



# PARKWATCH™ LEGAL DEVELOPMENTS NEWSLETTER

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## SAY GOOD-BYE TO RENT CONTROLS: *NO MORE COURTS, BOOKS OR TENANT'S DIRTY LOOKS*

By: Terry R. Dowdall, Esq.

### ■ Upshot

"Rent controls are here to stay," I began a recent talk.

Not exactly the way to endear oneself to an audience of beleaguered park owners. Yet, for business planning, the *Polyanna-ish* view that elimination of rent controls is a matter of time, money or a favorable election is not on the "radar." For practical purposes and setting expectations for tomorrow, rent controls ARE here to stay. And more rent control is on the way.

November brought big changes to Los Angeles County (two supervisorial positions in particular, for example), and now re-introduction of rent control is a matter-of-fact *certainty*.

### Remember When?

#### Westminster : Mobile Home Tenants to Continue Court Fight

May 04, 1985 | G.M. BUSH

Mobile home residents and their attorneys, unhappy with a recent appellate court decision that found the city's 1981 rent control ordinance unconstitutional, say they plan to pursue the case to the state Supreme Court, if necessary.

Richard Farnell, an attorney for the Los Alisos Mobile Home Owners' Assn., a tenants' group, said simply, "We don't like it." He called the decision by the 4th District Court of Appeal in San Bernardino "a stiff blow to the people in Westminster who have been relying on this badly needed ordinance for the last five years."

The decision, which will become effective May 30 if not challenged, reverses an earlier ruling in favor of the rent control ordinance. The ordinance was opposed in court by the Westminster Mobile Home Park Owners' Assn.

Last month, the council repealed the rent control ordinance, and that repeal has been challenged in Superior Court in a separate legal action. Last week a judge issued a temporary restraining order against retroactive provisions of the repeal.

Terry R. Dowdall, an attorney for the park owners' group, said the appellate court decision "vindicates the constitutional rights of the park owners." The decision also serves to invalidate the lower court's restraining order against the repeal, he said.

The electorate in our state will have forever "turned blue"<sup>1</sup> by 2025. There have been recent legislative and tenant-driven judicial attacks on long term rent control exempt leases too. Huntington Beach turned back a rent control threat this year, thanks to the herculean efforts of the MHET and many owners and organizations banding together to defend a park owner or two.

*Don't think it won't happen just because it hasn't happened yet.<sup>2</sup>*

San Juan Capistrano enforces mobilehome park rent controls in Orange County. But remember the threats in Dana Point? Anaheim? Villa Park? Westminster (we struck it down)? Stanton (we struck it down)? Laguna Beach (referendum)? Lake Forest? And close by areas just to the North in Los Angeles County such as Paramount? (*Referendum*). *The lesson?* Just one park owner may spark rent controls.<sup>3</sup>

Virtually no area is free of risk.<sup>4</sup>

<sup>1</sup> Due to the likely growth in the liberal vote (*not a reference to the popularity of the L.A. Dodgers*).

<sup>2</sup> "The Road and the Sky" ©1975, Jackson Browne/Swallow Turn Music/Night Kitchen Music/Open Window Music.

<sup>3</sup> Allan Wilk, a previous park owner and attorney, had this said about him. "Wilk has used scare tactics in other parts of the state to force tenants into paying higher rents. 'He is involved in litigation up and down the state,' said Scharf. According to the petition, rent will be raised 16 percent for about 128 residents who hold leases. For tenants who have not signed leases, the proposed Oct. 1 increase represents a 30 percent hike, which includes a disputed increase in last year's rents. The dispute between the tenants and the park owners heated up last year when 40 percent of the residents who refused to sign leases were given notice by Wilk that their rents would jump by 25 percent . . ." Santa Cruz Sentinel, Santa Cruz, California, August 25, 1982, page 4.

<sup>4</sup> Rent controls are as close as the next *faux pas* which sparks tenant outcries (such as rent adjustments grossly inconsistent with prevailing (continued...))

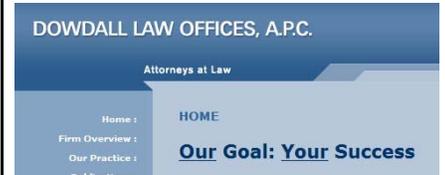
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“Victimhood” as a strategy: Inaction is a strategy. Being victimized, held ransom and forced to defend personally repugnant tactics of others is certainly a “strategy.” We can agree that complacency may be a *poor* strategy. But proactive planning is less expensive and far more certain. And it safeguards the individual owners from the explosive conduct of others in the industry.

## Remember When?

### Stanton Mobile Home Park Residents Seek Rent Control

January 14, 1994 | WILLSON CUMMER | SPECIAL TO THE TIMES

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STANTON — More than 100 angry residents of the city's mobile home parks attended the City Council meeting this week to demand rent control. Many said they are on fixed incomes and are in danger of losing their homes.

For park owners, uniquely, there are currently a few different ways in which to privately purge rent controls from your park. All without courts, litigation, experts and lawyers. One of them is discussed here. Other means and methods will be forthcoming for clients only in the following months. It is 2015. It is time to take stock of the changes which continue to occur in the socio-economic and demographic factors characterizing future change in California. The direct relation between current government policy implementation and the effect on the electorate are clear. Between 2015 and 2025, a major shift in blue-voting blocs will occur. Park owners must adopt policies to avoid needless

government regulation, starting with private alternatives to rent controls.

Every owner and fee management owes their investors and clients the fiduciary duty to manage the property—the asset. Becoming proactive and actively seeking the ways and means of preserving the asset, which includes insulating the park operation from binding rent controls is required. What is involved? In each methodology, investing in your own property is key.

The rental of mobilehomes is not the reason owners ventured into mobilehome park investment. To the contrary, many view it with some disdain. There are additional liabilities, risks of waste and damage, and other capital costs. *So, why consider it?*

I think there are two reasons, the first being the state of the economy. Secondly, government regulation makes it impossible to assist credit buyers. Sales of used manufactured housing have dried up because government has outlawed owner financing, which is often the only type of financing available for older homes. No one can afford loan processing with a mortgage loan originator.<sup>5</sup>

Park owners have a limited ability to deal with ever-increasing vacancies. A client told me yesterday that he had 41 vacancies; 30 or more is common these days.<sup>6</sup>

"Rent to own" contracts are also barred by law. The Dodd-Frank Act even prevents an owner from mentioning specific financing details and steering potential homeowners to lenders, so credit sales for used mobilehomes are over. The cash-rich buyers get a good deal, but the struggling income earners are shut out.

*But wait a minute!* The market for rentals is brisk and strong in some areas. For parks subsidizing the residents with under-market rent control, full market rates on residential rentals can be twice to three times regulated rents. For a community owner, renting homes may just be an answer to lack of financing for borrowers with low FICO scores.

With community-owned homes (typically via warehouseman lien sales, abandonments, or releases of title), even lease options with a diminishing payoff violate the SAFE Act.

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<sup>4</sup> (...continued)

market conditions). Then, the detractors will say, all of us are “hijacked” into a gut-wrenching financial fight to ward off rent controls, and *for what?* For sake of a selfish, impudent owner? But the industry and others will rally because they *must*: hence, advantage to the perceived aggressor who outmaneuvers all the other owners. She/He may say all the owners are behind market, fatuously naive and without business “savvy.” *Response:* such an owner does not care about the industry, or anyone. Some may assume the aggressor smiles at the strategy of making everyone else pay, and then expects to be friends like nothing happened.

The reality is that *right or wrong*, feasible alternatives for everyone else, *now*, should be studied and implemented. Because the owners may lose when confronted with an electorate out of control: *110 ordinances tell that story*. And the monies extracted from entrapped park owners are never reimbursed, win, lose or draw; they are left “holding the bag.” *Right or wrong*, this repeating scenario suggests that there are no positive public relations which could neutralize one bad event. *Why?* Because the public is predisposed to think the *worst* of landlords. The stink of unctuous disregard, like the bad apple in the barrel, will, it may be said, envelope all for the actions of one.

*The other side of the coin merits mention. Long term leasing.* Your tenants may fear similar big increases. But leasing *regulates* (fixes) the increases. Leasing exempts the owners too. It is only reasonable to assume that owners may wish to prepare for eventual rent control threats by aggressively pushing to market rents. But this has proven *not* to be the case. Increases under leases are often less than allowed. For such owners, the long term lease is *everyone's best friend; an agreement* to economic realities of leasing and doing business.

<sup>5</sup> According to MHI. news release, October 2, 2014, current laws “... are reducing the amount of credit available to consumers seeking to purchase affordable manufactured housing. The rules are serving to eliminate access to credit and denying many worthy low- and moderate-income families from the chance to purchase an affordable manufactured home.” *MLO = Mortgage Loan Originator*. The MLO must be attached to a CFL (California Finance Lender). None can cost-effectively handle smaller transactions. Cash buyers can do deals, but buyers with only a down payment cannot; they must continue to rent.

<sup>6</sup> Secure and Fair Enforcement for Mortgage Licensing Act of 2008, See 12 U.S.C. Sec. 5101-5116, Title V of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, 122 Stat. 2654, 12 U.S.C. 5101 et seq.) as amended by Title X of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) (Pub. L. No. 111-203, 124 Stat. 1376).

## It Was A Dark And Balmy Night: Historical Perspective on Rental Homes

A little historical perspective can be helpful to put our current lack of available financing into focus.

“ It is autumn 1987, a balmy night in the O.C. For a few years now, owners have been virtually pummeled with rent control drives and proposals. At a WMA Chapter Dinner. I am the featured speaker. I am speaking about rent controls. "I know the 'Ma and Pa' owners cannot afford the expense of attorneys and experts for rent applications;" I say, and then add, as an afterthought, " it's expensive, uncertain, destroys good will and resident relations." I take in the begrudging nods from the audience. Then I offer a blasphemous idea: "Renting should be considered; it is not regulated by mobilehome rent control ordinances.””

At that juncture in the '80s, fighting rent boards, commissions and hearing officers was constant. Initial base rent hearings, attacks to reduce existing rents, fair return hearings. In my opinion, the 'tea leaves' were clear: rent control was here to stay. My beloved judicial system would always disappoint due to events well before our time. Local politics would always favor the residents. My clients must subsidize under market rents so residents can inflate home values. We seemed doomed. Around the office, I was regularly humming *Jim Morrison and the Doors'* tune "This is the End."

Back at the dinner meeting:

“I see a few hands raised. "Renters are not part of our social clubs, no respect for property, what about damage to units, stolen appliances, and nuisances?" Plenty of doubt I think. I continue: "Start with one unit. Try it in a senior park. I hear the fears are overblown. And what is the alternative? Do nothing? Or pay lawyers to take another shot? Lawyers advising more litigation are like surgeons advising more surgery. Don't you think that advice is ever so slightly jaundiced?" ”

“I see friend and client, Bill \_\_\_\_\_ come in the room and sit down. A hardened veteran of the rent control wars in the Inland Empire (having been back and forth to a local commission several times in heated rent battles). He is listening intently. The crowd is restless, realizing that government's boot is on their necks. "Not fair!" "Unjust!" I had heard it dozens of times, across the state. ”

“"And after all I have done for those people, keeping rents low and reasonable:' I press on: "Think about this: if you control the pad, the unit can be rented at market price-same as a single family residence, like a cottage. Parking on site, no common walls, and a yard" I explain. "What does a two-bedroom apartment rent for? Twice, three times the \$300 space rent you receive?" My client is quietly and keenly listening. I can almost see the wheels turning. "You can fight city hall all day long, every day" I continue. "And God bless you for that! But a lasting solution is NOT in continual rent hearings, appeals and lawsuits. For the small owner, a business plan without lawyers is needed. ”

“"Come on" I exhort, "You are the smart ones: you risked everything, designed, built, manage, what other ideas do you have?" A voice in the back blares "throw the bums out, or close." I say again, "won't work, the residents have city hall tied up. And it takes a lot of money, and no guaranties. How about investing in your park? I know renting is something new but I suggest you take a look at that. Maybe just try it once and see how it goes." Finally at the end, Bill - the veteran of rent battles - has heard enough. He grins briefly as he waves and leaves. ”

Fast forward several years. I bump into Bill at an MCM program. He says he followed my advice. He moved into the park and began actively buying homes. He reports that 90 percent of his spaces were rented. His gross income trebled the *pro forma*. Let me repeat that: he was grossing three times the original estimated return under rent control. And he had no attorney bills. No rent control troubles. A garbage disposal to replace, a toilet gone bad, but no worse. The rents were at market, and fair. The families kept up the units. They had no common walls. They could park on site, walk their groceries into the home, and see their cars from the front window. Roses were seen in many front yards. The park was happy. All with no more lawsuits, rent hearings, attorney's fees. And all it took was some investment in his own property.

## The Demand for Rentals in the Current Market

Considering just supply and demand, there is need for rentals now. Park owners have supply. And report good success in renting, especially in "older persons" communities and where the housing stock is well- refurbished. One owner advised me: "I do not want repair calls. So I make sure the unit is very nice-better than the resident-owned homes. I get new fixtures, appliances, cabinets, and carpeting:' The payoff is the park

## Remember When?

Laguna Beach OKs Strict Mobile Home Rent Control : Ordinance: A split City Council limits annual increases to about 7%, rolls rates back to 1989 levels.

June 20, 1991 | FRANK MESSINA | SPECIAL TO THE TIMES

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LAGUNA BEACH — Ending nearly two years of emotional debate between mobile home park owners and their tenants, the City Council has approved a strict rent-control ordinance that limits rent increases and rolls rents back to 1989 levels.

After a public hearing attended by about 150 residents of the city's three mobile home parks, the council approved the rent-control measure on a 3-2 vote. Laguna Beach will be the first Orange County city to enact rent control since San Juan Capistrano passed its law in 1981.

"I've never had so much mail on one issue," said Councilman Robert F. Gentry, before voting to approve the law. "I've read some heart-rending and tragic stories. This ordinance strikes at the heart of what a community is all about—taking care of the health and welfare of its residents."

Tenants were pleased by the council's vote, but park owners promised that the dispute would continue.

"It's guaranteed we would take them to court," said Steve Esslinger, owner of Laguna Terrace Mobile Homes. "This is very frustrating. This will hit me hard because it comes out of my pocket."

## Remember When?

CALIFORNIA | LOCAL

### ANAHEIM : Council to Consider Special Election

November 27, 1990 | LISA MASCARO

The City Council will decide tonight whether to call a special election on a proposed mobile home rent-control ordinance and other issues. If council members approve a special election, they may also decide to include another 13 ballot measures that either failed on Nov. 6 or were left off the crowded ballot. Among those is a controversial measure to triple the salaries of City Council members and give the mayor a 50% pay raise.

has a waiting list for senior renters.

## **Trying to Keep a Park Solvent with Other Revenue Sources**

With careful planning, there is no park in the entire state of California in which rent regulations cannot be set aside and purged, in time, by careful planning based on law and sound business savvy. All without rent control applications, hearings, court proceedings, attorneys, bureaucracy and appeals. The "park rental" is one contender for this ultimate vindication of property rights. In this article, I will discuss various aspects and requirements for renting a mobilehome. In general, it is like renting a single family residence. You will not be providing mobilehome rental agreements, your usual rules and regulations, or the Mobilehome Residency Law (*Civil Code §§798, et seq.*). The Mobilehome Residency Law does not apply to park owned rentals. You will need to keep the mobilehome up to code and habitable.

## **What is a Park Owned Rental?**

The Community-owned mobilehome is rented to a tenant under a residential lease or month-to-month rental agreement, not a mobilehome tenancy rental agreement. Here are some of the features distinguishing a rental from a mobilehome tenancy: Park-owned rentals of mobilehomes (POH's) are no different than renting an apartment, house, condo or townhome, except with certain additional requirements implied by the rules and regulations or "house rules" - a term to distinguish your mobilehome rules and regulations.

Do not use the same mobilehome rental agreement used for a mobilehome tenancy where the tenant owns the mobilehome. There are no just cause eviction requirements applicable to the residential rental; the tenant can be evicted for nonpayment of rent after service of one three day notice; or for no reason at all on a thirty day notice (60 days after one year). Thus, the mobilehome rental agreement does not apply to the park-owned rental; Mobilehome Residency Law notices will not apply (no 7 day, 14 day, and 60 day notice). Many other rights for mobilehome residents do not apply (so long as the correct agreement is used). With modifications, a good apartment association agreement can be used.

## **Remember When?**

CALIFORNIA | LOCAL

### **VILLA PARK : Council Considers Mobile Home Controls**

July 27, 1995 | BILL BILLITER

In this city of million-dollar homes and acre-sized lots, the prospect of back-yard mobile homes is causing city government to wince. But state law clearly prohibits cities and counties from outlawing secondary residences--including mobile homes--at single-family residences, Assistant City Atty. Dan Slater told the City Council on Tuesday night. City Manager Fred Maley said the matter is definitely on the minds of some Villa Park homeowners.

## **Without Cause Terminations of Tenancy**

Termination from a park rental does not usually require a showing of cause. "Any or no" reason is permissible. A "bad" (unlawful, or against public policy) reason is not permissible. Further, good cause requirements continue in some general rent control jurisdictions such as Los Angeles. But the Mobilehome Residency Law does not apply.

## **Are Park Rentals a Different Business?**

Some say that park rentals will mean more work, incidence of default, more management effort. Unlike the mobilehome tenancy, the park rental is the owner's unit and hence the home must be maintained in habitable condition. As discussed below, there may be more wear and tear, more repairs. The park owners now assume the role of traditional "landlord" and must supply heat, working toilets, appliances, and garbage disposal. The default rate may be higher with more evictions, but the tradeoff is that the evictions are much simpler and faster than a mobilehome tenancy termination. In "all age" parks, there may be more management effort required because of behavioral problems; but reports are that this is not the case in an "older persons" community where the renters are 55 years of age or more.

## **Appearance and Wear and Tear**

The rentals should be the best looking homes in the park to avoid claims by residents that the management is dragging down resale values. Landscape care should be handled by the management unless there is a high confidence level the renter will take care of landscaping.

## **Cash Flow Comparisons**

Investment in the home can be expected to be offset and recovered by higher rent. How much rent? Higher than a similar apartment but less than a house. Management can compete in the open unregulated market-because management is not renting a mobilehome space, but "a cottage" with flowers, adjoining driveway, and no common walls. Insurance Issues The unoccupied home may not be insurable except under the commercial general liability policy for the park; the owner should inquire of the park's insurance agent as to the status of the home before it rents out. The owner can also require the renter to obtain a renter's policy but needs to be sure to require a certificate of insurance.

## **Changing Terms of Tenancy**

Changing terms of tenancy, such as rent increases, is far simpler. There are no meetings, a simple 30 day notice, no six month change for rules and regulations, no protections for the mobilehome tenant required to be provided.

## **Am I subleasing?**

Of course not. The distinctions between park rentals and subleasing by residents are many. Management is always on site to monitor the activities of the renter (a subtenant is not supervised by the mobilehome owner); management has no relationship with a subtenant- a stranger- thus rule enforcement is only against the tenant wherever he or she may be. Rules must be carefully checked to avoid recent implications of an unfortunate opinion of the Attorney General, which on close reading are no more than sophistry and hubris.

## **Minimum Requirements for the Park Rental**

The landlord is under an obligation to keep his rental units in a condition fit for human occupancy, except for those conditions caused by

his tenant's want of ordinary care (Civ. C. §§1929, 1941). First, the mobilehome needs to conform to building standards per existing law. Is the home labeled?

## **Label Verification**

California law prohibits the offering and or lease of a mobilehome on or after September 1, 1958, that does not bear an HCD insignia or HUD label. It is a misdemeanor to sell, rent, or lease such units without the required HCD (Department) insignia or label. All units manufactured on or after June 15, 1976, must bear a HUD label and comply with federal manufactured home construction and safety standards.

## **HCD Insignia**

The location, type, and color of Department insignia to be affixed on mobile homes have changed over the years. Department insignia will bear either the name of the State of California, Department of Industrial Safety, Division of Housing, or the State of California, Department of Housing and Community Development, depending on the date of issuance. The Department insignia is approximately 1-1/2 to 3 inches in height and 3 to 4 inches in length. It is either a metal plate affixed to the exterior siding by rivets, screws, or nails; or an aluminum foil material affixed by an adhesive. The colors used on insignias are black, green, red, blue or copper depending on the type of unit and when it was manufactured. Insignia should be located on the exterior wall near the main entrance door either at floor level or on the rear exterior wall at floor level.

The Mobilehome Must Have a "HUD label." What is that? The Certification Label (also known as a HUD tag) is a metal plate that is affixed to the outside of the manufactured home. The label shall be approximately 2 inches by 4 inches in size and shall be permanently attached to the manufactured home by means of four blind rivets, drive screws, or other means that render it difficult to remove without defacing it. It shall be etched on 0.32 inch thick aluminum plate. The label number shall be etched or stamped with a three letter designation which identifies the production inspection primary inspection agency and which the Secretary shall assign.

Each label shall be marked with a six digit number which the label supplier shall furnish. The labels shall be stamped with numbers sequentially. HUD does not reissue tags for manufactured homes. However, the Department can issue a letter of label (tag) verification for units for which it can locate the necessary historical information. The label numbers can be found on a data plate inside the home in one of three locations: (1) on or near the main electrical panel, (2) in a kitchen cabinet, or (3) in a bedroom closet. The data plate has a map of the United States to let the consumer know the wind zone, snow load, and roof load for which their home was built.

You may request letters of label verification from the Institute for Building Technology and Safety (IETS), by visiting IETS' website at <http://www.ibts.org/services/services-in-the-public-good/cert-label-verification.html>. You may also contact IETS' Label Department at (703) 481-2010 or via fax at: (703) 437-6894.

For further information HUD advises to contact: (202) 708-6423 or via email at [mhs@hud.gov](mailto:mhs@hud.gov). [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/housing/rmra/mhs/mhslabels](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/rmra/mhs/mhslabels) The mobilehome to be rented is to be registered with the Department of Housing and Community Development.

## **A Habitable, Not Sub-Standard Home**

The rental must be fit for human occupancy. A building fit for human occupancy must have at least the following characteristics (Civ. C. §1941.1)

1. Effective weatherproofing of roof, exterior walls, and unbroken windows
2. Plumbing up to code and in good condition
3. Water supply up to code providing hot and cold water
4. Heating facilities up to code and in good condition
5. Electrical lighting up to code and in good condition
6. Building, grounds clean and free of vermin at time of renting
7. Adequate receptacles for garbage
8. Clean and sanitary buildings, grounds and appurtenances (for example, a garden or a detached garage) which are free from debris, filth, rubbish, garbage, rodents and vermin.
9. Floors, stairways and railings in good repair
10. Install and maintain conforming locks (Civ. C §1941.3)
11. Landlord obligated to wire unit for at least one phone line (Civ. C §1941.4)
12. Some local jurisdictions have enacted ordinances requiring certain types of locks, exterior doors, "peep holes," smoke detectors, burglar bars, fire extinguishers, etc.
13. A working toilet, wash basin, and bathtub or shower; the toilet and bathtub or shower must be in a room which is ventilated and allows for privacy.
14. A kitchen with sink not made of an absorbent material such as wood
15. Natural lighting in every room through windows or skylights; windows in each room must be able to open at least halfway for ventilation, unless a fan provides mechanical ventilation
16. Safe fire or emergency exits leading to a street or hallway; stairs, hallways and exits must be kept litter-free; and, storage areas, garages and basements must be kept free of combustible materials. (*Health and Safety Code* sections 17900-17995.)
17. Operable deadbolt locks on the main entry doors of rental units, and operable locking or security devices on windows. (Civ. C. § 1941.3)
18. Working smoke detectors in all units of multi-unit buildings, such as duplexes and apartment complexes. Apartment complexes also must have smoke detectors in common stairwells (*Health and Safety Code* Section 13113.7.)

## **A Note About Habitability**

Habitability is an absolute responsibility. *No agreement can waive a habitability duty.*

*Can you agree that the tenant will cover certain responsibilities?* Such as making improvements, painting, adding appliances? Best practice is to covenant that the residents shall do nothing, alter nothing, make no modification, not remove, replace or change any item. They shall keep the home and premises clean and free of dust, plus other maintenance responsibilities. The landlord should set aside time, regularly, to enter the premises for periodic inspection.

*If you agree to have the tenant conduct repairs of the premises (mobilehome or the premises), will the tenant do a good job? Correctly? Or ignore it?* It is best practice for landlord to cover all maintenance responsibilities. The repairs will be performed correctly and without collateral damage, delay, or improperly. In addition to basic habitability issues, in a mobilehome park under local enforcement authority (or HCD), the rental unit must be in compliance with code. This includes compliance with regulations defining "substandard condition" (see Title 25, § 1606. Substandard Mobilehome unit).

The code specifies that any unit is substandard when certain conditions exist that endanger the "life, limb, health, property, safety, or welfare of the occupants or the public." For example: lack of, inoperable, or defective water closet, lavatory, bathtub, shower, kitchen sink, inadequate hot and cold running water, plumbing fixtures, dampness of habitable rooms, infestation of insects, vermin, or rodents, general dilapidation or improper maintenance.

There are also conditions of a structural nature rendering a unit substandard, such as lack of or defective connection of plumbing fixtures to a sewage disposal system, deteriorated or inadequate foundation, defective or deteriorated flooring or floor supports, members of walls or ceilings, roofs, partitions, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration, or which sag, split, or buckle due to defective material or deterioration.

Electrical hazards include electrical wiring that has not been maintained in good and safe condition, not being used in a safe manner, conductors which are not protected by overcurrent protective devices or which do not have ampacity at least equal to the rating of outlet devices or equipment supplied, or which are not protected from physical damage, metallic boxes, fittings, or equipment in an electrical wiring system which are not grounded to prevent shock, inoperable or defective electrical lighting. Title 25, §1606 also contains specifications for plumbing hazards, mechanical equipment, weather protection, waterproofing, and storage (e.g., combustible material which is in such a condition as to cause a fire or explosion). Buildup or accumulation of weeds, vegetation, rubbish, dead organic matter, debris, garbage, offal, rat harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or safety hazards, are also included.

## **Other Safety Requirements: Carbon Monoxide, Smoke Detectors, CO2 Detectors**

The unit must comply with several safety measures applicable to residential buildings:

1. Carbon monoxide detector (available in the same unit as a smoke detector): The law requires the placement of carbon monoxide detectors in all California dwelling units. The landlord shall install a carbon monoxide (CO) detector in each existing dwelling having a fossil fuel burning heater or appliance (e.g. stoves, ovens, grills, clothes dryers, furnaces, boilers, water heaters, fireplaces, etc.) or attached garage.

2. Other important requirements of the law: CO devices must be installed in accordance with applicable state building codes, which will be updated to reflect standards for current CO detectors. Manufacturers of CO devices will be required to include installation instructions that are also in compliance with applicable building codes. CO devices may be battery powered or plug-in devices with battery back-ups. NOTE: The life expectancy of these devices is typically seven years, but it could be shorter. CO devices must have a distinct audible sound and if it is a combo device (i.e. a fire/ smoke and CO detector), the device must have separate distinct audible sounds for each function. Combo devices may also require unique placement. The law is silent in regard to devices for the hearing impaired, but such devices could be considered a reasonable accommodation, and it might even be a good idea for a landlord to install such a device if one is requested.

3. Protection from seismic damage. Title 25, Chapter 3, Subchapter 2, § 4100. Prior to or at the time of the sale, resale or installation of a mobilehome, all existing or replacement fuel-gas-burning water heater appliances shall be braced, anchored or strapped in accordance with law to resist horizontal displacement due to seismic motion. For rental of a mobilehome, the bracing, anchoring or strapping, shall be required at the inception of a rental transaction. For units presently being rented or leased seismic securement is required.

Next month I will go more in-depth as to the duties and responsibilities to be noted when renting park units.

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***Please feel free to contact Terry R. Dowdall, Esq. for further information***

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