#### Maricela Hernandez

From: terry dowdall <terrydowdallesq@gmail.com>

**Sent:** Tuesday, April 27, 2021 1:17 PM

**To:** aweintraub@cityofcalabasas.org; James Bozajian - External; Mary Sue Maurer -

External; Peter Kraut; Alicia Weintraub; Michael Klein; dshapiro@cityofcalabasas.org;

Scott Howard; Maricela Hernandez

**Cc:** Mike Murchison; Terry R. Dowdall, Esq.

**Subject:** PROPOSED "MEMORANDUM OF UNDERSTANDING" RE: CALABASAS LEASING

[AGENDIZED FOR MEETING APRIL 28, 2021]

**Attachments:** CV\_City Council\_LTR\_\_MMXXI\_4-28\_V\_10.pdf

Dear Honorable Mayor, Mayor Pro Tem and City Council Members:

On behalf of the owners of Calabasas Village, I write to respond to the letter from the "Calabasas Village Homeowners Association" dated April 1, 2021, and in support of the proposed "Memorandum of Understanding" ("MOU") which expresses a public policy in favor of long-term leasing in Calabasas Village to which 90% of residents have agreed.

Letter is attached.

On behalf of the owners, Calabasas Village further offers any and all information and assistance you may request. Please feel free to contact these offices should you have any questions or comments.

Very Truly Yours,

Terry R. Dowdall, Esq.
Dowdall Law Offices, A.P.C.
284 N. Glassell St., 1st Fl.
City of Orange, CA 92866
terrydowdallesq@gmail.com
trd@dowdalllaw.com
(This office does not receive service of any notice by email in the absence of written agreement)
714.532.2222

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
284 NORTH GLASSELL STREET
FIRST FLOOR
ORANGE, CALIFORNIA 92866-1409
WWW.DOWDALLLAW.COM

Area Code 714
TELEPHONE 532.2222
FACSIMILE 532.3238

IN REPLY REFER TO:

2518

jdb@dowdalllaw.com

ROBIN G. EIFLER

rge@dowdalllaw.com

MAURFEN A HATCHELL LEVINE

mahl@dowdalllaw.com

TERRY R. DOWDALL

trd@dowdalllaw.com JAN D. BRESLAUER

LANDON J. DIAL

Provisionally Licensed

ljd@dowdalllaw.com

April 27, 2021

Via Electronic Mail dshapiro@cityofcalabasas.org, aweintraub@cityofcalabasas.org, jrbozajian@earthlink.net, maureredge@gmail.com, pkraut@cityofcalabasas.com, aweintraub@cityofcalabasas.com, mklein@cityofcalabasas.com, showard@chwlaw.us.mhernandez@cityofcalabasas.com

City of Calabasas

Hon. Mayor James R. Bozajian

Hon. Mayor pro Tem Mary Sue Maurer

Hon. Councilmember Peter Kraut

Hon. Councilmember David J. Shapiro

Hon. Councilmember Alicia Weintraub

100 Civic Center Way

Calabasas, California 91302

## RE: PROPOSED "MEMORANDUM OF UNDERSTANDING" RE: CALABASAS LEASING [AGENDIZED FOR MEETING APRIL 28, 2021]

Dear Honorable Mayor, Mayor Pro Tem and City Council Members:

On behalf of the owners of Calabasas Village, I write to respond to the letter from the "Calabasas Village Homeowners Association" dated April 1, 2021, and in support of the proposed "Memorandum of Understanding" ("MOU") which expresses a public policy in favor of long-term leasing in Calabasas Village to which 90% of residents have agreed.

<u>Residents Memorandum</u>: on April 1, 2021, the "Calabasas Village Homeowners Association" provided the Council with a memorandum raising various questions. We wish to address the main points:

- 1. The Park Owner Waives All Reimbursements for Capital Improvements:
  - The park owner of Calabasas Village will <u>waive all charges for capital improvements during the term of the MOU</u>. This policy will prevail over any contradictory language in the long-term lease.
  - <u>Waiving capital improvements is very valuable to residents</u>. Capital improvements constitute ongoing investments for the replacement, renovation, and maintenance of

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City of Calabasas April 27, 2021 Page 2

the infrastructure of the park together with common facilities and services that are now provided.<sup>1</sup>

- Indeed, there is not a single rent control ordinance in the state of California today that prevents a park owner from seeking reimbursement of capital improvements.
- The park owners have never asked for reimbursement of a capital improvement, despite spending \$5 million. That benefit would not exist without a long-term lease commitment. The agreement to waive reimbursement of all capital improvements constitutes a valuable right that cannot be taken away by rent control.
- 2. What Would The City Of Calabasas Be Getting That Is Of Significant Value In Return For The Proposed MOU?
  - Happy residents. The goodwill and excellent lifestyle of the only mobilehome park in the city of Calabasas is an assurance that money cannot buy. Leasing means financial confidence to make continuing improvement. This assures a high and stable quality of life for residents.
  - "Significant value": The absence of all possible disputes, administrative hearings and litigation regarding:
    - the determination of initial base rents,
    - rates of return.
    - capital improvement reimbursements (\$5 million spent over time)
    - utility increases,
    - rents on turnover of new tenancies,
    - closure and cessation of use per the MRL,<sup>2</sup>
    - taxpayer funding of rent control administration.
  - "Significant value": The owner's financial commitments:
    - continuing assurance of participation in the city rent subsidy program, now approaching \$500,000 of proceeds from Calabasas Village,
    - voluntary contributions to city landscaping projects adjacent to the park,

<sup>&</sup>lt;sup>1</sup> Capital improvements are constitutionally guaranteed, in accordance with case law interpreting the United States Constitution. In the city of Los Angeles, for example, litigation against the Park La Brea apartment community established that 100% of capital improvements must be reimbursed and the city continues to allow capital expense.

<sup>&</sup>lt;sup>2</sup>Mobilehome Residency Law (California Civil Code §§798, et seq., §790.56). Typical reasons are economic compulsion, catastrophic change in circumstances, uninsured events, prolonged interruption.

A PROFESSIONAL CORPORATION ATTORNEYS AT LAW

City of Calabasas April 27, 2021 Page 3

- other city improvements provided by the park owners,
- the continuing ability to provide investments for the betterment of Calabasas.
- 3. (1.3) Would the 2020 leases be modified to remove section 3 with regard to capital pass-throughs?
  - Amended, modified, or addenda: No capital improvements during MOU.
  - (2.) <u>Do lease waivers (such as capital improvements) supersede the signed leases, or just create confusion?</u>
  - No capital improvement reimbursements during MOU.
- 4. (3.) Would A Transfer Of Ownership Or Sale Of The Park Nullify The MOU?
  - No. Lease would continue to be binding on new owners.
- 5. (4.) Would the MOU become null and void if the park owners cancel or opt out of the current lease at any time? (They have an opt-out option at years 9 (2029) and 14 (2034))
  - No. Absent unforeseeable circumstances at present, the owners would not cancel or opt out. The MOU would not be rescinded until such time as the Council took action to reverse approval of the MOU.
- 6. (5.) How long would the proposed MOU be in force?
  - At the pleasure of the City.
- 7. (6.) <u>Can the park owners legally bypass a state law by signing an MOU agreement with the local jurisdiction?</u>
  - No.
- 8. (7.) Is the MOU a binding contract if signed?
  - No.

 $<sup>^3</sup>$  Each of the numbered subparagraphs (1.)-(7.) in parentheses refers to the resident HOA letter from the HOA president, Derol Caraco, dated April 1, 2021.

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City of Calabasas April 27, 2021 Page 4

"Why would the City bind its hands in regard to any future decisions involving Calabasas Village?" The MOU is not legally binding. The MOU stays in effect at the pleasure of the Council. The City does not "tie its hands" by officially recognizing the MOU. The MOU publishes the intent to recognize the fairness and wisdom of collaboration. Working for a "win-win" through stable and secure long-term agreement. But always and only at the pleasure of the City Council.

There appears to be a most fundamental misunderstanding regarding California law. The City <u>cannot</u> agree to bind or limit exercise of its police powers. Cal. Const., Art. XI, §7. The Council cannot "tie the hands" of a future council. The MOU does <u>not</u> bind the City or a future Council.

But What *IS* Binding? The Protection of the Lease: The MOU is not enforceable as a contract. The Long Term Lease is. The lease defines and restricts the powers of the owner.

Leasing is a voluntary rent regulation at no taxpayer cost, no administrative expense, and no legal entanglements. Leasing is the successful product of the MOU philosophy. The MOU promotes collaboration now and in the future.

90% of the tenants have agreed to the terms of a carefully negotiated well-balanced long-term lease agreement. Adopting a proven and successful process for collaboration –the MOU--is good public policy.

On behalf of the owners, Calabasas Village further offers any and all information and assistance you may request. Please feel free to contact these offices should you have any questions or comments.

Very Truly Yours,

/s/

For DOWDALL LAW OFFICES, A.P.C.

I:\CV\_City Council\_LTR\_\_MMXXI\_4-28\_V\_10.wpd

cc: Client

Michael Klein - mklein@cityofcalabasas.com (Senior Planner)

Scott Howard - <a href="mailto:showard@chwlaw.us">showard@chwlaw.us</a> (City attorney)

Maricela Hernandez - mhernandez@cityofcalabasas.com (City Clerk)

Michael Murchison - mike@murchisonconsulting.net

### Christine Svensson

23777 Mulholland Highway - # 86 Calabasas, CA 91302

Tel.: 818-922-5615 \* Email: tcsvensson@yahoo.com

## Fax

To:	To the office of Mayor Bozajian	From:	Christine Svensson
Fax:	818-225-7324	Pages:	8 pages including cover sheet
Phone:	818-225-7308	Date:	April 22, 2021
Re:	7 page signed Rent Control Petition from	CC:	
	Calabasas Village Mobilehome Park		
	homeowners		

Dear Mayor Bozajian and City of Calabasas council members,

As an update to my prior submission of the unsigned petition of 4 pages for rent control; please note the complete attached 7 page petition for rent control with signatures from a majority of the Calabasas Village Mobile Home Park homeowners in support of the petition for rent control.

Please further note that the claims made within the petition for rent control are supported by verified facts and documentation in support of the stated claims.

Thank you for your consideration in regards to the importance of rent control and the other issues that are raised within the attached petition.

Sincerely,

Christine Svensson

# FOR RENT CONTROL & RENT REDUCTION

SUBMITTED MARCH 7, 2021

To: Mayor James R. Bozajian & City of Calabasas council members,

Pursuant to the zoom video conference meeting held on March 9 2021 around 4 PM on the subject of the Calabasas Village Mobilehome Park (CVMP) property owner's (Property Owner) Memorandum of Understanding (MOU) previously submitted to the City of Calabasas for review, approval and signatures.

During the zoom video conference meeting, as tenants in the CVMP we were shocked to hear that the Property Owner's submittal of the MOU and request for approval was based on:

A. The Property Owner's representation to the City of Calabasas that:

- All the homeowner tenants in the Calabasas Village Mobilehome Park agreed with and supported the Property Owner's MOU submitted to the City of Calabasas, and
- ii. That all the homeowner tenants had signed the new lease.

For the record: The Property Owner's representations were blatantly false and intentionally fraudulent misrepresentations based on the fact that:

- B. As homeowners tenants in the CVMP, it should be noted that we were never presented with the Property Owner's MOU from the Property Owner for our review and comment, prior to the Property Owner submitting the MOU to the City of Calabasas!!!
- C. We as homeowners tenants in the CVMP, only became aware of the Property Owner submitting the MOU when the City of Calabasas notified the Calabasas Village Homeowners Association of the Property Owner's MOU submission to the City of Calabasas!!!
- D. The Property Owner's claim to the City of Calabasas that the lease was agreed to and signed by all tenants was false; it should be noted that a proportional number of homeowners tenants in the CVMP were forced to sign the lease under protest or requested changes that where never made by the CVMP property owner!

#### In Support of the Petition for Rent Control & Rent Reduction

As homeowners within the CVMP, we are requesting and petitioning the City of Calabasas enact a rent control ordinance based on the following:

- E. Designate the Calabasas Village Mobilehome Park property as low-income housing for the City of Calabasas required housing element rolls;
- F. Enact a Rent Control Ordinance incorporating the following rules and regulations:
  - i. The Rent Control Ordinance shall require 9 rent control board members, which shall be the combination of:
    - a) 3 board members appointed from the City of Calabasas, consisting of two currently serving council members and the head of the City of Calabasas housing department;
    - b) 3 board members elected from the existing homeowners/tenants at CVMP, with elected officers of the HOA excluded from seats on the board, and;
    - c) 3 board members appointed by the property owner of CVMP;
  - ii. The Rent Control Ordinance shall require the roll back and reduction of all space base rents to the following monthly rental rates:
    - a) The base space rental rates shall be reduced to \$900 per month for all the streets adjacent to and running parallel with Mulholland Hwy. to and including the streets adjacent to and running parallel to the lower side of the CVMP clubhouse;
    - b) The base space rental rates shall be reduced to \$1,000 per month for all the streets adjacent to and running parallel with the lower side of the CVMP to and including the first streets adjacent to the upper side of the CVMP clubhouse;
    - c) The base space rental rates shall be reduced to \$1,200 per month for the final street from the 4-way stop sign at the upper side of the CVMP clubhouse;
    - d) With all other pass-through prorated charges per space restricted to only the actual cost of utilities and park security;
    - e) Any and all cost for repairs or maintenance of the CVMP infrastructure shall be the sole responsibility of the CVMP property owner and without charge to the homeowners/tenants;
    - f) With the above reduced monthly rental rates and terms to start on the date the Rent Control Ordinance is enacted by the City of Calabasas with a duration of ten (10) years at such reduced rates;

- G. The Rent Control Ordinance is supported by the following facts, wherein the homeowners within the CVMP are providing you with a general summary of the economic and personal losses the homeowner's have endured (and continue to endure), such as, but not limited to:
- 1) \$40 million (or more) of homeowners' financial loss and emotional duress caused and perpetuated by the CVMP Property Owner's;
  - a) Abusive Lease Terms & Excessive Monthly Rental Rates,
  - b) Financial Elder Abuse,
  - c) Unfair Business Practices,
  - d) Breach of Contract,
  - e) Negligence,
  - f) Negligent Infliction of Emotional Distress, and
  - g) Failure to Maintain the Mobilehome Park,
- 2) The above claims are supported by the CVMP Property Owner's actions causing the depletion of each mobile home value and equity therein, personal loss and mental duress incurred from the inability to pay the rent and, or sell the mobile home at a reasonable value due to:
  - a) CVMP Property Owner's misrepresentations & illegal (in violation of state law) land space lease terms, which are abusive and financially destructive space lease rates, terms and conditions perpetuated on the existing senior citizen homeowners, handicapped homeowners, low income & other homeowners within the park;
  - b) Park's lease terms cause cancellation of home sales and deter potential home buyers of mobile homes for sale in the park. With space lease terms incorporating excessive pass through charges based on retail commercial NNN type lease format, with rent excessive and much higher as compared to other mobilehome facility space rents;
  - c) Land space lease agreement terms and conditions are unreasonable & abusive, creating extreme hardship for senior citizen homeowners, handicapped homeowners, low income and other homeowners within CVMP;
  - d) CVMP Property Owner's neglect and refusal to repair safety hazards such as:

- Park Owner delays and refuses to repair hillsides sliding on multiple properties, therein creating safety issues & major ongoing structural damage to homes causing major reductions in home values upon sale;
- II. Broken and missing street lighting throughout the park.
- III. Broken security camera's not working within the park.
- IV. Broken driveways creating safety issues at numerous homes.
- V. Poorly maintained landscaping (fire hazard) throughout the park.
- VI. Park's old sewer system continues to break, with sewage running on streets & under mobile homes causing potential health issues.
- VII. Rat & rodent infestation and feces throughout park
- VIII. Park's old water main system continues to break, with leaking pipes & water running under mobile homes causing potential health & mold issues.
  - IX. Fire code violation substandard water hydrant location spacing.

Respectfully submitted by the homeowners within the CVMP, wherein we are hereby requesting and petitioning the City of Calabasas enact a rent control ordinance based on the above supporting facts and such other further testimony as stated.

## SIGNATURES IN SUPPORT OF THE

## CALABASS VILLAGE HOMEOWNERS PETITION FOR

RENT CONTROL & RENT REDUCTION					
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#### SIGNATURES IN SUPPORT OF THE

#### CALABASS VILLAGE HOMEOWNERS PETITION FOR RENT CONTROL & RENT REDUCTION

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#### SIGNATURES IN SUPPORT OF THE

## CALABASS VILLAGE HOMEOWNERS PETITION FOR RENT CONTROL & RENT REDUCTION

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#### TRANSMISSION VERIFICATION REPORT

TIME NAME

TIME : 04/22/2021 16:01

NAME FAX

FAX : SER.# : U63536H4F317380

DATE,TIME FAX NO./NAME DURATION PAGE(S) RESULT MODE 04/22 15:58 18182257324 00:02:33 08 OK STANDARD

## Christine Svensson

23777 Mulholland Highway - # 86 Calabasas, CA 91302

Tel.: 818-922-5615 \* Email: tcsvensson@yahoo.com

## Fanx

To:	To the office of Mayor Bozajian	From:	Christine Svensson
Fax:	818-225-7324	Pages:	8 pages including cover sheet
Phone:	818-225-7308	Date:	April 22, 2021
Re:	7 page signed Rent Control Petition from Calabasas Village Mobilehome Park	CC:	
	homeowners		

Dear Mayor Bozajian and City of Calabasas council members,

As an update to my prior submission of the unsigned petition of 4 pages for rent control; please note the complete attached 7 page petition for rent control with signatures from a majority of the Calabasas Village Mobile Home Park homeowners in support of the petition for rent control.

Please further note that the claims made within the petition for rent control are supported by verified facts and documentation in support of the stated claims.

Thank you for your consideration in regards to the importance of rent control and the other issues that are raised within the attached petition.

#### Maricela Hernandez

From: Christine Svensson <tcsvensson@yahoo.com>

**Sent:** Tuesday, July 20, 2021 11:31 AM

**To:** James Bozajian - External; Maricela Hernandez; Peter Kraut; Peter Kraut; David Shapiro;

David Shapiro; Alicia Weintraub; Alicia Weintraub; Mary Sue Maurer - External; Mary

Sue Maurer - External; Kindon Meik; Michael McConville; Annie Krdilyan

**Cc:** tcsvensson@yahoo.com

**Subject:** Additional signatures for the Calabasas Village Petition

**Attachments:** Additional Signatures for the petition.pdf

Hello Major Bozajian and City Council Members.

Pursuant to the Calabasas Village petition for rent control that I submitted to the city council on April 23, 2021; Please find attached and incorporated with the petition the updated page 8 with the additional signatures starting with line 121 through 135 and line 137, as additional supporter of the rent control petition. I will continue, when time permits, to obtain additional signatures to the petition and forward them to the city council at the appropriate time.

Please confirm the receipt of attached document.

Sincerely,

Christine Svensson 23777 Mulholland Hwy Space 86 Calabasas CA 91302 818.922.5615 IMG\_8420.jpg

