

CALIFORNIA LEGISLATURE
SENATE SELECT COMMITTEE
ON
MOBILEHOMES

Transcript of Hearing on
**MOBILEHOME RESIDENCY LAW
ENFORCEMENT PROBLEMS**

STATE CAPITOL
SACRAMENTO, CALIFORNIA

MARCH 3, 1987

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MEMBERS: SENATOR RALPH C. DILLS
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SENATOR DAN McCORQUODALE
SENATOR HENRY MELLO
SENATOR ROBERT PRESLEY

TRANSCRIPT OF HEARING

ON

MOBILEHOME RESIDENCY LAW ENFORCEMENT PROBLEMS

March 3, 1987

STATE CAPITOL

Sacramento, California

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WILLIAM A. CRAVEN
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BACKGROUND PAPER

MOBILEHOME RESIDENCY LAW ENFORCEMENT PROBLEMS

March 3, 1987 Hearing

History

In 1978, a variety of statutes relating to mobilehome park tenancies previously scattered throughout the Civil Code were brought together by S.B. 2119 (Mills) under Chapter 2.5, and titled the "Mobilehome Residency Law." Since that time there have also been a number of additions and amendments to the Residency Law.

Purpose

The purpose of this hearing is to field complaints concerning the extent of violations of the Mobilehome Residency Law and obtain input concerning alternative means of dealing with these violations.

Outline

The Mobilehome Residency Law is broken down into nine areas or articles, which can be summarized as follows:

Article 1 defines key words or terms used in the code.

Article 2 requires and spells out what must be contained in a written rental agreement.

Article 3 relates to park rules and regulations.

Article 4 deals with fees and charges and provides that a written notice of at least 60 days must be given to residents for a rent increase.

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Article 5 addresses the use of park clubhouses for homeowner meetings.

Article 6 enumerates the basis for eviction and provides that termination of tenancy can only occur upon a 60-day notice.

Article 7 addresses issues involved in the resale of a mobilehome in the park.

Article 8 deals with legal damages and attorneys' fees in court cases arising from the Mobilehome Residency Law.

Article 9 affects own-your-own mobilehome parks, the so-called subdivisions, cooperatives and condominiums for mobilehomes.

Present Enforcement

The Mobilehome Residency Law establishes the rights and obligations of both the park owner and the resident mobilehome owner living in the park and in this regard is a more comprehensive set of governing provisions than exist for other forms of rental residential housing in California. However, as part of the Civil Code, the law is basically self-enforcing, that is, it is up to the parties in question to enforce the Mobilehome Residency Law against one another, if they cannot otherwise resolve a dispute, in court. For example, if a mobilehome resident does not pay his/her rent, in order to start eviction, the park owner must provide notice and go through an unlawful detainer procedure in court before the resident can be ousted. By the same token, park residents, for example, who cannot use the clubhouse for homeowner meetings as permitted by the Mobilehome Residency Law, because of the refusal of the park owner/manager, must take the owner to court if the problem cannot otherwise be worked out.

Resolving disputes involving violations of the Civil Code in court is often not a desirable solution. The cost of hiring an attorney and the time involved in getting the court to hear the case and make a ruling may make taking the case to court prohibitive or the outcome irrelevant by the time a decision is finally made. Many mobilehome park residents particularly object to having to hire the services of an attorney, even if several residents can go together and split the cost. Park owners/managers are likewise often reluctant to confront the legal system, and although they may be in a better position to hire the services of an attorney, time delays can be equally frustrating.

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Alternatives

Alternatives to enforcing the Mobilehome Residency Law include:

1. State or local enforcement: Having the State Department of Housing and/or local housing commissions provide a first-step enforcement procedure through the use of a complaint center and investigators with appeals being made to an administrative hearing officer.

2. Binding Arbitration: Establishing an arbitration process with local or state hearing officers to arbitrate disputes between mobilehome park owners and residents involving alleged violations of the Mobilehome Residency Law.

3. Legal Services: Establishment of a private legal defense pool or expansion of public legal services to provide assistance to mobilehome owners in Mobilehome Residency Law disputes, making access to legal counsel easier for lower-income mobilehome park residents.

4. District Attorneys: Encouraging or mandating the consumer or civil divisions of local district attorney offices to take on Mobilehome Residency Law cases.

These are just some of the alternatives which have been suggested to the Committee.

Comments

In considering enforcement problems with the Mobilehome Residency Law, the committee should also note that alternative methods of enforcement--other than through private legal action--are not without their problems as well.

In most cases funding would be required for public legal services, arbitration or enforcement by state or local officials. Who, then, would pay for this stepped-up level of enforcement--the general taxpayers, local governments, park owners, or mobilehome owners? Appropriating additional funding is not an easy prospect in an era of Gann limits and austere state budgeting, nor will any of the affected interest groups in question want to pay for new or alternative enforcement programs.

Additionally, there is the question of whether the ultimate recourse may still lie with the courts for any party dissatisfied with the results of an administrative hearing. Would the cost of

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attempting to set up administrative or other means of dealing with enforcement problems only result in more court appeals and further delays in an already over-burdened legal system?

Lastly, under a system of binding arbitration, would park owners or residents really be willing to be bound to the decision of an arbitrator by being unable to appeal any adverse decision to the courts?

These are some of the questions which arise concerning enforcement in this very difficult area. Perhaps those making presentations to the Committee will address these and other questions as well as their concerns about the present status of the Residency Law.

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SECTION IV

T R A N S C R I P T

OF

T E S T I M O N Y

SENATE SELECT COMMITTEE ON MOBILEHOMES

HEARING ON MOBILEHOME RESIDENCY LAW ENFORCEMENT PROBLEMS

March 3, 1987

SENATOR WILLIAM A. CRAVEN:

Good morning.

Since we have a full agenda this morning, I will keep the introductory remarks brief.

The issue this morning concerns the Mobilehome Residency Law. The Residency Law is the result of the recodification in 1978 of a number of existing provisions of law dealing with the landlord-tenant relationship in mobilehome parks that were put into one chapter of the Civil Code. Since that time, of course, there have been a number of additions and amendments to the Residency Law, but the Residency Law is unique in that it provides a somewhat comprehensive statutory framework for establishing the rights and obligations of park owners and park resident mobile-home owners who live in the park.

I won't go through an outline of the Mobilehome Residency Law. Suffice it to say that the background paper and copies of the Mobilehome Residency Law, if you are not already familiar with it, are available up front.

The reason for this hearing is to delve into the question of enforcing the Residency Law. The Mobilehome Residency Law provisions, being Civil, not Criminal in nature, are basically self-enforcing. That is, when you have a violation or dispute that cannot be resolved between the park owner and the resident, their ultimate recourse is through the legal system. Some, however, feel, because of the costs of hiring an attorney and the delays in already clogged court calendars, that court solutions are a very inadequate method of enforcing the law.

This Committee, as well as a number of legislator's offices from whom we have heard, have had many complaints concerning enforcement of the Mobilehome Residency Law. I understand the Golden State Mobilehome Owners League has made enforcement of existing provisions of law one of its priorities in terms of problems that need to be addressed.

There are two things we want to determine here. There are some 5800 mobilehome parks in California, including RV parks. Although I know there are difficulties which many residents are having, certainly not all of these parks are violating the multiple provisions of the Residency Law. What we need to do, then, is assess the extent and seriousness of these problems. Your testimony in this regard will be helpful.

Secondly, we need to take input on alternatives--alternatives to the present system of enforcing the Mobilehome Residency Law through the courts. Bear in mind that any alternative enforcement mechanism requiring stepped-up local or state government involvement will mean the need for some kind of funding, whether through public tax dollars, fees on park owners, fees on park residents, or all three. Any enforcement mechanism has to take into consideration the question of cost. Nothing is free, and the question of cost is something on which we deliberate every day in the Legislature, on almost every one of the 4,000-plus bills we consider.

With these guidelines and these caveats in mind, let us then proceed with the agenda. We would hope that each witness would confine his or her testimony in the interests of time and try not to repeat that which the Committee has already heard from previous witnesses. If time allows, we will be happy to take additional testimony at the end of the hearing, but bear in mind that we must leave the room at 12:00 noon, sharp.

When you approach the microphone, speak clearly, stating your name and city and what organization, if any, you represent. This hearing is being recorded for later transcription, so I would admonish the audience to take private conversations outside so as to reduce the background chatter.

Thank you very much, and let us proceed.

SENATOR CRAVEN: The first witness which we have today is Blanch Wynn, resident of Larchmont Mobilehome Park in Sacramento. Ms. Wynn. Good morning. Just fine, thank you.

BLANCH WYNN: Senator Craven, Chairman of the Select Committee and Aides and Associates of the Select Committee members on Mobilehomes. I'm a mobilehome owner. My name is Blanch Wynn, and I am resident with 152 other homeowners in a mobilehome park in Sacramento County.

On December 11, last, an undated and unsigned notice was taped to my mailbox by a member of the park management, which stated there would be, after January 1, no longer a curbside pickup at each mobilehome and that garbage service would be dumpster-type services. What we had to go through with to get those dumpster-type services removed and the notice rescinded is best summed up in my summation, which I am going to do first.

We know that the California Legislators have, for more than a quarter of a century, worked very hard to put in place a body of law to show their concern for and their understanding of the almost half-a-million mobilehome owners in this state. The problem to address now is after the Legislature has done its work and passed a law, we have to hire an attorney to get the law enforced. The problem is, we have to buy enforcement.

The cement pads that accommodate the dumpsters were poured the same day we got the notice. The residents protested this changeover and the manner in which it was being effected as a

violation of our rental agreement--a contract--and Section 798.24 of the Civil Code, which you have in hand.

On Saturday, just two days later, the residents in our park turned to Del Brey, the Vice-President of GSMOL for the northern area of the state, for advice and guidelines. Mr. Brey understood the problems and volunteered to phone the owner at his place of business on the following Monday morning. The park owner was not in and did not return Mr. Brey's call.

We went through a lot of gymnastics to maintain a double communication with the owners and with the management. We had a double failure there. The park owners continued to make themselves unavailable to the residents or their representatives, and talking with management proved unproductive. A key member of management left town on the 18th and wasn't back until January 6, and by that time, we had made a decision that we would look for the best attorney we could find and go and hire him.

So we had selected Mr. Leonard Blok, attorney-at-law in the offices of Priest, Gaffaney and Teal. Mr. Blok wrote a letter dated the 31st, the day after our appointment with him, mailed it to the owners, and made the demand in writing that they reinstate the individualized curb service and remove the dumpsters. Twice the owner's attorney stated to our Mr. Blok that he had advised his clients to remove the illegally installed dumpsters.

We ran a survey in the park using Mr. Blok's letter and 84.375% of residents signed in opposition to those dumpsters, and

twenty persons expressed themselves as indifferent and uncertain or unwilling to sign.

At our last meeting with management after his return, we simply said we aren't getting anywhere; this is unproductive; we are now going to Mr. Blok's office where we have a three o'clock appointment to seek injunctive relief. That was January 23rd after many, many, many attempts to communicate.

When we got home from Mr. Blok's office, the general manager of our park telephoned to say there's good news. He said he had taken a survey of 40 people in the park, and it was overwhelmingly against dumpsters, so the dumpsters would come out. He added he would continue his survey to keep the owners happy.

Let's make this as brief as possible. We waited for them to do their survey. Again, we extended to them the courtesy of letting them take the lead. And on Tuesday we went to say, when they were open again, we went to say we would like to know the results of your survey. He said that better than 51% wanted to get rid of the dumpsters. We said well, what about...when are they coming out? He said as soon as possible. And we said what about the posts? He said they have to come out. What about the pads? He said they are unsightly; they have to come out. He stated that he would keep one site, that he would put a bench on it. It's up at the edge of the tot yard, that he would put a canopy over those four poles so that the mothers could sit there in the shade and enjoy watching their children play.

Ladies and gentlemen, there is no mother's bench. All the pads are in place, all the posts are in place. The stage is set for management to come in now and under code, give us the six-months notice and go right back to square one.

We do not want the dumpster service. We have expressed this to the manager and to the owner. The original layout of the park does not provide for dumpsters. The dumpster sites are closer than ten feet to the nearest structure in some cases. All of them are flush curbside. They are visible from outside the park and strangers come in and dump day and night. Dumpsters' lids are not insect-tight; they're not rodent-tight. The dumpsters overflowed the day, two days before they were due to be emptied, and they smelled bad. The containers always smell bad; they stank. They stank when they had garbage in them, and they stank when they were empty because nobody scrubbed the putrescent wet garbage off the walls inside. The dumpsters have spigots in their bottoms, and liquid putrescence dripped out of their vents and dribbled across the pads and down the curbs and it was offensive to our sensibilities. The children walked through this. Children sent to the dumpsters with garbage buckets from the kitchens to empty would slip and sometimes fall into the dumpsters, trying to balance their load and the lid and themselves.

Well, management said we want to make a little cost savings. But their basic datum was flawed. They used a figure from Sacramento refuse collection people which was just twice what the cost was for them because those people bill every two months.

Finally, on January 26, Mr. Del Brey reached the owner by phone and spoke the magic words. I'm going to ask them today what they were. The owner agreed to take out the dumpsters as soon as possible. That was in the morning around nine o'clock. Mr. Blok, our attorney, called in the afternoon to say he had informed the owner's attorney that the residents--and we were working on it, we were building a legal fund--were about to lay a chunk of cash on him so we could go after the owners. The next day the owner wrote a letter to all the residents stating, "We will have the dumpsters removed and the old service resumed."

We do not feel the matter is closed. We will proceed to protest this with owners. We demand the dignity of their respect for our sensibilities. We also have some other matters we're going to take up with them, and one of them is we're going to sue for terms of contract.

Thank you very much.

SENATOR CRAVEN: Thank you, Ms. Wynn. We appreciate it.

I would ask please, if you will, try to be brief and take as little time as possible. I want you to articulate what you have to say, obviously, but some of the specifics, I think we could probably gloss over just to get to the crux of the situation and hammer that home.

Next is Mr. Harry Foulks, Regional Director, Region 14,
GMSOL. Mr. Foulks.

HARRY FOULKS: Thank you, Senator Craven...

SENATOR CRAVEN: You're welcome, sir. Good morning.

HARRY FOULKES: ...and members, I'm going to follow your admonitions, Senator. I'm going to be very brief.

SENATOR CRAVEN: Very well, thank you.

HARRY FOULKES: At the last hearing that I remember that this committee had, I submitted a letter which was included in the proceedings, and it outlined what I believe to be a violation, and at that time, to get to the actual point here, the recommendation--one of the recommendations in my letter--was that there be some sort of administrative staff to, before a hearing officer, hear complaints and prosecute those complaints. That calls for an entire administrative agency and so forth which is probably very expensive.

So what I would like to do is to have the specific letter that is in the prior proceedings referred to in this letter, and then to say that with respect to the problem which we had in the park that I was talking about, I am still trying to find an attorney who might take that case on some reasonable basis, and apparently, there is--by the way, I, before coming to California, practiced law for about 35 years in Nebraska, Omaha, Nebraska. And there just is not enough of a liquidated damages provision in the present law to tempt most private attorneys to take the matter on a basis where some people, who can't afford, say a twenty dollar rent increase, but think that the law has been violated, those people certainly can't afford \$75 to \$125 an hour for an attorney.

So something has to be done so that a publicly financed enforcement effort can be made and if such attorneys as district attorneys were to do that, if the actual costs involved, first, they would screen any complaints. And complaints that did not have merit, you would not see showing up in the courts. And those that did show up in the courts, if they were successful and if they had merit, which many of them do that are not now being prosecuted, I think the costs to be assessed against the violator in favor of that particular, in this case District Attorneys-- County District Attorneys, would be able to cover the cost without too much of an additional cost to be borne by taxpayers. Sure, there are a lot of administrative costs that are probably never going to be recovered other than through tax dollars and so forth.

I promised to keep my remarks brief, and those are my brief remarks, sir.

SENATOR CRAVEN: Very well, thank you, Mr. Foulks.

Next is John Bertaut, resident of Meadowbrook Mobilehome Park in Sacramento. Correct me, sir, if I have mispronounced your name. (inaudible) Certainly, thank you, sir. (Inaudible) Okay, fine. We won't be mad if you only run three fifty.

JOHN BERTAUT: Senator Craven and other members here today, I'm John Bertaut. The Home Owner's Protectorate Entity (acronym HOPE) is a volunteer group of mobilehome owners, independent from any other organization, which has, for the past several months,

documented various violations of the Mobilehome Residency Law. The following are taken from those files, and I have indicated the sections, beginning with 798.18(b).

Item: Leases were offered by management, rejected by homeowners, and a rent increase was immediately instituted, which amounted to more than the rent paid the month previous, and, of course, more than the rent paid by those homeowners who signed the leases.

Section 798.24, Item: Sprinklers are turned on at the children's play area about the same time they arrive home from school in the afternoons.

Item: Billiard room door in clubhouse is locked when clubhouse is open.

Item: Swimming pool restroom not open during hours the swimming pool is open.

Section 798.26(a), Item: Resident Manager and security guard enter homeowner's residence without permission and against resident's wishes, allegedly in pursuit of someone they think has taken refuge inside.

Item: Resident manager roams throughout the mobilehome park at night, entering residents' yards and trying doors, without permission from homeowner and with no emergency apparent.

Item: Frequent guard patrols through parks, flashing spotlights on the sides of homes throughout the night.

Item: When a resident asked when the eight hours of work would be completed on the retaining wall in her yard, she was told by management, "Sometime between the hours of 8 a.m. and 5 p.m. over the period of the next several weeks."

Section 798.28 Item: In response to homeowners' requests for name of land owner, they receive a corporate or partnership name, sometimes with an address, sometimes without. The P. O. Box number received is sometimes one that is shared by as many as 16 different businesses or individuals.

Section 798.34(b) Item: A single parent residing with a 6-year-old child is not allowed to share his or her home with another single parent and child because they already live with another person, their child, unless they pay a \$3-a-day fee for the other parent. You see, "this is due to the simple fact that the park is designed for a finite number of persons and the facilities of the park are likewise limited." This is quoted from the attorney's letter for the land owner.

This is, in fact, if it is in fact true, then, perhaps parks should be required to post that finite number near the office window for all to see.

Item: An elderly resident in failing health who lives alone shares his home with the 25-year-old grandson of a resident friend. Park management requires a \$3-a-day fee for this unauthorized guest and tells the homeowner he cannot let his guest remain because he caused undocumented problems in the park when he lived there with his grandmother a few years ago.

Section 798.74(a) Item: Prospective residents are required to bring in appraisals of their jewelry and furs, when it is clearly shown by verifiable documents that the individual has the ability to pay the required space rent based on the ratio of earnings to expenses and credit ratings.

Item: The selling homeowner is often never notified in writing of the reason for rejection. Often resident managers conduct intensive, two-hour interrogation-like interviews with prospective resident purchasers. They counsel single parents how to rear their children and moralize to them on required conduct of children in today's society. As a result, prospective purchasers are discouraged by such rigid and vigorous and intrusive behavior and walk away from the purchase because of it.

I have some concluding remarks. Mobilehome owners generally accept a lowered standard of living from a need based on financial circumstances. We live in flimsily-built structures, crowded next to our neighbors, near a busy thoroughfare and/or railroad track, and we accept these conditions based on a belief that the trade-offs will compensate us. The trade-offs we expected were in the form of a stabilized space rent and the security of living within the friendly confines of a park with others like ourselves. These trade-offs are seldom realized.

First, we find that space rents increase at a rate much greater than the rate of inflation as gauged by the Consumer Price Index. Space rent relates to only about 15% of a family's

annual budget, according to government figures, yet space rents increase at about twice the inflation rate. This wipes out completely any cost-of-living increases received by those of us on fixed incomes.

Secondly, the vast array of rules and regulations governing us, and used selectively as needed at the whim of the resident managers, cause us to feel as if we are living in a tightly run military camp, governed not by a benevolent dictator, but by a stern drill sergeant who insists he is our mother, father, uncle, sister and big brother. And to whom can we turn?

Here in Sacramento County we have thus far been unsuccessful in finding any substantial support or assistance from governmental agencies toward the enforcement of Mobilehome Residency Laws. We are generally told by government and by GSMOL and attorneys that the only way we can resolve these issues is by litigation. Unfortunately, those of us who suffer most from these abuses are the ones least able to carry the financial burden of litigation. Something must be done. We are hopeful that this, the Senate Select Committee on Mobilehome Residency Law will take action necessary to see that some teeth are put into this law.

Thank you.

SENATOR CRAVEN: Thank you very much, Mr. Bertaut. If you think you live close to your neighbors, you should live like I lived when I was a youngster in what today is now referred to very benignly as a townhouse, but where I came from it was called

a row house. And, I'll tell you, the only advantage was that the houses were built of brick walls, so you couldn't hear one to another. But, boy, when you talk about close, that's close.

Next is John Buril, Equity Stabilization Taskforce, Sacramento. John.

JOHN BURIL: Good morning, Senator.

SENATOR CRAVEN: Good morning, how are you? I hope that you are not going to deliver all of this, John.

JOHN BURIL: No, no, no. Those are different copies.

SENATOR CRAVEN: Oh, very well. Thank you very much.

JOHN BURIL: I will talk as close as I can to the five minutes.

SENATOR CRAVEN: Fine.

JOHN BURIL: Nancy Quigley, who was going to appear on the program, has relinquished time. If I run over, it will not extend the total time of the program.

SENATOR CRAVEN: There's no penalty, John.

JOHN BURIL: Thank you.

It is the economics of the California mobilehome housing system that underline the growing problems, the deterioration in our living condition, which includes the harassments and inequities just mentioned by John Bertaut. Too often they have come to characterize the life in many of California's mobilehome communities. The problems I am going to dimension for you have to do exactly and precisely with the imbalance in the power

relationships in the mobilehome parks of this state. The problems arise out of the captive status of the mobilehome residents and the lack of competition between the mobilehome parks. This senior citizen group that lives in these parks has become a target in many cases of coercion and harassment, and they're denied effective, peaceful possession of their own home. In too many parks, they're subjected to intimidation and threats of evictions by autocratic park managements who are not controlled or restrained at all by the present Mobilehome Residency Law. The specifics of these complaints include the following:

In many parks our senior citizens are threatened with eviction if they dare to question a rule or an interpretation of a rule. Conform or move is the ultimatum given them.

Park managements have no compulsion, too, in imposing illegal pre-sale fix-up requirements on the mobilehome resident when he's trying to dispose of his mobilehome. This includes orders to fix up even the inside of the mobilehome. They want these residents, at their expense, to fix driveways, trim trees, remove bushes, remove fences and all manners of improvements so-called, all of which legally are the responsibility of the mobilehome park owner.

And then, there are rent discriminations, touched upon by Mr. Bertaut. There are many parks in this county where you pay one rent if you sign the atrocious lease they present to you and a different rent if you do not. The managements fail in many cases

to provide the services and facilities agreed upon. The terms of the lease agreement are thus altered after signing without agreement or conference. They enact park rules that deny access or limit access to common facilities.

There's a blatant failure in many parks to adequately maintain the common facilities and areas. They simply close the swimming pool, the maintenance of which becomes burdensome as far as the owner is concerned. Playgrounds are eliminated and turned into parking lots without the consent or agreement of the people paying for these amenities.

These elderly people, almost all of them over 65 years of age, are subjected to endless harassments and verbal harangues to get them to sign these leases that they don't want to sign and shouldn't sign. Together, these offenses against the dignity of these senior citizens is, again, a denial of peaceful possession.

Let me cite you an example of an unreasonable rule. In one of our local mobilehome parks, they have a rule that you can't sit on your own front porch and drink a bottle of beer. This is your home, and remember I'm talking about adults--homeowners on property for which they are paying rent. We have regressed, in my opinion, to a form of feudalism in our California mobilehome communities with landowners and their park managements ruling on every aspect of our senior citizens' lives. And they are charging these hapless seniors for more than just rent and utilities. Because the economics of the situation permit, they are now

passing through as rent increases the cost of insurance. They expect us to pay the cost of their borrowing capital. Some of these parks are charging illegal additional rent if a resident has family members staying with them or a live-in life partner.

There are threats to terminate tenancy for these senior citizens who do not agree with these rules. Despite the fact that there's a failure of park management to demonstrate a meaningful rule violation, there are threats of eviction. In consequence, we have an autocratic, unrestrained rule by intimidation as a way of life in too many parks. And this is a certifiable return to feudalism.

In some of these parks, owners and managers have even called--this is when you're coming into a mobilehome park, they ask you where you financed the home. Later, they'll take and call that mortgage lender and ask him to assist in the enforcement of their rules or their interpretation of them. One local park has the temerity to call school officials and inquire about your children--their behavior in school--as a condition of entry into the park.

Many parks dangerously fail to adequately provide even for the maintenance of the electrical and gas distribution systems although these park owners receive specific items of income for the expressed purpose of keeping them up. The income is derived by a discount from the utility involved.

Here's an example of some of the unreasonableness. Here's a man 65 years of age who married a younger woman, 50-some years of age, and she was below the age limits on that senior park, and they denied her access. The result, here's a man who couldn't have his wife live with him. It's the park rules, he was smugly told.

Let me summarize it quickly. The mobilehome way of life in many California parks has come to be characterized by threats of reprisal, by fears of eviction, by intimidations of many kinds. Our senior citizens are being inflicted with a level of emotional distress and a deterioration in their personal health as a result.

We need enforcement by the state. There is no agency of the government at present, including the district attorney's offices that are doing anything. Here's what happens. You call the district attorney, and he will tell you in Sacramento County they want a complaint and an investigation by another government agency. They won't accept your word. They won't accept the group that you represent. They want a public agency to make a formal complaint, then they'll act. Consequently, with a failure to vigorously enforce the Mobilehome Residency Law, there is no law in those mobilehome parks, except what the owner decides it's going to be.

The simple fact is, and this underlies the problem as I see it, this mobilehome way of life really represents a joint

venture. The biggest contributor of capital to a going mobile-home park are the residents and the purchase of their homes. Their combined purchases is a big investment. The second supplier of capital is the mortgage lender, and third and last is the park owner, who sets the quality of life for everybody. We assume the risks, we pay the profits, we pay the bills, we pay the taxes, and we have nothing to say about life in the mobile-home park. The park owners, solely, determine the quality of life for us, and they will continue to do so as long as society is indifferent to the plight of these captive people.

The absence of competition I previously mentioned makes a mockery of any reliance placed on a competitive economic system to self adjust or self correct these abuses. Society needs to redefine the power relationship in the housing system which has come to be the housing system of choice for senior citizens. I believe that society has both a right and an obligation to specify how this housing system is going to function for seniors. Society must deal with it; society in the persons of the Select Committee, in my opinion, should now enter meaningfully into an active investigation of the true situation in these mobilehome parks.

The Mobilehome Residency Law needs a major rewrite with comprehensive and consequential change.

Thank you, ladies and gentlemen.

SENATOR CRAVEN: Thank you very much, John. Appreciate the fact that you highlighted your presentation, which was very well drawn, and we're most appreciative.

Next is Mr. Craig Biddle, Legislative Advocate for the Western Mobilehome Association. Good morning, Mr. Biddle. Mr. Biddle has arrived with his side boys, there.

CRAIG BIDDLE: Good morning, Senator Craven and members of the committee. Craig Biddle, representing the Western Mobilehome Association. We appreciate this opportunity to discuss this matter with you. Particularly, I think this is a very important subject for you to be considering at this time.

Our association, as you know, owns and operates and manages most of the mobilehome parks throughout the state. We feel the frustration as some of the witnesses have also testified. And I have with me today two people from our association, Bill Schweinfurth, who is the first vice-president of our association, and Dick Bessire, who is a former board member of our association. Both have done, for many years, extensive work in this area and operate and manage many parks throughout the state. And I'd like them to give some examples of the types of problems and frustrations we feel and then discuss a little bit about some of the alternatives that your background paper suggested we should address at this time.

With those comments, let me turn it over first to Bill Schweinfurth.

SENATOR CRAVEN: Yes, sir, good morning.

BILL SCHWEINFURTH: Yes, Mr. Chairman. I'm the Director of Operations for Better Park Management. We operate 20 mobilehome parks, representing approximately 5,000 spaces, which are home to approximately 8,000 people. We've heard many comments here this morning that rules in mobilehome parks are too stringent, that the enforcement is too severe and so forth.

We have a pretty good relationship, I think, with the residents in our parks. It's not perfect, and it can be better, and one of the things we did late last year was we sent out a survey to all of our residents--5,000 people. And we asked them to grade us on how we were doing in running the park. How were the facilities maintained, were they clean, were the social activities appropriate and so forth. We also asked them to grade us on overall management and on rule enforcement.

And I was surprised, very surprised, by the results of the survey. We got about 1500 responses. The overall approval rating on the facilities and so forth and the social activities was about 80%, which I was very happy to hear. Management got an approval rating of about 70%. The thing that they downgraded us most on was our failure to enforce rules--failure to enforce existing rules.

The residents in our parks believe that when someone is parking on the streets illegally blocking the space that we have the right to immediately throw them out of the park. They believe

that if a woman lets her cat get loose and it goes next door and does its thing or dirties up a car or whatever that we have the right to immediately take some sort of action. They believe we have much more power than we really do.

Our management philosophy is we never want to evict anyone. We would love to enforce rules, but we don't take any great pleasure in serving notices or giving anyone a hard time. We're finding that our people want us to take a much more active role in enforcing the Mobilehome Residency Law against the very few residents that cause problems, and we're finding it very difficult to do so.

And let me give you a few examples. In the survey, without exception, the people, the things that people commented on in our parks as problems and about our failure to resolve them was speeding in the parks--that was number one. Illegal parking on the streets was number two. Pets, dogs and cats running loose was number three, and number four was the failure of some people to adequately maintain their landscaping on their spaces and trash and so forth.

And I must say that 90, 95, 96, 97% of our people are perfect. They obey all the rules; they pay their rent on time; they are happy and energetic people, and they really make the park what it is. I agree with the last speaker that they really do make the park business a good business, and they make the lifestyle a good lifestyle. But they are fed up with the one or two trouble makers that cause them problems.

With all the laws and all the regulations that we have today, I see our problem enforcing the rules as one of two chilling effects that really make it difficult for us. The first is that the remedies provided by the Mobilehome Residency Law are either too lenient or too strict. If someone speeds in the park, if someone lets a cat loose, our only alternative is to give them a 7-day notice once, twice, three times, and the people that really want to violate the rules, they don't care whether they get that notice. If we do all that, the only other remedy left to us is too severe. That's going to court for an eviction, and we don't want to evict people. That's not our goal in running our business.

The second problem is the laws have become so complex, and they pit us so much against our residents, that when we really do have a bad apple and we really do need to take some action, sometimes we're paralyzed because we're afraid that if we don't do everything perfectly, we're going to get nailed.

Let me give you an example that happens every day in our parks. People come in and they park illegally on the streets. Mrs. Jones calls the manager. She says there's someone parked blocking my driveway. I can't get out; I can't go to the store. Under the laws that have been set up, the only alternative we have, if we can find the person, which we never can, is to give them a 7-day notice you're violating a park rule. Well, that doesn't solve Mrs. Jones' problem. The car is still there. We

have to go through a complex statute regarding towing, which requires you to give all kinds of notices to the police. It requires you to go down to DMV and so forth and so on, and it's really impossible to get simple things like that taken care of.

Those are the frustrations we see in our park. The people want to have reasonable rules. They want to have them enforced, but we're having a difficult time doing that. I feel that in the last few months, in the last year that I've been involved with the Western Mobilehome Association, that there has been a breaking, melting of the ice, if you will, between the two groups--GSMOL on the one hand and WMA on the other hand.

Recently, the leader of GSMOL and the leader of our organization got together, for one of the first times that I'm aware of, sat down and began to see whether there were any common grounds--areas where we could work together--to solve mutual problems in these parks. Enforcement of rules is a mutual problem. The rules are there for the people; we want to enforce them for the people. We don't have anything to lose by enforcing them, and we want everyone in the parks to be happy.

And my suggestion is that rather than have more laws and more regulations today, rather than have more attorneys involved in this business, what we need to do is we need to get the two groups together to sit down seriously, for once, and study all of these issues. Study the issues raised by the first three or four speakers. Study these issues and see if we can't come up with

some private solutions that are really workable in these unique communities.

Thank you.

SENATOR CRAVEN: Thank you very much. Dick.

DICK BESSIRE: My name is Dick Bessire. I'm president of Leasco, formerly Leasco, now called Bessire and Casenhiser. We're out of Walnut, California.

I think over the years I've been involved in WMA and in this business I started in 1959 when they used to call them trailers. And, so I've been around it a few years, and I think what I've seen is a major change in how we do business and how the law forces us to do business.

I can remember back in the good old days when we had good neighbor policies, and everything was basically done on handshakes, and the tenants lived up to their responsibilities and the majority of owners lived up to their responsibilities. I think what has caused the problem and why we're here today is that there's a lack of responsibility on both sides. And I admit that, you know, there's good owners and bad owners, but there are also good residents and bad residents.

And how do we enforce, probably one of the only most controlled living environments left in this state? You think about it, we do have the most controlled living environment. We have residents that move into those parks specifically for that reason, because they know what their neighbor is going to do. You

can move into the most elite neighborhood in California and not know what your neighbor's going to do. At least mobilehome communities still do give some of the controlled living environment aspects.

I think, basically, in the enforcement and in reviewing the California Civil Code and how it inter-reacts between ourselves and the residents, we basically look at it as there's three basic problem areas. There's behavioral, there's the physical problems, and then there is also the basic law problems that we're faced with on a day-to-day basis.

I think if we had all the monies that we've expended and all the other owners have expended in the state and the residents have expended, we could have probably built a hundred new parks in this state and maybe we wouldn't be facing the problem today. The only people that are making out are the attorneys as we see it at this point in time. We have situations of the behavioral nature that under the Civil Code...

SENATOR CRAVEN: Your attorney is smiling.

DICK BESSIRE: I think what we have seen, is we get into the behavioral problems that are created by residents and, you know, how the other residents see and how they wanted us to respond, and maybe a couple of examples of what the things we go through. When we sit and say okay, Joe Blow is the neighbor next door. We had an example where this gentlemen was basically an alcoholic. Everybody knew that he came home drunk every night because he hit

every stanchion on the way in and we had to replace them every other day. But what he did was he smoked and he always went to sleep. And everybody, all of his neighbors, were afraid that this gentleman was going to burn his house down, which was going to burn everybody else's house down. We involved the fire department, physically went into his home with the fire department. We found in excess of a 1,000 cigarette burns in his carpet and stuff. You realize we couldn't do anything; we give him a 7-day notice, what are we going to give him a 7-day notice for? He can't smoke in his home, you know? Those kind of issues are things that are behavioral items that neighbors think we should be able to do something about, but we really can't under the way the law currently exists.

We have the situation with bad language. We have a lot more younger people moving into our mobilehome communities this day and age, and they don't have the respect for the elderly that we were brought up under, and the use of foul language and those types of things are extremely hard to control in the parks, especially in the facility areas--the recreational facilities--swimming pool and those types of issues. What do you do, serve them a 7-day notice to stop using foul language?

When you finally get before a judge, we probably evicted about approximately 20 people out of an excess of over 10,000 spaces that we managed throughout California for other violations. The problem is, when you get into these issues, shooting

off of guns, we have people stored dynamite in their storage sheds. Think about it, okay, what do you serve them, a 7-day notice? Would you want your neighbor shooting off a gun? Wouldn't you want some kind of immediate means of going after those residents?

I can understand some of the concerns of the people who sit behind us, and I'm sure there'll be a lot more stories that you hear today about specifics. We have problems. Drugs have become a major problem in mobilehome parks, especially parks where you do allow the minor children in. They're very susceptible to that kind of a problem because they're usually out in Timbuctoo, and somebody has an in with the kids. The drug issues, and we know they take place. We work with the government, governmental bodies. The residents think we should be able to take immediate steps. We can't. They just don't understand some of the things that we have to do.

You get into the physical concerns of the park and what kind of notices we have to serve the people for their protection. It became a point in the hand of a judge not very long ago that I went before when we talk about awning supports, you know, is it a dent or is it structurally damaged? I mean, we shouldn't throw somebody out on the street for something that is dented, but if it's a structurally damaged awning support, as an example, have you ever seen an awning peel off and go through the neighbor's coach? I got an eviction on that because I was able to take a

picture and show somebody else that we had under similar notice where it happened to blow off and go through a neighbor's coach two days before I went to court on the other one, and the judge just politely said, is your awning support similar to the one that this picture was? The lady said, yes. The judge gaveled and said, "You're evicted from the park."

Okay, our problem is trying to enforce things under the law the way it is--I think Mr. Schweinfurth put it very nicely--is that we need some interim-type of enforcements. Then we get into our basic, the law itself, the interpretation of California Civil Code as it currently exists. I think one of the biggest problems that I could ever tell you about with the problems with the residents and ourselves is the interpretation of the law. The reason that we have some of the problems is, as you're well aware, the law has changed quite drastically over the past few years. Can you remember when it was, the first Civil Code was one-quarter of a page. We now have four pages that, you know, my eye sight's pretty well, I'm surprised some of our residents can even read the Civil Code as it's printed today because it is four pages of minute print that, you know, you have to really sit there, and you have to be an attorney to really understand.

But what takes place, you and I know the law changes every year. I think what the residents forget in some cases is, as the law changes, there's things that grandfather from the year before, and, you know, from that point forward, yes, there's a

new law that, say, effects the way you prepare leases or how you offer leases. The law has changed back and forth over the last five years regarding who offers a one-year lease and who can request it. I think those kind of things that created many problems for us within the industry is because we don't understand and maybe it's not communicated properly, the changes in the law, how it affects you this year versus the next year. We get into situations that should be fundamentally, I think, cut and dry, such as the service of three and sixty day notices for the non-payment of rent. Yet, sometimes when we go before a judge, because of the large investment of our residents in their mobile-homes, and we do acknowledge that, but the problem is, when you get before a judge and you have a cut and dry case on a three day pay or quit, the judge sometimes will look at the person and say, "I really can't do this to them, you know, because they really can't afford this action," and he will let them off if they can pay current at that point in time. Now, it should be cut and dry and we shouldn't even have to worry about it.

That's fine. Maybe I can understand what the judge is doing. But in the meantime, we've gone to large legal expenses, maybe, to take this up. And we don't even get awarded nominal fees at the point and time when he says, "Okay, just accept her money; she gets to stay. I'm going to slap her hand this time." So even if we do take the stance of going to court on some of these issues, we have a real problem in the final enforcement.

I think when you sit and if you look at some of the major problems that have gone to litigation in the state over evictions of residents, I think you'd be astonished at what the legal fees can be on the adult only issue--what it costs you to throw somebody out of a park that's violating an adult only issue. I think if some of these residents in our adult parks realized what those costs were, I think they would probably die. Yet the law is very specific in that case. Yet, when you've got a, when you have to go and litigate those issues, we're talking thousands of dollars with no guarantee, even though they have a signed written document with you, that at the end you're going to win.

One of my biggest problems as a property management company, is property management companies are normally brought into parks that are bad problem parks. The way the Civil Code's written right now, when we take over a park and they don't have proper rental documents, how do you enforce the law to clean up the parks that these residents live in?

Let's say I took over one of these parks that these residents live in, I don't have the documents and the effort and the way of going about cleaning it up in the fashion that they would like. I guess, in summation of saying what the solutions are, I think you now have a new person in the State Legislature that would, in fact, be able to take on the written complaints from some of these people. The residents in the past sometimes had never even filed written complaints with ownership in regards to some of these issues.

I've had a good relationship in Southern California with several of the GSMOL representatives. They've called me up to ask me to call and talk to a fellow-park owner and say, you know, set him straight on an issue or interpretation of a law, because it might be a single owner that really doesn't understand it. I've done this on several occasions, and I think those types of solutions are where it's really at. I think, you know, the cooperation that, I think we're finally seeing between our two organizations in some areas, I think is beneficial and can be used to that, you know, we do have this new ombudsman, anyway, I can't say it...

SENATOR CRAVEN: Ombudsman.

DICK BESSIRE: Okay, Thank you. And if we say, okay, written documentation has to come back, come to them, and feasibly then they put the owner on notice, and if the owner doesn't respond within an amount of time then, I think action needs to be taken. We think people in our business need to be policed. It's just we're really concerned on how it happens, and we want it to go both directions. You know, we...I'd be more than happy to participate in any program, myself, personally, and I think, you know, on behalf of our organization, the Western Mobilehome Association, we don't represent all the parks in the state, but you can be assured that we try to comply with the law. It's not our intent to violate it. If people think that we don't want happy parks, then something's wrong because I'm not crazy, and I'd much rather run a happy park than a park of irate tenants.

Thank you very much.

SENATOR CRAVEN: Thank you, Mr. Bessire.

CRAIG BIDDLE: Senator, we would like, our association would like, to work with this committee and with GSMOL to see if we can come up with some type of solution short of eviction. I know it will be unusual for me to say this to you, but short of going to the attorney, short of getting the funds from both sides and short of the eviction and the court proceedings, if we can devise something like that so that we can have enforcement of the park rules for the tenants as well as for the management, we'd like to work with you and with GSMOL and hopefully we can work out some type of effective mechanism to do this.

SENATOR CRAVEN: Thank you very much, Mr. Biddle. I think it becomes increasingly obvious that there's going to have to be a taskforce, whatever you choose to call it, composed of people from both sides of the issue who are knowledgeable, who are interested and enthusiastic, to solve the problem, and I don't believe that it is an insolvable one. I think it is an area that has a tremendous amount of gray area to it. There's no question about that. Sometimes I think that the park people expect too much of management because, really what they're suggesting is perhaps of invasion of personal rights. And there's a constitutional problem there. On the other side, there probably are certain park owners who, I carried a bill this morning which dealt with political meetings in a clubhouse, you see. And they

said well no, that may cause a riot. Well, you know, there's nothing very riotous with what most politicians do, although sometimes what they have done creates a riot. But these are people who are running for office, and they are always very lofty and not denouncing except to their opponents, perhaps.

So, we will certainly look upon a getting together of both sides with great anticipation. And I think we're going to hear in a moment from Marie, representing GSMOL.

CRAIG BIDDLE: We look forward to working on that, Senator.

SENATOR CRAVEN: Thank you very much. Appreciate the comment from all of you.

Next is Mr. Jack Cole for Dave Hennessy, Sunnyvale and Mountain View. Good morning, Jack.

JACK COLE: (Inaudible)

SENATOR CRAVEN: Oh, very well. Thank you very much. That's a pretty weighty thing that you are going to sum up, I'm sure, Jack.

JACK COLE:arrive at eight o'clock last night, and most of it is nonsense, so....

SENATOR CRAVEN: Most of it's nonsense? We'll file that under entertainment.

JACK COLE: Yes, indeed. I'm Jack Cole. I'm an associate director of Golden State Mobilehome Owners League and representing Dave Hennessy, Director of Region One. I live in Los Gatos and I cover the area of Los Gatos, Campbell, Sunnyvale and Mountain View, and I have fast shoes.

John Buril has covered most of the nitty gritty. Let me highlight some of the particulars from Sunnyvale, a 30-year-old park built for single-wide coaches. The owner decided that he wanted to put in a duplex or high-rise, so he gave everyone eviction notices. And, of course, there was no place for them to go, and it was improperly served, so the tenants went to court and won a judgment.

A few years later, the same owner, same duplex problem, approached the park advisory committee with plans to put in 15 or 20 duplex units. Then he went to the planning commission and asked to convert the whole park. Sunnyvale turned him down, of course. That is, the planning commission.

From another park in Sunnyvale, the management declared the park a senior park without proper notification. They require a brick or stone planter to be built by the owner of a mobilehome before that home can be sold, requiring the owner to maintain carports and to install and maintain downspouts out to the street drains.

In Mountain View, which has been described to me, by one legislative advocate, as 20 years behind the times insofar as mobilehomes are concerned, well, the park had received a 14% increase, and the chapter president went to management and tried to resolve the problem, and it was not resolved. He called me, and I suggested that he go to the Mountain View Mediation Service, and I knew what they were going to tell him--the same thing

they told me. That we don't handle mobilehomes. You're under HCD, you're on your own.

And that young gentleman there, this is going to be interesting. He's 22 years old, living in a park in Mountain View. I received a note on December 31 that effective January 1 of the following year that the park was now a senior park. He was grandfathered in; however, he was told that when he sold his mobilehome, anyone who bought that mobilehome must be 55 or older, and presumably, if he gets married, his wife is going to have to be 55 years.

SENATOR CRAVEN: Well, that'll make up for the 65-year-old guy marrying the young woman.

JACK COLE: Yeah, right. Well, some place along the line, I think we have to give it to them back.

SENATOR CRAVEN: Give it to them back? You sound like a Pennsylvania Dutchman when you say that.

JACK COLE: Indeed, I am, sir. I think along the line some place here we have to find a means of slowing this kind of thing down, obviously. And it has been suggested to me that one way is through small claims court. Establish a procedure and perhaps GSMOL would come up with a workbook, a legal handbook, for associates and directors and chapter people, where we can draw some guidelines and assist these people into the courts and see how these \$1500 fines strike some of the people who are managing these parks.

And that's about it for me.

SENATOR CRAVEN: Very good. Thank you very much, Jack. It occurs to me small claims, you can quite frequently get a judgment in small claims, but sometimes that's about where it ends. You get the judgment, in other words, you've won, but collecting is something else.

JACK COLE: You haven't collected it sometimes.

SENATOR CRAVEN: But it's a very good thought and very cogent, to say the least, and we appreciate your comments, Jack, thank you.

JACK COLE: On a personal note, Senator. If you recall, last time we met, I was fighting a personal battle, and you may be happy to know that I still have my cat.

SENATOR CRAVEN: Oh, do you really? You still have your cat? Very good.

JACK COLE: He never goes out in the common area, but they now understand that what goes on in my home is my business.

SENATOR CRAVEN: Good. Your cat isn't the one that goes next door...

JACK COLE: No.

SENATOR CRAVEN: ...and creates a problem and does whatever cats do on the cars, as the testimony pointed out.

The next speaker is from San Jose. The name is Kuehn, but the first name, I just, I don't know whether we've...is it J-O-H-C-E? No.

JOYCE KUEHN: It's J-O-Y-C-E.

SENATOR CRAVEN: Well, that makes sense, then. This is Joyce Kuehn from San Jose. Good morning.

JOYCE KUEHN: Good morning. My name is Joyce Kuehn, and I'm a past associate director of GSMOL, and I live in San Jose.

To give a little idea of the makeup of our park and thus the impact the actions of which I'll testify have had upon our residents, I'd like to say that ours is a 23-year-old park with 314 spaces and approximately 550 residents. It was built, owned and managed by a man and wife until 1984 when it was sold to an investor.

Three months ago, our resident committee took a random sampling of the residents, and if these figures are indicative of the entire testimony, only 20% are employed full time; 67% are over 65 and on fixed incomes, in fact, 19% of them are over 80; 20% have no income other than social security; and 26% are widows. Yet 55% of them pay between \$300 and \$350 a month in rent. From the contact I've had with other parks, these figures probably give a pretty accurate picture of the residents in a average park.

The California Civil Code lays down the basis for the relationship between the residents and the park owners with protections on both sides. Yet the residents seem forced to deal with an inordinate number of abuses to that Civil Code by park owners who ignore it, violate it and then ignore the protests of the

residents. If residents are not organized and don't have the funds for an attorney, they just have to sit back and accept the situation.

Because of the problems in our park over the past four years, we have organized, and we've become street smart. There's something new to deal with nearly every month, and since problems are not solved overnight, there are a dozen items to handle at any one time.

Finally, last year over 160 spaces joined in a lawsuit against the owner for code violations and unfair business practices. In three and a half years, our residents have paid, even at reduced rates, almost \$56,000 in attorneys' fees, and the lawsuit is yet to come. We didn't buy mobilehomes to become political activists, but mobilehome living has become a continuous battle against abuses of the local rent ordinances, Title 25 and the Mobilehome Residency Law.

Those which relate to this Residency Law so far as our own park is concerned, these things have all occurred in our park, are:

Tenants who moved in prior to 1984 have been refused rental agreements.

They have only rules and regulations which do not list the services provided, the responsibilities of management or an enumeration of fees.

Since 1984, new tenants are charged a \$75 T.V. hookup fee, though no actual hookup by management is provided, and no such fee is listed on their rental agreement. One tenant refused, one new tenant refused to pay this, and their T.V. cable was cut.

No prevailing residential rates for utilities are posted, though it's a master meter, submeter system. Just this month, all the tariff for gas and electric were incorrectly applied, and we had to call P.G.&E. for the verification of the rates.

In regard to resales, owners of 10-foot wide homes with add-ons have been told they cannot sell in the park because the coach only measures 9 foot, 11 and a half inches. One home had an overall width of 28 feet, and they measured only the center section.

Owners of older homes have been told they cannot sell in the park because "they don't meet code", but no code violation is cited, and when the homeowner pays for a city and/or state inspection, no violation is found.

Upgrades for resale have been demanded and after compliance, have been changed. For example: new skirting, only, then new siding, and then remove the new skirting and put siding all the way to the ground. Upgrade demands have been made just before the close of escrow, have exceeded requirements of park rules and regulations and even commercial or industry standards. Upgrades have been unreasonable, inconsistent and per our lawsuit "were incorrect, arbitrary, negligent, reckless or bad faith interpretation of grounds for removal on sale".

One of the primary causes of our lawsuit against the owner was the abuse of the section on the resales as just described and the subsequent disruption and obstruction of sales to the extent that homeowners have suffered substantial losses on the market value of their homes due to the stigma attached to the park among brokers and, in fact, the entire mobilehome community.

Evictions have been initiated unnecessarily and doggedly pursued. One 15-year resident, a 75-year-old widow, who always paid her rent on time, put her rent check one month in an envelope through the mail slot and went out of town. When she returned on the 11th of the month, six 3- and 60-day notices were taped to her front door. She repeatedly tried to write a second check; office refused to accept it. Her next month's check was also refused; she was "in the eviction process". Just short of that 60 days, our attorney was finally able to resolve the issue, and they accepted her check. But she had spent two months losing sleep and on extra heart medication because she was about to lose her home. And the bottom line on this was that they wanted her older home out so that they could put a new, decontrolled home on the space. Thank God we were organized, and she had somebody to turn to and that we had built a legal fund.

Besides the abuses of specific sections enumerated here, there are more general abuses to the spirit of the law, such as the substantial failure to provide and maintain the common areas and facilities.

In rent control proceedings, these are called service reductions, and if proven, are remedied by rebate. The easiest way to indicate the extent of this problem in our park is to say that in 1985 the proportionately awarded rebate to 268 petitioners in our park was \$46,372.38. But it took the residents 14 months of hearings, and it cost us \$23,000 in legal fees.

Another park in our area went to arbitration to resolve their maintenance reduction problems. They spent 18 months in 192 hearings. They had no money for attorneys, so they had to fight their own battle. The park owner, unhappy with the results of those hearings, filed a lawsuit against the city and the park residents to overturn the decisions. Residents are receiving harassing, even threatening letters, from the park owner, and now, of course, they've had to raise money for an attorney. If it goes to trial, their cost will probably be in the 60 to 70 thousand dollar range.

Abuses such as all of these are statewide, continual and on an ever-increasing scale. The "message" of what one park owner tries seems to travel the state and gather new participants in the practice to see what's going to fly.

There must be some way for mobilehome residents to protect their rights and the value of their homes without having to fight one battle after another and to pay the enormous cost for good legal advice and effective action. I hope you can find a way.

SENATOR CRAVEN: Thank you. Next we have Eileen Kapaunik.

EILEEN KAPAUNIK: My name is Eileen Kapaunik, and I live in the Harbor Village Mobilehome Park in Redwood City. I am also the secretary of the park chapter of the Golden State Mobilehome Owners League there.

Since most of everything that I was going to speak on has already been cited, I will only take about a minute of your time.

Our park has 284 homes with additional spaces soon to be available. Most of the residents are on fixed incomes and have chosen mobilehome living as a means of affordable housing.

Currently, when we pursue what we consider to be a violation of the Residency Law, our only recourse is to attempt court action. In order to do that, we must ask our residents to donate money to cover attorney and court costs, money they can ill afford. Even with sufficient money donated or through the use of the Legal Aid Society, our efforts appear to be in vain.

For example, Harbor Village has cases now pending regarding harassment by park managers of at least 12 residents. Illegal entry on the property for non-emergency or abandonment reasons and closing of recreational facilities without proper notification or just cause. These cases have been pending since February, 1984, and we have yet to even have a hearing.

We fought for 18 months to stop the park owner from charging 3 months rent as a required security deposit. By negotiating a 5-year lease, we were successful in reducing the security deposit down to 1 month. However, what happens when the lease expires? Where will we go for help?

We have a Mobilehome Residency Law which does not seem to provide any specific protection from the park owner's continued violations. When we appeal to local city councils and local mediation boards, all they do is suggest that maybe something ought to be done. Where is the incentive for the park owner to mend his ways or change his tactics?

Help us, the homeowners, find a vehicle that can help us resolve our problems; some means that is efficient, effective and, above all, timely.

Thank you.

SENATOR CRAVEN: Thank you very much. Next is Patricea Dean, Attorney-at-law, GSMOL, Director of Manufactured Housing Legal Line. Good morning. Thank you.

PATRICEA DEAN: I am, in fact, sir, the director of the Legal Line, not a GSMOL director. Thank you.

SENATOR CRAVEN: Oh, well, we have it stated wrong.

PATRICEA DEAN: Let me explain a little bit about some of the problems that you have already heard about, and since I am sitting on the receiving end of some 200,000 members who have access to an 800 line to call me with complaints, I will try to give you sort of a summary.

SENATOR CRAVEN: Very good.

PATRICEA DEAN: Let's start first with the plight of the prospective purchaser. Whether they are right or not, the park owners are interpreting the Civil Code as not applying to somebody

who does not yet have their residency in the park. It is probably the most common complaint I have right now. The definition under 798.9 of a homeowner is somebody who already is a resident in a park. Therefore, they are saying that none of the rights provided by the Civil Code apply to the prospective purchaser.

That purchaser, as you have already heard, is being subjected to invasions of privacy with demands for full and complete listings of all of their assets. They are also being required to do additional repairs to a home before they can take possession. More importantly, they are being told that their only way of getting into the park is to sign a long-term lease. They are being presented with horrendous documents, sometimes as long as 30 years and told that that is the only way they can get in.

Now, that action happens to be a violation of Business and Professions Code 11000, but unfortunately, we have as much problem getting Department of Real Estate to enforce anything as we do other departments of government. So far, I do not know of a single complaint that has been acted upon by the DRE.

Let's touch very quickly on common sense. You've heard park owners and you've heard park people talk about behavioral problems, and basically what it boils down to, as you're well aware--you've sat through a number of these hearings, is the inability of people to apparently interact with each other. Common sense, probably the most uncommon thing around these days.

Without any modification of parks or any change of design, park owners are arbitrarily, as you have heard, declaring parks to be senior parks and then not using any reasonableness in enforcing the rules. Even if Civil Code 51.3 allowed for such things as senior parks, which it doesn't, it also says only one person has to be 55 in order to live in such senior housing. However, the park owners insist that every single person has to be over that age. Now, that results in what I call the aged child problem.

I had two different calls from two different parks at different ends of the state within one week where 70-year-old parents were in difficulties. In one case, the man had had a leg amputated, and the other case he had a stroke. In both cases, the woman could not drive. Therefore, a daughter gave up her apartment and moved in to assist her parents. In one case, the daughter was 50, in the other case, she was 52. In both cases, it was neighbors who called my office because they had been served with eviction notices because the daughter was not 55.

Even with adult parks, we have problems. Within an hour, I received two different calls. One from a 29-year-old man who had a 19-year-old wife and a 39-year-old man that had a 20-year-old wife, and in both cases they were told they could not take possession of their homes because their wives were not 21; they weren't adult. What happened to these park owners and why they didn't consult their attorneys to find out that those over 18 are

adult, or even that any woman married is an adult under the law, I don't know.

We can go on with long lists of managerial problems. Demands for \$250 non-refundable deposits in order to use the rec halls, and unreasonable hours. For instance, that children may only use the swimming pool between the hours of one and three. And, of course, most of the children between one and three are in school.

Some of the problems that the park owners mentioned were things that you, sitting on a city street, would have enforced by police. But if a park resident very often calls a local police officer for what could be a very dangerous situation, they are informed that the police will not come onto the private property unless the manager calls, and the manager refuses to call.

The most common complaint we have about park rules is not just their general enforcement, it's the fact that the most flagrant violators are the managers, themselves. (Applause) We hear a great deal from park owners about the large investments that they have in parks. But I am continually amazed at the quality of manager they put in charge of these very large investments.

Very quickly, when we talk about maintenance in parks, we have a whole string of new problems from just the things you heard here this morning. Let's talk about trees, for instance. In the spring, one of the most common complaints hour after hour are trees. What do you tell a widow who can't afford a \$10 rent

increase when she finds out that the tree in the front of her lot, which she didn't plant in the first place, has to be removed, and management tells her she has to pay for it, and she finds out it's going to cost her \$1600.

Now, all of these things boil down, and the park owners say, "Why don't we get together?" Now, obviously, you have worked with this code long enough to know that we have a meet and consult statute, presumably the reason being that people were supposed to give notice and be allowed the chance to consult. But we have an enormous number of park owners and park management companies who insist that all they have to do is sit and listen. They refuse to negotiate, they refuse to talk, they refuse to compromise. As far as they're concerned, if they meet at all, they've complied with the statute. And by meet, I mean just to physically sit.

Now, you can talk about court judgments, and you can talk about hiring attorneys, but you have a double-barrel problem there. One, you can't find the attorneys. It's already been mentioned that mobilehome law is quite unique; it is quite thorough; and it is quite extensive, sometimes far in excess of what attorneys in general practice realize. To find an attorney who is knowledgeable about even a reasonable portion of the mobile-home law is almost impossible. After seven months of work, I managed to list 50 in the entire state of California.

Even if you get a court judgment, it doesn't help. We have a park in Santa Ana where a \$700,000 judgment was handed down by a jury last summer. To show you how effective it was, within 24 hours the same management company in the same park did exactly the same thing to somebody else. And now that person is suing.

We have park owners in Orange County who so delight in the publicity that a lawsuit brings that even a district attorney's actions hasn't stopped them. We have a park owner in San Diego, and after seven years of running battles, five lawsuits, three appeals, we finally got the park owner to sell one of the parks to pay the judgment that was obtained against him.

In Corona, California, in Riverside County, we have a park where the residents had to sue in 1981 over maintenance. Those same residents or their successors had to sue again in 1984 over maintenance. Anything the city did didn't work. Finally in 1986, they were contemplating a third lawsuit when HCD assisted with the problem. They removed the license and closed the park.

Now I realize that under the current laws, that's the only thing HCD could do. That's their only option. However, the person in that case that was penalized was not the park owner. It was the homeowner because, not only did the park owner make the HCD the bad guy, they also made it possible for those people to move out at their own expense. It didn't cost the park owner a dime.

Lastly, we have park owners who say, "Go right ahead and sue us because all the attorney's fees and whatever judgments are against us, we will assess against the rest of your neighbors as rent increases." Therefore, I respectfully suggest that along with a bar against pass-throughs, which the law already has, but homeowners have found almost universally park owners refuse to recognize, I think there should also definitely be a bar against such attorneys' fees and judgments being assessed as part of the rent.

I think we also need to do something about the PUC codes because utility increases in the form of meter reading fees, administrative fees and unexplained charges are being added to the billings the people are receiving. I have already heard from two parks where most of the metered services come through cities, where they are gathering information with the help of the city, and already know that their park owner over-assessed them \$14,000 on electric bills in just one year, and \$9,000 on gas bills in one year.

The constant threat of change of use: "Well, you either do this, or we'll just close the park" is coupled with the inadequate payment that local ordinances are providing. Furthermore, the park owners, and WMA in particular, are now urging all jurisdictions to allow only the payment of three months rent as adequate.

So what do we come down to? Certainly, it's what a prior speaker said when she said "incentive". Therefore I think that in addition to enforcing the Mobilehome Residency Law, we need to enforce all the mobilehome laws, since most local jurisdictions are neither getting very many new parks, nor are they implementing Government Code 65852 for R-1 placement. It should be mandatory. And there is basis for that because the state of Michigan did it two years ago.

Secondly, the Department of Real Estate should be required to enforce B&P 11000. And certainly we should have proper payment to district attorneys and city attorneys' offices who attempt to assist HCD to enforce the Health and Safe Code. And certainly Health and Safety, excuse me, Housing and Community Development should be required to enforce all of those aspects of the law which they are now controlling.

However, they have a terrible problem, and after working in this industry for nine years with both the manufacturers and the homeowners, I am aware of it. The Legislature, when it sets up a program, sets up revolving funds to make the mobilehome programs self-paying. There's only one problem. You never made any provisions to stop other departments of government from robbing those revolving funds. Therefore, one of my recommendations to GSMOL board this year is to start an initiative to stop government from robbing the revolving funds so that they can't do the job the Legislature created them for.

Secondly, I am recommending that some time in the next year or two there be a legal change, allowing prior judgments for Health and Safety violations, either civil or criminal, to be admissible as evidence in any subsequent action against parks or management. I would also ask that both Civil Code Section 798.86 and Health and Safety Code 18700 be amended to make a second or additional conviction a felony with mandatory jail time of at least six months.

And lastly, almost every single business in this state, if it affects health and safety can be stopped. If you operate a convalescent hospital in a negligent manner, you can be put out of business and required to divest yourself of that business. If you're a doctor and you violate your code of ethics, you can be put out of business. Therefore, I think that repeated violations and judgments against a particular park owner or management company should result in a divestment order to get such people out and keep them out of the mobilehome park business.

WMA has repeatedly said they represent most of the parks. And if GSMOL talks about some of the problems, we are told, "Well, those are renegade owners." Then I suggest we get rid of the renegades.

Thank you.

SENATOR CRAVEN: Thank you very much.

I just got a note that I am due in another committee for a vote which I've been waiting for, and I checked once, but now

they're ready, I guess. So I'm going to have to leave, but I will turn the meeting over to the consultant of this committee, John Tennyson, who will be very happy to hear from each of you as we have heard heretofore, and I, before I do depart, I want to thank you for being with us.

Your attentiveness and your attention to duty, so to speak, to come and be present at these hearings means a great deal to us. And I think, if you just take a little time to investigate it, you would find that a lot of the legislation which has been enacted has been the outgrowth of what we've heard in these hearings. So it provides a very, very worthwhile service as far as we're concerned, and I hope you would share that feeling with us.

But I want to thank you very, very much for being with us, and I look forward to seeing you all again.

John. This is John Tennyson.

JOHN TENNYSON: Nancy Quigley.

NANCY QUIGLEY: I'll just take a couple of minutes if you don't mind. I didn't think I was going to be able to be here today, so I did relinquish a little bit of my time.

I'm Nancy Quigley; I'm a resident of Hillsdale Mobilehome Park. I am associated with the Homeowners' Protectorate Entity. I was a former GSMOL Associate Director; at present, I am vice-president of Chapter GSMOL in my park. I am closely associated with Mr. John Bertaut and Mr. John Buril, who both pretty much covered everything I had to say.

I would like to, for the record, bring to light the fact that there is, and indeed a very explosive situation in our mobilehome park. We have a management team extremely abusive and abrasive to the point where we have people in our park who are trying to plot how to get away with their demise, and I'm not kidding about this--it's serious. It's a serious problem.

As Patricea Dean said, we're in a community where the sheriff can't help us. We've called the sheriff out about volatile situations. He says, "Well, get a restraining order, get an attorney." Everybody we turn to says it's a civil matter.

We have a couple that are called assistant managers. No one has been notified officially that they are assistant managers. They are located in a situation, in a spot in the park, where almost everyone in the family section has to drive by them. On a daily basis, hourly basis, whatever, these people are out there, swinging canes, wielding hammers, hollering threats, hollering just different harassments. These people are causing an extreme amount of problems. We've had the sheriff out just yesterday about these people.

What we're concerned about is, where do our rights go when we move into a mobilehome park? Why are we not afforded the same constitutional, human rights as anyone living on a residential street?

I feel like a bug under a microscope. We're constantly surveilled; our children are harassed; the teenagers are totally

terrorized in this park; there is a total double standard in our park. What some people cannot do in the park, according to the rules, management people and their friends in the park can do. This includes parking on the street, this includes use of park facilities, various types of things.

We have barbed wire strung along the front of our fence. I don't know any other mobilehome park that has barbed wire strung along the front fence. This was put up, management said, it was to keep out ne'er-do-wells. Well, they come in over the back fence. There's no barbed wire over the back fence, just the front fence where residents were jumping the fence to get to their houses.

We're the only park I know of that have tire puncture spikes in our entrance and exit. Now, the sole purpose of those tire spikes are for management to get somebody trapped in the park that they don't want to leave, they will block the exit with their vehicle, and you can't drive out the entrance because your tires will be punctured.

So in speaking for the members of my community in my park, we need somewhere where we can turn to and say, "This is happening, we need help in here" and not be, said, "Well, you've got to contact that place," and we contact that place, and they say "Well, you've got to contact that place," we contact them and everybody comes up with, "this is a civil matter." We're low income families; it's very difficult to hire attorneys.

I was delighted with some of the things I heard Ms. Dean talking about. It's difficult; it's difficult to find an attorney who's familiar with Mobilehome Residency Laws. And thereinto, so many of the Mobilehome Residency Laws are unreadable. You cannot discern exactly what it means.

We have in our park the \$3 guest registration fee being charged to some homes, where in the same circumstance, same exact, identical circumstance, they're not being charged. And that's 798.34, I believe, that a guest fee shall be imposed with a person living, not living alone. I don't consider a child being able to help with expenses. If you're living with a child and you want someone to come in and help cover the expenses, you can't do it without a \$3 charge from management, but only on some houses, and on others they let it go.

So, anyway, that's about all I had to say. I just, it's just the fact that we lose our rights as citizens when we move into a mobilehome park, and that's not right. I don't want to be sitting at 11:30 at night, which I was one evening recently, in a vehicle with three of my girl friends in our visitor's parking. And we're all over forty, and to have security come up and tell us that management has told them to tell us to go into our houses, that we could be considered as loitering. That's not right, I'm sorry. It wouldn't happen on a residential street, and it shouldn't happen on ours.

Thank you.

JOHN TENNYSON: Thank you for your input. Ron Twilley.

RON TWILLEY: I would like to thank the committee. Thank you for having me here this morning and allowing me to speak. I am a responsible citizen of Sacramento, a former resident of West Sacramento. My wife and I were forced to move out of a West Sacramento trailer park due to the lack of the Mobilehome Residency Laws not being enforced.

We secured a restraining order signed by Judge Agley, which, a restraining is just almost impossible, but we got one, from Yolo County. This restraining order was against the management of the park in West Sacramento for threatening my wife's life and myself. I was subject to harassmt, discrimination, verbal abuse, discrimination based on association, against the law, renting discrimination and increases, all to the use of mobile-home sites. The unreasonable rules, illegal entries upon your space day and night, overcharging of utilities, which I'm involved in now. Western Mobilehome Association, I just, I can't believe anybody would want to cheat you over a penny, but they will. And the list goes on and on.

For almost two years, my wife and I have documented dates, times and photographs of these violations for our own protection. Several times a Yolo Sheriff was called. On several of these occasions, we were insulted and treated like a criminal by the sheriff's officers as if we were in the wrong simply by calling. And unable to find an attorney who knew anything about civil

rights and the laws of the trailer parks. We could not afford to move, but we could not afford to stay.

My wife and I had to find some legal way to fight them. We called GSMOL. All they had to say was, "See an attorney." We called several state agencies over a long period of time, seen attorneys, talked to District Attorney's office, television stations, local newspapers. "See an attorney," that's all we heard.

Well, we paid out to three different attorneys. The first attorney that helped us retain the restraining order. The attorney said, "If the management does continue this harassment and breaking the restraining order," that he would have him or have her arrested. Well, the attorney received \$350; I received a restraining order and nothing done to protect our rights.

The second attorney was referred to us by GSMOL. And that attorney said they could not raise our rent and three others simply because they didn't like us. And that was in a park of 55 people. The attorney wrote the letter. By the way, they took two and a half weeks to write, why, I don't know. He said he could work this out on the phone with the owner of the park. They never did answer the letter. The attorney received \$250. I received a letter and still nothing done over protecting our rights. But he did offer to accept another \$1500 to continue it.

The second attorney said that he could see by looking at what we had that we could win our case, but that I wouldn't be satisfied. I asked why; the attorney said, "It will cost you about

four to five thousand dollars and 14 to 16 months of your time to get to court. And you know you probably won't get back all the money that you spent." "I don't care," I said, "about the money so much, but I want someone to put a stop to these park managers and owners taking our rights away."

Where does a person go? To whom do you see to get your legal and constitutional rights? There was over a thousand new laws going on the books again this year, and one of them were for mobilehome parks. Who is going to enforce them? How much is that going to cost me and others to receive our rights under the law and guaranteed by the Constitution of the United States, and to which we are entitled? Most important, who is going to tell our senior citizens about their rights, who cannot afford to live and pay big attorney fees? And these owners and managers of these parks taking advantage of this and do whatever they damn well want.

And I think it's pitiful. And there's not one thing I can do to help, nor anyplace to turn for help. I would like to thank John Buri. If not for him, I'd probably been put out in the middle of the street to begin with.

That's why it's up to you and the lawmakers' hearing and taking a better look at our mobilehome park systems and laws. We, the people, need you and we need your help. Thank you.

JOHN TENNYSON: Thank you. John Ohda.

JOHN OHDA: Mr. Chairman and Secretary. First, I want to introduce myself. I'm 72 years old, and I've been in business for between 25 and 30 years for myself and about 15 years in Illinois on leases and farms. I farmed there for that length of time. Then we moved to Arizona for health reasons, and from there I moved on over to California, and I have had dealings with Mobil Oil Company, Shell Oil Company and Texaco, those three. And I've had leases with those people, and Atlantic Richfield and ARCO.

And I've never run into any problems like this here. I'm very sad that I ever bought a home in a mobilehome park. I'm too old to go into all of this stuff, and I hate, I hate to go into it.

Our health isn't too good. Last year alone with all the other raises, we've spent \$12,000 on medical bills. And this year, yesterday I found out that my wife has to have an eye implant which is \$6,000, and Medicare doesn't pay for all that, I think you know that.

I think, for one thing, I have to agree with Mr. Bertaut, Mr. Buril and the lady that gave the, for HUD, was that Ms. Pearson, was that her name? Patricea Dean, I'm sorry. I have to agree with those things. And I am a member of a Golden State Mobile-home Owners League, and I am a member of the Homeowners Protective Entity.

I'm only, I'm only going to, I'm going to go away from my speech altogether and just make a few remarks.

I think the owner should have a lot better, or more qualified managers. We would like to have managers who won't get hysterical so you could even talk with them and communicate with them. I can't even talk to them, and I have been ordered out of the clubhouse when I went to pay my bill. For the matter, they won't even give me a receipt for a check, and the young man went along with me, and he gave them a money order. Their answer is, "We don't have to."

Well, that is a practice that's been going on for years, and I never ran into it. I always get a receipt and I always gave people a receipt in businesses that I've been in.

Mr. Bertaut left out something, or maybe he didn't, figured he didn't want to take the time, but when we organized this protective entity, we had to have a meeting place. So we had the meeting place in the Auburn Library, and we were followed to this meeting. They already had some people that are in sympathy with the owners and the managers. They followed and they got in the place and just to report what we were going to do. And the managers of the park even sat out in the parking lot.

Now the Sheriff's Department was there with two sheriff's deputies, and they said, well, they couldn't do anything, they were just there to keep order, which I suppose they were.

So we had to go somewhere else. And in the meantime, they had some of their own group, a couple in particular, that got into this meeting, and they reported all this so the managers, who knew more about it I guess than we did or before we did, I think.

There's one other thing. I live in the family, or in the adult section. It's a, they have in their lease, 50 years, I think if you're over 50 years. Well, now, they sold a young lady a coach in there and, the first thing, you know, it run along after a while and she got married. Well, then they had a baby; well, I know that's what happened to me, too, and when I got married, and I think it does to everybody. But now they're proceeding right now in having them evicted from the park because they have a baby, and it isn't a bother to anybody. I live right across the street from them.

There's one other point or two. It seems that everybody who has a place for sale only has one real estate place. Now, I would like to know the answer to that problem, and I haven't got to that, yet. But I'm going to find it out if I can why the managers have recommended that they have one certain real estate agent sell their place. And I can prove those statements.

I think that's about all that, I'll give somebody else the time to speak, it's almost noon. And I thank you very much.

JOHN TENNYSON: Mr. Ohda, thank you for your input. Alva Brown, Paramount, California.

ALVA BROWN: I'm Alva Brown, and I'm from Paramount. I live in Cactalandia Mobilehome Park. I appreciate the opportunity to come and speak before you today in regard to the lack of enforcement of our California Civil Code and the financial inability of our residents or mobilehome owners to seek legal counsel to make sure that our laws are enforced.

I live in a family mobilehome park. Our rents are very high, and our elderly are forced to go to work. An example is an 82-year-old woman who lives in our park who is forced to work two days a week to supplement her income.

Our daily living in this park can be equated to a horror story. We are under the jurisdiction of HCD. They believe it is their duty to enforce the Health and Safety Code, and our city has no jurisdiction over us. We have tried to get help from them; they have no jurisdiction whatsoever.

For three years we've been without adequate street lighting, and this makes our homes very vulnerable to burglaries with as many as three in one night. When some of our lights were fixed over the Christmas holidays, a pole leaned against a chain link fence and it charged the fence with 120 volts, and the tenants, or the mobilehome owners, were shocked when they tried to leave and to enter their home again.

In another instance, a service box, from which our mobilehome draws its power supply, was charged. It was having power surges, I guess it's called, and it was charged with 152 volts. This

family has two small children who very luckily were not harmed. But at least two families, due to these types of power surges, lost their TVs, their VCRs, their home computer, microwaves, etc.

Our light poles fall over, and they're just left on the street, right where they fall for as much as two, three weeks. And in one instance, for many, many months, the light pole was propped up and tethered in a tree with a part of a rubber inner tube. Four other light poles in the last, let's say three or four months, have shocked residents of mobilehomes. These poles are hot, and there doesn't seem to be anyone who does anything about enforcing the law.

Near our swimming pool, which is very poorly maintained, there's only one working electrical outlet. There's no drainage, and as a result, the water puddles and stagnates from the pool right to the outlet. Our young people seem to need music to swim by because we are in a family park. They plug in their radios and, of course, the possibility of the electrocution of everyone in the pool, I believe, is a real, real possibility.

Our streets are in extreme disrepair. They have holes and cracks and almost no drainage. We have several elderly and handicapped residents who cannot take the badly needed walks for their daily exercise. One healthy man slipped and lost two months worth of work and, due to just the crumbling asphalt, and this can be equated with trying to walk on marbles. This is the way our streets are. Whenever a vehicle goes by, the dust in the

air is so heavy it just lingers there. And when it rains, the water just stands in the puddles until it evaporates.

On Thanksgiving Day, the sewer overflowed, and the waste from people's toilets was running through the park and out onto the city streets. When the mobilehome owners tried to get help, the assistant manager said it would have to wait until Monday..four days later, and he had no authority to do anything. The only way for help on this type of problem or other problems is to dial 911 and the sheriff will come out in our instance. I, we must have..probably a different type of sheriff department. The sheriff will go to the manager's coach or the assistant manager's coach, and when we have reminded that assistant manager that we are entitled to 24-hour-a-day resident manager, we have been told, "I don't give a damn what the Civil Code says, I can't do anything; I have no authorization."

In all instances, it's been over two hours before we've had any help from our electrical problems or our sewage problems, anything like this. And then it is only at the sheriff's insistence. In one case, the sheriff threatened to put handcuffs on the manager if he didn't do something, and that, that's the way we got it. So this shows our lack of management, and very few, again, can hire attorneys to see that these laws are enforced.

To name a couple more problems, it's very common to wake up in the morning and find dead rats in our yards. And rats jump out of dumpsters when we go down to empty our trash. Our laundry

facilities are unsanitary, and very often we only have cold water. Much of the time water is standing on the concrete floor, and I believe everyone knows that's quite a potential hazard. We have a recreation hall, but it has bars on the doors, and it's used to store chemicals. We've been told we can use the hall for a GSMOL meeting if we provide our own chairs and if each person in attendance shows proof that they have insurance before we use it. And another mobilehome park in the vicinity allows us to use their facility.

The mobilehome residents must comply with all their citations handed down by HCD, but it doesn't seem to be true of the management. In one instance, many of the homeowners had to install stairs at their exterior entry, and many of these doors were on the carport side. The office of our park has an exterior door, too, on the carport side, but they were seemingly exempt from that law. This was called to HCD's attention. We just felt that it's a double standard. Because of the enforcement of this law on the exterior steps, the homeowners couldn't use their carports, and there's no parking in the street. And as soon as the residents installed their stairs to comply with HCD's order, we received certified letters, which, stating that when we signed for the letter, we had to move our vehicles from where we had been paying from 5 to 15 dollars per month from 1966. This was an order from HCD according to our management, and as a result, we were forced to relocate 56 vehicles. Consequently, the

vehicles that had to be parked, had to be parked on the city streets, have been vandalized; they've been ticketed on street sweeping days, they've been stolen, and one lady had two cars wiped out from an accident.

I believe the Health and Safety Code and this California Civil Code or Residency Law are both very good and contain provisions which could protect us very well, but we must have enforcement. Our mobilehome residents in our park have written to HCD, but we were told that there were so many complaints, they couldn't follow through. So then we put them all on one petition, the ten most serious were put on one petition, and signed it and then mailed it off by certified letter to HCD. But somehow this petition fell into the hands of our park management. It was hung on the wall of the park office, and when people paid their rent, the management said, "Did you sign this?"

One elderly man was terrified. He told me he was harassed for signing. I tried to console him and tried to talk to him about it, but he was shaking and half crying. And a few days later, he went into cardiac arrest.

JOHN TENNYSON: Ms. Brown, I'm going to have to ask you to try to summarize in about a minute so the other people can have a chance.

ALVA BROWN: Okay, this is the one area, by the way, where I have no proof, because this elderly man, my friend, passed away.

And, anyway, I want to say, too, that we need, we have an inspector from HCD who comes out, he has spent 70 hours in our park office that we have documented in the last year. He has not spent them in the common area of the park, and there are other times that we don't know about, that he has been there. It seems to me that, until something, if nothing is being done in all of this amount of time with an inspector in the park, it seems like it's a complete waste of our funds. But every time that we do send in a notice to HCD, it goes to our park manager somehow.

I personally spent \$10,000 in the last year to defend myself against a statement by an HCD inspector to our park management, which, when we took the deposition of the person I was alleged to have said it to, I was exonerated. She said I didn't say it, and I didn't. But this seems like, I don't know.

Anyway, if these agencies don't take their code enforcement seriously, and if they aren't doing what they're designed to do, they're worthless. And I can provide any photographs or documents of any of the problems that I've mentioned today. And I ask you to support a bill which I understand will be introduced by Senator Ralph Dills, authorizing the State Attorney General and the County District Attorneys to enforce the Mobilehome Residency Law. And I thank you. I'm sorry I ran over.

JOHN TENNYSON. Travis Pitts, Department of Housing.

TRAVIS PITTS: Travis Pitts, Department of Housing. I'll try not to take time from the other witnesses. We have some basic

enforcement responsibility primarily for the Health and Safety Code. Most of the items, if not all of the items Ms. Brown mentioned are our responsibility for enforcement.

We do not have direct enforcement responsibility or authority for the provisions of Landlord-tenancy or the Mobilehome Residency Act. Through the Mobilehome Ombudsman, we are developing some means of assisting with landlord-tenant complaints. We have talked to WMA; we have talked to residents, or representatives of GSMOL, and we're attempting to work out a mechanism where we can comply with a provision of the Ombudsman Act by providing assistance without directly litigating on behalf of either party.

Again, in the interest of time I'll defer, and thank you very much.

JOHN TENNYSON: Thank you, Travis. Susan Statzell.

SUSAN STATZELL: Good afternoon. My name is Susan Statzell. I am an ex-mobilehome owner, moved out in August. Up until that point I was an associate director with Golden State Mobilehome, Region 1. I have served on various committees with the district supervisors in my past.

I've heard a lot of testimony here today, and everything that you have heard, I can almost tell you is verbatim what is happening within the parks within Contra Costa County. Several things were brought up but not touched on that heavily that I would like to offer as possible solutions when the committee goes together.

The State is in charge of Title 25 which governs everything for mobilehomes. Most of the state control is given in to counties for enforcement through their agencies, and if there is a city government, then the cities have their own. The place where I live, unfortunately, does not have city, we have to deal with the county.

Two years ago, a letter was written to Mr. Chris Anderson, of State of California HCD office, informing him that gas line work was done in the park two years prior to the letter being written, and as of two years from the work being done, permits had not been final, the work had not been finalized, and there were no as-built plans within the park for shutoff valves. Through different letters being written to the State Community Housing Development, which is supposed to enforce Title 25, documented proof from county that these things had existed, two years later and the last letter received as of June, 1986, stated to the county: "We have yet failed to receive anything in compliance with the letter that we had written a month ago. Please do so."

I see two faults on that line, people. One is the state agency for failing to deal with their county enforcer. As a result, this park is now going under litigation by which 50 people out of 150 coaches have signed an agreement with a private attorney which we did find and is willing to prosecute. A 20-page letter complaint is being issued to the court for an injunction on this park, which will go back ten years from almost the day the park was built, for substandard living.

If the owners that now will be entered into this lawsuit, of which will be a magnification of millions of dollars involved, all of the agencies who had been written letters to, communicated with and failure to reply back will then be named.

Mobilehome owners are people, and that is number one. We are not third or fourth class citizens. We are voters; we uphold the laws; and we are only considered as trouble makers of the owners when we question why are they illegally doing what they should not do.

WMA has tried and unfortunately they do not rule every park within the state of California. I, myself, had talked with Jeri McLees several times on public relations matters, and because of that had encouraged a couple of our managers to call them even though they were not a WMA park.

I do not believe that any agency, Golden State Mobilehome Owners, Western Managers or Mobilehome Owners Association or anybody else, should have the right to sit down and dictate what people do and have to pay for it, unless they can help them support the financial end of this.

When you talk about attorneys, Patricea Dean made the statement that there are 50 in California. I would venture to say that over three-quarters of those attorneys are in Southern California. If you are lucky, you may find two in Northern California.

We took an attorney to the arbitration board because he took on a case for us and then overcharged us. Again, we were shafted; he was bought off. We had to take him to arbitration, to the county, and we won.

It's time for the people of mobilehome parks, if they want a better life, to also stand up and fight. Don't let the owners and managers push you around. They, if they serve you an eviction notice, they are the ones who have to take you to court and prove beyond a shadow of a doubt that you are guilty. The burden of proof is on them.

The Civil Code is overwritten. It needs to be changed, and in fact, to be shortened and better read and the wording not so omnibus. Behavior within mobilehome parks goes both ways. If a person pays their rent, maintains their yard and something happens, they have every right to complain.

However, if a person is late in their rent, they speed through the park, they cause problems with their neighbors, their yard is in disarray, they'd better straighten up their own act, first.

Private property needs to be changed. We need to have the right of police on the property to deal with the drug situation within the mobilehome parks. We are under county, we do not have city. The Highway Patrol can come in if called. The County Sheriff will come in if the manager does not give them a bad enough time and force them out.

An example on that, and a very minor one, is the fact a man was working on his boat. He has a hunting knife on his hip. He needed to ask the park manager a question. He went into the office. The wife was in; he asked where her husband was. She said she didn't know. He turned around and left, and ten minutes later there was a sheriff knocking at his door, ready to arrest him. The charge was, she had called and said that he'd walked in with a knife on his hip and threatened him.

Another man was arrested for failure to leave the clubhouse. They were to be closed at 6:00 even though the Civil Code says opened and/or available. At six o'clock the man went in to play pool, he was asked to leave, he refused. The sheriff was called, and he was arrested. This is something that people are paying for.

Please, all entities..Golden State Mobilehome Owners, WMA, Len Wehrman from PUC, we need you more than ever because they are putting in water, and we are not getting a deduction in rent and yet we are paying common prices. We need you all to get together with all of the legislators, and we need the legislators to think of us as people, not votes. We have rights just as you do, and if you would think of living in a mobilehome park, which I doubt seriously our legislators do at this point, perhaps you ought to come out and look at a few of them.

Thank you.

JOHN TENNYSON: William Rickard.

WILLIAM RICKARD: My name is Bill Rickard. I live in a mobilehome park that the lady just before was describing. I've lived there, now, for almost 13 years.

JOHN TENNYSON: What's the name of this park, by the way?

WILLIAM RICKARD: Mariner's Cove Park in Pittsburg.

JOHN TENNYSON: Thank you.

WILLIAM RICKARD: I'm sorry I didn't say that.

I have been appointed park representative for GSMOL because of some serious problems that happened a year or so ago. I've written letters to four different people. I have not, over two and a half months ago, I've never received a reply from any of them. Not one has even taken the decency to even write a post-card and say, "Nothing doing." Some of them are here in the building today.

I'm also the incorporator of a Mariner's Cove Homeowners' Corporation, which is a nonprofit, mutual benefit corporation. Like the lady said, we've started litigation against all entities that's involved.

But that isn't my big problem. I'd like to get onto a couple of other little things. In our park, we have about half of the park in single-wide coaches. That means it's a 37 foot wide lot. Well, as the people move out, they try to ask the people to remove the coaches, too. What they want to do is put a small double-wide on the single-wide lot, therefore cutting down the space that's required. Also, if they have a small double-wide on

the lot, it means that they can charge a higher rent for that space.

Then, people were talking about the Civil Code. There's one park in our county, Contra Costa County, which we have 61 mobile-home parks in the county, one park has never issued to a person in the park a Civil Code, which is a little four-page pamphlet, that's, that they can procure. But I understand now that they have just started putting it into effect, and they've never had managers, assistant managers or responsible people 24 hours a day, which we don't have in our park.

We have another thing that I think is very serious and should be taken under consideration. I think this committee should really work on a bill to drop this security deposit to all people. We went to court, had an attorney over this, and we ended up with finally a slight appeasement to where the people that were living in the park would not be charged this security deposit, but all others that moved in would be charged.

Well, then if you move out, you're supposed to get your money back. And they say that this money is to take care of any bills that a person might have. But if the owners and the resident managers are on the job doing their work, they know when escrow was settled, that they could get that money then. They should be able to get any money that they have coming for utilities not paid or space rental not paid or any other costs.

Why should the people be putting that money up which they say is equal to one month's rent? Now, then, maybe they get the money back and maybe they don't, but why should they have to do that?

Mobilehome living basically, until the last year or so, has been a place where people, especially a lot of young people and elderly people and people on low incomes, could find a place to move and live within reason. Now it's got, the interest rates have dropped on houses, and people are being able to buy homes a little better, but I think that's going to change. And yet, we still have problems where we can't do anything. Our laws are broken constantly.

And last, I would like to make this statement. I would like to see this committee initiate a bill that forces or makes all owners or managers of a park obtain a copy of the California Administrative Code, Title 25 on Mobilehome Residency Law. I don't mean to go buy the whole book because part of it deals with stick homes. And part of it deals with Mobilehome Residency Law, and it's quite expensive. I know because I keep getting my Title 25 updates, supposedly.

To make sure that they do this, have the printing company at North Highlands put a postcard in that only the owner or manager can remove in the presence of a notary public and send to a special department in Sacramento to do this. And have, if nothing else, take the time to go teach them what they've got to know.

In the park where I'm at, by the fact that I have Title 25, I have a copy of WMA, I have, I read the guidebook for GSMOL. I've had many, many managers call me up and ask me to come up and help them define a problem that they had, and I would bring all my books with me to help them out. I've helped a lot of them, and then at the point they'd get to where they'd say, "We don't need you no more; we know all the laws, we know it all." One beat on her chest and would say, "I am the law," and so forth.

I know there's a lot of people who can't get to the law library, but there is a world of information at the law libraries. Like I go to the county courthouse, and I get copies of them. It costs me 6¢ a copy, but at least I can take them home, and I can read them, and I don't have to go buy a great, big volume or maybe 15 volumes of a set of laws that was passed some year back.

I really think that we need to get several laws inaugurated that would really make the owners and managers understand what our, what they're trying to force on to everybody.

Now, I don't want to say no more. I'd like to say thank you very much for letting me come here and speak.

JOHN TENNYSON: Thank you very much, sir. James Brandaw of Santa Ana.

JAMES BRANDAW: This is just a small, prepared speech, here, that I have. This is a package.

JOHN TENNYSON: Okay, thank you.

JAMES BRANDAW: The little speech that I was going to give, I'm going to kind of get away from that, really. My name is James Brandaw. I'm from Park Terrace Mobilehome Park in Santa Ana, California. That's Orange County.

And I can basically say, "Ditto, ditto, ditto," to everything that I have heard for the last two hours. It's a horror story; we're living in a horror place, I'll tell you that. There's no rhyme or reason for what's happening to us.

If somebody would take the opportunity to enforce what has been put for all of us, the Residency Laws, the Civil Code. Our civil rights are being trampled on, kicked on, stuffed down our throats, and I think it's bad. Where are our rights?

We believe that there should be a better enforcement of the Mobilehome Residency Law and the Civil Code that you have written. There's some loopholes, there's no question about that. But I can go on and on about leases; I have a 25-year lease. I had to sign a 25-year lease. I had a \$30 increase last January. I did not sign the lease; they gave me another \$50 increase in November, and I still did not sign the lease because I was told, "You don't have to," per the Civil Code. I did not sign the lease; I was given another warning of another \$75 increase that I would be getting in February if I did not sign the lease. I went down and asked about it.

I said, "I still don't want to sign the lease, and if I do I'm going to sign it under protest." They said, "If you do not

sign it, you'll get a \$75 increase in February, another \$75 increase in July, and possibly another \$75 increase in November."

Now I would be an idiot in one respect not to sign that thing. And I advised all of the people in the park, "Go ahead and sign it; we'll fight this somewhere." We have an attorney and we're fighting things in court right now or trying to, to get out of this lease. Now some people still didn't sign the lease. Some people did. Now out of about 36 or 37 people that did not sign the lease, and they're just going through hell because the simple fact that they see all these \$75's going right straight through them.

We have elderly people in our park that do not know how in the world they are going to pay these things. We've had people that moved out, and we've had people in there that have had strokes and everything else because of the harassment and the stuff like this. It is absolutely bad.

We've had a case in the use of the clubhouse facilities that, this is our clubhouse, and it was so stated that we have to pay \$100 to use it for our association. Now this is ridiculous. This is our clubhouse.

I don't know what the answer is, but we are people in the United States, and I think there was a statement here a few minutes ago that we feel like we're prisoners. We have been told since the early part of 1986 that the park owners can't do that, but they do and will continue to do unless something is done and

done at the state level with enforcement coming down to the local levels.

We are, we, the people, as referred to in the constitution. Yet most interpretations that come down say, "We, the people, unless you are a mobilehome owner." Desegregation and discrimination was fought for the line. Mobilehome owners have been chosen by parks as easy marks, becoming prisoners in our own homes. The retired, elderly, middle-aged or young families live on a day-to-day basis with the fear that the park owners will throw them out, out into the streets, which can be accomplished by raising the rents so high that they can't afford to stay there, and they cannot afford to live there, and they cannot afford to sell them.

Somewhere we think that we should be able to enjoy retirement and the pursuit of a little happiness somewhere along the line. The somewhere along the line as the immortal words of Martin Luther King said, "I have a dream," our dream to see our elderly residents protected by our government; our once upon a time affordable housing to be affordable again; park owners made accountable for the injustices they commit against the American people; a district attorney's office to say, "Bring your facts forward, we will prosecute to the fullest extent of the law," instead of, "We can't get involved with the Residency Law."

We want you to have the facts; we will give you the facts. You want proof; we will give you proof. You want solutions, we will try to give you solutions.

Appoint a mobilehome board that consists of mobilehome owners. Set up a arbitration mediation service. Give them authority to deny rent increases, deny the park owners a lease that is not based on CPI or equivalent. Make park owners open their books. Give us voters and taxpayers justice and freedom and the right to live among our neighbors in peace and without fear.

Thank you.

JOHN TENNYSON: Thank you. Lastly, we have Marie Malone, and I hope you will sum up as quickly as possible.

MARIE MALONE: My name is Marie Malone. I'm president of the Golden State Mobilehome Owners League, and I live in Vista, California.

I think that we're fully aware, from what we've heard in the last two hours that a problem exists. I would like to recommend perhaps a solution to that problem. And it would be two pronged.

I'm highly encouraged by the presentation from WMA here this morning, and GSMOL will certainly welcome the opportunity to work with government and with the park owners' association to see if we cannot add to other solutions to this problem.

But, unfortunately, WMA is like GSMOL. We have membership in one-fourth of the parks throughout California. And there is an influence upon those parks both in the residents and the park owners to be reasonable. We've been working at it a long time. But we are now unaccounted for in three-fourths of the parks in California, and I think that we must pursue in this year's

Legislature a method that will allow, and if not allow, encourage, and I wish you could direct, but I'm sure you cannot, that the district attorneys enforce the Mobilehome Residency Law and that we work out a compatible payment situation where the district attorneys in the counties will not be out of pocket money to do this. And I would suggest that one of the ways we could do it would be to split the costs between the residents, the park owners and the Mobilehome Revolving Fund.

I am encouraged by our attorney this morning who says the time has come for that Mobilehome Revolving Fund to furnish some of the money back to the mobilehome people to give us the type of order that we need within the parks.

And basically, that is what I'd like to say this morning. I would very much like to see this subcommittee form another committee made up of government, WMA and GSMOL, even as we go forward for the legislation to enforce the Mobilehome Residency Law. Thank you.

JOHN TENNYSON: Thank you very much.

We appreciate your attendance here today and all the comments will be duly noted and transcribed in the report.

Thank you again.

SECTION V

C O N C L U S I O N

MOBILEHOME RESIDENCY LAW ENFORCEMENT PROBLEMS HEARING

CONCLUSION

The testimony from twenty witnesses was not unlike that heard at some other Select Committee hearings.

Many park residents characterized California's mobilehome parks as problem plagued, and there were allegations which ran the gamut from threats and intimidation by park managers to adult or senior only problems, rent increases, lack of upkeep in the parks, unequal enforcement of the park rules, and replacement of garbage service with dumpsters. Not all of these complaints, however, relate specifically to the Mobilehome Residency Law.

Spokesmen for the Western Mobilehome Association, representing a fair portion of California's park owners, attempted to minimize these problems by assuring the committee that member parks and their managers know the law and deal carefully with park residents. Park residents often expect too much of management in regulating the behavior of other tenants, according to the park owners, and the law imposes too many limits and costs on the ability of management to deal with and evict "problem" tenants.

Although none of the witnesses addressed the major questions outlined in the committee's background paper concerning alternatives to the legal system in enforcing the Residency Law, and the cost thereof, there were a number of individual suggestions.

Some called for specific changes of existing sections of the Mobilehome Residency Law dealing with prospective purchasers and the so-called "meet and consult" provisions. A few suggested increases in monetary penalties for violations of MRL provisions, with an increase in penalties for each subsequent judgment involving the same violation. Several letters addressed to the committee have recommended the establishment of a state licensing mechanism for mobilehome park managers.

A taskforce or ad hoc committee of park residents (GSMOL) and park owners (WMA) to look into Residency Law enforcement problems and come up with voluntary guidelines was mentioned by both GSMOL and WMA representatives.

A call for legislation to give greater authority to local district attorneys and public prosecutors to take on Mobilehome Residency Law cases was proposed. Presumably, this is the concept embodied in Senate Bill 1169 by Senator Dills, introduced in the State Senate just recently (see appendix).

Another witness suggested that both park managers and residents be provided with more information on the Mobilehome Residency Law, and that a "legal handbook" or guidebook on how to deal with problems and violations under the Residency Law would give residents a better understanding of what they can do, including the filing of Small Claims Court actions.

Implied but not stated in the testimony of many witnesses, however, was the prospect of some kind of state enforcement of

the Mobilehome Residency Law, presumably not through the legal system but through some governmental or bureaucratic monitoring and disciplining of alleged code violations in each park.

Even given the fact that some park residents may not be in a position to defend themselves or stand up for their rights under the Mobilehome Residency Law, because of their age or lower income status, or both, there are no instant answers to the enforcement problem.

The committee cannot recommend a massive state or governmental program to monitor and discipline civil code violations in mobilehome parks. Questions on the cost of such a program and how it would work have not been adequately answered. How such a program - within the due process protections of our system of government - could circumvent appeals to the courts - and thus avoid what witnesses feel are the complexities and costs of the legal system - is not clear.

Some of the specific suggestions to the committee, however, are worthy of consideration. These include:

First, the necessity of greater awareness on the part of both management and residents of their rights and obligations under the Mobilehome Residency Law, what the parties can and cannot do, means of enforcement, and the penalties for violation. This can be accomplished through the dissemination of material by GSMOL, WMA and the state's Mobilehome Ombudsman as well as the sponsorship of seminars in different areas of the state.

Second, the establishment of voluntary mediation panels or committees in local areas by park owners and park residents' associations working together to try to resolve complaints short of legal action.

Third, the changing of specific provisions of the Mobilehome Residency Law, such as increasing damages for intentional violations, or increasing damages for repeat violations, in order to help to bring about greater compliance.

Lastly, the grant of specific authority for local district attorneys, at their option, to prosecute Mobilehome Residency Law violations in the courts, as a means of helping to deal with at least the more flagrant cases.

Again, there is no magic wand of government which will assure compliance by private parties to disputes involving civil cases, including violations of the Mobilehome Residency Law. The thrust of change in this regard should be to improve upon the dissemination of information, upon the procedures, the evidence, and the means of access to the legal system, through which greater enforcement of these civil provisions can be obtained.

SECTION VI

A P P E N D I X

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THE MOBILEHOME RESIDENCY LAW

BACKGROUND

The Mobilehome Residency Law (MRL) was enacted in 1978 by Senate Bill 2119 (Mills), which brought under one fold a variety of existing statutes relating to mobilehome park tenancies which had been scattered throughout the Civil Code. Since 1978, a number of the provisions of the MRL have been added or amended.

The Mobilehome Residency Law is basically a set of rules by which park owners and park residents should operate. Violations of those rules, like most other Civil Code provisions, are self-enforcing - that is, it is up to the parties in question to enforce the Mobilehome Residency Law against one another in court. The Department of Housing and Community Development does not have the authority to enforce the Mobilehome Residency Law. For example, it is up to the park owner, not the state, to evict a tenant because of non-payment of rent. By the same token, a park resident, not the state, must take the owner to court to enforce a notice or other requirement of the Mobilehome Residency Law, or obtain an injunction, if the park owner will not otherwise abide by its provisions.

In this regard the Mobilehome Residency Law is more comprehensive than provisions which exist for other landlord-tenant relationships. The major areas addressed in the Mobilehome Residency Law include: rental agreements, rules and regulations, notices, eviction and termination of tenancy, transfer or sale of a mobilehome, resident fees and charges, and clubhouse meetings.

The following is an updated January, 1987 copy of the specific provisions of the Mobilehome Residency Law (California Civil Code). Underlined portions of the main text indicate changes made in the 1986 legislative session.

CIVIL CODE

Part 2

Chapter 2.5

MOBILEHOME RESIDENCY LAW

Article	Section
1. General.	798
2. Rental Agreement	798.15
3. Rules and Regulations.	798.25
4. Fees and Charges	798.30
5. Tenant Meetings.	798.50
6. Termination of Tenancy	798.55
7. Transfer of Mobilehome and Mobilehome Park . . .	798.70
8. Actions, Proceedings and Penalties	798.84
9. Subdivisions, Cooperatives and Condominiums. . .	799

Article 1

Sec. 798. Citation and application of chapter

This chapter shall be known and may be cited as the "Mobilehome Residency Law." It shall apply only to a mobilehome that requires a permit to be moved on a street or highway.

Sec. 798.1 Application of definitions

Unless the provisions or context otherwise requires, the following definitions shall govern the construction of this chapter.

Sec. 798.2 Management

"Management" means the owner of a mobilehome park or an agent or representative authorized to act on his behalf in connection with matters relating to a tenancy in the park.

Sec. 798.3 Mobilehome

"Mobilehome" is a structure designed for human habitation and for being moved on a street or highway under permit pursuant to Section 35790 of the Vehicle Code. Mobilehome includes a manufactured home, as defined in Section 18007 of the Health and Safety Code, and a mobilehome, as defined in Section 18008 of the

Health and Safety Code, but does not include a recreational vehicle, as defined in Section 799.24 of this code and Section 18010 of the Health and Safety Code or a commercial coach as defined in Section 18001.8 of the Health and Safety Code.

Sec. 798.4 Mobilehome park

"Mobilehome park" is an area of land where two or more mobilehome sites are rented, or held out for rent, to accommodate mobilehomes used for human habitation.

Sec. 798.6 Park

"Park" is a mobilehome park.

Sec. 798.8 Rental agreement

"Rental agreement" is an agreement between the management and the homeowner establishing the terms and conditions of a park tenancy. A lease is a rental agreement.

Sec. 798.9 Homeowner

"Homeowner" is a person who has a tenancy in a mobilehome park under a rental agreement.

Sec. 798.10 Change of use

"Change of use" means a use of the park for a purpose other than the rental, or the holding out for rent, of two or more mobilehome sites to accommodate mobilehomes used for human habitation, and does not mean the adoption, amendment, or repeal of a park rule or regulation. A change of use may affect an entire park or any portion thereof. "Change of use" includes, but is not limited to, a change of the park or any portion thereof to a condominium, stock cooperative, planned unit development, or any form of ownership where spaces within the park are to be sold.

Sec. 798.11 Resident

"Resident" is a homeowner or other person who lawfully occupies a mobilehome.

Sec. 798.12 Tenancy

"Tenancy" is the right of a homeowner to the use of a site within a mobilehome park on which to locate, maintain, and occupy a mobilehome, site improvements, and accessory structures for human habitation, including the use of the services and facilities of the park.

Article 2
RENTAL AGREEMENT

Sec. 798.15 Writing; required contents

The rental agreement shall be in writing and shall contain, in addition to the provisions otherwise required by law to be included, all of the following:

- (a) The term of the tenancy and the rent therefor.
- (b) The rules and regulations of the park.
- (c) The language of the provisions of this chapter. A copy of the text of this chapter attached as an exhibit shall be deemed to satisfy the requirements of this section.
- (d) A provision specifying that it is the responsibility of the management to provide and maintain physical improvements in the common facilities in good working order and condition.
- (e) A description of the physical improvements to be provided the homeowner during his or her tenancy.
- (f) A provision listing those services which will be provided at the time the rental agreement is executed and will continue to be offered for the term of tenancy and the fees, if any, to be charged for those services.
- (g) A provision stating that management may charge a reasonable fee for services relating to the maintenance of the land and premises upon which a mobile-home is situated in the event the homeowner fails to maintain such land or premises in accordance with the rules and regulations of the park after written notification to the homeowner and the failure of the homeowner to comply within 14 days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by management if the services are performed by management or its agent.
- (h) All other provisions governing the tenancy.

Sec. 798.16 Inclusion of other provisions

The rental agreement may include such other provisions permitted by law, but need not include specific language contained in state or local laws not a part of this chapter.

Sec. 798.17 Long-term rental agreements exempt from rent control

- (a) Rental agreements meeting the criteria of subdivision (b) shall be exempt from any ordinance, rule, regulation, or initiative measure adopted by any

local governmental entity which establishes a maximum amount that a landlord may charge a tenant for rent. The terms of such a rental agreement shall prevail over conflicting provisions of such an ordinance, rule, regulation, or initiative measure limiting or restricting rents in mobilehome parks only during the term of the rental agreement or one or more uninterrupted, continuous extensions thereof. If the rental agreement is not extended and no new rental agreement in excess of 12 months' duration is entered into, then the last rental rate charged for the space under the previous rental agreement shall be the base rent for purposes of applicable provisions of law concerning rent regulation, if any.

The first paragraph of a rental agreement entered into pursuant to this section shall contain a provision notifying the homeowner that the agreement will be exempt from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity which establishes a maximum amount that a landlord may charge a tenant for rent.

(b) Rental agreements subject to this section shall meet all of the following criteria:

(1) The rental agreement shall be in excess of 12 months' duration.

(2) The rental agreement shall be entered into between the management and a homeowner for the personal and actual residence of the homeowner.

(3) The homeowner shall have at least 30 days from the date the rental agreement is first offered to the homeowner to accept or reject the agreement.

(4) The homeowner who executes a rental agreement offered pursuant to this section may void such agreement by notifying management in writing within 72 hours of the homeowner's execution of the rental agreement.

(c) The homeowner shall have the option to reject the offered rental agreement and instead accept a rental agreement for a term of 12 months or less from the date the offered agreement begins. In the event the homeowner elects to have a rental agreement for a term of 12 months or less, including a month-to-month agreement, the agreement shall contain the

same "rental charges" terms and conditions as the offered rental agreement during the first 12 months, except for options contained in the offered rental agreement to extend or renew the agreement.

- (d) Nothing in subdivision (c) shall be construed to prohibit management from offering gifts of value, other than rental rate reductions, to homeowners who execute a rental agreement pursuant to this section.
(Amended by Statutes of 1986, Chapter 1416, SB 2141--L. Greene)

This section does not apply to or supersede other provisions of this part or other state law.

Sec. 798.18 Term; comparable monthly charges

- (a) A homeowner shall be offered a rental agreement for
- (1) a term of 12 months, or
 - (2) a lesser period as the homeowner may request, or
 - (3) a longer period as mutually agreed upon by both the homeowner and management.
- (b) No such agreement shall contain any terms or conditions with respect to charges for rent, utilities, or incidental reasonable service charges that would be different during the first 12 months of the agreement from the corresponding terms or conditions that would be offered to the homeowners on a month-to-month basis.

Sec. 798.19 Waiver of rights; public policy

No rental agreement for a mobilehome shall contain a provision by which the homeowner waives his or her rights under the provisions of Articles 1 to 8 inclusive, of this chapter. Any such waiver shall be deemed contrary to public policy and void.

Sec. 798.20 Discrimination

Membership in any private club or organization which is a condition for tenancy in a park shall not be denied on the basis of race, color, religion, sex, national origin, ancestry, or marital status.

Sec. 798.22 Recreational vehicles in mobilehome parks; designated areas

- (a) In any new mobilehome park that is developed after January 1, 1982, mobilehome spaces shall not be

rented for the accommodation of recreational vehicles as defined by Section 799.24 unless the mobilehome park has a specifically designated area within the park for recreational vehicles, which is separate and apart from the area designated for mobilehomes. Recreational vehicles may be located only in the specifically designated area.

- (b) Any new mobilehome park that is developed after January 1, 1982, is not subject to the provisions of this section until 75 percent of the spaces have been rented for the first time.

Article 3

Rules and Regulations

Sec. 798.24 Common area facilities; hours

Each common area facility shall be open or available to residents at all reasonable hours and the hours of the common area facility shall be posted at the facility.

Sec. 798.25 Amendments; time; consent of homeowner; notice

A rule or regulation of the park may be amended at any time with the consent of a homeowner, or without his or her consent upon written notice to him or her of not less than six months, except for regulations applicable to recreational facilities which may be amended without his or her consent upon written notice to him or her of not less than 60 days. Written notice to a new homeowner, whose tenancy commences within the required period of notice of a proposed amendment shall constitute compliance with this section where the written notice is given to him or her before the inception of his or her tenancy.

Sec. 798.26 Right of entry by ownership or management; consent; revocation

- (a) Except as provided in subdivision (b), and notwithstanding any other provision of law to the contrary, the ownership or management of a park, subdivision, cooperative, or condominium for mobilehomes shall have no right of entry to a mobilehome without the prior written consent of the resident. Such consent may be revoked in writing by the resident at any time. The ownership or management shall have a right of entry upon the land upon which a mobilehome is situated for maintenance of utilities, for maintenance of the premises in accordance with the rules and regulations of the park when the homeowner or

resident fails to so maintain the premises, and protection of the mobilehome park, subdivision, cooperative, or condominium at any reasonable time, but not in a manner or at a time which would interfere with the resident's quiet enjoyment.

- (b) The ownership or management of a park, subdivision, cooperative, or condominium for mobilehomes may enter a mobilehome without the prior written consent of the resident in case of an emergency or when the resident has abandoned the mobilehome.

Sec. 798.27 Written notice of nature of zoning permit and duration of lease to homeowners and prospective homeowners

- (a) The management shall give written notice to all homeowners and prospective homeowners concerning the following matters: (1) The nature of the zoning or use permit under which the mobilehome park operates. If the mobilehome park is operating pursuant to a permit subject to a renewal or expiration date, the relevant information and dates shall be included in the notice. (2) The duration of any lease of the mobilehome park, or any portion thereof, in which the management is a lessee.
- (b) If a change occurs concerning the zoning or use permit under which the park operates or a lease in which the management is a lessee, all homeowners shall be given written notice within 30 days of such change. Notification regarding the change of use of the park, or any portion thereof, shall be governed by subdivision (f) of Section 798.56. A prospective homeowner shall be notified prior to the inception of the tenancy.

Sec. 798.28 Disclosure of mobilehome park owner

The management of a mobilehome park shall disclose, in writing, the name of the mobilehome park owner upon the request of a homeowner.

Article 4

FEES AND CHARGES

Sec. 798.30 Notice of rent increase

The management shall give a homeowner written notice of any increase in his or her rent at least 60 days before the date of the increase.

Sec. 798.31 Authorized fees

A homeowner shall not be charged a fee for other than rent, utilities, and incidental reasonable charges for services actually rendered. A homeowner shall not be charged a fee for obtaining a lease on a mobilehome lot for (1) a term of 12 months, or (2) a lesser period as the homeowner may request. A fee may be charged for a lease of more than one year if the fee is mutually agreed upon by both the homeowner and management.

Sec. 798.32 Charge for unlisted services; notice

A homeowner shall not be charged a fee for services actually rendered which are not listed in the rental agreement unless he or she has been given written notice thereof by the management, at least 60 days before imposition of the charge.

Sec. 798.33 Pets

A homeowner shall not be charged a fee for keeping a pet in the park unless the management actually provides special facilities or services for pets. If special pet facilities are maintained by the management, the fee charge shall reasonably relate to the cost of maintenance of the facilities or services and the number of pets kept in the park.

Sec. 798.34 Guests

- (a) A homeowner shall not be charged a fee for a guest who does not stay with him or her for more than a total of 20 consecutive days or a total of 30 days in a calendar year. Such a guest will not be required to register with the management.
- (b) A homeowner who is living alone and who wishes to share his or her mobilehome with one person may do so, and a fee shall not be imposed by management for such person. Such person shall be considered a guest of the homeowner and any agreement between the homeowner and such person shall not change the terms and conditions of the rental agreement between management and the homeowner. Such guest shall comply with the provisions of the rules and regulations of the mobilehome park.

Sec. 798.35 Number of immediate family members

A homeowner shall not be charged a fee based on the number of members in his or her immediate family. As used in this section, the "immediate family" includes the homeowner, his or her spouse, their parents, and their children.

Sec. 798.36 Rule enforcement

A homeowner shall not be charged a fee for the enforcement of any of the rules and regulations of the park, except a reasonable fee may be charged by management for the maintenance of the land and premises upon which the mobilehome is situated in the event the homeowner fails to do so in accordance with the rules and regulations of the park after written notification to the homeowner and the failure of the homeowner to comply within 14 days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by management if the services are performed by management or its agent.

Sec. 798.37 Entry, installation or hookup fees; landscaping and maintenance charges

A homeowner shall not be charged a fee for the entry, installation, hookup, or landscaping as a condition of tenancy except for an actual fee or cost imposed by a local governmental ordinance or requirement directly related to the occupancy of the specific site upon which the mobilehome is located and not incurred as a portion of the development of the mobilehome park as a whole. However, reasonable landscaping and maintenance requirements may be included in the park rules and regulations. The management shall not require a homeowner or prospective homeowner to purchase, rent, or lease goods or services for landscaping from any person, company, or corporation.

Sec. 798.38 Utility meter service; billing; rate schedule

Where the management provides both master and submeter service of utilities to a homeowner, for each billing period the cost of the charges for the period shall be separately stated along with the opening and closing readings for his meter. The management shall post in a conspicuous place, the prevailing residential utilities rate schedule as published by the serving utility.

Sec. 798.40 Lien or security interest by mutual agreement; exception

The management shall not acquire a lien or security interest, other than an interest arising by reason of process issued to enforce a judgment of any court, in a mobilehome located in the park unless it is mutually agreed upon by both the homeowner and management. Any billing and payment upon the obligation shall be kept separate from current rent.

(Added by Statutes of 1986, Chapter 390, AB 2925--Frizzelle)

Article 5
HOMEOWNER MEETINGS

Sec. 798.50 Use of community or recreation halls

The management shall permit meetings by homeowners or residents of a mobilehome in the park, or any or all of them, relating to mobilehome living or social or educational purposes to be held in any of the park community or recreation halls if the meeting is held at a reasonable hour and when the facility is not otherwise in use.

Sec. 798.51 Meetings and consultation by management with tenants; notice

The management shall meet and consult with the homeowners, upon written request, within 30 days of the request, either individually, collectively, or with representatives of a group of homeowners who have signed a request to be so represented on the following matters:

- (a) Amendments to park rules and regulations.
- (b) Standards for maintenance of physical improvements in the park.
- (c) Addition, alteration, or deletion of service, equipment or physical improvements.

(d) Rental agreements offered pursuant to Section 798.17.

(Amended by Statutes of 1986, Chapter 1416, SB 2141--L.Greene)

Any collective meeting shall be conducted only after notice thereof has been given to all the requesting homeowners 10 days or more before the meeting.

Article 6
TERMINATION OF TENANCY

Sec. 798.55 Protection from actual or constructive eviction; termination or refusal to renew; reasons; notice; time

- (a) The Legislature finds and declares that, because of the high cost of moving mobilehomes, the potential for damage resulting therefrom, the requirements relating to the installation of mobilehomes, and the cost of landscaping or lot preparation, it is necessary that the owners of mobilehomes occupied

within mobilehome parks be provided with the unique protection from actual or constructive eviction afforded by the provisions of this chapter.

- (b) The management shall not terminate or refuse to renew a tenancy, except for a reason specified in this article and upon the giving of written notice to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure, to remove the mobilehome from the park within a period of not less than 60 days, which period shall be specified in the notice. A copy of this notice shall be sent to the legal owner, as defined in Section 18005.8 of the Health and Safety Code, each junior lienholder, as defined in Section 18005.3 of the Health and Safety Code, and the registered owner of the mobilehome, if other than the homeowner, by United States mail within 10 days after notice to the homeowner, addressed to the legal owner, each junior lienholder, and the registered owner at their addresses, as set forth in the registration card specified in Section 18091.5 of the Health and Safety Code.

Sec. 798.56 Authorized reasons for termination

A tenancy shall be terminated by the management only for one or more of the following reasons:

- (a) Failure of the homeowner or resident to comply with a local ordinance or state law or regulation relating to mobilehomes within a reasonable time after the homeowner receives a notice of noncompliance from the appropriate governmental agency.
- (b) Conduct by the homeowner or resident, upon the park premises, which constitutes a substantial annoyance to other homeowners or residents.
- (c) Failure of the homeowner or resident to comply with a reasonable rule or regulation of the park as set forth in the rental agreement or any amendment thereto.

No act or omission of the homeowner or resident shall constitute such a failure to comply unless and until the management has given the homeowner written notice of the alleged rule or regulation violation and the homeowner or resident has failed to adhere to the rule or regulation within seven days. However, if a homeowner has been given a written notice of an alleged violation of the same rule or

regulation on three or more occasions within a 12 month period after the homeowner or resident has violated that rule or regulation, no written notice shall be required for a subsequent violation of the same rule or regulation.

Nothing in this subdivision shall relieve the management from its obligation to demonstrate that a rule or regulation has in fact been violated.

- (d) Nonpayment of rent, utility charges, or reasonable incidental service charges; provided, that the homeowner shall be given a three-day written notice to pay the amount due or to vacate the tenancy. The three-day written notice shall be given to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure. Such notice may be given at the same time as the 60 days' notice required for termination of the tenancy. Payment by the homeowner prior to the expiration of the three-day notice period, or payment by the legal owner, as defined in Section 18005.8 of the Health and Safety Code, any junior lienholder, as defined in Section 18005.3 of the Health and Safety Code, or the registered owner, as defined in Section 18009.5 of the Health and Safety Code, if other than the homeowner, on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice to the legal owner, each junior lienholder, and the registered owner provided in subdivision (b) of Section 798.55, shall cure a default under this subdivision with respect to such payment. The homeowner shall remain liable for all payments due up until the time the tenancy is vacated.

Cure of a default of rent, utility charges, or reasonable incidental service charges by the legal owner, any junior lienholder, or the registered owner, if other than the homeowner, as provided by this subdivision, may not be exercised more than twice during the term of the tenancy.

- (e) Condemnation of the park.
- (f) Change of use of the park or any portion thereof, provided:
 - (1) The management gives the homeowners at least 15 days' written notice that the management will be appearing before a local governmental board, commission, or body to request permits for a change of use of the mobilehome park.

- (2) After all required permits requesting a change of use have been approved by the local governmental board, commission, or body, the management shall give the homeowners six months or more written notice of termination of tenancy.

If the change of use requires no local governmental permits, then notice shall be given 12 months or more prior to the management's determination that a change of use will occur. The management in the notice shall disclose and describe in detail the nature of the change of use.

- (3) The management gives each proposed homeowner written notice thereof prior to the inception of his or her tenancy that the management is requesting a change of use before local governmental bodies or that a change of use request has been granted.
- (4) The notice requirements for termination of tenancy set forth in Sections 798.56 and 798.57 shall be followed if the proposed change actually occurs.
- (5) A notice of a proposed change of use given prior to January 1, 1980, which conforms to the requirements in effect at that time shall be valid. The requirements for a notice of a proposed change of use imposed by this subdivision shall be governed by the law in effect at the time the notice was given.

Sec. 798.57 Statements of Reasons in notice

The management shall set forth in a notice of termination, the reason relied upon for the termination with specific facts to permit determination of the date, place, witnesses, and circumstances concerning that reason. Neither reference to the section number or a subdivision thereof, nor a recital of the language of this article will constitute compliance with this section.

Sec. 798.58 Termination to make space for buyer of mobilehome from park owner prohibited

No tenancy shall be terminated for the purpose of making a homeowner's site available for a person who purchased a mobilehome from the owner of the park or his agent.

Sec. 798.59 Notice by tenant; time

A homeowner shall give written notice to the management of not less than 60 days before vacating his or her tenancy.

Sec. 798.60 Application of other laws

The provisions of this article shall not affect any rights or proceedings set forth in Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure except as otherwise provided herein.

Sec. 798.61 Abandoned mobilehomes; definition; determination; notice; petition for declaration of abandonment; hearing; judgment; redemption; inventory; notice of intent to sell; storage costs; public sale; accounting; title

- (a) As used in this section, "abandoned mobilehome" means a mobilehome (1) less than 12 feet in width, (2) located in a mobilehome park on a site for which no rent has been paid to the management for the preceding 60 days, (3) that is unoccupied, and (4) which the management reasonably believes to be abandoned.
- (b) After determining a mobilehome in a mobilehome park to be an abandoned mobilehome, the management shall post a notice to that effect on the mobilehome for not less than 30 days, and shall deposit copies of the notice in the United States mail, postage prepaid, addressed to the homeowner at the last known address and to any known registered owner, if different from the homeowner, and to any known holder of a security interest in the mobilehome. This notice shall be mailed by registered mail with a return receipt requested.
- (c) Thirty or more days following posting pursuant to subdivision (a), the management may file a petition in the municipal or justice court for the judicial district in which the mobilehome park is located for a judicial declaration of abandonment of the mobilehome. Copies of the petition shall be served upon the homeowner, any known registered owner, and any known person having a lien or security interest of record in the mobilehome. This service may be by publication under the conditions and in the manner specified in Section 415.50 of the Code of Civil Procedure.
- (d) Hearing on the petition shall be given precedence over other matters on the court's calendar. In no

event shall the hearing be scheduled more than 60 days following initial posting under subdivision (b). If, upon the hearing, the petitioner shows by a preponderance of the evidence that the mobilehome meets the criteria for an abandoned mobilehome and no party establishes an interest therein at the hearing, the court shall enter a judgment of abandonment, determine the amount of charges to which the petitioner is entitled, and award costs to the petitioner. However, at any time prior to sale under this section, any person having a right to possession of the mobilehome may recover it upon payment to the management of all rent or other charges due, including reasonable costs of storage and other costs awarded by the court.

- (e) Within 10 days following a judgment of abandonment, the management shall enter the abandoned mobilehome and complete an inventory of the contents and submit the inventory to the court. During this period the management shall post and mail notice of intent to sell the abandoned mobilehome and its contents under this section, and announcing the date of sale, in the same manner as provided for the notice of determination of abandonment under subdivision (b), and by publication in a newspaper of general circulation published in the city in which the park is located or, if located in an unincorporated area, in the county where the park is located.
- (f) Prior to the sale, the abandoned mobilehome and its contents shall not be moved from its site, but the management shall be entitled to storage costs in the same amount as the contract rent and other charges that would be applicable if the mobilehome had not been abandoned.
- (g) Not less than 30 days following the judgment of abandonment, the management may conduct a public sale of the abandoned mobilehome and its contents. The management may bid at the sale and shall have the right to offset its bids to the extent of the total amount due it under this section. The proceeds of the sale shall be retained by the management, but any unclaimed amount thus retained over and above the amount to which the management is entitled under this section shall be deemed abandoned property and shall be paid into the treasury of the county in which the sale took place within 30 days of the date of the sale. The former homeowner or any other owner may claim any or all of that unclaimed amount within one year from the date of

payment to the county by making application to the county treasurer or other official designated by the county. If the county pays any or all of that unclaimed amount to a claimant, neither the county nor any officer or employee of the county is liable to any other claimant as to the amount paid.

(h) Within 30 days of the date of the sale, the management shall submit to the court an accounting of the moneys received from the sale and the disposition of the money and the items contained in the inventory submitted to the court pursuant to subdivision (e).

(i) The management shall provide the purchaser at the sale with a copy of the judgment of abandonment and evidence of title, as shall be specified by the State Department of Housing and Community Development, which shall register title in the mobilehome to the purchaser upon presentation thereof. The sale shall pass title to the mobilehome to the purchaser free of any prior interest, including any security interest or lien, in the mobilehome.

(Added by Statutes of 1986, Chapter 1153, AB 3225--Lewis)

Article 7

TRANSFER OF MOBILEHOME OR MOBILEHOME PARK

(Heading amended by Statutes 1986, Chapter 648, SB 1769--Craven)

Sec. 798.70 Advertising

A homeowner or his or her agent may advertise the sale or exchange of his or her mobilehome, or if not prohibited by the terms of an agreement with the management, may advertise the rental of his or her mobilehome, by displaying a sign in the window of the mobilehome, or by a sign posted on the side of the mobilehome facing the street, stating that the mobilehome is for sale or exchange or, if not prohibited, for rent by the owner of the mobilehome or his or her agent. The sign shall state the name, address, and telephone number of the owner of the mobilehome or his or her agent and shall not exceed 24 inches in width and 18 inches in height.

(Amended by Statutes 1986, Chapter 174, AB 3709--Peace)

Sec. 798.71 Management showing or listing for sale a manufactured home or mobilehome; written authorization

The management shall not show or list for sale a manufactured home or mobilehome without first obtaining the owner's written authorization. The authorization shall specify the terms and conditions regarding the showing or listing.

Nothing in this section shall be construed as affecting the provisions of the Health and Safety Code governing the licensing of manufactured home or mobilehome salespersons or dealers.

Sec. 798.72 Transfer or selling fee; request for service

The management shall not charge a homeowner or his or her agent a transfer or selling fee as a condition of a sale of his mobilehome within a park unless the management performs a service in the sale. The management shall not perform any such service in connection with the sale unless so requested, in writing, by the homeowner or his or her agent.

Sec. 798.73 Removal of mobilehome upon sale to third party; conditions

The management shall not require the removal of a mobilehome from the park in the event of its sale to a third party during the term of the homeowner's rental agreement. However, in the event of a sale to a third party, in order to upgrade the quality of the park, the management may require that a mobilehome be removed from the park where:

- (a) It is less than 10 feet wide.
- (b) It is more than 20 years old, or more than 25 years old if manufactured after September 15, 1971, and is 20 feet wide or more and the mobilehome does not comply with the health and safety standards provided in Sections 18550, 18552, and 18605 of the Health and Safety Code, and the regulations established thereunder.
- (c) The mobilehome is more than 17 years old, or more than 25 years old if manufactured after September 15, 1971, and is less than 20 feet wide and the mobilehome does not comply with the construction and safety standards under Sections 18550, 18552, and 18605 of the Health and Safety Code, and the regulations established thereunder.
- (d) It is in a significantly rundown condition or in disrepair, as determined by the general condition of the mobilehome and its acceptability to the health and safety of the occupants and to the public, exclusive of its age. The management shall use reasonable discretion in determining the general condition of the mobilehome and its accessory structures. The management shall bear the burden of demonstrating that the mobilehome is in a significantly rundown condition or in disrepair.

Sec. 798.74 Prior approval of purchaser; grounds for withholding; informing homeowner; credit rating fee refund

- (a) The management may require the right of prior approval of a purchaser of a mobilehome that will remain in the park and that the selling homeowner or his or her agent give notice of the sale to the management before the close of the sale. Approval cannot be withheld if the purchaser has the financial ability to pay the rent and charges of the park unless the management reasonably determines that, based on the purchaser's prior tenancies, he or she will not comply with the rules and regulations of the park. If the ownership or management rejects a purchaser as a prospective homeowner, the ownership or management shall inform the selling homeowner in writing of its reasons for the rejection.
- (b) If the management collects a fee or charge from a prospective purchaser of a mobilehome in order to obtain a financial report or credit rating, the full amount of the fee or charge shall be credited toward payment of the first month's rent for that mobilehome purchaser. If, for whatever reason, the prospective purchaser is rejected by the management, the management shall refund to the prospective purchaser the full amount of that fee or charge within 30 days from the date of rejection. If the prospective purchaser is approved by the management, but, for whatever reason, the prospective purchaser elects not to purchase the mobilehome, the management may retain the fee, or a portion thereof, to defray its administrative costs under this section.

Sec. 798.75 Sale or transfer of mobilehome to remain in park; required documents

An escrow, sale, or transfer agreement involving a mobilehome located in a park at the time of the sale, where the mobilehome is to remain in the park, shall contain a provision signed by the purchaser stating that, by such signature he or she has agreed to the terms of a rental agreement. A copy of a fully executed rental agreement signed by both the purchaser and park management will satisfy the requirements of this section. In the event the purchaser fails to execute the rental agreement, the purchaser shall not have any rights of tenancy.

Sec. 798.76 Purchaser; compliance with adults only regulation

The management may require that a purchaser of a mobilehome which will remain in the park, comply with any rule or regulation limiting residency to adults only.

Sec. 798.77 Waiver of rights; public policy

No rental or sale agreement shall contain a provision by which the purchaser or homeowner waives his or her rights under this chapter. Any such waiver shall be deemed contrary to public policy and shall be void and unenforceable.

Sec. 798.78 Rights of heir or joint tenant of owner

An heir or joint tenant who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who is a homeowner shall have the right to sell the mobilehome to a third party in accordance with the provisions of this article, but only if all the homeowner's responsibilities and liabilities to the management regarding rent, utilities, and reasonable maintenance of the mobilehome and its premises which have arisen after the transfer of ownership to the heir or joint tenant have been satisfied up until the date the mobilehome is resold.

Sec. 798.79 Repossession of mobilehome; sale to third party

Any legal owner or junior lienholder who forecloses on his or her security interest in a mobilehome located in a mobilehome park shall have the right to sell the mobilehome within the park to a third party in accordance with the provisions of this article, but only if all the homeowner's responsibilities and liabilities to the management regarding rent, utilities, and reasonable maintenance of a mobilehome and its premises are satisfied by the foreclosing creditor through the date the mobilehome is resold.

Sec. 798.80 Offer to sell park or entry into listing agreement for sale of park; notice by owner to officers of resident organization

- (a) When the owner of a mobilehome park enters into a written listing agreement with a licensed real estate broker, as defined in Article 1 (commencing with Section 10130) of Chapter 2 of Part 1 of Division 4 of the Business and Professions Code, for the sale of the park, or offers to sell the park to any party, the owner shall provide written notice by first-class mail or by personal delivery to the president, secretary, and treasurer of a resident organization formed pursuant to Section 50561 of the Health and Safety Code, not less than 10 days but no more than 30 days prior to entering into any written listing agreement for the sale of the park, or making any offer to sell the park to any party. An offer to sell a park shall not be construed as an offer under this subdivision unless it is initiated by the park owner or agent.

(b) An owner of a mobilehome park shall not be required to comply with subdivision (a) unless the following conditions are met:

(1) The resident organization has first furnished the park owner or park manager a written notice of the name and address of the president, secretary, and treasurer of the resident organization to whom the notice of sale shall be given.

(2) The resident organization has first notified the park owner or manager in writing that the park residents are interested in purchasing the park. The initial notice by the resident organization shall be made prior to a written listing or offer to sell the park by the park owner, and the resident organization shall give subsequent notice once each year thereafter that the park residents are interested in purchasing the park.

(3) The resident organization has furnished the park owner or park manager a written notice, within five days, of any change in the name or address of the officers of the resident organization to whom the notice of sale shall be given.

(c) Nothing in this section affects the validity of title to real property transferred in violation of this section, although a violation shall subject the seller to civil action pursuant to Article 8 (commencing with Section 798.84) by homeowner residents of the park or the resident organization.

(d) Nothing in this section affects the ability of a licensed real estate broker, as defined in Article 1 (commencing with Section 10130) of Chapter 3 of Part 1 of Division 4 of the Business and Professions Code, to collect a commission pursuant to an executed contract between the broker and the mobilehome park owner.

(e) This section does not apply to any of the following:

(1) Any sale or other transfer by a park owner who is a natural person to any relation specified in Section 6401 or 6402 of the Probate Code.

(2) Any transfer by gift, devise, or operation of law.

(3) Any transfer by a corporation to an affiliate. As used in this paragraph, "affiliate" means any shareholder of the transferring corporation, any

corporation or entity owned or controlled, directly or indirectly, by the transferring corporation, or any other corporation or entity controlled, directly or indirectly, by any shareholder of the transferring corporation.

- (4) Any transfer by a partnership to any of its partners.
- (5) Any conveyance resulting from the judicial or nonjudicial foreclosure of a mortgage or deed of trust encumbering a mobilehome park or any deed given in lieu of such a foreclosure.
- (6) Any sale or transfer between or among joint tenants or tenants in common owning a mobilehome park.
- (7) The purchase of a mobilehome park by a governmental entity under its powers of eminent domain.

(Added by Statutes 1986, Chapter 648, SB 1769--Craven)

Article 8

ACTIONS, PROCEEDINGS, AND PENALTIES

Sec. 798.85 Attorney's fees and costs

In any action arising out of the provisions of this chapter the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party for the purposes of this section if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.

Sec. 798.86 Willful violation by management; additional penalty

In the event a homeowner or former homeowner of a park is the prevailing party in a civil action against the management to enforce his or her rights under the provisions of this chapter, the homeowner, in addition to damages afforded by law, may, in the discretion of the court, be awarded an amount not to exceed five hundred dollars (\$500) for each willful violation of those provisions by the management.

Sec. 798.87 Public nuisances; abatement

- (a) The substantial failure of the management to provide and maintain physical improvements in the common facilities in good working order and condition shall

be deemed a public nuisance. Notwithstanding the provisions of Section 3491, such a nuisance only may be remedied by a civil action or abatement.

- (b) The substantial violation of a mobilehome park rule shall be deemed a public nuisance. Notwithstanding the provisions of Section 3491, such a nuisance only may be remedied by a civil action or abatement.

Article 9

SUBDIVISIONS, COOPERATIVES, AND CONDOMINIUMS

Sec. 799 Definitions

As used in this article:

- (a) "Ownership or management" means the ownership or management of a subdivision, cooperative, or condominium for mobilehomes.
- (b) "Resident" means a person who maintains a residence in a subdivision, cooperative, or condominium for mobilehomes.

Sec. 799.1 Advertising

A resident may advertise the sale or exchange of his or her mobilehome or, if not prohibited by the terms of an agreement with the management or ownership, may advertise the rental of his or her mobilehome by displaying a sign in the window of his or her mobilehome stating that the mobilehome is for sale or exchange or, if not prohibited, for rent by the owner of the mobilehome or his or her agent. The sign shall state the name, address, and telephone number of the owner of the mobilehome or his or her agent, and may be at least 12 inches in width and 12 inches in length.

Sec. 799.2 Listing or showing mobilehome by ownership or management; written authorization

The ownership or management shall not show or list for sale a mobilehome owned by a resident without first obtaining the resident's written authorization. The authorization shall specify the terms and conditions regarding the showing or listing.

Nothing contained in this section shall be construed to affect the provisions of the Health and Safety Code governing the licensing of mobilehome salesmen.

Sec. 799.3 Sale to third party; prohibition against required removal

The ownership or management shall not require the removal of a mobilehome from a subdivision, cooperative, or condominium in the event of its sale to a third party.

Sec. 799.4 Prior approval of purchaser; grounds for withholding

The ownership or management may require the right to prior approval of the purchaser of a mobilehome that will remain in the subdivision, cooperative, or condominium for mobilehomes and that the selling resident or his or her agent give notice of the sale to the ownership or management before the close of the sale. Approval cannot be withheld if the purchaser has the financial ability to pay the fees and charges of the subdivision, cooperative, or condominium, unless the ownership or management reasonably determines that, based on the purchaser's prior residences, he or she will not comply with the rules and regulations of the subdivision, cooperative, or condominium.

Sec. 799.5 Purchaser; compliance with adults only regulation

The ownership or management may require that a purchaser of a mobilehome which will remain in the subdivision, cooperative, or condominium for mobilehomes, comply with any rule or regulation limiting residence therein to adults only.

Sec. 799.6 Waiver of rights; public policy

No agreement shall contain any provision by which the purchaser waives his or her rights under the provisions of this article. Any such waiver shall be deemed contrary to public policy and void and unenforceable.

CORRESPONDENCE RELATING TO ISSUE OF
Mobilehome Residency Law Enforcement Problems

RECEIVED BY MOBILEHOME COMMITTEE

EQUITY STABILIZATION TASK FORCE

77164 Lauppe Lane, Citrus Heights, California 95621

March 16, 1987

President/Chairman of the Board:

John E. Buril
725-9444

Vice President:

Marvin Druckemiller
361-1659

Vice President:

John Bertaut
348-0330

Vice President:

Willis T. Driver
969-6228

Vice President:

Woodrow Hampson
391-6489

Vice President:

Paul Henning
383-1024

Vice President:

Kathy Keller
332-9065

Vice President:

Jim Phillips
922-8582

Vice President:

Albert Ricksecker
726-6416

Vice President:

Del Brey
725-1137

Senator William A. Craven, Chairman
Senate Select Committee on Mobilehomes
State Capitol Room 3070
Sacramento, CA 95814

Honorable Senator Craven:

I wish to thank you sincerely for the opportunity of appearing before you and your committee to testify relative to the enforcement problems of the Mobilehome Residency Law.

As I indicated in the close of my presentation, it is the firm belief of myself and many, many of my associates in the mobilehome communities of Northern California that the present Mobilehome Residency Law while not 100% worthless, is about 98% in need of a comprehensive and consequential rewriting. The laws that we presently have relative to mobilehome parks unmistakably have the heavy imprint of mobilehome park owners who are far more skilled than we are at lobbying in favor of their own selfish interests.

I should like to volunteer myself and the services and resources of our organization to the end that you can call upon us whenever there is going to be a hearing, a conference, or a meeting of any kind relative to changes in the Mobilehome Residency Law. We shall respond immediately and assist in every way that we can to reach solutions to the pervasive problems of coercion, harassments, intimidation that have come to characterize too much of life in the mobilehome communities of California.

I have documents gathered by this committee relative to these abuses, in some cases filling three ring binders two or three inches thick from a single park. I would be glad to share this information with you and your committee to refute the nonsense proffered by the Western Mobilehome Association to the effect that everything is fine in the mobilehome parks and nothing needs to be changed. There is much that needs to be changed. It is not going to be changed with a conference between the WMA and ourselves.

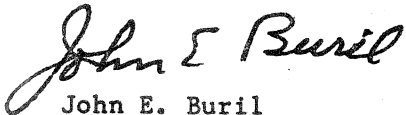
Senator William A. Craven
March 16, 1987
Page 2

Our experience with them is simply this. They will let you talk, and talk, and nothing happens. There is no change in their behavior, no change in their rules, no change in the way they raise the rents exorbitantly to the senior citizens of this state, nor do we expect them to change. Society must meaningfully enter into a redefinition of the power relationships and provide for effective enforcement of the Mobilehome Residency Law.

In this connection, I wish to disavow any interest at all in turning the matter over to an ombudsman in the Dept. of Housing and Community Development whose efforts up to this time have been characterized by substantially complete indifference to the problems dimensioned for you at the hearing on March 3, 1987. The ombudsman, if I understand the definition of the term, is nothing more than a communication link, a facilitator who will disperse information to anyone calling in with complaints. This is all very fine and it is typical of the solutions proffered by the WMA to our pleas for effective controls over the way the rents rise. They are always in favor of endless conversation, hearings, hot lines, and any number of solutions all of which are absolutely ineffective in curbing the abuses that our senior citizens are being subjected to in our mobilehome communities.

On a personal note, we view you, Senator, as one of the champions of the mobile-home community and we look to you for guidance and help in the resolution of these issues, abuses and outrages that threaten to consume the only housing systems that California has that is largely dedicated to housing our senior citizens.

Respectfully and sincerely yours,


John E. Buril

JEB:sh

CC. CH 40

VEDDER PARK MANAGEMENT
1521 W. Glenoaks Boulevard
Glendale, California 91201
(818) 247-6506

March 16, 1987

Honorable Senator William A. Craven
The State Senate
The State Capital
Sacramento, CA 95814

Re: March 3, 1987 Hearing Regarding
Mobilehome Park Matters Before
The Senate Select Committee

Dear Senator Craven:

I'm writing to thank you and the Senate Select Committee for allowing me to present my views on some of the problems parks owners and residents are experiencing in efforts to obtain compliance with the Mobilehome Residency Law and reasonable park rules and regulations.

As I testified, we recently conducted a survey of thousands of residents living in the parks we manage. The survey results indicated that our residents would like to see better means available to enforce rules against speeding, parking in streets and pet problems. In discussions with Homeowners' Committees in 20 parks, it has become clear that we need some middle ground on rule enforcement procedures between the 7-day notice procedure and the termination of tenancy provisions of the Mobilehome Residency Law ("MRL").


In listening to the other testimony at the hearing, I was concerned that some residents continue to have difficulty resolving problems informally at the park level concerning various matters, such as one of the incidents raised involving whether trash collection should be by individual space pick-up or by use of "dumpster" stations placed in the Park. These types of problems clearly can and should be handled between the park owner and residents under the MRL's meet and confer procedures. This particular matter probably escalated into an even longer, drawn-out battle because both sides to the issue ultimately chose to communicate through attorneys instead of face to face.

I was also amazed at some of the complaints raised by the residents who testified. For example, one complaint involved the fact that a roving, nighttime security patrol service employed by the park would shine the vehicle search light between spaces during the patrols. Residents in our parks would be happier if the roving patrols we employ used even brighter lights to illuminate burglars or prevent crime.

Finally, I was very happy to detect a much more cooperative tone between GSMOL and WMA representatives on the subject of achieving better compliance with the MRL provisions. GSMOL and WMA both want happy, safe and secure mobilehome parks. The recent increased level of communication and cooperation between the two organizations should be put to work to solve the problems brought before your Committee before any new form of legislation (such as involving more attorneys through local District Attorney enforcement) is passed.

We would welcome the opportunity to serve on a special Task Force to review Mobilehome Residency Law compliance issues and to recommend positive means to deal with any real enforcement problems which may exist.

Very truly yours,


William C. Schweinfurth
Director of Operations
(2nd Vice President, WMA)

CHAPTER 444
GOLDEN STATE MOBILEHOME OWNERS LEAGUE, INC.
OLYMPIA GLADE MOBILE ESTATES
GRASS VALLEY, CALIFORNIA

March 16, 1987

State of California Legislature
Senate Select Committee on Mobilehomes
1100 J Street, Room 511
Sacramento, California 95814

Attention: Senator William A. Craven, Chairman

Dear Senator Craven:

I was present at the March 3, 1987 Hearing of the Senate Select Committee on Mobilehomes. This was my first immediate observation of state government activity in this area of concern.

The agenda clearly pinpointed the subject to be present enforcement problems with the Mobilehome Residency Law, with alternatives under consideration. During the proceedings approximately eighteen witnesses were heard. These witnesses, for the most part, stayed within the framework of the need rather than the solution. All vented one common interest --- park mismanagement.

One of the last witnesses to speak was William Rickard. His remarks included the consideration that managers and owners of mobilehome parks should be qualified in California's Mobilehome Residency Law. This was somewhat afield from the agenda, but on review may be part of the answer to a proper enforcement program. This letter is to introduce some thoughts in this area.

The licensing of individuals to do business is now most commonplace. It covers many fields of endeavor --- from medical and legal professions to automobile and real estate salespersons. The State of California is an acknowledged leader for assuring the health and welfare of its people are protected by legal requirement as well as legal recourse. Still new to this safety net system is the mobilehome resident.

At this point be reminded we are not dealing with the sale of a faulty used car, a substandard structure or any of a host of other such things. Rather we are dealing with the happiness, dignity, comfort and security of human beings.

I submit that every manager of a mobilehome park in the State of California should be licensed at state level. Requirements might included, but certainly not limited to, such things as being bonded, without criminal record, and the passing of a written examination, both in the area of the law and in appropriate areas of management and business procedure. Enforcement under such a licensing system would be by qualified administrative judges whose authority includes revocation of such license.

Should a park owner manage a park, that individual would be required to be licensed as a manager. Were this license to be revoked, the owner might continue such ownership, but would be required to put in place a qualified manager.

It is my thought that the suggested licensing of managers would provide the following overall benefits:

1. Would protect both the park owner and resident.
2. Would remove at entry level, persons not really suited to manage a mobilehome park.
3. Would place quiet restraint on those holding a license without restricting reasonable authority to administer to the needs of a mobilehome park.
4. Would proportionately reduce times enforcement of Mobilehome Residency Law would be required, thus reduction in costs.

It still holds true, better an ounce of prevention than a pound of cure.

Sincerely,


Walter E. Gregory
President, Chapter 444

MA: Walter E. Gregory
10415 Madrone Way
Grass Valley, CA 95945

(916) 477-2627

CC: Ralph Lewis, Region 11, GSMOL

GOLDEN STATE MOBILHOME OWNERS LEAGUE, INC.



11021 MAGNOLIA BOULEVARD, GARDEN GROVE, CALIFORNIA

P.O. BOX 876, GARDEN GROVE, CALIFORNIA 92642

(714) 826-4071

March 13, 1987

LEGALINE

PATRICEA L. DEAN

ATTORNEY AT LAW
DIRECTOR

Paula J. Villasenor
Assistant to Director

Senator William Craven
Senate Select Committee
On Mobilehomes
State Capital
Sacramento, CA 95814

Dear Senator Craven:

Thank you for the courtesy extended by your committee and your staff at the hearing last week on enforcement of the Mobilehome Residency Law. I was very aware of the constraints on time which were necessary because of the large number of people who wished to have a say. However, for the purposes of the Committee I am offering this elaboration of my suggested remedies for certain problems which appear to be rampant throughout the state.

Many of the widespread complaints concern new buyers of existing homes in parks who are being denied the benefits of the Mobilehome Residency Law. The managements claim that the code has no application to the prospective purchaser could be corrected, I believe, by amending Section 798.9 to clearly indicate the definition of "homeowner" includes a prospective buyer trying to get into a park as well as the person who already "has a tenancy".

It is clear from the testimony I heard (and I'm sure other committee meetings have brought out similar stories), that while parkowners are talking about evictions, evictions and more evictions, the homeowners are testifying about maintenance and problems of living in the parks. From the calls I receive on a statewide WATS line and from the number of complaints being filed in the courts, it appears one of the major causes of contention at the present time between the parkowners and the homeowners is the matter of the maintenance of the parks. It is "maintenance" in the pure health and safety connotation and not simply a matter of cosmetic repairs. These are the types of problems which are also swamping the HCD inspection teams. While it is possible for homeowners to sue under section 798.87 for failure to maintain the premises, such judgments have

Senator William Craven
March 13, 1987
Page Two

been unproductive in bringing about any real changes or "enforcement" of the codes. Therefore, I arrived at my recommendations to the committee.

Firstly, I recommend that the Evidence Code be changed, if necessary, to allow records of prior judgments for health and safety violations, either civil or criminal, to be admitted into evidence in any subsequent civil or criminal action on same or similar charges.

Carrying that thought one step further, Civil Code 798.86 should also be amended to make each subsequent judgment for damages more expensive. In the present section an amount not to exceed \$500.00 for each violation may be awarded by a court. I recommend that sum be increased to "not to exceed a \$1,000.00 per violation on a second judgment" against management and to "not to exceed \$2,000.00 per violation for any successive proceeding" after the first two.

Secondly, Health and Safety Code 18700 presently provides for matters to proceed as misdemeanors for violations of the Mobilehome Parks Act. This code section should also be amended to provide that a second or subsequent conviction should be a felony with a mandatory jail term of at least six months.

Thirdly, I indicated in my testimony, repeated prosecutions and judgments against a parkowner or management company have to date failed to bring about any successful improvement in the situation which caused the suits in the first place. There are presently 4 major suits in 2 states and two sizeable judgments all against one management firm. In more than 25 years experience in legal matters, I do not know of any other industry or group that is allowed to flaunt the laws concerning their industry and still stay in business. Particularly in those businesses which touch upon the health or safety of the general public it is necessary to insist that flagrant violators should be required to

Senator William Craven
March 13, 1987
Page Three

divest themselves of their interest and stay away from that type of business. In this regard we have laws in most states concerning who may operate gambling casinos, liquor sales establishments, convalescent hospitals, foster children care centers, etc. It appears from the amount of testimony that you have heard through the years concerning the actions of the parkowners in not maintaining ordinary safety and health standards in the parks that three or more convictions or judgments against a given parkowner or management company should logically result in an order to divest themselves of all interest in such business and bar them from ever obtaining licenses to operate such businesses again.

Lastly, there are many laws in the State of California dealing with the habitability of rental housing and the consequences of maintaining substandard housing (the so-called slumlord laws). Perhaps the easiest and most economical means by which the state could cause the enforcement of the mobilehome parks laws, and indirectly also the mobilehome residency laws, would be simply to extend the definition of "substandard housing" in Revenue and Taxation Code 17274 to include mobilehome park rental spaces. This section seems to apply to every kind of substandard housing except rental parks. I do not know of any reason in either law or logic why it should not be applied to the parks. In situations where there are gas leaks, hazardous fire situations, spilling sewage, impotable water and other hazards to the health and the safety of people who have substantial investments in their homes on these sites, and notice by the Department of Housing and Community Development fails to bring about substantial repairs within a reasonable period of time, the parkowners would lose tax benefits for those parks that failed to be brought up to code. With regard to a declaration of substandard housing conditions, HCD should be allowed to also consider civil judgments obtained by the homeowners against the parkowner for those types of violations. I have very briefly discussed this latter recommendation with personnel at the Department of Housing and with other groups within the industry and believe that it will gain some wide acceptance. It does not require new law. It is a substantial law on the record and has been

Senator William Craven
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successfully administered for many years. A small amendment will provide a means for Department of Housing to take affirmative action to enforce the codes without having the major burden of legal action by overburdened district attorney staffs. Further, under present law it is an extreme burden to have the homeowners attempting to gain enforcement of maintenance requirements through Civil Code 798.87(a) while management derives massive tax benefits from their misery.

My personal belief in the future of the mobilehome industry and its ability to provide safe, affordable housing gives the impetus to continue to seek answers to the problems. Your interest and assistance, and that of the Committee, is recognized and very much appreciated.

Sincerely,

A handwritten signature in cursive script, reading "Patricia L. Dean".

PATRICEA L. DEAN
Attorney at Law

PLD:pjv

Bessire & Tsenhiser, Inc.

March 6, 1987

Senator Craven
3070 State Capitol
Sacramento, Ca 95814

RE: March 3, 1987 Mobilehome Residency Law Hearing

Dear Senator Craven:

I just wanted to say thank you for the opportunity to air our concerns as mobilehome park management/ownership on the issue of California Civil Code.

I truly feel that there are some legitimate resident complaints but I also feel the majority of owners/operators try to abide by the ever changing mobilehome park laws.

As for some of the testimony given on behalf of the residents, I think you truly need to have staff evaluate the time frames involved. Residents forget to mention when the incidents actually took place and what the law was at that point in time.

As an example, Mr. Foulks case has been reviewed by the Sacramento legal counsel for GSMOL and even they felt his case did not have proper merit for continuation.

The perfect example of a time framing problem was Ms Joyce Kuehn. I know for a fact, because ownership retained our management services in February 1986 to resolve many of the open issues she brought up. You can be assured the practices she led everyone to believe were currently in existence have not been a matter of record since our takeover in February of last year.

Also for the record, Ms Kuehn hasn't even been a resident of the park since August 25, 1986.

If a "Task Force" was established, these type of problem areas could be resolved quite easily.

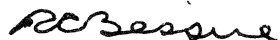
If the ombudsperson appointed by the Governor could prescreen and send questionable problems to a "task force", I would guess 90% of all problems could be resolved in a matter of days and with limited expense involved.

Senator Craven
March 6, 1987
Page Two

You can depend upon the support of myself and the Western Mobilehome Association in trying to resolve mobilehome residency problems in a timely and cost effective manner.

If I can be of any further assistance, please contact me at (714) 594-0501.

Sincerely,

A handwritten signature in cursive script, appearing to read "RC Bessire".

R. C. Bessire, CPM
President

RCB/pr

cc: Denny Amundson, Western Mobilehome Association
Craig Biddle

3/2/87

Senator William Craven
State Capital, Room 3070
Sacramento, Calif 95814

Dear Mr. Craven:

I have been a resident of Santiago Villa Mobile Home Park since 1983. I purchased my home for \$33,000. I currently pay \$281/month in space rent. When I purchased my home there, I agreed to an age limit of 21. While I would have preferred no age limit, this was acceptable to me. I do not favor prohibiting age limits that are voluntarily agreed to. In 1985, an informal survey was conducted to determine whether the residents would prefer an age limit of 55 or conversion to a family park in the event laws changed prohibiting adults only parks.

On December 31, 1985, I received notice of a rule change that included an age limit of 55. The rules were said to be effective on January 1, 1986.

I wrote to the managers, asking that the new age limit never be applied to current residents or their future guests. I informed them that they were in violation of Article 3, sec. 798.25 of the California Civil Code Provisions (Mobilehome Residency Law). I also asked, 'What if I get married; could my spouse move in with me?'

The managers wrote back, 'The "new" rules, which are, for the most part, a re-statement of the "old" rules, are effective immediately with respect to those persons who were not resident in the park on December 31, 1985.'


The managers blatantly violated the law, and refused to correct the situation even when I pointed it out to them.

I feel that no park should ever raise the age limit for a given mobile home unless the owner of that particular home agrees to it. It is not fair to simply apply majority rule to such a small group of people when it comes to something as important as who may live in one's home. The time to pick an age limit is before a homeowner has made his investment.

It is also my contention that the law prohibits an age limit greater than 21. Section 798.74 states that 'Approval cannot be withheld if the purchaser has the financial ability to pay the rent ...', and Section 798.76 permits '... regulation limiting residence to adults only.' This prevents the managers from denying approval on the basis of age to anyone 21 or older.

I have not yet challenged the park rules in court. I intend to wait until I have demonstrable financial harm from their action, such as when the managers deny approval to a roommate or purchaser.

Sincerely,



Donald C Benson
1075 Space Park Way # 129
Mountain View, Ca. 94043
(415) 969-8534 (Home)
(408) 447-5348 (Work)

WHY DOES THIS PARK HAVE A 55 YEAR AGE LIMIT ???????????????????

A petition, asking the owner of the park to lower the age limit from 55 years old to 18, has recently been circulated in the park. One of the petition carriers asked park management to prepare the following explanation, regarding the 55 year old age limit. It is hoped this explanation will help the residents of the park better understand why the age limit exists, and why it is in their best interest to have the limit set.

It was necessary for the owner and management of this park to institute the 55 (and over) age limit, because there are several cases pending in the State Supreme Court affecting the future of "adult" versus "senior" and "family" mobilehome parks. It was hoped that this year, a precedent would be set via the hearing of one, or more, of these cases. That may still happen, however we haven't any control over when court cases are heard, and when they aren't. The necessity for such an age limit evolved due to the fact that a woman living in an adult mobilehome park, became pregnant. Management of that park informed her that she had a year to sell her mobilehome and move, as per the agreement she signed when moving into the park. She (and other similar cases) claim that this is prejudice against children. Whether it is, or isn't, can only be decided by the courts. However, if the court decides that adult parks discriminate against children, then adult parks, by law, will no longer exist. Obviously, if the management at this park, had to accept children then this would be a family park (as opposed to ADULT) and the terminology "ADULT PARK" would become meaningless.

However, both the courts and our society have recognized a special group of citizens. Persons, 55 years old or older, are called senior citizens and are legally recognized as separate from the rest of society. The title "Senior Citizen" allows this group of people certain privileges and benefits, not given to anyone else. It is very likely that senior parks will not be considered a discrimination against children, but rather, a necessary life style for senior adults. This is why this park instituted the 55 year age limit.

(OVER)

WHY DOES THIS PARK HAVE A 55 YEAR AGE LIMIT (cont) ???????????????

Some of you may ask, why we don't lower the age limit, until the court's decision is made. If we did lower the age limit now, it would be impossible to create a senior park the day after the court eliminates "adult parks". When taken to court, most certainly the judge would say that we weren't sincere in our desire to have a senior citizen community, but instead, we are calling ourselves a senior adult park in order to have an all adult park, and thus we are discriminating against children.

It is in everyone's best interest to continue to enforce our existing Park Rules And Regulations, until the Supreme Court rulings are made. At that time, when all facts are available, a decision can be considered about the park's status.

PLEASE!! feel free to drop by the office, if you have further questions.

Sincerely,

Dick & Chris Williams
Dick and Chris Williams/Managers

1/15/86

My letter
to the
managers

To the Managers of Santiago Villa

I have several concerns regarding your Rules and Regulations for 1986.

In the past, you have permitted residents to park in guest spaces when a guest came to visit. This seemed reasonable, and I appreciated being allowed to extend the courtesy of a parking space by my home to visitors. Why have you eliminated this exception in rule #8?

On 1/9/86, a guest of mine parked her Honda with license #839YVN in a guest space. You tagged her car with a Vehicle Violation Notice for parking in the guest area. I will not tolerate any harassment of my visitors. In the event you ever have a guest's car ticketed or towed, I will hold you responsible for all expenses, including compensation for time spent solving the problem and lost use of the vehicle.

Your change of the minimum age limit to 55 presents several problems. You included a letter stating that existing residents may continue to reside in the park. What about existing guests? I have as a guest a 54 year old man who registered with park management, as required, in 1984. Because he is a guest, not a resident, your rules prohibit his remaining in my home for more than 30 days.

In the event my guest leaves, I will want to replace him with another. Since I purchased my home when the age limit was 21, and I was not then given any warning about the change, may I take as a guest (for more than 30 days) someone under the age of 55? What if that person is a relative? What if I get married; could my spouse move in with me?

I was willing to accept an age limit of 21, but I don't think you should deprive me of any use of my home so long as I remain here; the new age limit should not apply to any of my guests.

When I purchased my home, I intended it as an investment. Your prohibiting me from selling to anyone under the age of 55 has greatly reduced the number of people who might buy it. I believe my property would be worth more if I could sell it to another young professional like myself. I believe you have reduced the value of my investment by raising the age limit. To what compensation am I entitled for this monetary loss I believe you have caused me?

Last year, there was a possibility that adult parks would be prohibited. The managers of Santiago Villa conducted a survey to see which of two types of parks the residents would prefer, family or retirement. The option of keeping the age limit at 21 was not addressed in this survey. According to your letter, fewer than 13% of responding residents wanted a family park. As it turns out, however, there is no legal situation forcing you to change the age limit from 21. A law passed last year exempted mobile home parks from a previous law prohibiting discrimination against families. You could leave the age limit at 21. Without any survey indicating how residents feel about that age limit, I would venture that most would have preferred to leave it unchanged. Regardless of what the majority desires, you would still be taking something away from some residents if you raised or lowered the limit.

None of the changes you have attempted to implement are legally in affect at this time. Article 3, sec. 798.25 of the California Civil Code Provisions (Mobilehome Residency Law) prohibits your changing any rule or regulation (except those applicable to recreational facilities) without 6 months notice to the homeowner. Even if you receive consent of other homeowners, ('Residents', in your rules), you must give me such notice. You have attempted to violate this provision of the California Civil Code.

I have been a resident of this park since 1983. I have always paid my rent on time, and I don't believe I have interfered in any way with other residents' peaceful enjoyment of their homes. The actions you have taken force me to fight for un-restricted use of my home. It is not my intention to cause you difficulty, and I do not believe it would impose in any way upon other residents if you continued to permit my use of my home as before.

Please respond in writing to all of my concerns. Hopefully, we can reach an agreement without resorting to legal action.

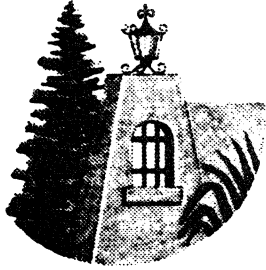
Donald C Benson

Donald C. Benson

#129

(415) 969-8535 (h)

(408) 725-8111 x 3071 (w)



Santiago Villa

1075 SPACE PARK WAY / MOUNTAIN VIEW, CALIFORNIA 94043 / TELEPHONE (415) 969-0102

MOBILE LIVING IN SPANISH SPLENDOR

The Manager's Response

January 22, 1986

Donald C. Benson
Space 129
1075 Space Park Way
Mountain View, Ca 94043

Dear Mr. Benson:

We agree with you that it would be best for everyone concerned if our park could remain an Adult Park.

There has been no change in the rules relating to guest parking. If you wish to park in guest parking so that a temporary guest may park at your space, that will not be a problem. Most Residents, when "tagged" for improper parking, when in fact they have permitted a guest the use of their driveway, are understanding of the fact that I have no way of knowing this. I seldom "tag" a car in guest parking until I find it there continuously. If your guest's car is tagged it is the Resident's responsibility to contact management since the resident host is responsible for his guests.

The "new" rules, which are, for the most part, a re-statement of the "old" rules, are effective immediately with respect to those persons who were not resident in the park on December 31, 1985.

Your concern as to the marketability of your coach is purely conjecture and is speculative. The way to protect your investment is to keep your coach in tip-top condition at all times, and the space upon which it sits properly landscaped and weed-free. The value of your property, as well as the value of your neighbor's property, depends upon your willingness to adhere to the park standards and the rules and regulations in effect.

You don't need to send letters to me by Certified Mail. I don't want an "arms length" relationship with any of the residents of this park and I don't believe I have one.

Hopefully, this letter will set your mind at ease. If you would prefer that the issues be handled through our respective attorneys I will be glad to accomodate you. I hope, however, that the matter has been resolved to your satisfaction.

Yours truly,

H. S. Brown
H. S. Brown, Community Mgr.

SOL B BECKER
ALT. DIRECTOR, REGION 2
17 VIEW RIDGE DRIVE
NOVATO CA 94947

MOBILEHOME RESIDENCY LAW AND ITS ENFORCEMENT PROBLEMS

MEMBERS OF THE SENATE SELECT COMMITTEE

I am Sol Becker, amember of GSMOL for the past seventeen years, most of them spent in the field administering to mobilehome people.

The mobile home park appeared to be the perfect solution some 20 - 25 years ago for affordable housing but now has become a universal nightmare for tens of thousands of people who are on limited income and retirement budgets.

Park owners and speculative investors, long ago, discovered that mobilehome owners were a special breed of pigeon, to be plucked at will, because the laws offered no protection.

True, through the years, the legislature has been very helpful. It has given us mobilehome people the Residency Laws for which we ARE everlastingly grateful. But it fell far short in not providing any enforcement, other than the courts. Many park owners obey the laws, but there are a myriad of owners who scoff and disregard these laws and take advantage knowing full well that the mobilehome owners haven't the resources or the stamina to fight back. It boils down that for every infraction ONE HAS to hire an attorney and threaten court action.

Without a doubt, the lack of rent control is the industries number one problem, park owners have prospered shamefully on the backs of the mobilehome owner, a captured tenant.

But, getting back to the purpose of this hearing, allow me to enumerate some of the complaints that have come my way from our constituents:

Owners arbitrarily deciding to limit the age level of future residents, namely 55, thereby affecting the resale opportunity for many home owners who wish to sell. In some cases, management insists that both man and wife be 55 years of age, and require a signed

statement to that effect.

Park owners not enforcing the very rules which every mobile-home owner has to accept when entering a park.

Drainage problems beset many parks and nothing is done about it. Trees and the roots affect many mobilehomes. Through the years roots have become so large as to threaten the home itself.

Many landlords ferret out ways of increasing revenue, aside from rent raises, they tack on charges that are basically maintenance items and they persist labeling them as capital improvements.

Base rents, which formally included water, gas, electricity and waste disposal, switch to meters and sewer charges without providing any credits from the base rents. Just another method of gouging the public.

I find people paying hidden fees to park owners without even knowing it.

Upon occasion, park owners lease vacant spaces to dealers, for a consideration, so ^{THAT} prospective tenants have to purchase at an excessive price or forfeit the opportunity to enter the park.

There have been lawsuits in the past to correct such situations and people have won in the courts but is it fair to expect retired seniors to have to go through the throes of suing for every infraction of the law? Mobile home parks are moneymakers and can well afford costly settlements.

Members of the committee, the list is endless. It is in your power to correct this insidious condition in the mobile home parks. Usually, just a letter from an authoritative source is all that would be required. Thank you for listening.

Law Offices of
Kenneth H. Carlson
815 S. Central Ave., Suite 12
Glendale, California 91204

(818) 956-5972 (818) 246-3247

February 27, 1987

Senator Craven
SENATE SELECT COMMITTEE ON MOBILEHOMES
1100 "J" Street, Room 511
Sacramento, CA. 95814

Re: Hearing March 3, 1987: needs for improvement

Dear Senator and Committee:

I regret being unable to personally attend your hearing, and thank you for this opportunity for written contribution. I am at your service for elaboration on any of the points discussed herein.

I specialize in landlord-tenant law, and I do a substantial amount of mobilehome law, on the homeowners' side.

"meet and consult"

Civil Code Section 798.51 has such potential for informal dispute resolution through the "meet and consult" provisions, but it lacks clarity and penalties.

Tenants call a meeting, to which the owner sends a representative who sits, arms folded, perhaps asking questions, but making no representation of the owner's position nor any commitment. The owner gets his report of what happened, and unilaterally decides whether he will do anything, at all. The owner claims he has complied with the "meet and consult" requirements. Tenants deny that a meeting and consultation took place, claiming they might just as well have written letters to the owner.

The original author of the law claims that good faith discussion was intended, and that unilateral decision making by park management was the wrong sought to be addressed. The Court will not consider his opinion, and there is no other legislative history on the terms.

If this law is to be other than a meaningless gesture, and the tenants are to have power to impose real bilateral decision making within the limited scope of topics, "meet and consult" should be defined, and penalties should be imposed for failure to comply.

"Meet and consult" should have the same meaning as in the bicameral sessions to resolve differences in bills, or as in labor relations negotiations. Point and counter-point can present an issue, for which reasons and evidence can be presented on each side. Compromise proposals can be made to meet the legitimate objectives of each side. Objections can be satisfied with adjustments to a proposal to meet those objections. Mutually agreed trade-offs can be made where compromise doesn't work. Good faith bargaining is required for the discussion to have effect.

For example, if the residents want to have pets, whom they are willing to restrain, care for, and clean up after, and no other resident objects, where the pet owner will post a damage deposit, or satisfy other financial criteria, the management's bare refusal to permit pets without any reason would not be in good faith. If the residents wanted to know what objections the owner had, and he refused to give such objections, or refused to consider adjustments to meet those objections on grounds that he had already "met" with them, this also would be in bad faith.

Without clear guidelines, an owner who simply refuses to relinquish a portion of his power can be as obstinate as he pleases, and the Courts lack the clarity to impose an injunction that would change the owner's conduct.

Without penalties, the owner's refusal to meet and consult in a meaningful way becomes a tactic to wear the residents out, delay consideration until after the question is moot, or require a prohibitively expensive litigation cost over an issue which does not merit such cost, and thereby disembowel your meet and consult requirement. Penalties would finance litigation expenses, if necessary, and be sufficiently severe that their imposition would prevent park management from risking such loss.

Relocation assistance

Park closures in the metropolitan areas increase as the "highest and best use" of park land exceeds income from the residents' rents. New legislation dealing with relocation costs leaves open the question of what categories are considered. Cities, such as Los Angeles, write ordinances which lack definition of relocation costs, and pass the definitive responsibilities on to the regulatory board. Result: the "relocation costs" a mobilehome owner receives depends on what city they lived in. Usually, that means minimal compensation, under local political pressure from the land industry.

"RELOCATION COSTS"

Attached hereto is a list of relocation costs which ought to be considered if "any adverse impact" is to be "mitigated" and "relocation costs" are to be fair compensation.

The owner has enjoyed his mortgage being paid for years by the residents, with no effort on his part. Between the owner and the resident, it is reasonable for the owner to pay full relocation expenses to make the resident whole.

IN-PLACE VALUE

If, as is often the case, no mobilehome spaces are available within reasonable distance, the owner should buy the mobilehome at its "in-place" value from the resident, so that the resident can move into another park in a mobilehome that is for sale, there.

The in-place value of the mobilehome is substantially higher than the value of the detached mobilehome, itself, due to the shortage of spaces. In-place value of a mobilehome is real.

Banks lend money for the mobilehome based upon and secured by the in-place value, and they often include acceleration clauses in the mortgage if the mobilehome is moved. Ignoring the in-place value would deprive the bank of its security in the loan. The resident would lose a substantial amount, perhaps as much as 80% of their purchase price.

It is fair for the park owner to purchase a resident's mobilehome at its in-place value. The owner is better able to finance the transaction, as an element of construction costs and site preparation. The owner is acquiring the benefit of the change of use, and the land, in exchange for his money. Payment of in-place value to the residents is a partial refund for their years of rent which paid the owner's mortgage, or sharing the land value appreciation with the residents who made it all possible.

REDEVELOPMENT WITHOUT THE PROTECTIONS

Redevelopment and eminent domain concepts impose similar responsibilities on the owners of land who wish to dispossess others for their own benefit. Government involvement with this process of relocation for construction of new and better brings the concept close to redevelopment laws, without the formalities or protections.

Due to the confusion, variety of standards, and abuses resulting from the lack of clarity, cities, residents and park owners need to know what the Legislature intends the "relocation costs" to be.

Space Hoarding

It is common practice for new and used mobilehome dealers to pay rent on vacant spaces in a mobilehome park, just to keep them vacant in the event of a sale. The dealer can sell the mobilehome at its in-place value, even though it sets on a remote sales lot, because the dealer sells the right to the space along with the mobilehome. The dealers are hoarding the few available spaces, further exacerbating the mobilehome space shortage, and fueling the in-place value differential of mobilehomes.

The problem neatly ties in with the relocation problems for closing parks. Apparent vacancies in other parks may be reported, but are not really available due to hoarding. Relocation mobility is frustrated where a "comparable" park may have such a hoarded vacancy, but not for the relocated resident who needs it now.

The Committee should not be persuaded by "free market" claims. If the market were really free, the hoarders would not have to hoard - they could find a space in any park. In fact, hoarding further restricts the market by limiting choice.

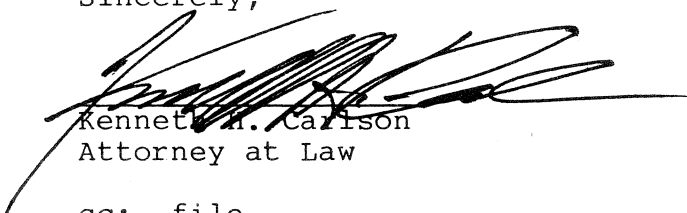
An essential result of hoarding is rent gouging. Park owners do not fear vacancies caused by rent raises, since the local dealer will take up the slack. The hoarding local dealer can afford to pay to have an empty space, since that space enables a \$5,000 mobilehome to be sold in-place for \$25,000. The hoarding dealer is not operating on the same market as the resident. The hoarding dealer creates a price support of rising rents, such that the "going rate" of rent becomes a function of how many vacancies the hoarding dealer can afford to keep.

THE NEED

Park owners should be required to terminate tenancies on vacant spaces upon demand by a homeowner seeking that space, who satisfies the application requirements and posts the initial deposit. Or Park owners should not be permitted to continue to rent a vacant space which stays vacant after 30 days. Or the Housing and Community Development Department should be authorized to prosecute hoarding dealers and park management for unfair business practices where hoarding is shown.

Thank you once again for this opportunity to address you on these matters.

Sincerely,



Kenneth H. Carlson
Attorney at Law

cc: file
GSMOL - Pat Dean

encl.

RELOCATION COSTS

Finding another location

Allowance for mileage or transportation for those who need it
(eg, disabled persons or those without transportation)

Application fees required at other parks

Rental listing service fees and advertisement for space needed

Allowance for telephone calls to other parks in search of
vacancies

Moving Existing Mobilehome to Another Park

The Move, Itself

Cost of transporting the mobilehome, including:
loading and unloading
mileage fees of the move
insurance covering in-place value of the mobilehome
Cal Trans permit fees

Incidental Expenses, including:

Preparation and restoration of interior items essential for
movement of mobilehome, including packing, storage,
and securing of loose items

disassembly and reassembly of mobilehome accessories
(awnings, porch, steps, storage sheds)

Utility connection differentials, including:

Unhooks and hook-up fees
deposits

adapter devices, including 220 voltage, if used
submetering, if required

excavations at new site, if necessary

TV antenna, cable, or satellite dish adaptations

Temporary lodging and food during relocation, and
transportation to and from facilities if needed

Landscaping replacement (labor and materials) at new space

Temporary storage of yard furniture, stored items, pending
reassembly of mobilehome and storage accessories

Insurance to cover any damage to mobilehome (at in-place
value), accessories, or personal effects

Satisfaction of mortgage, if necessary, including:

refinancing points, bond costs for additional security,
and attorney fees for negotiation

Allowance for mileage or transportation cost differential
between prior location and new location, limited to
necessary travel: work, school, hospital, food, etc.

Purchase of Mobilehome

IN-PLACE Fair Market Value of Mobilehome, according to appraisal, including those accessories and structures which will remain.

Moving costs of furniture and personal effects, and storage, if necessary.

Deposits required at the new Mobilehome Park. through credit or refund or cash outlay (Security Deposits, etc. of Park, Utilities)

"COMPARABLE" SPACE FACTORS

Features and services of park

Size and location of space

Accessibility to relevant locations (work, school, hospitals, shopping, recreation)

Neighborhood conditions: crime, aesthetics

Quality of park management, maintenance, and layout of park

Rent & Fees, Rules and Regulations

Restrictions on Mobilehomes, including:

mobilehome size, age, colors

Limitations of Park, including: pets, children, ages of adults

Facilities for disabled

ADDRESS AVAILABILITY OF ADEQUATE REPLACEMENT HOUSING

Identify specific parks with real vacancies, and mobilehomes for sale within a (50 mile radius, if the tenant has the choice to move)(20 mile radius, if the tenant has no choice), giving the following information:

The name, address, telephone number of the park manager of parks where vacancies exist; of the sellers or their brokers, where the mobilehome is for sale:

Size of mobilehome acceptable, rent and fees

dates available for occupancy

The information should be updated monthly, until no longer needed by any resident to be relocated.

Sophie Howard, GSMOL Director of San Diego and Imperial Counties
150 - 189 So. Rancho Santa Fe
San Marcos, Ca. 92069
619-727 2506
February 23, 1987

Senator William A. Craven
Senate Select Committee on Mobilehomes
State Capitol Room 3070
Sacramento, Ca. 95814

Honorable Senator Craven:

Due to the size of my territory - nearly every Civil Code has been violated by one form or another, and have been reported to me. This will be a report in General. One Statement that has been said to me when I commented to the Park Owner or Park Management, that it is against the Civil Code - The reply - Well, Sue Me! Wouldn't it be Great if every Civil Code Violated had a Monetary Value and that Monetary Value continued every day the Civil Code was in Violation. Maybe then the Violators would understand the time and study given by the Legislators to preparing these Civil Codes due to the Needs!

Civil Code 798.15 (b) 'The rules and regulations of the Park.' In many cases rules and regulations are not given to the new residents. And even when given management ^{would do} ~~does~~ as they please.

(c) 'States a copy of the Civil Code must be attached.' When some one complains about a certain violation and you point out what the Civil Code states - you then find out - management has never given a Civil Code to the resident.

(d) 'States management to provide and maintain physical improvements in the common facilities in good working order and condition.' Remember we are speaking about the violators - So many of the Park managements have forgotten that sentence - good working order and condition.

798.24 'Each common area facility shall be open or available to residents at all reasonable hours and time posted.' Just What is reasonable - Family Park - parents work and after work would like to use the swimming pool or clubhouse - It is closed. ^{Closed} Hours 4:00 P.M. and on managements days off - the whole area is closed.

798.27 and 798.28 'the right to know zoning (etc) and to know the name of owner.' Very difficult to obtain or know.


798.34 'Changing of fee for a Guest who does not stay a total of 20 days or total of 30 days in a calendar year.' Would you believe - management telling residents you have had your quota for the year - after a 20 day visit. This is your Home but still what is allowed in your Home is something else.

798.56 (f) "Change of use of the Park." Procedures of How and What Park Owners must do when thinking of changing the use of a Park is something that Park Owners seem not to want to follow. They much rather start rumors - that park is closing or Raise the Rent in such amounts that the residents do not know which way to turn. Yes, most of these parks have been in existence for many years, But the treatment given to these elderly residents is Shameful. Thank goodness for the Help of Legal Aid.

I could go on - yes, most of the Civil Code is being violated. I do hope that City and District Attorneys could and would get involved.

Thank you for taking the time to listen and understanding that these problems do exist. Thank you.

Sincerely,


Sophie Howard

February 23, 1987

Senator William Craven
State Capitol
Room 3070
Sacramento, Ca. 95814

Dear Senator Craven:

Thunderbird Mobilhome Park is an older park. It is about ~~30~~ years old, built before they even thought of double-wide coaches, much less duplexes. It is also the only family park in Sunnyvale.

Over the years, we have had some problems. The major problem was when the owner gave eviction notices to everyone in the park because he wanted to put in hi-rise apartments. Because there was non place for us to go, the tennants went to court and won a judgement against him.

Things went fairly smoothly for a few years until he got the idea of putting in duplex mobilhomes. He approached the park advisory committee with plans for 15 or 20 duplex units. Later when he went before the Planning Commision for approval, the 15 or 20 had suddenly become every space in the park. This means we would all have to find alternate housing as there is no place in the area for our coaches.

Most of the residents in this park are either retired people or young families just starting out. Neither group can afford to buy other types of housing, or in many instances cannot even afford to rent in this area.

We appreciate the fact that he is entitled to a fair return on his money. However, the rent paid by coach owners and renters seems to make a fairly substantial monthly return, considering how little service and upkeep is provided.

Based on what I pay each month, I would estimate his gross income on this park at one half million dollars a year.

There are several newer parks with much more to offer who pay less rent than we do. However, there are no vacant spaces in any of them for our coaches.

We want to thank Senator Craven for giving us the opportunity to share our thoughts on the unique problems of mobilhome living. We are sorry we were not able to have a representative at this meeting. However, everyone either could not get time off from work or were retired and unable to drive that distance.

Sincerely,



Jeanne Benton, Pres.

Chapter 6

Thunderbird Mobilhome Park G.S.M.O.S.



Anne Petzold, Sec., Tres.

New Frontier Mobil Home Community
9255 Magnolia Ave., Sp. 270
Santee, Ca. 92071
Feb. 23, 1987

Senator William Craven
Chairman, Senate Select Committee
on Mobilhomes
State Capitol Building
Sacramento, Ca. 95814

Dear Senator Craven,

The following residents of New Frontier Mobil Home Community join me in saying thanks for your support of mobil home legislation. We particularly appreciate the scheduled hearing which you are to conduct in March, on the problem of enforcement of the Mobilehome Residency law. We feel that the disregard of this code in many instances is one of the most serious threats to our legal rights in the mobilhome parks of California. It is our hope that as a result of the hearing, a way may be found to have a stricter enforcement of the Civil Code.

Truly yours,
Warren Firth
Warren Firth, President
Chapter 1391 GSMOL

N A M E	SPACE #
<i>Betty Anderson</i>	<i>92</i>
<i>Betty Fellock</i>	<i>91</i>
<i>Dwain Emerson</i>	<i>128</i>
<i>Andy Collins</i>	<i>351</i>
<i>Jim Speer</i>	<i>34 ✓</i>
<i>Alice Hansen</i>	<i>253</i>
<i>Mary M. Gregg</i>	<i>178</i>
<i>Lorraine A. Robinson</i>	<i>89</i>
<i>James E. Ellwood</i>	<i>91</i>
<i>Mr + Mrs Robert Otto</i>	<i>120</i>

New Frontier Mobil Home Community
9255 Magnolia Ave., Sp. 270
Santee, Ca. 92071
Feb. 22, 1987

Senator William Craven
Chairman, Senate Select Committee
on Mobilhomes
State Capitol Building
Sacramento, Ca. 95814

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Warren Firth

Warren Firth, President
Chapter 1391 GSMOL

N A M E	SPACE #
<i>James Christiansen</i>	107
<i>Raymond Christiansen</i>	107
<i>James Caldwell</i>	119
<i>Nick Cullen</i>	47
<i>Ronald L. Bullock</i>	33
<i>Angela P. Bullock</i>	33
<i>Earl Woodruff</i>	286
<i>Ather Lane</i>	316
<i>William H. Mathiesen</i>	173
<i>Mrs. Mrs. James E. Luth</i>	80

New Frontier Mobil Home Community
9255 Magnolia Ave., Sp. 270
Santee, Ca. 92071
Feb. 23, 1987

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Chairman, Senate Select Committee
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Warren Firth

Warren Firth, President
Chapter 1391 GSMOL

NAME	SPACE #
<i>Conrad E Thomas</i>	<i>86</i>
<i>George Kaurich</i>	<i>172</i>
<i>Charles W. Yell Jr.</i>	<i>171</i>
<i>Nathan Bunter</i>	<i>36</i>
<i>Shirley Bunter</i>	<i>36</i>
<i>Sam Gordon</i>	<i>18</i>
<i>Anna Gordon</i>	<i>18</i>
<i>Harry A Jackson</i>	<i>207</i>
<i>Natalie A. Vajda</i>	<i>125</i>
<i>James Vernon Mae Mc Cornell</i>	<i>26</i>
<i>Heleen L. Reed</i>	<i>317</i>

New Frontier Mobil Home Community
9255 Magnolia Ave., Sp. 270
Santee, Ca. 92071
Feb. 23, 1987

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Chairman, Senate Select Committee
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Warren Firth

Warren Firth, President
Chapter 1391 GSMOL

N A M E	SPACE #
<i>Joseph A. Esther Sawyer</i>	<i>243</i>
<i>Marion K. Scott</i>	<i>85</i>
<i>John A. Catt</i>	<i>1</i>
<i>Frank Dyer</i>	<i>150</i>
<i>Paul E. Straus</i>	<i>67</i>
<i>Dorothy Baisiwest</i>	<i>269</i>
<i>Robert R. Baisiwest</i>	<i>269</i>
<i>James W. Hogerson</i>	<i>#264</i>
<i>David Laguerre</i>	
<i>Bernad J. Scott</i>	<i>162</i>

New Frontier Mobil Home Community
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Feb. 23, 1987

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Chapter 1391 GSMOL

Mr. & Mrs. Eugene Shively 163

NAME	SPACE #
<i>Jay S. Scott</i>	<i>162</i>
<i>Charles W. Craig</i>	<i>156</i>
<i>Gloria Adler</i>	<i>114</i>
<i>James Gardiner</i>	<i>338</i>
<i>Curtis Ellis</i>	<i>354</i>
<i>Jed Eby</i>	<i>355</i>
<i>Kenneth O. Smith</i>	<i>361</i>
<i>Sydney McWhinney</i>	<i>312</i>
<i>Arthur A. Kimmel</i>	<i>364</i>
<i>Leo J. Luckwa</i>	<i>291</i>

Introduced by Senator Dills

March 5, 1987

An act to add Section 798.88 to the Civil Code, relating to mobilehomes.

LEGISLATIVE COUNSEL'S DIGEST

SB 1169, as introduced, Dills. Mobilehome Residency Law.

Existing provisions of law, the Mobilehome Residency Law, impose various duties on the management of a mobilehome park, which may be enforced by a civil action.

This bill would authorize the Attorney General, any district attorney, and any city attorney to bring a civil action for purposes of enforcing the Mobilehome Residency Law. It would also provide for the awarding of reasonable attorney fees and costs.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 **SECTION 1.** Section 798.88 is added to the Civil
- 2 **Code, to read:**
- 3 **798.88.** The Attorney General, any district attorney,
- 4 **or any city attorney, may bring a civil action to enforce**
- 5 **the provisions of this chapter and shall be entitled to**
- 6 **recover reasonable attorney's fees and costs.**

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250-S

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1020 N Street, Room B-53
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