-off posted at the park after Mr. Castenelli informed a number of tenants that the notice to vacate was withdrawn. Additionally, the Appellants asserted a defective condition as a basis to terminate tenancies prior to obtaining the appropriate court order and when the Werners had already planned for a full park renovation. The Appellants also cited to the February 25, 2022, notice of termination in their Unlawful Detainer Actions, but it had been previously withdrawn.
- 5.20. Finally, the Appellants misled tenants about relocation assistance, including not offering it to tenants who left the park upon their initial utility shut-off notice and inconsistently providing assistance. Under the circumstances, the Appellants above describe actions amount to acting in bad faith in the performance of enforcement of rights and remedies to the Beacon RV Park tenants in violation of RCW 59.20.020.

[Continued]

Appellants violated RCW 59.20.020 by issuing the February 25, 2022 notices to vacate prior to its legal ownership of the Park.

5.21. As previously discussed, the Appellants issued eviction notices prior to their actual ownership of the park. Therefore, the Appellants violated RCW 59.20.020 by acting in bad faith when issuing the notices to vacate.

Appellants violated RCW 59.20.080 by issuing its February 25, 2022 notices to vacate without providing any proper notice of eviction.

5.22. RCW 59.20.080 provides in part that:

(1)(e) Change of land use of the mobile home park including, but not limited to, closure of the mobile home park or conversion to a use other than for mobile homes, manufactured homes, or park models or conversion of the mobile home park to a mobile home park cooperative or mobile home park subdivision. The landlord shall give the tenants twelve months' notice in advance of the effective date of such change. The closure notice requirement does not apply if:

(i) The mobile home park or manufactured housing community has been acquired for or is under imminent threat of condemnation;

(ii) The mobile home park or manufactured housing community is sold to an organization comprised of park or community tenants, to a nonprofit organization, to a local government, or to a housing authority for the purpose of preserving the park or community; or

(iii) The landlord compensates the tenants for the loss of their homes at their assessed value, as determined by the county assessor as of the date the closure notice is issued, at any point during the closure notice period and prior to a change of use or sale of the property. At such time as the compensation is paid, the tenant shall be given written notice of at least ninety days in which to vacate, and the tenant shall continue to pay rent for as much time as he or she remains in the mobile home park or manufactured housing community;

5.23. RCW 59.20.080(4) provides that "Chapters 59.12 and 59.18 RCW govern the eviction of recreational vehicles, as defined in RCW 59.20.030, from mobile home parks. This chapter governs the eviction of mobile homes, manufactured homes,

park models, and recreational vehicles used as a primary residence from a mobile home park.”

- 5.24. In the present case, the Appellants issued the February 25, 2022 eviction notice, informing tenants they were required to leave by March 28, 2022. As such, the Appellants violated RCW 59.20.080 by not providing proper 12 months’ notice of eviction.

Appellants violated RCW 59.20.150(3) by not clearly stating the reasons for which the tenants’ tenancies were to be terminated in its February 25, 2022 notice.

- 5.25. RCW 59.20.150(3) regarding the service of notice on landlord or tenant provides:

The landlord shall state in any notice of eviction required by RCW 59.20.080(1) as now or hereafter amended the specific reason for eviction in a clear and concise manner.

- 5.26. In the case at hand, the Appellant’s February 25, 2022, eviction notice was confusing and ambiguous, misleading the tenants regarding their rights under the MHLTA and the true purpose for eviction, specially to remodel the park for exclusive recreational use. As such, the Appellant’s violated RCW 59.20.150(3) by not stating the purpose of eviction in a clear manner.

Appellants violated RCW 59.20.080 and 59.20.150 by attempting to evict the Park tenants without issuing and serving the required notices.

- 5.27. RCW 59.20.150 regarding the service of notice on landlord or tenant provides in part:

(1) Any notice required by this chapter to be given to a tenant shall be served on behalf of the landlord: (a) By delivering a copy personally to the tenant; or (b) if the tenant is absent from the mobile home, manufactured home, or park model by affixing a copy of the notice in a conspicuous place on the mobile home, manufactured home, or park model and also sending a copy through the mail addressed to the tenant at the tenant’s last known address.

(2) Any notice required by this chapter to be given to the landlord shall be served by the tenant in the same manner as provided for in subsection (1) of this section, or by mail to the landlord at such place as shall be expressly provided in the rental agreement.

5.28. In the present case, the Appellants issued the April 6, 2022 eviction notice informing tenants that the “park was closed for business” and that “all tenants must leave.” Further, the testimony established that multiple tenants did not receive copies of the February and April 2022 notices in the mail. As such, this conduct violated RCW 59.20.080 and 59.20.150 by attempting to evict the Park tenants without issuing and serving the required notices.

Appellants violated RCW 59.20.080 by issuing the April 6, 2022 notices without providing Park tenants the required 12-month notice period under RCW 59.20.080(1)(e).

5.29. As discussed above, when the Appellants issued the April 6, 2022 eviction notice informing tenants that they all must leave, they violated RCW 59.20.080 by not providing 12-month notice of eviction.

Appellants violated RCW 59.20.130(6) by issuing the April 6, 2022 notices that utilities would be disconnected, attempting to circumvent the landlord’s duties to maintain and protect all utilities in good working condition and causing tenants to believe they would imminently lose access to basic health needs.

5.30. RCW 59.20.130(6) regarding the duty of the landlord provides: “Maintain and protect all utilities provided to the mobile home, manufactured home, or park model in good working condition. Maintenance responsibility shall be determined at that point where the normal mobile home, manufactured home, or park model utilities “hook-ups” connect to those provided by the landlord or utility company.”

5.31. In this case, when the Appellant’s notified the tenants that they would be shutting off utilities, then actually shutting off cable services and did not hire management to maintain utilities, they violated RCW 59.20.130(6).

Appellants violated RCW 59.20.150(3) by not stating a specific reason for eviction in a clear manner in its April 6, 2022 notices.

5.32. As previously discussed, the Appellant’s eviction notices were confusing and ambiguous, misleading the tenants regarding their rights under the MHLTA and they did not state the true purpose for eviction. As such, the Appellant’s violated RCW 59.20.150(3) by not stating the purpose of eviction in a clear manner.

Appellants violated RCW 59.20.130(7) by handling out the April 6, 2022 notices in an aggressive manner, while armed, and entering a home without the tenant's permission.

5.33. RCW 59.20.130(7) regarding the duty of the landlord provides:

Respect the privacy of the tenants and shall have no right of entry to a mobile home, manufactured home, or park model without the prior written consent of the occupant, except in case of emergency or when the occupant has abandoned the mobile home, manufactured home, or park model. Such consent may be revoked in writing by the occupant at any time. The ownership or management shall have a right of entry upon the land upon which a mobile home, manufactured home, or park model is situated for maintenance of utilities, to insure [ensure] compliance with applicable codes, statutes, ordinances, administrative rules, and the rental agreement and the rules of the park, and protection of the mobile home park at any reasonable time or in an emergency, but not in a manner or at a time which would interfere with the occupant's quiet enjoyment. The ownership or management shall make a reasonable effort to notify the tenant of their intention of entry upon the land which a mobile home, manufactured home, or park model is located prior to entry;

5.34. In this case, when the Appellant's representatives entered into a resident's park model without prior consent and while armed, the Appellant's violated RCW 59.20.130(7). there was some argument from the Appellants did not violate this RCW because Mr. Gagliasso had a legal right to carry his firearm and he did not brandish it. This argument is unpersuasive as the Appellant's representatives did not have the right to enter the park model without prior consent from the tenant.

Appellants violated RCW 59.20.150(1) by posting a notice of imminent utility shut-off on common premises on or about April 12, 2022 without delivery of the same notice to the tenants' last known addresses.

5.35. In this case the Appellant's were required to deliver a copy of a notice of imminent utility shut-off on common premises; either personally to the tenant, or if the tenant is absent, by affixing a copy of the notice in a conspicuous place on the park model and also sending a copy through the mail addressed to the tenant at the tenant's last known address. The Appellants failed to provide these notices as established by Ms. Rabi and the tenants' testimony. Therefore, the Appellant's violated RCW 59.20.150(1).

Appellants violated RCW 59.20.060 by failing to offer tenants a written rental agreement.

5.36. RCW 59.20.060(1) regarding the required contents of rental agreements provides in part that “Any mobile home space tenancy regardless of the term, shall be based upon a written rental agreement, signed by the parties...”

5.37. In this case, since the Appellants, as landlords of Beacon RV Park, did not provide the tenants residing there with written rental agreements, they violated RCW 59.20.060.

Appellants violated RCW 59.20.134 by not allowing tenants to pay rent with a personal check, cashier’s check, or money order for any payment made by a tenant.

5.38. RCW 59.20.134 regarding the written receipts for payments made by tenant provides:

(1) A landlord must accept a personal check, cashier's check, or money order for any payment of rent made by a tenant, except that a landlord is not required to accept a personal check from any tenant that has had a personal check written to the landlord or the landlord's agent that has been returned for nonsufficient funds or account closure within the previous nine months. A landlord must also allow for the tenant to submit a rental payment by mail unless the landlord provides an accessible, on-site location.

(2) A landlord shall provide a written receipt for any payment made by a tenant in the form of cash.

(3) A landlord shall provide, upon the request of a tenant, a written receipt for any payments made by the tenant in a form other than cash.

5.39. As previously discussed, the Appellants were landlords of Beacon RV Park. Since they have not accepted rent from any tenant by any means, they have violated RCW 59.20.134.

[Continued]

Appellants violated RCW 59.20.130(1) by failing to comply with local statutes applicable to the Park, including maintaining proper garbage services.

5.40. RCW 59.20.130(1) regarding the duty of the landlord provides: “Comply with codes, statutes, ordinances, and administrative rules applicable to the mobile home park.”

5.41. In this case, since the Appellants received multiple notices of violation from the Pacific County Department of Health, they violated RCW 59.20.130(1) by failing to maintain a proper garbage service.

Appellants violated RCW 59.20.130(3) by failing to maintain a proper garbage access for the tenants and allowing a culmination of garbage at the Park, creating a hazard.

5.42. RCW 59.20.130(3) regarding the duty of the landlord provides: “Keep any shared or common premises reasonably clean, sanitary, and safe from defects to reduce the hazards of fire or accident.”

5.43. As discussed above, since the Appellants received multiple notices of violation from the Pacific County Department of Health for failing to maintain a proper garbage access, they violated RCW 59.20.130(3) by failing to keep any shared or common premises reasonably clean, sanitary, and safe from defects to reduce the hazards of fire or accident.

Appellants violated RCW 59.20.130(3) by failing to maintain the common area showers in a clean manner.

5.44. In the present matter, the Appellants allowed the park to fall into a state of disrepair and did not maintain the common premises. Both the Appellants’ employees and the tenants testified to the unsanitary conditions of Beacon after Appellants’ acquisition. Additionally, the testimony from the Pacific Code Enforcement Officer established that the park was clean and sanitary and he did not observe any dangerous conditions, prior to the purchase by the Werners. As such, they have violated RCW 59.20.130(3) by failing to maintain common area showers.

[Continued]

Appellants violated RCW 59.20.130(5) by allowing a rodent infestation on the premises.

5.45. RCW 59.20.130(5) regarding the duty of the landlord provides: “Exterminate or make a reasonable effort to exterminate rodents, vermin, or other pests dangerous to the health and safety of the tenant whenever infestation exists on the common premises or whenever infestation occurs in the interior of a mobile home, manufactured home, or park model as a result of infestation existing on the common premises;”

5.46. In the present case, the Appellants were put on notice by the Pacific County Notice of violation dated, May 25, 2022, that there was a rodent problem at the RV Park. Since no action was taken by the Appellants until after October 2022; they violated RCW 59.20.130(5) by failing to make reasonable efforts to exterminate the rodents.

Appellants violated RCW 59.20.070(5) by attempting to evict tenants in retaliation to those tenants filing complaints with the Attorney General’s Office.

5.47. RCW 59.20.070 regarding prohibited acts by the landlord provides in part:

(5) Evict a tenant, terminate a rental agreement, decline to renew a rental agreement, increase rental or other tenant obligations, decrease services, or modify park rules in retaliation for any of the following actions on the part of a tenant taken in good faith:

(a) Filing a complaint with any federal, state, county, or municipal governmental authority relating to any alleged violation by the landlord of an applicable statute, regulation, or ordinance;

(b) Requesting the landlord to comply with the provision of this chapter or other applicable statute, regulation, or ordinance of the state, county, or municipality;

(c) Filing suit against the landlord for any reason;

(d) Participation or membership in any homeowners association or group;

[Continued]

5.48. In this case, the Appellants were put on notice of complaints by tenants at the Beacon RV Park. After the tenant complaints, there were a decrease of services at Beacon RV Park, including a lack of property management, shutting off the cable, failing to collect garbage, and the bathrooms being shutdown. Also, the Appellant's filed the Unlawful Detainer Action on June 10, 2022. The Appellants' actions occurred within one hundred and twenty days after the good faith and lawful act by the tenants when they filed complaints with Attorney General's Office – Manufactured Housing Unit Program beginning in March 2022. The Appellants have failed to present persuasive evidence to rebut this presumption. Therefore, the Appellants violated RCW 59.20.070(5)

Appellants violated RCW 59.20.070(5) by decreasing park services in retaliation to tenants filing complaints with the Attorney General's Office, including maintenance of the common premises and garbage collection.

5.49. As discussed above, the Appellants reduced services when they failed to maintain the bathrooms and failed to collect garbage at the RV Park. As such, they violated RCW 59.20.070(5).

Notice of Violation and Cease and Desist Order

5.50. Based on the violations discussed above, the Attorney General's Office – Manufactured Housing Unit Program's Notice of Violation and Cease and Desist Order dated July 22, 2022 is **AFFIRMED**.

6. ORDER

IT IS HEREBY ORDERED THAT:

- 6.1. The Attorney General's Office – Manufactured Housing Unit Program's Notice of Violation and Cease and Desist Order dated July 22, 2022 is **AFFIRMED**.
- 6.2. Beacon Charters and RV Park, LLC et al violated RCW 59.20.020 by using a twice-rescinded notice as a basis to evict tenants at the Park.
- 6.3. Beacon Charters and RV Park, LLC et al violated RCW 59.20.020 by issuing the February 25, 2022 notices to vacate prior to its legal ownership of the Park.
- 6.4. Beacon Charters and RV Park, LLC et al violated RCW 59.20.080 by issuing its February 25, 2022 notices to vacate without providing any proper notice of eviction.
- 6.5. Beacon Charters and RV Park, LLC et al violated RCW 59.20.150(3) by not clearly stating the reasons for which the tenants' tenancies were to be terminated in its February 25, 2022 notice.

- 6.6. Beacon Charters and RV Park, LLC et al violated RCW 59.20.080 and 59.20.150 by attempting to evict the Park tenants without issuing and serving the required notices.
- 6.7. Beacon Charters and RV Park, LLC et al violated RCW 59.20.080 by issuing the April 6, 2022 notices without providing Park tenants the required 12-month notice period under RCW 59.20.080(1)(e).
- 6.8. Beacon Charters and RV Park, LLC et al violated RCW 59.20.130(6) by issuing the April 6, 2022 notices that utilities would be disconnected, attempting to circumvent the landlord's duties to maintain and protect all utilities in good working condition and causing tenants to believe they would imminently lose access to basic health needs.
- 6.9. Beacon Charters and RV Park, LLC et al violated RCW 59.20.150(3) by not stating a specific reason for eviction in a clear manner in its April 6, 2022 notices.
- 6.10. Beacon Charters and RV Park, LLC et al violated RCW 59.20.130(7) by handling out the April 6, 2022 notices in an aggressive manner, while armed, and entering a home without the tenant's permission.
- 6.11. Beacon Charters and RV Park, LLC et al violated RCW 59.20.150(1) by posting a notice of imminent utility shut-off on common premises on or about April 12, 2022 without delivery of the same notice to the tenants' last known addresses.
- 6.12. Beacon Charters and RV Park, LLC et al violated RCW 59.20.060 by failing to offer tenants a written rental agreement.
- 6.13. Beacon Charters and RV Park, LLC et al violated RCW 59.20.134 by not allowing tenants to pay rent with a personal check, cashier's check, or money order for any payment made by a tenant.
- 6.14. Beacon Charters and RV Park, LLC et al violated RCW 59.20.130(1) by failing to comply with local statutes applicable to the Park, including maintaining proper garbage services.
- 6.15. Beacon Charters and RV Park, LLC et al violated RCW 59.20.130(3) by failing to maintain a proper garbage access for the tenants and allowing a culmination of garbage at the Park, creating a hazard.
- 6.16. Beacon Charters and RV Park, LLC et al violated RCW 59.20.130(3) by failing to maintain the common area showers in a clean manner.
- 6.17. Beacon Charters and RV Park, LLC et al violated RCW 59.20.130(5) by allowing a rodent infestation on the premises.

- 6.18. Beacon Charters and RV Park, LLC et al violated RCW 59.20.070(5) by attempting to evict tenants in retaliation to those tenants filing complaints with the Attorney General's Office.
- 6.19. Beacon Charters and RV Park, LLC et al violated RCW 59.20.070(5) by decreasing park services in retaliation to tenants filing complaints with the Attorney General's Office, including maintenance of the common premises and garbage collection.

ISSUED from Tacoma, Washington, on the date of mailing.



Travis Dupree
Administrative Law Judge
Office of Administrative Hearings

CERTIFICATE OF SERVICE ATTACHED

PETITION FOR RECONSIDERATION

Within 10 days of the service of this order, any party may file a Petition for Reconsideration with the Office of Administrative Hearings at:

Office of Administrative Hearings
949 Market Street, Suite 500
Tacoma, WA 98406
253-476-6888 (phone)
253-593-2200 (fax)

A Petition for Reconsideration must be actually received during office hours at the Office of Administrative Hearings at the above address within ten days from the date the order was mailed to the parties. WAC 10-08-110(1)(a). Filing papers with the Office of Administrative Hearings by fax, or electronically via the participant portal, is also permitted under the conditions set forth in WAC 10-08-110. You must serve a copy of any Petition for Reconsideration by delivery or mail to the other parties within the same time periods listed above.

The Petition for Reconsideration must state the specific grounds upon which relief is requested. RCW 34.05.470(1); WAC 10-08-215.

The Petition for Reconsideration will not stay the effectiveness of this order. RCW 34.05.470(2).

PETITION FOR REVIEW

This order becomes final on the date of mailing unless within thirty (30) days of mailing, a party files a petition for judicial review with the Superior Court. RCW 34.05.542(2). The petition for judicial review may be filed in the Superior Court of Thurston County, of the county where petitioner resides, or of the county where the property owned by the petitioner and affected by the contested decision is located. RCW 34.05.514(1). The petition for judicial review must be served on all parties of record within thirty (30) days of mailing of the final order. Service of the petition for judicial review on opposing parties is completed when deposited in the U.S. Mail, as evidenced by the postmark. RCW 34.05.542(4).

The petition for judicial review must include the following: (1) the name and mailing address of the petitioner; (2) the name and mailing address of the petitioner's attorney, if any; (3) facts that demonstrate that the petitioner is entitled to obtain judicial review; (4) the petitioner's reasons for believing that relief should be granted; and (5) a request for relief, specifying the type and extent of relief requested. RCW 34.05.546.

CERTIFICATE OF SERVICE FOR OAH DOCKET NO. 08-2022-AGO-00051

I certify that true copies of this document were served on those listed below, from Tacoma, Washington via Consolidated Mail Services by one of the following: First Class Mail, Certified Mail, Hand Delivery via Messenger, Campus Mail, Facsimile, or by email.

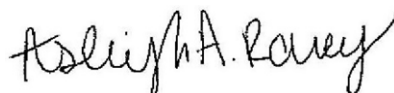
Deer Point Meadow Investments c/o Michael & Denise Werner 7607 NE 26th Avenue Vancouver, WA 98665 <i>Appellants</i>	<input checked="" type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Campus Mail <input type="checkbox"/> E-mail
Mark G. Passannante and Robert S. Phed Broer & Passannante, P.S. 8904 NE Hazel Dell Avenue Vancouver, WA 98665 <i>Appellant Representatives</i>	<input type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Campus Mail <input checked="" type="checkbox"/> E-mail mark@broerandpassannante.com robert@broerandpassannante.com
Sebastian Miller, AAG Shidon Aflatooni, AAG Office of the Attorney General Manufactured Housing Dispute Resolution Program 800 Fifth Avenue, Suite 2000 Seattle, WA 98104 <i>Agency Representatives</i>	<input type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Campus Mail <input checked="" type="checkbox"/> E-mail sebastian.miller@atg.wa.gov Shidon.Aflatooni@atg.wa.gov alvin.loong@atg.wa.gov
Dallas Busse 2229 Fir Street Longview, WA 98632 <i>Intervenor</i>	<input checked="" type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Campus Mail <input type="checkbox"/> E-mail
Linda Robison 1408 Pacific Avenue N, Spc #34 Long Beach, WA 98631 <i>Intervenor</i>	<input checked="" type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Campus Mail <input type="checkbox"/> E-mail

Marlene King PO Box 646 Ilwaco, WA 98624 <i>Intervenor</i>	<input checked="" type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Campus Mail <input type="checkbox"/> E-mail
Susan Gill PO Box 733 Ilwaco, WA 98624 <i>Intervenor</i>	<input checked="" type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Campus Mail <input type="checkbox"/> E-mail
Timothy Dolan 332 Elizabeth Avenue SE, #24 Ilwaco, WA 98624 <i>Intervenor</i>	<input checked="" type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Campus Mail <input checked="" type="checkbox"/> E-mail 1hoosonfurst@gmail.com
Tina King 1408 Pacific Avenue N, Spc #48 Long Beach, WA 98631 <i>Intervenor</i>	<input checked="" type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Campus Mail <input type="checkbox"/> E-mail
Robina Rayamajhi Thurston County Volunteer Legal Services P.O. Box 405 Olympia, WA 98507 <i>Intervenor Representative for Busse, Robison, M. King, Gill, Dolan, and T. King</i>	<input type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Campus Mail <input checked="" type="checkbox"/> E-mail Attorney3@tcvls.org
Ariel Paradise 132 Stringtown Rd #10 Ilwaco, WA 98624 <i>Intervenor</i>	<input checked="" type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Campus Mail <input checked="" type="checkbox"/> E-mail paradise.ariel.1999@gmail.com

Elizabeth Cook 1408 Pacific Avenue N, Spc #49 Long Beach, WA 98631 <i>Intervenor</i>	<input checked="" type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Campus Mail <input type="checkbox"/> E-mail
Margaret Parker 332 Elizabeth Avenue SE, #28 Ilwaco, WA 98624 <i>Intervenor</i>	<input checked="" type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Campus Mail <input checked="" type="checkbox"/> E-mail parkermargaret83@yahoo.com
Ted Heath 1408 Pacific Avenue N, Spc #33 Long Beach, WA 98631 <i>Intervenor</i>	<input checked="" type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Campus Mail <input type="checkbox"/> E-mail

Date: Monday, May 08, 2023

OFFICE OF ADMINISTRATIVE HEARINGS



Ashleigh Rainey
Legal Assistant 2