

MOBILE HOME RENT STABILIZATION ORDINANCE (MHRSO) RENT STABILIZATION AND EVICTION PROTECTIONS INFORMATION SHEET

This Notice is for informational purposes and must be presented to each existing tenancy on or before January 1, 2022 and to each new tenancy commencing after October 28, 2021 on or before the start date of the tenancy. For more information contact the City of Mountain View's Rent Stabilization Division at (650) 903-6136 or mvrent@mountainview.gov or visit Mountainview.gov/mobilehomes.

How does the Mobile Home Rent Stabilization Ordinance affect this unit?

The MHRSO protects mobile home owners ("Owners") and mobile home tenants ("Tenants") from unreasonable rent increases, establishes eviction protections for Tenants and protects the rights of mobile home park owners ("Park Owners") and mobile home landlords ("Landlords") to receive a fair return on their property.

Notice of MHRSO Coverage: (Owner/Landlord must check box indicating coverage.)

- ☐ This mobile home space/mobile home is **covered** by the MHRSO (Rent stabilization and eviction protections apply.)
- ☐ This mobile home space/mobile home is **exempt** from coverage by the MHRSO for the following reason (Rent stabilization and eviction protections do not apply):

Applies to all Mobile Home Residents (Space and Unit Rent)

Rent Stabilization



- ✓ All rent increases during a tenancy are limited by law to a certain percent every year
- ✓ Only one increase can be given every 12 months
- ✓ Increases can only be given if the landlord is in compliance with the law
- ✓ Both tenants and landlords can request individual rent increase or decrease adjustments through a petition process
- ✓ Space rents have "vacancy control"
- ✓ Unit rents have "vacancy decontrol"

Applies to Mobile Home Tenants Only (Unit Rent)

(Space Rent falls under the jurisdiction of the State Mobile Home Residency Law)

Eviction Protections



- ✓ Tenants cannot be evicted without a lawful reason
- ✓ Tenants can only be evicted for the following 9 lawful reasons ("just causes")
 - Demolition
 - Necessary Repairs
 - Owner Move-in
 - Withdrawal from Market
 - Breach of Lease
 - Criminal Activity
 - Failure to Give Access
 - Failure to Pay Rent
 - Nuisance

Relocation Assistance



- ✓ Tenants may be eligible for relocation assistance if evicted for the following reasons
 - Demolition
 - Necessary Repairs
 - Owner Move-in
 - Withdrawal from Market
- ✓ Eligible tenants may receive money and other support when terminated

DISCLAIMER: Neither the Rental Housing Committee nor the City of Mountain View make any claims regarding the adequacy, validity, or legality of this document under State or Federal law. This document is not intended to provide legal advice. Please visit mountainview.gov/mobilehomes or call 650-903-6136 for further information.

Rent Increases

All rent increases during the tenancy are limited by law. The Park Owner/Landlord may increase the rent once every twelve (12) months and only if proper written notice of the increase is provided to the Owner/Tenant. The Rental Housing Committee determines each year's allowed rent increase (the "Annual General Adjustment" or "AGA"). A Park Owner/Landlord may implement the current year's AGA from September 1st of each year onward if in compliance with the law. Unimposed rent increases can also be "banked" by the Park Owner/Landlord, meaning the AGA can be used or combined in following years for a total percentage increase of no more than ten (10) percent.

If a Park Owner/Landlord collects more rent than allowed under the MHRSO, or gives an increase while out of compliance with the MHRSO, an Owner/Tenant may file a petition with the Rental Housing Committee ("RHC") to be reimbursed for any overcharges. Park Owners/Landlords may also request a rent increase above the allowed AGA through the petition process. Mobile Home Space Rents are subject to **vacancy control**, which under the MHRSO means space rent cannot be increased more than the AGA that is set annually by the RHC. However, there are a few exceptions to this rule. Mobile Home Unit Rents are subject to **vacancy decontrol**, meaning the initial rent can be set at any rate after the unit is lawfully vacated by its occupants.

If you cannot afford to make your rent payment, contact the Mountain View Rent Stabilization Division at (650) 903-6136 or mvrent@mountainview.gov for potential assistance referrals.

Base Rent

The MHRSO establishes a Base Rent for mobile home spaces and mobile home tenancies. No Park Owner or Landlord shall charge an amount that exceeds the sum of the Base Rent and any applicable AGAs from March 16, 2021 onwards pursuant to Section 46.5(c) of the MHRSO. The first time a Park Owner/Landlord may increase rent is September 1, 2022. If a rent increase took effect between March 16, 2021 and September 1, 2022, the Tenant is entitled to a rent roll back. "Initial rental rate" means the amount of rent actually paid by the Tenant for the initial term of the tenancy. For month-to-month leases and leases greater than twelve (12) month terms, the initial term means twelve (12) months. There are exceptions to Base Rent calculations when certain types of concessions are provided during the initial term of the tenancy.

<u>Tenancies Beginning on or before March 16, 2021</u>	<u>Tenancies Beginning after March 16, 2021</u>
If an Owner/Tenant moved into their space/unit on or before March 16, 2021, the amount of rent charged on March 16, 2021 is the Base Rent.	For tenancies beginning after March 16, 2021, the initial rent charged at the beginning of the tenancy is the Base Rent.

Notice of Eligibility for Rent Rollback

Mobile Home Park Owner/Landlord must complete this section, below.

☐ Your rent was not increased between March 16, 2021 and September 1, 2022. No rent rollback is due.

☐ Your rent was increased between March 16, 2021 and September 1, 2022. A rent roll back is due.

1. **Current Rent** \$ _____

2. **Base Rent** \$ _____

(Rent on March 16, 2021, OR
Initial Rent if Lease Began after March 16, 2021)

3. Difference between current and base rent \$ _____

4. Number of months of rent paid over base rent \$ _____

5. Total roll back refund due \$ _____

6. Form of payment of rollback refund (check/credit/etc.) _____

Notice of Initial Space Rent Upon Transfer of Mobile Homes after October 28, 2021

Park Owner must complete this section below.

For mobile home transfers after October 28, 2021, the initial space rent is set as follows:

1. **Prior Space Rent** (rent in effect when the prior tenancy ended) \$ _____
- Percent of Increase**
2. (from prior tenancy to current space rent on March 16, 2021 _____ %
or initial rent if lease started after March 16, 2021)
3. Allowed Initial Space Base Rent \$ _____

Concessions

Concessions are move-in specials, such as discounts or free months' rent, that are provided by Park Owners/Landlords to attract Owners/Tenants and ease the costs of moving. Concessions of the first month's free or discounted rent can be exempt from calculating Base Rent; but concessions beyond the first month are included in the calculation of Base Rent and cause it to be reduced. Base Rent levels are used to calculate allowed rent increases after the initial term of tenancy.

Notice of Move-In Rent Concessions: (Park Owner/Landlord must check box indicating concessions. If space or home has concessions, Park Owner/Landlord must complete page 4.)

☐

This space/unit **received concessions.**

☐

This space/unit **did not** receive concessions.

Eviction Protections

Tenants have eviction protections, meaning they **cannot be asked to move out** without a lawful reason (even at the end of the lease term). A Landlord may only evict a Tenant for just-cause. The **just causes for eviction** are listed in Section 46.8 of the MHRSO, reviewable on the Rent Stabilization Division website at Mountainview.gov/mobilehomes.

For most of the reasons that involve Tenant fault (other than not paying the rent), the Landlord must give the Tenant a **notice to cease (warning letter) and a reasonable amount of time to correct certain problems** before giving the Tenant a termination notice. For non-payment of rent, the Landlord must serve a Notice to Pay Rent or Quit (or termination notice) as required by State law. A Landlord must file a copy of notices to cease and termination notices with the Rental Housing Committee within three days of serving it on the Tenant.

There are also a few causes for eviction that are beyond a Tenant's control such as a Landlord choosing to remove the rental property from the rental market, to redevelop the property or to live in a unit on the property. A Tenant evicted for any of these reasons may be entitled to receive a **relocation benefits**, depending on the income level and any special circumstances of the household. The Landlord must follow certain procedures to evict a Tenant as further detailed in the Tenant Relocation Assistance Ordinance including providing proper written notice to the Tenant.

Owners who live in their mobile home receive eviction protections from the State of California's Mobilehome Residency Law (MRL). To learn more about eviction protections provided under the MRL, please visit mobilehomes.senate.ca.gov/publications.

Maintenance, Repairs and Housing Services

Generally, **maintenance and repairs are a Park owner or Landlord's responsibility**. A Park Owner or Landlord must maintain the mobile home park and/or rental units in a safe and habitable condition. Owners and Tenants are required to take care of their mobile home, and they may be responsible (liable) for the costs of repairs if they cause any damage beyond normal wear and tear. When there is a maintenance issue, residents should let the Park Owner/Landlord know immediately, particularly if it is an emergency. Additionally, residents should give **written notice to the Park Owner/Landlord** of the need for repair(s) and should **keep a copy of the notice**. If the necessary repairs are not completed within a reasonable period, the resident may file a **petition for rent decrease** with the RHC. A petition for rent decrease may also be filed if a Park Owner/Landlord reduces or removes certain **housing services** such as parking, storage, laundry areas or the right to have pets. State law requires that a Park Owner/Landlord give tenants at least 24-hours' written notice to enter their unit for necessary or agreed upon repairs unless there is an emergency.

Notice of Move-In Rent Concessions

Beginning September 1, 2022: Park Owners/Landlords offering move-in discounts by providing concessions must serve each resident with this completed notice at the start of the tenancy.

Initial Rental Agreement Start Date: _____ Term of Tenancy: _____

☐

First Month Concessions

☐

Additional Concessions

Type of Concession (Describe)	Amount of Concession	Months Applied

Base Rent Calculation after Concessions

1. Concessions received in the first full month of the initial term of the tenancy can be excluded from base rent calculations.
 - If the initial rental agreement is month to month, or longer than 12 months, the Base Rent is calculated over the first 12 months of the initial term of the tenancy.

Monthly Rent Amount in Initial Rental Agreement: _____

Base Rent Amount after Concessions (if applicable): _____

Examples of Base Rent Calculations after Concessions

Example 1: Monthly rent \$1,000; 12-month lease; Concession Received: First 1 month free.

The first month concession is excluded from the calculation

Tenant paid 11 months of \$1,000 = \$11,000; Base Rent is \$1,000 (\$11,000/11 months = \$1,000)

Example 2: Monthly rent \$1,000; 12-month lease; Concession Received: First 2 months free.

The first month concession is excluded from the calculation.

Tenant paid 10 months of \$1,000 = \$10,000; Base Rent is \$909.09 (\$10,000/11 months = \$909.09)

Example 3: Monthly Rent \$1,000; 18-month lease; Concession Received: First 3 months free.

The first month concession is excluded from the calculation. The Base Rent is calculated over the initial 12 months.

In the first 12 months the tenant paid 9 months of \$1,000 = \$9,000; Base Rent is \$818.18 (\$9,000/11 months = \$818.18)

Example 4: Monthly Rent \$1,000; 12-month lease; Concession Received: 1 month free in the third month of the lease.

Only the first month's concession is excluded from the calculation. In this case no concession was given in the first month of the initial tenancy, so no concessions can be exempted.

The tenant paid 11 months of \$1,000 = \$11,000; Base Rent is \$916.66 (\$11,000/12 = \$916.66)

Example 5: Monthly Rent \$1,000; 12-month lease; Concession Received: 25% off the first 3 months.

Only the first month's concession is excluded from the calculation.

The tenant paid 3 months of \$750 and 9 months of \$1,000 = \$11,250; Base Rent is \$958.33 (1x\$1,000, 2x\$750, 9x\$1,000=\$11,500/12 = \$958.33)

Example 6: Monthly Rent \$1,000; 12-month lease; Concession Received 25% off first 12 months.

Only the first month's concession is excluded from the calculation.

The tenant paid 12 months of \$750 = \$9,000; Base Rent is \$770.83 (1x\$1,000, 11x\$750 = \$9,250/12 = \$770.83)

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