

## **APPENDIX E: PROPOSED ORDINANCE**

### **DRAFT MOBILE HOME RENT STABILIZATION ORDINANCE**

#### **2015 REVISION TO ORD. CODE CHAPTER 3.32**

### **INTRODUCTORY PROVISIONS**

#### **3.32.010 Purpose.**

The purpose of this chapter is to stabilize the rents that mobile home owners within the unincorporated areas of the County are charged by mobile home park owners for the use of the space occupied by the mobile home and to adopt a maximum allowable standard rent increase, a mechanism for park owners to request rent increases in excess of the standard rent increase, and a process for mobile home owners to challenge rent increases.

#### **3.32.020 Definitions**

For purposes of this chapter, certain words and phrases shall have the meanings set forth herein.

"Administration Fee" means the fee assessed to reimburse the County for the costs of administering this chapter, pursuant to Section 3.32.230.

"Administration Fee Rent Increase" means an increase in rent pursuant to Section 3.32.080.

"Affected Mobile Home Owners" means all Mobile Home Owners in a Mobile Home Park who have been notified by the Park Owner that a rent increase is being sought or is to become effective, or who have been otherwise made aware that a rent increase or Service Reduction has or is to become effective.

"Affected Mobile Home Spaces" means all spaces in a Mobile Home Park for which Mobile Home Park Owners have been notified by the Park Owner that a rent increase is being sought or is to become effective, or who have been otherwise made aware that a rent increase or Service Reduction has or is to become effective.

"Base Rent" means the Space Rent charged and allowed pursuant to this chapter on the Effective Date plus any increase in Space Rent allowed thereafter pursuant to this chapter.

"Capital Improvements" means those expenditures at a Mobile Home Park that may be characterized as capital improvements for federal income tax purposes.

"Capital Improvement Rent Increase" means an increase in rent pursuant to Section 3.32.090.

"Commercial Purchaser" means a person or entity including, but not limited to, an individual, a limited liability company, corporation, partnership or any form of association engaged in Mobile Home sales as a business.

"Consumer Price Index" means the Consumer Price Index for All Urban Consumers San Francisco-Oakland-San Jose area (or, if the area designation is revised, for the area that encompasses unincorporated Alameda County), published by the U.S. Department of Labor, Bureau of Labor Statistics.

"Effective date" means the date the ordinance enacting this definition became effective.

"Hearing Officer" means the person designated by the Rent Review Officer pursuant to Section 3.32.050.

"Housing Director" means the Director of the Housing and Community Development Department of the Community Development Agency, acting either directly or through his/her assigned deputies and employees.

"Housing Services" means a service or amenity provided by the Park Owner related to the use or occupancy of a Mobile Home Space, including but not limited to maintenance or repairs to the Mobile Home Space, common areas or assigned parking areas of the Mobile Home Park, for which the Park Owner expends money or other quantifiable consideration to provide. For purposes of this chapter, housing services do not include intangibles or other benefits associated with living at the Mobile Home Park for which the Park Owner does not expend money or other quantifiable consideration to provide (e.g. desirability of the location of the Mobile Home Park, views, air quality).

"Major Rent Increase" means an increase in rent pursuant to Section 3.32.100.

"Mobile Home" means a structure designed for human habitation and for being moved on a street or highway under permit pursuant to Cal. Veh. Code § 35790, including but not limited to a manufactured home, as defined in the California Health and Safety Code, "Mobile home" does not include a recreational vehicle, as defined in Cal. Civ. Code § 799.24, a commercial coach, as defined in Cal. Health & Safety Code § 18001.8, or factory-built housing as defined in Cal. Health & Safety Code § 19971.

"Mobile Home Owner" means a person who has an ownership interest in a Mobile Home and has a tenancy in a Mobile Home Park under a rental agreement, having the right to the use of a Mobile Home Space on which to locate, maintain and occupy a Mobile Home, including any fractional interest therein and who is not a Commercial Purchaser.

"Mobile Home Park" means any area or tract of land within unincorporated Alameda County where two or more Mobile Home Spaces are rented, or held out for rent, to accommodate Mobile Homes.

"Mobile Home Space" means a site within a Mobile Home Park intended, designed, or used for the location or accommodation of a Mobile Home and any accessory structures or appurtenances attached thereto or used in conjunction therewith.

"Mobilehome Residency Law" means the state law governing the landlord-tenant relationship between Park Owners and Mobile Home Owners (California Civil Code sections 798 et seq.), a copy of which is available from all Park Owners.

"Park Owner" means any person or entity that owns, leases, or subleases a Mobile Home Park and/or a Mobile Home Park business in the unincorporated area of Alameda County, including any fractional interest therein, or an operator, manager, agent or representative authorized to act on behalf of such a person or entity.

"Percent Change in Consumer Price Index" means the annual percent change in the Consumer Price Index, calculated to the nearest tenth (.1), published for the month of February, issued in the month of March. In the event that an index is not published for the month of February, the closest preceding month for which an index is published shall be used.

"Rental Agreement" means a lease or other agreement between the Park Owner and the Mobile Home Owner for a Mobile Home Space establishing the terms and conditions of a Mobile Home Park tenancy.

"Rent Review Officer" means the person or persons designated by the Housing Director pursuant to Section 3.32.040.

"Rent Review Procedures" means the written procedures adopted by the Housing Director pursuant Section 3.32.030.

"Service Reduction" means any reduction in housing services below the level existing on or after the Effective Date, which results in a cost savings to the Park Owner without a corresponding decrease in Space Rent. The reduction or deferment of maintenance below the level existing on or after the Effective Date may constitute a Service Reduction. However, normal wear and tear of the common area facilities and/or the Mobile Home Space does not constitute a Service Reduction.

"Space Rent" means the money or other consideration charged or received by a Park Owner for the use or occupancy of a Mobile Home Space and the nonexclusive use of common area facilities, but excluding separately billed utilities or reasonable charges for services actually rendered as of the Effective Date.

"Standard Rent Increase" means an increase in rent pursuant to Section 3.32.070.

### **3.32.030** Implementing Rent Review Procedures

The Housing Director shall establish written Rent Review Procedures consistent with this chapter to effectuate the purposes of this chapter, including but not limited to establishing timelines for the notices and actions described herein, hearing procedures, requirements for written submissions, and factors to be considered by the Rent Review Officer and Hearing Officer in making determinations pursuant to this chapter.

### **3.32.040** Rent Review Officer

The Housing Director, or a person or persons designated by the Housing Director, shall serve as the Rent Review Officer to administer and enforce the provisions of this chapter.

### **3.32.050** Hearing Officer

The Rent Review Officer shall designate a Hearing Officer to conduct a hearing or hearings pursuant to this chapter. The minimum qualifications of the Hearing Officer shall be as established by the Rent Review Procedures. A person shall not be appointed as a Hearing Officer if the Rent Review Officer determines that the person has an actual or potential conflict of interest in the matter or if such appointment would have the appearance of a conflict of interest in the matter. For example, a person who is a Mobile Home Owner, a Park Owner or an immediate family member of a Mobile Home Owner or Park Owner shall be ineligible to serve as a Hearing Officer.

## **RENT INCREASES**

### **3.32.060** Allowable Rent Increases

All rent increases shall be limited to the Standard Rent Increase, Capital Improvement Rent Increase, Administration Fee Rent Increase and Major Rent Increases pursuant to the provisions herein.

### **3.32.070** Standard Rent Increase

Until and through December 31, 2020, once every twelve (12) months, a Park Owner may increase the Base Rent by a Standard Rent Increase of up to either one hundred percent (100%) of the Percent Change in the Consumer Price Index or three percent (3%) of the monthly Base Rent, whichever is lower.

From January 1, 2021, onward, once every twelve (12) months, a Park Owner may increase the Base Rent by a Standard Rent Increase of up to either one hundred percent (100%) of the Percent Change in the Consumer Price Index or three percent (3%) of the monthly Base Rent, whichever is higher, provided that the Standard Rent Increase shall in no instance exceed five percent (5%) of the monthly Base Rent.

All Standard Rent Increases shall become a permanent part of the Base Rent upon which future rent increases are calculated.

### **3.32.080** Administration Fee Rent Increase

- A. A Park Owner may pass through up to 50 percent (50%) of the Administration Fees assessed against them to the Mobile Home Owners. The portion of the Administration Fee to be passed through shall be apportioned equally among the Affected Mobile Home Spaces. A minimum of fifty percent (50%) of the Administration Fee must be borne by the Park Owners and may not be passed through in any manner to the Mobile Home Owners.

- B. Once every twelve (12) months a Park Owner may increase the Mobile Home Owner's rent based on the Mobile Home Owner's pro-rata share of the Administration Fee. The Administration Fee Rent Increase, if any, shall be charged in equal monthly installments over the twelve- (12-) month period following its implementation.
- C. An Administration Fee Rent Increase does not comprise a part of the Base Rent and shall not be included as part of the Base Rent upon which future rent increases are calculated. An Administration Fee Rent Increase is a rent increase separate from, and may be charged in addition to, a Standard Rent Increase, Capital Improvement Rent Increase or Major Rent Increase.
- D. An Administration Fee Rent Increase, if any, shall be noticed and implemented at the same time as any Standard Rent Increase during the twelve- (12-) month period.
- E. An Administration Fee Rent Increase shall cease to be charged or collected as rent once the Mobile Home Owner's pro-rata share of the Administration Fee has been collected.
- F. In no event may any Administration Fee Rent Increase pursuant to this section exceed one percent (1%) of the Mobile Home Owner's then existing rent.

**3.32.090 Capital Improvement Rent Increase**

A Park Owner may increase the Mobile Home Owner's rent based on certain Capital Improvement costs under the following conditions:

- A. The Capital Improvement costs must be approved in advance. Expenditures made or obligations incurred for Capital Improvements without or prior to obtaining approval are not eligible for reimbursement via a Capital Improvement Rent Increase.
- B. The Capital Improvement Rent Increase must be approved in advance. Upon receipt of a complete application and submission of such additional information as may be requested, the Rent Review Officer will evaluate the request for a Capital Improvement Rent Increase and may cause a hearing to be held to evaluate the request.
- C. In evaluating the request, the Rent Review Officer or the Hearing Officer, if one is appointed, shall consider, among other factors:
  - 1. The nature of the Capital Improvement;
  - 2. The anticipated benefits of the Capital Improvement for the Mobile Home Park and Mobile Home Owners;
  - 3. The estimated cost of the Capital Improvement;
  - 4. The estimated useful life of the Capital Improvement and the proposed amortization period;
  - 5. The proposed allocation of costs among Mobile Home Park Owners; and
  - 6. Other financial information that the Park Owner is willing to provide.

- D. In any rent increase proceeding pursuant to this section, the burden shall be upon the Park Owner to prove the justification for a rent increase by clear and convincing evidence.
- E. A Capital Improvement Rent Increase based on a new or additional Housing Service must be approved by the vote of a majority of Affected Mobile Home Owners prior to obtaining approval from the Rent Review Officer or Hearing Officer, with each space being entitled to a maximum of one (1) vote. A Capital Improvement Rent Increase based on the rehabilitation or replacement of an existing Housing Service does not require approval by a vote of the Affected Mobile Home Owners prior to approval. A Park Owner may recover up to 50 percent (50%) of the cost of the Capital Improvement via a Capital Improvement Rent Increase. The portion of the cost to be passed through shall be apportioned equally among the Affected Mobile Home Spaces. A minimum of fifty percent (50%) of the cost must be borne by the Park Owners and may not be passed through in any manner to the Mobile Home Owners.
- F. A Park Owner must provide notice to all Affected Mobile Home Owners prior to effectuating the increase pursuant to Section 3.32.110.
- G. The Review Officer or Hearing Officer may approve or deny the requested Capital Improvement Rent Increase, or may approve the request with modifications including but not limited to a reduction in the amount of the allowable rent increase. The Housing and Community Development Department will notify the Affected Mobile Home Owners and the Park Owner of any approved Capital Improvement Rent Increase.
- H. A Capital Improvement Rent Increase shall be amortized over the useful life of the Capital Improvement in accordance with IRS regulations.
- I. In no event may any single Capital Improvement Rent Increase or any cumulative Capital Improvement Rent Increases pursuant to this section exceed five percent (5%) of the Mobile Home Owner's then existing rent.
- J. Any Capital Improvement Rent Increase shall not be included as part of the Base Rent upon which future rent increases under this chapter are calculated.
- K. Any Capital Improvement Rent Increase shall no longer be charged as rent once the Mobile Home Owner's pro-rata share of the recoverable Capital Improvement cost has been recovered.
- L. Nothing in this section shall preclude a Park Owner from applying for a Major Rent Increase based in whole or in part on Capital Improvement expenditures, the recovery of which would result in an increase in excess of five percent (5%) of the Mobile Home Owner's then existing rent.

### **3.32.100 Major Rent Increase**

- A. A Park Owner may not increase rents beyond the limits established for a Standard Rent Increase, Capital Improvement Rent Increase, or Administration Fee Rent Increase unless and until the Park Owner files a petition for Major Rent Increase, receives approval for a

Major Rent Increase pursuant to this chapter and provides notice to all Affected Mobile Home Owners.

- B. A hearing will be held upon receipt of a complete application and submission of such additional information as may be requested by the Hearing Officer or Rent Review Officer.
- C. In any rent increase proceeding pursuant to this section, the burden shall be upon the Park Owner to prove the justification for a rent increase by clear and convincing evidence.
- D. In evaluating the request, the Hearing Officer shall consider, among other factors:
  - 1. Unavoidable increases in maintenance and operating expenses;
  - 2. The substantial rehabilitation or the addition of Capital Improvements by the Park Owner seeking the Major Rent Increase;
  - 3. The rental history of the Affected Mobile Home Spaces and the Mobile Home Park, for the immediately preceding thirty-six (36) months, including prior rent increases, reductions in Housing Services, and the occupancy rate;
  - 4. The physical condition of the Affected Mobile Home Spaces and Mobile Home Park;
  - 5. Existing Space Rents for comparable Mobile Home Spaces in other comparable Mobile Home Parks;
  - 6. Current and historic net operating income;
  - 7. A fair return on the property pro-rated among the Mobile Home Spaces of the Mobile Home Park;
  - 8. Whether any expense is clearly excessive, given the industry standard for the same item; and
  - 9. Other financial information that the Park Owner is willing to provide.
- E. This section does not place a cap on the amount of a rent increase that may be requested or approved via a Major Rent Increase. However, the Hearing Officer may place a cap on the allowable rent increase approved in response to a request for a Major Rent Increase or deny the request.
- F. A Park Owner may petition for a Major Rent Increase no more often than once in any twelve- (12-) month period. A Major Rent Increase shall not be implemented until at least twelve (12) months after the most recent Standard Rent Increase or Major Rent Increase.

- G. If a Major Rent Increase is approved that is based in whole or in part on a Capital Improvement cost, then that portion of the increase attributable to the Capital Improvement Cost shall not form a part of the Base Rent. In addition, that portion of the increase shall be charged only during the useful life of the Capital Improvement in accordance with IRS regulations.

## **RENT INCREASE NOTICES AND COMPLAINTS**

### **3.32.110** Notices Required

Rent increases pursuant to this chapter shall not be effective and shall not be charged, accepted, received or retained until the Park Owner has given all notices required by state law (see e.g. Civil Code Section 798.30), this chapter, and the Rent Review Procedures.

### **3.32.120** Prohibition on Rent Increase Without Adequate Notice

A Park Owner failing to provide an Affected Mobile Home Owner the information, documents, or notices required by state law, this chapter, or the Rent Review Procedures to be provided prior to a effectuating rent increase shall not be entitled to collect that rent increase. Such failure by the Park Owner shall be available as a defense in any action brought by the Park Owner to recover possession of the Mobile Home Space or to collect any rent increase from the Affected Mobile Home Owner. A Park Owner may remedy such failure by providing the Affected Mobile Home Owner with the required information, documents, or notices, before initiating an action for possession of the Mobile Home Space or collecting any rent increase otherwise authorized by this chapter.

### **3.32.130** Complaint Regarding Rent Increase or Notice of Rent Increase

Following receipt of a rent increase notice pursuant to Sections 3.32.070, 3.32.080, 3.32.090, or 3.32.100 of this chapter, a statement of increased rent, or any other charge of increased rent, a Mobile Home Owner may file a complaint with the Rent Review Officer alleging the invalidity or impropriety of said rent increase. Upon receipt of a complaint filed by one or more Affected Mobile Home Owners, the Rent Review Officer may order an immediate stay of the challenged rent increase for all Affected Mobile Home Owners during the rent review process. The Rent Review Officer will evaluate the complaint and may cause a hearing to be held to evaluate the complaint. The burden of proving that a rent increase was implemented in violation of this chapter or is otherwise invalid is on the person alleging such invalidity. Upon a determination that the challenged rent increase was implemented in violation of this chapter or is otherwise invalid, the Park Owner may be ordered to reimburse Mobile Home Owners the amount of any overpayments.

## **OTHER RENT REGULATIONS**



**3.32.140** Housing Service Reduction with Corresponding Rent Decrease.

A Park Owner shall provide written notice to each Affected Mobile Home Owner prior to effectuating a reduction in Housing Services with a simultaneous decrease in Space Rents in an amount corresponding to the cost of the reduction in Housing Service. Notice shall be provided not less than thirty (30) calendar days prior to the proposed effective date of the reduction in Housing Services and/or decrease in Space Rent, whichever is sooner. Concurrently with providing notice, the Park Owner shall provide the Rent Review Officer with copies of any and all contracts, invoices or other documents demonstrating the cost of the Housing Service to the Park Owners.

**3.32.150** Housing Service Reduction without Corresponding Space Rent Decrease.

A Park Owner shall not effectuate a Service Reduction Space Rent without obtaining prior approval for a Major Rent Increase. A Mobile Home Owner claiming that a Service Reduction has been effectuated in violation of this section may initiate the rent dispute process, which shall proceed as follows:

- A. The Mobile Home Owner must notify the Park Owner of the alleged Service Reduction not later than one (1) year from the date of receipt of the first rent notice following commencement of the Service Reduction and may request a corresponding rent reduction.
- B. If the parties are unable to resolve the dispute, the Mobile Home Owner may file a petition for a rent dispute hearing with the Rent Review Officer.
- C. The burden of proving the existence of Service Reductions is on the person alleging such reductions.
- D. If the Hearing Officer finds that Service Reductions have occurred, the Hearing Officer shall determine the value of the Service Reductions and shall offset the allowable Space Rent, including any allowable Rent Increase, by the value of the Service Reductions. The rent reduction shall be pro-rated over all rental units subject to the Service Reduction, regardless of the number of residents claiming such Service Reductions or participating in the rent dispute process. The rent reduction may be applied retroactively. Upon an order for a retroactive rent reduction, the Park Owner shall reimburse Mobile Home Owners the amount of any overpayments as determined by the Hearing Officer.

**3.32.160** Vacancy Control

The maximum rent increases established by this chapter shall apply without regard to any changes in ownership of the Mobile Home, removal and replacement of the Mobile Home on the Mobile Home Space or any vacancy of the Mobile Home Space, except as provided in Section 3.32.170.

**3.32.170** Vacancy Decontrol-Abandoned Mobile Homes

A Park Owner may increase Space Rent by any amount when renting a Mobile Home Space after obtaining a judgment of abandonment for an "abandoned mobilehome" as defined by and pursuant to Section 798.61 of the Mobilehome Residency Law. The new Space Rent established for the Mobile Home Space shall become the Base Rent upon which future rent increases pursuant to this chapter will be calculated.

### **3.32.180 Firm Offer Base Rent**

A Park Owner shall provide a written firm offer Base Rent quote to a Mobile Home Owner upon written request. The firm offer shall be provided within five (5) business days of the receipt of a written request from a Mobile Home Owner. The firm offer shall state the Space Rent that would be charged for the rent or lease of the Mobile Home Space immediately following the transfer of the Mobile Home by the Mobile Home Owner, if the Mobile Home remains on the Mobile Home Space or is removed and replaced with a different Mobile Home by the transferee. The firm offer shall separately state any Administration Fee Rent Increase or Capital Improvement Rent Increase that would be allocated to the Mobile Home Space. The firm offer shall remain in effect until the next rent increase pursuant to this chapter.

Upon the transfer of the Mobile Home, the Park Owner may not charge a Space Rent higher than the firm offer Base Rent. Any increase of said Base Rent shall be in accordance with the provisions of this chapter.

A Mobile Home Owner may request an adjusted firm offer from the Park Owner in accordance with this section upon receipt of a rent increase notification. The adjusted firm offer must provide the Space Rent that will be charged immediately following the implementation of the noticed rent increase.

### **3.32.190 Non-Monetary Consideration as Rent Not Prohibited**

Nothing in this chapter shall prevent a Park Owner from agreeing to allow Mobile Home Owners to provide lawful consideration other than money as Space Rent, including allowing Mobile Home Owners to work at the Mobile Home Park to pay off their rent. In such cases, the County shall make no attempt to determine whether such nonmonetary consideration is in fact more or less valuable than the Space Rent charged for any particular Mobile Home Space.

## **GENERAL PROVISIONS**

### **3.32.200 Applicability**

Nothing in this chapter shall be deemed to regulate the rent charged for a tenant to occupy a Mobile Home, as opposed to the rent charged to a Mobile Home Owner to occupy a Mobile Home Space.

Nothing in this chapter shall be deemed to regulate the rent charged for Recreational Vehicles or "Fifth Wheels" to occupy any space within a Mobile Home Park to the extent such regulation would be inconsistent with state law.

**3.32.210 Exemption – Leases Longer Than 12 months**

The provisions of this chapter shall not apply to any Mobile Home Space which is exempt from this local rent stabilization ordinance pursuant to Section 798.17 of the Mobilehome Residency Law. As of the Effective Date, the Mobilehome Residency Law provides an exemption if :

- A. The term of the rental agreement is in excess of twelve (12) months' duration; and
- B. The Mobile Home Space which is the subject of the rental agreement is used for the personal and actual residence of the Mobile Home Owner.

This exemption shall apply only to the extent required by state law.

The Park Owner shall bear the burden of proving that a Mobile Home or Mobile Home Space is not subject to this chapter.

**3.32.220 Right to Accept a Shorter Lease That Is Subject to This Rent Stabilization Ordinance**

Pursuant to the Mobilehome Residency Law in effect on the Effective Date, every Mobile Home Owner and prospective Mobile Home Owner has the option to reject an offered rental agreement with a term in excess of twelve (12) months and to accept instead a rental agreement for a term of twelve (12) months or less, including a month-to-month agreement. (See Sections 798.17 and 798.18). Before any rental agreement or lease in excess of twelve (12) months is executed by the Mobile Home Owner, the Park Owner must provide the Mobile Home Owner or prospective Mobile Home Owner with a copy of the ordinance codified in this chapter, and inform the Mobile Home Owner or prospective Mobile Home Owner both orally and in writing that if the Mobile Home Owner signs the lease or rental agreement, it will not be subject to the terms and protection of the ordinance codified in this chapter. Notice shall be provided in accordance with state law.

**3.32.230 Administration Fees**

- A. Administration Fee Established. The general costs incurred by the County in administering this chapter shall be reimbursed by Park Owners in the form of an Administration Fee. Annually, the Housing Director shall recommend to the Board of Supervisors the amount of the Administration Fee, and the Board of Supervisors shall adopt the Administration Fee by resolution.
- B. Allocating Fees to Park Owners. One hundred percent (100%) of the fee allocated to and payable by each Park Owner shall be determined by the County based on all of the costs incurred in the general administration of this chapter, in the prior calendar or fiscal year, based on the general costs of administering this chapter. The general costs shall be

apportioned equally based on all Mobile Home Spaces in the County to the extent permitted by state law.

- C. **Timeline and Penalties.** The Administration Fees shall be paid by the Park Owner within forty-five (45) days from the date of mailing of the billing by the County. Assessment and collection of penalties for delinquent payment of the Administration Fees imposed by this section shall be as provided in the Rent Review Procedures.
- D. **Pass Through to Mobile Home Owners.** Park Owners may pass through 50 percent (50%) of the Administration Fees assessed against them to the Mobile Home Owners in accordance with Section 3.32.080.
- E. **Direct Costs Excluded.** The direct costs incurred by the County in processing a Park Owner's application for a Capital Improvement Rent Increase or Major Rent Increase shall not comprise part of the Administration Fee and shall be charged in accordance with Section 3.32.240.

### **3.32.240** Direct Cost Fees

The direct costs incurred in the processing of a request for a Capital Improvement Rent Increase or Major Rent Increase shall be borne directly by the Park Owner involved in the request and may not be passed through in any manner to the Mobile Home Owners unless otherwise apportioned by the Hearing Officer. Direct costs include all costs incurred by the County in processing the request pursuant to this chapter including but not limited to the cost of staff time, hearing costs, and appeals costs. The Rent Review Officer may collect a deposit from a Park Owner prior to processing an application for a Capital Improvement Rent Increase or Major Rent Increase.

### **3.32.250** Mobile Home Park Registration

Park Owners must register their Mobile Home Park(s) with the Rent Review Officer within sixty (60) days from the Effective Date. The registration must include, in a form acceptable to the County, the following information:

- A. A list of the Park Owner's Mobile Home Parks and all associated Park Owners, including a list of the managers and operators, if any;
- B. Appropriate contact information for all Park Owners;
- C. The number of Mobile Home Spaces in each Mobile Home Park;
- D. Mailing address of each Mobile Home Space;
- E. A list of all Mobile Home Spaces covered by this chapter;
- F. A list of all spaces within the Mobile Home Park not covered by this chapter and the reasons therefor (e.g., spaces with a lease term longer than 12 months);
- G. The Space Rent for each Mobile Home Space as of the Effective Date;
- H. The amount of and descriptions for all other rent, charges and fees charged to the Mobile Home Owners by space;

Any changes in the information provided in subsections A through F shall be reported to the Rent Review Officer within thirty (30) days of the change.

**3.32.260** Transfer of Mobile Home

Park Owners shall cooperate in good faith with Mobile Home Owners who wish to sell or otherwise transfer their Mobile Home. Park Owners shall not unjustly withhold approval of a transferee. This chapter shall not be interpreted or applied in a manner that would be inconsistent with the rights and responsibilities of Park Owners and Mobile Home Owners with respect to transfers of Mobile Homes as established by the Mobilehome Residency Law (see sections 798.70-798.83).

**3.32.270** Retaliation Prohibited

- A. A Park Owner shall not evict a Mobile Home Owner if the Park Owner's dominant motive in seeking to recover possession of the Mobile Home Space is:
  - 1. Retaliation for the Mobile Home Owner's organizing, petitioning government for rent relief, or exercising any right granted under this chapter; or
  - 2. Evasion of the purposes of this chapter.
- B. A Park Owner shall not retaliate against a Mobile Home Owner or for the Mobile Home Owner's assertion or exercise of rights under this chapter in any manner, including but not limited to:
  - 1. Threatening to bring or bringing an action to recover possession of a Mobile Home Space;
  - 2. Engaging in any form of harassment that causes the Mobile Home Owner to quit the premises;
  - 3. Decreasing Housing Services;
  - 4. Increasing rent; or
  - 5. Imposing or increasing a security deposit or other charge payable by the Mobile Home Owner.

**3.32.280** Information Required to Administer Ordinance

Park Owners and Mobile Home Owners shall provide information required for the County to administer this Ordinance, as may be requested from the Hearing Officer, Rent Review Officer, Housing Director or Board of Supervisors.

**3.32.290** Complaint Regarding Violation of Chapter Other Than Rent Increases

Within thirty (30) days of the date of discovery of an act or omission constituting a violation of this chapter regarding any issue other than a rent increase, a Mobile Home Owner may file a complaint with the Housing Director stating the basis therefor. The Housing Director shall investigate the issue and may refer the matter to the Rent Review Officer or a Hearing Officer for further evaluation.

**3.32.300** Effect on Prior Rent Increases

Nothing in this chapter shall be interpreted to validate or "grandfather" in any rent increase implemented prior to the Effective Date that was invalid pursuant to this chapter or any other law as it existed at the time the rent increase was implemented.

## **APPEALS PROCESS**

### **3.32.310 Appeals to Rent Review Officer**

An appeal may be taken to the Rent Review Officer within ten (10) days after the date of any order made by the Hearing Officer pursuant to this chapter. The appeal may be taken by any Mobile Home Owner, Park Owner or other person aggrieved or by an officer, department, board, or commission affected by the order within said ten- (10-) day period, by filing with the Rent Review Officer a notice of appeal specifying the grounds for such appeal. Filing such notice shall stay all proceedings in furtherance of the order appealed from.

### **3.32.320 Rent Review Officer—Action on appeals**

The Rent Review Officer may hear additional evidence and may sustain, modify or overrule any appeal consistent with this chapter and may make such findings and decisions as are not inconsistent with state law and county ordinances. If in considering an appeal, the Rent Review Officer determines that in the time since the decision being appealed was made, new information has arisen that may have affected the Hearing Officer's evaluation of the matter, the Rent Review Officer may remand the appeal to the Hearing Officer to either decide the matter anew or to issue an advisory ruling on the new information prior to the Rent Review Officer sustaining, modifying, or overruling the order appealed.

### **3.32.330 Appeals to Housing Director**

An appeal may be taken to the Housing Director within ten (10) days after the date of any order made by the Rent Review Officer pursuant to this chapter. The appeal may be taken by any Mobile Home Owner, Park Owner or other person aggrieved or by an officer, department, board, or commission affected by the order within said ten- (10-) day period, by filing with the Housing Director with a copy to the Rent Review Officer a notice of appeal specifying the grounds for such appeal. Filing such notice shall stay all proceedings in furtherance of the order appealed from.

### **3.32.340 Housing Director—Action on appeals**

The Housing Director may hear additional evidence and may sustain, modify or overrule any appeal consistent with this chapter and may make such findings and decisions as are not inconsistent with state law and county ordinances. If in considering an appeal, the Housing Director determines that in the time since the decision being appealed was made, new information has arisen that may have affected the Rent Review Officer's or Hearing Officer's evaluation of the matter, the Housing Director may remand the appeal to the Rent Review Officer or Hearing Officer to either decide the matter anew or to issue an advisory ruling on

the new information prior to the Housing Director sustaining, modifying, or overruling the order appealed.

**3.32.350** Appeals to Board of Supervisors

An appeal may be taken to the Board of Supervisors within ten (10) days after the date of any order made by the Housing Director pursuant to this chapter. The appeal may be taken by any Mobile Home Owner, Park Owner or other person aggrieved or by an officer, department, board, or commission affected by the order within said ten- (10-) day period, by filing with the Director of the Community Development Agency with a copy to the Housing Director, a notice of appeal specifying the grounds for such appeal. Filing such notice shall stay all proceedings in furtherance of the order appealed from. The Housing and Community Development department is designated as an agent of the Clerk of the Board for purposes of receiving a notice of appeal.

**3.32.360** Appeals—Transmittal of record

Upon receiving an appeal the Housing and Community Development Department shall indicate upon every notice of appeal received pursuant to Section 3.32.350 the date upon which it was filed. The Housing and Community Development Department shall transmit a copy thereof to the Clerk of the Board of Supervisors. The Housing and Community Development Department shall immediately make available to the Board of Supervisors all of the documents constituting the record upon which the action appealed was taken.

**3.32.370** Appeals—Representation

The Housing and Community Development Department shall be represented at the hearing on the appeal, in order to make known the reasons for the action taken.

**3.32.380** Appeals—Notice of hearing

The Board of Supervisors shall give written notice of the time and place for hearing any appeal filed pursuant to Section 3.32.350. Such notice shall be published and shall be given to the applicant, to the appellant, to the Housing and Community Development Department, and to any other person requesting such notice and depositing with the Clerk of the Board a self-addressed, stamped envelope to be used for that purpose.

**3.32.390** Board of Supervisors—Action on appeals

The Board of Supervisors may hear additional evidence and may sustain, modify or overrule any order brought before it on appeal pursuant to Section 3.32.350, and may make such findings and decisions as are not inconsistent with state law and County ordinances; provided that, if no motion relative to the order appealed attains a majority vote of the Board of Supervisors within thirty (30) days from the date of the hearing by the Board of Supervisors thereon, said order shall stand sustained and be final. If in considering an appeal, the Board of Supervisors determines that in the time since the decision being appealed was made, new information has arisen that may have affected the original decision maker's evaluation of the matter, the Board of Supervisors may remand the appeal to the

original decision-maker to either decide the matter anew or to issue an advisory ruling on the new information prior to the Board of Supervisors sustaining, modifying, or overruling an order brought before it pursuant to this chapter.

## **EFFECT OF OTHER LAWS**

### **3.32.400** Severability

This chapter shall be liberally construed to achieve its purpose and preserve its validity. If any provision or clause of this chapter or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this chapter that can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable and are intended to have independent validity.

### **3.32.410** No Takings

This chapter should not be interpreted and shall not be applied in a manner that would effectuate a taking of private property.

### **3.32.420** Consistency with State and Federal Law

This chapter should not be interpreted and shall not be applied in a manner that would be inconsistent with the rights and responsibilities of Park Owners and Mobile Home Owners as established by the Mobilehome Residency Law or as otherwise provided by state or federal law.