

**Michael Klein**

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**From:** Tony Reid <antonyreid@att.net>  
**Sent:** Thursday, September 2, 2021 4:37 PM  
**To:** Michael Klein  
**Subject:** Re: Proposed MOU for Calabasas Village//Alternate Input  
**Attachments:** Calabasas City Memo Rent Control.pdf

Michael,

As per your email below, I am writing to express my concerns regarding the proposed MOU between the City of Calabasas and the owners of Calabasas Village.

First, as the City's own planning memo (dated 10/5/2020) correctly notes, rent stabilization is an important consideration for the City. Moreover, as Calabasas has very little affordable housing, this is more important here at Calabasas Village, than in any other location in the City. The passage of AB 1482 (Tenant Protection Act of 2019), specifically provided for mobile home parks within the Act if a local rent stabilization ordinance (RSO) is enacted. Not only is an RSO desperately needed in the City of Calabasas, our mobile home park is one of the only low-to-mid income options within the City. Any effort to exempt the park from an RSO would nullify the benefits to the largest group of potential beneficiaries.

Second, the proposed MOU was devised by park owners *only after* they discovered a version of their long-term lease was invalid. Park owners acted in bad faith in handling the leases immediately after the passage of AB 1482, with an effective date of 1/1/2020. In February of 2020, a lease was prepared by the park owners and distributed to residents. After negotiation of terms, copies were executed by residents and returned to management. *After* discovering that the leases contained an invalid rent control provision, management simply destroyed all copies---in violation of the MHRA that requires executed copies returned within 30 days. Following this, park owners then turned to creating an MOU to exempt the park from any Calabasas RSOs.

Third, at no point and in no manner, has the proposed MOU been available to input of residents, nor has it been the subject of good faith negotiation or *any* participation. Despite assurances from park owners of a process they describe as "mutual benefit," "continuing accord," and the result of "fair bargaining" — this MOU process has been the complete opposite. There has been no participation at large, and negotiations have apparently involved only a select handful of residents. In the MOU document, owners implore the City either to reject an RSO; or, to exempt Calabasas Village from such an ordinance. This is improperly described as "superfluous governmental regulation" and a "burden on Calabasas taxpayers."

Fourth, a long-term lease is already in effect, or at least offered to and accepted by the majority of residents. Park owners could just voluntarily extend any and all of the reasonable promises in the MOU to residents: to control the cost of capital improvements, pass-through expenses, and other costs beyond "rent." There have been no efforts—absolutely zero—to allow resident input on these topics previously, and the portrayal of the relationship as "an open door policy" is a complete fabrication.

A Rent Stabilization Ordinance *is* desperately needed in Calabasas, and this is clearly documented in the city's own planning document. The proposed exemption of Calabasas Village would improperly exempt one of the largest segments of potential beneficiaries, and would deny all our residents of a duly enacted, powerful, and necessary act of consumer protection. *Why?* Moreover, the park owners have done nothing in good faith since discovering that rent control would apply to the park after the passage of AB 1482. They have illegally

destroyed leases, they have failed to involve residents in meaningful dialogue, and have continually misrepresented the MOU to residents, and to the City.

For these reasons, I implore the City to reject the proposed MOU. It is an absolute violation of state law. It is unrepresentative, made without due process, and it would deny lawful consumer protections to the largest group of potential beneficiaries of a local RSO in Calabasas. I am writing on my own interests, and for my fellow family members who own two other units that occupy leased spaces in the park.

Kind regards,  
Tony Reid

On Aug 31, 2021, at 12:50 PM, Michael Klein <[mklein@cityofcalabasas.com](mailto:mklein@cityofcalabasas.com)> wrote:

Hi Tony,  
The meeting tonight is not being facilitated by the City. You are welcome to provide me written comments by email or in the mail, and I will include them in the record should the MOU move forward to the City Council for consideration.

Sincerely,

Michael Klein, AICP  
Senior Planner  
City of Calabasas, CA  
Tel: (818) 224-1710  
[mklein@cityofcalabasas.com](mailto:mklein@cityofcalabasas.com)

-----Original Message-----

From: Tony Reid <[antonyreid@att.net](mailto:antonyreid@att.net)>  
Sent: Tuesday, August 31, 2021 10:52 AM  
To: Michael Klein <[mklein@cityofcalabasas.com](mailto:mklein@cityofcalabasas.com)>  
Subject: Proposed MOU for Calabasas Village//Alternate Input

Michael,

I am unable to attend the Zoom Meeting this evening due to a last minute obligation. Two quick questions:

- May I provide my comments in writing, and
- What would be the deadline for doing so?

Kind regards,  
Tony Reid  
(323)412-0424

## Michael Klein

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**From:** Tony Reid <antonyreid@att.net>  
**Sent:** Tuesday, October 19, 2021 1:47 PM  
**To:** Michael Klein  
**Subject:** Re: Proposed MOU for Calabasas Village//Alternate Input

Michael,

Can you please incorporate the following information to my prior message?:

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Shortly after sending my initial message to the City Planner, I reached out to Derol Caraco, President of the Calabasas Village Homeowners Association (CVHOA). I sent the same message and received this reply:

One more note: section 3 below is incorrect. The lease committee spent countless hours with owners and city council members. I have tried to always share information and be open to input from all residents. Sections 4 and 5 state no dialogue with residents which is incorrect. As I said before. We have had many hours of dialogue and negotiation with ownership. We have spent thousands of dollars on outside legal views. **The CVHOA is the legal representative of the residents.** We have tried to incorporate a diverse board, including attorneys and a CPA and a wide assortment of age groups. **[emphasis added]**

I want to make this explicitly clear to the City: At no time and in no manner are the CVHOA the legal representatives of the residents.

- 1) The CVHOA is a voluntary membership organization, formed April 5, 1998, as a non-profit corporation to serve as a "Purchase The Park Committee" entity to own the park, if it were to be purchased by the residents.
- 2) As a voluntary membership organization, the CVHOA generally organizes social events for the park. At times, the CVHOA have served as the representative of its members, however, this is the full extent of their authority. For example, while the CVHOA negotiated a form of lease for its members, I directly negotiated my own lease changes with management.
- 3) Those who want to become members may do so, and those members may have the non-profit represent them. While membership levels vary from time to time, this has dropped to below 50% in recent years.
- 4) There is no other legal basis for the CVHOA to assert this position as the legal representatives: this is not contained in the Mobile Home Residency Law, the bylaws of the Park, nor in the residency leases.

The main reasons why this is so important:

1) The MOU will directly affect each and every lease within the Park; and, this MOU will deprive residents of a statutory right granted under AB 1482 (Tenant Protection Act of 2019). This MOU will affect all residents, both CVHOA members and non-members equally. While the CVHOA might well have authority to negotiate for their members, they have no such authority for non-members.

2) For the reasons I have described in my original letter, non-members have had no opportunity to provide input on the MOU. Each and every new draft is being directly ONLY to the CVHOA for input, and there appears to be a new version sent last week.

3) I have personally sent two letters to the City in advance of the MOU negotiation wherein I asked for legal notice of the any meetings, and the opportunity to participate.

What is now clear is that the CVHOA's improper assertion that they are the "legal representative" was something that the City relied on during this process. I am again requesting that the City review the authority of the CVHOA and to engage with all residents directly on this issue, which may be waived and deferred by CVHOA members at their discretion. While the City and the CVHOA may have been involved in these negotiations, as Derol describes as "countless hours" — this has all been done without input of non-members.

When the MOU was first being considered, I reached out to Bruce Stanton, one of the principal authors of AB 2782. Mr. Stanton is legal counsel for the Golden State Manufactured-Home Owners League. He confirmed my opinion and had this to say about the rights of residents when it comes to the crafting of any MOU: **"The park owner should not be allowed to create its own MOU without your input."**

I look forward to your reply, and to better understand the process of creating the MOU and to considering the input of all residents of the park.

Kind regards,  
Tony Reid

On Oct 4, 2021, at 11:05 AM, Tony Reid <[antonyreid@att.net](mailto:antonyreid@att.net)> wrote:

I will update my letter, thanks.

My inquiry was an attempt to discover if the City was relying on those representations, but I will just modify my letter accordingly.

Kind regards,  
Tony

On Oct 4, 2021, at 11:01 AM, Michael Klein <[mklein@cityofcalabasas.com](mailto:mklein@cityofcalabasas.com)> wrote:

Hi Tony,

## Michael Klein

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**From:** William Meyerowitz <selfdefensesystems@gmail.com>  
**Sent:** Saturday, September 25, 2021 10:42 AM  
**To:** Michael Klein  
**Subject:** MOU between City and Calabasas Village Ownership

As long term residents of the Calabasas Village (27 years), please be advised that we are 100% in favor of the MOU.

William and Cynthia Meyerowitz  
23777 Mulholland Hwy #184  
Calabasas CA 91302  
818 591-1839

## Michael Klein

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**From:** Cathey Sinai <sinaice@aol.com>  
**Sent:** Wednesday, September 22, 2021 1:14 PM  
**To:** Michael Klein  
**Subject:** MOU between City and Calabasas Village Ownership

Michael Klein, Senior Planner  
City of Calabasas  
Subject: MOU between City and Calabasas Village Ownership

I appreciate the opportunity to provide comment on the above subject. I am a 41 year resident of Calabasas Village. As such I have been involved in the HOA for nearly 40 years - serving as secretary, president, board member at-large and currently as treasurer. I have been involved in multiple lease negotiations and on the City Task Force for the recent lease here.

I am fully in support of the MOU between the City of Calabasas and the owner of Calabasas Village. I was concerned with the first draft of the MOU, but the revised version, with lease addendum, is one I can support.

- The Addendum to the existing lease offered as part of this agreement is clear in the park owner's commitment NOT to seek reimbursement from residents for capital improvements outline in sections 3 and 4 of our leases. This benefits the mobilehome owners here for as much as \$40 per month savings should such improvements be undertaken.
- Additionally the Addendum pledges that the "owner will not withdraw or reduce the frequency or quality of capital improvements and other improvements, nor maintenance standards and practices."

The above Addendum inclusions make this MOU agreement a win-win for all parties - especially the residents.

Cathey Sinai (and Ed Sinai)  
CVHOA Treasurer  
23777 Mulholland Hwy #192  
Calabasas CA 91302-2727  
818 222-1728