The Coalition of Mobilehome Owners

MH Life

Advocating for Mobilehome Owners

San Diego
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The #1 Source of Information for Manufactured/Mobilehome Owners in California

This Just In: A GSMOL V.P. Resigns

A reader and friend of MH Life Magazine received an email from a GSMOL Board member and Vice President to indicate their resignation from GSMOL. Their reason: a lack of confidence in the board majority's ability to successfully sustain a viable League.

They felt volunteer non-profits should be leading examples of good faith and total transparency. Their resignation email provided a healthy dose of both. The information they shared was gleaned from League President reports and League Treasurer reports. The report was strictly their opinion based on the information told them or read in written reports along with their personal experience in board meetings, both in person and in telephone meetings of the board.

They discovered six months ago that the League (GSMOL) had no established and approved budget...that GSMOL had been overspending their income since at least 2010 (actually as far back as 2003 - an average of about $56,000/year).

The Garden Grove building was sold in August 2012 for $775,000 and GSMOL moved into a rental office. The proceeds from the sale, $645,325, were to be the Reserve Account. However, GSMOL had already been overspending because they immediately paid out over $345,000 in back debts.

They have continued to overspend their income, until this day, using that reserve account to make ends meet.

A few weeks ago they reduced their overspending (at that time around $30,000 a month) down to just under $5000 a month. And, there was about $28,000 left in the reserve account a few weeks ago.

How long will it take to use up $28,000 in reserve funds if you need an extra $4,000 a month to pay obligations: 4 into 28 is 7 ... months in this case ... to maintain solvency. After that time where does the money come from? The Board doesn't know. And this ex-board member doesn't know either.

And, there is yet the April Convention to pay for, which usually costs over $10,000 net, after any income.

A proposal was put forth to the board of directors a couple weeks ago, that would have balanced the budget and eliminated the monthly overspend, if accepted and approved. This V.P. and three or four other Board members voted in favor of that. The majority, however, voted against the proposal and it was defeated. The president and treasurer ignored a request to see the financial books to see for themselves what else might be trimmed.

At this time, they stated they can do no more to help. And, they are concerned that when the League runs out of money and the day of reckoning comes, the Board will rightfully be held accountable. They did not want to be on that board when that time comes. If they cannot help, they want to get out of the way because even as a board member they could not stop the excess spending.

Also, they believe that any organization, especially a non-profit one run by volunteers should be entirely transparent ... which this board and they suspect previous ones, have not been.

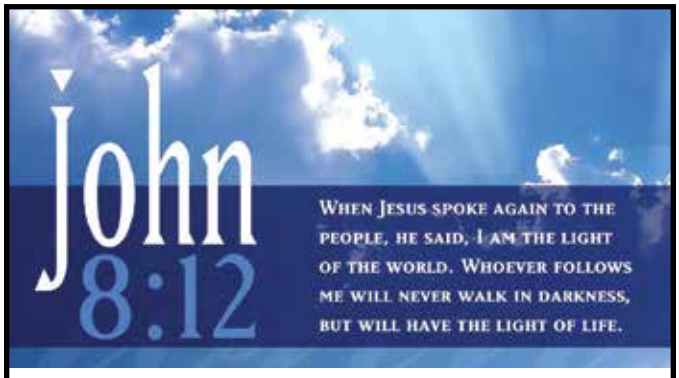
They further state, if GSMOL falls, hopefully a new entity will spring up to take its place. We must have a lobbyist and MRL-savvy attorney and intelligent leadership to help protects us, as mobilehome owners, from unscrupulous park owners of California and their attorneys, who would wipe away our MRL rights in a heartbeat if no one stands in their way.

Editor's Note: We applaud the efforts of this V.P to help the MH Community by sharing some of their concerns about a small group who essentially run the Board of Directors for GSMOL.

One responsibility any Board has is to maintain a viable organization. This downturn of membership has taken place over the last 25 years. In 2004, we went before the BOD and said someone must be held responsible. We suggested a change of leadership, i.e. that the then President Steve Gullage resign for the good of the League. Of course that never happened.

We are saddened that GSMOL may close its doors. Things could have been different. GSMOL had many chances to turn it around and do the right thing.

We at MH Life Magazine will use the upcoming months to work on a plan to save all the positive, benefical aspects of GSMOL, including their membership, and their volunteer network. We hope the Community will work with us to make "lemonade out of lemons."



PRAYER REQUESTS

Do you need prayers? Prayer changes everything. There are praying churches in various communities which can pray for you. E-mail your prayer requests to: prayingchurches@gmail.com. You can state your first name or initials or remain anonymous. Your request will be kept confidential. Believe that God is going to move mightily in your life as others from various churches pray for you.

*Home Situation *Worries & Anxieties *Healing *Illness *Loneliness/Depression *Finances *Strength *Guidance * Job *Others

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From The Staff MH Life Magazine

Welcome back to MH Life Magazine, the number one source of information for mobilehome owners in California. The last two years we've distributed almost 350,000 magazines, at a cost of well over $100,000. Unfortunately we've only received about $10,000 from the community, so please do your share and help us continue to provide you important information. Now you can subscribe for six months, i.e. six issues for only $5. And that's delivered to your mail box. No one will know you're getting it, not even your manager.

As you can see, this month we're doing something quite different (it saves us both distribution and printing costs - let us know what you think). We're inserting one month (March), into another month (February). We suggest you simply remove the twelve page March issue and save it for next month.

Sam Meng, the 19 year old from Rowland Heights, continues his three part series on Retaliatory Eviction (pages 4-5). It is quite interesting to see what lengths his park went in order to quiet his advocacy: MRA1441(mra1441.org). This is a good example how some parks might react when residents unite and challenge management.

So why do we publish MH Life Magazine? Find out on pages 6-7. As you can see both Donna Matthews and Frank Wodley have been to court with their respective parks. Donna went to court to try to save her home, which she unfortunately lost because of a disputed $75 utility bill. In 2004, Frank's park owner took him to court to get a restraining order. Their strategy, evict Frank because he was doing such a good job as an advocate leader in his park.

If you've been reading the Magazine, you will know we promote teamwork, sharing, networking and working together. We feel it is critical. What you don't know is that six years ago COMO-CAL suggested partnering with GSMOL and other advocates, i.e. form one group for the good of the MH Community. Read what happened on pages 8-9.

Recently a COMO-CAL member asked for our help because his park issued a notice that all older mobilehomes would be removed from the park upon sale. Anyone familiar with the Mobilehome Residency Law (MRL) knows this is a violation of MRL Section 798.73. So again we say: it is important that all MH owners understand the law when selling a home that will remain in the park. See pages 10-11.

There are many similar laws that effect MH owners in big ways. In fact, tthere are too many laws for anyone to understand well. That's where COMO-CAL comes in. We have a Help Line. Join COMO-CAL and we can advise you. And there are so many other benefits. Such a small price for peace of mind!

Finally this month, Sam Meng (he is studying to be a para-legal) examines two sections of the MRL he believes needs to be modified. See pages 12-13.

There are rumors that big changes are coming this year. Subscribe to MH Life Magazine and don't miss one issue. One article may save you a big headache and/or save you thousands of dollars. *Be Well, From the Staff of MH Life Magazine.*

MH Life

Serving California's Mobile & Manuf. Housing Communities

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Retaliatory Eviction Part II by Sam Meng

This article is a continuation of last month's which I had done regarding our family's experience with our park's retaliatory Unlawful Detainer action. Our case is an example why mobilehome park residents do not defend themselves when wronged by management and even let the management do whatever they want.

Park management today will usually retaliate in a knee-jerk effect against the resident. Though laws have attempted to prevent retaliation, the threat of eviction is a common tactic used by park owners to scare residents into being complacent and accepting of abuse by management. This tactic, however, did not make our association bow to its knees. The park owner did not bet on a persistent family and a big group of residents tired of being taken advantage of and abused by the park management.

After our family moved in to Rowland Heights Mobile Estates for a couple months, we found many residents, especially the elderly and residents with little fluency in English, were being abused or taken advantage of by the park management. Some examples include receiving incorrect rent increase notices, threatening to search their homes for alleged rule violations, not being able to use the clubhouse for park wide events, and having their cars arbitrarily towed in a matter of seconds, even when the residents are merely switching cars out of their driveway.

After forming our association, the management eventually filed an Unlawful Detainer action 5 months after the first 7 day notice. We answered timely, denying their allegations and raising defenses such as retaliatory eviction (a common mistake many tenants make is filing an answer late as the deadline for UD's are short). A Motion for Summary Judgment was then filed by the park, which is the park stating that the judge should just decide then and there, before the court trial, that the park had won the case and therefore should have us evicted. A Motion for Summary Judgment is approved when the judge feels there are no contested issues that have to be decided in a trial.

As the deadline for replying to the motion is very short, the park was probably hoping that we would not be able to put something together on time. However, with the help and support of many residents, we made many declarations and opposed the motion, stating many reasons why the motion should be denied. The judge then decided that retaliation and whether the park had filed the Unlawful Detainer action in bad faith are still triable issues that have to be decided in trial court. This was a small victory in and of itself because if we had lost, we may have lost our home about two years ago without an actual court trial.

After some other pre-trial motions, we were denied a jury trial due to a technicality. However, the trial judge assigned to

Preparation of signs for Demonstrations

Rowland Heights Mobile Estates

1441 S. Paso Real Ave.
Rowland Heights, CA 91748
626-964-5915
email: rhme-lavonda@hotmail.com

CLUBHOUSE RESERVATION

Date:_____

Name:_____
Space:_____

What type of Meeting? _____

Date of Meeting:_____

Time:_____

Requirements: **Proof that the entire Park was invited .**

1. No nonresidents may attend.
2. A "Sign in" sheet is required to be given to us at the end of the meeting.
3. A Responsible Resident must sign to clean up after meeting. This includes returning tables & chairs to original positions, wiping down table tops, sweeping & mopping floors, emptying trash cans by taking bags of trash to dumpsters and leaving kitchen in a clean state as well.

By signing below, I will meet all of the requirements stated above.

_____
Resident

_____
Date

_____
Park Manager

Clubhouse Reservation Form showing conditions park requires to use clubhouse.

Demonstration by residents in Rowland Heights

Park closed Clubhouse knowing residents had scheduled a meeting. Park claimed it was closed for cleaning.

us seemed to really care about making the right decision on our case. He took the time to understand the mobilehome residency law and our situation, and was patient with my parent's poor English. He also tried to make sure the park's attorneys were not taking advantage of us, being unrepresented.

The trial lasted for about 4 hours. During the trial the park had brought the HCD as their witnesses to show that there was a code violation because we did not apply for a permit to change the awnings; therefore, if they didn't kick us out, they would be denied their permit to operate. The irony in this is that the park had basically inflicted it upon themselves when they wouldn't cooperate with us and approve a modification of the awning supports (A permit is required to be signed by the management prior to approval), they just wanted everything to be put back as it was. What reasonable park owner would do that unless they are intending to trap the homeowner into eviction?

We brought our own witnesses and many other residents came to our trial, silently supporting us. Because so many people showed up supporting us in the trial, the judge made a comment that it was obvious there was much discontent with the management. It can be safely be assumed that having support is powerful. And it was joyful to see one side of the courtroom behind us filled with residents from our park,

Continued on page 14.

Why We Publish MH Life Magazine

First of all, who are the "we?" In this case, the "we" is Frank Wodley and Donna Matthews. Both Frank and Donna have had "in court" experience with their respective park owners. In Frank's case, it was an attempt by the park owner to get "advocate" Frank out of the park. In Donna's case, she lost her home over a $75 utility bill. Below is a brief history.

Donna Matthews Court Battle

Donna, now in her 80's, has been an advocate for over 25 years, primarily as a GSMOL manager. She has always embraced ethics and truth and has studied the laws, including contract law. Although Donna is now retired as an advocate, she did send her important files to Frank so that he could continue getting her message out - that the laws are in place, we just have to know how to use them.

Frank Wodley's Court Experience

Frank and his family (Rose his wife and Jason his son) moved into Chatsworth MHP in September 1998. Needless to say, he was immediately shocked by the actions of management: the continual 7 day notices, the nice clubhouse closed, new rules and regulations without following the proper procedure and harassment and intimidation of residents, booting of cars, etc. He was targeted by park management because he was outspoken.

They wanted to keep him in line and under their control. As an individual resident without any prior experience living in a mobilehome park, Frank was scared, bewildered, and of course had no idea what to do. He first randomly picked an attorney out of the yellow pages. It cost him $1000 to have him write a letter to the park. The letter was never acknowledged and in fact the park continued their harassment.

Finally, in 2002, Frank began to reach out for help. He was not alone as other residents in his park did also. GSMOL was invited to the park and Chapter 159 was reactivated. After learning about GSMOL, I didn't hesitate to join. The only problem, the new GSMOL leaders were all pro-management (they provided residents with bogus phone numbers and never did anything).

The next year (4/5/2003), after prodding from friends and neighbors, Frank agreed to become GSMOL Chapter President. He held monthly meetings, sent out monthly newsletters and challenged the management and park owner on many issues. In fact Frank was so effective (with the support of 100 GSMOL members) that the park owner, probably with the help of the park owners group, the WMA (Western Manufactured Housing Communities Association), decided to try to evict him. The attorney group Coldren, an infamous pro-park attorney, was hired. Their strategy was to have the park manager file a "harassment" lawsuit, as a single, helpless mother of one, against Frank, the big brute. Their hope was it would lead to a restraining order and eventually to Frank's eviction. Other park employees would testify on her behalf. Frank's experience was not unlike the experience of Ken Meng with his park in Rowland Heights. Although this type of lawsuit is usually a slam-dunk for park owners, this time the judge ruled there was enough evidence for a restraining order and suggested both parties settle the lawsuit, which they did.

Today, were happy to report that Chatsworth MHP is a much better place to live. Most of the issues have been resolved and the present manager is professional and respectful to residents.

Why We Do What We Do

Although both Donna and Frank were already advocates, their dedication to help, assist and protect other MH owners only became stronger because of their experiences.

This is not uncommon. Many "victims" have founded wonderful groups because of something terrible happening, whether the abduction of a child, a death due to a drunk driver, etc. One well known example is John Walsh who became an advocate for victims of violent crimes and the host of the television program America's Most Wanted after his son Adam was abducted and found murdered.

These folks want nothing for themselves and simply want to do what they can to prevent such a thing happening again. This is true of Donna and Frank.

From Frank Wodley

I full well understand how ruthless a park owner / park manager can be. I experienced such a situation first hand for over 10 years. And I'm sure many of our readers have experienced or are now experiencing such mistreatment. Donna and I only want to share our expertise and knowledge. And we want to promote UNITY where everyone shares, networks and works together. Help us by joining COMO-CAL.

Let's Eliminate Management Problems. Let's Do It Together

Have You Experienced Problems with Your Park Manager?

We'd guess everyone has, at one time or another. While most issues are minor, some are illegal, have serious consequences and violate the Mobilehome Residency Law. Since there is no viable enforcement of the law, most illegal actions by management go unchallenged. We want to stop that.

Here are just a few illegal acts by management:

- Illegal restrictions on the clubhouse. For example, closing the clubhouse entirely, limiting the hours the clubhouse is open, charging residents to use the clubhouse for "all park" meetings.
- Illegal Rules and Regulations. Park managers often make up new rules and regulations, then enforce them without meeting with residents and having a six month wait period.
- Abuse. For example, managers often yell and are disrespectful to residents, they often harass, intimidate and promote fear among the park residents.
- Illegal interference of sales. This can exhibit itself when a park does not accept a buyer as a resident, although the buyer is well qualified, has the income to pay rent and has not been evicted. The park can require either the seller or the buyer to upgrade the home before the park will allow it to stay in the park. This might cost thousands of dollars and take a lot of time to accomplish.

It Could Happen To You

Living in a park with an abusive manager can be a living hell. Just ask the folks at Rowland Heights Mobile Estates (MH Life Magazine December 2015 page 4, January 2016 pages 6-7 and February pages 4-5). And it can just as easily happen to you as to any MH owner who pays rent to a landlord.

A Short History

We are a fan of the Senate Select Committee on Manufactured Home Communities (http://mobilehomes.senate.ca.gov/). They have an online archive of 44 hearings on various topics of interest. In fact, in 1982 they had a Hearing on Management Problems (this hearing is not available online). The next meeting was 22 years later in 2004. We attended. Now more 11 years have passed and still NOTHING has been done to resolve these serious problems.

Goal of COMO-CAL / MH Life Magazine

One of our goals in 2016 is to challenge actions by management that are illegal. We intend to write letters, to use MH Life Magazine and, if necessary, to use our legal fund to confront their illegal activity. (three excellent reasons to join!)

It's Up To You

We hate to see folks suffer. We hate to see folks lose money. We hate to see managers run roughshod over residents. We hate to see residents walk away from their homes because managers won't approve qualified buyers or they can't afford costly upgrades managers require.

We hope you care as much as we do. Don't tie our hands. Allow us to do our work, make some progress and try to eliminate some of these problems that have plagued mh owners for decades.

What Can You Do?

There is much you can do.

- Make a donation, We need funds to hire attorneys and to print the magazine. And don't think nickels and dimes. If you really want us to make a difference, make a donation of $25, $50, $100 or more. Remember, one letter from an attorney might cost you $1000.
- Join COMO-CAL. You receive $41 of benefits and services for just $25, including 12 issues of MH Life Magazine.
- If your park has a pro-resident group, ask them to network, share and work with us. It's better to work together. As an individual you are VULNERABLE!
- Volunteer to help us with calling, mailings, etc.
- Remember, we make this offer today. Without your support we may not be around to make it tomorrow!

The Past - A Missed Opportunity

Both COMO-CAL and the Magazine have offered our hand in peace and cooperation to GSMOL and other advocates over the years. We have offered not only to work with GSMOL, but to support GSMOL and help make GSMOL a better, stronger organization. We know the importance of a strong presence in Sacramento!

Recently, the Magazine offered to promote GSMOL at no cost to them. After all we have a terrific network of distributors.

The following is an example of a suggestion we made six years ago. We release it now, for the first time to demonstrate our willingness to work with other advocates over the years. We have never been "self serving" or only interested in ourselves.

At the request of GSMOL, COMO-CAL attended three summits organized to unite advocates on legislation. We met (Frank Wodley, Bob Hites and attorney David Grabill) with GSMOL (Tim Sheahan, Jim Burr and attorney Bruce Stanton) the morning of the second summit in Sacramento.

COMO-CAL was first to speak and suggested finding some common ground, something we both could agree on. Our plan was, in fact, for all advocates to pool their resources and expertise and form one UNIFIED group. Surprisingly, GSMOL's representatives were excited and embraced the possibility. This "plan" was presented at an afternoon meeting, which included John Tennyson of the Senate Select Committee and leaders of other groups, such as CMRAA and the Sonoma group. Everyone was excited and surprised that advocates finally, for the first time in history, might begin working together. Backs were slapped, pictures taken and hands were shaken. In fact, a joint "press release" was written by GSMOL and COMO-CAL as follows:

Important Mobilehome Industry Press Release

Mobilehome Resident Advocacy Groups Pledge to Unite for Common Good

From: Leadership of Coalition of Mobilehome Owners – California, Inc. and Golden State Manufactured – Home Owners League, Inc.

On April 2, 2009, leaders from Coalition of Mobilehome Owners – California, Inc. (CoMO-CAL) and the Golden State Manufactured – Home Owners League, Inc. (GSMOL) met in Sacramento to begin forging a dramatic new relationship that has as its goal the creation of a better, stronger state-wide advocacy group for mobilehome residents. Currently these two groups each serve a state-wide membership, and have sometimes had differing agendas or philosophies about how the interests of their members should be met. Leaders of both organizations have recognized that the ideal state-wide advocacy group for mobilehome residents is one where the residents speak with "ONE VOICE" through their leaders, and are represented by one united, strong and well-financed organization. A single state-wide organization is better equipped to pass new legislation and defeat harmful park owner Bills at the State Capitol, enforce current state and local mobilehome laws, get information about mobilehome rights into the hands of its members and provide valuable education and resources which can sustain and protect the mobilehome way of life. CoMO-CAL and GSMOL leaders recognize that their two organizations should not be operated as competitors if the end result is that neither can achieve maximum success in providing for the needs of their members. A better option is available.

Both organizations have thus pledged to make a new beginning for California mobilehome residents, and to work together for the common good of their memberships. This means a new working relationship between CoMO-CAL and GSMOL which will have at its heart a mutual respect for each other's leaders and members. A "Code of Ethics" is being drafted which will focus on serving and promoting the general welfare of all members. Each organization pledges to be transparent and responsive to its own members, avoid speaking ill of any other advocacy group or saying anything which seeks to benefit one organization while potentially damaging homeowner rights, network and freely share information with each other, and generally provide a united front on any mobilehome issue. The immediate goal is to promote mobilehome volunteer leaders in a positive manner, so as to create more of them, and to share any and all information that is required to protect any mobilehome resident.

The most immediate impact of this new relationship will be felt in the area of legislation. CoMO-CAL and GSMOL have taken the lead in promoting and forming a new legislative coalition which includes many other mobilehome advocacy groups and allies. This new coalition, to be known as "_____" will become a familiar name in the halls of the State Capitol, and will represent the interests of California mobilehome residents with ONE VOICE. This will aid in the passage of helpful legislation, and the defeat of harmful proposals. The goal is to create a central "brain storm" group which will make decisions based upon the needs of all their members and divide up the important task of finding evidence or witnesses to offer supportive testimony. One central coalition will also be able to organize cards and letters in support or opposition to a particular Bill, drawing upon the regional strengths of each organization. This new coalition is presently being formed, and will begin communicating to legislators as soon as possible.

Beyond legislation, CoMO-CAL and GSMOL see as their ultimate goal the formation of a UNIFIED mobilehome advocacy group which represents all RESIDENTS' interests with ONE VOICE. This PROCESS WILL REQUIRE FURTHER COOPERATIVE EFFORTS ON THE PART OF LEADERS AND MEMBERSHIP OF BOTH ORGANIZATIONS. FROM THESE EFFORTS, WE EXPECT TO CREATE a new state-wide ORGANIZATIONAL structure WITH A monthly newsletter, web-site, AND LOBBYING COMPONENT. WE FORESEE A SINGLE leadership BODY AT THE STATE LEVEL WITH A well organized regional leadership structure which reaches down to Chapter level and covers every part of the State. WE BELIEVE THAT A STRONG UNITED STATE-WIDE ORGANIZATION WILL ENCOURAGE A CORRESPONDING increase in membership for the new organization. The SPECIFICS OF THE NEW ORGANIZATIONAL STRUCTURE AND THE TRANSITION PROCESS ARE NOW BEING NEGOTIATED Stanton prefers a different word with a less confrontational connotation here, such as 'discussed') by a "Steering Committee", AND WE ARE HOPEFUL THAT WE CAN FINALIZE DETAILS of the proposed new organization IN THE NEAR FUTURE.

COMO-CAL and GSMOL leaders call upon all of their members AND CHAPTER AFFILIATES to follow their lead and work in cooperation and harmony with each other. We are all excited about the possibilities for a united organization, which is now a top priority. We RECOGNIZE THAT TRANSPARENCY, DEMOCRACY AND ACCOUNTABILITY AT ALL LEVELS OF THE NEW ORGANIZATION ARE ESSENTIAL IF WE ARE TO SERVE THE INTERESTS OF OUR MEMBERS EFFECTIVELY. We call upon each of our valued members to join with us to speak loudly with ONE VOICE. With ONE VOICE, we can work together to protect and improve our mobilehome way of life. With ONE VOICE we can become truly become the "team" that is needed. We look forward to serving you and assisting you…united with ONE VOICE!

In addition to COMO-CAL and GSMOL, the other state-wide advocate CMRAA was close to joining. That would have been terrific.

What Happened?

Remember, for the first time in the history of advocacy in California, advocates had a plan to UNITE and come together as one group, one voice for the greater good of all MH owners. The "press release" was a product of both advocates.

So what happened? A week or so after working on the press release, the GSMOL BOD voted, without any discussion with COMO-CAL or anyone else, to flatly reject the plan. They gave NO reason. In fact this has happened time and time, over the years. The "press release" was never released and no one, up to this time, knew about it.

Just Think!

Had the GSMOL BOD voted in favor of the "plan," advocacy today would be quite different. There would have been six years of positive progress. The unity of GSMOL and COMO-CAL would surely have resulted in a such stronger, more productive, more efficient organization. It would have eliminated any need for "whistle blowers," criticism or negativity.

It's Never Too Late

It's a new day. The GSMOL Board of Directors has changed significantly. Perhaps this is the time when we can come together. COMO-CAL is ready and willing. All it takes is a minimal effort on both sides to begin the process and set up a steering committee.

Perhaps soon we can formalize the press release. There would be back slapping, handshakes and photos all around. It would be a terrific day for the whole MH Community. Wouldn't it be wonderful and we could finally get down to the hard work at hand.

The Age of a Mobilehome Can't be Used to Remove it From a Park

This article was presented in April 2006 issue of The Voice, COMO-CAL's newsletter at that time. The three individuals, namely Dunn, Parker and Poidomani, are not be active in mobilehome affairs at this point in time. We know, however, you can call Housing and Community Development for up to date information.

We appreciate the individuals who supported our efforts to get this information out to the MH Community in 2006. The conclusions of these three still apply today.

Letter from State Senator Joseph Dunn

With regard to the refusal of your park management to permit you to resell your mobilehome in the park due to its age, our committee consultant indicates you should consider (calling HCD or) getting a private home inspector to check out the home and verify its condition. Age is no longer the criteria under Civil Code Section 798.73 (MRL) for determining whether a home can be resold in place. The issue is whether it complies with health, safety and construction standards of state law. If you need to make repairs as the result of the inspection, have those done and get a report verifying that the home meets code and present it to the management. If they still refuse to permit you to resell, you should check with GSMOL or another mobilehome owner advocacy group, or an attorney about possible legal action. Joseph L. Dunn, Senator, 34th District. Sacramento (916) 651-4034, Garden Grove (714) 705-1580Fax (714) 705-158. Capitol Office State Capitol, Room 2080Sacramento CA 95814.

State Senator Joe Dunn (D-Garden Grove) was elected in November 1998 to represent the 34th Senate District in Orange County; he was re-elected handily in 2002. The district includes the cities of Anaheim, Buena Park, Fullerton, Garden Grove, Santa Ana, Stanton and Westminster. Sen. Dunn is a strong advocate for seniors and affordable housing. He has been honored with legislator-of-the-year awards from mobilehome owners and others. Sen. Dunn lives in Santa Ana with his wife, Diane, and their two children.

Letter from Attorney Stuart Parker

At the request of CoMO-CAL, Attorney Stuart Parker provides the following analysis of the law regarding removal of older mobile homes by the park, per 798.73.5

Dear CoMO-CAL:

Although Park Management often tries to confuse and complicate the issues in order to establish its authority, the answers to the above questions fall into several simple rules which derive from California Civil Code section 798.73.5 and can be stated as follows:

WHEN CAN PARK MANAGEMENT REQUIRE "UPGRADES" TO A MOBILEHOME THAT WILL REMAIN IN THE PARK?

RULE: Park management may never require upgrade repairs or improvements for a mobilehome that remains in the park unless all three of the following conditions are met:

Condition No. 1: The repair or improvement is to the mobilehome, its appurtenances, or an accessory structure that is not owned and installed by the management, unless the damage has been caused by the actions of negligence of the homeowner;

Condition No. 2: The repair or improvement is based upon or is required by a local ordinance or state statute or regulation relating to mobilehomes, or a rule or regulation of the mobilehome park that implements or enforces a local ordinance or a state statute or regulation relating to mobilehomes; and

Condition No. 3: The repair or improvement relates to the exterior of the mobilehome, its appurtenances, or an accessory structure that is not owned and installed by the management.

In summary, the legal ability of park management to require "upgrades" for mobilehomes that will remain in the park is entirely dependent upon the park management being able to establish the violation of a local ordinance or state statute or regulation relating to mobilehomes that would occur if the "upgrading" were not accomplished.

Stuart Parker, Esq., Attorney At Law, smp@stuartmparker.com

In Conclusion

There should be no doubt regarding this law. You are not legally required to move your mobilehome when it is up for sale just because it is old. The only reason why you would have to move it is because there are existing health and safety issues that are uncorrected.

(These might include unsafe porches, railings, or steps. These might include electrical extension chords that you are using outside your home, or a shed that is too close to your home. If you have any questions regarding what might be a health and safety issue, please call HCD at …)

This law also applies to your buyer. A park can not arbitrarily tell you that your buyer must remove the home upon sale. Removal is entirely dependent on the ability of park management to establish Health and Safety Code violations that have not been remedied.

Protect your investment. Know your rights.

Letter from Sal Poidomani, HCD.

The following is an excerpt to a question posed by a resident

in a California Mobile Home Park to Housing and Community Development (HCD) in Riverside. Sal Poidomani heads that office and is very knowledgable about the law:

Your statement and interpretation of section 798,73 in the Mobilehome Park Residency Law is correct. This law applies to both pre or post 1976. Regardless if the home is pre-HUD home (pre 1976) it may not be removed unless the home meets all the factors contained in section 798.73 (age, width and condition). Bottom line, the home must be in significantly run down condition as determined by the enforcement agency. Historically, if we (HUD) conduct inspections of homes under this section and as requested by the park manager/owner and we find the home to be in substandard condition, we will cite the home owner and give them 30 days to comply. If they do comply, we no longer have a substandard home and therefore, not subject to 798.73. Essentially, the park is back to square one. On the other hand, if the home is vacant, and there is no one to cite or make the repairs, then the park can invoke section 798.73 and have the home removed.

Sal Poidomani, Codes and Standards Administrator II, State of California, Department of Housing and Community Development (HCD), Division of Codes and Standards, 3737 Main Street, Suite 400, Riverside, Ca. 92501

CONCLUSION

The law is clear. Senator Dunn, Sal Poidomani of HCD, and our attorney Stuart Parker all agree on the meaning of 798.73 (Removal of Mobilehome on Third Party Sale). You DO NOT have to move your mobilehome out of a park unless there are uncorrected "health and safety" violations.

Violations may range from stairs, railings or porches that are unsafe, to electrical chords being used outside your home. If there is any question, you can request an HCD inspection. Simply call HCD Riverside at 951-782-4420 and they will send you form #415 for that purpose. Simply write Technical Service Request in Section #4 on the form to request a "technical service inspection." The cost is $66.00 and well worth it if there is any confusion about the condition of your home. If the HCD inspection finds violations, don't panic. Usually they are easily resolved—fixing a porch railing, removing an extension chord, etc. HCD allows you 30 days to correct the violations. As per Mr. Poidomani above, "If they do comply, we no longer have a substandard home and therefore, not subject to 798.73. Essentially, the park is back to square one." HCD may even write "O.K. to sell" leaving no question about that issue.

CoMO-CAL is always available to answer your questions and point you in the right direction. Do not hesitate to call or email us (1-800-929-6061, comocal@yahoo.com, www.comocal.org).

Letter to Park Owner

Recently we mailed the letter (at the right) to a park owner who obviously either didn't understand the law or who didn't care that they were breaking the law. The park and owners name have been removed, as we continue work with them to correct this issue.

So what did it take for us to protect the resident and notify the park that they were breaking the law. It took one person to join COMO-CAL, that's all. We didn't require 5 or 10 or 50% of the park to join. Of course, we hope they will distribute the magazine in their park and promote membership in COMO-CAL. The best protection is to have a Home Owners Association and be active.

Our Method Works

Now you can remain anonymous, yet still put your park owner on notice when you think they are violating a provision of the Mobilehome Residency Law. Now you have the power of COMO-CAL behind you. We are happy to act on your behalf, especially when the law is so clear cut as the example above. Of course, we are not attorneys, but we can present the sections of the law we feel pertain to a given situation.

In order for this to work for both residents and COMO-CAL, we will only provide this service for members who have joined at least 45 days prior. It takes our time and resources to write letters, and our goal is UNITY. We can not unite folks if they only join when they have a problem. Remember you get $41 of benefits and services for every $25 membership. And we guarantee your satisfaction or we will refund your membership in full. No other organization offers so much for so little. Be safe, join the Coalition of Mobilehome Owners - California.

Coalition of Mobilehome Owners – California
P.O. Box 3774, Chatsworth, CA. 91313

Dear Sir:

I have received a complaint from a resident in your park regarding a section in a recent park newsletter as follows:

NEWS 2015 (November): ***MANAGEMENT NOTICE: We have determined it is necessary to take steps to upgrade the older section of the park. To do so we have to start eliminating older mobiles. Any mobiles built in the sixties will not be able to remain in the park if they come up for sale. It wasn't an easy decision, but one we feel is necessary.***

I would like to take the opportunity to provide you some clarity regarding the law. As of 2006, age is no longer a criteria under Civil Code Section 798.73 (MRL) for determining whether or not a home can be resold in place.

Please find enclosed an article we published in April 2006 on this matter which includes statements from a state Senator, an attorney and an official with HCD. They make it very clear that the age of a home is not to be used. I would suggest you refer to 798.73 yourself and publish a clarification in your next newsletter so all your residents know the current law.

If I can be of any help, please do not hesitate to call, write or email me.

Thank you.

Sincerely,

Frank A. Wodley
President, COMO-CAL
818-886-6479
fawodley@yahoo.com

Proposal For Changes in the MRL - Part I

by Sam Meng of the 114 Mobilehome Residents Association

*NOTE: This isn't a comprehensive list of changes we feel are needed in the MRL. This will be a long-term series of articles that would even include suggestions of additional laws that we should have to protect residents. Readers are encouraged to suggest anything else needed to be changed. We will publish needed changes in the Magazine. Residents are encouraged to contact their local assembly and State Senate representatives regarding the needed changes. COMO-CAL will send this list and discuss the changes needed with Senator Leyva, the current chairperson of the State Senate Select Committee on Manufactured Home Communities.

Civil Code Section 798.18

(a) A homeowner shall be offered a rental agreement for (1) a term of 12 months, or (2) a lesser period as the homeowner may request, or (3) a longer period as mutually agreed upon by both the homeowner and management.

(b) No agreement shall contain any terms or conditions with respect to charges for rent, utilities, or incidental reasonable service charges that would be different during the first 12 months of the rental agreement from the corresponding terms or conditions that would be offered to the homeowners on a month-to-month basis.

(c) No rental agreement for a term of 12 months or less shall include any provision which authorizes automatic extension or renewal of, or automatically extends or renews, the rental agreement beyond the initial term for a term longer than 12 months at the sole option of either the management or the homeowner.

The Mobilehome Residency Law (MRL) already protects residents from signing a lease in order to not have park owners unilaterally make clauses in the rental agreement that are unfair to residents. However, one way park owners coerce residents to sign leases is through raising rents if the lease is not signed. The Mobilehome Residency Law restricts park owners from charging a different rent amount to one who refused to sign the lease. However, it only guarantees the terms for 12 months. Park owners are still able to coerce residents into signing 15 year leases because the rental rate is cheaper and by telling residents that if they don't sign it after 12 months, they may give a higher rent in the lease.

Currently, park owners are also creating 5, 10, and 15 year leases with different rental rates for each. Section 798.18(b) only specify that the homeowner would be able to keep the same rental rate for a month to month basis, but does not specify which of the three (5, 10, and 15 year) lease terms should apply. Therefore, section 798.18 should be added specifying that all lease agreements should have the same terms and agreements.

We know that park owners are coercing residents to sign longer leases. Although residents could still sell their home with a non expired lease, residents would usually not be able to be protected by new laws passed by legislature or local governments, as the old lease usually precedes new laws. This is a tactic by park owners to exempt themselves from the law with 15 year leases.

Also, if this law is not changed, many residents will still have no say in the agreement they are basically forced to sign. Because the legislature knows about the high cost and potential damage to move a mobilehome, and the very little input residents have against this "virtual monopoly" as acknowledged by many local municipalities, this section should be modified to clarify the type of rental agreement that can be offered and further protect residents from signing something they don't want to sign. One way to fix this issue is to give the resident a choice to be able to sign the lease on the older term and conditions they had when they moved in.

Civil Code Section 798.25.5

Any rule or regulation of a mobilehome park that (a) is unilaterally adopted by the management, (b) is implemented without the consent of the homeowners, and (c) by its terms purports to deny homeowners their right to a trial by jury or which would mandate binding arbitration of any dispute between the management and homeowners shall be void and unenforceable.

This section, at face value, seems to protect residents from unilaterally adopted rules. Unfortunately, it doesn't. With the conjunction "and" right before subsection (c), this section won't be enforced until all three requirements are met, the last requirement specifying that it is regarding arbitration or trial by jury. Therefore, this section only protects residents from the park owner adding a rule/regulation stating that binding arbitration is mandated.

This also raises another question. What if the park owner puts the arbitration clause in the rental agreement? Is it unenforceable? Right now, in our park, the park owner is basically coercing residents to sign a new agreement. In it is a release and arbitration clauses, which are denying homeowners their rights to sue. The park owners are using their monopolistic powers to force residents to sign this agreement. Therefore, the legislature should add stronger language to this law and clarify that (1) rules unilaterally adopted without consent of the homeowners and (2) clauses (whether in the agreement or rules) that deny homeowners their right to a trial by jury are both unlawful.

This may not be a problem in court as the court may interpret it the way it should be; however, this would be hard time for a resident to prove. A simple clarification of this law can go a long ways.

Civil Code Section 798.56

A tenancy shall be terminated by the management only for one or more of the following reasons:

(a) Failure of the homeowner or resident to comply with a local ordinance or state law or regulation relating to mobilehomes within a reasonable time after the homeowner receives a notice of noncompliance from the appropriate governmental agency.

(b) Conduct by the homeowner or resident, upon the park premises, that constitutes a substantial annoyance to other homeowners or residents. .....(c).....

(d) Failure of the homeowner or resident to comply with a reasonable rule or regulation of the park that is part of the rental agreement or any amendment thereto. No act or omission of the homeowner or resident shall constitute a failure to comply with a reasonable rule or regulation unless and until the management has given the homeowner written notice of the alleged rule or regulation violation and the homeowner or resident has failed to adhere to the rule or regulation within seven days. However, if a homeowner has been given a written notice of an alleged violation of the same rule or regulation on three or more occasions within a 12- month period after the homeowner or resident has violated that rule or regulation, no written notice shall be required for a subsequent violation of the same rule or regulation. Nothing in this subdivision shall relieve the management from its obligation to demonstrate that a rule or regulation has in fact been violated.

Sections 798.56 (a), (b), and (d), need to be taken out of the list as reasons to terminate tenancy. According to this law, if the park felt that a homeowner is breaking a "rule," even an unreasonable one created unilaterally by the park owner, the park owner can terminate a homeowner's tenancy, kick them out of their home, and even take the home of the homeowner. The trial court in an Unlawful Detainer case found that evicting a mobilehome resident, not because of nonpayment of rent, is unjust due to the summary nature of Unlawful Detainers which could easily result in homeowners losing their homes. Since park owners preferred to start termination of tenancy instead of doing a temporary restraining order, especially to retaliate homeowners, this section has to be modified to exclude reasons to terminate tenancy that can be resolved under section 798.88.

Section 798.88 is a more recently passed law that gives an alternative to enforcement of rules/regulations. It allows the park owner to seek an injunction to have the rules enforced. This is an important step to protect the homeowner's rights as many rules enforced by the park owners are unjust. Homeowners need a venue that isn't as stressful or fast paced with a possibility of losing their home to be able to tell a neutral arbiter his/her side of the story and have a judge to rule equitably. The park has to provide clear and convincing evidence too.

One example is the same Unlawful Detainer case. The MRA1441 President's family were given a notice to terminate tenancy because they had widened their driveway, as the driveway was too narrow for their car upon move in, the posts would often scratch their car. When the adjustment was made and the driveway was widened, the park manager told them to remove the posts and put everything back as it was. However, they couldn't as they have to widened it to park their car. Also, many residents have done the same to theirs, including the resident manager's home. A letter was then sent to the park stating the reasons why the family wouldn't put everything back. The park did not respond, and took no action on the matter until six months later, when the family formed their residents' association and organized residents together to solve the many issues in the park.

Long story short, the park filed an unlawful detainer in retaliation, distressing their family for months until the judge ruled that they are allowed to widen their driveway and now the park has to allow them to do it (permission from the park is necessary for a permit from the state). The lawyer still tried multiple times to evict or fine them on some technicalities, but the judge continued to refused their requests as he found there has been retaliation by the park owner. However, they caught the judge on attorneys' fees. They appealed the judge's decision to deny their attorneys' fee and got about $3000 out of about $25,000 of fees initially requested because of the MRL.

It can be seen that Section 798.88's method of an injunction is found to be much more cost effective, saving court resources, and relieve much distress to the homeowner. However, currently it isn't mandatory for the park owner to pursue this option. Therefore, this section also should become mandatory to prevent the park owner to use his/her's monopolistic power to oppress and threaten residents.

Of course, this will raise the concern on whether the homeowner will follow the order of the court to correct the issue. 798.56 could be modified where it states that termination can occur if after an injunction, the homeowner still refused to correct the issue. This would be completely reasonable and protects not only the homeowner, but also the park owner.

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A Note To San Diego Area Mobilehome Owners

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The state of advocacy in California is about to change and it more critical than ever that you support our work.

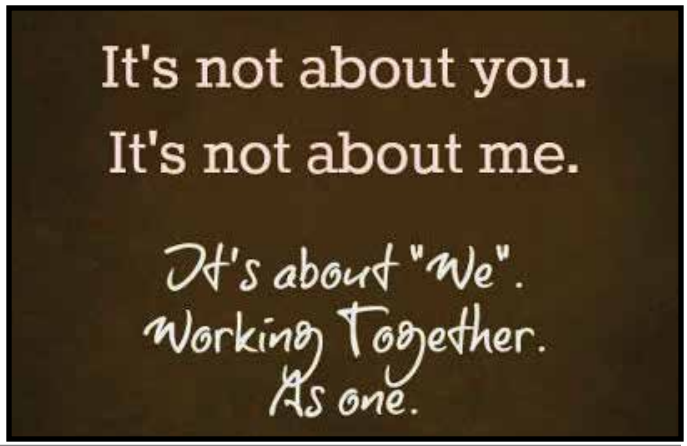
Ken Meng (far left), Joe & Sam Meng (5th&6th from left) going to court with their supporters

Continued from page 5: while the park managers and HCD officers were by themselves on the other side.

The judge towards the end decided that he would rule in favor of the park but would not evict us under the condition that we extend the awning supports up to code in 60 days. He decided this as the violations truly did exist and that the park could legally be sanctioned for it. He, however, denied that we had violated other park rules and stated that the park sending a 14 page Seven Day Notice shows that they did not properly communicate with us, possibly with an intention to not resolve the issue outside court. Though he did not blatantly state that there was retaliation by the park management yet, he left the door open for future hearings.

Our family then thought that it was finally over, the park could not evict us anymore and we could now properly fix the code violations with the park management's permission. What we didn't realize is the other tricks the park's attorneys had on their sleeves.

Article by Sam Meng, son of Ken Meng, President, 1441 Manufactured-Home Residents Association, Rowland Heights, CA. 133@mra1441.org. (626) 581-6580



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