

ATTACHMENT B
CHAPTER 11A
MOBILEHOME RENT CONTROL

Sec. 11A-1. Purpose.

A growing shortage of housing units resulting in a critically low vacancy rate and rapidly rising and exorbitant rents exploiting this shortage constitutes serious housing problems affecting a substantial portion of those Santa Barbara County residents who reside in rental housing. These conditions endanger the public health and welfare of the County of Santa Barbara. Especially acute is the problem of low vacancy rates and rapidly rising and exorbitant rents in mobilehome parks in the county of Santa Barbara. Because of such factors and the high cost of moving mobilehomes, the potential for damage resulting therefrom, requirements relating to the installation of mobilehomes, including permits, landscaping and site preparation, the lack of alternative homesites for mobilehome residents and the substantial investment of mobilehome owners in such homes, the board of supervisors finds and declares it necessary to protect the owners and occupiers of mobilehomes from unreasonable rents while at the same time recognizing the need for mobilehome park owners to receive a fair return on their investment and rent increases sufficient to cover their increased costs. The purpose of this chapter is to alleviate the hardship caused by this problem by imposing rent controls in mobilehome parks within the unincorporated area of the county of Santa Barbara.

(Ord. No. 3122, § 1)

Sec. 11A-2. Definitions.

The following definitions shall govern the construction of this chapter:

- (a) "Capital improvement" is any addition or betterment made to a mobilehome park which consists of more than mere repairs or replacement of existing facilities or improvements and which has a useful life of five or more years.
- (b) "Capital expense" is a repair or replacement of existing facilities or improvements which has an expected life of more than one year.
- (c) "Homeowner" is an owner of a mobilehome in a mobilehome park, responsible for paying rent to management.
- (d) "Homeowner majority" is fifty percent plus one vote or more of the number of votes homeowners of a mobilehome park are entitled to cast at the time of voting. A homeowner is entitled to cast one vote for each mobilehome site that he is renting in the mobilehome park and that is occupied by a mobilehome; provided, however, that no homeowner who is a party to a lease is entitled to cast a vote for the site that is the subject of the agreement. The total number of votes homeowners are entitled to cast equals the total number of mobilehome sites rented, occupied by mobilehomes, and not subject to a lease at the time of voting.
- (e) "Lease" is an agreement between management and a homeowner establishing the terms and conditions of a tenancy and providing for a fixed rent and a fixed term exceeding three months.
- (f) "Lessee" is the owner of a mobilehome in a mobilehome park, responsible for paying rent to management under a lease.

-
- (g) "Management" is the owner of a mobilehome park or an agent or representative authorized to act on his behalf in connection with matters relating to a tenancy in the park.
 - (h) "Meet and confer" is an informal meeting between authorized representatives of management and homeowners of the same park for the purpose of discussing a proposed increase in rent and the basis for it.
 - (i) "Mobilehome" is a structure designed for human habitation and for being moved on a street or highway, whether commonly referred to as a "mobilehome" or as a "trailer."
 - (j) "Mobilehome park" is an area of land where two or more mobilehome sites are rented, or held out for rent, to accommodate mobilehomes used for human habitation.
 - (k) "Once a year" is once every twelve months.
 - (l) "Park" is a mobilehome park.
 - (m) "Rent" is any consideration demanded or received in connection with the use or occupancy of any mobilehome site. Rent does not include charges for the use of coin-operated washing machines and dryers nor for storage facilities off the mobilehome site.
 - (n) "Rent schedule" is a statement of the rent charged for each tenancy in a mobilehome park.
 - (o) "Services" means those facilities which enhance the use of the mobilehome site, including, but not limited to, repairs, replacements, maintenance, water, utilities, security devices, security patrols, storage, bath and laundry facilities and privileges, janitorial services, refuse removal and recreational and other facilities in common areas of the mobilehome park.
 - (p) "Tenancy" is the right of a tenant to the use of a site within a mobilehome park on which to locate, maintain and occupy a mobilehome, site improvements and accessory structures for human habitation, including the use of the services and facilities of the park.

(Ord. No. 3122, § 1; Ord. No. 3179, § 1; Ord. No. 3589, § 1)

Sec. 11A-3. Exemptions.

This chapter applies as of November 21, 1979, to all mobilehome tenancies in mobilehome parks located in the unincorporated area of Santa Barbara County, except:

- (a) Tenancies used primarily for commercial purposes.
- (b) Tenancies in mobilehome parks of four spaces, or fewer, where one space is occupied by the owner.
- (c) Tenancies in mobilehome parks, the construction of which began after the effective date of this chapter; provided, however, that such exemption shall continue in effect for only five years after such construction began.
- (d) Tenancies which a government agency owns, manages, or operates.
- (e) Tenancies as to which there is no rental agreement and which both the management and the tenant do not expect to exceed three months.
- (f) Tenancies the rental of which are subsidized by any governmental agency, if federal or state law or regulations pertaining thereto specifically exempt such spaces from rent regulation.
- (g) Tenancies governed by a lease between management and homeowner.

(Ord. No. 3122, § 1; Ord. No. 3179, § 2; Ord. No. 3589, § 2)

Sec. 11A-4. Arbitration.

- (a) Arbitration shall be used to fix maximum rent increase schedules for mobilehome tenancies under this chapter, following a petition by a homeowner majority. The method of selection, appointment and compensation of an arbitrator, and hearing procedures shall be in accordance with the mobilehome rent control ordinance rules for hearings and amendments thereto as approved by the Santa Barbara County board of supervisors.
- (b) The arbitrator shall set and adjust rents in accordance with the standards set out in this chapter.
- (c) The real property division manager of the Santa Barbara County department of public works shall serve as clerk under this chapter. The duties and responsibilities of the clerk shall be stated in the rules for hearings.
- (d) The rules for hearing shall provide for the collection of fees or costs from the parties not to exceed the actual costs of administration and of arbitration services.

MOBILEHOME RENT CONTROL RULES FOR HEARINGS

The following rules, together with applicable provisions of Santa Barbara County ordinances, shall govern hearings held pursuant to the Santa Barbara County Mobilehome Rent Control Ordinance:

1. Definitions. The following definitions shall apply:
 - a. "Arbitrator" means the arbitrator who makes decisions pursuant to the Santa Barbara County Mobilehome Rent Control Ordinance.
 - b. "Clerk" means the Clerk for the Santa Barbara County Mobilehome Rent Control Ordinance; the Clerk is the manager of the Real Property Division of the County Department of Public Works or his designee, and mail should be sent to Real Property Manager, Department of Public works, 123 East Anapamu Street, Santa Barbara, California 93101.
 - c. "Management" means the owner of a mobilehome park or his agents or representatives.
 - d. "Homeowners" means the owners of mobilehomes in the Mobilehome park, responsible for paying rent to management.
 - e. "Homeowner majority" is fifty percent (50%) plus one (1) vote or more of the number of votes homeowners of a mobilehome park are entitled to cast at the time of voting. A homeowner is entitled to cast one (1) vote for each mobilehome site that he is renting in the mobilehome park and that is occupied by a mobilehome; provided, however, that no homeowner who is a party to a lease is entitled to cast a vote for the site that is the subject of the lease. The total number of votes homeowners are entitled to cast equals the total number of mobilehome sites rented, occupied by mobilehomes and not subject to a lease at the time of voting.
 - f. "Homeowner representative" means the person or persons designated by the homeowners on whom all notices and papers may be served on behalf of the homeowner majority and who is empowered to enter into stipulations and agreements on behalf of the homeowner majority.
 - g. "Petition" means the document filed by homeowners with the Clerk to obtain a hearing or by homeowners or management to obtain a review by the Board of Supervisors.
 - h. "Petitioner" means the party who files a petition with the Clerk.
 - i. "Respondent" means the party against whom the petitioner seeks determination of a rent schedule or a review of the Arbitrator's decision.
 - j. "Verification" means that a petition has been verified; date of verification is the date the Clerk notifies the parties that a verified petition is on file and that a hearing will be set.

2. Meet and Confer.

a. Management shall include in its notice of rent increase a time and place for a meet and confer session whenever the amount of that increase exceeds 75% of the CPI as used in the Mobilehome Rent Control Ordinance. Meet and confer shall be scheduled between seventeen (17) and twenty-five (25) days following the date in the notice of increase unless otherwise agreed to by the parties. Meetings shall be held within the mobilehome park or at another location agreeable to the parties. No later than ten (10) days following the date in the notice of increase, management shall make available to representatives selected by homeowners a detailed list of expenses and income, including utility costs and charges, for the prior four (4) years unless such is unavailable on account of transfer of ownership of the park, together with any other information upon which an increase is based.

b. The contents of paragraph 2a above shall be included in the notice of rent increase in substantially the following form:

"In accordance with provisions of the County Mobilehome Rent Control Ordinance and Rules for Hearing, we are providing you with the following information:

"The increase in this notice is greater than 75% of the increase in the Consumer Price Index. A meet and confer session is scheduled for (date) at (place) to discuss the basis for this increase. You must send representatives to this session. If you fail to send representatives to this session, you may be forfeiting your right to a hearing to contest this increase. Your representative may obtain information upon which this increase is based at (place) beginning (data). If the date for meet and confer is not convenient for your representatives, it may be possible to change that date by consulting with (person).

c. Management shall have no more than four representatives at the meet and confer session(s) and shall include at least one representative personally familiar with the basis for the rent increase, including income/expense documents, and with sufficient authority to make decisions binding on park management.

d. Homeowners shall have no more than four representatives at the meet and confer session(s) and these representatives shall have sufficient authority to make decisions binding on all homeowners in the park subject to veto by the homeowners. If homeowners provide four representatives, one representative who is not a park resident may be included.

e. Any settlement agreement resulting from meet and confer shall be put into writing, signed by all representatives, and circulated among homeowners. Such settlement agreement shall be effective in lieu of the noticed increase unless vetoed by the homeowners.

f. Homeowners may veto a settlement agreement by filing a valid petition to contest the noticed increase pursuant to Rule 3 below. The filing of a valid petition shall nullify the agreement.

3. Petitions.

a. No later than forty-five (45) days after the date of a notice from management increasing the maximum rent schedule, mobilehome owners of that park may file a petition requesting a hearing.

b. The petition shall be dated and signed by the homeowners and the homeowners' representative. The petition shall contain the following:

(1) The name and address of the homeowners and of the mobilehome park involved.

(2) The date of the notice increasing rent the amount of the proposed increase, and the effective date of the proposed increase.

-
- (3) The name of the homeowners' representative.
 - (4) The date the previous rent schedule was first charged.
 - c. There is no right to an individual hearing, and a petition must be signed by at least a homeowner majority within forty-five (45) days of the noticed increase before a hearing will be set.
 - d. A sample petition may be obtained from the office of the Clerk.
 4. Verification of Petition.
 - a. The Clerk shall determine whether the petition was timely filed and contains all required information. The Clerk shall reject any petition not meeting these criteria and promptly notify the homeowners' representative thereof. If a petition is so rejected, the homeowners may thereafter file another petition for the same relief, subject to the same requirements and time for filing as the original petition. Petitions not rejected are deemed verified, and the Clerk will promptly notify homeowners and management that a verified petition is on file and a hearing will be set.
 - b. At the Clerk's request, management shall furnish the names of all homeowners not subject to a lease as of the deadline for filing petitions, a copy of the notice of increase, and the date the previous rent schedule was first charged. Failure to provide this information within a reasonable time of request shall be deemed an automatic waiver of any objection to the petition's validity.
 5. Hearings.
 - a. After the petition has been verified, the Clerk shall set a bearing and shall promptly notify both parties of the time, date, and place for the hearing, and of the available arbitrators.
 - (1) The Clerk shall provide management with the name and address of the homeowners' attorney, if any, and the name and address of the homeowners' representative. The Clerk shall provide the homeowners' representative with the name and address of management's attorney, if any.
 - (2) The Clerk shall not reveal to management the names of homeowners signing or not signing the petition for hearing.
 - (3) Service of notice may be made on the attorneys for both parties or, if there is none, on the homeowners' representative for the homeowners and on the representative of record for management.
 6. Time for Hearing. A petition shall be heard and decided within ninety (90) days of its filing unless time is extended by agreement of the parties.
 7. Notice. The Clerk shall set a petition for hearing not less than forty (40) days or more than sixty (60) days after it has been filed, and shall within fourteen (14) calendar days of filing send the parties notice of the time and place set for hearing. The Clerk shall also give any public notice required by law. The notice to the parties shall be in substantially the following form, but may include other information:

"You are hereby notified that a hearing on the homeowners' petition will be held on the day of _____/ 19/ at _____, at the hour of _____. You may be present at the hearing, may but need not be represented by counsel, may present any relevant evidence, and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other sources of evidence by applying to the Clerk for the Mobilehome Rent Control Ordinance, at _____. You will be responsible for paying any mileage or attendance fees in connection with subpoenas so issued."

A statement of facts contained in the homeowners' petition shall be sent with such notice to management of the mobilehome park concerning which the petition was filed, but the names of homeowners signing the petition shall be omitted therefrom and shall not be sent or revealed.

8. Management's Objections and Response.
- a. Management may file objections to the homeowners' petition on the following grounds: that the petition was not timely filed, that the petition does not contain material information required by the applicable rules and ordinance(s), and/or that the proposed increase fails to exceed 75% of the CPI as defined by the Mobilehome Rent Control Ordinance. If such objections are not made as provided in this Rule, they shall be deemed waived.
 - b. Management shall file a response to the homeowners' petition. This response shall consist in relevant facts, argument and law in support of the proposed increase and shall contain as an exhibit a detailed list of expenses and income for the prior four years unless such is unavailable on account of a transfer of ownership of the park. In addition to other expenses and income, this list shall include utility costs and charges. Failure to file a response will result in a sixty (60) day delay in the effective date of any increase granted by the Arbitrator.
 - c. Time and form for objections and responses shall be:
 - (1) No more than ten (10) 8½" X 11" double-spaced single-sided, typewritten pages each, exclusive of exhibits.
 - (2) Filed with the Clerk no more than fourteen (14) Calendar days from the date of the Clerk's verification of the petition.
 - (3) Served on the homeowners' attorney or, if there is none, on the homeowners' representative on or before the filing deadline in Rule 8c(2) above.
 - d. Management's filing fee:
 - (1) Management shall pay a filing fee at the time of filing its response.
 - (2) The amount of this fee shall be equal to Ten Dollars (\$10.00) for every space in the park controlled by the Mobilehome Rent Control Ordinance.
 - (3) This fee shall be in the form of a personal check, bank check, or money order payable to "County of Santa Barbara."
 - (4) Fifty percent (50%) of the filing fee shall be refunded to management provided that the Clerk is notified no less than seventy-two (72) hours prior to the hearing that homeowners have withdrawn their petition.
 - (5) Management may pass on to homeowners, as a one-time-only increase, an amount equal to fifty percent (50%) of the filing fee in Rule 8d(2) above less any refunds from Rule 8d(4) above.
9. Homeowners' Counter-Response. Homeowners may file a counter-response to management's response. If homeowners file a counter-response, it shall consist in relevant facts, arguments, and law in opposition to the proposed increase and shall be:
- a. No more than ten (10) 8½" x 11" double-spaced, single-sided, typewritten pages, exclusive of exhibits.
 - b. Filed with the Clerk no more than twenty-eight (28) days from the date of the Clerk's verification of the homeowners' petition.

-
- c. Served on management's attorney or, if there is none, on the owner or his representative on or before the filing deadline in Rule 9(b) above.
 - d. Homeowners' duty to file a counter-response is optional, and failure to file shall be without legal consequence.
10. Subpoenas. Before the hearing has commenced, the Clerk shall issue subpoenas and subpoenas duces tecum at the request of either party in accordance with the provisions of Section 1985 of the Code of Civil Procedure. After the hearing has commenced, the Arbitrator may issue subpoenas and subpoenas duces tecum.

Such process shall extend to all parts of the state and be served in accordance with the provisions of Sections 1987 and 1988 of the Code of Civil Procedure. No witness shall be obliged to attend at a place out of the county in which he resides unless the distance is less than 150 miles from his place of residence, except that, upon affidavit of either party showing that the testimony of such witness is material and necessary, the Arbitrator may endorse on the subpoena an order requiring the attendance of such witness.

All witnesses appearing pursuant to subpoena, other than the parties, shall receive fees, and all witnesses appearing pursuant to subpoena, except the parties, shall receive mileage in the same amount and under the same circumstances as prescribed by law for witnesses in civil actions in a superior court.

Witnesses appearing pursuant to subpoena, except the parties, who attend hearings at points so far removed from their residences as to prohibit return thereto from day to day shall be entitled, in addition to fees and mileage, to a reasonable per diem compensation for expenses of subsistence for each day of actual attendance and for each day necessarily occupied in traveling to and from the hearing. Fees, mileage and expenses of subsistence shall be paid by the party at whose request the witness is subpoenaed.

11. Discovery. There is no right of discovery.
12. Appointment, Selection, and Payment of Arbitrators. An Arbitrator shall preside at all hearings and rehearing's regarding maximum rent increase schedules under the Mobilehome Rent Control Ordinance and shall make findings and decisions on such increases in accordance with the provisions of the Ordinance and these Rules. The decision of the Arbitrator shall be final except as otherwise specifically provided.
- a. Qualifications. Arbitrators shall be attorneys currently licensed to practice law in the State of California or certified public accountants currently licensed by the State of California. Arbitrators shall have no financial interest in mobilehome parks.
 - b. Appointment.
 - (1) The staff of the Real Property Division of the Department of Public Works shall submit to the Board of Supervisors a list of qualified candidates for Arbitrator.
 - (2) By a majority vote, the Board of Supervisors shall appoint five (5) candidates from this list to form a panel of prospective arbitrators.
 - (3) The staff of the Real Property Division shall propose additional candidates in the event that resignation or other removal reduces the panel to less than five (5).
 - (4) A panelist shall disqualify himself or herself from serving as arbitrator in a particular matter where there is a conflict of interest.
 - c. Selection of an Arbitrator for a Hearing.

-
- (1) After the petition of a homeowner majority has been filed and verified, the Clerk shall notify each party of the top three (3) available panelists on the list. Each party shall choose two of the three to serve as Arbitrator at the hearing.
 - (2) If the parties choose the same two panelists, then the panelist highest on the list shall be selected, and if later he cannot serve, then the other panelist shall be selected.
 - (3) If the parties choose only one panelist in common, then that panelist shall be selected, and if later he cannot serve, then the fourth panelist on the list shall be considered together with the others and each party shall again choose two (2) panelists.
 - (4) After a panelist has served as Arbitrator at a hearing, the name of that panelist shall be placed at the bottom of the list of panelists.
- d. Selection for Rehearings.
- (1) A panelist who served as Arbitrator for a hearing shall serve as Arbitrator on any rehearing so far as possible.
 - (2) If the panelist who served as Arbitrate for the hearing cannot serve as Arbitrator for the rehearing, then an arbitrator for the rehearing shall be selected in accordance with Rule 12(c) above.
- e. Payment.
- (1) Arbitrators shall be paid for hearings and rehearings at the same hourly rate as hearing officers for the Santa Barbara County Civil Service Commission.
 - (2) Time spent in preparation for hearings is included in the hourly hearing rate and shall not be billed separately.
 - (3) No more than two (2) total hours may be billed for the analyzing evidence and preparing the Statement of Decision and Findings.
 - (4) The source of payment shall be the filing fees of homeowners and management so far as possible.
13. Record. Hearings shall be reported by a court reporter. The official record of a hearing, which shall constitute the exclusive record for decision of the issues at any review, rehearing, or judicial review, shall include: all written notices; all papers and documents filed prior to the proceedings; all exhibits admitted and rejected as evidence during the proceedings; a list of participants present; the reporter's transcript; a statement of all materials officially noticed; the ruling on each exception or objection, if any; and all findings, decisions and orders.
- The reporter need not transcribe the notes of the proceedings unless requested to do so by a party or the Clerk.
14. Official Notice. In reaching a decision, official notice may be taken of any fact which may be judicially noticed by the courts of this state. Parties present at the hearing shall be informed of the matters to be noticed, and those matters shall be noted in the record, referred to therein, or appended thereto. Either party shall be given a reasonable opportunity on request to refute the officially noticed matters by evidence or by written or oral presentation of authority, the manner of such-refutation to be determined by the Arbitrator.
15. Hearings.
- a. All hearings held before an Arbitrator shall be open to the public, and notice thereof given as required by law, except as specifically provided in Rule 19.

-
- (1) All participation by the public shall be channeled through the respective attorneys for homeowners and management or, if there is none, through their respective representatives. The attorney for each party or, if there is none, the respective representative shall determine the participation of individual members of the public and the content of that participation, subject to the ruling of the Arbitrate.
 - (2) The Arbitrator or Clerk may exclude members of the public for conduct which is unruly or disorderly and which disrupts or threatens to disrupt the proceedings.
- b. Each party to a hearing may be represented by attorneys or other persons of the party's choice.
 - c. Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness, regardless of which party first called him to testify; and to rebut the evidence against him.
 - d. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence is admissible if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing.
 - e. Irrelevant and unduly repetitious evidence shall be excluded.
16. Evidence Required by the Arbitrator. The Arbitrator may request either part to provide pertinent books, retards and papers. (However, management may substitute an affidavit by a certified public accountant, as long as the affidavit contains the information sought from such books, records and papers, and as long as such certified public accountant is available for cross-examination at the hearing concerning such statement. A subpoena duces tecum shall not be issued for the books, records or papers on which such statement was based.

Failure or refusal of a party to produce material requested by a Board may be considered by the Arbitrator as evidence that such material, if produced, would be adverse to such party.

17. Relevant Evidence.
- a. In determining petitions, the Arbitrator shall consider all relevant-factors to the extent evidence thereof is introduced by either party or produced by either party on request of the Arbitrator.
 - b. Such relevant factors may include, but are not limited to, increases in management's ordinary and necessary maintenance and operating expenses insurance and repairs; increases in property taxes and fees and expenses in connection with operating the park; capital improvements; increases in services, furnishings, living space, equipment or other amenities.
18. Decision. The Arbitrator shall consider management's response and homeowners' counter-response, if any, prior to rendering his decision.

The Arbitrator shall prepare the written decision, which shall include a statement of the issues, the findings of facts on which the decision is based, and the rent schedule imposed. The decision shall be supported by a preponderance of the evidence and shall state the time for seeking review by the Board of Supervisors and judicial review as provided in Section 1094.6 of the Code of Civil Procedure. The decision shall be signed by the Arbitrator and filed as a public record with the Clerk no later than thirty (30) days following the hearing. The Clerk shall serve a copy of the decision on each party or through such party's attorney or, if there is none, through the party's representative.

-
19. Continuances. Continuances may be granted by the Arbitrator for good cause shown, provided that sufficient time remains after the continuance to compete the hearing within the time allowed parties may waive the limitation on time.

A party seeking a continuance shall apply therefor within ten (10) calendar days following the time the party discovered or reasonably should have discovered the event or facts establishing cause for the continuance. A continuance may be granted after such time has lapsed only if the party seeking the continuance is not responsible for and has made a good faith effort to prevent the event or fact establishing good cause.

Continuances may be granted by the Arbitrator after discussion with both parties and without public hearing.

20. Contempt. If any person in proceedings before the Arbitrator disobeys or resists any lawful order or refuses to respond to a subpoena, or refuses to take the oath or affirmation as a witness or thereafter refuses to be examined, or is guilty of misconduct during a hearing or so near the place thereof as to obstruct the proceeding, the Arbitrator may on his own motion, or shall on request of a party and such party's prepayment of the cost therefor, certify the pertinent parts of the record and file the same with a superior court in and for Santa Barbara County. If such action is taken on the Arbitrator's own motion, the Arbitrator shall be responsible for prosecuting the proceeding in court. If such action is taken on request of a party, that party shall be responsible for prosecuting the proceeding in court. The court may thereupon issue an order directing the person to appear before the court and show cause why he should not be punished as for contempt. The order and a copy of the certified record shall be served on the persons. Thereafter, the court shall have jurisdiction of the matter. The same proceeding shall be had, the same penalties may be imposed, and the person charged may purge himself of the contempt in the same way as in the case of a person who has committed a contempt in the trial of a civil action before a superior court.
21. Oaths. In any proceeding before an Arbitrator, oral testimony offered as evidence shall be taken only on oath or affirmation, and the Clerk, his designee, and the Arbitrator have the power to administer oaths and affirmations and to certify to official acts.
- Oaths of witnesses may be given individually or en masse. Witnesses should be asked to raise their right hands and to swear or affirm that the testimony they shall give will be the truth, the whole truth, and nothing but the truth.
22. Motions. All motions by the parties shall be in writing, unless made on the record during hearing, and shall clearly state the action requested and the grounds relied on.
23. Review by the Board of Supervisors.
- a. The decision of the Arbitrator shall be reviewed by the Board of Supervisors upon a petition alleging prejudicial abuse of discretion. Abuse of discretion is established where the Arbitrator has failed to proceed in the manner required by law, the decision is not supported by findings, or the findings are not supported by substantial evidence.
 - b. This review shall ordinarily be made on the record alone; however, the Board may elect to hear oral argument from the parties, their representatives, and/or their attorneys. The Board shall affirm or reverse the Arbitrator's decision in whole or in part and may remand the case to the Arbitrator for reconsideration in light of the Board's review or, where appropriate, the Board may make a new decision without remand.
 - c. The petition for review shall be filed by a party or his representative with the Clerk of the Ordinance no later than the fifteenth judicial day following the date the Clerk mailed the Arbitrator's decision to the parties. The Board shall have no discretion to consider late petitions.

-
- d. A proof of service showing service on the opposing party or his representative shall accompany the petition filed with the Clerk. A response, if any, shall be served and filed within fifteen (15) judicial days of the filing of the petition.
 - e. The Clerk shall furnish the Board with the official record of the hearing, except that a copy of the reporter's transcript shall be included only where requested by the petitioner or respondent. The requesting party shall pay the cost of the reporter's transcript plus one copy to be furnished to the opposing party.
 - f. The Board shall render its decision no later than thirty (30) judicial days following its receipt of all pleadings, records and transcripts, as covered in subparagraphs c and d above. The decision of the Board is final on the date signed, and there shall be no further review or appeal except as specifically provided by Rules 24 and 25.
24. Rehearings. Rehearings are available only on matters remanded by the Board of Supervisors. The Clerk shall set a rehearing within twenty (20) judicial days following the date which the Board's decision becomes final.
25. Judicial Review. Code of Civil Procedure sections 1094.5 and 1094.6 are applicable to judicial review of Arbitrators' decisions under the Santa Barbara County Mobilehome Rent Control Ordinance and Rules.

(Ord. No. 3589, § 4)

Sec. 11A-5. Increases in maximum rent schedule.

- (a) Management's notice of an increase in the maximum rent schedule shall:
 - (1) Comply with state law; and
 - (2) Indicate whether or not the percentage of noticed increase in relation to the previous maximum rent schedule, less allowed costs for capital improvements and/or capital expenses, if any, is in excess of seventy-five percent of the percentage by which the most recently published edition of the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim area, all items, Base Index 1967=100, shows that such index has increased during the immediately preceding twelve months for which said index has been published at the time notice of said increase was given or since the last rent increase (hereinafter called "in excess of seventy-five percent of CPI"); and
 - (3) Where the noticed increase is in excess of seventy-five percent of CPI, management shall:
 - (A) Itemize amounts for increased operating costs; any capital expenses incurred in the prior year to be undertaken for which reimbursement is sought, hereinafter "new" capital expenses; any capital expenses allowed in prior years but not fully reimbursed, hereinafter "old" capital expenses; any offset against new or old capital expenses; and capital improvements.
 - (B) Set a meet and confer session. The procedure for meet and confer shall be set out in the rules for hearing.
- (b) Homeowners may, no later than forty-five days after the date of notice, file a petition for hearing to contest the proposed increase but only if the increase is in excess of seventy-five percent of CPI.
- (c) The hearing shall be set by the clerk, held before an arbitrator, and governed by the provisions of this chapter and of the rules for hearing.
- (d) The arbitrator shall deny a hearing on a noticed increase:

(Supp. No. 43)

Created: 2026-03-19 13:47:50 [EST]

-
- (1) Where management has not waived its right to object and proves by a preponderance of evidence that:
 - (A) The homeowners' petition for hearing was not supported by a homeowner majority or was untimely filed. For purposes of this determination, management may require the testimony of the clerk but may not require the production of homeowner's petitions or copies thereof, except that said petitions may be examined by the arbitrator; or
 - (B) The noticed increase is not in excess of seventy-five percent of CPI; or
 - (2) Where no homeowners' representatives attended meet and confer.
- (e) The arbitrator shall deny an increase in the maximum rent schedule where homeowners prove by a preponderance of evidence that:
- (1) Management has previously increased the maximum rent schedule such that the effective date of the proposed increase will be less than twelve months after the effective date of the previous increase; or
 - (2) Management has failed to provide a meet and confer session.
- (f) If the hearing and/or increase is not denied pursuant to the foregoing paragraphs, the arbitrator shall consider all relevant factors to the extent evidence thereof is introduced by either party or produced by either party on request of the arbitrator.
- (1) Such relevant factors may include, but are not limited to, increases in management's ordinary and necessary maintenance and operating expenses, insurance and repairs; increases in property taxes and fees and expenses in connection with operating the park; capital improvements; capital expenses; increases in services, furnishings, living space, equipment or other amenities; and expenses incidental to the purchase of the park except that evidence as to the amounts of principal and interest on loans and depreciation shall not be considered.
- (g) The arbitrator shall automatically allow a rent increase of seventy-five percent of the CPI increase (hereinafter "automatic increase").
- (h) The arbitrator may allow an increase in excess of the automatic increase for increased costs where increases in expenses and expenditures of management justify such increase.
- (i) To determine the amount of any increase in excess of the automatic increase, the arbitrator shall:
- (1) First, grant one-half of the automatic increase to management as a just and reasonable return on investment. The arbitrator shall have no discretion to award additional amounts as a just and reasonable return on investment;
 - (2) Next, grant one-half of the automatic increase to management to cover increased operating costs. The arbitrator shall have no discretion to award less than this amount for operating costs.
 - (3) Next, add an amount to cover operating costs, if any, in excess of one-half of the automatic increase. The arbitrator shall have discretion to add such amounts as are justified by the evidence and otherwise permitted by this chapter.
 - (4) Next, add an amount to cover new capital expenses. Where one-half of the automatic increase is more than the actual increase in operating costs for the year then ending, the arbitrator shall offset the difference against any increases for new capital expenses.
 - (5) Next, add an amount to cover old capital expenses. Where one-half of the automatic increase is more than the actual increase in operating costs for the year then ending, the arbitrator shall offset the difference against any increase for old capital expenses unless such difference has already been used to offset an increase for a new capital expense or another old capital expense. The arbitrator shall have

discretion to review operating costs and the sufficiency of any offset, but not to redetermine the right of management to reimbursement for an old capital expense.

- (6) Finally, add an amount to cover increased costs for capital improvements, if any. The arbitrator shall have discretion to add such amount as is justified by the evidence and otherwise permitted by this chapter.
- (j) The total increase shall not exceed the amount in management's notice of rent increase.
- (k) Evidence as to costs to be incurred prior to the next rent increase may be considered only where such evidence shows that these costs are definite and certain.
- (l) Increases in the maximum rent schedule set by the arbitrator shall become effective as of the effective date in the notice or rent increase.

(Ord. No. 3589 § 6; Ord. No. 3678, § 1)

Sec. 11A-6. Capital improvements and capital expenses.

- (a) Capital Improvements.
 - (1) The cost of capital improvements incurred or proposed, including reasonable financing costs, may be passed on to homeowners at the time of an annual increase:
 - (A) After written approval of a homeowner majority without hearing; or
 - (B) After failure of homeowners to contest a rent increase which includes costs for capital improvements; or
 - (C) After approval at hearing.
 - (2) Any notice of a rent increase which is in excess of seventy-five percent of CPI and includes costs for capital improvements shall contain a payment plan showing the cost of the improvement per mobilehome space and the time period required to amortize the cost of the improvement, e.g., ten dollars per space for seventy-two months.
 - (3) Notwithstanding any other provision to the contrary, the cost of capital improvements required by a change in governmental law or regulation may be automatically passed on to homeowners at the time of an annual increase. Any hearing on such costs shall be solely for the purpose of determining whether management's plan for compliance or for recoupment of costs is unreasonable if so alleged by homeowners.
 - (4) Management shall deduct increases allowed for capital improvements at the time which was specified by the arbitrator, or if no time was so specified, then at the time specified by the payment plan.
 - (A) If management fails to automatically deduct such increase, then such increase shall be considered an increase in the maximum rent schedule and shall be subject to all the provisions of this chapter, including, but not limited to, amount and frequency of increase.
 - (B) If the arbitrator finds that management failed to deduct the increase, the arbitrator shall order management to credit such amount to each homeowner retroactive to the date the increase should have been deducted together with interest at the legal rate.
 - (5) If management fails to begin construction of a capital improvement within six months after approval of the cost of the capital improvement, then management shall discontinue the increase for the capital improvement and shall credit any amounts collected to each homeowner. If management fails to automatically discontinue such increase, then such increase shall be considered an increase in the

maximum rent schedule and shall be subject to all the provisions of this chapter, including, but not limited to, amount and frequency of increase.

(b) Capital Expenses.

- (1) The cost of capital expenses incurred or proposed, including reasonable financing costs, may be passed on to homeowners at the time of an annual increase.
- (2) Any notice of a rent increase which is in excess of seventy-five percent of CPI and includes costs for capital expenses shall contain a payment plan which shows the amount needed per month to amortize the cost of the capital item(s) over the useful life of the item(s). Payment plans for old capital expenses are not subject to modification by the arbitrator unless mutually agreed to by management and homeowners.
- (3) Notwithstanding any other provision to the contrary, the cost of capital improvements required by a change in governmental law or regulation may be automatically passed on to homeowners at the time of an annual increase. Any hearing on such costs shall be solely for the purpose of determining whether management's plan for compliance or for recoupment of costs is unreasonable, if so alleged by homeowners.
- (4) Management shall deduct increases allowed for capital expenses at the time which was specified by the arbitrator, or if no time was so specified, than at the time specified by the payment plan.
 - (A) If management fails to automatically discontinue such increase, then such increase shall be considered an increase in the maximum rent schedule and shall be subject to all the provisions of this chapter, including, but not limited to, amount and frequency of increase.
 - (B) If the arbitrator finds that management failed to discontinue the increase, the arbitrator shall order management to credit such amount to each homeowner retroactive to the date the increase should have been deducted together with interest at the legal rate.
- (5) If management fails to begin construction of a capital expense item within six months after approval of the cost of the capital expense, then management shall discontinue the increase for the capital expense and shall credit any amount collected to each homeowner. If management fails to automatically discontinue such increase, then such increase shall be considered an increase in the maximum rent schedule and shall be subject to all the provisions of this chapter, including, but not limited to, amount and frequency of increase.

(c) Whenever costs for capital improvements and/or capital expenses are included in rent, management shall provide each homeowner at least once a year a statement showing the following:

- (1) The amount of rent without charges for capital improvements and/or capital expenses; and
- (2) The monthly amount for each capital improvement and/or capital expense;
- (3) The date by which the charge for each capital improvement and/or capital expense will be fully amortized;
- (4) If this information is provided in an annual notice of rent increase, an additional statement is not required.

(Ord. No. 3589, § 8; Ord. No. 3678, § 2)

Sec. 11A-7. Leases.

Nothing in this chapter shall operate to restrict the right of a homeowner and management to enter into a lease. During the term of the lease, rent shall be that amount agreed to by management and lessee under the

terms of the lease. Prior to the lease and following the expiration or termination of the lease or any continuance thereof, the rent shall be in accordance with the maximum rent schedule for the same, or if there is none, similar tenancies of the same park.

(Ord. No. 3589, § 8)

Sec. 11A-8. Collection and frequency of increases.

- (a) Management may increase the maximum rent increase schedule no more than once a year for tenancies not subject to a lease. Assuming proper notice, management may collect increases as of the effective date of increase specified in the notice.
- (b) Where a homeowner majority has petitioned for a hearing on an increase and the hearing is to be held after the effective date of increase, management may collect the increase pending the arbitrator's decision; however, any portion of an increase in excess of seventy-five percent of the CPI increase shall be placed in an interest-bearing account in the name of management as trustee for the homeowners of that park.
 - (1) Where the arbitrator approves the full amount of noticed increase, management shall be entitled to retain the full amount in the interest-bearing account together with accrued interest, if any.
 - (2) Where the arbitrator approves an increase in an amount less than the amount noticed, management shall be entitled to the full amount in the interest-bearing account subject to a homeowner credit against future rent. The amount of the credit shall be the difference between the amount deposited in the interest-bearing account and the amount approved, plus a proportional amount of the interest, if any, prorated among the tenancies. Management shall notify each homeowner in writing of the amount of credit.
- (c) Where a new maximum rent increase schedule has been set by the board of supervisors upon review or by the arbitrator upon rehearing, adjustments in rent paid shall be made in accordance with subsection (b)(1) and (2) of this section.

(Ord. No. 3589, § 8)

Sec. 11A-9. Cost savings.

If management reduces or eliminates any service to a homeowner in effect on the date the ordinance codified in this section became effective, management shall reduce each homeowner's rent by his proportionate share of the cost savings due to such reduction or elimination.

(Ord. No. 3589, § 8)

Sec. 11A-10. Subleases and assignments.

Management may make reasonable rules regarding subleases and assignments and may increase the maximum rent schedule during the duration of the sublease or assignment by an amount not to exceed ten percent.

- (a) This increase is in addition to other increases authorized under this chapter and is not subject to the once-a-year limitation of section 11A-8(a).
- (b) After an increase under this section, further increases shall be governed by the provisions of this chapter.

(Supp. No. 43)

Created: 2026-03-19 13:47:50 [EST]

-
- (c) After the termination of the sublease or assignment, the maximum rent increase schedule shall be reduced to the level it would have been but for the sublease or assignment, provided that the owner tenant resumes occupancy.

(Ord. No. 3589, § 8)

Sec. 11A-11. Retaliation.

Management shall not retaliate against any homeowner because of his assertion or exercise of any rights provided by this chapter.

(Ord. No. 3589, § 10)

Sec. 11A-12. Penalties.

- (a) Any wilful violation of the provisions of this chapter shall be punished by a fine not exceeding five hundred dollars or imprisonment for a term not exceeding six months, or by both such fine and imprisonment. Every day any such violation shall continue shall constitute a separate offense.
- (b) Any homeowner aggrieved by the wilful violation of any of the provisions of this chapter may sue thereon and recover actual damages therefor, plus a civil penalty not to exceed two hundred dollars for each such violation.

(Ord. No. 3589, § 10)

Sec. 11A-13. Judicial intervention.

- (a) Should the operation or enforcement of this chapter, as amended, be stayed or temporarily restrained or preliminarily enjoined by a court of competent jurisdiction, petitions may continue to be filed as authorized herein and will be heard as provided herein on the discharge of such stay or temporary restraining order or preliminary injunction, to the extent permitted by the court. The time in which to decide such petitions shall be extended by the time such stay, order or injunction was in effect.
- (b) Should any decision of a mobilehome rent control board be set aside and remanded, the petition on which such decision was based shall be reheard by the arbitrator and a new decision made within ninety days of the date the previous decision was set aside, excluding from the computation of such period any time during which this chapter, as amended, was stayed, temporarily restrained or preliminarily enjoined.
 - (1) The new decision shall become effective as if it were the original decision subject to section 11A-5.
 - (2) Any rent paid by homeowners in excess of that approved by the subsequent decision shall be credited to homeowners in accordance with section 11A-8(b)(2) insofar as possible.
 - (3) Any rent paid by homeowners less than that approved by the subsequent decision shall be prorated among the tenancies.

(Ord. No. 3179, § 18; Ord. No. 3185, § 2; Ord. No. 3589, § 11)

Sec. 11A-14. Increase upon sale.

- (a) Except as provided below, a "sale" is a change of ownership of a mobilehome whether or not for value.

(Supp. No. 43)

Created: 2026-03-19 13:47:50 [EST]

-
- (b) A change of ownership which, if a mobilehome were real property, would be excluded from reassessment under California Revenue and Taxation Code Sections 62 and 63 as the same exist on the date of enactment of the ordinance codified in this section or as later amended is not a sale pursuant to this section.
 - (c) Management may increase the maximum rent schedule, less amounts for capital improvements and capital expenses, if any, by an amount not to exceed ten percent upon the sale of a mobilehome in accordance with the provisions of this section and subject to the following:
 - (1) This increase may be made on the first sale following the effective date of the ordinance codified in this section.
 - (2) Increases may be made following subsequent sales provided that at least sixty months shall have elapsed between that sale and the previous sale.
 - (d) This increase is in addition to other increases under this section and is not subject to the once-a-year limitation of section 11A-8(a).
 - (e) After an increase under this section, further increases shall be governed by the provisions of this chapter.
- (Ord. No. 3678, § 3)

Sec. 11A-15. Severability.

If any provision of this chapter or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the chapter which can be given effect without the invalid provisions or application, and to this end the provisions of this chapter are severable.

(Ord. No. 3122, § 1; Ord. No. 3179, § 17; Ord. No. 3185, § 3)