

CITY OF MOUNTAIN VIEW
RENTAL HOUSING COMMITTEE
RESOLUTION NO. ...
SERIES 2025

A RESOLUTION OF THE RENTAL HOUSING COMMITTEE OF THE CITY OF MOUNTAIN VIEW TO
ADOPT AMENDMENTS TO THE MOBILE HOME RENT STABILIZATION ORDINANCE (MHSRO)
REGULATIONS CHAPTER 2 – DEFINITIONS AND TO ADD CHAPTER 13 RETALIATION AND
HARASSMENT

WHEREAS Section 46.9(a)(3) of the MHRSO authorizes the Rental Housing Committee to establish rules and regulations for the administration and enforcement of the MHRSO; and

WHEREAS the Rental Housing Committee held a publicly noticed meeting on November 20, 2025, and discussed and considered amendments to the MHRSO Regulations Chapter 2 – Definitions and Adding Chapter 13 – Retaliation and Harassment;

now, therefore, be it

RESOLVED that the Rental Housing Committee of the City of Mountain View hereby adopts amendments to the MHRSO Regulations Chapter 2 - Definitions, and adds Chapter 13 – Retaliation and Harassment, as set forth in Exhibit A and Exhibit B of this resolution.

Exhibit A: Mobile Home Rent Stabilization Ordinance Regulations Chapter 2 – Definitions.

Exhibit B: Mobile Home Rent Stabilization Ordinance Regulations Chapter 13 – Retaliation and Harassment.

MOBILE HOME RENT STABILIZATION ORDINANCE
REGULATIONS

**CHAPTER 2
DEFINITIONS**

Unless further defined in the Mobile Home Rent Stabilization Ordinance (the “MHRSO” or the “Ordinance”) or elsewhere in the Regulations, the words or phrases below shall have the following meanings:

a. Annual General Adjustment. The Annual General Adjustment is the percentage by which the Rent for existing tenancies in covered Mobile Home Spaces and Mobile Homes may be increased each year, subject to the limitations of the MHRSO and these Regulations.

a.b. Bad Faith. Bad Faith means willful, reckless, or grossly negligent conduct.

b.c. Base Rent. The Base Rent is the reference point from which the lawful Rent shall be determined and adjusted in accordance with the MHRSO and these Regulations.

(1) Tenancies Commencing on or before March 16, 2021. The Base Rent for tenancies that commenced on or before March 16, 2021 shall be the Rent in effect on March 16, 2021.

(2) Tenancies Commencing After March 16, 2021. The Base Rent for tenancies that commenced after March 16, 2021 shall be the initial rental rate charged upon initial occupancy, provided that amount is not in violation of the MHRSO, the Regulations, the Mountain View City Code or any provision of State law. The term “initial rental rate” means only the amount of Rent actually demanded to be paid and paid by the Tenant for the initial term of the tenancy.

(i) Rent Concession. If a temporary rent concession is provided by the Park Owner or Mobile Home Landlord during the initial term of the tenancy, the “initial rental rate” shall be the average amount of Rent actually demanded to be paid and paid by the Mobile Home Owner or Mobile Home Tenant during the initial term of the tenancy. A “rent concession” includes, but is not limited to, any of the following:

- One (1) or more months' free Rent, except as specified in Subparagraph (ii) below; or
- A dollar or percentage amount reduction of the Rent provided over the

course of the initial term of the tenancy.

(ii) Exclusions. The following shall not be considered in the calculation of “Base Rent” for any Tenancy:

- First month’s free or discounted Rent, where the “first month” refers to the first full month following the start date of the Space Rental Agreement or the Mobile Home Rental Agreement. For instance, if the Space Rental Agreement or Mobile Home Rental Agreement begins on September 15, then the “first month” would refer to the period from October 1 to October 31; or
- The Mobile Home Owner’s or Mobile Home Tenant’s withholding of or failure to pay Rent in violation of the Rental Agreement, the MHRSO, these Regulations, or State law; or
- Any reduction in Rent imposed pursuant to the final decision of a Hearing Officer or the Committee in a petition for downward adjustment based on failure to maintain habitable premises or a decrease in housing services or maintenance, as outlined in Sections F and H of Chapter 7 of these Regulations, respectively.

(iii) Initial Term of Tenancy. The “initial term of the tenancy” refers to either the initial term as agreed upon by the Park Owner or Mobile Home Landlord and Mobile Home Owner or Mobile Home Tenant in the Space Rental Agreement or Mobile Home Rental Agreement, or if the Space Rental Agreement or Mobile Home Rental Agreement is month to month or longer than twelve (12) months, the initial term shall mean twelve (12) months.

- Where the first month’s Rent is free, the “initial term of the tenancy” shall be reduced by one (1) month in calculating the Base Rent. For instance, if the Rent for the first month of a six (6) month Space Rental Agreement is free, then the “initial rental rate” shall be the average of the amount of Rent actually demanded to be paid and paid by the Mobile Home Owner over the course of the subsequent five (5) months. Similarly, if the Rent for the first month of a twelve (12) month Space Rental Agreement is free, then the “initial rental rate” shall be the average of the amount of Rent actually demanded to be paid and paid by the Mobile Home Owner over the course of the subsequent eleven (11) months.

(iv) Examples. Below are a number of examples demonstrating the calculation of Base

Rent.

- Example 1: If a Mobile Home Tenant agrees to pay One Thousand Dollars (\$1,000)/month for twelve (12) months for a Mobile Home and the Mobile Home Landlord provides a concession of first month's Rent free, then the Base Rent for the Mobile Home shall be One Thousand Dollars (\$1,000) (calculated as follows: $(11 \times \$1,000)/11$).
 - Example 2: If a Mobile Home Tenant agrees to pay One Thousand Dollars (\$1,000)/month for twelve (12) months for a Mobile Home and the Mobile Home Landlord provides a concession of two (2) free months, then the Base Rent for the Mobile Home shall be Nine Hundred Nine Dollars and Nine Cents (\$909.09) (calculated as follows: $(10 \times \$1,000)/11$). In this example, the first free month would be excluded from the calculation, while the second free month would be included in the calculation.
 - Example 3: If the Mobile Home Landlord provides a twenty-five percent (25%) discount over the course of the twelve (12) months, then the Base Rent for the Mobile Home shall be Seven Hundred Seventy Dollars and Eighty-Three Cents (\$770.83) (calculated as follows: $((1 \times \$1000 + (11 \times \$750))/12)$). In this example, the first month's reduction would be excluded from the calculation.
- (v) Notice of Rent Concession. A Park Owner or Mobile Home Landlord who provides any form of concession, regardless of whether that concession is included or excluded from the calculation of Base Rent, must provide the Mobile Home Owner or Mobile Home Tenant with a Notice of Rent Concession at the time that the Parties enter into the Space Rental Agreement or Mobile Home Rental Agreement. The Notice of Rent Concession shall be in a form prescribed and provided by the Committee, and shall include, at least, the following information:
- a. The type of concession provided;
 - b. The amount of concession provided; and
 - c. The calculation of the Mobile Home Owner's or Mobile Home Tenant's Base Rent for the Mobile Home Space or Mobile Home, as calculated pursuant to these Regulations.

This requirement shall apply to Tenancies commencing on or after September 1,

2022.

d. Base Year. The calendar year of 2021.

e.e. Child. Child means a legally dependent individual of 19 years of age or younger.

d.f. Committee. The term “Committee” refers to the Mountain View Rental Housing Committee established pursuant to Section 1709 of the Community Stabilization and Fair Rent Act (Charter Article XVII)..

e.g. Communal Facilities. Those services and facilities within the Mobile Home Park that Mobile Home residents are entitled to use, including, but not limited to, any private roads or rights-of-way, clubs or clubhouses, and each other common-area facility that is open or available to Mobile Home residents of the Mobile Home Park.

f.h. City Council. The term “City Council” refers to the City Council of the City of Mountain View.

g.i. Disabled. A person with a disability, as that term is defined in California. The term “Disabled” is defined in Government Code Section 12955.3.

j. Division. The term “Division” refers to the Rent Stabilization Division of the Housing Department of the City of Mountain View.

h.k. Harassment. Harassment occurs when a Landlord, in Bad Faith, uses certain methods, such as threats, coercion, fraud, or intimidation, to prevent a Tenant from exercising or asserting their rights, to interfere with a Tenant’s quiet enjoyment of their Rental Unit (or the common areas or associated Housing Services or amenities), or generally to make the Tenant’s life difficult.

i.l. Hearing Officer. An official appointed by the Committee to conduct an investigation or administrative hearing pursuant to the MHRSO or these Regulations.

j.m. Housing Services. Housing Services include, but are not limited to, repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, Utility Charges that are paid by the Landlord, refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants, and any other benefit, privilege, or facility connected with the use or occupancy of any Mobile Home or Mobile Home Space. Housing Services to a Mobile Home or Mobile Home Space shall include a proportionate part of access to and services provided by Communal Facilities.

- (1) For the purposes of the MHRSO and these Regulations, a Park Owner’s or Mobile Home Landlord’s reporting of a Mobile Home Owner’s or Mobile Home Tenant’s positive

rental payment information to at least one nationwide consumer reporting agency that meets the definition in Section 603(p) of the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681a(p)), or any other consumer reporting agency that meets the definition in Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681a(f)) as long as the consumer reporting agency resells or otherwise furnishes rental payment information to a nationwide consumer reporting agency that meets the definition in Section 603(p) of the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681a(p)), pursuant to California Civil Code Section 1954.07, does not constitute a Housing Service.

k-n. **Individual Rent Adjustment.** An adjustment to the otherwise lawful Rent authorized by a Hearing Officer or the Committee pursuant to the MHRSO and these Regulations.

l-o. **Mobile Home.** The term “Mobile Home” has the same meaning and 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.

m-p. **Mobile Home Landlord.** The person(s) or entity(ies) that lawfully own(s) a Mobile Home and rents the Mobile Home, 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.

q-r. **Mobile Home Owner.** A person who owns a Mobile Home and is also renting a Mobile Home Space in a Mobile Home Park under a Space Rental Agreement with the Park Owner, which may include the use of Communal Facilities of the Mobile Home Park and other amenities.

s-t. **Mobile Home Park.** The term “Mobile Home Park” has the same meaning and 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.

u-v. **Mobile Home Rental Agreement.** 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.

w-x. **Mobilehome Residency Law.** The term “Mobilehome Residency Law” refers to California Civil Code Sections 798 through 799.11, as may be amended from time to time, or successor code section.

y-z. **Mobile Home Space.** The lot or space of land in a Mobile Home Park where a Mobile Home is or may be located, as well as the right or license to access that space or lot and any other Communal Facilities in the Mobile Home Park.

aa-ab. **Mobile Home Tenant.** A tenant, subtenant, lessee, sublessee, or any other person entitled under the terms of a Mobile Home Rental Agreement or the MHRSO or these

Regulations to the use or occupancy of any Mobile Home.

t.w. **Park Owner.** The person(s) or entity(ies) that lawfully own(s) and/or operate(s) a Mobile Home Park, 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 owner.

u.x. **Petition.** A petition pursuant to the MHRSO and these Regulations.

- (1) Rent Increase Petition. A Rent Increase Petition refers to a petition for Individual Rent Adjustment filed by a Landlord as authorized by subsection (a) of Section 46.10 of the MHRSO. "Rent Increase Petition" and "Maintenance of Net Operating Income (MNOI) Petition" are used interchangeably throughout these MHRSO Regulations.
- (2) Rent Decrease Petition. A Rent Decrease Petition refers to a petition for Individual Rent Adjustment filed by a Tenant as authorized by subsection (b) of Section 46.10 of the MHRSO.
- (3) Specified Capital Improvement Petition. A Specified Capital Improvement Petition refers to a petition for Individual Rent Adjustment filed by a Landlord pursuant to the expedited review process authorized by Section F of Chapter 7 of these Regulations.
- (4) Joint Petition. A Joint Petition refers to a petition filed by a Tenant together with their Landlord, in accordance with Section G of Chapter 7 of these Regulations, for the purpose of requesting an increase in Rent or a one-time payment to recover cost associated with new or additional Housing Services, improvements or modifications to the Covered Rental Unit as requested by the Tenant, or the addition of an Additional Occupant.

v.y. **Primary Residence.** The occupant's usual place of abode. To classify a Mobile Home as an occupant's Primary Residence does not require that the occupant be physically present in the Mobile Home at all times or continuously, but does require that the Mobile Home be the occupant's usual place of abode. Factors that are indicative of Primary Residence include, but are not limited to:

- (1) The occupant carries on basic living activities at the Mobile Home for extended periods;
- (2) The Mobile Home is listed with public agencies, including, but not limited to, Federal, State, and local taxing authorities, as the occupant's primary residence;
- (3) Utility Charges and other charges and fees associated with usage of the Mobile Home are billed to and paid by the occupant at the Mobile Home;
- (4) The occupant does not file for a homeowner's tax exemption for any different property;

- (5) The occupant is not registered to vote at any other location; and
- (6) Ownership is held in the name of the occupant claiming Primary Residence and not held by a Limited Liability Corporation or other corporate or business entity structure.

~~w-z.~~ **Recognized Resident Organization.** Any group of Residents, whether Mobile Home Owners and/or Mobile Home Tenants, residing in a Mobile Home Park or Parks operated by the same management company, agent, Park Owner, or Mobile Home Landlord who choose to be so designated. This shall also include any other at-large organization that represents the interest of Mobile Home Owners and/or Mobile Home Tenants.

~~*aa.~~ **Relocation Assistance.** Financial assistance in the amounts set forth in Mountain View City Code, Article XIII, Section 36.38.15, including, without limitation, Subsection 36.38.15(d) regarding “special-circumstances” households as defined in Mountain View City Code, Article XIII, Section 36.38.05(g), as such code sections may be amended or recodified from time to time.

~~y-bb.~~ **Rent.** All periodic payments and all nonmonetary consideration, including, but not limited to, the fair-market value of goods, labor performed, or services rendered to or for the benefit of a Park Owner for the use or occupancy of a Mobile Home Space or to a Mobile Home Landlord for the use or occupancy of a Mobile Home, access to and from a Mobile Home Space or Mobile Home, and any Communal Facilities and Housing Services. Rent includes all payment and consideration demanded or paid for parking, pets, furniture, and/or subletting.

Rent excludes:

- (1) Any incidental reasonable charges for services actually rendered in accordance with California Civil Code Sections 798.31 and 798.32 as they may be amended from time to time, or successor code sections; and
- (2) Any separately billed utility fees and charges, which shall not be deemed to be Rent charged for a Mobile Home Space in accordance with California Civil Code Section 798.41 as it may be amended from time to time, or successor code sections. However, utility fees and charges shall be considered Rent charged for tenancy of Mobile Homes;
- (3) Any fee, assessment, or charge paid pursuant to California Civil Code Section 798.9(a), including any actual fee or cost imposed by a local government pursuant to California Civil Code Section 798.37 as it may be amended from time to time, or successor code sections; and
- (4) A fee charged by a Mobile Home Landlord or Park Owner to recover any costs associated with reporting a Mobile Home Tenant’s Mobile Home Owner’s positive rental

payment information to a consumer reporting agency pursuant to California Civil Code Section 1954.07, provided such fee is compliant with the limitations in California Civil Code Section 1954.07. In accordance with state law, failure to pay this fee by the Mobile Home Tenant or Mobile Home Owner shall not be cause for termination of the tenancy (whether pursuant to California Code of Civil Procedure Section 1161 or otherwise), and a Mobile Home Landlord or Park Owner may not deduct the unpaid fee from a Mobile Home Tenant's or Mobile Home Owner's security deposit.

~~z-cc.~~ **Rent Refund.** The term "Rent Refund" refers to a payment or credit provided to a Mobile Home Owner or Mobile Home Tenant by a Park Owner or Mobile Home Landlord where the Park Owner or Mobile Home Landlord charged Rent for the covered Mobile Home Space or Mobile Home above what was permitted by the MHRSO and these regulations.

~~aa-dd.~~ **Rent Rollback.** The term "Rent Rollback" refers to the act of lowering the effective Rent for a covered Mobile Home Space or Mobile Home to the lawful Rent. A Rent Rollback does not include any temporary decrease in the effective Rent for a Mobile Home or Mobile Home Space ordered by a Hearing Officer or the Committee pursuant to MHRSO 46.10(b)2 (Petition for Downward Adjustment—Failure to Maintain Habitable Premises and/or Petition for Downward Adjustment—Decrease in Housing Services or Maintenance).

~~ee.~~ **Rental Housing Fee.** The fee described in Section 46.9(C) of the MHRSO.

~~ff.~~ **Retaliation.** Retaliation occurs when a Landlord uses certain methods or behaviors against a Tenant in response to the Tenant exercising or asserting specific rights related to their Rental Unit or tenancy.

~~bb-gg.~~ **Senior.** Senior means a person who is 62 years of age or older.

~~ee-hh.~~ **Space Rental Agreement.** A lease or other oral or written agreement between the Park Owner and Mobile Home Owner establishing the terms and conditions of the Mobile Home Space Tenancy.

~~dd-ii.~~ **Substantial Compliance and/or Substantially Complaint.** Meet the requirements as defined in Table 1 of Chapter 12 of these Regulations.

~~jj.~~ **Tenancy.** The legal relationships created by a Space Rental Agreement with a 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 the use and occupancy of a Mobile Home in a Mobile Home Park.

~~ee-kk.~~ **Terminally Ill.** A person who is certified as being terminally ill by the Tenant's treating physician or healthcare provider.

~~ff.~~ll. **Utility Charges.** Any charges for gas, electricity, water, garbage, sewer, telephone, cable, internet, or other service relating to the use and occupancy of a Mobile Home.

~~gg.~~mm. **Written Notice to Cease.** A written notice provided by a Mobile Home Landlord that gives a Mobile Home 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:

- (1) Provide the Mobile Home Tenant a reasonable period to cure the alleged violation or problem;
- (2) Inform the Mobile Home Tenant that failure to cure may result in the initiation of eviction proceedings;
- (3) Inform the Mobile Home Tenant of the right to request a reasonable accommodation;
- (4) Inform the Mobile Home Tenant of the contact number for the Committee; and
- (5) Include sufficient details about the conduct underlying the Written Notice to Cease that allow a reasonable person to comply.

MOBILE HOME RENT STABILIZATION ORDINANCE
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CHAPTER 13
ANTI-RETALIATION AND ANTI-HARASSMENT

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A. Purpose

The purpose of this Chapter of the Mobile Home Rent Stabilization Ordinance (MHRSO) Regulations is to enable the Rental Housing Committee (RHC) and its designee, the Rent Stabilization Division, to advance the goals of the MHRSO by controlling “arbitrary evictions” caused by retaliation and harassment of Mobilehome Residents by their Park Owners or Mobilehome Landlord. Additionally, this Chapter aims to strengthen existing protections for Mobilehome Residents under federal, state, and local laws to prevent and deter Mobilehome Resident harassment and retaliation by Park Owners or Mobilehome Landlords, to encourage Park Owners or Mobilehome Landlords to comply with the law and fulfill their obligation to provide habitable rental properties, and to provide Mobilehome Residents with legal options when they face harassment and retaliation from Park Owners or Mobilehome Landlords.

As used throughout this Chapter, “federal, state and local laws” includes, but is not limited to all of the following:

1. Federal laws:
 - a. Fair Housing Act (42 U.S.C. § 3601, et seq.)
 - b. Section 504 of the Rehabilitation Act (29 U.S.C. § 794)
 - c. Americans With Disabilities Act (42 U.S.C. § 12101)
 - d. Violence Against Women Reauthorization Act of 2022 (34 U.S.C. § 12291)
2. State laws:
 - a. California Fair Employment and Housing Act (Government Code § 12900, et seq.)
 - b. Unruh Civil Rights Act (Civil Code § 51, et seq.)
 - c. California Disabled Persons Act (Civil Code § 54, et seq.)
 - d. Chapter 2 (Hiring of Real Property) of Title 5 of Part 4 of Division 3 of the California Civil Code (or successor provisions)
 - e. California Government Code § 53165.1
 - f. Division 13 (Housing) of the California Health and Safety Code (or successor provisions)
3. Local laws:
 - a. City of Mountain View Mobilehome Resident Relocation Assistance Ordinance
 - b. City of Mountain View Multi-Unit Smoking Ordinance
 - c. Chapter 8 (Building) of the Mountain View City Code
 - d. Chapter 14 (Fire Prevention) of the Mountain View City Code
 - e. Chapter 36 (Zoning) of the Mountain View City Code

B. Applicability

1. As used throughout this Chapter, the terms “Mobilehome Landlord” and “Park Owner” shall have the same meaning as provided in subsections (k) and (q), respectively, of Section 46.2 of the MHRSO. This means that the prohibitions on Mobilehome Resident harassment and retaliation apply not only to the Park Owners and Mobilehome Landlords, but also to all employees, contractors, subcontractors,

and agents of the Park Owners or Mobilehome Landlords and to any other individual or entity acting on behalf of the Park Owners or Mobilehome Landlords.

2. The provisions of this Chapter apply to Park Owners or Mobilehome Landlords and Mobilehome Residents of Mobilehome Spaces and Mobilehomes, as defined in subsections (j) and (p), respectively, of Section 46.2 of the MHRSO and section (d) of Chapter 2 of these Regulations.

C. Anti-Retaliation Provisions

1. Retaliation is Barred. Pursuant to MHRSO Section 46.8(d), except for actions that are privileged or otherwise protected by law, no Park Owner or Mobilehome Landlord shall take action to terminate any tenancy or otherwise recover possession of a Rental Unit in retaliation for the Mobilehome Resident reporting violations of the MRHSO or these Regulations, exercising rights granted under the MHRSO or these Regulations, forming or participating in a Recognized Tenant Organization, or engaging in other Protected Activities as defined below. Retaliation is defined in Chapter 2, Section ff of these Regulations.
2. Rebuttable Presumption. A Mobilehome Resident may assert retaliation either affirmatively or as a defense to the Park Owner's or Mobilehome Landlord's action, regardless of how much time has elapsed between the Mobilehome Resident's assertion of or exercise of rights under the MHRSO, these Regulations, and/or state law and the alleged act of retaliation. However, proof of exercise or assertion by the Mobilehome Resident of their rights within one hundred eighty (180) days prior to the Park Owner's or Mobilehome Landlord's alleged act of retaliation shall create a rebuttable presumption that the Park Owner's or Mobilehome Landlord's act was retaliatory.
3. Protected Activities. This subsection illustrates, but does not exhaust, the facts a court may consider when determining whether a Park Owner or Mobilehome Landlord has violated Section 46.8(d) of the MHRSO as interpreted by this Section. No Park Owner or Mobilehome Landlord shall take any actions prohibited by MHRSO Section 46.8(d) and/or Section E.2 of this Chapter as a result of the Mobilehome Resident engaging in one or more of the following activities or other activities:
 - a. Requesting repairs or maintenance that are the Park Owner's or Mobilehome Landlord's obligation pursuant to federal, state, county, or local law;
 - b. Complaining about the condition of their Mobilehome Space, Mobilehome, or the Mobilehome Park, including unsafe or illegal living conditions, to a government agency, such as but not limited to, a building or health inspector;
 - c. Filing a complaint about housing code breaches or violations;

- d. Filing a Petition for Downward Adjustment of Rent, as authorized by MHR SO Section 46.10;
- e. Exercising a legal right granted by state or local law, such as but not limited to withholding the Rent for an uninhabitable unit or repairing and deducting the cost of repairs from Rent;
- f. Creating and/or associating with one or more Recognized Tenant Mobilehome Resident Organization(s) or individuals involved in Mobilehome Resident advocacy;
- g. Organizing as Mobilehome Residents and/or engaging in concerted activities with other Mobilehome Residents for the purpose of mutual aid and protection;
- h. Providing access to Mobilehome Resident organizations, advocates, or representatives working with or on behalf of Mobilehome Residents living at the Property;
- i. Convening Recognized Tenant Organization meetings in a suitable space accessible to Mobilehome Residents under the terms of their Space Rental Agreement or Mobilehome Rental Agreement;
- j. Distributing and posting literature in common areas, including lobby areas and bulletin boards, to inform other Mobilehome Residents of their rights and opportunities to participate in organized Mobilehome Resident activities;
- k. Requesting a reasonable accommodation to the Park Owner's or Mobilehome Landlord's policies or practices or a reasonable modification of the Mobilehome or Mobilehome Park as authorized by federal, state, or local law;
- l. Posting or displaying political signs related to an election or legislative vote (including an election of a candidate to public office), the initiative, referendum or recall process, or issues that are before a public commission, public body, or elected local body for a vote, unless the Mobilehome Resident violates the limitations set forth in California Civil Code Section 1940.4;
- m. Asserting their rights under the California Translation Act (California Civil Code Section 1632), including but not limited to, requesting copies of Mobilehome Rental Agreements, Space Rental Agreements, lease addenda, and rent increase notices in their primary language;
- n. Requesting that their Park Owner or Mobilehome Landlord change the locks to their Mobilehome or changing the locks to their Mobilehome in accordance with California Civil Code Section 1941.5 and/or Section 1941.6 (which protects victims of "abuse or violence," as that phrase is defined in California Code of Civil

Procedure Section 1161.3(a)(1)); or

- o. Summoning law enforcement or emergency assistance as, or on behalf of, a victim of abuse, a victim of crime, or an individual in an emergency.
4. Nonexclusive with State or Federal Law. The protections afforded by this Section are not intended to be mutually exclusive of the protections afforded by any of the following:
- a. The Mobilehome Residency Law (California Civil Code Section 798 et seq.), the Mobilehome Parks Act (California Health and Safety Code Sections 18200 et seq.), Special Occupancy Parks Act (California Health and Safety Code Sections 18860 et seq.), or Recreational Vehicle Occupancy Law (California Civil Code Sections 799.20 et seq.);
 - b. Chapter 2 (Hiring of Real Property) of Title 5 of Part 4 of Division 3 of the California Civil Code (or successor provisions), which generally governs landlord-tenant law in California;
 - c. Division 13 (Housing) of the California Health and Safety Code (or successor provisions), which establishes specific health and safety requirements for rental housing;
 - d. The California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) (or successor provision), which offers protections against discrimination for certain protected classes of Mobilehome Residents; and/or
 - e. Other applicable state or federal law.

D. Anti-Harassment Provisions

- 1. Harassment is Barred. No Park Owner or Mobilehome Landlord shall engage in any acts or omissions of such significance as to (1) substantially interfere with or disturb the comfort, repose, peace, or quiet of any person lawfully entitled to occupancy of a Mobilehome Park or Mobilehome; (2) prevent a Mobilehome Resident from exercising or asserting their rights under the MHRSO these Regulations, or other applicable local, state, or federal law; (3) coerce or influence the Mobilehome Resident to vacate the Mobilehome Space or Mobilehome; and/or (4) generally make the Mobilehome Resident's life difficult. Harassment is defined in Chapter 2, Section [k](#) of these Regulations.
- 2. Examples of Harassment. This subsection illustrates, but does not exhaust, the factors that a court may consider in determining whether a Park Owner or Mobilehome Landlord has violated the MHRSO as interpreted by this Section. No Park Owner or Mobilehome Landlord shall, in Bad Faith [\(as defined in Chapter 2, section b, to mean](#)

[willful, reckless, or grossly negligent conduct](#)), engage in a course of conduct directed at a specific Mobilehome Resident or Mobilehome Resident(s), including but not limited to, the following actions:

- a. *Quiet Enjoyment.* Violate or threaten to violate the covenant of quiet enjoyment protected under California Civil Code Section 1927 and MHRSO Section 46.2(h), including, without limitation:
 - i. Interrupt, reduce, terminate, eliminate, or fail to provide Housing Services or Communal Facilities as required by Mobilehome Rental Agreement or Space Rental Agreement or by federal, state, county, or local housing, building, health, and/or safety laws, or threaten to do so, except when necessary to comply with a court order or local, state, or federal law. Failure to provide Housing Services or Communal Facilities shall include transferring costs to the Mobilehome Resident that by law are paid by the Park Owner or Mobilehome Landlord, or charging the Mobilehome Resident for Housing Services or Communal Facilities that were not previously charged to that Mobilehome Resident under their Mobilehome Rental Agreement or Space Rental Agreement;
 - ii. Remove personal property, furnishings, or any other items from the Mobilehome Space or Mobilehome without the prior written consent of the Mobilehome Resident, except when done pursuant to the procedure set forth in California Civil Code Section 1980, et seq. (disposition of Mobilehome Resident's property after termination of tenancy);
 - iii. Cause, directly or indirectly, the interruption or termination of any Utility service furnished to the Mobilehome Resident, including but not limited to, water, heat, light, electricity, gas, telephone, elevator, or refrigeration;
 - iv. Engage in or threaten to engage in conduct that violates California Civil Code Section 789.3, including but not limited to an illegal lockout and utility shutoff;
 - v. Perform any renovation or construction inside the Rental Unit and/or the Property that does not qualify as "necessary and substantial repairs" (as defined in MHRSO Section 46.8(a)(6) without the Mobilehome Resident's express written advance permission;
 - vi. Unilaterally impose or require an existing Mobilehome Resident to agree to new material terms of tenancy or a new Mobilehome Rental Agreement or Space Rental Agreement, unless: (1) the change in the terms of the tenancy is authorized by the MHRSO or California Civil Code Sections 1946.2(f), 1947.5, or 1947.12, or required by federal, state, or local law or regulatory agreement with a government agency; (2) the change in the

terms of the tenancy was accepted in writing by the Mobilehome Resident after receipt of written notice from the Park Owner or Mobilehome Landlord that the Mobilehome Resident is not required to accept such new terms as part of the Rental Housing Agreement; or (3) the change in the terms of the tenancy was authorized pursuant to a Joint Petition for New and Additional Housing Services as outlined in Section G of Chapter 7 of these Regulations;

b. *Habitability.*

- i. Fail to perform and timely complete necessary repairs and maintenance required by federal, state, county, or local housing, building, health, or safety laws;
- ii. Fail to follow applicable industry standards to minimize exposure to noise, dust, lead paint, asbestos, or other building materials that may have harmful health impacts;
- iii. Fail to exercise due diligence in completing repairs once undertaken;
- iv. Fail to timely comply with any notice and order to correct a violation issued by the City, County or California Department of Housing and Community Development;
- v. Violate the warranty of habitability provided under California Civil Code Sections 1941 and 1941.1;
- vi. Violate the habitability standards in California Health and Safety Code Sections 17920.3 and 17920.10; or
- vii. Violate any other habitability standards imposed by the Mobilehome Residency Law (California Civil Code Section 798 et seq.), the Mobilehome Parks Act (California Health and Safety Code Sections 18200 et seq.), the Special Occupancy Parks Act (California Health and Safety Code Sections 18860 et seq.), or the Recreational Vehicle Occupancy Law (California Civil Code Sections 799.20 et seq.).

c. *Access.* Abuse the right of access into residential real property as established by California Civil Code Section 1954, which abuse includes, without limitation:

- i. Entry for inspections that are not permitted by state law or are unrelated to necessary or agreed-upon repairs, maintenance, or services;
- ii. Entry or demands for entry outside normal business hours except when requested by the Mobilehome Resident or as otherwise permitted by

California Civil Code Section 1954;

- iii. Entry that conflicts with a Mobilehome Resident's reasonable request to change the date or time of entry, provided, however, that the Mobilehome Resident shall make such request within a reasonable time from the delivery of the notice of entry in case the Park Owner or Mobilehome Landlord has hired a third-party to perform necessary repairs or services;
 - iv. Entry to show the Mobilehome to a prospective or actual purchaser if the Park Owner or Mobilehome Landlord has not notified the Mobilehome Resident in writing within one hundred twenty (120) days of the oral notice that the Property is for sale, and the Mobilehome Resident was not informed that they may be contacted to allow for an inspection;
 - v. Photographing or recording portions of residential real property beyond the scope of a lawful entry or inspection as specified on the notice of entry;
 - vi. Misrepresenting the reasons for accessing residential real property as stated on the notice of entry. For example, stating the reason for entry as necessary repairs but actually accessing the Mobilehome Space or Mobilehome to collect evidence against the Mobilehome Resident;
 - vii. Providing notice of entry that fails to provide the approximate time window for the entry or provides a time window that is unreasonably excessive in duration [given the scope of repairs or inspection](#);
 - viii. Failing to notify the Mobilehome Resident in a timely manner on multiple occasions that entry into the Rental Unit has been canceled after previously giving notice;
 - ix. Entries that are excessive in number relative to the reason stated on the notice of entry;
- d. *Privacy.* Violate or interfere with a Mobilehome Resident's right to privacy, such as:
- i. Requesting information or inquiring about information regarding the Mobilehome Resident's residence, citizenship status, or social security number, except as required by law or, in the case of a social security number, for the purpose of obtaining information for the qualifications for a tenancy. This includes refusing to accept equivalent alternatives to information or documentation that does not concern immigration or citizenship status, such as an Individual Taxpayer Identification Number (ITIN);

- ii. Releasing or threatening to release any of the information specified in subparagraph (i), including to any government entity, except as required or authorized by law or in violation of applicable state and/or federal law, including but not limited to California Civil Code Sections 1940.2(a)(5), 1940.3 and 1940.35;
 - iii. Requesting information about the Mobilehome Resident's relationship, marital or familial status in violation of state or federal law;
 - iv. Unreasonably inquiring into a Mobilehome Resident's criminal history;
 - v. Imposing or enforcing unreasonable restrictions on or inquiring into overnight guests;
 - vi. Taking photographs or recording video or audio that captures the interior of a Mobilehome Resident's Mobilehome or other areas of the Mobilehome Space or Mobilehome Park where the Mobilehome Resident is entitled to a reasonable expectation of privacy (such as an enclosed patio for which a Mobilehome Resident has exclusive use and enjoyment);
- e. *Forced Vacation; Misrepresentation.*
- i. Misrepresent to a Mobilehome Resident that the Mobilehome Resident is required to vacate a Mobilehome Space or Mobilehome, or entice a Mobilehome Resident to vacate a Mobilehome Space or Mobilehome through intentional misrepresentation or by concealing or omitting a material fact;
 - ii. Provide materially false written or verbal information about applicable federal, state, county, or local Mobilehome Resident protections, including deliberately mischaracterizing the nature or effect of a Written Notice to Cease, notice to quit, or other eviction notice. False information includes, without limitation, violating the California Translation Action (California Civil Code Section 1632) or demanding that a Mobilehome Resident enter into a rent payment plan to take advantage of Mobilehome Resident protection laws that do not require such rent payment plans;
 - iii. Repeatedly mistreating an occupant of the Rental Unit through in-person conversations, social media postings or messages, or other communications, with language that a reasonable person would consider [offensive or](#) likely to cause fear or provoke violence;
 - iv. Threatening a Mobilehome Resident or their guest, through words or gestures, with physical harm;

- v. Attempt to coerce a Mobilehome Resident to vacate by offering payments more than once in any six (6) month period after the Mobilehome Resident has notified the Park Owner or Mobilehome Landlord in writing that the Mobilehome Resident does not wish to receive further offers of payments to vacate the Mobilehome Space or Mobilehome;
 - vi. Influence or attempt to influence a Mobilehome Resident to vacate a Mobilehome Space or Mobilehome through fraud, intimidation, or coercion, including, without limitation, disclosing or threatening to disclose to any person or entity information regarding the immigration or citizenship status of a Mobilehome Resident or other person known to be associated with the Mobilehome Resident;
 - vii. Otherwise violate California Civil Code Section 1940.2 and/or Sections 1940.3 and 1940.35 (which prohibit retaliation against a Mobilehome Resident for engaging in certain protected activities or based on their perceived or actual immigration or citizenship status); or
 - viii. Remove or eliminate one or more Housing Services or Communal Facilities to cause the Mobilehome Resident to vacate the Rental Unit;
- f. *Rent Payments.*
- i. Refuse to accept or acknowledge receipt of a Mobilehome Resident's lawful rent payment (including, but not limited to, revoking a Mobilehome Resident's access to an online rent payment portal) except as permitted by state law after a notice to quit has been served on the Mobilehome Resident and the time period for performance pursuant to the notice has expired;
 - ii. Refuse to cash a rent check or money order for over thirty (30) days unless a written receipt for payment has been provided to the Mobilehome Resident, except as such refusal may be permitted by state law after a notice to quit has been served on the Mobilehome Resident and the period for performance under the notice has expired;
 - iii. Fail to provide a receipt to a Mobilehome Resident for Rent or other payment after the Mobilehome Resident has requested a receipt, in violation of California Civil Code Section 1499 and California Code of Civil Procedure Section 2075;
 - iv. Fail to allow a Mobilehome Resident to pay rent or the security deposit using at least one form of payment that is neither cash nor electronic funds transfer, except where otherwise permitted by California Civil Code Section 1947.3(a)(2) (i.e., [the Park Owner or Mobilehome Landlord is not](#)

required to offer a form of payment other than cash or electronic funds transfer if the Mobilehome Resident has previously attempted to pay the Park Owner or Mobilehome Landlord with a check drawn on insufficient funds or the Mobilehome Resident has instructed the drawee to stop payment on a check, draft, or order for the payment of money);

g. *Discrimination.*

- i. Violate any law that prohibits discrimination against the Mobilehome Resident based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, familial status, marriage, pregnancy, veteran status, disability, human immunodeficiency virus (HIV)/acquired immune deficiency syndrome (AIDS), occupancy by a minor child, or source of income;
- ii. Make a sexual demand on a Mobilehome Resident for the Mobilehome Resident to obtain needed maintenance on the Rental Unit, to obtain a rent concession, additional Housing Service(s) or Communal Facility(ies), or to avoid eviction, or make other quid pro quo sexual demands on a Mobilehome Resident;
- iii. Subject a Mobilehome Resident to unwelcome touching, kissing, or groping, make unwelcome comments about a Mobilehome Resident's body, send a Mobilehome Resident unwelcome, sexually suggestive texts, enter the Rental Unit without invitation or permission, or engage in other actions that create a hostile environment;
- iv. Violate the Unruh Civil Rights Act (California Civil Code 51 et seq.);
- v. Commit elder financial abuse (as defined by California Welfare and Institutions Code 15610.30 et seq.) of a Mobilehome Resident;

h. *Mobilehome Resident Organizing; Recognized Mobilehome Resident Associations.* Interfere with the right of Mobilehome Residents to do any of the following:

- i. Organize as Mobilehome Residents and engage in concerted activities with other Mobilehome Residents for the purpose of mutual aid and protection including raising concerns about repairs and maintenance, rent amounts or rent increases, evictions, discrimination, or harassment, regardless of whether the Mobilehome Residents share the same Park Owner or Mobilehome Landlord or management company;
- ii. Convene Mobilehome Resident or Mobilehome Resident organization meetings in a suitable space accessible to Mobilehome Residents in

accordance with the terms of their Mobilehome Rental Agreement or Space Rental Agreement;

- iii. Contact other Mobilehome Residents and provide them literature informing them of their rights and opportunities to get involved or participate in Mobilehome Resident organizing or Mobilehome Resident union activities;
- iv. Distribute and post such literature on bulletin boards or other areas designated by the Park Owner or Mobilehome Landlord for Mobilehome Resident use or free speech activities;
- v. Exercise their rights under Article IV of Chapter 3 of the Mountain View City Code and/or California Civil Code Section 1942.6, or provide access to Mobilehome Resident organizers, advocates, or representatives working with or on behalf of Mobilehome Residents living at the property;
 - Nothing in this section is intended to require that any Park Owner or Mobilehome Landlord allow Mobilehome Resident organizers, advocates, or representatives working with or on behalf of Mobilehome Residents living at the residential real property access to such residential real property (e.g., pursuant to *Cedar Point Nursery v. Hassid* (2021) 141 S.Ct. 2063 and progeny) except as expressly provided in California Civil Code Section 1942.6 or to the extent such access constitutes a regulatory taking;
- i. *Other Acts.*
 - i. Communicate with a Mobilehome Resident in a language other than English or other than the Mobilehome Resident's primary language for the purpose of intimidating, confusing, deceiving, annoying, seriously alarming, or harassing the Mobilehome Resident;
 - ii. Repeatedly violate the California Translation Act (California Civil Code Section 1632), which, among other things, requires Park Owner or Mobilehome Landlords to provide copies of certain Rental Housing Agreements and notices in a Mobilehome Resident's non-English primary language if they have primarily negotiated with the Mobilehome Resident in said language;
 - iii. Communicate with a Mobilehome Resident using a form or manner of communication (such as text message, phone calls, or in-person) to which the Mobilehome Resident has previously objected after the Mobilehome Resident has informed the Park Owner or Mobilehome Landlord in writing that the Mobilehome Resident objects to that form or manner of

communication, except in the case of an emergency;

- iv. Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupy of such Covered Rental Unit and that cause, are likely to cause, or are intended to cause any such person to vacate the Rental Unit or to surrender or waive any rights related to such occupancy; or
- v. Secure any modification or waiver, whether oral or written, of any provision of the MHRSO or this Chapter of the MRHSO Regulations. Any such waiver or modification is hereby declared to be against public policy and is void and unenforceable.

E. Remedies and Enforcement.

1. Notice. The Mobilehome Rent Stabilization Ordinance (MHRSO) Protections Information Sheet, as required by Section C or Chapter 11 of these Regulations, shall include the following information:
 - i. Chapter 13 of the MHRSO Regulations prohibits Park Owners or Mobilehome Landlords from engaging in certain acts or failing to perform certain acts related to a tenancy in Bad Faith; and
 - ii. Park Owners or Mobilehome Landlords who violate the MHRSO as interpreted by this Chapter 13 of the MHRSO Regulations may be held liable for damages.
2. No Administrative Consideration. Harassment and retaliation claims may only be brought in court or other appropriate venue (such as the California Civil Rights Department or the federal Office of Fair Housing and Equal Opportunity) but may not be addressed administratively via the petition process described in Section 46.10 of the MHRSO. A court or other responsible administrative agency shall consider the protections afforded by the MHRSO as interpreted by this Chapter of the MHRSO Regulations when evaluating a claim of harassment or retaliation.
3. Affirmative Defense. A Park Owner's or Mobilehome Landlord's violation of the MHRSO as interpreted by this Chapter of the MHRSO Regulations shall constitute a complete defense against any unlawful detainer, ejectment, or other legal action by the Park Owner or Mobilehome Landlord to recover possession of the Mobilehome Space or Mobilehome.
4. Harassment, Retaliation and/or Wrongful Eviction Complaint. Any aggrieved Mobilehome Resident, or any person, organization or entity that will fairly and adequately represent the interests of an aggrieved Mobilehome Resident(s), may

submit a complaint to the Division, using a form provided by the Division, documenting the alleged harassment, retaliation, and/or wrongful eviction. A complaint may be filed regardless of whether the Mobilehome Space or Mobilehome is still occupied or has been vacated due to harassment, retaliation, or wrongful eviction.

- a. The filing and/or acceptance of the complaint by the Division does not constitute a determination or finding by the Division, the Committee, or the City [on the validity of the complaint in favor of the complainant](#), nor does it indicate an intent by the Division, the Committee, or the City to take any enforcement action against the Park Owner or Mobilehome Landlord.
 - b. The complaint form cannot be completed by a Mobilehome Resident's representative unless it is accompanied by a signed and dated Representative Authorization form by both the Mobilehome Resident and the designated representative.
 - c. The completed complaint form, and its attachment(s), [and a response form for the Landlord](#) must be served on the Park Owner or Mobilehome Landlord and/or the Park Owner's or Mobilehome Landlord's agent.
 - d. The complaint form becomes a public record once submitted and is subject to disclosure under the California Public Records Act, except that information exempt from disclosure shall be redacted.
5. Rent Adjustment Penalties. In addition to the remedies provided herein or in Section 46.11 of the MHRSO, any Covered Rental Unit that becomes vacant due to a violation of the MHRSO as interpreted by this Chapter of the MHRSO Regulations shall only be permitted to be rented at the lawful Rent in effect at the time of the most recent termination of tenancy.
6. Civil Action. An aggrieved Mobilehome Resident, or any person, organization, or entity, including the City, that will fairly and adequately represent the interests of an aggrieved Mobilehome Resident(s), may initiate civil proceedings as provided by law, against a Park Owner or Mobilehome Landlord violating the MHRSO as interpreted by this Chapter of the MHRSO Regulations and against any person who aids, facilitates, and/or incites another person to violate such provisions, regardless of whether the Covered Rental Unit remains occupied or has been vacated due to harassment or retaliation. The burden of proof in such cases shall be by a preponderance of the evidence.
- a. A civil action may be commenced alleging a violation of this Chapter only after the Mobilehome Resident or any other person provides written notice to the Park Owner or Mobilehome Landlord of the alleged violation (on a form provided by the Division), and the Park Owner or Mobilehome Landlord fails to

remedy the violation within a reasonable period of time. However, no waiting period shall apply if the Park Owner's or Mobilehome Landlord's conduct is intentional and demonstrates a willful disregard for the comfort, safety, or well-being of the Mobilehome Resident(s).

7. Damages and Monetary Awards.

- a. Any person who violated, or aids or incites another person to violate, the MHRSO as interpreted by this Chapter of the MHRSO Regulations, is liable in a court action for each and every such offense for monetary damages of three times the actual damages suffered by an aggrieved Mobilehome Resident (including damages for mental or emotional distress), or for the minimum damages in the sum of \$1,000.00, whichever is greater, or for any other relief the court deems appropriate, and shall be liable for such attorneys' fees and costs as may be determined by the court.
- b. The court may also award punitive damages to any plaintiff, including the City, in a proper case as defined in California Civil Code Section 3294 or its successor statute. The burden of proof for punitive damages shall be clear and convincing evidence.
- c. In the case of an award for damages for mental or emotional distress, such an award shall be trebled only if the trier of fact finds that the defendant acted in knowing violation of or reckless disregard of the MHRSO as interpreted by this Chapter of the MHRSO Regulations.
- d. A prevailing defendant in a civil action under this section shall be entitled to an award of attorneys' fees only if the court determines that the action was devoid of merit and brought in Bad Faith.

8. Injunctive/Equitable Relief. Any person who commits an act or engages in any pattern or practice that violates the MHRSO as interpreted by this Chapter of the MHRSO Regulations may be enjoined from doing so by a court of competent jurisdiction. A court may also issue other equitable relief as appropriate. Any action for an injunction under this subsection may be brought by any aggrieved person, the City Attorney, or any person or entity who will fairly and adequately represent the interests of the Mobilehome Residents.

9. Nonexclusive Remedies and Penalties. The remedies provided by this Chapter of the MHRSO Regulations are not exclusive, and nothing in this Chapter shall preclude any person from seeking any other remedies, penalties, or procedures provided by law.

F. Non-Waivability.

Any provision of a Rental Housing Agreement or other agreement, whether written or oral, that purports to waive a Mobilehome Resident's right to the protections afforded by the MHRSO or these Regulations shall be deemed to be against public policy and shall be void.

G. Partial Invalidity.

If any provision of these Regulations, or the application thereof to any person or circumstance, is held invalid, that invalidity shall not affect other provisions or applications of these Regulations that can be given effect without the invalid provision or application, and to this end, the provisions of the Regulation are declared to be severable. These Regulations shall be liberally construed to achieve the purposes of the MHRSO.