

**LIST OF ATTACHMENTS FOR PUBLIC HEARING ITEM  
NO. 1 – CONSIDER THE APPEAL FROM SANTIAGO  
PROPERTIES OF THE MOBILE HOME PARK RENTAL  
REVIEW BOARD DECISION ON THE PETITION FOR A  
RENTAL INCREASE AT THE FRIENDLY VILLAGE  
MOBILE HOME PARK**

- A. Council Resolution**
- B. Municipal Code III-30 Mobile  
Home Park Rent Increases**
- C. Index of Record of Proceedings**

**PLEASE NOTE:**

**DUE TO THE LARGE SIZE OF ATTACHMENT C  
MATERIALS, HARD COPY IS AVAILABLE AT THE CITY  
CLERK'S OFFICE.**

**PLEASE CALL *CITY ATTORNEY'S OFFICE* IF YOU HAVE  
ANY QUESTIONS REGARDING THIS AGENDA ITEM AT  
*408/586.3040*.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS UPHOLDING THE MOBILE HOME PARK RENTAL REVIEW BOARD’S DECISION OF JANUARY 26, 2012, DENYING THE FRIENDLY VILLAGE MOBILE HOME PARK OWNER’S PETITIONED REQUEST FOR RENTAL INCREASE**

**WHEREAS**, on July 26, 2011, the tenants of Friendly Village Mobile Home Park, 120 Dixon Landing Road, filed a petition with the Mobile Home Park Rental Review Board to contest the proposed rent increase by Santiago Properties, the owners of Friendly Village Mobile Home Park, pursuant to MMC § III-30-8; and

**WHEREAS**, on August 30, 2012, Santiago Properties filed a petition for rental increase pursuant to MMC § III-30-7; and

**WHEREAS**, on January 19 and 20, 2012 the Mobile Home Park Rental Review Board conducted a hearing on both petitions pursuant to MMC § III-30-13 and a stipulation by the parties; and

**WHEREAS**, on January 26, 2012, the Board adopted the written Decision denying the rent increase; and

**WHEREAS**, on February 6, 2012, Santiago Properties appealed the Board’s Decision; and

**WHEREAS**, pursuant to MMC § III-30-19, on appeal the City Council solely reviews “the administrative record and inquir[es] as to whether the Board proceeded without or in excess of its jurisdiction and whether there was any prejudicial abuse of discretion. Abuse of discretion is established if the Board did not proceed in accordance with [the Mobile Home Park Rent Increase] ordinance and amendments thereto, their decision is not supported by the findings or the findings are not supported by the weight of the evidence.”

**NOW, THEREFORE**, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has duly considered the full record before it, which solely consists of such things as the City staff report, materials, testimony and anything else presented to the Mobile Home Park Rental Review Board and the record of proceedings before the Board regarding this matter. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The Mobile Home Park Rental Review Board’s Decision dated January 26, 2012, did not exceed the Board’s jurisdiction.
3. The Mobile Home Park Rental Review Board conducted the hearing on January 19 and 20 in accordance with the Mobile Home Park Rent Increase Ordinance.
4. The Mobile Home Park Rental Review Board’s Decision was supported by findings and the findings were supported by the weight of the evidence.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Mary Lavelle, City Clerk

\_\_\_\_\_  
Jose S. Esteves, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael J. Ogaz, City Attorney

**Milpitas, California, Code of Ordinances >> Title III - BUSINESS AND PROFESSIONS >> Chapter 30 -  
MOBILE HOME PARK RENT INCREASES >>**

**Chapter 30 - MOBILE HOME PARK RENT INCREASES**

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**III-30-1.00 - Purpose and Findings**

1.01

Mobile home owners, unlike apartment tenants or residents of other rental stock, are in the unique position of having made a substantial investment in a residence for which space is rented or leased. Removal and/or relocation of a mobile home from a park space is not a practical alternative to accepting an excessive rent increase in that it can only be accomplished at substantial cost, and in many instances may cause extensive damage to the mobile home and loss of appurtenances such as integrated landscaping and supporting structures inconsistent with the new location. Because mobile homes are often owned by senior citizens, persons on fixed incomes, and persons of low and moderate income, exorbitant rent increases fall upon these individuals with particular harshness.

- 1.02 In 1984, in response to the problems in one (1) mobile home park, the City Council appointed a committee to make recommendations to the Council regarding rent stabilization. Following that recommendation, Ordinance No. 224 was adopted in 1985 to provide for mediation of rent disputes.
- 1.03 The City Council declares that it is now necessary in the public interest to establish a means by which to resolve the occasionally divisive and harmful impasse between park owners and mobile home owners. After consideration of numerous factors, including the mandates of State law, regulations which best fit the needs of the City have been selected.
- 1.04 Rent control regulations are consistent with the City's policy to encourage a variety of housing types, prices and densities within the community, respond to the need to preserve existing housing stock and assist in providing housing for low and very low income households.
- 1.05 Rent control regulations can assist in protecting affordable housing in combination with City programs and actions designed to reduce costs to the consumer which help to provide a variety of housing types within a range of costs to meet the needs of all income groups.
- 1.06 The regulations which are set forth in this Chapter are designed to produce stability in rent increases for mobile home park tenants while recognizing the rights of mobile home park owners to receive a just and reasonable return.
- 1.07 The Council finds that the adoption of the ordinance codified in this Chapter will not have a significant, substantial or adverse effect on the physical environment of the community because enactment of this Chapter involves no deviation from the general plan and no change in the present use of any property within the City.

*(Ord. 224.2 (part), 8/18/92)*

### **III-30-2.00 - Definitions**

For the purposes of this Chapter, unless otherwise apparent from the context, certain words and phrases used in this Chapter are defined as follows:

- 2.01 "Affected Tenants" means all mobile home owners in a mobile home park who have been notified by the park owner that a rent increase (including service reduction) is to become effective on the same date.
- 2.02 "Base Space Rent" means the space rent charged and allowed as of November 1, 1991, plus any rent increase allowed thereafter pursuant to this Chapter.
- 2.03 "Capital Improvements" means the installation of new improvements and facilities or the replacement or reconstruction of existing improvements and facilities which consist of more than ordinary maintenance or repairs.
- 2.04 "City Clerk" means the City Clerk of the City of Milpitas or the Clerk's designate.
- 2.05 "Consumer Price Index (CPI)" means the Consumer Price Index for all urban consumers for the San Francisco/Oakland/San Jose Area (all items) index (1982-84 equals 100) as reported by the U.S. Bureau of Labor Statistics.
- 2.06 "Housing Services" means and includes those services provided and associated with the use or occupancy of a mobile home space, including but not limited to repairs, insurance, maintenance, replacement, painting, light, heat, water, laundry facilities and privileges, refuse removal, parking, recreation facilities, security service and any other benefits, privileges or facilities.
- 2.07 "Mobile Home" means a structure designed for human habitation which is transportable in one (1) or more sections along a street or highway, whether commonly referred to as a mobile home, recreational vehicle, or as a trailer.
- 2.08 "Mobile Home Owner" or "Tenant" means any person owning a mobile home who has a tenancy or right of use or occupancy of a mobile home space in a mobile home park.
- 2.09 "Mobile Home Park" means an area of land where two (2) or more mobile home spaces are rented, or held out for rent, or made available for use, to accommodate mobile homes used for human habitation.
- 2.10 "Mobile Home Park Owner" or "Owner" means the owner, lessor, operator or manager of a mobile home park in the City.
- 2.11 "Mobile Home Park Rental Review Board" or "Board" means the three (3) member Board, with one (1) designated alternate, appointed by the City Council of the City of Milpitas serving as the Mobile Home Park Rental Review Board.

- 2.12** "Mobile Home Space" or "Space," means the site within a mobile home park intended, designed or used for the location or accommodation of a mobile home and any accessory structures or appurtenances attached thereto or used in conjunction therewith where public utilities are provided.
- 2.13** "Rental Agreement" or "Lease" means an agreement entered into between the park management or owner and a mobile home owner establishing the terms and conditions of a mobile home park tenancy.
- 2.14** "Service Reduction" means any reduction in housing services which result in a cost savings to owner without a corresponding reduction in the moneys demanded or paid for space rent. A service reduction may constitute a space rent increase.
- 2.15** "Space Rent" means the total consideration, including any bonus, fees, surcharges, benefits or gratuity demanded or received in connection with the use or occupancy of a mobile home space in a mobile home park, or for housing services provided, and security deposits, but exclusive of any amount paid for the use of the mobile home as a dwelling unit.
- 2.16** "Space Rent Increases" means any additional rent above the Base Space Rent which is demanded of or paid by a tenant for a mobile home space including service reductions.

*(Ord. 224.6, 2/21/06; Ord. 224.4 (part), 2/2/93; Ord. 224.3 (part), 12/15/92; Ord. 224.2 (part), 8/18/92)*

### **III-30-3.00 - Exceptions to Chapter Provisions—Partial Vacancy Decontrol**

The provisions of this Chapter shall not apply to space rent or space rent increases during a thirty (30) day period commencing upon the completion of a new mobile home space or mobile home space first rented after September 1, 1992.

Nothing in this Chapter shall operate to restrict the rights of tenants and owners who have entered into agreements providing for a fixed term and/or a fixed rent for mobile home tenancies, beyond a twelve (12) month duration.

Nothing in this Chapter shall operate to restrict the rents charged by an owner in the case of voluntary termination (defined as voluntary removal of the coach by the tenant, excluding replacement of an old coach with a newer coach), abandonment of a coach in place, removal as a result of dealer pull-out (defined as the purchase, removal, and replacement of a coach by a dealer), or court ordered eviction.

*(Ord. 224.5 (part), 2/1/94; Ord. 224.2 (part), 8/18/92)*

### **III-30-3.10 - In-Place Sale—Space Rent**

In the case of an in-place sale of a mobile home the last rent charged is the initial space rent to be charged the new mobile home owner.

*(Ord. 224.5 (part), 2/1/94)*

### **III-30-4.00 - Hearing Process—Established**

There is established the Milpitas rental dispute hearing process ("hearing process").

*(Ord. 224.2 (part), 8/18/92)*

### **III-30-5.00 - Space Rent Increases—Review Procedures**

Except as provided in this Chapter, any space rent increase, after November 1, 1991, which exceeds an average of fifty percent (50%) of the increase of the CPI for the twelve (12) month period ending sixty (60) days before notice of such rent increase is given, or five percent (5%), whichever is less, above the space rent, shall be subject to review under the hearing process.

*(Ord. 224.2 (part), 8/18/92)*

### **III-30-6.00 - Space Rent Increases—Limit on Annual Increases**

The space rent of any mobile home space may not be increased more than once in any twelve (12) month period.

*(Ord. 224.2 (part), 8/18/92)*

### **III-30-7.00 - Hearing Process—Submission of Petition by Owner**

Any owner whose mobile home park is subject to the provisions of this Chapter and who seeks to increase rent in excess of the provisions of this Chapter shall be required to invoke the hearing process by a petition filed with the City Clerk which shall be processed and heard in the same manner as provided in this Chapter for tenant applications, provided that the owner shall notify, in writing, all tenants subject to such rental increase and shall include in the filing with the City Clerk a document executed by the person who has deposited into the regular first class mail or has personally served the notice affirming the source of the notice upon the tenants, listing the names and addresses of all such tenants. Suggested forms are attached as Appendices B through D set out at the end of this Chapter.

*(Ord. 224.3 (part), 12/15/92; Ord. 224.2 (part), 8/18/92)*

### **III-30-8.00 - Hearing Process—Submission of Petition by Tenants**

- 8.01** Upon the written petition, filed with the City Clerk, of at least ten percent (10%) of the affected tenants of any mobile home park without rental agreements as set forth in subsection (b) of Section III-30-3, the rental dispute hearing process may be invoked.
- 8.02** In the petition the tenants shall designate an individual to serve as the tenant representative for the purposes of receipt of all notice, correspondence, decisions and findings of fact required in this Chapter. Service of notice upon the designated tenant representative will constitute adequate and sufficient notice to the tenants who signed the petition. Failure to designate a tenant representative will render the petition incomplete and the petition will not be accepted for filing.
- 8.03** The petition shall contain the printed name and address (i.e., space number) of each homeowner whose rent is being increase, the date said homeowner was given notice by the park owner, and the signature of said homeowner. Appended to the petition shall be a copy of the notice given by the park owner (see Appendix A for suggested form of petition).
- (a) For the purpose of counting petition signatures only, each mobile home space for which a rent increase was noticed shall count as one (1) unit, regardless of the number of persons living in the mobile home on said space.
- (b) Any person living in a given mobile home may sign a petition on behalf of all persons living in said mobile home.

*(Ord. 224.3 (part), 12/15/92; Ord. 224.2 (part), 8/18/92)*

### **III-30-9.00 - Petitions—Form**

The application for review must be filed on a petition form prescribed by the Board and must be accompanied by such supporting material as the Board shall prescribe including, but not limited to, a copy of the owner's notice of space rent increase. The application shall be made under penalty of perjury and supporting documents shall be certified or verified as requested by the Board. Allegations of service reductions shall be submitted in writing. The burden of proof regarding such service reductions shall be on the person alleging such reductions. Suggested forms are attached hereto as Appendices A through C.

*(Ord. 224.2 (part), 8/18/92)*

### **III-30-10.00 - Petitions—Filing Requirements**

Except as provided in this Chapter, a petition must be filed thirty (30) calendar days prior to the effective date of the increase stated in the notice to tenant; provided, however, that a tenant shall have at least thirty (30) calendar days after receipt of notice of a space rent increase from the owner in which to file a petition.

*(Ord. 224.2 (part), 8/18/92)*

### **III-30-11.00 - Space Rent Increases—Notice**

- 11.01** Whenever an owner notifies a tenant or tenants of a proposed space rent increase which is subject to review under Section III-30-5, the owner shall also notify the tenant by the same type of notice or, at the owner's option, in the same notice, in a conspicuous manner, of the tenant's right to utilize the rental dispute hearing process and shall provide the following:
- (a) A copy of this Chapter approved by the board;
- (b) A statement that a copy of the Chapter was provided to the tenant; and
- (c) The business address and telephone number of the City Clerk.
- 11.02** All notices shall be given on the same day each calendar year although increases may take effect on different dates. The purpose of this requirement is to avoid the possibility of multiple disputes over rent increases for the same park within a given year. (This subsection 11.02 does not apply to increases pursuant to existing leases.)

**11.03** A list of all home owners (with their respective space numbers) receiving notice of rent increase concurrently or within the prior thirty (30) days will be made available to any noticed home owner within three (3) days of written request therefor to the park owner.

**11.04** Repealed by Ord. 224.3, 12/15/92.

*(Ord. 224.3 (part), 12/15/92; Ord. 224.2 (part), 8/18/92)*

### **III-30-12.00 - Space Rent Increases—Effective When**

Providing that a completed petition is timely filed, concerning a space rent increase subject to this Chapter, that portion of the requested rental increase (and only that portion) which exceeds the fifty percent (50%) increase in CPI limitation described in this Chapter or five percent (5%), whichever is less, shall not take effect unless and until such time as the Board allows such increase or portion thereof pursuant to the provisions of this Chapter.

*(Ord. 224.2 (part), 8/18/92)*

### **III-30-13.00 - Hearing—Procedures**

Within forty-five (45) working days from the date the petition as described in this Chapter is received by the City Clerk, the Board shall conduct a hearing with representatives of all parties, or within such additional time as may be mutually agreed upon by all parties to the hearing. The Board should give at least twenty (20) calendar days' notice to the parties prior to the hearing. The notice period shall commence upon deposit of the notice in the regular first class mail to the parties. Materials to be considered at the hearing must be made available to both parties to the hearing at least fifteen (15) working days in advance of the hearing. Extensions of time for the hearing process may be mutually agreed upon by both parties with the concurrence of the Board.

*(Ord. 224.2 (part), 8/18/92)*

### **III-30-14.00 - Hearing—Fee**

The cost of hearings conducted under this chapter shall be paid by the City.

*(Ord. 224.2 (part), 8/18/92)*

### **III-30-15.00 - Hearing—Conduct**

The hearing shall be conducted by the Mayor or by a person selected by the Board. Any party or their counsel may appear and offer such documents, testimony, written declaration or other evidence as may be pertinent to the proceeding. A record of the proceedings shall be prepared by the City Clerk who shall maintain it for a period not to exceed two (2) years.

*(Ord. 224.2 (part), 8/18/92)*

### **III-30-16.00 - Hearing—Determination**

Based upon the evidence presented at the hearing, the Board shall make a determination whether or not, in light of all the evidence presented, the proposed rent increase is reasonable under the circumstances, in accordance with the factors set forth in Section III-30-22. The burden of proof regarding such reasonableness shall be on the owner unless otherwise indicated.

*(Ord. 224.2 (part), 8/18/92)*

### **III-30-17.00 - Hearing—Determination—Notification**

Within fifteen (15) working days following the conclusion of the hearing, the Board shall make a determination in writing that the proposed space rent increase is reasonable under the circumstances or not, and shall make written findings of fact upon which such determination is based. The City Clerk shall cause copies of the determination and the findings to be mailed by regular first class mail to the parties.

*(Ord. 224.2 (part), 8/18/92)*

### **III-30-18.00 - Increase Determined Not Reasonable—Remedies**

Any rental or service charge increases which have been collected by mobile home park owners pursuant to an increase which is the subject of a petition for hearing and which is later determined by the Board to be excessive, shall, within ninety (90) calendar days be either returned to the tenants or credited to future rental charges at the option of the mobile home park owner. In no event, shall the time period exceed ninety (90) calendar days for carrying out the decision of the Board.

*(Ord. 224.2 (part), 8/18/92)*

### **III-30-19.00 - Determination and Appeal**

- 19.01** The determination of the Board shall be appealable to the City Council in accordance with the provisions of Section I-20-5 of this Code except that the hearing on Appeal shall consist solely of a review of the administrative record and inquiry as to whether the Board proceeded without or in excess of its jurisdiction and whether there was any prejudicial abuse of discretion. Abuse of discretion is established if the Board did not proceed in accordance with this ordinance and amendments thereto, their decision is not supported by the findings or the findings are not supported by the weight of the evidence.
- 19.02** It is the intent of this Section to set forth the manner of appeal from decisions of the Mobile Home Park Rent Review Board. The provisions of Section I-20-6.01 shall not govern matters related to decisions of the Board. Any party disputing the final conclusions and findings of the City Council may seek review of them pursuant to Sections 1094.5 and 1094.6 of the California Code of Civil Procedure.

*(Ord. 224.3 (part), 12/15/92; Ord. 224.2 (part), 8/18/92)*

### **III-30-20.00 - Determination—Applicability**

The determination made under the provisions of this Chapter shall be effective with respect to all mobile home park spaces, unless the tenant of such space has a written lease with the park owner which otherwise sets forth the rights and obligations of the parties with respect to rent.

*(Ord. 224.2 (part), 8/18/92)*

### **III-30-21.00 - Specification of Charges**

For any rent increase approved pursuant to proceedings conducted in compliance with the provisions of this Chapter, the mobile home park owner shall, when demanding any space rent which includes such allowed amounts, specify with particularity that amount along with a citation as to the authority for that amount and a demonstration of its calculation. Any notice of termination of tenancy served by the mobile home park owner upon a mobile home park tenant on the basis of a failure to pay rent which includes such allowed charges, shall similarly show such charges and the authority for their imposition.

*(Ord. 224.2 (part), 8/18/92)*

### **III-30-22.00 - Determination of Reasonableness**

The Board shall determine whether rent increases are reasonable under the circumstances taking into consideration that the purpose of this Chapter is to permit owners a just and reasonable return while protecting tenants from arbitrary, capricious or unreasonable rent increases. The Board's determination shall be made with reference to the factors set forth herein.

- (a) Fair Rent Return (Net Operating Income Approach set out in Sections III-30-22.1 through III-30-22.12).
- (b) Changes in the Consumer Price Index published by the Bureau of Labor Statistics.
- (c) The rent lawfully charged for comparable mobile home spaces in the City of Milpitas.
- (d) The length of time since either the last hearing and final determination by the Board on a rent increase application or the last rent increase if no previous rent increase application has been made.
- (e) The completion of any capital maintenance or rehabilitation work related to the mobile home space or spaces and park in general specified in the rent increase application, the cost thereof, including such items of cost including materials, labor, construction interest, permit fees, and other items as the Board deems appropriate. These costs will be amortized in accordance with standard accounting procedures and assessed as an item separate from rent.
- (f) Changes in property taxes or other taxes related to the mobile home park.
- (g) Changes in the rent paid by the applicant for the lease of the land on which the mobile home park is located.
- (h)

Changes in the utility charges for the mobile home park paid by the applicant and the extent, if any, of reimbursement from the tenants.

- (i) Changes in reasonable operating and maintenance expense.
- (j) The need for repairs caused by circumstances other than ordinary wear and tear.
- (k) The amount and quality of services provided by the applicant to the affected tenant including the value of service reductions.
- (l) Any existing written lease lawfully entered into between the applicant and the affected tenant.

(Ord. 224.2 (part), 8/18/92)

### **III-30-22.1 - Fair Return Rent Increases**

It is expected that a rent increase within the limits of Section III-30-5 will provide the owner with a fair and reasonable return. However, in the event a rent increase in the amounts specified in Section III-30-5 does not provide the owner with a fair and reasonable return, the owner may request an increase in excess of said amounts by filing a petition in accordance with the provisions of III-30-22.2 through III-30.22.12.

(Ord. 224.2 (part), 8/18/92)

### **III-30-22.2 - Presumption of Fair Base Year Net Operating Income**

For the purposes of determining the rent increase necessary to provide the owner with a fair and reasonable return, it shall be presumed that the Net Operating Income, as described below, received by the owner in the base year, provided the owner with a fair and reasonable return.

(Ord. 224.2 (part), 8/18/92)

### **III-30-22.3 - Base Year**

- (a) Except as provided in subsection (b) of this Section, base year means the 1990 calendar year.
- (b) For spaces which were exempt from the provisions of this Chapter pursuant to a rental agreement as described in Section III-30-3 and which are subject to the provisions of this Chapter because of the expiration or other termination of such rental agreement, "base year" means the last twelve (12) months of the term of the rental agreement.

(Ord. 224.2 (part), 8/18/92)

### **III-30-22.4 - Determination of Base Year Net Operating Income**

The base year Net Operating Income shall be determined by subtracting the actual operating expenses for the base year from the gross income realized during the base year.

(Ord. 224.2 (part), 8/18/92)

### **III-30-22.5 - Rebuttal of Fair Net Operating Income Presumption**

The owner or any mobile home owner who is a party to the hearing may present evidence to rebut the presumption of fair and reasonable return based upon the base year Net Operating Income as set forth in Section III-30-22.2 and the Board may adjust said Net Operating Income accordingly if the Board makes at least one of the following findings:

- (a) The owner's operating expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating operating expenses so the base year operating expenses reflect average expenses for the property over a reasonable period of time. The Board shall consider the following factors in making this finding:
  - (1) Extraordinary amounts were expended for necessary maintenance and repairs,
  - (2) Maintenance and repair was below accepted standards so as to cause significant deterioration in the quality of services provided,
  - (3) Other expenses were unreasonably high or low notwithstanding the application of prudent business practices,
  - (4) Costs of debt service paid during the base year, where the proceeds of the debt were used for capital improvements or rehabilitation in the mobile home park, do not reflect increases in interest payments resulting from either:
    - (i) Refinancing of the outstanding principal where such refinancing is mandated by the terms of the financing transaction, or
    - (ii) Increased interest costs incurred as a result of a variable interest rate loan;

- (b) The gross income during the base year was disproportionate. In such instances, adjustments may be made in calculating gross income consistent with the purposes of this Chapter. The Board shall consider the following factors in making this finding:
- (1) The gross income during the base year was lower than it might have been because some mobile home owners were charged reduced rent,
  - (2) The gross income during the base year was significantly lower than normal because of the destruction of the premises and/or temporary eviction for construction or repairs.

(Ord. 224.2 (part), 8/18/92)

### III-30-22.6 - Determination of Current Net Operating Income

The Net Operating Income as of the date of filing a petition requesting an increase in excess of the amounts specified in Section III-30-5 shall be determined by:

- (a) Annualizing the rents in effect as of the date of filing to determine the annualized gross income;
- (b) Determining the operating expenses during the immediately preceding calendar or fiscal year;
- (c) Subtracting the operating expenses determined pursuant to subsection (b) from the annualized gross income.

(Ord. 224.2 (part), 8/18/92)

### III-30-22.7 - Calculation of Gross Income

- (a) For the purposes of determining the Net Operating Income, Gross Income shall be the sum of the following:
  - (1) Gross rents calculated as gross rental income at one hundred percent (100%) occupancy, adjusted for uncollected rents as provided in subsection (b) of this Section;
  - (2) Income from any laundry facilities and parking fees;
  - (3) Costs of utilities paid directly to the owner by the mobile home owners; and
  - (4) All other income or consideration received or receivable in connection with the use or occupancy of the mobile home space.
- (b) Gross rents shall be adjusted for uncollected rents due to vacancy and bad debts to the extent such are beyond the control of the owner. No such adjustment shall be greater than three percent (3%) of gross rents unless justification for a higher rate is demonstrated by the owner.

(Ord. 224.2 (part), 8/18/92)

### III-30-22.8 - Calculation of Operating Expenses

- (a) For the purposes of determining Net Operating Income, operating expenses shall include the following:
  - (1) Costs of operation and maintenance;
  - (2) Utility costs to the extent they are not included in costs of operating and maintenance;
  - (3) Owner-performed labor compensated at reasonable hourly rates:
    - (i) No owner-performed labor shall be included as an operating expense unless the owner submits documentation showing the date, time and nature of the work performed,
    - (ii) There shall be a maximum allowed under this provision of five percent (5%) of gross income unless the owner shows greater services were performed for the benefit of the tenants;
  - (4) License and registration fees required by law to the extent such are not otherwise paid by the residents;
  - (5) Costs of capital improvements where all of the following conditions are met:
    - (i) The capital improvement is made at a direct cost of not less than One Hundred Dollars (\$100.00) per affected space or at a total direct cost of not less than Five Thousand Dollars (\$5,000.00), whichever is lower,
    - (ii) The costs, less any insurance proceeds or other applicable recovery, are averaged on a per space basis for each space actually benefited by the improvement,
    - (iii) The costs are amortized over a period of not less than sixty (60) months,
    - (iv) The costs do not include any additional costs incurred for property damage or deterioration resulting from any unreasonable delay in the undertaking or completion of any repair or improvement.
- (b) Operating expenses shall not include the following:
  - (1) Mortgage principal or interest payments or other debt service costs;
  - (2) Any penalties, fees or interest assessed or awarded for violation of any provision of this Chapter or of any other provision of law;

- (3) Legal fees except as specified in subsection (c) of this Section;
  - (4) Political contributions;
  - (5) Any expenses for which the owner has been reimbursed by any utility rebate or discount, security deposit, insurance settlement, judgment for damages, settlement or any other method or device.
- (c) Legal expenses allowed in the calculation of operating expenses shall include: attorneys' fees and costs incurred in connection with successful good-faith attempts to recover rents owing, successful good-faith unlawful detainer actions not in derogation of applicable law, and legal expenses necessarily incurred in dealings with the respect to the normal operation of the park to the extent such expenses are not recovered from adverse or other parties. Attorneys' fees incurred in relation to the administrative or judicial proceedings in connection with this chapter are not allowable as operating expenses.

(Ord. 224.2 (part), 8/18/92)

### **III-30-22.9 - Fair and Reasonable Return**

- (a) A fair and reasonable return is that amount required for the owner to maintain the base year Net Operating Income adjusted for inflation.
- (b) The adjustment for inflation shall be that amount required for the base year Net Operating Income to be increased annually by a percentage of the Consumer Price Index. The applicable percentage of the Consumer Price Index shall be set in accordance with Section III-30-22.11.
- (c) The increase in the Consumer Price Index shall be the increase from the filing date of the last owner petition to the filing date of the current owner petition. For the first Net Operating Income adjustment, the increase in the Consumer Price Index shall be the increase from the effective date of the last rent increase to the filing date of the current owner petition.

(Ord. 224.2 (part), 8/18/92)

### **III-30-22.10 - Consumer Price Index**

For the purposes of this Chapter, Consumer Price Index means the Consumer Price Index for all urban consumers in the San Francisco/Oakland/San Jose (all items) index (1982-84 equals 100), as reported by the U.S. Bureau of Labor Statistics.

(Ord. 224.3 (part), 12/15/92; Ord. 224.2 (part), 8/18/92)

### **III-30-22.11 - Applicable Percentage of Consumer Price Index**

- (a) The Board shall set the percentage of the Consumer Price Index to be used in the adjustment for inflation described in Section III-30-22.9. Said percentage shall be set annually before November 1st of each year.
- (b) The Board shall hold at least one (1) public hearing prior to setting the inflation adjustment percentage. The Board shall publish notice of the date, time and place of the public hearing at least thirty (30) days prior to the hearing date.
- (c) If the Board fails to set the inflation adjustment percentage before November 1st, the then current percentage shall remain in effect for the next calendar year.
- (d) The inflation adjustment percentage set by the Board shall apply to all rent increases which become effective on or after the first day of January immediately following the Board's determination.
- (e) Until such time as the Board first sets the inflation adjustment percentage of the Consumer Price Index, said percentage shall be sixty percent (60%).

(Ord. 224.2 (part), 8/18/92)

### **III-30-22.12 - Determination of Allowable Rent Increase.**

- (a) The Board shall set the rent increase in the amount required to provide the owner with a fair and reasonable return.
- (b) In determining the rent increase required to provide the owner with a fair and reasonable return, the Board shall determine:
  - (1) The fair and reasonable return in accordance with Section III-30-22.9.
  - (2) The gross income required to produce the fair and reasonable return.
  - (3) The rent increase needed to produce the required gross income.
- (c) Rent increases based upon costs of capital improvements shall apply only to those spaces benefited by the capital improvements.
- (d) Rent increases based upon increased operating expenses shall apply only to those spaces for which such increased operating expenses were incurred.

(Ord. 224.2 (part), 8/18/92)

**III-30-23.00 - Violation—Penalty**

- 23.01** Criminal Penalty. No person shall demand, accept, receive or retain any rent in excess of the amounts allowed under this Chapter. Any person may file a complaint regarding an alleged violation of this Chapter with the City Clerk. The City Attorney is authorized to, in his/her discretion, investigate and prosecute those complaints that are determined to merit prosecution. Any person found to have demanded, accepted, received or retained any rent in excess of the amounts allowed under this Chapter is guilty of a misdemeanor.
- 23.02** Civil Action. Any person who demands, accepts, or retains any payment of rent, in violation of the provisions of this article shall be liable in a civil action to the person from whom payment is demanded, accepted or retained for damages in the sum of three (3) times the amount by which payment or payments demanded, accepted or retained exceed the maximum rent which could lawfully be demanded, accepted or retained.
- 23.03** Waiver of Rights:
- (a) Any waiver or purported waiver by a tenant of rights granted under this Chapter prior to the time when said rights may be exercised shall be void as contrary to public policy, except as provided in this Section.
  - (b) It shall be unlawful for an owner to require or attempt to require, as a condition of tenancy in a mobile home park, a tenant, or prospective tenant to waive in a lease or rental agreement, the rights granted to a mobile home owner by this Chapter.
  - (c) It shall be unlawful for an owner to deny or threaten to deny a tenancy in a mobile home park to any person on account of such person's refusal to enter into a lease or rental agreement or any other agreement under which such person would waive the rights granted to a tenant by this Chapter.
  - (d) Nothing in this Section shall preclude an owner or tenant, or prospective tenant, from entering into a lease or rental agreement described in Section III-30-20 provided that such lease or rental agreement is not procured by a requirement that it be entered into as a condition of tenancy in the mobile home park, and is not procured under a threat of denial of tenancy in the mobile home park.

(Ord. 224.2 (part), 8/18/92)

**III-30-24.00 - Permissible Reasons for Eviction**

A tenant may refuse to pay any rent in excess of the maximum rent established pursuant to this Chapter. The fact that the unpaid rent is in excess of the maximum rent shall be a defense in any action brought to recover possession of a mobile home space for nonpayment of rent or to collect the illegal rent.

(Ord. 224.2 (part), 8/18/92)

**III-30-25.00 - Mandatory Mediation of Non-Rental Disputes**

- 25.01** Procedure Separate from Arbitration of Rent Disputes. This Section is provided to enable mobile home owners and park owners to resolve disputes when there is no concurrent issue concerning a rent increase which is subject to the rent dispute resolution process. If at any time while the non-rental dispute remains unresolved there is a rent dispute, then the non-rental dispute issues shall be resolved separately in accordance with this Section and shall not be consolidated with the rent dispute proceeding.
- 25.02** Notice of Objection. One (1) or more mobile home owners in a mobile home park, or the mobile home park owner, may at any time file a written objection with the other, as to maintenance, capital improvement, housing services, or any other concern related to the physical condition or living condition of the mobile home park.
- 25.03** Informal Meeting. Within ten (10) days after service or the written objection from a mobile home owner, the mobile home park owner shall set a time and place for a meeting to be held on the mobile home park premises, giving the mobile home owner at least five (5) days' notice of the time and place at which the park owner will be available to meet with the mobile home owner to discuss the objection. In the case of a written objection filed by the park owner, a time and place for discussion shall be set forth in the notice. The purpose of this meeting shall be to allow the parties the opportunity to resolve any differences they may have concerning non-rental disputes. The meeting may be continued to another time and place agreeable to the parties. The parties may agree to consolidate more than one (1) notice of objection in the same discussion.
- 25.04** Petition for Formal Mandatory Mediation. If the informal meeting does not resolve the dispute to the satisfaction of one (1) or more of the parties, the dissatisfied party or parties (mobile home owner and/or park owner) may, within ten (10) days of the date of the meeting, file with the Board a petition for mediation of non-rent dispute.

**25.05**

Assignment of Mediator and Hearing Date. Upon receipt of the petition, the Board shall assign a mediator. The Board shall set a date for mediation hearing no sooner than ten (10) or later than twenty-one (21) days after the mediator is assigned. The parties shall be notified immediately in writing by the City Clerk of the date, time and place of the mediation hearing. So far as possible, the Board shall set the date and time of the mediation hearing for the convenience of the parties. The City will bear the costs of the mediator and any transcript of the mediation proceedings.

**25.06 Mediation Hearing.**

- (a) The parties may appear at the mediation and offer oral and documentary evidence. The parties may designate a representative or representatives to appear for them at the hearing. Such designation shall be in writing, and in the case of a mobile home owner the designation may be included on the petition form. The mediator may grant or order one (1) continuance for not more than ten (10) days from the date of the initial mediation hearing. The petitioner shall have the initial burden of proving the merit of each item in dispute. Upon the determination of the mediator that a prima facie case has been made on a particular issue in dispute, the burden of proof shall be upon the other party.
- (b) At any time during the mediation hearing process the mediator may, upon a determination of lack of good faith, or if the parties reach an impasse, or upon a determination that further mediation is impracticable or not likely to be of further value, terminate the proceeding. The parties shall be notified of this decision in person, if possible, or forthwith in writing if the decision is made outside the presence of the parties.
- (c) In the event that the parties agree to a resolution of the disputed non-rental issues, the mediator shall prepare a memorandum of agreement for the signature of the parties. This agreement shall constitute a legally enforceable contract. Failing execution of a memorandum of agreement by all parties within ten (10) days of the hearing at which agreement is first reached, no executed memorandum of agreement shall be deemed valid or enforceable and the parties shall proceed to best-offer mediation or termination of the proceeding as determined by the mediator.
- (d) The mediator may request each party to submit a best offer in writing within five (5) days of the initial mediation hearing or the continued hearing, if any, if agreement is not reached at that hearing. Failure of any party to submit a best offer shall be deemed to be a rejection of mediation as to that party, and the mediation proceeding shall be terminated therewith. Upon receipt of a best offer from each party, the mediator shall determine the resolution of the dispute which is reasonable. The determination of the mediator shall be based upon all the provisions of this Chapter and shall be made within ten (10) days after submittal of the parties' best offers. The mediator shall forthwith communicate this determination and the reasons for it in writing by mail to the parties and the Board. The determination of the mediator is final and binding unless one or more of the parties within ten (10) days files a written rejection of the mediator's determination, in which case the mediation process is terminated.
- (e) The record of the mediation shall be filed by the mediator with the Board and the Board may act upon the record as it deems necessary or proper. Such record shall be admissible evidence in any subsequent rent dispute proceeding.

**25.07 Board Review Hearing—Determination—Notification.** The record of the mediation shall be filed by the mediator with the Board. If the determination of the mediator is rejected, the Board will conduct a hearing and consider the record submitted by the mediator. Additional evidence in the form of oral or written testimony may be received at the Board's discretion. Within fifteen (15) working days following the conclusion of the hearing, the Board shall make a determination in writing which resolves the non-rental dispute. The City Clerk shall cause copies of the determination and the findings to be mailed by regular first class mail to the parties. The determination of the Board shall be appealable to the City Council in accordance with the provisions set forth in Section III-30-19 of this chapter.

*(Ord. 224.4 (part), 2/2/93; Ord. 224.2 (part), 8/18/92)*

### **III-30-26.00 - Extension of Time—Mutual Agreement**

By written agreement of the parties or upon application to the Board and for good cause shown, the time frames provided for under this Chapter may be extended.

*(Ord. 224.2 (part), 8/18/92)*

### **III-30-27.00 - Duty of Owner to Provide Copy of Chapter**

It shall be the duty of every owner to provide a current copy of this Chapter, with Appendix E attached as the front page, to each tenant or prospective tenant prior to the signing of any lease or rental agreement. All tenants and prospective tenants shall sign two (2) copies of Appendix F acknowledging receipt of a copy of the Chapter. The owner shall keep a signed original of Appendix F on file and the tenant or prospective tenant shall be given a signed original of Appendix F.

It shall be the duty of every owner to provide, upon request by the tenant, a copy of Appendix E to each and every tenant seeking to sell his or her coach.

A single copy of the Chapter shall be provided to each owner by the City for reproduction by the owner. Whenever the Chapter is amended, the City shall send an updated copy of the Chapter to each owner.

*(Ord. 224.2 (part), 8/18/92)*

### **III-30-27.10 - Duty of Tenant to Provide Copy of Appendix E**

It shall be the duty of every tenant seeking to sell his or her coach, to provide a copy of Appendix E to each prospective buyer of the coach. The tenant shall be provided a copy of Appendix E by the park owner pursuant to III-30-27.00.

*(Ord. 224.5 (part), 2/1/94)*

### **III-30-28.00 - Severability**

If any section, subsection, sentence, clause, phrase, or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such decision shall not effect the validity of the remaining portion thereof.

*(Ord. 224.2 (part), 8/18/92)*

**INDEX OF RECORD OF PROCEEDINGS  
BEFORE THE MOBILE HOME PARK RENTAL REVIEW BOARD**

**VOLUME I**

**IN RE: APPEAL OF DECISION OF MOBILE HOME PARK RENTAL REVIEW BOARD  
DATED JANUARY 27, 2012 RE: FRIENDLY VILLAGE MOBILE HOME PARK OWNER'S  
PETITION FOR RENT INCREASE**

	<i>City Received Date</i>	<i>Document Date</i>	<i>Document Title or Description</i>	<i>Document Author/Signatory</i>
1.	7-11-11		Residents of Friendly Village Mobile Home Park's ("Residents") Mobile Home Park Rent Increase Ordinance Complaint Form with signed Petition (opposing rent increase)	Complaint Form: Dolores Hovey Petition: Various Residents
2.	7-26-11	7-25-11	Residents' Addendum to Petition (opposing rent increase)	Delores Hovey
3.	8-30-11	8-30-11	Friendly Village Mobile Home Park Owner's ("Park Owner") Petition to Request Rent Increase Hearing	Anthony C. Rodriguez
4.		8-31-11	Residents' Waiver of Right to Hearing Within 45 Days	Dolores Hovey
5.			Agenda for Mobile Home Park Rental Review Board ("Board") Meeting of September 2, 2011 with proposed Hearing Rules	City of Milpitas
6.		9-2-11	Minutes of Board Meeting of September 2, 2011	Donna Biles, Deputy City Clerk, City of Milpitas
7.		9-10-11	Proof of Personal Service of Resident's Petition (opposing rent increase) on Park Owner's Legal Representative	Bronwen Lacey, Deputy City Attorney, City of Milpitas
8.			Agenda for Board Meeting of September 21, 2011 with posted agenda attachments	City of Milpitas
9.		9-21-11	Minutes of Board Meeting of September 21, 2011	Donna Biles, Deputy City Clerk, City of Milpitas
10.	10-17-11	10-17-11	Park Owner's Memorandum of Points and Authorities in Support of Petition for Rent Increase	Anthony C. Rodriguez
11.	10-17-11	10-17-11	Park Owner's Witness List	Anthony C. Rodriguez
12.	10-17-11	10-17-11	Park Owner's Exhibit List	Anthony C. Rodriguez
13.	10-17-11	12-30-10	Park Owner's Exhibit 1 – Market Rent Survey	Gerald Taylor

	<i>City Received Date</i>	<i>Document Date</i>	<i>Document Title or Description</i>	<i>Document Author/Signatory</i>
14.	10-17-11	10-13-11	Park Owner's Exhibit 2 – Economic Analysis of Petitioned Rent Increase	Richard Fabrikant, PhD
15.	10-17-11		Park Owner's Exhibit 3 – Appraisal of Real Estate, 12 <sup>th</sup> Edition, Page 82	Appraisal Institute
16.	10-17-11	6-29-11	Park Owner's Exhibit 4 – Ninety Day Notice of Rent Increase	Anthony C. Rodriguez
17.	10-17-11		Park Owner's Exhibit 5 – Move-in Rents, Southlake Mobilehome Park, Fremont	
18.	10-17-11		Park Owner's Exhibit 6 – Move-in Rents, Niles Canyon Mobilehome Park, Fremont	
19.	10-17-11		Park Owner's Exhibit 7 – Move-in Rents, Besaro Mobilehome Park, Fremont	
20.	10-17-11	7-18-11	Park Owner's Exhibit 8 – HUD Fair Market Rents, 2010 and 2011, San Jose-Sunnyvale-Santa Clara and Oakland-Fremont	
21.	10-17-11	7-18-11	Park Owner's Exhibit 9 – Comparable Sales Reports: Milpitas July 18, 2009- July 18, 2011	
22.	10-17-11	7-18-11	Park Owner's Exhibit 10 – Comparable Sales Reports: Fremont July 18, 2009- July 18, 2011	
23.	10-17-11	7-18-11	Park Owner's Exhibit 11 – Comparable Sales Reports: Sunnyvale July 18, 2009- July 18, 2011	
24.	10-17-11	7-18-11	Park Owner's Exhibit 12 – Comparable Sales Reports: San Jose July 18, 2009- July 18, 2011	
25.	10-17-11		Park Owner's Exhibit 13 – Manufactured Housing Quick Facts- 2011	

**INDEX OF RECORD OF PROCEEDINGS  
BEFORE THE MOBILE HOME PARK RENTAL REVIEW BOARD**

**VOLUME II**

**IN RE: APPEAL OF DECISION OF MOBILE HOME PARK RENTAL REVIEW BOARD  
DATED JANUARY 27, 2012 RE: FRIENDLY VILLAGE MOBILE HOME PARK OWNER'S  
PETITION FOR RENT INCREASE**

	<i>City Received Date</i>	<i>Document Date</i>	<i>Document Title or Description</i>	<i>Document Author/Signatory</i>
26.	10-17-11		Park Owner's Exhibit 14 – Manufactured Home Shipments- 1980-2009	
27.	10-17-11	12-1-10	Park Owner's Exhibit 15 – Friendly Village Tenant Rent and Utilities: December 2010	
28.	10-17-11	7-18-11	Park Owner's Exhibit 16 – HCD Mobilehome Park Listings: Cities of Milpitas, Fremont, Sunnyvale, San Jose	
29.	10-17-11	7-18-11	Park Owner's Exhibit 17 – HCD Mobilehome Park Listings: Counties of Santa Clara, Alameda, Contra Costa and San Mateo	
30.	10-17-11		Park Owner's Exhibit 18 – HCD Mobilehome Parks: Total Parks in California 1990-2004	
31.	10-17-11	6-30-11	Park Owner's Exhibit 19 – Letter to Mayor and City Council Requesting Amendment to Ordinance	Anthony C. Rodriguez
32.	10-17-11		Park Owner's Exhibit 20 – City of Milpitas Budget 2010-2011 Selected Topics	
33.	10-17-11		Park Owner's Exhibit 21 – City of Milpitas Budget 2011-2012	
34.	10-17-11		Park Owner's Exhibit 22 – City of Milpitas Redevelopment and Housing Grants	
35.	10-17-11	8-31-11	Park Owner's Exhibit 23 – Letter to Tenants Regarding Proposed Amendment to Ordinance	Anthony C. Rodriguez
36.	10-17-11		Park Owner's Exhibit 24 – Friendly Village Financial Statement 1990	
37.	10-17-11	3-21-11	Park Owner's Exhibit 25 – Friendly Village Financial Statement 2010	
38.	10-17-11	1-1-11	Park Owner's Exhibit 26 – Gas and Electric Rate Sheets for Mobilehome Park Service	
39.	10-17-11	10-16-11	Park Owner's Exhibit 27 – Consumer Price Index, San Francisco-Oakland-San Jose: 1970-2011	
40.	10-17-11	1-28-11	Park Owner's Exhibit 28 – Economic Indices	

	<i>City Received Date</i>	<i>Document Date</i>	<i>Document Title or Description</i>	<i>Document Author/Signatory</i>
41.	10-17-11		Park Owner's Exhibit 29 – Appraisal of Real Estate, 12 <sup>th</sup> Edition, Pages 480 and 498 through 501	Appraisal Institute
42.	10-17-11		Park Owner's Exhibit 30 – Dictionary of Real Estate Appraisal, 4 <sup>th</sup> Edition, Pages 33 and 176	Appraisal Institute
43.	10-17-11	1-31-11	Park Owner's Exhibit 31 – Health and Safety Code Section 18115.5 Re: Depreciation of Mobilehomes	
44.	10-17-11		Park Owner's Exhibit 32 – Santiago Application for Residency Form	
45.	10-17-11		Park Owner's Exhibit 33 – Income of New Residents at Friendly Village June 1, 2008-August 28, 2011	
46.	10-17-11	8-16-11	Park Owner's Exhibit 34 – Agenda for August 16, 2011 City Council Meeting	City of Milpitas
47.	10-17-11	8-1-11 through 8/4/11	Park Owner's Exhibit 35 – Applications for Rental Review Board	Huy Bui, Demetrio Nitafan, Mila Garcia, Arthur Sana, and Nicole Phan
48.	10-17-11	8-30-11	Park Owner's Exhibit 36 – City of Milpitas Rental Review Board and Liaisons	City of Milpitas
49.	10-17-11	12-28-99	Park Owner's Exhibit 37 – HCD Information Bulletin Regarding Park Inspections	State of California, Business, Transportation and Housing Agency
50.	10-17-11	12-8-00	Park Owner's Exhibit 38 – Letter to Santiago from HCD Transferring Enforcement of Mobilehome Parks Act to City of Milpitas	Chris L. Anderson Mobilehome Parks Program Manager
51.	10-17-11	1-9-01	Park Owner's Exhibit 39 – Letter from City of Milpitas Regarding Assumption of Responsibility for Enforcement of Mobilehome Parks Act	Edgar F. Rodriguez, P.E., Chief Building Official, City of Milpitas
52.	10-17-11	10-8-01	Park Owner's Exhibit 40 – City of Milpitas Activity Report Regarding Friendly Village	Jim Dutton, Building Inspector, City of Milpitas
53.	10-17-11	1-08-09	Park Owner's Exhibit 41 – Notice to Abate Graffiti at Friendly Village	Chris Schaller, Housing and Neighborhood Preservation Specialist, City of Milpitas

	<i>City Received Date</i>	<i>Document Date</i>	<i>Document Title or Description</i>	<i>Document Author/Signatory</i>
54.	10-17-11	8-16-11	Park Owner's Exhibit 42 – Notice of No Violations from County of Santa Clara Regarding Swimming Pool and Spa at Friendly Village	Helene Batista, Community Manager, Santa Clara County
55.	10-17-11	8-22-11	Park Owner's Exhibit 43 – 2011 Solicitation of Complaints By City of Milpitas to all Residents at Friendly Village	Keyvan Irannejad, P.E., Chief Building Official, City of Milpitas
56.	10-17-11	8-25-11 through 8-26-11	Park Owner's Exhibit 44 – Notes From August 25, 2011 and August 26, 2011 Inspections by City of Milpitas at Friendly Village and Business Cards of City Inspectors	
57.	10-17-11	9-30-11	Park Owner's Exhibit 45 – Advertisements for Mobilehomes for Sale at Friendly Village as of September 30, 2011	various realtors / sellers
58.	10-17-11	10-3-11	Park Owner's Exhibit 46 – October 3, 2011 Activity Report from City of Milpitas Regarding Friendly Village	Jim Dutton, Building Inspector, City of Milpitas
59.	10-17-11	10-13-11	Park Owner's Exhibit 47 – October 13, 2011 Memorandum to File Regarding Inspections by City of Milpitas and Report to Milpitas City Council	Aimee Molsberry
60.	10-17-11		Park Owner's Exhibit 48 – City of Milpitas Draft CAPER Report	City of Milpitas
61.	10-17-11	various	Park Owner's Exhibit 49 – Bids Obtained Regarding Maintenance Items at Park Prior to City Council Meetings of August 16, 2011, September 30, 2011 and October 4, 2011	Various Bidders
62.			Park Owner's Exhibit 50 – DVD of City Council Meetings Regarding Friendly Village on August 8/16/11, 9/20/11, 10/4/11 ( <b>Note: DVD not duplicated-please refer to City's Website for webcast of said meetings</b> )	
63.	12-27-11		Park Owner's Exhibit 51 – 1993 Print-out of Down Payments, Monthly Incomes, and Move-in Rents	
64.	1-20-12	1-15-10	Park Owner's Exhibit 52 – Portions of Transcript of Office of Administrative Hearings No. 2009020523 - City of Fremont Mobile Home Rent Control Ordinance - August 10, 2009 Through August 12, 2009	Megan Bochum and Patricia Pinkerton, Court Reporters
65.	1-20-12	1974	Park Owner's Exhibit 53 – Small Business Reporter Mobilehome Parks	Bank of America

	<i>City Received Date</i>	<i>Document Date</i>	<i>Document Title or Description</i>	<i>Document Author/Signatory</i>
66.		10-17-11	Residents' Submission – The Owners of 135 Homes Response and Submission List to [Park]Park Owner's Petition to Request Rent Increase	A. Alan Berger
67.			Residents' Exhibit A – List of 134 Homeowners Represented by the Law Offices of A. Alan Berger and Who Are Filing Their Opposition to the Proposed Rent Increase	
68.		10-3-2011	Residents' Exhibit B – 83 Photographs of Actual Maintenance Conditions and the Current Condition of the Common Areas at Friendly Village Mobile Home Estates	
69.		8-1991	Residents' Exhibit C – Report from the City of Fremont Entitled “Mobilehome Ownership in Fremont”	Kenneth K. Baar, PhD
70.		10-24-02	Residents' Exhibit D – Letter from John D. Bakker and Attachments re: How the CPI is to be Calculated Pursuant to the Rent Control Ordinance	John D. Bakker, (then) Assistant City Attorney, City of Milpitas
71.		12/8/10, 3/23/05	Residents' Exhibit E – Two Examples of Rental Agreements at Friendly Village	
72.		10-9-11	Residents' Exhibit F -- Letter from Barry and Myrna Patton Demonstrating how the Proposed Rental Increase Caused Them to Lose a Pending Sale of Their Home	Barry and Myrna Patton
73.			Residents' Exhibit G – Real Estate Flyer from Todd Su for One Home at Friendly Village	
74.			Board Notice of Hearing of October 27, 2011, with attached amended/adopted Hearing Rules	City of Milpitas
75.		10-21-11	Stipulation to Extend Date(s) for Hearing on the Merits with Proposed Order	Anthony C. Rodriguez; A. Alan Berger
76.			Agenda for Board Meeting/Hearing of October 27, 2011 with attached Proposed Notice of Continuance of Hearing	City of Milpitas
77.			Minutes of Board Meeting of October 27, 2011	Donna Biles, Deputy City Clerk, City of Milpitas
78.	1-17-12	1-2012	Residents' Submission -- Analysis of the Friendly Village Mobilehome Park Rent Increase Application	Kenneth K. Baar, PhD
79.	1-19-12	1/10/12	Residents' Submission – 10 New Additions to Client List For Friendly Village	A. Alan Berger

	<i>City Received Date</i>	<i>Document Date</i>	<i>Document Title or Description</i>	<i>Document Author/Signatory</i>
80.			Agenda of Board Meeting/Hearing of January 19 <sup>th</sup> and 20 <sup>th</sup> , 2012 with attached revised Hearing Rules	City of Milpitas
81.			Minutes of Board Meeting/Hearing of January 19, 2012	Donna Biles, Deputy City Clerk, City of Milpitas
82.			Minutes of Board Meeting/Hearing of January 20, 2012	City of Milpitas
83.			City of Milpitas' Notice of Meeting/Hearing of January 26, 2012	City of Milpitas
84.			Agenda of Board Meeting/Hearing of January 26, 2012 with attached (unsigned) Decision Denying Any Rental Increase	City of Milpitas
85.		1-27-12	Board Decision Denying the Rental Increase Petition of Santiago Communities, Inc.	Dr. Demetrio Nitafan, Chair, Mobile Home Park Rental Review Board, City of Milpitas
86.	2-6-12	2/2/12	Park Owner's Appeal of Decision of Mobile Home Rental Review Board and Memorandum of Points & Authorities in Support of Appeal	Dr. Demetrio Nitafan
87.			Notice of City Council Review on March 20, 2012 of Appeal of the Mobile Home Park Rental Review Board Decision	City of Milpitas