

CITY OF SONOMA

ORDINANCE NO. 02 - 2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONOMA  
AMENDING CHAPTER 9.80 OF THE CITY OF SONOMA MUNICIPAL CODE  
REGARDING THE PROTECTION OF RENTS FOR SPACES IN MOBILEHOME PARKS

The City Council of the City of Sonoma does ordain as follows:

Section 1:

Chapter 9.80 of the City of Sonoma Municipal Code is amended to read as follows:

**Chapter 9.80**

**MOBILEHOME PARK SPACE RENT PROTECTION\***

Sections:

- 9.80.010 Findings and purpose.
- 9.80.020 Definitions .
- 9.80.030 Applicability of Chapter.
- 9.80.035 Exemptions from this Chapter.
- 9.80.040 Base rent.
- 9.80.045 Automatic annual rental increases.
- 9.80.050 Allowable rent following expiration of an exempt lease.
- 9.80.060 Full and partial vacancy decontrol – establishment of new base rent.
- 9.80.070 Fair return standard.
- 9.80.075 Legal Expenses and Settlement Proposals.
- 9.80.080 Procedures for review of air return petitions.
- 9.80.090 Pre-approved temporary rental increases for specified capital improvements.
- 9.80.100 Rent reductions for service reductions.
- 9.80.110 Waivers.
- 9.80.120 Information to be supplied by the park owner to tenant – homeowners and prospective tenant – homeowner.
- 9.80.125 Information to be provided by the city to the public.
- 9.80.130 Designated Tenant – Homeowners’ Representatives.
- 9.80.140 Rights of prospective tenant – homeowners.
- 9.80.150 Annual registration and other notices required from owner.
- 9.80.160 Retaliation prohibited.
- 9.80.170 Excessive Rents or Demands Therefor.
- 9.80.175 Permissible reasons for terminating or refusing to renew a tenancy.
- 9.80.180 Refusal of tenant to pay illegal rent.
- 9.80.190 Remedies.
- 9.80.200 Administration Fees.
- 9.80.210 Late payment – Fee.
- 9.80.220 City Manager Authorized to Promulgate Rules and Regulations.

\*Prior legislation: Ords. 92-19 and 92-23.

**9.80.010 Findings and purpose.**

The city council has recognized and finds that:

A. The state of California has recognized, by the adoption of special legislation regulating tenancies of mobilehome owners in mobilehome parks, that there is a significant distinction between tenants of mobilehome parks and other dwelling units, and the council likewise has recognized that tenants of 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 the concurrent ability to find another location, and, 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. As a result of the absence of vacant spaces and park restrictions on accepting mobilehomes that are not new, it is virtually impossible for mobilehome owners to move their mobilehomes from one park to another park within the city.

B. The city council finds and declares that the existing mobilehome parks in the city are the only lands designated for mobilehome parks by the 1985-2005 Sonoma General Plan and no new sites for mobilehome parks are anticipated; that the average value of a mobilehome (\$47,527) is less than 20 percent of the average value of a home in Sonoma, making mobilehomes an important source of affordable housing for the community; that 30 percent of the households below the poverty level in the city are aged 65 and over; that the median age of mobilehome park residents is 76 years; that 54 percent of mobilehome residents are single-person households, most (64 percent) headed by females; and that based on five years of experience in administering a very low-income senior rental development and reviewing the applications of prospective tenants, the incomes of the predominant residents of mobilehomes (i.e., senior citizens) is likely to fall into the very low (50 percent or less of the county median income) category (a gross annual income of \$15,350 or less) as determined by the U.S. Government Department of Housing and Urban Development.

C. Studies and hearings have shown that there is presently within the city and surrounding areas a shortage of spaces for the location of mobilehomes, resulting in a low vacancy rate. Space rent increases at the time of sale or other transfer of a mobilehome within a park have been shown to be as great as a 50 percent increase over the pre-transfer rent. In some mobilehome parks, rent increases in the past decade have been substantially in excess of the increases in the Consumer Price Index.

D. Rapidly rising and large incremental increases in space rent have resulted in an atypical market depression in the resale value of mobilehomes within the city.

E. Because of the shortage and potential for rapidly rising rates, regulation is necessary to assure that economic hardship to a substantial number of mobilehome park tenants in the city, many of whom are senior citizens on low fixed incomes, does not occur.

F. Pursuant to studies and hearings conducted by the city council and city staff, the city council has determined it necessary and in the public interest to establish a mechanism to assist in the resolution of disputes that may arise from time to time between tenants and management of mobilehome parks regarding the rates charged for the rental or lease of space.

G. Therefore, the city council does accordingly find and declare that it is necessary to establish a means to provide protection to mobilehome park tenants from unreasonable rent increases, while at the same time recognizing the need of mobilehome park management to receive a fair return and to receive rent increases sufficient to cover increased cost of repairs, maintenance, service, insurance, upkeep, and other amenities.

H. The city council further finds and declares that the adoption of this chapter will not have a significant, substantial or adverse effect on the physical environment of the community because enactment of this chapter involves no deviation from the general plan and no change in the present use of any property within the city. (Ord. 98-6 § 1, 1998).

#### **9.80.020 Definitions.**

For the purposes of this chapter, the following words, terms and phrases shall be defined as follows:

A. "Capital improvement" means the installation of new improvements and facilities and the replacement of existing improvements and facilities which consist of more than ordinary maintenance and/or repairs. There are two distinct types of capital improvements: necessary capital improvements and upgrade capital improvements. The city council

or the city manager shall from time to time adopt regulations establishing criteria to be used to differentiate between capital improvements and ordinary maintenance and/or repairs.

1. Necessary Capital Improvement. A necessary capital improvement shall be a capital improvement required to maintain the common facilities and areas of the park in a decent, safe and sanitary condition or maintain the existing level of park amenities and services.

2. Upgrade Capital Improvement. An upgrade capital improvement is an expenditure for capital improvements to add facilities or increase amenities or services.

B. "City manager" shall include the city manager or a person designated by the city manager to perform the functions required by this chapter.

C. "Consumer Price Index" and "CPI" means the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose area published by the U.S. Bureau of Labor Statistics.

D. "In-place transfer" means the transfer of the ownership of a mobile home with the mobile home remaining on the mobile home space following the transfer.

E. "Landlord" means a mobile home park owner, mobile home owner, lessor or sublessor who receives or is entitled to receive rent for the use and occupancy of any rental unit or portion thereof, and the agent, representative or successor of any of the foregoing.

F. "Mobile home" means a structure designed for human habitation and for being moved on a street or highway under permit pursuant to Section 36790 of the Vehicle Code as defined or the definition as amended from time to time in Section 798 of the California Civil Code.

G. "Mobile home park" and "park" mean any area of land within the city where five or more mobile home spaces are rented, or held out for rent, to accommodate mobile homes used for human habitation.

H. "Mobile home space" means the 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.

I. "Owner" means the owner or operator of a mobilehome park or an agent or representative authorized to act on said owner's or operator's behalf in connection with the maintenance or operation of such park. "Owner" and "owner of a mobilehome park" shall also mean any owner, lessor or sublessor of a mobilehome park in the city who receives or is entitled to receive rents for the use or occupancy of any mobilehome space thereof, and the representative, agent or successor of such owner, lessor or sublessor, and who reports to the Internal Revenue Service any income received or loss of income resulting from such ownership or claims any expenses, credits or deductions because of such ownership.

J. "Rehabilitation work" means any renovation or repair work completed on or in a mobilehome park which was performed in order to comply with the direction or order of a public agency, or to repair damage resulting from fire, earthquake, or other casualty.

K. "Rent" means any 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 rental unit or in connection with the assignment of a lease or in connection with subleasing of the rental unit.

"Rent" shall not include:

1. Utility charges for charges for sub-metered gas and electricity.
2. Charges for water, refuse disposal, sewer service, and/or other services which are either provided and charged to mobile home residents solely on a cost pass-through basis and/or are regulated by state or local law.

3. Any amount paid for the use and occupancy of a mobile home unit (as opposed to amounts paid for the use and occupancy of a mobile home space).
4. Charges for laundry services.
5. Storage charges.

L. "Rent increase" means any rent demanded of or paid by a tenant - homeowner or tenant in excess of rent paid for the rental unit immediately prior to such demand or payment. Rent increase includes any reduction in the services provided to a tenant or transfer or assignment of the obligation to pay the cost of the service from the landlord to a third party without a corresponding reduction in the moneys demanded for or paid as rent.

M. "Rent stabilization administration fee" means the fee established from time to time by resolution of the city council in accordance with the provisions of Article II of this chapter.

N. "Rental agreement" means a written agreement between a landlord and a tenant - homeowner or mobile home tenant for the use and occupancy of a rental unit to the exclusion of others.

O. "Rental unit" means a mobile home or mobile home space, located in a mobile home park in the City of Sonoma, which is offered or available for rent. Rental unit includes the land, with or without a mobile home, and appurtenant buildings thereto and all housing services, privileges and facilities supplied in connection with the use or occupancy of the mobile home or mobile home space.

P. "Service reduction" means a decrease or diminution in the basic service level provided by the park occurring at any time since January 1, 1992 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.
2. The Mobile Home Residency Law, California Civil Code Section 798 et seq.
3. The Mobile Home Parks Act, California Health and Safety Code Section 18200 et seq.
4. The landlord's implied warranty of habitability.
5. An express or implied agreement between the landlord and the resident.

Q. "Tenancy" means the right of a tenant to use or occupy a mobile home park space.

R. "Tenant" or "tenant-homeowner" means a person who has a tenancy in a mobile home park or who has purchased or is in the process of purchasing or otherwise acquiring a mobile home that will remain at a particular mobile home park.

#### **9.80.030 Applicability of chapter.**

This chapter shall be applicable to all mobile home park spaces within the City of Sonoma except as provided in Section 9.80.035 of this chapter.

#### **9.80 .035 Exemptions from this chapter.**

A. Exemptions Provided by State Law. As of May 2016, the following exemptions from local rent regulations are provided by state law:

1. Spaces that are subject to a lease which exempts that space from rent regulation pursuant to the

California Mobilehome Residency Law, California Civil Code Section 798 et seq.

2. New mobile home park spaces which are exempted pursuant to Civil Code Section 798.45.

3. Spaces which are not the principal residence of the tenant - homeowner, which are exempt pursuant to Civil Code Section 798.21.

The purpose of this subsection is to provide information about exemptions based on state law which preempts local law, rather than to provide any basis for an exemption based on this section.

B. Units Owned or Operated by Government Agencies. This chapter shall not apply to mobile homes or mobile home parks owned or operated by any governmental agency or any rental unit whose rent is subsidized pursuant to a public program that limits the rent that can be charged for the mobile home.

C. Mobile Home Parks with Less Than Five Spaces. This chapter shall not be applicable to spaces in mobile home parks with less than five spaces.

#### **9.80.040 Base rent.**

Except as provided in this chapter, an owner shall not demand, accept, or retain rent for a mobilehome space exceeding the rent in effect for said space on January 1, 1992. If a previously rented mobilehome space was not rented on January 1, 1992, the owner shall not demand, accept, or retain rent for said space exceeding the rent in effect during the last month the space was rented prior to January 1, 1992. If a mobilehome space is rented for the first time after January 1, 1992, the owner shall not demand, accept, or retain rent for said spaces exceeding the rent first charged for the space. Unless provided otherwise, the "base year" means the calendar year 1992.

#### **9.80.045 Automatic annual rental increases.**

A. Once every 12 months, an owner shall be permitted an automatic rental increase for each space in a percentage amount equal to 80 percent of the percent change in the Consumer Price Index (CPI) between the CPI index in effect in the month the increase is calculated and that published 12 months prior, so that if the CPI in effect at the time of the calculation is the December index, the calculation will be based on the current December index and that published in the prior December; in no instance shall the rental increase permitted pursuant to this section result in a rental increase of greater than five percent per 12-month period over that in effect prior to the rental increase permitted pursuant to this section.

B. Notice of Allowable Annual Rent Increase.

1. Notice by City Manager. The allowable annual rent increase shall be annually calculated by the city manager and posted by February 15th of each year in City Hall and on the city's website, and on a notice board in each mobile home park and shall be mailed to each park owner and to the mobile home owner representative in each park.

2. Notice in Mobile Home Parks. A copy of the clerk's notice shall be posted in a prominent place by each park owner in each mobile home park within three work days after it is received by the park owner.

C. No Decrease if CPI Decreases. In the event that the CPI decreases, no rent decrease shall be required pursuant to this section. In the event that the CPI decreases by more than two percent in any year, said decrease shall be subtracted from the following annual increase(s) allowable pursuant to this section; provided, however, that in the event the following annual increase is less than two percent, no rent decrease shall be required.

D. Banking of Allowable Annual Increases. Increases authorized pursuant to this section may be implemented by the landlord at any future time, subject to the precondition that by January 30th of each year the park owner notify the mobile home owner of each increase allowed pursuant to this section which has not been implemented and notification that the banked increase may be added to the rent at a future date.

E. Compliance with State Law. Rent increases permitted pursuant to this section shall not be effective and shall not be demanded, accepted, or retained until the landlord has given the notice required by state law.

**9.80.050 Allowable rent following the expiration of an exempt lease.**

In the event a mobilehome space was previously exempt under a lease pursuant to California Civil Code Section 798.17 but that lease has expired or expires, the base space rent, for purposes of calculating the annual adjustment pursuant to section 9.80.045, shall be the rent in effect under the lease as of the date of expiration of the lease; provided, that mobilehome space rents can be verified by information required on, and/or documentation submitted with, the annual registration application.

**9.80.060 Full and partial vacancy decontrol – Establishment of new base rent.**

A. A mobilehome park owner shall be permitted to charge a new base rent for a mobilehome space whenever an in-place transfer or lawful space vacancy occurs.

B. For purposes of this chapter, a lawful space vacancy is defined as follows:

1. A vacancy occurring because of the termination of the tenancy of the affected mobilehome tenant in accordance with the Mobilehome Residency Law, California Civil Code Sections 798.55 through 798.60, as amended, excepting Section 798.59; or

2. A vacancy of the mobilehome space arising from the voluntary removal of a mobilehome from the mobilehome space by the affected mobilehome tenant. A removal of the mobilehome from the space for the purpose of performing rehabilitation or capital improvements to the space or for the purpose of upgrading the mobilehome shall not constitute a voluntary removal of the mobilehome.

C. For purposes of this chapter, an in-place transfer includes the situation where a mobilehome space occupancy changes as a result of the voluntary sale of the mobilehome and the voluntary termination of the mobilehome tenancy by the seller of the mobilehome.

D. When a new base rent is established following the vacancy of a mobilehome space pursuant to this section, the park owner shall give written notice to the new affected mobilehome tenant of the 12-month anniversary date for rental increases allowed in this section, and shall give written notice to such affected tenant that the space rent may be subject to stabilized rent increases pursuant to the provisions of this chapter.

E. No rental increase made pursuant to this section resulting from an in-place transfer shall be greater than 5 percent of the rent in effect prior to the increase unless the resulting rent is less than \$350.00 per month, in which case the rent may be increased to \$350.00 per month except that if the monthly rent in effect prior to vacancy is less than \$300.00, the maximum increase in rent shall be \$50.00 per month. No more than one rental increase per space shall be made under this section in any 12-month period. The \$350.00 minimum rent established in this section shall be adjusted annually on the anniversary date of the effective date of the ordinance codified in this chapter which change shall equal a percentage equal to 80 percent of the change in the CPI between the date of the prior change in the minimum rent (or the effective date of the ordinance codified in this chapter as the case may be) and the date of the annual adjustment.

**9.80.070 Fair return standard.**

A. Presumption of Fair Base Year Net Operating Income. It shall be presumed that the net operating income received by the landlord in the base year provided the park owner with a fair return.

B. Fair Return. A park owner has the right to obtain a rental increase to maintain net operating income ("MNOI") equal to the base year net operating income adjusted by one hundred percent of the percentage increase in the CPI since the baseyear. It shall be presumed this standard provides a fair return. Nothing in this chapter shall preclude the city manager or hearing officer from granting an increase that is necessary in order to meet constitutional fair return

requirements. The base year CPI shall be the annual average CPI for 1992. The current year CPI shall be the annual average CPI for the calendar year which is used as the current year in the petition described in section 9.80.080.

C. Current Year. The current year shall be the calendar year that precedes the year in which the said petition is filed.

D. Adjustment of Base Year Net Operating Income. The park owner or tenant - homeowners may make an application to rebut the presumption that the base year net operating income provided the owner with a fair return and the city manager may approve said application if s/he is able to make one of the following findings in subsection (1) or (2) below, based upon substantial evidence in the record:-

1. Exceptional Expenses in the Base Year. The park owner's operating expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating operating expenses so the base year operating expenses reflect average expenses for the park over a reasonable period of time. The following factors shall be considered in making such a finding:

- a. Extraordinary amounts were expended for necessary maintenance and repairs.
- b. Maintenance and repair were below accepted standards so as to cause significant deterioration in the quality of services provided.
- c. Other expenses were unreasonably high or low notwithstanding the application of prudent business practices.

2. Exceptional Circumstances in the Base Year. The gross income during the base year was disproportionately low due to exceptional circumstances. The following factors shall be considered in making such a finding:

- a. If the gross income during the base year was lower than it might have been because some tenants were charged reduced rent.
- b. If the gross income during the base year was significantly lower than normal because of the destruction of the park and/or temporary eviction for construction or repairs.
- c. The pattern of rent increases in the years prior to the base year and whether those increases reflected increases in the CPI.
- d. Base period rents were disproportionately low in comparison to the base period rents of other comparable parks in the city.
- e. Other exceptional circumstances, excluding any comparisons of base period rents to rents of other comparable parks located outside of the City or to market rents which are determined by comparisons of rents from comparable parks located outside of the City.

E. Calculation of Net Operating Income.

1. Net Operating Income. Net operating income shall be calculated by subtracting operating expenses from gross rental income.

2. Gross Rental Income.

- a. Gross rental income shall include:
  - i. Gross rents calculated as gross rental income at one hundred percent occupancy,

adjusted for uncollected rents due to vacancy and bad debts to the extent such vacancies or bad debt are beyond the control of the landlord. Uncollected space rents in excess of three percent of gross space rent shall be presumed to be unreasonable unless established otherwise and shall not be included in computing gross income.

ii. All other income or consideration received or receivable in connection with the use or occupancy of the rental unit, except as provided in subsection (E)(2)(b) of this section.

b. Gross rental income shall not include:

i. Utility charges for sub-metered gas and electricity.

ii. Charges for water, refuse disposal, sewer service, and/or other services which are either provided and charged to tenants solely on a cost pass-through basis and/or are regulated by state or local law.

iii. Any amount paid for the use and occupancy of a mobile home unit (as opposed to amounts paid for the use and occupancy of a mobile home space).

iv. Charges for laundry services.

v. Storage charges.

3. Operating Expenses.

a. Included in Operating Expenses. Operating expenses shall include the following:

i. Reasonable costs of operation and maintenance.

ii. Management Expenses. It shall be presumed that management expenses have increased by the percentage increase in rents or the CPI, whichever is greater, between the base year and the current year unless the level of management services has either increased or decreased significantly between the base year and the current year.

iii. Utility Costs. Utility costs except where the consideration of the income associated with the provision of the utility service is regulated by state law and consideration of the costs associated with the provision of the utility service is preempted by state law.

iv. Real Property Taxes. Property taxes are an allowable expense, subject to the limitation that property taxes attributable to an assessment in a year other than the base year or current year shall not be considered in calculating base year and/or current year operating expenses.

v. License and Registration Fees. License and registration fees required by law to the extent these expenses are not otherwise paid or reimbursed by tenants.

vi. Landlord-Performed Labor. Landlord-performed labor compensated at reasonable hourly rates.

(A) No landlord-performed labor shall be included as an operating expense unless the landlord submits documentation showing the date, time, and nature of the work performed.

(B) There shall be a maximum allowed under this subsection of five percent of gross income unless the landlord shows greater services were performed for the benefit of the tenants.

vii. Legal Expenses. Subject to section 9.80.075, reasonable attorneys' fees, expert witness' fees, expert's fees (including those paid to the city pursuant to section 9.80.080(C)(7)), and other costs (including fees paid to the city pursuant to section 9.80.080(C)(2)) (collectively, "legal expenses") incurred in connection with successful good faith (aa) attempts to recover rents owing, (bb) pursuit of rights under or in relationship to this chapter and regulations adopted pursuant to this chapter, including legal expenses incurred in the course of pursuing successful fair return petitions and (cc) unlawful detainer actions not in derogation of applicable law, and legal expenses necessarily incurred in dealings with respect to the normal operation of the park, to the extent such expenses are not recovered from adverse or other parties. In addition, in the event that the landlord successfully prosecutes a fair return petition and in connection therewith is awarded reasonable legal expenses, those expenses shall be separated out from any MNOI rent increase award and recovered from and invoiced to the tenants as a separate, limited time period, pass through. These legal expenses shall be amortized and recovered in equal monthly payments over a five-year period, unless the city manager or hearing officer concludes that a different period is more reasonable, and the pass through payment of these legal expenses by the tenants shall terminate after the full payment of these legal expenses with interest has been recovered by the park owner at the end of the amortization period.

viii. Interest Allowance for Expenses That Are Amortized. An interest allowance shall be allowed on the cost of permitted, amortized operating expenses, including but not limited to the legal expenses pass throughs provided for in subsection vii above; the allowance shall be the interest rate on the cost of the amortized expense equal to the "average rate" for thirty-year fixed rate home mortgages plus two percent. The "average rate" shall be the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey (PMMS) as of the date of the initial submission of the petition. In the event that this rate is no longer published, the index which is most comparable to the PMMS index shall be used.

b. Exclusions from Operating Expenses. Operating expenses shall not include the following:

- i. Mortgage principal or interest payments or other debt service costs.
- ii. Any penalties, fees or interest assessed or awarded for violation of any provision of this chapter or of any other provision of law.
- iii. Land lease expenses.
- iv. Political contributions and payments to organizations which are substantially devoted to legislative lobbying purposes.
- v. Depreciation.
- vi. Any expenses for which the landlord has been reimbursed by any utility rebate or discount, security deposit, insurance settlement, judgment for damages, settlement or any other method or device.
- vii. Unreasonable increases in expenses since the base year.
- viii. Expenses associated with the provision of master-metered gas and electricity

services.

ix. Expenses which are attributable to unreasonable delays in performing necessary maintenance or repair work or the failure to complete necessary replacements (e.g., a roof replacement may be a reasonable, necessary capital improvement under section 9.80.090, but if water damage occurred as a result of unreasonable delays in replacing the roof, it would not be reasonable to pass through the cost of repairing the water damage).

c. Adjustments of Operating Expenses. Base year and/or current operating expense items may be averaged with other expense levels for the same types of items for other years or amortized or adjusted by the CPI or may otherwise be adjusted, in order to establish an expense amount for the item(s) which most reasonably serves the objectives of obtaining a reasonable comparison of base year and current year expenses. Grounds for such adjustments include, but are not limited to:

i. Either the amount or nature of an expense item for a particular year is not representative;

ii. The base year expense is not a reasonable projection of average past expenditures for that item in the years immediately preceding or following the base year;

iii. The current year expense is not a reasonable projection of expenditures for that item in recent years or of future expenditures for that item;

iv. If a particular item of expense exceeds the normal industry or other comparable standard for the area, the park owner shall bear the burden of proving the reasonableness of the expense. To the extent that it is found that the expense is unreasonable it may be adjusted to reflect the normal industry standard;

v. A base year expense is exceptionally low by industry standards and/or on an inflation adjusted basis is exceptionally low relative to the current year expense although the level or type of service for which the expense is incurred has not changed significantly;

vi. An increase in maintenance or management expenses is disproportionate to the percentage increase in the CPI, while the level of services has not changed significantly and/or is not justified by special circumstances.

F. Rent Increases for Periods Preceding Date That a Park Owner May Implement Rent Increases Pursuant to Section 9.80.080. In the event that the period for determining the allowable rent increase pursuant section 9.80.080 exceeds one hundred twenty days, the park owner may recover a retroactive rent charge to cover the time period from the date that the rent increase would have begun if the rent increase decision had been made within one hundred twenty days. Delays or continuances that are mutually agreed to in writing by all parties concerned, any extensions in the 60 day decision period specified in section 9.80.080(D)(11), and the number of days that lapse between petitioner receiving notice of the necessity of replenishing its deposit and paying the required amount pursuant to sections 9.80.080(C)(2) and/or (C)(7) shall not be counted in determining whether said 120 day period has expired. In order to avoid undue hardship on the tenants affected by the decision, this retroactive rent charge shall be amortized and paid over a period of five years, unless the City manager or hearing officer determines that a different amortization period is more reasonable, and then shall be eliminated at the end of that applicable time period. Interest may be charged on this amortized rent charge in an amount calculated pursuant to subsection 9.80.070 (E)(3)(a)(viii).

G. Per Space Rent Adjustment Pursuant to Fair Return Standard. The allowable rent increase per mobile home space pursuant to this section shall not be increased as a result of the fact that there are exempt spaces in the park.

## **9.80.075 Legal Expenses and Settlement Proposals.**

### **A. Procedure at City Manager Stage.**

1. At least ten (10) days prior to the time that the city manager takes a petition filed pursuant to sections 9.80.080, 9.80.090, or 9.80.100 under submission ("submission date") pursuant to section 9.80.080(D)(1), the designated tenant representative (defined in Section 9.80.130, below) and/or the landlord may submit a written offer to the other party to settle the claims or requests made in the petition and to allow a decision or award to be made in accordance with the terms and conditions stated in the offer. The written offer shall include a statement of the offer, containing the terms and conditions of the award or decision which the offering party is willing to accept, and a provision that allows the accepting party to indicate acceptance of the offer by signing a statement that the offer is accepted. At the same time that the offering party submits its offer to the other party, the offering party shall also file a copy of the written settlement offer with the city clerk in a separately sealed envelope, with a statement on the outside of the envelope identifying the offeror and stating that it is a written settlement offer submitted pursuant to this section. Any acceptance of the offer must be in writing and shall be signed by the counsel for the accepting party or, if not represented by counsel, by the accepting party (under this chapter, either the landlord or the designated tenant representative).
2. If the offer is accepted, the parties shall notify the city manager and the city manager shall enter the accepted offer as the final decision of the city manager respecting the petition.
3. If the offer is not accepted prior to the submission date or within seven (7) calendar days after the offer's receipt by the opposing party, whichever occurs first, it shall be deemed withdrawn and cannot be given in or considered as evidence as part of the city manager's decision-making. Said submission date and said seven (7) day period may be continued and enlarged, respectively, upon written stipulation of the parties, subject to the city manager's approval. Any such continuance or enlargement shall not be counted against the one hundred twenty (120) day period specified in section 9.80.070(F).
4. The sealed copy of the written settlement offer that is so filed with the city is not to be opened by the city until it is either timely accepted by the opposing party or, if it is not timely accepted by the opposing party and deemed withdrawn, the offer shall be opened after the city manager has rendered a final decision on the petition.

### **B. Procedures at Appellate Stage.**

1. At least ten (10) days prior to the date of the appeal hearing noticed pursuant to section 9.80.080(D)(5), the designated tenant representative and/or the landlord may submit a written offer to the other party to settle the claims or requests made in the petition and to allow a decision or award to be made in accordance with the terms and conditions stated in the offer. The written offer shall include a statement of the offer, containing the terms and conditions of the award or decision which the offering party is willing to accept, and a provision that allows the accepting party to indicate acceptance of the offer by signing a statement that the offer is accepted. At the same time that the offering party submits its offer to the other party, the offering party shall also file a copy of the written settlement offer with the city clerk in a separately sealed envelope, with a statement on the outside of the envelope identifying the offeror and stating that it is a written settlement offer submitted pursuant to this section. Any acceptance of the offer must be in writing and shall be signed by the counsel for the accepting party or, if not represented by counsel, by the accepting party (under this chapter, either the landlord or the designated tenant representative).
2. If the offer is accepted, the parties shall notify the city manager and the hearing officer and the hearing officer shall enter the accepted offer as the final decision of the hearing officer respecting the petition.
3. If the offer is not accepted prior to the appeal hearing date or within seven (7) calendar days after the offer's receipt by the opposing party, whichever occurs first, it shall be deemed withdrawn and cannot be given in or considered as evidence upon the trial of the appeal. Said appeal hearing date and said seven (7) day period may be continued and enlarged, respectively, upon written stipulation of the parties, subject to the

hearing officer's approval. Any such continuance or enlargement shall not be counted against the one hundred twenty (120) day period specified in section 9.80.070(F).

4. The sealed copy of the written settlement offer that is so filed with the city is not to be opened by the city until it is either timely accepted by the opposing party or, if it is not timely accepted by the opposing party and deemed withdrawn, the offer shall be opened after the hearing officer has rendered a final decision on the petition.

C. Procedures Common to both Stages.

1. If an offer made pursuant to this section is not accepted and the rejecting party fails to obtain a more favorable award or decision, the rejecting party shall not recover his or her post-offer legal expenses and shall pay the legal expenses incurred by the offering party from the time of the offer. If competing offers to settle are timely submitted but have not been timely accepted, the city manager or hearing officer, as the case may be, shall determine which party has failed to obtain a more favorable decision or award and assign responsibility for the payment of legal expenses accordingly.

2. That assignment of responsibility shall be memorialized in a "Notice of Assignment of Legal Expense Liability" ("Legal Expense Notice") and mailed and emailed to the parties and the DTR within seven days after the city manager or hearing officer has issued his/her final decision on the petition. Within seven (7) days of his/her/its receipt of the Legal Expense Notice, the parties shall submit written requests for the awarding of and an accounting of their legal expenses and serve those requests simultaneously on the city manager or hearing officer, and all parties by regular mail and electronic mail. Said requests shall include detailed records of fee billings, time records and supporting declarations executed under penalty of perjury. Within seven days of receiving the requests, opposing parties may file objections to those requests and serve said oppositions in the same fashion as the original requests were served. Within seven days of the date that oppositions are served or within seven days of the deadline for the filing of oppositions, if none is submitted, the city manager or hearing officer shall submit a proposed supplemental decision stating the amount of legal expenses each party is required to pay and the reasons therefor.

a. When issued by the city manager, said supplemental decision shall become final when it is issued and shall be appealable separate from the city manager's decision pertaining to the merits of the petition. The appellate procedures set forth in section 9.80.080 (D)(2) shall govern an appeal of a city manager's decision pertaining to the awarding of legal expenses, but shall be consolidated with any appeal taken of the city manager's final decision pertaining to the merits of the petition.

b. When issued by the hearing officer, said supplemental decision shall become final in seven days after the proposed decision, unless either party requests an evidentiary hearing within said seven days, in which case a final decision shall be made within seven days after the hearing is concluded. Scheduling of the hearing shall be left to the sound discretion of the hearing officer. For purposes of any challenge to the hearing officer's decisions, the hearing officer's decision shall become final upon the mailing, with proofs of service, to all parties of (a) the hearing officer's final decision on the merits of the petition, or (b) the hearing officer's final decision on the awarding of any legal expenses, whichever occurs last.

c. In his or her discretion, the city manager or the hearing officer, as the case may be, may reduce or offset from any award made in favor of the petitioner on the petition the amount of legal expenses that petitioner may be required to pay to another party as a result of the operative affect of this section.

3. Subject to section 9.80.075(C) (2) (c), any award of legal expenses that is made against a party as a result of the operation of this section shall be separated out and invoiced by the park owner separately from any MNOI rent increase award, capital improvement rent increase award, or reduction in services award as a separate, limited time, pass-through. Such legal expenses shall be amortized and recovered in equal monthly payments over a 5-year period (plus interest as calculated in section 9.80.070(E)(3)(a)(viii)), unless the city manager or hearing officer concludes that a different period is more reasonable and shall be

eliminated after payment is completed at the end of the amortization period. In the case of a rent reduction petition submitted pursuant to Section 9.80.100, where the landlord is required to pay legal expenses to the tenants as a result of rejected settlement offers, the landlord's obligation to pay said legal expenses shall be amortized and paid in equal monthly payments over a 5-year period (plus interest as calculated in Section 9.80.070(E)(3)(a)(viii)), unless the city manager or hearing officer concludes that a different period is more reasonable, and shall be extinguished after payment is completed at the end of the amortization period. In the cases of an MNOI petition and/or a petitioner filed pursuant to section 9.80.090 where the landlord is required to pay legal expenses to the tenants as a result of rejected settlement offers, and the amount owed to the tenants has not been used to offset or reduce any landlord recovery pursuant to section 9.80.075(C)(2)(c), the landlord's obligation to pay said legal expenses to the tenants shall be amortized and paid in equal monthly payments over a 5-year period (plus interest as calculated in Section 9.80.070(E)(3)(a)(viii)), unless the city manager or hearing officer concludes that a different period is more reasonable, and shall be extinguished after payment is completed at the end of the amortization period.

4. In determining whether a party "has obtained a more favorable award or decision" than that proffered in a settlement offer not accepted by that party, the city manager or hearing officer shall rely upon and be guided by legal precedent and authorities construing the same term used in California Code of Civil Procedure § 998.

#### **9.80.080 Procedures for review of fair return petitions.**

A. Right to Petition. A park owner may petition for a rent increase in order to obtain a fair return. This petition is sometimes referred to herein as "MNOI petition" or "fair return petition." No petition may be filed in November or December except in cases of exceptional unforeseen circumstances.

B. Limit on Frequency of Petitions. Only one petition pursuant to this section may be filed for a mobile home park within a twelve-month period. An exception to this limitation shall be authorized in the event of extraordinary circumstances that could not reasonably have been foreseen at the time the prior petition was filed.

C. Submission of Petition.

1. Petition Form Required. Such petition shall be on a form prescribed by the city manager.

2. Petition Fee. Upon the receipt of a fair return petition, the city manager shall determine the estimated costs the city will incur in staff time and city attorney time in processing and acting upon the petition. The city manager will notify the petitioning party ("petitioner") of the amount of that fee and the time within which it must be deposited with the city. The city manager shall keep an accounting of the fee and how it is used to defray the city's costs. If at any time during the processing of the petition, the remaining balance of the fee is less than \$1,000, the city manager shall notify the petitioner of the remaining balance and the amount that and the time by when the petitioner must pay to replenish the deposit. The petition shall not be further processed until the petition has paid to the city the fees described in this section. Any unused portion of the deposit shall be refunded to the petitioner within sixty (60) days after the date of the final decision made with respect to the petition.

3. Contents of Petition Form. The form may require any information deemed relevant by the city manager. The form shall include, but not be limited to:

- a. A list of the names and addresses of all mobile home park tenants subject to the proposed rent increase.
- b. A statement of the date the rent increase is proposed to be effective.
- c. The rent for each space in the park in the base year, the current year, and the three prior years.

- d. An income and expense statement for the base year, the current year, and the three years prior to the current year.
  - e. Evidence documenting the income and expenses claimed by the landlord.
  - f. All other documentation and opinion testimony upon which the park owner is relying to justify the rent increase.
  - g. A statement of the petitioner's theories in support of the rent increase application.
4. Notice of Petition. The park owner and the city shall provide notice of a petition as follows:
- a. The petitioner and city: by sending a hard copy and electronic .pdf copy of the petition to the designated tenant representative;
  - b. The petitioner: by providing the city with hard and electronic copies of the petition;
  - c. The petitioner: by notifying each tenant household that the petition has been filed on a city-approved form.
5. Determination That the Petition Is Complete. The city manager will determine if a petition filed pursuant to this section is complete within thirty days after the petition is submitted. A petition will be considered complete only if and when the required fees have been paid. If the petition is incomplete, the city manager will inform the petitioner in writing as to what additional information is required. Within thirty (30) days of petitioner's submission of any additional information or fees submitted at the direction of the city manager, the city manager shall determine whether the petition is complete and notify petitioner of the city manager's determination. If additional information or payments remain lacking, the petitioner shall submit such information and/or payments and the city manager shall again have thirty (30) days to determine the petition's completeness. This process shall continue until the city manager issues to petitioner a written notice advising the petitioner that the petition is complete. The time period specified in section 9.80.070(F) shall begin running on the date the city manager delivers said completeness notice to petitioner.
6. Access to the Petition. The documentation required by this section shall be available for inspection and copying by any person during the normal business hours of the city. The city shall make a copy of all submissions by the park owner and the tenants in conjunction with a petition that shall be available in the form of an electronic .pdf file which shall be accessible through the city's website.
7. Cost of Expert Analysis. Upon the receipt of a fair return petition, the city manager shall determine if the employment of experts will be necessary or appropriate for the city to thoroughly and competently analyze the petition. Depending upon the complexity of the fair return petition, and the park owner's use of experts, the city manager may retain a certified public accountant to, among other things, verify the accuracy of the expense and income items stated in the petition; an expert in the use and theory of the fair return and MNOI methods utilized in this chapter for determining fair return petitioners; and, if appropriate or necessary, a licensed appraiser. If the city manager so determines, the city manager shall also determine the anticipated cost of employing any such experts. The resulting figure shall be communicated to the petitioner. The city manager shall keep an accounting of the fee and how it is used to defray the city's costs. If at any time during the processing of the petition, the remaining balance of the fee is less than \$1,000, the city manager shall notify the petitioner of the remaining balance and the amount that and the time by when the petitioner must pay to replenish the deposit. The petition shall not be further processed until the petitioner has paid to the city the estimated cost of expert analysis. Any unused portion for payments so collected shall be refunded to the petitioner.
8. Contents of Expert Analysis. At a minimum, any analysis pursuant to this subsection shall include a determination of:

- a. Base year and current year rental income;
- b. Base year and current year operating expenses by category;
- c. Base year and current year overall operating expenses;
- d. Base year and current year net operating income;
- e. The percentage change in net operating income between the base period and the current period;
- f. The percentage change in the CPI between the base period and the current period;
- g. The ratio of the percentage change in net operating income to the percentage change in the CPI between the base period and the current period; and
- h. The rent adjustment required under an MNOI standard pursuant to chapter.

9. Submission by tenant - homeowners. The tenant - homeowners may submit a written response to the park owner's petition within thirty days after the petition is determined complete, unless the city manager determines that there is good cause to extend that deadline. The tenant -- homeowners' written response shall be delivered to the landlord and to the city clerk.

D. Review Procedures.

1. Initial Decision by City Manager. A fair return petition shall be decided by the city manager, without a hearing or personal appearances by any of the involved parties or their representatives. The decision will be made within sixty (60) days of the date that the petition is determined complete, unless the city manager determines that there is good cause to extend that deadline. The city manager shall email all the involved parties or their representatives the date on which the city manager shall consider the matter submitted and beyond which the city manager will not accept any additional information, briefs, evidence or arguments (the "submission date"). The city manager shall email notice of the submission date to all parties or their representatives at least twenty one (21) days prior to the submission date. The city manager's decision on the merits of the petition shall be emailed and sent by mail, with proof of mailing, to the park owner, the park owner's and tenant's representatives, and the designated tenant representative.

2. Appeal of City Manager's Decision. The decision of the city manager may be appealed, within twenty (20) days after the date of its mailing, to a hearing officer. An appeal by the landlord shall be signed by the landlord or its/his/her lawfully appointed agent. An appeal by the tenant - homeowners must be signed by tenant - homeowners residing on a majority of the mobile home spaces that are subject to the city manager's decision (That is, if tenants renting 50 spaces are affected by the city manager's decision, the written appeal of one adult tenant from each of 26 separate spaces would be required.). An appeal must be in writing and must be delivered to the opposing parties and the city within the twenty (20) day appeal period specified above. If the city manager's decision is not timely appealed, the city manager's decision shall become final on the twenty-first day after the decision has been mailed. The appealing party shall be required to pay for the costs of the appeal process, including those imposed by the appellate hearing officers (see below) and those established by resolution of the city council. The appeal shall be conducted through a de novo evidentiary hearing, which shall consider at least the following: the fair return petition, all information, expert opinions and arguments submitted by the park owner or the tenants to the city manager in support of or in opposition to the petition; the City manager's decision; the opinions of the city's independent witness(es); and any additional arguments or facts upon which the city manager's decision is based; and the briefs, evidence and testimony accepted or rejected by the city manager in support of or in opposition to the petition by any of the parties to the proceedings.

3. Procedure for Selection of a Hearing Officer.

a. Qualifications. Hearing officers shall be licensed attorneys of the State Bar of California in goodstanding, and shall have no financial interest in mobile homes, mobile home spaces or mobile home parks and shall not have represented mobile home park owners or mobile home park tenant - homeowners in rent setting cases or park closings or park conversions or any disputes between park owners and park residents.

b. A hearing officer shall be selected through the California Office of Administrative Hearings (OAH). In the event that it is not possible to set up a hearing through the OAH, the city manager may elect to contract with another agency that provides arbitration or hearing officer services or may establish a panel from which the hearing officer is selected in accordance with the following procedure set forth in subsection (D)(3)(c) of this section.

c. In the event that a panel of hearing officers is established, the city manager shall make all reasonable efforts to ensure that there are at least five qualified candidates who will comprise the panel of prospective hearing officers. A hearing officer shall disqualify himself or herself from serving as hearing officer in a particular matter where he/she has a conflict of interest within the meaning of the Political Reform Act (Government Code Section 87100 et seq.), and shall otherwise comply with the disqualification provisions of Canon 3.E. of the Code of Judicial Ethics. The city shall make the initial selection of the hearing officer from the panel. The parties to the appeal shall be advised in writing of the selected hearing officer, and advised of their right to disqualify the selected hearing officer within five (5) days of receipt of the notice of selection. In the event of a disqualification, another hearing officer shall be randomly selected from the panel by the city, and a new notice of hearing sent to the parties. Each party shall have the right to disqualify one hearing officer for a particular appeal if there are five or fewer hearing officers on the list and may disqualify up to two hearing officers if there are eight or more hearing officers on the list.

4. Time of and Scheduling of Hearing.

a. A hearing on the appeal shall commence within thirty days of the selection of a hearing officer unless both parties agree to a different schedule. The hearing shall be completed within fifteen days after it is commenced. These time deadlines may be extended if the hearing officer finds that there is good cause to commence and/or complete the hearing at a later date.

b. The hearing may be scheduled during the normal business hours of the city unless a majority of the residents that are subject to the petition requests that the hearing be scheduled during the evening. The hearing shall be scheduled at a time that it is convenient for the residents' and park owner's representatives.

c. The presentations of each party at the hearing and of the city staff and experts shall be limited to ninety minutes each unless the hearing officer determines that there is good cause to enlarge those time periods. Each party and the city shall be permitted one hour of cross-examination of expert witnesses, unless the hearing officer determines that there is good cause to enlarge those time periods. The city may provide legal counsel to help prepare the city's experts for their presentation at the appeal hearing, to defend the city's expert witness and to cross examine the expert witnesses of the parties.

d. Notwithstanding anything to the contrary stated herein, whether or not the city decides to appear, submit documents and/or briefs, retain counsel to represent the city, or otherwise participate in the administrative appellate proceedings described in this chapter shall be left to the sound discretion of the city.

5. Notice of Hearing. Written notice of the time, date and place of the hearing shall be given at least twenty one (21) days prior to the hearing.

6. Requests for Additional Information (Not Offered to the City Manager) by Opposing Party.

- a. Either party or the city may request that additional, supporting documentation (not previously provided to the city manager as part of his/her initial examination of and decision on the petition) be provided to substantiate the claims made by a party. The request shall be presented in writing to the hearing officer.
- b. The hearing officer may order production of such requested documentation, if the hearing officer determines the information is relevant to the proceedings.

7. Submission of Reports.

- a. Responses may be submitted by the tenants or the park owner to the decision of the city manager or to reports by the city's experts. Said responses shall be submitted to the other parties and hearing officer at least ten days prior to the hearing. The submissions shall be in printed and electronic form.
- b. Rebuttal reports may be submitted by the park owner, tenant - homeowners and/or city staff and/or a consultant on behalf of the city; it shall be submitted to the parties and hearing officer at least five days prior to a hearing.
- c. The parties' responses, provided for in subsection "a" above, and their and the city's rebuttal reports, provided in subsection "b" above, shall be considered the pre-hearing briefs of the parties and the city and no other pre-hearing briefs shall be allowed unless requested by the hearing officer for good cause. The submissions shall be in printed and electronic form.
- d. For good cause, the hearing officer may accept additional information at the hearing.

8. Conduct of Hearing.

- a. The hearing shall be conducted in accordance with such rules and regulations as may be promulgated by the city council and any rules set forth by the hearing officer.
- b. The hearing officer shall have the power and authority to require and administer oaths or affirmations where appropriate, and to take and hear evidence concerning any matter pending before the hearing officer.
- c. The rules of evidence generally applicable in the courts shall not be binding in the hearing. Hearsay evidence and any and all other evidence which the hearing officer deems relevant and proper may be admitted and considered.
- d. Any party or such party's representative, designated in writing by the party, may appear at the hearing to offer such documents, oral testimony, written declaration or other evidence as may be relevant to the proceedings.
- e. The hearing officer may grant or order not more than two continuances of the hearing for not more than ten working days each. Additional continuances may be granted only if all parties stipulate in writing or if the hearing officer finds that there is a good cause for the continuance. Such continuances may be granted or ordered at the hearing without further written notice to the parties.
- f. A tape recording of the proceedings shall be made or arranged by the city manager in a format that is easily made available and is easily usable.

g. The hearing shall be conducted in a manner that ensures that parties have an opportunity to obtain documents and to obtain information about the theories and facts to be presented by the opposing parties in adequate time in advance of the hearing to enable preparation of their respective cases.

9. Required Findings in Decision. Any decision pursuant to this subsection shall include a determination of:

- a. Base year and current year rental income;
- b. Base year and current year operating expenses by category;
- c. Base year and current year overall operating expenses;
- d. Base year and current year net operating income;
- e. The percentage change in net operating income between the base period and the current period;
- f. The percentage change in the CPI between the base period and the current period;
- g. The ratio of the percentage change in net operating income to the percentage change in the CPI between the base period and the current period;
- h. The rent adjustment required under the MNOI standard pursuant to Section 9.80.070 and this section.

10. Conditions for Allowance or Disallowance of Rent Increase. The allowance or disallowance of any proposed rent increase (or decrease) or portion thereof may be reasonably conditioned in any manner necessary to effectuate the purposes of this chapter.

11. Deadline for Decision. A petition for a fair return adjustment shall be decided by the hearing officer within sixty days of the date of the filing of the appeal and the payment of all appellate fees, unless the hearing officer determines that there is good cause for an extension of this period or the city manager extends this period due to the length of time required to accommodate scheduling availability and limitations required to obtain the services of a hearing officer.

12. Notice of Decision. The city manager shall mail copies of the hearing officer's decision to the park owner and all affected tenants within three days of the city's receipt of the hearing officer's written decision. Copies of the decision shall be emailed to the park owner's and residents' representative as soon as possible after the decision is received by the city and in all cases within twenty-four hours after the decision is received by the city.

13. Preservation of Record. Any written findings made by the final decision-maker pursuant to this section shall be permanently preserved in the city records, so that they are available in the event of a future rent increase petition involving the same mobile home park.

14. Representation of Parties.

- a. The parties in any hearing may be represented at the hearing by a person of the party's choosing. The representative need not be an attorney.
- b. Written designation of representatives shall be filed with the city manager or hearing officer.

c. The written designation of the representative shall include a statement that the representative is authorized to bind the party to any stipulation, decision or other action taken by the city manager or the hearing officer at the administrative hearing.

15. Modification of Decision in the Event of Mathematical or Clerical Inaccuracies. Any party alleging that the hearing officer's statement of decision contains mathematic or clerical inaccuracies may so notify the hearing officer and the other party within fifteen calendar days of the mailing of the decision to that party. The hearing officer may make any corrections warranted, and re-file the statement of decision within ten working days after receiving the allegation of the mathematical error. Alternatively, the hearing officer may decline to make any such corrections, but shall so notify the parties of his/her determination. Upon re-filing of the statement of decision with corrections or the filing of the hearing officer's declination to make corrections, the hearing officer's decision shall be final.

E. Overall Period for Review of Fair Return Petition. Except as is otherwise provided in this chapter, from the time a petition is determined complete to the time a final decision on that petition is made, no more than one hundred twenty (120) days shall pass, unless the hearing officer determines that there is good cause for extending this deadline or the city manager extends this period due to the length of time required to accommodate scheduling availability and the time involved in obtaining the services of a hearing officer.

F. The petitioner shall bear the burden of proof, by a preponderance of the evidence, on all issues necessary to the granting of the petitioner's petition, both at the city manager and hearing officer levels of review.

#### **9.80.090 Pre-approved temporary rental increases for specified capital improvements.**

A. An owner shall be permitted to obtain a temporary rental increase to obtain reimbursement for specified capital improvements pursuant to the provisions of this section.

B. The city manager or city council shall from time to time adopt an amortization schedule for typical capital improvements subject to the provisions of this section.

C. Prior to making a necessary capital improvement described in the adopted amortization schedule or a necessary capital improvement reasonably similar to the types of improvements described in the adopted amortization schedule, the park owner shall be permitted to file a petition with the city seeking approval of a temporary rental increase to reimburse the owner for the cost of the capital improvement. Except as is provided in subsection F, below, a park owner who commences and completes an allegedly necessary capital improvement prior to obtaining approval under this chapter for a temporary rental increase to reimburse the owner for the cost of that improvement shall be deemed to have conclusively waived the right to seek a rental increase for that cost.

D. In order to obtain approval for such a temporary rental increase, the owner must submit a petition to the city seeking such approval and providing the following, minimum, information:

1. a description of the proposed capital improvement and its cost and evidence establishing that the improvement is a capital improvement and not an item of maintenance and/or repair. The cost of the proposed capital improvement shall be reflected in at least two, fully executed and binding contracts, bids or proposals from qualified and licensed (if required by law) contractors, installers and/or builders. Resumes, references and a list of similar projects previously successfully completed by the contractors/builders/installers shall also be included with the petition;
2. evidence establishing that the improvement is necessary at the time the owner seeks to implement it;
3. the date(s) upon which the owner proposes to commence and complete the capital improvement work;

4. the method and manner by which the city will be notified by the owner as to the commencement and prosecution of the work so that the city can adequately and timely monitor the work as it is being performed to assure, as much as is practicable, that the work which may be ultimately approved as a result of the owner's petition has been completed in accordance with the information provided as part of the petition and as approved hereunder;
  5. the period of time over which the owner proposes to amortize the petitioned-for rental increase and the rationale therefor;
  6. evidence that interest to be charged during that amortization period is comparable to interest that would be charged on a commercially available loan;
  7. evidence that the capital improvement is made at a direct cost of not less than one hundred dollars per affected rental unit or at a total direct cost of not less than five thousand dollars, whichever is lower;
  8. evidence that the costs, less any insurance proceeds, available grants or other applicable recovery or sources of funds, are averaged on a per unit basis for each rental unit actually benefited by the improvement. In this connection, the owner shall have an affirmative duty to, in good faith, make a diligent search for and reasonable inquiry about the available sources of funds to pay for the cost other than by increasing the rents charged by the owner and the petition shall contain a representation by the owner, executed under penalty of perjury, that such diligent search and reasonable inquiry was conducted and that no such alternative funds were found to exist (or that such funds were found to exist, stating the amount and source thereof and how they are to be used in paying for the subject improvement(s));
  9. evidence that the costs are to be amortized over a period of not less than thirty-six months;
  10. evidence that the costs do not include any additional costs incurred for property damage or deterioration that result or have resulted from any unreasonable delay in undertaking or completing any repair or improvement;
  11. evidence that the costs do not include costs incurred to bring the park, rental unit(s), improvement or other property into compliance with a provision of the Sonoma Municipal Code or state law where the original installation of the improvement was not in compliance with code requirements;
  12. a representation by the owner stating that at the end of the amortization period, the allowable monthly rent will be decreased by any amount it was increased because of a rent increase approval granted under this section; and
  13. evidence that the amortization period is in conformance with any schedule adopted by the city manager or city council, unless it is determined that an alternate period is justified based on the evidence presented during the consideration of the owner's petition.
- E. The city clerk shall provide notice ("Capital Improvement Notice") of the petition to all affected tenants. The notice shall indicate the proposed capital improvement, the amortization schedule including interest for the capital improvement, and the resulting temporary rental increase proposed. The city clerk shall email by .pdf or other format the petition and all of its attachments to the designated tenant representative. The city shall make a copy of all submissions by the park owner and the tenants in conjunction with the petition that shall be available in the form of an electronic .pdf file which shall be accessible through the city's website. The owner shall post a complete, physical copy of the petition and its attachments at a location that is obvious and accessible to all tenants.

1. In the event that 50 percent plus one of the tenants renting spaces the rent for which is controlled by this chapter (with each space receiving one vote) (That is, if tenants renting 50 controlled spaces are affected by the proposed rent increase, the approval of one adult tenant from each of 26 separate spaces would be required.) whose rent would be increased were the petition approved protest the petition in writing to the clerk which said protests are received by the city clerk within thirty (30) days after the date the clerk mails or emails the Capital Improvement Notice to the affected tenants, the city manager shall determine whether the petition is complete pursuant to section 9.80.080, including determining whether all applicable fees have been paid, and process the petition in accordance section 9.80.080 as described below. Upon the city manager's determination that the petition is complete, the city manager may (i) retain whatever expert assistance s/he may require in order to examine and decide the petition, (ii) require the owner to pay the necessary amounts to cover the experts' costs pursuant to section 9.80.080, and (iii) require the owner to provide any additional information or evidence necessary in order for the city manager to make his/her decision on the petition. In addition, the city manager shall identify the submission date pertinent to the petition and so inform all affected parties and shall otherwise follow the review procedures set forth in section 9.80.080 as the city manager deems are applicable and appropriate for the disposition of the petition.

a. In order for the city manager to grant the petition, the city manager must find that petitioner's submittals have proven, by a preponderance of the evidence, that each of the criteria and evidentiary requirements specified in subsection 9.80.090(D) has been satisfied.

b. The city manager's decision on the petition shall be appealable pursuant to section 9.80.080 (D)(2)-(8), (10)-(15) and (F).

2. In the event that 50 percent plus one of the tenants renting spaces the rent for which is controlled by this chapter whose rent would be increased were the petition approved do not protest the petition in writing to the clerk within thirty (30) days after the date the clerk mails or emails the Capital Improvement Notice to the affected tenants, the city manager shall approve the petition as submitted, and send a notice to the petitioner and the affected tenants stating that the petition has been granted and identifying the amount of the rent increase allowed to be charged the affected tenants. Said decision by the city manager shall be final and shall not be administratively appealable.

F. A park owner shall be entitled to seek a temporary rent increase in order to make an upgrade capital improvement only if the park owner has:

1. Consulted with the park tenants prior to initiating construction of the improvements regarding the nature and purpose of the improvements and the estimated cost of the improvements;

2. Obtained the prior written consent of at least one adult resident from each space of a majority of the mobilehome spaces to include the upgrade as a capital improvement eligible for amortization as a temporary rental increase. (That is, if the park has 50 spaces, the approval of one adult tenant from each of 26 separate spaces would be required.) Evidence of such consent must be presented at the time of filing the petition with the city.

Provided that the above, two criteria have been satisfied, the city manager shall approve the petition as submitted, and send a notice to the petitioner and the affected tenants stating that the petition has been granted and identifying the amount of the rent increase allowed to be charged the affected tenants. Said decision by the city manager shall be final and shall not be administratively appealable.

G. No rental increase granted pursuant to this section shall become effective until the first full month following the filing of a notice of completion of the capital improvement with the city clerk and the filing of a notice with the clerk by the city's building official stating that the work has been completed in accordance with the petition and the information and evidence upon which the rent increase was granted. Any rental increase approved pursuant to the provisions of this section shall be itemized separately on any rental statement or billing provided to the affected tenants and shall terminate upon the conclusion of the approved amortization period.

H. Nothing in this section shall prevent the park owner from making emergency capital improvements required as a result of a disaster or other unpredictable event; in such event, the park owner may make such limited and reasonable

capital improvements required to protect the public health and safety and to limit further damage to the park, and to thereafter or simultaneously seek a capital improvement rental adjustment for such capital improvement pursuant to the provisions of this section. Any such petition shall be filed, processed and decided in accordance with subsections D and E, above.

**9.80.100 Rent reductions for service reductions.**

A. Submission of Service Reduction Petition to City Manager. A service reduction petition shall be submitted to the city manager in writing and should state:

1. The affected spaces;
2. The prior level of service established by the park owner for that tenant - homeowner's mobile home space and common facilities used by that tenant;
3. The specific changes in the prior level of services comprising the alleged reduction in service;
4. The date the service reduction was first noticed by the tenant - homeowner;
5. The date of notice to the park owner of the alleged service reduction, and if such notice was given, whether the notice was given orally or in writing;
6. When and how the park owner responded to the tenant - homeowner's notice, if notice was given;
7. Whether the condition was improved or corrected, and if so, when and how;
8. The status of the condition as of the date the petition is signed;
9. How the reduction or lack of the service in question has affected the petitioner's enjoyment of his/her rental unit, specifying, if possible, the nature of the effect and the time(s) during each day that the affect is manifested; and
10. Whether such service reduction was the result of a vote of a majority of the affected tenant - homeowners.

B. Filing, Processing and Deciding Service Reduction Petitions.

1. Subject to the provisions of this section 9.80.100, the filing, processing, and deciding of a service reduction petition shall be governed by sections 9.80.080 (C) (1), (2), (5), (6), (7) and 9; 9.80.080(D)(1-8), (10), (12), (14), (15), (F).
2. The petitioner seeking a service reduction rent decrease shall serve a copy of the petition and all supporting papers on the park owner's representative and the designated tenant representative at the same time petitioner files the petition with the city.

C. If the city manager or hearing officer finds that a material service reduction has occurred, the city manager or hearing officer shall determine the resultant percentage reduction in the tenant - homeowners' enjoyment of their rental units due to the service reduction. Rent shall be reduced by that percentage or amount. The tenant - homeowners also shall be entitled to a rebate of the following sum: the monthly rent reduction multiplied by the number of months between the date the homeowners notified the park owner of the reduction in service, and the date the city manager determined the rent reduction. Said rebate shall be amortized and paid to the affected tenants in equal monthly installments over a five (5) year period, bearing interest at the rate specified in section 9.80.070(E)(3)(a)(viii). In the event the park owner was not notified of the service reduction by the tenants or petitioner and the park owner did not know nor should have known that the service reduction occurred prior to the filing of the petition, then no rebate shall be awarded. If a preponderance of the evidence proves that the park owner knew or should have known of the reduction in service, then a rebate shall be awarded and calculated from the date

that the park owner knew or should have known of the advent of the reduction.

D. A service reduction shall not include the elimination or reduction of a recreational facility or service when such elimination or reduction and rent decrease resulting therefrom have the prior written approval of tenants renting two-thirds of the rental units in the park. In such cases no rebate shall be required.

E. No recreational service or facility which has been reduced or eliminated shall be reinstated at any cost to the homeowners without prior written approval of tenants renting two-thirds of the rental units in the park.

F. Consolidation of Service Reduction Petition with Consideration of Fair Return Petition. In the event that a service reduction petition is filed while a fair return petition is pending, either the city, the park owner, or the tenants may require consideration of the petition filed pursuant to this section in conjunction with the fair return petition.

#### **9.80.110 Waivers.**

A. Any waiver or purported waiver by a tenant - homeowner of rights granted under this chapter shall be void as contrary to public policy.

B. It shall be unlawful for a landlord to require or attempt to require, as a condition of tenancy in a mobile home park, a tenant - homeowner, a mobile home owner, mobile home tenant, prospective mobile home owner, or prospective mobile home tenant to waive in a lease or rental agreement or in any other agreement the rights granted to a mobile home owner or mobile home tenant by this chapter.

C. It shall be unlawful for a landlord to deny or threaten to deny tenancy in a mobile home park to any person on account of such person's refusal to enter into a lease or rental agreement or any other agreement under which such person would waive the rights granted to a mobile home owner or mobile home tenant by this chapter.

#### **9.80.120 Information to be supplied by the park owner to tenant - homeowners and prospective tenant - homeowner .**

A. Posting of Chapter. A copy of this chapter shall be posted in the office of every mobile home park and in the recreation building or clubhouse of every mobile home park.

#### **9.80.125 Information to be provided by the city to the public.**

The city's web page shall include a copy of this chapter and other information (determined in the city's sole discretion) related to mobile home park space rentals within the city, and a copy of California's Mobilehome Residency Law.

#### **9.80.130 Designated Tenant - Homeowners' Representatives.**

A. The tenant - homeowners of each mobile home park in the city who rent spaces controlled by this chapter shall annually elect by majority vote, with one vote per space, a designated resident representative ("designated tenant representative" or "DTR") to receive all notices and documents which by this chapter are required to be delivered to the DTR. In addition, on behalf of the tenant - homeowners, said DTR shall have the authority to accept and reject settlement offers submitted pursuant to section 9.80.075, which said acceptance or rejection by the DTR shall be binding upon the said tenant- homeowners.

B. The elected DTR shall advise the city manager of the name, address and phone number of the elected DTR in writing no later than January 31st of each year and shall promptly notify the city manager of any change of representative. Said writing shall be dated, signed and also include the following certification, or a certification substantially similar to the following:

"I certify that I have been elected as the designated tenant representative (DTR) for the

\_\_\_\_\_ mobilehome park ("park") as the result of a duly noticed election. All tenants of spaces in the park which are governed by Chapter 9.80 of the Sonoma Municipal Code were delivered written notices advising them of (a) their right to vote for the park's DTR, (b) the authority and obligations of the DTR, (c) the slate of candidates running for the position of the park's DTR, (d) the date by when and how they must cast their vote and (e) the place to cast their vote. I further certify that of the ballots timely cast, \_\_\_\_\_ [number] or \_\_\_\_\_ % were cast in favor of the undersigned."

C. In the event no person is elected or willing to serve as the DTR, then the president or presiding officer of any existing tenants' organization or association shall be requested to serve as the DTR until said position can be filled by election as set forth above. In the event that no person will or can serve as the DTR in a given park, then the duties and authorization imposed upon and granted, respectively, to the DTR hereunder shall not be discharged or exercised, respectively, with respect to that park. In the event a DTR fails to discharge his/her duties as specified in this chapter, the tenants described in subsection (A) above shall have the right to vote as to whether or not the DTR shall continue acting as the DTR. If the tenants renting a majority of the spaces controlled by this chapter vote against the DTR retaining his/her position as DTR, that person shall step down from and no longer occupy the position of DTR effective as of the date of the election.

D. In addition to the DTR's duties and authorization set forth in subsection (A) above, the DTR shall discharge the following obligations:

1. upon receipt of the notices and documents which the DTR is to receive under this chapter, the DTR shall (a) post copies of same in a community center or other place in the park that is readily accessible to and frequented by the tenants, and (b) electronically send them to all affected tenants but only to the extent that the DTR personally has the equipment, technology and know-how to accomplish this task (and the DTR only needs to electronically send said material to those affected tenants who have provided the DTR their email addresses);

2. make good faith and timely efforts to notify all affected tenants of any settlement offers received by or proposed by the DTR pursuant to section 9.80.075. In this connection, the DTR shall develop and follow procedures aimed at soliciting and obtaining the maximum input practicable from those tenants affected by such settlement offers so that the DTR is reasonably certain that the positions the DTR takes vis a vis such offers is representative of the desires of those tenants who are renting a majority of the spaces affected or potentially affected by the offers.

E. During his/her term of office as the DTR, the DTR cannot also serve on any city council, commission, committee or board.

#### **9.80.140 Rights of prospective tenant - homeowners.**

Any prospective tenant - homeowner must be offered the option of renting a mobile home space in a manner which will permit the "tenant-to-be" to receive the benefits of the mobile home space rent stabilization program codified herein which includes, but is not limited to, rental of a mobile home space on a month-to-month basis. Such a person cannot be denied the option of a tenancy of twelve months or less in duration.

The park owner shall provide each prospective tenant - homeowner with a photocopy of the written notification attached as Appendix A to this chapter and will provide each prospective tenant with a copy of this chapter.

Any effort to circumvent the requirements of this section shall be unlawful.

#### **9.80.150 Annual registration and other notices required from owner.**

A. Due Date. No later than May 31 of each year, each park owner shall file an annual registration statement, on a form prescribed by the city manager.

B. Contents of Registration Form. The registration form shall include the name(s), business address(es), and

business telephone number(s) of each person or legal entity possessing an ownership interest in the park and the nature of such interest; the number of mobile home spaces within the park; a rent schedule reflecting the current space rents within the park; a listing of all other charges, including utilities not included in space rent, paid by mobile home owners within the park and the approximate amount of each such charge; the name and address to which all required notices and correspondence may be sent; the name and address of each mobilehome owner; the name and address of each person renting a mobilehome; an identification of those spaces or mobilehomes which the park owner considers exempt from this chapter and a statement of the reasons therefor; a statement of the number of recreational vehicle spaces in the park; and other information required by the city manager.

C. Certification of Registration Forms. All registration forms, and any documentation accompanying any registration forms, shall contain an affidavit or declaration, signed by the park owner or a designated agent, with his/her signature notarized, certifying that the information contained therein is true, correct and complete.

D. Notice of Sale of a Park. Upon the sale or transfer of a mobile home park, the seller or transferor shall notify the city manager of the sale or transfer and of the name and address of the buyer or transferee. Within ten days of the sale or transfer of a mobile home park, the buyer or transferee shall provide a new registration form meeting the requirements of this section.

E. Notice to Prospective Park Purchasers. The park owner shall provide prospective park purchasers with a copy of this chapter and notice that the following would be a prerequisite to filing a rent increase application pursuant to Sections 9.80.080 and 9.80.090:

1. A statement of the base year income, expenses, and net operating income of the park with a breakdown of income and expenses by category.
2. Documents supporting the amounts reported in the income and expense statement.

#### **9.80.160 Retaliation prohibited.**

A. It shall be unlawful for any landlord to evict a tenant - homeowner or mobile home tenant where the landlord's dominant motive in seeking to recover possession of the rental unit is:

1. Retaliation for the tenant - homeowner's or mobile home tenant'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. It shall be unlawful for a landlord to retaliate against a tenant - homeowner or mobile home tenant for the owner's or tenant'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 rental unit.
2. Engaging in any form of harassment that causes the tenant - homeowner to quit the premises.
3. Decreasing housing services.
4. Increasing rent.
5. Imposing or increasing a security deposit or other charge payable by the owner or tenant.

#### **9.80.170 Excessive Rents or Demands Therefor.**

It shall be unlawful for a park owner to demand, accept, receive, or retain any rent in excess of the amounts authorized by this chapter.

**9.80.175 Permissible reasons for terminating or refusing to renew a tenancy.**

A tenancy which is not subject to the provisions of the Mobilehome Residency Law shall not be terminated nor shall its renewal be refused, except for one or more of the following reasons:

- A. Failure of the tenant to comply with a local ordinance or state law or regulation relating to mobilehomes within a reasonable time after the tenant receives a notice of noncompliance from the appropriate governmental agency;
- B. Conduct by the tenant, upon the mobilehome park premises, which constitutes a substantial annoyance to other tenants;
- C. Failure of the tenant to comply with a reasonable rule or regulation of the mobilehome park. No act or omission of the tenant shall constitute such failure to comply unless and until the owner has given the tenant written notice of the alleged rule or regulation violation and the tenant has failed to adhere to the rule or regulation within seven days;
- D. Nonpayment of rent, utility charges, or reasonable incidental service charges;
- E. Condemnation of the mobilehome park;
- F. Change of use of the mobilehome park; provided, that the provisions of subsection (f) of Section 798.56 of the California Civil Code are followed:

- 1. The owner gives the tenant written notice of the proposed change 12 months or more before the date of the proposed change,
- 2. The owner gives each proposed tenant whose tenancy will commence within 12 months of the proposed change written notice thereof prior to the inception of that person's tenancy. Notice of termination or refusal to renew must be given in writing in the manner prescribed by Section 1162 of the Code of Civil Procedure or at least 60 days prior to the termination date of the tenancy. Said notice shall state the date the tenancy terminates, the reason for the termination or refusal to renew, and the specific facts upon which the owner is relying. (Ord. 98-6 § 1, 1998).

**9.80.180 Refusal of tenant to pay illegal rent.**

A tenant may refuse to pay any rent in excess of the maximum rent permitted by this chapter. The fact that such unpaid rent is in excess of the maximum rent shall be a defense in any action brought to recover possession of a mobilehome space for nonpayment of rent or to collect the illegal rent. (Ord. 98-6 § 1, 1998).

**9.80.190 Remedies.**

- A. Any person who demands, accepts or retains any payment or rent in violation of the provisions of this chapter shall be liable in a civil action to the person from whom such payment is demanded, accepted or retained for damages in the sum of three times the amount by which the payment or payments demanded, accepted, or retained exceed the maximum rent which could be lawfully demanded, accepted or retained together with reasonable attorney's fees and costs as determined by the court. (Ord. 98-6 § 1, 1998).
- B. Remedies provided by this section are in addition to any other legal or equitable remedies and are not intended to be exclusive.
- C. The city council may institute a civil action to compel compliance with this chapter.

**9.80.200 Administration Fees.**

- A. Except as to any fees assessed pursuant to section 9.80.080(C), the costs of administration of this chapter shall be borne by the city, subject to reimbursement of the city's general fund by imposition of a rent stabilization administration fee chargeable against each mobilehome space in the city. The park owner who pays the fees imposed by this section may not pass through any of these fees assessed against a mobilehome space to the tenants.

B. On or before June 30th of each year, each owner of a mobilehome park shall pay to the city clerk of the city a mobilehome park rent stabilization program administration fee in the sum of \$24.00 per year for each "mobilehome space", including both occupied and unoccupied mobilehome spaces not subject to a rental agreement in full compliance with the requirements of Civil Code Section 798.17(a) and (b). The City Council shall be authorized to increase this fee each year by the amount of the annual increase of the CPI. City staff shall determine the rise in the CPI from December to December, and round this percentage amount to the nearest Five Cents (\$.05).

C. The city clerk of the city shall forward these funds to the city manager department to administer the mobilehome park rent stabilization ordinance enacted in Article I of this chapter. Further, the city clerk of the city shall issue to each mobilehome park owner a receipt for payment of the fees required to be paid in this article.

D. Any person owing money to the city under the provisions of this article shall be liable to an action brought in the name of the city for the recovery of such amount.

**9.80.210 Late payment – Fee.**

A service fee equal to one and one-half percent per month will be charged on all late payments of administration fees under this chapter.

**9.80.220 City Manager Authorized to Promulgate Rules and Regulations.**

Subject to the approval of the City Council, the city manager is authorized to adopt and promulgate rules and regulations not inconsistent with this chapter and which implement the provisions of this chapter.

## APPENDIX A

IMPORTANT NOTICE TO PROSPECTIVE HOMEOWNER REGARDING THE PROPOSED RENTAL AGREEMENT FOR THE MOBILE HOME PARK.

PLEASE TAKE NOTICE THAT THIS RENTAL AGREEMENT CREATES A TENANCY WITH A TERM IN EXCESS OF TWELVE MONTHS.

BY SIGNING THIS RENTAL AGREEMENT, YOU ARE EXEMPTING THIS MOBILE HOME SPACE FROM THE PROVISIONS OF THE CITY OF Sonoma MOBILE HOME RENT STABILIZATION ORDINANCE FOR THE TERM OF THIS RENTAL AGREEMENT.

THE CITY OF SONOMA MOBILE HOME RENT STABILIZATION ORDINANCE AND THE STATE MOBILE HOME RESIDENCY LAW (CALIFORNIA CIVIL CODE SEC. 798 et seq.) GIVE YOU CERTAIN RIGHTS. BEFORE SIGNING THIS RENTAL AGREEMENT YOU MAY CHOOSE TO SEE A LAWYER.

UNDER THE PROVISIONS OF STATE LAW, YOU HAVE A RIGHT TO BE OFFERED A RENTAL AGREEMENT FOR:

- (1) A TERM OF TWELVE MONTHS, OR
- (2) A LESSER PERIOD AS YOU MAY REQUEST, OR
- (3) A LONGER PERIOD AS YOU AND THE MOBILE HOME PARK MANAGEMENT MAY AGREE. YOU HAVE A RIGHT TO REVIEW THIS AGREEMENT FOR 30 DAYS BEFORE ACCEPTING OR REJECTING IT.

IF YOU SIGN THE AGREEMENT YOU MAY CANCEL THE AGREEMENT BY NOTIFYING THE PARK MANAGEMENT IN WRITING OF THE CANCELLATION WITHIN 72 HOURS OF YOUR EXECUTION OF THE AGREEMENT.

IT IS UNLAWFUL FOR A MOBILE HOME PARK OWNER OR ANY AGENT OR REPRESENTATIVE OF THE OWNER TO DISCRIMINATE AGAINST YOU BECAUSE OF THE EXERCISE OF ANY RIGHTS YOU MAY HAVE UNDER THE CITY OF SONOMA MOBILE HOME RENT REVIEW LAW, OR BECAUSE OF YOUR CHOICE TO ENTER INTO A RENTAL AGREEMENT WHICH IS SUBJECT TO THE PROVISIONS OF THAT LAW.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

Section 3. Effective date. This ordinance shall become effective 30 days after the date of adoption.

Section 4. Posting. This ordinance shall be published in accordance with applicable provisions of law, by either:

publishing the entire ordinance once in the Sonoma Index Tribute, a newspaper of general circulation, published in the City of Sonoma, within fifteen (15) days after its passage and adoption, or

publishing the title or appropriate summary in the Sonoma Index Tribune at least five (5) days prior to adoption, and a second time within fifteen (15) days after its passage and adoption with the names of those City Councilmembers voting for and against the ordinance.

\*\*\*\*\*

PASSED, APPROVED AND ADOPTED by the City Council of the City of Sonoma this 18<sup>th</sup> day of April 2016.

  
\_\_\_\_\_  
Laurie Gallian, Mayor

ATTEST:

  
\_\_\_\_\_  
Gay Johann  
Assistant City Manager/City Clerk

State of California )  
County of Sonoma )  
City of Sonoma )

I, Gay Johann, City Clerk of the City of Sonoma, do hereby certify that the foregoing Ordinance was adopted on April 18, 2016 by the following vote:

AYES:	Hundley, Cook, Gallian, Agrimonti, Edwards
NOES:	None
ABSENT:	None

  
\_\_\_\_\_  
Gay Johann  
Assistant City Manager/City Clerk