

Project Sentinel Presents:



YOUR RIGHTS AND RESPONSIBILITIES AS A MOBILEHOME OWNER UNDER THE CALIFORNIA MOBILEHOME RESIDENCY LAW

Leases and Space Rent

- ✓ Every homeowner must be offered a written rental agreement for a term of 12 months, unless the homeowner requests a shorter period. A term of more than 12 months cannot be required, but can be mutually agreed upon. Every rental agreement must specify the park's services and fees. The agreement must also attach a copy of the park rules, the written disclosure regarding park conditions, and a copy of the Mobilehome Residency Law, all of which are deemed to be part of the agreement. An updated version of the MRL must be provided annually. A rental agreement or lease for a period of years cannot be automatically renewed without the homeowner's consent.
- ✓ If the park intends to increase the space rental amount upon renewal of the lease or rental agreement, or within the term of a lease, it must give 90 days advance written notice.
- ✓ Every rental agreement must include management's duty to properly maintain the condition of the park. A homeowner who believes that this duty is being violated must give at least 30 days written notice of the deficiency to management before taking legal action.
- ✓ A homeowner who lives alone is entitled to have one other person share the mobilehome, and may do so without paying any additional fee to management. Other guests are permitted to stay in the home without a fee, as long as they do not stay more than 20 consecutive days or 30 total days in a year. No fee can be charged for any immediate family members living in the home. A senior may have a live-in companion to provide health or supportive care pursuant to a doctor's written treatment plan.
- ✓ A park may operate as a "senior" park only if certain federal law requirements are met. Otherwise, a park must be open to all families.



Utilities

- ✓ Park management is permitted to include utilities as part of the rent payment or to charge separately for utilities, such as electric, sewage and cable tv. If it bills separately, management is not permitted to add any profit to the actual charges it passes to the homeowners. If management institutes separate utility billing, the space rent must be decreased by the amount of the utility charge previously included in the rental amount. Failure to do so is treated as a rent increase.
- ✓ The prevailing rate for the utilities must be posted if billed separately, and the bills must show the actual charges and meter readings. If a “third party” billing company used, its name and contact information must be listed on the utility billing.
- ✓ Although some parks allow direct billing, homeowners do not have the right to insist on directly contracting with utility providers.



Park Rules

- ✓ All park rules must be applied evenly and must be honored by both residents and park management. Rules must be consistent with applicable fair housing rules.
- ✓ A copy of the current park rules must be attached to every rental agreement.
- ✓ Management must give proper notice of any proposed changes in the current rules and hold a meeting with homeowners. Unless homeowners voluntarily accept the changes, rules other than those applying to recreational facilities can be implemented by management only after a six-month waiting period. The content of any such rules must be “reasonable.”
- ✓ Homeowners have a right to have one pet, subject to management’s right to establish reasonable rules for pets.
- ✓ Management must give 14 days written notice of any rule infraction or condition which must be corrected, before it can charge any resulting costs or fees to the homeowner.
- ✓ Management can give 14 days notice of its intent to remove belongings on the rental space that violate the park rules or lease agreements. If the homeowner fails to correct the violation, management can remove the property, and store it at the homeowner’s expense. After 60 days, management can dispose of the removed property.

Park Facilities

- ✓ Management is responsible for the overall safe maintenance and operation of the park. Management is responsible for health and safety maintenance of trees anywhere in the park, if the individual homeowner’s rental agreement has been renewed since January 2001. A homeowner must obtain permission before planting a new tree. Management is responsible for any driveways it installs. Homeowners are responsible for driveways they install or for any damage they cause to existing driveways.
- ✓ Homeowners are entitled to an initial written disclosure at the time of purchase from management describing the park conditions such as lighting, utilities, common areas, parking, and playgrounds.



Association and Communication

- ✓ Homeowners have the right to use park facilities for meetings and to invite public officials or members of homeowner advocacy groups.
- ✓ On non-commercial issues, homeowners have the right to circulate petitions and leaflets and canvass other homeowners, as long as they observe reasonable hours and reasonable behavior.
- ✓ Homeowners have the right to display political campaign signs within 90 days prior to an election and 15 days after, as long as the size of the sign does not exceed 6 square feet.
- ✓ Upon written request, management must meet and consult with a group of homeowners or an individual homeowner regarding park rules, rental agreements, maintenance standards or physical improvements.

Eviction

- ✓ A lease may be terminated only for specified reasons, the most important of which are failure to comply with applicable ordinances or state regulations after receiving a notice of deficiency, failure to comply with park rules after receiving a 7 day notice of violation, or certain criminal acts such as prostitution or drug dealing. A homeowner can also be terminated for being a “substantial annoyance” to other homeowners or residents.
- ✓ A rental may also be terminated for failure to pay rent, utilities or other service charges which are 5 or more days late, but only after subsequently receiving a 3 day written notice of this deficiency.
- ✓ A notice of termination for any of these reasons must be served 60 days in advance, and must state the factual basis for the termination. The notice must be served on all legal homeowners and lienholders.
- ✓ Delinquency payments can be cured within three days after the sixty day notice is issued, but not if three prior notices for the same violation have been served within the last twelve months.
- ✓ A legal owner, such as a bank, or lienholder can cure a default in rent or fees within the first 30 days after notice of termination, but can do so only twice during a 12 month period.
- ✓ The homeowner can sell the home during the sixty day notice period as long as all arrears are brought current and the transaction is completed during the sixty day time period.



Purchase and Transfer

- ✓ Homeowners have the right to sell a mobile home “in place” through an agent of their choice. Management cannot charge a fee for a sale unless it performs an actual service related to the sale. Written notification that the home is for sale can be required. Management cannot require the owner to allow the park a right of first refusal, unless there is a separate agreement where management pays for this option.
- ✓ Management cannot require that a mobilehome be removed from the park as a condition of sale unless the home is significantly “rundown” or past a certain age and in violation of the California Department of Housing & Community Development standards for mobilehome conditions. Repairs to a home to remain in the park can be a condition of sale only if the repairs are for exterior portions, are required by state or local regulation, and are not to structures owned or installed by management.
- ✓ Management may require financial qualifications from a prospective buyer and proof that the buyer will not violate park rules. A fee for financial reports may be charged the buyer, but must be credited toward rent if accepted, or refunded at the end of the process if the buyer is rejected by management. Management must accept or reject a prospective buyer in writing within fifteen business days after receiving a completed application. If a buyer is rejected, the reasons must be stated in writing.
- ✓ The Statutory Disclosure Form is required for all sales. After October 1, 2004, management must provide a separate disclosure to any prospective buyer, which includes an explanation of the dual nature of ownership, the fact that a lease or rental agreement will be required, and the applicable rental rates and other charges that will apply, as well as the right to a copy of the park rules.
- ✓ A legal heir who continues in possession of a mobile home after the registered homeowner dies, must promptly take the necessary steps to legally transfer ownership. Failure to transfer title can result in summary eviction. Park management has the right to require the heir to qualify under the same criteria that would apply to a new purchaser. The heir may sell the home “in place”, as long as all of the obligations of the deceased homeowner are kept current.

Park Closure

- ✓ Homeowners must be given 15 days advance notice of management’s intent to appear before a local governing body to request a change of use for the park, and the notice must include an impact report describing housing alternatives and mitigation efforts. The local governing body must review this report before making any final decisions.
- ✓ Homeowners must be given six months advance notice of intent to close the park after all local permits have been approved, or twelve months advance notice if the park closure does not require local government permits.
- ✓ In addition to the MRL, local governments have the ability through zoning and conversion ordinances to impose conditions on requests to close parks, for example, by requiring relocation assistance or requiring management to buy the home at fair market value.

Enforcement of Legal Rights

- ✓ The State of California Ombudsman in the Department of Housing and Community Development will answer questions about the interpretation of the MRL, and other laws and regulations related to mobilehomes, and will take complaints, which it will refer to park management. This office does not have any direct enforcement power.
- ✓ Homeowners are authorized to file a civil lawsuit to address violations of the MRL. Attorney's fees are included in the remedies that a homeowner can obtain, and for willful violations, there are monetary penalties or punitive damages in addition to actual damages. If the claim arises from management's failure to maintain conditions in the park, the homeowner must give management thirty days written notice of the deficiency before filing suit.
- ✓ The local city attorney or district attorney can bring a civil suit, if there has been a substantial failure by management to maintain the physical condition of the park or if there has been a substantial violation of a park rule by management or by a homeowner.
- ✓ The California Department of Housing and Community Development enforces building codes and standards for mobilehome parks. These regulations include the requirements for installing new homes and for existing conditions such as utility hook-ups and setbacks between units. This department has a local inspector assigned to the South Bay area.



FOR MORE INFORMATION, CALL PROJECT SENTINEL 720-9888