

**ORDINANCE NO. 760
(AS AMENDED THROUGH 760.2)
AN ORDINANCE OF THE COUNTY OF RIVERSIDE
AMENDING ORDINANCE NO. 760 ADOPTING A MOBILE HOME
PARK RENT STABILIZATION ORDINANCE**

The Board of Supervisors of the County of Riverside, State of California, ordains as follows:

1. TITLE

This Ordinance may be cited as the Mobile Home Park Rent Stabilization Ordinance of the County of Riverside.

2. STATEMENT OF PURPOSE AND FINDINGS.

- A.** Mobile home owners have a substantial investment in their residences and appurtenances for which space is rented or leased. Alternate sites for relocation of mobile homes are difficult to find due to restrictions on age, size, or style of mobile homes permitted in many parks, and related to the installation of mobile homes, including permits, landscaping and site preparation. Additionally, the cost of moving a mobile home may be substantial, and the risk of damage in moving is significant.
- B.** A significant percentage of the residential population of the unincorporated area in Riverside County resides in mobile homes.
- C.** Mobile homes are often occupied by senior citizens, persons on fixed income and persons of low or moderate income, where extreme rent adjustments fall upon these individuals with particular harshness. Many mobile home owners have a substantial portion of their net asset worth invested in their mobile homes. The continuing possibility of unreasonable space rental adjustments in mobile home parks threatens to diminish the value of the investment of the mobile home owners in their homes. Further, existing state law permits mobile home park owners to require mobile home owners to make modifications to their homes for reasons of aesthetics or conformity to park standards that amount to capital improvements which would accrue to the benefit of the park owner by potentially increasing the market value of the park itself.
- D.** The result of these conditions is the creation of a captive market of mobile home owners and tenants. This, in turn, contributes to the creation of an imbalance in the bargaining relationship between park owners and mobile home park tenants in favor of the park owners.
- E.** The Board of Supervisors of Riverside County finds and declares it necessary to facilitate and encourage fair bargaining between mobile home owners and park owners in order to achieve mutually satisfactory agreements regarding space rental rates in mobile home parks (a) to preserve to the residents the value of their mobile homes and (b) to preserve to the park owners the value of their parks. Absent such agreements, this Board further finds and declares it necessary to protect the owners and residents of mobile homes from unreasonable space rental adjustments while simultaneously recognizing and providing for the need of park owners to receive a just and reasonable return on their property.
- F.** Administration of this Ordinance shall be under the general direction of the Riverside County Mobile Home Ordinance Director hereinafter referred to as Director.

3. APPLICATION.

The provisions of this Ordinance shall apply to all mobile home residential rental spaces

located within the unincorporated area of Riverside County except if otherwise exempt from the provisions of this Ordinance, as such exemptions are provided for hereinafter in this Ordinance and by law. Nothing in this Ordinance shall be deemed to supersede any provision of California Civil Code Section 798 et seq. as it may be amended.

4. DEFINITIONS.

In construing the provisions of this Ordinance, the following definitions shall apply:

- A. "Base year"** is the calendar year 1991; or the year established by the most recent (prior) hearing before the Arbitrator or Board; or, if necessary, the year established by the Arbitrator or Board in parks that have sold since 1991.
- B. "Consumer Price Index" or "C. P. I."** means the Index known as the "Consumer Price Index for all Urban Consumers for the Los Angeles-Anaheim-Riverside Area, (1982-1984) and thereafter or the index which may replace this index if it is discontinued.
- C. "Landlord"** means any owner, lessor, operator or manager of a mobile home park.
- D. "Mobile Home" or mobile home** means a structure designed for human habitation and for being moved on a street or highway under permit pursuant to Section 35790 of the Vehicle Code. Except as provided in Civil Code Section 798.3, mobile home does not include "recreational vehicle" as defined in Section 799.29 of the Civil Code or a "commercial coach" as defined in Section 18001.8 of the Health and Safety Code.
- E. "Mobile Home Owner" or "Resident"** means any person entitled to occupy a mobile home dwelling space pursuant to ownership thereof or a rental or lease agreement with the owner thereof.
- F. "Mobile Home Park Owner" or "Park Owner"** means the owner, lessor, operator, manager or designated agent thereof of a mobile home park; sometimes referred to as "owner."
- G. "Mobile Home Space or Space"** means the site within a mobile home park intended, designed, or used for the location or accommodation of a mobile home and any accessory structures or appurtenances attached thereto or used in conjunction therewith.
- H. "Rent Adjustments"** means any rent increase or decrease demanded of or paid by a tenant, including any reduction in housing services without a corresponding reduction in the monies demanded or paid for rent.
- I. "Rental Agreement"** means an agreement between a mobile home park owner and tenant establishing the terms and conditions of a tenancy in a mobile home park. A lease is a rental agreement.
- J. "Residential rental space"** means any mobile home space occupied by any person other than the owner of the park for payment of rent pursuant to an oral or written lease, or other form of rental agreement.
- K. "Space Rent"** means the consideration, including any bonuses, benefits, or gratuities demanded or received for and in connection with the use or occupancy of a mobile home space within a mobile home park, or for housing services provided and security deposits, but exclusive of any amounts paid for the use of the mobile home as a dwelling unit. The use or occupancy of a mobile home space shall include the exercise of all rights and privileges and the use of facilities, services and amenities accruing to the residents thereof. "Space Rent" shall not include any separately billed utility fees and charges for natural gas or liquid propane gas, electricity, water, cable television, garbage or refuse service and sewer service.
- L. "Tenancy"** means the right of a tenant to the use of a mobile home site within a mobile home park on which to locate, maintain, and occupy a mobile home, site improvements and accessory structures; for human habitation, including the use of the services and

facilities of the mobile home park.

- M. **"Tenant"** means any person entitled to occupy such mobile home space pursuant to an oral or written lease with the owner thereof, or pursuant to some other rental agreement with the owner, lessor, operator or manager thereof.

5. EXEMPTIONS FROM COVERAGE.

The provisions of this Ordinance shall not apply to the following:

- A. **Newly Constructed Space** - Space rent or space rent adjustments for new mobile home spaces whether in parks constructed after January 1, 1990 or spaces rented out for the first time after January 1, 1990 shall be exempt from the provisions of this Ordinance. Civil Code Section 798.45.
- B. **Vacancies**
1. Subject to the exceptions in paragraphs 2 and 3 below, if the mobile home space or mobile home is (a) voluntarily vacated, abandoned or repossessed, or (b) vacated pursuant to California Civil Code Sections 798.56 or 798.75 the landlord may adjust the rental rate to an amount as he or she in his or her discretion may determine.
 2. Subject to the provisions of Civil Code Section 798.17, if the mobile home is sold in place and is to remain on site, the landlord may only increase the rental rate of the space to the new owner to an amount that is no greater than the average of the three highest rentals then currently being charged by the park owner for resident owner occupied spaces of comparable size, location and amenities in the park.
 3. In the event a resident owner must move from his or her mobile home because of a need for long term medical or custodial care, the space shall remain subject to this Ordinance during the time that the owner is absent and remains incapacitated. In those parks that allow subletting, the absent and incapacitated owner may sublet the mobile home for a charge not to exceed the space rent and utilities and all legally allowable pass through costs for a period of time not to exceed twenty-four (24) months without removing the space from the protection of this Ordinance.
- C. **Space Rent Agreement Exemption** - Any rental agreement in excess of twelve-months duration which also meets all criteria specified by Section 798.15 and Section 798.17 of the California Civil Code, including, but not limited to, the tenant notification requirement within the first paragraph of such rental agreements, shall be exempt from the space rent ceiling provisions of this Ordinance, but only during the term of such rental agreement or any uninterrupted, continuous extensions thereof. If such rental agreement is not extended and no new rental agreement in excess of twelve-months duration is entered into, then the last month' rent under the expired rental agreement shall be the base rent for purposes of this Ordinance. Any rental agreement exempt from this Ordinance by virtue of this subsection shall remain so exempt despite voluntary amendments made thereto, as long as any amendments extending the term contain the disclosures required by Section 798.17 of the California Civil Code.
- D. **Lease Agreement Exemption** - Section 7 of this Ordinance does not apply to any residential rental space for the rental of which the mobile home park owner and the tenants have mutually agreed to enter into a lease which conforms to the provisions of California Civil Code Section 798.15 et seq.
- E. **Tenant Approval** - This Ordinance does not apply if two-thirds of all mobile homes affected by the rent increase or other action give their approval in writing as evidenced

by the signature of one tenant for each space or in an election called to consider the matter with each space casting one vote. The park owner shall supply proof of such approval to the Director for verification.

- F. **Violation** - No person shall perform any act of duress, menace, or undue influence with the intent of thereby obtaining the consent of any other person to enter into any lease for the occupancy of a residential rental space in a mobile home park.

6. REGISTRATION AND FEES.

- A. Within ninety (90) calendar days after the effective date of this Ordinance, mobile home park owners are required to register all mobile home parks and mobile home rental spaces within such parks with the Mobile Home Ordinance Director, hereinafter referred to as "Director."

The initial registration shall include: the name(s), business address(s), business telephone number(s) of each person or legal entity possessing an ownership interest in the park and the nature of such interest; the number of mobile home rental spaces within the park; and the number of spaces currently exempt under Civil Code Sections 798.17 and 798.45.

The Director is hereby empowered to establish procedures for requiring such re-registration as he or she deems necessary.

- B. After initial registration and on an annual basis, thereafter and until further order of this Board, each space in the park then subject to the provisions of this Ordinance and not otherwise exempt under provisions in the Mobile Home Residency Law, i.e, Civil Code Section 798.17 and 798.45, shall be charged and pay a fee of \$12 per space per year to cover the costs of administering this Ordinance. The fee shall be collected by the park owner who shall promptly remit all of the per space fee collected except one dollar (\$1) per space to the Director who shall use the monies so received solely for the purposes of covering the costs of administering this Ordinance. The park owner shall be entitled to retain one dollar (\$1) of the fee amount so collected to cover the park owner's expenses in complying with this Ordinance.
- C. No park owner shall be eligible to receive any rent ceiling adjustment as provided for under the provisions of this Ordinance unless such current registration information as may then be required for the mobile home park is on file with the Director at the time the petition for the rent ceiling adjustment is filed.

The registration and re-registration requirements provided for in this section, or which may be hereafter established by the Board, shall apply to all mobile home parks including those exempt from the space rent ceiling limitation by reason of the existence of a valid space rent agreement. Registration shall not apply to parks that were constructed in 1990 or later.

7. SPACE RENT CEILING OR MAXIMUM ALLOWABLE SPACE RENT.

Beginning the first month which commences following the day after the effective date of this Ordinance, no mobile home park owner shall charge space rent for any mobile home space in an amount greater than (a) the space rent in effect on December 31, 1991 increased by the increase in the C.P.I. since that date or (b) the rent for the space that is in effect on the effective date of this Ordinance. The space rent in effect on that date shall be known as the "space rent ceiling."

If there was no space rent in effect on December 31, 1991, the space rent ceiling shall be the space rent that was charged on the first date that space rent was charged after December 31, 1991 (with the exception above noted) adjusted by the C.P.I. to the current date as indicated above or the rent for the space that is in effect on the effective date of this

Ordinance.

If a mobile home park space is exempted from the application of this Ordinance by reason of the existence of a space rent agreement and the agreement expires, the space rent ceiling for that space shall be the space rent in effect on the date the agreement expires.

8. SPACE RENT CEILING ADJUSTMENT - INITIAL ADJUSTMENT.

A. No adjustment in space rent ceilings shall be permitted except as provided for herein.

B. Permissive Adjustment - A park owner shall be entitled to an initial permissive adjustment gross space rental income equal to one hundred (100%) percentage increase in the Consumer Price Index (CPI) from the end of the base year (1991) to the date of application for the adjustment.

The percentage adjustment in the CPI shall be calculated by subtracting the CPI reported for December, 1991, from the most recently reported monthly CPI preceding the application and then dividing this remainder by the December, 1991, CPI.

9. SPACE RENT CEILING ADJUSTMENT - ANNUAL ADJUSTMENTS.

Commencing in calendar year 1996, park owners shall be entitled the following annual adjustments.

A. Permissive Annual Adjustment

1. A park owner shall be entitled to one annual permissive adjustment of gross space rental income equal to one hundred percent (100%) of the percentage adjustment in the CPI from the date of the most recent initial or annual adjustment to the date of application for the proposed adjustment. No application or permission is required for the annual adjustment under this section.

B. Net Operating Income Adjustment

1. In the event a park owner believes he or she does not receive a just and reasonable return on park property after receiving the maximum permissive adjustment provided for above, the park owner may, upon payment of a filing amount as hereinafter provided, file a petition with the Director for an adjustment of the space rent ceiling, (using the form attached hereto as "**Exhibit A**") providing adequate justification for the proposed increase.

(a) Upon the filing by a park owner of a petition for hardship rent increase, the Director shall request a deposit from the petitioner who shall pay 50% of the anticipated cost of the proceedings. Any final decision of the Arbitrator or Mobile Home Board (or final decision of a Hearing Officer if not appealed to the Board) shall contain an estimate of the total expenses of the Hearing process. The petitioner shall be obligated to pay, as a fee, one-half of the total cost of said hearing process (less the deposit). Any hardship rent increase may be conditioned upon the payment of said fee. In the event that the deposit exceeds one-half of the expense of the hearing process, the petitioner will be entitled to a refund of that difference.

2. Such petition shall be in writing verified by the applicant, and shall contain the names, address and telephone number of the applicant, the name and address of the tenant of each rental space which would be affected if the petition were granted, a statement of the facts giving rise to the petition for an NOI adjustment in sufficient detail that, if established, such facts would demonstrate the existence of a decrease in the NOI warranting such NOI adjustment. Within thirty (30) working days after the petition has been submitted to the Director for filing, petitioner shall be given notice of the time and place of the hearing, which notice together with a copy of the petition shall be served upon or mailed to each tenant of a rental space

which would be affected by the NOI adjustment if granted. When a declaration of service has been submitted to the Director, the petition for an NOI adjustment shall be deemed filed.

3. A park owner shall be entitled to an adjustment of the space rent ceiling so as to enable the park owner's Net operating Income (NOI) for the subsequent year to be increased by a rate which, when added to the maximum permissible adjustment provided for above will give the park owner a just and reasonable return on park property. In determining whether the current NOI is adequate in comparison with the base year NOI, the NOI for the park earned in the base year shall be increased by the amount of the CPI increase from the base year to the date of the proposed rental increase.

C. No annual adjustment shall become effective if a previous annual adjustment became effective within the previous twelve (12) months unless approved by Arbitrator or the Board.

D. Rent Increase Based upon Capital Improvements.

1. An application for a rent increase based on the cost of a proposed or completed capital improvement may be filed by the park owner with the Director pursuant to this subsection. For the purposes of this subsection "Capital Improvement" is defined as the installation of new improvements and facilities, and/or the replacement or reconstruction of existing improvements and facilities which consist of more than ordinary maintenance or repairs, with a useful life of at least five (5) years. A capital improvement shall be approved by the Arbitrator or Board where the improvement has been agreed upon between the park owner, and by more than 50 percent (50%) of the owners of all mobile homes affected by the improvement in an election called to consider the matter with each space casting one vote.
2. A capital improvement shall be approved if the improvement is required (a) to maintain the common facilities and other areas of the park in a safe and sanitary condition (b) to maintain the existing level of park amenities and services, or (c) to comply with the law or an administrative regulation. No vote of Mobile Home owners shall be required for approval under this provision.
3. Capital improvement costs for items which are not necessary or approved as described above, in paragraphs 1 and 2, shall be allowable rent increases only if the park owner has (a) consulted with the park residents to be affected prior to initiating construction of such improvements, regarding the nature and purpose of such improvements and the estimated cost of such improvements, and (b) demonstrated the need for the improvements and the reasonableness of the anticipated costs.
4. Capital Improvement rent increases shall be amortized over the useful life of the improvement as set forth in Internal Revenue class life tables then in effect, unless the Arbitrator or the Board at its discretion determines that the use of such tables is unreasonable under the circumstances.
5. In addition to the reasonable cost of the improvement(s) and the reasonable costs of financing, the rent increase shall include a return of two percent (2%) over the prime rate at Bank of America in effect at the time the rent increase is approved calculated annually on the unamortized cost improvement.
6. In the event the need for the capital improvement is a result of an accident, is a disaster, or other event for which the park owner receives insurance benefits, only those capital improvement costs which exceed such insurance benefits may be amortized as operating expenses unless the uncovered loss or portion thereof is a

result of an underinsured or uninsured loss in which event the underinsured or uninsured portion is disallowed unless prudent business practices would not require it to be insured.

7. Capital Improvement rent increases shall be apportioned equally among all spaces in the mobilehome park affected thereby and shall be payable monthly, and shall be set forth by the park owner as a separate item from the space rent. The increase shall remain in effect until the cost of the improvement, plus reasonable costs of financing as set forth above, have been fully recovered.
8. The application for the cost of a completed capital improvement or the estimated cost of a proposed capital improvement shall contain:
 - (a) A description of the capital improvement;
 - (b) A copy of all estimates, contracts, bills, invoices, canceled checks and other documentation reasonably necessary to establish the cost of the capital improvement and the reasonable cost of financing the capital improvement. If, instead of borrowing the money to make the capital improvement, the park owner uses his or her own funds, the reasonable cost of financing which will be allowed shall be the average prime rate charged by the Bank of America for the three months preceding the start of construction of the capital improvement; and
 - (c) If the capital improvement has been agreed upon between the park owner and by more than fifty percent (50%) of the owners of all mobile homes affected by the improvement, proof of that fact will be submitted with the application.
9. A petition by tenants, as allowed by Section 12, will be limited to challenging the special increase for a capital improvement only on the basis that it does not meet the criteria established by Section 9.D of this Ordinance.
10. The Hearing Officer, Arbitrator or Board may, in its discretion, approve the capital improvement without the necessity of a hearing, as provided for in this Ordinance.
11. No rent increase for a proposed capital improvement may be collected until the park owner provides proof to the Director that the improvement has been completed.

10. REQUIRED CERTIFICATION ON RENTAL ADJUSTMENT NOTICE.

The Arbitrator or Board shall have the right to deny any rent adjustment under this Ordinance if the owner:

- A. Has failed to comply with any provisions of this Ordinance and/or regulations issued there under by the Director or the Board of Supervisors.

11. MOBILE HOME RENT BOARD ESTABLISHMENT AND POWERS.

- A. The Board of Supervisors hereby reserves the right to establish a Mobile Home Board for the County of Riverside and to activate the Board as an agency to replace the function of the Arbitrator, at such time as the Board of Supervisors, in its discretion, so chooses. If the Board is activated, the arbitration procedures in Section 15 of this Ordinance shall also be applicable to the Board.
- B. **Composition** - If established, the Board shall consist of five (5) regular members and two (2) alternate members. One regular member shall be a space tenant who resides in the unincorporated area of the County of Riverside; one member shall be a mobile home park owner, operator, manager or designated agent of a mobile home park located in the unincorporated area of Riverside County. The two alternate members shall be a space tenant from a different mobile home park in the unincorporated area of Riverside County other than the regular space tenant member and an owner, operator,

manager or designated agent from a different mobile home park in the unincorporated area of Riverside County other than the regular owner member. The remaining three (3) members shall be residents of the unincorporated area of Riverside County who are not elected officials, or employees, relatives of elected officials of the County of Riverside, and who are neither tenants, owners, operators, managers or designated agents of mobile home parks and who have no conflicts of interests due to relationship with same. Candidates for membership of the Board shall submit a verified statement listing all interests in any real property or mobile home as defined in Section 798.3 of the California Civil Code, including ownership, individually, jointly, legal or equitable, and all sales of such property, or instruments secured by such property, within ninety (90) days of seeking appointment to the Board.

- C. Nomination and Appointment** - The regular space tenant member and his or her respective alternate members shall be selected by the Board of Supervisors from a list of nominations, if any, for the Mobile Home Board submitted by mobile home residents. The regular mobile home park owner member and his or her respective alternate member shall be selected by the Board of Supervisors from a list of nominations, if any, supplied by a general association on behalf of the various mobile home park owners associations with parks in the unincorporated portions of the County. The Board of Supervisors shall nominate and appoint the three remaining regular Board members. All members of the Board shall be selected in accordance with applicable County procedures.
- D. Term** - Each regular member of the Mobile Home Board shall serve for a term of two years except as otherwise provided herein. For the first Board, the one (1) space tenant member and the one (1) owner member and three (3) at-large members from the unincorporated areas of the County shall be appointed for three (3)-year terms. Thereafter, the successors shall be appointed for terms of two (2) years. Each regular member shall hold office until a new member has been duly appointed and assumed his or her duties. Each alternate member of the Board shall serve for a term of two (2) years except as provided herein. Each alternate member shall hold office until a new alternate member has been duly appointed and assumes his or her duties. If a vacancy occurs or an office becomes vacant other than by expiration of a term, it shall be filled by the Board of Supervisors by appointment as previously prescribed herein for the unexpired portion of such member's term. Notwithstanding the above provisions of this paragraph, a member may be removed, at any time, with cause, by a majority vote of the Board of Supervisors. Further notwithstanding the above provisions of this paragraph, any member who is absent without sufficient cause as determined by the Board of Supervisors from three (3) consecutive meetings of the Mobile Home Board which such member was required to attend shall be deemed to have vacated his or her office.
- E. Meetings** - To fulfill its function, the Mobile Home Board shall meet as often as it deems necessary, but at least one regularly scheduled public meeting shall be held every ninety (90) days; or, except as otherwise set forth herein, within thirty (30) days of any request for a hearing or arbitration held hereunder, whichever is earlier. All members of the Board, whether regulars or alternates, shall be required to attend all Board meetings and hearings unless such member has been disqualified from participation. No park owner or tenant member may participate in any decision regarding her or her mobile home park. All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act. (Government Code 54950 et seq.)
- F. Voting** - The affirmative vote of three (3) members of the entire five member Board is required for a decision, including all motions, regulations, and orders of the Board.

Alternate members may also participate in the Board proceedings but shall have voting privileges only when acting in the place of an absent regular member.

- G. Quorum** - Three (3) Board members shall constitute a quorum as long as one member from each category of representative membership is present.
- H. Powers and Duties of Board** - The Board shall undertake and have the following duties, responsibilities, and functions, together with all powers reasonably incidental thereto:
- 1) Adoption of Rules and Regulations.** Subject to the approval of the Board of Supervisors the Mobile Home Board may make and adopt its own administrative rules and regulations as may be necessary to effectuate the purposes and policies of this Ordinance and to enable the Board to carry out its powers and duties there under, so long as such rules and regulations are consistent with the laws of the State, this Ordinance, and any Guidelines adopted by the Board of Supervisors. Any such rules and regulations of the Mobile Home Board shall be reduced to writing and shall be on file with the Director of the Board at all times.
- I. Director** - The County Executive Officer shall appoint a Mobile Home Ordinance Director, hereinafter referred to as "the Director", to administer this Ordinance and assist the Arbitrator or the Board in its responsibilities. The Director may be an employee of the County of Riverside or may be retained by contract and shall be responsible for the day-to-day operations of this Ordinance.
- 1. Maintenance of Records.** The Director shall keep a record of proceedings under this Ordinance, which shall be open for inspection by any member of the public.
 - 2. Appointment of Committees, Mediators or Hearing Officers.** The Director may appoint committees, mediators and Hearing Officers to hear matters on which testimony may be taken, which committees, mediators and Hearing Officers shall report to the Director the findings and results of any such hearing on a matter referred to such committee or person.
- J. Conduct Studies and Investigations** - The Mobile Home Board, upon the approval of the Director, shall have the power to make such studies, surveys, and investigations, conduct such hearings, and obtain such information as is necessary to carry out its powers and duties, and may authorize individual members to do so.
- K. Approve Rent Adjustments** - The Mobile Home Board may approve such adjustments in rent ceilings as provided for in this Ordinance and any regulations there under.
- L. Evaluation** - The Director shall render at least annually a comprehensive written report to the Board of Supervisors concerning the activities, hearings, actions, results of hearings, budget and expenses and all other matters pertinent to this Ordinance.
- M. Related Duties** - The Director shall undertake such other related duties as may be assigned by the Board of Supervisors.
- N. Compensation** - Each member of the Board and the Director shall be entitled to such compensation as may be established by the Board of Supervisors, including reimbursement for reasonable expenses incurred in the performance of his or her official duties. The Board and its members shall not have any authority to expend, commit or authorize the expenditures of any public funds, except with the prior express approval of the Director.
- O. Staff** - The County of Riverside shall provide or pay for all administrative staff necessary to serve the Director and shall provide or pay for a Secretary to serve as Secretary of the Director. The Director shall be responsible for the maintenance of all records under this Ordinance. The County Counsel or his/her designee or other attorney as selected by the Board of Supervisors shall act as legal counsel.

12. PETITION BY TENANT.

- A.** Any tenant of a mobile home rental space affected by this Ordinance, upon payment of a filing fee of one dollar (\$1) and joined by at least 30% of the other tenants similarly affected (each of whom pays one dollar (\$1) per space), may petition for a determination whether a proposed or actual action by the landlord affecting such tenant(s) is within the terms of this Ordinance. If the County shall establish forms for such petitions, the petition shall be prepared and submitted upon such form. In the absence of such designated form, the petition shall contain the name, address and telephone number, if known, of the landlord, owner, manager, or other person authorized to represent the owner of the mobile home park, a brief statement of the facts giving rise to the petition and a statement that a copy of the petition has been personally served or mailed to the owner, manager or other person authorized to accept and receive notices to the landlord.
- B.** The petition shall also include the name, address, and telephone number of the designated representative of the petitioner(s) to whom notices and other communications respecting the petition are to be transmitted.
- C.** In the event a petition by a tenant(s) results in a downward adjustment in the space rent, the park owner shall not be obligated to adjust any rent except the rent of those tenant(s) who signed the petition and paid the established filing fee.
- D.** A petition must be filed within 60 days of notice being given by the park owner or within 90 days of the action actually taken by the park owner when no written notice preceded the action.
- E.** In the event the petitioner or petitioners are claiming that a net operating income rental increase otherwise allowed by Section 9B above should be disallowed in whole or in part because of conditions of deteriorating maintenance the petitioner(s) shall specify the conditions of deteriorating maintenance in their petition with the specificity required by Civil Code Section 798.84(b).
- F.** Upon receipt of the petition, the Director shall determine whether or not the petition contains the minimum number of signatures required. Thereafter, the Director shall notify, in writing, the park owner and the residents of the results of his/her determination.
- G.** The Director shall in a timely manner assign a Hearing Officer who shall conduct an informal hearing in an attempt to resolve the matter. In making his/her recommendation(s), the Hearing Officer may consider all relevant factors including those listed in this Ordinance.
- H.** The Hearing Officer shall, if he/she finds it practical to do so, hold the informal hearing at the mobile home park. In any event, the Hearing Officer shall use all reasonable efforts to hold the hearing at a location which is convenient for the residents of the park.
- I.** The hearing may be attended by no more than two representatives from the affected tenants and two representatives from the park owner. Attorneys shall not be present at the informal hearing(s) unless agreed to by both sides except in a case where the park owner or petitioning tenant(s) is an attorney in which case the other party may be accompanied by its own attorney.
- J.** Either side may submit written, photographic or other type of documentary evidence to support their contentions, but is not required to do so.
- K.** The Director shall set time lines by which the informal hearing process must be concluded and shall take all appropriate steps to see that the informal hearing process is conducted in a manner that respects the rights of both sides.

- L. The Hearing Officer shall submit his/her final recommendations in written form to both sides and to the Director.
- M. Any agreements reached by the parties shall be reduced to writing and be signed by them and the Hearing Officer.
- N. No statement(s) made by a party in the informal hearing process may be introduced into evidence or presented before the Arbitrator or Board unless agreed to by side making the statement.

13. PETITION BY LAND ORDINANCE.

Any landlord of a mobile home park affected by this Ordinance may, upon payment of a filing fee of one dollar (\$1) per space affected under this Ordinance, petition for a determination whether a particular course of action by said landlord is allowable, valid and in conformity with this Ordinance. The Director may designate forms for the filing of such petitions. In the event that no such form has been designated, the petition shall be in writing, and shall contain the name, address and telephone number, if any, of the person requesting the interpretation or opinion, the name and address of each tenant of a rental space owned or managed by the person requesting the interpretation or opinion, if it is intended that such interpretation or opinion affects such rental space, a brief statement of the facts giving rise to the request for interpretation or opinion, and a statement that a copy of such petition has been personally served upon or mailed to each such tenant who might be affected thereby.

The Hearing Officer procedures specified in Section 12 G-N inclusive of this Ordinance shall be used for the initial consideration of the landlord's Petition.

14. APPEAL TO ARBITRATOR OR BOARD.

Any party to a hearing conducted by a Hearing Officer shall be entitled to appeal the decision to the Arbitrator [or to the Mobile Home Board, if established].

15. ARBITRATION.

- A. If a majority of the petitioning parties or the park owner wish to proceed to arbitration they shall, within 20 days of notification of the Hearing Officer's final recommendation, notify the Director in writing of their decision to proceed to arbitration.
- B. Within 30 days of notice of the filing of the request for arbitration the Mobile Home owner(s) and park owner shall contribute and deposit a sum of money with the Director for the estimated costs of, and as determined by, the Director. In no event shall the mobile home owner(s) contribution exceed \$300 or such other amount (greater or lesser) as the Director may establish. Failure on the part of the petitioner(s) to deposit its share, shall terminate the proceedings and deny the request. In the event the park owner fails to deposit his share, the Arbitrator shall enter an order as to such park owner denying any increase in rent or any other new "pass through" charge for a 12 month period, beginning the date of the notice of increase that is the subject of dispute. This order shall become effective 30 days from the date it is mailed by the Director unless a stay of execution is granted. Unless such a Judicial stay is granted, any rent increase collected by park owner while this procedure was pending shall be refunded to residents within sixty (60) days of the date of mailing of the notice denying the increase pursuant to this Section, by the Director. If no contrary Judicial order is entered, and the amounts owed are not repaid in sixty (60) days, affected residents may reduce their rental payments next due by the amount overpaid. If the amount exceeds 1 month's payment, the balance shall be deducted the next month until resident has received the overpayment plus 10% of the total as a penalty for park owner not having complied with the provisions of this Ordinance.

- C. In the event a petition by a tenant(s) results in a downward adjustment in the space rent, the park owner shall not be obligated to adjust any rent except the rent of those tenant(s) who signed the petition and paid the established filing fee.

16. SELECTION OF ARBITRATOR.

- A. The County Executive Officer shall, if the parties cannot otherwise agree, select the person who is to be the Arbitrator. The Arbitrator shall be selected from a list of recommendations provided by the Board of Directors of the Riverside County Bar Association or such other organization(s) as the County Executive Officer deems appropriate. The Arbitrator shall be a resident of Riverside County and be qualified by education, training and experience. The Arbitrator shall be subject to the same restrictions as imposed upon the members at large of the Mobile home Board.
- B. The Arbitrator shall not be required to submit the verified statements of economic interest required for at-large members of the Mobile home Board.
- C. The County shall pay the Arbitrator his or her fees as agreed between the Arbitrator and the County Executive Officer.

17. CONDUCT OF PROCEEDINGS.

- A. The following is applicable to all hearings before the Arbitrator or Mobile Home Board.
- B. Each party to a hearing may have assistance in presenting evidence or in setting forth by argument his or her position, from an accountant, attorney or such other person of his own choosing as may be designated by said party.
- C. Formal rules of evidence shall not apply in such proceedings; however, all testimony (oral or written) offered as evidence shall be under oath.
- D. In the event any party shall fail to appear at the time and place set for hearing of a petition without good cause as determined by the Arbitrator or Board, the Arbitrator or Board may hear and review such evidence as may be presented by those present, and may make such findings and decisions as shall be supported by the evidence placed into the record.
- E. The Arbitrator or Board, shall make findings based on the evidence as presented as to each fact relevant to its decision on the petition. The decision shall be based upon the findings, and shall:
 - 1. Determine whether the action or proposed action of a landlord is valid, authorized, and in conformity with this Ordinance;
- F. The decision shall be made no later than thirty (30) days after the matter has been submitted for determination. No rent adjustment shall be authorized unless supported by a preponderance of the evidence. A notice of the decision shall be sent to each party to a proceeding.

18. APPEAL TO COURT. The findings and decisions of the Arbitrator or Board shall be a final administrative action. There shall be no right of appeal to the Board of Supervisors, but appeal may be to court pursuant to Code of Civil Procedure Sections 1094.5 and 1094.6. Such findings and decisions shall be public records, and may be certified by the Director, or by the Clerk of the Board of Supervisors. Each decision shall set forth a Notice as required by California Government Code Section 1094.6. The decision shall become effective upon mailing to the party unless otherwise indicated.

19. PRIORITIES.

All petitions for hearings shall be heard in order of date filed.

20. RENT ADJUSTMENT REGULATIONS.

For purposes of determining allowable rent adjustments, except those specified in Section 9 A for permissive annual adjustment and in Section 9 D for capital improvements, the principles set forth in this section shall be used. The Arbitrator or Board may consider all relevant factors including, but not limited to: increases or decreases in operating and maintenance expenses, the extent and cost of utilities paid by the park owner, necessary and reasonable capital improvements of the park as distinguished from normal repair, replacement and maintenance, increases or decreases in amenities, equipment, insurance, services, substantial deterioration of the park other than as a result of ordinary wear and tear, failure on the part of the park owner to provide timely and/or adequate maintenance and repair, federal and state income tax benefits, the speculative nature of the investment, whether or not the property was acquired or is held as a long term or short term investment, the owner's rate of return on investment, the owner's method of financing and prudent use and need thereof, the owner's current and base year Net Operating Income (N.O.I.) as inflated to date by current CPI and any other factors deemed relevant by the Arbitrator or Board, in providing the owner a fair return.

The fact that a park is old shall not, of itself, be indicative that maintenance has deteriorated. The Arbitrator or Board shall distinguish between normal deterioration and obsolescence of the park due to age and failure to adequately maintain.

In the event any such claim or claims of failure to adequately maintain are proven, the Arbitrator or Board may take one or more of the following actions:

- A. Deny any rental increase;
- B. Offset any allowable rental increase by an amount that is adequate to reflect the degree of failure to adequately maintain.
- C. Condition any allowable rental increase upon a remediation of the failure to maintain by the park owner. In this regard the Arbitrator or Board may freeze rents at the pre-increase level until such time as the park owner has come into compliance with the Arbitrator's or Board's decision.
- D. The Arbitrator or Board may recess the hearing for a period not to exceed 90 days to allow the park owner to correct the condition or conditions of inadequate maintenance.
- E. The Arbitrator or Board may combine any two or more of the above listed actions and/or may take any other action or actions that it deems necessary to correct the problem of inadequate maintenance.

21. NET OPERATING INCOME.

Net Operating Income (NOI) shall be gross income less allowable operating expenses.

22. GROSS INCOME.

Gross Income equals:

- A. Gross rents, computed as gross rental income at 100% paid occupancy, plus
- B. Interest from rental deposits, unless directly paid by the landlord to the tenants.
- C. Income from miscellaneous sources, including, but not limited to, laundry facilities, vending machines, amusement devices, cleaning fees or services, garage and parking fees, plus
- D. All other income or consideration received or receivable for or in connection with the use or occupancy of rental units,
- E. Minus uncollected rents due to vacancy and bad debts to the extent that the same are beyond the landlord's control.

23. ALLOWABLE OPERATING EXPENSES.

Operating expenses shall include but not be limited to the following:

- A.** Real property taxes.
- B. Utility costs.** Utility costs are for natural gas or liquid propane gas, electricity, water, cable television, garbage or refuse service, and sewer service, unless billed separately to and paid by the park residents in which case the park owner may not deduct such costs. It is assumed that charges for utility services billed to the tenant separately include an adequate reserve amount to repair and upgrade meters, lines and equipment and the park owner shall have the burden of showing by clear and convincing evidence that any additional expense is necessary to cover such repairs or upgrade.
- C.** Management fees actually paid if management services are contracted for. If all or a portion of management services are performed by the landlord, management fees shall include the reasonable value for such landlord performed services. Management fees greater than five percent (5%) of gross income are presumed to be unreasonable. Such presumption may be rebutted.
- D.** Other reasonable management expenses, including, but not limited to, necessary and reasonable advertising, accounting and insurance.
- E.** Normal repair and maintenance expenses, including, but not limited to, painting, normal cleaning, fumigation, landscaping, and repair of all standard services, including electrical, plumbing, carpentry, furnished appliances, drapes, carpets, and furniture.
- F.** Owner-performed labor, which shall be compensated at the following hourly rates upon documentation of the date, time, and nature of the work performed:
 - 1.** At the general prevailing rate of per diem wages for the Riverside or Indio area, (whichever may be applicable) for the specific type of work performed, as determined and published by the Director of the Department of Industrial Relations of the State of California pursuant to Section 1770 et seq of the Labor Code of the State of California.
 - 2.** If no such general prevailing rate has been determined and published, then a cost per hour for general maintenance and a cost per hour for skilled labor as established by Riverside County Department of Economic Development.
 - 3.** Notwithstanding the above, a landlord may receive greater or lesser compensation for self-labor if the landlord proves by clear and convincing evidence that the amounts set forth above are substantially unfair in a given case.
 - 4.** Owner performed labor in excess of 5% of Gross Income shall not be allowed unless the landlord proves by clear and convincing evidence that such excess labor expenses resulted in proportionately greater services for the benefit of tenants.
- G.** License and registration fees required by law to the extent same are not otherwise paid by tenants.
- H.** The reasonable cost of the capital improvement including reasonable financing costs, plus two percent (2%) over the prime rate at Bank of America in effect at the time of the assessment computed in accordance with any useful life table utilized by the Internal Revenue Service.
- I.** Reasonable attorneys fees and costs incurred as normal and reasonable costs of doing business, including, but not limited to, good faith attempts to recover rents owing and good faith unlawful detainer actions not in derogation of applicable law, to the extent same are not recovered from tenants.

24. OPERATING EXPENSES NOT ALLOWABLE.

Operating expenses shall not include the following:

- A. Avoidable, unreasonable or unnecessary expenses;
 - 1. All expenses allowed must be reasonable. To the extent that the Arbitrator or Board finds any expense(s) to be unreasonable, the Arbitrator or Board shall adjust such expense(s).
- B. Mortgage principal and interest payments;
 - 1. In refinancing, increased interest shall be permitted to be considered as an operating expense only where the park owner can show that the refinancing was reasonable and consistent with prudent business practices under the circumstances.
- C. Lease purchase payments; and rent or lease payments to park owner's lesser; except that increases in such payments in any year may be allowed if found by the Arbitrator or Board to be reasonable and consistent with prudent business practice under the circumstances.
- D. Excessive costs of maintenance caused by delaying normal maintenance;
- E. A cost that results because the loss is uninsured where prudent business practice would expect insurance coverage or the cost for that portion of a loss above a normal deductible, if underinsured, shall not be included as an operating expense.
- F. Depreciation of the real property;
- G. Any expenses for which the landlord has been reimbursed by any security deposit, insurance settlement, judgment for damages, settlement, or any other method.
- H. Attorneys fees and other costs incurred for preparation and presentation of proceedings before the Arbitrator or Board, or in connection with civil actions or proceedings against the Arbitrator or Board.
- I. Penalties, fees or interest assessed or awarded for violation of this or any other statute;

25. PRESUMPTION OF FAIR BASE YEAR NET OPERATING INCOME.

Except as provided in below, it shall be presumed that the Net Operating Income produced by a park owner during the base year, provided a fair return on property. Owners shall be entitled to maintain and increase their Net Operating Income from year to year in accordance with Sections 8B and 9B.

26. REBUTTING THE PRESUMPTION.

It may be determined that the base year net operating income yielded other than a fair return on property, in which case, the base year Net operating Income may be adjusted. In order to make such a determination, the Arbitrator or Board or its designee must make at least one of the following findings:

- A. The owner's operating and maintenance expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating such expenses so the base year operating expenses reflect average expenses for the property over a reasonable period of time. The Arbitrator or Board shall consider the following factors:
 - 1. The owners made substantial capital improvements during the base year which were not reflected in the rent levels on the base date.
 - 2. Substantial repairs were made due to damage caused by natural disaster, vandalism or other cause which management has taken appropriate action to reduce.
 - 3. Maintenance and repair were below accepted standards so as to cause

significant deterioration in the quality of housing services.

4. Other expenses were unreasonably high or low notwithstanding the following of prudent business practices by management.

B. The rental rates in the base year were disproportionate due to enumerated factors below. In such instances, adjustments may be made in calculating gross rents consistent with the purpose of this Ordinance.

1. The rental rates in the base year were substantially higher or lower than in preceding months by reason of premiums being charged or rebates being given for reasons unique to particular units or limited to **the period determining the base rent.**
2. The rent in the base year was substantially higher or lower than at other times of the year by reason of seasonal demand or seasonal variations in rent.
3. The rental rates in the base year were exceptionally high or low due to other factors which would cause the application of the base year net operating income to result in gross inequity to either the owner or tenant.

27. DETERMINATION OF BASE YEAR NET OPERATING INCOME.

A. To determine the Net Operating Income during the base year, there shall be deducted from the annualized gross income being realized in 1991, a sum equal to the actual operating expenses for calendar year 1991, unless the owner demonstrates to the satisfaction of the Arbitrator or Board that the use of some other consecutive 12-month period is justified by reasons consistent with the purposes of this section.

B. In the event the owner did not own the subject property during the base year, the operating expenses for 1991 shall be determined by one of the following methods, whichever the Arbitrator or Board determines to be more reliable in the particular case:

1. The previous owner's actual operating expenses as defined in Section 23 if such figures were available, or
2. Actual operating expenses for the first calendar year of new ownership, adjusted to 1991.

C. Park owners shall be entitled to maintain and increase their net operating income from year to year in accordance with the guidelines set forth in this Ordinance. It shall further be rebuttably presumed that where the net operating income is less than fifty percent (50%) of gross income in the base year, the park owner was receiving less than a just and reasonable return on the mobile home park.

28. DETERMINATION OF CURRENT YEAR NET OPERATING INCOME.

To determine the current year net operating income there shall be deducted from the annualized gross income, determined by analyzing the monthly rents in effect at the time of filing of a petition, a sum equal to the actual operating expenses for the last calendar year (unless the owner demonstrates to the satisfaction of the Arbitrator or Board or its designee that the use of some other consecutive 12-month period is justified by reasons consistent with the purposes of this section).

29. SCHEDULE OF INCREASES IN OPERATING EXPENSES.

Where scheduling of rental increases, or other calculations, require projections of income and expenses, it shall be assumed that operating expenses, exclusive of property taxes, and management expenses, increase at 5% per year, that property taxes increase at 2% per year, and that management expenses constitute 5% of gross income, provided, however, that if actual increases are greater or less than those listed in this section, the actual

increases shown according to proof shall be the increases applicable.

30. DISCRETIONARY CONSIDERATIONS.

While the Net Operating Income formula should operate to guarantee a park owner a fair return on the park, the Arbitrator, Board or Hearing Officer considering a request for rent increases shall consider all relevant factors presented in making a determination, as set forth in this Ordinance.

31. INCREASES PENDING HEARING.

Rent increases may be collected in full by the park owner until such time as ordered otherwise by a final decision of the Arbitrator or the Board or unless agreed upon by the residents and the park owner.

32. RENT ADJUSTMENTS FOR REDUCTION IN UTILITY SERVICES.

- A. If a mobile home park provides in the rent, without separate charge, utilities or similar services (including, but not limited to, natural gas, electricity, water, sewer, trash, and/or cable television) and converts to separate charge for such service by separate metering, separate charge or other lawful means of transferring to the tenant the obligation for payment for such services, the cost savings shall be passed through to tenants by a rent adjustment equal to the actual cost to the park of such transferred utility or similar service (less common area usage) based on costs for the twelve (12) months period prior to notice to the tenants of the change. Provided compliance with this section occurs, provisions for mediation and/or hearing shall not apply. It is the intent of this Section for those rental agreements entered into on or after January 1, 1991, to be consistent with the provisions of Civil Code Section 798.41 as adopted by Chapter 1013, Section 2 of the Statutes of 1990.
- B. For purposes of this section, in determining cost savings to be passed on to tenants in the form of decreased rent, the cost of installation of separate utility meters, or similar costs incurred by the owner to shift the obligation for payment of utility costs to the tenants shall not be considered. However, this shall not be construed to prohibit or prevent the consideration of inclusion of such costs as an increased operating expense at mediation or arbitration.

33. QUANTUM OF PROOF AND BURDEN OF PROOF.

The decision of the Arbitrator, the Board, the Director, or the Hearing Officer must be supported by the evidence submitted at the hearing. The petitioning party shall have the burden of going forward with the evidence and the burden of persuasion by a preponderance of the evidence.

34. REMEDIES FOR VIOLATION.

- A. **Civil Remedies** - Any person who demands, accepts, or retains any payment in violation of any provision of this Ordinance shall be liable in a civil action to the person from whom such payment is demanded, accepted, or retained for damages in the sum of three (3) times the amount by which the payment or payments demanded, accepted or retained exceed the maximum rent which could lawfully be demanded, accepted, or retained, together with reasonable attorney's fees and costs as determined by the Court.
- B. **Criminal Remedies** - It shall be unlawful for any owner to willfully and knowingly adjust any rent in an amount in excess of that allowed under this Ordinance or by order of the

Arbitrator or Mobile Home Board. Any owner who willfully and knowingly violates any of the provisions of this Ordinance or the orders of the Arbitrator or Mobile Home Board shall be guilty of a misdemeanor punishable by a fine not exceeding \$1,000 or six months in jail or both.

- C. **Injunctive and Other Civil Relief** - The Arbitrator, the Mobile Home Board, the Director, the County, and/or the Tenants and Owners may seek relief from the appropriate Court within the jurisdiction within which the rental unit is located to enforce any provision of this Ordinance or its implementing regulations or to restrain or enjoin any violation of this Ordinance and of the rules, regulations, orders and decisions of the Arbitrator, Mobile Home Board or Board of Supervisors.
- D. **Non-waiver of Rights** - Any waiver or purported waiver by a tenant or prospective tenant of rights granted under this Ordinance prior to the time when such rights may be exercised, whether oral or written, shall be void as contrary to public policy.

35. PERIODIC REVIEW OF ORDINANCE.

- A. The Board of Supervisors shall review the provisions of this Ordinance following a report by the Director one year following the date of adoption thereof, and at any other time deemed appropriate, in order to consider the following:
1. Whether this Ordinance continues to be necessary to protect the public health, safety, and welfare.
 2. Whether the implementation of the provisions of this Ordinance have been adequate; and
 3. Whether the provisions of this Ordinance should be amended to provide more effective regulations or to avoid unnecessary hardship.

36. SEVERABILITY.

If any provisions of this Ordinance or application thereof to any person or circumstances is held to be invalid, this invalidity shall not affect other applications of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

37. ORDINANCE TO BE LIBERALLY CONSTRUED.

This Ordinance shall be liberally construed to achieve the purposes of this Ordinance and to preserve its validity.

38. PROSPECTIVE EFFECT.

This Ordinance is intended to operate prospectively from its effective date, and anything which occurred prior to the effective date of this Ordinance which was otherwise lawful shall not be affected. Any agreement entered into between a park owner and park residents resolving a dispute which arose under Ordinance 606 and its subsequent amendments shall continue to be effective and enforceable between the parties.

39. EFFECTIVE DATE.

This Ordinance is effective 30 days after adoption.

40. OPERATIVE DATE.

This Ordinance shall become operative on July 1, 1996.

41. NO REPEAL OF ORDINANCE NO. 606.

Ordinance 606 is not repealed by adoption of this Ordinance. The Board of Supervisors on or before July 1, 1996 shall consider the need to repeal Ordinance No. 606.

Adopted: 760 Item 3.2 of 02/20/1996 (Eff: 03/20/1996)

Amended: 760.1 Item 3.5 of 09/10/1996 (Eff: 10/10/1996)

760.2 Item 7.4 of 09/17/1996 (Eff: 10/17/1996)

PETITION FOR HEARING
RIVERSIDE MOBILE HOME RENT BOARD
4080 Lemon Street
Riverside, CA 92501

Please Check One:

Home Owner:

- Individual (\$1.00*)
 Group (\$1.00* per space)
(*Filing Fee)

If more than one space affected, at least 30% of spaces similarly affected must sign petition attached.

Park Owner:

- Landlord (\$1.00* per space)
 Hardship Rent Increase (\$1.00* per space)
(*Filing Fee)

Number of Spaces Affected _____

Applicant: _____

Telephone: _____

Address: _____

City: _____ Zip: _____

Summary of Petition (Please attach additional sheets if needed):

Signature: _____

Date: _____

For Office Use

Received by: _____

Date: _____

Fee Paid: \$ _____

Receipt Number: _____

**RESIDENT'S PETITION TO PROTEST RENT INCREASE
PURSUANT TO COUNTY ORDINANCE 760**

We, the undersigned residents of _____ do hereby petition, pursuant to procedures as set forth in County Ordinance 760.

The proposed space rent increase is \$ _____, or (_____%) per month/year, effective _____. The other rent related dispute involves: (Provide typed or printed attachments, if needed)

At least 30% of the tenants similarly affected must sign below (one signature per space). If additional signatures are required, you may add signatures to the back of this petition.

NAME: _____ Phone #: () _____

MAILING ADDRESS: _____

<u>DATE</u>	<u>PRINT NAME</u>	<u>SIGNATURE</u>	<u>SPACE #</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
16. _____	_____	_____	_____
17. _____	_____	_____	_____
18. _____	_____	_____	_____
19. _____	_____	_____	_____
20. _____	_____	_____	_____

I declare under penalty of perjury that all signatures on this petition were made in my presence.

Dated: _____ Signed: _____

**RIVERSIDE MOBILE HOME RENT BOARD
PETITION FOR HARDSHIP RENT INCREASE**

All information requested on this form must be provided. Failure to answer any question may result in dismissal of the petition by the Board

Name of Applicant: _____
 (If corporation, indicate also name of person to contact concerning this petition)

Title of Applicant: _____ Telephone No. (_____) _____
 (Area Code)

Business Address: _____

Name & Address of Rental Property: _____

I. <u>Gross Income</u>		<u>Base Year</u>	<u>Last Calendar Year</u>
A.	Gross Rents (computed as Gross Rental Income at 100% paid occ.) (Furnished copy of base rent roll and current rent role for all spaces if not on file with Board)	\$ _____	\$ _____
B.	Interest from Deposits (unless paid directly to tenants)	\$ _____	\$ _____
C.	Income from:	<u>Base Year</u>	<u>Last Calendar Year</u>
	1. Laundry Facilities	\$ _____	\$ _____
	2. Vending Machines	\$ _____	\$ _____
	3. Cleaning Fees	\$ _____	\$ _____
	4. Garage & Parking Fees	\$ _____	\$ _____
	5. Other (Specify): _____	\$ _____	\$ _____
	_____	\$ _____	\$ _____
	TOTAL	\$ _____	\$ _____

	<u>Base Year</u>	<u>Last Calendar Year</u>
D. Add Lines A, B, and C	\$ _____	\$ _____
E. Uncollected Rents Due to Bad Debts and Vacancies	\$ _____	\$ _____
F. Gross Income (Subtract Line E from Line D)	\$ _____	\$ _____

II. Operating Expenses

	<u>Base Year</u>	<u>Last Calendar Year</u>
G. Management Expenses		
1. Accounting	\$ _____	\$ _____
2. Advertising	\$ _____	\$ _____
3. Insurance Premiums	\$ _____	\$ _____
4. Legal Fees	\$ _____	\$ _____
5. Value of Landlord Performed Services	\$ _____	\$ _____
6. Management Fees	\$ _____	\$ _____
7. Office Supplies	\$ _____	\$ _____
8. Salaries and Payroll Taxes	\$ _____	\$ _____
9. Other (Specify): _____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____

Base Year Last Calendar Year

II. Operating Expenses (Con't)

H. Repair and Maintenance Costs

Base Year Last Calendar Year

1. Appliances \$ _____ \$ _____

2. Cleaning \$ _____ \$ _____

3. Fumigation \$ _____ \$ _____

4. Furniture \$ _____ \$ _____

5. Landscaping \$ _____ \$ _____

6. Painting \$ _____ \$ _____

7. Supplies \$ _____ \$ _____

8. Other (Specify): _____ \$ _____ \$ _____

_____ \$ _____ \$ _____

TOTAL

\$ _____ \$ _____

\$ _____ \$ _____

I. Real Property Taxes:

**J. License and Registration Fees Not
Otherwise Paid by Tenants (Specify)**

1. _____ \$ _____ \$ _____

2. _____ \$ _____ \$ _____

3. _____ \$ _____ \$ _____

TOTAL

\$ _____ \$ _____

II. Operating Expenses (Con't)

Base Year Last Calendar Year

	<u>Base Year</u>	<u>Last Calendar Year</u>		
K. Utility Costs:				
1. Electricity	\$ _____	\$ _____		
2. Gas	\$ _____	\$ _____		
3. Telephone	\$ _____	\$ _____		
4. Water	\$ _____	\$ _____		
5. Other (Specify): _____	\$ _____	\$ _____		
_____	\$ _____	\$ _____		

TOTAL			\$ _____	\$ _____

L. Amortized Capital Expenses:

1. _____	\$ _____	\$ _____
2. _____	\$ _____	\$ _____
3. _____	\$ _____	\$ _____
4. _____	\$ _____	\$ _____
5. _____	\$ _____	\$ _____
6. _____	\$ _____	\$ _____
7. _____	\$ _____	\$ _____
8. _____	\$ _____	\$ _____

		<u>Base Year</u>	<u>Last Calendar Year</u>
II.	<u>Operating Expenses (Con't)</u>		
		<u>Base Year</u>	<u>Last Calendar Year</u>
L.	Amortized Capital Expenses (Con't)		
	9. _____	\$ _____	\$ _____
	10. _____	\$ _____	\$ _____
	TOTAL		
		\$ _____	\$ _____
M.	Enter Total From Line F (Gross Income)		
		\$ _____	\$ _____
N.	Total Expenses (Add Lines G, H, I, J, K, and L)		
		\$ _____	\$ _____
O.	Net Operating Income (Subtract Line N from Line M)		
		\$ _____	\$ _____

**III. Do you consider any of the amounts entered above on Lines A through E or G through L to be unusually high or low:
Yes _____ No _____ If yes, explain below:**

<u>Line</u>	<u>Item</u>	<u>Year</u>	<u>Explanation</u>

IV. List below the names and address of all tenants of units affected by this petition. Attach additional sheets if necessary.

V. State briefly any additional reason(s) for seeking a hardship rent increase:

VI. Have available, at the hearing, substantiation of all expenses claimed in the petition.

I declare under penalty of perjury that the statements contained herein are true and correct.

Signature: _____

Date: _____