

Chapter 20.04 - GENERAL PROVISIONS

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20.04.010 - Findings.

The city council finds as follows:

A.

There is presently within the city and the surrounding areas, a shortage of lots for the placement of mobilehomes.

B.

Mobilehomes presently constitute an important source of housing for persons of low and moderate income.

C.

A large number of persons living in mobilehomes are elderly, some of whom live on small fixed incomes. These persons may expend a substantial portion of their income on rent and may not be able to afford other housing within the city.

D.

There is an extremely low vacancy rate in mobilehome parks within the city, with no lots presently available in some or all of the mobilehome parks within the city.

E.

Rents for lots within mobilehome parks have, in the few years preceding adoption of the Rent Stabilization Ordinance codified in this title by the city, increased substantially, in parks within the city and other areas of the state.

F.

Homeowners residing in mobilehome parks have very limited mobility because it is difficult and costly to move mobilehomes; therefore, such homeowners are forced to accept and pay substantially increased rents.

G.

There is a potential for damage while moving mobilehomes from one site to another and a considerable amount of cost for landscaping, awning installations, and site preparation after such a move.

H.

The San Rafael general plan 2000 housing policy H-8 recommends maintaining the city's existing stock of lower cost units of which the Contempo Marin Mobilehome Park is an example.

I.

Owners and/or operators of mobilehome parks provide an important housing source for residents of the city. Unduly restrictive rent review ordinances can operate to discourage the establishment of new and the expansion of existing mobilehome parks in the city; to encourage owners to convert their mobilehome parks to other uses; and adversely affect the maintenance and other services offered by mobilehome parks, thereby exacerbating the shortage of mobilehome lots and the quality of life in mobilehome parks.

J.

It is the purpose of this title to establish a speedy and efficient method of reviewing rent increases in mobilehome parks to protect homeowners from arbitrary, capricious or unreasonable rent increases while insuring owners and/or operators and investors a fair and reasonable return and encouraging competition in the provision of mobilehome lots.

K.

Vacancy Control. The initial Mobilehome Rent Stabilization Ordinance, No. 1564, contained vacancy control provisions at its first reading; and

Said ordinance was thereafter revised to exempt from coverage space rent or space rent increases upon the transfer of ownership of a mobilehome where the mobilehome remains in the park, sometimes referred to as "vacancy decontrol"; and

Said revisions were made in response to the decision of the United States Court of Appeal for the Ninth Circuit in Hall v. City of Santa Barbara; and

The decision of the United States Supreme Court in Yee v. Escondido effectively overruled Hall v. City of Santa Barbara, and the Yee opinion found that vacancy control of rents on in-place transfers of mobilehomes does not constitute a physical taking of property without just compensation; and

The council finds that the city's policy to continue rent control protection for all mobilehome parks in the city, has proven useful in stabilizing rent in mobilehome parks; and

Establishment of rent regulations on spaces where ownership of the mobilehome is transferred but the mobilehome remains, sometimes referred to as "vacancy control," is an important part of rent control policy as it protects mobilehome owners from excessive space rent increases and permits sales of mobilehomes without "unconscionable" rent increases to the new owner; and

Rent control regulations, including vacancy control can assist in protecting affordable housing in combination with city programs and actions to help provide a variety of housing types within a range of costs affordable to the low and very low income households; and

A significant number of residents have become residents following the effective date of Ordinance No. 1564 on October 16, 1989, and were required to pay a rental rate substantially higher than comparable spaces; and

Many residents of such spaces are senior citizens on fixed incomes and have been forced to pay unnecessarily high rents and/or have been constrained in their ability to sell their mobilehomes.

This city council desires to enact a measure that would regulate rent increases upon in-place transfers of mobilehomes.

L.

The city council has reviewed the findings above set forth in subsections A through K of this section and finds them to be still true and correct and continues to find a profound need for continued mobilehome rent stabilization.

(Ord. 1654 (20.01.010), 1993).

20.04.020 - Definitions.

A.

"Arbitration" is a process much like a trial where the arbitrator listens to both sides and makes a decision (called an award) for the disputing parties.

B.

"Capital improvements" means those new improvements which directly and primarily benefit and serve the existing mobilehome park homeowners by materially adding to the value of the mobilehome park, appreciably prolonging its useful life, or adapting it to new uses, and which are required to be amortized over the useful life of the improvements pursuant to the provisions of the Internal Revenue Code and the regulations issued pursuant thereto. "Capital improvements costs" means all costs reasonably and necessarily related to the planning, engineering and construction of capital improvements and shall include debt service costs, if any, incurred as a direct result of the capital improvement.

C.

"Capital replacement" means the substitution, replacement or reconstruction of a piece of equipment, machinery, streets, sidewalks, utility lines, landscaping, structures or part thereof of a value of five thousand dollars (\$5,000.00) or more which materially benefits and adds value to the mobilehome park. "Capital replacement costs" means all costs reasonably and necessarily related to the planning, engineering and construction of capital replacement and shall include debt service costs, if any, incurred as a direct result of the capital replacement.

D.

"Debt service costs" means the periodic payment or payments due under any security or financing device which is applicable to the mobilehome park including any fees, commissions, or other charges incurred in obtaining such financing.

E.

"Representative" means a person appointed in writing by an owner, an operator, a homeowner, or a group of homeowners and authorized to represent the interest of, negotiate on behalf of, and bind the appointing party.

F.

"Filing" means actual receipt of the item being filed by the person designated in this chapter to receive the item, or by his or her designee.

G.

"Maintenance and operation costs" means all expenses, exclusive of costs of debt service, costs of capital improvements, and costs of capital replacement, incurred in the operation and maintenance of the mobilehome park, including but not limited to: real estate taxes, business taxes and fees (including fees payable by landlords under this chapter), insurance, sewer service charges, utilities, janitorial services, professional property management fees, pool maintenance, exterior building and grounds maintenance, supplies, equipment, refuse removal, and security services or systems.

H.

"Mobilehome" means a structure as defined in Section 798.3 of the Civil Code as follows:

"Mobilehome" is a structure designed for human habitation and for being moved on a street or highway under permit pursuant to Section 35790 of the Vehicle Code. Mobilehome includes a manufactured home, as defined in Section 18007 of the Health and Safety Code, and a mobilehome, as defined in Section 18008 of the Health and Safety Code, but does not include a recreational vehicle, as defined in Section 799.24 of this code and Section 18010 of the Health and Safety Code or

a commercial coach as defined in Section 18001.8 of the Health and Safety Code.

I.

"Mobilehome owner" or "homeowner" means any person legally occupying a mobilehome dwelling unit pursuant to ownership thereof within a mobilehome park and holding a rental or lease agreement with the park owner.

J.

"Operator" means the owner, operator, or property manager of a mobilehome park within the city.

K.

"Owner" means the owner or lessor of real property used for a mobilehome park within the city.

L.

"Rent" means the consideration, including any bonus, benefits or gratuity, demanded or received in connection with the use and occupancy of a mobilehome lot in a mobilehome park, including services and amenities, and for the use of real property used for the operation of a mobilehome park, but exclusive of any amounts paid for the use of the mobilehome dwelling unit.

M.

"Rent increase" means any additional rent demanded of or paid by a homeowner for a rental lot and related amenities, including any reduction or elimination of amenities without a corresponding reduction in the moneys demanded or paid for rent, and any additional rent demanded of or paid by an operator for rental of real property used for the operation of a mobilehome park. Any portion of a rent increase assessed for capital replacements or capital improvements shall be separately identified and shall not be included in the base rent.

N.

"Rental lot" means a lot rented in a mobilehome park or offered for rent in the city for the purpose of occupancy by a mobilehome with all services connected with the use of occupancy thereof.

O.

"Services" means those facilities which enhance the use of the rental lot, including, but not limited to, repairs, replacement, maintenance, painting, heat, hot and cold water, utilities, security devices, laundry facilities and privileges, janitorial service, refuse removal, telephone service, and meeting, recreational, and other facilities in common areas of the mobilehome park in which the lots are located.

(Ord. 1743 § 1, 1999; Ord. 1654 (20.02.020), 1993).

20.04.030 - Applicability.

The provisions of this title apply only to mobilehome parks which contain mobilehomes as defined in this title and to the mobilehomes within such parks.

(Ord. 1654 (20.03.030), 1993).

20.04.040 - Notice requirements.

Any owner/operator wishing to claim an exemption from this title based upon Civil Code Section 798.17 shall provide the following notice to any person and in the manner specified in this section.

A notice which conforms to the following language and printed in bold capital letters of the same type size as the largest type size used in the rental agreement shall be presented to any prospective purchaser at the time of presentation of a rental agreement creating a tenancy with a term greater than twelve (12) months:

IMPORTANT NOTICE TO PROSPECTIVE PURCHASER REGARDING THE PROPOSED RENTAL AGREEMENT FOR MOBILEHOME 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 MOBILEHOME SITE FROM THE PROVISIONS OF THE CITY OF SAN RAFAEL MOBILEHOME RENT STABILIZATION ORDINANCE FOR THE TERM OF THIS RENTAL AGREEMENT. THE CITY OF SAN RAFAEL MOBILEHOME RENT STABILIZATION ORDINANCE AND THE STATE MOBILEHOME RESIDENCY LAW (CALIFORNIA CIVIL CODE SECTION 798 et seq.) GIVE YOU CERTAIN RIGHTS. BEFORE SIGNING THIS RENTAL AGREEMENT YOU MAY CHOOSE TO SEE A LAWYER. UNDER THE PROVISIONS OF THE MOBILEHOME RENT STABILIZATION ORDINANCE, 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 MOBILEHOME PARK MANAGEMENT MAY AGREE. YOU HAVE A RIGHT TO REVIEW THIS AGREEMENT FOR AT LEAST 30 DAYS BEFORE ACCEPTING OR REJECTING IT. IF YOU SIGN THE AGREEMENT, YOU MAY CANCEL THE AGREEMENT BY NOTIFYING THE PARK MANAGEMENT IN WRITING WITHIN 72 HOURS OF YOUR EXECUTION OF THE AGREEMENT. IT IS UNLAWFUL FOR A MOBILEHOME 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 SAN RAFAEL MOBILEHOME RENT STABILIZATION ORDINANCE, OR BECAUSE OF YOUR CHOICE TO ENTER INTO A RENTAL AGREEMENT WHICH IS SUBJECT TO THE PROVISIONS OF THAT LAW.

The notice shall contain a place for the prospective purchaser to acknowledge receipt of the notice and shall also contain an acknowledgment signed by owner/operator that the notice has been given to the prospective purchaser according to this section. A

copy of the notice executed by owner/operator shall be provided to the prospective purchaser.

(Ord. 1654 (20.03.040), 1993).

20.04.050 - Purchaser's rights.

A prospective purchaser of a mobilehome which is subject to an in-place transfer shall have all the same rights as a homeowner, as defined in Civil Code Section 798.18 including:

A.

The right to be offered a rental agreement for (1) a term of twelve (12) months, or (2) a lesser period as the homeowner may request or (3) a longer period as mutually agreed upon by both the homeowner and management.

B.

The right to reject the offer of a rental agreement in excess of twelve (12) months and instead accept a rental agreement for a term of twelve (12) months or less from the date the offered rental agreement begins.

C.

The owner/operator of any park shall file a standard multiyear residency agreement in the office of the city clerk. A standard form of written rejection approved by the city attorney's office shall also be filed in the office of the city clerk. A prospective purchaser may elect to reject a rental agreement in excess of twelve (12) months by executing the standard form of written rejection which incorporates applicable terms and conditions of the owner's standard multiyear residency agreement on file in the office of the city clerk. The execution of said written rejection shall be deemed to be a rental agreement between the purchaser and the owner with a month-to-month tenancy and with the rent limitations as set forth in this chapter sufficient for compliance with Civil Code Section 798.75(a).

(Ord. 1654 (20.03.050), 1993).

20.04.060 - Administration.

The city manager shall establish administrative procedures for the implementation of this title.

(Ord. 1654 (20.10.260), 1993).

Chapter 20.08 - RENT INCREASES

Sections:

[20.08.010 - Increases subject to review—Exceptions.](#)

[20.08.020 - Notices.](#)

[20.08.030 - Limitations on rent increases.](#)

20.08.010 - Increases subject to review—Exceptions.

A.

Except as provided in subsection B of this section, any rent increase including rent on change of ownership as hereinafter defined under subsection C of this section, Vacancy Control, proposed to take effect on or after February 1, 1993, shall be subject to this title.

B.

The following rent increases shall be exempt from review under this title.

1.

Except as provided in subsections (B)(2) and (3) of this section any rent increase for any mobilehome lot in any twelve (12) month period which is equal to or less than the rent charged on the date twelve (12) months prior to the date the increase is to take effect, multiplied by a cost of living factor and rounded off to the nearest dollar. The cost of living factor shall be seventy-five percent (75%) of the CPI/C, where the CPI/C shall mean the percentage change in the consumer price index ("CPI") for California, All Urban Consumers, San Francisco-Oakland-San Jose areas, as published by the Bureau of Labor Statistics, San Francisco, over the most recent twelve month period for which figures are available through the month before the month preceding the date notice of the rent increase is given. The most recently published CPI figure available at the time the rent increase notice is given shall be used for the calculation. The city of San Rafael will supply each owner and/or operator the published CPI figure to be used in any rent increase. Each owner and/or operator shall post such document in a conspicuous place in the park office or office area, where it can easily be seen by the park homeowners. Capital replacement and/or capital improvement assessment(s) shall not be included in the base rent nor eligible for automatic CPI increases under this section.

2.

Mobilehome spaces where the homeowner and the mobilehome owner/operator have entered into a negotiated lease agreement that exempts the space in accordance with subdivision (b) of Civil Code Section 798.17.

3.

Mobilehome spaces that are "new construction" as defined in Civil Code Section 798.7 and as exempted in accordance with Civil Code Section 798.45.

C.

Vacancy Control. When a mobilehome is transferred by the homeowner to another with the mobilehome remaining on the space, it is sometimes referred to as an "in-place transfer." No increase in rent shall be imposed upon an in-place transfer of a mobilehome.

When a mobilehome space becomes vacant and the mobilehome which is located thereon is removed from the space, the space rental shall not be increased upon re-rental of the space unless otherwise exempted under the provisions of subsections (B)(2) and (3) of this section.

D.

Base Rent Provisions. In the event a mobilehome space is exempted from the provisions of this title by reason of the existence of a space rent agreement that meets the requirements of Civil Code Section 798.17, and that agreement expires, the base space rent for that space shall be the space rent in effect for that space immediately preceding the expiration of the agreement.

In the event a mobilehome space was subject to the space rent restrictions of this title and between October 16, 1989 and February 1, 1993, was subject to an in-place transfer, the space rent that was demanded by the park owner immediately preceding February 1, 1993, shall be the base space rent for the space.

E.

Freeze. Notwithstanding the provision for annual adjustment of space rents as provided in subsection (B)(1) of this section, a freeze in space rent shall be effected as set forth below for spaces where a mobilehome space was exempted from the space rental provisions of this title by reason of the existence of a space rent agreement in accordance with Civil Code Section 798.17 and that agreement expires or where there has been an in-place transfer of a mobilehome between October 16, 1989 and February 1, 1993.

The base space rent for said spaces shall remain frozen until such time as the base rent is less than or equal to the rent said space would have been under the Rent Stabilization Ordinance. Upon attainment of the level set forth in the preceding sentence, the space rent freeze provided for in this paragraph shall be lifted and the rent limitations of subsection B of this section shall then apply.

In the event the rent that a particular space would be if the space had been subject to the provisions of this title under rent stabilization cannot be determined for any reason, the base rent for said space shall remain frozen until such time that the lowest rent for a comparable space in a park on February 1, 1993, where no space rent agreement that was exempt from the provisions of this title expired or where no in-place transfer took place between October 16, 1989 and February 1, 1993 attains the same level as the base rent determined in accordance with subsection D of this section for said space. Thereafter the provisions of subsection (B)(1) of this section shall then apply.

The owners shall not have any obligation to return any rents heretofore collected under exempt rental agreements or under rent control ordinances numbers 1564, 1584 and 1644. Ordinance number 1644 was not intended to impose on owners any obligation to roll-back rents at mobilehome parks in San Rafael.

The freeze provisions of this subsection are to only have prospective application from the effective date of Ordinance No. 1644.

(Ord. 1743 § 2, 1999; Ord. 1654 (20.04.040), 1993).

20.08.020 - Notices.

The owner/operator is required to furnish to the city manager or an authorized designee at least ninety (90) days before the effective date of any rent increase, a complete list of the existing rent for each space within the park together with a copy of any rental agreement or lease applicable to all spaces within the park. The lease or rental agreement is required to show the commencement and expiration date as well as the initial rent applicable under the agreement.

Ninety (90) days prior to any increase in rents, the operator shall provide each homeowner and the owner shall provide each operator with written notice setting the amount of the proposed increase, the then current rent and whether or not in the owner's and/or operator's opinion such increase is exempt from review under the provisions of this title.

(Ord. 1654 (20.05.050), 1993).

20.08.030 - Limitations on rent increases.

Each park operator shall, by November 1, 1989, establish an anniversary date for all rent increases, and such yearly increases, if any, except as specified below, shall be enacted only on the anniversary date of that park, which date shall also be posted in the park office or office area where it can easily be seen by the homeowners. The increases allowed by the terms of this

title shall be applied equally on such annual basis to all lots subject to an increase as provided herein. The operator shall notify the city manager's office in writing of such anniversary date on or before November 1, 1989.

The operator, in calculating the amount of increase allowed, shall use the average rent per lot subject to the terms of this title. This figure shall be determined by dividing the number of lots subject to the terms of this title into the total gross rent receipts received from those lots. The CPI increase shall then be applied to that average lot rent, to determine the actual dollar increase.

The owner, in calculating the amount of increase allowed, shall apply increases as allowed in Section 20.08.010(B) to the current yearly rent to determine the actual dollar increase.

After the calculations showing the amount of anticipated increase and how the increase was determined has been approved and reviewed by the city manager or his or her designee, said calculations and method determining the increase shall both be posted in the park office or office area where it can easily be seen by the homeowners and a declaration of posting shall be forwarded to the city manager's office within five (5) days thereafter.

Failure to timely comply with the provisions of Sections 20.08.020 and 20.08.030 shall defer the effective date of any proposed annual increase until ninety (90) days after compliance.

(Ord. 1654 (20.06.060), 1993).

Chapter 20.12 - RENTAL DISPUTE HEARING PROCESS

Sections:

[20.12.010 - Petition filing.](#)

[20.12.020 - Filing fees.](#)

[20.12.030 - Consultant services.](#)

[20.12.040 - Supporting information.](#)

[20.12.050 - Submission of petition by owner or operator.](#)

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[20.12.100 - Arbitration—Paying all costs.](#)

[20.12.110 - Standards of reasonableness to be applied to rent increases.](#)

20.12.010 - Petition filing.

Within forty-five (45) days after the notice provided in 20.08.020, upon the written petition of more than twenty-five percent (25%) of the homeowners of any mobilehome park without rental agreements exempt in accordance with Civil Code Section 798.17 filed with the city clerk as set forth in this title, the rental dispute hearing process may be invoked. A copy of the petition shall be provided to the operator or representatives at the same time. The petition shall include the names, addresses, and telephone numbers of the authorized homeowner representatives. The petition shall also include such supporting materials as the city manager shall prescribe including, but not limited to, a copy of the owner's notice of space rent increase. The petition shall be verified.

(Ord. 1654 (20.07.070(A)), 1993).

20.12.020 - Filing fees.

The fee for filing a petition shall be two (2) times the then current daily rate for American Arbitration Association services. Upon receipt of the petition and filing fee from homeowners, the city manager shall notify the owner/operator of the receipt of the petition and shall require from the owner/operator a like fee. The filing fees may be adjusted by resolution of the city council from time to time to cover administrative costs and the cost of arbitration services.

(Ord. 1654 (20.07.070(B)), 1993).

20.12.030 - Consultant services.

The city manager may, from time-to-time, employ the services of an accountant to supply information to the arbitrator such as the past twelve (12) months' CPI, a profit income to revenue statement, a profit income to investment statement, or such other financial data as may be independently required for or requested by the arbitrator. The fees for the consultant services may be paid

from the filing fees or by the city from redevelopment low and moderate income set aside funds.

(Ord. 1654 (20.07.070(C)), 1993).

20.12.040 - Supporting information.

Within thirty (30) days after the filing of a petition, the homeowners and the owner/operator shall file with the city clerk all information reasonably available in support of or opposition to any proposed increase of rent. Copies of said supporting information shall be provided to the opposing party and the arbitrator.

(Ord. 1654 (20.07.070(D)), 1993).

20.12.050 - Submission of petition by owner or operator.

Any Operator or owner whose mobilehome park is subject to the provisions of this title and who seeks to increase rent in excess of the provisions of this title, or contends that the freeze of rents as provided by Section 20.08.010(E) does not result in a just and reasonable return shall be required to invoke the hearing process by a petition filed with the city clerk which shall be heard and processed in the same manner as provided in this title for homeowner applications; provided, that the owner/operator shall notify, in writing, all homeowners or operators subject to such rental increase with proof of service of such notification listing the names and addresses of each affected homeowner and/or operator.

(Ord. 1654 (20.07.070(E)), 1993).

20.12.060 - Appointment of arbitrator.

The city manager shall appoint the arbitrator. The parties may submit to the city manager a list of three nominees who are members of the American Arbitration Association. The city manager may also consider retired judges of courts of record, or additional members of the American Arbitration Association or other experienced professional arbitrators. The city manager will give deference to any nominee agreed to by the parties. The arbitrator shall not own any interest in a mobilehome park, or be the operator of a mobilehome park or be a resident of a mobilehome park.

(Ord. 1654 (20.07.070(F)), 1993).

20.12.070 - Arbitration hearing.

The arbitrator shall set a hearing within thirty (30) days after the date the arbitrator was selected.

Any party or their counsel may appear and offer such documents, testimony, written declarations or other evidence as may be pertinent to the proceedings. The hearing may be continued at the request of each party for not to exceed ten (10) days. The arbitrator may continue the hearing for a reasonable time upon a showing of good cause. The burden of proving the amount of a rent increase is reasonable shall be on the owner by a preponderance of the evidence. The hearing need not be conducted according to technical rules of evidence.

The arbitrator shall render within fifteen (15) days of the hearing a written decision together with the reasons for said decision determining the amount of allowable rent increase, if any, in accordance with the standards of Section 20.12.110.

(Ord. 1654 (20.07.070(G)), 1993).

20.12.080 - Recording.

The party requesting arbitration shall arrange to have a court reporter present to record the proceeding before the arbitrator.

(Ord. 1654 (20.07.070(H)), 1993).

20.12.090 - Appeal.

Upon the written request of any party within fifteen (15) days of the arbitrator's decision, the decision of the arbitrator can be appealed and reviewed by the city council. The appeal shall consist of a review of the record of the proceedings before the arbitrator and upon a showing of good cause in accordance with the provisions of the Code of Civil Procedure Section 1094.5(e), the city council may permit additional evidence at the hearing on the appeal. The appealing party shall cause a transcript to be

prepared by the certified court reporter. Within fifteen (15) days after the original transcript is filed with the city clerk the appeal will be set for hearing. The city council may affirm, modify or reverse the decision of the arbitrator. The decision of the city council is final. The decision of the city council will be subject to the provision of California Code of Civil Procedure Section 1094.5.

(Ord. 1654 (20.07.070(l)), 1993).

20.12.100 - Arbitration—Paying all costs.

The party requesting arbitration shall be responsible for paying all costs associated with the selection and retention of the arbitrator; provided, that if the arbitration is requested by the owner/operator, and the final arbitration award is eighty percent (80%) or more of the increase requested by the owner/operator, not previously granted by an arbitrator, the owner/operator shall be allowed to pass the costs through to the homeowners, spread over a one (1) year period in addition to any increase allowed. If the arbitration is requested by the homeowners and the final arbitration award is eighty percent (80%) or more of the reduction requested by the homeowners, not previously granted by an arbitrator, the operator shall refund such cost in a lump sum to the homeowners within thirty (30) days to be distributed to the contributing homeowners in accordance with their contributions.

(Ord. 1654 (20.10.130), 1993).

20.12.110 - Standards of reasonableness to be applied to rent increases.

A.

Standards of reasonableness applicable to rent increases in order to assure owner and/or operator a fair and reasonable return to be considered by the arbitrator are:

1. The rental history of the mobilehome park, including:
 - a. The presence or absence of past increases,
 - b. The frequency of past rent increases and the amounts,
 - c. The owner and/or operator's response to any tax-reduction measure,
 - d. The occupancy rate of the mobilehome park in comparison to comparable units in the same general area;
2. The physical condition of the mobilehome park, including the quantity and quality of maintenance and repairs performed during the last twelve (12) months;
3. Any increases or reductions in services during the twelve (12) months prior to the effective date of the proposed increase;
4. Other financial information which the owner and/or operator are willing to provide;
5. Existing market value of rents for mobilehome spaces in communities with housing comparable to San Rafael;
6. Cost to replace the park;
7. Changes in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose areas published by the Bureau of Labor Statistics;
8. Any costs incurred as a result of a natural disaster and only to the extent such costs have not been reimbursed to the owner by insurance or other sources;
9. The arbitrator shall not consider changes in operating or other expenses caused by the park owner's refinancing of the park.

B.

In determining an owner and/or operator's fair and reasonable return, the arbitrator shall consider all relevant factors, such as the owner's and/or operator's investment in the mobilehome park and the owner's net operating income; provided, that the determination may include a review of the replacement cost of the park.

In any determination of what constitutes a reasonable rent increase under the circumstances, the arbitrator shall consider and weigh evidence establishing the nature and extent of any violations by either the owner, the operator, or homeowners of the city building and housing codes. Any rent increase may be disallowed, reduced, or made subject to reasonable conditions, depending on the severity of such violations.

Chapter 20.16 - REMEDIES—VIOLATIONS—PENALTIES

Sections:

[20.16.010 - Services.](#)

[20.16.020 - Fair return hearing.](#)

[20.16.030 - Retaliation.](#)

[20.16.040 - Civil remedies.](#)

[20.16.050 - Penalties.](#)

20.16.010 - Services.

During the term of operation of this title, no operator shall reduce or eliminate any service to any rental lot unless a proportionate share of the cost savings, due to such reduction or elimination, is simultaneously passed on to the homeowner in the form of a decrease in existing rent or a decrease in the amount of a rent increase otherwise proposed and permitted by this chapter.

(Ord. 1654 (20.10.190), 1993).

20.16.020 - Fair return hearing.

In the event an owner invokes the rental dispute process by reason of the freeze provisions contained in Section 20.08.010(E) the owner shall include in the petition the following additional information:

1. The name and address of the mobilehome park owner;
2. The name of the mobilehome park;
3. For each mobilehome space subject to a freeze by reason of an in-place transfer or expiration of a rental agreement in excess of twelve (12) months:
 - a. The number of the lot or space on which the mobilehome is located together with an executed copy of the most recent rental agreement for said space,
 - b. The name and address of the transferor of the mobilehome,
 - c. The name and address of the transferee of the mobilehome,
 - d. The date of transfer,
 - e. The rent charged prior to transfer,
 - f. The rent charged following the transfer,
 - g. The rent proposed as a fair and reasonable return,
 - h. All previous transfers of the mobilehome located in the affected mobilehome space since October 16, 1989, together with the information requested in subdivisions (a) through (g) for each such transfer;
4. The name and address of the person who signed the notice;
5. The park owner shall mail a copy of the petition to all mobilehome owners whose rents are the subject of the petition. The petition shall contain a proof of service that a copy of the petition was mailed to all such mobilehome owners;
6. The park owner shall bear the burden of proving by a preponderance of the evidence at the hearing that because of the rent freeze, the park owner is unable to obtain a fair and reasonable return;
7. The fair and reasonable return hearing shall be in accordance with the arbitration proceedings of Chapter 20.12.

(Ord. 1654 (20.10.205), 1993).

20.16.030 - Retaliation.

A.

No operator shall in any way retaliate against any homeowner for the homeowner's assertion or exercise of any right under this title. Such retaliation shall be subject to suit for actual and punitive damages, injunctive relief and attorney's fees and costs. Such retaliation shall also be an available defense in an unlawful detainer action.

No owner shall in any way retaliate against any operator for the operator's assertion or exercise of any right under this title. Such retaliation shall be subject to suit for actual and punitive damages, injunctive relief and attorney's fees and costs. Such retaliation shall also be an available defense in an unlawful detainer action.

B.

No homeowner shall in any way retaliate against any operator for the operator's assertion or exercise of any right under this title. Such retaliation shall be subject to suit for actual and punitive damages, injunctive relief and attorney's fees and costs.

No homeowner shall in any way retaliate against any owner for the owner's assertion or exercise of any right under this title. Such retaliation shall be subject to suit for actual and punitive damages, injunctive relief and attorney's fees and costs.

(Ord. 1654 (20.10.210), 1993).

20.16.040 - Civil remedies.

If any owner or operator demands, accepts, receives, or retains any payment of rent in excess of the maximum lawful lot rent, as determined under this title, the homeowners of such park affected by such violation, individually or by class action, may seek relief in a court of appropriate jurisdiction for injunctive relief and/or damages. In any such court proceeding, the prevailing party shall be awarded his reasonable attorney's fees and the court, in its discretion and in addition to any other relief granted or damages awarded, shall be empowered to award to each affected homeowner civil damages in the sum of not more than three (3) times the total monthly lot rent demanded by the operator from each such homeowner.

If any owner demands, accepts, receives or retains any payment of rent in excess of the maximum lawful lot rent, as determined under this title, the operators of such park affected by such violation, individually or by class action, may seek relief in a court of appropriate jurisdiction for injunctive relief and/or damages. In any such court proceeding, the prevailing party shall be awarded his reasonable attorney's fees and the court, in its discretion and in addition to any other relief granted or damages awarded, shall be empowered to award to each affected operator civil damages in the sum of not more than three (3) times the total monthly lot rent demanded by the owner from each such operator.

(Ord. 1654 (20.10.220), 1993).

20.16.050 - Penalties.

Any person, firm, or corporation violating any of the provisions of this title shall be deemed guilty of a misdemeanor and such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of the provisions of this title is committed, continued or permitted, and upon conviction of any such violation, such person shall be punishable by a fine of not more than five hundred dollars (\$500.00), or by imprisonment for not more than six (6) months, or both such fine and imprisonment.

(Ord. 1654 (20.10.230), 1993).