

ORDINANCE NO. 3422

**AN ORDINANCE OF THE CITY OF CORONA,
CALIFORNIA, ADDING CHAPTER 5.47 TO TITLE 8 OF
THE CORONA MUNICIPAL CODE ESTABLISHING
MOBILEHOME PARK RENT STABILIZATION
PROVISIONS**

WHEREAS, Article XI, Section 7 of the California Constitution authorizes cities to make and enforce within their limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, there is currently one (1) mobilehome park owned by its residents operating in the City of Corona (“City”), which park is exempt from this rent stabilization ordinance; and

WHEREAS, there are currently ten (10) mobilehome parks owned by mobilehome park owners operating in the City, with a total of approximately 1,143 mobilehome spaces, which parks are the subject of this rent stabilization ordinance; and

WHEREAS, residents in such subject mobilehome parks typically own their mobilehome as personal property and rent the space on which the mobilehome sits from the owner of the mobilehome park; and

WHEREAS, the relative immobility of mobilehomes, the substantial investment involved in the purchase of a mobilehome, and the expense, difficulty, and risk of damage in moving a mobilehome has created a captive market of mobilehome owners and tenants in the City; and

WHEREAS, mobilehome owners within the City requested that City Council consider adopting a an ordinance that regulates annual mobilehome space rent increases; and

WHEREAS, at the direction of the City Council, the City’s consultant, RSG, Inc. (“RSG”), conducted research and analyzed data about the local mobilehome housing market, including space rents, collected feedback from mobilehome owners and park owners to determine whether the City has a legitimate government interest to adopt a mobilehome rent stabilization ordinance, and prepared the Mobilehome Park Rent Stabilization Study dated October 12, 2023 (“Study”); and

WHEREAS, the Study concluded that: (1) the majority of mobilehome owners in the City qualify as low to moderate-income and are housing cost burdened, meaning they spend more than 30% of their household income on space rent, mortgage, insurance, property tax, utilities, and pass-through fees; (2) mobilehomes are more affordable than renting a market rate apartment or purchasing a condominium or single-family home in the City and only 9% of mobilehome owners surveyed could afford purchasing or renting other forms of housing in the

City; (3) the high cost of moving a mobilehome could be prohibitive for low-income residents, with the cost ranging from \$13,000 to \$35,000, and many park owners require newer mobilehomes upon move-in; (4) on average, mobilehome space rents in the City increased greater than the Consumer Price Index in 2020 and 2021, lower than the Consumer Price Index in 2022, and close to the Consumer Price Index in 2023, with mobilehome space rents increasing from 0% to 9% per year between 2020-2023; and (5) mobilehome owners in the City pay an average of \$549 in other housing costs (mortgage, insurance, property tax, utilities and pass-through fees) on top of space rents; and

WHEREAS, mobilehome parks provide a significant pool of affordable housing for very low, low, and moderate-income families, senior citizens, and disabled residents in the City; and

WHEREAS, the City Council desires to establish a rent stabilization ordinance to prevent excessive, unreasonable, and frequent rent increases, while at the same time recognizing the need of park owners to receive a just and reasonable return on their investment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The City Council finds and determines that the foregoing Recitals are true and correct and incorporates the Recitals herein.

SECTION 2. CEQA Findings. This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action establishes a rent stabilization ordinance to regulate the amount of space rent within Mobilehome Parks within the City, and there is no possibility that adopting this Ordinance will have a significant effect on the environment. Therefore, no environmental analysis is required.

SECTION 3. Addition of Chapter 5.47. Chapter 5.47 (Mobilehome Park Rent Stabilization) is hereby added to Title 8 (Business Licenses and Regulations) of the Corona Municipal Code to read as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

SECTION 4. Severability. If any provision or clause of this Ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 5. Conflicting Ordinances. This Ordinance shall supersede all other previous City Council resolutions and ordinances that may conflict with, or be contrary to, this Ordinance.

SECTION 6. Liberal Construction. This Ordinance shall be liberally construed to achieve the purposes of this Ordinance and to preserve its validity.

SECTION 7. Effective Date. The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in a general circulation newspaper published and circulated in the City of Corona. This Ordinance shall take effect and be in force on the 30th day after its adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2025.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California, duly held on the ____ day of _____, 2025, and thereafter at a regular meeting held on the ____ day of _____, 2025, it was duly passed and adopted by the following vote of the City Council:

AYES:
NOES:
ABSTAINED:
ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this ____ day of _____, 2025.

City Clerk of the City of Corona, California

(SEAL)

EXHIBIT “A”

**CHAPTER 5.47
MOBILEHOME PARK RENT STABILIZATION**

Sections

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5.47.010 Findings and purpose.

(A) **Substantial Investment and Costs.** Mobilehome owners have a substantial investment in their residences and appurtenances, for which space is rented or leased. Alternate sites for relocation of Mobilehomes are difficult to find or afford, due to restrictions on age, size, or style of Mobilehomes permitted in many parks, the cost to install Mobilehomes, including permits, landscaping, and site preparation, as well as the cost of moving Mobilehomes and the significant risk of damaging them while moving.

(B) **Low, Moderate and Fixed Incomes.** Mobilehomes are often occupied by senior citizens, persons on fixed incomes, and persons of low or moderate income, where extreme rent adjustments fall upon these individuals with particular harshness. Many Mobilehome owners have a substantial portion of their net worth invested in their Mobilehomes. The continuing possibility of unreasonable space rent increases in Mobilehome Parks threatens to diminish the value of the investment of the Mobilehome owners in their homes.

(C) **Captive Market.** The result of these conditions is the creation of a captive market of Mobilehome owners and tenants. This, in turn, contributes to the creation of an imbalance in

the bargaining relationship between Park Owners and Mobilehome owners in favor of the Park Owners.

(D) **Purpose.** It is therefore the purpose of this chapter to provide a mechanism to prevent excessive, unreasonable, and frequent rent increases in Mobilehome Parks, while at the same time recognizing the requirement for Park Owners to receive a just and reasonable return on their investment.

5.47.020 Definitions.

Unless the particular context otherwise requires, the definitions and provisions contained in this section shall govern the construction, meaning, and application of words and phrases used in this chapter. Unless the context otherwise clearly indicates, words used in the singular include the plural and words used in the plural include the singular.

Base Year Rent. The term “Base Year Rent” means any of the following, as applicable:

(1) **Rent on April 1, 2026.** The Monthly Base Rent charged for a Mobilehome Space on April 1, 2026.

(2) **Exemption expiration.** If, pursuant to Section 5.47.040, a Mobilehome Space is exempt from this chapter, the Base Year Rent for that space shall be the Monthly Base Rent in effect on the date the exemption ends.

(3) **Vacancy Rent Increase.** If a Vacancy Rent Increase is certified for a Mobilehome Space, the Base Year Rent for that space shall be the Monthly Base Rent in effect with the Vacancy Rent Increase.

Capital Improvement. The term “Capital Improvement” means the installation of new improvements or facilities, and/or the replacement or substantial reconstruction of existing improvements or facilities, which have a useful life of at least five (5) years and consist of more than ordinary maintenance or repairs. Notwithstanding the foregoing, the term “Capital Improvement” shall not include the following:

(1) Maintenance and repair, including, but not limited to, maintenance or repair of a sidewalk, street or driveway.

(2) Replacement if it is made necessary because of the Park Owner's failure to carry out its maintenance or repair responsibilities, as determined by the Department.

(3) Maintenance of physical improvements in the common facilities in good working order and condition, including, but not limited to, as required by California Civil Code Section 798.15.

(4) Additions or replacements made to bring the Mobilehome Park into compliance with a provision of federal, state, or local law, rule, or regulation, if the Mobilehome Park has not been in compliance with said provision from the time of its original construction or installation and such provision was in effect at the time of such construction or installation.

(5) Coin-operated improvements or other improvements for which a "use fee" or other charge is imposed on Mobilehome owners for their use.

Capital Improvement Petition. The term "Capital Improvement Petition" means a petition by a Park Owner for a temporary rent increase based upon the cost of a completed Capital Improvement, as authorized by Section 5.47.140.

Capital Improvement Rent Increase. The term "Capital Improvement Rent Increase" means a temporary rent increase based upon a Capital Improvement Petition, as authorized by Section 5.47.140.

Capital Improvement Subject to Vote. The term "Capital Improvement Subject to Vote" means a Capital Improvement other than the replacement or substantial reconstruction of existing improvements or facilities.

Capital Improvement Vote. The term "Capital Improvement Vote" means an election with a written ballot by which the Homeowners in a particular Mobilehome Park decide whether to authorize the Mobilehome Park to construct one or more new Capital Improvement(s) Subject to Vote and pass on the cost(s), plus interest, to the Homeowners in the form of a temporary rent increase over a period that approximates either the useful life of the Capital Improvement Subject to Vote or, if there is more than one Capital Improvement Subject to Vote, their average useful life. The ballot must include a clear description of all of the following information:

(1) **Maximum Cost.** The estimated maximum cost of the Capital Improvement(s) Subject to Vote to be passed along to the Homeowners.

(2) **Useful Life.** The useful life or average useful life of the Capital Improvement(s) Subject to Vote to be used in the determining the amortization period for the cost of the Capital Improvement(s) Subject to Vote.

(3) **Rent Increase Interest Allowance.** The estimated Rent Increase Interest Allowance to be factored into the amortization period.

(4) **Maximum Capital Improvement Rent Increase.** Using the information provided for in (1) through (3) above, the estimated maximum Capital Improvement Rent Increase to be charged each month to each Mobilehome Space in the Mobilehome Park.

City Manager. The term "City Manager" means the City Manager of the City of Corona, or their designee.

Consumer Price Index or CPI. The term “Consumer Price Index” or “CPI” means the consumer price index published by the United States Bureau of Labor Statistics for all urban consumers (CPI-U) for the Riverside-San Bernardino-Ontario, California area. If such index is for any reason no longer published, then the Mobilehome RSO Rules & Regulations shall identify any successor designation of that index that may be published or, if no successor is published, then the consumer price index published by the United States Bureau of Labor Statistics which most closely reflects the prices paid by urban consumers in the City of Corona.

CPI Annual January Change. The term “CPI Annual January Change” means the percent change in the CPI from January of a given year to January of the following year.

CPI Rent Increase. The term “CPI Rent Increase” means a rent increase based upon an annual increase in the CPI, as authorized by Section 5.47.130.

Department. The term “Department” means the Housing and Homeless Solutions Division of the City Manager’s Office for the City of Corona.

Fair Return Current Year. The term “Fair Return Current Year” means the most recently completed calendar year ending on December 31st for which a Park Owner submits a Fair Return Petition pursuant to Section 5.47.150.

Fair Return Petition. The term “Fair Return Petition” means a petition by a Park Owner for a rent increase based on the claim that the Park Owner did not receive a fair and reasonable return on investment in the Fair Return Current Year, as authorized by Section 5.47.150.

Fair Return Reference Year. The term “Fair Return Reference Year” means the 2025 calendar year. If a Mobilehome Park’s 2025 net operating income, as described in Section 5.47.150, is unknown, the Fair Return Reference Year may be an alternate calendar year mutually agreed upon by the Park Owner and the Housing Supervisor, provided that the Fair Return Reference Year that is agreed upon may not be before 2025.

Fair Return Rent Increase. The term “Fair Return Rent Increase” means a rent increase based upon a Fair Return Petition, as authorized by Section 5.47.150.

Homeowner. The term “Homeowner” means a person who meets all of the following: (1) is entitled to occupy a Mobilehome that is not exempt pursuant to Section 5.47.040; (2) is entitled to occupy such Mobilehome pursuant to their ownership thereof, or pursuant to a rental, lease, license, or other agreement with the owner thereof; and (3) has a Tenancy for a Mobilehome Space in the Mobilehome Park in which the Mobilehome is located.

Homeowner Additional Monthly Charge. The term “Homeowner Additional Monthly Charge” means any or all of the following, which shall be listed separately in the Rental Agreement and on the Homeowner Monthly Billing Statement, so long as they are authorized by the Mobilehome Residency Law and this chapter:

- (1) **Mobilehome occupancy.** Any amount paid for the use or occupancy of the Mobilehome.
- (2) **Security.** Security deposits.
- (3) **User fees.** User fees for services or facilities which may be utilized at the option of the Homeowners and are expressly not included as rent in the Rental Agreement.
- (4) **Utility charges.** Utility charges, if the Mobilehome Park bills the Homeowners separately, whether or not the Mobilehomes are individually metered.
- (5) **Mobilehome RSO Fee.** Any Mobilehome RSO Fee, or portion thereof, authorized to be charged or passed through to the Homeowner under this chapter.
- (6) **Pass-throughs.** Any other pass-throughs authorized pursuant to this chapter.

Homeowner Monthly Billing Statement. The term “Homeowner Monthly Billing Statement” means a monthly written statement by which a Park Owner specifies the rent to be paid for a Mobilehome Space and any Homeowner Additional Monthly Charges authorized to be charged by this chapter and the Mobilehome Residency Law.

Homeowner Petition. The term “Homeowner Petition” means a petition by a Homeowner for a suspension or refund of, or decrease in, rent, or other action as authorized by Section 5.47.170.

Homeowner Petition Rent Adjustment. The term “Homeowner Petition Rent Adjustment” means an action authorized by Section 5.47.170, including, but not limited to, the following:

- (1) One-time refund of Monthly Base Rent
- (2) Permanent decrease in Monthly Base Rent
- (3) One-time refund of Capital Improvement Rent Increase
- (4) Permanent decrease in Capital Improvement Rent Increase
- (5) Temporary suspension of Monthly Base Rent

Homeowner Park Representative. The term “Homeowner Park Representative” means the Homeowner elected by the Homeowners of a Mobilehome Park to represent them, as provided in Section 5.47.110.

Homeowner Share of Administrative Fee. The term “Homeowner Share of Administrative Fee” means the maximum portion of the Mobilehome RSO Administrative Fee that the City Council determines may be passed through to Homeowners on a per Mobilehome Space basis. The Homeowner Share of Administrative Fee shall be identified by the City Council in the resolution establishing or updating the Mobilehome RSO Administrative Fee. As of the

adoption of this chapter, the Homeowner Share of Administrative Fee is no more than sixty dollars (\$60.00) per year per Mobilehome Space.

Housing Services. The term “Housing Services” means all services provided by a Park Owner related to the use or occupancy of a Mobilehome Space, including, but not limited to, water and sewer, natural gas, electricity, refuse removal, management and administration, maintenance and repairs, recreation facilities (including pools), laundry facilities, storage space, parking, security services, insurance and the payment of property taxes. The term "Housing Services" shall not include legal fees, mortgage payments, whether for principal, interest, or both, bonuses of any nature paid to Mobilehome Park employees, penalties, fees, damages, or interest assessed or awarded for violations of this chapter or any other law, or any expenses for which the Park Owner has been reimbursed by any security deposit, insurance, settlement, judgment for damages, or any other method.

Housing Supervisor. The term “Housing Supervisor” means the Department’s Housing and Homeless Solutions Supervisor, or their designee.

Mobilehome. The term “Mobilehome” has the same meaning as in California Civil Code Section 798.3, as presently adopted or as may be further amended from time to time.

Mobilehome Park. The terms “Mobilehome Park” or “Park” mean any area of land in the City of Corona where two or more Mobilehome Spaces are rented, or held out for rent, to accommodate Mobilehomes used for human habitation and that is subject to the requirements of this chapter pursuant to Sections 5.47.030 and 5.47.040.

Mobilehome Residency Law. The term “Mobilehome Residency Law” means Chapter 2.5 of Title 2 of Part 2 of Division 2 of the California Civil Code (commencing with Section 798), as presently adopted or as may be further amended from time to time.

Mobilehome RSO. The term “Mobilehome RSO” or “Mobilehome Rent Stabilization Ordinance” means this Chapter 5.47, as well as the Mobilehome RSO Rules & Regulations adopted pursuant hereto.

Mobilehome RSO Administrative Fee. The term “Mobilehome RSO Administrative Fee” means a fee established by resolution of the City Council to be charged for each Mobilehome Space within the Mobilehome Park, as provided for in Section 5.47.080. This fee is intended to defray costs associated with the administration of this chapter, except those costs associated with Capital Improvement Petitions, Fair Return Petitions, and Homeowner Petitions, which costs are provided for under Sections 5.47.140, 5.47.150, and 5.47.170 respectively.

Mobilehome RSO Fees. The term “Mobilehome RSO Fees” means the following fees contemplated by this chapter to be adopted by resolution of the City Council:

- (1) Mobilehome RSO Administrative Fee
- (2) Capital Improvement Petition Fee

- (3) Fair Return Petition Fee
- (4) Homeowner Petition Fee

Mobilehome RSO Rules & Regulations. The term “Mobilehome RSO Rules & Regulations” means a set of administrative rules, regulations, standards, policies, or other requirements adopted by the City Manager, which he or she deems are necessary or convenient to carry out the purposes of this chapter.

Mobilehome Space. The terms “Mobilehome Space” or “Space” mean the site within a Mobilehome Park intended, designed, or used for the location or accommodation of a Mobilehome and any accessory structures or appurtenances attached thereto or used in conjunction therewith.

Monthly Base Rent. The term “Monthly Base Rent” means consideration paid for the use or occupancy of a Mobilehome Space or for Housing Services provided, or both. Notwithstanding the foregoing, Monthly Base Rent does not include any of the following:

- (1) Homeowner Additional Monthly Charges
- (2) Capital Improvement Rent Increases
- (3) One-time Refund of Monthly Base Rent
- (4) One-time Refund of Capital Improvement Rent Increase

Park Notice Posting Locations. The term “Park Notice Posting Locations” means both of the following locations within a Mobilehome Park: (1) a location in the Mobilehome Park office, the manager’s office or other office that is accessible and visible to all Homeowners; and (2) a location in any clubhouse, recreation building or room, auditorium, assembly room, or other prominent place within the Mobilehome Park that is accessible and visible to all Homeowners.

Park Owner. The term “Park Owner” means the owner, lessor, operator or manager of a Mobilehome Park in the city that is subject to the requirements of this chapter who receives, or is entitled to receive, rent for the use and occupancy of any Mobilehome Space, and the agent, representative or successor of any of the foregoing.

Permissible Rent Increase. The term “Permissible Rent Increase” means a rent increase expressly authorized as one of the following:

- (1) CPI Rent Increase
- (2) Capital Improvement Rent Increase
- (3) Fair Return Rent Increase
- (4) Vacancy Rent Increase

Petition Comments. The term “Petition Comments” means written comments, statements, photographs, documents, or other evidence relating to a petition.

Petitioner. The term “Petitioner” means the Park Owner or the Homeowner who submits a petition, as authorized by Sections 5.47.140 through 5.47.170.

Rental Agreement. The term “Rental Agreement” means a lease or other oral or written agreement between a Park Owner and Homeowner establishing the terms and conditions of the Tenancy.

Rent Increase Interest Allowance. The term “Rent Increase Interest Allowance” means an average of 15-year fixed-rate mortgages published in the Freddie Mac Primary Mortgage Market Survey (PMMS) as of a particular date identified in this chapter. If the Freddie Mac PMMS is for any reason no longer published, then the Mobilehome RSO Rules & Regulations shall identify any successor of that survey that may be published or, if no successor is published, then the survey which most closely reflects the mortgage rates charged by lenders in the City of Corona.

Tenancy. The term “Tenancy” means the legal right of a Homeowner to use and occupy a Mobilehome Space within a Mobilehome Park on which to locate, maintain, and occupy a Mobilehome, site improvements, and accessory structures or appurtenances pursuant to a Rental Agreement and the Mobilehome Residency Law.

Vacancy. The term "Vacancy" means any transfer of a Mobilehome from one person to another when the Mobilehome remains on the same Mobilehome Space, or a voluntary permanent removal of a Mobilehome from a Mobilehome Space in a Mobilehome Park. Notwithstanding the foregoing, the term Vacancy shall not include any of the following:

(1) Transfers among immediate relatives, defined as a spouse, registered domestic partner, parent or stepparent, child or stepchild, or sibling or stepsibling, provided that the new owner uses and occupies the Mobilehome Space as a principal residence.

(2) Transfers between co-tenants, when both co-tenants have occupied the Mobilehome for at least one (1) year and the new owner uses and occupies the Mobilehome Space as a principal residence.

(3) Transfers to a current or former spouse in connection with a property settlement agreement or decree of dissolution of marriage or legal separation, provided that the new owner uses and occupies the Mobilehome Space as a principal residence.

(4) A replacement of an existing Mobilehome on the same Mobilehome Space by another Mobilehome that is owned by the same person or persons.

Vacancy Rent Increase. The term “Vacancy Rent Increase” means a rent increase based upon a certified Vacancy, as authorized by Section 5.47.160.

5.47.030 Applicability.

Except as provided in Section 5.47.040, the provisions of this chapter shall apply to all Mobilehome Spaces in the Mobilehome Parks within the corporate limits of the city and to all

tenancies in such parks. Nothing in this chapter shall be deemed to supersede any provision of the Mobilehome Residency Law.

5.47.040 Exemptions.

(A) **Spaces which are newly constructed.** In accordance with California Civil Code Sections 798.45 and 798.7, as presently adopted or as may be amended from time to time, each newly constructed Mobilehome Space initially held out for rent after a date certain shall be exempt from this chapter for a period of years provided for therein. Presently, this exemption applies to Spaces initially held out for rent after January 1, 1990 and continues for fifteen (15) years from the date upon which the Space is initially held out for rent).

(B) **Spaces not used as principal residence.** In accordance with California Civil Code Section 798.21, as presently adopted or as may be amended from time to time, a Mobilehome Space that is not used and not occupied as a principal residence by the Homeowner, and has not been rented by the Homeowner to another party who is using and occupying the Mobilehome Space as a principal residence, is exempt from this chapter, unless and until the Space is used and occupied as a principal residence.

(C) **Spaces occupied by Mobilehomes owned by Park Owner.** Mobilehome Spaces occupied by Mobilehomes that are owned by the Park Owner are exempt from this chapter, unless and until the Mobilehome is owned by a person other than the Park Owner.

(D) **Mobilehomes and Mobilehome Spaces owned by same Homeowner.** Mobilehome Spaces where the Mobilehome and Mobilehome Space are owned by the same Homeowner, are exempt from this chapter.

5.47.050 City - Mobilehome RSO Rules & Regulations.

(A) **Adoption.** The City Manager is authorized to establish, revise, and maintain, consistent with the terms of this chapter and applicable law, the Mobilehome RSO Rules & Regulations.

(B) **Publication.** The Mobilehome RSO Rules & Regulations shall be published on the city's website and made available to the public in the office of the City Clerk.

(C) **Effective date.** The Mobilehome RSO Rules & Regulations, including any revisions thereto, shall become effective and enforceable upon the date of publication on the city's website.

5.47.060 Park Owners - Rental Agreements.

(A) **Required provisions.** Beginning on January 4, 2026, Park Owners shall include the following provisions in each Rental Agreement:

(1) **Applicable Homeowner Additional Monthly Charges.** A provision that expressly indicates which, if any, Homeowner Additional Monthly Charges the Homeowner will be charged.

(2) **Further possible Homeowner Additional Monthly Charges.** A provision that the Homeowner may be subject to further Homeowner Additional Monthly Charges that are consistent with this chapter.

(3) **Applicability of this chapter.** A provision that expressly indicates that the Homeowner's Tenancy is subject to this chapter, including Permissible Rent Increases.

(B) **Prohibited provisions and actions.** No Park Owner shall, directly or indirectly, do any of the following:

(1) **Exemption from this chapter.** Require that any Homeowner or prospective Homeowner sign a Rental Agreement that provides that it shall be exempt from this chapter or local rent control.

(2) **Rent in excess of this chapter.** Require that any Homeowner or prospective Homeowner sign a Rental Agreement that provides for rent in excess of that permitted by this chapter.

(3) **Denial of Tenancy.** Deny a Tenancy to a prospective purchaser of a Mobilehome in the Mobilehome Park on the ground that the prospective purchaser will not sign a Rental Agreement with one or more provisions prohibited by this chapter.

5.47.070 Park Owners - Homeowner Monthly Billing Statements.

(A) **Written statement.** Each month Park Owners shall issue to each Mobilehome Space a written Homeowner Monthly Billing Statement.

(B) **Itemized listings.** The Homeowner Monthly Billing Statement shall include and separately list the following items:

(1) **Monthly Base Rent.** The applicable Monthly Base Rent.

(2) **Capital Improvement Rent Increases.** Each approved Capital Improvement Rent Increase (if more than one, each shall be listed separately).

(3) **Homeowner Petition Rent Adjustments.** Each applicable Homeowner Petition Rent Adjustment (if more than one, each shall be listed separately).

(4) **Homeowner Share of Administrative Fee.** If passed through by the Park Owner, the Homeowner Share of Administrative Fee.

(5) **Homeowner Additional Monthly Charges.** Each additional applicable Homeowner Additional Monthly Charge (if more than one, each shall be listed separately).

5.47.080 Park Owners - Mobilehome RSO Administrative Fee.

(A) **Annual payment.** On or before July 1, 2026, and on or before each July 1st of each year thereafter, each Park Owner shall pay the Mobilehome RSO Administrative Fee applicable to their Mobilehome Park.

(B) **Homeowner Share of Admin Fee.** Beginning July 1, 2026, Park Owners may, but are not obligated to, pass through to Homeowners no more than the Homeowner Share of Administrative Fee on a per space basis, which shall be collected over a twelve month period in an equal amount each month and itemized separately on the Homeowner Monthly Billing Statement. As of the adoption of this chapter, the Homeowner Share of Administrative Fee is no more than sixty dollars (\$60.00) per year per Mobilehome Space, which therefore is to be charged as no more than five dollars (\$5.00) per month per Mobilehome Space.

(C) **Not part of rent.** When calculating rent adjustments, the Homeowner Share of Administrative Fee shall not be included in the calculation of Monthly Base Rent.

5.47.090 Park Owners - information submittals.

(A) **Initial submittal.** On or before January 30, 2026, each Park Owner shall submit to the Department the following information on a form approved by the Housing Supervisor:

(1) The name, business address, email address, and telephone number of each Park Owner and the nature of each ownership interest.

(2) The total number of Mobilehome Spaces in the Mobilehome Park, the Mobilehome Spaces that are vacant, and the Mobilehome Spaces that are exempted from this chapter pursuant to Section 5.47.040.

(3) A map of the Mobilehome Park with each Mobilehome Space and any facilities or amenities identified thereon.

(4) A description of the Housing Services provided by the Park Owner.

(5) The monthly rent roll for each Mobilehome Space in the Mobilehome Park for the calendar year 2025 and the term of any existing Rental Agreements.

(6) The name and mailing address of each Homeowner and the move-in date for each Homeowner.

(7) The date each Mobilehome Space was first offered for rent.

(8) Any other information deemed relevant by the Housing Supervisor for the purposes of obtaining information deemed useful and relevant to the implementation of this chapter.

(B) **Future submittals.** The Housing Supervisor may, at any time, request in writing that a Park Owner submit monthly rent rolls for each Mobilehome Space in the Mobilehome Park covering a specified time period. The Park Owner shall submit the requested information within five (5) business days of the request.

(C) **Submittal upon expiration of exemption from this chapter.** In the event a Mobilehome Space that was previously exempt from the requirements of this chapter pursuant to Section 5.47.040 becomes subject to the requirements of this chapter, the Park Owner shall submit to the Department the information required by subsection (A) of this section within thirty (30) calendar days of the exemption ending.

(D) **Submittal upon execution of new Rental Agreement.** Within five (5) business days of its execution of a Rental Agreement, the Park Owner shall submit, on a form approved by the Housing Supervisor, the following information:

- (1) The Mobilehome Space that is the subject of the Rental Agreement.
- (2) The name, mailing address, and move-in date of each Homeowner.
- (3) The rent amount for the Mobilehome Space, as specified in the Rental Agreement.
- (4) A signed receipt from the Homeowner acknowledging receipt of a copy of this chapter prior to their execution of the Rental Agreement.

(E) **Certification of submittal forms.** The forms required by this section, and any documentation accompanying such forms, shall contain an affidavit or declaration, signed by the Park Owner or a designated agent, with their signature notarized, certifying that the information contained therein is true, correct, and complete.

(F) **Registration required before rent increase request or petition.** No Park Owner shall be eligible to submit a request for certification of a CPI Rent Increase, a Capital Improvement Petition, or a Fair Return Petition unless all information required by this section is on file with the Department at the time the request or petition is filed.

5.47.100 Park Owners - notifications.

(A) **Copy of chapter posted.** Every Park Owner shall post and maintain a copy of this chapter, in English, Spanish, and any other languages specified in the Mobilehome RSO Rules & Regulations, in the Park Notice Posting Locations.

(B) **Copy of chapter provided to current Homeowners.** On or before January 4, 2026, every Park Owner shall give each current Homeowner a copy of this chapter, in English, Spanish, or any other language specified in the Mobilehome RSO Rules & Regulations, as elected by the Homeowner.

(C) **Copy of chapter provided to new homeowners.** Every Park Owner shall give each prospective Homeowner a copy of this chapter, in English, Spanish, or any other language specified in the Mobilehome RSO Rules & Regulations, as elected by the prospective Homeowner, before the Homeowner executes their Rental Agreement.

(D) **Posting of department notices.** Within five (5) business days of a request by the Housing Supervisor, every Park Owner shall post a copy of any notices or other documents issued by the Department related to this chapter, in English, Spanish, and any other languages specified in the Mobilehome RSO Rules & Regulations, in the Park Notice Posting Locations. Such notices or documents shall remain posted for as long as required by the Housing Supervisor.

(E) **Notice of sale or transfer of a Mobilehome Park.** Within ten (10) business days of the date escrow is opened for the sale or transfer of a Mobilehome Park, or if no escrow is used the date the documents for sale or transfer are executed, the Park Owner shall notify the Department of the sale or transfer, and shall provide documentation of the name, business address, email address, and telephone number of each buyer or transferee, the nature of each ownership interest, and a written acknowledgement that each buyer or transferee is aware of the requirements of this chapter.

(F) **Maximum rent upon Vacancy.** On or before January 31, 2026, and on or before January 31st of each year thereafter, each Park Owner shall provide to the Department and post in the Park Notice Posting Locations a notice, in English, Spanish, and any other languages specified in the Mobilehome RSO Rules & Regulations, on forms approved by the Housing Supervisor, stating the maximum rent that will be charged for any Mobilehome Space in the Mobilehome Park which becomes vacant during the subsequent February to January period. If the Park Owner charges different rents depending upon the type, location, or size of the Mobilehome Space or the size of the Mobilehome which occupies the Mobilehome Space, the notice shall contain the maximum rent which will be charged for each such category. The Department shall post such notices, in English, Spanish and any other languages specified in the Mobilehome RSO Rules & Regulations, on the city's website.

(G) **City provided language translations.** Only documents translated to Spanish, or other languages specified in the Mobilehome RSO Rules & Regulations, that are provided by the Department shall be used.

5.47.110 Homeowners – Homeowner Park Representatives.

On or before February 15, 2026, the Homeowners of each Mobilehome Park shall elect, by majority vote with one vote per Mobilehome Space, a Homeowner Park Representative to receive all notices or other communications provided by the Department regarding this chapter. At any

time, the Homeowners of a Mobilehome Park may elect, by majority vote with one vote per Mobilehome Space, a replacement Homeowner Park Representative for any reason. Within five (5) business days of each election, the elected Homeowner Park Representative shall advise the Housing Supervisor in writing of their name, mailing address, email address, and phone number. The Homeowner Park Representatives shall use their reasonable best efforts to help the City communicate all Department notices and other communications to all of the Homeowners in their Mobilehome Park.

5.47.120 Permissible Rent Increases - regulations.

(A) **Permissible Rent Increases.** No rent in excess of the Base Year Rent may be charged, unless expressly authorized as a Permissible Rent Increase pursuant to this chapter.

(B) **Compliance with Mobilehome Residency Law.** Rent increases permitted pursuant to this chapter shall not be effective and shall not be demanded, accepted, or retained until the Park Owner has complied with, including giving notice required by, the Mobilehome Residency Law.

(C) **Engagement of consultants.** The Department shall have the authority to contract with consultants or experts if it deems necessary or appropriate for the proper administration of this chapter, including, but not limited to, the analysis of any Permissible Rent Increase.

(D) **Prior City approval or clearance required.** No Park Owner shall implement or send a notice to a Homeowner concerning any Permissible Rent Increase before receiving certification or approval of such rent increase from the Housing Supervisor.

(E) **Effective date for lodging of petitions.** No Capital Improvement Petition or Homeowner Petition may be lodged pursuant to this chapter prior to May 1, 2026. No Fair Return Petition may be lodged pursuant to this chapter prior to January 1, 2027.

(F) **No rent increase petitions using costs attributable to exempt Mobilehome Spaces.** No rent increase shall be granted in connection with a Capital Improvement Petition or a Fair Return Petition, to the extent that it spreads costs attributable to an exempt Mobilehome Space among one or more Mobilehome Spaces that are subject to this chapter.

(G) **Prior Mobilehome RSO compliance required – Park Owners.** No CPI Rent Increase or Vacancy Rent Increase will be certified, no Capital Improvement Petition or Fair Return Petition will be accepted from any Park Owner or approved by the city, and no rent increase will be implemented for any Mobilehome Spaces within a Mobilehome Park for which there is an unpaid Mobilehome RSO Administrative Fee or where the Park Owner is determined to be out of compliance with this chapter.

(H) **Prior Mobilehome RSO compliance required – Homeowners.** No Homeowner Petition will be accepted from any Homeowner, and no suspension or refund of, or decrease in, rent will be implemented for any Mobilehome Spaces within a Mobilehome Park for which the

Homeowner is not in arrears on their Homeowner Share of Administrative Fee or where the Homeowner is determined to be out of compliance with this chapter.

(I) **Extension of deadline for petition determinations.** The time in which the Housing Supervisor is required to make a determination on a Capital Improvement Petition, Fair Return Petition, or Homeowner Petition may be extended with the consent of the Petitioner or, if the need for the extension is caused by the conduct of the Petitioner or the Park Owner, without the consent of the Petitioner.

(J) **Notification regarding charges billed separately from rent.**

(1) **Utility charges.** Not less than ninety (90) days prior to imposing a separate charge for a utility service previously included in the rent pursuant to Civil Code Section 798.41, a Park Owner shall file notice thereof with the Department, on a form approved by the Housing Supervisor. The notice shall specify the following: (i) the current rent for each Mobilehome Space; (ii) the new charge to be imposed, as well as a clear explanation of how the new charge was calculated; (iii) the duration and expiration date of the charge, if it has a limited duration or is amortized for a specified period; (iv) the rent reduction to be made simultaneously with imposition of the new charge, as well as a clear explanation of how the rent reduction was calculated.

(2) **Fees, assessments and other costs.** Not less than ninety (90) days prior to imposing, increasing, decreasing or eliminating a charge separately billed pursuant to Civil Code Section 798.49, a Park Owner shall file a notice with the Department on a form approved by the Housing Supervisor. The notice shall specify the following: (i) the current rent for each Mobilehome Space; (ii) the new charge to be imposed, the charge to be eliminated, or the amount of any increase or decrease in an existing charge, as well as a clear explanation of how the new charge, increase or decrease was calculated; (iii) the fee or assessment on which the new charge, increase, or decrease therein is based; (iv) the basis for the amount of the new charge, increase, or decrease therein; and (v) the duration and expiration date of the charge, if it has a limited duration or is amortized for a specified period.

5.47.130 Permissible Rent Increases – CPI Rent Increases.

(A) **Annual CPI Rent Increases.**

(1) **Basis of increase.** On or after July 1, 2026, and on or after each July 1st of each year thereafter, a Park Owner may increase the Monthly Base Rent for a Mobilehome Space by the lesser of three percent (3%) or one hundred percent (100%) of the most recent CPI Annual January Change. In the event that the CPI Annual January Change is negative, no Monthly Base Rent decrease shall be required.

(2) **Applicable only to Monthly Base Rent.** When calculating a CPI Rent Increase, none of the following shall be used in the calculation: (i) Capital Improvement Rent Increases; (ii) temporary Homeowner Petition Rent Adjustments; (iii) Homeowner Share of Administrative Fee; (iv) Homeowner Additional Monthly Charges.

(B) **Limitation on frequency of CPI Rent Increase.** A CPI Rent Increase shall not be imposed by a Park Owner for a Mobilehome Space more frequently than once during any twelve (12) month period.

(C) **Department annual calculation of permissible CPI Rent Increases.** On an annual basis, the Department shall calculate the CPI Annual January Change, and shall determine the permissible CPI Rent Increase for each Mobilehome Space in each Mobilehome Park. Within fourteen (14) calendar days following the publication of the January CPI data or by the last day of February each year, whichever is later, the Department shall draft a notice of the permissible CPI Rent Increase for each Mobilehome Space in each Mobilehome Park. The Department shall: (i) email the notice to the Park Owners for posting pursuant to Section 5.47.100; (ii) email the notice to the Homeowner Park Representatives; and (iii) post the notice on the city's website.

(D) **Request for certification of CPI Rent Increase.** A Park Owner desiring to impose a CPI Rent Increase shall submit a request for Department certification, on a form approved by the Housing Supervisor. No fee shall be charged for the certification request. The certification request shall specify the address of the Mobilehome Park, the Mobilehome Space number(s) for which the CPI Rent Increase is requested, the amount of the requested increase, and the proposed effective date of the CPI Rent Increase. No request for Department certification of a CPI Rent Increase may be submitted pursuant to this Section prior to March 2, 2026.

(E) **Completeness of request for certification.** A request for Department certification shall be accepted and lodged by the Department, but shall not be filed and the time period for processing the request shall not begin to run until the Housing Supervisor determines that it is substantially complete. The Housing Supervisor shall determine, within seven (7) calendar days after the lodging of a request, whether said request is complete. If the Housing Supervisor determines that the request is not complete, they shall notify the Park Owner in writing and the notice shall state what additional information or corrections are required to complete the request. Thereafter, if the Park Owner wishes to do so, they may start the process over by submitting a new request for certification with the required information.

(F) **Certification of CPI Rent Increase.** The Housing Supervisor shall, within twenty (20) calendar days of the date that the request for certification is determined to be substantially complete, certify the CPI Rent Increase as properly calculated under this section and prepare a notice stating the following: (i) that the CPI Rent Increase has been certified; (ii) the Mobilehome Space number(s) to which the CPI Rent Increase is applicable; (iii) the amount of the CPI Rent Increases for each Mobilehome Space; and (iv) the proposed effective date of the CPI Rent Increase. The Department shall: (i) email the notice to the Park Owner for posting pursuant to Section 5.47.100; (ii) email the notice to the Homeowner Park Representative; and (ii) post the notice on the city's website.

(G) **Compliance with Mobilehome Residency Law.** The Park Owner must also comply with any applicable requirements of the Mobilehome Residency Law before implementing the CPI Rent Increase.

(H) **Rent banking.** Unused annual CPI Rent Increases may not be banked for future implementation. That is, a Park Owner who does not impose an annual CPI Rent Increase or imposes less than the permitted annual CPI Rent Increase in any twelve (12) month period, waives the permitted annual CPI Rent Increase or the unimplemented portion of the permitted annual CPI Rent Increase for the affected Mobilehome Space(s).

5.47.140 Permissible Rent Increases - Capital Improvement Rent Increases.

(A) **Petition and petition fee.** A Park Owner may submit a Capital Improvement Petition, on a form approved by the Housing Supervisor and accompanied by the Capital Improvement Petition Fee, for a rent increase based on the cost of a completed Capital Improvement. The petition shall include, at a minimum, the information required to be included in the Capital Improvement Vote ballot materials. Supporting documentation shall be filed with the petition and the Park Owner shall produce, at the request of the Housing Supervisor, any records, receipts, reports, or other documents that the Housing Supervisor deems necessary to make a determination concerning the petition. The Capital Improvement Petition shall be made under penalty of perjury, and supporting documents shall be certified or verified as requested by the Housing Supervisor.

(B) **Prerequisites for petition submission.** A Capital Improvement Petition may not be deemed complete and filed by the Department unless all of the following conditions are met:

(1) **Homeowner majority approval for Capital Improvement Subject to Vote.** At least fifty-one percent (51%) of the occupied Mobilehome Spaces in the Mobilehome Park must elect to have the Capital Improvement Subject to Vote constructed and the cost passed on to the Homeowners as provided for herein. Accordingly, prior to the commencement of work on the Capital Improvement Subject to Vote and submission of the Capital Improvement Petition, the Park Owner shall conduct a Capital Improvement Vote. A Capital Improvement Petition shall be considered only if at least fifty-one percent (51%) of the occupied Mobilehome Spaces in the Mobilehome Park, with one vote per space, vote yes on the Capital Improvement Vote.

(2) **Two year time limitation for Capital Improvement.** The Capital Improvement must have been completed and in use less than two (2) years before the Park Owner submits the petition.

(3) **Benefit for homeowners.** The Capital Improvement must be appropriate to the use of the Mobilehome Park and for the primary benefit, use and enjoyment of the park homeowners.

(4) **5-year useful life.** The Capital Improvement must have a useful life of at least five (5) years.

(5) **Permanent or stationary.** The Capital Improvement must be permanently fixed in place or stationary.

(C) **Completeness of petition.**

(1) **Acceptance and lodging.** A Capital Improvement Petition shall be accepted and lodged by the Department, but shall not be filed and the time period for processing the petition shall not begin to run until the Housing Supervisor determines that it is substantially complete.

(2) **Filing after completeness determination.** The Housing Supervisor shall determine, within thirty (30) calendar days after the lodging of the petition, whether said petition is complete. If the Housing Supervisor determines that the petition is complete, the Department shall provide the notice required by Section 5.47.120(D) below. If the Housing Supervisor determines that the petition is not complete, they shall notify the Park Owner in writing and the notice shall state what additional information is required to complete the petition. The Park Owner shall be required to submit the additional required information as soon as reasonably practicable. The Housing Supervisor shall then determine, within fourteen (14) calendar days after the lodging of the additional required information, whether said petition is complete. If the Housing Supervisor determines that the petition lacks adequate supporting documentation for any particular claimed expense(s), the Park Owner shall have the choice to either remove such claimed expense(s) from the petition or allow the petition to remain incomplete. This process shall continue until the Housing Supervisor determines that the petition is complete or until the time limit in Section 5.47.140(B)(3) expires. If the Housing Supervisor determines that the petition is complete, the Department shall provide the notice required by Section 5.47.140(D) below.

(3) **Time limit for incomplete petitions.** Any Capital Improvement Petition which has not been substantially completed by the Park Owner, as determined by the Housing Supervisor, within six (6) months of its original lodging with and acceptance by the Department, shall be deemed to be withdrawn by the Park Owner with no refund of all or any portion of the Capital Improvement Petition Fee. Thereafter, a new Capital Improvement Petition and fee shall be required if the Park Owner wishes to apply for the same or similar rent increase pursuant to this section.

(D) **Notice of petition.**

(1) **Lodging petition.** Upon receipt of a Capital Improvement Petition, the Department shall prepare a notice stating the following: (i) that a petition has been lodged and is being reviewed by the Department for completeness; and (ii) the amount of the increase being sought as part of the Capital Improvement Petition. The Department shall: (i) email the notice to the Park Owner for posting pursuant to Section 5.47.100; (ii) email the notice to the Homeowner Park Representative; and (iii) post the notice on the city's website. Homeowners may review the Capital Improvement Petition in the Department and may also, upon request to the Department, receive a copy of the petition via email at no cost or a hard copy upon payment of the city's copying costs.

(2) **Filing petition; notice; comment period.** Upon determining that a Capital Improvement Petition is substantially complete, the Department shall prepare a notice stating the following: (i) that the petition is substantially complete and has been filed; (ii) that the Homeowners have thirty (30) calendar days from the date of the notice to submit to the Department Petition Comments; and (iii) the mailing and/or email address where such Petition Comments shall be sent. The Department shall: (i) email the notice to the Park Owner for posting pursuant to Section 5.47.100; (ii) email the notice to the Homeowner Park Representative; and (ii) post the notice on the city's website. All petition materials submitted by a Park Owner, as well as any other Petition Comments submitted by Homeowners or any other interested parties are public records, may be inspected by any person, and may be copied upon payment of the city's copying costs.

(E) **City inspection of Mobilehome Park.** By submitting a petition, the Park Owner shall consent that the Department and any employees, representatives or consultants of the city shall be permitted, during reasonable business hours, to visit the Mobilehome Park and confirm any reasonable facts or circumstances related to the petition.

(F) **Standard for approval; burden of proof.**

(1) **Standard.** The Housing Supervisor shall not approve a Capital Improvement Rent Increase unless the Housing Supervisor determines that the capital improvement cost is reasonable, based on the following factors:

(i) **Prevailing cost.** The prevailing cost of the same or similar Capital Improvements.

(ii) **Unique features.** The unique features of the Mobilehome Park which affect the cost.

(iii) **Necessary and appropriate costs.** The extent to which each cost incurred was necessary and appropriate to complete the Capital Improvement.

(iv) **Maximum rent increase.** The extent to which any cost incurred will cause the proposed Capital Improvement Rent Increase to exceed the maximum threshold provided for in Section 5.47.140(J) below.

(v) **Health & safety.** The extent to which the work was necessary to bring the Mobilehome Park into compliance or maintain compliance with applicable laws, rules or regulations affecting life, health or safety.

(vi) **Supplemental factors.** Any supplemental factors identified and submitted in writing by the Park Owner during the comment period in support of the petition, as well as any supplemental factors identified and submitted in writing by the Homeowners during the comment period in support of or in opposition to the petition, that the Housing Supervisor determines to be relevant.

(vii) **Rules and regulations.** Any other relevant factors set forth in the Mobilehome RSO Rules & Regulations.

(2) **Burden of proof.** The Park Owner shall have the burden to prove the reasonableness of the requested rent increase by proving the reasonableness of each cost associated with the Capital Improvement.

(G) **Housing Supervisor determination.** Within seventy-five (75) calendar days after the Capital Improvement Petition was deemed substantially complete and filed with the Department, the Housing Supervisor shall, pursuant to the standard and factors provided for in Section 5.47.140(F), either approve the Park Owner's requested rent increase, approve a modified rent increase, or deny the petition in its entirety. The Housing Supervisor shall make their determination in writing, setting forth all relevant factors and findings. The Department shall: (i) email the determination to the Park Owner for posting pursuant to Section 5.47.100; (ii) email the determination to the Homeowner Park Representative; and (ii) post the determination on the city's website.

(H) **Compliance with Mobilehome Residency Law.** The Park Owner must also comply with any applicable requirements of the Mobilehome Residency Law before implementing the Capital Improvement Rent Increase.

(I) **Amortization of rent increase and interest; line item on billing.**

(1) **Amortization.** The Capital Improvement Rent Increase shall be: (i) amortized over a period that approximates either the useful life of the Capital Improvement or, if there is more than one Capital Improvement, their average useful life, as indicated in the Capital Improvement Vote materials; (ii) consistent with the Mobilehome RSO Rules & Regulations; and (iii) apportioned equally among the affected Mobilehome Spaces.

(2) **Interest.** Interest shall be allowed on the approved cost(s) at the Rent Interest Allowance published as of the date of the petition was lodged with the Department.

(3) **Itemized listing.** As required by Section 5.47.070, the Capital Improvement Rent Increase shall be a separate line item on the Homeowner Monthly Billing Statement, and the final date of amortization shall be indicated next to the Capital Improvement Rent Increase. A Park Owner shall cease collecting the Capital Improvement Rent Increase when the Park Owner recovers the approved costs plus interest.

(J) **Maximum rent increase.** Unless due to extenuating circumstances as determined and approved by the Housing Supervisor, no Capital Improvement Rent Increase shall either: (1) if applicable, exceed the maximum Capital Improvement Rent Increase indicated in the Capital Improvement Vote materials; or (2) cause the Monthly Base Rent for any Mobilehome Space within the Mobilehome Park to increase by more than ten percent (10%).

(K) **Costs covered by third parties not included.** No Capital Improvement Rent Increase shall be based upon any costs to the extent they are reimbursed by, or received or

recovered from, any third party, including, but not limited to, insurance companies (“Reimbursed Amount”). To the extent that any such Reimbursed Amount is received following the approval and/or implementation of the Capital Improvement Rent Increase, the Park Owner shall reduce the amount being collected from the Homeowners by such Reimbursed Amount.

(L) **Approved pass-through - petition fee.** If the Housing Supervisor either approves the Park Owner’s requested rent increase or a modified rent increase, the Housing Supervisor shall also allow the Park Owner, if requested, to pass through, without interest, up to fifty percent (50%) of the Capital Improvement Petition Fee to the Homeowners over a twelve (12) month period. If the petition does not result in the Housing Supervisor granting a rent increase, no portion of the petition fee may be passed through to the Homeowners.

(M) **Lump sum payment option.** Notwithstanding any other provision of this Section 5.47.140, a Homeowner may elect to pay, in a lump sum and without interest authorized by this Section, either or both of the following apportioned to the Homeowner’s Mobilehome Space: (i) the Capital Improvement Rent Increase; and (ii) the pass-through portion of the Capital Improvement Petition Fee. Such lump sum payment(s) shall be made on or prior to the date the first payment is due after the notice required by the Mobilehome Residency Law is sent.

(N) **Rent increase not part of base rent.** Capital Improvement Rent Increases shall not be included in the Monthly Base Rent.

5.47.150 Permissible Rent Increases - Fair Return Rent Increases.

(A) **Petition and petition fee.** A Park Owner may submit a Fair Return Petition, on a form approved by the Housing Supervisor and accompanied by the Fair Return Petition Fee, for a rent increase to ensure that the Park Owner is receiving, notwithstanding the CPI Rent Increases provided for in Section 5.47.130, a fair and reasonable return on investment. The petition shall include, at a minimum, the name and address of the Mobilehome Park, the Mobilehome Space number(s) for which rent is requested to be increased, the amount of the requested rent increase, and the facts supporting the requested increase. Supporting documentation shall be filed with the petition and the Park Owner shall produce, at the request of the Housing Supervisor, any records, receipts, reports, or other documents that the Housing Supervisor deems necessary to make a determination concerning the petition. The Fair Return Petition shall be made under penalty of perjury, and supporting documents shall be certified or verified as requested by the Housing Supervisor.

(B) **Time limitation for petition submission.** A Park Owner must file a Fair Return Petition within six (6) months of the end of the Fair Return Current Year.

(C) **Completeness of petition.**

(1) **Acceptance and lodging.** A Fair Return Petition shall be accepted and lodged by the Department, but shall not be filed and the time period for processing the petition shall not begin to run until the Housing Supervisor determines it is substantially complete.

(2) **Filing after completeness determination.** The Housing Supervisor shall determine, within thirty (30) calendar days after the lodging of the petition, whether said petition is complete. If the Housing Supervisor determines that the petition is complete, the Department shall provide the notice required by Section 5.47.150(D) below. If the Housing Supervisor determines that the petition is not complete, they shall notify the Park Owner in writing and the notice shall state what additional information is required to complete the petition. While the Park Owner shall not be required to submit a new petition and begin the process over, they shall be required to submit the additional required information as soon as reasonably practicable. The Housing Supervisor shall then determine, within thirty (30) calendar days after the lodging of the additional required information, whether said petition is complete. Since any claimed expenses lacking adequate supporting documentation shall not be considered as part of the petition, if the Housing Supervisor determines that the petition lacks adequate supporting documentation for any particular claimed expense(s), the Park Owner shall have the choice to either remove such claimed expense(s) from the petition or allow the petition to remain incomplete. This process shall continue until the Housing Supervisor determines that the petition is complete or until the time limit in Section 5.47.150(B)(3) expires. Once the Housing Supervisor determines that the petition is complete, if at all, the Department shall provide the notice required by Section 5.47.150(D) below.

(3) **Time limit for incomplete petitions.** Any Fair Return Petition which has not been substantially completed by the Park Owner, as determined by the Housing Supervisor, within six (6) months of its original lodging with and acceptance by the Department, shall be deemed to be withdrawn by the Park Owner with no refund of all or any portion of the Fair Return Petition Fee.

(D) **Notice of petition.**

(1) **Lodging petition.** Upon receipt of a Fair Return Petition, the Department shall prepare a notice stating the following: (i) that a petition has been lodged and is being reviewed by the Department for completeness; and (ii) the amount of the increase being sought as part of the Fair Return Petition. The Department shall: (i) email the notice to the Park Owner for posting pursuant to Section 5.47.100; (ii) email the notice to the Homeowner Park Representative; and (ii) post the notice on the city's website. Homeowners may review the Fair Return Petition in the Department and may also, upon request to the Department, receive a copy of the petition via email at no cost or a hard copy upon payment of the city's copying costs.

(2) **Filing petition; notice; comment period.** Upon determining that a Fair Return Petition is substantially complete, the Department shall prepare a notice stating the following: (i) that the petition is substantially complete and has been filed; (ii) that the Homeowners have thirty (30) calendar days from the date of the notice to submit to the Department Petition Comments; and (iii) the mailing and/or email address where such Petition Comments shall be sent. The Department shall: (i) email the notice to the Park Owner for posting pursuant to Section 5.47.100; (ii) email the notice to the Homeowner Park Representative; and (ii) post the notice on the city's website. All petition materials submitted by a Park Owner, as well as any other

Petition Comments submitted by Homeowners or any other interested parties are public records, may be inspected by any person, and may be copied upon payment of the city's copying costs.

(E) **City inspection of Mobilehome Park.** By submitting a petition, the Park Owner shall consent that the Department and any employees, representatives or consultants of the city shall be permitted, during reasonable business hours, to visit the Mobilehome Park and examine or confirm any reasonable facts or circumstances related to the petition.

(F) **Standard for approval; burden of proof.**

(1) **Standard.** The Housing Supervisor shall not approve a rent increase requested as part of a Fair Return Petition, unless the Housing Supervisor determines that the requested Fair Return Rent Increase is reasonably necessary to provide the Park Owner with a fair and reasonable return, based on the following factors:

(i) **MNOI or other settled legal standard.** The extent to which the Fair Return Rent Increase meets the Maintenance of Net Operating Income ("MNOI") standard, or such other standard identified in the Mobilehome RSO Rules & Regulations which is consistent with then applicable state laws, rules, and regulations, including, but not limited to, settled case law. The MNOI standard provides that a Park Owner has the right to obtain net operating income for the Fair Return Current Year equal to the net operating income for the Fair Return Reference Year adjusted by all or a portion of the percentage increase in the CPI since the Fair Return Reference Year.

(ii) **Presumption - Fair Return Reference Year net operating income was reasonable.** It shall be presumed that the net operating income received by the Park Owner in the Fair Return Reference Year provided the Park Owner with a fair and reasonable return.

(iii) **Rebutting presumption – exceptional expenses.** The Park Owner and Homeowners shall be given the opportunity to present evidence to rebut this presumption based on exceptionally high or low expenses in the Fair Return Reference Year in comparison to other years. In such instances, adjustments may be made in calculating operating expenses so the Fair Return Reference Year operating expenses reflect average expenses for the Mobilehome Park over a reasonable period of time.

(iv) **Rebutting presumption – exceptional income.** The Park Owner and Homeowners shall be given the opportunity to present evidence to rebut this presumption based on exceptionally high or low gross rental income in the Fair Return Reference Year in comparison to other years. In such instances, adjustments may be made in calculating gross income so the Fair Return Reference Year gross rental income reflect average gross rental income for the Mobilehome Park over a reasonable period of time.

(v) **Net other rent increases.** Any Fair Return Rent Increase granted under this section will be net of all other permanent rent increases previously approved or certified for the Mobilehome Park that are not yet reflected in the Fair Return Current Year income.

(vi) **Constitutional standard.** Nothing in this chapter shall preclude the Housing Supervisor from granting a Fair Return Rent Increase that is necessary in order to meet state constitutional fair return requirements.

(2) **Definitions and detailed standard assessment process.** The definitions required to effectuate the standard provided in this section, including, but not limited to, what constitutes exceptional expenses and exceptional income, as well as the detailed process necessary to evaluate a proposed Fair Return Rent Increase against such standard, shall be provided for in the Mobilehome RSO Rules & Regulations. At a minimum, such information shall include the following:

(i) **Net operating income.** Net operating income shall be determined by subtracting a Mobilehome Park's reasonable actual operating expenses for a given year from its annualized reasonable gross rental income realized during the same year.

(ii) **Gross rental income.** Gross rental income in the Fair Return Reference Year and the Fair Return Current Year shall be calculated based upon the rents in effect as of the last day of the given year, assuming 100% collection; provided, however, that for Mobilehome Spaces that were not occupied on the last day of the given year, the rent amount shall be presumed to be the most recent rent charged when such space was occupied.

(iii) **Gross rental income exclusions.** At a minimum, gross rental income shall not include: (a) utility charges for sub-metered gas and electricity; (b) charges for water, refuse disposal, sewer service, and other services which are provided and charged to Homeowners solely on a cost pass-through basis and/or are regulated by state or local law; (c) any amount paid for the use and occupancy of a Mobilehome unit (as opposed to amounts paid for the use and occupancy of a Mobilehome Space); (d) charges for laundry services; (e) storage charges; (f) parking charges; (g) security deposits; (h) user fees for services and facilities; (i) Homeowner Share of Administrative Fee; and (j) any other pass-throughs authorized pursuant to this chapter..

(iv) **Operating expenses.** Operating expenses shall include reasonable costs of operation and maintenance. Reasonableness may be presumed if an expense has increased since the later to occur of the Fair Return Reference Year or the first year in which the expense was incurred by the change in the CPI over the same period of time. Reasonable legal expenses shall be allowed to the extent they are incurred: (a) in connection with successful good faith and legally appropriate attempts to recover rents owing; (b) in connection with successful good faith and legally appropriate unlawful detainer actions; (c) incurred in connection with the normal operation of the Mobilehome Park; and (d) are not incurred in connection with an unsuccessful legal challenge to this chapter or any action taken pursuant to the provisions of this chapter.

(v) **Operating expense exclusions.** At a minimum, operating expenses shall not include: (a) charges for water, refuse disposal, sewer service, and other services which are provided and charged to Homeowners solely on a cost pass-through basis; (b) property taxes attributable to an assessment in a year other than the Fair Return Reference Year or Fair Return Current Year; (c) any expenses paid or reimbursed by a Homeowner or any third party; (d) labor performed by the Park Owner in excess of five percent (5%) of gross rental income, unless the Park Owner shows greater services were performed for the sole benefit of the Homeowners; (e) the cost of a capital replacement that is less than a de minimus amount, as provided for in the Mobilehome RSO Rules & Regulations; (f) Capital Improvements and replacements; and (g) coin-operated improvements or other improvements for which a "use fee" or other charge is imposed on Homeowners for their use; (h) mortgage principal, mortgage interest payments or other debt service costs; (i) depreciation; (j) any penalties, fees or interest assessed or awarded for violation of any provision of this chapter or of any other provision of law; and (k) charitable contributions and political contributions and payments to organizations which are substantially devoted to legislative lobbying purposes.

(3) **New Monthly Base Rent.** A Fair Return Rent Increase shall result in a new Monthly Base Rent for each applicable Mobilehome Space in the Mobilehome Park.

(4) **Not applicable to Spaces subject to Vacancy Rent Increases.** The Fair Return Rent Increase shall not apply to Spaces to which a Vacancy Rent Increase was imposed during the Fair Return Current Year or later.

(5) **Burden of proof.** The Park Owner shall have the burden to prove the reasonableness of the requested Fair Return Rent Increase by proving that the requested Fair Return Rent Increase is reasonably necessary to provide the Park Owner with a fair and reasonable return, as provided for in this Section 5.47.150(F).

(G) **Housing Supervisor determination.** Within seventy-five (75) calendar days after the Fair Return Petition was deemed substantially complete and filed with the Department, the Housing Supervisor shall, pursuant to the standard and factors provided for in Section 5.47.150(F), either approve the Park Owner's requested Fair Return Rent Increase, approve a modified rent increase, or deny the petition in its entirety. The Housing Supervisor shall make their determination in writing, setting forth all relevant factors and findings, including, but not limited to, the new Monthly Base Rent for each applicable Mobilehome Space in the Mobilehome Park. The Department shall: (i) email the determination to the Park Owner for posting pursuant to Section 5.47.100; (ii) email the determination to the Homeowner Park Representative; and (iii) post the determination on the city's website.

(H) **Temporary additional rent adjustment for delayed petition approval.** At the same time the Housing Supervisor approves a Fair Return Petition, the Housing Supervisor shall also approve a temporary additional rent adjustment if both of the following are true: (1) the Housing Supervisor was unable to make a decision on the Fair Return Petition within the time limits set forth in this chapter, including any extensions of time consented to by the Petitioner; and

(2) the Housing Supervisor's inability to make a timely decision was not due to the conduct of the Petitioner, conduct of the Park Owner, or some other cause beyond the Housing Supervisor's reasonable control. The temporary additional rent adjustment shall compensate the Petitioner for the difference between the rent received or paid between the time when an adjustment should have been approved pursuant to the time limits set forth in this chapter and the rent that would have been received or paid if the adjustment had been timely approved. Payment of the temporary additional rent adjustment may be amortized over a reasonable period of time, as determined by the Housing Supervisor, not to exceed six (6) months.

(I) **Compliance with Mobilehome Residency Law.** The Park Owner must also comply with any applicable requirements of the Mobilehome Residency Law before implementing the Fair Return Rent Increase.

(J) **Approved pass-through - petition fee.** If the Housing Supervisor either approves the Park Owner's requested Fair Return Rent Increase or approves a modified rent increase, the Housing Supervisor shall also allow the Park Owner, if requested, to pass through, without interest, up to fifty percent (50%) of the Fair Return Petition Fee to the Homeowners over a twelve (12) month period. If the petition does not result in the Housing Supervisor granting a rent increase, no portion of the petition fee may be passed through to the Homeowners.

5.47.160 Permissible Rent Increases - Vacancy Rent Increases.

(A) **Vacancy Rent Increase.** Notwithstanding any other provision of this chapter, the Park Owner may increase the Monthly Base Rent for a Mobilehome Space without regard to the provisions of this chapter in the event all of the following occur:

(1) **Vacancy.** A Vacancy, as defined by this chapter, in the Mobilehome Space occurs.

(2) **Tenancy voluntarily or lawfully terminated.** The Tenancy is terminated voluntarily by the Homeowner or lawfully terminated for just cause pursuant to applicable state law.

(3) **Rent does not exceed maximum posted.** The Monthly Base Rent does not exceed the maximum amount for the applicable category of Mobilehome Space, as set forth in the notice which was last posted by the Park Owner pursuant to Section 5.47.100(E).

(4) **Certification of Vacancy Rent Increase.** The Housing Supervisor certifies the Vacancy Rent Increase pursuant to this section.

(B) **Request for certification of Vacancy Rent Increase.** A Park Owner desiring to impose a Vacancy Rent Increase shall submit a request for Department certification, on a form approved by the Housing Supervisor. No fee shall be charged for the certification request. The certification request shall specify the address of the Mobilehome Park, the Mobilehome Space number(s) for which the Vacancy Rent Increase is requested, the facts regarding how the Vacancy

occurred and how the Tenancy was terminated, the amount of the proposed Monthly Base Rent, and the proposed effective date of the Vacancy Rent Increase.

(C) **Completeness of request for certification.** A request for Department certification shall be accepted and lodged by the Department, but shall not be filed and the time period for processing the request shall not begin to run until the Housing Supervisor determines that it is substantially complete. The Housing Supervisor shall determine, within three (3) business days after the lodging of a request, whether said request is complete. If the Housing Supervisor determines that the request is not complete, they shall notify the Park Owner in writing and the notice shall state what additional information or corrections are required to complete the request. Thereafter, if the Park Owner wishes to do so, they may start the process over by submitting a new request for certification with the required information.

(D) **Certification of Vacancy Rent Increase.** The Housing Supervisor shall, within seven (7) calendar days of the date that the request for certification is determined to be substantially complete, certify that the Vacancy Rent Increase does not result in a Monthly Base Rent that exceeds the maximum amount for the applicable category of Space, as set forth in the notice which was last posted by the Park Owner pursuant to Section 5.47.100(E), and prepare a notice stating the following: (i) that the Vacancy Rent Increase has been certified; (ii) the Mobilehome Space number(s) to which the Vacancy Rent Increase is applicable; (iii) the amount of the new Monthly Base Rent; and (iv) the proposed effective date of the Vacancy Rent Increase. The Department shall: (i) email the notice to the Park Owner for posting pursuant to Section 5.47.100; (ii) email the notice to the Homeowner Park Representative; and (iii) post the notice on the city's website.

(E) **Compliance with Mobilehome Residency Law.** The Park Owner must also comply with any applicable requirements of the Mobilehome Residency Law before implementing the Vacancy Rent Increase.

5.47.170 Homeowner Petition Rent Adjustments.

(A) **Petition and petition fee.** A Homeowner may submit a Homeowner Petition, on a form approved by the Housing Supervisor and accompanied by the Homeowner Petition Rent Adjustment Fee, if the Homeowner believes that a Homeowner Petition Rent Adjustment is reasonable pursuant to the terms of this section. The petition shall include, at a minimum, the name and address of the Mobilehome Park, the Mobilehome Space number(s) for which Homeowner Petition Rent Adjustment is requested, the amount of the requested adjustment, and the facts supporting the requested adjustment. Supporting documentation shall be filed with the petition and the Homeowner shall produce, at the request of the Housing Supervisor, any records, receipts, reports, or other documents that the Housing Supervisor deems necessary to make a determination concerning the petition. The Homeowner Petition shall be made under penalty of perjury, and supporting documents shall be certified or verified as requested by the Housing Supervisor.

(B) **Time limitation for petition submission.** A Homeowner must lodge a Homeowner Petition within two (2) years from the date the Homeowner knew, or reasonably should have known, of the condition(s) upon which the petition is based.

(C) **Limitation on frequency of petitions.** No more than one Homeowner Petition may be filed by or on behalf of a Mobilehome Space within a twelve (12) month period. In addition, during the twelve (12) month period following the Housing Supervisor's determination on a Homeowner Petition, the Department will not accept any additional Homeowner Petitions related to the same factual circumstances from other Homeowners residing in the same Mobilehome Park.

(D) **Completeness of petition.**

(1) **Acceptance and lodging.** A Homeowner Petition shall be accepted and lodged by the Department, but shall not be filed and the time period for processing the petition shall not begin to run until the Housing Supervisor determines it is substantially complete.

(2) **Filing after completeness determination.** The Housing Supervisor shall determine, within thirty (30) calendar days after the lodging of the petition, whether said petition is complete. If the Housing Supervisor determines that the petition is complete, the Department shall provide the notice required by Section 5.47.170(E) below. If the Housing Supervisor determines that the petition is not complete, they shall notify the Homeowner in writing and the notice shall state what additional information is required to complete the petition. While the Homeowner shall not be required to submit a new petition and begin the process over, they shall be required to submit the additional required information as soon as reasonably practicable. The Housing Supervisor shall then determine, within thirty (30) calendar days after the lodging of the additional required information, whether said petition is complete. Since any claimed adjustment lacking adequate supporting documentation shall not be considered as part of the petition, if the Housing Supervisor determines that the petition lacks adequate supporting documentation for any particular claimed adjustment(s), the Homeowner shall have the choice to either remove such claimed adjustment(s) from the petition or allow the petition to remain incomplete. This process shall continue until the Housing Supervisor determines that the petition is complete or until the time limit in Section 5.47.170(D)(3) expires. Once the Housing Supervisor determines that the petition is complete, if at all, the Department shall provide the notice required by Section 5.47.170(E) below.

(3) **Time limit for incomplete petitions.** Any Homeowner Petition which has not been substantially completed by the Homeowner, as determined by the Housing Supervisor, within six (6) months of its original lodging with and acceptance by the Department, shall be deemed to be withdrawn by the Homeowner with no refund of all or any portion of the Homeowner Petition Rent Adjustment Fee.

(E) **Notice of petition.**

(1) **Lodging petition.** Upon receipt of a Homeowner Petition, the Department shall prepare a notice stating the following: (i) that a petition has been lodged and is being reviewed by the Department for completeness; and (ii) the amount of the adjustment being sought as part of the Homeowner Petition. The Department shall: (i) email the notice to the Park Owner for posting

pursuant to Section 5.47.100; (ii) email the notice to the Homeowner Park Representative; and (ii) post the notice on the city's website. Homeowners and Park Owners may review the Homeowner Petition in the Department and may also, upon request to the Department, receive a copy of the petition via email at no cost or a hard copy upon payment of the city's copying costs.

(2) **Filing petition; notice; comment period.** Upon determining that a Homeowner Petition is substantially complete, the Department shall prepare a notice stating the following: (i) that the petition is substantially complete and has been filed; (ii) that the Park Owner and other Homeowners or other interested parties have thirty (30) calendar days from the date of the notice to submit to the Department Petition Comments; and (iii) the mailing and/or email address where such Petition Comments shall be sent. The Department shall: (i) email the notice to the Park Owner for posting pursuant to Section 5.47.100; (ii) email the notice to the Homeowner Park Representative; and (ii) post the notice on the city's website. All petition materials submitted by a Homeowner, as well as any other Petition Comments submitted by the Park Owner or any other interested parties are public records, may be inspected by any person, and may be copied upon payment of the city's copying costs.

(F) **City inspection of Mobilehome Park.** By submitting a Homeowner Petition, the Homeowner shall consent that the Department and any employees, representatives or consultants of the city shall be permitted, during reasonable business hours, to visit the Homeowner's Mobilehome Space to examine or confirm any reasonable facts or circumstances related to the petition. In addition, the Park Owner shall consent that the Department and any employees, representatives or consultants of the city shall be permitted, during reasonable business hours, to visit the Mobilehome Park to examine or confirm any reasonable facts or circumstances related to the petition.

(G) **Standard for approval; burden of proof.**

(1) **Standard.** The Housing Supervisor shall not approve a rent adjustment requested as part of a Homeowner Petition, unless the Housing Supervisor determines that the requested Homeowner Petition Rent Adjustment is reasonable based on the following factors:

(i) **Unlawful rent and/or fees or charges.** The Park Owner has demanded or received rent, fees, or charges that are in excess of that permitted for a Mobilehome Space under this chapter.

(ii) **Failure to maintain habitable premises.** The Park Owner has failed to maintain the Mobilehome Park and/or one or more Mobilehome Spaces in a habitable condition in accordance with applicable laws or the Rental Agreement; provided that a Park Owner shall not be liable to a Homeowner for failure to maintain habitable premises if the Homeowner caused the condition that is the subject of the petition.

(iii) **Decrease in Housing Services.** There has been a reduction in Housing Services, without a corresponding reduction in Monthly Base Rent, which may thus be

considered to be Monthly Base Rent in excess of that permitted for a Mobilehome Space under this chapter.

(iv) **Supporting factual issues.** The Housing Supervisor shall also seek and consider the following factual issues: (a) any increases or decreases in rent or Housing Services since the effective date of this chapter; (b) the pattern of recent rent or housing service increases or decreases; (c) whether the Park Owner has received payment in excess of the maximum allowable rent, fees, or charges permitted by this chapter or has otherwise failed to comply with this chapter; (d) when and how the Housing Services reduction was first identified by the Homeowner; (e) when and how the Park Owner was notified of the alleged Housing Services reduction, either orally or in writing; (f) the Park Owner's response to such notice; (g) whether Housing Services were reinstated or restored by the Park Owner, and if so, when and how; (h) whether any habitability violations stated by the Homeowner in the petition were improved or corrected, and if so, when and how; and (i) the status of the habitability issues as of the date the petition is filed with the Department.

(2) **Burden of proof.** The Homeowner shall have the burden to prove the reasonableness of the requested Homeowner Petition Rent Adjustment by proving that the requested adjustment is reasonable, as provided for in this Section 5.47.170(G).

(H) **Housing Supervisor determination.** Within seventy-five (75) calendar days after the Homeowner Petition was deemed substantially complete and filed with the Department, the Housing Supervisor shall, pursuant to the standard and factors provided for in Section 5.47.170(G), either approve the Homeowner's requested Homeowner Petition Rent Adjustment, approve a modified adjustment, or deny the petition in its entirety. The Housing Supervisor shall make their determination in writing, setting forth all relevant factors and findings, including, but not limited to, one or more of the following, as applicable: (i) a one-time refund of Monthly Base Rent; (ii) a permanent decrease in Monthly Base Rent; (iii) a one-time refund of Capital Improvement Rent Increase; (iv) a permanent decrease in Capital Improvement Rent Increase; or (v) a temporary suspension in Monthly Base Rent. The Department shall: (i) email the determination to the Homeowner; (ii) email the determination to the Park Owner for posting pursuant to Section 5.47.100; (iii) mail the determination to the Homeowner Park Representative; and (iv) post the determination on the city's website.

(I) **Rent adjustment for similarly situated Homeowners.** In the event a Homeowner Petition results in a temporary or permanent Homeowner Petition Rent Adjustment for the Homeowner filing the petition, the Park Owner shall make, within 90 days of the Housing Supervisor's determination, the same Homeowner Petition Rent Adjustment for all other similarly situated Homeowners in the Mobilehome Park.

(J) **Compliance with Mobilehome Residency Law.** The Park Owner must also comply with any applicable requirements of the Mobilehome Residency Law before implementing the Homeowner Petition Rent Adjustment.

(K) **Petition fee reimbursement.** In the event a Homeowner Petition results in a temporary or permanent Homeowner Petition Rent Adjustment, the Department will reimburse the Homeowner the Homeowner Petition Fee submitted pursuant to this section.

5.47.180 Retaliation prohibited.

(A) **Eviction.** It shall be unlawful for any Park Owner to attempt to or evict a Homeowner where the Park Owner's motive in seeking to recover possession of the Mobilehome Space is:

(1) Retaliation for the Homeowner'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) **Retaliation.** It shall be unlawful for a Park Owner to retaliate against a Homeowner for the Homeowner'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 Mobilehome Space.

(2) Engaging in any form of harassment that causes the Homeowner to quit the Mobilehome Space.

(3) Decreasing Housing Services.

(4) Increasing rent.

(5) Imposing or increasing a security deposit or other charge payable by the Homeowner.

5.47.190 Appeals.

Any person aggrieved by a decision of the Housing Supervisor under this chapter may appeal such decision pursuant to Chapter 1.09 of this code.

5.47.200 Violations and penalties.

(A) **Infraction.** Any person violating any of the provisions of this chapter shall be deemed guilty of an infraction, and shall be subject to all applicable penalties or punishments available to the city, including, without limitation, those provided for in Chapter 1.08 of this code.

(B) **Enforcement.** The Department is authorized to take all appropriate steps it deems necessary to enforce this chapter. Except as otherwise provided, enforcement of this chapter is at the sole discretion of the persons authorized to enforce this chapter. Nothing in this chapter shall create a right of action in any person against the city or its agents for damages or to compel public enforcement of this chapter against private parties.

(C) **Treble damages.** Any Park Owner who demands, accepts, or retains any payment of rent in violation of the provisions of this chapter shall owe to the person(s) from whom such payment is demanded, accepted, or retained damages in the sum of three (3) times the amount by which the payment or payments demanded, accepted, or retained exceed the maximum rent which could lawfully be demanded, accepted or retained pursuant to this chapter.

(D) **Civil action.** The City may institute a civil action to compel compliance with this chapter.

(E) **Remedies cumulative.** All remedies available to the city as prescribed in this chapter shall be cumulative, and the use of one or more remedies by the city shall not bar the use of any other remedy for the purpose of enforcing the provisions of this chapter.