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MOBILEHOME RENT STABILIZATION

10

RENTAL HOUSING COMMITTEE

11

FOR THE CITY OF MOUNTAIN VIEW

12

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Elie Sfeir and Deena Donia,

)

Case No. M22230001

14

Petitioners,

)

15

RESPONDENT SANTIAGO  
VILLA'S MEMORANDUM OF  
POINTS AND AUTHORITIES IN  
SUPPORT OF HEARING  
OFFICER'S DECISION AND IN  
SUPPORT OF TENTATIVE  
DECISION

16

v.

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V.G. Investments, a California  
Limited Partnership, dba Santiago Villa,

)

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Respondent.

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Hearing Date: August 21, 2023  
Time: 7:00 P.M.

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Location: Zoom Hearing  
Hearing Officer: The Honorable E.  
Alexandra DeLateur

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1 **I. INTRODUCTORY STATEMENT**

2 The owner of Santiago Villa Mobilehome Park supports the hearing officer’s decision  
3 and the Rental Housing Committee’s tentative decision, to the extent they are in the owner’s  
4 favor. However, the owner is filing this brief to address all of the grounds for rejecting the  
5 tenants’ Petition, some of which were not addressed by either the hearing officer or the tentative  
6 decision.

7 These proceedings arise out of a lease entered into during the height of the COVID-19  
8 pandemic, at a time when no rent control existed for mobilehome parks in the City of Mountain  
9 View. As a result of the pandemic, residential landlords throughout the United States were  
10 required by law to close many of their amenities, including clubhouses, swimming pools, spas,  
11 game rooms and gymnasiums. As a further result of the pandemic, the state of California  
12 severely restricted a landlord’s right to evict tenants, while at the same time allowing tenants  
13 to avoid paying up to 75% of their rent.

14 Although federal, state and local governments enacted many laws to assist tenants,  
15 other laws were adopted to assist landlords. Of particular relevance here, the California  
16 legislature adopted a statute making it clear that landlords could not be punished for reducing  
17 access to amenities that were closed to help prevent the spread of the Coronavirus. See *Civil*  
18 *Code Section 1942.9(b)*.

19 Although landlords could not be sued for reducing amenities due to the pandemic, some  
20 tenants began to demand concessions, because they were paying rent for amenities that were  
21 no longer available. Although some landlords *unilaterally* reduced their rents to appease those  
22 tenants, Santiago Villa did not follow that course. Instead, Santiago Villa negotiated  
23 “concession agreements” with its tenants, which provided for a reduction in monetary  
24 consideration, but only if the tenant honored the remaining terms of his or her rental agreement.  
25 Under those concession agreements, both Santiago Villa and the tenants received something  
26 of value.

27 Approximately eight months after the pandemic began, but almost a year before rent

1 control was adopted in Mountain View, the Petitioners applied to upgrade the mobilehome they  
2 were renting at Santiago Villa, moving from an older two-bedroom unit to a newer three-  
3 bedroom unit. Pursuant to the lease for that newer unit, their beginning rent was \$3,595 per  
4 month. At that same time, the Petitioners and the Parkowner entered into a “concession  
5 agreement,” which stated that if the Petitioners did not breach their new lease, the Parkowner  
6 would accept a monetary payment of only \$2,614.55 during eleven months of the twelve-month  
7 rental period. However, ***that concession agreement also made clear that if the Petitioners***  
8 ***breached their lease, they would be immediately required to pay the full \$3,595 per month,***  
9 ***in cash, as rent.***

10 Ten months after that new lease was entered into, the City of Mountain View adopted  
11 a rent control ordinance for mobilehome parks. That ordinance used the “rent” that was in  
12 effect on March 16, 2021 as the starting point for existing tenants. Again, of particular  
13 importance here, that ordinance specifically defined “rent” to include both monetary and  
14 nonmonetary consideration.

15 The Petitioners initiated these proceedings on November 16, 2022, claiming that their  
16 \$3,595 rent should be permanently reduced to the \$2,614.55 monetary payment they made in  
17 March of 2021, completely ignoring the nonmonetary consideration the Parkowner bargained  
18 for, and which all parties had previously agreed to value at \$980.45 per month. ( $\$2,614.55 +$   
19  $\$980.45 = \$3,595$ ).

20 The City’s hearing officer rejected the Petitioners’ claims, finding that the Rental  
21 Housing Committee’s regulations regarding “concessions” did not apply to tenancies  
22 commenced prior to March 16, 2021. However, the hearing officer did not address several of  
23 the other defenses raised by the Parkowner, including the plain language in the City’s  
24 ordinance, which defines “rent” to include both monetary and non-monetary consideration.

25 This memorandum will demonstrate that the hearing officer properly rejected the  
26 Petitioners’ claims, because the Committee’s regulations regarding concessions do not apply  
27 to tenancies commenced prior to March 16, 2021. However, even if the Committee were to

1 reverse that finding, the Petitioners’ claims must nevertheless be rejected under the rules of  
2 statutory construction, because “rent” is defined to include both “monetary and nonmonetary  
3 consideration” under the City’s own ordinance.

4 In this light, it must also be stressed that at hearing, the tenants admitted that they had  
5 ***breached*** their rental agreement, by engaging in commercial activity in their mobilehome. The  
6 fact that the Petitioners’ breached their agreement provides further support for the Parkowner’s  
7 position, as it clearly demonstrates the Parkowner did not unilaterally lower the rent, but  
8 received valuable non-monetary consideration, which could result in the Petitioners being  
9 required to reimburse the monetary concessions they previously received.

10 Finally, this memorandum will demonstrate that any attempt by the City to retroactively  
11 apply a rent control ordinance in a manner that transforms a temporary rent credit provided  
12 during the height of the COVID-19 pandemic into a permanent rent reduction of almost \$1,000  
13 per month violates the Contract Clause of the United States Constitution. Although it may be  
14 true that the hearing officer did not have the power to declare the City’s rent control laws  
15 unconstitutional on their face, the hearing officer had the authority to find they were  
16 unconstitutional “as applied” to the facts of this particular case. For all of these reasons, the  
17 Petitioners’ appeal must be rejected.

## 18 II. STATEMENT OF FACTS

19 Santiago Villa is a 358-space mobilehome park located at 1075 Space Parkway in  
20 Mountain View, California (“the Park”). It is owned by V.G. Investments, a California limited  
21 partnership (“the Parkowner”). (Exhibit A). It is managed by De Anza Properties and  
22 Maintenance, Inc., which manages residential and commercial facilities in several states,  
23 including California, Utah and Florida (“De Anza”). Maria Ahmad is responsible for managing  
24 all eight mobilehome parks in De Anza’s portfolio.

25 Santiago Villa contains an exceptional number of amenities, including a clubhouse with  
26 an auditorium, management offices, a lounge and reading area, and a billiards room. A  
27 separate building contains a gymnasium, laundry facilities and a covered car wash. Outdoor

1 facilities include a swimming pool, a spa, shuffleboard courts, horseshoe pits, a barbeque and  
2 picnic area, a swing set, and even a garden where tenants can grow their own fruits and  
3 vegetables. The Rental Housing Committee is encouraged to review the photographs of the  
4 Park that were submitted at the evidentiary hearing, to fully appreciate both the quality and the  
5 quantity of the many amenities offered at Santiago Villa. (Photo Exhibits 1 through 28).

6 The park is located only a few blocks from an entrance to Highway 101, in close  
7 proximity to the Shoreline Amphitheater and a number of high tech firms. Google's main  
8 campus is a little more than one mile from the entrance to the Park, and can be walked to in  
9 less than 20 minutes.

10 At most mobilehome parks in California, the tenants own the homes they live in, and  
11 rent the underlying space from the parkowner. At Santiago Villa, tenants own the homes at  
12 approximately 247 of the 358 spaces. The remaining 111 homes are owed by the Parkowner  
13 and rented out much like apartments would be.

14 The rental homes at Santiago Villa come in various sizes. Some were originally  
15 manufactured in the 1970s and 1980s, while others are new, or almost new, having been  
16 installed within the past ten years. The bigger, newer homes generally rent for more than the  
17 smaller, older homes. An appraisal in 2021 estimated the fair market value for the park-owned  
18 homes at Santiago Villa ranged from \$76,800 to \$394,060. (Exhibit B, Pg. 1).

19 The Petitioners, Elie Sfeir and Deena Donia, have been residents at the Park since at  
20 least 2013. During 2013 and 2014, they advised De Anza that they worked at Google, and it  
21 is believed Mr. Sfeir still does. (Exhibit D). They do not own their own mobilehome, but rent  
22 from the Parkowner. Since 2013, they have rented at least four different units, each time  
23 upgrading to a newer and more desirable unit. (Exhibits B and C). Several of the key  
24 characteristics of the four units the Petitioners have rented from the Parkowner at Santiago  
25 Villa over the years are summarized as follows:

26 //



Unit No.	Built	Move In Date	Max Rent	Size/Bedrooms	Fair Market Value
275	n/a	3/2013	\$1,995	2Brm	Demolished
194	1969	3/2013	\$2,145	2Brm	\$102,600
115	1997	5/2014	\$2,995	2Brm	\$176,800
203	2016	11/2020	\$3,774.75	3Bdrm	\$280,800

On February 26, 2020, the Center for Disease Control (“CDC”) confirmed the first case of Community Transmission of the COVID-19 virus in California. During February and early March of 2020, the Coronavirus spread throughout the United States, and much of the world. (Exhibit E).

On March 4, 2020, Governor Newsom declared a state of emergency due to the threat posed by COVID-19, thereby prohibiting evictions of residential tenants for 30 days. (Exhibit F). See also *Penal Code Section 396(f)*. On March 16, 2020, Governor Newsom extended the prohibition against evictions until May 31, 2020, with a penalty of up to one year in jail for landlords engaged in illegal evictions. See *Executive Order N-28-20*. (Exhibit G).

On March 17, 2020, Santiago Villa advised its residents of several precautions it was taking to help limit the transmission of the virus at the Park. Those precautions included closing the clubhouse for at least four weeks, eliminating in person communication with staff, and requiring rent to be paid at a “drop box,” rather than at the office. (Exhibit H). As the pandemic continued to spread across the United States, the closure of the clubhouse was extended indefinitely, with the swimming pool, spa and gym also being closed.<sup>1</sup>

On March 18, 2020, Governor Newsom advised the President of the United States that 25 million COVID-19 cases were expected in California by May 13, 2020. (Exhibit I). On March 19, 2020, Governor Newsom issued a “stay at home” order with respect to many non-

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<sup>1</sup>

Because the closing of residential amenities was deemed essential to public health, the California Legislature prohibited tenants from suing landlords based on the reduction or elimination of services or amenities pursuant to federal, state or local public health orders or guidelines. See *Civil Code Section 1942.9(b)*.

1 essential functions in California, to try and stop the spread of COVID-19. See *Executive Order*  
2 *N-33-20*. (Exhibit J).

3 On March 23, 2020, the Chief Justice of the California Supreme Court suspended jury  
4 trials throughout the state for 60 days. On April 6, 2020, the California Judicial Council  
5 amended the Rules of Court to prohibit unlawful detainer actions unless necessary to protect  
6 public health and safety. See *California Rules of Court, Emergency Rule 1*. (Exhibit K).

7 On May 22, 2020, the California Employment Development Department issued a report  
8 showing California’s April 2020 unemployment rate had increased to 15.5%, with a loss of  
9 2,344,700 non-farm jobs, as a “direct result of the impacts of the COVID-19 pandemic.”  
10 (Exhibit L).

11 On August 31, 2020, California adopted the COVID-19 Tenant Relief Act, which  
12 prevented landlords from evicting qualifying tenants who were unable to pay their rent for  
13 reasons related to COVID-19. See *AB 3088*. During the initial “transition time period,” from  
14 September 1, 2020 through January 31, 2021, qualifying tenants could not be evicted if they  
15 paid 25% of their rent by January 31, 2021, ***meaning landlords could be forced to accept***  
16 ***losses equal to 75% of the agreed to rent during that time frame***. See *Code of Civil*  
17 *Procedure Section 1179.04(a)(6)(2)*.

18 As the death toll mounted, millions were laid off, while millions more began to work  
19 remotely. As conditions worsened, many people began to leave densely populated and more  
20 expensive areas such as the Bay Area, and moved to more sparsely populated and less  
21 expensive areas, both in and out of California.

22 Santiago Villa was not immune from any of this. To the contrary, during the course of  
23 the pandemic, the number of vacant rental homes at the Park increased from 12 units in March  
24 of 2020 to 38 units in April of 2021. (Exhibit M). As a result, the Parkowner began negotiating  
25 “concession agreements” equal to up to three months rent with some of its tenants. However,  
26 unlike many landlords, the Parkowner’s concession agreements did ***not*** provide “free” rent.  
27 Rather, the “concession agreements” at Santiago Villa were contingent upon the tenant not

1 defaulting under any of the other terms of their rental agreement.

2 In short, although the tenants would pay less money each month, the Parkowner would  
3 also receive something of value. More specifically, for tenants who complied with the  
4 “concession agreement,” Santiago Villa would receive at least 75% of the rent in the form of  
5 monetary consideration, rather than the 25% the state of California was allowing tenants to pay.  
6 Again, however, if the tenant breached his or her lease, the tenant would be required to pay  
7 100% of their rent in the form of monetary consideration.

8 In May of 2020, the Petitioners advised Santiago Villa they did not want to renew their  
9 lease for another year, as they had in 2015, 2016, 2017, 2018 and 2019. Instead, they renewed  
10 their lease for only six months, even though the rent for a six-month lease was \$50 per month  
11 more than the rent for a one year lease. (Exhibit N). At that time, the Petitioners were still  
12 residing in a two bedroom unit at Space No. 115. Again, at that time there was no rent control  
13 for mobilehome parks in the City of Mountain View.

14 In or about November of 2020, the Petitioners advised management they wanted to  
15 move into a bigger, newer and far more valuable home, with three bedrooms. On November  
16 17, 2020, the Petitioners entered into a one year rental agreement with Santiago Villa for the  
17 unit at Space No. 203, with a beginning rent of \$3,595 per month, which was almost \$350  
18 below the HUD Fair Market Rent of \$3,943 for a three-bedroom unit in Santa Clara County  
19 during 2020. (Exhibit O and Exhibit P).

20 At that same time, the Petitioners and the Parkowner entered into an addendum, that  
21 provided for a rental concession of up to \$980.45 per month, for the eleven-month period from  
22 December 1, 2020 through October 31, 2021. (Exhibit Q). Again, however, that addendum  
23 did not entitle the Petitioners to \$980.45 per month in “free” rent. Rather, it was contingent  
24 upon the Petitioners not defaulting under any of the terms of their rental agreement. That  
25 addendum provided in relevant part as follows:

26 “In the event that the Lessee commits a default under the  
27 Rental Agreement, the Lessee hereby *agrees to reimburse the*  
*Lesser the total rent concession* provided to Lessee,

1 immediately on demand by Lesser, and such amount due  
2 Lesser shall be deemed *rent* under the Rental Agreement.”  
(Emphasis added). (Exhibit Q, Pg. 2).

3 On January 29, 2021, the state of California passed SB 91, extending the period during  
4 which qualifying tenants could not be evicted for failure to pay their rent for reasons related  
5 to COVID-19, until July 1, 2021. That bill also provided rental relief assistance from the  
6 government for qualifying tenants of up to 80% of the amount owed, *provided* the landlord  
7 agreed to waive the remaining 20% owed. See *Code of Civil Procedure Sections 1179.02,*  
8 *871.10 and 871.11, Civil Code Section 1947.3 and Health and Safety Code Section 50897.1(d).*

9 On June 28, 2021, the state of California adopted AB 832, extending the period during  
10 which qualifying tenants could not be evicted for failure to pay rent for reasons related to  
11 COVID-19, until October 1, 2021. See *Code of Civil Procedure Section 1179.03(c)(6).*

12 Three months later, on September 28, 2021, the City of Mountain View adopted a  
13 Mobile Home Rent Stabilization Ordinance (“the Ordinance”). (Exhibit R). Although the  
14 Ordinance did not go into effect until October 28, 2021, the City established the “base rent”  
15 date retroactively for most tenancies to March 16, 2021, some four months *after* the Petitioners  
16 had entered into their lease for the unit at Space No. 203. Again, however, the Ordinance  
17 defined “rent” to include monetary *and* nonmonetary consideration. (Exhibit R, Pg. 4).

18 On or about November 16, 2022, Elie Sfeir and Deena Donia initiated these proceedings  
19 with the City of Mountain View. Although their lease was entered into ten months before the  
20 Ordinance was adopted, and four months before the March 16, 2021 “base date,” the Petitioners  
21 sought to have their rent permanently reduced by more than \$900 per month, or more than  
22 \$11,000 per year. The Petitioners sought that permanent reduction even though they  
23 specifically agreed the concession would end in November of 2021. The Petitioners also  
24 sought that permanent reduction even though it would result in a rent far *below* the rent for the  
25 older, smaller two bedroom unit they had moved out of in November of 2020, and even further  
26 *below* the HUD Fair Market Rent for three bedroom units in that region. (Exhibit C and  
27 Exhibit P).

1 The Petitioners' claims are without merit for several reasons. In addition to the reasons  
2 set forth in the hearing officer's decision, the Petitioners have completely ignored the definition  
3 of "rent" in the Ordinance, which includes both monetary and nonmonetary consideration. As  
4 the Petitioners specifically agreed their promise not to default was worth \$980.45 per month,  
5 the monetary and nonmonetary consideration for Space No. 203 totaled \$3,595 per month, and  
6 not a penny less.

7 Next, the Petitioners' claims are contrary to the stated policy of the state of California,  
8 which does not include concessions when calculating "rent" for rent control purposes. In  
9 addition, any attempt by the City to retroactively convert a temporary rent concession into a  
10 permanent rent reduction would violate the Contract Clause of the United States Constitution,  
11 especially given the fact that the temporary rent concession would not have been agreed to but  
12 for the death and economic destruction caused by the COVID-19 pandemic. Finally, it was  
13 discovered at the hearing that the Petitioners had breached their rental agreement, by engaging  
14 in commercial activity at the park, so their right to a monetary concession no longer existed.

### 15 III. ARGUMENT

#### 16 **A. The Tenants' Petition is Flawed Because it Ignores the** 17 **Definition of "Rent" in the City's Mobilehome Rent** 18 **Stabilization Ordinance.**

19 Issues of statutory construction present "questions of law." *Coburn v. Sieverrt* (2005)  
20 133 Cal. App. 4<sup>th</sup> 1483, 1492. The primary rule of statutory construction is that "if the statute  
21 is plain, the courts may not go beyond it to find another meaning." *Edington v. County of San*  
22 *Diego* (1981) 118 Cal. App. 3d 39, 46.

23 Where the Legislature has employed a term in one place, but excluded it in another, it  
24 may not be implied where excluded. *Wilson v. City of Laguna Beach* (1992) 6 Cal. App. 4<sup>th</sup>  
25 543, 554. Of particular relevance here, the courts may not ignore specific definitions provided  
26 by the law itself. *Faulder v. Mendocino County Bd. of Supervisors* (2006) 144 Cal. App. 4<sup>th</sup>  
27 1362, 1371.

28 In this case, Section 46.2(t) of the Ordinance defines "rent" to include both monetary  
SANTIAGO VILLA'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF HEARING  
OFFICER'S DECISION AND IN SUPPORT OF TENTATIVE DECISION. Case No. M22230001

1 payments and nonmonetary consideration. Section 46.2(t) provides in relevant part as follows:

2 “Rent” means the sum of all periodic payments and all  
3 nonmonetary consideration provided to a Park Owner for  
4 the use and occupancy of a Mobile Home Space or a Mobile  
5 Home Landlord for the use and occupancy of a Mobile  
6 Home. . . including but not limited to, the fair market value  
7 of goods accepted, labor performed or services rendered.”  
8 (Exhibit R, Pg. 4).

6 Even if the City could apply its law to invalidate contracts entered into before its Mobile  
7 Home Rent Stabilization Ordinance was adopted, the City cannot ignore the definition of “rent”  
8 in Section of 46.2(t) of its own ordinance. Because the total of the monetary and nonmonetary  
9 consideration for Space No. 203 was \$3,595 each and every month from December of 2020  
10 through November of 2022, including March of 2021, the tenants’ petition must be rejected.

11 **B. Forbearance of a Right is Valuable Consideration**  
12 **Under California Law.**

12 The state of California has long recognized that forbearance of a right is valuable  
13 consideration. As stated by the Court in *Healy v. Brewster* (1967) 251 Cal. App. 2d 541, 551:

14 “Forbearance to make use of some legal remedy is sufficient  
15 consideration for a promise. Also forbearance to press a  
16 claim or a promise of such forbearance, may be sufficient  
17 consideration even though the claim is wholly ill founded.”

17 During the height of the COVID-19 pandemic, the state of California found that  
18 millions of tenants were in danger of losing their homes, based on their inability to pay rent.  
19 To limit the number of people losing their homes, all three branches of government worked to  
20 provide tenants with rights that had not previously existed, including (1) protection from  
21 unlawful detainer actions, (2) the right to withhold rent for up to two years, (3) immunity from  
22 late fees, and (4) mandatory landlord participation in rental assistance programs. (A summary  
23 of those rights is set forth in Appendix A to this brief; See also Exhibits Y and Z).

24 As a result of the uncertainty caused by the pandemic and the new burdens imposed on  
25 landlords by the state of California, Santiago Villa agreed to accept nonmonetary consideration  
26 for part of the rent, provided the tenants honored the remaining terms of their rental  
27 agreements. However, if a tenant did not honor the remaining terms of his or her rental

1 agreement, the tenant would be required to pay their rent entirely in cash, rather than partially  
2 in cash, and partially as nonmonetary consideration.

3 With respect to Space No. 203, the Parkowner and the Petitioners agreed that the fair  
4 market value for the rental was \$3,595 per month for the *twelve (12)* month period from  
5 November 17, 2020 through November 17, 2021. (See Exhibit O). However, the Parkowner  
6 and the Petitioners also agreed that the monetary portion of the rent would be reduced by  
7 \$980.45 per month during the *eleven (11)* month period from December 1, 2020 through  
8 October 31, 2021, ***provided*** the Petitioners did not default on their obligations under their rental  
9 agreement. (See Exhibit Q).

10 On the other hand, if the Petitioners (1) did not honor their other obligations, (2) failed  
11 to pay the monetary portion of the rent, (3) forced the Parkowner to participate in rent subsidy  
12 programs, and/or (4) vacated the premises, the Petitioners would be required to pay their entire  
13 \$3,595 rental obligation in cash, as in each of those cases the Parkowner would not have  
14 received the benefit of its bargain with the Petitioners.

15 At the time the November 17, 2020 rental agreement was entered into, neither party  
16 knew whether the Petitioners would honor their obligations under the rental agreement, quit  
17 their jobs, decide to move to a less populated area, vacate the premises, or take advantage of  
18 one or more of the new rights the state of California had bestowed on every residential tenant  
19 in the state.

20 The Petitioners did not vacate the premises or exercise any of the new rights provided  
21 to them by the state of California during the pandemic. To the contrary, the Petitioners  
22 provided monetary and/or nonmonetary compensation to the Parkowner totaling \$3,595 per  
23 month from December of 2020 through October of 2021, including in March of 2021.  
24 Although each of those payments are documented in Appendix B to this brief, the monetary  
25 and nonmonetary “rent” paid by the Petitioners during March of 2021 is also set forth here:

Month	Monetary Consideration	Nonmonetary Consideration	Total "Rent" Per Section 46.2(t)
March 2021	\$2,614.55	\$980.45	\$3,595.00

On November 1, 2021, the agreement to accept nonmonetary consideration for part of the rent at Space No. 203 expired. Accordingly, the Petitioners paid the entire \$3,595 rent for November of 2021, using only monetary consideration.

On or about November 17, 2021, the Parkowner and the Petitioners entered into another agreement, whereby the \$3,595 rent from December of 2021 through November 16, 2022 would be allocated \$3,295 per month to monetary consideration and \$300 per month to nonmonetary consideration. (Exhibit S). Again, however, the parties agreed that the entire rent must be paid in cash if the Petitioners breached the agreement, which they had the right to do under the new laws passed by the state of California. (See Exhibit T).

Because forbearance of those rights is valuable consideration under California law, the Petitioners' claims must be rejected. This is particularly obvious in this case, because at the hearing the Petitioners admitted to engaging in business and commercial activity in their mobilehome, in violation of their rental agreement, the park's rules and regulations, and the concession agreement. (See Exhibit O, pg. 12, ¶ 33; Exhibit CC, pg. 5 ¶ 8 and Exhibit Q).<sup>2</sup>

**C. The Committee's Regulations Regarding Concessions Do Not Apply to Tenancies Commenced Prior to March 16, 2021.**

As demonstrated above, where the Legislature has employed a term in one place, but excluded it in another, it may not be implied where excluded. *Wilson v. City of Laguna Beach* (1992) 6 Cal. App. 4<sup>th</sup> 543, 554. In this case, the Rental Housing Committee adopted a

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<sup>2</sup>

The statute of limitations for breach of contract is four years. See *Code of Civil Procedure Section 337*. Although the Parkowner would prefer not to sue the Petitioners based on their breach of the rental agreement, the Parkowner reserves the right to enforce the concession agreement, should it become necessary to do so.



1 Resolution on July 18, 2022, amending the definition of “Base Rent.” (Exhibit U).

2 Part I of the amended definition applies to tenancies commenced on or before March  
3 16, 2021, but makes no mention of “rent concessions.” Part II applies to tenancies commenced  
4 after March 16, 2021, and attempts to provide tenants with a permanent rent reduction for  
5 rental “concessions” in tenancies commenced after that date. Under the rules of statutory  
6 construction, the provision for “concessions” in Part II of the Resolution cannot be implied or  
7 imputed to Part I of the Resolution.

8 In short, even if the Rental Housing Committee’s treatment of “concessions” in Part II  
9 is constitutional, it could not be applied in Part I, which applies to tenancies commenced on or  
10 before March 16, 2021. Because the Petitioners’ tenancy at Space No. 203 commenced in  
11 November of 2020, Part II of the July 22, 2022 Resolution simply does not apply in this case.  
12 See also *Ocean Park Associates v. Santa Monica Rent Board* (2004) 114 Cal. App. 4<sup>th</sup> 1050,  
13 1065 (“[A]n administrative agency may not, under the guise of its rule making power . . . act  
14 beyond the powers given to it by the statute which is the source of its power.”).

15 **D. The Petitioners’ Interpretation of the Ordinance and**  
16 **the Regulations are Contrary to California’s Stated Policy**  
**Regarding Concessions.**

17 Rental concessions have been used by landlords throughout California for decades,  
18 including in and around San Jose, Sunnyvale and Mountain View. Over the years, such  
19 concessions have taken many forms, ranging from television sets and microwave ovens to gift  
20 cards and rent credits. As the Parkowner demonstrated at the hearing, concessions are also  
21 used in mobilehome parks to enable tenants to provide services to pay all or part of their rent,  
22 including closing recreational facilities at night, picking up trash in the common areas, or citing  
23 illegally parked vehicles.

24 In 2019, the state of California adopted the Tenant Protection Act. See *Civil Code*  
25 *Section 1947.12*. That provision placed rent controls on the overwhelming majority of  
26 residential rental properties that were not already subject to some form of local rent control.

1 That provision also recognized the longstanding use of rent concessions in California,  
2 specifically stating they could ***not*** be considered when establishing the “base rent” for annual  
3 rent increases under the Tenant Protection Act. The Tenant Protection Act addressed that issue  
4 as follows:

5 “[A]n owner of residential real property shall not, over the  
6 course of a twelve month period, increase the gross rental rate  
7 for a dwelling or unit more than 5 percent plus the percentage  
8 change in the cost of living, or 10 percent, whichever is lower  
9 . . . In determining the lowest gross rental amount pursuant to  
10 this section, ***any rent discounts, incentives, concessions, or***  
11 ***credits*** offered by the owner of such unit of residential rental  
12 property and accepted by the tenant ***shall be excluded.***”  
13 (Emphasis added).

14 The COVID-19 pandemic resulted in the closure of non-essential businesses throughout  
15 the United States, with millions of essential and non-essential workers losing their jobs, and  
16 millions more allowed by their employers to work remotely. Many of those workers left the  
17 Bay Area for reasons directly related to the Coronavirus, including the search for safer and less  
18 expensive places to live and work.

19 The COVID-19 pandemic also resulted in a significant and unexpected increase in  
20 vacancy rates throughout the Bay Area. In order to limit an unprecedented loss of rental income  
21 at the height of the pandemic, Santiago Villa negotiated monetary concessions equal to three  
22 (3) months rent with a number of its tenants, which the tenant could take in three consecutive  
23 installments, or spread out over twelve months, ***provided*** the tenant did not breach his or her  
24 remaining obligations under the rental agreement.

25 At the time the Petitioners commenced their tenancy at Space No. 203, there was ***no***  
26 rent control ordinance for mobilehome parks in Mountain View. Moreover, the policy of the  
27 state of California was to “exclude” concessions when calculating “base rent” under the Tenant  
28 Protection Act. As a result, there was no reason to believe negotiating temporary rental  
concessions in response to a deadly global pandemic would lead to permanent rent reductions,  
resulting in millions of dollars in losses. As will be demonstrated in Section F of this brief, that

1 fact is particularly important with respect to the Parkowner's rights under the Contract Clause  
2 of the United States Constitution.

3 **E. Any Attempt to Set the Petitioners' Rent Based on the**  
4 **Amount Paid is Preempted by California Law.**

5 Neither the City of Mountain View nor the Rental Housing Committee may adopt  
6 ordinances or regulations that are contrary to California law. See *Tri-County Apartment*  
7 *Association v. City of Mountain View* (1987) 196 Cal. App. 3d 1283, 1293-1294.

8 The Rental Housing Committee has adopted a Resolution, purporting to establish the  
9 base rent based on the amount "paid by the Mobile Home Owner or Mobile Tenant." (Exhibit  
10 U, Pg. 3). As demonstrated above, that section of the Resolution does not apply in this case,  
11 because the Petitioners' tenancy at Space No. 203 commenced prior to March 16, 2021.  
12 However, even if that Section applied to the Petitioners, it would clearly be unconstitutional,  
13 because California law allows landlords to either evict tenants who do not pay their rent, or sue  
14 them for breach of contract. See *Civil Code Section 798.56(e)* and *Code of Civil Procedure*  
15 *Sections 337 and 1161.*

16 If the Committee's Resolution was valid, any tenant who did not pay "rent" in March  
17 of 2021 would have a "base rent" of \$0.00, and would be entitled to live at Santiago Villa rent  
18 free in perpetuity, immune from any action for unlawful detainer, breach of contract, or even  
19 an inflationary rent increase, as multiplying \$0.00 by the Consumer Price Index would result  
20 in a \$0.00 rent increase. Of course, this would be true for all tenants who did not pay their rent  
21 in March of 2021, regardless of whether they were impacted by COVID-19.<sup>3</sup>

22 Such a policy would not only be preempted by California law, it would result in a

23 \_\_\_\_\_  
24 3

25 According to the California Department of Housing and Community Development ("HCD"),  
26 more than 271,000 households had applied for COVID-19 rental relief as of February of 2022,  
27 receiving more than \$2.7 billion in assistance, with more than \$30 million going to tenants in  
28 Santa Clara County. (See Exhibit V, Pgs. 1 and 12).

SANTIAGO VILLA'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF HEARING  
OFFICER'S DECISION AND IN SUPPORT OF TENTATIVE DECISION. Case No. M22230001

1 taking under the Fifth and Fourteenth Amendments of the United States Constitution. *Kaiser*  
2 *Aetna v. United States*, (1979) 444 U.S. 164, 179-180. See also *Cedar Point Nursery v. Hassid*  
3 (2021) 141 S. Ct. 2063, 2072-2074, 2077-2078. Accordingly, the Committee must reject any  
4 claim that the Petitioners’ rent may be determined by the dollar amount “paid,” as opposed to  
5 the **total** of the monetary **and** nonmonetary consideration agreed to by the Parkowner and the  
6 Petitioners. *Ocean Park Associates v. Santa Monica Rent Board* (2004) 114 Cal. App. 4<sup>th</sup>  
7 1050, 1065 (“[A]n administrative agency may not, under the guise of its rule making power .  
8 . . . act beyond the powers given to it by the statute which is the source of its power.”).

9 **F. Any Attempt to Convert a Temporary Concession**  
10 **Agreed to Prior to the Adoption of Rent Control into a**  
11 **Permanent Rent Reduction is Unconstitutional.**

12 The Contract Clause of the United States Constitution provides that “No state shall .  
13 . . . pass any . . . law impairing the obligation of contracts.” *U.S. Const., Art. I, Section 10*.  
14 Although many exceptions to the Contract Clause have been carved out since 1787, the  
15 Supreme Court continues to recognize that if it is to have meaning, “it must be understood to  
16 impose *some* limits upon the power of a State to abridge existing contractual relationships,  
17 even in the exercise of its otherwise legitimate police power.” *Allied Structural Steel Co. v.*  
18 *Spannaus*, 438 U.S. 234, 242 (1978). (Emphasis in original).

19 In *Allied Structural Steel*, the Supreme Court held that the government’s attempt to  
20 retroactively transform a temporary pension plan into a permanent pension plan violated the  
21 Contract Clause. In making that determination, the Court found that the government’s  
22 attempted transformation of the pension plan could not be allowed for the following reasons:

23 “The law was not even purportedly enacted to deal with a  
24 broad, generalized economic or social problem. [citation  
25 omitted]. It did not operate in an area already subject to state  
26 regulation at the time the company’s contractual obligations  
27 were originally undertaken, but invaded an area never before  
28 subject to regulation by the State. [citation omitted]. It did  
29 not effect simply a **temporary** alteration of the contractual  
30 relationships of those within its coverage, **but worked a**  
31 **severe, permanent and immediate change in those**

1                    *relationships – irrevocably and retroactively.* [citations  
2                    omitted]. And its narrow aim was leveled, not at every  
3                    employer . . . but only at those who had in the past been  
4                    sufficiently enlightened as voluntarily to agree to establish  
5                    pension plans for their employees.” (*Id.* at 250). (Emphasis  
6                    added).

7                    In this case, the Parkowner’s agreement to allow the rent to be paid with both monetary  
8                    and nonmonetary consideration did **not** create a social or economic problem. To the contrary,  
9                    that agreement helped **cure** social and economic problems brought about by a global pandemic,  
10                    that caused many tenants to leave the Bay Area, and many more to experience a temporary  
11                    decrease or loss of income.

12                    Second, there was **no** rent control for mobilehome parks in Mountain View at the time  
13                    the rental agreement was entered into, let alone a law prohibiting nonmonetary consideration.  
14                    Moreover, when the City of Mountain View adopted rent control in September of 2021, it  
15                    specifically defined “rent” to include both monetary **and** nonmonetary consideration.

16                    Third, any attempt to include concessions when determining the “base rent” for park-  
17                    owned mobilehomes would not be consistent with California law regarding concessions. In  
18                    fact, such an attempt would directly contradict the policy set forth in the Tenant Protection Act,  
19                    which specifically excludes concessions when determining base rent for purposes of calculating  
20                    annual rent increases.

21                    Fourth, and perhaps most important, although the Parkowner’s agreement to allow part  
22                    of the rent to be paid by nonmonetary consideration was clearly designed to provide a  
23                    temporary contractual benefit, the Petitioners are asking the City to turn it into **a permanent**  
24                    **and significant contractual benefit**, which would impact the income produced by park-owned  
25                    homes at Santiago Villa for years to come.

26                    For example, if the Petitioners remain at Space No. 203 for ten years, a permanent  
27                    \$980.45 loss in monetary consideration would result in a loss of income of at least \$117,654,  
28                    and a loss in value with a .06 capitalization rate of at least \$196,000. This is particularly

1 important here, because since the outbreak of COVID-19, the two Mountain View mobilehome  
2 parks managed by De Anza have provided tenants with concessions totaling more than  
3 \$575,000.

4 Depending on whether the capitalization rate is .04, .05, or .06, converting those  
5 temporary concessions into permanent rent reductions could would result in millions of dollars  
6 in losses in fair market value at those two properties, calculated as follows:

<b>Park</b>	<b>Concessions</b>	<b>.04 Capitalization Rate</b>	<b>.06 Capitalization Rate</b>
Santiago Villa	\$298,741.86	\$7,468,547	\$4,979,031
Sahara Village	\$276,720.30	\$6,913,675	\$4,612,005
<b>Total</b>	<b>\$575,462.16</b>	<b>\$14,382,222</b>	<b>\$9,591,036</b>

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11 Finally, as in *Allied Structural Steel*, the City's regulations are ***not*** aimed at all of the  
12 rentals in all of the mobilehome parks in Mountain View. They are aimed only at nonmonetary  
13 consideration in excess of one month's rent, which was provided almost entirely, if not  
14 exclusively, by the two mobilehome parks managed by De Anza, resulting in a violation of the  
15 due process and equal protection clauses of the Fifth and Fourteenth Amendments to the United  
16 States Constitution. *Armendariz v. Penman* (9<sup>th</sup> Cir 1996) 75 F. 3d 1311, 1326; *Sierra Lake*  
17 *Reserve v. City of Rocklin* (9<sup>th</sup> Cir. 1991) 938 F. 2d 951, 957-958.

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**G. The Hearing Officer and the Rental Housing  
Committee Have the Authority to Determine Whether the  
Law Has Been Applied in a Manner that is  
Unconstitutional.**

21 The hearing officer found she did not have the authority to declare the City's  
22 regulations unconstitutional, even if the requested roll-back resulted in a violation of the  
23 Parkowner's constitutional rights. Although it may be true that an administrative agency  
24 cannot declare a law unconstitutional on its face, administrative agencies can prevent a law  
25 from being applied in a manner that results in the denial of a constitutional rights. In fact, that  
26 happens all the time in rent control proceedings.

1 More specifically, the owners of rent controlled properties have a constitutional right  
2 to a fair return on investment. *Birkenfeld v. City of Berkeley* (1976) 17 Cal. 3d 129, 165. As  
3 a result, administrative agencies regularly conduct hearings to determine whether a particular  
4 property is generating a fair return, based on a number of factors, including expert testimony.  
5 *Whispering Pines Mobilehome Park, Ltd. v. City of Scotts Valley* (1986) 180 Cal. App. 3d 152,  
6 160-161. Just as an administrative agency has the authority to determine whether a rent control  
7 ordinance has been applied in a manner that deprives an owner of its constitutional right to a  
8 fair return, administrative agencies may determine whether an ordinance has been applied in  
9 a manner that deprives an owner of its constitutional rights under the Contract Clause.

10 **H. The Parkowner and De Anza Reserve All of Their**  
11 **Rights, Including Their Right to Enforce the Concession**  
12 **Addendum at Any Space at Santiago Villa or Sahara**  
13 **Village Where Tenants Have Defaulted on Their Lease.**

14 The COVID-19 pandemic resulted in death and severe physical, emotional and  
15 economic harm to millions of Americans, including the owners of Santiago Villa and Sahara  
16 Village. During that period, De Anza worked tirelessly to prevent tenants from being evicted,  
17 even though some of them were thousands of dollars behind in their rent, with one tenant being  
18 more than **\$57,000** in arrears. During that same period, De Anza negotiated rent concessions  
19 with dozens of tenants, totaling more than \$575,000. Of course, De Anza also took steps to  
20 limit the spread of the Coronavirus, while at the same time endeavoring to restore amenities  
21 and services as soon as it was safe to do so. (Exhibit W).

22 Like the overwhelming majority of people throughout this Country, and all around the  
23 world, the Parkowner and De Anza would prefer to put the pandemic behind them.  
24 Unfortunately, the Petitioners are attempting to take advantage of the temporary monetary  
25 concessions that were agreed to because of COVID-19, to obtain permanent and unwarranted  
26 windfalls, which could result in years of costly, stressful and time consuming litigation for all  
27 concerned, including dozens of other tenants in Mountain View. As demonstrated above, the

1 Petitioners are doing this, while simultaneously ignoring (1) the non-monetary consideration  
2 the Parkowner bargained for, and (2) the admitted breach of their concession agreement with  
3 the Parkowner.

4 As the potential financial losses for Santiago Villa and Sahara Village could total  
5 millions of dollars, the Parkowner and De Anza must reserve all of their rights, including their  
6 right to enforce the concession addendum against any resident who has breached his or her  
7 rental agreement at any time since the pandemic began. Although the Parkowner would prefer  
8 not to become involved in breach of contract or unlawful detainer proceedings with respect to  
9 each of its tenants who breached the concession agreement by not paying the full amount  
10 owing, or engaging in commercial activity in their mobilehome, the Parkowner must reserve  
11 that right, because literally millions of dollars could be at stake should the Petitioners continue  
12 to pursue their claims.

13 In this light, it must be noted that the hearing officer attempted to adjudicate the  
14 Parkowner's potential claims against the Petitioners, based on their breach of their  
15 rental agreement. As the California Supreme Court made clear long ago, rent control  
16 agencies do *not* have jurisdiction to adjudicate "a landlord's common law counterclaims  
17 . . . against a tenant," because doing so would violate the judicial powers clause of the  
18 California Constitution. *McHugh v. Santa Monica Rent Control Board* (1989) 49 Cal.  
19 3d 348, 374-375.

20 This is especially true where, as here, (1) the Parkowner did not file a cross  
21 complaint against the Petitioners, (2) the Petitioners' breach was not discovered until  
22 the hearing on the merits, and (3) the hearing officer allowed the Petitioners to refuse  
23 to answer additional questions concerning their breach. Again, although the Parkowner  
24 would prefer not to become involved in a breach of contract action with the Petitioners,  
25 the Parkowner reserves all of its rights, and objects in the strongest possible terms to the  
26 hearing officer's attempt to adjudicate that potential claim.



1 **I. The Parkowner Was Legally Entitled to Increase the**  
2 **Rent by 5% Effective November 17, 2022.**

3 Under Sections 46.5 and 46.6 of the Ordinance, parkowners are entitled to increase  
4 rents once each year, beginning on September 1, 2022. According to those same Sections,  
5 those rent increases are based on the percentage change in Consumer Price Index for the San  
6 Francisco-Oakland-Hayward Region, All Urban Consumers, from February to February, with  
a minimum increase of 2% and a maximum increase of 5%.

7 The Consumer Price Index increased by 5.2% between February of 2021 and  
8 February of 2022, from 304.387 to 320.195. Because 5.2% is more than 5%, the Parkowner  
9 was entitled to increase the rent at Space No. 203 by 5%. Accordingly, the Petitioners' rent  
10 was increased to \$3,774.75, effective November 17, 2022. (Exhibit X).

11 Because both the state and federal government have indicated the pandemic is over, and  
12 because most of the COVID-19 programs for landlords and tenants have ended, the Parkowner  
13 is no longer accepting nonmonetary consideration as part of the rent for Space No. 203. As a  
14 result, the Petitioners must now pay their rent entirely with monetary consideration, at the rate  
15 of \$3,774.74 per month.

16 **IV. CONCLUSION**

17 During the COVID-19 pandemic the state of California provided tenants with many  
18 rights that did not previously exist, including protection from unlawful detainer actions, the  
19 right to withhold rent for up to two years, immunity from late fees, and mandatory landlord  
20 participation in rental assistance programs. (See Exhibits Y and Z). As a result of those new  
21 rights, landlords were faced with the potential for crippling economic losses, plus increased  
22 expenditures for attorneys' fees and management expenses.

23 In an attempt to avoid the negative consequences of COVID-19 and the losses  
24 associated with California's new laws, the Parkowner agreed to *temporarily* reduce the  
25 monetary component of the Petitioners' "rent," provided the Petitioners did not breach the  
26

1 remaining terms of their rental agreements. At the time the Parkowner entered into that  
2 agreement, there was no rent control for mobilehome parks in the City of Mountain View.

3 The City did not adopt rent control for mobilehome parks until September of 2021, long  
4 after the Parkowner began agreeing to concessions in response to the COVID-19 pandemic.  
5 Sadly, the Petitioners, who are young and well paid employees in the tech industry, are  
6 attempting to convert those temporary concessions into permanent rent reductions, potentially  
7 exposing the Parkowner to millions of dollars in losses.

8 In attempting to obtain an unwarranted windfall, the Petitioners have ignored the fact  
9 that the Ordinance defines “rent” to include monetary and nonmonetary consideration. Because  
10 the parties agreed that the monetary and nonmonetary consideration for Space No. 203 would  
11 total \$3,595 per month, the Petitioners’ claims must be rejected. This is especially true because  
12 any attempt by the City to retroactively convert those concessions into permanent rent  
13 reductions would not only be contrary the Ordinance and the guidelines, it would violate  
14 Californian public policy, and the Contract Clause of the United States Constitution

15 For all of the above reasons, the hearing officer’s decision must be affirmed and the  
16 Petitioners’ claims regarding the “rent” at Space No. 203 must be rejected.

17 Dated: August 16, 2023

Respectfully submitted.

18  
19 /s/ Anthony C. Rodriguez  
20 Anthony C. Rodriguez  
21 Attorney for the Respondent  
22  
23  
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**APPENDIX A**  
**(Timeline of COVID-19 Pandemic**  
**and New Procedures Established by the State of California)**

1  
2  
3 **February 26, 2020:** CDC confirms first case of Community Transmission of COVID-19 virus  
4 in California.

5 **March 4, 2020:** Governor Newsom declares a state of emergency in California due to the  
6 threat posed by COVID-19.

7 **March 16, 2020:** Governor Newsom extends the prohibition against evictions in California  
8 under Penal Code Section 396(f) until May 31, 2020, with a penalty of up to one year in jail  
9 for landlords engaged in illegal evictions. See *Executive Order N-28-20*.

10 **March 17, 2020:** Santiago Villa implements COVID-19 safety measures, including closing the  
11 clubhouse and terminating in person contact with staff.

12 **March 18, 2020:** Governor Newsom advises the President of the United States that 25 million  
13 COVID-19 cases are expected in California by May 13, 2020.

14 **March 19, 2020:** Governor Newsom issues a “stay at home” order with respect to many non-  
15 essential functions in California, to stop the spread of COVID-19. See *Executive Order N-33-*  
16 *20*.

17 **March 23, 2020:** The Chief Justice of the California Supreme Court suspends jury trials in  
18 California for 60 days, due to COVID-19.

19 **April 6, 2020:** The California Judicial Council amends the California Rules of Court to  
20 prohibit unlawful detainer actions unless necessary to protect public health and safety. See  
21 *California Rules of Court, Emergency Rule 1*.

22 **May 22, 2020:** California Employment Development Department issues a report showing  
23 California’s April 2020 unemployment rate increased to 15.5%, with a loss of 2,344,700 non-  
24 farm jobs, as a “direct result of the impacts of the COVID-19 pandemic.”

25 **August 31, 2020:** AB 3088 - COVID-19 Tenant Relief Act prevents landlords from evicting  
26 qualifying tenants who are unable to pay their rent for reasons related to COVID-19. During

1 the “transition time period,” from September 1, 2020, through January 31, 2021, qualifying  
2 tenants cannot be evicted if they pay 25% of their rent by January 31, 2021. See *Code of Civil*  
3 *Procedure Section 1179.04*.

4 **November 17, 2020:** *The Petitioners move into a newer, larger and more valuable home and*  
5 *enter into 12 month rental agreement for Space No. 203 with a beginning contract rent of*  
6 *\$3,595.00, which is to be paid by both monetary and nonmonetary consideration.*

7 **January 29, 2021:** SB 91 - Extends the period during which qualifying tenants cannot be  
8 evicted for failure to pay rent for reasons related to COVID-19 from February 1, 2021 to July  
9 1, 2021. It also provides rental relief assistance from the government for qualifying tenants of  
10 up to 80% of the amount owed, provided the landlord waives the remaining 20%. Requires  
11 landlords to assist tenants in obtaining rental assistance from governmental entities, and limits  
12 the recovery of attorneys fees in contested matters to \$1,000. See *Code of Civil Procedure*  
13 *Sections 1179.02, 871.10 and 871.11, Civil Code Section 1947.3 and Health and Safety Code*  
14 *Section 50897.1(d)*.

15 **June 28, 2021:** AB 832 - Extends the period during which qualifying tenants cannot be sued  
16 for failure to pay rent for reasons related to COVID-19, to October 1, 2021. See *Code of Civil*  
17 *Procedure Section 1179.02*.

18 **September 28, 2021:** The City of Mountain View adopts a Mobile Home Rent Stabilization  
19 Ordinance, which defines “rent” to include monetary and nonmonetary consideration.

20 **November 17, 2021:** *Petitioners renew their 12 month rental agreement for Space No. 203*  
21 *with a beginning contract rent of \$3,595.00, which is to be paid by both monetary and*  
22 *nonmonetary consideration.*

23 **February 9, 2022:** SB 115 - Increases rental relief assistance from the government for  
24 qualifying tenants up to 100% of unpaid rent from April 1, 2020 through March 31, 2022.  
25 Landlords cannot evict eligible tenants for unpaid rent unless the landlord first applies for back  
26 rent through the California COVID-19 Rent Relief Program.

1 **March 31, 2022:** AB 2179 - Extends the period by which qualifying tenants cannot be evicted  
2 through June 30, 2022, provided there is a pending application for rental assistance on file  
3 under the California COVID-19 Rent Relief Program. See *Code of Civil Procedure Section*  
4 *1179.03*.

5 **October 12, 2022:** *The rent for Space No. 203 is increased by 5% effective November 17,*  
6 *2022, from \$3,595 to \$3,774.75, pursuant to Section 46.5 and other provisions of the City of*  
7 *Mountain View Mobile Home Rent Stabilization Ordinance.*

8 **November 16, 2022:** Elie Sfeir and Deena Donia initiate these proceedings with the City of  
9 Mountain View.

10 **December 4, 2022:** As of December 4, 2022, approximately 96,614 people in California had  
11 died due to COVID-19. (Exhibit AA).

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**APPENDIX B**

**Rent for Space No. 203  
(Monetary and Nonmonetary Consideration)**

<b>Month</b>	<b>Monetary Consideration</b>	<b>Nonmonetary Consideration</b>	<b>Total "Rent" Per Section 46.2(t)</b>
11/17/20-11/30/20	\$1,677.67 (14 days)	\$0.00	\$1,677.67
December 2020	\$2,614.55	\$980.45	\$3,595.00
January 2021	\$2,614.55	\$980.45	\$3,595.00
February 2021	\$2,614.55	\$980.45	\$3,595.00
March 2021	\$2,614.55	\$980.45	\$3,595.00
April 2021	\$2,614.55	\$980.45	\$3,595.00
May 2021	\$2,614.55	\$980.45	\$3,595.00
June 2021	\$2,614.55	\$980.45	\$3,595.00
July 2021	\$2,614.55	\$980.45	\$3,595.00
August 2021	\$2,614.55	\$980.45	\$3,595.00
September 2021	\$2,614.55	\$980.45	\$3,595.00
October 2021	\$2,614.55	\$980.45	\$3,595.00
November 2021	\$3,595.00	\$0.00	\$3,595.00
December 2021	\$3,295.00	\$300.00	\$3,595.00
January 2022	\$3,295.00	\$300.00	\$3,595.00
February 2022	\$3,295.00	\$300.00	\$3,595.00
March 2022	\$3,295.00	\$300.00	\$3,595.00
April 2022	\$3,295.00	\$300.00	\$3,595.00
May 2022	\$3,295.00	\$300.00	\$3,595.00
June 2022	\$3,295.00	\$300.00	\$3,595.00
July 2022	\$3,295.00	\$300.00	\$3,595.00
August 2022	\$3,295.00	\$300.00	\$3,595.00
September 2022	\$3,295.00	\$300.00	\$3,595.00
October 2022	\$3,295.00	\$300.00	\$3,595.00

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11/1/22-11/16/22	\$1,757.28 (16 days)	\$160.00	\$1,917.28 (16 days)
11/17/22-11/30/22*	\$1,761.55 (14 days)	\$0.00	\$1,761.55 (14 days)
November 2022	\$3,518.83 (30 days)	\$160.00	\$3,678.83 (30 days)
December 2022	\$3,774.75	\$0.00	\$3,774.75
January 2023	\$3,774.75	\$0.00	\$3,774.75
February 2023	\$3,774.75	\$0.00	\$3,774.75
March 2023	\$3,774.75	\$0.00	\$3,774.75
April 2023	\$3,774.75	\$0.00	\$3,774.75
May 2023	\$3,774.75	\$0.00	\$3,774.75
June 2023	\$3,774.75	\$0.00	\$3,774.75
July 2023	\$3,774.75	\$0.00	\$3,774.75
August 2023	\$3,774.75	\$0.00	\$3,774.75

\* On October 12, 2022, the rent for Space No. 203 was increased by 5% effective November 17, 2022, from \$3,595 to \$3,774.75, pursuant to Section 46.5 and other provisions of the City of Mountain View Mobile Home Rent Stabilization Ordinance. As the Park’s amenities are once again accessible, and as many of the rights granted to tenants by the state of California due to the pandemic have expired, the Parkowner is no longer accepting nonmonetary consideration as rent for either mobilehomes or mobilehome spaces at the park, except in those few cases where tenants provide operational services at the Park, such as closing the recreational facilities at night. See also *Civil Code Section 1942.9(b)*.

PROOF OF SERVICE BY MAILING

I declare I am employed in the County of Alameda, California. I am over the age of 18 years and I am not a party to the within cause. My business address is 1425 Leimert Boulevard, Suite 101, Oakland, California 94602.

On August 16, 2023 I served the following document(s):

- 1. RESPONDENT SANTIAGO VILLA’S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF HEARING OFFICER’S DECISION AND IN SUPPORT OF TENTATIVE DECISION

on the following by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully paid, in the United States mail at Oakland, California, addressed as follows:

Elie Sfeir  
Deena Donia  
1075 Space Park Way, Space No. 203  
Mountain View, California 94043

I declare under penalty of perjury that the foregoing is true and correct. Executed on August 16, 2023 at Oakland, California.

/s/ Anthony C. Rodriguez  
By: Anthony C. Rodriguez