


5.4

MOBILEHOME OWNERS LEAGUE OF THE SILVER STATE, INC.

POST OFFICE BOX 42326
LAS VEGAS, NEVADA 89104
TELEPHONE (702) 873-9896

March 21, 1981

Assembly Ed Kovacs
Chairman, Sub Committee
Assembly Commerce Committee
Legislative Building
Carson City, Nevada 89710

Dear Assemblyman Kovacs:

Reference is made to AB 30, Mobile Home Enabling Authority to local governments to deal with abnormal rental increases in Nevada mobile home rental parks.

Having attended both the Las Vegas and Carson City Assembly Commerce Subcommittee hearings, we are concerned that three important factors have not been addressed.

1. If AB 30 is passed, the subcommittee did not address what would be requested to deal with the rent increases in the way of an ordinance. It would seem that this would be of prime importance in the decision of the committee.

2. It has been established that there is a great need for assistance for the elderly in the mobile home parks. Also, the opposition to AB gave ample testimony on the rights of free enterprise, apartment rent control and other related subjects. However, no testimony was given with regard to the investment rights of the mobile home owners who have made considerable investment in the mobile home parks, which include costly improvement of the park owner's property, at the tenant's expense.

We do not believe it would be proper not to take into consideration the costs involved when mobile home owners are accepted as tenants in a mobile home park. The costs of moving, setup and site improvement far exceeds any normal renter's expenditures. The fact that the landlord accepts a mobile home owner, should carry some moral responsibility because of these costs. It should also be noted that it is the mobile home owner's coach and appearance of the site, that comprises the continued appreciation of the mobile home park. It is a practice of the park owners to force captive tenants to install double awnings, expensive carpeted porches with metal steps and railings after they have moved into the park. In an effort to up date the park's market value, the management has frequently forced the tenants to completely change their landscaping, often replacing lawns and sprinkler systems with rock landscaping, at the cost of the tenants. It is always the tenants who pay for the upgrading of the park, not the landlord.

3. Very little was discussed about the potential of the MX. We believe that this subject should not be ignored. We also feel that if our Federal Government intends to cause an influx of population into our state, the existing population should have some safeguards to protect them from being pushed out of their homes. There is no possibility of our senior mobile home owners in rental parks competing with the incomes of construction

workers that will come with the MX.

We also recognize that if mobile homes are to be a viable form of housing for MX personnel, mobile home parks must not be restricted from being developed through impeding such building by rent regulations. Therefore, we are suggesting that the Assembly Commerce Committee consider AB 30, be restricted to mobile homes built prior to July, 1979. Any parks developed after that date would not be included in any rent arbitration. We have purposely deferred the newly developed parks already developed since July, 1979, because these parks are now in financial trouble due to excessive rents, lack of credit acceptance and high interest rates in which the average wage earner cannot qualify.

If the committee were to provide for existing mobile home owners through granting this enabling authority, the committee would then be providing a safety net that would protect mobile home owners who are trapped in a situation that can only get worse if the MX is to be in Nevada.

We believe that the help should be for the existing mobile home owners because they are locked in. We are not attempting to seek such help for future occupants of rental mobile home parks, because these people know up front that they can expect.

We would appreciate it if the Committee would address these problems when making their decision on AB 30.

Thank you.

Sincerely,

Shannon Zivic
Shannon Zivic, President
MHOLSS



MOBILE HOME OWNERS LEAGUE OF THE SILVER STATE, INC.

POST OFFICE BOX 42326
LAS VEGAS, NEVADA 89104
TELEPHONE (702) 873-9896

"LET THERE BE LIGHT"

As a mobile home owner, have you ever asked yourself this question?

"HOW DID I EVER AGREE TO SPEND THOUSANDS OF DOLLARS ON A MOBILE HOME THEN PLACE IT ON ANOTHER MAN'S LAND; BY AGREEING TO A MONTH TO MONTH RENTAL AGREEMENT, ALONG WITH 16 PAGES OF PARK RULES AND PERMIT MYSELF TO BE CALLED A "RENTER".

Good question isn't it? Well, don't feel bad, ten million other mobile home people in our nation are also asking themselves the same question.

Some thirty five years ago, a few far sighted land investors, along with a handful of retired seniors, recognized that by joining together, they could provide viable low cost housing, wherein, both would share the cost of development and the housing. It was the old story, "you scratch my back and I will scratch yours". The mobile home industry prospered and everybody benefited. How sweet it was?

As is the way of many good things, the day came when the party of the first part, the land owner, looked around and seeing all these expensive mobile homes on his land, forgot he only owned the land not the dwellings. He decided his investment looked so good, he should capitalize on it by selling at a whopping profit. The new owner of the park paid for that profit through added mortgages and increased interest rates, by passing on rent increases to the resident investors. After all, the party of the second part, the trusting investors only had a monthly rental agreement and he was only a "RENTER".

Why would ten million mobile home people close their eyes to the fact that they were entering into a venture that entailed high moving costs, capital improvements of another man's land, regimentation through rigid park rules and after committing themselves to this, they could be forced to accept unlimited increases in the park user fees, through endless rent increases. All this, without no more protective contractual agreements than any renter who contributes nothing but the monthly rental payment.

Why? Because in the innocence of the people, they believe in the safeguards of their government, who permitted such enterprise. They took it for granted if so many others had invested their money in rental mobile home parks, it must be a safe and secure venture.

The complete concept of mobile home rental parks, as it is structured today, is no more than a mirage. It gives the mobile home owner false apprehension in that as a home owner, he has certain invincible rights, which he does not. The land owner of the park is operating under false evaluations, in that the mobile home owner's investments enhances the overall value of the park property and permits the reselling of the park at inflated prices, for which the "RENTER" pays for through added rent increases.

It time that the Mobile Home Owner either accept that they are renters, with renter's rights, or they look this problem squarely in the eye and demand that they are resident investors, and expect investor's rights. They must look to the Nevada Legislatures to rectify this problem. Do it now. Write your letters. If you do not, we will have another two years to suffer through.

Shannon Zivic, President
MHOLSS

SPACE 136

OCCUPIED 1 YEAR

LA JOLLA ADULT PARK

RENTAL PARK

Basic Coach Price	\$13,895.00
Add ons at Factory	4,410.00
Set Up in Park	800.00
Air Conditioning	1,400.00
	<hr/>
	\$20,505.00

IMPROVEMENTS

Coach Skirting & Awnings	\$ 3,000.00
Patio Cement & Carport Ext.	644.83
Shed and Cement Base	263.89
Sidewalk Real Caoch	52.22
Wrought Iron Steps Ft & Rear	547.65
Stepping Stones	45.40
Ruffled Edging	62.96
Cement filling	26.22
Lumber - Walkway and Gard. Plot.	169.15
Pipe - Wire	71.64
Paint & Stain	41.55
Nursery Plant, Plastic, Manu. Compost et.	257.00
Shelving	38.77
Landscaping rocks	140.00
	<hr/>
	\$5,738.28

GOLDEN STATE MOBILHOME OWNERS LEAGUE, INC.

Memo: Mobile Home Mutual Rent Agreement

To: State Officers, Directors, Legislative Advocate, Corporate Attorney, Regional GSMOL Attorneys

From: Loyd Zimmerman, President

For Your Information

As you know, mobile home owners residing in rental parks have been experiencing abnormal rental increases these past few years.

Rent has reached a level which is causing Economic Eviction for many mobile home owners. In some areas a solution has been sought through government imposed Rent Control, either through Rent Review Boards or Fair Rent Practice Commissions. While this solution has met with measured success in some localities other areas have mired down in political controversy and all have experienced a community struggle involving interests between park owner and mobile home owners.

A different approach, based on mutual agreement between park owner and mobile home owner has been proposed and a mutual rent agreement contract between the park owner and mobile home owners operating under the guidelines of a local ordinance has been introduced in some localities.

The local ordinance requires communication between park owner and mobile home owners and instructs them to either negotiate a solution to their rental dispute or failing to achieve a solution they will refer it to an arbiter for a solution.

This process avoids direct governmental involvement in settling the individual park rental disputes and is one of the features that makes the Mobile Home Mutual Rental Agreement very attractive to local officials. By removing them from the scene of the conflict, they are not required to be directly involved in this controversial community issue.

The following sample documents are furnished for your guidance and adoption to your local situation where feasible:

1. Letter to your City Council or Board of Supervisors proposing the Mobile Home Mutual Rent Agreement Ordinance.
2. Sample Mutual Rent Agreement Ordinance. Remember, this is only a sample and should be adjusted as desired by your local government.

However, the basic premise of this sample ordinance if it is going to be the solution must not be changed, i.e.,---property owner (park) negotiating with property owners (mobile home owner) to establish a fee for use of space for mobile home and amenities (club house, laundry, etc.) is essential to equals negotiating.

3. Sample "within park agreement" between park owner and mobile home owners which implements the local Mobile Home Mutual Rent Agreement Ordinance. (This is a copy of an actual "within park" agreement prepared and signed by park owner and then presented to the Committee elected by the mobile home owners and signed by that Committee with full concurrence of the mobile home owners.

Please understand that these documents are samples and need not be used in full. They are guidelines to assist you in promoting a GSMOL endorsed solution to the Economic Eviction the mobile home owners are experiencing in your locality.

Memo to:

Mayor, City of

From:

Mobile Home Park Committee

City of

As you know, in recent months there has been an increase in concern on the part of public officials and citizens of (city) regarding the existence of a housing shortage and exorbitant rent increases in residential rental housing in this city.

Mobile home tenants are being exploited by significant rent increases because of the relatively permanent nature of our homes, the high cost of relocation and the difficulty of finding an alternative location (space) which makes it almost impossible to move.

This condition is having a detrimental effect on the lives of a substantial number of our citizens, many of whom are senior citizens who live on fixed incomes and spend a substantial portion of their income on rent, it is endangering the health and welfare of such persons, especially creating hardships on senior citizens and other persons on fixed incomes.

What may not have been brought to your attention is the double inequity of the increasing rents being imposed upon mobile "home owners" whose equity in establishing the value of a park is on average more than twice the monetary investment of the park owner who is imposing the double digit rent increases even on occasion more than once a year.

What you have, Mayor, is two property owners whose property has been joined in wedlock through marriage of the mobile home to the park owners land with the mobile home owner being charged a fee for the use of a space and access to the amenities of the park.

To achieve equity in establishing fees without the imposition of government controls, it is recommended that government recognize this unusual "mobile home arrangement" as two property owners whose combined property interest is best served by the total standard achieved in and by value of the mobile home park. The better the standard maintained by the mobile home owner and the park owner the greater the value of both their properties.

Accelerating rents diminish the saleability and the value of the mobile home causing strife between the mobile home owners and the park owner.

Strife which jeopardizes the Public Health, Safety or Interest of both the Mobile Home Owners and Mobile Home Park Owners can be

avoided if both Mobile Home Owners and Mobile Home Park Owners each recognize under law one another's property rights in their relation to one another and recognize under law that neither party in relation to one another have the right to engage in acts or practices which jeopardize the Public Health, Safety or Interest.

Representatives of a majority of the mobile home owners of this city have met, discussed and concur in a Mobile Home Mutual Rent Agreement, outlined below, as a proposed solution to the current strife.

We ask you and the council to review this program at your next city council and to recommend action by your staff to prepare an implementing Ordinance for your consideration.

We believe a Mobile Home Mutual Rent Agreement should provide for but need not be limited to the following:

PURPOSE-To provide a means whereby park owner and mobile home owner can negotiate as two property owners to establish a mutually agreeable fee for use of mobile home space and park amenities.

The guidelines and procedures contained herein are intended to enhance resolution of unreasonable increases in user fees by making it advantageous to either one or both of these property owners to establish a better understanding for each others positions through communication, hopefully negotiating an agreement on the amount of the user fee charged to the mobile home owner by the park owner.

Should they fail to reach an agreement then the Ordinance should provide for the matter to be referred to an arbiter from the American Arbitration Association. The arbiter will examine the areas of differences between the park owner and the mobile home owner and render a decision.

ORGANIZATION-It is necessary to have the following elements formed to implement the Ordinance:

A. Park Committee-a minimum of five members - two mobile home owners or their authorized representatives, two park owners or their fully authorized representatives and the fifth member to be elected by the other four members.

B. Arbiter-contracted on a case by case basis from list furnished by the American Arbitration Association.

OPERATIONS-Sequence of procedures for resolving disagreements on increases of user fees between park and mobile home owner:

A. A notice of raise in user fees (rent) must be given to the residents sixty (60) days prior to date raise becomes effective. (Currently required by law).

B. The residents will accept or decline a raise in user fees within ten (10) days from receipt of notice.

C. If a simple majority of the physically present owner occupied spaces in the park decline the raise in user fees, the park committee will be called (see above) and will meet to resolve the park/mobile home owner differences and render a decision within thirty five (35) days following park owners notice of raise in user fees.

D. If a simple majority of the quorum consisting of at least two-thirds of the physically present owner occupied spaces in the park accept the negotiated settlement of the user fees within five days after the park committee announces a settlement then the user fee will become effective on the same date as designated by the park owners original notice of increase.

E. If a simple majority of the quorum consisting of at least two-thirds of the physically present owner occupied spaces in the park decline the negotiated settlement of the user fees within five days after the park committee announces a settlement then the Park Committee will reconvene to negotiate the differences or failing to do so within ten (10) days will refer the case to the designated arbiter for a decision.

F. The arbiter will render a decision within ten (10) days after receipt of case.

G. Proposed increases in user fees will apply to all spaces in the park on one given date.

H. An elapse of at least one year will be required between proposed changes in user fees.

I. There shall be no significant reduction in facilities, services or amenities without a corresponding decrease in user fees.

COST-The park owners and mobile home owners will share equally the cost of contract for arbitration.

EXPIRATION-Unless extended by further Council action, the Ordinance shall expire and have no force or effect on or after (five years from date of enactment).

If there are any questions about these recommendations or if clarification is required, we are ready to amplify and discuss these proposals.

We would welcome an opportunity to have our representatives discuss the context of the Ordinance with your office and/or park owners or their fully authorized representatives prior to its formal presentation to the Council.

If differences can be resolved during the draft stages of the Ordinance and the two types of property owners consider the final

product to be objective, we believe it will be of benefit to all parties concerned to project this attitude to the full Council. We believe this set of circumstances will occur if everyone makes the effort and we believe it is to all of our best interests to make the effort.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF _____, CALIFORNIA, AMENDING TITLE _____ OF THE _____ MUNICIPAL CODE BY THE ADDITION OF CHAPTER _____ MOBILEHOME MUTUAL RENT AGREEMENT

Chapter 5.32

Mobilehome Mutual Rent Agreement

5.32.010 Intent and Purpose. Strife which jeopardizes the Public Health, Safety or Interest of both the Mobilehome Owners and Mobilehome Park Owners can be avoided if both Mobilehome Owners and Mobilehome Park Owners each recognize under law one another's property owners rights in their relation to one another and recognize under law that neither party in relation to one another have the right to engage in acts or practices which jeopardize the Public Health, Safety or Interest.

There is presently within the City of _____ and surrounding areas, a shortage of spaces for the location of mobilehomes.

Because of the shortage there is a low vacancy rate and rents have been for several years, and are presently in some parks, rising rapidly and causing concern and anguish among a substantial number of mobilehome owners and residents of Mobilehomes in _____, most of whom are senior citizens on fixed incomes..

The City Council finds and declares it is necessary to establish a means, which if allowed, can provide protection to owners and occupiers of mobilehomes from unreasonable rent increases while at the same time recognizing the need of mobilehome park owners to receive a reasonable return on their property and rent increases sufficient to cover increased cost of repairs, maintenance, service, amenities, insurance, upkeep and additional amenities.

It is hereby declared to be the Policy of the City of _____ to encourage the practice and procedure of Collec-

tive Bargaining and protecting mobilehome owners of full freedom of association, self organization and designating representatives of their own choosing for the purpose of negotiating the terms and conditions of rent, rent spaces, and rent increases of mobile home parks, based on present services in affect, present amenities in affect and for additional amenities.

The procedures contained herein are intended to enhance resolution of unreasonable increases in rents by making it advantageous for both mobilehome owners and mobilehome park owners to establish a better understanding for each others positions through collective bargaining, and communication, hopefully resulting in an agreement for fair and equitable rent increases.

If however, an agreement cannot be reached via Collective Bargaining between the parties, the City Council has determined it is necessary and in the Public Interest to have the dispute resolved by ARBITRATION with right of appeal of arbiters decision to a Superior Court by either party, i. e. park owner or mobile home owner committee members.

5.32.020 Definitions. Words used in this chapter shall have the meaning ascribed to them in this section:

(1) "Arbitration" means a process conducted in accordance with the California Arbitration provisions contained in Section 1280, et seq. of the California Code of Civil Procedures.

(2) "Arbitrator" means an arbitrator selected pursuant to this chapter on a case by case basis from a list furnished by the American Arbitration Association.

(3) "Majority" means a simple majority (51%) of all mobilehome owners in the park, eligible to vote and voting.

(4) "Park Owner" means the owner, lessor, operator, manager or designated agent of a park.

(5) "Park" means a mobilehome park which rents spaces for mobilehome dwelling units.

(6) "Park Committee" means the Mobilehome Park Committee to be established in each mobilehome park in accordance with this chapter.

(7) "Mobilehome Owner" means any person or persons as one owner entitled to occupy a mobilehome dwelling unit pursuant to ownership thereof.

(8) "Rent" means the consideration, including services amenities and benefits in connection with the use and occupancy of a mobilehome space in a park.

(9) "Association" means mobilehome owners representing at least 60% of the mobilehome owners in the park.

5.32.030 Applicability. The provisions of this chapter shall only apply to a park which:

(1) Contains more than twenty-five spaces; and

(2) Where an association of mobilehome owners has been formed, and a written notice has been filed by the association with the park owner containing: (1) the name and mailing address of the association; (2) the names and addresses of the association's officers; (3) the names and addresses of the persons authorized to represent the association in dealings with the owner; and (4) certification that the membership of the association includes more than 60% of the parks mobilehome owners.

5.32.040 Rental Information. Within thirty days after notice to a park owner by a mobilehome owners association of their existence, the owner must provide to the association a current monthly rental rates and fees schedule showing the rent one year preceding the date of activation of the association and the date and amount of any increases in rent during the interim.

5.32.050 Formation of Park Committee. The owner and mobilehome owners association of a park shall establish a park committee consisting of a minimum of two representatives of the park owner, and two representatives of the mobilehome owners.

5.32.060 Advance Notice of Rent Increases. Not later than sixty calendar days before an increase in rent is to become applicable, an owner shall provide written notice thereof to the association and to the mobilehome owners of the park.

5.32.070 Residents Response to Notice. Within ten days of receipt of a notice pursuant to section 5.32.060, the mobilehome owners shall be polled by the association as to their

acceptance or rejection of the proposed increase. The association shall notify the park owner of the results.

5.32.080 Acceptance of Increase. If a majority of the mobilehome owners accept the proposed increase in rent, it will become effective on the effective date designated by the party owner on the advance notice of rent increase.

5.32.100 Rejection of Increase. If a majority of the mobilehome owners reject the proposed increase, it will become an immediate matter for the members of the park committee to negotiate. When the park committee has negotiated a proposed agreement they will make that agreement known to the mobile home owners through the mobile home owners association

5.32.110 Mobilehome Owners Ballot. Mobilehome owners, through their association, shall have ten days after notice of the decision of the park committee within which to take a ballot.

If the majority (51%) of the mobilehome owners concur in the park committees decision then the park committees agreement is approved for a minimum of one year or unless the parties agree on a longer term, and shall include all present services and amenities enjoyed by the mobilehome owners the previous year.

If the majority (51%) of the mobilehome owners reject the offer then either party of the committee shall have the right to request arbitration in accordance with this chapter or if parties mutually agree they may reconvene park committee meetings for a period not to exceed five days for a final effort to negotiate a rental fee before requesting arbitration.

5.32.120 Venue. For the purpose of litigation or arbitration, venue shall lie in the _____ Judicial District, County of _____, State of California, or, if such venue cannot be exercised, in the Federal or State Court nearest to the _____ Judicial District, County of _____.

5.32.130 Enforcement.

(a) Violation of the provisions of this chapter shall not constitute a crime.

(b) A mobilehome owner's association may at any time bring an action in the courts of this State alleging a violation by

a park owner of any of the terms of this chapter, including, but not limited to, the existence of a level of rents in excess of that allowed and may seek a court order requiring compliance with the provisions of this chapter.

(c) A park owner may at any time file an action in the courts of this State alleging a violation by an association of the provisions of this chapter, and may seek a court order directing compliance with the provisions hereof.

(d) The park owner may not enforce a rent increase in excess of that allowed by the procedures set forth in this chapter. In the event a park owner increases rents without complying with the provisions of this chapter, such an increase shall be deemed null and void, mobilehome owners shall not be required to pay such increase. Any mobilehome owner who is sought to be excluded from the park through an unlawful detainer action brought by the owner to enforce eviction for non payment of increase shall have a right to assert the invalidity of such increase as a defense to the unlawful detainer proceedings.

5.32.140 Limitation on Fees and Assessments. A mobilehome owner shall not be charged any fee for other than rent and reasonable charges for services actually rendered. A resident shall not be charged a security deposit nor a fee for entry, installation hookup, or landscaping, except as specifically permitted under Section 798.37 of the Civil Code, as a condition of any tenancy. There shall be no imposition by the owner of any fees or assessments until such assessments or fees have been approved in writing by mobilehome owners representing more than fifty per cent of the spaces within the park.

5.32.150 Retaliatory Eviction. Notwithstanding Section 5.32.120 above, in any action brought to recover possession of a rental space the court may consider as grounds for denial any violation of any provision of this chapter. Further the determination that the action was brought in retaliation for the exercise of any rights conferred by this chapter shall be grounds for denial. Any action brought within three months of the determination of a ballot filed with the mobilehome owner's

committee shall be presumed to be retaliatory: this presumption affects the burden of proof, and is rebuttable by the park owner.

5.32.160 Severability. If any provision or clause of this chapter or the application thereof to any person or circumstance is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other chapter provisions or clauses or applications thereof which can be implemented without the invalid provision or clause or application, and to this end the provisions and clauses of this chapter are declared to be severable.

MOBILE HOME PARK OWNERS - MOBILE HOME OWNERS
LETTER OF AGREEMENT

This letter of agreement is between (**) Mobile Home Park Owners and Mobile Home Owners in (**) as represented by their elected committee and (*****).

Whereas: there currently exists a dispute between (**) Mobile Home Park Owners and (**) Mobile Home Owners relative to 1981 User-fees (Rents) for use of space, present service and amenities of the Park; and

Whereas: both the Park Owners and the Mobile Home Owners are in favor of a means of solving the dispute other than through Government regulations; and

Whereas: the City of (***) took action on (****) instructing Park Owners and Mobile Home Owners to get together through a Negotiating Committee; and establish an Arbitrator approach if necessary as a final solution; and

Whereas: the Park Owners have indicated a desire and willingness to proceed with a Negotiating Committee; and

Whereas: the Mobile Home Owners through their representative organizations - their elected committee and (*****), have indicated a desire to establish a Negotiation Committee; therefore it is agreed the following steps in procedure will be followed to resolve the dispute.

NEGOTIATING PROCEDURE

1. Immediately following the Park Owners notice of increase in User-fees ((Rents), the Mobile Home Owners will be polled for acceptance or rejection.

2. Should a simple majority of the Mobile Home Owners by spaces currently occupied reject the proposed increase in User-fee (Rents), there shall be formed within two (2) weeks a Negotiating Committee consisting of seven (7) members. Three members shall be selected by Park Owners, three selected by Mobile Home Owners and one (1) selected by the six. In addition, two (2) non-voting, non-discussion alternates shall be selected by and for the Mobile Home Owners and two (2) for the Park Owners, to sit in all meetings and actively replace a Committee member only in case of absence of the regular member. Should the six members decide unanimously that a seventh member is not needed, then the committee shall proceed with six members.

3. The Negotiating Committee shall meet at times and intervals sufficient to arrive at a mutually agreeable User-fee (Rents) within 20 days after formation of the Committee. The Negotiating Committee shall consider all evidence presented to it. The Mobile Home Owners and Park Owners shall be encouraged to present facts and testimony for the committee members to consider. These facts may be presented with the assistance of a spokesman or counsel.

4. A two-third (2/3) vote of the Negotiating Committee will be required to agree on a User-fee (Rents) to be presented to the Mobile Home Owners for acceptance.

5. After a User-fee (Rents) has been agreed by the Negotiating Committee, the Mobile Home Owners shall be polled for acceptance or rejection. A simple majority vote of the Mobile Home Owners by spaces (one space equals one vote) will be required to accept or reject. In the event the vote is to reject, the procedure set forth in Paragraph 6, 7, & 8 below shall be followed.

6. Should the Negotiating Committee be unable to agree upon acceptable User-fee (Rents), the Mobile Home Owners by spaces (one space equals one vote), shall be polled for acceptance or rejection of the Park Owners proposal and if rejected by a simple majority, the dispute will be submitted to binding arbitration. The Arbitrator will be selected by the Negotiating Committee according to the Rules of the American Arbitration Association. The Arbitrator will be given 10 working days if possible after receipt of the case to arrive at his decision. The decision of the Arbitrator will be final and binding upon both parties retroactive to date of noticed increases. The Arbitration hearing will be held and conducted according to the Rules of the American Arbitration Association and applicable California law.

7. Each party shall submit such evidence as they feel is necessary to support their respective positions in the dispute in determining if a rent increase is necessary or required and if so is it fair and equitable to the Mobile Home Owners and will it provide the Park Owners sufficient funds to operate the Park, with a just and reasonable return on his property.

Suggested testimony furnished for his consideration may include but not be limited to, the services and amenities provided, the value of the property and capital improvements, taxes, operating expenses, the value of the Mobile Home Owners coaches, their increased costs in upkeep, including but not limited to increased costs in electricity and gas, etc.

However, whenever any testimony is submitted, the Arbitrator shall make the determination to include or exclude any testimony which he feels is not germane and material to the dispute.

8. The cost of the arbitration will be shared equally by the Park Owners and the Mobile Home Owners.

9. This agreement is not intended to supersede or contradict the laws of the State of California generally or as they pertain specifically to mobilehome parks, mobilehome park rents, and otherwise, as they are now enacted or enacted in the future by the California State Legislature or the California State Constitution. Further, this agreement is specifically conditioned on the City of (***) taking no action by way of ordinance or otherwise to direct influence or control directly or indirectly the rent levels in Mobilehome Parks in (***) .

(**) Name of Park

(***) Name of City

(****) Date

(*****) Name of Chapter and Number

Date _____

Approved in Form and Content
by Members of Negotiating
Committee

RESOLUTION NO. 80-796

Adopted by The Sacramento City Council on date of

APPROVED
BY THE CITY COUNCIL

DEC 2 1980

DEC 2 1980

A RESOLUTION ESTABLISHING A PROCEDURE FOR
MEDIATION OF TENANT-LANDLORD DISPUTES RELATING
TO RENTS WITHIN MOBILE HOME PARKS

OFFICE OF THE
CITY CLERK

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

WHEREAS, rising rentals within mobile home parks in the City of Sacramento are burdening tenants of those parks; and

WHEREAS, this Council desires to address the problem of rising rentals by exploring an alternative which involves improved communication between owners of mobile home parks and their tenants, before reaching the ultimate question of whether rent control per se should be established by law; and

WHEREAS, recognizing the frailties of a system which envisions voluntary cooperation towards improved communication for the purpose of reconciling disagreements, this Board, nevertheless, calls upon the Golden State Mobilehome Owner's League ("GSMOL") and the Western Mobile Home Association ("WMA") to cooperatively participate in the following program of voluntary mediation for the purpose of reconciling the level of rent;

WHEREAS, This Council desires to establish such a program of voluntary mediation in joint cooperation with the County of Sacramento which is establishing a similar program;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Sacramento, that a system of mediation of mobile home landlord-tenant rental disputes is hereby established as follows:

1. A mediation proceeding under this resolution shall be commenced by the filing with GSMOL, WMA and the owner of a mobile home park within the City of Sacramento a written petition signed by not less than the tenants of a majority of the spaces within that mobile home park which are rented on the date of the petition, asserting that there has been a rental increase with respect to some or all of the spaces within that mobile home park which has commenced since December 31, 1979, and is unreasonable. Signature of the petition by one tenant of a space is sufficient, even if there is more than one tenant of that space. In addition, the petition shall contain the following:

- a. The date of the petition;
- b. The name and address of each person filing the petition;
- c. The name and address of the mobile home park involved in the petition;
- d. The number of mobile home spaces in the park;
- e. The number of mobile home spaces represented by the petition;
- f. The number of spaces within the mobile home park which on the date of the petition are being rented;

CERTIFIED AS TRUE COPY
of Resolution No.

80-796
- 1980

DATE CERTIFIED

park known to be offered for sale on the date of the petition.

h. The rent charged for the mobile home spaces, together with a schedule of all other services charged to the tenants and the period of time that such rent and charges were in effect;

i. The increase or proposed increase of rent and the date of such increase;

j. A description of the major capital or physical improvements made at the mobile home park since the last rent increase, together with any additional services provided to tenants during said period. Also, describe the other amenities provided for the tenants, including recreation facilities, if any.

k. The facts relied upon to support the claim that the increase, or proposed increase, of rent is unreasonable together with supporting documents;

l. The name, mailing address, and telephone number of the owner of the mobile home park, the name, mailing address, and telephone number of the manager of the mobile home park (if the park is operated by a non-resident owner), and the names, mailing addresses and telephone numbers of the designated representative or representatives of the petitioners. Not more than three designated representatives of the petitioners shall be so named or authorized to act in behalf of the petitioners. Representatives so designated in the petition shall be fully authorized to represent the petitioners in the mediation process and agree in their behalf to such solutions to grievances as result therefrom.

2. The petition shall be filed with GSMOL, WMA and the owners or operators of the mobile home park to which it relates.

3. Within 15 days after receipt of a petition complying with the provisions of this resolution, GSMOL and WMA shall each appoint a mediator and those two mediators shall appoint a third mediator to serve as a mediation panel whose responsibility it is to investigate and resolve the dispute. GSMOL and WMA shall develop a cooperative working arrangement to the end that mediators are appointed and act expeditiously. If the mediators appointed by GSMOL and WMA are unable to agree on the third mediator within 15 days after their appointment, the Mobile Home Rent Review Commission shall be empowered to appoint the third mediator of the mediation panel.

4. Each mediation panel shall, as a panel or through one of its members acting as an agent, meet individually with the designated representatives of the petitioners and the owner, manager or a representative thereof. The mediation panel shall also meet jointly with the designated representatives of the petitioners and the owner, manager or a representative thereof. As many meetings shall be held as are necessary to complete the mediation process.

Owners, managers or representatives thereof shall provide such information to the mediation panel or its agent member as is necessary to support the basis for the justification which the owner asserts respecting the contested rental increase. With the assistance of the mediation panel, designated representatives of the petitioners, and the owner, manager or their representatives shall make a good faith effort to find a mutually agreeable basis for resolution of the disagreement to which the petition relates. In the event that either the petitioner or the owner shall fail to appear, cooperate, or fail to present such information as the mediation panel deems necessary, then the mediation panel shall still consider such evidence as is presented and make such recommendation as it deems appropriate as if both parties were present or were participating in the mediation process.

5. Each mediation which results in a mutually agreeable resolution of a petition shall be the subject of a written statement signed by the mediation panel which announces the solution. A copy of the petition and of the written announcement shall be filed with the Clerk of the Board of Supervisors.

6. If a mediation panel determines that a disagreement presented by a petition is irreconcilable, the panel shall prepare a written decision which contains findings of material facts and recommendations to the parties as to how to specifically resolve the disagreement. The decision shall be signed by the mediation panel. A copy of the petition and the written decision shall be filed with the Clerk of the Board of Supervisors.

7. There is hereby created a Mobile Home Rent Review Commission of the City and County of Sacramento. This Commission shall be composed of five members who shall serve at the pleasure of the appointing authorities. Two of the Commission members shall be appointed by the Mayor with the approval of the City Council. Two of the Commission members shall be appointed by the Sacramento County Board of Supervisors. The fifth member of the Commission shall be appointed by the four members of the Commission appointed by the City and County of Sacramento. Vacancies in office shall be filled by the appointing authority. The Commission members shall receive no compensation.

The Clerk of the Board of Supervisors shall be the official custodian of all records of the Commission, shall issue all notices of Commission meetings or hearings required by this Resolution or law, and shall perform any clerical assistance required by the Commission.

8. Any petition which, within ninety (90) days following the date on which it has been filed, with WMA, has not become the subject of a written announcement issued by the mediation panel pursuant to paragraph 5, above, may be appealed to the Mobile Home Rent Review Commission of the City and County of Sacramento. The appeal shall be filed not later than 120 days after the date on which the petition has been filed with WMA. The appeal shall be in writing, shall recite the date or dates upon which the petition has been filed with GSMOL, WMA and the owner, shall describe the events which have transpired since filing of the petition, shall contain by attachment a copy of the petition, shall contain the issues raised on appeal and shall be signed by the designated representative of the petitioners. All appeals shall be filed with the Clerk of the Board of Supervisors, and shall be accompanied by a filing fee payable to the County of Sacramento in the amount of \$50.00 per appeal, which shall be retained by the County to defray the costs of administering the programs embodied in this Resolution and the one adopted by the Board of Supervisors of the County of Sacramento.

9. A hearing shall be scheduled by the Commission not later than sixty (60) days after an appeal is filed. Written notice of the time and place of the hearing shall be transmitted in writing at least seven (7) days in advance to the designated representatives of the petitioners, the owner or operator of the mobile home park, GSMOL, and WMA. The purpose of the hearing will be to consider the respective positions of the parties so that the Commission can attempt to find a mutually satisfactory basis for resolution of the disagreement. In the event that any party should fail to appear at the hearing at the specified time and place, the Commission may hear and review such evidence as may be presented and may make such decision as it deems appropriate as if all parties had been present. All proceedings at the hearing shall be tape recorded. Any transcript requested shall be prepared at the expense of such person or party requesting the transcript. The original of such transcript shall be filed with the Clerk of the Board of Supervisors. All testimony shall be taken under oath or affirmation. The hearing need not be conducted under technical rules applied in courts of law.

APPROVED
BY THE CITY COUNCIL

DEC 2 1980

10. ... a mediation panel formed hereunder or any member thereof shall be deemed to be an officer, agent or employee of the City of Sacramento. No compensation or costs by the City of Sacramento shall be payable or become due for any service rendered or expense incurred as a result of this resolution.

11. The City Manager of the City of Sacramento and County Executive of the County of Sacramento are hereby authorized to jointly adopt rules and regulations, prepare forms and take such other action as may be necessary to carry out the intent of this Resolution; provided, however, that the Mobile Home Rent Review Commission may adopt rules and regulations relating to its' activities as it deems appropriate.

BE IT FURTHER RESOLVED that this Resolution shall become operative on December 1, 1980, shall be deemed repealed by operation of its terms of April 1, 1982, and no petition shall be filed hereunder subsequent to October 31, 1981.

PHILLIP L. ISENBERG

MAYOR

LORRAINE MAGANA

CITY CLERK

MOBILE HOME OWNER'S LEAGUE OF THE SILVER STATE, INC.
P.O. Box 42326 - Las Vegas, NV 89104

THE MOBILE HOME OWNER'S LEAGUE OF THE SILVER STATE ARE CONDUCTING A SURVEY TO ESTABLISH PROOF OF THE ECONOMIC HARDSHIP THAT EXISTS DUE TO THE EXCESSIVE INCREASES OF RENT IN MOBILE HOME RENTAL PARKS.

THE FEDERAL GOVERNMENT ESTABLISHED THAT ONLY 25% OF A PERSON'S INCOME SHOULD GO TOWARD THEIR HOUSING COSTS. IF WE ARE ABLE TO ESTABLISH PROOF THAT WE EXCEED THE 25% ON A GENERAL AVERAGE THROUGH MOBILE HOME PARKS, THIS WILL GREATLY AID IN OUR EFFORTS TO STOP THESE RENT INCREASES THROUGH LEGISLATION.

PLEASE FILL OUT THIS QUESTIONNAIRE AND RETURN IT TO: MHOLSS - P.O. BOX 42326, LAS VEGAS, NEVADA 89104.

THESE ARE VERY PERSONAL QUESTIONS: PLEASE DO NOT SIGN YOUR NAME TO THE FORM. THIS INFORMATION WILL BE CONFIDENTIAL AND USED FOR THE DETERMINING OF THE ECONOMIC CONDITIONS EXISTING IN MOBILE HOME PARKS.

* * * * *

NAME OF PARK _____ DATE _____

TYPE OF COACH: DOUBLE _____ SINGLE WIDE _____ YEAR OF COACH _____

DO YOU OWN YOUR COACH? YES _____ NO _____ If mortgaged: AMOUNT OF MO. PAYMENT \$ _____

UTILITIES: ARE THE UTILITIES OBTAINED DIRECT FROM THE UTILITY CO. YES _____ NO _____

IF YOUR UTILITIES ARE OBTAINED FROM THE PARK, DO YOU HAVE A SEPARATE METER

METERED GAS _____ ELECTRIC _____ WATER _____

IF YOU DO NOT HAVE A METER AND OBTAIN YOUR UTILITIES FROM THE PARK, PLEASE STATE

AMOUNTS PAID, IF KNOWN: GAS \$ _____ ELECTRIC \$ _____ WATER \$ _____

ARE YOU A REGISTERED VOTER? YES _____ NO _____ ONE _____ TWO _____

MARRIED _____ SINGLE _____ AGE: HUSBAND _____ WIFE _____

NUMBER OF CHILDREN LIVING AT HOME _____

INCOME:

MONTHLY INCOME \$ _____ SOURCE OF INCOME: (Social Sec., Pension, i.e.)

DATE TAKING OCCUPANCY _____ AMOUNT PAID WHEN TAKING OCCUPANCY \$ _____

DATE OF LAST INCREASE \$ _____ AMOUNT OF INCREASE \$ _____

AMOUNT OF RENT BEING PAID NOW \$ _____ IF INCREASE NOTICE IN EFFECT,
DATE DUE _____
AMOUNT \$ _____

QUESTIONS: 1. DO YOU BELIEVE IN RENT CONTROL? YES _____ NO _____

2. IF YOU WERE UNABLE TO PAY THE RENT INCREASE AND HAD TO MOVE, WHERE WOULD YOU MOVE TO? _____

IF YOU HAVE ANY COMMENTS, PLEASE WRITE THEM ON THE BACK OF THIS FORM.