Golden State Manufactured-Home Owners Education Fund presents a

VIRTUAL TOWNHALL

Saturday, April 26, 2025

Featuring BRUCE STANTON, GSMOL Corporate Counsel

GSMOEF, otherwise known as the "Ed Fund" sponsored this Townhall Meeting. The Ed Fund is a non-profit 501(C)3 organization formed by GSMOL over 10 years ago. It is a charitable and educational organization and donations to the Ed Fund are tax deductible. GSMOL is a 501(C)4 organization that is allowed to lobby and participate in initiatives and political campaigns. Donations to GSMOL are not tax deductible. Both organizations work to support the rights and security of mobilehome residents in California.

The format of the Townhall began with Bruce Stanton reviewing the bills GSMOL is sponsoring, supporting and monitoring in 2025. It was followed by a Q&A so GSMOL members could ask their questions.

GSMOL is SPONSORING:

AB 456 (Connolly): Mobilehome Home Sales: This bill targets problems with mobilehome resale when management does not timely respond to requests for repairs, upgrades or buyer applications. The bill extends time for park to respond to a seller's request to obtain a list of upgrades required from 10 to 15 days and if there is no response, it is presumed the park has waived its rights (798.73.5). There have been problems when management waits until it is near time for escrow to close before presenting a homeowner a list of necessary repairs, denying enough time to object and respond. AB 456 also clarifies that only repairs to the exterior of the home are allowed: not the interior. The owner cannot require a "Title 25" inspection that includes interior as well as exterior, before sale of the home. Civil Code 798.74 would be amended to deem that management has approved the application of a prospective purchaser if they fail or refuse to respond to the parties within 15 days of receiving the tenancy application. There have been problems when a park withholds tenancy approval until late in the transaction, then requires more information, giving parties no time to respond before close of escrow. AB 456 states if the park does not respond within 15 business days, their silence is deemed to have waived their right of approval. AB 456 is moving forward into Assembly Housing Committee.

AB 635 (Ahrens): Attorney General bill: AB 635 strengthens the MRLPP program and provides better enforcement by allowing HCD to refer up to 25 of the most egregious violations of the MRL per year to the California Attorney General (AG) for more effective enforcement of this state law. This will be a powerful deterrent to the bad actors. The bill passed out of Assembly Housing Committee and is going to the Judiciary Committee.

AB 925 (Addis) Emergency Preparedness: This bill is a re-introduction of last year's AB 2022 that was vetoed by the Governor who cited cost concerns. This bill would increase the per-lot fee from $4 to $10 to fund HCD to enforce the Mobilehome Parks Act; half this fee may be passed on to residents. It will change existing law to require an owner of a mobilehome park to adopt an

emergency preparedness plan which includes more stringent demands regarding fire hydrant certification before renewal of their permit to operate (PTO). It requires park management to make a written statement of compliance under penalty of perjury before the renewal of the park's PTO. It also requires HCD to publicly post the above-described provisions on its website on or before June 30, 2026.

GSMOL is SUPPORTING:

SB 610 has multiple authors and coauthors and is a response to the recent LA wild fires and the destruction of three large mobilehome parks. GSMOL is working with authors on the language. AB 610 will provide multiple protections. It requires the insurance commissioner to work with mortgage lenders to implement mortgage forbearance and a loss mitigation provision. It states prepaid rent and security deposits must be returned within 21 days; allows a discharge of rent during a period of mandatory evacuation; prevents rent from being raised more than 3% plus CPI or 5% whichever is lower; provides that former residents have the first right of refusal to occupy their space in a rebuilt park and new rent not to exceed 10% of prior rent; extends notice periods during disasters; provides time lines for park owners to remove debris and mitigate hazards after a disaster to minimize exposure to toxic substances.

SB 749: In the event of disaster and a park closes, notice will be given to resident organizations and public entities that can provide funding, which will increase the ability for residents to purchase the park instead of the owner selling the land. Currently the only requirement is for residents to be informed if the park is listed for sale - if they have formed a resident organization.

GSMOL is Monitoring:

AB 768 would make unfavorable changes to Civil Code 798.21. It states that a mobilehome must be the only and primary residence in order to have rent stabilization protection, and eliminates both the presumption of how primary residence is established and two of the current exceptions to this exemption taking effect. GSMOL is expressing its concerns to the author.

AB 813 (Solache) Mobilehome parks: termination of tenancy: This law would unfavorably amend Civil Code 798.56 (b). It adds "park staff or park employees" to existing law that allows termination of tenancy if there is "conduct by the homeowner or resident, upon the park premises, that constitutes a substantial annoyance to other homeowners or residents." Substantial annoyance is one of the seven reasons for terminating a mobilehome tenancy. GSMOL is very concerned about the consequences of adding this language, and is expressing its concerns to the author.

AB 760 (Ta) 798.23 affects subleasing of homes that currently allows management to do so only if they allow you to do the same. This bill would temporarily enable a park owner to rent during a time of disaster without any restrictions.

AB 391: Allows electronic notification to residents instead of by mail or personal delivery. GSMOL suggested an amendment that the homeowner must authorize this in writing, and if they do not, the notifications must be delivered by mail or personal service.

Update: AB2782 was passed by GSMOL ending the long-term lease exemption from rent control. (Civil Code 798.17) AB 2782 is a state law and it did not automatically repeal similar long-term lease provisions in local rent control ordinances. If the local ordinance specifically refers to 798.17, it can be argued that with the state exemption going away, it is also repealed in the local ordinance. But if the local ordinance has different triggers, or does not refer to the Civil Code, it is less likely you can argue that because state law is repealed, the local law is also repealed. You should ask your local jurisdiction for clarity; they might have to amend their ordinance to match state law. State law cannot repeal local law but it sends a powerful message to those local jurisdiction; most local ordinances would not have had a long-term lease exemption but for the former MRL provision.

Q&A Session during which Attorney Bruce Stanton answers resident's questions.

1. **Regarding Tahitian Terrace MHP, which was destroyed in the fires, please explain why the park owner is not obligated to reimburse residents the market value of their home.**

Mitigation measures for a change of use, including closing the park, are activated when a park owner voluntarily *elects* to change use of the park. In that instance, the park owner must mitigate the displacement or loss of your homesite and buy you out at the "in-place" value of your home if you cannot be relocated to a comparable park. But in a disaster where the mobilehome and park infrastructure is destroyed, the park closure is not the park owner's fault (unless it is proven that fire hydrants not working properly etc., then you might have cause of action.) There is not a strong argument that the park owner is responsible to buy residents out when the homes and the park are destroyed such as during the recent LA wildfires. The lease is terminated and has no transferable value.

2. **Clarify Title 25 if I want to sell my mobilehome. Are repairs limited to outside of the home?**

MRL 798.73.5 currently has a list of qualifying factors the park must use to justify upgrades or repairs when a home is for sale. They must be required by state or local laws, or by a reasonable park rule. All required repairs are to the outside of home; the park owner has no jurisdiction inside the home. Park owners sometimes require a "Title 25" Inspection which refers to both the inside and outside of the mobilehome. AB 456 clarifies that management cannot require repairs or inspection to the interior of home.

3. **If my park is sold does the new owner have to abide by our rent control ordinance? Does he have to abide by my rental agreement or lease? Is there a limit to them selling the park?**

Rent control is a local law which shall continue to apply when a park is sold. The change in ownership of park does not change your eligibility for rent control, or your rental agreement. Yes, the new owner can sell his land. If he sells it, there are protections for the residents. If the buyer wants to close or change the use of the park the buyer must prepare an impact report and

your local government must approve it. If you cannot be relocated to a comparable park, the park owner must buy your home at in-place, fair-market value.

4. **My park recently amended its rules and regulations. The first meeting was in person and two follow-up meetings were held by zoom which was not convenient for many who do not have computers or know how to use zoom. The result was little participation. Is this legal?**

Civil Code 798.25 requires management to meet and consult with residents if there are changes to the rules but it does not say how the meeting is to be conducted. It should be scheduled for a reasonable time and in a reasonable way. 798.25 only requires one meeting, and if it was held in person, they are not obligated to hold subsequent meetings in person at or at a time convenient to all. But if they offered only a Zoom meeting, you probably have cause for objection since not all homeowners have Zoom capability. One in-person meeting, followed by Zoom meetings is not unreasonable. The law requires a 10-day advance notice of meeting. If AB 391 passes, the park can give notice via email if you agree in writing. Or you can ask for notice by mail or in person delivery.

5. **Can a park owner demand a buyer sell their other home before approving tenancy in the park?**

No! Park cannot say you can only buy here if sell something else. They cannot restrict you to owning only one piece of property. Civil Code 798.21 addresses the issue of owning more than one home.

6. **My park owner is leasing two homes. Does that mean I can lease my home? My manager verbally said a resident cannot lease his home.**

Existing law allows you to sublet for medical reasons. If the park prohibits you from subleasing, then they also cannot sublease: “What is good for the goose is good for the gander.” The park should amend their rules to conform to what they do. There are no such thing as verbal rules; read the written rules. AB 760, if it passes, only applies in the instance of a declared emergency during which park can sublease to displaced persons and it ends at the end of the emergency.

7. **My park is new to rent control. Park doubled our trash fee. Can they do that? Can they request trash fees? We have no manager on site and our clubhouse is closed.**

Park owners are allowed to charge separately for utilities such as gas, electric, garbage/sewer, cable etc. If they had previously been including the utility cost in the base rent, they must reduce your rent by the same amount when they break out a utility charge separate from rent. The park is allowed to pass through any increases in the cost of services once a utility charge is separately billed. A resident can request verification of the increase. If they refuse, it is bad faith. California law says every contract has a covenant of good faith and fair dealing, which is an obligation to deal with the other party in good faith. If possible, make a written demand as a group or even submit a petition asking for proof of the increase. If management does not respond, go to the park owner. You might have to take it further. Civil Code 798.24 says common area facilities must be open or available at all reasonable hours. There is no requirement a manager must live in

the park. If there are more than 50 spaces in the park, the rules say someone must be responsible in case of emergency, but they do not have to actually live in the park.

8. **Is my park responsible for flood control? My foundation is on dirt and I have a problem with rain flooding under my home. The manger told her me I am responsible for water control on my premises. HCD inspected and sent a written report which stated HCD can't do anything unless it is a threat to safety.**

It is the primary responsibility of the park owner. The park owns the land and is responsible for the land, for retaining walls, if the land is poorly graded, or if water is collecting under a home, etc., with the caveat it must not be due to any fault of the home owner! Experts must look at problem and conclude who is responsible for the cause. HCD is mostly concerned with "imminent threats". You can request an informal conference for an actual meeting in the home with an HCD supervisor to discuss further if an HCD inspector refuses to issue a citation to the park owner.

9. **I have many issues in my park. My manager makes up lies about what residents are doing and tells the owner. Also, I have a problem with legislation that is detrimental to us. Why is there a bill that gives management more reasons to evict us?**

Talk to your GSMOL Regional Manager to get your Zone VP's contact information and send a list of the issues you are having to him/her who will forward it to me, if necessary. GSMOL puts forward bills that are good for us and park owners put forward bills that are good for them. GSMOL's job is to stop and kill the bad bills, and pass the good ones. We have been very successful in killing bad bills.

10. **Are there any limitations to exterior modifications that a park owner can require before I sell my house, such as requiring I repaint the home? Can the park suggest who they want me to use for the repairs, from whom they get a cut? Can they make it difficult for any contractor other than my own to do the work?**

Yes, there are limitations. Civil Code 798.73.5 contains three conditions a park owner must meet before requiring an upgrade. #1 It cannot be park owned. #2 Any repair required must be per a park rule or a state or local law. #3 It must only be to the exterior of home. Requirements must be reasonable such as requiring use of earth tone paints. It might be reasonable to require a licensed contractor for structural issues, but simple repairs can be done by a handyman. It is illegal and a crime for a park to require use of park staff or their personnel or their preferred company.

11. **I need clarification on mail tubes. Can the park discriminate on their use?**

Mail tubes are usually installed by park owner at its cost, so they own them and might set reasonable restrictions on their use. But they cannot restrict use to only certain people or for certain uses. If they allow residents to use the tubes, they should set a policy regarding same.

12. **We had a Zoom meeting for amendments to the rules. Is it possible to have two sets of rules and regulations at same time – one for those who sign immediately and another for those who don't and choose to wait the 6 months for implementation?**

Yes, unless it is an all-or-nothing rule. If you sign the rules immediately and they can be enforced on individual bases, then yes. A rule about subletting your home is an all-or-nothing rule. If a park changes the rules from being a senior park to an all-age one, it is an all-or-nothing rule that cannot be enforced on an individual basis. Park cannot advertise it is an all-age park until the rule goes into effect which is 6 months later. Residents have no veto power over the rules.

14. **Regarding a home that is vacant due to the death of a family member and the rights of their heirs, must the park owner accept our rent payment. Only way to sell is to sell to park owner or move? Park did not offer form. Do heirs have to prove they are the heirs?**

Civil Code 798.78 contains rights of heirs. When a resident dies, his/her heirs have a right to sell the home, but they do not have the right to take over the rental agreement since that ends with the deceased. Heirs have the choice to live in the home (but only if they receive approval for tenancy) or they can sell the home in-place. While they are selling it, they must be careful to pay rent, follow rules, pull weeds etc. They cannot move anyone in! The park should accept rent from the estate of the heir. They might ask you sign a disclaimer form that accepting rent does not create a tenancy. It is unlawful for them to require the heirs to sell the home to the park. Civil Code 798.73 governs the removal of home upon resale. Seldom can a park meet the burden of proof that the home is unsafe and does not meet health and safety standards and thus must be removed. If the home is reparable, you can sell in place. If management is blocking the sale of home, the heirs/estate should lawyer-up. It is reasonable for a park to require an heir to prove they are an heir, such as supplying a copy of the will or trust.

15. **I lived in the Palisades Park that burned up. If they reopen my park, can I sell my lease, or must I put a home on my space and then sell it?**

When you sell a home, you are not selling the lease - only the home. Your buyer must independently qualify for tenancy and obtain his own lease. When a park burns down, there is no more lease. If the park is rebuilt, the prior tenant has right to his prior space and can put home on it which you can then sell. But you do not have a right to the space since you own only the home but not the space and cannot "sell" your lease if you don't put a new home on the space.

16. **I am a former resident of the burned-out Tahitian Terrace MHP. Is there a time frame for the park owner to declare its intention to rebuild the park – or not? Can we do anything while we wait?**

Stay connected with your fellow neighbors and what is happening legally. Many law firms will likely be filing lawsuits. There is no time frame for a park owner to decide whether to rebuild, but SB 749, if it passes, will require time frames regarding a change of use after disaster. SB 610 and SB 749 are moving forward in the legislature. The legislative session ends in September so there might be clarity then.

17. **A Post behind homes is leaning on resident's properties. PG&E say it is not their responsibility. Is this a HCD complaint?**

If the park is sub-metered for gas and electric, then management has taken over operation of utility. This is a Title 25 health and safety issue so file an HCD complaint. Do not file a complaint with the MRLPP which is for MRL violations only. HCD will investigate and can give the park owner an order to repair. If the park does not do so, HCD can pull their PTO or Permit to Operate. If they do, the park cannot collect space rents. Get as many others to join your complaint as you can, submit photos and maybe get electrician to offer his expert opinion.

President Anne Anderson thanked the 137 residents who attended this Zoom Townhall. In addition to the expertise of Bruce Stanton, GSMOL members can contact their GSMOL Regional Manager or Zone VP for assistance. And our website offers many resources. Go to gsmol. org. To stand up for your rights, you must know your rights! Your rights are spelled out in the MRL. You can download a copy at gsmol.org: click on Resources in the menu bar; then click on MRL 2025.