



MODEL MOBILEHOME PROTECTION ORDINANCE

This model draws on direct advocacy experience with mobilehome residents and a review of best practices across California. The model is a living document: new loopholes emerge as corporate owners find ways around existing protections, and the ordinance evolves in response. We encourage communities to adapt and adopt it. We ask only that you credit the California Center for Movement Legal Services.

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This model ordinance may be used as an ordinance passed by a city council or county board of supervisors.

Sec. 1. Title and Purpose.

This [Article/Chapter] shall be known as the [City/County] Mobilehome Protection Ordinance (the "Ordinance"). The purpose of this [Article/Chapter] is to promote neighborhood and community stability, healthy housing, and affordability for Mobilehome Owners and Residents by controlling excessive rent increases and arbitrary evictions to the greatest extent allowable under California law, preventing displacement of seniors and fixed-income residents, and ensuring Park Owners a fair and reasonable return on their investment.

Sec. 2. Findings.

The [City Council/Board of Supervisors of _____] finds and declares as follows:

The State of California has recognized, by the adoption of special legislation regulating tenancies in Mobilehome Parks, that there is a significant distinction between homeowners in Mobilehome Parks and other dwelling units. The state has likewise recognized that homeowners in Mobilehome Parks, unlike apartment tenants or residents of other rental stock, are in the unique position of having made a substantial investment in a residence, the space for which is rented or leased as distinguished from owned.

The physical removal and relocation of a Mobilehome from a rented or leased space within a Mobilehome Park can be accomplished only at substantial cost and inconvenience with a limited concurrent ability to find another location. In many instances, the removal requires a separation of the Mobilehome unit from appurtenances which have been made permanent, thus creating severe damage and depreciation in value to the Mobilehome.

Because of the limited availability of vacant spaces in Mobilehome Parks, the age and condition of some Mobilehomes, and the cost of moving Mobilehomes, it is extremely difficult, if not impossible, to move a Mobilehome from one park to another.

The California Supreme Court has observed that, "unlike the usual tenant, the mobilehome owner generally makes a substantial investment in the home and its appurtenances –typically a greater investment in his or her space than the mobilehome park owner...." [*Galland v. County of Clovis* (2001) 24 Cal.4th 1003, 1009]. Similarly, federal courts in California have also observed, "the park owners are business people who understand that the operation of a mobilehome park involves an economic relationship in which both park owner and the homeowner must make a substantial investment. Indeed, they have encouraged the tenants to make the investment and to

expect a return on it.” [*Adamson Companies v. County of Malibu*, 854 F.Supp. 1476, 1489 (1994, U.S.Dist. Ct., Central Dist. California)].

The [City/County of _____] has # () Mobilehome Parks with a total of approximately # () spaces located within the [City/County] limits. [Add facts from City/County Housing Element].

State protections have been insufficiently protective of mobilehome park residents. Many residents are not covered by existing tenant protections or are left unprotected due to existing loopholes in the law that leave them vulnerable to harassment or rent increases that outpace inflation.

Rent stabilization ordinances are intended to prevent unreasonable rent increases while preserving constitutionally required fair returns and are not designed to guarantee automatic rent increases based solely on inflation, rising costs, or changes in market conditions.

Consumer Price Index (CPI) metrics are appropriately used as a policy tool to establish predictable annual rent adjustment limits, but do not constitute an entitlement to pass through all claimed cost increases absent evidence demonstrating that existing rent levels are unreasonable under the standards of this Chapter.

Base-year rents and expenses shall constitute the presumptive benchmark for determining lawful rents and operating costs under this ordinance. This benchmark shall be deemed reasonable and lawful as applied to all affected spaces and units, subject only to the limited adjustment mechanism set forth in Section 5.¹

Operating expenses, capital replacement costs, and capital improvement costs are distinct categories with materially different purposes, impacts, and time horizons, and failure to clearly distinguish among these categories risks imposing long-term investment costs on residents in a manner unrelated to ongoing housing services.

Park Owners are best positioned to document and substantiate claimed increases in expenses, vacancies, or financial hardship, and therefore appropriately bear the burden of proof in all rent adjustment and Fair Return proceedings under this Chapter; and

Fair Rate of Return provisions serve as a limited, evidence-based safety valve to address extraordinary circumstances and constitutional requirements, and are not intended to function as a routine alternative to annual CPI-based rent limitations.

Requiring documentation, itemization, and ordinance-specific justification for rent increases promotes transparency, administrative efficiency, predictability, and fairness for both Residents and Park Owners.

¹ Base rents may be subject to a “Vega” adjustment when base rents on the date of the rollback were disproportionately low because of peculiar circumstances. *Vega v. City of W. Hollywood*, 223 Cal. App. 3d 1342, 1349 (Ct. App. 2d Dist. 1990), reh’g denied and opinion modified (Oct. 19, 1990).

[Optional finding for documented coercive conduct] Certain Park Owners have engaged in a documented pattern of coercive conduct intended to circumvent rent stabilization across California, specifically: (1) challenging the validity of protective ordinances through litigation in bad faith with the purpose of creating regulatory uncertainty; (2) mass issuance of threatening 7-day cure-or-quit notices to create fear and displacement; (3) initiating mass eviction proceedings to overwhelm residents and administrative systems (in the months following a park sale to new investors, eviction filings often increase significantly); (4) threatening permanent withdrawal of parks from the rental market or park closure; and (5) using such threats to pressure the Municipality into compromising resident protections.² This cycle of intimidation imposes severe economic and psychological harms on mobilehome residents, particularly seniors and people with disabilities on fixed incomes.

In [City/County], [insert facts about what communities are experiencing locally].

Permitting Park Owners to pass through the costs of challenging this Chapter or seeking rent increases, including attorney's fees, expert witness fees, and related administrative costs, would force residents to finance their own displacement and subsidize litigation intended to strip them of protections.

Attorney's fees and legal costs incurred to challenge this Ordinance, file fair return applications, or otherwise prosecute rent increases are not ordinary operating expenses related to the provision of housing services, but rather investment risks and business costs properly borne by the park owner.

An adequate funding source is essential. Over ninety California cities and counties have enacted mobilehome rent stabilization ordinances and the fees required to implement them. To provide adequate funding for the program and services provided to Park Owners and Residents, an annual Rental Fee is established as set out in the Master Fee Schedule. Funds collected under this Chapter shall be dedicated to the administrative, public outreach, enforcement, and legal needs of this Chapter and for no other purpose.

In light of the foregoing, and the current and immediate threat to the health, safety, and welfare of [City/County] Mobilehome Park residents, the [City Council/Board of Supervisors of _____] determines that adoption of this Ordinance is in the interest of preserving the public health, safety, and general welfare.

² See, Peter Jon Shuler, *In San Rafael, Residents of a Mobile Home Park Are Fighting to Keep Their Homes*, KQED (Aug. 13, 2024), <https://www.kqed.org/news/12058015/in-san-rafael-residents-of-a-mobile-home-park-are-fighting-to-keep-their-homes>; Santa Ana, CA: *Mobile home residents demand Kingsley Corporation get out*, Fight Back! News (Mar. 21, 2026), <https://fightbacknews.org/articles/santa-ana-ca-mobile-home-residents-demand-kingsley-corporation-get-out>; Bay Area mobile home parks owners set huge rent increase for Castro Valley tenants, CBS News (Nov. 6, 2023), <https://www.cbsnews.com/sanfrancisco/news/bay-area-mobile-home-parks-owners-set-huge-rent-increase-for-castro-valley-tenants/>.

NOW, THEREFORE, BE IT ORDAINED BY THE [CITY COUNCIL/BOARD OF SUPERVISORS] OF [CITY/COUNTY] AS FOLLOWS:

Sec. 3. Definitions.

The following words or phrases as used in this [Article/Chapter] shall have the following meanings:

(a) **Base Rent**: The lawful Rent in effect for a Space that serves as the benchmark from which annual adjustments under this Chapter are calculated. Base Rent is established as follows:

(1) For tenancies existing on [rollback date], the Space Rent lawfully charged for that Space on [rollback date], as adjusted in accordance with this Chapter.

(2) For Spaces first rented after [rollback date], the initial Space Rent charged at commencement of the tenancy.

(b) **Base Year**: The calendar year [insert year, typically the year preceding adoption] or, if a Fair Return Application establishes a new Base Rent, the calendar year preceding the year the application is made.

(c) **Capital Improvement**: The installation, construction, or upgrade of a new or existing feature, facility, or system in the park that adds to its value, utility, or appeal and was not previously part of the park infrastructure or represents a material expansion in scope or performance. Capital improvements do not include regular maintenance or repairs from wear and tear, repairs resulting from a Park Owner's failure to perform regular maintenance, repairs ordered by a government agency, repairs requested by a park resident, or repairs covered by insurance.

(d) **Commissioner**: A member of the Mobile Home Rent Review Commission, defined in Section 6.

(e) **Consumer Price Index or CPI**: The annual percentage change in the All Urban Consumers, [metro area] region, All Items, as published by the U.S. Bureau of Labor Statistics, or its successor index. If the underlying index is discontinued or rebased, the Commission shall by regulation designate the closest equivalent index.

(f) **Controlled Space**: All Mobilehome Spaces in [City/County] except those exempt under Section 4(b).

(g) **Fair Return Application**: An application made to the City that seeks to increase Space Rents beyond the Annual Allowable Rent Adjustment to provide a fair and reasonable return to the Park Owner.

(h) **Housing Services**: All services provided by a Park Owner related to the use or occupancy of a Mobilehome or Space, including but not limited to: repairs,

maintenance, painting, utilities (unless directly billed to the Resident), management and administration, recreation facilities (including pools), laundry facilities, storage space, parking (including for one or more automobiles), security services, insurance, common area access, and the right to have pets. Housing Services shall include a proportionate part of services provided to common facilities.

(i) **Landlord or Park Owner**: A Mobilehome Park owner, Mobilehome Owner, lessor or sublessor who receives or is entitled to receive rent for the use and occupancy of any mobilehome, mobilehome space or portion thereof, and the agent, representative or successor of any of the foregoing.

(j) **Maximum Allowable Rent**: The maximum rent which may be legally charged on any Controlled Space covered by this [Article/Chapter].

(l) **Mobilehome**: For purposes of this Chapter, "Mobilehome" shall be construed broadly to effectuate the purpose of protecting residents who own their homes but rent the land beneath them. The term is governed by the following provisions:

(1) **Structures Covered as a Matter of Law**: The following structures are covered under this Chapter from the date of installation, without regard to duration of occupancy or any other condition:

(a) A manufactured home as defined in California Health & Safety Code § 18007;

(b) A mobilehome as defined in California Health & Safety Code § 18008; and

(c) Any structure described in subparagraph (i) or (ii) that has been detitled, affixed to a foundation pursuant to Health & Safety Code § 18551, or otherwise converted from personal to real property. Such conversion shall not remove a structure from coverage under this Chapter.

The classification of a structure by its owner, registrant, or any state or local licensing authority as other than a manufactured home or mobilehome shall not remove it from coverage under this Chapter if it meets the definitions in Health & Safety Code §§ 18007 or 18008.

(2) **Structures Deemed Mobilehomes Upon Residential Use**: The following structures are covered under this Chapter upon meeting the duration or conduct criteria set forth below:

(a) A park model or park trailer as defined in California Health & Safety Code § 18009.3(a);

(b) A recreational vehicle as defined in Health & Safety Code § 18010;

(c) A commercial coach as defined in Health & Safety Code § 18001.8;

(d) A factory-built housing or modular unit as defined in Health & Safety Code § 19971;

(e) A tiny home or other transportable dwelling unit mounted on a chassis, frame, or wheels; and

(f) Any other structure transportable on a street or highway under permit pursuant to California Vehicle Code § 35790 and used or capable of being used for human habitation.

(g) A structure listed in this subsection becomes a Mobilehome subject to this Chapter upon the occurrence of any of the following:

(1) **Duration: Continuous Occupancy.** The structure has remained on a single Space under a rental agreement (or successive agreements with the same occupant) for nine (9) continuous months. Temporary absences for vacation, medical treatment, family emergency, or rehabilitation of the structure shall not break continuity unless the unit is physically removed from the Space for sixty (60) or more consecutive days.

(2) **Duration: Aggregate Occupancy.** The structure has been occupied for residential purposes for a cumulative total of nine (9) months within any consecutive twenty-four (24) month period, regardless of whether the occupant is the same person or a different person, and regardless of whether the Park Owner characterizes the occupancy as "transient," "seasonal," or "tourist."

(3) **Conduct: Residential Infrastructure.** The structure is connected to permanent utilities (sewer, water, or electricity) by permanent connection rather than temporary hose or cord, or is affixed to a permanent foundation, skirted, or has had its wheels, axles, or hitch removed, provided it retains the capability of being moved on a street or highway with or without disassembly of appurtenances.

(4) **Conduct: Residential Designation.** The Space is held out by the Park Owner as available for long-term residential occupancy, whether advertised as a "residential lot," "home site," "long-term space," or similar, regardless of whether the Park Owner simultaneously advertises other spaces for transient use.

(3) **Appurtenances.** "Mobilehome" includes all accessory structures and appurtenances attached to or used in conjunction with the primary structure, whether or not designed to be moved, including but not limited to: awnings, carports, decks, porches, room additions, storage sheds, garages, and skirting. Temporary detachment of appurtenances for transport does not remove them from this definition.

(4) **Hybrid and Multiple-Unit Spaces.** If a single Space contains multiple structures (including a main unit and any accessory dwelling or guest structure), all structures shall be deemed a single Mobilehome for purposes of this Chapter, and the rental of any portion shall be subject to the protections of this Chapter.

(5) **Rebuttable Presumption of Coverage.** Any structure located on a Space for human habitation for more than thirty (30) consecutive days is presumed to be a Mobilehome subject to this Chapter. This presumption may be rebutted only by the Park

Owner demonstrating, by clear and convincing evidence presented to the [Hearing Officer / Rent Board], that all three of the following conditions are met:

(a) Infrastructure. The Space is physically incapable of supporting long-term residential occupancy because: (i) it is not connected to fixed electricity, sewer and water.

(b) Disclosure. The occupant received written notice, in a City-approved form translated into the occupant's primary language, at or before commencement of occupancy, stating that: (i) the Space is for transient use only; (ii) occupancy exceeding thirty (30) days violates the rental agreement; and (iii) the Space is not subject to rent stabilization under this Chapter.

(c) Consistent Enforcement. Park Owner's records, produced to the City upon request, demonstrate that: (i) no rent has been accepted for occupancy beyond thirty (30) days from any occupant of the Space within the preceding twenty-four (24) months; and (ii) the Park Owner has served written notice of violation on any occupant exceeding thirty (30) days and commenced eviction proceedings within thirty (30) days of such notice.

(i) Acceptance of rent for occupancy beyond thirty (30) days, or failure to initiate eviction proceedings after written City notice, shall conclusively establish that the Space is subject to this Chapter and shall preclude rebuttal for a period of twenty-four (24) months from the date of violation.

(ii) The thirty (30) day presumption triggers inspection and disclosure compliance obligations. Coverage under this Chapter for structures covered under Structures Deemed Mobilehomes Upon Residential Use is conclusively established upon satisfaction of the nine (9) month duration criteria in paragraphs (1) or (2) above.

(6) No Exemption Based on Park Classification

The classification of a property as an "RV park," "recreational vehicle park," "tourist accommodation," or any similar designation under federal, state, or local registration, licensing, or zoning codes shall not create an exemption from this Chapter for any Space meeting the definition of Mobilehome under this Section.

A Park Owner seeking to exempt the park in its entirety must demonstrate, by a preponderance of the evidence, that every Space in the park independently satisfies all three conditions of the Rebuttable Presumption above, and that no Space has been occupied by the same or successive occupants for more than nine (9) months in the aggregate within any consecutive twenty-four (24) month period.

(7) Successor Park Owners. Coverage of a Space under this Chapter is a property characteristic that runs with the land and is not affected by transfer of ownership of the Park. A successor Park Owner takes title subject to all coverage determinations applicable to individual Spaces as of the date of transfer.

(8) Anti-Circumvention. The following actions shall not remove or recharacterize a structure from the definition of Mobilehome, and any claim of exemption based on the following shall be presumed to be a pretextual attempt to evade this Chapter:

(i) **Temporary Removal.** Removing a unit from the Space for fewer than sixty (60) days, whether for repairs, renovation, or storage, if the Mobilehome Owner maintains tenancy rights to the Space.

(ii) **Unit Replacement.** Replacing an existing Mobilehome with another unit on the same Space, regardless of whether the replacement unit is new or used or whether the prior unit is removed from the park entirely.

(iii) **Detitling or Affixation.** Converting title from personal property to real property pursuant to Health & Safety Code § 18551 or permanently affixing the unit to a foundation.

(iv) **Reclassification.** Changing the registration or classification of a unit after installation in the park.

(v) **Transient Labeling.** Marketing a Space as an "RV space," "short-term rental," "tourist accommodation," or "transient lodging" when the Park Owner permits, facilitates, or accepts payment for occupancy exceeding thirty (30) days in any twelve-month period.

(m) **Mobilehome Park or Park:** As defined in California Civil Code Section 798.6, any area of land within [City/County] where two (2) or more Mobilehomes are rented or held out for rent.

(n) **Mobilehome Residents' Organization:** Any group of Residents who organize collectively for their shared interest(s) as residents of a Mobilehome Park, including concerns regarding Housing Services and maintenance, rent amounts or rent increases, evictions, discrimination, or harassment, regardless of whether they share the same Park Owner or management company.

(o) **Mobilehome Space or Space:** The site within a Mobilehome Park intended, designed, or used for the location or accommodation of a Mobilehome and any accessory structures or appurtenances attached thereto or used in conjunction therewith, regardless of permitting status.

(p) **Non-Recoverable Costs:** Any and all costs, fees, or expenses that are explicitly prohibited from being passed through to Residents or included in Operating Expenses under this Chapter, including but not limited to:

(1) Attorney's fees, paralegal fees, legal consultant fees, expert witness fees, and court costs incurred in connection with any Fair Return Application, appeal of a Fair Return Application decision, challenge to the validity or application of this Chapter or any provision thereof, or any proceeding seeking to increase rents, modify the terms of a Rental Agreement, or defend against claims brought by Residents or the City for violations of this Chapter;

(2) Fees paid to attorneys, lobbyists, or consultants to challenge, or circumvent this Chapter or any successor ordinance³; and

³ See *Oceanside Mobilehome Park Owners' Assn. v. City of Oceanside*, (Ct. App. 1984) 157 Cal. App. 3d 887 (Provision in mobile home park rent control ordinance which excludes all attorney fees and costs

(3) Penalties, fines, damages, or settlement payments assessed against the Park Owner for violations of this Chapter, the Mobilehome Residency Law, or other housing, health, or safety codes.

(q) **Primary Residence:** Occupancy of a Space as the individual's usual place of return, evidenced by carrying on basic living activities, listing the premises with taxing authorities, billing utilities to the individual, and other relevant factors.

(r) **Prospective Purchaser:** A person who is in the process of negotiating the purchase of a mobilehome.

(s) **Rent:** All consideration, including any bonus, benefit or gratuity, demanded or received by a landlord for or in connection with the use or occupancy, including housing services, of a space or mobilehome, further defined as follows:

(1) Space Rent: Any consideration demanded or received in connection with the use or occupancy of any Mobilehome Space, including Housing Services. Space Rent does not include charges for the use of coin-operated washing machines and dryers, and is subject to the limitations of Civil Code sec. 798.40, *et seq.*

(2) Mobilehome Rent: Any consideration demanded or received in connection with the use or occupancy of a Mobilehome by a Tenant, including Housing Services.

(t) **Rent Increase:** Any rent demanded of or paid by a Mobilehome Owner or tenant in excess of rent paid for the Mobilehome or Space immediately prior to such demand or payment. Rent increase includes any reduction in services provided to a Resident without a corresponding reduction in rent.

Any additional Rent demanded or paid, including any reduction in Housing Services without a corresponding rent reduction.

(u) **Rental Agreement:** An agreement, oral, written or implied, between a Park owner and Mobilehome Owner or Resident for use or occupancy of a Mobilehome or Space, including Housing Services.

(v) **Rental Fee:** The fee described in Section 9(n) of this [Article/Chapter].

(w) **Repair:** Maintenance, fixes, or remedial work to restore a component to its original condition due to normal wear and tear, not increasing value, size, function, or expected life.

(x) **Resident:** A Mobilehome Owner, Tenant, subtenant, lessee, or sublessee, or any other person entitled to the use or occupancy of any Mobilehome or Space.

incurred in challenging ordinance or related proceedings from operating expense calculations is constitutionally valid.)

(y) **Service Reduction**: A decrease or diminution in Housing Services provided by Park Owner, including but not limited to services the Park Owner is required to provide pursuant to:

(1) California Civil Code Sections 1941.1 and 1941.2, where applicable.

(2) The Mobilehome Residency Law, California Civil Code Section 798 et seq.

(3) The Mobilehome Parks Act, California Health and Safety Code Section 18200 et seq., or

(4) An express or implied agreement between the Park Owner and the Resident.

(z) **Special Circumstances Household**: A Resident with: (1) Total household income at or below 50% of the Area Median Income and either (a) age 62 or older, or (b) disabled as defined by Title 42 U.S.C. Section 423; or (2) Total household income at or below 50% AMI and disabled as defined by California Health and Safety Code Section 50072.

(aa) **Tenant**: A tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a Rental Agreement to the use or occupancy of any Mobilehome who is not the owner of the Mobilehome.

Sec. 4. Rent Stabilization.

(a) **Applicability**. This Chapter applies to all Mobilehome Park Spaces within [City/County] and to all Mobilehomes rented by a Tenant, except those exempted in subsection (b).

(b) **Exemptions**. The following are exempt from Section 4(c) (Annual General Adjustment) and Section 5 (Fair Return), but remain subject to all other provisions of this Chapter including Sections 8 (Harassment), 9 (Retaliation), 10 (Notice and Language), and 13 (Remedies):

(1) New Mobilehome Spaces exempt under Civil Code § 798.45 (Mobilehome Residency Law).

(2) Spaces that are not the Primary Residence of the Mobilehome Owner and are not rented to a Tenant, per Civil Code § 798.21.

(c) **Annual General Adjustment**. No later than [Month] 30th each year, the Commission shall announce the Annual General Adjustment effective [Month] 1. The Annual General Adjustment shall equal sixty percent (60%) of the CPI increase for the 12-month period ending [Month] of the current year, provided that in no event shall the adjustment exceed three percent (3%) or be less than zero (0%). Only one Annual General Adjustment may be imposed in any 12-month period for any Space or Mobilehome.

(e) **Notice of Increase**. Park Owners shall file a copy of every Rent Increase notice with the Commission before serving Residents. Notices shall specify the dollar and percentage amount, the calculation method, the affected Space, the effective date, and the Resident's right to petition for review. Notices shall be provided in all Threshold Languages.

(f) **Itemization of Combined Rent**. Where Space Rent and Mobilehome Rent are charged separately to the same Tenant, the Rental Agreement and every Rent Increase notice shall itemize the two components separately. The Annual General Adjustment applies once per 12-month period to the combined Rent, not separately to each component, and only one Rent Increase may be imposed in any 12-month period. Any unitemized amount shall be deemed Space Rent, and any Rent Increase notice that fails to itemize is invalid.

(d) **Rent Banking Waived**. A Park Owner who does not impose an annual rent increase or a portion thereof in any twelve-month period waives the right to bank or recover that increase for the remainder of the tenancy.

OR

(d) **Limited Rent Banking**. A Park Owner who does not impose the full Annual General Adjustment in any 12-month period may carry forward (bank) the unused portion subject to the following limits:

(1) Banked increases may be applied only in the next succeeding year; an unused increase is permanently waived if not applied within that period.

(2) In no event may any single increase, including a banked amount, exceed [five percent (5%)] of the then-current Rent.

(3) A Park Owner asserting a banked increase must identify the year banked and the amount in the rent-increase notice required by subsection (e).

(e) **Notice of Increase**. Park Owners must file a copy of all rent increase notices with the Commission before serving Residents. Notices must specify the dollar and percentage amount, calculation method, affected Space, and effective date, and advise of the right to petition for review. Notices must be in English and other threshold languages. For the purpose of this Ordinance, threshold language is any language spoken by at least 5% of Park residents.

Section 5. Fair Return And Individual Rent Adjustments.

(a) **Fair Return Standard**. It is presumed that the net operating income (NOI) produced during the Base Year provided a just and reasonable return. A Park Owner is entitled to Rents sufficient to maintain NOI equal to Base Year NOI adjusted by sixty percent (60%) of the cumulative CPI change since the Base Year (excluding the housing-cost component to avoid compounding). This Maintenance of Net Operating Income (MNOI)

method is the exclusive means of establishing a just and reasonable return under this Chapter. The Park Owner bears the burden of proving, by a preponderance of the evidence, the necessity of any Rent increase above the Annual General Adjustment.

(b) **Vega Adjustment to Base Year**. Consistent with *Vega v. City of West Hollywood* (1990) 223 Cal.App.3d 1342, a Park Owner may petition the Commission for a one-time adjustment to the Base Year if the Park Owner demonstrates, by a preponderance of the evidence, that net operating income in the Base Year was unusually low because it was established under peculiar or exceptional circumstances that did not recur in subsequent years and that were not within the Park Owner's control. Such circumstances include, but are not limited to,

- (1) A prolonged period during which the prior owner maintained rents substantially below prevailing market levels through personal preference, family arrangement, or other non-commercial considerations unrelated to the property's income-generating capacity.

No adjustment shall be granted where the Park Owner's inability to achieve a fair return results from ordinary market conditions, the purchase price paid for the property, financing decisions, or other circumstances within the Park Owner's control. An adjustment under this provision is not a general entitlement to market-rate rents and shall be available solely to correct a demonstrated anomaly in the Base Year data.

The Park Owner shall bear the burden of proving the existence of peculiar or exceptional circumstances, the specific amount of adjustment necessary to restore a fair return, and that the adjustment is limited to correcting the anomaly. All petitions under this paragraph shall be filed, heard, and resolved in accordance with the procedures and standards established in subsection (c).

Upon granting a Vega adjustment, the Commission shall establish a new Base Year reflecting a representative year of Park operations, and the MNOI formula shall apply prospectively from that new Base Year.

(b) **Maximum Reasonable Return**. For any Fair Return Application, the allowable NOI shall be capped such that the resulting Return on Investment (ROI) does not exceed 10% of the documented current investment in the park.

(c) **Park Owner Petition Procedure**. Notwithstanding the MNOI method in subsection (a), upon petition, the Commission may adjust rents downward or, in extraordinary circumstances, upward only to correct specific inequities or hardships not accounted for in the MNOI formula. Permissible grounds are limited to consideration of the following factors, as applicable:

- (1) Increases/decreases in property taxes not reflected in the MNOI calculation;
- (2) Unavoidable increases/decreases in maintenance and operating expenses;

- (3) Reductions or Improvements in Housing Services;
- (4) Substantial deterioration beyond normal wear;
- (5) Failure to provide adequate Housing Services;
- (6) Capital Improvements made by Park Owner. For this factor to be considered, the following is required to be submitted with the petition:
 - (i) A detailed project description;
 - (ii) Two independent bids from qualified contractors;
 - (iii) Evidence of necessity;
 - (iv) A project timeline;
 - (v) Proof that the project is not ordinary maintenance or deferred repair; and
 - (vi) A certification, under penalty of perjury, that Non-Recoverable Costs are NOT included in project costs or the requested increase.
- (7) Hardship to Special Circumstances Household. To prevent rent increases from displacing low-income Residents or Special Circumstances Households, Resident hardships shall be considered but balanced with the Park Owners' right to receive a fair return.

(d) **Resident Application for Adjustment.**

- (1) A Resident may file an application for rent adjustment to request refunds or rent decreases due to: (i) rent/fees in excess of permitted amounts; (ii) failure to maintain habitable premises; or (iii) decreases in Housing Services without corresponding rent reduction.
- (2) Limitations Period. Applications must be filed within 180 days from the date the Resident knew or reasonably should have known of the violation.
- (3) Pre-filing Requirements. Prior to filing, Residents must provide notice to the Park Owner identifying the violation and a reasonable opportunity to cure.
- (4) Notice. Within five calendar days after filing an application, the Resident shall provide written notice to the Park Owner via personal service or certified mail.
- (5) Consolidation. Applications from Residents in the same park may be consolidated at the Commission's election.
- (6) The Commission shall reduce rent for Service Reductions. The reduction percentage equals the percentage decrease in enjoyment. Residents are entitled to rebates calculated from the date of notice to the Park Owner (or date the Park Owner knew/should have known) multiplied by the monthly reduction, amortized over up to five years.

(e) **Hearing Procedure.**

- (1) A Hearing Officer appointed by the Commission shall conduct hearings.
- (2) The Officer may subpoena witnesses, require financial records, and order building inspections.
- (3) Hearings are open to the public. Parties may have non-attorney representatives.
- (4) Decisions require preponderance of evidence and include written findings.
- (5) Appeals may be taken to the Commission within 30 days; the Commission affirms, reverses, or modifies.
- (6) Decisions on Fair Return Applications shall be made within 120 days of a complete application (excluding mutually agreed delays or fee payment periods). If delayed, retroactive rent charges are permitted but must be amortized over five years to avoid hardship.
- (7) No hearing on a fair return increase petition shall proceed unless the Park Owner has registered each Mobilehome and is current on all registration fees and has provided written notice to the Resident in accordance with California Civil Code Section 798.30.

(f) **Successive Applications.**

- (1) A Park Owner may not apply for a rent increase within twelve (12) months of a decision which denied a prior application seeking substantially the same relief based on substantially the same operative facts if one of the following applies:
 - (i) The prior application was decided on the merits; or
 - (ii) The decision to deny the prior application is under judicial review.
- (2) No new application that meets the criteria of paragraph (1)(ii) shall be filed or accepted while the judicial proceeding remains pending, starting from initial filing with the court and ending with the entry of final judgment.
- (3) Notwithstanding subsections (1) and (2), a park owner may apply for a rent increase only if it is based upon a material change in circumstances arising after a final decision on the prior application. The applicant shall bear the burden of demonstrating a material change in circumstances.
- (4) For purposes of this Section:
 - (i) An application is not “decided on the merits” when a decision is based solely on procedural grounds, including but not limited to incompleteness, failure to pay required fees, lack of jurisdiction, untimeliness, withdrawal by the applicant, or other procedural defect.
 - (ii) “Final judgment” means a judgment of a court of competent jurisdiction that fully resolves the judicial proceeding and for which the time to seek further appellate or writ review has expired, or such review has been exhausted or waived.

(iii) “Material change in circumstances” means a substantial change affecting a park owner’s entitlement to a just and reasonable return under this Chapter. A material change may include, without limitation: (1) a significant increase in reasonable and necessary operating expenses; (2) a significant decrease in gross income; or (3) a significant change in applicable laws, regulations, or governmental requirements that directly increases costs or reduces lawful revenues. The change must not have been known or reasonably foreseeable at the time of the prior application and must have occurred within 12 months following the prior decision.

(g) **Conditions for Increase**. No upward adjustment shall be authorized if the Park Owner has: (1) failed to comply with Commission orders; (2) failed to maintain common facilities, utility services, or park infrastructure in good working order as required by California Civil Code Sections 798.15; (3) materially breached the Rental Agreement regarding maintenance of the Park; or is in violation of Section 7 of this Chapter.

(h) **Fair Return Calculation Exclusion**. Notwithstanding any other provision, Non-Recoverable Costs shall be excluded from Operating Expenses, gross income deductions, and Net Operating Income calculations in Fair Return proceedings.

(i) A Park Owner may not impose a change of material terms of a Resident’s tenancy, and additional fees or costs must be approved through a petition pursuant to this Chapter.

Section 6. Mobile Home Rent Review Commission.

(a) **Composition**. There shall be a [City/County] Mobile Home Rent Review Commission. The Commission shall consist of five appointed members, structured as follows:

(1) One member who is a Mobilehome Owner currently residing in a Mobilehome Park within [City/County];

(2) One member who is a Park Owner or property manager of a Mobilehome Park within [City/County];

(3) Three members who are residents of [City/County], none of whom are: Park Owners, property managers, real estate brokers, agents, or appraisers; attorneys who have represented Park Owners or Mobilehome Owners in real property matters within the past five years; or employees or immediate family members of any person described above;

(4) No person shall serve as a member who has, within the preceding five years: received compensation from a Park Owner or Park Owner association for consulting, lobbying, or expert testimony; or participated in litigation challenging rent stabilization or tenant protection ordinances.

(5) All nominees must submit an affidavit on a form prepared by the Commission, under penalty of perjury, disclosing whether they meet the above criteria. Knowingly false disclosure shall disqualify the nominee.

(b) **Appointment**. Members shall be appointed by the [City Council/County Board] in an open meeting. Terms shall be two (2) years, with a maximum of four (4) full terms (8 years total). The [Council/Board] shall appoint an initial Interim Commission within 90 days of this Chapter's effective date.

(c) **Powers and Duties**. The Commission shall:

- (1) Establish Base Rents and Annual General Adjustments;
- (2) Hear Fair Return Applications and Capital Improvement petitions;
- (3) Hear and determine Resident Applications for Adjustment;
- (4) Adopt regulations consistent with this Chapter;
- (5) Administer the Rental Fee;
- (6) Maintain a searchable database of all notices, rent increases, and proceedings;
- (7) Provide legal assistance referrals for low-income Residents;
- (8) Investigate retaliation and harassment complaints and issue Cease and Desist Orders;
- (9) Enforce language access requirements;
- (10) Report annually to the [City Council/Board of Supervisors] on housing stability metrics.

(d) **Quorum and Voting**. Three (3) Members constitute a quorum. The affirmative vote of three (3) Members is required for decisions. If voting on a rent increase application, and the Commission composition is unequal between Park Owners and Mobilehome Owners, a two-thirds vote (no less than four affirmative votes) is required.

(e) **Integrity and Autonomy**. The Commission shall be an integral part of [City/County] government but exercise powers independent from the [Council/Board, Manager, Attorney], except by request. The Commission shall appoint an Executive Director and legal counsel without approval from other City departments.

(f) **Budget and Personnel**. The Commission shall adopt an annual budget by [Month] 1, independent of [City Council/Board of Supervisors] oversight. The Commission shall hire a manager/director, a Hearing Officer, housing counselors, and legal staff. If there

are less than 500 Mobilehome Spaces in [City/County], any of these positions may be contracted with the exception of the director of the program or run by the rent board if such exists.

(g) **Conforming Regulations**. If any provision is invalidated, the Commission has authority to enact replacement regulations consistent with this Chapter's intent.

(h) **Rules and Regulations**. The Commission shall issue and follow such rules and regulations as will further the purposes of this Chapter. The Commission shall publicize its rules and regulations prior to promulgation on its website and any other appropriate medium. All rules and regulations, internal staff memoranda, and written correspondence explaining decisions, orders, and policies shall be kept in the Commission's office and made available online to the public.

(i) **Community Education**. The Commission shall publicize this Chapter so that all residents have the opportunity to become informed about their legal rights and duties. The Commission shall prepare a brochure fully describing the legal rights and duties of Park Owners and Residents. The brochure shall be available to the public and each Resident shall receive a copy from their Park Owner at the commencement of their tenancy and with each notice of rent increase. Information about the Ordinance shall be made available in all threshold languages. For the purpose of this Ordinance, threshold language is any language spoken by at least 5% of Park residents.

(j) **Meetings**. The Commission shall hold such regularly scheduled meetings as are necessary to ensure timely performance of its duties. All regular and special meetings shall be called and conducted in accordance with state law. There shall be minimally one (1) meeting per year.

(k) **Quorum**. Three (3) Members shall constitute a quorum.

(l) **Voting**. The affirmative vote of three (3) Members is required for a decision, including all motions, regulations, and orders.

(m) **Financing**. The Commission shall finance its reasonable and necessary expenses by charging Park Owners annual Rental Fees in amounts deemed reasonable by the Commission.

(n) **Rental Fee**. All Park Owners shall pay the business license fee required by [Municipal/County Code Section], unless the City Council removes the requirement, plus the Rental Fee. The City shall charge the Rental Fee at the same time as the business license fee. The Commission may collect the Fee if in its discretion it determines that it is more effective to have the Commission collect instead of the City. The amount will be determined by the City Council after a recommendation by the Commission.

(1) From the time that this Chapter goes into effect until the first Commission is appointed and determines the first fee amount, the amount shall be \$120 per Controlled

Space per year (\$10 per month) and \$84 per unit (\$7 per month) for Spaces covered only by harassment protections and not subject to rent stabilization.

(2) This fee shall become due within thirty (30) days of the inception of a new tenancy if no fee was paid the prior year. Ongoing tenancies shall have fees collected at the same time as the [City/County] business license fee each year.

(o) **Reporting and Fee Payment Requirements.**

(1) Within sixty (60) days after the adoption of this Chapter, all Park Owners shall be required to file a copy of all rental increase notices, change of terms of tenancy, and notices affecting tenancy with the Commission before serving the Resident. A proof of service with time and date shall be included.

(2) If the Commission determines that a Park Owner has willfully and knowingly failed to properly report or pay the Rental Fee, the Commission may authorize the Resident to withhold all or a portion of Rent until compliance. No Park Owner who has failed to properly report or pay the fee shall increase Rents for a Controlled Space until compliance.

(3) Failing to pay the fee or file a timely copy of a notice before filing any proceeding to recover possession or enforce payment is a complete defense to such proceeding. No Commission action is required for this defense to be alleged or litigated.

Section 7. Harassment Prohibited.

(a) **Definition.** No Park Owner, manager, agent, or employee shall engage in any form of harassment as defined in this Chapter, whether directly or indirectly, in bad faith. For purposes of this section, “bad faith” means willful, reckless, or grossly negligent conduct in disregard for legal requirements or in a manner indifferent to the rights of or impact on Residents. The scope and effect of the conduct will be taken into account in determining whether the conduct is in bad faith. The City may enact regulations to further guide the determination that conduct is in bad faith.

(1) **Reduction or Interruption of Services.** Interrupting or threatening to interrupt utilities, trash collection, common areas, or amenities, unless necessary for health/safety repairs with required notice. This includes curtailing any utility services by any means whatsoever, including, but not limited to, the cutting or removal of wires, removal of fuses, switching of breakers, and non-payment of bills for utilities that are part of the housing services.

(2) **Abuse of Access.** Entering the Mobilehome Space without proper written notice or legal authority or conducting legally noticed entries unreasonably frequently or at unreasonable times. This includes, where relevant:

(i) Abuse of the right of access into a Mobilehome rented by the Park Owner to a Tenant as established and limited by California Civil Code Section 1954 or successor statute, including the following:

(ii) Failing to provide the approximate time of entry to a Tenant or providing a time window that is excessive relative to the amount of time for which the Park Owner requires access.

(iii) Entering or photographing portions of a Mobilehome that are beyond the scope of a lawful entry or inspection, including exceeding the scope of a notice provided per California Civil Code Section 1954.

(iv) Entering an excessive number of times.

(3) Misrepresentation. Knowingly providing false information about tenancy law, Park closure intention, Rent owed, or Resident rights.

(4) Interference with Sale. Unreasonably delaying or refusing to approve a buyer in violation of Civil Code Section 798.71.

(5) Failure to Maintain. Willfully failing to maintain infrastructure, utilities, or common areas in a manner that causes or threatens harm to health or safety.

(6) Unlawful Demands. Demanding payment in excess of lawful rent or requiring waiver of protections.

(7) Retaliation. Any adverse action within 180 days of a resident asserting rights under this Chapter.

(8) Remove or threaten to remove from the Mobilehome or Space, personal property, furnishings, or other items that belong to the Resident or that are part of the Housing Services without the prior written consent of the Resident, except when done pursuant to the procedures set forth in California Civil Code Section 1980 et seq., or successor statute.

(9) Influence or attempt to influence a Resident to vacate a Mobilehome through fraud, intimidation, or coercion. This includes threatening to report a Resident or other person known to the Park Owner to be associated with the Resident to any local, state, or federal agency based on their perceived or actual immigration status, threatening to remove or seize a Mobilehome, or report the Resident to law enforcement.

(10) Offer payments to a Resident to vacate more than once in six (6) months, after the Resident has notified the Park Owner the Resident does not desire to receive further offers of payments to vacate.

(11) Attempt to coerce a Resident to vacate with offer(s) of payments to vacate that are accompanied with threats or intimidation.

- (12) Threaten the Resident, or their guests, by word or gesture, with physical harm.
- (13) Interfere with a Resident's right to quiet use and enjoyment of a Mobilehome and Space.
- (14) Refuse to accept or acknowledge receipt of a Resident's lawful rent payment or rental assistance payment. This shall include a refusal to accept rent paid on behalf of the Resident from a third party, or to timely provide a W-9 form or other necessary documentation for the Resident to receive rental assistance from a government agency, non-profit organization, or other third party.
- (15) Refuse to cash a rent check or money order for more than thirty (30) days.
- (16) Interfere with a Resident's right to privacy. This includes, but is not limited to, the following:
- (a) Recording video or audio that captures the interior of a Mobilehome.
 - (b) Unreasonable inquiry into a Resident's relationship status or criminal history.
 - (c) Unreasonable restrictions on or inquiry into guests. Unreasonable restrictions on guests include, but are not limited to, prohibiting a Resident from hosting overnight guests and charging a Resident a fee for hosting overnight guests.
- (17) Request information that violates a Resident's right to privacy. This includes, but is not limited to, requesting information regarding the residency status, citizenship status, or social security number of any Resident or member of the Resident's family or household member, occupant, or guest of any Resident, except as required by law or, in the case of a social security number, for the purpose of obtaining information for the qualifications for a tenancy prior to the inception of a tenancy, or releasing such information except as required or authorized by law. This includes a refusal to accept equivalent alternatives to information or documentation that does not concern immigration or citizenship status, e.g., an Individual Taxpayer Identification Number (ITIN). This subsection 8.05.140(A)(14) applies to a prospective Resident as well as to a current Resident.
- (18) Misrepresent to a Resident that they are required to vacate a Mobilehome or Space or otherwise entice a Resident to vacate a Mobilehome or Space through misrepresentations or concealment of material facts.
- (19) Unilaterally impose or require an existing Resident to agree to new material terms of tenancy or to a new rental agreement, unless either:
- (a) The change in the terms of tenancy is authorized by the Mobilehome Residency Law, California Civil Code Sections 798.15, 798.56, or 798.57, or successor statutes; is required by federal, state, or local law or regulatory agreement with a government

agency; or is approved by the Commission as necessary to protect public health, safety, or welfare; or

(b) The change in the terms of the tenancy was accepted in writing by the Resident after receipt of written notice from the Park Owner that the Resident need not accept such new terms as part of the rental agreement. All changes in the terms of tenancy must additionally comply with the provisions of this chapter and any accompanying regulations.

(20) Commit elder financial abuse, as defined by California Welfare and Institutions Code 15610.30 et seq., of a Resident.

(21) Fail to provide housing services to a Resident that are customarily provided to other Residents in the Park who pay a different rent amount or use a different source of income to pay rent.

(22) Release information protected by the Resident's right to privacy except as required or authorized by law.

(23) Conduct elective renovation of or construction work on or around a Mobilehome Space or rented Mobilhome for the purpose of harassing a Resident.

(24) Provide false written or verbal information regarding any federal, state, county, or local Resident protections, including mischaracterizing the nature or effect of a notice to quit or other eviction notice. False information includes, without limitation, requesting or demanding a Resident:

(a) Sign a new rental agreement not in the Resident's primary language if:

(i) Rental agreement negotiations were conducted in the Resident's primary language;

(ii) The existing rental agreement is in the Resident's primary language; or

(iii) The Park Owner is otherwise aware that the new rental agreement is not in the Resident's primary language.

(b) Enter into a rent repayment plan if the Park Owner states, misrepresents, suggests, or implies, that the Resident should or must do so to take advantage of Resident protection laws that do not in fact require such plans.

(25) Communicate with the Resident in a language other than the Resident's primary language for the purpose of intimidating, confusing, deceiving, or annoying the Resident.

(26) Interfere with the right of Residents to engage in Organizing Activities.

(27) Engage any Resident in any form of human trafficking as defined by California Penal Code Section 236.1, as a condition of that Resident's continued occupancy of a Mobilehome or Mobilehome Space.

(28) Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, peace, or quiet of any person lawfully entitled to occupancy of such Mobilehome or Mobilehome Space and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a Mobilehome or Mobilehome Space to vacate such rental unit or to surrender or waive any rights in relation to such occupancy.

(29) Otherwise discriminate against any Resident on the basis of race, gender, religion, disability, etc.

The [City/County] may, by regulation, augment but not eliminate, reduce or weaken this list.

(b) **Presumption of Bad Faith**. The Commission shall prioritize investigation of parks where mass notices or threats coincide with litigation challenging this Ordinance or seeking rent increases, treating such patterns as prima facie evidence of bad faith harassment.

(c) **Defense to Unlawful Detainer**. A Resident may use the protections afforded in this article as an affirmative defense in an unlawful detainer, ejectment, and other actions, regardless of the factual allegations in the eviction notice, when their Park Owner engages in actions constituting harassment as defined in this article and other applicable laws.

(d) **Remedies**. A Resident that experiences harassment by a Park Owner may pursue any of the remedies identified in Section 12.

Section 8. Retaliation Prohibited.

(a) **General Prohibition**. No Park Owner shall take any adverse action against a Resident for asserting rights under this Chapter, participating in a Resident Organization, or filing a complaint.

(b) **Presumption**. Any adverse action within 180 days of protected activity shall be presumed retaliatory.

Section 9. Notice of Rights and Language Justice.

(a) **Purpose**. To ensure all Mobilehome residents have meaningful access to rights and procedures under this Chapter.

(b) **Mandatory Notices to Tenants**. Park Owners must provide to each Resident, prior to, or at the time of agreeing to rent or lease a Controlled Space, a notice of Resident rights under this Ordinance. The [City/County] shall publish a form notice of Resident rights under the Ordinance in English, Spanish, Chinese (Simplified and Traditional), and any other language spoken by at least 5% of [City/County] residents. Landlords must provide the form notice in the following circumstances:

(1) When entering into a Rental Agreement, by including a copy of the form notice as an exhibit or attachment to the written Rental Agreement;

(2) When renewing a Rental Agreement;

(3) When providing notice of a Rent increase or decrease in a Controlled Space; or

(4) Within thirty (30) days of the effective date of this Ordinance.

(b) **Translation Requirements**. All notices, materials, and forms required under this Chapter—including rent increases, termination notices, hardship applications, and harassment protections—shall be translated into English, Spanish, Chinese (Simplified and Traditional), and any other language spoken by at least 5% of Mobilehome park residents.

(c) **Interpretation Services**. Interpretation must be available at no cost to residents for hearings, which shall be covered by the [City/County].

(d) **Enforcement**. Failure to serve required notices in a resident's primary language renders the notice void and may be raised as an affirmative defense.

Section 10. Rights Of Prospective Mobilehome Owners.

(a) **Pre-Application Disclosure**. Prior to accepting an application or deposit, the Park Owner must provide a written disclosure packet including: current rent and any approved temporary increases or pending adjustments; complete list of all recurring fees and utility charges; written residency criteria (credit, income, background checks); a copy of this Chapter and a plain-language summary in threshold languages; and a copy of the proposed rental agreement. For the purpose of this Ordinance, threshold language is any language spoken by at least 5% of Park residents.

(b) **72-Hour Cancellation**. A prospective Mobilehome Owner may cancel a rental agreement within 72 hours of execution without penalty.

(c) **Escrow Transparency**. Prior to closing on a Mobilehome sale, the Park Owner must confirm in writing the final rent, tenancy type, and site-specific disclosures (e.g., proximity to railways, flood zones), acknowledged by the buyer at least 5 business days before closing.

(d) **Timely Review**. Park Owners must approve or deny residency applications within 5 business days; failure constitutes a constructive denial appealable to the Commission.

Section 11. Annual Registration And Enforcement.

(a) **Registration Required**. By [date] annually, Park Owners must file a registration statement in both analyzable digital format and certified hard copy, including: ownership information and percentage interests; itemized rent schedule for every Space; complete

list of all fees and charges; list of all Space mailing addresses; identification of any claimed exemptions; and certification under penalty of perjury.

(b) **Public Access**. Summaries shall be posted to the [City/County] website within 30 days of filing.

(c) **Penalties**. Failure to register subjects the Park Owner to administrative penalties of up to \$500 per day, suspension of the right to impose rent increases or pass-throughs until compliance, and potential civil enforcement by the City Attorney.

(d) **Notice of Sale or Transfer**. Upon sale or transfer of a Mobilehome Park, the seller must provide written notice to the Commission and all Mobilehome Owners within 30 days. The buyer must file a new registration within 10 days. Failure subjects seller and buyer to civil penalties up to \$1,000 per day until compliance, and suspension of rent increases for 12 months.

Sec. 12. Remedies

(a) **Civil**. Any aggrieved Resident, or the City, may enforce the provisions of this chapter by means of a civil action.

(b) **Injunctive and Equitable Relief**. Any person who commits an act or engages in any pattern and practice that violates this chapter or its implementing regulations may be enjoined therefrom by a court of competent jurisdiction. A court may issue other equitable relief as may be necessary to prevent the use or employment by any person of any practice which violates this ordinance or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired through practices that violate this ordinance. An action for injunction under this subsection 8.05.190(B) may be brought by an aggrieved Resident, by the city attorney, or by any person or entity who will fairly or adequately represent the interests of the protected class.

(c) **Damages**.

(1) **Eviction Protection Damages**. Any attempt to recover possession of a rental unit or obtain possession of a rental unit in violation of this chapter shall render a Park Owner liable to the Resident in a civil action for damages of not less than three (3) times actual damages, including damages for mental anguish and emotional distress. Damages for mental anguish and emotional distress shall be trebled if the Park Owner acted in knowing violation or reckless disregard of this chapter.

(2) **Damages for Excess Rent**. Any Park Owner who demands, accepts, receives, or retains any payment of rent in excess of the maximum allowable rent, in violation of the provisions of this chapter or any rule, regulation or order hereunder promulgated, including the provisions ensuring compliance with habitability standards and rental housing registration fee requirements, shall be liable in a

civil action to the Resident from whom such payments are demanded, accepted, received or retained, for damages of not less than three (3) times actual damages, in the amount by which the payment or payments demanded, accepted, received or retained exceed the maximum allowable rent. If the Park Owner's violation under this subsection 8.05.190(C)(3) was willful, the Park Owner shall be liable for three (3) times actual damages.

(3) Harassment Damages. Any person who violates, or aids or incites another person to violate, the provisions of this Chapter shall be liable in a civil action for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved Resident (including damages for mental or emotional distress), or for the minimum damages in the sum of \$1,000.00, whichever is greater, and whatever other relief the court deems appropriate. In the case of an award for damages for mental or emotional distress, the award shall be trebled only if the trier of fact finds that the Park Owner acted in knowing violation of or reckless disregard of this chapter. Moreover, any person who violates, or aids or incites another person to violate, this chapter shall be liable for an additional civil penalty of up to \$5,000.00 for each offense committed against a person who is disabled or aged 62 or over. The court may also award punitive damages to any plaintiff, including the [City/County], in a proper case as defined by California Civil Code Section 3294 or successor statute.

(d) Attorney's Fees and Costs.

(1) Action by City Attorney. In any civil proceeding brought by the city attorney pursuant to this section 8.05.190, the City may, at the initiation of the proceeding, seek an award of attorney's fees. If the City seeks an award of attorney's fees, the award shall be made to the prevailing party. Court costs may be awarded to a prevailing party pursuant to state law.

(2) Action by Resident. In any civil action brought pursuant to this section, the prevailing Resident is entitled to recover the Resident's court costs and reasonable attorney's fees. A defendant Park Owner may recover reasonable attorney's fees if the complaint brought by the Resident was found by a court of competent jurisdiction to be devoid of merit and brought in bad faith.

(3) Costs of Investigation. In the event the city attorney brings a civil action, or proceeding pursuant to this chapter, the city attorney may recover its costs of investigation.

(e) No Exhaustion Requirement. No Resident shall be required to exhaust any administrative remedies before utilizing a private right of action in this section.

(f) Nonexclusive Remedies and Penalties. The remedies provided in this section are not exclusive and are not intended to be exclusive of each other or to any other existing legal remedies. The remedies of this chapter may be used cumulatively with any other remedy available at law or equity.

(g) No Cause of Action Against [City/County]. To the maximum extent permitted by law, nothing in this Chapter creates a cause of action against the [City/County], or a basis for seeking attorney's fees against the City, arising from alleged violation of this Chapter or the City's prosecution or alleged failure to prosecute any such violation.

(h) Statute of Limitations. The statute of limitations for an action shall be three (3) years. All remedies under this chapter are available for the entire three-year statutory period.

Sec. 13. Non-waiverability.

Any provision, whether oral or written, whereby any provision of this [Article/Chapter] for the benefit of the Resident is waived, shall be deemed to be against public policy and shall be void.

Sec. 14. Judicial Review.

A Park owner or Resident aggrieved by any action or decision of the Commission may seek judicial review by appealing to the appropriate court within the jurisdiction. No action or decision by the Commission shall go into effect until thirty (30) days have expired to allow for such appeal.

Section 15. Severability.

If any provision of this Chapter or application thereof is held invalid, such invalidity shall not affect other provisions or applications. If the composition requirements of Section 8 are held invalid, the Commission shall nevertheless function with the maximum number of qualified members permitted by law, and the remaining provisions of this Chapter shall continue in full force and effect. This Chapter shall be liberally construed to achieve its purposes and preserve its validity.

Section 16. Effective Date.

This Ordinance shall be effective if approved by majority vote of the [City Council/Board of Supervisors] and shall go into effect thirty (30) days after its passage.