

# **RULES AND REGULATIONS**

**Date first issued: October 19, 1995  
(AS AMENDED 1996, 1997, 1998, 2000, 2005, 2007, 2009)**

## **STATEMENT OF PURPOSE**

In accordance with the provisions of Section 3.G. [9.70.030.G] of the Ordinance, the Commissioners of the Rohnert Park Rent Appeals Board have adopted these Rules and Regulations.

The primary purpose of these Rules and Regulations is to implement the Ordinance in a fair and reasonable manner so as to achieve a Rent Appeals Board structure and procedure which will prevent unreasonable rent increases to homeowners/residents renting mobilehome park spaces.

These Rules and Regulations are subject to modification as necessary by the Rent Appeals Board.

The Rent Appeals Board forms referred to in these Regulations are at Appendix "A" attached to and incorporated into these Regulations. The forms may be changed and/or amended from time to time. If changed or amended, the most recent date of such change or amendment will be on the form.

## INTRODUCTORY STATEMENT OF POLICY

Since the enactment of Measure "A", its codification into the Rohnert Park Municipal Code, the adoption of Rules and Regulations and the establishment of policy to interpret Ordinance No. 494 [Rohnert Park Mobilehome Ordinance 9.70] and to coordinate and integrate it with existing state law, the legislature has amended the Mobilehome Residency Law. The amendments have a significant effect upon the treatment of long-term leases, registration of spaces within the mobilehome parks and the assessment of registration and administrative fees to compensate the public agency, in part, for administering a rent control ordinance, the initial lease offered to a new prospective homeowner and the treatment of utility charges as they relate to base rent.

The Rent Appeals Board recognizes these changes and has amended its Rules and Regulations where it felt amendments were necessary in order to reflect current state law. If any Rule and/or Regulation or statement of policy is in conflict with state law, it is the stated policy and overriding rule of the Rohnert Park Rent Appeals Board that the state law shall override any conflicting local Rule or Regulation provided, of course, that the state law is clearly stated and the conflict is obvious to any reasonable interpretation by a disinterested, impartial and reasonable third party. The Rent Appeals Board is primarily concerned with determining the amount of rent that can be charged and collected as provided by Ordinance No. 494 as amended. If state law has not preempted the field or if the issue is clearly one of determining a fair and reasonable rent, the Rent Appeals Board has primary jurisdiction under the law.

In 1996, the City Council adopted Ordinance No. 612, addressing an area in which it believes that state allows the City to legislate and determine through the Rent Appeals Board. This is vacancy control and defining who and under what circumstances a "prospective homeowner" can avail himself or herself of the right to request and select either a lease in excess of 12 months, a lease for 12 months, a lease of less than 12 months, or a month-to-month lease. These Rules and Regulations adopted by the Rent Appeals Board respond to those issues.

## CHAPTER 1 -- POWERS AND DUTIES OF THE RENT APPEALS BOARD

### Section 1.01 General

In addition to other powers and duties set forth in the Ordinance and in these Rules and Regulations, the Board shall have the administrative, legislative and judicial powers and duties set forth below.

### Section 1.02 Review of Petitions

A. The Board may review a party's petition for completeness and conformity with the Ordinance and the Rules and Regulations as adopted by the Board and may thereafter:

1. Reject the petition with or without prejudice to re-filing;
2. Accept the petition on the condition that notice of a petition, which may affect homeowners/residents in addition to the petitioning party, be posted in a common area in the mobilehome park so as to inform other affected homeowners/residents about the petition;
3. Schedule a hearing of the petition by the full Board. *It is recommended that careful consideration be exercised in deciding if the full Board, or a panel of Board members, is to hear a petition to safeguard and ensure the ability to provide "Due Process"<sup>1</sup> to the petitioner should an appeal be filed;* (Resolution 2005-01, 1/6/05)
4. Schedule a hearing of the petition by a Hearing Examiner;
5. Return the petition to the petitioner with instructions for properly completing the petition prior to re-filing.

B. The Board may delegate the initial review of petitions to Board/City staff to perform the review of the petition and take any action on the petition as set forth in Section A, above. The Board/City staff shall be required to inform the Board of their actions in writing.

C. The Board may delegate the initial review of the petition to the Board/City staff, provided that said review shall result in a written recommendation (with justifications) for action to the Board. After receipt of said recommendations the Board shall have the power to require further clarification or justification from the Board/City staff. Upon receipt of a recommendation, the Board may take any action on the petition as set forth in Section A, above.

---

<sup>1</sup> Webster defines the term "Due Process" of Law as "the regular administration of a system of laws with respect to a person's rights and liberties." This definition is applied to the Rent Appeals Board Rules & Regulations and refers to a petitioner wishing to file an Appeal to a written Decision by the Hearing Examiner(s) and if the Hearing Examiner(s) is/are also Rent Appeals Board member(s). There must be at least three (3) Board Members available, other than those who served as Hearing Examiner(s), to hear an appeal. If there are not at least three persons to hear the appeal, then Due Process cannot be served.

### **Section 1.03 Hearing by Board of Petition**

The Board shall have the power to hear and decide petitions in accordance with the provisions of Chapter 7 of these Rules and Regulations.

### **Section 1.04 Appointment of Hearing Examiners**

The Board shall have the power to appoint Hearing Examiners to hear petitions. Prior to such appointment the Board must determine that the Hearing Examiner is qualified to conduct hearings in accordance with the Ordinance and these Rules and Regulations. Hearing Examiners may be volunteers, Rent Board staff, City employees, or independent contractors.

### **Section 1.05 Appellate Review of Hearing Examiner Decision**

Upon receipt of an appeal, the Board shall consider the Hearing Examiner's decision, the parties' submissions on appeal and the case record. The Board, thereafter, shall have the power to take any of the actions as set forth in Section 7.15 Appeal to the Board. [Res. 97-02, 6/5/97]

[PAGE LEFT BLANK]

[PAGE LEFT BLANK]

## CHAPTER 2 -- MAXIMUM ALLOWABLE RENTS

### Section 2.01 Temporary Rent Freeze

Rents shall not be increased during the period of time between December 17, 1987, which is the date of adoption of the Ordinance, and January 16, 1988, which is the rollback date.

### Section 2.02 Rent Rollback to December 1, 1985 Level

Except for long-term leases as provided for in California Civil Code Section 798.17, as of January 16, 1988, no landlord shall charge rent for any controlled rental space in an amount greater than the rent in effect on December 1, 1985, until and unless the rent ceiling is adjusted under Section 5 [9.70.050] and/or Section 6 [9.70.060] of the Ordinance. [Res. 91-01, 1/3/91]

### Section 2.03 Initial Rent Adjustment

A. 1. Without petitioning the Board a landlord may adjust the rent in effect on December 1, 1985, in an amount equal to an annual general adjustment for the calendar year 1986 (2.50% plus any applicable 1985 Ordinance Section 5.B [9.70.050.B] utility increases) and an annual general adjustment for the calendar year 1987 (2.75% plus any applicable 1986 Ordinance Section 5.B [9.70.050.B] utility increases), for a combined increase of 5.32% plus any applicable annual utility increases allowable under Section 5.B [9.70.050.B] of the Ordinance over the December 1, 1985, rent, calculated as follows:

December 1, 1985 rent x (2.50% plus any applicable Ordinance Section 5.B [9.70.050.B] 1985 utility) increase = Y

2.75% x (December 1, 1985 rent + Y plus any applicable Ordinance Section 5.B [9.70.050.B] 1986 utility increase) = Z

December 1, 1985 rent + Y + Z = Allowable Annually Adjusted Rent for 1988

2. These general adjustments may be retroactively imposed as of January 16, 1988, but may not be banked as a rent increase as provided in Ordinance Section 5C. [9.70.050.C] and Regulations Section 2.09.

B. In addition to the adjustment provided in Section 2.03.A above, the landlord may also petition for an individual rent adjustment. The individual rent adjustment shall be offset by the amount of the previous annual general adjustments imposed by the landlord. The amount of the allowable individual adjustment imposed by the landlord shall not be in addition to the amount imposed pursuant to Section 2.03.A. This individual adjustment shall not be imposed retroactively to January 16, 1988, and it may only become effective as of the properly noticed date of increase.

C. 1. The base rent for a rental space created within an existing mobilehome park after December 1, 1985, and before the adoption of this Ordinance on December 17, 1987, shall be equal to the average rent of a comparable space in the same mobilehome park as of December 1, 1985. The maximum allowable rent on such rental space shall be calculated pursuant to Section 2.03.A. and B.

2. a. The base rent for a controlled rental space in a new mobilehome park created after December 17, 1987, shall be equal to the initial fair market rent.

b. For a controlled rental space in a new mobilehome park created after December 17, 1987, the landlord may adopt as the mobilehome park base year any of the following:

- (i) the twelve-month period immediately following the opening of the park; or
- (ii) the first complete fiscal year following the opening of the mobilehome park; or
- (iii) the first full calendar year following the opening of the mobilehome park.

c. For a controlled rental space in a new mobilehome park created after December 17, 1987, the current year may not be the same nor in any way overlap with the base year chosen by the landlord.

3. a. The base rent for a controlled rental space in a newly created space within a mobilehome park in existence on December 17, 1987, shall be equal to the average rent of a comparable space within the same or a similar mobilehome park as of December 1, 1985. The maximum allowable initial rent on such space shall be calculated by increasing the base rent by all annual general adjustments for each full calendar year prior to the setting of the initial rent pursuant to the formula set forth in Section 5 [9.70.050] of the Ordinance.

b. The landlord may petition for an individual adjustment for such space in accordance with Subsection 2.b. above.

#### **Section 2.04 Anniversary Date**

A. If the landlord imposes an individual rent adjustment in 1988, the effective date of the individual rent adjustment shall become the anniversary date upon which all future properly noticed individual and annual general rent adjustments may become effective.

B. If the landlord only imposes annual general rent adjustments in 1988, the date on which the annual general adjustments were effective shall be the anniversary date upon which all

future properly noticed individual and annual general rent adjustments may become effective, provided that no anniversary date may be prior to February 1st of the subsequent year.

C. The anniversary date established pursuant to Sections 2.04.A and B, above, and the consolidated anniversary dates set forth in Section 2.06 below, shall apply to all controlled rental spaces within a mobilehome park so that there will be only one consolidated anniversary date within a mobilehome park.

D. For newly created controlled rental spaces within a mobilehome park in existence on December 17, 1987, created after December 17, 1987, any amount of rent due to a landlord or to a homeowner/resident as a result of any provision herein shall be paid or credited along with the next monthly rent payment after the December 1, 1985 rent has been adjusted pursuant to annual general adjustments and/or an individual rent adjustment.

### **Section 2.05 Number of Allowable Rent Increases and Adjustments in a Twelve-Month Period**

Landlords may not raise rents more than once in any twelve-month period, except as follows:

1. After the calendar year 1988 a rental increase due to banking;
2. In calendar year 1988, a landlord may adjust rent levels with annual general rent adjustments retroactive to January 16, 1988, and then subsequently adjust rents with an individual rent adjustment within calendar year 1988;
3. A rent increase or adjustment within twelve (12) months of a rent adjustment after the expiration of a long-term lease pursuant to Section 2.10 of these Regulations;
4. During calendar year 1989 for consolidation of anniversary date purposes.

[Res. 89-01, 2/2/89]

### **Section 2.06 Consolidation of Anniversary Dates**

A. In order to facilitate the efficient operation of the administrative hearing process, anniversary dates for rent increases within a mobilehome park shall be consolidated. Beginning in calendar year 1989, there shall be no more than one anniversary date for rent increases within a single mobilehome park.

B. For any space which was a controlled space on December 17, 1987, and only received annual general rent adjustments in calendar year 1988, while other spaces in the park received an initial individual adjustment (resulting in more than one anniversary date in the park), a landlord may impose an additional increase on the park wide anniversary date in 1989 calculated as follows:

1. The difference in dollars between the percentage amount of the individual adjustment imposed in 1988 and the percent of the annual general adjustments imposed in 1988, multiplied by

2. The number of months in excess of twelve (12) months between the park wide anniversary date in 1989 and the imposition of the annual general adjustments in 1988.

C. 1. The anniversary dates for controlled rental spaces in a new mobilehome park created after December 17, 1987, must be consolidated to one park-wide anniversary date within three (3) years of the initial rental of controlled rental spaces within the new mobilehome park. This must be done by using pro-rated annual general and individual increases for controlled rental spaces that do not receive a rent adjustment for a period greater than twelve (12) months as a result of consolidation, pursuant to Section 2.06 of these Regulations.

2. The anniversary dates for a controlled rental space in a newly created space within a mobilehome park in existence on December 17, 1987 shall be consolidated with the mobilehome park-wide anniversary date by using a pro-rated annual general and individual increase for the newly created space on the first park-wide anniversary date subsequent to the time at least twelve (12) months after the initial rental of the newly created space.

#### **Section 2.07 Consolidation of Rental Increases**

Except as provided in Section 2.05 above, a landlord must combine an increase in rent based upon the annual general adjustment and any individual increase sought.

#### **Section 2.08 Effect of General Rent Adjustment on Individual Rent Adjustment**

Any individual adjustment permitted shall be offset by the amount of any annual general rent adjustment to which the landlord was entitled and actually implements. Any annual general rent adjustment actually imposed may include banked general adjustment increases.

#### **Section 2.09 Banking**

A. After calendar year 1988, a landlord who refrains from imposing an annual general rent adjustment, or any portion thereof, may accumulate the increase and impose some or all of that amount at any time.

B. Only those increases which could have been imposed within or subsequent to calendar year 1989 may be accumulated.

C. The permissible imposition of a banked increase at any time is the one exception to the rule which proscribes more than one rent increase within a twelve-month period as set forth in Section 2.05, above.

D. 1. If the Board or a Hearing Examiner determines that a landlord has imposed a banked increase to which the landlord is not entitled pursuant to the Ordinance and these Regulations, the landlord shall be required to notify all homeowners/residents affected by the overcharge and provide the Board or Hearing Examiner with proof that notice was given and/or that a good-faith effort was made to provide such notice.

2. The Board or Hearing Examiner shall recalculate the maximum allowable rent. In determining this amount the Board or Hearing Examiner shall determine the rent in effect as of the date of the last properly noticed and implemented rent increase which was in compliance with the Ordinance and Regulations. Pursuant to Section 5.D [9.70.050.D] of the Ordinance, the Board or Hearing Examiner shall disallow any and all annual general adjustments subsequent to the date of an improper banking increase. The Board or Hearing Examiner shall allow the recalculated maximum rent to be increased by properly noticed and implemented individual rent adjustments subsequent to the date of the last properly noticed and implemented rent increase.

### **Section 2.10 The Expiration of Long-Term Leases**

A. A rental space which was subject to a lease of more than twelve (12) months duration that is in compliance with Civil Code Section 798.17 (hereafter a "long-term lease") on December 17, 1987, when the Ordinance was adopted, shall not be subject to the rent limitations of the Ordinance until the date of the expiration of the lease.

B. Any extension in excess of twelve months duration of a long-term lease or a new long-term lease is also not subject to the rent limitations of the Ordinance until the date of the expiration of the extension or new long-term lease.

C. Upon the expiration of any long-term or rental agreement which meets the criteria under Civil Code Section 798.17 that has not been extended or a new lease or rental agreement entered into, the monthly rent shall be the last rental rate charged for the space under the previous lease or rental agreement, and the rental amount shall be the "base rent" for purposes of applicable provisions of Ordinance No. 494 [Rohnert Park Mobilehome Ordinance 9.70] and the Rent Appeals Board Rules and Regulations (Civil Code Section 798.17). [Res. 88-06, 4/21/88]

D. The "base rent" as defined in Section 2.10.C above, may be adjusted as follows:  
[Res. 88-06, 4/21/88]

1. By the annual general adjustment authorized on the next mobilehome park's anniversary date.

2. An individual rent adjustment may be imposed provided that said increase was pursuant to the requirements of the Ordinance and these Rules and Regulations, on the next mobilehome park's anniversary date.

3. Any individual rent adjustment under Section 2.10.D.2, shall be offset by the amount of any allowable annual general adjustment under Section 2.10.D.1.

### **Section 2.11 Posting**

A. Maximum Allowable Rent. The maximum allowable rent is defined as the maximum dollar amount allowed to be charged for each space under the City's Mobilehome Ordinance.

B. Posting. The landlord shall post in the rental office the maximum allowable rent, as set forth in Section 2.11(A) above, the address and telephone number of the Board, a copy of the Ordinance and Rules and Regulations and any other information the Rent Appeals Board deems relevant for each rent controlled space within ten (10) calendar days of one or more of the following events:

- 1) the expiration of a long-term lease (landlord need only post the maximum allowable rent of those spaces affected by the lease expiration);
- 2) the request of the Rent Appeals Board; or
- 3) the noticing of the Annual General Adjustment by the Rent Appeals Board.

C. Vacancy Control and Prospective Homeowner Rights. The terms of vacancy control and the prospective homeowner rights, as contained in the ordinance and Sections 2.14 and 2.15 below, shall be made available by the park owner to homeowners, residents and prospective homeowners at the time they consider purchasing a mobilehome coach.

### **Section 2.12 Retroactive Effect of Noticed Increase**

If all or any increase contained in a landlord petition is granted by the Board or a Hearing Examiner, said increase shall be retroactive to the legally noticed effective date of increase.

### **Section 2.13 Mobilehome Owner not a Landlord**

An owner of a mobilehome which occupies a controlled rental space is not a landlord for purposes of this Ordinance and these Regulations.

### **Section 2.14 Vacancy Control** [9.70.042 and 9.70.044] [Res. 96-04, 7/18/96]

A. Operation of Vacancy Control. A park owner is prohibited from raising rent upon re-rental or re-lease of a mobilehome on-site to a prospective homeowner/resident or current homeowner/ resident. This is know as an "in-place transfer" from one homeowner/resident to another or prospective homeowner with the mobilehome coach remaining on the existing space. A prospective homeowner shall have the same rights as a homeowner under the California Code of Civil Procedure (CCP) section 798, Mobilehome Residency Law, as may be amended (hereinafter know as "MHR Law"). Those rights include, but are not limited to:

1. The same base rent currently being paid and a month-to-month rental agreement, being subject to rent control law; or

2. The same base rent currently being paid and a rental agreement under 12 months, being subject to rent control law; or

3. A rental agreement over 12 months (lease) offered by the park owner; this would exempt the space from the rent control ordinance according to the MHR Law, as may be amended.

The park management's right of prior approval of a purchaser of a mobilehome that will remain in the park is covered under the MHR Law, as may be amended. If approval is withheld for any reason other than those stated in the MHR Law, as may be amended, the park management or park owner may be held liable for all damages. It is not the responsibility of the City or the Board to enforce the provisions of the MHR Law, as may be amended, or other civil laws which apply to leases over 12 months.

B. Rent Control Fees: In items A.1. and A.2. above, the prospective homeowner would also be subject to, on a pro rata basis, any capital improvement pass-through line-items currently in effect and awarded by the Board (see Chapters 5 and 7) and the annual registration fee calculated annually by the Board for operation of the rent control ordinance (see Chapter 4). The landlord is prohibited from collecting these monthly amounts for any dates previous to the signing of a new rental agreement.

C. New Construction. Mobilehome spaces that are "new construction" as defined in the California CCP section 798.7 are exempted in accordance with California CCP section 798.45, as may be amended.

D. Expiration of Long-Term Lease. At the expiration of a long-term lease agreement, the homeowner/resident is entitled to be subject to rent control. See Section 2.10 The Expiration of Long-Term Leases.

E. Posting. The terms of this section are subject to the posting requirements contained in Section 2.11 Posting.

**Section 2.15 Prospective Homeowner Rights** [9.70.042 and 9.70.044] [Res. 96-04, 7/18/96]

A. Any person who is a prospective homeowner as defined in Chapter 9 - Definitions (9.70.020.K) must be offered the option of renting a mobilehome space in a manner which will permit the prospective homeowner to receive the benefits of this chapter which includes, but is not limited to, rental of a mobilehome space on a month-to-month basis, and a base rent as set forth in Section 2.14 (9.70.042). Such a person cannot be denied the option of a tenancy of 12 months or less in duration.

B. The prospective homeowner shall have access to the vacancy control provisions as detailed in Section 2.14 Vacancy Control.

C. The park owner/management shall inform the prospective homeowner of their options

under this clause. The terms of this section are subject to the posting requirements contained in Section 2.11 Posting.

**[PAGE LEFT BLANK]**

## CHAPTER 3 -- REGISTRATION

### Section 3.01 Initial Registration

A. On or before March 7, 1988, each landlord shall file a completed registration form for all mobilehome parks and all mobilehome spaces, including the provision of specific information as set forth on approved registration forms which are at Appendix A, Form #1, and are incorporated into these Regulations.

B. The Board may grant any request for an extension of time to file the registration forms if the Board finds that the timely completion of the registration forms would pose an unusual hardship.

### Section 3.02 Re-registration

A. On January 1, 1989, and annually thereafter, the landlord shall re-register all mobilehome parks and mobilehome spaces, including the provision of specific information as set forth on the re-registration forms which are at Appendix A, Form #2 and are incorporated into these Regulations.

B. The completed re-registration form must be received by the Board no later than February 1st.

### Section 3.03 Registration Fee

#### A. General.

1. Each mobilehome park landlord shall pay a registration fee for each controlled space within the mobilehome park not exempted on January 1, 1991, from the payment of an annual registration fee under Civil Code Section 798.17, or any comparable exempting state legislative enactment. A controlled rental space not legally exempt, as above provided, is not properly registered and the landlord is not in compliance with the provisions of Ordinance No. 494 [Rohnert Park Mobilehome Ordinance 9.70] until payment of the registration fee is received by the Board. [Res. 91-01, 1/3/91]

2. The amount of subsequent annual registration fees shall be determined and announced by the Board on or before December 1st. The registration fee shall accompany the re-registration forms.

3. The registration fee shall be paid on a calendar year basis.

B. Registration Fee Pass Through.

1. For calendar year 1988, the prorated annual registration fee for the months prior to the date set to collect such fees may be collected by being added to the homeowners'/residents' monthly rent as of the first month of the date set for collection of the pass through. For the remainder of calendar year 1988 and thereafter, the prorated fee shall be collected monthly.

2. The passed through registration fee shall not be included in the base rent for a controlled rental space. The registration fee shall not be used in the calculation of any annual general adjustment or individual adjustment of allowable rents.

3. At the expiration of a long-term lease (which is not extended or a new lease entered into), the landlord may not pass on to the homeowner/resident then occupying the controlled rental space any annual registration fees that were due prior to the expiration of the long-term lease. If the long-term lease is not renewed, the landlord may pass on to the homeowner/resident any annual registration fees due, prorated for the balance of the calendar year. [Res. 89-04, 6/1/89]

C. Exemptions. Fees for the registration of the following controlled spaces shall not be passed through to homeowners/residents where: [Res. 89-04, 6/1/89]

1. The rent for the mobilehome space is subsidized pursuant to the Housing Assistance Payments Program (Pub. L. 93-383, Section 8, as amended); and

2. The landlord owns the mobilehome and uses it as his/her personal and actual residence or allows it to be occupied by an agent or employee of the owner whose employment is directly related to the mobilehome park.

3. No registration fee shall be due from any rental space covered by a long-term lease entered into after December 31, 1990, that is exempt from the payment of such fee under Civil Code Section 798.17. [Res. 91-01, 1/3/91]

4. Nothing in these Rules and Regulations shall affect the rights of the landlord or homeowner/resident which were negotiated under a rental agreement pursuant to California Civil Code Section 798.17 (b). [Res. 89-04, 6/1/89]

D. New and Previously Exempt Controlled Rental Spaces.

1. New and previously exempt controlled rental spaces must pay the prorated annual registration fee beginning with the first day of the month within which the controlled rental space was created or lost its exempt status.

2. a. Within thirty (30) calendar days of the creation of a new controlled rental space, the landlord shall notify the Board by registering the space and paying a prorated

registration fee, beginning with the first day of the month within which the controlled rental space was created and continuing through the remainder of the calendar year. [Res. 93-03, 9/2/93]

b. Within thirty (30) calendar days of a previously exempt controlled rental space losing its exempt status, the landlord shall notify the Board and pay a prorated registration fee as set forth in B.1., above. [Res. 93-03, 9/2/93]

### **Section 3.04 Board Powers on Noncompliance**

A. 1. If the landlord has willfully and knowingly failed to register any controlled rental spaces, the Board may, on its own initiative, inform the landlord that, thirty-five (35) calendar days from the date the Board mails the notice to the landlord, homeowners/residents of such non-registered controlled rental spaces shall be authorized to withhold all or a portion of their rent for the spaces until such time as the rental spaces are properly registered, as determined by the Board. [Res. 93-03, 9/2/93]

2. The landlord may file a petition to contest the Board's proposed action, as set forth in Section 5.04 of these Regulations.

B. At the same time that the Board mails notice to the landlord (as set forth in Subsection A, above), the Board will mail notice to all affected homeowners/residents in non-registered controlled rental spaces. The homeowners/residents will be informed that, subject to the Board's review of any petition in opposition filed by the landlord, the homeowners/residents in the non-registered controlled rental spaces shall be authorized to withhold rent in an amount set forth by the Board. The homeowners/residents shall be authorized to begin withholding the rent thirty-five (35) calendar days from the date the Board mails the notice to the homeowners/residents.

[Res. 93-03, 9/2/93]

C. If the rent for a mobilehome space is subsidized pursuant to the Housing Assistance Payments Program (Pub. L. 93-383, Section 8, as amended) then there shall be no penalty for non-payment of any registration fee for the period under which the rent remains subsidized.

[PAGE LEFT BLANK]

## CHAPTER 4 -- ANNUAL GENERAL ADJUSTMENT

### Section 4.01 General Adjustment

A. 1. On or before November 1<sup>st</sup> of each year, the Board shall direct Board/City staff to determine the percentage increase between the Consumer Price Index-Urban Wage Earners and Clerical Workers, U.S. city average (CPI) reported as of September of the prior year and the month of September of the current year. [Res. 95-04, 10/19/95; Res. 96-02, 6/6/96; Res. 2000-02, 10/05/2000]

2. For the September 1994 to September 1995 period only (due to the change from October-to-October CPI), the CPI increase shall be for an 11-month period, i.e., from October 1994 through September 1995. (The month of September 1994 was included in the previous CPI calculation for October 1993-October 1994 period.) [Res. 95-04, 10/19/95; Res. 96-02, 6/6/96]

B. 1. The Board shall calculate the permissible maximum amount of the annual general adjustment at one-half of one percent (1/2%) less than one hundred percent (100%) of the percentage increase in the CPI determined in Section A above. The amount of the permitted increase shall be rounded to the nearest one-tenth of one percent (0.10%). [Res. 96-02, 6/6/96; Res. 96-08, 11/7/96; Res. 97-02, 6/5/97; Res. 2000-02, 10/05/2000]

2. In the event the vacancy control provision (Section 9.70.042), or the prospective homeowner rights (Section 9.70.044) are invalidated in any way or by any authority, then the Annual General Adjustment formula will revert to seventy-five percent (75%) of the CPI with a four percent (4%) cap, as cited in Section 9.70.055. [Res. 96-02, 6/6/96]

C. The Board shall not allow an annual adjustment to exceed a maximum of four percent (4%). The amount of a general annual adjustment beyond the maximum allowable cap of four percent (4%) is void and may not be banked by a landlord. [Res. 96-02, 6/6/96]

D. On or before November 1st of each year, the Board shall announce the amount of the maximum permissible annual general adjustment at a Board meeting. [Res. 96-02, 6/6/96]

E. On or before January 1st of each year, the Board/City staff shall notify the Board of any landlords who are not in compliance with Section 5.D [9.70.050.D] of the Ordinance.

F. On or before January 20th of each year, the Board shall mail a notice to each landlord and to each registered homeowner/resident, containing the following information:

1. The amount of the maximum permissible annual general adjustment effective on or after February 1st on the mobilehome park's rent anniversary date;

2. Notice that compliance with the provisions of the Ordinance is a precondition to the landlord's right to impose an annual general adjustment;

3. Notice that homeowners/residents may petition the Board for a review of the landlord's compliance with the Ordinance, as set forth in Chapter 6 of these Regulations; and

4. Under the following circumstances the Board shall provide notice to both landlords and affected homeowners/residents that the Board has determined that the landlord may not impose the annual general adjustment because the landlord has not:

- a. properly registered; and/or
- b. paid the annual registration fee for all controlled rent spaces within the mobilehome park; and/or
- c. complied with an order of the Board or a Hearing Examiner.

5. Notice that the landlord may petition the Board as set forth in Section 5.03 of these Regulations to reverse its decision restricting the imposition of the general annual adjustment pursuant to Subsection F.4, above, because the landlord was or has subsequently come into compliance.

G. In the event that a petition pursuant to Section 6.02 of these Regulations is sustained, the permissible general rent adjustment shall take into account the reduction in the value of housing services actually received at the time of the general rent adjustment in the calculation of the new rent.

#### **Section 4.02 Extra Rent Increase for Landlords who Pay for Gas and/or Electricity**

A. The extra increase(s) allowed by Section 5.B [9.70.050.B] of the Ordinance for landlords who pay for gas and/or electricity separately charging a homeowner/resident may be applied each year on the rental increase anniversary date. Such increase shall become part of the base rent, and may be added to the annual general adjustment such that the total general adjustment may only exceed four percent (4%) by no more than one-half of one percent (0.50%) of the rent for each utility (gas and/or electricity) provided.

B. For the purposes of calculating the maximum allowable annual rent increase, the extra increase(s) for landlords who pay for homeowners'/residents' gas and/or electricity shall be considered part of the general annual rent adjustment and shall offset the amount of any individual rent adjustment permitted in the same year.

C. In the event that a landlord discontinues either or both utilities services, the homeowner/resident shall be entitled to petition the Board for a pro rata reduction in the general adjustment increase paid for such services, from the date of the discontinuance.

D. Notwithstanding the above Subsections of Section 4.02 unless a rental agreement specifically prohibits such practice, effective January 1, 1991 for any new, renewed, or extended rental agreement, the park management may bill a homeowner/resident separately for utility service fees and charges assessed by the utility for services provided to or for spaces in the park as expressly authorized by Civil Code Section 798.41. [Res. 91-01. 1/3/91]

Any separately billed utility fees and charges shall not be deemed included in the rent charged for those spaces under the rental agreement and shall not be deemed to be rent or a rent increase. If this method of billing is selected and if the utilities had previously been included and

**4.02.D.**

billed at the time of the initial billing reflecting the change, the landlord shall reduce the rent by the amount of the utilities separated from the bill to be billed separately. [Res. 91-01, 1/3/91]

Utility services are natural gas, liquid propane gas, electricity, water, cable television, garbage, refuse and sewer. [Res. 91-01, 1/3/91]

**[PAGE LEFT BLANK]**

## CHAPTER 5 -- LANDLORD PETITIONS

### Section 5.01 Petition for Net Operating Income (NOI) [reference Municipal Code 9.70.060]

A. NOI Increase: The Ordinance contemplates that the Annual General Adjustment pursuant to Section 5 [9.70.050] of the Ordinance will provide a landlord with a fair and reasonable return. However, in the event a rent increase in the amounts allowed under Section 5 [9.70.050] of the Ordinance does not provide a landlord with a fair and reasonable return, the landlord may request an increase in excess of said amounts by filing a petition in accordance with the provisions of Section 6 [9.70.060] and Section 7 [9.70.070] of the Ordinance and Chapter 7 of these Regulations.

A rent increase granted pursuant to a landlord's petition for an individual adjustment of rents shall be effective as of the legally noticed effective date of the increase and shall not exceed the increase requested in the petition.

B. Fair and Reasonable Return:

1. A fair and reasonable return is that amount required for the landlord to maintain the base year net operating income adjusted for inflation.

2. The Board shall permit annual increases in rent such that the landlord's net operating income shall be increased by an inflation adjustment factor which is determined to be sixty percent (60%) of the percentage increase in the current consumer price index over the base year consumer price index.

C. NOI Formula: The Board or Hearing Examiner shall determine the amount of the individual rent increase required to provide the landlord with a fair and reasonable return, according to the following formula: [Res. 93-03, 9/2/93]

$$\begin{array}{r}
 \left( \frac{\text{.60}}{\text{Inflation Adjustment}} \right) \times \left( \frac{\text{Increase in CPI Adjustment}}{\%} \right) \times \$ \frac{\text{Base Year NOI}}{\text{Inflation Factor}} = \$ \frac{\text{Inflation Factor}}{\text{Inflation Factor}} \\
 \\
 \$ \frac{\text{Base Year NOI}}{\text{Base Year NOI}} + \$ \frac{\text{Inflation Factor}}{\text{Inflation Factor}} = \$ \frac{\text{Fair Return}}{\text{Fair Return}} \\
 \\
 \$ \frac{\text{Fair Return}}{\text{Fair Return}} + \$ \frac{\text{Current Operating Expenses}}{\text{Current Operating Expenses}} = \$ \frac{\text{Required Gross Income to Produce Fair Return}}{\text{Required Gross Income to Produce Fair Return}} \\
 \\
 \$ \frac{\text{Required Gross Income}}{\text{Required Gross Income}} - \$ \frac{\text{Current Year Gross Income}}{\text{Current Year Gross Income}} = \$ \frac{\text{Total Annual Rent Increase}}{\text{Total Annual Rent Increase}} \\
 \\
 \$ \frac{\text{Total Annual Rent Increase}}{\text{Total Annual Rent Increase}} \div \$ \frac{\text{Total Number of Spaces}}{\text{Total Number of Spaces}} \div 12 \text{ Months} = \$ \frac{\text{Allowable Rent Increase Per Space Per Month}}{\text{Allowable Rent Increase Per Space Per Month}}
 \end{array}$$

5.01.D.

D. 1. Voluntary Agreements. Discussion and creation of voluntary agreements between a park owner and park residents for a Net Operating Income petition shall be in accordance with Chapter 7 Public Hearings, specifically, Section 7.04.F. Pre-Hearing Conference and Section 7.12 Conciliation. [Res. 97-01, 4/3/97]

2. Meetings between Park Owners and Residents. Nothing in these Rules and Regulations shall prevent a park owner or park residents from exercising their rights under the Mobilehome Residency Law, Article 5, Homeowners Meetings with Management (California Civil Code 798.53). [Res. 97-01, 4/3/97]

E. Definitions: For the purposes of Section 5.01, the following definitions shall be used:

1. Net operating income equals gross income minus operating expenses.

2. Gross income equals the following:

a. gross rents computed as gross rental income at one hundred percent (100%) occupancy, including rent received from homeowners/residents in controlled rental spaces who are subject to long-term leases; plus

b. interest from security and cleaning deposits (except to the extent that said interest is payable to the homeowners/residents); plus

c. income from services, including but not limited to utility payments received from homeowners/residents, garage and parking fees, income from laundry facilities; plus

d. all other income or consideration received or receivable for or in connection with the use or occupancy of rental spaces and housing services including, but not limited to, rental of common recreational facilities; minus

e. uncollected rents due to vacancy and bad debts to the extent the same are beyond the landlord's control. Uncollected rents in excess of three percent (3%) of gross rents shall be presumed to be unreasonable unless established otherwise.

3. Operating expenses shall include the following expenses to the extent that they are reasonable:

a. License fees;

b. Property taxes;

c. Utility costs;

- d. Insurance;
- e. Management expenses;

Management expenses include both contracted or owner performed. Management expense, including owner-performed management services are presumed to equal six percent (6%) of gross income unless otherwise established. Said expenses shall be imputed for properties which are owner managed. Management expenses shall include accounting and advertising, dues and subscriptions, office telephone, office supplies, and printing.

- f. Landlord performed labor;

A landlord who includes landlord-performed labor as an operating expense must submit documentation showing the date, time and nature of the work performed. Landlord-performed labor shall be valued at prevailing rates for laborers unless the landlord can demonstrate sufficient expertise in a craft to justify payment for the labor at a higher rate.

- g. Normal repair and maintenance expenses, including but not limited to janitorial service, landscaping, building and grounds maintenance and refuse removal.

- h. Allowable legal expenses;

Allowable legal expenses shall include attorneys' fees and costs incurred in connection with successful good faith attempts to recover rents owing and successful good faith unlawful detainer actions not in violation of applicable law, to the extent the same are not recovered from homeowners/residents.

- i. The amortized cost, plus all points, loan fees, and other customary, non-recurring charges (not including interest), of capital improvements, less any industry rebates, insurance proceeds or other reimbursement for such capital improvement; [Res. 96-05, 8/15/96]

- j. The amortized cost, plus all points, loan fees, and other customary, non-recurring charges (not including interest), of the cost of rehabilitation, less any industry rebates, insurance proceeds or other reimbursement for such rehabilitation; [Res. 96-05, 8/15/96]

- k. Auto and truck expenses;

- l. Employee benefits, including but not limited to worker's compensation, health insurance, bonuses and the value of the rental of a mobilehome provided for the use of an employee;

- m. Employee payroll and payroll taxes;

- n. Permits and fees;

- o. Refuse removal; and

- p. Ground lease payments.

4. The following are excluded from allowable operating expenses:
  - a. Avoidable and unnecessary expense increase since the base year;
  - b. Mortgage interest and principal payments;
  - c. Fees, penalties and interest awarded for violation of this Ordinance or any other law;
  - d. Depreciation of the property;
  - e. Legal fees, except as provided in Subsection 3.h, above. Attorneys' fees and all costs incurred in proceedings before the Board, or in connection with civil actions against the Board, are not allowed as operating expenses; and
  - f. Any expense for which the owner has been reimbursed by any security deposit, insurance settlement, judgment for damages, settlement or any other method.
5. Base year, as used in Section 5.01 is calendar year 1985.
6. Base year CPI shall be the CPI in effect for June 1, 1985, which was 333.2. The Board shall have the power to select a base period other than 1985.
7. Current year CPI shall be the CPI last reported as of the filing of the petition.
8. Base year Net Operating Income shall be determined by subtracting the actual operating expenses for the base year from the gross income realized during the base year.
9. Capital Improvement: As described in Section 5.02 definition of capital improvement. [Res. 98-04. 11/5/98]
- 10. Rehabilitation: [Res. 98-04. 11/5/98. formerly 5.02.C]
  - a. Costs of rehabilitation means building improvements, major repairs, replacement and maintenance. [Res. 93-01. 3/18/93]
  - b. Costs of rehabilitation shall not include costs of any work done to bring a controlled rental space into compliance with any state or local law where the controlled rental space has not been in compliance from the time of its original construction or installation and such law was in effect at the time of such construction or installation. [Res. 93-01. 3/18/93]
  - c. Costs of rehabilitation, less industry rebates, insurance proceeds or other reimbursement, shall be averaged on a per space basis.

**5.01.F.**

**F. Cost of Capital Improvement or Rehabilitation** [Res. 98-04, 11/5/98, formerly 5.02.D]

1. Rate of Return. Based on the petition presented and the evidence presented in support thereof, the Board or Hearing Examiner shall determine whether the mobilehome park owner shall be entitled to a fair and reasonable rate of return on any or all of the capital improvement or rehabilitation installed. A fair and reasonable rate of return shall be based on evidence of the interest cost to the mobilehome park owner, the cost of interest in the market for comparable projects, and such other evidence that may be presented at the hearing which will assist the Board or Hearing Examiner in determining a fair and reasonable rate of return on the cost of the capital improvement or rehabilitation. Any interest rates reported in evidence to assist the Board or Hearing Examiner in determining a fair and reasonable rate of return shall not be usurious in nature, as defined by the California State Constitution, Article XV - Usury, as amended. [Res. 96-05, 8/15/96]

2. Cost of Financing. In the event the landlord finances part or all of a capital improvement or rehabilitation, the cost of financing may be included as a cost of the capital improvement or rehabilitation but may not otherwise be included as an operating expense. The cost of financing shall be amortized over the established useful life of the capital improvement or rehabilitation and shall be determined as follows: All points, loan fees, and other customary, non-recurring charges, not including interest, assessed against the landlord to obtain the borrowed funds. These costs shall be added to the cost of the capital improvement or rehabilitation. [Res. 96-05, 8/15/96]

3. Recovered Costs. If a rent increase which includes a landlord's capital improvement or rehabilitation costs is granted by the Board or Hearing Examiner under these Regulations and the landlord recovers payment for said improvement or rehabilitation, such as any industry rebates, insurance proceeds, or other reimbursement for said improvement or rehabilitation, after the rental increase is collected by the landlord, the rents shall automatically be reduced. The landlord shall promptly advise the Board of the amount of the recovery or payment, the date the landlord became eligible for such payment, and the date the payment was received. The landlord shall reduce the rent effective the date of reimbursement by the amount of the recovery or payment divided by the remaining amortized useful life of the improvements further divided by twelve (12) and further divided by the number of spaces affected. [Res. 96-05, 8/15/96]

4. Amortization. Costs of capital improvements and the costs of rehabilitation shall be amortized on a straight-line basis over their useful lives. The Board or Hearing Examiner has the discretion to determine the length of the useful life of each capital improvement or rehabilitation. [Res. 96-05, 8/15/96] [Res. 98-04, 11/5/98, formerly 5.02.E]

5. Discontinuance of Charge for Assessment of Capital Improvement(s) or Rehabilitation Once Cost Recovered. After the cost of the capital improvement(s) or rehabilitation installed, together with any interest allowed, has been recovered, any charge or cost of the capital improvement(s) added to a formula or part of the rental charge to the homeowners/residents from the mobilehome park owner, shall be removed from the rental statement by the mobilehome park owner. [Res. 98-04, 11/5/98, formerly 5.08.E]

5.01.F.6.

6. Failure to Delete Pass-Through Charge. If the park owner fails to delete the capital improvement or rehabilitation charge from the rental statement and if the mobilehome park owner collects a capital improvement or rehabilitation rental charge after the effective date it should have been deleted from the rent amount charged the homeowners/residents, the mobilehome park owner shall repay the homeowner such rental amount collected after the capital improvement or rehabilitation charge should have been deleted from the rental charge. The amount of the repayment to the homeowner shall include interest at the same rate charged the homeowner. In the alternative, the mobilehome park owner shall allow such amount as a credit against future rent until the overcharge has been fully repaid or credited. [Res. 98-04, 11/5/98, formerly 5.08.F]

G. Presumption of Base Year: For the purposes of determining the rent increase necessary to provide the landlord with a fair and reasonable return, it shall be presumed that the Net Operating Income, as described in Section 5.01, received by the landlord in the base year, provided the landlord with a fair and reasonable return. [Res. 98-04, 11/5/98, formerly 5.01.J]

H. Rebuttal to Base Year: The landlord or homeowner/resident may present evidence to rebut the presumption of fair and reasonable return based upon the base year Net Operating Income as set forth in Subsection H, above, and the Board or Hearing Examiner may adjust said Net Operating Income accordingly if the Board or Hearing Examiner makes at least one of the following findings: [Res. 98-04, 11/5/98, formerly 5.01.K]

1. Adjustments to Expenses: The landlord's operating and maintenance expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating such expenses so that the base year operating expenses reflect average expenses for the property over a reasonable period of time. In considering whether the base year net operating income yielded more or less than a fair net operating income, the Board shall consider the following factors:

a. The landlord made substantial capital improvements during the base year, which were not reflected in the base year rent levels;

b. Substantial repairs were made due to damage caused by uninsured disaster or vandalism;

c. Maintenance and repair were below accepted standards so as to cause significant deterioration of housing services;

d. Other expenses were unreasonably high or low notwithstanding prudent business practice.

2. Adjustments to Income:

a. Rents during the base year were disproportionately low due to the fact that they

were not established in an arms-length transaction or because of other peculiar circumstances;

b. The gross income during the base year was significantly lower than normal because of the destruction of the premises and/or temporary eviction for construction or repairs.

I. Base Year Established: Once the Board or a Hearing Examiner determines the net operating income for the base year, it shall be conclusively presumed as the base year (1985) net operating income for all subsequent petitions in subsequent years. [Res. 98-04, 11/5/98, formerly 5.01.L]

J. Current Year: In Section 5.01, current year means either the prior full calendar year or the prior fiscal year immediately preceding the date of filing of the petition at the landlord's option. The landlord may use either period so long as such choice does not allow any portion of such period to overlap with a previously used current year. [Res. 98-04, 11/5/98, formerly 5.01.M]

K. Current Net Operating Income: The current net operating income is determined by subtracting the current year operating expenses from the current year gross income. [Res. 98-04, 11/5/98, formerly 5.01.N]

L. Test for Compliance with Ordinance: Upon determining the allowable rent increase per space in response to a Landlord Petition for Individual Adjustment of Rents, the Board or Hearing Examiner shall conduct a test to determine compliance with Ordinance 494, Section 6.A.1.h [9.70.060.A.1.h]. The steps of the test shall be as follows: [Res. 93-04, 9/2/93] [Res. 98-04, 11/5/98, formerly 5.01.O]

1. Sixty percent (60%) of the percentage increase between the base year CPI and the CPI last reported prior to the effective date of the rent increase shall be determined.

2. It shall be assumed that the Operating Expenses as of the effective date of the rent increase shall equal the Current Year Operating Expenses multiplied by the percentage increase between the last reported CPI of the Current Year and the last reported CPI prior to the effective date of the rent increase.

3. The Gross Income from Rents as of the effective date of the rent increase shall be calculated by adding the portion attributable to rents of anticipated Gross Income to Produce a Fair Return for the Current Year plus the gross income generated by any Annual General Adjustments and any Individual Adjustment of Rents authorized after the Current Year.

4. It shall be assumed that Other Income as of the effective date of the rent increase shall equal the Gross Income to Produce a Fair Return for the Current Year other than from rents multiplied by the percentage increase between the last reported CPI of the Current Year and the last reported CPI prior to the effective date of the rent increase.

5. The Gross Income as of the effective date of the rent increase shall be the sum of Gross Income from Rents and Other Income.

**5.01.L.6.**

6. The Net Operating Income as of the effective date of the rent increase shall be calculated by subtracting the Operating Expenses as of the effective date of the rent increase as calculated in 2 above from the Gross Income as of the effective date of the rent increase as calculated in 5 above. The percentage increase between the Base Year Net Operating Income and the Net Operating Income as of the effective date of the rent increase shall be determined.

7. The percentage increase calculated in 6 above shall be compared to sixty percent (60%) of the percentage increase in the CPI calculated in 1 above.

8. If the percentage increase calculated in 6 is greater than sixty percent (60%) of the percentage increase in the CPI as determined in 1 above; then the anticipated rent increase shall be reduced commensurably so that the rent increase does not result in an increase in rent such that the landlord's net operating income shall be increased by more than sixty percent (60%) of the percentage increase in the CPI over the base year.

9. If the adjustment required in 8 is greater than the monthly rent adjusted calculated in accord with the petition process, the Board or Hearing Examiner shall not approve any rent increase.

10. If the percentage increase calculated in 6 is less than or equal to sixty percent (60%) of the percentage increase in the CPI as determined in 1 above; then there shall be no further adjustment of the rent increase.

**Section 5.02 - Single Capital Improvement Definition** [Res. 98-04. 11/5/98]

A. Capital Improvement Defined: "Capital improvement" as used in any petition means an allowable and depreciable expense, provided that:

1. The improvement materially adds to the value of the property and appreciably prolongs its useful life or adapts it to new uses, and which may be amortized over the useful remaining life of the improvement to the property.

2. The term "capital improvements" does not include those costs associated with the normal maintenance and upkeep of facilities and premises which were reasonably intended to be part of consideration provided by the mobilehome park as rent.

3. Substantial rehabilitation of the park that is necessitated as a result of the park owner's neglect, permissive waste, deferred maintenance, or acts of God shall not be regarded to be capital improvements to the extent that they restore facilities and premises to the conditions reasonably bargained for by the mobilehome park residents.

5.02.A.4.

4. Proposed capital improvements claims must set forth an amortization table spreading the cost of the improvement, less any industry rebates, insurance proceeds, or other reimbursement, over its proven useful life. Such costs must be separately itemized, if approved, on the monthly rent invoice, with the applicable expiration date stated.

5. Monthly invoice shall be decreased for such amortized capital improvement expenses at the end of the amortization period. Failure to do so shall be regarded to be an unauthorized increase in rent.

6. Capital improvements must be reasonably related to the operation of the business, are appropriate to the use of the property, and for the primary benefit, use and enjoyment of the homeowners/residents of the entire park. Costs must be allocated over all spaces in the park.

7. It shall be a rebuttable presumption that any item costing one thousand dollars (\$1,000.00) or less is considered an item of expense rather than a capital improvement.

8. Notice of Capital Improvement Installation/Meeting with Residents: The park owner should consult with or notify all residents and residents associations prior to installation of capital improvement(s) which would generate a petition. It is the expectation of the Board that such notification and/or meeting(s) would result in better understanding and support of such improvement(s), allow residents to plan for financial impact, and foster good relations between the park owner and mobilehome residents. Form #19 - Notice of Capital Improvement Installation is provided as a guide in the Appendix.

B. Exclusion from Capital Improvement Definition:

1. Submetered Utility System: The California Public Utilities Commission (PUC) Code Section 739.5 expressly limits recovery of the costs of owning, operating, and maintaining a submetered utility system to the reimbursement provided by the sub-meter discount. If a park owner contracts with a utilities supplier at an approved sub-metered rate and subsequently charges mobilehome residents at the higher residential rate approved by the PUC, such park owner is prohibited by the PUC from further recovery for the costs of owning, operating, and maintaining the submetered utility system. This PUC prohibition also includes the cost of the replacement of the submetered utility system.

2. Coin-operated equipment, service, or facility for which a use fee or other charge is imposed on residents for use, such as washers, dryers, vending machines, etc. These expenses are excluded unless they are offset by revenues from such operation of such equipment, service or facility, such as in a Net Operating Income Petition.

**Section 5.03 Petition for Capital Improvement Pass-Through** [Res. 98-04, 11/5/98]

A. Access to NOI Petition: The use of the capital improvements pass-through procedure by the mobilehome park owner shall not preclude the mobilehome park owner from using the net operating income formula allowed in Ordinance No. 494 and specifically Sections 6 [9.70.060] and 7 [9.70.070] thereof as implemented by the Rules and Regulations adopted by the Rent Appeals Board and specifically Chapters 5 and 7 thereof. [Res. 98-04, 11/5/98, formerly 5.09]

B. Voluntary Agreements. Discussion and creation of voluntary agreements between a park owner and park residents for Capital Improvement Pass-Through petitions shall be conducted in accordance with Chapter 7 Public Hearings, specifically, Section 7.04.F. Pre-Hearing Conference and Section 7.12 Conciliation. [Res. 97-01, 4/3/97] [Res. 98-04, 11/5/98, formerly 5.06.B.1]

C. Meetings between Park Owners and Residents. Nothing in these Rules and Regulations shall prevent a park owner or park residents from exercising their rights under the Mobilehome Residency Law, Article 5, Homeowners Meetings with Management (California Civil Code 798.53). [Res. 97-01, 4/3/97] [Res. 98-04, 11/5/98, formerly 5.06.B.2]

D. Denial of CIPT Application. No capital improvement pass-through shall be allowed if a landlord has accepted and retained rent in excess of the amount allowed under Ordinance 494 until the homeowner/resident has received, either in cash or as a credit against the homeowner/resident rental account, all rental paid to the mobilehome park owner by the mobilehome owner [homeowner] in excess of the amount of the rent properly and legally due. [Res. 98-04, 11/5/98, formerly 5.06.C]

E. Contents of CIPT Application. An application for a capital improvement pass-through shall be made on a form provided by the Board (Form #4.A) or in an application containing the items required by the Board. [Res. 98-04, 11/5/98, formerly 5.06.D]

1. The application shall contain, at the minimum, the following information:

a. The name, address and business telephone number of the owner/applicant together with the name, address and telephone number of the representative(s) of the mobilehome park owner responsible for processing the application and responsible for developing and providing the information supporting the application.

b. A description of each capital improvement item for which the mobilehome park owner seeks to recover the cost of installation, together with the cost of the item. If labor was used in installing or constructing the item, the cost of labor shall be shown as a separate item.

c. The estimated life of the proposed capital improvement.

d. The proposed amortization schedule for the item.

e. The location of the capital improvement to be installed or to be constructed.

f. The reason for the installation of the capital improvement item.

g. If the capital improvement item was installed with borrowed funds, the amount borrowed, the term of the loan, and all points, loan fees, and other customary, non-recurring charges (not including interest) of the funds borrowed, as outlined in Section 5.03.I.5, Cost of Financing. [Res. 98-04, 11/5/98, formerly 5.06.D.1.f]

h. If the capital improvement item is subject to recovery costs, such as industry rebates, insurance proceeds, or other reimbursement(s), any calculations or awards shall be reduced by those amounts, as outlined in Section 5.03.I.6, Recovered Costs. [Res. 98-04, 11/5/98]

2. The applicant shall present original copies of bills, invoices or checks, or photocopies thereof duly certified as true copies of the originals, supporting the cost of the capital improvement(s) installed. Failure to include documentation required may result in rejection of the application.

3. The completed application shall be certified as being true, complete and correct under penalty of perjury by the mobilehome park owner or his/her/its duly authorized representative for and on behalf of the petitioner at the end of the petition.

F. Limitation on Time for CIPT Application. An application for a capital improvement pass-through consideration shall not be made more than two (2) years after the date of completion of installation of the capital improvement(s). [Res. 98-04, 11/5/98, formerly 5.06.E]

G. Prospective Action of Adopted CIPT Procedures. The requirements imposed by this CIPT procedure shall be prospective only and shall not apply to applications filed or presently on file with the Board as of the date of the adoption of Resolution No. 95-02 on May 18, 1995. [Res. 98-04, 11/5/98, formerly 5.06.F]

H. CIPT Hearing: [Res. 98-04, 11/5/98, formerly 5.07]

1. Filing. Proper filing of a capital improvement petition is the responsibility of the petitioner.

2. Preliminary Review. Within three (3) working days after the date the application is filed with the Rent Appeals Board, the Board or City staff shall complete a preliminary review of the application for sufficiency.

3. Proper Filing. No further action shall be taken if the petition is not properly filed or if the petitioner has not complied with Rule 5.06. Petitions which are illegible, incomprehensible, erroneously completed, false, incomplete in any important area, or for which the required fees have not been paid will not be considered properly filed.

4. Hearing Process Referenced. If the Board or its designee determines that the petition is in order and complies with the requirements of this Chapter, then the capital improvement petition shall be processed pursuant to the time schedule and the process provided in Chapter 7 of these Rules.

I. CIPT Procedures:

1. Amortization Schedule. The Rent Appeals Board or hearing examiner shall establish the amortization schedule for each capital improvement requested. In making the determination for each item, the Rent Appeals Board or hearing examiner may consider, among other items: [Res. 98-04, 11/5/98, formerly 5.08.A]

- a. The Internal Revenue Code and regulations and guidelines promulgated thereunder;
- b. The estimated useful life of the capital improvement(s);
- c. The recommendations of the mobilehome park owner and the mobilehome owners;
- d. The capital improvement(s) installed; and
- e. Such other considerations that may be brought to the attention of the Board or hearing examiner.

2. Useful Life. It shall be presumed that any capital improvement(s) shall have a useful life no less than five (5) years, but that presumption may be rebutted. Costs of capital improvements shall be amortized on a straight-line basis over their useful lives. The Board or Hearing Examiner has the discretion to determine the length of the useful life of each capital improvement. [Res. 96-05, 8/15/96] [Res. 98-04, 11/5/98, formerly 5.08.B]

3. Rate of Return. Based on the petition presented and the evidence presented in support thereof, the Board or Hearing Examiner shall determine whether the mobilehome park owner shall be entitled to a fair and reasonable rate of return on any or all of the capital improvement(s) installed. A fair and reasonable rate of return shall be based on evidence of the interest cost to the mobilehome park owner, the cost of interest in the market for comparable projects, and such other evidence that may be presented at the hearing which will assist the Board or Hearing Examiner in determining a fair and reasonable rate of return on the cost of the capital improvement. Any interest rates reported in evidence to assist the Board or Hearing Examiner in determining a fair and reasonable rate of return shall not be usurious in nature, as defined by the California State Constitution, Article XV - Usury, as amended. [Res. 96-05, 8/15/96] [Res. 98-04, 11/5/98, formerly 5.08.C]

4. Placement of Amount of Charge and Effective Date of Capital Improvement Charge on Homeowner Rental Statement. The mobilehome park owner shall place the amount of the allowed charge for capital improvements together with the effective date of its imposition against the homeowners/residents, the duration of the charge and the date the last payment is due on each homeowner's rental statement from the date the charge for capital improvements is first imposed until the date the last payment for capital improvements is due. [Res. 98-04, 11/5/98, formerly 5.08.D]

5. Cost of Financing. In the event the landlord finances part or all of a capital improvement or rehabilitation, the cost of financing may be included as a cost of the capital improvement or rehabilitation but may not otherwise be included as an operating expense. The cost of financing shall be amortized over the established useful life of the capital improvement or rehabilitation and shall be determined as follows: All points, loan fees, and other customary, non-recurring charges, not including interest, assessed against the landlord to obtain the borrowed funds. These costs shall be added to the cost of the capital improvement or rehabilitation.

[Res. 96-05, 8/15/96] [Res. 98-04, 11/5/98, formerly 5.02.D.2]

6. Recovered Costs. If a rent increase which includes a landlord's capital improvement or rehabilitation costs is granted by the Board or Hearing Examiner under these Regulations and the landlord recovers payment for said improvement or rehabilitation, such as any industry rebates, insurance proceeds, or other reimbursement for said improvement or rehabilitation, after the rental increase is collected by the landlord, the rents shall automatically be reduced. The landlord shall promptly advise the Board of the amount of the recovery or payment, the date the landlord became eligible for such payment, and the date the payment was received. The landlord shall reduce the rent effective the date of reimbursement by the amount of the recovery or payment divided by the remaining amortized useful life of the improvements further divided by twelve (12) and further divided by the number of spaces affected. [Res. 96-05, 8/15/96] [Res. 98-04, 11/5/98, formerly 5.02.D.c]

7. Discontinuance of Charge for Assessment of Capital Improvement(s) Once Cost Recovered. After the cost of the capital improvement(s) installed, together with any interest allowed, has been recovered, any charge or cost of the capital improvement(s) added to a formula or part of the rental charge to the homeowners/residents from the mobilehome park owner, shall be removed from the rental statement by the mobilehome park owner. [Res. 98-04, 11/5/98, formerly 5.08.E]

8. Failure to Delete CIPT Charge. If the park owner fails to delete the capital improvement charge from the rental statement and if the mobilehome park owner collects a capital improvement rental charge after the effective date it should have been deleted from the rent amount charged the homeowners/residents, the mobilehome park owner shall repay the homeowner such rental amount collected after the capital improvement charge should have been deleted from the rental charge. The amount of the repayment to the homeowner shall include interest at the same rate charged the homeowner. In the alternative, the mobilehome park owner shall allow such amount as a credit against future rent until the overcharge has been fully repaid or credited. [Res. 98-04, 11/5/98, formerly 5.08.F]

**Section 5.04 Review of Denial of Imposition of Annual General Adjustment**

[reference Municipal Code 9.70.050] [Res. 96-01, 6/6/96] [Res. 98-04, 11/5/98, formerly 5.03]

A. Upon receiving notice that the Board has determined that the landlord may not impose an upcoming annual adjustment, in whole or in part, as set forth in Section 4.01.F.4. of these Regulations, a landlord may petition the Board for a review of the Board's decision, pursuant to the provisions of Section 7.05.A. of these Regulations.

B. Until the Board's final decision on the landlord's petition, the landlord may not collect any general annual adjustment, in whole or in part, that the Board has determined may not be imposed, pursuant to Section 4.01.F.4.

**Section 5.05 Review of Decision Finding Failure to Comply with Registration**

**Requirement** [reference Municipal Code 9.70.030] [Res. 96-01, 6/6/96] [Res. 98-04, 11/5/98, formerly 5.04]

A. Upon receiving a thirty (30) calendar day notice that the Board has decided to authorize the homeowner(s)/resident(s) of non-registered controlled rental spaces to withhold all or a portion of their rent, pursuant to Section 3.04.A. of these Regulations, the landlord may file a petition with the Board seeking review of the Board's decision, pursuant to the provisions of Section 7.05.B. of these Regulations. [Res. 93-03, 9/2/93]

B. A landlord's petition under this section must include every controlled rental space affected by the Board's decision.

[PAGE LEFT BLANK]

## CHAPTER 6 -- HOMEOWNER/RESIDENT PETITIONS

### Section 6.01 General

A. Petitioning homeowners/residents may assert on a homeowner/resident petition any of the violations of the Ordinance as set forth in this Chapter 6 (see Appendix A, Form #3).

[Res. 93-03, 9/2/93]

B. 1. Voluntary Agreements. Discussion and creation of voluntary agreements between a park owner and park residents Homeowner/Resident petitions shall be conducted in accordance with Chapter 7 Public Hearings, specifically, Section 7.04.F. Pre-Hearing Conference and Section 7.12 Conciliation. [Res. 97-01, 4/3/97]

2. Meetings between Park Owners and Residents. Nothing in these Rules and Regulations shall prevent a park owner or park residents from exercising their rights under the Mobilehome Residency Law, Article 5, Homeowners Meetings with Management (California Civil Code 798.53). [Res. 97-01, 4/3/97]

C. If, in a decision, the Board or a Hearing Examiner determines that a landlord or homeowner/resident is owed any money as a result of a petition filed under this Chapter 6, then any amount of money owed:

1. a. Shall be a credit towards the next month(s) rent until the full amount of the credit is received for any homeowner/resident who continues to live in a controlled rented space.

[Res. 93-03, 9/2/93]

b. shall constitute a debt owed the homeowner/resident by the landlord which may be collected in any manner provided by law for the collection of debts for a prior homeowner/resident or a homeowner/resident whose tenancy of the controlled rental space ends prior to receiving any or all of the money owed. [Res. 93-03, 9/2/93]

D. Until the issuance of a final written statement of decision, or an order of the Board authorizing the withholding of all or a portion of rent, a homeowner/resident shall pay the properly noticed rent as of the effective date of the rent increase.

E. 1. Unless otherwise specified, any of the homeowner/resident petitions in this chapter may be filed at any time and are not subject to a requirement of consolidation of petitions, although at the discretion of the Board or Hearing Examiner they may be consolidated with similar petitions.

2. A landlord shall be paid by the homeowner/resident on or before the next date on which monthly rent is due, after the date of the order.

F. Retaliation. The park owner/management shall in no way retaliate against any homeowner/resident for the homeowner/resident's assertion or exercise of any right under this chapter. In the event of retaliatory action by the park owner/management, the homeowner/ resident is referred to state law and homeowner/resident rights existing under state law. (Section 9.70.150).

[Res. 96-02, 6/6/96]

[Res. 97-01, 4/3/97]

**Section 6.02 Rent Adjustment Based Upon Discontinuance or  
Substantial Reduction of Housing Service**

A. General. After a hearing conducted pursuant to the provisions of Chapter 7 of these Regulations, the Board or a Hearing Examiner may order a reduction in a homeowner's/resident's base rent pursuant to a finding that the homeowner/resident has suffered a discontinuance or substantial reduction of housing service(s) without a corresponding reduction in rent in violation of Section 6.B.1.a. [9.70.060.B.1.a] of Ordinance 494. [Res. 93-03, 9/2/93]

1. A homeowner/resident petition alleging a discontinuance or reduction in housing service:

a. Must be filed on Board Form #3.A; and [Res. 93-03, 9/2/93]

b. May be filed with the Board at any time up to one (1) year from the date the homeowner/resident knew or should have known of the reduction or discontinuance of service, subject to the notice requirement set forth in Section A.4, below.

2. All affected homeowners/residents, whether or not they have filed a petition, shall receive a reduction in rent if the Board or a Hearing Examiner determines that they have been subject to the discontinuance and/or the reduction in service set forth in the petition.

3. Except in extraordinary circumstances, or where there have been long-term verifiable oral or written notices to a landlord of a discontinuance or a substantial decrease in services, no rent decrease for over twelve months will be allowed, nor shall consideration be given to an issue that arose prior to one year preceding the filing of the petition. This provision shall not limit any civil remedies that would otherwise be available to a homeowner/resident or landlord.

4. For a homeowner/resident to prevail on an allegation of a discontinuance or reduction in housing service, the homeowner/resident must prove that notice was given to the landlord of the discontinuance or reduction in housing service by either:

a. The homeowner/resident actually notifying the landlord in accordance with the terms of the Mobilehome Residency Law (California Civil Code 798.84, as amended) currently at least thirty (30) calendar days before filing a petition before the Board; or [Res.93-03, 9/2/93; Res. 97-02, 6/5/97]

b. demonstrating that there was a housing code violation concerning the alleged discontinuance or reduction in housing service on file with a State or local housing agency five (5) calendar days before the date on which the homeowner/resident filed a petition with the Board. [Res. 93-03, 9/2/93]

5. If the Board or a Hearing Examiner finds that a service reduction or discontinuance of housing services has occurred, then the value of the service reduction will be determined, as set forth in Section B.5, below, and the homeowners/residents shall receive a credit for each day they have been subject to the service reduction or discontinuance of housing services without a corresponding reduction in rent until the service was restored.

6. If the Board or a Hearing Examiner finds that a service reduction or discontinuance of housing services is continuing as of the final date of the hearing on a homeowner's/resident's petition, then the homeowner/resident shall be allowed to continue to reduce his or her monthly rent payment by the value of the service reduction.

7. a. After the final day of the hearing, if the landlord restores a discontinued or reduced housing service then the landlord may give the tenant a ninety (90) calendar day notice of the restoration of the rent by an amount equal to the value of the service reduction, to be effective as of the legally noticed date. The legally noticed date must be on or after the date of the restoration of the housing service. [Res. 95-04, 10/19/95]

b. If the homeowner/resident does not agree with the landlord that the housing service has been restored in whole or in part, then the homeowner/resident (within fifteen (15) calendar days of receipt of notice from the landlord) may notify the Board and request a hearing to determine whether the housing service has actually been restored in whole or in part. The hearing will be based on the homeowner's/resident's prior petition so that the homeowner/resident will not be required to pay an additional filing fee.

c. if the Board or a Hearing Examiner determines that the discontinued or reduced housing service has been restored, in whole or in part, then the homeowner's/resident's rent shall be increased accordingly, as of the legally noticed date.

B. Valuation of Discontinuance or Substantial Reduction of Housing Services.

1. Basic Service Level. The landlord is required to furnish to the homeowner/resident a basic level of housing services, herein called the "Basic Service Level." The Basic Service Level for a particular housing service for a particular controlled rental space is established by:

- a. the Mobilehome Parks Act and other applicable codes and statutes;
- b. the landlord's implied warranty of habitability;
- c. any express or implied agreement between the landlord and homeowner/resident;
- d. the level of service consistent with Subsections a., b., and c., above and implied by:
  - (i) the nature and quality of original construction of improvements, fixtures, and equipment;
  - (ii) the age of the improvements, fixtures, and equipment;
  - (iii) the condition of the improvements, fixtures, and equipment at the beginning of the applicable term of tenancy;
  - (iv) the landlord's policies of operation and maintenance, repair, and replacement communicated to the homeowner/resident at the beginning of the applicable term of tenancy.

2. Service Reductions. A service reduction occurs when the landlord has breached his obligation to furnish to the homeowner/resident the Basic Service Level and the homeowner's/resident's usability of the premises is therefore measurably reduced.

3. Allegations of Service Reductions or Discontinuance of Housing Services. Each allegation of a service reduction or of a discontinuance of a housing service shall be made in a separate writing (Appendix A, Form #3.A), signed by the homeowner/resident claiming it, and filed with the Board or City staff by the date specified in Section 7 of these Regulations. Each allegation shall state: [Res. 93-03, 9/2/93]

a. the prior level of service established as part of the housing services to be provided by the landlord for the rental space; and

b. the specific changes in the prior level of service comprising the alleged discontinuance or reduction in service; and

c. the date the alleged discontinuance or reduction in service was first noticed by the homeowner/resident; and

d. the date the homeowner/resident gave notice to the landlord of the alleged discontinuance or reduction in service, and whether the notice was given orally or in writing; and

e. the date the homeowner/resident gave notice to the landlord that the homeowner/resident requested the alleged discontinuance or reduction in service to be corrected, and whether the request was oral or in writing; and

f. when and how the landlord responded to the homeowner's/resident's notice; and

g. whether the condition was improved or corrected and if so, when and how; and

h. the status of the condition as of the date the allegation is signed by the homeowner/resident.

4. Proof of Service Reductions. The burden of proof of each service discontinuance or reduction in service is on the person alleging the reduction. A service discontinuance or reduction for a particular service for a particular rental space shall be proven as follows:

a. the person alleging the service reduction shall prove:

(i) the Basic Service Level for the particular service for the particular controlled rental space; and

(ii) the actual service level for the particular service for the particular controlled rental space; and

- (iii) that the actual service level is, or was, materially lower than the Basic Service Level; and
- (iv) that the service reduction existed within the twelve (12) month period immediately preceding the date of filing the petition commencing the proceeding in which the issue is being heard.

b. The burden of proof shall be satisfied by persuading the Board or Hearing Examiner that the fact sought to be proven is more probable than not.

c. The burden of proof shall be met by using evidence only which has a tendency in reason to prove or disprove a disputed fact of consequence in determining the Basic Service Level, or that the actual service level is materially lower than the Basic Service Level.

d. Proof shall be received only for a service discontinuance or reduction alleged in a claim filed with the Board or the Hearing Examiner during or prior to the first hearing.

5. Determining Value of a Discontinuance or Reduction in Service. If the Board or a Hearing Examiner finds that a discontinuance or reduction in service has occurred which was or is unreasonable under the circumstances, the Board or Hearing Examiner shall determine the monetary value to be assigned to the service discontinuance or reduction in service by applying the following standards and procedures:

a. The Board or Hearing Examiner shall determine the percentage reduction in usability of the controlled rental space caused by the discontinuance or reduction in service commencing with the date on which the service was discontinued or reduced subject to the provisions of Section 6.02.A. and Section 6.02.B.4.a(4).

b. In determining the percentage reduction of usability, the Board or Hearing Examiner shall consider the following factors:

- (i) the area affected;
- (ii) the amount of time the homeowner/resident is exposed to the condition;
- (iii) the degree of discomfort the condition imposes;
- (iv) the extent to which such a condition causes homeowners/residents to find the premises uninhabitable and leave; and
- (v) any other similar factors.

c. The Board or Hearing Examiner shall apply the percentage reduction to the monthly rent, divide by thirty (30), and multiply the resulting sum by the number of days commencing from the accrual date to the date of restoration of the Basic Service Level, to determine the value of the service reduction.

6. Consequences of a Discontinuance or Reduction in Service.

a. Once the value of the service reduction is determined, it shall be applied as a credit against future rent payments.

b. If the Board or a Hearing Examiner finds a reduction or discontinuance of service which occurred during the occupancy by a previous homeowner/resident, then monetary value of the reduction or discontinuance of service shall constitute a debt owed the previous homeowner/resident by the landlord which may be collected in any manner provided by law for the collection of debts.

7. Severe Reductions in Service. If the Board or a Hearing Examiner determines that a discontinuance or reduction in service is so severe as to jeopardize the health and/or safety of a homeowner/resident, then the Board or Hearing Examiner may reasonably condition, disallow, or reduce rent and/or a rent increase based upon the severity of such conditions.

8. Findings. In making any determination that an alleged discontinuance or reduction in service does or does not exist, is reasonable or unreasonable under the circumstances, or has a particular monetary value, or that a Mobilehome Parks Act violation does or does not exist, the Board or a Hearing Examiner shall make and include a specific finding of the facts upon which the determination is based.

**Section 6.03 Improper Registration**

A. The homeowner/resident of a controlled rental space, which has not been registered in violation of Section 3.0 [9.70.030] of the Ordinance, may file a petition pursuant to the provisions of Section 7.06 of these Regulations on the form approved by the Board attached in Appendix A., Form #3. The petition may request the right to withhold all or a portion of the space rent until the rental space is properly registered. Such action may be taken by the Board on its own initiative. After sustaining a properly filed homeowner/resident petition, the Board or a Hearing Examiner may authorize the homeowner/resident to withhold all or a portion of the rent for the controlled rental space until the space is properly registered. [Res. 93-03, 9/2/93]

B. 1. After the Board or Hearing Examiner finds that a landlord has complied with the registration requirements of the Ordinance, in determining what if any portion of the withheld rent shall be owed to the landlord for the period in which the rental space was not properly registered, the Board or a Hearing Examiner shall consider such factors as the landlord's motivation and intent in failing to properly register the controlled space.

**6.03.B.2.**

2. The Board or Hearing Examiner shall order the homeowner/resident to pay any money owed to the landlord pursuant to Section B.1, above, on or before the next date on which monthly rent is due, after the date of the order.

C. The Board or Hearing Examiner may disallow a rent increase demanded, accepted or retained by the landlord if at the time of the noticed increase or thereafter the landlord had not properly registered or re-registered the controlled rental space.

D. 1. If the Board or a Hearing Examiner determines that a landlord has demanded, accepted or retained any increase in rent for a controlled rental space which has not been properly registered, the Board or Hearing Examiner shall disallow said increase for the period during which the controlled rental space was not properly registered.

2. Any amount of rental increase paid by the homeowner/resident which the Board or Hearing Examiner determines to be disallowed shall be a credit towards the next monthly rent(s) due. If the homeowner/resident leaves prior to receiving the full benefit of the credit, the remainder shall constitute a debt owed the homeowner/resident by the landlord which may be collected in any manner provided by law for the collection of debts.

**Section 6.04 Landlord's Failure to Abide by the Temporary Rent Freeze**

A. Any homeowner/resident whose rent was increased between December 17, 1987, (the date of adoption of the Ordinance) and January 16, 1988 (the roll-back date) (hereinafter the "freeze period") may file a petition with the Board challenging this increase as a violation of Section 4.A [9.70.040.A] of the Ordinance; provided that such petition be properly filed within one (1) year of the date of adoption of the Ordinance.

B. If the Board or a Hearing Examiner finds that a landlord increased a homeowner's/resident's base rent during the freeze period, then the landlord may be directed to immediately refund the difference between the homeowner's/resident's base rent in effect on December 16, 1987, and any increased base rent which was paid during the freeze period or the Board may direct the landlord to credit such amount towards the next month(s) rent until the full amount of the credit is received.

**Section 6.05 Landlord's Failure to Properly Roll Back Rents**

A. If on or after January 16, 1988, a landlord fails to roll back the rent on a controlled rental space to the rent in effect on December 1, 1985, the landlord has failed to comply with Section 4.B [9.70.040.B] of the Ordinance.

B. If the Board or a Hearing Examiner finds that the landlord has violated Section 4.B [9.70.040.B] of the Ordinance, the landlord shall be directed to immediately refund the difference between the homeowner's/resident's base rent in effect on December 1, 1985, increased by the allowable initial rent adjustment as set forth in Section 2.03 of these Regulations, and the rent actually paid after January 16, 1988.

C. The Board or a Hearing Examiner reviewing a petition in which an incorrect December 1, 1985 rent was used in the calculation of a subsequent rent increase(s), shall do the following:

1. Recalculate the maximum allowable rent using the correct December 1, 1985 rent level and set the rent accordingly;

2. Order the landlord to repay the homeowner/resident any rent improperly collected and retained, in accordance with the provisions of Section 6.01, above.

D. A homeowner/resident must properly file a petition under this Section no later than two years after the date of the adoption of the Ordinance, or one (1) year after the date the controlled space is subject to the rollback requirement.

**Section 6.06 Landlord's Failure to Properly Post Notice of Maximum Allowable Rents**

A. If a landlord fails to post the maximum allowable rent for each space, in violation of Section 4.C. [9.70.040.C] of the Ordinance, and the other information required to be posted by the Board as set forth in Section 2.11 of these Regulations, then the landlord shall not demand, accept or retain the annual general rent adjustment otherwise permitted by the Ordinance.

[Res. 93-03, 9/2/93]

B. The landlord will be permitted to impose the annual general adjustment increase otherwise permitted by the Ordinance effective on the date the Board or a Hearing Examiner determines that a landlord has complied with the posting requirement.

Any amount of rent retained by the landlord prior to compliance with the provisions of this Section shall be paid to the homeowner/resident as set forth in Section 6.01, above.

C. For a homeowner/resident to prevail on an allegation of a landlord's failure to post a notice of maximum allowable rent, the homeowner/resident must give the landlord thirty (30) calendar days notice of failure to post, and the violation of the Ordinance must still be in effect before the homeowner/resident may file a petition under this Section. [Res. 93-03, 9/2/93]

**Section 6.07 Landlord's Improper Utility Increases**

A. 1. A landlord who provides electricity and/or gas utilities to a homeowner/resident without charge as part of an annual general adjustment and who increases the homeowner's/resident's rent more than one-half percent (0.50%) for each utility provided is not in compliance with Section 5.B [9.70.050.B] of the Ordinance.

2. A landlord who stops providing electricity and/or gas utilities to a homeowner/resident without charge, unless (as of the date the utilities are no longer provided) the landlord deducts the applicable percentage increase in the base rent charged for utilities since the imposition of the last general increase, is not in compliance with Section 5.B [9.70.050.B] of the Ordinance.

B. The Board or a Hearing Examiner may order the landlord to repay or credit the homeowner/resident any rent improperly collected and retained in accordance with the provisions of Section 6.01, above.

#### **Section 6.08 Improper Banking Increase**

A. A landlord may impose a rent increase based upon allowable accumulated rent increases in the annual general adjustment at any time upon proper notice, after December 31, 1988. Any landlord who implements a rental increase on a controlled rental space in excess of the allowable accumulated rental increase for any reason, is not in compliance with Section 5.C [9.70.050.C] of the Ordinance.

An initial annual general adjustment must be imposed in calendar year 1988. No such restriction shall apply after January 1, 1988. Any rent increase imposed under this Section may not be rescinded and re-imposed at a later date.

B. The Board or a Hearing Examiner may order the landlord to repay the homeowner/resident any rent improperly collected and retained, and set the maximum allowable rent on the affected controlled rental space(s) in accordance with the provisions of Section 6.01, above.

#### **Section 6.09 Homeowner/Resident Defense to Annual General Adjustment**

A. If a landlord is not in compliance with any provision of the Ordinance, these Regulations, and/or any City health code, building code and/or any applicable State or Local housing, health and safety codes, said landlord is not in compliance with Section 5.D [9.70.050.D] of the Ordinance, and may not demand, accept or retain all or any portion of the Annual General Adjustment. [Res. 93-03, 9/2/93]

B. A homeowner/resident may file a petition under this Section at any time; provided only that the portion of the current rent resulting from the last annual general adjustment prior to filing the petition, which was demanded, accepted or retained in violation of Section 5.D [9.70.050.D] of the Ordinance, may be subject to an order by the Board or Hearing Examiner. After giving proper notice, the landlord shall be entitled to impose the annual general adjustment in rent after the Board or Hearing Examiner determines that the landlord is in compliance with the provisions of Section 5.D [9.70.050.D] of the Ordinance. The annual general adjustment shall not be retroactively imposed.

C. Subject to the limitation imposed in Subsection B, above, the Board or Hearing Examiner may order the landlord to repay the homeowner/resident any rent improperly collected and retained in accordance with the provisions of Section 6.01, above.

**Section 6.10 Homeowner/Resident Defense to Individual Rent Adjustment Increase**

A. If a landlord has accepted and retained rent in excess of the amount permitted by the Ordinance, the landlord shall be in violation of Section 6.B.1.b. [9.70.060.B.1.b] of the Ordinance. [Res. 93-03, 9/2/93]

B. A homeowner/resident may file a petition under this Section at any time, provided only that the portion of the current rent resulting from the last individual rent adjustment prior to filing the petition which was accepted or retained in violation of Section 6.B.1.b. [9.70.060.B.1.b] of the Ordinance may be subject to an order by the Board or Hearing Examiner. After giving proper notice, the landlord shall be entitled to impose the individual rent adjustment after the Board or Hearing Examiner determines that the landlord is in compliance with the provisions of Section 6.B.1.b. [9.70.060.B.1.b] of the Ordinance. The individual rent adjustment shall not be retroactively imposed. [Res. 93-03, 9/2/93]

C. Subject to the limitation imposed in Subsection B, above, the Board or Hearing Examiner may order the landlord to repay the homeowner/resident any rent improperly collected and retained in accordance with the provisions of Section 6.01, above.

[PAGE LEFT BLANK]

## CHAPTER 7 -- HEARING PROCESS

### **Section 7.01 Obligation to File**

Any person who seeks to file a petition for an individual rent adjustment, or under any other basis approved in these Regulations, must file a petition on a form provided by the Board [see Appendix A, Form #3, Form #4, or Form #4.A]. The completed application shall be certified as being true, complete and correct under penalty of perjury by the mobilehome park owner, the homeowner/resident, or his/her/its duly authorized representative for and on behalf of the petitioner at the end of the petition. A petition shall be filed only after the petitioner has provided all the information called for by the form, paid the fee required under these Regulations and the petition has been determined to be properly filed by the Board or City staff. [Res. 95-04, 10/19/95]

### **Section 7.02 Initial Review of Petition for Acceptance**

A. 1. Proper filing of a petition is the responsibility of the petitioner. Within three (3) working days of receipt, the Board or City staff will complete a preliminary review of each petition which has been submitted. Petitions which are illegible, incomprehensible, erroneously completed, false, incomplete in any important area, or for which the required fees have not been paid will not be considered properly filed.

2. No further action will take place on petitions which are not properly filed, and the Board or City staff may decline to accept such petitions and/or return them to the petitioner immediately after the preliminary review with a notice of the defects.

3. If the Board or City staff determines that all of the material information required on the petition forms has been provided, the required fees have been paid, and the provisions of the Ordinance and these Regulations have been fulfilled, then the petition shall be considered properly filed, and the date of filing of the petition shall be the date of receipt of such a completed petition by the Board.

4. In the event that the only reasons a petition cannot be considered properly filed are its illegibility, incomprehensibility, falsity, incorrectness and/or incompleteness, the Board or City staff may extend the time within which such petition must be properly filed as long as the petitioner is making good faith efforts to remedy the defects preventing the petition from being properly filed.

B. The Board may condition acceptance of a petition on the posting of a notice, with a description of the petition and any other matters specified by the Board, in a common area of the mobilehome park, so as to inform other affected homeowners/residents about the petition.

C. After the Board or City staff determines that a petition has been properly filed, the

7.02.D.

Board will decide to hear the petition or the Board will appoint a Hearing Examiner as set forth in Section 1.04 of these Regulations.

D. 1. No Hearing Examiner or Board member shall take part in any hearing or appeal on a petition for an individual rent adjustment in which he/she has a personal or financial interest in the outcome or a personal bias for or against any party. The Hearing Examiner's or Board member's general status as a landlord or homeowner/resident, or his/her political or philosophical beliefs shall not constitute personal bias.

2. The Hearing Examiner or Board member shall disclose to all parties any prior communication with a party concerning the subject of the petition, as well as any possible or apparent personal financial interest or personal bias.

3. a. The Hearing Examiner or Board member may disqualify himself/herself at any time. In addition, any party may file a written request for disqualification, stating the grounds, with the Board Chairperson at least fifteen (15) working days prior to the hearing. However, if the identity of the Hearing Examiner or Board member was not known soon enough to allow this, the written request shall be filed as soon as possible, but in no event later than five (5) calendar days prior to the opening of the hearing. Any such request shall be ruled upon by the Board prior to the opening of the hearing. A Board member who is the subject of a written request for disqualification shall not vote in the Board's consideration of whether he/she should be disqualified from participating in a Board hearing or appeal, but may address the Board prior to the Board's voting on the request for disqualification. [Res. 97-02, 6/5/97]

b. In extraordinary circumstances, such as the unforeseen unavailability of a Hearing Examiner or Board member resulting in the appointment of a new Board Member or Hearing Examiner, a request that a Board member or Hearing Examiner disqualify himself/herself must be made no later than the first day of the hearing. The Board or Hearing Examiner will grant or deny the request and such ruling will be incorporated into any final determination of the case and may be appealed in the same manner as the final determination. [Res. 97-02, 6/5/97]

**Section 7.03 Notice of Receipt of a Properly Filed Petition**

A. Within ten (10) working days of a determination by the Board that a petition has been properly filed, the Board shall mail to the landlord and to all affected homeowners/residents a notice of receipt of petition (see Appendix A, Form #7.A) and a written notice of the time, date and place of the administrative hearing (see Appendix A, Form #8) and either an indication that the Board will conduct the hearing or the name of the Hearing Examiner assigned to hear the petition.

[Res. 93-03, 9/2/93, Res. 09-01, 2/19/09]

B. Enclosed with the notice of the hearing (Form #8) shall be: [Res. 93-03, 9/2/93]

1. a. a brief description of the Ordinance;
  - b. an explanation of the hearing process, including a general description of what will take place, who has the burden of proof, and the types of evidence likely to be useful at the hearing to the responding party;
  - c. a summary of the rights and responsibilities of the parties before the Board; and
2. A form for parties affected by the petition to respond to the petition in writing (see Appendix A, Form #7.B). If a party files a response, it must be received by the Board with a copy to the opposing party(ies) within fifteen (15) working days of the Board's mailing notice of the hearing and at least ten (10) working days prior to any pre-hearing conference or hearing. Any response so filed may not be considered as evidence and is not a substitute for appearance at the hearing. In the response a party may include a request that additional documentation be provided. [Res. 97-02, 6/5/97, Res. 09-01, 2/19/09]

C. The Board or Hearing Examiner may order production of such relevant documents, to be delivered to the Board office no later than ten (10) working days prior to the date set for the hearing except for a mobilehome park inspection report which must be received by the Board no later than five (5) working days prior to the hearing, as set forth in Section 7.09. Such material will be available for copying and inspection during normal business hours.

#### **Section 7.04 Petition by Landlord for Individual Adjustment**

A. Any landlord whose mobilehome park is subject to the Ordinance and who seeks an individual adjustment of the rents within the mobilehome park shall file a petition requesting such rent increase with the Board.

B. Such petition shall be on the form prescribed by the Board that is at Appendix A, Form #4, and must include all information specified on the form. The landlord must also provide, at the time the petition is filed:

1. A separate list of the names and addresses of all mobile homeowners/residents subject to the rent increase; and
2. A statement of the date the rent increase or adjustment is proposed to be effective.

C. The petition shall be accompanied by a copy of all pertinent books, bills, invoices, records and other documentation upon which the landlord relied in determining the proposed rent increase. [Res. 97-02, 6/5/97]

D. The documentation required in this section shall be available for inspection and copying by any homeowner/resident whose rent increase is the subject of a properly filed petition, or by such homeowner's/resident's representative, at the Board's offices or other City office during normal business hours.

E. If the landlord fails to submit any of the documentation required by this Section, the

Board or other Hearing Examiner may, in a pre-hearing order, require the production of such documentation. Failure by the landlord to submit the documentation ordered shall be grounds for a finding that the landlord has not met his/her burden of proof on matters to which the documentation pertains and may result in the denial of the individual adjustment.

F. Pre-Hearing Conference: The Board or a Hearing Examiner may schedule a pre-hearing conference with the parties and/or their representatives in order to discuss the issues to be resolved at the hearing, require the submission of documents before the hearing, encourage stipulations by the parties on uncontested facts, discuss proposed witnesses and, if the parties so request, to attempt to arrive at a mutually acceptable voluntary agreement resolving all issues in the petition (Form #15). [Res. 97-01, 4/3/97]

1. Such pre-hearing conference shall not occur until after receipt of Form #7.B - Response to Petition (15 calendar days after mailing of Form #8 - Notice of Pre-Hearing Conference and/or Scheduled Hearing; see Section 7.03). Any documents required by the petition or to be presented at the hearing may be required by the Board or Hearing Examiner to be delivered to opposing party ten (10) working days prior to any pre-hearing conference. [Res. 97-01, 4/3/97]

2. The Board or Hearing Examiner must fully inform both parties of their rights under the Ordinance as they apply to their case and the Board or Hearing Examiner may ratify the parties' voluntary agreement and adopt it and make it a draft decision by the Board or Hearing Examiner. The Board or City staff shall not subsequently accept a petition involving the same parties and based upon substantially the same facts which formed the basis of the petition which resulted in the voluntary agreement (See Appendix A, Form #15). [Res. 97-01, 4/3/97, Res. 09-01, 2/19/09]

G. Meetings between Park Owners and Residents. Nothing in these Rules and Regulations shall prevent a park owner or park residents from exercising their rights under the Mobilehome Residency Law, Article 5, Homeowners Meetings with Management (California Civil Code 798.53). [Res. 97-01, 4/3/97]

## **Section 7.05 Other Landlord Petitions**

### **A. Petition for Review of Denial of Imposition of Annual General Adjustment**

#### **1. Expedited Review.**

a. On the day after the decision to deny a landlord the right to impose an annual general adjustment, the Board must mail to the landlord and all affected homeowners/residents a copy of its decision to authorize the homeowners/residents not to pay the annual general adjustment. This decision shall be provided on a form prescribed by the Board (Appendix A, Form #5.A).

b. Within five (5) working days of receipt of notice of the Board's decision on its own initiative that a landlord may not impose an annual general adjustment, the landlord may petition on a form prescribed by the Board that is at Appendix A, Form #5.B, for an expedited review of the determination. All information required by said form shall be provided

by the landlord and available for review and copying at the office of the Board during normal business hours. [Res. 97-01. 4/3/97]

2. Notice to Affected Homeowners/Residents. Within three (3) working days of receipt of landlord's petition, the Board shall notify the affected homeowners/residents or their representative by mail or other means, of the date set for a Board hearing.

3. Time of Hearing. Notwithstanding the provisions of Section 7.07 of these Regulations, within ten (10) working days of receipt of such notice the Board shall hear the petition.

4. Fee. There shall be no petition fee charged to the landlord for the Board's review.

5. Decision. A decision by the Board shall be issued and mailed to all affected parties or their representatives(s) within ten (10) working days of the conclusion of the hearing. Review of the decision by the City Attorney is not required.

6. Notice of Appeal. All parties or their representatives shall be given notice, along with a copy of the Board's decision, that the decision may be appealed to the Superior Court of Sonoma County.

B. Petition for Review of Board's Authorization to Withhold Rent

1. Failure to Properly Register. The Board, on its own initiative, may notify the landlord and all affected homeowners/residents of the Board's decision to authorize the homeowner(s)/resident(s) to withhold all or part of the rent as a result of the failure of the landlord to properly register a controlled rental space. On the day after the decision, the Board must mail to the landlord and all affected homeowners/residents a copy of its decision to authorize the homeowners/residents to withhold rent effective thirty-five (35) calendar days after the date of mailing of the notice. This decision shall be provided on a form prescribed by the Board that is at Appendix A; Form #6.A. [Res. 93-03. 9/2/93]

2. Review of Compliance. Within five (5) working days of receipt of notice that the Board has decided to authorize the homeowner's/resident's withholding of rent, a landlord may petition on a form prescribed by the Board that is at Appendix A, Form #6.B, for an expedited review of the Board's authorization. All information required by said form shall be provided by the landlord and available for review and copying at the office of the Board during normal business hours. Notwithstanding the provisions of Section 7.07 of these Regulations the Board shall hear the petition within ten (10) working days of receipt of said form.

3. Notice to Affected Homeowners/Residents. Within three (3) working days of receipt of the landlord's petition, the Board shall notify the affected homeowners/residents or their representatives, by mail or other means, of the date set for a Board hearing.

4. Fee. There shall be no petition fee charged to the landlord for the Board's review.

5. Decision. A decision by the Board shall be made within ten (10) working days of the conclusion of the hearing. A review of the decision by the City Attorney is not required.

6. Appeal. All parties or their representatives shall be given notice, along with a copy of the Board's decision, that the decision may be appealed to the Superior Court of Sonoma County.

#### **Section 7.06 Homeowner/Resident Petitions**

A. Form. All homeowner/resident petitions must contain all required information specified on the Form set forth in Appendix A, Form #3.

B. Fees. All homeowner/resident petitions must comply with the requirements of Section 8.01.C, concerning the payment of fees.

C. Hearing Process. All homeowner/resident petitions shall be filed, processed and heard in accordance with the applicable provisions of Chapters 6 and 7 of these Regulations.

#### **Section 7.07 Time of the Hearing and Continuances**

A. As soon as practicable after the filing and acceptance by the Board of any petition, and in no event later than sixty (60) calendar days from the date of filing, the Board or Hearing Examiner shall hold a hearing to determine whether to grant or deny the petition unless, in extraordinary circumstances and for good cause, the Board determines that the hearing should be set for a date beyond the sixty (60) calendar day period. [Res. 93-03, 9/2/93]

B. 1. The hearing may be held during normal business hours or other time convenient, as indicated by the parties. All hearings held during the day will conclude within eight (8) hours and hearings scheduled in the evening will end within six (6) hours.

2. The hearing may be held in City offices or some other place designated by the Board or, if the parties request, at the mobilehome park.

C. The Board or Hearing Examiner may grant or order not more than two (2) continuances of the hearing for not more than ten (10) working days each. Additional continuances may be granted by the Board or a Hearing Examiner in extraordinary circumstances provided that the Board must approve such additional continuances granted by a Hearing Examiner.

### **Section 7.08 Production of Documents and Appearance of Witnesses**

A. The failure of a party to produce documents ordered by the Board or a Hearing Examiner shall be grounds for the Board or Hearing Examiner to find that the party has not met his/her burden of proof concerning the matters to which the documentation pertains.

B. The failure of a party to provide for the attendance of a witness who was required to attend by the Board or Hearing Examiner shall be grounds for the Board or Hearing Examiner to find that the party has not met their burden of proof concerning the matters on which the witness was called to testify.

### **Section 7.09 Mobilehome Park Inspection**

The Board, on its own initiative, or upon a request of a homeowner/resident, may conduct an inspection of the mobilehome park or timely request that the State or City conduct an inspection of the mobilehome park, with any inspection report to be received by the Board no later than five (5) working days prior to the hearing.

### **Section 7.10 Proposed Witness**

A. Each party must provide the Board with a list of witnesses expected to be called, with time estimates and a brief description of each witness' expected testimony. Each party must also provide an estimate of the number of people expected to attend the hearing. This information must be provided to the Board on Form #7.C at Appendix A, no later than ten (10) calendar days before the hearing.

B. At the hearing the Board or Hearing Examiner may refuse to hear the testimony of any proposed witness not included on a properly filed proposed witness list unless, for good cause shown, the Board or Hearing Examiner determines that the witness should be allowed to testify.

C. Notwithstanding the provisions in Section B above, the Board or Hearing Examiner shall not allow the testimony of an expert witness who has not been identified to the Board on a properly filed proposed witness list filed with the Board no later than ten (10) calendar days before the hearing.

### **Section 7.11 Representation of Parties**

A. The parties in any hearing are entitled and encouraged to be represented by a person of the party's choosing. The representative need not be an attorney.

B. Written designation of a representative must be filed with the Board, at or before the first day of the hearing.

C. The written designation of representation shall include a statement that the representative is authorized to bind the party to any stipulation, or other action taken by the representative at the hearing. (See Appendix A, Form #16)

### **Section 7.12 Conciliation**

A. At the beginning of the hearing, or any time thereafter, the Board or Hearing Examiner may adjourn the hearing for the purpose of achieving a voluntary agreement through conciliation. Such an agreement may include all or any of the outstanding issues and must then be reviewed by the Board or Hearing Examiner. Such conciliation meeting may take the form of deputizing one or two Board Members to meet and confer separately with both parties to the dispute, or the Hearing Examiner serving as conciliator. [Res. 97-01, 4/3/97]

B. The Board or Hearing Examiner must fully inform both parties of their rights under the Ordinance as they apply to their case and the Board or Hearing Examiner may ratify the parties' voluntary agreement and adopt it and make it a draft decision by the Board or Hearing Examiner. The Board or City staff shall not subsequently accept a petition involving the same parties and based upon substantially the same facts which formed the basis of the petition which resulted in the voluntary agreement (See Appendix A, Form #15). [Res. 97-01, 4/3/97, Res. 09-01, 2/19/09]

C. Meetings between Park Owners and Residents. Nothing in these Rules and Regulations shall prevent a park owner or park residents from exercising their rights under the Mobilehome Residency Law, Article 5, Homeowners Meetings with Management (California Civil Code 798.53). [Res. 97-01, 4/3/97]

### **Section 7.13 Conduct of Hearing**

A. Public Access to Hearing. The Board or the Hearing Examiner shall have the authority to reasonably condition public access. The traditional right to private caucus with each of the parties during a settlement attempt shall be retained. Television and press presence may be reasonably conditioned.

B. Record of Proceedings.

1. All proceedings before the Board or a Hearing Examiner shall be recorded by audio tape or other mechanical means. This recording will be the official record of the hearing.

2. a. Upon request the Board shall order a written transcript of the hearing, at the requesting party's expense. A party who orders a transcript shall provide a copy to the Board without charge and also offer a copy to the adverse party without charge.

b. Upon request the Board shall order a copy of the audio tape or the official record of the hearing as set forth in Section 7.13.B.1. above, and make the copy available to the requesting party subject to the payment of a fee to pay for the cost of copying and any handling charge to have the copy made (See Appendix A, Form #17). [Res. 93-03. 9/2/93]

C. Party Use of Reporter. A party desiring to preserve a record of a proceeding may employ and have present at the hearing a reporter, provided that copies of any transcript ordered are supplied to the Board without charge and also offered to the adverse parties without charge.

D. Stipulations. The parties, by written stipulation filed with the Board or Hearing Examiner, may agree upon the facts or any portion thereof involved in the hearing. The parties may also stipulate as to the testimony that would be given by a witness if the witness were present. The Board or Hearing Examiner may require additional evidence on any matter covered by stipulation.

E. Burden of Proof. The burden of proof, by the preponderance of the evidence, shall be on the petitioning party.

F. Limitations on Claims. To avoid surprise at the hearing and to provide due process to the parties, neither party shall be allowed to raise additional claims not contained in their petition during a hearing unless upon good cause shown and the granting of a continuance if requested by the opposing party.

G. Ex Parte Communications. There shall be no communications regarding any pending case outside of the hearing between a member of the Board or the Hearing Examiner assigned to the case and any party, representative or witness in any case pending before the Board or Hearing Examiner until the hearing has been completed and a written decision issued in the case, except for discussions about requests for a continuance, a request for a building inspection, an order by the Board or a Hearing Examiner to produce evidence or a permissible private caucus during the hearing process. The Board or Hearing Examiner shall, as expeditiously as possible, provide the other party with notice of the ex parte communication and may grant a continuance if justified.

H. Failure of Party to Appear and Postponements.

1. If a mobilehome park landlord files a petition and then fails to appear or to be represented at any hearing, the Board or Hearing Examiner must determine the proposed adjustment or increase to be unreasonable or deny any other relief requested, subject to the provisions of 3, below. If a homeowner/resident fails to appear at a hearing on a landlord petition, the written determination of the Board or Hearing Examiner will apply to all affected homeowners/residents irrespective of whether or not such homeowners/residents or their representatives have participated in the hearing(s).

2. If a homeowner/resident fails to appear or be represented at a hearing on a homeowner/resident petition, then the Board or Hearing Examiner must dismiss the petition, subject to the provisions of 3, below.

7.13.H.3.

3. If a petitioning party does not attend a hearing and subsequently requests rescheduling of the hearing within four (4) working days after the scheduled date and submits proof that the party was unable to attend the scheduled hearing due to reasons beyond the party's control, the Board or Hearing Examiner may reschedule the hearing. A landlord or homeowner/resident -- in a case involving three (3) or fewer homeowners/residents -- shall be allowed a postponement of the hearing one time only for reasonable cause, when the request is made at least seven (7) calendar days before the scheduled hearing date.

I. Oaths. The Board or Hearing Examiner shall have the power and authority to require and administer oaths or affirmations where appropriate, and to take and hear evidence concerning any pending matter.

J. Rules of Evidence. The rules of evidence generally applicable in the courts shall not be binding on the Board or a Hearing Examiner. Hearsay evidence and any and all other evidence which is deemed relevant and proper may be admitted and considered, provided that no finding of fact shall be based solely on hearsay evidence unless such evidence would otherwise be admissible under the California Evidence Code. Cumulative evidence or evidence that is not relevant shall be excluded upon order of the Board or Hearing Examiner.

K. Determination of Interest Rate on Postponed Award. The following awards are excluded from this provision: amortization schedule(s) in net operating income petitions or capital improvement pass-through petitions, which are already accompanied by a separate determination of a fair and reasonable rate of return. If an award is made by the Board or Hearing Examiner, he/she/they may determine an interest rate that shall be applied to the postponed payment of such award, effective thirty (30) calendar days after the Board's final decision or thirty (30) calendar days after the effective date of the award, whichever is later. Such rate shall not exceed ten percent (10%) per annum, to be determined based on evidence of interest cost to the mobilehome park owner or homeowner/resident(s), the cost of interest in the court system for comparable awards, and such other evidence that may be presented at the hearing which will assist the Board or Hearing Examiner in determining an equitable interest rate. The interest rate shall be applied according to Sections 7.14.H. and 7.14.I. [Res. 96-06, 8/15/96]

L. Presentation of Evidence. Any party or such party's representative, designated in writing by the party, may appear at the hearing to offer such documents, oral testimony, written declarations and/or other evidence that may be relevant to the proceedings.

M. Order of Proceedings. The hearing on a petition shall ordinarily proceed in the following order, with all witnesses subject to cross examination by the opposing party:

1. Presentation by or on behalf of petitioner, if the petitioner wishes to expand upon material contained in the petition, including calling witnesses on behalf of the petitioner.

2. Presentation by or on behalf of opponents to the petition including calling any witnesses on behalf of the opponents.

3. Rebuttal by petitioner.

4. Rebuttal by opponents.

N. Speaker's Presentation. Each speaker's presentation shall be to the point and shall be as brief as possible. Visual and other materials may be used as appropriate. The Board or Hearing Examiner may establish reasonable time limits for presentations, which time limits will be made known prior to any hearing.

O. Hearing Record. The Board or Hearing Examiner shall keep on file an official record, which shall constitute the exclusive record for decision, and which shall include:

1. A copy of the petition;

2. Any response to the petition;

3. Exhibits, papers, and documents offered either before or during the proceeding;

4. A list of participants present;

5. A summary of all testimony accepted in the proceeding.

6. A statement of all materials officially noticed;

7. All findings of fact and conclusions of law;

8. All final or recommended decisions, orders, or rulings.

P. Hearing Record Held Open. The hearing record may be held open by the Board or Hearing Examiner for ten (10) working days after completion of the last day of the hearing to allow for written submissions by the parties. The Board or Hearing Examiner may allow only one (1) submission or allow a submission and a response within the ten (10) working days period. [Res. 09-01, 2/19/09]

Q. Hearing Record Public. The hearing record is a public record and may be inspected and copied by any person.

**Section 7.14 Decisions of the Board or Hearing Examiner** [Res. 96-06, 8/15/96]

A. Draft Statement of Decision. Within fifteen (15) working days of the close of the hearing record, the Board or Hearing Examiner shall complete a draft written statement of decision together with written findings of facts and conclusions of law upon which such decision is based, and deliver said draft to the City Attorney of Rohnert Park for review. [Res. 96-06, 8/15/96]

B. Purpose of Decision. The Board or Hearing Examiner's allowance or disallowance of any rent level or proposed rent adjustment, increase, or portion thereof, or application of interest on postponed award, may be reasonably conditioned in any manner necessary to effectuate the purpose of the Ordinance and these Regulations. If a lump sum payment is deemed a hardship on the paying party(ies), the Board or Hearing Examiner retains the authority to stipulate the terms of payment. [Res. 96-06, 8/15/96]

C. City Attorney Review. Within five (5) working days of receipt, the City Attorney shall review said draft for completeness and compliance with the Ordinance, Regulations and applicable law, and return the draft with an opinion. [Res. 96-06, 8/15/96]

D. Final Statement of Decision. Within five (5) working days thereafter the Board or Hearing Examiner shall revise the draft, if necessary. The Hearing Examiner shall submit the draft to the Board for review and acceptance. At its next regularly scheduled meeting, the Board shall review the Hearing Examiner's decision for acceptance. If the Board or Board subcommittee has acted as the Hearing Examiner, the Board's revised draft shall be reviewed for acceptance.

[Res. 96-06, 8/15/96]

E. Notification of Decision. Within five (5) working days after the Board's acceptance of decision, the Board or staff shall mail a Notice of Decision on Petition (Form #9) with a copy of the final written statement of decision together with written findings of fact and conclusions of law to all parties to the hearing or their representatives. At the same time, each party to the proceeding or their representatives shall be notified of their right to an appeal (see Sections 7.14.F and 7.14.G.). [Res. 96-06, 8/15/96]

F. Appeal of the Hearing Examiner's Decision to the Board (Form #10). If appealing a Hearing Examiner's decision accepted by the Board, a party to the petition must file an appeal on Form #10 with the Board within ten (10) working days of the Board's mailing of the Notice of Decision (Form #9). See Section 7.15, Appeal to the Board, for procedures. Unless appealed to the Board within the time prescribed, the decision of a Hearing Examiner shall be the final decision of the Board. [Res. 07-01, 1/4/07, Res. 09-01, 2/19/09]

G. Appeal of Board's Final Decision. If appealing a final decision reached by the Board, a party to the petition would file an appeal directly with the Superior Court of Sonoma County, pursuant to the California Code of Civil Procedure (CCP) 1094.6, as may be amended. Current state law provides ninety (90) calendar days for such filing from date of final decision. Each party is responsible to comply with court filing deadlines currently in effect. [Res. 96-06, 8/15/96]

## 7.14.H.

H. Accrual of Interest on Petition Award. Interest may begin accruing on the award (whether landlord or resident) effective thirty (30) calendar days after the Board's final decision or thirty (30) calendar days after the effective date of the award, whichever is later, and shall end when accrued amount is paid. Such interest on award shall be that set by the Board or Hearing Examiner according to Section 7.13.K. The interest shall be calculated on the accruing balance. [Res. 96-06. 8/15/96]

I. Final Calculation of Interest on Petition Award. In order to collect interest on petition award, the prevailing party (landlord or resident) shall submit such claim, including the spaces affected, to the Board or staff: 1) thirty (30) calendar days after the Board's final decision or thirty (30) calendar days after the effective date of the award, whichever is later, or 2) after a final decision is received on an appeal to a higher court. Within ten (10) working days, staff shall present to the Board the verified accrued petition award, any interest on award that was set according to Section 7.13.K., and a list of the rent control spaces affected. The Board shall determine and approve the final calculation, and retains the authority to stipulate the terms of payment. Any lump sum repayment on monthly bills shall be listed separately, shall include the expiration date, and will not add to base rent. [Res. 96-06. 8/15/96]

### **Section 7.15 Appeal to the Board**

A. Notice of Appeal. Within ten (10) working days of the date of the Board's mailing of the Notice of Decision (Form #9), either party seeking a review of the Hearing Examiner's decision within the Board hearing process shall submit an Appeal of the Hearing Examiner's Decision to the Board (Form #10). The appeal shall be in writing and must state why appellant believes there was either error or abuse of discretion by the Hearing Examiner. The Board shall then mail Notice of Receipt of Appeal (Form #11) within five (5) calendar days to all affected parties or their representatives, along with information concerning the appellate process and a form for any Response to Appeal (Form #12). [Res. 93-03. 9/2/93. Res. 09-01. 2/19/09]

B. Response to Appeal. Any Response to Appeal (Form #12) must be filed with the Board within fifteen (15) working days of the date of the Board's mailing the Notice of Receipt of Appeal (Form #11). [Res. 93-03. 9/2/93. Res. 09-01. 2/19/09]

C. Effect of Appeal. The filing of an appeal with the Board will stay the effect of a Hearing Examiner's decision. [Res. 93-03. 9/2/93]

D. Review of Appeal. Within twenty (20) working days of receipt of an Appeal of Hearing Examiner's Decision (Form #10), the Board shall meet and review the appeal. All interested parties to the petition shall receive prior notification of such meeting. At the review, the Board shall review the hearing record (as defined in Section 7.13.N), any input the Board has requested from the City/Board staff and/or the City Attorney and any submission from the parties and may take any of the actions discussed below: [Res. 93-03. 9/2/93. Res. 09-01. 2/19/09]

7.15.D.1.

1. Reject the appeal and inform the parties within five (5) working days of their rights to appeal the Hearing Examiner's decision to the Superior Court of Sonoma County.

2. Return the case to the Hearing Examiner with instructions on how to correct the written statement of decision. The parties will be informed of this decision within five (5) working days and a hearing will be scheduled, to commence within fifteen (15) working days. Such a hearing upon remand is subject to the same regulations as an initial hearing on the petition.

3. Vacate the award in whole or in part and return the case for a new hearing before another Hearing Examiner. The parties will be informed of this decision within five (5) working days and a hearing will be scheduled to commence within fifteen (15) working days. Such a hearing upon remand is subject to the same regulations as an initial hearing on the petition.

4. Vacate the Hearing Examiner's decision in whole or in part, and schedule a new hearing to be conducted by the Board. The parties will be informed of this decision by mail within five (5) working days and a hearing shall be scheduled to commence within fifteen (15) working days. A new hearing conducted pursuant to this section shall be subject to all regulations which apply to an initial hearing by the Board and will be expedited to the greatest extent possible.

5. Retain jurisdiction of the appeal and return the case to the Hearing Examiner to correct the findings in those cases where the Board is able to determine, on the basis of the documents before it, that the Hearing Examiner's findings contain numerical or clerical inaccuracies or require clarification. Within thirty (30) working days of receipt of the Board's decision, the Hearing Examiner shall complete a written statement of revision. The Hearing Examiner may request and the Board may approve one or more fifteen (15) working day extensions. [Res. 91-03, 11/21/91]

6. Continue the Board's review to a subsequent date.

7. Make minor adjustments in a Hearing Examiner's decision without returning the decision to the Hearing Examiner based on the following criteria: [Res. 89-02, 3/2/89]

a. Calculations as to how a rent increase or decrease determined by a Hearing Examiner should be implemented.

b. Determination of the Application of the Date to which a rental decision is retroactive if the Hearing Examiner fails to make such determination.

c. Other clerical or numerical adjustments not set forth by the Hearing Examiner.

7.15.E.

E. Notice of Decision to the Appeal. Within fifteen (15) calendar days of the Board's decision, the Board shall issue a Notice of Decision to the Appeal of the Hearing Examiner's Decision to the Board (Form #13) to all interested parties to the petition. At the same time, each party to the proceeding or their representatives shall be notified of their right to an appeal from the Board's decision to the Superior Court of Sonoma County. An appeal of a Board decision would be filed directly with the Superior Court pursuant to California Civil Procedure. Current state law provides ninety (90) calendar days for such filing from date of final decision (California Code of Civil Procedure (CCP) 1094.6, as may be amended). Each party is responsible to comply with court filing deadlines currently in effect. [Res. 96-06, 8/15/96]

F. Fees. There shall be no deposit fee for an appeal to the Board. The appellant shall pay actual cost for staff time, additional Hearing Examiner time, or other actual expenses relative to the appeal. These actual costs will be billed at the conclusion of the appeal. [Res. 96-06, 8/15/96]

All or part of the costs of the appeal may be waived by the Board at its discretion.  
[Res. 89-03, 5/18/89]

[PAGE LEFT BLANK]

## CHAPTER 8 -- FEES

### Section 8.01 General

A. Annual Fee. The annual registration fee provided for in Subsection N of Section 3 [9.70.030.N] of the Ordinance, and which each landlord of a controlled space must pay in conjunction with registering each of their controlled spaces shall be determined by the Board.

### B. Landlord Petitioner

1. Each landlord petition for an individual rental adjustment filed under Section 9.70.060 of the Ordinance or a rental adjustment allowed for a capital improvement filed under Section 9.70.062 of the Ordinance shall be accompanied by deposit of a fee of five-thousand dollars (\$5,000.00). [Res. 95-02, 5/18/95]

2. Upon a final decision of the Board or Hearing Examiner within the City of Rohnert Park Rent Appeals Board's Administrative Hearing process (prior to any appeal to Superior Court), the Board shall determine the actual cost of processing the landlord's petition. [Res. 93-02, 4/15/93; Res. 97-02, 6/5/97]

3. The actual cost of processing the landlord's petition as set forth in Section B.2 above, shall include but not be limited to: [Res. 93-02, 4/15/93]

- a. any fee paid to a Hearing Examiner and/or City Attorney;
- b. cost of City/Board staff to process the petition;
- c. rent for hearing space;
- d. cost of tape (audio and video) and tape recording; and
- e. such other reasonable expenses as determined by the Board.

4. If the actual cost of processing the landlord's petition is less than the petition fee deposited, the Board shall refund the difference to the petitioner. If the actual cost of processing the landlord's petition is greater than the petition fee deposited, the Board shall bill the petitioner for the difference. [Res. 93-02, 4/15/93]

5. A landlord petition fee shall not be passed through to any homeowner/resident, nor shall it be included as an operating expense in the determination of net operating income. [Res. 93-02, 4/15/93]

### C. Homeowners'/Residents' Petition Fees

Each of the homeowner/resident petitions listed in Chapter 6 of these Regulations shall be accompanied by payment of a fee of fifteen dollars (\$15.00). If one homeowner/resident files

petition and pays the fifteen dollars (\$15.00) fee for a common problem that also affects other homeowners/residents, the other affected homeowners/residents may receive the benefit of the decision without each paying the fifteen dollars (\$15.00) filing fee. However, such affected homeowners/residents will not have the status of parties in the hearing process and their participation in the hearing, including their possible testimony, will be determined by the homeowner/resident who paid the filing fee and who is a party. Any affected homeowner/resident may participate as a party in a proceeding in which the homeowner/resident may be affected by filing a separate petition, paying the fifteen dollars (\$15.00) filing fee and requesting consolidation of the petition with any similar petition(s).

D. Waiver of Fees

1. The filing fees required of any petitioner shall be waived for an individual who files an affidavit under penalty of perjury stating that he or she is an indigent person who does not have and cannot obtain the money to pay the filing fee without using money needed for necessities of life (See Appendix A, Form #18).

2. a. An individual who receives assistance under any one or more of the following programs is entitled to a waiver of the petition fee:

- (i) the Supplementary Security Income and State Supplemental Payments Programs;
- (ii) the Aid to Families with Dependent Children Program;
- (iii) the Food Stamps Program; and
- (iv) County Relief, General Relief or General Assistance.

b. An individual and/or family (adjusted for size) with a gross monthly income less than or equal to the Very Low Income Limits", as established by the U.S. Department of Housing and Urban Development (HUD) for the State of California. These income limits are published each year by the California State Department of Housing and Community Development, Division of Housing Policy Development, Sacramento, California (916-323-3176). [Res. 97-02, 6/5/97]

[PAGE LEFT BLANK]

## CHAPTER 9 -- DEFINITIONS

The following definitions include those contained in Section 2 [9.70.020] of the Ordinance.

**ANNIVERSARY DATE:** After calendar year 1988, the date on which a rent increase becomes effective (excluding banked increases). The next allowable increase shall take effect no less than one (1) year from the anniversary date (excluding banked increase).

**BANKING:** After calendar year 1988, a landlord who refrains from imposing a rent increase or any portion thereof which is permissible under the Ordinance and these Regulations, may accumulate said increase and impose that amount at any time.

**BASE RENT:** That rent which was charged for a controlled rental space on December 1, 1985, or the initial rent on a controlled rental space in a new mobilehome park created after December 17, 1987, plus any increases and adjustments allowable and imposed under the Ordinance or these Regulations.

**BASE RENT CEILING:** The maximum allowable rent established by the rollback of rents described in subsection B. of Section 9.70.040. [9.70.020.A] [Res. 96-02, 6/6/96]

**BASE YEAR NOI:** The net operating income for the calendar year 1985, or as it has been adjusted for the year by the Board or a Hearing Examiner.

**BOARD:** The rent appeals board established by Section 9.70.030 of the Mobilehome Ordinance. [9.70.020.B] [Res. 96-02, 6/6/96]

**BOARD MEMBERS:** Term used in place of "commissioners"; see below. [Res. 96-02, 6/6/96]

### CAPITAL IMPROVEMENT

**PASS-THROUGH:** A capital improvement pass-through is the amount which a mobilehome park owner is allowed to pass through to a homeowner to recover the cost of a capital improvement as defined and determined by the Rent Appeals Board pursuant to Sections 5.05 through 5.14 of these Rules and Regulations. [Res. 95-04, 10/19/95]

**CITY:** Rohnert Park, California

**COMMISSIONERS:** The commissioners of the Rent Appeals Board, also referred to as "Board Members," as established by Section 9.70.030 of the Mobilehome Ordinance. [9.70.020.C] [Res. 96-02, 6/6/96]

- CONSUMER** The Consumer Price Index = the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. city average as published by the federal Bureau of Labor Statistics. [Res. 2000-02, 10/05/2000]
- PRICE INDEX:** Francisco-Oakland area. [9.70.020.H] (Ord.607, 1995: Ord.494§2, 1987) [Res. 96-02, 6/6/96]
- CONTROLLED** Every mobilehome space and use of its clubhouse, pools, sauna, jacuzzi
- RENTAL SPACE:** and other public areas within the City of Rohnert Park not under long-term lease as defined in Civil Code Section 798.17. [9.70.020.D] [Res. 91-01, 1/3/91; Res. 96-02, 6/6/96]
- HOMEOWNER/** A homeowner, resident, subtenant, lessee, sublessee, or any other person
- RESIDENT:** entitled under the terms of the rental housing agreement to the use or occupancy of any rental space. [9.70.020.G] [Res. 96-02, 6/6/96]
- HOUSING SERVICES:** Those services provided in connection with the use or occupancy of a controlled rental space including but not limited to repairs, replacement, maintenance, painting, light, heat, water, storage, laundry facilities and privileges, janitorial service, refuse removal, furnishings, telephone, parking, cable TV and any other benefits, privileges or facilities.
- IN-PLACE** A mobilehome coach transferred by the homeowner/resident to another
- TRANSFER:** with the mobilehome coach remaining on the space. [9.70.020.L, Ord. 612] [Res. 96-02, 6/6/96]
- INFLATION FACTOR:** Sixty percent (60s) of the percentage increase in the CPI (which is determined by subtracting the June 1, 1985 CPI from the CPI last reported as of the filing of the petition) multiplied by the net operating income for the base year.
- LANDLORD:** The legal owner of a mobilehome park within the City of Rohnert Park and his/her/its agents.
- LEGALLY NOTICED** The date contained in a written notice of an increase in rent to a home-
- DATE OF INCREASE:** owner/resident which complies with the provisions of California Civil Code Section 798.30 (ninety [90] calendar day notice). [Res. 95-04, 10/19/95]
- LONG-TERM LEASE:** A rental agreement, the terms of which comply with all of the provisions of California Civil Code Section 798.17, including that the term of the agreement is in excess of twelve (12) months duration and that the agreement is for the personal and actual resident of the homeowner/resident.
- MANAGEMENT:** The owner of a mobilehome park or an agent or representative

authorized to act on the owner's behalf. [9.70.020.I, Ord. 612] [Res. 96-02, 6/6/96]

**MOBILEHOME PARKS ACT:** The provisions of California Health and Safety Code Sections 18200 and following.

**ORDINANCE:** Ordinance 494 of the Rohnert Park Municipal Code. [Mobilehome Ordinance 9.70]

**OWNER:** Any landlord, owner, lessor, or sublessor of a mobilehome park in Rohnert Park. [9.70.020.J, Ord. 612] [Res. 96-02, 6/6/96]

**PASS-THROUGH:** A charge or addition to the homeowner's monthly rental statement from the mobilehome park owner, which is not part of the homeowner's base rent but which the mobilehome park owner is allowed to pass through to the homeowner for payment because of an existing law, rule or regulation or because the charge is the responsibility of the homeowner. Examples of pass-throughs are the annual registration fee, utility charges or increases in utility charges. [Res. 95-04, 10/19/95]

**PROSPECTIVE HOMEOWNER:** A person who is not currently a resident in a mobilehome park but is a prospective mobilehome space resident who desires the use of a mobilehome space and has presented himself/herself to the park owner/management as such, or who is a current resident in a mobilehome park who desires to occupy another mobilehome space in that park. [9.70.020.K, Ord. 612] [Res. 96-02, 6/6/96]

**REGISTRATION FEE:** The Registration Fee is the fee authorized by Section 3.N. [9.70.030.N] of Ordinance No. 494. It is not rent but may be passed through to the homeowners/residents and collected with the monthly rent. The Registration Fee may be prorated over the year. [Res. 89-06, 6/1/89]

**RENT:** A. The consideration, including any bonus, benefit or gratuity, demanded or received by a landlord for or in connection with the use or occupancy of a controlled rental space (including all housing services, as defined in this chapter of these Regulations), or in connection with the transfer of a lease of the controlled rental space.

B. Rent shall not include charges for gas and/or electricity, provided to a controlled rental space and where the landlord provides both master meter and sub-meter service of gas and/or electric utilities and such charges are billed separately.

C. Rent shall not include the Registration Fee authorized by Section 3.N. [9.70.030.N] of Ordinance No. 494. [Res. 89-06, 6/1/89]

**RENT ADJUSTMENT:** An increase or decrease in rent pursuant to the Provisions of Section 5 [9.70.050] and/or Section 6 [9.70.060] of Ordinance 494 of the Rohnert Park Municipal Code, excluding the provisions of Section 5.B.

[9.70.050.B] and Section 5.C. [9.70.050.C] (increases based upon the provision of gas and/or electricity by the landlord, and/or Banking, respectively).

**RENT CEILING:** The limit on the maximum allowable rent which a landlord may charge on any controlled rental space. [9.70.020.F] [Res. 96-02, 6/6/96]

**RENT INCREASE:** Any rent demanded of or paid by a homeowner/resident occupying a controlled rental space in excess of rent paid for the controlled rental space immediately prior to such demand or payment. Rent increase includes any reduction in housing services provided for the use or occupancy of a controlled rental space without a corresponding reduction in the monies demanded for or paid as rent.

**RENTAL HOUSING** An agreement, verbal, written or implied, between a landlord and home-

**AGREEMENT:** owner/resident for use or occupancy of a rental space for housing services. [9.70.020.E] [Res. 96-02, 6/6/96]

**UTILITIES:** Utility services are natural gas, liquid propane gas, electricity, water, cable television, garbage, refuse and sewer. [Res. 95-04, 10/19/95]

[PAGE LEFT BLANK]

CITY OF ROHNERT PARK/MOBILEHOME RENT APPEALS BOARD  
6750 Commerce Boulevard  
Rohnert Park, CA 94927  
Telephone (707) 795-2411

**REGISTRATION FORM - MOBILEHOME PARK**

Park Name: \_\_\_\_\_

Required by the Rent Appeals Board pursuant to Rohnert Park Mobilehome Ordinance No. 494.

Complete and return this form by March 7, 1988.

The Board may grant a request for an extension of time to file the registration forms if the Board finds that timely completion would pose an undue hardship.

Registration Fee. To be paid by all mobilehome spaces. Specific amount of registration fee to be determined by the Rent Appeals Board at a later time. You will be notified by separate letter.

In years subsequent to 1988, an annual re-registration form and the registration fee, as determined by the Board, will both be due on January 1.

1. Name, mailing address and telephone number of mobilehome park.

\_\_\_\_\_  
\_\_\_\_\_

2. Names and addresses of all owners of the mobilehome park from December 1, 1985 to the present.

Current owner(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Previous owner(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name and address of the custodian of the park owner's records: \_\_\_\_\_  
\_\_\_\_\_

4. Number of spaces in the park: \_\_\_\_\_

5. What housing services are provided to the mobile homeowners/residents within the park? Attach a current rental agreement and copies of the rules and regulations in effect from December 1, 1985 to the present, along with updates.

Landscaping/ groundskeeping	_____	Community laundry	_____	Utilities water	_____	Other (please list)	_____
Swimming pool	_____	Recreation/ clubhouse	_____	garbage	_____		_____
Roads	_____	Sidewalks	_____	cable tv	_____		_____
Storage	_____	Parking	_____	sewer	_____		_____
Mailboxes	_____	Lighting	_____	other	_____		_____
Security Services	_____	Animal runs	_____				

6. Indicate whether the following utilities are paid by the landlord or the homeowner/resident:

	Park pays and does not separately charge homeowner/resident		
	(Yes or No)		
<u>Utility</u>		<u>Date Service Began</u> (Write "X" if not provided)	<u>Date Ended</u>
Electricity	_____	_____	_____
Gas	_____	_____	_____

If the provision of gas and/or electric services is not consistent parkwide, then answer question No. 9 on Form #2 for each individual mobilehome space.

7. a. List any mobilehomes in which the current mobile homeowners/residents have their rent subsidized under the Housing Assistance Payments Program (Pub. L. 93-383, Section 8), also known as "Section 8".

---



---



---

7. b. List any mobilehome which is owned by the owner(s) of the mobilehome park and is used as the personal and actual residence of the owner(s) or which the owner(s) allow to be occupied by an agent or employee whose employment is directly related to the mobilehome park.

---



---

8. Please list all operating-cost increases since December 1, 1985, the date of the increase and the amount of the increase.

<u>Item</u>	<u>Date of Increase</u>	<u>Amount of Increase</u>
_____	_____	_____
_____	_____	_____

CITY OF ROHNERT PARK/MOBILEHOME RENT APPEALS BOARD  
6750 Commerce Boulevard  
Rohnert Park, CA 94927  
Telephone (707) 795-2411

Mobilehome Park: \_\_\_\_\_

**REGISTRATION FORM**  
Mobilehome Space Number: \_\_\_\_\_

Please answer the following questions for each space in the mobilehome park:

1. Mailing address of the space: \_\_\_\_\_  
\_\_\_\_\_

2. What was the total monthly rent paid on December 1, 1985, excluding any amount separately charged for gas and electricity?  
\_\_\_\_\_

3. How many rental increases have been imposed against the space since December 1, 1985? Please state the date of each increase, the amount of the increase and the amount of the monthly rent before and after the increase.

<u>Rent before increase (excluding any amount specifically charged for gas &amp; electricity)</u>	<u>Increase Date</u>	<u>Amount of Increase</u>	<u>Rent after increase (excluding any amount specifically charged for gas &amp; electricity)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. Name and current address of each resident from December 1, 1985 to date:

Name of Resident: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_

5. What is the name and address of the legal owner of the mobilehome?  
\_\_\_\_\_  
\_\_\_\_\_

6. Is there a written lease? \_\_\_\_\_ If so, when did it commence and when will it expire?

---

7. List any housing services provided to this mobilehome space, but not provided to others:

---



---

8. List any housing services not provided to this mobilehome space but provided to others:

---



---

9. Supply this information only if the provision of gas and/or electric services is not consistent parkwide:

Indicate whether the following utilities are paid by the landlord or homeowner/resident:

<u>Utility</u>	Park pays and does not separately charge homeowner/resident <u>(Yes or No)</u>	<u>Date Service Began</u> <u>(Write "X" if not provided)</u>	<u>Date Ended</u>
Electricity	_____	_____	_____
Gas	_____	_____	_____

RE-REGISTRATION FORM FOR INDIVIDUAL MOBILEHOME PARK

Dated: \_\_\_\_\_ Mobilehome Park

Required by the Rent Appeals Board pursuant to the Rohnert Park Mobilehome Ordinance.

Effective Date: The data requested will be as of January 1, \_\_\_\_\_ (Rules and Regulations Section 3.02). The Board may grant a request for an extension of time to file the registration forms if the Board finds that timely completion would pose an undue hardship.

Registration Fee: A fee of \$ \_\_\_\_\_ must be paid for each mobilehome space not exempted from payment of the registration fee. The Board has decided to exempt mobilehome spaces in which the space rent is subsidized pursuant to Housing Assistance Payments Program (Pub. L. 93-383, as amended), spaces which are owned and occupied by the owner or an employee who lives and works in the mobilehome park, and/or spaces on long-term lease as defined by Rules and Regulations Section 3.03.

Due Date: Re-registration Forms #2.A, #2.B and #2.C must be completed and returned to the Board no later than February 1, \_\_\_\_\_ (Rules and Regulations Section 3.02). Payment of the \$ \_\_\_\_\_ registration fee for each non-exempt space must be received by the Board no later than February 1, \_\_\_\_\_.

1. Mobilehome Park: Name, mailing address, and telephone number of the mobilehome park: \_\_\_\_\_

2. Park Owners: Names and addresses of all owners of the mobile park during calendar year \_\_\_\_\_ (previous year).

a. Current owner(s): \_\_\_\_\_

b. Previous owner(s): \_\_\_\_\_

3. Park Records: Name and address of the custodian of the park owner's records: \_\_\_\_\_

4. Spaces: a. Number of spaces in the park: \_\_\_\_\_ b. Have any spaces been added within the park in calendar year 19 \_\_\_\_? No \_\_\_\_\_ Yes \_\_\_\_\_ If yes, how many? \_\_\_\_\_

5. Services: What housing services are provided to the mobile homeowners/residents within the park? Attach rental agreement(s) and copies of the Rules and Regulations in effect during calendar year 19 \_\_\_\_\_.

- Landscaping, Groundskeeping Community Laundry Utilities: Swimming Pool Recreation/Clubhouse Water Roads Sidewalks Garbage Storage Parking Sewer Mailboxes Lighting Cable Television Security Services Animal Runs Other

Other: \_\_\_\_\_

[Res. 93-03. 9/2/93]

FORM #2.A

-OVER-

6. Utilities: Indicate whether the following utilities are paid by the landlord or the homeowner/resident:

<u>Utility</u>	Park pays and does not separately charge homeowner/resident <u>(Yes or No)</u>	<u>Date Service Began</u> <u>(Write "X" if not provided)</u>	<u>Date Ended</u>
Electricity	_____	_____	_____
Gas	_____	_____	_____

If the provision of gas and/or electric services is not consistent park-wide, then answer question No. 8 for each individual mobilehome space.

7. a. Exempted Spaces: List any mobilehomes in which the current mobile homeowner/resident have their rent subsidized under the Housing Assistance Payments Program (Pub. L. 93-383, Section 8, as amended) also known as "Section 8".

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

b. Park-Owned Mobilehomes: List any mobilehome which is owned by the owner(s) of the mobilehome park and is used as the personal and actual residence of the owners or which the owner(s) allow to be occupied by an agent or employee whose employment is directly related to the mobilehome park:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

c. Long-Term Lease Spaces: List on attached Form #2.C any mobilehome which is on a long-term lease space as defined by the Rules and Regulations Chapter 9 definition.

8. Individual Electricity/Gas Rates, if any: Supply the information only if the provision of electricity and/or gas services is not consistent park-wide. For each individual mobilehome park space, indicate whether the following utilities are paid by the landlord or the homeowner/resident:

<u>Space Nos.</u>	Park pays and does not separately charge homeowner/resident <u>(Yes or No)</u>	<u>Date Service Began</u> <u>(Write "X" if not provided)</u>	<u>Date Ended</u>
Electricity:			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Gas:			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

[Res. 93-03. 9/2/93]

**RE-REGISTRATION FORM  
FOR MOBILEHOME SPACES UNDER RENT CONTROL**

Dated: \_\_\_\_\_ Mobilehome Park

Effective Date: The data requested will be as of January 1, \_\_\_\_\_ (Rules and Regulations 3.01).

Due Date: Re-registration Forms #2.A, #2.B and #2.C must be completed and returned to the Board no later than February 1, \_\_\_\_\_ (Rules and Regulations 3.02).

**A SPREADSHEET SUMMARIZING THE QUESTIONS WOULD BE ACCEPTABLE.**

Please answer the following questions for each space under rent control in the mobilehome park:

1. Mailing address of space:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Has the mobilehome coach on this space been sold since January 1, \_\_\_\_\_ (previous year)? No \_\_\_\_\_ Yes \_\_\_\_\_ If \_\_\_\_\_ yes, \_\_\_\_\_ date \_\_\_\_\_ of sale: \_\_\_\_\_

3. What was the total monthly rent paid on January 1, \_\_\_\_\_ excluding any amount separately charged for gas, electricity, water, sewer, garbage, extra T.V. outlets, and R.V. storage spaces (the only authorized pass-throughs)? \$ \_\_\_\_\_

4. What are the current amounts charged for the following authorized pass-throughs (as of January 1, \_\_\_\_\_)?

	<u>Pass Throughs</u>	<u>Amount</u>	
a.	Extra T.V. Outlet	\$ _____	
b.	R.V. Storage Space	\$ _____	
c.	Amortized Pass-Through	\$ _____	Expiration Date: _____
	[approved by net operating income or capital improvement pass-through petition]		

5. Name of current homeowner/resident as of January 1, \_\_\_\_\_

\_\_\_\_\_

6. List any housing services provided to this mobilehome space, but not provided to others:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Res. 93-03, 9/2/93; Res. 97-02, 6/5/97]

7. List any housing services not provided to this mobilehome space, but provided to others:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Supply this information only if the provision of electricity and/or gas services is not consistent park-wide. Indicate whether the following utilities are paid by the landlord or the homeowner/resident:

<u>Specific Utility</u>	Park pays and does not separately charge homeowner/resident <u>(Yes or No)</u>	<u>Date Service Began</u> (Write "X" if not provided)	<u>Date Ended</u>
Electricity	_____	_____	_____
Gas	_____	_____	_____

[Res. 93-03, 9/2/93; Res. 97-02, 6/5/97]

FORM #2.B



[PAGE LEFT BLANK]

RENT APPEALS BOARD  
CITY OF ROHNERT PARK  
6750 Commerce Blvd.  
Rohnert Park, CA 94927  
(707) 795-2411

Petition Number: T-\_\_\_\_\_

**HOMEOWNER/RESIDENT PETITION**

[Please type or print]

My name is: \_\_\_\_\_  
(Last) (First) (Initial)

I have lived in: \_\_\_\_\_  
(Name of Mobilehome Park)

\_\_\_\_\_  
(Address/Space Number)

Since: \_\_\_\_\_ My phone number(s) are: ( ) \_\_\_\_\_ home  
(Month and Year) ( ) \_\_\_\_\_ work

The landlord is: \_\_\_\_\_

The landlord's business address and phone number are:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

My rent is currently \$ \_\_\_\_\_ per month.

NOTE: The Rohnert Park Mobilehome Ordinance is referred to as "Ordinance" on this Petition.

The reason I am filing this petition is:

\_\_\_\_\_ I have received a discontinuance or substantial reduction in housing service(s) without a corresponding decrease in the rent. (Attach Decrease in Service Statement, Form #3.A) [Ordinance 6.B.1.a.; Rules and Regulations 6.02]

\_\_\_\_\_ The landlord has not registered or re-registered the mobilehome space in which I am a homeowner/resident in accordance with the requirements of the Ordinance. [Ordinance 3.0; Rules and Regulations 6.03]

\_\_\_\_\_ The landlord has increased my rent during the period between December 17, 1987 and January 16, 1988 and thus failed to abide by the temporary rent freeze mandated by the Ordinance. [Ordinance 4.A; Rules and Regulations 6.04]

\_\_\_\_\_ As of January 16, 1988 (or other date [specify] \_\_\_\_\_), my landlord had not properly rolled back my rent to the rent in effect on December 1, 1985, as required by the Ordinance. [Ordinance 4.B; Rules and Regulations 6.05]

\_\_\_\_\_ The landlord has failed to properly post notice of the maximum allowable rent for my space as required by the Ordinance and/or failed to provide information required by Section 2.11 of the Regulations. The landlord therefore may not demand, accept, or retain all or any portion of the Annual General Adjustment. I have given the landlord thirty (30) calendar days notice of the failure to properly post the notice or provide information and the notice has still not been posted as of the date I am filing this petition. [Ordinance 4.C; Rules and Regulations 6.06]

\_\_\_\_\_ The landlord has improperly imposed an increase based upon an improper utility increase, in violation of the Ordinance. An explanation of this improper increase is set forth on the attached page. [Ordinance 5.B; Rules and Regulations 6.07]

\_\_\_\_\_ The landlord has improperly imposed a rent increase based upon banking, in violation of the Ordinance. My rent history as a homeowner/resident in the mobilehome space is set forth on the attached page. [Ordinance 5.C; Rules and Regulations 6.08]

\_\_\_\_\_ The landlord is not in compliance with provisions of the Ordinance, and/or the Regulations implementing the Ordinance, and/or city health and building codes and/or any applicable state or local housing, health, and safety codes. The landlord therefore may not demand, accept, or retain all or any portion of the Annual General Adjustment. Explain the nature of the non-compliance in the space provided on the attached page. [Ordinance 5.D; Rules and Regulations 6.09]

\_\_\_\_\_ The landlord has accepted and retained rent in excess of the amount permitted by the Ordinance. The landlord should therefore not be allowed to impose an Individual Rent Adjustment. The reason(s) why the landlord is in violation of the Ordinance is/are set forth on the attached page. [Ordinance 6.B.1.b.; Rules and Regulations 6.10]

[Res. 93-03. 9/2/93]

FORM #3





**MOBILE HOMEOWNER/RESIDENT  
DECREASE IN SERVICES STATEMENT**

*Please read the instructions prior to filling out form.*

Petition No. T-\_\_\_\_\_

HOMEOWNER'S/RESIDENT'S NAME: \_\_\_\_\_

ADDRESS, SPACE NUMBER: \_\_\_\_\_

**1. Title of Service No. 1:** \_\_\_\_\_

a. What was/should be the service? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

b. What is the problem? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

c. When did the problem start? \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

d. Did you tell the landlord/owner, manager, or representative? \_\_\_\_\_

Date: \_\_\_\_\_ Written Notice: \_\_\_\_\_ Oral: \_\_\_\_\_

e. Did you ask the manager to solve the problem? \_\_\_\_\_

Date: \_\_\_\_\_ Written Notice: \_\_\_\_\_ Oral: \_\_\_\_\_

f. What did the manager do? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

g. Was the service improved or corrected? \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

h. What is it like now? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

[Res. 93-03, 9/2/93]

FORM #3.A

- 2. Title of Service No. 2:** \_\_\_\_\_
- a. What was/should be the service? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- b. What is the problem? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- c. When did the problem start? \_\_\_\_\_ Date: \_\_\_\_\_
- d. Did you tell the landlord/owner, manager, or representative? \_\_\_\_\_  
 Date: \_\_\_\_\_ Written Notice: \_\_\_\_\_ Oral: \_\_\_\_\_
- e. Did you ask the manager to solve the problem? \_\_\_\_\_  
 Date: \_\_\_\_\_ Written Notice: \_\_\_\_\_ Oral: \_\_\_\_\_
- f. What did the manager do? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_
- g. Was the service improved or corrected? \_\_\_\_\_ Date: \_\_\_\_\_
- h. What is it like now? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_

I declare under penalty of perjury that these statements are true and correct to the best of my knowledge and belief.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

- \*Attach additional pages if needed for additional signatures of other homeowner/resident petitioners.
- \*Attach copies of any supporting written documentation.
- \*Attach an additional page with a statement of all information in support of your petition for a rent decrease.

[Res. 93-03, 9/2/93]

FORM #3.A

**SERVICE REDUCTION INSTRUCTIONS**

Individuals or associations representing several homeowners/residents can use one service reduction claim form for everyone they represent. A service reduction claim applies to all homeowners/residents who are affected by it and are included in the hearing, regardless of whether they have also filed a claim.

"Service Reduction" is defined by the Regulations as a decrease or diminution in the basic service level provided by the landlord pursuant to any of the following:

California Civil Code Sections 1941.1 or 1941.2, the mobilehome residency law, the Mobilehome Parks Act, the implied warranty of habitability, an express or implied agreement, the level of services at the last rent increase, the park rules and regulations. The reduction must have begun or become worse since the last rent increase.

Each question in the claim form must be answered and proven at the hearing:

Service - the name of the service; for example, "Street repairs."

What was/should be the service? - "No potholes."

What was the prior level of service? - "No potholes."

What is the problem? How was the service reduced? - "Streets cracked, potholes."

When did the problem start? When was the service reduced? - "11/88."

Did you tell the manager, park owner or their representative?

While you are not required to tell the manager, doing so may affect some claims. -  
"11/88, written."

What did the manager do? What repairs have been made? - "Gravel was put in the holes."

Was the problem solved? Was the service restored? - "Cracks weren't repaired, gravel sank into the holes."

What is it like now? Is the service level what it should be? - "Streets still cracked, potholes still there."

Proof: Mobilehome park homeowners/residents have the burden of proving their claim to be true. Correspondence, photographs, and witnesses are some of the types of evidence that can be used. One copy of all documentation must be filed with the Rent Board and one with the landlord by the filing deadline.

Calculation of Value of Service Reduction: If proven, service reductions can result in a credit based upon their duration and the reduction in usability of the mobilehome space. The Rent Board or a Hearing Examiner cannot order compensation for the damage to your property or person. The intent is that a reduction in service be accompanied by a "corresponding reduction in rent."

**[PAGE LEFT BLANK]**

**LANDLORD'S PETITION FOR INDIVIDUAL RENT ADJUSTMENT  
(NET OPERATING INCOME PETITION)**

Petition No. \_\_\_\_\_

**A. IDENTIFICATION**

PARK NAME: \_\_\_\_\_

RENT INCREASE EFFECTIVE DATE: \_\_\_\_\_

PARK OWNER'S NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_

OWNER'S REPRESENTATIVE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_

**B. HEARINGS**

Regulations Section 7.07.A provides for the hearing to commence within sixty (60) days of the filing of the petition. The Board or Hearing Examiner may allow two (2) additional hearings, each no more than ten (10) working days after the previous one. In extraordinary circumstances, the Board may approve additional hearings.

The hearing may be held during normal business hours or other convenient times as indicated by the parties. The hearing may be held in City offices or some other place designated by the Board or, if the parties request, at the mobilehome park. You will be notified about the date, time and place of the hearing.

The Rent Board attempts, to the extent possible, to schedule hearings at times which are convenient to the parties. Please indicate those dates when you and/or your representative would not be available:

\_\_\_\_\_  
\_\_\_\_\_

The hearing may be held at the park for your convenience. Are you interested in doing so?

Yes \_\_\_\_\_ No \_\_\_\_\_

Would you prefer that the hearing be held: During normal business hours \_\_\_\_\_  
In the evening \_\_\_\_\_  
Does not matter \_\_\_\_\_

The undersigned, on behalf of the mobilehome park owner, does declare under penalty of perjury that the statements and documents submitted are true, complete and correct to the best of his/her knowledge and belief.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

[Res. 97-02, 6/5/97]

FORM #4

**MOBILEHOME RESIDENT LIST  
INSTRUCTIONS**

Information regarding the controlled rental spaces and the proposed rent adjustment must be provided on the attached form, Schedule A.

Please list all affected homeowners/residents, their current base rent, the dollar amount by which you propose to increase the rent, the effective date of the rent increase, each park space number and whether or not each space contains a park-owned mobilehome coach.

For example:

<p style="text-align: center;">(1)</p> <p>Name: Jane Doe</p> <p>Address: 123 Any Street</p> <p>City, State, Zip: Rohnert Park, CA 94927</p>	<p>Date of Last Increase _____ (2)</p> <p>Base Rent _____ (3)</p> <p>Increase _____ (4)</p> <p>Effective Date _____ (5)</p> <p>Space Number _____ (6)</p> <p style="text-align: center;">("X" if space contains <input type="checkbox"/> (7) park-owned coach)</p>
---	--

- (1) The name, street address including space number, city, state and zip code for each affected homeowner/resident.
- (2) The date the last rent increase became effective.
- (3) The dollar amount of this individual's current base rent (before any proposed increase).
- (4) The dollar amount by which you propose to increase the base rent.
- (5) The date when the proposed adjustment in rent will take effect.
- (6) The space number by which you, the homeowner/resident, refer to the space.
- (7) Check ("X") the box if the individual space (rental space) contains a park-owned mobilehome coach.

**NOTE: A SPREADSHEET MAY BE SUBSTITUTED FOR THIS FORMAT. ALL INFORMATION LISTED ABOVE MUST BE INCLUDED OR THE PETITION WILL BE DEEMED INCOMPLETE AND NOT CORRECTLY FILED.**

FORM #4

[Res. 97-02, 6/5/97]  
Printed: 7/29/97

**SCHEDULE A  
MOBILEHOME RESIDENT LIST**

("X" box if space contains  
park-owned coach)

NOTE: All requested information **MUST BE TYPED.**

Name		Date of Last Incr. _____
Address/Space		Base Rent _____
City, State, Zip		Increase _____
		Eff. Date _____
		Space No. _____ <input type="checkbox"/>

Name		Date of Last Incr. _____
Address/Space		Base Rent _____
City, State, Zip		Increase _____
		Eff. Date _____
		Space No. _____ <input type="checkbox"/>

Name		Date of Last Incr. _____
Address/Space		Base Rent _____
City, State, Zip		Increase _____
		Eff. Date _____
		Space No. _____ <input type="checkbox"/>

Name		Date of Last Incr. _____
Address/Space		Base Rent _____
City, State, Zip		Increase _____
		Eff. Date _____
		Space No. _____ <input type="checkbox"/>

Name		Date of Last Incr. _____
Address/Space		Base Rent _____
City, State, Zip		Increase _____
		Eff. Date _____
		Space No. _____ <input type="checkbox"/>

Name		Date of Last Incr. _____
Address/Space		Base Rent _____
City, State, Zip		Increase _____
		Eff. Date _____
		Space No. _____ <input type="checkbox"/>

Name		Date of Last Incr. _____
Address/Space		Base Rent _____
City, State, Zip		Increase _____
		Eff. Date _____
		Space No. _____ <input type="checkbox"/>

**LANDLORD'S STATEMENT OF  
INCOME AND EXPENSES**

Petition No. \_\_\_\_\_

<b>A. <u>GROSS INCOME</u></b>	<u>BASE YEAR</u>	<u>CURRENT YEAR</u>
1. Gross Rents:		
a. Landlord owned spaces*	\$ _____	\$ _____
b. Non-landlord owned spaces	_____	_____
2. Interest from Security and Cleaning Deposits	_____	_____
3. Income from Services:		
a. Utilities	_____	_____
b. Garage and Parking Fees	_____	_____
c. Laundry Facilities	_____	_____
4. All Other Income (specify)		
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____
5. SUB-TOTAL (Add lines A.1 - A.4):	\$ _____	\$ _____
6. Uncollected Rents	_____	_____
7. TOTAL GROSS INCOME (Subtract Line A.6 from Line A.5)	\$ _____	\$ _____

\* Use an average of park-wide rents for the period owed in the base and current years or the actual rent, whichever is higher.

<b>B. <u>OPERATING EXPENSES</u></b>		
8. License Fees	\$ _____	\$ _____
9. Property Taxes	_____	_____
10. Utilities	_____	_____
11. Insurance	_____	_____
12. Management Expenses	_____	_____
13. Landlord Performed Labor	_____	_____
14. Building and Grounds Maintenance	_____	_____
15. Legal Fees	_____	_____
16. Auto and Truck Expenses	_____	_____
17. Employee Benefits	_____	_____
18. a. Employee Payroll, Gross	_____	_____
b. Employee Payroll, Taxes	_____	_____
19. Permits, Fees and Licenses	_____	_____
20. Refuse Removal	_____	_____
21. Ground Lease Payments	_____	_____
22. _____	_____	_____
23. _____	_____	_____
24. _____	_____	_____
25. _____	_____	_____
26. _____	_____	_____
27. SUBTOTAL (Add Lines B.8-B.26)	\$ _____	\$ _____

[Res. 93-03, 9/2/93]

FORM #4

C. <u>CAPITAL IMPROVEMENTS</u> **	<u>BASE YEAR</u>	<u>CURRENT YEAR</u>
<u>Description:</u>		
28. _____	\$ _____	\$ _____
29. _____	_____	_____
30. _____	_____	_____
31. _____	_____	_____
32. _____	_____	_____
33. SUB-TOTAL CAPITAL IMPROVEMENTS (Add Lines C.28-C.32)	\$ _____	\$ _____
D. <u>REHABILITATION</u> **		
<u>Description:</u>		
34. _____	_____	_____
35. _____	_____	_____
36. _____	_____	_____
37. _____	_____	_____
38. _____	_____	_____
39. SUB-TOTAL REHABILITATION (Add Lines D.34-D.38)	\$ _____	\$ _____
40. TOTAL OPERATING EXPENSES (Add Lines B.27, C.33, D.39)	\$ _____	\$ _____

\*\* List capital improvements and rehabilitation that affect all controlled rental spaces within the mobilehome park. The cost of the capital improvement must be amortized over its useful life. The cost of financing the capital improvements may also be included, amortized as set forth in the Rules and Regulations, Section 5.02.

For each capital improvement and rehabilitation listed, provide and attach (on a separate sheet of paper) an explanation of the calculation, including cost, useful life, financing, and amortization.

**CALCULATION OF FAIR RETURN  
AND INDIVIDUAL RENT ADJUSTMENT**

**E. SUMMARY OF INCOME AND EXPENSE STATEMENTS**

41.	Base Year Gross Income (Line A.5)	\$ _____
42.	Base Year Operating Expenses (Line D.40)	\$ _____
43.	Base Year Net Operating Income (Line E.41 minus Line E.42)	\$ _____
44.	Current Gross Income (Line A.5)	\$ _____
45.	Current Operating Expenses (Line D.40)	\$ _____

**F. INCREASE IN CPI**

46.	Base Year CPI	_____ 333.2
47.	Current Year CPI	_____
48.	Increase in CPI Adjustment (Line F.47 minus Line F.46, divided by Line F.46)	_____

**G. CALCULATION**

( <u>    .60    </u> )	x	_____ %	x	\$ _____	=	\$ _____
Inflation Adjustment		49. Increase in CPI Adjustment (F.48)		50. Base Year NOI (E.43)		51. Inflation Factor
\$ _____	+	\$ _____		\$ _____	=	\$ _____
52. Base Year NOI (E.43)		53. Inflation Factor (G.51)		54. Fair Return		
\$ _____	+	\$ _____		\$ _____	=	\$ _____
55. Fair Return (G.54)		56. Current Operating Expenses (E.45)		57. Required Gross Income to Produce Fair Return		
\$ _____	-	\$ _____		\$ _____	=	\$ _____
58. Required Gross Income (G.57)		59. Current Year Gross Income (E.44)		60. Total Annual Rent Increase		
\$ _____	÷	\$ _____	+ 12	=	\$ _____	
61. Total Annual Rent Increase (G.60)		62. Total Number of Spaces	Months		63. Allowable Rent Increase Per Space Per Month	

**LANDLORD'S PETITION FOR  
CAPITAL IMPROVEMENT PASS-THROUGH**

CIPT Petition No. \_\_\_\_\_

**A. IDENTIFICATION**

PARK NAME: \_\_\_\_\_

DATE OF COMPLETION OF CAPITAL IMPROVEMENT: \_\_\_\_\_

PARK OWNER'S NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_

OWNER'S REPRESENTATIVE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_

**B. HEARINGS**

Regulations Section 7.07.A provides for the hearing to commence within sixty (60) days of the filing of the petition. The Board or Hearing Examiner may allow two (2) additional hearings, each no more than ten (10) working days after the previous one. In extraordinary circumstances, the Board may approve additional hearings.

The hearing may be held during normal business hours or other convenient times as indicated by the parties. The hearing may be held in City offices or some other place designated by the Board or, if the parties request, at the mobilehome park. You will be notified about the date, time and place of the hearing.

The Rent Board attempts, to the extent possible, to schedule hearings at times which are convenient to the parties. Please indicate those dates when you and/or your representative would not be available:

\_\_\_\_\_  
\_\_\_\_\_

The hearing may be held at the park for your convenience. Are you interested in doing so?

Yes \_\_\_\_\_ No \_\_\_\_\_

Would you prefer that the hearing be held: During normal business hours \_\_\_\_\_  
In the evening \_\_\_\_\_  
Does not matter \_\_\_\_\_

The undersigned, on behalf of the mobilehome park owner, does declare under penalty of perjury that the statements and documents submitted are true, complete and correct to the best of his/her knowledge and belief.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

[Res. 97-02, 6/5/97]

FORM #4.A

**MOBILEHOME RESIDENT LIST  
INSTRUCTIONS**

Information regarding the controlled rental spaces and the proposed rent adjustment must be provided as listed below.

Please list all affected homeowners/residents, their current base rent, the dollar amount by which you propose to increase the rent, each park space number and whether or not each space contains a park-owned mobilehome coach.

For example:

<p style="text-align: center;">(1)</p> <p>Name: Jane Doe</p> <p>Address: 123 Any Street</p> <p>City, State, Zip: Rohnert Park, CA 94927</p>	<p>Date of Last Increase _____ (2)</p> <p>Base Rent _____ (3)</p> <p>Proposed Increase _____ (4)</p> <p>Space Number _____ (5)</p> <p style="text-align: center;">("X" if space contains <input type="checkbox"/> (6) park-owned coach)</p>
---	---

- (1) The name, street address including space number, city, state and zip code for each affected homeowner/resident.
- (2) The date the last rent increase became effective.
- (3) The dollar amount of this individual's current base rent (before any proposed increase).
- (4) The dollar amount by which you propose to increase the base rent.
- (5) The space number by which you, the homeowner/resident, refer to the space.
- (6) Check ("X") the box if the individual space (rental space) contains a park-owned mobilehome coach.

**NOTE: A SPREADSHEET MAY BE SUBSTITUTED FOR THIS FORMAT. ALL INFORMATION LISTED ABOVE MUST BE INCLUDED OR THE PETITION WILL BE DEEMED INCOMPLETE AND NOT CORRECTLY FILED.**

FORM #4.A

[Res. 97-02, 6/5/97]

**NOTICE OF BOARD DECISION TO AUTHORIZE HOMEOWNERS/RESIDENTS  
NOT TO PAY AN ANNUAL GENERAL ADJUSTMENT**

Dear Landlord:

The City of Rohnert Park Rent Appeals Board, at a meeting held on \_\_\_\_\_  
\_\_\_\_\_, has decided to authorize the homeowners/residents in the following controlled rental  
spaces of \_\_\_\_\_ Mobilehome Park, not to pay the annual general  
adjustment which otherwise could be imposed on \_\_\_\_\_ (date).

This action was taken because of:

- 1. Your failure to comply with:
  - [ ] The provisions of Section(s) \_\_\_\_\_ of the Rohnert Park  
Mobilehome Ordinance in that: \_\_\_\_\_
  - [ ] The provisions of Section(s) \_\_\_\_\_ of the Rohnert Park  
Rent Appeals Board Rules and Regulations in that: \_\_\_\_\_
- 2. And/or your failure to substantially comply with
  - [ ] City Health Code(s) \_\_\_\_\_  
in that: \_\_\_\_\_
  - [ ] City Building Code(s) \_\_\_\_\_  
in that: \_\_\_\_\_
  - [ ] State or Local Housing Health and/or Safety Code(s) \_\_\_\_\_  
in that: \_\_\_\_\_

This action was taken pursuant to Section 5.D. of the Rohnert Park Mobilehome  
Ordinance.

You may request an expedited review of this decision by petitioning the Board on the  
enclosed form which must be received by the Board within five (5) working days of your receipt  
of this notice.

Sincerely,

\_\_\_\_\_  
For the Rohnert Park Rent Appeals Board

cc: Affected Homeowners/Residents  
FORM #5.A

Printed: 10/19/95



**NOTICE OF BOARD DECISION TO AUTHORIZE HOMEOWNERS/RESIDENTS TO WITHHOLD PAYMENT OF RENT BASED UPON LANDLORD'S FAILURE TO COMPLY WITH ORDINANCE REGISTRATION REQUIREMENTS**

Dear Landlord:

The City of Rohnert Park Rent Appeals Board, at a meeting held on \_\_\_\_\_, has decided to authorize the homeowners/residents in the following controlled rental spaces of: \_\_\_\_\_ Mobilehome Park, to withhold \$ \_\_\_\_\_ of the monthly rent, effective: \_\_\_\_\_. (amount of rent withheld)

This action was taken because of your failure to properly register your controlled rental space(s) with the Rent Appeals Board pursuant to Rohnert Park Mobilehome Ordinance Section 3.0. You have failed to:

- \_\_\_\_\_ 1. Pay the required Registration fee for the following spaces:  
\_\_\_\_\_
- \_\_\_\_\_ 2. Complete the Registration form for the following spaces:  
\_\_\_\_\_
- \_\_\_\_\_ 3. Include the following information for the space(s) specified:  
\_\_\_\_\_

You may request an expedited review of this decision by petitioning the Board on the enclosed form which must be received by the Board within five (5) working days of your receipt of this notice.

Kindly provide the Board with the following information:

- 1. Receipt(s) for payment of Registration fee or canceled check(s).
- 2. Endorsed, filed copies of Registration form.
- 3. The following information on space(s):  
\_\_\_\_\_  
\_\_\_\_\_
- 4. Other: \_\_\_\_\_  
\_\_\_\_\_

Sincerely,

\_\_\_\_\_  
For the Rohnert Park Rent Appeals Board

cc: Affected Homeowners/Residents

**LANDLORD'S PETITION FOR REVIEW OF BOARD'S DECISION TO AUTHORIZE HOMEOWNER(S)/RESIDENT(S) TO WITHHOLD PAYMENT OF RENT BASED UPON FAILURE TO COMPLY WITH ORDINANCE REGISTRATION REQUIREMENTS**

Dear \_\_\_\_\_,

I/We have received notice of the decision to authorize the homeowner(s)/resident(s) in space(s): \_\_\_\_\_  
to withhold rent as of \_\_\_\_\_ (date).

We hereby petition the Board for an expedited review of the Board's decision based on:

1. Payment of the required Registration fee for space(s) \_\_\_\_\_  
\_\_\_\_\_ has been made on \_\_\_\_\_ (see attached documentation); and/or
2. The completed Registration form for space(s) \_\_\_\_\_  
\_\_\_\_\_ has been filed with the Board on \_\_\_\_\_ (see attached documentation); and/or
3. The requested information for space(s) \_\_\_\_\_  
\_\_\_\_\_ has been filed or is enclosed. (see attached documentation)

Signature: \_\_\_\_\_  
(Landlord)

Name of Mobilehome Park: \_\_\_\_\_

Landlord's Name: \_\_\_\_\_

Landlord's Business Address: \_\_\_\_\_

Landlord's Business Phone Number: (\_\_\_\_) \_\_\_\_\_

Date: \_\_\_\_\_

Landlord's Representative: \_\_\_\_\_

Landlord's Representative's Business Address: \_\_\_\_\_

Landlord's Representative's Business Phone: (\_\_\_\_) \_\_\_\_\_

FORM #6.B

**NOTICE OF RECEIPT OF PETITION**

Dated: \_\_\_\_\_

Petition No. \_\_\_\_\_

\_\_\_\_\_ Mobilehome Park

Dear Mobile Homeowner/Resident:

The Rohnert Park Rent Appeals Board has received a Petition filed by Landlord: \_\_\_\_\_

**OR**

Homeowner(s)/Resident(s) in space(s): \_\_\_\_\_

The Petition is for:

Landlord:

- \_\_\_\_\_ An Individual Adjustment (Section 6 of the Ordinance[9.70.060])
- \_\_\_\_\_ Application for Capital Improvement Pass-Through (Ordinance 6.a. [9.70.062]; Rules and Regulations 5.05 through 5.14)
- \_\_\_\_\_ Review of Denial of the Imposition of an Annual General Adjustment (Rules and Regulations 5.03)
- \_\_\_\_\_ Review of a Decision Finding a Failure to Comply with the Registration Requirements of the Ordinance (Rules and Regulations 5.04)

Homeowner/Resident:

- \_\_\_\_\_ Discontinuance or Substantial Reduction in Housing Service (Ordinance 6.B.1.a. [9.70.060.B.1.a.]; Rules and Regulations 6.02)
- \_\_\_\_\_ Improper Registration (Section 3 of the Ordinance [9.70.030]; Rules and Regulations 6.03)
- \_\_\_\_\_ Landlord's Failure to Abide by the Temporary Rent Freeze from December 17, 1987 through January 16, 1988 (Ordinance 4.A [9.70.040.A]; Rules and Regulations 6.04)
- \_\_\_\_\_ Landlord's Failure to Properly Roll Back Rents (Ordinance 4.B [9.70.040.B]; Rules and Regulations 6.05)
- \_\_\_\_\_ Landlord's Failure to Post Notice of Maximum Allowable Rent (Ordinance 4.C [9.70.040.C]; Rules and Regulations 6.06)
- \_\_\_\_\_ Landlord's Improper Utility Increase(s) (Ordinance 5.B [9.70.050.B]; Rules and Regulations 6.07)
- \_\_\_\_\_ Landlord's Improper Banking Increase (Ordinance 5.C [9.70.050.C]; Rules and Regulations 6.08)
- \_\_\_\_\_ Homeowner's/Resident's Defense to Annual General Adjustment (Ordinance 5.D [9.70.050.D]; Rules and Regulations 6.09)
- \_\_\_\_\_ Homeowner's/Resident's Defense to Individual Rent Adjustment Increase (Ordinance 6.B.1.b [9.70.060.B.1.b]; Rules and Regulations 6.10)

Enclosed for your information and review are the following documents:

- 1. Chapter 7 of the Rules and Regulations regarding the hearing process.
- 2. Chapter \_\_\_\_\_ of the Rules and Regulations regarding the petition issues.
- 3. Copy of Ordinance No. 494
- 4. Response to Petition (Form #7.B.)

The Response to Petition (Form #7.B.) must be received by the Rent Appeals Board on or before \_\_\_\_\_ (15 calendar days from the date of this notice).

If you have any questions concerning your rights under Ordinance No. 494, you may contact City staff at (707) 588-2233.

A complete copy of the Rohnert Park Rent Appeals Board's Rules and Regulations may be obtained from the City.

Date: \_\_\_\_\_  
\_\_\_\_\_ For the Rent Appeals Board

Attachments

- cc: Hearing Examiner
- Rent Appeals Board Members
- City Attorney
- Representatives of Park Owner and Park Homeowners/Residents
- City Manager

RESPONSE TO PETITION\*

Petition No. \_\_\_\_\_  
\_\_\_\_\_ Mobilehome Park

(I) (We) respond to the petition filed by \_\_\_\_\_

\_\_\_\_\_ as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(You may attach any submissions along with this form.)

(I) (We) desire the following action:

- \_\_\_\_\_ An inspection of the mobilehome park by:
  - [ ] the Rent Appeals Board
  - [ ] a State Inspector
  - [ ] a City Inspector

\_\_\_\_\_ Other: (specify) \_\_\_\_\_

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

\*NOTE: A response is not required. However, if a party chooses to submit a response, it must be received by the Board and a copy sent to the opposing party(ies) within fifteen (15) calendar days of the Rent Appeals Board's mailing notice of the hearing, as set forth in Section 7.03.B.2 of the Rules and Regulations.

**PROPOSED WITNESS LIST\***

Petition No. \_\_\_\_\_  
\_\_\_\_\_ Mobilehome Park

(I) (We) intend to call the following witness(es). (You must include a brief summary of each witness's proposed testimony and a time estimate.):

- 1. \_\_\_\_\_  
\_\_\_\_\_
- 2. \_\_\_\_\_  
\_\_\_\_\_
- 3. \_\_\_\_\_  
\_\_\_\_\_
- 4. \_\_\_\_\_  
\_\_\_\_\_
- 5. \_\_\_\_\_  
\_\_\_\_\_

(I) (We) expect \_\_\_\_\_ (state the estimated number) people will attend the hearing.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

**\*NOTE:** The list of witnesses and the estimated number of people attending the hearing must be provided to the Board no later than ten (10) calendar days before the hearing, as set forth in Section 7.10 the Rules and Regulations.

[Res. 93-03, 9/2/93]

FORM #7.C

**NOTICE  
PRE-HEARING CONFERENCE  
AND/OR SCHEDULED HEARING**

Date: \_\_\_\_\_

Petition No. \_\_\_\_\_

\_\_\_\_\_ Mobilehome Park

Dear Mobile Homeowner/Resident:

The Rohnert Park Rent Appeals Board has scheduled a Petition (Pre-Hearing Conference and/or Hearing).

1) The Pre-Hearing Conference (as per Rules and Regulations, Section 7.04F) has been scheduled for: Date: \_\_\_\_\_  
Time: \_\_\_\_\_

2) The Hearing has been scheduled for: Date: \_\_\_\_\_  
Time: \_\_\_\_\_

To be conducted by: \_\_\_\_\_, Hearing Examiner

To be held at: City Council Chambers  
6750 Commerce Boulevard, Rohnert Park, California

The purpose of the Pre-Hearing Conference and/or the Hearing is regarding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On or before \_\_\_\_\_ (10 calendar days before the Hearing), a Proposed Witness List (Form #7.C) should be provided to the Rent Appeals Board. Also, individuals can provide Designation of Representative Proxy (Form #16) to indicate their representative at the pre-hearing conference and/or the hearing. Any information you may deem relevant to support your position or to challenge the Petition should be provided to the City prior to the hearing.

Written statements and information (Form #7.B) to be considered at the hearing may be submitted no later than: \_\_\_\_\_ (15 calendar days from the date of this notice; refer to Form #7.A, attached).

Sincerely,

\_\_\_\_\_  
For the Rohnert Park Rent Appeals Board

cc: Hearing Examiner                      Representatives of Park Owner and Park Residents  
Rent Appeals Board Members      City Manager  
City Attorney

[Res. 93-03, 9/2/93]

FORM #8

MOBILEHOME SPACES - RENT APPEALS BOARD  
CITY OF ROHNERT PARK  
6750 Commerce Boulevard  
Rohnert Park, CA 94928  
(707) 795-2411

**NOTICE OF DECISION ON PETITION  
BY  
RENT APPEALS BOARD OR HEARING EXAMINER**

TO: ALL PARTIES TO LANDLORD / HOMEOWNER/RESIDENT PETITION NO. \_\_\_\_\_  
AND ALL AFFECTED RESIDENTS UNDER RENT CONTROL  
AT \_\_\_\_\_ MOBILEHOME PARK

RE: BOARD OR HEARING EXAMINER'S DECISION

A hearing was conducted for \_\_\_\_\_  
on Petition No. \_\_\_\_\_ on \_\_\_\_\_ (date).

The Rent Appeals Board has (issued/received) a final Written Statement of Decision and Written Findings of Fact and Conclusions of Law. The City Attorney has reviewed the Decision and has accepted it (as submitted/as revised).

Based on the evidence and Ordinance 494, the Board/Hearing Examiner has decided \_\_\_\_\_

\_\_\_\_\_

The decision is attached for your review.

If the decision was issued by a Hearing Examiner, you have the right to appeal the Hearing Examiner's decision to the Rent Appeals Board. Please review the enclosed Rules and Regulations Section 7.15. Form #10 (if appropriate) must state why you "believe there was either an error or abuse of discretion by the Hearing Examiner" (Rules and Regulations 7.15.A) Your appeal must be received by the Board within ten (10) calendar days of your receipt of this Notice of Decision.

After a final decision by the Board or a decision on appeal, you also have the right to appeal that decision to the Superior Court of Sonoma County (Rules and Regulations 7.14.D), according to California Code of Civil Procedure.

Dated: \_\_\_\_\_

\_\_\_\_\_ For the Rent Appeals Board

[Res. 93-03, 9/2/93]

FORM #9

**APPEAL OF HEARING EXAMINER'S DECISION  
TO RENT APPEALS BOARD\***

Petition No. \_\_\_\_\_  
\_\_\_\_\_ Mobilehome Park

\*DATE OF HEARING EXAMINER'S DECISION: \_\_\_\_\_

The decision of the Hearing Examiner shall be stayed pending appeal.

Location of the property for which original petition was filed: \_\_\_\_\_

\_\_\_\_\_

**REASON FOR APPEAL**

Please state why you are dissatisfied with the Hearing Examiner's decision and what action you wish the Rent Appeals Board to take (Rules and Regulations Section 7.15.A). (Attach additional material or documents if necessary.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

\*NOTE: An appeal must be filed within ten (10) calendar days of your receipt of the decision (Rules and Regulations Section 7.15.A).

[Res. 93-03. 9/2/93]

FORM #10

MOBILEHOME SPACES - RENT APPEALS BOARD  
CITY OF ROHNERT PARK  
6750 Commerce Boulevard  
Rohnert Park, CA 94928  
(707) 795-2411

**NOTICE OF RECEIPT OF APPEAL  
OF HEARING EXAMINER'S DECISION**

Petition No. \_\_\_\_\_  
\_\_\_\_\_ Mobilehome Park

TO: \_\_\_\_\_

The Rent Appeals Board has received an appeal(s) of the decision regarding Petition No. \_\_\_\_\_  
which was decided by Hearing Examiner \_\_\_\_\_ on \_\_\_\_\_ (date).  
Copies of the appeal(s) are attached.

The Rent Appeals Board will meet on \_\_\_\_\_ (date) to review the appeals. You  
may respond to the appeal on Response to Appeal (Form #12) provided.

Dated: \_\_\_\_\_

\_\_\_\_\_  
For the Rent Appeals Board

Enclosures  
(Appeal and Form #12)

[Res. 93-03, 9/2/93]

FORM #11

**RESPONSE TO APPEAL**

Petition No. \_\_\_\_\_  
\_\_\_\_\_ Mobilehome Park

The Appeal taken by \_\_\_\_\_ should not be granted for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach any submission in support of your position.)

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

**NOTE:** To be considered, this response must be filed with the Rent Appeals Board within fifteen (15) calendar days of \_\_\_\_\_ (date of Board's mailing Notice of Receipt of Appeal, Form #11).

[Res. 93-03. 9/2/93]

FORM #12

**NOTICE OF DECISION TO THE APPEAL  
OF THE HEARING EXAMINER'S DECISION  
BY THE RENT APPEALS BOARD**

Petition No. \_\_\_\_\_

\_\_\_\_\_ Mobilehome Park

DATE OF RENT APPEALS BOARD'S DECISION: \_\_\_\_\_

An appeal of a Hearing Examiner's decision has been heard. The final administrative decision by the Rent Appeals Board is as follows (Rules and Regulations 7.15.D):

\_\_\_\_\_ The Hearing Examiner's decision is affirmed. All maximum allowable rents remain as set forth in that decision, and the Board adopts the findings of fact and conclusions of law in the Hearing Examiner's decision (Rules and Regulations 7.15.D.1). You may appeal the Board's decision to the Superior Court of Sonoma County, according to California Code of Civil Procedure.

\_\_\_\_\_ The Hearing Examiner's decision is reversed. A new hearing has been scheduled for \_\_\_\_\_ at \_\_\_\_\_. The new hearing will be heard by \_\_\_\_\_ (the Board)/(the Hearing Examiner) (Rules and Regulations 7.15.D.3 and 7.15.D.4).

\_\_\_\_\_ The Hearing Examiner is instructed to correct the written decision as follows (Rules and Regulations 7.15.D.2).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A hearing has been scheduled for \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_ The Hearing Examiner's decision regarding findings of fact and conclusions of law are adopted by the Board except for the following modifications (Rules and Regulations 7.15.D.5 and 7.15.D.7):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

At the conclusion of the above process, you may appeal the Board's decision to the Superior Court of Sonoma County, according to California Code of Civil Procedure.

Dated: \_\_\_\_\_

\_\_\_\_\_ For the Rent Appeals Board

[Res. 93-03, 9/2/93]

FORM #13

MOBILEHOME SPACES - RENT APPEALS BOARD  
CITY OF ROHNERT PARK  
6750 Commerce Boulevard  
Rohnert Park, CA 94928  
(707) 795-2411

**NOTICE OF WITHDRAWAL  
OF HOMEOWNER'S/RESIDENT'S PETITION**

MOBILEHOME PARK: \_\_\_\_\_

SPACE ADDRESS: \_\_\_\_\_

CASE NUMBER: \_\_\_\_\_

HEARING DATE: \_\_\_\_\_

TIME OF HEARING: \_\_\_\_\_

TO WHOM IT MAY CONCERN:

I hereby withdraw my petition filed with the Rent Appeals Board. The landlord and I have come to an agreement. I have been fully informed of my rights under the Rohnert Park Mobilehome Ordinance as they apply to my case.

HOMEOWNER/RESIDENT:

LANDLORD:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Note: Please complete all information as thoroughly as possible.

**[PAGE LEFT BLANK]**

Petition No. \_\_\_\_\_

**VOLUNTARY AGREEMENT**

We, the undersigned, having participated in a hearing pursuant to Ordinance 494 of the Rohnert Park Municipal Code on \_\_\_\_\_ and being satisfied that the provisions of the resolutions of our dispute are fair and reasonable, and having been fully informed of our rights under said Ordinance as they apply to this case, hereby agree to abide by and fulfill the following:

---



---



---



---



---



---



---



---

The parties hereto further agree that this signed Voluntary Agreement embodies the complete terms and conditions of their agreement. No verbal agreements, representations or conversations by any persons shall affect or modify any of the terms or obligations contained in any documents comprising this agreement.

Signatures and Date of Signatures

Landlord:	Homeowners/Residents:	Date Signed:
_____	_____	_____
_____	_____	_____
_____	_____	_____

Witnesses:	_____	_____
	_____	_____

Board Members/ Hearing Examiner:	_____	_____
	_____	_____

Please use the back of this agreement if necessary for additional signatures. It is important that "Date Signed" be included with signatures.

The attached Voluntary Agreement has been reviewed by:

on \_\_\_\_\_ . It complies with the provisions of the Rohnert Park Mobilehome Ordinance, which is Ordinance 494 of the Rohnert Park Municipal Code, and is hereby adopted as a final decision of the (Rent Appeals Board / Hearing Examiner):

Signed by:

Rent Appeals Board  
Members

Hearing Examiner

Date of  
Signature

---

---

---

---

---

---

---

---

---

**DESIGNATION OF REPRESENTATIVE  
PROXY**

Petition No. \_\_\_\_\_

\_\_\_\_\_ Mobilehome Park

RENT INCREASE EFFECTIVE DATE: \_\_\_\_\_

I authorize \_\_\_\_\_ (print) to represent me at the hearing, to provide evidence and testimony, to negotiate and sign on my behalf a voluntary agreement, and to bind me to any stipulation, decision, or other action taken at the hearing.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

MEMORANDUM

TO: All Parties Involved in a Hearing

DATE:

FR: The Hearing Examiner

RE: Tape Duplication

If you are involved in a Rent Appeals Board hearing and wish to secure a duplicate cassette tape (at your hearing, a recording of the proceeding is made), several steps and procedures must be followed.

- 1) The original tape(s) will not be available until the decision of the Hearing Examiner has been rendered.
- 2) There will be a service fee of \$7.00 (seven dollars) per tape that is duplicated. Payment must be made when duplication request is made.
- 3) It will take seven (7) to ten (10) days after the Hearing Examiner has rendered a decision and turned in the tape to secure the duplicate tape(s).
- 4) Under no circumstances will the tape(s) be mailed.
- 5) Nor will the Rent Appeals Board allow the original tape(s) to be taken by the individual at hearing for duplication.
- 6) The following information must be completed and given to or mailed to the Hearing Coordinator along with your service fee.
- 7) The office hours are: \_\_\_\_\_

(Please PRINT the following information)

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Property Address of the Case: \_\_\_\_\_

Day and Date of Your Hearing: \_\_\_\_\_

Name of Your Assigned Hearing Examiner: \_\_\_\_\_

Case Number(s): \_\_\_\_\_

I hereby request that a duplicate tape be prepared by the Rent Appeals Board.

\_\_\_\_\_  
Signature Date: \_\_\_\_\_

Your Mailing Address: \_\_\_\_\_

FORM #17

MOBILEHOME SPACES - RENT APPEALS BOARD  
CITY OF ROHNERT PARK  
6750 Commerce Boulevard  
Rohnert Park, CA 94928  
(707) 795-2411

**DECLARATION OF INDIGENCE**

My name is: \_\_\_\_\_  
(please print)

I am a homeowner/resident in \_\_\_\_\_  
(Name of mobilehome park)

and reside at: \_\_\_\_\_  
(Address within mobilehome park)

I am filing a homeowner's/resident's petition under the Rohnert Park Mobilehome Ordinance.

I declare under penalty of perjury that I am an indigent person who does not have and cannot obtain the money to pay the filing fee of \$15.00 (fifteen dollars) without using money needed for the necessities of life. I therefore request a waiver of this fee.

\_\_\_\_\_  
(Signature)

Signed on \_\_\_\_\_ in Rohnert Park, California.  
(Date)

**NOTE: LOW-COST LEGAL ASSISTANCE MAY BE OBTAINED BY CONTACTING:**

Legal Services Foundation  
1212 Fourth Street  
Santa Rosa, CA 95401  
(707) 546-5297

**[PAGE LEFT BLANK]**

**NOTICE OF INTENT  
TO INSTALL CAPITAL IMPROVEMENTS  
under regulations of Chapter 9.70 - Mobilehome Ordinance**

For: \_\_\_\_\_ Mobilehome Park

Dear Mobile Homeowner/Resident:

Notice is hereby given to the homeowners of the above mobilehome park that \_\_\_\_\_ (park management/owner) intends to install the following capital improvements to the park (R&R5.02.A.8). Such notice is to promote understanding of such installation and allow residents to plan for financial needs in the future.

The capital improvements proposed to be installed, the estimated cost(s) of installation, the reason for such installation, and the estimated pass-through to the homeowner are as follows:

<u>Item</u>	<u>Estimated Cost(s)</u>	<u>Reason for Installation</u>	<u>Estimated Pass-Through</u>

[may use additional pages or spreadsheet]

The undersigned will seek to have the cost of the above items passed through to homeowners with coaches on rent control spaces. A petition for such pass-through must be filed with the Rent Appeals Board, a noticed public hearing held, and a decision rendered under the definition of capital improvement (R&R5.02). If an award is made, the costs would be amortized over the useful life of each item with a fair rate of return, resulting in a separate line item on your monthly statement. Such line item will be effective for the useful life determined by the Hearing Examiner and shall be removed from the rental statement upon expiration.

Date: \_\_\_\_\_

\_\_\_\_\_  
Park representative

cc: Rent Appeals Board

[Res. 98-04, 11/5/98, new]

FORM #19

[PAGE LEFT BLANK]