
FLOATING HOME RESIDENCY LAW

(As of 1/1/91)

This booklet provides a summary and the actual wording of the Floating Homes Residency Law of California, as of January 1, 1991. The summary (in large type) is provided for your convenience only. You should not rely upon the summary to determine your specific rights. The Floating Homes Association takes no responsibility for any omission. Refer to the actual law (in small type) for your specific rights.

FLOATING HOMES ASSOCIATION INC.
P.O. Box 3054
Sausalito, CA 94966
(415) 332-1916

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Floating Home Residency Law

(Chapter 2.7 added to Title 2 of Part 2 of Division 2 of the Civil Code)

Article 1: GENERAL PROVISIONS

800.0. *The name of this law*

The law will be called the Floating Home Residency Law.

This chapter shall be known and may be cited as the Floating Home Residency Law.

800.1. *Definitions*

The following definitions apply to this chapter.

Unless the provisions or context otherwise requires, the following definitions shall govern the construction of this chapter.

800.2. *Management*

"Management" means the owner of a floating home marina or an agent authorized to act on their behalf.

"Management" means the owner of a floating home marina or an agent or representative authorized to act on his or her behalf in connection with matters relating to a tenancy in the floating home marina.

800.3. *Floating Home*

"Floating Home" is the same as defined in Section 18075.55 of the Health & Safety Code.

"Floating home" has the same meaning as defined in subdivision (d) Section 18075.55 of the Health and Safety Code.

800.4. *Floating Home Marina*

"Floating Home Marina" is a marina with 5 or more floating homes, excluding marinas where 10% or fewer of the berths are rented to floating homes.

"Floating home marina" means an area where five or more floating home berths are rented, or held out for rent, to accommodate floating homes, but does not include a marina where ten percent or fewer of the berths are leased or held out to lease to accommodate vessels.

800.5. *Rental agreement*

"Rental Agreement" mean the agreement between the homeowner and management that defines the terms and conditions of the tenancy.

"Rental agreement" means an agreement between the management and the homeowner establishing the terms and conditions of a tenancy. A lease is a rental agreement.

800.6. Homeowner

"Homeowner" means the person who owns or resides at a floating home.

"Homeowner" means a person who owns or resides in a floating home which is in a floating home marina pursuant to a rental agreement with management.

800.7. Change of use

"Change of Use" means using the marina for a purpose other than renting to floating homes.

"Change of use" means a use of the floating home marina for a purpose other than the rental, or the holding out for rent, of five or more floating home berths, and does not mean the adoption, amendment, or repeal of a floating home marina rule or regulation. A change of use may affect an entire floating home marina or any portion thereof. "Change of use" includes, but is not limited to, a change of the floating home marina or any portion thereof to a condominium, stock cooperative, or any form of ownership wherein spaces within the floating home marina are to be sold.

800.8. Resident

"Resident" means a homeowner or other person who occupies the floating home.

"Resident" means a homeowner or other person who lawfully occupies a floating home.

800.9. Tenancy

"Tenancy" means the right of a homeowner to occupy their berth and the use of common facilities.

"Tenancy" means the right of a homeowner to the use of a berth within a floating home marina on which to locate, maintain, and occupy a floating home, and accessory structures or vessels including the use of the services and facilities of the floating home marina.

Article 2: RENTAL AGREEMENT

800.20. Requirements to provide copies of the law

Management must provide a copy of this law to homeowners upon request.

Unless otherwise provided, the management shall make available to floating homeowners, upon request, copies of all notices required by this article and Article 3 (commencing with Section 800.30).

800.21. Required provisions of the Rental Agreement

The rental agreement (lease) must be in writing and include:

- (a) The term and rent for the tenancy.
- (b) The rules and regulations of the marina.
- (c) That a copy of this law is available from the marina at the homeowners request.
- (d) A provision saying it is the responsibility of the management to maintain the physical improvements of the common areas in good condition.
- (f) A description of the services to be provided during the agreement period along with the cost, if any, of those services.

The rental agreement shall be in writing and shall contain, in addition to the provisions otherwise required by law to be included, all the following:

- (a) The term of the tenancy and the rent therefor.
- (b) The rules and regulations of the floating home marina.
- (c) A reference to this chapter and a statement that a copy of it is available from the marina upon request.
- (d) A provision specifying that it is the responsibility of the management to provide and maintain physical improvements in the common facilities in good working order and condition.
- (e) A description of the physical improvements to be provided the homeowner during his or her tenancy.
- (f) A provision listing those services which will be provided at the time the rental agreement is executed and will continue to be offered for the term of tenancy and the fees, if any, to be charged for those services.
- (g) All other provisions governing the tenancy.

800.22. Inclusion of other provisions

The rental agreement can include any provision as long as it is legally permitted.

The rental agreement may include other provisions permitted by law, but need not include specific language contained in state or local laws not a part of this chapter.

800.23. Length of rental agreement plus one year v.s. month-to-month tenancy

- (a) The rental agreement can be any length of time as mutually agreed upon by the management and homeowner, but must be at least as long as necessary to obtain financing.
- (b) An agreement longer than one year, must specifically state what, if any, provisions are different between it and what would be available under a month to month agreement.
- (a) A homeowner shall be offered a rental agreement for (1) a term of 12 months, (2) a lesser period as mutually agreed upon by both the homeowner and the management, (3) a longer period as mutually agreed upon by both the homeowner and the management, or (4) a longer period as necessary to secure financing from a conventional lending institution.

- (b) Rental agreements for a prescribed term shall not contain any terms or conditions with respect to charges for rent, utilities, or incidental reasonable service charges that would be different during the first 12 months of the agreement from the corresponding terms or conditions that would be offered to the homeowner or homeowners on a month-to-month basis.

800.24. *Waiver of rights illegal*

The rental agreement cannot contain a provision in which the homeowner waives their rights under the Floating Home Residency laws.

No rental agreement for a floating home berth shall contain a provision by which the homeowner waives his or her rights under any of the provisions of this chapter. Any such waiver of these rights shall be deemed contrary to public policy and void.

800.25. *Discrimination*

Membership in a club that is required for tenancy cannot be denied based on race, color, religion, sex, national origin, ancestry or marital status.

Membership in any private club or organization which is a condition for tenancy in a floating home marina shall not be denied on the basis or race, color, religion, sex, national origin, ancestry, or marital status.

800.26. *Notification of law by management*

Before 3/12/91 management must notify all homeowners that a copy of the law is available to them upon request.

On or before March 12, 1991, the management shall notify all floating homeowners, in writing, that a copy of the Floating Home Residency Law is available to them upon request from the management.

Article 3: RULES AND REGULATIONS

800.30. *Access to common area facilities*

Common areas must be open to all homeowners at all reasonable hours.

Each common area facility shall be open or available to residents at all reasonable hours, and the hours of the common area facility shall be posted at the facility.

800.31. *Changes in rules or regulations*

Rules or regulations can be amended with homeowners consent or with six months written notice.

A rule or regulation of the floating home marina may be amended at any time with the consent of a homeowner, or without his or her consent upon written notice to him or her of not less than six months. Written notice to a new

homeowner whose tenancy commences within the required period of notice, of a proposed amendment shall constitute compliance with this section where the written notice is given to him or her before the inception of his or her tenancy.

800.32. *Right of entry by management*

- (a) Management may not enter a berth area without the tenants permission unless it is necessary to correct a hazardous condition.
- (b) Also management may enter a floating home in case of an emergency or when the resident has abandoned the floating home.
- (a) Except as provided in subdivision (b), and notwithstanding any other provision of law to the contrary, the ownership or management of a floating home marina, cooperative, or condominium for floating homes shall have no right of entry to a floating home without the prior written consent of the resident. This consent may be revoked in writing by the resident at any time. The ownership or management shall have a right of entry into the berth in which a floating home is situated for correction of what management determines to be a hazardous condition at any time, or for maintenance of utilities, docks, and common areas at any reasonable time, but not in a manner or at a time which would interfere with the resident's quiet enjoyment.
- (b) The ownership or management of a floating home marina, cooperative, or condominium may enter a floating home without the prior written consent of the resident in case of an emergency or when the resident has abandoned the floating home.

800.33. *Written notice of change in zoning/permits and duration of marina lease*

- (a) Management must give written notice to all homeowners and prospective homeowners of any permit or zoning under which the marina operates and if the permit has an expiration date. In addition the duration of any lease under which the management operates must be disclosed.
- (b) Management must give 30 days notice of any change in any permit, zoning or lease under which it operates.
- (a) The management shall give written notice to all homeowners and prospective homeowners concerning the following matters:
 - (1) the nature of the zoning or use permit under which the floating home marina operates,
 - (2) if the floating home marina is operating pursuant to a permit subject to a renewal or expiration date, the relevant information and dates shall be included in the notice,
 - (3) the duration of any lease of floating home marina, or any portion thereof, in which the management is a lessee.
- (b) If a change occurs concerning the zoning or use permit under which the floating home marina operates, a change occurs to a lease under which the management is a lessee and that change could affect the homeowner, including the termination of the lease, litigation occurs regarding termination of the lease, or expiration of a use permit occurs, all homeowners shall be given written notice at least 30 days prior to the effective date of the change. Notification regarding the change of use of the floating home marina, or any portion thereof, shall be governed by subdivision (f) of Section 800.71. A prospective homeowner shall be notified prior to the inception of the tenancy.

800.34. *Disclosure of floating home marina owner*

Management must disclose the name and address of the marina owner upon request.

The management of a floating home marina shall disclose, in writing, the name and address of the floating home marina owner upon the request of a homeowner.

Article 4: FEES AND CHARGES

800.40. *Notice of rent increase*

Management must give 30 days notice of any rent increase and provide the basis upon which the increase was calculated.

Management must give 30 days notice of any rent increase and provide the basis upon which the increase was calculated.

The management shall give a homeowner written notice of any increase in his or her rent at least 30 days before the date of the increase.

800.41. *Fees other than for rent, utilities, and services rendered*

No fees may be charged except for rent, utilities and incidental charges for services actually rendered.

A homeowner shall not be charged a fee for other than rent, utilities, and incidental reasonable charges for services actually rendered. A homeowner shall not be charged a fee for obtaining rental agreement on a floating home berth for (1) a term of 12 months, or (2) a lesser period as mutually agreed upon by both the homeowner and the management. A fee may be charged for a rental agreement of more than one year if the fee is mutually agreed upon by both the homeowner and management.

800.42. *Notice of fee for services not listed in the rental agreement*

No fees can be charged for services rendered unless the services are listed in the rental agreement or unless 60 days notice is given.

A homeowner shall not be charged a fee for services actually rendered which are not listed in the rental agreement unless he or she has been given written notice thereof by the management, at least 60 days before imposition of the charge.

800.43. *Fee for pets*

The management may not charge a fee for pets except to cover the cost of special services or facilities.

A homeowner shall not be charged a fee for keeping a pet in the floating home marina unless the management actually provides special facilities or services for pets. If special pet facilities are maintained by the management, the fee charged shall reasonably relate to the cost of maintenance of the facilities or services and the number of pets kept in the floating home marina.

800.44. *Fee for guests*

- (a) Management may not charge a fee for guests who do not stay for more than 20 consecutive days or 30 days during the year. Such guests will not be required to register with management.
- (b) A homeowner living alone may share their home with one other person without management approval.
- (a) A homeowner shall not be charged a fee for a guest who does not stay with him for more than a total of 20 consecutive days or a total of 30 days in a calendar year. Such a guest shall not be required to register with the management.
- (b) A homeowner who is living alone and who wishes to share his or her floating home with one person may do so, and a fee shall not be imposed by management for that person. The person shall be considered a guest of the homeowner and any agreement between the homeowner and such person shall not change the terms and conditions of the rental agreement between management and the homeowner. The guest shall comply with the provisions of the rules and regulations of the floating home marina.

800.45. *Fee for family members living in floating home*

No fee can be charged based on the number of people living aboard if the people are part of your immediate family.

A homeowner shall not be charged a fee based on the number of members in his or her immediate family. As used in this section, the "immediate family" includes the homeowner, and his or her spouse, their parents, and their children.

800.46. *Fee for enforcement of rules and regulations*

No fee can be charged for enforcing the marina's rules and regulations.

A homeowner shall not be charged a fee for the enforcement of any of the rules and regulations of the floating home marina.

800.47. *Fees for entry, installation, hookup fees, landscaping and maintenance*

Unless the homeowner requests the service, no fee can be charged for entry, installation or hookup as a condition of tenancy.

Unless the homeowner specifically requests the service in writing from the management, a homeowner shall not be charged a fee for the entry, installation, hookup, or landscaping as a condition of tenancy except for an actual fee or cost imposed by a local governmental ordinance or requirement directly related to the occupancy of the specific berth where the floating home is located and not incurred as a portion of the development of the floating home marina as a whole. However, reasonable landscaping and maintenance requirements may be included in the floating home marina rules and regulations. The management shall not require a homeowner or prospective homeowner to purchase, rent, or lease goods or services for landscaping from any person, company, or corporation.

800.48. *Master utility meter service; billing; rate schedule*

Where management provides master meter utilities to a homeowner, the cost of the utilities must be separately stated each billing period along with the opening and closing meter readings. Management must also post the current rates charged by the utility.

Where the management provides both master meter and sub-meter service of utilities to a homeowner, for each billing period the cost of the charges for the period shall be separately stated along with the opening and closing readings for his or her meter. The management shall post in a conspicuous place, the prevailing residential utilities rate schedule as published by the serving utility.

800.49 *Security deposits*

- (a) A security deposit can only requested only before initial occupancy and it cannot exceed two month's rent.
 - (b) If the homeowner has promptly paid the rent for 12 consecutive months, the security deposit must be returned to the homeowner upon written request.
 - (c) If the marina is sold, the new owners is under the same obligations at the old owner with regard to security deposits.
 - (d) Management will not be required to pay interest on the security deposit.
- (a) The management may only demand a security deposit on or before initial occupancy and the security deposit may not be in an amount or value in excess of an amount equal to two months' rent that is charged at the inception of the tenancy, in addition to any rent for the first month. In no event shall additional security deposits be demanded of a homeowner following the initial occupancy.
 - (b) After the homeowner has promptly paid to the management within five days of the date the amount is due, all of the rent, utilities, and reasonable service charges for any 12 consecutive month period subsequent to the collection of the security deposit by the management, or upon resale of the floating home, whichever occurs earlier, the management shall, upon the receipt of a written request from the homeowner, refund to the homeowner the amount of the security deposit within 30 days following the end of the 12 consecutive month period of the prompt payment or the date of the resale of the floating home.
 - (c) In the event that the interest in the floating home marina is transferred to any other party or entity, the successor in interest shall have the same obligations of management contained in this section with respect to the security deposit.
 - (d) The management shall not be required to place any security deposit collected in an interest-bearing account or to provide a homeowner with any interest on the security deposit collected.
 - (e) This section applies to all security deposits collected on or after January 1, 1991. However, any security deposit collected on other than initial occupancy from a homeowner on or before December 31, 1990 shall be refunded on or before January 31, 1991, or within 12 months of having been collected, whichever is later, provided the original term of the rental agreement has been completed.

800.50. *Acquisition of lien on floating home by marina management.*

Management cannot acquire a lien on a floating home unless mutually agreed upon or obtained in court.

The management shall not acquire a lien or security interest, other than an interest arising by reason of process issued to enforce a judgement of any court, in a floating home located in the floating home marina unless it is mutually agreed upon by both the homeowner and management. Any billing and payment upon the obligation shall be kept separate from the current rent.

Article 5: HOMEOWNER MEETINGS

800.60. Use of community or recreational halls

Homeowner meetings are to be allowed at community facilities.

The management shall permit meetings by homeowners or residents of a floating home in the marina, or any or all of them, relating to floating home living or social or educational purposes, including forums for or speeches of public officials or candidates for public office, to be held in any community facility if the meeting is held at reasonable hours and when the facility is not otherwise in use.

The management's private office is not to be considered a community facility unless so designated by management.

800.61. Meetings between homeowners and management

Management must meet with the homeowners, individually, in groups or with representatives within 30 days of a request concerning (1) rule changes, (2) maintenance of facilities, (3) addition or deletion of services or facilities and (4) rental agreements.

The management shall meet and consult with the homeowners, upon written request, within 30 days of the request, either individually, collectively, or with representatives of a group of homeowners who have signed a request to be so represented on the following matters:

- (a) Amendments to floating home marina rules and regulations.
- (b) Standards for maintenance of physical improvements in the floating home marina.
- (c) Addition, alteration, or deletion of services, equipment or physical improvements.
- (d) Rental agreements offered pursuant to Article 2 (commencing with Section 800.20). Any collective meeting shall be conducted only after notice thereof has been given to all the requesting homeowners 10 days or more before the meeting.

Article 6: TERMINATION OF TENANCY

800.70. Eviction from marina

Management cannot evict homeowners except for the reasons specified in Section 800.71, and then only with 60 days notice.

- (a) The Legislature finds and declares that, because of the high cost of moving floating homes, the potential for damage resulting therefrom, the requirements relating to the installation of floating homes, and current government policy limiting the availability of floating home berths, it is necessary that the owners of floating homes within floating home marinas be provided with the unique protection from actual or constructive eviction afforded by the provisions of this chapter.
- (b) The management shall not terminate or refuse to renew a tenancy, except for a reason specified in this article and upon the giving of written notice to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure, to remove the floating home from the floating home marina within a period of not less than 60 days, which period shall be specified in the notice. A copy of this notice shall be sent to the legal owner, as defined in Section 18005.8 of the Health and Safety Code, each junior lienholder, as defined in Section 18005.3 of the Health and Safety Code, and the registered owner of the floating home, if other than the homeowner, by United States mail within ten days after notice to the homeowner, addressed to the legal owner, each junior lienholder, and the registered owner at their addresses, as set forth in the registration card specified in Section 18091.5 of the Health and Safety Code.

800.71. Reasons for eviction

The allowable reasons for eviction are (1) failure to comply with local or state laws, (2) Conduct which constitutes a substantial annoyance to other homeowners, (3) failure to comply with reasonable rules & regulations, (4) non-payment of rent, (5) condemnation of the marina, (6) change of use of the marina.

A tenancy shall be terminated by the management only for one or more of the following reasons:

- (a) Failure of the homeowner or resident to comply with a local ordinance or state law or regulation relating to floating homes within a reasonable time after the homeowner receives a notice of noncompliance from the appropriate governmental agency.
- (b) Conduct by the homeowner or resident, upon the floating home marina premises, which constitutes a substantial annoyance to other homeowners or residents.
- (c) Failure of the homeowner or resident to comply with a reasonable rule or regulation of the floating home marina as set forth in the rental agreement or any amendment thereto. The management may not impose unreasonable restrictions on the right of the homeowner to sublet his or her floating home.

No act or omission of the homeowner or resident shall constitute a failure to comply with a reasonable rule or regulation unless and until the management has given the homeowner written notice of the alleged rule or regulation violation and the homeowner or resident has failed to adhere to the rule or regulation within seven days. However, if a homeowner has been given a written notice of an alleged violation of the same rule or regulation on three or more occasions within a 12 month period after the homeowner or resident has violated that rule or regulation, no written notice shall be required for a subsequent violation of the same rule or regulation.

Nothing in this subdivision shall relieve the management from its obligation to demonstrate that a rule or regulation has in fact been violated.

- (d)
 - (1) Nonpayment of rent, utility charges, or reasonable incidental service charges; if the amount due has been unpaid for a period of at least five days from its due date, and provided, that the homeowner shall be given a three-day written notice subsequent to that five day period to pay the amount due or to vacate the tenancy. The three-day written notice shall be given to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure. The notice may be given at the same time as the 60 days' notice required for termination of the tenancy. Payment by the homeowner prior to the expiration of the three-day notice period, shall cure a default under this subdivision.
 - (2) However, if a homeowner has been given a three-day notice to pay the amount due or vacate the tenancy on three or more occasions within the preceding 12-month period, no written three-day notice shall be required for a subsequent non-payment of rent, utility charges, or reasonable incidental service charges.
 - (3) Payment by the legal owner, any junior lienholder, or the registered owner, if other than the homeowner, on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice to the legal owner, each junior lienholder, and the registered owner provided in subdivision (b) of Section 800.70, shall cure a default under this subdivision with respect to that payment.
 - (4) The homeowner shall remain liable for all payments due up until the time the tenancy is vacated.
 - (5) Cure of a default of rent, utility charges, or reasonable incidental service charges by the legal owner, any junior lienholder, or the registered owner, if other than the homeowner, as provided by this subdivision, may not be exercised more than twice during the 12-month period.
- (e) Condemnation of the floating home marina.
- (f) Change of use of the floating home marina or any portion thereof, provided:
 - (1) The management gives the homeowners at least 60 days' written notice that the management will be appearing before a local governmental board, commission, or body to request permits for a change of use of the floating home marina.
 - (2) After all required permits requesting a change of use have been approved by the local governmental board, commission, or body, the management shall give the homeowners six months, or more written notice of termination of tenancy.

If the change of use requires no local governmental permits, then notice shall be given 12 months or more prior to the management's determination that a change of use will occur. The management in the notice shall disclose and describe in detail the nature of the change of use.

- (3) The management gives each proposed homeowner written notice thereof prior to the inception of his or her tenancy that the management is requesting a change of use before local governmental bodies or that a change of use request has been granted.
- (4) The notice requirements for termination of tenancy set forth in this section and Section 800.72 shall be followed if the proposed change actually occurs.
- (5) The requirements for a notice of a proposed change of use imposed by this subdivision shall be governed by the law in effect at the time the notice was given.

800.72. *Statement of eviction reasons in notice*

The management must give in writing the specific reasons for the eviction.

The management shall set forth in a notice of termination, the reason relied upon for the termination with specific facts to permit determination of the date, place, witnesses, and circumstances concerning that reason. Neither reference to the section number or a subdivision thereof, nor a recital of the language of this article constitutes compliance with this section.

800.73. *Eviction to make space for a floating home owned by management*

Eviction can not occur because management wants the berth for themselves.

Eviction cannot occur for the purpose of making a berth available for a person who has purchased a floating home from the marina owner. No tenancy shall be terminated for the purpose of making a homeowner's berth available for a person who purchases a floating home from the owner of the floating home marina or his or her agent.

800.74. *Notice by homeowner to management of intention to sell*

Homeowners who intend to sell their floating home must give 30 days notice to management.

A homeowner shall give written notice to the management of not less than 60 days before vacating his or her tenancy.

800.75. *Standards for completing eviction*

The normal eviction provisions of state law apply to floating homes unless this law specifically states otherwise.

The provisions of this article shall not affect any rights or proceedings set forth in Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure except as otherwise provided in those sections.

Article 7: TRANSFER OF A FLOATING HOME

800.80. *Ability to advertise sale or rental of floating homerent*

Homeowners may advertise the sale of their floating home.

A homeowner or his or her agent may advertise the sale or exchange of his or her floating home, or, if not prohibited by the terms of an agreement with the management, may advertise the rental of his or her floating home, by displaying a sign in the window of the floating home, or by a sign posted on the side of the floating home facing the dock or water or

both, stating that the floating home is for sale or exchange or, if not prohibited, for rent by the owner of the floating home or his or her agent. The sign shall state the name, address, and telephone number of the owner of the floating home or his or her agent and may be at least 24 inches in width and 18 inches in height.

800.82. *Limitations on management in the showing or listing for sale of floating home*

- (a) Management may not list a floating home for sale without permission of the homeowner.
 - (b) Management may not prohibit the sale or listing of a floating home or require management to act as an agent, as a condition of management's approval of a new buyer.
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- (a) The management shall not show or list for sale a floating home without first obtaining the owner's written authorization. The authorization shall specify the terms and conditions regarding the showing or listing.
 - (b) The management shall prohibit neither the listing nor sale of a floating home within the floating home marina by the homeowner, or an agent of the homeowner to authorize the management to act as the agent in the sale of a floating home as a condition of management's approval of buyer or prospective homeowner for residency in the floating home marina.

800.83. *Charging of fee for performance of services by management*

- (a) Management cannot charge a fee for the transfer of a floating home unless a service is performed and that service is requested by the homeowner.
 - (b) Management cannot charge a fee to a prospective homeowner as a condition of approval unless a service is performed and is requested in writing.
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- (a) The management shall not charge a homeowner, or his or her agent a transfer or selling fee as a condition of a sale of his or her floating home within a floating home marina unless the management performs a service in the sale. The management shall not perform any such service in connection with the sale unless so requested in writing, by the homeowner or his or her agent.
 - (b) The management shall not charge a prospective homeowner or his or her agent, upon purchase of a floating home, a fee as a condition of approval for residency in a floating home marina unless the management performs a specific service in the sale. The management shall not impose a fee, other than for a credit check in accordance with subdivision (b) of Section 800.85, for an interview of a prospective homeowner.

800.84. *Removal from floating home marina during term of rental agreement*

Management cannot require the removal of a floating home due to its sale during the term of a rental agreement.

The management shall not require the removal of a floating home from the floating home marina in the event of its sale to a third party during the term of the homeowner's rental agreement.

800.85. *Approval of purchaser by management*

- (a) Management may require the right of prior approval of a prospective homeowner, but approval cannot be withheld unreasonably. If approval is withheld, then the reasons must be documented in writing.

- (b) If management charges a fee to the prospective homeowner for a credit check, and then turns down the prospective homeowner, the fee must be refunded.
- (a) The management may require the right of prior approval of a purchaser of a floating home that will remain in the floating home marina and that the selling homeowner or his or her agent give notice of the sale to the management before the close of the sale. Approval cannot be withheld if the purchaser has the financial ability to pay the rent and charges of the floating home marina unless the management reasonably determines that, based on the purchaser's prior tenancies, he or she will not comply with rules and regulations of the floating home marina. In determining whether the purchaser has the financial ability to pay the rent and charges of the floating home marina, the management shall not require the purchaser to submit copies of any personal income tax returns in order to obtain approval for residency in the floating home marina. However, management may require the purchaser to document the amount and source of his or her gross monthly income or means of financial support. If the ownership or management rejects a purchaser as a prospective homeowner, the ownership or management shall inform the selling homeowner in writing of its reasons for the rejection. If the approval of a purchaser is withheld for any reason other than those stated in this article, the management or owner may be held liable for all damages proximately resulting therefrom.
- (b) If the management collects a fee or charge from a prospective purchaser of a floating home in order to obtain a financial report or credit rating, the full amount of the fee or charge shall be credited toward payment of the first month's rent for that floating home purchaser. If, for whatever reason, the prospective purchaser is rejected by the management, the management shall refund to the prospective purchaser the full amount of that fee or charge within 30 days from the day of rejection. If the prospective purchaser is approved by the management, but, for whatever reason, the prospective purchaser elects not to purchase the floating home, the management may retain the fee, or portion thereof, to defray its administrative costs under this section.

800.86. *Statement by purchaser of acceptance of terms of rental agreement*

- (a) The sales agreement for a floating home must contain a provision that the purchaser has agreed to the terms of a rental agreement with management.
- (b) If the purchaser fails to execute a rental agreement then they will have no rights of tenancy.
- (c) If the occupant has no right of occupancy, a demand can be made by management to vacate within 5 days
- (d) The occupant will not be subject to (c) above if the following conditions exist:
 - (1) The occupant is the registered owner of the floating home
 - (2) Management has determined that the occupant has the financial ability to pay the rent and comply with the rules
 - (3) Management has failed to offer a rental agreement
- (a) An escrow, sale, or transfer agreement involving a floating home located in the floating home marina at the time of sale, where the floating home is to remain in the floating home marina, shall contain a provision signed by the purchaser stating that by his or her signature he or she has agreed to the terms of a rental agreement. A copy of a fully executed rental agreement signed by both the purchaser and floating home marina management will satisfy the requirements of this section.
- (b) In the event the purchaser fails to execute the rental agreement, the purchaser shall not have any rights of tenancy.
- (c) In the event that an occupant of a floating home has no rights of tenancy and is not otherwise entitled to occupy the floating home pursuant to this chapter, the occupant shall be considered an unlawful occupant if, after a demand is made for the surrender of the floating home marina berth, for a period of five days, the occupant has refused to surrender the berth to the floating home marina management. In the event the unlawful occupant fails to comply with the demand, the unlawful occupant shall be subject to the proceedings set forth in Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure.

- (d) The occupant of the floating home shall not be considered an unlawful occupant and shall not be subject to the provisions of subdivision (c) if all the following conditions exist:
- (1) The occupant is the registered owner of the floating home
 - (2) The management has determined that the occupant has the financial ability to pay the rent and charges of the floating home marina, will comply with the rules and regulations of the floating home marina, based on the occupant's prior tenancies, and will comply with this article.
 - (3) The management failed or refused to offer the occupant a rental agreement.

800.87. *Illegal to waive rights*

A rental agreement may not contain a provision by which the purchaser or homeowner waive their rights under this law.

No rental or sale agreement shall contain a provision by which the purchaser or homeowner waives his or her rights under this article. Any such waiver thereof shall be deemed contrary to public policy and shall be void and unenforceable.

800.88. *Ownership gained through death*

A heir or joint tenant who gains ownership due to a death will have the right to sell the floating home.

An heir or joint tenant who gains ownership of a floating home in the floating home marina through the death of the owner of the floating home who is a homeowner shall have the right to sell the floating home to a third party in accordance with the provisions of this article, but only if all the homeowner's responsibilities and liabilities to the management regarding rent, utilities, and reasonable maintenance of the floating home and its premises which have arisen after the transfer of ownership to the heir or joint tenant have been satisfied up until the date the floating home is resold.

800.89. *Right of resale by legal owner or junior lienholder*

Any lienholder who forecloses on a floating home will have the right to sell it to a third party.

Any legal owner or junior lienholder who forecloses on his or her security interest in a floating home located in a floating home marina shall have the right to sell the floating home within the floating home marina to a third party in accordance with the provisions of this article, but only if all the homeowner's responsibilities and liabilities to the management regarding rent, utilities, and reasonable maintenance of a floating home and its premises are satisfied by the foreclosing creditor through the date the floating home is resold.

800.90. *Required listing or sale of floating home with management*

- (a) Management must receive 30 days notice prior to any action against them due to improper maintenance of the common areas.
- (b) The notice must be in writing and give details. Notice by one homeowner shall be deemed notice by all homeowners.

The management

- (1) shall not prohibit the listing or sale of a used floating home within the floating home marina by the homeowner, or an agent of the homeowner other than the management,

- (2) nor require the selling homeowner to authorize the management to act as the agent in the sale of a floating home as a condition of approval of the buyer or prospective homeowner for residency in the floating home marina.

800.91. Homeowner notice of action based on failure to maintain physical improvements

The homeowner must give the management 30 days notice prior to commencing any legal action due to improper upkeep of the marina.

- (a) No action based upon the management's alleged failure to maintain the physical improvements in the common facilities in good working order or condition or alleged reduction of service may be commenced by a homeowner unless the management has been given at least 30 days' prior notice of the intention to commence the action.
- (b) The notice shall be in writing, signed by the homeowner or homeowners making the allegations, and shall notify the management of the basis of the claim, the specific allegations, and the remedies requested. A notice by one homeowner shall be deemed to be sufficient notice of the specific allegation to the management of the floating home marina by all of the homeowners in the floating home marina.
- (c) The notice may be served in the manner prescribed in Chapter 5 (commencing with Section 1010) of Title 14 of Part 2 of the Code of Civil Procedure.
- (d) For purposes of this section, management shall be deemed to be notified of an alleged failure to maintain the physical improvements in the common facilities in good working order or condition or of an alleged reduction in services upon substantial compliance by the homeowner or homeowners with the provisions of subdivisions (b) and (c), or when management has been notified of the alleged failure to maintain or the alleged reduction of services by a state or local agency.
- (e) If the notice is served within 30 days of the expiration of the applicable statute of limitations, the time for the commencement of the action shall be extended 30 days from the service of the notice.
- (f) This section does not apply to actions for personal injury or wrongful death.

Article 8: TRANSFER OF FLOATING HOME MARINA

800.100. Notice to resident organizations that floating home marina is for sale

Marina owner must notify a tenant's organization of their intent to sell the marina.

- (a) When the owner of a floating home marina enters into a written listing agreement with a licensed real estate broker, as defined in Article 1 (commencing with Section 10130) of Chapter 2 of Part 1 of Division 4 of the Business and Professions Code, for the sale of the marina, or offers to sell the marina to any party, the owner shall provide written notice by first-class mail or by personal delivery to the president, secretary and treasurer of the resident organization, not less than 30 days but no more than year prior to entering into any written listing agreement for the sale of the marina, or making any offer to sell the marina to any party. An offer to sell a marina shall not be construed as an offer under this subdivision unless it is initiated by the marina owner or his or her agent.
- (b) An owner of a floating home marina is not required to comply with subdivision (a) unless the following conditions are met:
 - (1) The resident organization has first furnished the marina owner or marina manager a written notice of the name and address of the president, secretary, and treasurer of the resident organization to whom the notice of sale shall be given.
 - (2) The resident organization has first notified the marina owner or manager in writing that the marina residents are interested in purchasing the marina. The initial notice by the resident organization shall be made prior to a written listing or offer to sell the marina by the marina owner, and the resident organization shall give subsequent notice once each year thereafter that the marina residents are interested in purchasing the marina.

- (3) The resident organization has furnished the marina owner or marina manager a written notice, within five days of any change in the name or address of the officers of the resident organization to whom the notice of sale shall be given.
- (c) Nothing in this section affects the validity of title to real property transferred in violation of this section, although violation shall subject the seller to civil action pursuant to Article 9 (commencing with Section 800.200) by homeowner residents of the marina or the resident organization.
- (d) Nothing in this section affects the ability of a licensed real estate broker to collect a commission pursuant to an executed contract between the broker and the floating home marina owner.
- (e) This section does not apply to any of the following:
 - (1) Any sale or other transfer by a marina owner who is a natural person to any relation specified in Section 6401 or 6402 of the Probate Code.
 - (2) Any transfer by gift, device, or operation of law.
 - (3) Any transfer by corporation to an affiliate. As used in this paragraph, "affiliate" means any shareholder of the transferring corporation, any corporation or entity owned or controlled directly or indirectly, by the transferring corporation, or any other corporation or entity controlled, directly or indirectly, by any shareholder of the transferring corporation.
 - (4) Any transfer by a partnership to any of its partners.
 - (5) Any conveyance resulting from the judicial or non-judicial foreclosure of a mortgage or deed of trust encumbering a floating home marina or any deed given in lieu of such a foreclosure.
 - (6) Any sale or transfer between or among joint tenants or tenants in common owning a floating home marina.
 - (7) The purchase of a floating home marina by governmental entity under its powers of eminent domain.

Article 9: ACTIONS, PROCEEDINGS AND PENALTIES

800.200. *Attorney's fees and costs*

For actions arising out of this law prevailing parties are entitled to attorney fees and costs. If a homeowner is the prevailing party they are entitled to damages and up to \$500 for each willful violation of this law.

In any action arising out of the provisions of this chapter the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party for the purposes of this section if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.

In the event a homeowner, or former homeowner, of a floating home marina is the prevailing party in a civil action against the management to enforce his or her rights under the provisions of this chapter, the homeowner, in addition to damages afforded by law, may, in the discretion of the court, be awarded an amount not to exceed five hundred dollars (\$500) for each willful violation of those provisions by the management.

800.201. *Failure of management to maintain facilities considered a public nuisance*

- (a) The failure of management to maintain physical improvements in the common areas will be deemed a public nuisance, to be remedied by civil action only.
- (b) Substantial violation of a marina rule will be considered a public nuisance, to be remedied by civil action only.

- (a) The substantial failure of the management to provide and maintain physical improvements in the common facilities in good working order and conditions shall be deemed a public nuisance. Notwithstanding the provisions of Section 3491, such a nuisance only may be remedied by a civil action or abatement.
- (b) The substantial violation of a floating home marina rule shall be deemed a public nuisance. Notwithstanding the provisions of Section 3491, such a nuisance only may be remedied by a civil action or abatement.

Article 10: COOPERATIVES AND CONDOMINIUMS

800.300. Definitions

Definitions used in this article are similar to those used elsewhere in the law.

As used in this article:

- (a) "Ownership or management" means the ownership or management of a cooperative, or condominium for floating homes.
- (b) "Resident" means a person who maintains a residence in a cooperative or condominium for floating homes.

800.301. Advertising

Resident may advertise the sale of their floating home.

A resident may advertise the sale or exchange of his or her floating home or, if not prohibited by the terms of an agreement with the management or ownership, may advertise the rental of his or her floating home by displaying a sign in the window of his or her floating home stating that the floating home is for sale or exchange or, if not prohibited, for rent by the owner of the floating home or his or her agent. The sign shall state the name, address, and telephone number of the owner of the floating home or his or her agent, and may be at least 24 inches in width and 18 inches in height.

800.302. Showing or listing for sale

Management may not advertise the sale of a floating home without the permission of the owner.

The ownership or management shall not show or list for sale a floating home owned by a resident without first obtaining the resident's written authorization. The authorization shall specify the terms and conditions regarding the showing or listing.

800.303. Removal of floating home in event of sale

Management may not require the removal of a floating home due to its sale.

The ownership or management shall not require the removal of a floating home from a cooperative or condominium in the event of its sale to a third party.

800.304. Prior approval of purchaser; grounds for withholding

Management may require the prior approval of a new homeowner, but may not withhold it unreasonably.

The ownership or management may require the right to prior approval of the purchaser of a floating home that will remain in the cooperative or condominium for floating homes and that the selling resident or his or her agent give notice of the sale to the ownership or management before the close of the sale. Approval cannot be withheld if the purchaser has the financial ability to pay the fees and charges of the cooperative or condominium unless the ownership or management reasonably determines that, based on the purchaser's prior residences, he or she will not comply with rules and regulation of the cooperative or condominium.

800.305. *Illegal to waive rights under this law*

Purchaser may not waive their rights under this article.

No agreement shall contain any provision by which the purchaser waives his or her rights under this article. Any such waiver thereof shall be deemed contrary to public policy and void and unenforceable.

800.306. *Limitations of this law*

This law only affects the relationship between management and the homeowners. It does not affect any actions by the State Lands Commission or the BCDC.

This chapter applies only to the relationship between the management and the homeowners and residents of floating home marinas. Nothing in this chapter affects residential use of tide and submerged lands, including the public trust doctrine or any legislative grant of tide and submerged lands to a public entity, or the administration of these lands by the State Lands Commission or a legislative grantee. In addition, this chapter does not supplant, lessen, modify or otherwise affect past or future regulation of floating homes or floating home marinas by the San Francisco Bay Conservation and Development Commission pursuant to the McAteer-Petris act.