

ATTORNEY GENERAL  
OF THE STATE OF WASHINGTON

MANUFACTURED HOUSING  
DISPUTE RESOLUTION PROGRAM

**In the Matter of the**

**Complaints of Elaine Dorothy Molnar,  
Cinderalla D’Andrea, Anastasia Nulph;  
Sarah Hale; and David and Joie Stiles  
Against Windsor MHP LLC; Luke Kim**

**NOTICE OF VIOLATION**

**RCW 59.30.040**

**MHDRP Complaint Nos. 621389;  
623823; 627313; 632444; 617859**

**Following an investigation into the above-entitled matter pursuant to RCW 59.30.040, the Manufactured Housing Dispute Resolution Program of the Office of the Attorney General of Washington has found there to be a VIOLATION of the Manufactured/Mobile Home Landlord-Tenant Act, RCW 59.20. If you disagree with this decision, your attention is directed to the section entitled APPEAL RIGHTS at the end of this Notice, which outlines the procedures under RCW 59.30.040 for filing an appeal.**

**This Notice and Order does not limit the rights of any party to take other legal action.**

**I. INTRODUCTION**

- 1.1 The above captioned tenants filed complaints against Windsor MHP LLC and Luke Kim (together, Respondent) with the Manufactured Housing Dispute Resolution Program (the Program). The complaints alleged that Respondent violated the Manufactured/Mobile Home Landlord-Tenant Act (MHLTA), RCW 59.20, including by failing to maintain the Park or provide any form of management. The Program attempted to contact Respondent on over thirty separate occasions during the dispute resolution process. Respondent failed to respond. As more fully set forth below, the Program concludes that Respondent has violated RCW 59.20 and RCW 59.30.

- 1.2 The Program orders Respondent to take immediate corrective action including 1) comply with Lakewood Code Enforcement requests for proper removal of junk vehicles and excess garbage; 2) implement a procedure to enforce maintenance of private mobile home lots to clean standards; 3) register the Park with Department of Revenue and provide working contact information for tenants to reach management; 4) take reasonable steps to fix the fence and common playground and/or remove the dangerous conditions; 5) provide tenants with rent receipts upon request, including rental receipts to the complaining tenants; 6) provide the Program with invoices for all utilities at the Park since January 1, 2023.

**Failure to Follow Ordered Corrective Action will Result in fees of Two Hundred and Fifty Dollars (\$250) per Day per Violation**

## **II. FACTUAL BACKGROUND**

- 2.1 Windsor MHP LLC (Park) is a mobile home park located in Lakewood, Washington. The street address is 3314 96th St South, Lakewood, WA 98499. It was formerly known as Mobile Manor MHP.
- 2.2 Windsor MHP LLC is registered with the Washington Secretary of State, with a UBI number of 602-862-777. The mailing address is listed as 9602 South Tacoma Way Ste B, Lakewood WA 98499-4454.
- 2.3 The Park is not registered as a Mobile Home Park with the Department of Revenue or Department of Commerce.
- 2.4 Luke Kim owns Windsor MHP LLC and is a Park landlord for purposes of RCW 59.20.030(7).
- 2.5 Elaine Molnar rents a mobile home lot on the Park premises for placement of her mobile home. Elaine has lived at the Park for over 30 years. Ms. Molnar is a tenant for purposes of RCW 59.20.030(27).
- 2.6 Cinderella Andrea lives at the Park and rents a mobile home lot for placement of her mobile home and is a tenant for purposes of RCW 59.20.030(27).
- 2.7 Anastasia Nulph lives at the Park and rents a mobile home lot for placement of her mobile home and is a tenant for purposes of RCW 59.20.030(27).
- 2.8 Sarah Hale lives at the Park and rents a mobile home lot for placement of her mobile home and is a tenant for purposes of RCW 59.20.030(27).
- 2.9 David and Joie Stiles live at the Park and rent a mobile home lot for placement of their mobile home and are tenants for purposes of RCW 59.20.030(27).

- 2.10 Tenants living at the Park have consistently been unable to reach park management. Park management is effectively absent.
- 2.11 There is no stable, protected way to pay rent. The mail contact information is outdated, and the office which was historically used as a place to drop-off rent is perpetually closed.
- 2.12 Tenants often do not receive billing statements indicating how much their rent is and when it is due. Tenants' attempts at obtaining rental receipts from management go unanswered.
- 2.13 Tenants consistently have difficulty reaching anyone representing the Park to address concerns about the common premises, utilities, rent receipts, junk vehicles, weed overgrowth, dangerous defects, or other issues affecting health and safety.
- 2.14 Garbage has piled up on the Park premises. Junk vehicles are spread about the Park, including in common parking spaces, private lots, and common premises. There has been no management to enforce Park rules or guidelines related to upkeep.
- 2.15 There is no weeding or landscaping occurring at the Park, resulting in a large buildup of weeds and overgrowth.
- 2.16 Junk vehicles occupy parking spaces meant for Park tenants. Old furniture and other household garbage also occupy common parking spaces.
- 2.17 The chain link fence surrounding the Park is broken, creating a hazard and allowing trespassers to enter the Park at will.
- 2.18 Trespassers often sleep in the common playground area at night, and management has not been responsive to tenants' raising this as a concern.
- 2.19 The common premises garbage has had lapses in service due to non-payment from Respondent.
- 2.20 The common area playground is rusted and dilapidated, creating a hazardous condition for children living at the Park.
- 2.21 Many of the mobile home lots have junk vehicles and accumulation of garbage. No park management has enforced basic upkeep of these lots.



*Photo of mobile home lot at the Park*

- 2.22 Local code enforcement with the City of Lakewood has put the Respondent on notice of issues related to proper upkeep of the premises and the presence of junk vehicles. Respondent has not properly complied with local code enforcement requests.
- 2.23 The lack of communication from Park management has interfered with tenants' ability to sell their home on the premises. For example, tenant Nulph had a buyer arranged for the purchase of her mobile home. Closing documents were finalized and notice of the sale was provided to Respondent. The buyer canceled the purchase due to Respondent's failure to respond to the buyer related to transfer of the rental agreement and raised concerns about lack of communication from Respondent.
- 2.24 The Mobile Home Dispute Resolution Program has received complaints from 6 tenants since 2022, most recently on July 7, 2023. The Program forwarded each complaint to Respondent, requesting a written response and documentation relevant to the complaints.
- 2.25 Between July 25, 2022 and September 26, 2023, the Program attempted to contact Respondent on 14 separate occasions related to complaint 621389 from Elaine Molnar. Respondent failed to respond to the Program through any means.<sup>1</sup> Respondent has similarly failed to respond to Program's efforts at communication related to all other complaints. Having exhausted its attempts at dispute resolution, the Program referred the matter to enforcement on September 26, 2023.

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<sup>1</sup> The Program sent multiple letters through certified mail to the registered mailing address for the Park with the Secretary of State (9602 SOUTH TACOMA WAY STE B LAKEWOOD WA 98499-4454); the Park address; emails to "l LukeKim@gmail.com," and phone calls/voicemails to (310) 770-5585 and (253) 584-0889.

### **III. LEGAL AUTHORITY**

- 3.1 The MHLTA regulates the rights and obligations arising out of mobile home lot rental agreements between landlords and tenants at mobile home parks. RCW 59.20.040.
- 3.2 A “mobile home park” means any real property rented out to at least two mobile homes for the purpose of profit.” RCW 59.20.030(14).
- 3.3 Mobile home park landlords (landlords) are defined as the owner of a mobile home park and includes the agents of the owner. RCW 59.20.030(7).
- 3.4 Owners are defined as one or more persons, jointly or severally, in whom is vested all or part of the legal title to the real property or all or part of the beneficial ownership, and a right to present use and enjoyment of the real property. RCW 59.30.020(10).
- 3.5 The legislature enacted RCW 59.30 in part to provide a mechanism for state authorities to quickly locate mobile home community landlords. RCW 59.30.010. Landlords are therefore required to register mobile home parks with the Department of Revenue. RCW 59.30.050.
- 3.6 Landlords are mandated to adhere to local statutes applicable to mobile home parks. RCW 59.20.130(1).
- 3.7 Landlords are responsible for maintaining common premises in a safe, clean, and sanitary condition and safe from defects to reduce the hazards of fire or accident. RCW 59.20.130(3).
- 3.8 Landlords must keep common premises and vacant mobile home lots free of weeds or plant growth detrimental to the health of tenants and free from unsightly objects and conditions. RCW 59.20.130(4).
- 3.9 Landlords must maintain and protect all utilities provided to the mobile homes in good and working order. RCW 59.20.130(6).
- 3.10 Landlords must accept payment of rent and provide written receipt for any payments upon request from the tenants. Landlords must accept rent by mail unless an accessible, on-site location is available. RCW 59.20.134.
- 3.11 Landlords shall not unreasonably withhold the transfer of a rental agreement. RCW 59.20.073.

- 3.12 Landlords shall not deny any tenant the right to sell their mobile home. RCW 59.20.070(1).
- 3.13 Through the Program, the Attorney General administers a “dispute resolution program,” which is intended to provide a process to resolve disputes between landlords and tenants at mobile home parks quickly and efficiently. RCW 59.30.010.
- 3.14 Landlords must post a notice that summarizes tenant rights and responsibilities, and includes information on how to file a complaint with the Attorney General. RCW 59.30.030(3).
- 3.15 After receiving a complaint, the Attorney General shall initiate the dispute resolution program by investigating the violations at its discretion, and, if appropriate, facilitate negotiations between the complainant and respondent. RCW 59.30.040(3).
- 3.16 Complainants and respondents shall cooperate with the Attorney General by providing access to papers or other documents. RCW 59.30.040(4)(a).
- 3.17 Failure to cooperate with the Attorney General in the course of an investigation is a violation of RCW 59.30. RCW 59.30.040(4)(b).
- 3.18 The Attorney General may issue an order for a Respondent to take affirmative actions that will carry out the purposes of RCW 59.20 and 59.30. RCW 59.30.040(7).
- 3.19 The Attorney General has discretion to investigate complaints and has authority to issue orders for violations on issues outside of the original complaint, including violations relating to non-complaining tenants. RCW 59.30.040; *Narrows Real Estate, Inc. v. MHDRP, Consumer Prot. Div.*, 199 Wn. App. 842, 862, 401 P.3d 346, 356 (2017).
- 3.20 The Attorney General must consider the severity and duration of the violation and the violations’ impact on other community residents when determining fines and penalties of up to two hundred and fifty dollars per day, per violation. RCW 59.30.040(6).

#### **IV. RESPONDENT’S LEGAL VIOLATIONS**

##### **4.1 Failure to Comply with Local Statutes - Violation of RCW 59.20.130(1).**

Respondent violated City of Lakewood Code § 8.40.20 by allowing garbage, attractive nuisances, broken and discarded furniture and junk vehicles to remain on the Park premises.

A. No person owning, or responsible for any property by virtue of leasing, renting, occupying, or being in possession or having charge of any property in the City, including vacant lots, shall maintain or allow to be maintained on such property, except as may be permitted by any other City ordinance, any of the following conditions visible from any public street or alley, or from any other private property:

1. Junk, trash, litter, boxes, discarded lumber, salvage materials, or other similar materials in any front yard, side yard, rear yard or vacant lot;
  2. Attractive nuisances dangerous to children, including but not limited to abandoned, broken or neglected equipment, machinery, refrigerators and freezers, excavations, wells or shafts;
  3. Broken or discarded furniture, household equipment and furnishings in any front yard, side yard, rear yard or vacant lot;
  4. Shopping carts in any front yard, side yard, rear yard or vacant lot of any property;
  5. Dead, decayed, diseased or hazardous trees, or any other vegetation to include a majority of vegetation (other than vegetation located in flower beds) which is dangerous to public health, safety and welfare, located in any front yard, side yard, rear yard, or upon any vacant lot;
  6. Vehicle parts or other articles of personal property which are discarded or left in a state of partial construction or repair in any front yard, side yard, rear yard or vacant lot;
  7. Vehicles or vehicle bodies which are up on blocks and have not been moved for a period of 30 days;
  8. Utility trailers or unmounted camper tops located in any front yard except in the driveway;
  9. Any accumulation of weeds, brambles, berry vines, or other vegetation which is over-growing any structure or which exceeds an average height of 15 inches, or any accumulation of junk, litter, trash, dead organic matter, debris, offal, rat harborages, stagnant water, combustible materials and similar materials or conditions constituting fire, health or safety hazard;
  10. Dilapidation or state of filthiness or uncleanness of any dwelling or other structure which endangers health or life or which permits entrance by rats, mice or other rodents.
- B. For the purposes hereof, the duty to maintain property extends to and includes the area of the public right-of-way adjacent to and between the property of the person owning, leasing, renting, occupying, being in possession or having charge of the private property and the paved roadway. The City Manager, or the designee thereof, may make exceptions subject to available budget funds as deemed necessary and appropriate under circumstances such as accident, extreme danger, or Acts of God, but in no case for routine maintenance.

#### City of Lakewood Municipal Code Chapter 8 Section 40.20

#### **4.2 Failure to maintain common premises to a reasonably clean, sanitary and safe manner – Violation of RCW 59.20.130(3).**

Respondent neglected to enforce and maintain proper garbage disposal throughout the Park, resulting in a hazardous accumulation of waste.

#### **4.3 Failure to maintain premises free of overgrowth and dangerous objections and conditions – Violation of RCW 59.120.130(4)**

Respondent has allowed overgrowth of weeds on the common premises and vacant lots. Respondent has allowed injurious objects to remain on the premises, including a dilapidated playground, broken chain-link fence, and junk vehicles.

#### **4.4 Failure to Properly Register – Violation of RCW 59.30.050.**

Respondent has been operating the Park without completing the mandatory registration for mobile home parks with the Department of Revenue.

**4.5 Non-Cooperation with the Program - Violation of RCW 59.30.040**

Respondent failed to cooperate with the Manufactured Housing Dispute Resolution Program during the dispute resolution process by failing to respond to dozens of attempts at contact over the course of months.

**4.7 Failure to provide rental receipts for payments made by tenants – Violation of RCW 59.20.134**

Respondent failed to provide receipts for rental payments made by tenants upon tenants' requests.

**4.8 Failure to approve assignment of rental agreement – Violation of RCW 59.20.073 and RCW 59.20.070(1).**

Respondent failed to provide consent to assignment of Complainant Nulph's rental agreement within a reasonable time period, preventing Nulph's ability to sell her mobile home.

**V. CORRECTIVE ACTION**

Pursuant to RCW 59.30.040(5)(a) and (6), corrective actions outlined below must be executed within fifteen (15) business days from the date of receipt of this notice. Failure to comply within this stipulated timeframe will result in the imposition of a two hundred and fifty dollar fine (\$250) per violation for each day the violation remains uncorrected. RCW 59.30.040(6).

- 5.1 Respondent must comply with all requests by Lakewood Code Enforcement related to clean-up of the Park, including removal of junk vehicles and excess garbage.
- 5.2 Respondent must promptly address the garbage accumulation issue, implement effective waste management for vacant lots, and maintain the common premises to clean and orderly standards.
- 5.3 Respondent must provide complainants with rental receipts and billing history.
- 5.4 Respondent must properly register its Mobile Home Park with the Department of Revenue pursuant to RCW 59.30.
- 5.5 Respondent must take reasonable steps fix and/or remove dangerous objects from the Park premises including the fence and play area.



## **VI. ORDER FOR AFFIRMATIVE ACTION**

- 6.1 Pursuant to RCW 59.30.040(7), it is ordered that Respondent must provide the Program with invoices for utilities, including garbage service, water, and sewer that has been billed to the Park since January 1, 2023 and an accounting of corresponding charges assessed to tenants renting mobile lots at the Park.

Signed this 9th day of November, 2023.

MANUFACTURED HOUSING DISPUTE  
RESOLUTION PROGRAM

ROBERT W. FERGUSON  
Attorney General

*/s Sebastian Miller*  
SEBASTIAN MILLER WSBA #50261

Enforcement Attorney, Mobile Housing Dispute  
Resolution Program

## **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.

## PROOF OF SERVICE

I certify that I served a copy of this document on all parties or their counsel of record on the date below as follows:

Luke Kim 1169 S Windsor Blvd Los Angeles, CA 90019	<input checked="" type="checkbox"/> Legal Messenger <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid <input checked="" type="checkbox"/> Certified Mail, Receipt Requested <input type="checkbox"/> County E-Service <input type="checkbox"/> Email
Windsor MHP LLC 9122 S Tacoma Wy #112 Lakewood, WA 98499	<input type="checkbox"/> Legal Messenger <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid <input checked="" type="checkbox"/> Certified Mail, Receipt Requested <input type="checkbox"/> County E-Service <input type="checkbox"/> Email
David & Joie Stiles 3314 96th St S #67 Lakewood, WA 98499	<input type="checkbox"/> Legal Messenger <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid <input checked="" type="checkbox"/> Certified Mail, Receipt Requested <input type="checkbox"/> County E-Service <input type="checkbox"/> Email
Cinderella D'Andrea 3314 96th St S #73 Lakewood, WA 98499	<input type="checkbox"/> Legal Messenger <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid <input checked="" type="checkbox"/> Certified Mail, Receipt Requested <input type="checkbox"/> County E-Service <input type="checkbox"/> Email
Elaine Dorothy Molnar 3314 96th St S #107 Lakewood, WA 98499	<input type="checkbox"/> Legal Messenger <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid <input checked="" type="checkbox"/> Certified Mail, Receipt Requested <input type="checkbox"/> County E-Service <input type="checkbox"/> Email

Anastasia Nulph 3314 96th St S #110 Lakewood, WA 98499	<input type="checkbox"/> Legal Messenger <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid <input checked="" type="checkbox"/> Certified Mail, Receipt Requested <input type="checkbox"/> County E-Service <input type="checkbox"/> Email
Sarah Hale 3314 96th St S #80 Lakewood, WA 98499	<input type="checkbox"/> Legal Messenger <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid <input checked="" type="checkbox"/> Certified Mail, Receipt Requested <input type="checkbox"/> County E-Service <input type="checkbox"/> Email

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

DATED this 9th day of November, 2023, at Seattle, Washington.

*/s Sebastian Miller*  
SEBASTIAN MILLER, WSBA #50261