



MOBILEHOME OWNERS LEAGUE OF THE SILVER STATE, INC.

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LAS VEGAS, NEVADA 89104  
TELEPHONE (702) 873-9896

March 26, 1981

Assemblyman Ed Kovacs  
Legislative Building  
Carson City, Nevada 89710

Dear Assemblyman Kovacs:

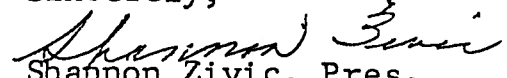
Enclosed, you will find documents recently received from California, that will illustrate the recommended system that we will proposed to the local governments if AB 30, Enabling is passed.

This deals with the past history of rent problems in Carlsbad, Calif. What action has been taken by the city. It would appear that after a moratorium has been set, in anticipation of a probable rent control type board, the tenants and the park owners have virtually resolved their problems without help from the City of Carlsbad.

I might also add, that by the MEDIATION REQUIREMENT ORDINANCE SYSTEM it exempts any possibility of legal contest to the local governments.

Hope this will help in resolving our problem.

Sincerely,

  
Shannon Zivic, Pres.  
MHOLSS

CITY OF CARLSBAD

AGENDA BILL NO. 6410 - Supplement #4

Initial: \_\_\_\_\_  
Dept. Ed. \_\_\_\_\_

DATE: FEBRUARY 28, 1981

C. Atty. \_\_\_\_\_

DEPARTMENT: CITY MANAGER

C. Mgr. \_\_\_\_\_

Subject: MOBILE HOME PARK RENT MORATORIUM

Statement of the Matter

On September 16, 1980, the Council received a petition signed by 1400 persons requesting the City to impose a moratorium on rents in mobile home parks and to appoint a commission to draft an ordinance to regulate relationships between mobile home park and unit owners.

Council referred petition to City Manager and requested a report in 30 days.

On October 28, 1980, the Council adopted Ordinance No. 9565 imposing a 60-day moratorium on rent increases in four mobile home parks in Carlsbad.

Council also adopted a motion requesting each mobile home park to appoint a negotiating committee to attempt to solve rental disputes by January 1, 1981.

In addition Council directed City Attorney to prepare an ordinance establishing a negotiation-arbitration procedure for mobile home parks. At the October 28 Council meeting reports from the City Attorney's office and the City Housing office reviewed pertinent facts concerning rent regulations in mobile home parks.

On December 16, 1980, a public hearing was held to consider the ordinance drafted by the City Attorney. At that hearing testimony was presented indicating that two mobile home parks had resolved the rental disputes (Solamar and Lanikai Lane); Rancho Carlsbad Park had entered into an agreement to negotiate and arbitrate the dispute; and Lakeshore Gardens had not resolved the problem.

Testimony was also presented indicating that the majority of mobile homeowners still favored a city regulatory ordinance but they were not supportive of the ordinance drafted by City Attorney.

On December 16, 1980, the Council adopted Ordinance 9572 extending the moratorium to February 28, 1981. The Council also directed the City Attorney to revise the regulatory ordinance and directed the City Manager to continue efforts to bring about a voluntary agreement within each park to establish negotiation-arbitration procedure to resolve disputes.

On January 20, 1981, a petition was filed with the City Council by the mobile home owners of Lanikai Lane asserting that a dispute exists in that park and asking the Council to include Lanikai Lane in the moratorium. The Council denied the request based upon testimony that rental increases had already gone into effect on January 1, 1981 and that the alleged dispute concerned matters other than a general rent

Statement of the Matter (Con't.)

On February 10, 1981, the Council rejected a recommendation from the City Manager and City Attorney to extend the moratorium to April 10, 1981 in order to allow an ordinance to be adopted and become effective. The Council at that time scheduled a meeting for February 28 for a final resolution of the moratorium issue.

OTHER ACTIONS

The above statement lists the official actions of the City Council. In addition numerous other actions have occurred over the past five months which relate to the mobile home rent issue.

On December 29, 1980, a Complaint for Injunctive and Declaratory Relief was filed in the Superior Court in Vista. The complaint was brought by the owners of Rancho Carlsbad against the City of Carlsbad in an effort to declare the December 16, 1980 moratorium unconstitutional, invalid and unenforceable. Various actions, depositions and hearings concerning that complaint have followed and are still being pursued.

The City Attorney's office has been deeply engaged in research and drafting of various ordinance approaches to dealing with mobile home rents. In addition, the Attorney's Office has expended substantial time and effort in defending the Moratorium action in court. It is clear that any regulatory ordinance or moratorium extension will result in protracted and costly litigation to test the City's power to regulate in this area.

The City Manager's office has also been engaged in extensive research and negotiation in order to bring about a voluntary solution to the dispute.

Mayor Packard and individual members of the City Council have also held numerous meetings with mobile home owners and committees in order to bring about an agreement.

CURRENT SITUATION

At the time of the Council meeting on February 28, 1981, the following situation will exist.

1. Solamar mobile home park has entered into an agreement dated December 16, 1980 providing for a negotiating procedure. Rents were increased 7 % on January 1, 1981. There is no dispute in Solamar at this time.
2. Rancho Carlsbad has entered into an agreement dated February 25, 1981 which provides a negotiation-arbitration procedure to resolve the noticed 13% rental increase. This agreement is signed by Kenneth Reed, Attorney in fact for the Park Owner and by GSMOL Negotiating Committee with power of attorney for 387 mobile home owners (86%). The agreement is conditioned on "the City of Carlsbad not taking any action by way of ordinance or moratorium to control or suspend rent increases in mobile home parks in Carlsbad"- (Section XVI).

CURRENT SITUATION (Con't.)

3. Lanikai Lane owner Jack Robinson has signed an agreement, substantially the same as the Rancho Carlsbad agreement. Lanikai Lane Mobile Home Owners Association has indicated that they will support the agreement. Because of lack of time it was not possible for all mobile home owners in Lanikai Lane to review and sign the agreement. Rent increases in Lanikai Lane were effective January 1, 1981. No further rent increase notices are expected before November 1, 1981. There will be no need for negotiation on Lanikai Lane before then so adequate time is available for Lanikai Lane mobile home owners to determine how they wish to deal with negotiation.
4. Lakeshore Gardens owners (Charles Bronson et al) have opted not to enter into an agreement to negotiate rents. They have, however, offered to settle the rent dispute by increasing rents 11% November 1, 1980. They have further offered to excuse rents due between November 1, 1980 and March 1, 1981. This provides an effective 7½% rent increase for the current year. The next rental increase could be noticed for November 1, 1981. The original rent notice for November 1980 was at 16% so the residents of Lakeshore Gardens have substantially benefitted from the Council's actions to date.

EXHIBITS

Solamar Agreement - December 16, 1980  
Rancho Carlsbad Agreement - February 25, 1981  
Lanikai Lane Agreement \ )  
  ) to be filed 2/28/81  
Lanikai Home Owners' letter)  
Lakeshore Gardens' letter  
Ordinance (Revised)  
Moratorium Extension Ordinance  
Report on rental increases

OPTIONS FOR COUNCIL CONSIDERATION

- A. Allow Moratorium to expire. If Council feels that all parties have substantially complied with Council intent to work out a voluntary solution to the problem - no action is required.
- B. Extend Moratorium on Rental Increases. If Council feels that more time is needed to work out details then the moratorium could be extended.

The risk in this course is that extending the moratorium

could invalidate current agreements and litigation would continue .

C. Adopt Ordinance establishing procedure to facilitate disputes.

If Council feels that the voluntary agreement approach is unworkable then an ordinance could be adopted. The risk in this course is that all work done to date would be fruitless and the City would be involved in costly and prolonged litigation. If this course is chosen, it is suggested that commitments be gained from GSMOL and mobile home owners that they will assist the City in legal defense.

BIRTCHEP PACIFIC

February 26, 1981

Mayor Ronald C. Packard  
City of Carlsbad  
Carlsbad, California 92008

Dear Mr. Mayor:

As agent for the owners of Lakeshore Gardens Mobile Home Park, we have decided to propose the following reduced rent increases providing the City of Carlsbad allows the "rent moratorium" to expire at midnight, February 28, 1981.

<u>Space</u>	<u>Present Monthly Rate</u>	<u>Increase</u>	<u>New Monthly Rate</u>
A	\$160	\$18	\$178
B	\$180	\$20	\$200
C	\$195	\$21	\$216
D	\$210	\$23	\$233

The new rate of rent as stated above is effective November 1, 1980. The owner, in the spirit of cooperation, is going to forgive the increase for the months of November, December, 1980, January and February, 1981, therefore, the new rates of rent will commence March 1, 1981.

In accordance with state law, these rates will remain constant through October 31, 1981.

We understand that this has been a significant problem for you and the City Council. We hope you understand our problem and the history of rental rates in Lakeshore Gardens.

John W. Skillman  
Vice President - Property Management

cc: Larry Martindale

Above letter dictated over the phone Friday, February 27, 1981 by Mr. Skillman. Letter sent by him was not received in today's mail.

AGREEMENT

THIS AGREEMENT is made on the 25<sup>th</sup> day of September, 1981, by and between WESTERN LAND & DEVELOPMENT COMPANY, a general partnership, DBA RANCHO CARLSBAD, its assigns and successors in interest, hereinafter referred to as "Owner" and the owners of mobilehomes in Rancho Carlsbad, and their assigns and successors in interest, hereinafter referred to individually and collectively as "Mobilehome Owners".

I

DEFINITIONS

Words used in this agreement shall have the meaning ascribed to them in this Paragraph:

(1) "Arbitration" means a process conducted in accordance with the rules, regulations, and procedures of the American Arbitration Association as well as applicable California law.

(2) "Arbitrator" means an arbitrator selected pursuant to this agreement on a case-by-case basis.

(3) "Association" means an organization authorized by powers of attorney to represent the mobilehome owner(s) for the purposes of this agreement.

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

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

(6) "Mobilehome Owner(s)" means any person(s) entitled to occupy a mobilehome dwelling unit pursuant to ownership thereof.

(7) "Rent" means the consideration, including any benefits or fees in connection with the use and occupancy of a mobilehome space in a park.

## II

### NOTICE OF RENT INCREASES

Any notice that an increase in rent is to become applicable shall be accomplished by written notice thereof to the mobilehome owner(s) of the park. Such notice shall be effected in accordance with applicable California law. In addition, the notice shall provide for the indication by the mobilehome owner(s) of their acceptance or rejection of the proposed increase.

## III

### MOBILEHOME OWNER(S) RESPONSE TO NOTICE

Within fifteen (15) days of the date of a notice pursuant to Paragraph II, hereof, the mobilehome owner(s) shall reply as follows:

(1) Mobilehome owner(s) electing to accept the rent increase rather than be bound by an arbitrator's decision, and who wish to represent themselves, may do so by simply making no reply. Failure to reply within fifteen (15) days of the date of notice pursuant to Paragraph II shall constitute acceptance of the rent.

(2) Mobilehome owner(s) electing to reject the proposed increase and who wish to represent themselves, may do so by notifying the park owners of their decision directly.

(3) Mobilehome owner(s) electing to have the association represent them may send their acceptance or rejection of the proposed increase to their association, along with a power of attorney



duly appointing the association as their attorney in fact.

(4) If the rent increase should be referred to arbitration, each mobilehome owner, whether individually or as a member of the association, should the association elect to arbitrate, shall pay their pro rata share of one-half of the costs of arbitration as provided herein. If an individual wishes to be bound by the arbitration conducted by the association, he may do so by agreeing to pay his share of the costs as provided above.

#### IV

##### ACCEPTANCE OF INCREASE

For the mobilehome owner(s) who accept the noticed increase in rent, said increase will become effective on the date designated by the owner on the notice of rent increase.

#### V

##### REJECTION OF INCREASE

For the mobilehome owner(s) who reject the proposed increase, such rejection shall constitute an election to negotiate as hereinafter provided.

#### VI

##### NEGOTIATION

The parties hereto shall promptly meet in a good faith effort to explain and justify their respective positions and attempt to resolve the dispute. If agreement is reached, the increase will be effective as of the date originally noticed.

After a reasonable period of time (in no event more than 20 days), if no agreement is reached, either party may declare an impasse and request the matter be referred to arbitration as hereinafter provided.

## VII

### INITIATION OF ARBITRATION

Upon receipt of one or more requests for arbitration as provided hereinabove, the mobilehome owner(s) so electing and the owner shall immediately take steps to select an arbitrator, and do anything else required to secure a speedy resolution of the arbitration. If the parties cannot agree on the selection of an arbitrator within ten (10) days, the arbitrator shall be selected pursuant to the rules and procedures of the American Arbitration Association.

## VIII

### ARBITRATION

The arbitrator shall determine the rights of the parties in accordance with the law and the provisions of this agreement. The award shall be subject to review as to the arbitrator's application of the law and facts in a hearing de novo by any court having jurisdiction of the matter, whether or not any mistake of law or fact shall appear upon the face of the award. Each party shall be entitled to written findings of fact as to all issues determined by the award. Subject to the above limitations and to Paragraph XIII, the award granted by the arbitrator shall be binding upon all parties to the arbitration.

IX

VENUE

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

X

STANDARDS FOR ARBITRATION

The arbitrator shall give due consideration to the purposes and intent of this agreement in reaching a decision. In determining what is a fair rent increase and fair rate of return on the value of the owner's property, the arbitrator may consider all relevant facts, including but not limited to, the services and amenities provided, the current value of the property and capital improvements, the cost of new capital improvements, taxes, operating expenses, the value of the mobilehome owner(s) coaches, their increased costs in upkeep, including but not limited to, increased costs in electricity and gas. 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.

XI

ARBITRATOR'S DECISION

The arbitrator shall make a final decision within ten (10) days after the conclusion of the arbitration proceedings and shall notify the parties of such decision. The rent shall be determined by the arbitrator and may be more or less than the amount of rent

(1) The rent noticed pursuant to Paragraph II shall be paid to owner according to the terms of that notice subject to refund or surcharge and accrued interest as provided in this Paragraph.

(2) The decision of the arbitrator shall be retroactive to the effective date of the last notice of rent increase. Any rent increases which have been collected by an owner pursuant to an increase which is the subject of a mobilehome owner(s)' request for arbitration and which is later determined by the arbitrator to have been excessive, shall be credited to future rent; such sums shall bear interest at the rate of Twelve (12%) Percent per annum from the date of payment to the owner. Any award in excess of the noticed increase shall be immediately due and payable; such sums shall bear interest at the rate of Twelve (12%) Percent per annum from the effective date of the notice.

(3) The arbitrator's decision shall be in full force and effect until changed by a court of competent jurisdiction.

#### XIII

#### COSTS

The costs of arbitration shall be paid one-half by the owner and one-half by the mobilehome owner(s) electing to arbitrate (on a pro rata basis).

#### XIV

#### INDIVIDUAL MOBILEHOME OWNER'S RIGHTS

Mobilehome owner(s) shall have the right to form, join and participate in the activities of residents' associations formed for the purpose of performing the provisions of this agreement or to refuse to form, join in, or participate in the activities of such associations. Mobilehome owner(s) shall

also have the right to negotiate individually and directly with the owner, and to establish the terms and conditions of their tenancies, including rent, by separate agreement with the owner which shall supersede the terms and conditions of any negotiated agreement between other mobilehome owner(s) and the owner, any decision of any park committee or association and any decision of the arbitrator. Owner shall not discriminate against any mobilehome owner(s) for an exercise of the rights established by this Paragraph, or coerce any mobilehome owner(s) with respect to the exercise of such rights.

XV

ENFORCEMENT

Both the owner and mobilehome owner(s) shall have the right to enforce the terms of this agreement in any court of competent jurisdiction.

XVI

APPLICABLE LAW

This agreement shall be interpreted according to California law, and 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, or 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 Carlsbad not taking any action by way of ordinance or moratorium to control or suspend rent increases in mobilehome parks in Carlsbad.

XVII

SEVERABILITY

If any provision or clause of this agreement 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 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 agreement are declared to be severable.

XVIII

EFFECTIVE DATE AND DURATION OF AGREEMENT

This agreement shall become effective at the date of execution, and shall remain in force and effect until July 1, 1982. Any rent noticed during the term of this agreement shall be determined pursuant to the provisions of this agreement and the agreement shall survive for that purpose and that purpose only past the termination date of July 1, 1982.

XIX

SUCCESSORS IN INTEREST

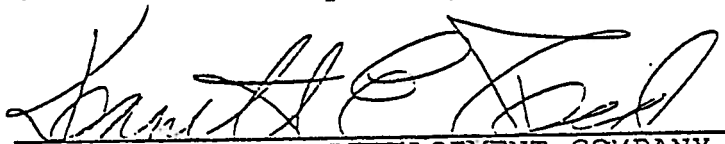
This agreement shall be binding upon and inure to the benefit of heirs, assigns and successors in interest to the parties hereto.

XX

EXECUTION IN COUNTERPART

This agreement may be executed in counterpart.

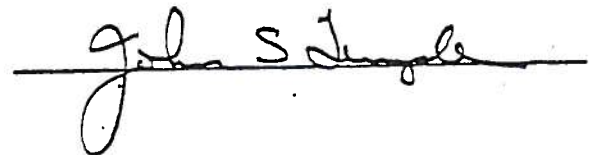
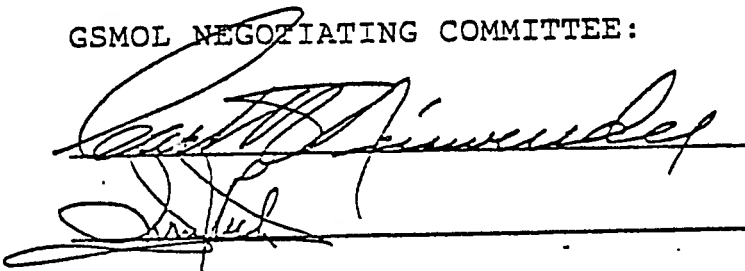
IN WITNESS WHEREOF, the park owners have caused this agreement to be executed in their name and behalf, by their attorney in fact, and GSMOL Chapter 789, and its negotiating committee, on behalf of and as attorney in fact for itself and its entire membership have caused this instrument to be executed in its name and on behalf of its respective officers and the negotiating committee who are duly authorized to do so as of the day and year first above written.



WESTERN LAND & DEVELOPMENT COMPANY  
DBA RANCHO CARLSBAD  
By KENNETH E. REED, Rent Coordinator,  
and Attorney in Fact

GSMOL, Chapter 789:

GSMOL NEGOTIATING COMMITTEE:



Individual mobilehome owners wishing to enter into this arbitration agreement but not wishing to be represented by GSMOL 789 and the GSMOL Negotiating Committee may sign below and deliver a copy of this agreement to owner on or before March 15, 1981.

MOBILEHOME OWNER

MOBILEHOME OWNER

February 27, 1981

Hon. Ron Packard, Mayor City of Carlsbad  
City Hall  
Carlsbad, Ca. 92008

Dear Mayor Packard:

In accordance with our conversation with you, we hereby confirm our agreement to recommend to Lakeshore Gardens home owners the acceptance of the proposed rent increases offered by the park owners on February 26, 1981.

We cannot, of course, guarantee that it will be approved by a majority, since there is still a strong feeling on the part of some that a negotiating ordinance along the lines proposed is desperately needed as protection in the future. However, we are of the opinion that the proposed increase will very likely be accepted.

We will inform you of the outcome when the vote has been completed and tabulated.

Thank you for your efforts on our behalf.

Cordially,  
Lakeshore Gardens Negotiating  
Committee

*Victor Bergquist*  
Victor Bergquist

*Joseph Tengler*  
Joseph Tengler



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, AMENDING TITLE 5 OF THE CARLSBAD MUNICIPAL CODE BY THE ADDITION OF CHAPTER 5.32 TO FACILITATE RESOLUTION OF DISPUTES OVER MOBILEHOME PARK RENTS.

The City Council of the City of Carlsbad, California, does ordain as follows:

SECTION 1: That Title 5 of the Carlsbad Municipal Code is amended by the addition of Chapter 5.32 to read as follows:

"Chapter 5.32

PROCEDURE FOR RESOLUTION OF  
DISPUTES OVER MOBILEHOME PARK RENTS

Sections:

- 5.32.010 Purpose and intent.
- 5.32.020 Definitions.
- 5.32.030 Applicability.
- 5.32.040 Rental information.
- 5.32.050 Formation of park negotiating committee.
- 5.32.060 Advance notice of rent increases.
- 5.32.070 Mobilehome owners response to ballot.
- 5.32.080 Acceptance of increase.
- 5.32.090 Rejection of increase.
- 5.32.100 Meeting of park negotiating committee.
- 5.32.110 Tentative agreement ballot.
- 5.32.120 Acceptance of agreement.
- 5.32.130 Rejection of agreement.
- 5.32.140 Final offer.
- 5.32.150 Acceptance of final offer.
- 5.32.160 Rejection of final offer.
- 5.32.170 Initiation of arbitration.
- 5.32.180 Arbitration.
- 5.32.190 Venue.
- 5.32.200 Standards for arbitration.
- 5.32.210 Arbitrator's decision.
- 5.32.220 Costs.
- 5.32.230 Retroactivity.
- 5.32.240 Enforcement.
- 5.32.250 Limitation on fees and assessments.
- 5.32.260 Retaliatory eviction.
- 5.32.270 Exception-private agreement.
- 5.32.280 Severability.

5.32.010 Purpose and intent. There is presently within the City of Carlsbad and the surrounding areas, a severe shortage of spaces for the location of mobilehomes. Because of the

1 shortage there is a low vacancy rate, and rents have been for  
2 several years and are presently in some parks rising rapidly  
3 and causing great concern among a substantial number of Carlsbad  
4 residents. These concerns have resulted in strife which  
5 jeopardizes the public health, safety and welfare of both the  
6 mobilehome owners and mobilehome park owners. The problems  
7 caused by this strife can be avoided if both parties will under-  
8 stand their respective rights as property owners and their  
9 relation to one another. Because their rights are interrelated,  
10 both parties must refrain from certain unilateral acts or practices.  
11 This chapter is intended to promote an understanding of these  
12 matters and to provide a procedure to resolve disputes. Due to  
13 the high cost of moving mobilehomes, the potential for damage  
14 resulting therefrom, the requirements relating to the installation  
15 of mobilehomes, including permits, landscaping and site prepara-  
16 tion, the lack of alternative homesites for mobilehome residents  
17 and the substantial investments of mobilehome owners in such  
18 homes, the mobilehome owner is often in an unequal bargaining  
19 position with the park owner. This chapter is to protect the right  
20 of mobilehome owners to organize and bargain collectively by  
21 encouraging practices fundamental to the friendly adjustment of  
22 disputes arising out of differences as to rent increases in  
23 mobilehome parks by restoring equality of bargaining power between  
24 park owners and mobilehome owners. Because of the high cost of  
25 moving mobilehomes, the potential for damage resulting therefrom,  
26 the requirements relating to the installation of mobilehomes,  
27 including permits, landscaping and site preparation, the lack of  
28 alternative homesites for mobilehome residents and the substantial  
investment of mobilehome owners in such homes, the City Council  
also finds and declares it necessary to establish a means which,  
if followed, can provide protection to the 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 the increased cost of repairs, maintenance,  
insurance, upkeep and additional amenities.

It is hereby declared to be the policy of the City of  
Carlsbad to encourage the practice and procedure of collective  
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  
mobilehome parks, based on present services in effect, present  
amenities in effect and for additional amenities.

The procedures contained herein are intended to enhance  
resolution of unreasonable increases in rents by making it  
advantageous for mobilehome owners and mobilehome park owners  
to establish a better understanding for each others positions  
through communication, hopefully resulting in an agreement on  
the amount of rent to be charged. However, if an agreement cannot  
be reached, the City Council has determined it necessary and  
in the public interest to have the disagreement resolved by  
binding arbitration.

VINCENT F. BRUNO, JR.  
CITY ATTORNEY - CITY OF CARLSBAD  
1200 ELM  
CARLSBAD, CALIFORNIA 92008

1        5.32.020 Definitions. Words used in this chapter shall  
2        have the meaning ascribed to them in this section:

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

7            (2) "Arbitrator" means an impartial arbitrator  
8            selected pursuant to this chapter on a case by case basis.

9            (3) "Association" means the mobilehome owners  
10           organization representing the mobilehome owners of at least  
11           60% of the occupied spaces within the park.

12           (4) "Majority" means a simple majority of the  
13           mobilehome owners in a park eligible to vote and voting.

14           (5) "Mobilehome owner" means any person or persons  
15           entitled to occupy a mobilehome dwelling unit pursuant to  
16           ownership thereof.

17           (6) "Owner" means the owner, lessor, operator,  
18           manager or designated agent of a park.

19           (7) "Park" means a mobilehome park which rents  
20           spaces for mobilehome dwelling units.

21           (8) "Park Committee" means the mobilehome park  
22           committee to be established in each mobilehome park in accordance  
23           with this chapter.

24           (9) "Rent" means the consideration, including any  
25           benefits, or fees, in connection with the use and occupancy of  
26           a mobilehome space in a park.

27        5.32.030 Applicability. The provisions of this chapter  
28        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 owner containing: (1) the name and mailing address of

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28        ///

1 the association; (2) the names and addresses of the association's  
2 officers; (3) the names and addresses of the persons authorized  
3 to represent the association in dealings with the owner; and (4)  
4 certification that the membership of the association includes all  
5 the mobilehome owners of more than 60% of the occupied spaces  
6 within the park.

7 5.32.040 Rental information. Within thirty days after notice  
8 to an owner by an association of their existence, if requested the  
9 owner must provide the association with current monthly rental  
10 rates and fees schedule showing the rent for each space within the  
11 park, the schedule which was in effect one year preceding the date  
12 of activation of the association and the date and amount of any  
13 increases in rent during the interim.

14 5.32.050 Formation of park negotiating committee. The owner  
15 and association of a park shall establish a park negotiating com-  
16 mittee consisting of an even number of members--one-half of such  
17 members representatives of the owner, and one-half of such members  
18 representatives of the mobilehome owners. The exact number of  
19 members and alternates if any shall be determined by mutual agree-  
20 ment between the owner and the association.

21 5.32.060 Advance notice of rent increases. (a) Not later  
22 than sixty calendar days before an increase in rent is to become  
23 applicable, an owner shall provide written notice thereof to the  
24 association and to all mobilehome owners in the park.

25 (b) Upon receipt by the association of such notice the  
26 association shall promptly send out a secret ballot to all the  
27 mobilehome owners in the park asking for a vote on whether to accept  
28 or reject the rent increase.

1 5.32.070 Mobilehome owners response to ballot. Within ten  
2 days of receipt of a ballot pursuant to section 5.32.060, the  
3 mobilehome owners (1 vote for each space) shall reply to the  
4 association indicating their vote to accept or reject the proposed  
5 rent increase. The replies shall be tabulated by the association.  
6 The owner shall be afforded the right to be present at such tabu-  
7 lation. The association shall notify the owner of the results.

8 5.32.080 Acceptance of increase. If a simple majority of the  
9 mobilehome owners voting accept the proposed increase in rent, it  
10 will become effective on the effective date designated by the owner  
11 on the advance notice of rent increase.

12 5.32.090 Rejection of increase. If a simple majority of the  
13 mobilehome owners voting reject the proposed increase in rent, the  
14 matter shall be referred to the park negotiating committee and the  
15 increase shall not be effective.

16 5.32.100 Meeting of park negotiating committee. The park  
17 negotiating committee shall meet promptly to consider any proposed  
18 increase which is referred to them and shall investigate, hold  
19 hearings and take any other reasonable steps necessary to resolve  
20 the matter by arriving at a mutually agreeable rent increase. The

1 committee shall establish their own rules and procedures. The  
2 committee shall be guided in their deliberations by the purposes  
3 and intent of this chapter. Upon request the owner shall make  
4 available to the committee such information and records concerning  
5 the operation of the park as are reasonably necessary to a deter-  
6 mination of costs of operation and a reasonable return on the  
7 property. The owner shall also furnish the committee with facts  
8 and figures he relies on to show that the proposed rent increase  
9 is fair and equitable. The committee shall meet for a reasonable  
10 period of time in a good faith effort to reach agreement.

11 5.32.110 Tentative agreement--ballot. If the park negotiating  
12 committee reaches a tentative agreement on a rent increase, the  
13 association shall promptly by secret ballot poll the mobilehome  
14 owners in the park for acceptance or rejection. The secret ballot  
15 shall include the recommendation of the committee. The time limits  
16 and procedures of section 5.32.070 shall apply to the ballot.

17 5.32.120 Acceptance of agreement. If a simple majority of  
18 the mobilehome owners voting accept the tentative agreement the  
19 rent increase and any other provisions will become effective as  
20 provided therein.

21 5.32.130 Rejection of agreement. If the tentative agreement  
22 is rejected the matter shall be referred to arbitration in accor-  
23 dance with the provisions of this chapter.

24 5.32.140 Final offer. If after a reasonable period of time  
25 in good faith negotiations an agreement acceptable to the park  
26 negotiating committee has not been reached the owner shall make a  
27 final offer. The association shall promptly report this offer  
28 together with their recommendation to the mobilehome owners in the  
park and poll them as either acceptance of the final offer or a  
rejection and referral of the matter to arbitration. The time  
limits and procedures of section 5.32.070 shall apply to the ballot.

5.32.150 Acceptance of final offer. If a simple majority of  
the mobilehome owners voting accept the final offer it shall become  
effective as provided therein.

5.32.160 Rejection of final offer. If the final offer is  
rejected the matter shall be referred to arbitration in accordance  
with the provisions of this chapter.

5.32.170 Initiation of arbitration. Upon referral to arbi-  
tration the committee shall immediately meet and take steps to  
select an arbitrator, and do anything else required to secure a  
speedy resolution of the arbitration. If the committee fails to  
agree on the selection of an impartial arbitrator within fourteen  
days from the referral either the owner or the association shall  
have the right to submit the dispute to the American Arbitration  
Association for the selection of an arbitrator pursuant to their  
rules.

5.32.180 Arbitration. The arbitrator shall determine the

1 rights of the parties in accordance with the law, including  
2 this chapter. The award shall be subject to review as to the  
3 arbitrator's application of the law by any court having  
4 jurisdiction of the matter, whether or not any mistake of the  
5 law shall appear upon the face of the award. As to all questions  
6 of fact, however, the determination of the arbitrator or  
7 arbitrators shall be binding upon all parties and shall be  
8 deemed final and conclusive. Each party shall be entitled to  
9 written findings of fact and conclusions of law as to all issues  
10 determined by the award. Subject to the above limitations the  
11 award granted by the arbitrator shall be binding upon all parties  
12 to the arbitration.

13 5.32.190 Venue. For the purpose of litigation or  
14 arbitration, venue shall lie in the North County Judicial District,  
15 County of San Diego, State of California, or, if such venue  
16 cannot be exercised, in the Federal or State Court nearest to  
17 the North County Judicial District, County of San Diego.

18 5.32.200 Standards for arbitration. The arbitrator shall  
19 give due consideration to the purposes and intent of this chapter  
20 in reaching a decision. In evaluating the rent increase proposed  
21 by the owner, the arbitrator shall also consider increased costs  
22 to the owner attributable to increases in utility rates and  
23 property taxes, insurance, advertising, governmental assessments,  
24 cost-of-living increases attributable to incidental services,  
25 normal repair and maintenance, capital improvements, upgrading  
26 and addition of amenities or services as well as a fair rate of  
27 return on the property.

28 5.32.210 Arbitrator's decision. The arbitrator shall  
make a final decision within ten days after the conclusion of  
the hearing and notify the owner and the association. The  
association shall promptly notify the mobilehome owners of  
the arbitrator's decision.

5.32.220 Costs. The costs of arbitration shall be paid  
one-half by the owner and one-half by the association.

5.32.230 Retroactivity. (a) The procedures of this  
chapter are intended to result in a final resolution of a dispute  
prior to the effective date of a rent increase. If negotiations  
or arbitration do not result in a final decision by the effective  
date, the noticed rent shall be paid provided the amount of the  
increase shall be placed in an interest bearing trust account.  
Any negotiated agreement or arbitrator's decision shall be  
retroactive to the noticed effective date and shall provide for  
the disbursement of any trust account as a part of any such  
agreement or decision.

(b) This chapter shall apply to rents as they existed  
on December 31, 1980. Any rent increase to be effective or  
effective after that date is subject to this chapter. Upon the  
effective date of this chapter, any rent increases suspended by  
the City's moratorium ordinances shall become effective. The  
increase shall be placed in an interest bearing trust account.

1 The tenants shall have 30 days to comply with Section 5.32.030.  
2 If they do not, the increases shall be fully effective and  
3 the trust account paid to the park owner. If they do comply,  
4 Section 5.32.060(a) shall not apply. The association shall  
5 promptly send the notice required by Section 5.32.060 and  
6 the parties shall proceed to resolve the matter in accordance  
7 with this chapter. A decision on any such increase shall be  
8 fully retroactive to the originally noticed effective date.

9 5.32.240 Enforcement. (a) Violation of the provisions  
10 of this chapter shall not constitute a crime.

11 (b) A mobilehome owners' association may at any time bring  
12 an action in the courts of this state alleging a violation by  
13 an owner of any of the terms of this chapter, including

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CITY ATTORNEY - CITY OF CARLSBAD  
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CARLSBAD, CALIFORNIA 92008

1 but not limited to, the existence of a level of rents in excess  
2 of that allowed and may seek a court order requiring compliance  
with the provisions of this chapter.

3 (c) An owner may at any time file an action in the courts  
4 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.

5 (d) The owner may not enforce a rent increase in excess of  
6 that allowed by this chapter. In the event an owner increases  
rents without complying with the provisions of this chapter, such  
7 an increase shall be deemed null and void, residents shall not be  
8 required to pay such increase except to the extent it is specif-  
ically established by an individually written contract between the  
9 resident and landlord, and any resident who is sought to be  
excluded from the park through an unlawful detainer action brought  
by the owner to enforce eviction, shall have a right to assert the  
10 invalidity of such increase as a defense to the unlawful detainer  
proceedings is failure of the resident to pay such increase.

11 5.32.250 Limitation on fees and assessments. A mobilehome  
owner shall not be charged any fee for other than rent and reason-  
12 able charges for services actually rendered. A mobilehome owner  
shall not be charged a security deposit nor a fee for entry,  
13 installation hookup, or landscaping, except as specifically  
permitted under Section 798.37 of the Civil Code, as a condition of  
14 any tenancy. There shall be no imposition by the owner of any  
fees or assessments until such assessments or fees have been  
15 approved in writing by mobilehome owners representing more than  
fifty percent of the spaces within the park.

16 5.32.260 Retaliatory eviction. Notwithstanding Section  
17 5.32.230 above, in any action brought to recover possession of a  
rental unit the court may consider as grounds for denial any  
18 violation of any provision of this chapter. Further, the  
determination that the action was brought in retaliation for the  
19 exercise of any rights conferred by this chapter shall be grounds  
for denial. Any action brought within three months of the  
20 determination of a petition filed with the park negotiating  
committee shall be presumed to be retaliatory: this presumption  
affects the burden of proof, and is rebuttable by the owner.

21 5.32.070 Exception-private agreement. The City Council  
22 may except a mobilehome park from this chapter provided that  
a contract between the park owner and the owners of at least 50%  
23 of the mobilehomes in that park is submitted to the Council and  
the Council finds that the contract provides an effective  
24 alternative procedure for resolution of disputes over mobilehome  
rents. The exception shall remain in effect for the term of  
25 the contract. Upon termination of the contract, the park shall  
again be subject to the terms of this chapter.

26 5.32.280 Severability. If any provision or clause of this  
27 chapter or the application thereof to any person or circumstance  
is held to be unconstitutional or to be otherwise invalid by any  
28 court of competent jurisdiction, such invalidity shall not affect



1 other chapter provisions or clauses or applications thereof which  
2 can be implemented without the invalid provision or clause or  
3 application, and to this end the provisions and clauses of this  
4 chapter are declared to be severable."

5 EFFECTIVE DATE: This ordinance shall be effective thirty  
6 days after its adoption, and the City Clerk shall certify to the  
7 adoption of this ordinance and cause it to be published at least  
8 once in the Carlsbad Journal within fifteen days after its  
9 adoption.

10 INTRODUCED AND FIRST READ at a regular meeting of the  
11 Carlsbad City Council held on the \_\_\_\_\_ day of \_\_\_\_\_,  
12 1981 and thereafter

13 PASSED AND ADOPTED at a regular meeting of the said Council  
14 held on the \_\_\_\_\_ day of \_\_\_\_\_, 1981. by the following  
15 vote, to wit:

16 AYES:

17 NOES:

18 ABSENT:

19 \_\_\_\_\_  
20 RONALD C. PACKARD, Mayor

21 ATTEST:

22 \_\_\_\_\_  
23 ALETHA L. RAUTENKRANZ, City Clerk

24 (SEAL)  
25  
26  
27  
28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, EXTENDING THE MORATORIUM ON RENTAL INCREASES ON MOBILEHOME SPACES WITHIN THE CITY OF CARLSBAD.

The City Council of the City of Carlsbad, California hereby finds and determines as follows:

1. The findings and determinations of Ordinances No. 9565 and No. 9572 continue to be true and are incorporated into this ordinance.

2. The City Council adopted said ordinances to preserve the status quo pending study of the problems resulting from disputes over mobilehome park rents. That study has resulted in a draft ordinance adopting a procedure for resolving disputes over mobilehome park rents. That ordinance is now before the City Council.

3. The Council has been made aware of efforts by mobilehome park owners and owners of mobilehomes to reach private agreements between themselves to provide a voluntary dispute resolution procedure. Such procedure would obviate the need for the City Council to impose a solution. In order to allow these efforts to be consummated in legally binding agreements, the City Council has determined to defer consideration of the procedural ordinance and has determined that it is necessary to extend the moratorium.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Carlsbad, California, as follows:

SECTION 1: Ordinances No. 9565 and No. 9572 are extended to \_\_\_\_\_ . This extension is subject to the terms and conditions of said ordinances which are incorporated

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1 herein by reference, specifically including the provision that the  
2 resolution of the rent increases noticed to go into effect on  
3 January 1, 1981 shall be retroactive to that date.

4 SECTION 2: This ordinance is hereby declared to be an  
5 emergency ordinance adopted as an urgency measure to protect the  
6 public health, safety and welfare and shall be effective  
7 immediately upon its adoption. The facts constituting the  
8 emergency are set forth in Ordinances No. 9565, No. 9572 and  
9 above in this ordinance.

10 SECTION 3: The City Clerk shall certify to the adoption  
11 of this ordinance and shall cause a copy hereof to be published  
12 as required by law.

13 INTRODUCED, PASSED AND ADOPTED at a regular meeting of the  
14 City Council of the City of Carlsbad, California held on the  
15 \_\_\_\_\_ day of \_\_\_\_\_, 1981 by the following vote, to wit:

- 16 AYES:
- 17 NOES:
- 18 ABSENT:

19 \_\_\_\_\_  
20 RONALD C. PACKARD, Mayor

21 ATTEST:

22 \_\_\_\_\_  
23 ALETHA L. RAUTENKRANZ, City Clerk

24 (SEAL)

MEMORANDUM

*West. Survey  
California*

DATE: February 26, 1981  
TO: Frank Aleshire, City Manager *JA*  
FROM: Chris Salomone, Administrative Assistant/Block Grant *CS.*  
SUBJECT: NORTH COUNTY MOBILEHOME PARK RENT INCREASES

A telephone survey of mobilehome parks in North County resulted in the attached table. Recent rate increases vary widely from park to park (low 4.0% - high 20.5%). Oceanside rate increases proposed are pending approval of the Fair Practices Commission. All increases have occurred since October 1980 with two exceptions.

Those parks marked with an asterisk are most comparable to the parks in Carlsbad.

Lanikai went up 10%, January 1

Solamar went up 7%, January 1

CS:al

Y

PARK

RENTAL INCREASE

\$ amt. per space

%

DATE EFFECTIVE

CALIFORNIA

anside

Mission View Mobile Manor	\$10	6.5 - 6.8	April 1, 1981
Rancho Calevero	\$15	8.8 - 10.7	January 1, 1981
Rancho San Luis Rey	\$30	18.9 - 20.5	April 1, 1981.
Terrace Gardens	\$10	8.0	March 1, 1981
Trico Mobile Estates	\$15	11.1 - 11.7	February 1, 1981
* Westwinds Mobile Lodge	\$22	13.3 - 15.1	January 1, 1981

condido

* Carefree Mobilehome Ranch		12.0	December 1, 1980
Imperial Escondido		9.5	May 1, 1981
* Mountain Shadows		12.6	April 1, 1981
Sundance Mobilhome Park	\$15	6.1 - 9.0	January 1, 1981
The Views Mobilehome Park		12.6	Anniversary Date
* Lawrence Welk's Country Club		8.0	June 1, 1980 (9% in '81)

ncinitas

Park Encinitas		12.0	January 1, 1981
Riviera Mobile Ranch	\$20	12.1 - 15.6	December 1, 1980

CITY

PARK

ANNUAL INCREASE

DATE EFFECTIVE

\$ amt. per space

%

CALIFORNIA

San Marcos

Casitas Del Amigo	\$10	6.25	January 1, 1981
Casitas Del Sol	\$10	6.4 - 7.4	January 1, 1981
* Palomar Estates	\$10	12.6 or 11.0/yr. per 3 yr. lease	January 1, 1981
La Moree Mobile Park	\$12.50	7.8 - 8.9	January 1, 1981
Madrid Manor Mobile Est.	\$ 8.20	4.1 - 6.1	February 1, 1981
Rancho San Marcos Mobilehome Park		10.0	January 1, 1981
San Marcos Mobile Est.		7.0	January 1, 1981
Rancheros Mobilehome Park	\$ 7	4.0 - 4.5	April 1, 1981

Vista

Corona Del Vista		12.6	January 1, 1981
Rancho Vallecitos Club	\$15	7.4 - 8.0	February 1, 1981
Sierra Vista Mobile Park		12.5	November 1, 1980
* Vista Cascade	\$20	11.1 - 12.1	February 1, 1981
Vista Manor		8.0	October 1, 1980

Oceanside

Cavaller Mobile Estates	\$9 - \$18	6.8 - 12.7	February 1, 1981
La Salina Mobile Village	\$15	9.9 - 10.2	January 1, 1981
Lamplighter Mobilehome Park		10.0 - 13.0	August 1, 1980 (no i
Miramar Trailer Village	\$10	7.7 - 8.7	March 15, 1981