

ATTACHMENT 5 – Two Resident MOU Submittals

- **One Individual Resident Submittal – Sunset Estates (per the resident, MRHSO preferred; submittal relevant only if residents had to have an MOU)**

Hi Anky,

Thank you for taking me into account. This is my own proposal.

Yes, I can tell you how I feel about the key topics. I'll just go down the list:

AGA: 100% CPI with no upper or lower limit would be acceptable.

Vacancy control: None of the owner comments offers a reasonable alternative to the limit set by the MHRSO. I agree with the ordinance terms.

Park owner petitions: I agree with the ordinance and the park owners; they should have the right to petition to increase rents. I also agree with the resident who commented that the rate of return for the owner should not be allowed to increase unless the owner can demonstrate a pattern of decrease over some years.

Park resident petitions: I disagree that the park owner be the only judge of what is best for the park. The owner has no business without the residents, and a resident has no home without the owner. Both should be party to any discussion of an issue. I agree that if a resident must display his wealth in order to petition, the park owner should have to correspond during any negotiation.

Pass-through costs: The residents, through a resident board, should be consulted. If there is a disagreement, the issue must go to the RHC or a mediator and the park owner must open his books.

Just-cause eviction: Any eviction processed under an MOU should be bound by the strictures in the MHRSO.

Duration: I would be uneasy about allowing a 10-year MOU, just because we need to evaluate. One of the clauses could prove punishing to residents, or to the owner; and they would have no recourse for ten years.

Fees: The owner should be charged a City fee. The fee should be more than enough to cover whatever the RHC needs if it is required to oversee any part of the MOU. A large part of the fee should go to a fund that would allow the park to be passed to City control if and when the park is offered for sale.

Safety net program: I have no opinion on this item.

Administration and enforcement: The RHC must enforce the MOU.

Joan Brodovsky

- **One Group Resident Submittal – Sunset Estates**

- Annual Allowed Rent Increase
100% CPI, 2% floor, 5% ceiling (Same as MHRSO)
- Vacancy Control
100% CPI in year of sale (Same as MHRSO)
- Park Owners Petition
Same as MHRSO
- Residents Petition
Same as MHRSO
- Pass Through Costs
Align this with the fair return process as detailed in Sec.46.10 of the MHRSO.
In no event will costs of capital improvements passed through to the residents be greater than 50% of the total cost of capital improvements.
- Just Cause Evictions
Same as MHRSO
- Duration of Program
10 years subject to exception noted here. On more than 10% turnover in occupancy, the MOU/Agreement to be re-evaluated so as to give the new residents an opportunity to also vote on whether to have the MOU/Agreement instead of the MHRSO. At such time a secret ballot would be distributed to park residences to vote on whether to accept MOU/Agreement, in the same manner as original vote was administered.
- Program Fees
Same as MHRSO
- Safety Net Programs
Not covered (Same as MHRSO)
- Administration and Enforcement
The RHC will hear any complaint and settle any dispute between the park owner and a resident. A resident may take the complaint to the RHC (Same as MHRSO)