Date of Hearing: July 2, 2025

ASSEMBLY COMMITTEE ON HOUSING AND COMMUNITY DEVELOPMENT
Matt Haney, Chair
SB 610 (Pérez) – As Amended April 21, 2025

SENATE VOTE: 28-10

SUBJECT: Disaster assistance: tenants, mobilehome parks, and mortgages

SUMMARY: Enacts various changes to laws governing mobilehome parks and landlord-tenant law. Specifically, **this bill**:

Mobilehome Park Rent Cap After States of Emergency

1) Prohibits mobilehome park management from increasing, during the course of any 12-month period after a federal, state, or local state of emergency is first declared, the gross rental rate for a tenancy in a mobilehome park by more than 3% plus the percentage change in the Consumer Price Index (CPI), or 5%, whichever is lower, of the gross rental rate charged for the tenancy at any time during the 12 months prior to the increase.

2) Specifies that, if the same homeowner or successor in interest maintains a tenancy over any 12-month period, the total gross rental rate amount for the tenancy may not be increased by more than two increments over the 12-month period.

3) Allows a mobilehome park to establish the initial rental rate for a new tenancy in which no homeowner from the prior tenancy remains in lawful possession of the mobilehome space, unless the local agency or jurisdiction has adopted an ordinance or rule that limits rent for a new tenancy.

4) Prohibits a homeowner subject to this limitation from entering into a sublease that results in a total rent that exceeds the rent allowable under current law, as specified.

5) Requires mobilehome park management to provide notice of any increase of rent pursuant to current law, as specified.

6) Makes any waiver of these rights void and unenforceable as contrary to public policy.

7) Exempts from the requirements of 1) above, a mobilehome space that is any of the following: restricted by deed or other regulation or document as affordable housing; constructed and maintained in connection with any higher education institution for use and occupancy by students; subject to any ordinance, rule, regulation, or initiative measure that restricts annual increases in the rental rate less than provided in 1) above; or within a resident-owned mobilehome park, as defined.

8) Defines, for the purposes of 1) above, the following terms:

    a) "Consumer Price Index for all Urban Consumers for All Items" (CPI-U) to mean the Consumer Price Index for All Consumers for All Items for the metropolitan area in which the party is located, as published by the United States Bureau of Labor Statistics, for:

i) The Los Angeles-Long Beach-Anaheim metropolitan area;

ii) The Riverside-San Bernardino-Ontario metropolitan area;

iii) The San Diego-Carlsbad metropolitan area;

iv) The San Francisco-Oakland-Hayward metropolitan area; and

v) Any successor metropolitan area index for those above.

b) "Management" to mean the management of a qualified mobilehome park, as defined in current law; and

c) "Percentage change in the cost of living" to mean the percentage change in the applicable CPI-U, as described and computed. Specifies that, for rent increases before August 1 of any year, the percentage change shall be the percentage change in the CPI-U published for April of the previous year and the April the year before that. Specifies that, for rent increases after August 1 of any year, the percentage change must be the percentage change in the CPI-U published for April of that year and the April the year prior, as specified.

9) Specifies that nothing in its provisions may impair, preempt, or affect the authority of a local government to adopt or maintain an ordinance, rule, or other measure that establishes a maximum amount of rent that may be charged, or for other regulations for a tenancy, unless that ordinance or rule allows for a rental rate increase greater than provided by this bill. Specifies that this bill does not alter the application of other sections of law to any ordinance or rule that establishes a maximum amount that may be charged for rent.

Mobilehome Park Destruction and Rebuilding

10) Expands the requirement for management of a mobilehome park that is destroyed by a disaster to offer a renewed tenancy in a rebuilt mobilehome park to a previous homeowner to also include a mobilehome park that is damaged.

11) Limits management's ability to adjust an offer of renewed tenancy in a rebuilt park by capping the adjustment of the terms of the previous tenancy to no more than 10% of the previous rental rate charged for the space.

12) Requires management of a mobilehome park that is damaged or destroyed as the result of a disaster to offer any vacant space in another mobilehome park in the state that the management owns to previous homeowners of the mobilehome park that was damaged or destroyed at substantially the same terms as the previous homeowner's previous rental agreement, except that management may increase the rental rate to the extent legally permissible.

13) Requires management to establish a roster of previous homeowners for the purpose of making the offers under 12) above, and places on previous homeowners the duty to provide management with current contract information.

14) Specifies that, if there are more previous homeowners than vacancies available, management must ensure a random selection of the previous homeowners and develop an ordered list and offer vacancies in sequential order according to the list.

15) Defines, for the purposes of 10) to 14) above, the following:

    a) "Disaster" to mean a natural or manmade emergency resulting from an earthquake, flood, fire, storm, drought, plant or animal infestation or disease, pandemic or epidemic disease outbreak, or other natural or manmade disaster for which a state of emergency has been declared by the President of the United States or the Governor, or for which a local emergency has been declared by an official or entity with authority to make such a declaration; and

    b) "Rebuild" to mean to re-establish or complete construction of any mobilehome space in California within 10 years of the disaster.

Mobilehome Park Damage Repairs and Debris Removal

16) Provides that if a mobilehome park or mobilehome space has sustained damage as result of a disaster, whether or not the damage renders the property untenantable, it is the responsibility of park management to repair or remediate the damage, including all of the following:

    a) Removal of debris caused by the disaster;

    b) Repair or restoration of any damaged structural, mechanical, or aesthetic elements of the property, including but not limited to, walls, floors, ceilings, windows, doors, and fixtures; and

    c) Mitigation of hazards arising from the disaster, including but not limited to, the presence of mold, smoke, smoke residue, smoke odor, ash, asbestos, or water damage.

17) Provides that the presence of debris from the disaster, including ash, sludge, or runoff, is presumed to render the premises untenantable until a determination has been made by a local public health agency or official that the debris does not contain toxic substances.

18) Requires management to complete the necessary cleaning, repairs, or remediation of debris within a reasonable time after the property sustains damage, taking into account the extent of the damage and the availability of materials and labor. Requires management to follow any and all cleaning protocols issued by government officials, including contracting with licensed remediation companies where required.

19) Requires management to inform a homeowner in writing about all cleaning, repairs, and remediation completed, including detailed descriptions of any work undertaken, the qualifications of any contracted services, and copies of any environmental studies, testing, or reports conducted.

20) Allows a mobilehome owner, if mobilehome park management fails to perform the necessary cleaning, repairs, or remediation within a reasonable time pursuant to 18), to do any of the following:

a) Pursue specified remedies, including repairing the damage and deducting the cost of those repairs from rent, or notifying park management that they are electing to terminate the tenancy, vacate the premises, and be discharged from any further obligations under the tenancy;

b) Reduce their rent in an amount proportional to the reduction in the use and enjoyment of the premises resulting from the damage, to apply immediately upon notification to management; and

c) Pursue any other remedies available under law.

21) Specifies that, unless the tenancy is terminated by the mobilehome owner pursuant to 20) a) above, the tenancy remains in effect and the homeowner has a right to return to the mobilehome park or space at the same rental rate as soon as it is safe and practicable.

22) In any unlawful detainer action by management to recover possession from a homeowner, creates a rebuttable presumption affecting the burden of producing evidence that management is unlawfully retaliating against a homeowner for exercising their rights under this provision if:

a) The mobilehome park or mobilehome space sustained damage as a result of a disaster;

b) Park management failed to repair and remediate the damages within a reasonable time after the disaster; and

c) The notice to terminate the tenancy was served on the mobilehome owner before the damage has been repaired and remediated, or within 180 days of the damage being repaired or remediated.

23) Declares the rights, obligations, and remedies under 16) through 22) above to be cumulative and in addition to any other rights, obligations, or remedies available under federal, state, or local law.

24) Specifies that these provisions do not preempt any local ordinance from providing for additional protections for homeowners or imposing additional obligations on park management.

Mobilehome Space Rent Obligations During Disasters

25) Requires park management to return to a mobilehome owner any advance rental payments received from the mobilehome owner that cover any period of time after the date of termination when a mobilehome tenancy is terminated due to the damage or destruction of the mobilehome park or any space as a result of a disaster. Requires that any such payment be made within 21 days of the date of termination, and be sent to the address provided by the mobilehome owner, or the address where the mobilehome was located if the mobilehome owner does not provide an address.

26) Specifies that, for any period that a mobilehome owner was unable to occupy their mobilehome or mobilehome space due to a mandatory evacuation order pursuant to a disaster, the mobilehome owner's obligation to pay rent is discharged for the period during

which the mobilehome owner was required to be evacuated. If the mobilehome owner had paid rent in advance, either requires park management to return within 10 days any portion of the rent that covered the time period of the evacuation order, or allows the mobilehome owner to deduct that amount from the next month's rent.

Residential Rental Property Damage Repairs and Debris Removal

27) Provides that if a residential rental property has sustained damage as result of a disaster, whether or not the damage renders the property untenantable, it is the responsibility of the landlord to repair or remediate the damage, including all of the following:

    a) Removal of debris caused by the disaster;

    b) Repair or restoration of any damaged structural, mechanical, or aesthetic elements of the property, including but not limited to, walls, floors, ceilings, windows, doors, and fixtures; and

    c) Mitigation of hazards arising from the disaster, including but not limited to, the presence of mold, smoke, smoke residue, smoke odor, ash, asbestos, or water damage.

28) Provides that the presence of debris from the disaster, including ash, sludge, or runoff, is presumed to render the premises untenantable until a determination has been made by a local public health agency or official that the debris does not contain toxic substances.

29) Requires the landlord to complete the necessary cleaning, repairs, or remediation within a reasonable time after the property sustains damage, taking into account the extent of the damage and the availability of materials and labor. Requires the landlord to follow any and all cleaning protocols issued by government officials, including contracting with licensed remediation companies where required.

30) Requires the landlord to inform the tenant in writing about all cleaning, repairs, and remediation completed, including detailed descriptions of any work undertaken, the qualifications of any contracted services, and copies of any environmental studies, testing, or reports conducted.

31) Allows a tenant, if the landlord fails to clean up debris within a reasonable time pursuant to 29) above, to do any of the following:

    a) Pursue specified remedies, including repairing the damage and deducting the cost of those repairs from rent, or notifying the landlord that they are electing to terminate the tenancy, vacate the premises, and be discharged from any further obligations under the tenancy;

    b) Reduce their rent in an amount proportional to the reduction in the use and enjoyment of the premises resulting from the damage, to apply immediately upon notification to the landlord; and

    c) Pursue any other remedies available under law.

32) Specifies that, unless the tenancy is terminated by the tenant pursuant to 31) a) above, the tenancy remains in effect and the tenant has a right to return to the premises at the same rental rate as soon as it is safe and practicable.

33) In any unlawful detainer action by the landlord to recover possession from a tenant, creates a rebuttable presumption affecting the burden of producing evidence that the landlord is unlawfully retaliating against a tenant for exercising their rights under this section is created if all of the following conditions exist:

    a) The residential rental property sustained damage as a result of a disaster;

    b) The landlord failed to repair and remediate the damages within a reasonable time; and

    c) The notice to terminate the tenancy was served on the tenant before the damage has been repaired and remediated, or within 180 days of the damage being repaired or remediated.

34) Declares the rights, obligations, and remedies under 27) through 33) above to be cumulative and in addition to any other rights, obligations, or remedies available under federal, state, or local law.

35) Specifies that these provisions do not preempt any local ordinance from providing for additional protections for tenants or imposing additional obligations on the landlord.

Residential Rental Property Rent Obligations During Disasters

36) Requires a landlord to return to the tenant any advance rental payments made by the tenant that cover any period after the tenancy is terminated due to the destruction of the rental property. A landlord must return this payment within 21 days of the date of the termination of the tenancy, to be sent to the address provided by the tenant, or to the address of the unit for which the tenancy was terminated when the tenant has not provided an address.

37) Provides that the date of termination under 36) above must be either: the date that the tenant informs the landlord or landlord's agent of the tenant's intent to terminate the lease; or the date that the residential real property was destroyed, if the termination occurred as specified.

38) Specifies that, during any period during which a tenant is unable to occupy their rental unit due to a mandatory evacuation order pursuant to a disaster, the tenant's obligation to pay rent is discharged for that period. If the tenant has already paid rent for the period of evacuation, either the landlord must return the rent within 10 days, or the tenant may deduct the amount from the next month's rent.

Eviction Notice Extensions During States of Emergency

39) Extends various notice periods and deadlines related to the termination of a tenancy or the unlawful detainer process in any county in which a state of emergency is declared by the President of the United States or by the Governor pursuant to the California Emergency Services Act, as specified.

40) Provides that the declaration of a federal, state, or local emergency automatically tolls for 15 calendar days any notice period or deadline relating to termination of a tenancy or the unlawful detainer process that was pending at the time that the emergency was declared.

41) Specifies that these provisions set the minimum timeline extension and tolling applicable to unlawful detainer proceedings during a declared state of emergency, but that they shall not be interpreted to prevent the establishment of longer timelines by rule of court.

Mortgage Assistance

42) Requires, upon a declaration of a state of emergency due to a wildfire, as provided, the Commissioner of the Department of Financial Protection and Innovation (DFPI) to coordinate with mortgage lenders and servicers operating in the state, including those that lend money related to the purchase of a mobilehome, to facilitate and monitor the implementation and promotion of mortgage forbearance, foreclosure prevention, and loss mitigation programs for borrowers who experience a material decrease in household income or a material increase in household expenses due to the wildfire emergency.

Mobilehome Park Closure, Cessation, or Change of Use Due to Disaster

43) Applies existing requirements governing the closure, cessation, or conversion of a mobilehome park to another use to situations where the closure or change of use is a result of damage or destruction of the mobilehome park by a disaster, including provisions requiring the person or entity proposing the change to file impact reports with specified entities and residents, create replacement and relocation plans for displaced residents, pay the in-place market value of certain displaced resident's mobilehomes, and restrict the local government's ability to approve a change of use unless certain requirements are met.

44) Specifies that, before a mobilehome park's conversion to another use, closure, or cessation of use related to damage or destruction by a disaster, the required impact report to be filed with the local legislative body must include an assessment of the Department of Housing and Community Development (HCD) regarding the feasibility of reopening the park. Requires the mobilehome park management to be the person or entity required to take steps to mitigate the adverse impact of the change of use of the park.

EXISTING LAW:

1) Regulates, pursuant to the Mobilehome Residency Law (MRL), the rights, responsibilities, obligations, and relationships between mobilehome park management and park residents. (Civil Code (CIV) Section 798, *et seq*.)

2) Prohibits mobilehome park management from, over the course of any 12-month period, increasing the gross rental rate for a tenancy in a qualified mobilehome park, by more than three percent plus the percentage change in the cost of living, or five percent, whichever is lower, of the lowest gross rental rate charged for a tenancy at any time during the 12 months prior to the increase, as specified. Defines, for the purposes of that section, "qualified mobilehome park" to be a mobilehome park that is located within and governed by the jurisdictions of two or more incorporated cities. (CIV 798.30.5 – *see comments*)

3) Requires management, if a mobilehome park is destroyed as a result of a disaster and management elects to rebuild the park at the same location, to offer a renewed tenancy in the rebuilt mobilehome park to all previous homeowners on substantially the same terms as the previous homeowner's rental agreement as of the time of the disaster. Allows management to adjust the terms of the previous rental agreement to reflect costs and expenses to rebuild the park that it incurred from the time of the disaster up to the time park management received a final certificate of occupancy for all spaces in the park, including costs associated with demolition, reconstruction, environmental remediation, and taxes and interest expenses. Requires park management to provide a previous homeowner, upon request, a statement listing the costs and expenses incurred in rebuilding the park and how the costs and expenses relate to the adjustment of terms in the rental agreement. (CIV 798.62)

4) Provides that a previous homeowner may accept the offer described in 3) above by submitting a rental application and a required deposit within 60 days from the date the homeowner receives the offer and signs a rental agreement. (CIV 798.62)

5) Requires park management to process applications for a renewed tenancy under 3) and 4) above on a first-come-first-served basis. (CIV 798.62)

6) Establishes the Mobilehome Parks Act (MPA) to prescribe standards and requirements for construction, maintenance, occupancy, use, and design of mobilehomes and mobilehome parks to guarantee park residents maximum protection of their investment and a decent living environment. Provides HCD with authority over enforcement of the MPA unless a local enforcement agency has elected to take responsibility. (Health and Safety Code (HSC) Section 18400, *et seq.*)

7) Requires a mobilehome park rental agreement to be in writing and to contain certain provisions, including a provision specifying the following:

    a) It is the responsibility of the management to provide and maintain physical improvements in the common facilities in good working order and condition; and

    b) With respect to a sudden or unforeseeable breakdown or deterioration of these improvements, management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. For purposes of this subdivision, a reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed 30 days in any other case except where exigent circumstances justify a delay. (CIV 798.15(d))

8) Provides that a tenant has committed unlawful detainer when they continue in possession of the property without the landlord's permission after:

    a) The tenant remains in possession of the premises after the expiration of the term of the tenancy without permission of the landlord or as otherwise not permitted by law;

    b) The tenant's nonpayment of rent and service of a three-day notice to pay or quit, stating the amount that is due;

c) The tenant has breached a covenant of the lease or failed to perform other conditions under the lease, and after service of a three-day notice requiring performance of such covenants or conditions;

d) The tenant has breached a covenant of the lease prohibiting subletting, assignment, or waste; has committed or permitted a nuisance on the premises; or used the premises for an unlawful purpose; or

e) The tenant gives written notice of the tenant's intention to terminate the tenancy, but fails to deliver possession of the premises to the landlord at the specified time. (Code of Civil Procedure (CCP) Section 1161)

9) Prior to the closure, cessation, or conversion of a mobilehome park to another use, requires the person or entity proposing the change to report on the impact of the conversion, closure, or cessation. Requires this report to include a replacement and relocation plan that adequately mitigates the impact upon the ability of the displaced residents to find adequate housing in a mobilehome park. Specifies that, if a displaced resident cannot obtain adequate housing in another mobilehome park, the person or entity proposing the change must pay the displaced resident the in-place market value of their mobilehome. (Government Code Section 65863.7)

10) Requires the lessor of a building intended for human occupation, in absence of an agreement to the contrary, to put the building in a condition fit for such occupation, and to repair all dilapidations that render the building untenantable. Requires a dwelling to be deemed untenantable if it substantially lacks any of the following affirmative standard characteristics or is a substandard residential unit, as provided:

a) Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors;

b) Plumbing or gas facilities that conformed to applicable law in effect at the time of installation, maintained in good working order;

c) A water supply approved under applicable law that is under control of the tenant, capable of producing hot and cold running water, or a system that is under control of the landlord that produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law;

d) Heating facilities that conformed with applicable law at the time of installation, maintained in good working order;

e) Electrical lighting, with wiring and electrical equipment that conformed with applicable law at the time of installation, maintained in good working order;

f) Buildings, grounds, and appurtenances at the time of the commencement of the lease or rental agreement, and all areas under control of the landlord, kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin;

g) An adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of commencement of the lease or rental agreement, with the landlord providing appropriate serviceable receptacles thereafter and being responsible for the clean condition and good repair of the receptacles under their control;

h) Floors, stairways, and railings maintained in good repair; and

i) A locking mail receptacle for each residential unit in a residential hotel, as provided. (CIV 1941 and 1941.1)

11) Deems and declares a building to be substandard if there exists any of a specified list of conditions for any building or portion thereof to an extent that endangers the life, limb, health, property, safety, or welfare of the occupants of the building, nearby residents, or the public. Includes in the list of conditions those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rodent harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or safety hazards. (HSC 17920.3(j))

FISCAL EFFECT: Unknown.

COMMENTS:

Author's Statement: According to the author, "The Eaton fire devastated my community, burning more than 14,201 acres, destroying 9,000 structures, and claiming 18 lives. In the midst of this disaster, I witnessed the best that humanity offers, with brave first responders and volunteers risking their lives to save others. Unfortunately, we also witnessed some of the bad that can arise in these events, with many renters left to fend for themselves without clarity in state law that their basic rights as tenants are ensured. During the 2025 LA County fires, renters relied on emergency regulations being adopted, and the mercy of property owners to work with them through these times. Unfortunately, the wildfire season has become a year-long threat to virtually every part of the state. While my community would have benefited greater from already having had these protections in place, I am committed to ensuring tenants in the event of future disasters have the necessary protections and assurance from the state they will be looked after.

The Los Angeles wildfires of January 2025 are estimated to be one of the most costly natural disasters in US history, even when adjusted for inflation, with over $250 billion in expected damage and economic loss. As a result of the fires, UCLA forecasts a $4.6 billion decline in GDP across the county for the year, $297 million in wage losses, and up to $131 billion in property and capital losses – much of which was underinsured or uninsured. They also expect increasingly unaffordable housing markets, higher insurance premiums, and health risks from wildfire-related pollution. Renters and mobile home owners experienced significant uncertainties regarding their rights and obligations immediately after the fires, from the right to return to where their destroyed home was to difficulty in identifying responsibility for damage remediation in surviving homes. In my district, nearly 770 rent-stabilized units in the Palisades were burned down within the two mobilehome parks that provided some of the only affordable homeownership opportunities in the area. In the aftermath of the fires, our communities have been left vulnerable and at risk of displacement. SB 610 provides essential protections for the health and livelihood of renters and mobilehome owners."

Mobilehomes in California: More than one million people live in California's approximately 4,500 mobilehome parks. Mobilehomes are not truly mobile, in that it is often cost prohibitive to relocate them. The cost to move a mobilehome ranges from thousands to tens of thousands of dollars depending on the size of the home and the distance traveled. A mobilehome owner whose home is located in a mobilehome park does not own the land the unit sits on, and must pay rent and fees for the land and any community spaces.

The MRL extensively regulates the relationship between landlords and homeowners who occupy a mobilehome park. A limited number of provisions also apply to residents who rent, as opposed to own, their mobilehome. The MRL has two parts: Articles 1 through 8 apply to most mobilehome parks and Article 9 applies to resident-owned parks or parks which are established as a subdivision, cooperative or condominium. The provisions cover many issues, including, but not limited to: 1) the rental and lease contract terms and specific conditions of receipt and delivery of written leases, park rules and regulations, and other mandatory notices; 2) mandatory notice and amendment procedures for mobilehome park rules and regulations; 3) mandatory notice of fees and charges, and increases or changes in them; and 4) specified conditions governing mobilehome park evictions. A dispute that arises pursuant to the application of the MRL generally must be resolved in a civil court of competent jurisdiction.

HCD oversees several areas of mobilehome law, including health and safety standards, registration and titling of mobilehomes and parks, and, through the Mobilehome Ombudsman, assists the public with questions or problems associated with various aspects of mobilehome law. In 2018, the Mobilehome Residency Law Protection Program was created to help mobilehome park residents better resolve issues and violations of the MRL. The program requires HCD to receive complaints from mobilehome park residents regarding violations of the MRL and refer complaints to a Legal Service Provider or appropriate enforcement agency.

HCD also inspects parks and mobilehomes for health and safety issues. HCD annually inspects 5% of parks for compliance with health and safety requirements under the MPA and Title 25. HCD also responds to health and safety complaints under the MPA. If a mobilehome park or an individual park resident is found to be in violation of the MPA, the law requires the enforcement agency to promptly issue a notice to correct the violation or violations identified in the agency's inspection to the park owner or operator, or to the registered owner of the mobilehome. If homeowners do not fix these violations within certain timeframes, park management may initiate eviction proceedings.

Mobilehome Park Rent Cap and Pending Litigation: SB 610 would impose a cap on the amount that mobilehome park management may increase rent for 12 months after a local, state, or federal state of emergency is declared in a jurisdiction. The bill specifies that park management may not increase the gross rental rate for a park tenancy by more than 3% plus the percentage change in the CPI, or by no more than 5%, whichever is lower. This section of SB 610 mirrors AB 978 (Quirk-Silva), Chapter 125, Statutes of 2021, which limited rent increases to the same formula for mobilehome parks that are governed by two or more incorporated cities. SB 610's rent increase limit would apply to any mobilehome park in the state, but only applies when there is a declared state of emergency, and for 12 months following that declaration. Exempted from this limitation are mobilehome parks restricted as affordable housing, mobilehomes related to a higher education institution, a mobilehome space that is subject to a local ordinance or rule that restricts annual rent increases to a greater extent than SB 610 does, and a resident-owned mobilehome park.

AB 978 (Quirk-Silva) was challenged in court in 2022 in *Anaheim Mobile Estates, LLC v. The State of California* and an Orange County Superior Court judge found the law unconstitutional. Attorney General Bonta appealed the lower court's ruling and a decision on the appeal is forthcoming. The mobilehome rent cap proposed in SB 610 mirrors the structure in AB 978 (Quirk-Silva) and thus is directly implicated in the ongoing litigation. The committee may wish to consider whether it is prudent to move forward with establishing a new mobilehome rent cap provision as proposed in this bill without yet having resolution from a higher court regarding AB 978's constitutionality.

Obligations for Rebuilt Parks: Mobilehome owners typically own their mobilehome, but lease the ground upon which it sits in the park. Thus, unlike owners of single-family homes, mobilehome owners do not have a right to return to the site of their mobilehome after it is destroyed by a disaster. With the passage in 2019 of SB 274 (Dodd), Chapter 504, mobilehome parks that are rebuilt after a disaster are now required to provide previous mobilehome tenants a right to return on similar lease terms, but the park owner can increase rental rates specifically to cover the cost of rebuilding the park. SB 610 modifies these requirements by specifying that, for any adjustments that management may make to the rental rates to reflect the costs and expenses to rebuild the park for a renewed tenancy for a previous resident, these adjustments may not exceed a cap of 10% of the previous rental rate charged for the space.

While creating better certainty for displaced residents is of course a worthwhile goal, it is not clear what the financial feasibility of rebuilding a park will be if the terms of the rental agreement are capped at the rents being paid prior to the disaster (or close to those rents). SB 274 (Dodd) provided a parkowner the ability to increase rents to cover rebuilding costs and included robust disclosure requirements so that returning homeowners have a clear understanding of why rent was increased and what it is paying for. In fact, SB 274 (Dodd) would have originally required a parkowner to offer displaced residents substantially the same rental terms as before the disaster, but this committee specifically requested amendments to provide more flexibility on rental terms, which are reflected in the current law. Similar to the concerns this committee raised in 2019, capping rents in this manner may have the counterproductive effect of disincentivizing the reconstruction of destroyed parks.

This bill further requires, if a mobilehome park is substantially damaged or destroyed by a disaster and park management owns other mobilehome parks in the state that have not been damaged or destroyed, that management offer a vacant space in its other park(s) to any previous mobilehome owners of the park that was substantially damaged or destroyed. The park management must offer this tenancy on substantially similar terms as the homeowner's previous tenancy in the destroyed park. To accomplish this process, SB 610 requires management to establish a roster of previous mobilehome owners and utilize a lottery system to determine which previous mobilehome owners are offered a spot when there are fewer vacant spots than displaced mobilehome owners. This requirement applies until the damaged or destroyed park is rebuilt, which is defined in the bill as "to re-establish or complete construction of any mobilehome space in California within 10 years of the disaster."

This provision would potentially result in displaced homeowners "porting" their rent-controlled space rent rate to a park in a different area of the state, where the local jurisdiction may or may not have a local mobilehome rent control ordinance in place (or vice versa). There may also be second homeowners or vacation homeowners among the population of displaced residents from the destroyed park, who perhaps should not be offered priority or a first-right-of-refusal over a

new homeowner seeking tenancy in a mobilehome park. The committee may wish to consider the usefulness of such a mandate.

The bill's new proposed definition of "rebuild" also raises questions. As the definition seems to link the rebuilding of a park to the construction of "any mobilehome space," rather than to a percentage of the park lots reconstructed or some other metric, would the construction of only one mobilehome space in a destroyed park trigger the end of the proposed mandate for a parkowner to offer the first-right-of-refusal for vacancies in their other parks? "Any" is also unclear and further muddled by the inclusion of "in California" and the strikeout of language in existing law that the rebuilt park be at the same location as the original, which suggests the park need not be rebuilt in the same location or even in the same general vicinity for these requirements to be triggered. The words "rebuild" and "rebuilt" also appear in the first provision of this section which requires management to offer renewed tenancy in a rebuilt park to prior homeowners, except that CIV 798.62(a)(1) also impliedly references the rebuilding period as "from the time of the disaster until management received a final certificate of occupancy for all spaces in the park." These differing references to "rebuild" seem to introduce confusion in interpreting both the new proposed provisions as well as existing law, if not creating outright conflicts. Furthermore, the creation of a 10-year "lookback" in these provisions coupled with the proposed requirement to offer tenancy in the rebuilt park at essentially the same rental rate as before the disaster may have the unintended effect of either disincentivizing the property owner from rebuilding the park, or incentivizing "waiting out" the 10-year lookback by leaving the property destroyed and vacant for that period of time in order to evade these requirements.

Rent Obligations During an Emergency: SB 610 creates protections for mobilehome owners and tenants to collect what they paid for their leases when a disaster makes them unable to reside in the space. If a mobilehome park tenancy is terminated due to damage or destruction of the mobilehome park as a result of disaster, the bill requires park management to return to the mobilehome owner any advance rental payments paid for any period after the date of the termination. Mobilehome park management must return this payment within 21 days of the termination. SB 610 also requires park management to return any rent, or discharge a mobilehome owner from rent obligations, for any period during which a mobilehome owner is unable to occupy their mobilehome space due to a mandatory evacuation order because of a disaster. If a mobilehome owner has made a rent payment already, SB 610 requires that the portion of the rent related when the evacuation order was in place to be returned within 10 days.

For tenants, SB 610 provides a similar protection. It specifies that, when a residential lease is terminated because the property was destroyed, the landlord must return any advance rental payments to the tenant that cover any periods after the termination of the lease. Like with mobilehomes, this payment must be made back to the tenant within 21 days of the termination of the lease. A tenant is also discharged from paying rent for any period in which they are unable to occupy their unit due to a mandatory evacuation order, and SB 610 requires a landlord to return any amount of rent paid for a period in which the tenant could not live in the unit due to an evacuation order. This amount must be returned within 10 days.

Tenantability and Debris Removal: Current law provides that a landlord is responsible for making rental housing units habitable and tenantable for tenants, and identifies conditions that render a property substandard and untenantable. The accumulation of "debris" or "combustible materials" as well as "similar materials or conditions which constitute fire, health, or safety hazards" (HSC 17920.3(j)) is a condition that renders a building substandard, and similarly the

tenantability statute requires "buildings, grounds, and appurtenances at the time of the commencement of the lease or rental agreement, and all areas under control of the landlord, [to be] kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin" (CIV 1941.1(a)(6)). However, whether these statutes apply to ash or debris from a wildfire is not clear. Thus, tenants have been without clarity, and according to the author, city officials have provided tenants with conflicting information regarding whether they or their landlord must clean up ash. When a landlord does not clean up the ash, a tenant's options are limited. Federal FEMA funds may be available that can help a homeowner or renter cover the costs of cleaning their homes, but these funds are likely insufficient for the potentially thousands of dollars that clean up may cost, and can take significant time to receive.

SB 610 clarifies that landlords are responsible for remediating damage to a residential rental property due to a disaster, mitigating hazards arising from the disaster, and removing debris when the property has sustained damage from a disaster. The landlord must complete all necessary clean up and repairs within a reasonable time after the property sustained damage. SB 610 provides that the presence of disaster-related debris is presumed to render the property untenantable. If a landlord fails to clean up the debris within a reasonable time, the bill permits the tenant to repair the damaged space and deduct the cost of doing so from their rent, vacate the premises and discharge their obligations under the lease, reduce their rent proportional to the reduction in use of the space, or pursue any other remedy in law. Under SB 610, unless a tenancy is terminated by the tenant due to the landlord's failure to remediate damage from a disaster, the tenancy is considered to remain in effect and the tenant has a right to return to their unit at the same rental rate as before, as soon as it is safe and practicable. Finally, SB 610 specifies that, in an unlawful detainer action by the landlord, a rebuttable presumption is created that the landlord is unlawfully retaliating against the tenant or mobilehome owner when: the rental property sustained damage from the disaster; the landlord failed to repair or remediate within a reasonable time; and the notice to terminate the tenancy was served before the remediation occurred or within 180 days after the remediation. These provisions allow a tenant to enforce their rights to have damage from a disaster cleaned up by their landlord and protects the tenant from retaliation for asserting their right to have the damage fixed.

SB 610 essentially replicates these same provisions for mobilehome parks as well. However, the application of these provisions to the mobilehome park context raises many questions, as an individual homeowner in a mobilehome park is ultimately responsible for and subject to the requirements in the MPA and accompanying health and safety regulations for maintaining their own home in a code-compliant and safe and sanitary state. The bill does not differentiate between mobilehomes owned and occupied by a homeowner, park rentals that are owned by park management and leased out like a traditional rental unit, or mobilehomes offered for subletting by an individual homeowner in a park. Instead the provisions refer to "a mobilehome park or mobilehome space," "the property," and "the premises" without clear specification as to what areas of the park and what structures the author intends for management to be responsible for remediating that they lack under current law. Existing provisions within the MPA, Title 25, and the MRL already require management to comply with various health and safety rules for maintaining the park, as well as homeowners for their individual mobilehomes, and it is not clear that these provisions are inadequate to cover disaster situations. For example, the MRL already requires all park rental agreements to include a provision specifying the following:

> …(1) it is the responsibility of management to provide and maintain physical improvements in the common facilities in good working order and condition and (2) with

> respect to a sudden or unforeseeable breakdown or deterioration of these improvements, the management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. For purposes of this subdivision, a reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed 30 days in any other case except where exigent circumstances justify a delay. (CIV 798.15(d))

Inclusion of references to tenantability laws and to other Civil Code provisions governing tenants' ability to "repair and deduct" in the bill are not appropriate for mobilehomes, given park management's responsibility is to maintain common areas, infrastructure, and facilities as well as certain utility hookups on individual lots (or the lot itself), which homeowners should not be attempting to fix themselves. In a disaster situation, some repairs may be dangerous to undertake and may not be safe or legal for a homeowner to try to repair on their own, or may require special permits or other approvals. Individual homeowners may also have a different perspective than park management about the priority of immediately repairing or remediating common facilities like a pool or clubhouse or other "aesthetic elements" in a park, when in the eyes of local officials or park management, other critical infrastructure components should likely be repaired first. The committee may wish to consider whether these provisions are appropriate or whether they introduce ambiguity and confusion into these existing responsibilities rather than strengthening them.

Extending Eviction Notices During an Emergency: Recognizing that evictions have significant consequences for tenants and may be more difficult to defend against during a state of emergency, SB 610 also alters various timelines for the eviction process when there is a state of emergency. It specifies that, in any county in which a state of emergency has been declared by the President of the United States or the Governor, certain eviction notice timelines must be extended. Specifically, the bill extends from three to fifteen days the timeline for a notice that a landlord must first provide a tenant requesting they pay their rent, comply with the terms of their lease, or mitigate waste or nuisance, or vacate the premises. Under current law, this notice must be given to a tenant, with three days provided to correct the violation or pay late rent, before the landlord may initiate an eviction proceeding. A similar extension of this timeline to fifteen days was implemented during the COVID-19 pandemic. This extension to fifteen days would also be applied to mobilehomes. SB 610 would also extend various timelines related to responding to an unlawful detainer claim, staying the enforcement of an unlawful detainer judgment, and for an unlawful detainer summons and notices of termination of tenancy. Any deadline that is running at the time that a state of emergency is declared would be tolled for 15 days. These extensions would give tenants and mobilehome park residents more time to respond to an unlawful detainer, correct any issues of nonpayment before being evicted, and better prepare for their lease to be terminated, when in the midst of a disaster.

This bill would trigger these extensions automatically upon the declaration of a state of emergency by the President or the Governor; however, as currently written the emergency may not actually impact housing. For example, when the deadly Los Angeles fires happened in January 2025, there was already a statewide emergency declaration in place for the bird flu outbreak covering every county. That bird flu emergency declaration would have triggered the proposed extensions in this bill in every county, as currently drafted. The committee may wish to

consider narrowing these extensions to emergencies where housing is damaged, destroyed, or otherwise rendered uninhabitable so that there is a clear nexus to housing impacts.

Mortgage Assistance: SB 610 requires the Commissioner of DFPI to coordinate with mortgage lenders and servicers for facilitating various relief efforts when a state of emergency has been declared due to a wildfire. This coordination must facilitate and monitor the implementation and promotion of mortgage forbearance, foreclosure prevention, and loss mitigation programs available to borrowers affect by the wildfire. When many homeowners lose their homes to wildfires, they seek mortgage forbearance from the servicer of their mortgage since they must find new housing in the interim and pay to rebuild their home.

Closure, Cessation, or Change of Use for Destroyed Parks: When a mobilehome park is closed or proposed to be converted to a different use, current law requires the person proposing the change in use to file a report on the impact of the conversion or closure, which must include a replacement and relocation plan to mitigate the impact of the conversion or closure on the ability of displaced residents to find adequate housing in a mobilehome park. The law requires the entity proposing the change or closure to provide a copy of the report to the resident of each mobilehome affected. It also requires the local legislative body or advisory agency to review the report before any change of use or closure can take place and make findings related to whether the conversion or closure will result in or materially contribute to a shortage of housing opportunities and choices for low- and moderate-income households within the jurisdiction. In addition, if a displaced resident is unable to obtain adequate housing in another mobilehome park, the law requires the person or entity proposing the change of use to pay the in-place market value of their mobilehome to the resident, and lays out rules governing the appraisal process for determining the market value.

If the conversion or closure is related to damage or destruction by a disaster, SB 610 requires the impact report to also include an assessment by HCD on the feasibility of reopening the park. This bill further applies the existing requirements described above to situations where the proposed closure, cessation, or change of use is related to damage or destruction by a disaster. It is not clear how the obligation for management to pay the in-place market value of a mobilehome in a closing park that has been damaged or destroyed in a disaster would function in practice, as the in-place market value of a destroyed mobilehome would seem to be zero, and homeowners with insurance would likely be receiving a payout in the event of a total or partial loss. For those without insurance, this provision seems to try to position the parkowner as the "insurer of last resort," in essence. For these reasons, the committee may wish to consider clarifying that the requirement to pay the in-place market value of a mobilehome does not apply in situations where the closure or change of use is a result of a disaster.

Arguments in Support: According to a coalition of supporters including the California Rural Legal Assistance Foundation, Altadena Tenants Union, and Western Center on Law and Poverty, "The Los Angeles wildfires exposed ambiguities and gaps in the law governing post-disaster remediation that have hindered residential stability and recovery. Tenants whose homes were damaged but not lost have been issued rent increases and told to clean up toxic debris and damage themselves. Sometimes, when questioned, landlords have responded by attempting to terminate the tenancy regardless of lease terms. Soil is not being tested for contaminants, forcing tenants to make decisions about their health without critical information. There is a clear need for uniform, consistent rules to ensure that units are brought back to habitable conditions as quickly as possible and that tenants are not displaced for attempting to assert their rights.

SB 610 will address this by establishing a presumption that if a unit contains debris from a disaster, like ash or sludge, the unit is uninhabitable until a public health official determines otherwise. The bill also clarifies that a landlord must repair and remediate damage and debris from disasters within a reasonable time and give tenants detailed information about the repairs and remediation. These changes will ensure tenants are not forced to return to unsafe units and enable them to make informed choices about whether their homes are sufficiently free of disaster-related toxins before choosing to return. In addition, the bill ensures that tenants can return home post-remediation at their prior rental rate. If a landlord fails to repair and remediate a disaster-damaged unit, tenants will be able to reduce their rent or end their tenancy. […]

SB 610 clarifies that if a mobilehome park owner decides to close or convert a mobilehome park after a disaster, the owner must abide by the existing state closure law, which requires a public process and approval by the local government, analysis of the impact of the closure, and mitigation of the impacts of the closure on residents' ability to find adequate housing in another mobilehome park. The bill also caps rent increases in mobilehome parks in counties impacted by a disaster equal to the increase in the Consumer Price Index plus 3%, or a total of 5%, whichever is lower, for 12 months following a disaster declaration. In addition, if a mobilehome park is destroyed by a disaster, the bill requires a park owner who owns multiple parks to allow displaced residents to occupy vacant spaces in another park with substantially the same terms as the mobilehome owner's predisaster rental agreement. If a damaged or destroyed mobilehome park is rebuilt, the bill strengthens the ability of displaced residents to return by capping the amount their space rent may be increased by no more than 10% over the prior rental rate."

Arguments in Opposition: According to the California Apartment Association, "SB 610 does not account for situations where property owners lack sufficient insurance or access to financing to cover the costs of extensive repairs or rebuilding. Many owners—particularly in high-cost areas like Los Angeles—are underinsured and will be financially unable to comply with mandatory reconstruction or interior repair obligations. The bill should provide flexibility in these cases. … The bill creates a rebuttable presumption of landlord retaliation following a disaster, even when tenants refuse to vacate unsafe units. This provision unfairly shifts the burden to landlords, even in situations where tenants are impeding necessary repairs or putting themselves at risk by remaining in uninhabitable conditions. … Expanding notice periods and delaying unlawful detainer proceedings—especially when tenants refuse to evacuate unsafe housing—will severely hinder public safety and property recovery efforts. For unaffected properties, existing timelines should remain unchanged to avoid delays in addressing nonpayment or other lease violations."

According to the Western Manufactured Housing Communities Association and the California Association of Realtors, "Separate and apart from the physical taking allowed under SB 610, there are also two (2) unconstitutional rent control provisions. The proposed legislation enacts Civil Code 798.30.7 to limit space rent increases to 3% - 5% during a declared state of emergency. It also amends Civil Code 798.62 to limit rent increases to 10% when displaced residents return to a rebuilt park following a disaster. However, both limitations on rent increases are unconstitutional because they provide no mechanism by which the park owner may seek a rent increase to secure a fair return on its investment. SB 610 completely ignores the reality of increased costs to rebuild a park, or any structure, and the laws California has implemented over the past decades that have increased the costs to rebuild – higher labor costs, lack of wildfire mitigation, and new standards for utility systems to name a few. … The current law that was established after the Woolsey fire recognizes that the costs associated with the reconstruction must be considered when reopening the park to encourage rather than discourage the rebuilding.

SB 610 completely ignores that reality and is simply intended to have a park rebuilt at a loss, which only discourages reconstruction. Worse, SB 610 would also hasten existing mobile home parks in fire prone areas to exit the market and pursue changes of use to avoid future potential losses resulting from a natural disaster."

Committee Amendments: The committee may wish to consider the following amendments:

1) Delete Section 1, Section 2, and Section 3 from the bill;

2) Relocate the bill's new definition of "disaster" to other sections and remove references to local state of emergency declarations in the definition;

3) Limit the extension of eviction notice periods and deadlines upon the declaration of a state of emergency by the President or Governor in Section 7 of the bill to emergencies where housing is damaged, destroyed, or otherwise rendered uninhabitable by the event that resulted in a state of emergency declaration in that county;

4) Limit the automatic tolling of any pending eviction notice periods or deadlines in Section 7 to the declaration of a state of emergency if housing is damaged, destroyed, or otherwise rendered uninhabitable by the event that resulted in a state of emergency declaration in that county, and remove reference to local states of emergency; and

5) In Section 9, specify that park management is not required to pay displaced residents the in-place market value of their mobilehomes if a proposed park closure, cessation, or change of use is related to damage or destruction by a disaster.

Related Legislation:

SB 749 (Allen) of the current legislative session would enact new notice and purchase offer requirements that mobilehome park management must comply with when a park is closing, ceasing operations, or converting to another use. This bill is currently pending in this committee.

AB 978 (Quirk-Silva), Chapter 125, Statutes of 2021: Limited mobilehome parks located in and governed by more than one incorporated city from increasing the space rent that mobilehome owners must pay by more than three percent plus inflation up to a maximum cap of five percent annually.

SB 274 (Dodd), Chapter 504, Statutes of 2019: Required management of a mobilehome park to offer a previous mobilehome owner of the park a right of first refusal to a renewed tenancy in the park at similar rental terms as the previous tenancy when the park is destroyed due to fire or other natural disaster and management elects to rebuild the park.

Double Referred: This bill was also referred to the Assembly Committee on Judiciary where it will be heard should it pass out of this committee.

REGISTERED SUPPORT / OPPOSITION:

Support

Altadena Tenants Union
California Housing Partnership

California Rural Legal Assistance Foundation
CFT- a Union of Educators & Classified Professionals, Aft, AFL-CIO
Disability Rights California
Glendale Tenants Union
Golden State Manufactured-home Owners League, INC
Housing and Economic Rights Advocates
Inclusive Action for the City
Inner City Struggle
L.A. Voice
LA Forward
Legal Aid of Marin
Pasadena Tenant Union
Physicians for Social Responsibility - Los Angeles
Public Counsel
South Pasadena Tenants Union
Southeast Asian Community Alliance
Strategic Actions for a Just Economy
Western Center on Law & Poverty

Opposition

California Apartment Association
California Association of Realtors
California Mobilehome Parkowners Alliance
Western Manufactured Housing Communities Association

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