

**CHAPTER 5.75 MOBILE HOME PARKS RENT STABILIZATION PROGRAM****Sections:****5.75.010 Findings and Purpose.****5.75.020 Applicability.****5.75.030 Definitions.****5.75.040 Ordinance Notification.****5.75.050 Information Supplied to Tenants.****5.75.060 Annual Registration.****5.75.070 Waivers.****5.75.080 Retaliation Prohibited.****5.75.090 Permissible Rental Increases.****5.75.100 Automatic Annual Rental Increases.****5.75.110 Rent Following the Expiration of an Exempt Lease.****5.75.120 Limitation on Frequency of Rental Increase.****5.75.130 Rental Increase Procedures.****5.75.140 Appeal Hearing Procedures.****5.75.150 Rules and Guidelines.****5.75.160 Excessive Rents.****5.75.170 Civil Action.****5.75.180 Annual review.****5.75.190 Severability.****Section 5.75.010 Findings and purpose.**

The chapter shall be known as the Mobile Home Parks Rent Stabilization Program. The relative immobility of Mobile Homes, the substantial investment involved in the purchase of a Mobile Home, and the expense, difficulty, and risk of damage in moving a Mobile Home has created a captive market of Mobile Home Owners and tenants in the City. A significant portion of Mobile Home Owners or tenants in the City are senior citizens, many of whom live on limited or fixed incomes. It is therefore the purpose of the City Council to provide a mechanism to prevent excessive, unreasonable and frequent Rent Increases while at the same time recognizing the need of Mobile Home Park Owners to receive a just and reasonable return on their investment.

**Section 5.75.020 Applicability.**

The provisions of this chapter shall apply to any Mobile Home Park within the corporate limits of the City and to those residents who reside in or hold an ownership in a Mobile Home under a Rental Agreement, whether oral or in writing, of twelve months or less in duration. The provisions of this chapter shall not apply to any Mobile Home Park or portion thereof excluded pursuant to the provisions of Section 798.45 of the Civil Code or to any Rental Agreement exempt pursuant to the provisions of Section 798.17 of the Civil Code, as amended from time to time.

### Section 5.75.030 Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings given herein:

- A. "Administrator" means the individual designated by the City Manager to implement and administer the Mobile Home Parks Rent Stabilization Program.
- B. "Base Space Rent" means the Rent charged on a Mobile Home Space as defined further in this Section at the time of execution of a lease.
- C. "Base Year" means the calendar year ~~in which a new Rental Agreement is executed~~1991.
- D. "Capital Improvements" means those improvements which materially add to the value of property, appreciably prolong its useful life, or adapt it to new uses, which are claimed by the owner as capital expenses for Internal Revenue Code purposes and which are required to be amortized over the useful life of the improvement pursuant to the Internal Revenue Code and the regulations issued pursuant thereto.
- E. "City" means the City of Riverside, a California charter city and municipal corporation.
- F. "City Informational Sheet" means an overview of the Mobile Home Parks Rent Stabilization Program, its benefits, and contact information of the Administrator.
- G. "Consumer Price Index" or "CPI" means the Consumer Price Index for All Urban Consumers in the Riverside-San Bernardino-Ontario area published by the Bureau of Labor Statistics of the United States Department of Labor.
- H. "Mobile Home" means a structure designed for human habitation and for being moved on a street or highway under permit pursuant to Section 35790 of the Vehicle Code. Mobile Home includes a manufactured home as defined in Section 18007 of the Health and Safety Code and a mobile home as defined in Section 18008 of the Health and Safety Code, but does not include a recreational vehicle as defined in Section 799.29 of the Civil Code and Section 18010 of the Health and Safety Code or a commercial coach as defined in Section 18001.8 of the Health and Safety Code.
- I. "Mobile Home Owner" means any person entitled to occupy a Mobile Home ~~Space~~dwellling-unit in a Mobile Home Park pursuant to a Rental Agreement.
- J. "Mobile Home Park" means an area of land where two or more Mobile Home ~~sites~~ Spaces are rented, or held out for rent, to accommodate Mobile Homes used for human habitation.
- K. "Mobile Home Park Owner" or "Park Owner" means any owner, lessor, or sublessor of a mobile home park in the City, and the representative, agent or successor of such owner, lessor or sublessor, who receives or is entitled to receive rent for the use or occupancy of any Mobile Home Space thereof, and reports to the Internal Revenue Service any income received or loss of income resulting from such ownership or claims any expenses, credits or deductions because of such ownership.
- L. "Mobile Home Space" means the piece or area of land and designated space upon which a Mobile Home is situated.

- M. “Rent” means the consideration, including any bonus, benefit or gratuity, demanded or received by a landlord for or in connection with the use or occupancy, including housing services, of a ~~rental unit~~Mobile Home Space or in connection with the assignment of a lease or in connection with subleasing of the ~~rental unit~~Mobile Home Space. Rent shall not include:
1. Utility charges for sub-metered gas, water and electricity.
  2. Charges for refuse disposal, sewer service, and/or other services which are either provided and charged to Mobile Home residents solely on a cost pass-through basis and/or are regulated by state or local law.
  3. Any amount paid for the use and occupancy of a Mobile Home unit (as opposed to amounts paid for the use and occupancy of a Mobile Home space).
  4. Charges for laundry services.
  5. Storage charges.
  - 5.6. Late fees and returned check fees.
- N. “Rent Increase” means any rent authorized to be increased and paid by a Mobile Home Owner or Mobile Home Tenant in excess of rent paid for the Mobile Home Space.
- O. “Rent Review Hearing Board” or “Board” is made up of the Administrator, the Finance Director of the City or designee, and an Assistant or Deputy City Manager as selected by the City Manager.
- P. “Rental Agreement” means a written agreement for the use and occupancy of a ~~rental unit~~Mobile Home Space to the exclusion of others.
- Q. “Utility” means a charge separate from the Rent but which can be collected with the Rent. Utility is not included in any increase calculation.

**Section 5.75.040 Ordinance Notification.**

A. Any prospective Mobile Home Owner must be offered the option of renting a Mobile Home Space in a manner which will permit the prospective Mobile Home Owner to receive the benefits of this Mobile Home Parks Rent Stabilization Program which includes, but is not limited to, rental of a Mobile Home Space on a tenancy of twelve months or less in duration. Such a person cannot be denied the option of a tenancy of twelve months or less in duration. The Mobile Home Park Owner shall provide each prospective tenant with a photocopy of the written notification set forth in subsection B below and will provide each prospective tenant with a copy of this Chapter.

B. Forty-eight hours prior to any Rental Agreement in excess of twelve months in duration being executed by a current Mobile Home Owner or prospective Mobile Home Owner, the Mobile Home Park Owner must:

1. Offer any Mobile Home Owner or prospective Mobile Home Owner the option of a Rental Agreement for a term of twelve months or less in duration which will permit such

person to receive the benefits of this Mobile Home Parks Rent Stabilization Program.

2. Provide the Mobile Home Owner or prospective Mobile Home Owner a copy of the City Information Sheet, which introduces the Mobile Home Parks Rent Stabilization Program, its benefits, and contact information of the Administrator.

3. Inform the Mobile Home Owner or prospective Mobile Home Owner in writing that if the Mobile Home Owner or prospective Mobile Home Owner signs a Rental Agreement with a term in excess of twelve months in duration that complies with Civil Code Section 798.17, as may be amended from time to time, then the Rental Agreement is not subject to the terms and protections of this chapter. Such written notification shall contain the following recitation:

UNDER THE CITY OF RIVERSIDE MUNICIPAL CODE CHAPTER 5.75, YOU ARE LEGALLY ENTITLED TO ELECT A LEASE 12 MONTHS OR LESS IN DURATION OVER ANY OTHER LONGER PERIODIC TENANCY. YOU MAY NOT BE ENTITLED TO RENT STABILIZATION (RENT CONTROL) PROGRAM BENEFITS IF YOU ELECT A LEASE OF MORE THAN 12 MONTHS IN DURATION AND THAT LEASE MEETS THE REQUIREMENTS OF CIVIL CODE SECTION 798.17(a) AND (b) AS MAY BE AMENDED FROM TIME TO TIME WHICH SECTION IS ATTACHED HERETO.

IT IS UNLAWFUL FOR A MOBILE HOME PARK OWNER OR ANY AGENT OR REPRESENTATIVE OF THE OWNER TO DISCRIMINATE AGAINST YOU BECAUSE OF THE EXERCISE OF ANY RIGHTS YOU MAY HAVE UNDER THE CITY OF RIVERSIDE MOBILE HOME PARKS RENT STABILIZATION PROGRAM OR BECAUSE OF YOUR CHOICE TO ENTER INTO A RENTAL AGREEMENT WHICH IS SUBJECT TO THE PROVISIONS OF THAT LAW.

This written notification shall be typewritten in capital letters and in a minimum 12-point font.

4. At the time the Rental Agreement is first offered to the Mobile Home Owner or prospective Mobile Home Owner, the Mobile Park Owner shall provide written notice to the Mobile Home Owner or prospective Mobile Home Owner of the Mobile Home Owner's or prospective Mobile Home Owner's right to (1) have at least 30 days to inspect the Rental Agreement, and (2) void the Rental Agreement by notifying the Mobile Park Owner in writing within 72 hours of the acceptance of a Rental Agreement. The failure of the Mobile Park Owner to provide the written notice shall make the Rental Agreement voidable at the Mobile Home Owner's or prospective Mobile Home Owner's option upon the Mobile Home Owner's or prospective Mobile Home Owner's discovery of the failure. The receipt of any written notice provided pursuant to this subsection shall be acknowledged in writing by the Mobile Home Owner or prospective Mobile Home Owner.

5. Every Mobile Home Park Owner shall also provide each Mobile Home Owner or prospective Mobile Home Owner with a copy of Chapter 5.75 of the Riverside Municipal

Code.

C. Any effort to circumvent the requirements of this Section shall be unlawful, as well as an unfair business practice subject to enforcement under California Business and Professions Code Section 17200 et. seq.

#### **Section 5.75.050 Information Supplied to Tenants.**

A copy of this chapter and the City Informational Sheet shall be posted in the office of every Mobile Home Park and in recreation buildings and/or clubhouses of every Mobile Home Park.

#### **Section 5.75.060 Annual Registration.**

A. Due Date. No later than June 1st of each year, each Mobile Home Park Owner shall file an annual registration statement, on a form provided by the City Manager.

B. Contents of Registration Form. The registration forms shall include park name, the name(s), business address(es), and business telephone number(s) of Mobile Home Park Owner representative or principal and onsite manager; and the name(s) and address(es) to which all required notices and correspondence may be sent.; ~~the number of Mobile Home Spaces within the Mobile Home Park; a rent schedule reflecting the current space rents within the Mobile Home Park; a listing of all other charges (provide a description for each additional charge), including utilities not included in space rent, paid by Mobile Home Owners within the Mobile Home Park and the approximate amount of each such charge; the name and address to which all required notices and correspondence may be sent; and other information required by the City Manager.~~

C. Certification of Registration Forms. All registration forms, and any documentation accompanying any registration forms, shall contain an affidavit or declaration, signed by the Mobile Home Park Owner or a designated agent, with his/her signature, certifying that the information contained therein is true, correct and complete.

D. Notice of Sale of a Mobile Home Park. Upon the listing of a sale or transfer of a Mobile Home Park, the seller or transferor shall notify the City Manager of the listing of sale or transfer and of the name and address of the buyer or transferee. Within ten days of the sale or transfer of a Mobile Home Park, the buyer or transferee shall provide a new registration form.

~~E. Notice to Prospective Mobile Home Park Purchasers. The Mobile Home Park Owner shall provide prospective Mobile Home Park purchasers with a copy of this Chapter and notice that the following would be a prerequisite to filing a Rent Increase application pursuant to this Chapter:~~

~~1. A statement of the base year income, expenses, and net operating income of the Mobile Home Park with a breakdown of income and expenses by category.~~

~~2. Documents supporting the amounts reported in the income and expense statement.~~

#### **Section 5.75.070 Waivers.**

A. Any waiver or purported waiver by a Mobile Home Owner of rights granted under this chapter shall be void as contrary to public policy.

B. It shall be unlawful for a Mobile Home Park Owner to require or attempt to require, as a

condition of tenancy in a Mobile Home Park, a Mobile Home Owner or prospective Mobile Home Owner to waive the rights granted to a Mobile Home Owner by this chapter.

C. It shall be unlawful for a Mobile Home Park Owner to deny or threaten to deny tenancy in a Mobile Home Park to any person on account of such person's refusal to enter into an agreement under which such person would waive the rights granted to a Mobile Home Owner by this chapter.

#### **Section 5.75.080 Retaliation Prohibited.**

A. It shall be unlawful for any Mobile Home Park Owner to evict a Mobile Home Owner where the Mobile Home Park Owner's dominant motive in seeking to recover possession of the ~~rental unit~~ Mobile Home Space is:

1. Retaliation for the Mobile Home Owner organizing for or petitioning government for rent relief, or exercising any right granted under this chapter; or
2. Evasion of the purposes of this chapter.

B. It shall be unlawful for a Mobile Home Park Owner to retaliate against a Mobile Home Owner for the Mobile Home Owner's assertion or exercise of rights under this chapter in any manner, including but not limited to:

1. Threatening to bring or bringing an action to recover possession of a Mobile Home Space.
2. Engaging in any form of harassment that causes the Mobile Home Owner to quit the premises.
3. Decreasing housing services.
4. Increasing rent, except as otherwise provide in this chapter.
5. Imposing or increasing a security deposit or other charge payable by the Mobile Home Owner.

#### **Section 5.75.090 Permissible Rental Increases.**

No Rent in excess of Rent in effect during a calendar year, may be charged unless authorized by one of the following sections: Section 5.75.100 (Automatic Annual Rent Increases), 5.75.110 (Rent Following the Expiration of an Exempt Lease), or 5.75.130 (Rent Increase Procedures) of this Chapter.

#### **Section 5.75.100 Automatic Annual Rental Increases.**

Commencing on January 1, 2026 and on or after January 1st of each year thereafter, the annual rent may be increased by an amount over the existing annual rent by an amount which does not exceed eighty percent (80%) of the percentage increase in the CPI for the twelve-month period ending July 31st of the prior year provided, however, that the annual automatic increase shall be no more than ~~four~~ five percent (~~45~~%) of the base rent and may be at least two percent (2%) of the

base rent charged prior to the increase. The percentage amount of said increase shall be rounded to the nearest one-quarter of one percent.

No Rent Increase shall be subject to the provisions of this chapter that meet the following specific criteria:

- A. A rental increase which compensates the Mobile Home Park Owner for increases in property taxes or other government mandated costs provided such increases shall be limited to those increases in excess of two percent per annum.
  - B. A rental increase resulting from a pre-existing Capital Improvement constructed prior to January 1, 2026, to the Mobile Home Park as such cost is declared and reported by the Mobile Home Park Owner for federal income tax purposes together with all interest expenses, points and other costs and charges which the Mobile Home Park Owner may incur in connection with the costs of such Capital Improvement; provided, however, that before the commencement of the construction of Capital Improvement related to new amenities, the prior approval of a majority of the Mobile Home Spaces of the Mobile Home Park must be obtained. Prior approval of Capital Improvements to existing facilities need not be obtained from the Mobile Home Owners; provided, however, a park committee and/or the Mobile Home Owners shall have been notified prior to the commencement of such improvements which notice shall specify the reasons and the estimated costs therefore. The interest rate for capital improvements shall be interest and shall not exceed the prime rate plus two percent. No other financing costs shall be passed on. The prime rate shall be as established by the Bank of America and shall be the average rate for three months preceding the awarding of the contract for the capital improvements. The cost shall be divided by the number of years of its useful life, as such life is reported for federal income tax depreciation purposes; and the cost as thus divided shall be allocated to an equal number of adjustment periods divided equally by the total number of Mobile Home Spaces in the park, and commencing with the adjustment period following that in which the Capital Improvement was completed. Capital improvements shall be a separate item on the billing and the date of amortization shall be provided.
  - C. Any fee provided in State law for inspection of mobile home parks and authorized to be assessed against Mobile Home Owners by a Mobile Home Park Owner.
  - D. A rental increase that occurs upon the sale of a Mobile Home or if the space is vacant.
  - E. Notice of Allowable Annual Rent Increase shall occur as follows:
    - 1. Notice by City Manager. The allowable annual Rent Increase shall be annually calculated by the City Manager or designee and posted by August 31<sup>st</sup> of each year in City Hall and on the City's website. The City Manager shall also mail such notice to each Mobile Home Park Owner.
    - 2. Notice in Mobile Home Parks. A copy of such notice shall be posted in a prominent
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place by each Mobile Home Park Owner in each Mobile Home Park within three business days after it is received by the Mobile Home Park Owner.

F. Rent Increases permitted pursuant to this section shall not be effective and shall not be demanded, accepted, or retained until the Mobile Home Park Owner has given the notice required by state law (Civil Code section 798.15, as may be amended from time to time).

**Section 5.75.110 Rent Following the Expiration of an Exempt Lease.**

In the event a Mobile Home Space was previously exempt under a lease pursuant to California Civil Code Section 798.17, as may be amended from time to time, upon the expiration of that lease and conversion to a twelve month or less in duration lease, the Base Space Rent, for purposes of calculating the annual adjustment, shall be the Rent in effect as of the date of expiration of that lease.

**Section 5.75.120 Limitation on frequency of rental increase.**

No Rent Increase shall be imposed by a Mobile Home Park Owner more frequently than once each calendar year. A proposed rental increase resulting from an unforeseen assessment, special tax or general tax increase shall be submitted to the Rent Review Hearing Board.

**Section 5.75.130 Rent Increase Procedures.**

Any Rent Increase not excluded pursuant to the provisions of this chapter shall be unlawful and void unless it has been approved pursuant to the provisions of this section.

A. Application for Rent Increase Review. A Mobile Home Park Owner shall submit an application for the review of a proposed increase in Rent not excluded pursuant to the provisions of this chapter (“Rent Increase Review”) prior to the issuance of the written notice required by Section 798.30 of the Civil Code. Such application for review shall be filed with the City Manager. The application for review shall include a detailed explanation of the need for the increase and the names and addresses of the Mobile Home Owners affected and shall be under penalty of perjury. The application shall be accompanied by such processing fee as may be set from time to time by resolution of the City Council.

1. An application for a Rent Increase Review for a Rent Increase ~~based~~ resulted from ~~on~~ the cost of a new Capital Improvement constructed after January 1, 2026 may be filed with the Administrator, in accordance with the following provisions and the rules and regulations:

- a. The work satisfies the definition of Capital Improvement set forth in Section 5.75.030, and in any applicable rules and regulations;
- b. Fifty-one percent of the occupied spaces in the park, with one vote per space, have consented to the Capital Improvement;
- c. No prior Rent Increases have been charged based upon or including the cost of the Capital Improvement; and
- d. All documentation and other information required by this chapter pertinent

to the requested Rent Increase have been provided by the Mobile Home Park Owner.

2. Notwithstanding subsection (1) of this section, a Capital Improvement Rent Increase shall not be granted if the proposed Capital Improvement Rent Increase is for any portion or all of a utility distribution system where the utility rates are set either by the Public Utilities Commission or the City and the approved rates took into consideration costs of repair, replacement, maintenance, operation and/or capital improvements to the system.

3. A application for a Rent Increase Review which meets all requirements of subsection (1) of this section but has not been consented to by 51 percent of the occupied spaces may be granted when the Capital Improvement is necessary to protect the health and safety of the Mobile Home Park, the Mobile Home Owners, or neighbors as determined in accordance with applicable rules and regulations.

4. Any Capital Improvement Rent Increase granted under this section shall be amortized over the useful life of the improvement and apportioned equally among all spaces in the park by dividing the verified cost of the improvement by its useful life (in years), dividing that result by twelve and further dividing by the number of spaces in the park. Any increase granted under this section shall remain in effect only during the useful life of the improvement. Any such increase shall be included as a separate charge either on the residents' monthly rent statement or on a separate statement and shall not be included in the space rent for purposes of determining any other future Rent Increases under this chapter.

5. For purposes of determining the cost of a Capital Improvement, an interest cost of the lesser of either the current prime rate plus one percent, or the interest rate actually incurred by the Mobile Home Park Owner in financing the improvement, may be added.

6. An application for a Rent Increase Review for a Rent Increase based on unforeseen assessment, special tax or general tax increase may be filed with the Administrator.

B. Notice of Hearing. Within thirty days from the date the application for the proposed Rent Increase Review is deemed complete by the City, the Administrator shall serve by mail notice of the date, time and place of hearing to the Mobile Home Park Owner and to each affected Mobile Home Owner. The hearing shall not be set sooner than ten days nor more than thirty days after the date of the mailing of the notice unless a later date is agreed to by the Mobile Home Park Owner.

C. Hearings. All Rent Increase Review hearings shall be conducted by the Rent Review Hearing Board and overseen by the Administrator in an informal manner consistent with due process of law. All parties to the hearing may have assistance in presenting evidence or in setting forth by argument their positions from an attorney or such other persons as may be designated by such party. The hearing may be continued by the Board from time to time as may be reasonable and necessary.

D. Standards for calculations of rental increases. The Board shall evaluate any request for rental increase based upon, but not limited to, the following guidelines:

1. The percentage of increase in the Mobile Home Park Owner's gross income from

space rent on a per annum basis since the base year, which would be realized as the result of the proposed rental increase.

2. Changes in services or amenities in the Mobile Home Park since the base year or since any such change has previously been considered in connection with a prior approved increase.

3. The percentage increase in the CPI from the base year to the date of proposed notice of the rental increase.

4. The net operating income (“NOI”) of the Mobile Home Park for the current and base year as compiled in accordance with generally recognized accounting procedures.

5. It shall be rebuttably presumed that the NOI produced by a Mobile Home Park during the base year provided the Mobile Home Park Owner with a just and reasonable return. It shall further be rebuttably presumed that, where the NOI is less than fifty percent (50%) of gross income in the base year, the Mobile Home Park Owner was receiving less than just and reasonable return on the Mobile Home Park.

6. Such other guidelines as established from time to time by resolution of the City Council.

E. Decision. The Board shall render a decision regarding the Rent Increase within fifteen days following the hearing. The decision shall be sent by certified mail, return receipt requested, to the Mobile Home Park Owner and by regular mail to the Mobile Home Owners.

F. Appeal. The decision of the Board may be appealed by either a Mobile Home Park Owner or Mobile Home Owners within twenty days to be heard by a hearing officer selected by the City by giving notice of appeal to the Administrator. An appeal by the Mobile Home Owners must be signed by a majority of the Mobile Home Owners that are subject to the Board’s decision. The appealing party shall be required to pay for the cost of the appeal in accordance with any fees set forth by resolution of the City Council.

**Section 5.75.140 Appeal Hearing Procedures.**

A. Notice of Hearing. Written notice of the time, date and place of the hearing shall be given at least ten days prior to the hearing.

B. Conduct of the Hearing. The hearing shall be conducted in accordance with such rules and regulations as may be promulgated by the City Council and any rules set forth by the hearing officer.

1. The hearing officer shall have the power and authority to require and administer oaths or affirmations where appropriate, and to take and hear evidence concerning any matter pending before the hearing officer.

2. The rules of evidence generally applicable in the courts shall not be binding in the hearing. Hearsay evidence and any and all other evidence which the hearing officer deems relevant and proper may be admitted and considered.

3. Any party or such party’s representative, designated in writing by the party, may appear at the hearing to offer such documents, oral testimony, written declaration or other

evidence as may be relevant to the proceedings.

4. The hearing officer may grant or order not more than two continuances of the hearing for not more than ten working days each. Additional continuances may be granted only if all parties stipulate in writing or if the hearing officer finds that there is a good cause for the continuance. Such continuances may be granted or ordered at the hearing without further written notice to the parties.

5. The hearing shall be conducted in a manner that ensures that parties have an opportunity to obtain documents and to obtain information about the theories and facts to be presented by the opposing parties in adequate time in advance of the hearing to enable preparation of a rebuttal.

C. Required Findings in Decision. Any decision made by the hearing officer shall be in writing and shall set forth the factual grounds for the decision.

D. Conditions for Allowance or Disallowance of Rent Increase. The allowance or disallowance of any proposed Rent Increase or portion thereof may be reasonably conditioned in any manner necessary to effectuate the purposes of this Chapter.

E. Deadline for Decision. The decision shall be decided by the hearing officer within thirty days of the date that the hearing has concluded, unless extended by the hearing officer.

F. Notice of Decision. The Administrator shall mail copies of the decision to the Mobile Home Park Owner and all affected Mobile Home Owners within three days of receipt of the decision.

G. Appeal of Hearing Officer Decision. The written decision of the appointed hearing officer shall provide that it is final and conclusive and is subject to the time limits set forth in California Code of Civil Procedure Section 1094.6 for judicial review.

#### **Section 5.75.150 Rules and Guidelines.**

The City Manager may adopt rules and procedures to implement this chapter. Such rules and guidelines shall be approved by the City Council.

#### **Section 5.75.160 Excessive Rents.**

It shall be unlawful for a Mobile Home Park Owner to demand, accept, receive, or retain any rent in excess of the amounts authorized by this chapter.

#### **Section 5.75.170 Civil Action.**

A. If any person is found to have demanded, accepted, received or retained any payment of Rent in excess of the maximum Rent allowed by this Chapter, such person shall be liable to the Mobile Home Owner from whom such payment was demanded, accepted, received, or retained for damages as determined by a court of competent jurisdiction.

B. In the event a Mobile Home Owner is the prevailing party in a civil action against a person found to have demanded, accepted, received or retained any payment of Rent described in subsection A of this Section, such Mobile Home Owner, in addition to damages as determined by the court pursuant to subsection A of this Section, may, in the discretion of the court, be awarded an amount not to exceed five hundred dollars or three times the damages determined by the court

pursuant to subsection A of this section, whichever is greater. For the purposes of this subsection, a Mobile Home Owner shall be deemed to be a prevailing party if the judgment is rendered in such Mobile Home Owner's favor or if the litigation is dismissed in such Mobile Home Owner's favor prior to final judgment, unless the parties otherwise agree in the settlement or compromise.

C. Remedies provided by this section are in addition to any other legal or equitable remedies and are not intended to be exclusive.

**Section 5.75.180 Annual review.**

Each September, a public hearing shall be held at which the City Manager shall make a report to the City Council concerning activities undertaken during the prior 12-month period. The City Council shall consider the report of the City Manager and any public comment, and take such action, if any, it deems necessary and proper.

**Section 5.75.190 Severability.**

If any section, subsection, sentence, clause, or phrase in this chapter is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. The City Council hereby declares that it would have passed the ordinance codified in is chapter and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more other sections, subsections, sentences, clauses or phrases hereof be declared invalid or unconstitutional.