

ORDINANCE NO.

AN URGENCY ORDINANCE OF THE CITY OF MOUNTAIN VIEW
PROTECTING MOBILE HOME RESIDENTS FROM EVICTION UNTIL
THE ORDINANCE ENACTING MOBILE HOME RENT STABILIZATION
BECOMES EFFECTIVE

THE CITY COUNCIL OF THE CITY OF MOUNTAIN VIEW DOES HEREBY
ORDAIN AS FOLLOWS:

Section 1. Findings and Declarations. The City Council finds and declares as follows:

a. The Mountain View City Charter, Section 514, authorizes the City Council, with a four-fifths (4/5) vote, to adopt an urgency measure for the immediate protection of the public health or safety without following the procedures otherwise required to adopt an ordinance.

b. Government Code Sections 36394 and 36937 allow a city, including a charter city, to adopt an urgency ordinance to take effect immediately upon its adoption for the preservation of the public peace, health, or safety upon a finding of facts constituting the urgency thereof.

c. On September 14, 2021, the City Council introduced an Ordinance Enacting Mobile Home Rent Stabilization to provide tenant protections for residents that live in mobile home parks in the City. Council subsequently adopted the Ordinance Enacting Mobile Home Rent Stabilization on September 28, 2021, and it will become effective on October 28, 2021.

d. Among other provisions, the Ordinance Enacting Mobile Home Rent Stabilization limits the amount of rent increases that mobile home park owners and mobile home landlords may impose each year and limits the basis for a mobile home landlord to evict tenants from mobile homes that they rent.

e. Tenants in more than one mobile home park in the City have been threatened with eviction following the City's adoption of the Ordinance Enacting Mobile Home Rent Stabilization.

f. Until the Ordinance Enacting Mobile Home Rent Stabilization takes effect, neither State nor local law would provide eviction protections for tenants who rent

mobile homes, although mobile home residents who rent spaces and apartment tenants both receive just cause for eviction protections.

g. Large-scale evictions of mobile home tenants before the Ordinance Enacting Mobile Home Rent Stabilization takes effect directly threatened the public peace, health, or safety of the City. A large-scale tenant displacement would disrupt the local housing market. Because many mobile home residents are lower-income or senior households, if they were to be evicted, they would be unlikely to find substitute housing in the City and would be forced to leave not just their homes, but also their communities.

h. The City remains in a state of local emergency as it continues to respond to the COVID-19 global pandemic. During this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement, to protect the City's affordable housing stock, and to prevent housed individuals from falling into homelessness.

i. The City Council finds and determines that, if a temporary suspension on evictions from mobile homes until the Ordinance Enacting Mobile Home Rent Stabilization take effect were not imposed now, the public health, safety, and welfare would be immediately threatened because mobile home landlords could initiate action to evict tenants without cause.

j. An urgency ordinance is, therefore, required to prevent tenant displacement following the adoption of the Ordinance Enacting Mobile Home Rent Stabilization until that ordinance takes effect.

k. For the reasons set forth above, this ordinance is declared by the City Council to be necessary for preserving the public welfare, health, or safety and to avoid a current, immediate, and direct threat to the health, safety, or welfare of the community, and the findings and declaration contained herein constitute the City Council's statements of the reasons constituting such necessity and urgency.

Section 2. Pursuant to the general police power of the City to protect the health, safety, and welfare of its citizens, beginning on October 1, 2021 and continuing through October 28, 2021, no Mobile Home Landlord shall take action to terminate any tenancy, including, but not limited to, making a demand for possession of a Mobile Home, threatening to terminate a tenancy orally or in writing, serving any notice to quit or other eviction notice, or bringing any action to recover possession or be granted recovery of possession of a Mobile Home unless at least one of the following conditions exists:

a. Failure to Pay Rent. The tenant has failed, after three days' written notice as provided by law, to pay the amount stated in the notice, so long as the amount stated

does not exceed the rent to which the Mobile Home Landlord is legally entitled under the Mobile Home Rental Agreement and State or any other local law.

b. Breach of Lease. The tenant has continued, after the Mobile Home Landlord has served the tenant with a Written Notice to Cease, to substantially violate any of the material terms of the Mobile Home Rental Agreement, except the obligation to surrender possession on proper notice as required by law, and provided that such terms are reasonable and legal and have been accepted in writing by the tenant; and provided further that, where such terms have been accepted by the tenant or made part of the Mobile Home Rental Agreement subsequent to the initial creation of the Tenancy, the Mobile Home Landlord shall have first notified the tenant in writing that the tenant need not accept such terms.

1. Notwithstanding any contrary provision in this Section, a Mobile Home Landlord shall not take any action to terminate a Tenancy based on a tenant's sublease of the Mobile Home if the following requirements are met:

(a) The tenant continues to reside in the rental unit as the tenant's primary residence;

(b) The sublessee replaces one or more departed tenants under the Mobile Home Rental Agreement on a one-for-one basis; and

(c) The Mobile Home Landlord has unreasonably withheld the right to sublease following written request by the tenant. If the Mobile Home Landlord fails to respond to the tenant in writing within 14 days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the Mobile Home Landlord. A Mobile Home Landlord's reasonable refusal of the tenant's written request may not be based on the proposed additional occupant's lack of creditworthiness if that person will not be legally obligated to pay some or all of the rent to the Mobile Home Landlord. A Mobile Home Landlord's reasonable refusal of the tenant's written request may be based on, but is not limited to, the ground that the total number of occupants in a Mobile Home exceeds the maximum number of occupants as determined applicable State law.

2. Notwithstanding any contrary provision in this ordinance, a Mobile Home Landlord shall not take any action to terminate a Tenancy as a result of the addition to the Mobile Home of a tenant's child, parent, grandchild, grandparent, brother, or sister, or the spouse or domestic partner (as defined in California Family Code Section 297) of such relatives, or as a result of the addition of the spouse or domestic partner of a tenant, so long as the number of occupants does not exceed the maximum number of occupants allowed under State law.

c. Nuisance. The tenant has continued, after the Mobile Home Landlord has served the tenant with a Written Notice to Cease, to commit or expressly permit a nuisance in the Mobile Home.

d. Criminal Activity. The tenant has continued, after the Mobile Home Landlord has served the tenant with a Written Notice to Cease, to be so disorderly as to destroy the peace, quiet, comfort, or safety of the Mobile Home Landlord or other tenants at the Mobile Home Park. Such disorderly conduct includes violations of State and Federal criminal law that destroy the peace, quiet, comfort, or safety of the Mobile Home Landlord or other tenants at the Mobile Home Park.

e. Failure to Give Access. The tenant has continued to refuse, after the Mobile Home Landlord has served the tenant with a Written Notice to Cease and without good cause, to grant the Mobile Home Landlord reasonable access to the Mobile Home as required by State or local law.

f. Necessary and Substantial Repairs Requiring Temporary Vacancy. The Mobile Home Landlord, after having obtained all necessary permits from the City, and having provided written notice to the tenant pursuant to State law, seeks in good faith to undertake substantial repairs that are necessary to bring the Mobile Home into compliance with applicable codes and laws affecting the health and safety of tenants of the Mobile Home, provided that:

1. The repairs necessitate that the tenant vacate the Mobile Home because the work will render the Mobile Home uninhabitable for a period of not less than 30 days;

2. The Mobile Home Landlord gives advance notice to the tenant of the tenant's right to elect between:

(a) The right of first refusal to any comparable vacant Mobile Home owned by the Mobile Home Landlord at the same rent, if such comparable vacant Mobile Home exists; or

(b) The first right of return to reoccupy the Mobile Home upon completion of the repairs at the same rent charged to the tenant before the tenant temporarily vacated the Mobile Home.

g. Definitions. For purposes of this ordinance, the following defined terms shall have the meanings set forth below.

1. "Mobile Home" has the same meaning as the 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.

2. "Mobile Home Landlord" means the person(s) or entity(ies) that lawfully owns a mobile home and rents, 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.

3. "Mobile Home Park" has the same meaning as the 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.

4. "Mobile Home Rental Agreement" means 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.

5. "Tenancy" means the legal relationship created by a Space Rental Agreement with a Mobile Home 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 use or occupancy of a Mobile Home in a Mobile Home Park.

6. "Written Notice to Cease" means a written notice provided by a Mobile Home Landlord that gives a 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:

(a) Provide the tenant a reasonable period to cure the alleged violation or problem;

(b) Inform the tenant that failure to cure may result in the initiation of eviction proceedings;

(c) Inform the tenant of the right to request a reasonable accommodation;

(d) Inform the tenant of the contact number for the Rental Housing Committee; and

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

h. This ordinance applies to eviction notices and unlawful detainer actions based on such notices served or filed on or after October 1, 2021. This ordinance shall be liberally construed to provide the broadest possible protection.

i. This ordinance may be asserted as an affirmative defense in any unlawful detainer action.

j. Mobile Home Landlords and tenants may request mediation services through the Mountain View Mediation Program to facilitate discussions or to address any disputes that may arise from the implementation of this ordinance.

k. Violations of this ordinance may also be subject to administrative penalties and enforcement in accordance with Section 1.7 (Code Enforcement – Violations) and Sections 1.17 to 1.29 (Administrative Penalties) of the Mountain View City Code.

Section 3. Pursuant to Mountain View City Charter Section 514 and Government Code Sections 36934 and 36973, the provisions of this ordinance shall be effective immediately. This ordinance shall remain in effect until October 28, 2021. Upon such date, this ordinance shall be automatically repealed and will have no further force or effect.

Section 4. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the other remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional.

Section 5. This ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Guidelines Sections 15060(c)(2) because the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment); and 15060(c)(3) because the activity is not a project as defined in Guidelines Section 15378 because it has no potential for resulting in physical change to the environment, directly or indirectly.

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