

Members present:
Chairman Robinson
Assemblyman Horn
Assemblyman Rusk

Members absent:
Assemblyman Bennett

The meeting was called to order at 3:08 p.m. Chairman Robinson stated that the committee would hear testimony on AB 522 and then proceed to review the other areas concerning mobile home parks.

AB 522: Mr. Hugh Prentiss spoke in opposition to the bill and his comments are attached and marked as Exhibit "A".

Shannon Zivic, MHOLSSI, was next to speak in opposition to the bill and her remarks are attached and marked as Exhibit "B".

Jack Schroeder, attorney for the Northern Nevada Mobile Home Park Association, stated that they were opposed to the bill because it would interfere in the operation of many on-going business and he felt the part of the bill addressed in section 2, page two was covered by other parts of the mobile home legislation package.

Mr. Ed Horner, representing the Southern Nevada Mobile Home Park Owners Assoc., stated that they opposed the bill because they felt it discriminatory. In answer to a question from Dr. Robinson, Mr. Horner stated that probably 20-25% of the 148 members of his association were adult only parks. Mr. Horner stated that many of the parks set up for adults originally would have a difficult time adapting to the presence of children, plus many of the people living in those parks were doing so primarily because they did not wish to live in a park where children were allowed. He also pointed out that owners of family parks generally allow more for maintenance costs in those parks. He also stated that some parks which allow children, charge the parents extra for them.

That concluded testimony on AB 522.

Chairman Robinson stated that there had apparently been some meetings between the concerned parties (landlord associations, tenants associations and others) from both the north and south. Barbara Bennett stated to Dr. Robinson that their group had met with the representatives of the Coalition for Fair Housing and the Mobile Home Park Owners Associations earlier in the day and they had reached some areas of agreement relative to grievances.

At this point proponents of the bills, Barbara Bennett, Vickie Demas, Shannon Zivic and opponents of the bills, Bill Fleiner, Ed Horner, Jack Schroeder, Al Cartlidge and Paul King formed

a panel to discuss with the members of the sub-committee the points of agreement to which they had come and also those areas where they still had differences of opinion.

Mr. Bennett stated that it was their general position that rather than "rent control" they were in favor of enabling authority which could be implemented on a local level, if and when it would be necessary.

Mr. Horner then reviewed for the committee those eight points which had been agreed upon at the luncheon meeting of both groups earlier. They were:

1. NRS 118.280 should reflect that homes less than 12' in width or older than 10 years shall be inspected before re-sale to assure they are in good condition and meet the 1971 ANSI standards of safety and construction. Homes which did not meet the standards and were considered unsafe or a health hazard, could have to be removed from the park.

Mrs. Bennett pointed out that this would eliminate a coach being removed from a park strictly on the basis of it being less than 12' wide or more than ten years old. She did point out, however, that there would be many people in older coaches who would be faced with a problem because their coach could not pass the inspection.

2. NRS 118.260 (4) Should provide that the park rules and regulations can be changed if the landlord has made improvements which result in improvement of the standard and quality of living for the tenants, or if (a) Repeated damage to the park facilities by tenants has been experienced, or (b) if there have been repeated complaints of adverse conditions within the park received by the manager or owner.

3. NRS 118, Section four, should have added to it that no tenant shall have more than two dogs or two cats, provided that the rules and regulations allow pets, and those animals shall be on a leash so that they do not cause a nuisance.

4. NRS 118, Section five, should have added to it that children under the age of 18 who reside in the park shall comply with local and state ordinances. They stated that this provision was necessary so that if there was any disturbance caused by minors in the park, local officials could be called in to investigate; police had previously not come into the parks because they are on private property and they had no authorization to enter onto the property.

5. NRS 118.270(2) would be changed to allow landlords to give senior citizens' discounts to their tenants.

Mrs. Bennett stated that they agree with this provision, but

not in lieu of enabling authority because their problems were much more far reaching than just concerns of the senior citizens. Shannon Zivic also pointed out that this should not effect the necessity of uniform rates to all other tenants.

The committee then discussed with the members of the panel the current projects being aimed at rectifying the senior citizens' problem and what other means could be followed in regard to supplemental allowances for them, and perhaps the establishment of an agency which could help seniors purchase new coaches at lower interest rates (4% possibly). Mrs. Bennett stated that all the programs discussed would be beneficial to those people, but that those programs would not give immediate assistance to the seniors who presently couldn't pay their bills. Mrs. Bennett also stated that there is a problem in Orchard Park in Reno now, where there are six coaches owned by elderly people which couldn't possibly pass the ANSI standards and therefore can't be relocated, therefore, these people would if forced to get rid of their trailers, become displaced persons.

6. NRS 118.270 should be amended to prohibit landlords from charging an entrance or exit fee. And, it should establish a penalty therefore of a misdemeanor for the first infraction, a gross misdemeanor for the second and a felony for infractions past that point.

7. NRS 118 should have a new section which would provide that no mobile home lot shall be rented for in excess of 60 days by anyone not occupying that space, including any dealers. Mrs. Bennett stated that there should be some provision in this section which would preclude the lot being rented by dealer and then to another dealer, thereby keeping the lot vacant for an extended period of time; that the lot should be available to bona fide renters who wished to actually occupy the premises. Mrs. Zivic stated that last year in Las Vegas their association had some 4,000 persons registered with them looking for spaces, yet they knew of only 500 spaces which had become available.

It was noted here that part of the problem created in this area was due to the fact that some park owners are also mobile home dealers and they use the empty spaces in the parks as display areas and the only way someone can get into those parks is to buy a coach from the owner. Shannon Zivic also stated that she felt a lot of this problem could be overcome if the local governments would allow rezoning so that more parks could be developed. Mrs. Bennett stated that she would have no objection to the dealers being able to hold a lot for 60 days, but that lot should be opened for resident occupancy after that time. She stated further that the opening up of these lots would help to eliminate the need to get the review boards set up through the enabling authority into the act.

8. NRS 118.249 should be amended to provide that if a cleaning deposit is taken from a tenant that the landlord be required to give that tenants a written statement showing what any non-refunded portion of that deposit was used for.

It was pointed out at this juncture that the tenants thought that they should be receiving interest payments on these deposits. However, the landlords associations stated that this would cause a clerical nightmare and that it was not practicable, plus most of the owners who collect this money use it for making improvements to the park and it is, therefore, not just sitting in a bank account somewhere.

Mr. Paul King, owner of Tripicanna West Mobile Home Park in Las Vegas, stated that there are some cleaning requirements on the spaces and that he has a \$25 cleaning deposit and \$5 security gate entry card deposit. He also stated that there is sometimes a problem with people moving without paying their last month's rent and traditionally they have not required a last month's rental deposit.

Bill Fleiner stated that he is also a park owner and that he does not collect deposits from his tenants, but that sometimes he wishes he did because he has had to replace parts of fences, etc. which have been damaged by his tenants.

The panel discussed the relative problems of abandoned units and the costs pertaining thereto for both the landlord and the tenant, i.e. moving, cleaning and eviction costs.

Jack Schroeder stated that his group was in complete agreement with the eight points which had been reviewed and that they felt this would eliminate the need for enabling legislative authority because those points are aimed at remedying the specific points which had caused the biggest portion of the problem. He also suggested that the committee seek support and passage of ACR 3 which, he felt, would keep pressure on the owners to "take care of the problem" before legislative mandate would take over.

Mrs. Bennett stated again that she felt the enabling authority must be given this session because she did not feel that the voluntary boards would, necessarily, take care of all the greedy landlords or other local problems. And, she stated that the tenants need some further guarantee that if the landlords do not choose to work with the tenants after the legislators go home, they will have an area of redress without having to wait for two more years.

Mr. Schroeder stated that he felt the voluntary board would deter the excesses of the greedy landlords.

The committee then reviewed an information sheet which outlined the San Jose Tenant Landlord Hearing Committee along

with information on that subject which had been supplied by Don Rhodes of the Research Department. Al Cartlidge explained to the committee that the Apartment Association had developed a similar board in the Reno area which had been working very well for their members; although he did attribute much of the success to the number of new units which had come on line recently.

Mrs. Bennett again stated that the voluntary board might work but that they needed the enabling authority in case it did not work and that they would have no objection to having a sunset provision on the law so that if the situation improved or was worked out in the next two years, it would not have to be continued on the statute books. Mrs. Demas concurred with Mrs. Bennett on this point. She also pointed out that those involved in this discussion had been cooperative and sympathetic, but that there could be other owners come into the picture who were not involved in this work and who would not want to cooperate unless they were required to.

Mr. King pointed out that there are many contingent costs and expenses related to running a mobile home park and he thought that many of the tenants felt they were being gouged when their rents were increased, but the tenants might not realize that the increase was not simply being pocketed by the landlord. The committee discussed at this point the effects of these parks changing owners in today's market and what that does to the rents which must be paid. They also discussed possible levels over which there should be some review for rental increases which seem to be exorbitant.

At this point, Mr. Fleiner asked to have the letter which was presented in Las Vegas by Mr. Rhodine entered into the record of this meeting, Mr. Horn stated that he had spoken to Mr. Bennett of the State Retirement System regarding that letter and he stated that he did not feel the letter should be entered into the record without Mr. Bennett being present to comment on it because he stated that Mr. Bennett had told him that the person asked for the loan had also asked him to write the letter of refusal of the loan.

The problem existing in Reno were discussed including the possibility of using one year leases to limit further increases in rents over the next two years.

Mr. Clay Hearold told the committee and the panel that the current situation in Fairview Mobile Home Park is getting intolerable and that of the 239 lots available in the park, there are presently 89 that are either empty or trying to be so (for sale, tied up by dealers who have kept them vacant for a long period of time, or empty because the tenants have refused to pay the increased rent and moved).

Mr. Fleiner pointed out again that one of the prime problems in Reno is due to the zoning change in Reno three years ago.

Chairman Robinson asked that the members from each side of the question get together to formulate two separate bills, one being a bill which would include the eight points discussed at this meeting together with other parts of AB 525 which would be needed and acceptable. And, the other bill being one which would include enabling authority.

They then discussed the areas where they had not reached agreement. Mr. Al Cartlidge stated that the people he represented could not support the inclusion of age and marital status in AB 525, page 3, section 10 and on page 4, section 12 at lines 22, 34 and 40. Mrs. Demas stated that she could understand his objection to the use of the terms in Section 10, but that she did not see why he should object to the use of the terms in section 12 as that would only allow for those people to move into a mobile home after they had purchased it. Shannon Zivic also noted at this point that Clark County currently has provisions in their ordinances which include age. Mrs. Bennett stated she felt this provision could be dealt with on a local basis as necessary.

Mr. Cartlidge stated that they had been unable to come to an agreement on written rental agreements.

Shannon Zivic also stated that they also felt there should be some clarification in the law relative to evictions and property problems relative thereto as the courts are now using apartment tenant laws to adjudge matters having to do with mobile home tenants and owners and they are not the same thing.

Mary Fisher, park owner from Carson City, stated that she and her husband had been in business in Carson City for 17 years and that they objected to AB 525, page 9, lines 3-9 because she felt that basing tenancy approval only on those criteria was not good. She stated that she felt her personal observation of prospective tenants was largely based upon her familiarity with her own park and the kind of people who would be acceptable and compatible in it.

Mr. King again suggested that enabling legislation be avoided in favor of the study in ACR 3. Mrs. Bennett stated that she would be in favor of that, if they would institute a rent moratorium during the interim. That concluded the discussion.

Chairman Robinson suggested again that the various factions get together to iron out a new bill.

There being no further business to come before the committee,
Chairman Robinson adjourned the meeting at 5:30 p.m.

Respectfully submitted,

Linda D Chandler
Linda D. Chandler

The following are exhibits either proposed at this meeting
or submitted immediately thereafter which are relative to
the meeting and the matters discussed therein:

<u>Exhibit "C"</u>	Proposed amendments to <u>AB 525</u> , submitted by Mrs. Bennett.
<u>Exhibit "D"</u>	UMTA Priority list from Vickie Demas.
<u>Exhibit "E"</u>	The proposed bill based on the eight points of discussion, prepared and submitted by Mrs. Demas.
<u>Exhibit "F"</u>	Position paper from the Coalition for Fair Housing.
<u>Exhibit "G"</u>	Draft of legislation based on eight points, prepared and submitted by the Coalition.
<u>Exhibit "H"</u>	Paper explaining the San Jose Landlord Tenant Hearing Committee submitted by Mr. Fleiner of the Coalition.
<u>Exhibit "I"</u>	Background paper from Don Rhodes, Research, on the San Jose Mobilehome Task Force.
<u>Exhibit "J"</u>	Newspaper article expressing the opinion of Judge Breen regarding a current case brought to court in Reno regarding increased rents.
<u>Exhibit "K"</u>	Letter from Opal Anderson, Fairview Mobile Home Park, with exhibits.
<u>Exhibit "L"</u>	Letter from Mr. and Mrs. Robert G. Beddome.
<u>Exhibit "M"</u>	Sample moratorium ordinance from the City of Los Angeles, left for the committee's information by one of the guests.

Members: Chairman Robinson
Assemblyman Horn
Assemblyman Rusk

Reports were received by the sub-committee from spokesmen from the mobile home park owners associations, tenants associations and representatives of the mobile home dealers. Groups from the northern part of the state as well as groups from the southern part of the state were represented.

We avoided, as much as possible, receiving additional testimony and restricted activities to reviewing the suggestions and the agreements and proposals made by the various coalitions.

We did have testimony on AB 522 as an official hearing the following are the recommendations of the sub-committee:

1. AB 522: recommend an Indefinite Postponement.
2. That the Commerce Committee request committee introduction of two bills addressing the mobile home park problem.
 - a. The first bill should be one which would allow the local governing bodies (city and county) to create a board for rent review and would be considered enabling legislation. The body of the bill would be from the best provisions of the bills now in committee; the rationale being that if enabling legislation anywhere in the area of rent control were in the primary bill, it could well jeopardize the entire bill, and by separating them, the single issue of rent review or control would stand on its own merit.
 - b. The second bill would have in it those provisions acceptable to the committee from the other bills and meshed with them the eight points upon which both sides had agreed in conference and which they submitted to us during the sub-committee meeting.
3. The final point was that we felt committee introduction would be just as expedient as attempting to make lengthy amendments to any of the existing bills and would follow the precedent set by the Taxation Committee regarding controversial issues.

Submitted by,

Linda D. Chandler
Linda D. Chandler for
ROBERT E. ROBINSON, Chairman

ASSEMBLY COMMERCE COMMITTEE

GUEST LIST

NAME (Please print)	REPRESENTING (organization)	[?] tenant or Management	WISH TO SPEAK	
			Yes	No.
HUGH PRENTISS	TENANT		X	
INEMA FINCHER	TENANT		X	
Jimmie HARROLD	"			X
B. MOYNAHAN	"			X
Clay Harrod	"			X
Mr & Mrs M.C. Suddan	"			X
DOLORES RINGDAHL				
FRED SAEED	"			X
John Ward	"		X	
LORRAINE SNEED	"			X
Nikki Beeson	✓			✓
Rod J Beeson	✓			✓
W.C. DUNN	"			✓
John K. ...	✓			✓
John K. ...	✓			✓
Pauline Higgins	✓			✓
M.T. Ferreira	✓			✓
E.L. Ferreira	✓			✓
Helena Flores	✓			✓
Patsy L. Holverson	Tenant			✓
Frank Woolston	"			✓
HOWARD HAMMILL	DIV. FORAGING SERV.			✓
Mr & Mrs ^{JOHN} Bloom	TENANT			
Mr & Mrs Paul Harrison	TENANT			✓

ASSEMBLY COMMERCE COMMITTEE

GUEST LIST

NAME (Please print)	REPRESENTING (organization)	Tenant or Manager?	WISH TO SPEAK	
			Yes	No.
E. J. Madson	Tenant			X
D. J. Brodhead	Tenant			
P. W. Prodhon	"		X	
L. E. Leo	"			✓
Ernest Johnson	"			✓
Shirley M. Johnson	"			✓
Ernie Clark	"			✓
Mrs. G. Lehar	"			✓
Al Lehar	"			✓
Richard Bennett	U. M. T. A		✓	
Ann Marlin	U. M. T. A			no.
Edward Marlin				no.
Bill Fort				no
Francis Lout				no
Suburban Planning	U. M. I. A.			no
M. E. Lanning	"		X	✓
Pat Rogers	U. M. I. A		X	
Flora Leavelle			✓	
Bernie Murphy				✓
Bertha Reinhardt				✓
Gyille C. Raymond	U. M. T. A			✓
Vergelle Raymond	U. M. T. A.			✓
Vicki Wenas	A. N. O. P. S.		✓	
Sharon Zirc	M. H. O. P. C. -			✓
Elaine Edwards	Seniors			✓

Date of Hearing_____

GUEST LIST

[illegible]

From: Hugh V. Prentiss
58 Eureka Dr.
Carson City
Nevada 89701
(702) 883-6945
(702) 882-2524

To; The Spnsors of Bill AB 522

Ladies and Gentlemen of the Legislator;

I wish to protest Bill AB 522, because it infringes on my rights for freedom of choice as a United States citizen and taxpayer.

My wife and I have worked hard, raised our children and paid our taxes all our working life. I have participated in three wars to protect the freedoms that this nation offers.

Now at age 62, even though I am still working, I feel my wife and I have earned the right to a little peace, quiet and security in our old age.

By choice, we have invested our life's savings in a mobile home parked in an Adult mobile park; this we felt would insure some degree of privacy and security in our old age.

Bill AB 522 will deny my right to quiet and privacy and Depreciate my investment. We love our five grandchildren, but we don't want them living in an adult mobile park with us.

Some people say, that because of a shortage of housing, all mobile home spaces should be made available to everyone. Is it our fault that our own local government has created an inflationary spiral in single dwelling homes by imposing arbitrary controls on building? It seems we have too much government interference with our private lives now, why add to it.

Thank you for your time.

Hugh V. Prentiss

EXHIBIT "A"

AB 522 - This bill recommends that a mobile home park may not be an all adult park. It doesn't specify that it shall be new parks, therefore, it would include all parks, new and older parks. We cannot support forcing families into established parks that are wholly adult. These parks are not oriented to children facilities. We would recommend that restrictions be placed on changing family areas to adult areas after once established as family areas. The logic of this is that if a park is constructed for children's facilities it is the obligation of the owner to honor his agreement with the family tenant, who spent a great deal of money moving a larger family coach into the park. If the landlord later changes his mind, the family is placed in a very uncompromising position, 1st if his wife gets pregnant that would be legal reason to evict them from the park, 2nd, if the family tenant wanted to sell his big coach, it is hard to get an interested couple to buy the coach because it is too large for them. Also, children living in an adult park are subject to restrictions that are far too strict for children. Therefore, we recommend this bill be amended to read if a park is not an all adult park and family areas are established, such family areas may not be changed to adult areas and families applying for rental of the lot in family areas may not be denied occupancy on the basis of having children.

We adamantly do not support an additional 100 dollar deposit for children. Because in a mobile home park the rental of a mobile home lot, does not entail damage to a dwelling. Further, if such damage were to occur that was caused by the children, the tenant who is responsible for the child could not remove his coach unless the damage costs are paid because the landlord would place a lien on the coach.

We also feel that this bill is being used as a subterfuge to pass an apartment house ruling that could open up a big can of worms. The mobile home owners want no part of sharing such a bill.

EXHIBIT "B"

1979 REGULAR SESSION (60TH)

ASSEMBLY ACTION	SENATE ACTION	Assembly	AMENDMENT BLANK
Adopted <input type="checkbox"/>	Adopted <input type="checkbox"/>	AMENDMENTS to <u>Assembly</u>	
Lost <input type="checkbox"/>	Lost <input type="checkbox"/>	Joint	
Date: _____	Date: _____	Bill No. <u>525</u>	Resolution No. _____
Initial: _____	Initial: _____	BDR <u>10-1290</u>	
Concurred in <input type="checkbox"/>	Concurred in <input type="checkbox"/>	Proposed by <u>Mrs. Hayes</u>	
Not concurred in <input type="checkbox"/>	Not concurred in <input type="checkbox"/>		
Date: _____	Date: _____		
Initial: _____	Initial: _____		

Amendment N^o

raised 1st 2
grabbing legislation
made Sept 11

Amend the bill as a whole by deleting section 2 and inserting:

"Sec. 2. 1. If the governing body of a city or county finds that there is a vacancy rate of 5 percent or less among lots in mobile home parks in the city or county, it may adopt an ordinance creating a board for rent review and setting forth the powers and duties of the board.

2. The governing body shall, upon adopting the ordinance, appoint a board of seven members including:

(a) Two members who are owners of mobile homes which are located in mobile home parks and not owners of mobile home parks;

(b) Two members who are owners of mobile home parks; and

(c) Three members who are not owners of mobile homes or mobile home parks and who have no other connection with mobile homes or their sale, rental, repair or manufacture.

3. Members of the board for rent review serve at the pleasure

To: E & E
 LCB File
 Journal
 Engrossment

EXHIBIT "C"

1265

Date 3-29-79 Drafted by DS:sl

of the body which appointed them and are not entitled to receive compensation for service on the board. The board may elect a chairman and any other officers which it deems necessary.

4. The board shall:

(a) Review all proposed increases in rent, fees and proposed assessments, and may approve, adjust or deny the increases.

(b) Recommend changes in local ordinances related to mobile homes and mobile home parks.

5. In addition to creating a board for rent review and imposing conditions on increases in rents, fees and assessments, the ordinance adopted by the governing body may:

(a) Impose measures to promote equality between tenant and landlord;

(b) Promote maximum use of available lots in mobile home parks; and

(c) Encourage development of mobile home parks to meet the needs of the community.

6. An ordinance adopted pursuant to this section may be repealed only after the governing body has determined that the vacancy rate among lots in mobile home parks has been greater than 5 percent for the entire period of 6 months immediately preceding the date of the determination.":

Amend section 5, page 2, by deleting lines 42 and 43 and inserting:

"(b) Gas by the size of the mobile home."

Amend section 5, page 2, by deleting lines 49 and 50 and inserting:

"shall itemize the gas rate on the rent bill and give written notice to the tenant of any increase in gas rates at least:

(a) The same number of days before the increase is effective as the gas supplier has given to the landlord; or

(b) Sixty days before the increase is effective, whichever is the lesser."

Amend the bill as a whole by adding a new section designated section 6.5, following section 6, to read as follows:

"Sec. 6.5. No utility service may be connected to a mobile home or trailer which is permanently located unless:

1. It is served directly by the utility; or
2. If there is a master meter in the mobile home park, an inspection is conducted by an agency responsible for such inspections."

Amend section 7, page 3, line 7, by deleting the period and inserting "if those services are available."

Amend section 16, page 5, line 39, by inserting after "must":
"be concluded for a term of 1 year or more, unless both tenant and landlord agree to a lesser term, and must".

Amend section 21, page 7, line 36, by deleting "or".

Amend section 21, page 7, line 38, by deleting the period, and inserting "; or".

Amend section 21, page 7, by inserting between lines 38 and 39:

"(c) Requiring payment of any cost in addition to those agreed to in the rental agreement or changes to the mobile home or lot unless the changes are agreed to when the tenant occupies the mobile home."

Amend section 22, page 8, by deleting lines 13 through 15 and inserting:

"even if the mobile home is to remain within the park _ [unless the landlord has acted as the mobile home owner's agent in the sale pursuant to a written contract.]".

Amend section 22, page 8, line 16, by deleting "security or damage" and inserting "[security or damage]".

Amend section 23, page 9, line 14, by inserting an open bracket before "Less".

Amend section 23, page 9, line 16, by deleting the bracket.

Amend section 23, page 9, line 22, by deleting "(d)" and inserting "(b)".

Amend section 24, page 9, by inserting between lines 35 and 36:

"(c) Twenty days in advance if based on a failure of the tenant to pay rent or utilities."

Amend section 24, page 9, line 45, by inserting an open bracket before "the tenancy".

Amend section 24, page 9, line 46, by deleting "The" from the end of the line and inserting "The] the".

Amend section 25, page 10, by deleting lines 4 through 29 and inserting:

"118.295 The rental agreement described in NRS 118.291 may not be terminated except for:

1. Failure of the tenant to pay rent, utility charges or reasonable service fees within [10] 20 days after written notice of delinquency served upon the tenant in the manner provided in NRS 40.280;

2. Failure of the tenant to correct within a reasonable time any noncompliance with a law, ordinance or governmental regulation pertaining to mobile homes or a valid rule or regulation established pursuant to NRS 118.260 or to cure any violation of the rental agreement within a reasonable time after receiving notification of noncompliance or violation;

3. [Conduct of the tenant in the mobile home park which constitutes an annoyance to other tenants or interferes with park management;

4. Violation of valid rules of conduct, occupancy or use of park facilities after written notice of the violation is served upon

the tenant in the manner provided in NRS 40.280;

5.] Condemnation or a change in land use of the mobile home park [; or

6.] if the tenant is given 12 months' notice of the condemnation or change, and 60 days after the expiration of the notice period to vacate the park; or

4. Conduct of the tenant which constitutes a nuisance as defined in NRS 40.140."

UNTA PRIORITIES

1. Enabling authority to local governments; including a definition for "vacancy".
2. Deletion of 10-year old and 12 foot wide statute which permits removal on sale.
3. Spell out the terms for landlord refusal of buyer as tenant.
4. Rental agreement at time of occupancy compulsory.
5. No extra charges for children; no charges (extra) or signing up of guests.
6. Make it illegal to deny space to tenant who will reside on lot.
7. Increase penalties to halt illegal fees and practices.
8. No additional charges for complying with rules and regs.
9. Twenty days for termination because of non-payment of rent.
10. Thirty days to vacate if tenant loses in court. 10 days for non-payment.

EXHIBIT "D"

Chapter 118.241 is hereby amended to read as follows:

118.241 Rental Agreements.

(Any) A Written rental contract or lease (to be used in renting or leasing any mobile home lot) may be executed between a landlord and tenant to rent or lease any mobile home lot. If such contract or lease is not offered by the landlord, the tenant may request a written agreement for a term agreed upon by both the landlord and the tenant. The written rental contract or lease (shall) must contain but is not limited to provisions relating to the following subjects.

2. Amount of rent, the manner and time of it's payment and the amount of any charges for late payment and dishonored checks.

3. Restrictions (on) and charges for occupancy by children or pets.

7. Maintenance which the tenat is required to perform (.) and any appurtenances he is required to provide.

9. Any subletting restrictions.

10. The number of and charges for persons who are to occupy a mobile home on the lot.

11. Any recreational facilities and other amenities provided to the tenant.

Chapter 118.249 is hereby amended to read as follows:

118.249 Deposits.

3. All deposits are refundable and upon termination of the tenancy the landlord may claim from a deposit only such amounts as are reasonably necessary to remedy tenant defaults in the payment of rent, utility charges or service fees to repair damage to the park caused by the tenant. The landlord shall provide the tenant with an itemized written accounting of the disposition of the deposit. Any refund shall be sent to the tenant within 21 days after the tenancy is terminated.

6. Deposit may not be charged unless included in original occupancy agreement.

Chapter 118.251 is hereby amended to read as follows:

118.251 Responsibility of landlord for common areas, facilities, appliances.

2. Maintain in good working order all electrical, plumbing and sanitary facilities and appliances which he furnishes (,). (except that repeated damage from misuse or vandalism is grounds for suspension of maintenance or repair of a facility or appliance.)

Chapter 118.260 is hereby amended to read as follows:

118.260 Rules, regulations concerning use, occupancy by tenants.

2. All such rules or regulations (shall) must not conflict with provisions of 118.241 and must be:

(c) Adopted in good faith and not for the purpose of evading any obligation of the landlord arising under the law (; and) or any prior conduct or activity which the landlord or his authorized agent had approved; and

(d) Uniformly enforced against all tenants in the park, including the (resident) managers.

3. Except as provided in subsection 4, such a rule or regulation is enforceable against the tenant only if he has notice of it at the time he enters in the rental agreement is not enforceable unless the tenant consents to it or is given (60) 120 days' notice of it in writing.

4. A rule or regulation pertaining to recreational facilities in the mobile home park is not enforceable unless the tenant has been (may be amended and enforced by the landlord without the tenants consent if the tenant is given 10 days's written notice of the amendment.) given 10 days written notice of the ruling or its' change, to all tenants.

5. The landlord may not adopt or enforce rules or regulations; that

(a) Prohibits a tenant from having a guest, except where the presence of the guest constitutes a nuisance; or

(b) Establishes areas for adults only in parks which allow children, unless the restriction is clearly posted in those areas.

(c) Evict a family tenant on the basis that the park has been changed to an all adult park.

(d) Deny the tenant access privileges to his mobile home lot.

6. The landlord may adopt any rules or regulations which are not inconsistent with the provisions of this chapter.

Chapter 118.270 is hereby amended to read as follows:

118.270 Prohibited charges, practices by landlord. The landlord shall not:

1. Charge:

(a) Any entrance or exit fee to a tenant assuming or leaving occupancy of a mobile home lot. Such violation shall constitute a felony ~~those who are~~

(b) Any transfer or selling fee or commission as a condition to permitting a tenant to sell his mobile home within the mobile home park even if the mobile home is to remain within the park, unless the landlord has acted as the mobile home owner's agent in the sale pursuant to a written contract (.) provided this is not a condition of the sale; or

(c) Any (security or damage) deposit the purpose of which is to avoid compliance with the provisions of subsection 5.

(d) Additional fees for immediate members of the family.

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

(f) Additional fees for use of the recreational facilities as provided in the rental agreement at the time of occupancy.

2. Increase rent or service fees unless:

(a) The increase applies to rent in a uniform manner to all tenants or, if it is a service fee, to a given circumstance, except that a landlord may give discounts to disabled persons or senior citizens 55 years of age or over.

(b) Written notice advising the tenant of the increase is sent to the tenant (60) 90 days in advance of the first payment to be increased. New tenants shall be given written notice of any pending rent increase on or before the commencement of their tenancy.

4. Prohibit any tenant desiring to sell his mobile home or other personal property within the park from advertising the location of the mobile home and name of the mobile home park or prohibit the tenant from displaying at least one sign of a reasonable size, advertising the sale of the mobile home or other property.

5. Prohibit any meetings held in the park's community or recreation facility by the tenants or occupants of any mobile home in the park to discuss mobile home living and

affairs, if those meetings are held at reasonable hours.(and when the facility is not otherwise in use.)

6. Interrupt, with the intent to terminate occupancy, any utility service furnished the tenant except for nonpayment of utility charges. Any landlord who violates this subsection is liable to the tenant for actual damages and \$100.00 in exemplary damages for each day that the tenant is deprived of utility service.

Chapter 118.280 is hereby amended to read as follows:

118.280 Rights of landlord upon sale of mobile home located in park.

1. The landlord may require approval of a prospective buyer and tenant prior to the sale of a tenant's mobile home, if the mobile home will remain in the park. The landlord shall base his decision on the prospective buyer's previous record as a tenant elsewhere, his financial responsibility and if the landlord does not approve the prospective buyer he must give the tenant written notice stating his reasons.

2. If a tenant sells his mobile home and there has been no harassment or unreasonable hinderance or obstruction of the sale by the landlord, the landlord may require that the mobile home be removed from the park if the mobile home is:

- ((a) Less than 12 feet wide;
- (b) More than 10 years old;
- (c) Deemed by the landlord to be in a rundown condition or in disrepair;)
- (a) Deemed by the local inspection agency to be a health and safety hazard and buyer fails to eliminate the hazard within 60 days after receiving written notice from the landlord advising him of the conditions found by the inspecting agency to be a health or safety hazard; or
- ((d) (b) Unoccupied for more than 120 consecutive days before the sale.

Chapter 118.291 is hereby amended to read as follows:

118.291 Termination of rental agreement by landlord: Notice requirements; holding over with landlord's consent.

1. Except as provided in subsection 4, an oral or written agreement between a landlord and tenant for a mobile home lot in a mobile home park in this state shall not be terminated by the landlord except upon notice in writing to the tenant served in the manner provided

In NRS 40.280.

(a) (Thirty) Sixty days in advance. (if the mobile home does not exceed 16 feet in width.)

Delete ((b)) Forty five days if the mobile home exceeds 16 feet in width.)

((c)) (b) Five days in advance if the termination is because the conduct of the tenant constitutes a nuisance as described in Subsection 6 of NRS 118.295.

(c) Ten days in advance if the termination is due to nonpayment of rent and utilities

Chapter 118.295 is hereby amended to read as follows:

118.295 Termination of rental agreement by landlord: Grounds. The rental agreement described in NRS 118.291 may not be terminated except for:

5. Condemnation or a change in land use of the mobile home park unless the tenant is given 12 month notice of the condemnation or land use change or the landlord assumes the costs of moving the mobile home and relocates the mobile home.

Chapter 118.310 is hereby amended to read as follows:

118.310 Alternative remedies when tenant's mobile home made unfit for occupancy.

1. If a mobile home is made unfit for occupancy for any period in excess of 48 hours by any cause for which the landlord is responsible or over which he has control, the rent shall be at the tenant's option proportionately abated, from the first day of outage and refunded or credited against the following month's rent. The tenant need not abandon the mobile home as a prerequisite to seeking relief under this subsection.

2. As an alternative to such abatement of rent, the tenant may procure reasonable substitute housing for occupancy while his mobile home remains unfit and may:

- (a) Recover the actual reasonable cost of the substitute housing from the landlord (,) (but not more than an amount equal to the rent for the mobile home lot;), or
- (b) Deduct the cost from future rent.

Chapter 118.340 is hereby amended to read as follows:

118.340 Any landlord who violates any of the provision of NRS 118.241 to 118.310 inclusive, NRS 118.330 is guilty of (a misdemeanor.) :

- (a) For a first or second offense, a misdemeanor;
- (b) For a third or subsequent offense, a gross misdemeanor.

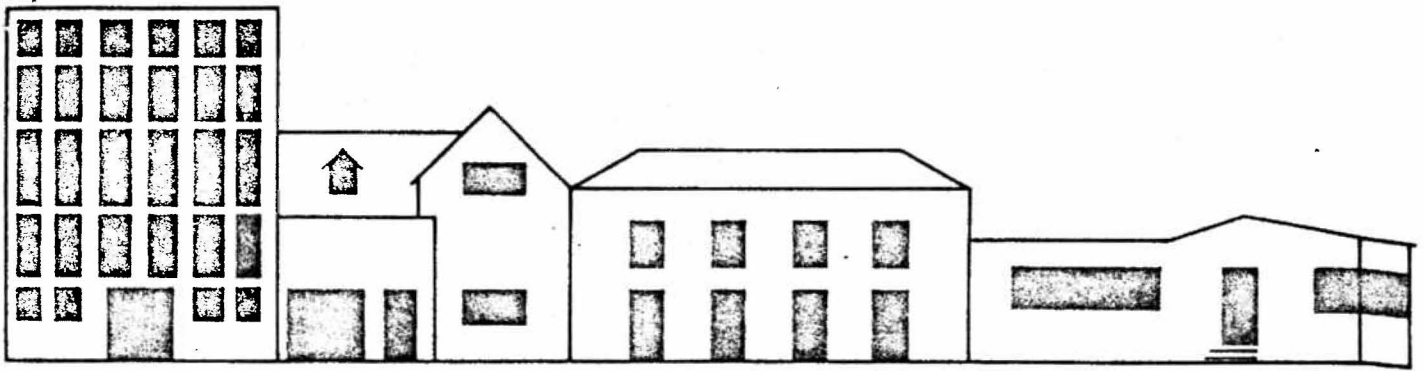
Chapter 118 is hereby amended to read as follows:

Add new Section - No vacant mobile home space may be rented or leased to any person who will not personally occupy said space. Violation shall constitute a gross misdemeanor.

Add new section - Children under 18 years of age residing in a mobile home park will comply with all state and local laws and ordinances.

Add new section - A mediation Board shall be established by the local governments to include members of the local park owners and local mobile home park tenants associations to mediate landlord tenant grievances and evictions.

For further information call Vickie Demas, 876-4973 or Shannon Zivic 873-6226



COALITION FOR FAIR HOUSING

527 Lander Street
Reno, Nevada 89509

April 4, 1979

Assemblyman John E. Jeffrey
NEVADA STATE LEGISLATURE BUILDING
401 South Carson Street
Carson City, Nevada 89701

Dear Mr. Jeffrey:

I represent the Coalition for Fair Housing in the greater Reno area. The Coalition is made up of a cross section of business interests in this area. They are - the Home Builders Association of Northern Nevada, the Reno Board of Realtors, Inc., the Northern Nevada Apartment Association, the Nevada Manufactured Housing Association, the Northern Nevada Mobile Home Park Owners Association, and the Associated Builders and Contractors.

As a result of the presentations offered at your two recent sub-committee hearings on the subject of rent control, we believe you will agree that the main issue discussed by the proponents of the bills was not one of increasing rents as much as it was of other grievances. For the most part, we would have to agree that these grievances appeared to have some validity. Of course, in every issue there are two sides. The mobile home park owners could also bring forward a list of grievances against tenants which would be impressive. However, the subject was rent control so the opponents to the bills limited their presentation, for the most part, to that subject. We would like to point out that your introductory remarks, both in Carson City and in Las Vegas, indicated the meetings were being held to consider only the subject of rent control.

We have very strong feelings about the questionable conduct of a few landlords and believe the present language contained in NRS 118 should be strengthened in order to facilitate the enforcement of the provisions of that law.

EXHIBIT "F"

We also feel there is a need for a mediation board or panel for the airing of grievances. The city of San Jose, California, has such a system which has successfully been in operation for over five years.

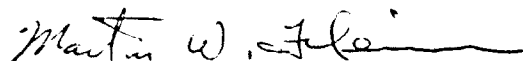
It is important to note that we are concerned about the present landlord tenant friction in some mobile home parks but are even more concerned about the aspect of rent control or the enabling authority to enact rent control, and its effect on the states economy, being used as the solution to the friction that exists. We believe we have adequately shown your committee the serious detriment rent control can be to a community.

We are also concerned that you may believe certain inclusions, such as a sunset provision or the exclusion of new construction, will neutralize the adverse effects of rent control legislation. Nothing could be further from the truth. Sunset provisions are rarely allowed to take effect. The statement by your legislative counsel, Don Rhodes, that "once enacted, rent control is extremely hard to get rid of", is an accurate one. It is often politically expedient to vote for such controls because the immediate, apparent beneficiaries are the constituents of the elected officials. New York City is a good example. The vast majority of officials in New York City recognize rent control for the evil that it is. Yet, every three years they vote for another three years of it. This temporary solution to a housing shortage has been in place for thirty-four years. Excluding new construction looks good on a very thin surface. But, what is that new construction one or two years from now? It is a one or two year old park which may be in the vicinity of some three or four year old parks. Where is the equity in controlling the one but not the other? There is none. So, as has happened in many other areas which have tried this tactic, the previously excluded park now becomes a controlled park. In effect, the period of non-control lasts only one or two years. Lending institutions are aware of this and generally refuse to commit funds in such an environment.

In conclusion, we would like to point out that we see increasing rent as a symptom of both inflation and the present imbalance of housing supply and demand. We also see the majority of the proponents of these "rent control" bills complaining more about improprieties of management than increasing rents. Therefore, we support strengthening the language of NRS 118 and the formation of local mediation panels. We support and encourage the use of leases but feel legislating these would be extremely complex and may infringe upon the rights of both tenants and landlords if lease terms were dictated by governing bodies. It should stand without saying that the administrative costs of rent control would be another added burden to the taxpayer.

We trust you will weigh these arguments carefully in considering both your influence and your vote on the subject of rent control as a solution.

Sincerely,

A handwritten signature in cursive script, reading "Martin W. Fleiner", followed by a horizontal flourish line.

Martin W. Fleiner
Chairman

cc: Members of the Assembly Commerce Committee

Agreed upon by Southern group
+ endorsed by Northern group.

SUGGESTED CHANGES TO CHAPTER 118 OF NRS:

1. Amend 118.280 to change 2(a) from 12 feet wide to 10 feet wide and 2(b) from 10 years to 15 years. Amend 118.280 to add (e) to require mobile homes to comply with ANSI Federal Standards of 1971.
Inspection by local authority -
Mobile homes sold within parks that exceed 15 years of age or are less than 10 feet in width, may be removed by owner of park.
2. Add new provision to Chapter 118 of NRS as follows:
 - 4) Park Rules and Regulations may only be changed by a new owner if they improve the standard and quality of living for the tenant; or if problems within the park have occurred where -
 - (a) repeated damage to park facilities have taken place, *OR*
 - (b) park tenants have filed repeated complaints of adverse conditions, or
 - (c) the statutes or ordinances have changed the requirements that such existing rules and regulations should be changed.
3. Add new provision to Chapter 118 of NRS as follows:

Health and welfare of Tenants. No one living within a mobile home park in the State of Nevada will have on their premises more than two (2) dogs and/or cats and will keep same within the perimeter of their lot unless on a leash. Any dog or cat that creates a nuisance to other tenants, and at least three (3) tenants file a written complaint with the manager of the park, such pet shall be removed from owner resident upon written order of owner or manager.
4. Children ^{<18 yrs} living in the mobile home park will comply with all state and local ordinances, including curfews and unlawful assembly. All children shall be supervised by an adult at all times and not left to run unattended within the park.
5. Amend NRS 118.272 ^{sub 2} to provide that a landlord may give rent reductions to senior citizens.
6. Amend 118.270 to make prohibited practices a gross ^{or first misdemeanor} misdemeanor. *3rd make tougher*
7. Add new provision to Chapter 118 of NRS to provide that no mobile home space shall be rented or leased to any person not occupying such space within sixty (60) days.
8. Amend 118.249 to provide that landlord must give tenant an itemized written accounting of the disposition of his deposit. *inter*

revision of 118.277 - 10/1/77

1 Over 9 Problem of abandoned home.
10. exorbitant Rent increases - ① Roll back

11. Separate enabling rent control bill from just bill
12. Leases

HB
JLS
Sec. 10 pg 3 line 31 owners want strike "age & marital status"
pg 4 lines 22-34 + 40

~~pg 4~~
owners object to Sec. 16 - pg. 5 line 36

renters need landlord-tenant sections separately
evictions, etc. are being made under "dwellings,"
landlord-tenant (chapter 40.)

pg 9 lines 3-9 modify.

DRAFT

ASSEMBLY BILL NO. 390 _____; Assemblymen Horn, Rusk, Vergiels, Hayes, Brady, Sena, Fielding, Prengaman and Fitzpatrick.

April 12, 1979

REFERRED TO COMMITTEE ON COMMERCE:

SUMMARY - Revises landlord and tenant relationship in Mobile Home parks.

An Act relating to landlords and tenants:
To improve the standard and quality of living for tenants of mobile home parks, and to limit mobile home dealers from holding mobile home park spaces, on an exclusive basis, for more than sixty (60) days.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN THE SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1. SECTION 1, NRS 118.280. is hereby amended to read as follows:
118.230 as used in NRS 118.230 to 118.340, inclusive (:), and SECTION 2 of this Act:
 1. "Landlord" to mean the owner, lessor, or operator of a mobile home park.
 2. "Mobile Home" to mean a vehicular structure without motive power, built on a chassis or frame, which is:
 - (a) Designed to be used with or without a permanent foundation;
 - (b) Capable of being drawn by a motor vehicle; and
 - (c) Used as and suitable for year-round occupancy as a residence when connected to utilities, by one person who maintains a household or by two or more persons who maintain a common household.
 3. "Mobile Home Lot" to mean a portion of land within a mobile home park which is rented or held out for rent to accommodate a mobile home.
 4. "Mobile Home Park" or "Park" to mean an area or tract of land where two (2) or more mobile homes or mobile home lots are rented or held out for rent. "Mobile Home Park" does not include an area or tract of land where more than half of the lots are rented on an overnight basis or for less than one month.
2. SECTION 2, CHAPTER 118.280 of NRS is hereby amended as follows:
 1. The landlord may require the right of approval of a prospective buyer and tenant, prior to the sale of a tenant's mobile home, if the mobile home is to remain in the park.
 2. When a tenant sells their mobile home, the landlord may require that the mobile home be removed from the park under the following conditions:
 - (a) Mobile home unoccupied for more than 120 consecutive days prior to sale.
 - (b) Mobile home does not meet ANSI Federal Safety Standards of 1971, after inspection by an authorized government agency prior to sale.

EXHIBIT "G"

draft

CONTINUATION OF ASSEMBLY BILL NO. 390 _____

3. SECTION 3, NRS 118.260 is hereby amended to read as follows:

1. The landlord may adopt rules of regulations concerning the tenant's use and occupancy of the mobile home lot and the grounds, areas and facilities of the mobile home park held out for the tenants generally.
2. All such rules or regulations shall be:
 - (a) Reasonably related to the purpose for which they are adopted;
 - (b) Sufficiently explicit in their prohibition, direction or limitation to inform the tenant of what he must do or not do for compliance;
 - (c) Adopted in good faith and not for the purpose of evading any obligation of the landlord arising under the law; and
 - (d) Uniformly enforced against all tenants in the park, including the resident managers.
3. Except as provided in subsection 4, such a rule or regulation is enforceable against the tenant only if he has notice of it at the time he enters into the rental agreement.
4. Such rules may only be changed by landlord if improvements are made which improve the standard and quality of living for the tenants; or if the following problems occur:
 - (a) Repeated damage to park facilities by tenants; or
 - (b) Park tenants have filed repeated complaints of adverse conditions within the park.

4. SECTION 4 CHAPTER 118 of NRS is hereby amended by adding thereto the provisions set forth as sections 4 of this act.

1. Health and Welfare of tenants: No one living within a mobile home park in the State of Nevada will have on their premises more than two (2) dogs and/or cats, provided Rules and Regulations in park allow pets., and will keep same within the perimeter of their lot unless it is on a leash. Any dog or cat that creates a nuisance to other tenants, or if three or more tenants file a written complaint with the manager of the park, such pet shall be removed from the park upon written notice from the landlord.

5. SECTION 5 CHAPTER 118 of NRS is hereby amended by adding thereto the provisions set forth as section 5 of this act.

1. All children under eighteen (18) years of age living within a mobile home park in the State of Nevada, will comply with all State and Local ordinances.

6. SECTION 6. NRS 118.270 is hereby amended to read as follows:
The Landlord shall not:

1. Charge:

- (a) Any entrance or exit fee to a tenant assuming or leaving occupancy of a mobile home lot.
- (b) Any transfer or selling fee or commission as a condition to permitting a tenant to sell his mobile home within the mobile home park even if the mobile home is to remain within the park, unless the landlord has acted as the mobile home owner's agent in the sale pursuant to a written contract.
- (c) Any security or damage deposit the purpose of which is to avoid compliance with the provisions of subsection 5.

2. Increase rent or service fees unless:

- (a) The increase applies in a uniform manner to all tenants, except as provided in 2(c) below, or, it is a service fee, to a given circumstance; and
- (b) Written notice advising the tenant of the increase is sent to the tenant 60 days in advance of the first payment to be increased.
- (c) To provide that landlords may give rent reductions to senior citizens.

3. Deny any tenant the right to sell his mobile home within the park or require the tenant to remove the mobile home from the park solely on the basis of such sale, except as provided in NRS 118.280.

4. Prohibit any tenant desiring to sell his mobile home within the park from advertising the location of the mobile home and the name of the mobile home park or prohibit the tenant from displaying at least one sign advertising the sale of the mobile home.

5. Prohibit any meetings held in the park's community or recreation facility by the tenants or occupants of any mobile home in the park to discuss mobile home living and affairs, if such meetings are held at reasonable hours and when the facility is not otherwise in use.

6. Any landlord who violates any of the provisions of NRS 118.270, Paragraph 1, subparagraph (a) of this act is guilty of:

- (a) First offence -- misdemeanor;
- (b) Second offence -- ~~gross~~ misdemeanor; and,
- (c) Third offence -- a felony

7. SECTION 7. Chapter 118 of NRS is hereby amended by adding thereto the provisions set forth as follows:

To provide that no mobile home space shall be rented or leased to any person/s, to include mobile home dealers, not occupying such space within a period of sixty (60) days from rental date. Following said sixty (60) day period, persons holding spaces must release such space to a qualified tenant requesting same upon written request of the landlord.

1 8. SECTION 8. Chapter 118 of NRS is hereby amended by adding
2 thereto the provision set forth as follows:

3 Landlords must give tenant an itemized written accounting
4 of the disposition of his/her space-cleaning deposit.
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EXHIBIT 6

Bob

TENANT LANDLORD HEARING COMMITTEE

The City of San Jose has a Tenant Landlord Hearing Committee that hears all forms of grievances between owners and renters. The grievances include but are not limited to:

- Rent rates, raises, etc.
- Security deposits/cleaning deposits
- Facilities
 - Cleanliness
 - Repair
- Eviction
- Rent actions (strikes, etc.)

The Hearing Committee is composed of nine members. Four members are tenants. Four members are landlords. The remaining member is neither.

The Hearing Committee has a paid staff consisting of one secretary to process complaints and one field worker to interview complainants and the other party. The field worker prepares and presents a written report to the committee.

When a complaint is filed, it is investigated. If, after the investigation, the complaining party still wishes to have a hearing, one is scheduled.

The hearings procedure generally is:

- Presentation by the field worker who reads the complaint and then explains the investigation report
- Testimony by the complainant
- Rebuttal by the other party
- Questions by Committee members
- Recommendation formulation (usually a motion by a member)
- Board vote on a position
- Position communicated to both parties

If their recommendation is not satisfactory to either party, the courts are then available for resolution of the difficulty. When a small claims action is filed, the party prevailing in the Tenant Landlord Hearing generally communicates that to the small claims referee who weighs the finding as part and parcel of the evidence in the Small Claims Court action.

The results have been very satisfying. A large percentage of the complaints are resolved by the field worker. Many times the complainant just wishes to speak with someone about the problem. Also, many misunderstandings surrounding tenant landlord law can be cleared up in this manner. About 50% of the original complaints reach the Hearing Committee. Of the cases that come before the Hearing Committee, approximately 40% end up in small claims court. 80% resolution is an excellent record.

STATE OF NEVADA
LEGISLATIVE COUNSEL BUREAU

LEGISLATIVE BUILDING
CAPITOL COMPLEX
CARSON CITY, NEVADA 89710



LEGISLATIVE COMMISSION (702) 885-5627

DONALD R. MELLO, *Assemblyman, Chairman*
Arthur J. Palmer, *Director, Secretary*

INTERIM FINANCE COMMITTEE (702) 885-5640

FLOYD R. LAMB, *Senator, Chairman*
Ronald W. Sparks, *Senate Fiscal Analyst*
William A. Bible, *Assembly Fiscal Analyst*

ARTHUR J. PALMER, *Director*
(702) 885-5627

FRANK W. DAYKIN, *Legislative Counsel* (702) 885-5627
JOHN R. CROSSLEY, *Legislative Auditor* (702) 885-5620
ANDREW P. GROSE, *Research Director* (702) 885-5637

April 5, 1979

TO: Assemblyman Jack Jeffrey
FROM: Donald A. Rhodes, *Chief Deputy Research Director*
SUBJECT: San Jose Mobilehome Task Force

I communicated with Mr. John Milton [phone (408) 267-0368], chairman of the San Jose Mobilehome Task Force, and was sent the enclosed materials relating to the task force's operations.

According to the enclosures, the task force is required to:

1. Investigate the validity of various problems, inequities, and irregularities pertaining to Mobile Home living, and make recommendations regarding action and legislation to the San Jose City Council -- being guided by the California Civil Code, as pertains to Mobile-Homes;
2. Assess the needs of persons living in Mobile-Homes, with particular reference to problems between tenants and Park management, Mobile-Home Dealers, Mobile-Home Repair Services, Governmental regulations; Park Zoning; and the need or not, for rent stabilization in Mobile-Home Parks; and to make recommendations to the City Council on matters under the Council's jurisdiction;
3. Evaluate the need for a permanent Mobile-Home Commission;
4. Consider and advise the City Council on other matters, as directed by the City Council;
5. Hold meetings in public buildings, as well as Mobile-Home Parks within the City, to increase the ability of interested citizens to participate in the work of the Task Force;
6. Accept public input on any matters within the jurisdiction of the Task Force.

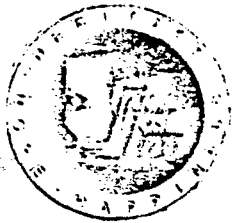
The task force was created on May 30, 1978, for a period of six months and its tenure was extended for three more months by the city council. One of the task force's recommendations is that a permanent mobilehome commission be established. A copy of the proposed ordinance is enclosed. As you can see, the proposal

EXHIBIT "I"

does not contain a rent setting provision.

I am also sending you a rent control ordinance passed recently by Los Angeles. This ordinance provides for its termination within a one year period. (See section 151.13 "Termination of effect.") As you may know, Los Angeles had a temporary rent freeze in effect. A copy of that moratorium ordinance is also enclosed.

DAR/llp
Enc.



CITY OF SAN JOSE, CALIFORNIA

801 NORTH FIRST STREET
SAN JOSE, CA 95110
(408) 277-4237

March 16, 1979

JANET GRAY HAYES
MAYOR

TO: MAYOR HAYES AND SAN JOSE CITY COUNCIL
FROM: JOHN MILTON, CHAIRMAN
SAN JOSE MOBILEHOME TASK FORCE

SAN JOSE TASK FORCE RECOMMENDATION RELATIVE TO PERMANENT MOBILEHOME COMMISSION

The San Jose Mobilehome Task Force has voted to recommend to the City Council that a permanent Mobilehome Commission be appointed to accept various complaints, requests and recommendations concerning mobilehome living within the City of San Jose. This Commission would be made up of non-paid volunteer citizens of San Jose and would become operative when the existing "Task Force" dissolves.

As a result of eight months of study and deliberation concerning mobilehome affairs, especially those affecting mobilehome owners living in parks, it is the consensus of the Task Force that mobilehome living is; indeed, unique as compared with apartment, condominium, duplex, tri-plex, or single-dwelling living and that the problems and conditions are quite dissimilar. It seems imperative that the various groups in the mobilehome industry have an impartial body to come to for some form of redress. It is felt that such a body could contribute to the actual working-out of some solutions to the many problems extant in San Jose.

The functions of this Commission would be to receive in writing: complaints and requests concerning mobilehome owners, mobilehome park owners, mobilehome dealers, repair and service companies; hand down considered judgements to the

appellants or suggest alternatives, as well as submitting recommendations, suggested action, and legislation concerning these matters to the City Council.

It is suggested that an Examiner of the Housing Service Center document all cases and refer them to the Commission for perusal and appropriate action.

We are attaching herewith a procedural document outlining the organization and scope of this Commission.

dm

CITY OF SAN JOSE
MOBILEHOME COMMISSION

I. PURPOSES

The purposes of the San Jose Mobilehome Commission are:

- A. To review problems and inquiries from Mobilehome Owners, Mobilehome Park Owners/Managers and businesses servicing the Mobilehome Industry.
- B. To recommend solutions and/or alternatives to problems presented to the Commission.
- C. To conduct studies and make recommendations to the City Council concerning on-going problems of significant effect including, but not limited to, the elderly and those on fixed incomes, excessive rent increase patterns, managerial practices, substandard maintenance (home-owners or park owner responsibility), failure to abide by published rules and regulations, etc.
- D. To review and comment on issues as referred to the Commission by the City Council.

II. ORGANIZATION

- A. Membership: The Mobilehome Commission shall consist of nine (9) persons, eight (8) of whom will be appointed by the San Jose City Council and the ninth member will be selected by majority vote of the eight appointed members.
 1. Four (4) members to be appointed by the San Jose City Council are to be mobilehome owners who are permanent residents of mobilehome parks located within the City of San Jose.
 2. Four (4) members to be appointed by the San Jose City Council are to be mobilehome park owners, mobilehome park managers, mobilehome dealers and/or mobilehome service personnel doing business within the City of San Jose.
 3. One (1) member to be selected by majority vote of the eight appointed members is to be a San Jose resident not associated with the mobilehome industry either as a mobilehome resident or in the business of owning, managing, supplying or servicing mobilehomes.
 4. All members will serve without compensation.
- B. Term of Office: The Mobilehome Commissioners shall serve a period of three (3) years--with the exception of the first term, when 1/3 of the Membership will be appointed for 1 year, 1/3 for 2 years, and 1/3 for 3 years. There shall be nothing to restrict any Commissioner from serving successive terms.

- C. Chairperson: The Mobilehome Commissioners shall elect one Commissioner to serve as Chairperson and one Commissioner to serve as Vice-Chairperson. The Chairperson and Vice-Chairperson shall be elected annually, with no restriction against successive terms.
- D. Vacancies: A "vacancy" shall be considered to exist whenever a member fails to attend three (3) consecutive meetings without a good cause entered in the Minutes of the Commission or whenever a member ceases to qualify for membership under the provisions of Paragraph II, Organization, A. Membership, Items 1 and 2. A vacancy shall be reported by the Chairperson in writing to the City Council, and to the Commissioner who is vacating his/her seat. A notice of resignation must be submitted in writing to the Chairperson, who in turn shall forward such information to the City Council. Any vacancy caused by any circumstance must be reported to the City Council in a timely fashion.
- E. Filling of Vacancies:
1. The San Jose City Council shall appoint members to fill the expired or unexpired terms of those Commissioners who were originally appointed by the Council.
 2. The City Council shall fill vacancies with persons from the same categories as those whose positions are vacant, i.e., a resident's expired or unexpired term shall be filled by another resident, etc.
 3. The Mobilehome Commission shall select by majority vote the member to fill the expired or unexpired term of the Commissioner originally selected by the Commission.

III. COMMISSION MEETINGS

A. Meetings:

1. All business shall be conducted at regular public meetings to be held at least once per month at a time and place to be determined by a majority of the Commission members.
2. Notices of all meetings are to be mailed at least five (5) working days in advance of the meeting time to all persons requesting such notices in writing.

- B. Quorum: A majority of the Commission members shall constitute a quorum. No official action shall be taken during any Commission meeting at which a quorum is not present. No act of the Commission shall be valid unless at

least a majority of those members constituting a quorum concur therein.

A "roll call" vote shall be taken at the request of any member in attendance.

C. Minutes: Official minutes recording motions entertained and actions taken at each meeting shall be regularly submitted to each Commission member, and to the San Jose City Council office.

D. Reports To City Council: Reports and recommendations will be made on a regular basis to the City Council.

IV. PROCEDURES

A. Any issues originating by telephone will be received by the Housing Service Center or similar agency. The parties will be advised by the Center to submit the issue in writing to the Commission on a form provided by the Commission. All issues, in order to be considered by the Commission, must be in writing, dated and signed by the party of interest and presented to the Commission.

B. The Commission, at its option, may process the issue as follows:

1. Refer the issue to an examiner of the Housing Service Center (or similar agency as determined by the San Jose City Council), who will investigate and document the facts of the situation and submit a written report to the Commission.

2. Agree to formally consider the issue at the Commissioners' next regular meeting.

C. Copies of each issue, with supporting documents (if any) will be sent to each Commissioner at least five (5) working days in advance of each regular meeting.

D. Issues will be considered by the Commission in the order of their written submission to the Commission.

E. All parties to the dispute will be allowed a representative of their choice at any hearing.

F. Recommendations by the Commission will be in writing and will be made available to all parties of interest within 30 calendar days after the Commission meeting.

San Jose City Council
Mobilehome Task Force
Rent Adjustment Survey

Date _____

GENERAL INFORMATION:

Park Name _____ Phone _____

Address _____

Owner:
Name _____ Phone _____

Address _____

Manager:
Name _____ Phone _____

Address _____

Park Information:

Date Opened _____ Current Spaces _____ Adult _____ Family _____

Home Size: #10' wide _____ #12' wide _____ #20' wide _____ #24' wide _____

#Triple wide tag-alongs _____ # other _____

Park Facilities (check) ☐ Clubhouse ☐ Billiard Room (# tables _____)

☐ Kitchen ☐ Card Room ☐ Assembly Hall ☐ Sauna ☐ Steamroom

☐ Exercise Room ☐ Swimming Pool ☐ Jacuzzi ☐ Tennis Court

☐ Horseshoe Pits ☐ Security Gate ☐ Shuffleboard Courts

☐ Putting Green ☐ R. V. Storage ☐ Other (list) _____

Policy Information:

1. Describe your policy regarding adjusting rents. What factors do you consider important? _____

2. Describe your policy regarding Proposition 13 savings. _____

3. Are rents based on (check) ☐ size of home, ☐ lot size
☐ other _____

4. Do base rents include (check) ☐ Gas ☐ Electricity
☐ In-Park Cable T.V.

5. List all in-park services for which you charge the park residents a separate fee (exclude services provided by outside sources, such as gas, electricity, Gill Cable T.V., etc.). _____

Park Name

**TRIPLE WIDE
TAG-ALONG**

REASON

10' WIDE

12' WIDE

20' WIDE

24' WIDE

(10' & 12' Wide)

[illegible]

Park Name

Information Provided by

GUESTS

Date _____

[illegible]

SECRET

EXHIBIT 1

Park Name

Verification of Rent Adjustment Survey

The following residents of the above Mobile Home Park have reviewed the information included on the attached rent Adjustment Survey and to the best of their knowledge, attest to its accuracy.

Date Reviewed

Name

Space Number

CommentsThis image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Name of Person who Contacted Park Resident

Date this Form Completed

Instructions For Completing Rent Adjustment Survey

Most information requested is self-explanatory. However, the following should help to answer some questions that may arise when you are filling out the form. If more space is needed, please attach a separate sheet. Fill in the date the form is completed at the top of the first page of the form. Indicate the name and telephone number of the person providing the information on the "Rent Adjustment History and the "Charges or Fees For In-Park Services" survey forms.

General Information:

- Include the owner's and manager's business addresses and phone numbers or the addresses and phone numbers where they can be reached during normal business hours. Indicate the name of the person to be contacted if the "Park-Owner" is shown as a company.

Park Information:

- Indicate here the number of each size of home in the park. The total number of homes should equal the number of spaces. In addition, the adult plus family spaces should equal the total number of spaces.

Policy Information:

- Answer these questions as completely as possible. Use extra sheets if the space provided is not sufficient.

Rent Adjustment History:

- Please refer to the attached example before completing this form.
- Start with the base rent in effect during the earliest period for which you have rental information. At minimum, please provide at least three years rental history.
- Calculate the percent increase/decrease in rents by dividing the amount of the rent increase/decrease by the previous base rent and multiply the result by 100. Round to the nearest tenth of a percent.
- If you have another basis for determining rents other than size of home, pencil out the size designation and write in a brief explanation of the method for determining rental amounts (i.e., club-house lot, etc.).
- Provide a brief explanation for the rent increase/decrease in the "Reason Column".
- Provide information on standard or average spaces only.

Charges or Fees For In-Park Services:

- Include here a history of your charges or fees for the in-park services which residents must purchase separately.
- Instructions for completing this portion of the survey are similar to those for completing the Rent Adjustment History.

Verification:

- Information provided by Park owners and/or managers will be subject to review and confirmation by a minimum of ten park residents.
- Indicate the name of the park on top of the form.
- After each resident has reviewed the information provided, note the date, the resident's name (printed legibly), space number and any comments. There is no need for the resident to sign the form.
- When the verification is complete, the name of the person who secured the verification from the residents should be noted. Also note the date the form is completed.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:
Section 1. The Los Angeles Municipal Code is hereby amended by adding Chapter XV thereto, said new Chapter to read:

Sec. 151.00. Title
This Chapter shall be known as the Rent Stabilization Ordinance of the City of Los Angeles.

This Chapter shall be known as the Rent Stabilization Ordinance of the City of Los Angeles.

There is a shortage of decent, safe and sanitary housing in the City of Los Angeles

At that time, the Council of the City of Los Angeles conducted hearings and caused studies to be made on the feasibility and desirability of various measures designed to address the problems created by the housing shortage.

This Ordinance has successfully reduced the rate of rent increases in the City, along with the concomitant hardships and displacements. However, a housing shortage still exists within the City of Los Angeles and total deregulation of rents at this time would immediately lead to undesired exorbitant rent increases, and recurrences of the social problems and hardships which existed prior to the adoption of the rent-control ordinance.

Sec. 151.02. Definitions.

as defined in this section. Words and phrases not defined herein shall be construed as

B. Average Per Unit Rehabilitation Cost: An amount determined by dividing the cost of the rehabilitation, less any offsetting insurance proceeds, by the total number of dwellings in a complex with respect to which the cost was incurred, irrespective of

D. Commission: The Rent Adjustment Commission of the City of Los Angeles.
E. Department: The Community Development Department of the City of Los Angeles.

G. Landlord: An owner, lessor, or sublessor, (including any person, firm, corporation, partnership, or other entity) who receives or is entitled to receive rent for the use of any rental unit, or the agent, representative or successor of any of the foregoing.

1. **Maximum Rent:** The highest legal monthly rate of rent which was in effect for the rental unit during any portion of the month of April, 1979. If a rental unit is not rented during said month, then it shall be the highest legal monthly rate of rent in effect during the month of April, 1979.

J. Rehabilitation Work: Any rehabilitation or repair work done on or in a rental unit or common areas of the housing complex containing the rental unit and which work was done in order to comply with an order issued by the Department of Building and

or the assignment of a lease for such a unit, including but not limited to monies demanded or paid for parking, furnishings, housing services of any kind, suggestion,

there is not a corresponding reduction in the amount of rent received. The Rent Adjustment Commission shall promulgate regulations as to what constitutes such "corresponding reduction".

1. Dwellings, one family.
2. Housing accommodations in hotels, motels, inns, tourist homes and boarding and rooming houses, provided that at such time as an accommodation has been occupied

4. Housing accommodations in any hospital, convent, monastery, extended medical care facility, asylum, non-profit home for the aged, fraternity or sorority house, or

3. Housing accommodations which a government unit, agency or authority owns, operates, or manages, or which are specifically exempted from municipal rent regulation by state or federal law or administrative regulation.

month was at least \$302 for a unit with no bedrooms; \$420 for a unit with one bedroom; \$558 for a unit with two bedrooms; \$754 for a unit with three bedrooms; and \$823 for a unit with four bedrooms or more. This exemption shall not apply to mobile homes.

A. Creation and Organization of the Rent Adjustment Commission.
There is hereby created and established a commission to be known as the "Rent Adjustment Commission of the City of Los Angeles". The Commission shall consist of seven members, comprised of individuals who are not in the real estate business.

All members of the Commission shall be entitled to vote. Five members shall constitute a quorum for purposes of conducting a meeting. The decisions of the Commission shall be determined by a majority vote of the members present. Every three

3. Responsibilities of the Commission.
The Commission shall be responsible for carrying out the provisions of this Chapter.

It may make such studies and investigations, conduct such hearings, and obtain such information as it deems necessary to promulgate, administer and enforce any

Sec. 151.04. Restriction on Rents.
No landlord shall demand, accept, or retain more than the maximum rent or the maximum adjusted rent permitted pursuant to this Chapter or to regulations or

A. On and after July 1, 1979, no landlord shall demand or accept rent for a rental unit without first procuring and displaying a written registration statement from the Department or its designee and paying thereon a three dollar per rental unit registration fee. By July 1, 1979, a copy of the registration statement shall be displayed by the

Sec. 151.04. Automatic Adjustments to Maximum Rent.
The maximum rent for a rental unit may be increased without permission of the

On or after the operative date of this Chapter, but prior to any increase pursuant to Subsections C or D of this Section, a landlord may increase the maximum rent by an amount not to exceed 19%. Thereafter, the rent may be adjusted automatically only

On or after the operative date of this Chapter, but prior to any increase pursuant to Subsections C or D of this Section, a landlord may increase the maximum rent by 2%

Chapter:

1. If the rental unit was vacated voluntarily or as a result of an eviction or termination of tenancy based on one or more of the grounds described in Section 151.09A1-7 in

2. If the rental unit is vacated as the result of an eviction or termination of tenancy based on one or more of the grounds described in Section 151.09A8 or 10, then the maximum rent or maximum adjusted rent shall not be increased pursuant to this subsec-

4. The vacation of a rental unit by a tenant as a result of a landlord giving notice of

D. For a rental unit which at any time on or after the operative date of this Chapter

The maximum rent may be increased in an amount not to exceed 7%. If a rent increase has been imposed pursuant to Subsection A, B, or C of this section, then no rent increase may be imposed pursuant to this subsection.

1. The Department, in accordance with such guidelines as the Commission may establish, shall have the authority to grant adjustments in the rent for a rental unit or units located in the same housing complex upon receipt of an application for adjustment.

8. That on or after April 1, 1978 the landlord has completed a capital improvement with respect to a rental unit and has not increased the rent to reflect the cost of such improvement. If the Department so finds, the landlord shall be entitled to a monthly rent increase of 1/60 of the average per unit capital improvement cost.

* That the rental unit or units were purchased utilizing an escrow entered into between January 1, 1973, and October 1, 1973; the landlord has not been able to increase

a. Applications. An application for a rent adjustment under this subsection shall be filed with the Department upon a form and with the number of copies prescribed by the Department and shall include among other things the addresses and unit numbers

The applicant shall produce at the request of the Department such records, receipts

5. Notice. Upon receipt of an adjustment application, the Department shall notify

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1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

on the amount of the requested rent increase, the landlord's justification for the request, a tenant's right to submit written objections to the adjustment request within 10 days of the date of mailing such notice, and of the address to which the objections may be mailed or delivered.

2. The Department shall, within 30 days of the receipt of a completed application, make a determination on the application for rent adjustment. The determination shall be either to approve or to disapprove the requested rent adjustment. If the adjustment is approved, then it must be for the amount requested. Copies of the findings and determination of the Department shall be mailed by the Department to the applicant and all affected tenants.

3. Requests for hearing.
a. The determination of the Department shall be final unless a request for hearing is filed by or on behalf of the applicant or an affected tenant, and such request is received by the Department within 10 days of the mailing of the findings and determination. A request for hearing shall be in writing and filed in the Office of the Department upon a form and with the number of copies required by the Department. Each request for hearing shall be accompanied by a filing fee in the amount of \$20.00.

b. A request for hearing shall set forth specifically wherein the requesting party believes there was error or abuse of discretion by the Department in ruling on the application for a rent increase. The filing of a request for hearing by a tenant or tenants will not stay the effect of the determination of the Department. Provided, however, that any rent increase collected by the landlord pursuant to the Department's determination but not approved by the hearing officer shall be forthwith refunded to the landlord or tenants from whom such rent increases were collected, or offset by the tenant against the next legally due rental payment.

c. If a request for hearing is received by the Department within the 10 day period, then the requested hearing shall be held within 30 days of the receipt of the request by a hearing officer designated by the Department. Notice of the time, date and place of the hearing shall be mailed by the Department to the applicant and tenants of the subject rental units at least 10 days prior to the hearing date.

d. The hearing shall be conducted by a hearing officer designated by the Department. At the time of the hearing the landlord and/or any affected tenant may offer such documents, testimony, written declarations or evidence as may be pertinent to the proceedings.

e. In making a determination on an application for rent increase, the designated hearing officer shall make a written determination upholding, reversing or modifying the determination of the Department. If the determination is to reverse or modify the determination of the Department, the hearing officer shall specifically set forth the reasons for such reversal or modification.

f. Time Limit. A final decision shall be made by the hearing officer within 75 days of the termination of the time for filing of a request for hearing. The Department shall mail copies of the findings and determination of the hearing officer to the applicant and all affected tenants.

3. Authority of the Commission and Hearing Officers.

a. A designated hearing officer shall have the authority, in accordance with such guidelines as the Commission may establish, to grant increases in the rent for a rental unit, or for two or more rental units located in the same housing complex, upon receipt of an application for adjustment filed by the landlord and after notice and hearing. If the hearing officer finds that such increases are in accordance with the purposes of this Chapter and that the maximum rent or maximum adjusted rent otherwise permitted pursuant to this Chapter does not constitute a just and reasonable return on the rental unit or units, the following are factors, among other relevant factors as the Commission may determine, which may be considered in determining whether a rental unit violates a just and reasonable return:

- property taxes;
- reasonable operating and maintenance expenses;
- the extent of capital improvements made to the building in which the rental unit is located as distinguished from ordinary repair, replacement and maintenance;
- living space, and the level of housing services;
- substantial deterioration of the rental units other than as a result of ordinary wear and tear; and
- failure to perform ordinary repair, replacement and maintenance.

2. Anti-Speculation Provision. If the only justification offered for the requested rent increase on the landlord's application is an assertion that the maximum rents or maximum adjusted rents permitted pursuant to this Chapter do not allow the landlord a return sufficient to pay both the operating expenses and debt service on the rental unit or units or on the housing complex containing the rental unit or units, a rent adjustment will not be permitted pursuant to this subsection to a landlord who acquired an interest in the rental unit or units after October 1, 1978.

3. Procedure.
a. An application for rent adjustment shall be submitted on a form and with the number of copies prescribed by the Department and shall include among other things the addresses and unit numbers of the unit or units for which an adjustment is requested. Such application may include all rental units in a housing complex for which a rent increase is requested. Each application shall be accompanied by a \$20.00 filing fee. An applicant shall produce at the request of the Department or hearing officer to whom the matter is assigned such records, receipts or reports as the Department or hearing officer may deem necessary to make a determination on the adjustment request. Failure to produce such requested items shall be sufficient basis for the Department or hearing officer to terminate the rent adjustment proceeding. All applications for rent adjustment, together with all oral and written evidence presented in support thereof, shall be under oath or penalty.

b. Upon receipt of a completed application, the application shall be referred by the Department to a hearing officer for processing and determination. The Department shall notify by mail the tenant or tenants of the subject unit or units of the receipt of such application, the amount of the requested rent increase, the landlord's justification for the request, and the place, date and time of the hearing on the adjustment request. The hearing shall be set no less than 10 days nor more than 45 days after the date of mailing such notice.

c. The hearing shall be conducted by a hearing officer designated by the Department. At the time of the hearing the landlord and/or any affected tenant may offer such documents, testimony, written declarations or evidence as may be pertinent to the proceedings.

d. A determination with written findings in support thereof shall be made by the assigned hearing officer within 75 days from the date of the filing of the application. A rent adjustment may be granted for less than, but for no more than the amount requested.

e. Copies of the findings and determination of the hearing officer shall be mailed by the Department to the applicant and all affected tenants. The determination shall become final 10 days from the date of mailing unless an appeal is filed with the Commission within such period.

4. Appeal.
a. Time and Manner: An appeal to the Commission from the determination of a hearing officer may be filed by the applicant or any affected tenant pursuant to this subsection within 10 days after the mailing of such determination. Such appeal shall be in writing and shall be filed in the office of the Department upon a form and with the number of copies required by the Commission. Each appeal shall be accompanied by a \$20.00 filing fee. An appeal shall set forth specifically wherein the appellant believes there was an error or abuse of discretion by the hearing officer. The filing of an appeal will not stay the effect of the hearing officer's determination. Provided, however, that any rent increases collected by the landlord pursuant to the hearing officer's determination but not approved on appeal shall be forthwith refunded to the landlord or tenants from whom such rent increases were collected or offset against the next legally due rental payment.

b. Record on Appeal: Upon receipt of an appeal, the entire administrative record of the matter, including the appeal, shall be filed with the Commission. At any time prior to action on the appeal, the hearing officer may submit to the Commission written comments pertaining to the appeal.

c. Hearing Date and Notice: Upon receipt of the appeal, the Commission shall cause the matter to be set for hearing before three or more Commissioners acting as an appeals board and notice shall be given by mail of the date, time, place and purpose thereof to the applicant and all affected tenants. Such notice shall be in writing and mailed at least 10 days prior to said hearing. The appeals board shall make its determination within 10 days after the expiration of the appeal period or within such extended period of time as may be mutually agreed upon by the appellant and the designated appeals board.

d. Determination: If the appeals board fails to act within the time limits specified in this section, the determination of the hearing officer shall become final. The decision upon appeal shall be concurred in by a majority of the appeals board. The appeals board may affirm, modify or reverse the determination of the hearing officer. It may modify or reverse such determination only upon making written findings setting forth specifically wherein the action of the hearing officer was in error or constituted an abuse of discretion and supporting its own determination. A copy of the findings and

determination shall be mailed to the applicant and to affected tenants.

Sec. 131.08. Authority of Commission to Regulate by Class.

A. In addition to the authority contained in Section 131.07, the Rent Adjustment Commission may make such adjustments, either upward or downward, in the maximum rent or maximum adjusted rent for any class of rental units as it determines are equitable to carry out the purposes of this Chapter. For the purposes of this section, the phrase "class of rental units" may include all rental units of a certain type, or all rental units of a certain size, or all rental units of a certain location, or all rental units of a certain age, or all rental units of a certain construction, or all rental units of a certain geographic area.

B. The Commission shall promulgate regulations on what constitutes corroborating reductions in rents in those instances where there is a reduction of housing services or where rental unit regularly experiences seasonal fluctuations in rents.

C. For the purpose of adjusting rents under the provisions of this section, the Commission may promulgate by regulation a schedule of standards for permissible rent increases, or required decreases, related to the improvement, reduction or deterioration in housing services or facilities, or to increases or decreases in operating expenses and taxes.

Sec. 131.09. Evictions.

A. A landlord may bring an action to recover possession of a rental unit only upon one of the following grounds:

1. The tenant has failed to pay the rent to which the landlord is entitled.

2. The tenant has violated an obligation or covenant of the tenancy, other than the obligation to surrender possession upon proper notice, and has failed to cure such violation after having received written notice thereof from the landlord.

3. The tenant is committing or permitting to exist a nuisance in or is causing damage to, the rental unit or to the appurtenances thereof, or to the common areas of the complex containing the rental unit, or is creating an unreasonable interference with the quiet enjoyment, use, or occupancy of any of the other residents of the same or an adjacent building.

4. The tenant is using or permitting a rental unit to be used for any illegal purpose.

5. The tenant, who had a written lease or rental agreement which terminated on or before the effective date of this law, has refused, after written request or demand by the landlord, to execute a written extension or renewal thereof for a further term of like duration with similar provisions and in such terms as are not inconsistent with or violative of any provision of this Chapter.

6. The tenant has refused the landlord reasonable access to the unit for the purpose of making repairs or improvements, or for the purpose of inspection as permitted by the lease or by law, or for the purpose of showing the rental unit to prospective purchaser or mortgagee.

7. The tenant is in possession of the rental unit at the end of a lease term is a tenant not approved by the landlord.

8. The landlord seeks in good faith to recover possession of the rental unit for and occupancy by the landlord or the landlord's spouse, children, parents, grandparents, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

9. The landlord seeks in good faith to recover possession so as to demolish or convert the rental unit for the purpose of recovering possession of the rental unit from rental housing. If the landlord seeks to recover possession of the rental unit for the purpose of converting the unit into a condominium, cooperative, or community apartment, the landlord must have complied with the notice requirements of Government Code Section 44427.1.

10. The landlord seeks in good faith to recover possession in order to permanently remove the rental unit from rental housing use.

B. If the dominant intent of the landlord in seeking to recover possession of a rental unit is retaliation against the tenant for exercising his or her rights under this Chapter, and the tenant is not in default as to the payment of rent, the landlord may not recover possession of a rental unit in any action or proceeding or cause the tenant to quit involuntarily.

C. Before a landlord can use tenant violation of a covenant or obligation of tenancy as grounds for eviction, the landlord must have provided the tenant with a written statement of the respective covenants and obligations of both the landlord and tenant prior to such alleged violation, and such statement must have set forth the particular covenant or obligation subsequently alleged to have been violated.

D. In any action by a landlord to recover possession of a rental unit, the tenant may raise as an affirmative defense any of the grounds set forth in Subsections A, B, and C of this section.

Sec. 131.10. Remedies.

A. Any person who demands, accepts or retains any payment of rent in excess of the maximum rent or maximum adjusted rent in violation of the provisions of this Chapter, or any regulations or orders promulgated hereunder, shall be liable in civil action to the person from whom such payment is demanded, accepted or retained for damages of three times the amount by which the payment or payment demanded, accepted or retained exceeds the maximum rent or maximum adjusted rent which could be lawfully demanded, accepted or retained together with reasonable attorneys' fees and costs as determined by the court.

B. No person shall constitute a misdemeanor or infraction for a landlord to violate provisions of this Chapter or any regulations or orders adopted pursuant to this Chapter.

Sec. 131.11. Refusal of a Tenant to Pay.

A. A tenant may refuse to pay any rent in excess of the maximum rent or maximum adjusted rent permitted pursuant to this Chapter or regulations or orders adopted hereunder. If the tenant refuses to pay the maximum rent or maximum adjusted rent shall be a defense in any action brought to recover possession of a rental unit or to collect the illegal rent.

B. A tenant may withhold the payment of any rent otherwise lawfully due and owing until March 1, 1979 until such time as the landlord has complied with Section 131 of this Chapter.

Sec. 131.12. Operative Date.

This Chapter shall become operative on May 1, 1979.

Sec. 131.13. Termination of Effect.

The provisions of this Chapter shall cease to be in effect after April 30, 1980; provided, however, that the provisions of this Chapter shall be considered as still remaining in full force and effect thereafter for the purpose of maintaining or defending a judicial proceeding with respect to any right or liability that may have arisen under the provisions of this Chapter during its operative period.

Sec. 131.14. Filing of Applications for Rent Adjustments, Requests for Hearing, Appeals.

A. Filing Date. An application for rent adjustment, request for hearing, or appeal shall be considered as filed on the date it has been completed in accordance with applicable rules and regulations, and received by the Department together with the required filing fee. If at any time during the processing of an application it is determined that an application has been improperly prepared, or required pertinent information has not been submitted in accordance with the previously established rules and regulations, upon notification to the applicant by the appropriate officer, employee the time limits specified within this Chapter shall be suspended until such time as the application has been rectified or the omitted information furnished in a proper manner.

B. Place of Filing. Whenever the provisions of this Chapter provide that applications or requests for hearing or appeals be filed in the office of the Department, such applications or requests for hearing or appeals may be filed in any of the offices of the Department.

Sec. 2. Severability.

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

Sec. 3. City Clerk. The City Clerk shall certify to the passage of this ordinance and cause it to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was introduced at the meeting of the Council of the City of Los Angeles of March 8, 1979, and was passed at its meeting of March 15, 1979.

REX E. LEYTON
City Clerk

by Edward W. Ashdown, Deputy

TOM BRADLEY
Mayor

Approved March 15, 1979.

File No. 78-3231 Orig. A

(JR88900) Mar 21

GOVERNING S.J. MOBILE-HOME TASK FORCE

Based upon the S. J. City Council vote at the May 30th, 1978 meeting to appoint a "Task Force" to study and make recommendations concerning the unique problems relating to Mobile-Home living the following operational procedures, provisions, and authority shall govern its tenure:

SECTION I

The San Jose Mobile-Home Task Force has been established by a majority vote of the S. J. City Council May 30, 1978.

SECTION II

The Mobile-Home Task Force shall observe the following provisions:

2.01 Purpose. The Task Force shall perform the following duties:

- a. Investigate the validity of various problems, inequities, and irregularities pertaining to Mobile Home living, and make recommendations regarding action and legislation to the San Jose City Council -- being guided by the Calif-Civil Code, as pertains to Mobile-Homes;
- b. Assess the needs of persons living in Mobile-Homes, with particular reference to problems between tenants and Park management, Mobile-Home Dealers, Mobile-Home Repair Services, Governmental regulations; Park Zoning; and the need, or not, for rent stabilization in Mobile-Home Parks; and to make recommendations to the City Council on matters under the Council's jurisdiction;
- c. Evaluate the need for a permanent Mobile-Home Commission;
- d. Consider and advise the City Council on other matters, as directed by the City Council;
- e. Hold meetings in public buildings, as well as Mobile-Home Parks within the City, to increase the ability of interested citizens to participate in the work of the Task Force;
- f. Accept public input on any matters within the jurisdiction of the Task Force;

✓ 2.02 Membership. The Task Force shall consist of fifteen (15) persons, appointed by the San Jose City Council. Supervisor Don Cortese shall sit in as County Liaison.

- ✓ a. Each Member of the Task Force shall be permitted to name a "proxy" member, who will serve as an official voting Member of the Task Force and/or Sub-Committee member in the absence of the City Council-appointed Member.

2.03 Term of Office. The Task Force shall serve until February 24, 1979 (a period of six (6) months, and is renewable at the discretion of the City Council).

2.04 Officers. The Task Force shall elect a Chairperson and a Vice-Chairperson within the first three meetings.

2.05 Meetings. All business shall be conducted at regular public meetings held at least once a month, the time and place for which shall be determined by a majority of the Members (and specified in meeting notices to be delivered twenty-four (24) hours before each meeting to anyone requesting such notice in writing).

2.06 Quorum. A majority of the voting members of this Task Force shall constitute a quorum. No official action shall be taken during any Task Force meeting at which a quorum is not present. No act of this Task Force shall be valid unless at least a majority of those voting members constituting a quorum concur therein. Any act of this Task Force shall be accomplished by a roll call vote, when such a vote is requested by any Member in attendance.

✓ 2.07 Minutes. Official minutes recording the motion entertained and actions taken at each meeting shall be regularly submitted to each Member and the City Council Office.

2.08 Final Report. A final Report, containing the findings and recommendations of this Task Force shall be submitted before February 24, 1979 to the City Council.

2.09 City Staff. The City Council shall provide staff support for the Task Force, including secretarial assistance, office copying machines, use of telephones, postage, stationery, envelopes, etc., committee room accommodations, etc., as well as legal and other Staff in-put and assistance as required.

2.10 Reporting of Vacancies. A vacancy shall be considered to exist whenever a Member fails to attend three (3) consecutive regular meetings without a good cause entered on the Minutes of the Committee; such vacancy shall be reported by the Chairperson in writing to the City Council, as well as the Member who is vacating his/her seat; any notice of resignation shall be submitted in writing to the Chairperson, who in turn shall forward such information to the City Council. Any vacancy caused by any circumstances shall be reported to the City Council.

✓ 2.11 Filling of Vacancies. All vacancies shall be filled by persons appointed by the City Council to serve for the remainder of the expired term. The Task Force Committee's recommendations concerning successors may be submitted to the City Council.

Mobile home tenants lose rent fight

By JOHN ZAPPE

A Washoe District Court judge has refused to do what he says should be best left up to the will of the people.

In a five page decision issued Tuesday, Judge Peter Breen said the 100 tenants of a Verdi mobile home park should look to the state Legislature rather than the courts for relief from rent increases.

The tenants of the Glen Meadows Mobile Home Village sought and lost a bid to keep their landlord, surgeon Clyde Emery, from raising rents by \$40 a month, claiming the 240 percent jump in rent over a two year period for a single trailer space was excessive.

The essence of their claim was that such increases were presented on a take-it-or-leave-it basis, but because of the high cost of moving their trailers and the loss they would suffer by selling they had no choice but to take it.

"A move-in cost of \$4,000 to \$6,000, over half of which will be lost in the event of a move, definitely places these people in a poor bargaining position and makes them vulnerable to

a profiteering landlord," Breen said in his decision.

Nevertheless, the judge said the evidence presented the court during a two day hearing last week failed to convince him the \$40 increase was excessive in light of inflation and local market conditions.

He also pointed to evidence produced by Dr. Emery showing the park has suffered a financial loss of \$737,000 since it first opened in 1974 and said that from the standpoint of a financial investment he did not know whether the rent increase would be unconscionable.

"It is also arguable that this park is a tax shelter device for a very successful person in which the losses in the earlier years of operation were the very goal sought by the investor," Judge Breen said in the decision.

However, "If the investment is a loss," the decision asked, "how should the investor be regulated and what kind of control, if any should be exercised on an economic loss?"

"The questions are social and political and best answered by an expression of the will of the people.

"I agree with the plaintiffs (tenants) in that the mobile home trailers are in a unique position and that some regulation over the free enterprise system is in order for their protection," the judge said.

"However, I believe that the best instrument to effect that protection is the legislative process. We are dealing with the heart of the free enterprise system in this case and it is through legislative action, if any, that the will of the people can best be expressed," the decision said.

The decision appears to quash hopes of imposing rent controls through the judicial system and sends what has become a political hot potato back into the hands of elected lawmakers.

Although Judge Breen refused to issue a preliminary injunction and vacated a previous court order stopping the \$40-a-month rent hike, he left the door still partially open.

He gave them, and their attorney H. Dale Murphy, 15 days to amend their initial court filing and state more familiar and traditional grounds for court relief.

NSJ 4-11-79

Sir:

We will appreciate any thing
you can do to help us with
rent control & justification of
the outrageous increases in
space rent in Fairview Manor.

July 1, 1978 this park was
leased to Mr. Grimes. He
raised the supply price from
90 a month to 140 the electric
rides from 90 to 165. When
we met with him in a group
of 25 tenants to protest this
large raise he said he
was sorry, but he had to
keep making payments to
banks, he promised us when
asked, that he would not
raise our space rent again,
unless his taxes went up.

Some singles about 7 moved
out with their trailers before
the raise came into effect
on Sept 1, 1978

Feb, we were again given
another raise of 25% on

all space & electric
April 5th A 100% raise in 2 months

This is an old park, the problem
is bad especially in the summer
the wiring is bad, we have no
club house, no swimming pool, no

lighter.

Of here are a few here who
have their trailer paid for &
to them, its the principal.

For others like my self, my
husband is 71 & I am 63
with the high cost of living &
we still are paying on our
trailer, doesn't leave us much
for essential things of life, like
Dr. medicine, & food.

Couples who bought new trailers
before he bought, cant make
the high trailer payments &
space rent.

We know of course, he
will sell this for apt. or
shopping center & still make
a few million. This is community good.

In the meantime no one
will buy our trailers, the condition
of said park & the high space
rent, agents wont even show
our homes.

There were about 20 trailers
up for sale, at the first raise
probably more now with this
last raise.

He has us against the wall
We cant move we cant sell.

Some have already let their
trailers go back. But my husband
& I have put to much into ours
& we have to stay on.

Many of us, are afraid when
he takes sell this park, we
will have no place to go.

I can't see why we can't have
parks set up for us, but,
not too far out of town. The
City Council men always yelling
about sewer, water, & yet
your business restaurants, seem
to have no troubles.

It's a shame & a disgrace
for people like us, others,
who work in the clubs, can't
afford the high space rent: are
being bled from these leeches
if we & others could sell our
trucks, & get enough out of
them we'd leave Reno as fast
& never look back.

The 6th highest, cost of
living be a sin over the
nation, & the lowest pay. ^{for working}
We are not only fighting the ^{People}

City Councilmen, who some have
even the Mayor's other interests
Naturally they don't want rent
control, we are also fighting
the apt house owners & owners,
efforts flower in by ^{by} ^{by} ^{by}
home apt owners to tell us
it won't work.

Mr. Drumm, if you ever read
the Monopoly game, some
months ago, admits he bought.

up new homes, doesn't intend
to sell these; but rent them
out at a outrageous price.

Yes sitting on a cash money
here. No maintenance, no
improvements. Oh I mustn't
forget our streets were full of
pot holes he did induce a
scab crew put on a thin layer
of black top all the way
down the road, it was just
so the did the men
who put it on & they were
right.

Like one real estate dealer
told me when I asked him
if he would list my home.
He said, he would but
he doubt it it would sell, I
said, what will we do, he
said well I guess if the people
get desperate enough a real
estate agent will buy them up
& sell them at whole sale.

I'm not only physically well
& can't work but am emotionally
ill & so are others.

Some have even tried to sell
their homes at a lot of \$300
& more but they can't.

We are angry, hurt, & mad
& we need your help & help
from the State Legislature.

Sincerely yours Mrs. J. J. J. J.

March 30, 1979

Sirs:

The tenants of Fairview Mobile Manor space rent has gone from \$90.00 rent on singles to \$165.00 with last raise and from \$90.00 to \$180.00 for doubles in last 8 months.

See attached No. 1 and 2

We met with Mr. Grimm before first rent raise went into effect on September 1, 1978.

In the presence of 25 tenants he said he could not lower space rent because of his mortgage payments.

In the same group, he promised he would not raise rent unless his taxes went up. When some protested and said they would have to sell, he advised them his good friend, Coachman would sell their homes. We know about some of his deals, and with friends like that we don't need enemies.

Some tenants did take their single wides out. Coachman brought trailers into this park. We priced a 1968, single wide for \$14,000.00. If a person does move in, he is charged according to monthly space rent -- \$140.00 for ground space and \$140.00 for first months rent. A double wide \$155.00 for ground space and \$155.00 first months rent. Same goes for a trailer already in a space. A new lease that Mr. Grimm gives out I am sure is illegal. Cleaning fee \$82.50 for double wide and ~~this~~ is not refundable! Security deposit of \$82.50 is refundable if lot is left in good condition. (Have said lease attached.) If this is legal it should be changed! It stinks! This is a double wide written 5th of December 1978. Besides this lot was spotless and nice lawn which the former tenant put in as well as a patio.

See attached No. 3

There were 91 trailers all filled when Mr. Grimm took over. Now there are at least 20 for sale. Some are just taking what ever they can get out of their mobile home. It's heart breaking for older people who have trailers paid for and after high space rent, utility bills, doctor bills and medicine doesn't leave much for essential things of life, like food!

Couples who ^{bought} bought new trailers before Mr. Grimm took over ---are financially in trouble with high mobile home payments and this high increased space rent.

My husband is 71--I'm 63 so we are luckier than most and so far he can work part time. We are still making trailer payments, space rent, health insurance, car payment etc.!

I attended my first meeting at the City Council, we left with hope. The second meeting was so disgusting I lost all respect for City Council.

Workers are leaving Reno! Just look at the want ads, never have I seen so many ads for help in casinos, hotels, etc., as there are now. The tourists come in and drop their money up town. It's the workers who rent, by groceries, clothes, etc., but at their low wages they can't stay and don't. *etc.,*

Mr. Grimm said, only one thing I agree with, don't be mad at me, blame it on to the city fathers who allowed casinos to come in and not provide places to live, but then he wouldn't be here either. There are nice homes that have been built, but the people can't buy - mortgages are too high! So people like Mr. Grimm and others buy houses up and rent them for outrageous prices. More trailer courts should be set up and some have been - - these too are a rip off, buy a lot and a new trailer!

This sewer has been a problem for years, in the summer, pipes are old and rusty, and no water pressure. But when he claims his plumbing bill was \$100.00 a month, baloney, he has two old men on Social Security who get a discount on trailer space to repair the stopped up sewer and this is justification for \$25.00 raise we now have to pay starting April 1st -- NOW!

See attached No. 4

Working
~~Working~~ with the Mobile Home Association, I have talked to these people, my heart aches for them. In no way is it fair. The Mayor who is strongly against rent control, admitted he was against it on Face the State. When asked if he would stop his out side business, if he was reelected for Mayor, he said, "No, he liked to eat." So do we, we want to keep our trailers. Agents won't show homes here and haven't. The condition of park, high space rent, people don't want to look. When a couple had a chance to sell their home but because they had a boy of 16, Mr. Grimm refused to let them buy, *he considers any one under 21 a child*

Like one agent said, when I asked what can we do, the answer -- some times a realtor will buy up homes and sell them at whole sale prices.

We are bitter and hurt and desperate so whether or not we keep our trailer is up to you in the State Legislature.

See attached No. 5

Sincerely,

7427
Opal Anderson Phone: 826-~~2227~~
2885 Kietzke Lane Space 73
Reno, Nevada 89502

Attachment No. 1

FAIRVIEW MOBILE MANOR

2885 Kietzke Lane

Reno, NV 89502

July 27, 1978

Dear Tenant,

As most of you already know, Fairview Mobile Manor now has a new owner. In order to keep up with the new payments the space rents must be raised. As of September 1, 1978 your new rent will be \$140.00 per month for single wides and \$155.00 per month for double wides. I hope this meets with your approval, if not please give a 30 day notice if you intend to move.

Your rent is due on the 1st of the month. There will be a 10% late fee due on any rents collected after the 5th of the month.

All trailers must be skirted within 30 days, if not there will be a \$10.00 fine per month until trailer meets park regulations.

Each tenant is responsible for keeping his lot neat and clean. All trimmings and rubbish will be hauled away by the tenant.

WRG:bb

Sincerely

Ray Grimm

Ray Grimm

786 8969

EXHIBIT

1309

*Attachment
#2*

Fairview Mobile Manor
2885 Kietzke Lane
Reno, Nv. 89502
826-6066

Jan. 26, 1979

Attention:

Due to increased costs, space rents must be raised. Effective April 1, 1979 rents will be increased twenty five dollars (\$25.00) a month.

This increase will result in space rent of \$165.00 for singles and \$180.00 for doubles.

It has become necessary to raise the space rent this amount due to increased insurance, staff and maintenance costs.

Sincerely,

Fairview Mobile Manor

Attachment No. 3

FAIRVIEW MOBILE MANOR
2885 Kietzke Lane
Reno, Nv. 89502
826-6066
Office Hrs.-8:30-5:00 M-F

#26

LICENSEE(S)

Edsall, Glenn
NAME OF TENANT

LAST ADDRESS

1555 Glendale - Sparks
NAME OF TENANT

EMPLOYER

S.P.TCO. (Railroad) Sparks (Box 1055) 358-7396

LIST ALL OTHER PERMANENT OCCUPANTS OF TRAILER, IF ANY:

CAR LICENSE(S)

WDP282

STATE

Nv.

MAKE

Buick

YEAR

1975

W92525

Nv.

Lotus

1971

TRAILER:

LENGTH

43

WIDTH

24

MORTGAGE HOLDER

GECC

REFERENCES:

Rose Myers - 1544 "A" St. Sparks - 358-6290
(mother)

NAME AND ADDRESS OF NEXT OF KIN

see above

THIS AGREEMENT, entered into this

5th

day of

December, 1978

by

Juzette Cox for Ray Grimm
Glenn E. Edsall

herein referred to as Licensor, or his Agent and

, herein referred to as Licensee, shall constitute a binding contract, whereby Licensor, or his Agent, and the Licensee jointly and severally rents from the Licensor, SPACE NO. 26 of the trailer park operated by the Licensor at 2885 Kietzke Lane, Reno, Nevada. This contract is for the period of Jan 5, 1979 to Dec 31, 1979 payable in monthly installments of \$ 16.50 payable on the 1st day of each month in advance, beginning Jan 5, 1979. Said renting shall consist of the parking of the above trailer on said lot, the right to plug into facilities for utilities customarily furnished by the Licensor, and use of trailer park facilities and service rooms designated by the Licensor.

CLEANING FEE:

A fee of \$ 82.50 is to be paid by Licensee, in advance, upon the execution of this agreement. This is a non-refundable cleaning fee.

SECURITY DEPOSIT:

A security deposit of \$ 82.50 is to be paid by Licensee. This fee is refundable to the Licensee when lot is vacated and left in a satisfactory condition, upon approval of Licensor or Agent. Any unpaid rent, additional clean-up, repairs, damage to, or missing items of, or any other damage to the premises shall be charged to the security deposit. Any refund will be made within twenty-one (21) days of the date of vacating this lot, to the Licensee in person or mailed to forwarding address supplied by the Licensee.

TERMS: Occupancy shall be limited to those who are registered herein and consist of adults. Premises are to be used as a residence only. Licensee may not sublet premises or have any other person live on the premises without permission of the Licensors or Agent.

TERMS: No pets are allowed on the premises without prior written agreement by Licensors or Agent. Any pets that cause any problems or excessive complaints shall constitute cause for eviction.

NOTICE TO VACATE: A thirty (30) day written notice of intent shall be given by Licensee on date rent is due. If no thirty (30) day notice is given, or if Licensee leaves before fulfilling this agreement, the entire deposit shall be retained as liquidated damages.

BREACH: If agreement is breached in any way, including not residing for agreed to minimum length of time, the security deposit will be forfeited. Failure to perform any of the conditions of this agreement shall be sufficient cause for eviction from said premises. Licensee agrees to pay all costs of such action, including such reasonable attorney fees as may be fixed by the court, in addition to forfeiture of all deposits.

PAYMENT OF RENT: All rent must be paid on or before the 1st day of each month. Rent shall be paid to the Licensors or Agent at 2885 Kietzke, Reno, Nv. Should any occupancy be allowed for any time less than the full rental period, then the Licensee hereby agrees to pay at the rate of not less than \$ 5.50 per day. Monies paid will be first applied to any outstanding deposit or late fee owing.

LATE PAYMENT: In the event rent is not paid in full within five (5) days after due date, Licensee agrees to pay a late charge of 10% of the total amount owing. (including space rent and electricity charges.) Licensee further agrees to pay a charge of 10% of total fees owing for any dishonored bank checks.

INDEMNIFICATION CLAUSE: Licensors or Agent shall not be liable for any damage or injury to Licensee, or any other person, or to any property, occurring on the premises or any part thereof, or in common areas thereof, and Licensee agrees to hold Licensors or Agent harmless from any claims for damages no matter how caused.

MAINTENANCE: The Licensee shall at all times maintain the premises in good, sanitary and clean condition. Licensee is responsible for the care of the lawn, trees, and shrubbery thereon. If lawn, trees and shrubbery are not taken care of, Licensee will be charged for work done by park personnel. At the termination of this agreement, tenant shall leave said premises in as good order and condition as they are or were at the commencement of Licensee's use, ordinary wear and tear excepted. Licensee further agrees that if repairs are made necessary by act or neglect of Licensee or his guests or members of his family, the said repairs may be made by Fairview Mobile Manor and the expense thereof shall be paid by Licensee to Licensors on demand.

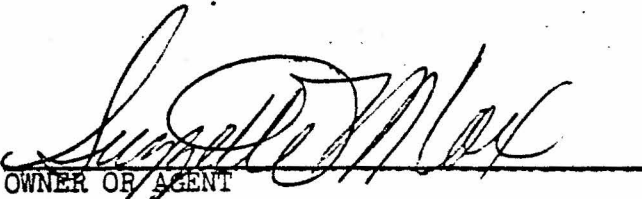
SKIRTING: Trailer must be skirted within thirty (30) days of the date of this agreement. A charge of \$ 10.00 per month will be assessed after this time. Trailers are to be equipped with wheels and tires and current license plates as provided by the state law.

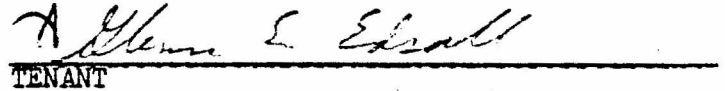
VEHICLES: Automobiles shall be parked only in the designated places. Parking of more than two vehicles for each space is prohibited. Speed limit within the park is eight (8) miles per hour. This speed limit will be enforced.

UTILITIES: Licensee is responsible for gas and electric utilities. Fairview reads the electric meters on the twenty sixth of each month and the amount of the electric charges are added to Licensee's rent each month.

It is understood that this is the full agreement between the parties, and there are no oral understandings.

If any provision of this agreement is illegal or void under the law of the State of Nevada then all the remaining provisions shall continue to remain in full force and effect.


OWNER OR AGENT


TENANT

TENANT

Attachment No. 4

Fairview Mobile Manor
2885 Kietzke Lane
Reno, Nv. 89502

9-15-78

826-6066

Dear Tenants,

We are having considerable trouble with the clogging of the sewer system for the park. This clogging is due to excessive amounts of paper and debris being flushed down the toilets. Repairs to the system are very expensive and cause inconvenience to each tenant in the park, as often the water supply must be shut off.

We ask that each tenant take responsible action in this matter and refrain from flushing tampex, paper towels, and extraneous materials down the toilet.

Should we continue to have problems with this, we will be forced to assess everyone in the park for this unnecessary expense as these repairs are costing over \$100.00 per month.

Also, we have been notified by Coachman In Park Sales that they will move your mobile home anywhere in the Reno-Sparks area free of charge. Please contact them if you have need of this service.

Coachman In Park Sales
2775 Kietzke Lane
331-3336

Sincerely,

Ray Grimm

Ray Grimm

Attachment No. 5



LARRY R. HICKS
District Attorney

Washoe County Courthouse
South Virginia and Court Streets
P.O. Box 11130 • Reno, Nevada 89520

August 31, 1978

W. Ray Grimm, Partner and Licensee
T. J. Day, Partner
Fairview Mobile Manor
3070 Rustic Manor
Reno, Nevada 89502

CERTIFIED MAIL

Re: Complaint filed by Jayne E. Jennings against Fairview
Mobile Manor and Coachman In-Park Sales

Dear Mr. Grimm:

Please find enclosed a copy of the complaint filed against your mobile home park by Ms. Jennings. The complainant alleges that (1) your park is attempting to force her to sell her mobile home through Bill Kerns and Coachman In-Park Sales, and (2) if Dales Mobile Home Sales attempts to sell her mobile home in your park, a payment to the park is required.

By this letter, this office wishes to admonish you of Nevada law pertaining to the sale of mobile homes in mobile home parks.

Nevada Revised Statutes (NRS) 118.270(3) prohibits the landlord from denying: "any tenant the right to sell his mobile home within the park or require the tenant to remove the mobile home from the park solely on the basis of such sale ..."

NRS 118.270(1)(a) prohibits the charging of: "any entrance or exit fee."

And NRS 118.270(1)(b) prohibits the landlord from charging: "any transfer or selling fee or commission . . ."

Further be advised, this is our second letter of admonishment to you concerning tenants' allegations of violations of

EXHIBIT K

1315

W. Ray Grimm, Partner and Licensee
T. J. Day, Partner
August 31, 1978
Page Two

Chapter 118. NRS 118.340 provides criminal penalties for a violation of any provisions of this Chapter.

Also, find enclosed a copy of my letter to Ms. Jennings advising her to report any future interference with the sale of her mobile home. Such activity will result in a review of the allegations and consideration of the filing of a criminal complaint against the offending party.

Sincerely,

LARRY R. HICKS
District Attorney

By 
BRUCE R. BARTLETT
Consumer Protection Division

BRB/st

Enclosure

cc: J. Jennings

Bill Kerns
Coachman In-Park Trailer Sales
1820 Glendale Avenue
Sparks, Nevada 89431

THIS AGREEMENT, entered into this 5th day of December, 1978 by
Juzette Cox for Ray Grimes herein referred to as Licensor, or his Agent and
Glenn E. Edsall, herein referred to as Licensee, shall constitute
a binding contract, whereby Licensor, or his Agent, and the Licensee jointly and
severally rents from the Licensor, SPACE NO. 26 of the trailer park operated by
the Licensor at 2885 Kietzke Lane, Reno, Nevada. This contract is for the period of
Jan 5, 1979 to Dec 31, 1979 payable in monthly installments of \$ 16.50,
payable on the 1st day of each month in advance, beginning Jan 5, 1979.
Said renting shall consist of the parking of the above trailer on said lot, the right
to plug into facilities for utilities customarily furnished by the Licensor, and use of
trailer park facilities and service rooms designated by the Licensor.

8250
CLEANING FEE: A fee of \$ 165.00 is to be paid by Licensee, in advance, upon the
execution of this agreement. This is a non-refundable cleaning fee.

8250
SECURITY DEPOSIT: A security deposit of \$ 165.00 is to be paid by Licensee. This fee
is refundable to the Licensee when lot is vacated and left in a satisfactory condition,
upon approval of Licensor or Agent. Any unpaid rent, additional clean-up, repairs,
damage to, or missing items of, or any other damage to the premises shall be charged to
the security deposit. Any refund will be made within twenty-one (21) days of the date
of vacating this lot, to the Licensee in person or mailed to forwarding address sup-
plied by the Licensee.

70708 11/22/07
Dennis Tree 88512

Mr. Beddome
Nevada Legislature
Carson City
Nev.

Dear Mr. Jeffery:

Mr. Beddome and I wish
to thank you very much for your
efforts at the hearing you gave
to the Shoshone Home Dev'ts along
with Butte and Butte House.
We sincerely trust that your
assembly can come up with some
thing reasonable before meeting up.
We have lived in the Reno area
White Park less than 3 years and
have had 4 increases in rent in
that period the last one 3 months
ago for \$2500 for that money that
expended approximately 4000 on state
money. This increase alone is about
approximately 7500 annually.
Two years ago we were told it
was under 5000. Call was

Worse than - about a Month
ago. The Cable gave out (ruptured)
and since the Power Company is
not allowed in the Park. It
took Two full days to trace
the trouble and replace the
Cable. In the Meantime we were
without Light and heat.

The Gurneys are Californians
and have local Managers. An
Incidentally when we came here there
was a Manager and wife, Asst
Mgr and wife and a Maintenance
Man - Now only a Manager
and wife.

This Park is about Seven years
old and has no landscaping.
We must do something soon
be done to keep things from
getting worse.

Thanking you sincerely
Mr and Mrs Robert G. Gurney

Moratorium Ordinance

ORDINANCE NO. _____

An ordinance rolling back rents and temporarily prohibiting rental increases.

WHEREAS, in recent years that has been increasing concern on the part of public officials and residents of the City of Los Angeles regarding the existence of a housing shortage and exorbitant rent increases in residential rental housing in this City; and

WHEREAS, hearings conducted by the Council last year established that there is a growing shortage of decent, safe and sanitary housing units resulting in a critically low vacancy rate and rising exorbitant rents exploiting this shortage; that this condition is having a detrimental effect on the lives of a substantial number of the Los Angeles residents who reside in rental housing and is endangering the health and welfare of such residents, especially creating hardships on senior citizens, persons on fixed incomes, and persons of low income; and

WHEREAS, the passage of Proposition 13, the property tax reform measure on the June 6, 1978 ballot, has meant substantial property tax decreases to most landlords in the City and the Council is now considering a measure to require landlords to pass on a portion of these tax savings to their tenants in the form of reduced rents; and

WHEREAS, the California Supreme Court is now

1 considering the constitutionality of Proposition 13 and
2 the outcome of this litigation will be of substantial
3 importance in determining the reasonableness and feasibility
4 of such an ordinance, and therefore final Council action
5 on such a proposal should await that Court's decision; and

6 WHEREAS, the Council is now considering the
7 feasibility and desirability of other measures designed
8 to address the problems created by the housing shortage; and

9 WHEREAS, since the passage of Proposition 13,
10 there have been rapid and exorbitant rent increases through
11 out the City which increases have led to rent strikes, and
12 may lead to the displacement of large numbers of residents
13 of this City; and

14 WHEREAS, the problem now requires immediate
15 action; NOW THEREFORE,

16
17 THE PEOPLE OF THE CITY OF LOS ANGELES

18 DO ORDAIN AS FOLLOWS:
19

20 Section 1. Purpose

21 Pending the outcome of certain State Supreme
22 Court litigation involving Proposition 13 and further study
23 of the development and adoption of measures to address
24 the problems created by the present housing shortage, it
25 is necessary to temporarily roll back rents and, on an
26 interim basis for a period of 6 months from the effective
27 date of this ordinance, to prohibit most rental increases
28 on rental residential units within the City of Los Angeles.

1 Sec. 2. Definitions

2 A. Housing Services: Services connected with the
3 use or occupancy of a rental unit including, but not limited
4 to, repairs, replacement, maintenance, painting, light, heat
5 water, elevator service, laundry facilities and privileges,
6 janitor service, refuse removal, furnishings, telephone,
7 parking, and any other benefits, privileges or facilities.

8 B. Landlord: An owner, lessor, sublessor,
9 including any person, firm, corporation, partnership, or
10 other entity, entitled to receive rent for the use of any
11 rental unit, or the agent, representative or successor of
12 any of the foregoing.

13 C. Moratorium Period: The period of time
14 beginning on the effective date of this ordinance and
15 continuing for six months, or until such time as the City
16 Council establishes a procedure for the adjustment and/or
17 regulation of rents, whichever occurs first.

18 D. Rent: The consideration, including any bonus,
19 benefits or gratuity demanded or received, for or in
20 connection with the use or occupancy of a rental unit or the
21 transfer of a lease for such a unit, including but not
22 limited to monies demanded or paid for parking, for fur-
23 nishings, for housing services of any kind, for subletting,
24 or for security deposits for damages and/or for cleaning.

25 E. Rental Units: All dwelling units in the City
26 of Los Angeles designed for rental use or actually rented
27 at any time on or after June 1, 1977, including single family
28 dwellings and mobile homes, together with the land and

1 buildings appurtenant thereto, and all services, privileges,
2 furnishings and facilities supplied in connection with the
3 use or occupancy thereof, including garage and parking
4 facilities. The term shall not include:

5 (1) housing accommodations in hotels, motels,
6 inns, tourist homes and rooming and boarding houses (which
7 are rented primarily to transient guests for a period of less
8 than fourteen (14) days);

9 (2) dwelling units in non-profit cooperatives
10 owned and controlled by a majority of the residents;

11 (3) housing accommodations in any hospital,
12 convent, monastery, extended medical care facility, asylum,
13 non-profit home for the aged, or in dormitories owned and
14 operated by an institution of higher education, a high school,
15 or an elementary school;

16 (4) dwelling units which a government unit, agency
17 or authority owns, operates, or manages or which are
18 specifically exempted from municipal rent regulation by
19 state or federal law or administrative regulation;

20 (5) dwelling units located in a structure
21 completed or newly constructed after the effective date
22 of this ordinance.

23 F. Tenant: A tenant, subtenant, lessee, sublessee
24 or any other person entitled to the use or occupancy of any
25 rental unit.

26 G. Average Per Unit Rehabilitation Cost: The cost
27 of rehabilitation to the building sufficient to bring the
28 building in compliance with the Building and Safety Code

1 divided by the number of rental rehabilitated units in the
2 building. The following formula illustrates this definition
3
$$\frac{\text{Rehabilitation costs of the building}}{\text{Number of units rehabilitated}} = \text{Average per unit rehabilitation}$$

4

5 H. Average Per Unit Capital Improvement Cost: Th
6 average per unit capital improvement cost shall be determine
7 by dividing the cost of a capital improvement by the number
8 of rental units in the building with respect to which the
9 capital improvement cost was incurred. A capital improvemen
10 cost shall be the cost for improvements to the building
11 (other than rehabilitation costs provided in Section 2B) in
12 which the rental unit is located, which improvements have a
13 useful life of five years or more; and which costs have
14 been paid or incurred by the landlord during the moratorium
15 period or any extension thereof, for the capital improvement
16 work done during the moratorium period or extension thereof.
17 This term shall not include expenditures for the purchase of
18 land, an existing building, or an interest in the building;
19 nor does it include expenditures necessary to keep or maintai
20 that level of housing services provided to the rental unit at
21 its applicable rollback date.
22

23 Sec. 3. Rental Increase Moratorium and Rollback
24 Provisions

25 A. Beginning on the effective date of this
26 ordinance and continuing for a period of six months or until
27 such time as Council establishes a procedure for the adjust-
28 ment and/or regulation of rents, whichever occurs first,

1 rents shall not be increased except as provided in Sub-
2 sections B(3), (5) and (6) below.

3 B. During the moratorium period, the maximum
4 rent for a rental unit in the City of Los Angeles shall be
5 the following:

6 (1) For a rental unit which was rented as of May 31, 1978,
7 and continued to be rented thereafter to one or more of
8 the same persons:

9 The rent shall not exceed that in effect on May
10 31, 1978. The level of housing services provided to the
11 rental unit on that date shall not be reduced during the
12 moratorium period.

13 (2) For a rental unit which was not rented as of May 31,
14 1978, but was subsequently rented and continued to be rented
15 to one or more of the same persons:

16 The rent shall not exceed that in effect on the
17 date the rental unit is re-rented after May 31, 1978 so long
18 as such unit continues to be rented to one or more of the same
19 persons. The level of housing services provided to the rental
20 unit on the re-rental date shall not be reduced during the
21 moratorium period.

22 (3) For a rental unit voluntarily vacated on or after June
23 1, 1978 and prior to the end of the moratorium period:

24 If the vacancy was voluntary (i.e. not the result
25 of an eviction, whether for just cause or otherwise, or of
26 landlord refusal to renew a periodic tenancy or lease agree-
27 ment), then the rent may be increased upon the re-rental of
28 the rental unit. So long as such unit continues to be rented

1 to one or more of the same persons, such rent shall not
2 exceed that in effect on the date the rental unit is re-
3 rented, nor shall the level of housing services provided on
4 that re-rental date be reduced during the moratorium period.

5 (4) For rental units vacated other than voluntarily after
6 May 31, 1978:

7 The rent for such rental unit shall not thereafter
8 exceed the rent in effect immediately prior to such involun-
9 tary vacation, unless the unit is subsequently voluntarily
10 vacated. The level of housing services provided prior to
11 such involuntary vacation shall not be reduced during the
12 moratorium period.

13 (5) For a rental unit which has been found by the City
14 Building and Safety Department to be in violation of the
15 then existing Building and Safety Code:

16 The rent shall not exceed that amount dictated by
17 the above subparagraphs (1) through (4), inclusively, plus
18 the average per unit rehabilitation cost amortized over not
19 less than a thirty-six (36) month period, which costs have
20 been incurred by the property owners during the moratorium
21 period for rehabilitation work done during the moratorium
22 period for the sole purpose of bringing the subject property
23 into compliance with the Building and Safety Code.

24 (6) For a rental unit with respect to which capital improve-
25 ment costs are incurred:

26 The rent shall not exceed the amount dictated by
27 the above subparagraphs (1) through (5), inclusively, plus
28 the average per unit capital improvement cost amortized over

1 a 60-month period.

2 C. Subparagraph (5) of paragraph B above shall
3 not be applicable to any property unless the owner of such
4 property has provided the Building and Safety Department
5 with written proof satisfactory to that department that the
6 rehabilitation work was completed during the moratorium
7 period.

8
9 Sec. 4. Violation of Ordinance

10 It shall be unlawful for any landlord to demand,
11 accept, receive or retain any payment of rent in excess of
12 the maximum lawful rents set forth in this ordinance. Any
13 person violating any of the provisions, or failing to comply
14 with any of the requirements, of this ordinance shall be
15 guilty of a misdemeanor. Any person convicted of a mis-
16 demeanor under the provisions of this ordinance shall be
17 punishable by a fine of not more than \$500.00 or by imprison-
18 ment in the County Jail for a period of not more than six
19 months, or by both. Each violation of any provision of this
20 ordinance, and each day during which any such violation is
21 committed, permitted or continued, shall constitute a sepa-
22 rate offense.

23
24 Sec. 5. Refusal of a Tenant to Pay a Rent Increase

25 A tenant may refuse to pay any increase in rent
26 which is in violation of this ordinance and such violation
27 shall be a defense in any action brought to recover pos-
28 session of a rental unit or to collect the illegally charged

1 rent increase.

2
3 Sec. 6. Severability

4 If any provision or clause of this ordinance or
5 the application thereof to any person or circumstance is
6 held to be unconstitutional or to be otherwise invalid by
7 any court of competent jurisdiction, such invalidity shall
8 not affect other ordinance provisions or clauses or appli-
9 cations thereof which can be implemented without the invalid
10 provision or clause or application, and to this end the
11 provisions and clauses of this ordinance are declared to
12 be severable.
13

14 Sec. 7. Landlord-Tenant Mediation Board

15 The Landlord-Tenant Mediation Board shall hear
16 and determine all complaints by tenants regarding illegally
17 charged rents under the provisions and clauses of sub-
18 paragraphs (5) and (6) of Subsection B of Section 3 of this
19 ordinance.
20

21

22

23

24

25

26

27

28

Sec. 8 The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was introduced at the meeting of the Council of the City of Los Angeles of AUGUST 23 1978, amended, and was passed at its meeting of

REX E. LAYTON, City Clerk,

By _____ Deputy

Approved _____

Mayor.

File No. _____

CLAUDIA MCGEE HENRY
Deputy City Attorney

File No. 78-3231

City Clerk Form 23