

Mobile Home Rent Stabilization Ordinance

CHAPTER 2 DEFINITIONS

Unless further defined in the Mobile Home Rent Stabilization Ordinance (the “Ordinance”) or elsewhere in the Regulations, the words or phrases below shall have the following meanings:

a. **Accord.** A written agreement between a Park Owner and the City of Mountain View, the form of which has been adopted by the City Council.

b. **Annual General Adjustment.** The Annual General Adjustment is the percentage by which the Rent for existing tenancies in covered Mobile Home Spaces and Mobile Homes may be increased each year, subject to the limitations of the Ordinance.

c. **Base Rent.** The Base Rent is the reference point from which the lawful Rent shall be determined and adjusted in accordance with the Ordinance.

(1) **Tenancies Commencing on or before March 16, 2021.** The Base Rent for tenancies that commenced on or before March 16, 2021 shall be the Rent in effect on March 16, 2021.

(2) **Tenancies Commencing After March 16, 2021.** The Base Rent for tenancies that commenced after March 16, 2021 shall be the initial rental rate charged upon initial occupancy, provided that amount is not in violation of this Article or any provision of State law. The term “initial rental rate” means only the amount of Rent actually demanded to be paid and paid by the Tenant for the initial term of the tenancy.

(a) **Rent Concession.** If a temporary rent concession is provided by the Park Owner or Mobile Home Landlord during the initial term of the tenancy, the “initial rental rate” shall be the average amount of Rent actually demanded to be paid and paid by the Mobile Home Owner or Mobile Home Tenant during the initial term of the tenancy. A “rent concession” includes, but is not limited to, any of the following:

1.) One (1) or more months' free Rent, except as specified in Subparagraph (ii) below; or

2.) A dollar or percentage amount reduction of the Rent provided over the course of the initial term of the tenancy.

(b) Exclusions. The following shall not be considered in the calculation of “Base Rent” for any Tenancy:

1.) First month’s free or discounted Rent, where the “first month” refers to the first full month following the start date of the Space Rental Agreement or the Mobile Home Rental Agreement. For instance, if the Space Rental Agreement or Mobile Home Rental Agreement begins on September 15, then the “first month” would refer to the period from October 1 to October 31; or

2.) The Mobile Home Owner’s or Mobile Home Tenant’s withholding of or failure to pay Rent in violation of the Rental Agreement, the Ordinance, or State law; or

3.) Any reduction in Rent imposed pursuant to the final decision of a Hearing Officer or the Rental Housing Committee in a petition for downward adjustment based on failure to maintain habitable premises or a decrease in housing services or maintenance, as outlined in Sections F and H of Chapter 7 of these Regulations, respectively.

(c) Initial Term of Tenancy. The “initial term of the tenancy” refers to either the initial term as agreed upon by the Park Owner or Mobile Home Landlord and Mobile Home Owner or Mobile Tenant in the Space Rental Agreement or Mobile Home Rental Agreement, or if the Space Rental Agreement or Mobile Home Rental Agreement is month to month or longer than twelve (12) months, the initial term shall mean twelve (12) months.

1.) Where the first month’s Rent is free, the “initial term of the tenancy” shall be reduced by one (1) month in calculating the Base Rent. For instance, if the Rent for the first month of a six (6) month Rental Agreement is free, then the “initial rental rate” shall be the average of the amount of Rent actually demanded to be paid and paid by the Mobile Home Owner or Mobile Home Tenant over the course of the subsequent five (5) months. Similarly, if the Rent for the first month of a twelve (12) month Rental Agreement is free, then the “initial rental rate” shall be the average of the amount of Rent actually demanded to be paid and paid by the Mobile Home Owner or Mobile Home Tenant over the course of the subsequent eleven (11) months.

(d) Examples. Below are a number of examples demonstrating the calculation of Base Rent.

1.) Example 1: If a Mobile Home Tenant agrees to pay One Thousand Dollars (\$1,000)/month for twelve (12) months for a Rental Unit and the Mobile Home Landlord provides a concession of first month’s Rent free, then the Base Rent for the Mobile Home shall be One Thousand Dollars (\$1,000) $((11 \times \$1,000)/11)$.

2.) Example 2: If a Mobile Home Tenant agrees to pay One Thousand Dollars (\$1,000)/month for twelve (12) months for a Mobile Home and the Mobile Home Landlord provides a concession of two (2) free months, then the Base Rent for the Mobile Home

shall be Nine Hundred Nine Dollars and Nine Cents (\$909.09) $((10 \times \$1,000)/11)$. In this example, the first free month would be excluded from the calculation, while the second free month would be included in the calculation.

3.) Example 3: If the Mobile Home Landlord provides a twenty-five percent (25%) discount over the course of the twelve (12) months, then the Base Rent for the Mobile Home shall be Seven Hundred Seventy Dollars and Eighty-Three Cents (\$770.83) $((1 \times \$1000 + (11 \times \$750))/12)$. In this example, the first month's reduction would be excluded from the calculation.

(e) **Notice of Rent Concession.** A Park Owner or Mobile Home Landlord who provides any form of concession, regardless of whether that concession is included or excluded from the calculation of Base Rent, must provide the Mobile Home Owner or Mobile Home Tenant with a Notice of Rent Concession at the time that the Parties enter into the Space Rental Agreement or Mobile Home Rental Agreement. The Notice of Rent Concession shall be in a form prescribed and provided by the Rental Housing Committee, and shall include, at least, the following information:

- 1.) The type of concession provided;
- 2.) The amount of concession provided; and
- 3.) The calculation of the Mobile Home Owner's or Mobile Home Tenant's Base Rent for the Mobile Home Space or Mobile Home, as calculated pursuant to these Regulations.

This requirement shall apply to Tenancies commencing on or after September 1, 2022.

- d. **Base Year.** The calendar year of 2021.
- e. **Committee.** The term "Committee" refers to the Mountain View Rental Housing Committee established by the Ordinance.
- f. **Communal Facilities.** Those services and facilities within the Mobile Home Park that Mobile Home residents are entitled to use, including, but not limited to, any private roads or rights-of-way, clubs or clubhouses, and each other common-area facility that is open or available to Mobile Home residents of the Mobile Home Park.
- g. **City Council.** The term "City Council" refers to the City Council of the City of Mountain View.
- h. **Disabled.** The term "Disabled" is defined in Government Code Section 12955.3.

i. **Hearing Officer.** An official appointed by the Committee to conduct an investigation or administrative hearing pursuant to the MHRSO or these Regulations.

j. **Housing Services.** Housing Services include, but are not limited to, repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, Utility Charges that are paid by the Landlord, refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants, and any other benefit, privilege, or facility connected with the use or occupancy of any Mobile Home or Mobile Home Space. Housing Services to a Mobile Home or Mobile Home Space shall include a proportionate part of access to and services provided by Communal Facilities.

k. **Individual Rent Adjustment.** An adjustment to the otherwise lawful Rent authorized by a Hearing Officer or the Committee pursuant to the MHRSO and these Regulations.

l. **Mobile Home.** The term “Mobile Home” has the same meaning and definition of “mobilehome” defined in California Civil Code Section 798.3, as it may be amended from time to time, or a successor code section.

m. **Mobile Home Landlord.** The person(s) or entity(ies) that lawfully own(s) a Mobile Home and rents the Mobile Home, including each manager, agent, and representative authorized to act on behalf of the owner or operator as well as the predecessor and any successor-in-interest to the landlord.

n. **Mobile Home Owner.** A person who owns a Mobile Home and is also renting a Mobile Home Space in a Mobile Home Park under a Space Rental Agreement with the Park Owner, which may include the use of services of the Mobile Home Park and other amenities.

o. **Mobile Home Park.** The term “Mobile Home Park” has the same meaning and definition of “mobilehome park” defined in California Civil Code Section 798.4, as it may be amended from time to time, or successor code section.

p. **Mobile Home Rental Agreement.** A lease or other oral or written agreement between the Mobile Home Landlord and Mobile Home Tenant establishing the terms and conditions of the Tenancy.

q. **Mobilehome Residency Law.** The term “Mobilehome Residency Law” refers to California Civil Code Sections 798 through 799.11, as may be amended from time to time, or successor code section.

r. **Mobile Home Space.** The lot or space of land in a Mobile Home Park where a Mobile Home is or may be located, as well as the right or license to access that space or lot and any other Communal Facilities in the Mobile Home Park.

s. **Mobile Home Tenant.** A tenant, subtenant, lessee, sublessee, or any other person entitled under the terms of a Mobile Home Rental Agreement or the MHRSO or these Regulations to the use or occupancy of any Mobile Home.

t. **Park Owner.** The person(s) or entity(ies) that lawfully own(s) and/or operate(s) a Mobile Home Park, including each manager, agent, and representative authorized to act on behalf of the owner or operator, as well as the predecessor and any successor-in-interest to the owner.

u. **Petition.** A petition for Individual Rent Adjustment pursuant to the Ordinance.

v. **Primary Residence.** The occupant's usual place of abode. To classify a Mobile Home as an occupant's Primary Residence does not require that the occupant be physically present in the Mobile Home at all times or continuously, but does require that the Mobile Home be the occupant's usual place of abode. Factors that are indicative of Primary Residence include, but are not limited to:

(1) The occupant carries on basic living activities at the Mobile Home for extended periods;

(2) The Mobile Home is listed with public agencies, including, but not limited to, Federal, State, and local taxing authorities, as the occupant's primary residence;

(3) Utility Charges and other charges and fees associated with usage of the Mobile Home are billed to and paid by the occupant at the Mobile Home;

(4) The occupant does not file for a homeowner's tax exemption for any different property;

(5) The occupant is not registered to vote at any other location; and

(6) Ownership is held in the name of the occupant claiming Primary Residence and not held by a Limited Liability Corporation or other corporate or business entity structure.

w. **Recognized Resident Organization.** Any group of Residents, whether Mobile Home Owners and/or Mobile Home Tenants, residing in a Mobile Home Park or Parks operated by the same management company, agent, Park Owner, or Mobile Home Landlord who choose to be so designated. This shall also include any other at-large organization that represents the interest of Mobile Home Owners and/or Mobile Home Tenants.

x. **Relocation Assistance.** Financial assistance in the amounts set forth in Mountain View City Code, Article XIII, Section 36.38.15, including, without limitation, Subsection 36.38.15(d) regarding "special-circumstances" households as defined in Mountain View City Code, Article XIII, Section 36.38.05(g).

y. **Rent.** All periodic payments and all nonmonetary consideration, including, but not limited to, the fair-market value of goods, labor performed, or services rendered to or for the benefit of a Park Owner for the use or occupancy of a Mobile Home Space or to a Mobile Home Landlord for the use or occupancy of a Mobile Home, access to and from a Mobile Home Space, and any Communal Facilities and Housing Services. Rent includes all payment and consideration demanded or paid for parking, pets, furniture, and/or subletting.

Rent excludes:

(1) Any incidental reasonable charges for services actually rendered in accordance with California Civil Code Sections 798.31 and 798.32 as they may be amended from time to time, or successor code sections; and

(2) Any separately billed utility fees and charges, which shall not be deemed to be Rent charged for a Mobile Home Space in accordance with California Civil Code Section 798.41 as it may be amended from time to time, or successor code sections. However, utility fees and charges shall be considered Rent charged for tenancy of Mobile Homes; and

(3) Any fee, assessment, or charge paid pursuant to California Civil Code Section 798.9(a), including any actual fee or cost imposed by a local government pursuant to California Civil Code Section 798.37 as it may be amended from time to time, or successor code sections.

z. **Rent Refund.** The term “Rent Refund” refers to a payment or credit provided to a Mobile Home Owner or Mobile Home Tenant by a Park Owner or Mobile Home Landlord where the Park Owner or Mobile Home Landlord charged Rent for the covered Mobile Home Space or Mobile Home above what was permitted by the MHRSO.

aa. **Rent Rollback.** The term “Rent Rollback” refers to the act of lowering the effective Rent for a covered Mobile Home Space or Mobile Home to the Base Rent.

bb. **Rental Housing Fee.** The fee described in Section 46.9(C) of the Mobile Home Rent Stabilization Ordinance.

cc. **Space Rental Agreement.** A lease or other oral or written agreement between the Mobile Home Park Owner and Mobile Home Owner establishing the terms and conditions of the Mobile Home Space Tenancy.

dd. **Tenancy.** The legal relationships created by a Space Rental Agreement with a Park Owner for use or occupancy of a Mobile Home Space or the legal relationship created by a Mobile Home Rental Agreement with a Mobile Home Landlord for the use and occupancy of a Mobile Home in a Mobile Home Park.

ee. **Utility Charges.** Any charges for gas, electricity, water, garbage, sewer, telephone, cable, internet, or other service relating to the use and occupancy of a Mobile Home.

ff. **Written Notice to Cease.** A written notice provided by a Mobile Home Landlord that gives a Mobile Home Tenant an opportunity to cure an alleged violation or problem prior to service of a notice to terminate tenancy. Any Written Notice to Cease must:

(1) Provide the Mobile Home Tenant a reasonable period to cure the alleged violation or problem;

(2) Inform the Mobile Home Tenant that failure to cure may result in the initiation of eviction proceedings;

(3) Inform the Mobile Home Tenant of the right to request a reasonable accommodation;

(4) Inform the Mobile Home Tenant of the contact number for the Committee; and

(5) Include sufficient details about the conduct underlying the Written Notice to Cease that allow a reasonable person to comply.