



NEEDHAM
STANDARD

You cannot negotiate
with people who say
what's mine is mine
and what's yours is
negotiable.

John F. Kennedy

Jay Branscomb
2011

How Options in City's 3/31/12 Survey of Relocation Options Being Offered by Developer Match Up with What We Are Entitled to By Law



	Adequate ¹	Replacement ²	Space in a Mobilehome Park ³	For My Mobilehome ⁴	And Myself ⁵
Option 1: Rental at MV MHP	NO -#5,6,15-23 missing (see attached list of required characteristics-Exhibit A)	NO Not Owned, #13 & 21	NO,# 5,6,18-25 States that mobilehomes not allowed	NO States that mobilehomes not allowed #5, 6, 13, 21	NO- no rent control, no MRL rights, rents higher unless I income qualify #13,20
Option 2: Move to temporary housing and then to apartment at new 2930 building (if any)	NO - #5,6,13,14,15,16,17,18,19,20,21,22-24 missing (see attached list, Exh.A)	NO Not Owned, #13 & 21	NO-not space in a mobilehome park, # 5,6,18-25	NO- my mobilehome cannot go to space in a mobilehome park included #5, 6, 13, 21	NO- no rent control, no MRL rights, rents higher unless I income qualify #13,20
Option 3: Move to Community Corp. Santa Monica rental apartment	NO - #5,6,13,14,15,16,17,18,19,20,21,22-24 missing (see attached list, Exh.A)	NO Not Owned, #13 & 21	NO-not space in a mobilehome park # 5,6,18-25	NO- my mobilehome cannot go to space in a mobilehome park #5, 6, 13, 21	NO- no rent control, no MRL rights, rents higher unless I income qualify #13,20
Option 4: Move to another mobilehome park in a new mobilehome	NO- this option states "might not be in Los Angeles area"-report by owner in 2006 said there are no spaces within 25 miles, so definitely not in Los Angeles area-so no guarantee #1-22, 24 (see attached list, Exh.A)	YES, if owned free and clear, #13 & 21	YES, if in a true replacement mobilehome park # 5,6,18-25	NO- option says a new mobilehome, not mine #5, 6, 13, 21	NO- no rent control, no MRL rights, rents higher unless I income qualify, even rent control in other jurisdictions weaker than Santa Monica. #13,20
Option 5- Move to housing specifically for seniors	NO-we live in a family park	NO -not owned, #13 & 21	NO- not in a mobilehome park # 5,6,18-25	NO- does not say my mobilehome can go #5, 6, 13, 21	NO- no rent control, no MRL rights, rents higher unless I income qualify #13,20
Option 6- cash payment	YES-if \$450,000 ⁶	YES, if enough to own ,#13 & 21	Unlikely # 5,6,18-25	Perhaps #5, 6, 13, 21	Perhaps #13,20
Option 7-My preference is not on this list	YES- Exhibit A,1-25, plus relocation costs	YES- Exhibit A,1-25, plus relocation costs	YES- Exhibit A,1-25, plus relocation costs	YES- Exhibit A,1-25, plus relocation costs	YES- Exhibit A,1-25, plus relocation costs

1 Government Code s 66427.4 (a), numbers in table above refer to characteristics of adequate replacement space, Exh. A

2 Government Code s 66427.4 (a), numbers in table above refer to characteristics of adequate replacement space, Exh. A

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4 Sequoia Park Assoc. v County of Sonoma (1st Dist.2009) 176 Cal.App. 4th 1270,1285: "adequate space in a mobilehome park for their mobilehome and themselves"

5 Sequoia Park Assoc. v County of Sonoma (1st Dist.2009) 176 Cal.App. 4th 1270,1285: "adequate space in a mobilehome park for their mobilehome and themselves"

6 Letter dated 5/20/11 attached hereto as Exhibit B, Table 1, p.4 (outlined in red) cost of 325 sq.ft. unit \$287,003, plus #1-25 characteristics, Exhibit A . Also see Exhibit C, a listing of the most recent houses available to buy in Santa Monica 90404 north of I-10, starting at \$300,000, missing characteristics listed in Exh. A. The first listing with all characteristics except having one common wall and only one parking space, is at 1503 Berkeley St., for \$388,000



Characteristics of Adequate Replacement Space

Comparable housing (or in the term used in Gov't C. § 66427.4(a): "adequate replacement housing in mobilehome parks") would have to have the following characteristics, or to put it in the converse, losing these qualities of our current housing would impact us as the developers are required to mitigate. Govt Code s 66427(c)

- (1) be located in a beach area with a mild marine Mediterranean climate such as Santa Monica's;
- (2) be located in a city of about 100,000 with opportunities for residents to engage in civic affairs and have a possibility to influence their local government they should have in a city of 100,000;
- (3) be located in such a small city surrounded by a City like the City of Los Angeles, the second largest city in the United States, with many millions of work, cultural, shopping, and entertainment options within reasonable commuting or other transportation distance (c. 25 mi. = 30 min.);
- (4) be located within 30 blocks of the Pacific Ocean or another adequate ocean I approve;
- (5) consist of self-contained owned houses (no common walls, and neighbors at least 10 feet away on three sides, a private street with less than one car an hour traffic on the fourth side);
- (6) have yards for every house, allowing on one's rented land exclusive private yard space for gardening, sitting-out, sunbathing (clothing optional), barbecuing and other outdoor eating, entertaining, and parties, summer sleeping-out, and/or other outdoor private or communal recreation, all at the tenant-homeowner's choice without getting anyone's approval, subject only to the same noise and other laws applicable in any City single-family residence zone;
- (7) Be located in an elementary school district feeding to a "distinguished school" middle school with its own Wikipedia page ((e.g Lincoln Middle School, formerly Lincoln Junior High School,) Exh. D
- (8) be located in a topnotch secondary school district, with a top-rated free public high school with many good athletic teams (both girls' and boys', as Santa Monica had two League champion girls' teams in 2010), a good marching band, award-winning drill and cheerleading teams, a good drama program connected with Hollywood film studios and other parts of the industry, a good vocal music program, and decent free elementary and middle schools, plus convenient, safe, well-operated after-school activities such as the Santa Monica Boys and Girls Club and hundreds of commercial after-school activities for students and children (for good resale value even for those of us who do not have children);
- (9) be located within two miles of a top community college with high transfer rates to four-year universities and free extensive emeritus (seniors') college and auditing of regular classes;
- (10) be located within 25 miles of at least 10 world-known four-year universities;
- (11) be located within five miles of two top teaching hospitals, within 25 miles of at least four more;
- (12) be in a city with a convenient, cheap, close public bus system, connected to the regional rail system, so residents who cannot drive when they are older or do not want to drive at any age can go anywhere from home with not more than 25 minutes' walk each way;
- (13) have space rent under \$500 per month and available trailers to buy for whatever price the developers give the displaced residents for being displaced (plus the actual costs of moving), and be covered by State rent control, with park owners willing to enter into agreements for further protection such as that against harassment, as given by Santa Monica Rent Control, and also against rent increases and evictions any more than allowed by SM Rent Control and evictions by the Charter provision passed in November 2010, for as long as either of these remains in effect;
- (14) have electricity metered to each house, water and trash included for space rent;
- (15) have a swimming pool sufficiently big for the number of units as the current one at Village Trailer



- Park is for 109 units, locked and maintained (MV MHP's has a sign stating, "12 persons");
- (16) have a recreation room and common outdoor BBQ space next to the pool sufficient for the number of tenants, as the one at VTP is for 109 tenants, to use as they wish for as common area for personal use, dinners, and parties, with a men's and a women's bathroom and shower;
 - (17) be in a historically-significant development the tenants can be proud to live in, one with stable use and occupancy since 1950, no methane gas below or next to the park, and no plan by the owners to convert the park to a mobile-home and/or permanent house space;
 - (18) be in a supremely quiet location, quiet enough to work all night and sleep until noon if one wishes, with no freeway within a mile, and be not within two miles of a high-crime zone;
 - (19) have sufficient guaranteed parking for each tenant to have two assigned spaces;¹
 - (20) have mature fruit and shade trees, at least 163/3.85.acres, in and around the entire development, plus many flowers, shrubs, and bushes as well, lush landscaping, with numerous resident and migratory birds, squirrels, cats, and butterflies (we'll live without the opossums!);
 - (21) belong to us, so we can will it to grandchildren or anyone else we wish then living at the time of our death, with the same guarantees for them as listed above for us included for space rent all their lives, as long as rent control lasts, and if rent control ends, at least eviction protection as provided in the City Charter for units not covered by rent control, as long as that protection lasts;
 - (22) have enough variety in foods grown by residents that we can trade our excess and end up with 80% of our food grown organically on-site, and have farmer' markets to buy the rest within two miles accessible by bus three days a week, within five miles another two days a week;
 - (23) be able to put a TV antenna on the roof to get free local TV channels;
 - (24) be ADA accessible and have other aging-in-place design features inside and out..
 - (25) Have a private entrance, not in a corridor with other people, and that private entrance to be on the ground floor`



Plus costs of relocation if relocation is required, three possibilities, one to be chosen by me at the time all legal challenges to the development have been completed, or earlier if I choose (relocation fees under Rent Control for apartment dwellers are not relevant, nor are proposals by the developers, which have been pushed on us illegally by both the developers and the City trying to coerce us into moving, thinking that with attrition they will have fewer units to have to put under rent control and fewer remaining tenants to have to relocate with adequate replacement housing in mobilehome parks as listed above):

Possibility 1

1. Actual cost of a replacement house with all the above amenities while I am temporarily displaced for construction, if it is not feasible for me to stay on the property during construction as the developers promised in the 2007 MOU with the City that I would be able to do; and
2. Moving back when construction is completed to a space with a trailer comparable to or my current trailer at Village Trailer Park with the above characteristics; or



1 When we moved here in 1986, we had two private parking spaces at the median in front of our lot, marked C-9 with paint. Current owners substituted first-come first-served parking spaces instead, without enough for all tenants to have two, and no monitoring of who is parking where, so we have had to walk in the dark on City streets as far as four blocks when we arrived home late. Even if there were enough spaces and they were designated and guaranteed two to us, the landlords have served a notice cars would be towed if they thought they were illegally parked, and I have seen residents' cars towed, which could never have happened in 1986, since the spaces were designated for our own lot so only we could have had cars towed from our space.

Possibility 2

Actual costs of moving to another space with a paid-for trailer comparable to or my current trailer in Santa Monica with the above characteristics (Mountain View MHP lacks items # 5, 6, and 14-22); or



Possibility 3

1. Actual cost of moving to a replacement house with all the above characteristics or others, which I find myself and am satisfied with (Mountain View is not acceptable, see above); and
2. \$200,000 for present value of my lost leasehold at VTP for 99 years under Santa Monica Rent Control, plus at least \$50,000 to settle case(s) for damages for violation of my rights to quiet enjoyment and to be free of tenant harassment under Santa Monica law during years 2006 through date of settlement.

As to relocation fee according to SM Rent Control Board, even as to apartment tenants, and what replacement housing has to have in qualities to make it truly replacement housing, see this:

http://www.smgov.net/uploadedFiles/Departments/Rent_Control/Information_and_FAQ/Permanent%20Relocation.pdf



Can a landlord choose to not pay the relocation fee to a tenant?

Only if the landlord chooses to relocate the tenant into a comparable apartment. The landlord is still responsible for paying the tenant's moving costs. The new unit must be comparable to the old one in size, price, location, amenities, proximity to medical and recreational facilities as well as parks, community centers, shops, transportation, schools, churches and synagogues. [Emphasis added.]