



# Memorandum

**TO:** HONORABLE MAYOR AND  
CITY COUNCIL

**FROM:** Councilmember  
Pam Foley

**SUBJECT: SEE BELOW**

**DATE: April 28, 2020**

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Approved

Date: 04/28/2020

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**SUBJECT:** Maintaining Agreements Between Mobilehome Park Residents and  
Mobilehome Park Owners

## **RECOMMENDATION**

1. Accept the following amendments to the set of ordinances Council approves by:
  - a. Removing “take any action to” under 6A: “During the term of this Ordinance, a Landlord may not increase the rent upon any Rental Unit that is subject to the provisions of Chapter 17.22 or Parts 1-9 of Chapter 17.23 of the San Jose Municipal Code.”
  - b. Removing “shall hereby be without effect” and replacing with “shall not be collected” under 6B. Any pending increase in rent pursuant to a lawfully-served notice or fully executed lease renewal agreement, consistent with the requirements of Chapter 17.22 or Chapter 17.23 of the San Jose Municipal Code and occurring prior to adoption of this Ordinance, shall not be collected through December 31, 2020.

## **BACKGROUND**

Council’s intent is to insure that no resident of an affected property would have a rent increase during the term of the Emergency Ordinance. However, words matter and we must be sure not to knowingly find ourselves facing unintended consequences in the months ahead. Both mobilehome park residents and mobilehome park owners are quite concerned with language outlined in 6A and 6B of Exhibit A of each drafted Ordinance.

By removing the words recommend in this memorandum, the city honors the long-held annual anniversary rent increase dates, and by extension the landlord’s 90-day advance notice requirement under state law. However, the landlord will credit the same amount to

tenant's account, thereby nullifying the tenant's rent increase during the duration of the Emergency Ordinance.

Adding "shall not be collected" to clarify specifically, that it is the pending rent increase that will not be collected from the tenant through December 31, 2020. Removing "shall hereby be without effect" as it is superfluous and may cause one to interpret that the lawfully-served notice or fully executed lease renewal agreement is without effect.

These actions allow us to honor the long-held anniversary dates but ensure Council's intent is met — no rent increase during the duration of the Emergency Ordinance.