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FINDINGS OF FACT, DECISION AND ORDER
Imperial Oxnard Mobile Estates, Protest of 2020 C.P.I. Increase

Date of this Decision: July 16, 2021

I. FINDINGS OF FACT

1. On November 3, 2020, Imperial Oxnard Mobile Estates (hereinafter “the Park”) submitted a C.P.I. formula rent adjustment application (Exhibit No. 1). The application sought a 2.02% rent increase effective March 1, 2021. The City mailed a Notice of CPI Formula Rent Adjustment to all affected homeowners on January 12, 2021 (Exhibit No. 4).
2. On January 26, 2021, at least 25% of the residents of the Park, through their designated representative, filed a protest of said CPI Application. That protest petition has been identified as Exhibit No. 6. The residents who signed the protests are hereinafter jointly referred to as “Petitioners”.
3. On January 27, 2021, City of Oxnard Rent Stabilization Director Karl Lawson notified the undersigned Hearing Officer, and the park management representatives, that the homeowners had filed a protest of the rent increase, and that he would be reviewing the signatures and comparing them to the rent roster to ascertain if there were sufficient valid signatures to meet the City Code’s threshold to trigger a protest hearing (Exhibit No. 8). Mr. Lawson conducted that review, and on January 29, 2021, notified the parties of his conclusion that the protest petition contained signatures representing at least eighty-two (82) of the 180 spaces in the park, and that therefore the 25 percent minimum threshold to

trigger a hearing had been met; see Exhibit No. 9.

4. The protest petition (Exhibit No. 6), which alleged six (6) specific service level reductions, lists the following as “Facilities, Services [or] Amenities that were reduced or eliminated during 2020”, as follows:

“1) Pool closed, unavailable for use since March 10, 2020. Residents counted on this for exercise, relaxation, fun.

“2) Spa closed, unavailable for use since March 10, 2020. Residents counted this for therapy, pain relief.

“3) Clubhouse closed, unavailable for use since March 10, 2020. Residents counted on their gatherings here.

“4) Public Restrooms closed, unavailable for use since March 10, 2020. This is a senior park, enough said.

“5) For each of the above 4 items, since March 10, 2020, routine maintenance, cleaning and wear-and-tear repairs were not done. Items 1 through 4 closures have a daily, direct, negative impact on homeowners.

“6) Major capital improvement-type maintenance. Usually done about every 5-x years. Needed in 2020:

- **Clubhouse, outside power washing/painting. As of Dec. 25, no work done in 2020**
- **Resurface all streets within park. Work began 12/11/20. Appears to be much more extensive than normal.”**

5. With respect to the requested remedy, the protest petition sets forth the “Proposed Remedy” follows:

“1) Deny the Imperial Oxnard Mobile Park application for a 2021 rent increase.

“2) We do understand that the facilities were closed because of the COVID-19 pandemic restrictions. However, we continued paying for those facilities throughout 2020 without actually receiving the use of such facilities. We wish to partially rectify the over-payment we made in 2020 by requesting that you deny the 2021 rent increase.”

6. On February 10, 2021, Ms. Susan Eveler, acting on behalf of the group of Homeowners who came to be designated as “Petitioners” in this matter, submitted a “Motion for the Hearing Officer to issue a Subpoena for Production of Records” (Exhibit No. 15). In the ensuing days, correspondence was exchanged between Ms. Eveler, the undersigned Hearing Officer, City of Oxnard Rent Stabilization Director Karl Lawson, and Ms. Tracy Cederoth, representing the management of the Park.

7. On February 19, 2021, the undersigned Hearing Officer issued a Subpoena for Production of Records (Exhibit No. 22), which provided detail on four categories of financial records which the park was directed to produce. Those financial records related to the bills and expenses incurred by the park, from January 2018 to early 2021, for electricity, and natural gas or propane, provided for the pool, spa, and clubhouse; maintenance service for the pool and spa; and cleaning and maintenance services for the clubhouse, public bathrooms, kitchen, library, pool hall, and card room. The park was directed to assemble and submit the records to the City by March 8, 2021.

8. In addition to directing the park to produce the subpoenaed records, Exhibit No. 15 also authorized the park to commence collecting the 2.02% CPI increase in space rents, effective March 1, 2021, as sought in the park’s application. This action was consistent with Section III (5) of Council Resolution 11,468.

9. Following a request by the park for additional time to assemble the subpoenaed materials, an extension until March 15, 2021, was granted by the undersigned Hearing Officer. On that date, Mr. Chris Chapman, representing the park, electronically transmitted more than 350 pages of records to the City (see Exhibits Nos. 23 through 26, and Exhibits Nos. 32-33). On March 19, 2021, Mr. Lawson sent a letter to the parties with a detailed summary of the financial records that were presented (Exhibit No. 28).

10. Mr. Lawson then coordinated correspondence between all parties regarding the scheduling and logistics of the hearing, which culminated in a conference call conducted by the undersigned Hearing Officer on April 5, 2021. A synopsis of that conference is set forth in Exhibit No. 34.

11. In accordance with an agreement among all parties, the evidentiary hearing on the Protest was calendared for April 22, 2021. The City prepared and issued a Notice of Hearing, in both English and Spanish, which was disseminated to all homeowners in the park on April 12, 2021 (Exhibit No. 35).

12. On April 22, 2021, a hearing on the Protest was conducted before the undersigned Hearing Officer. All parties were given appropriate written notice of the time, date, and location of the hearing. Due to the on-going COVID-19 pandemic, the hearing was conducted via “Zoom” technology, with the various parties participating via video-conferencing technology. The Petitioners were represented by Ms. Susan Eveler, their designated representative, and the Park was represented by Mr. Chris Chapman, Esq. of the Rudderow Law Group. Participating on behalf of J. and H. Asset Property Management, Inc., the Park’s management firm, was Ms. Tracy Cederoth. The City of Oxnard was represented by Principal Assistant City Attorney Ken Rozell, and Rent Stabilization Director Karl Lawson. Certified Shorthand Reporter Laura Frost created a

stenographic record and transcript of the hearing.

13. The various documents before me in this case have been marked as Exhibits, and a list of those Exhibits is appended to this Decision. Exhibits Number 1 through Number 38 were disseminated to all parties prior to the hearing. Exhibits No. 39 through No. 42, along with Exhibits H-1 through H-4, and Exhibit P-1, were identified and numbered subsequently.

14. Three witnesses were called by Petitioners' Representative Susan Eveler to present testimony on behalf of the protesting homeowners during the hearing of April 22, 2021. Two of those three witnesses testified in support of the Petitioners' position with respect to the issues of the swimming pool, the spa, and the clubhouse, and of the importance of those park-provided amenities to the homeowners. Ms. Charmain Redwood testified that she used the spa regularly to relieve her hip pain, and Ms. Penny Amundsen testified that she swam regularly in the pool for the therapeutic benefits that swimming provided to alleviate her physical condition.

15. A third witness who testified on behalf of the homeowners, Ms. Linda Knowlton, provided detailed testimony about the calculation methodology that was used to derive the dollar valuations of cost savings that are set forth in Exhibit H-4. The particulars of that analysis are discussed later in this Decision.

16. In addition to these witnesses, Ms. Eveler also presented her own testimony under oath. She testified that she had taken eighteen (18) of the twenty (20) photographs that constitute Exhibit H-1, and provided testimony regarding each of the items depicted in those photographs. Ms. Eveler also testified about the condition of and repairs to the park streets. Finally, Ms. Eveler testified about documentary Exhibits H-2 and H-3.

17. Ms. Tracy Cederoth testified on behalf of the management of Imperial Oxnard Mobile Estates. Her testimony centered on the source documents for the data that is presented on the spreadsheets that were identified as Exhibit P-1. In addition, Ms. Cederoth provided testimony about repairs that were made to the park's streets. Specifically, she testified that repairs to the concrete and asphalt were undertaken in December of 2020, and that the asphalt overlay work began on December 29, 2020. Ms. Cederoth testified that as of the date of the hearing, the work on the park streets had not yet concluded, but that a slurry seal was scheduled to be completed in May of 2021. Finally, she testified that the park had been charged \$170,190 for the streets repairs by the J. B. Bostick Company; however, no documentary evidence nor copies of any invoices for that work were introduced into the record. Petitioners did not cross-examine Ms. Cederoth on this, or on when street repairs had previously been undertaken.

18. The undersigned Hearing Officer notes that Petitioners did not request any documents related to the cost of street repairs in their request for issuance of a Subpoena for Records (Exhibit No. 15).

19. During the course of the presentation of the Petitioners' case-in-chief, and of the Park's rebuttal, representatives of both parties were offered the opportunity to, and did, cross-examine witnesses. In addition, the undersigned Hearing Officer also directed questions to the various witnesses. At the conclusion of the evidentiary portion of the hearing, the undersigned Hearing Officer proposed that the parties submit post-hearing briefs, and a briefing schedule was agreed upon, with briefs to be submitted on May 24, 2021. Subsequent to the hearing, the City notified all parties that the hearing transcript would not be available until mid-May, and the due date for briefs was changed to June 9, 2021. Each party submitted its post-hearing brief to Mr. Lawson by that date, who then in

turn transmitted the briefs to the opposing party and to the undersigned Hearing Officer.

20. The undersigned Hearing Officer has reviewed the transcript of the hearing, all Exhibits, and the parties' post-hearing submissions.

II. APPLICABLE SECTIONS OF CITY CODE AND GUIDELINES

21. Chapter 24 of the Oxnard City Code and Oxnard City Council Resolution No. 11,468 set forth the procedures that govern the processing of C.P.I. formula adjustment rent increase applications.

22. Chapter 24-9 of the Oxnard City Code states in pertinent part as follows:

SEC. 24-9. C.P.I. FORMULA ADJUSTMENT

(A) Procedure –

...
(2) CPI formula adjustment applications may be submitted no more than once a year. Any space rental increase as provided herein shall be effective on the date specified in the application or as otherwise approved by the Hearing Officer.

23. Section III of the Resolution states in pertinent part as follows:

III. CPI Formula Adjustment

(D) Notice and Petition for Hearing

4. The specific grounds for the protest shall be limited to a challenge of the Director's determination as to the accuracy of the application or the determination as to whether the owner has maintained the service level of the park. The hearing by the Hearing Officer shall be limited to those matters which are specifically identified in the protest.

5. In the event a protest is filed, residents shall remit to the park owner the full amount of the requested CPI formula adjustment, in accordance with the application, while the protest hearing is conducted by the Hearing Officer. Upon the conclusion of the protest hearing, the Hearing Officer shall issue a written decision which shall specify the amount of the permissible rent adjustment for each covered space.

24. Chapter 24-13 of the Oxnard City Code states in pertinent part as follows:

SEC. 24-13. MAINTENANCE OF SERVICES

(C) Hearing Officer review of services --

- (1) Residents shall have 35 days from the date that a notice of an owner's application for a space rental adjustment...is mailed to file a protest with the Director to the adjustment based on the owner's reduction or deletion of services within the park since the last adjustment.
- (2) ...If an owner deleted or reduced a service after the last adjustment, the Hearing Officer shall have the power to reduce the pending adjustment by the amount saved by the owner due to the deletion or reduction...

III. ISSUES

25. The questions that must be answered by the undersigned Hearing Officer in this matter are:

Issue #1. What are the facts related to the pool? Do those facts constitute evidence of a reduction of services and/or amenities?

Issue #2. What are the facts related to the spa? Do those facts constitute evidence of a reduction of services and/or amenities?

Issue #3. What are the facts related to the clubhouse? Do those facts constitute evidence of a reduction of services and/or amenities?

Issue #4. What are the facts related to the public restrooms? Do those facts constitute evidence of a reduction of services and/or amenities?

Issue #5. Did the park reduce or unduly delay major capital improvement-type maintenance with respect to the clubhouse (outside power-washing and painting) and the resurfacing of the park streets? Do the park's actions support a finding of a reduction of services and/or amenities?

Issue #6. If any of the park's actions regarding the matters set forth in the previous five questions are found to constitute reductions in services and/or amenities, is there any evidence to demonstrate that the park enjoyed the benefit of any monetary savings due to said reductions in services and/or amenities? If so, what is the dollar value of said savings?

IV. DISCUSSION

26. At the outset of the hearing, I stated that in order for the homeowners to prevail on this rent protest hearing, the Petitioners would need to (a) demonstrate that the park had eliminated or reduced services or amenities; and (b) introduce evidence showing the dollar value of cost savings accruing to the park as a result of one or more of the alleged service level reductions.

27. The Park noted, and the Petitioners concur, that any closure or reduced ability to use the park-provided facilities in the common areas (such as the pool, spa, clubhouse, and public restrooms) arose out of the public health measures implemented because of the COVID-19 pandemic. I note that under Chapter 24 of the City Code, the reason for which a reduction has been made to a particular service or amenity is not at issue. The matter for the Hearing Officer to decide is *whether* there has been a reduction in a service or amenity, not *why* there might have been a reduction.

28. I turn first to Issues #1 through #4, the alleged reductions in common-area services and amenities provided by the park to park residents. Imperial Oxnard is one of several mobile home parks in the portfolio of J. & H. Asset Property Mgt., Inc. Exhibit H-2 is a memo issued on March 10, 2020, by Mr. James Joffe and Mr. Thomas Pacelli, the principals at J. & H. The memo is directed to the resident managers at all J. & H.-managed parks. That memo summarizes the situation with respect to the COVID-19 virus, and highlights the steps being taken to limit potential exposure of residents and employees to the virus. Exhibit H-2 states in pertinent part as follows: “*Effective immediately, all common areas will remain closed...*”

29. The pool, the spa, the clubhouse, and the public restrooms all fall under the definition of “common areas” of the park. The closure of the facilities constitutes a reduction in the level of services provided by the park to park residents (regardless of the reason for the closure).

30. Thus, with respect to Issues #1 through #4, as set forth in paragraph 25 on the preceding pages, the answer is identical for each of those four issues, to wit: the facilities were all closed during the year in question, and said closures constitute a reduction in the level of services.

31. I now turn to the two allegations presented in Issue #5, which involves whether or not the park reduced or unduly delayed the maintenance of two specific capital assets in the park. The first relates to the exterior of the clubhouse (i.e., painting and power-washing), and the second relates to the condition of the park streets.

32. A total of twenty (20) photographs were introduced by Petitioners in Exhibit H-1,

depicting the various park facilities which are the subject of the homeowners' protest. Photographs 16, 17 and 18 show the exterior of the clubhouse, and Photographs 19 and 20 depict two sections of park streets.

33. Petitioners also presented testimony about the clubhouse exterior and the park streets. Ms. Eveler noted that Photograph 16 depicted the clubhouse "after the power washing", and stated that "as you can see, it is still in sore need of another power wash...It looks terrible." (Transcript, Page 21). No testimony was offered, nor any other evidence introduced, regarding how often a power-washing of the clubhouse had occurred in the past, or how often a power-washing was needed, or should regularly be performed.

34. Ms. Cederoth testified that the power-washing was performed on July 27, 2020 (Transcript, page 68), and the park presented a copy of an invoice for that date substantiating her statement.

35. In examining Photographs 16 through 18, it is possible to discern markings on the upper portion of the roof of the clubhouse which appear to be (and which Exhibit H-1 identifies as) bird droppings. Ms. Eveler testified that the photos were taken after the power washing; there are no "before" photographs to provide a basis for comparison, nor any testimony as to how the roof appeared prior to the July 2020 power washing. More significant, there is no testimony or evidence in the record about the frequency of power-washing in 2019 or before.

36. While I do find the appearance of the clubhouse roof as depicted in the photographs to be slightly unappealing, that judgment is not sufficient to support a finding of a reduction in service. In order to find that the service level has been reduced in this matter, there must be evidence that the level of cleanliness/appearance of the clubhouse

exterior, including the roof, was better in 2019 and before than it was in 2020. If in the years prior to 2020, the clubhouse was painted every two years (for example), and the clubhouse and its roof were power-washed every two months, then there would be a basis to demonstrate a reduction in service (and for the power washing allegation, a cost savings, based on the invoice in the record). However, no such evidence was introduced.

37. Petitioners also refer in their protest petition (Exhibit No. 6) to the park streets, stating as follows: “Resurface all streets within park. Work began 12/11/20. Appears to be much more extensive than normal.”

38. On its face, that statement appears to undercut, at least in part, any claim that the park is not maintaining the park’s streets at an acceptable level. However, the application year for the park’s rent increase application runs from March of 2020 through February of 2021. It is thus at least conceivable that the condition of some portion of the park’s streets was in a state of such disrepair from March 1, 2020, through December 10, 2020, as to be deemed as unacceptable and a result of undue delays in maintenance for that portion of the application year (and thus possibly a reduction in services). For this reason, it is necessary to examine the testimony and evidence that was presented with respect to the maintenance of park streets.

39. Ms. Eveler testified as follows:

“The roads in the park have needed to be repaired as well as sealed. But roadwork did begin in December 2020, to give the park its due...But only the road entering the park and one other road, Bradfield, were repaired. All the other roads looked like this and actually appear worse than they did before.” [*Transcript, Page 21*]

By “look like this” the witness was referring to Photographs Number 19 and 20.

40. Ms. Cederth, testifying for the park, stated that work on the park streets began on December 11, 2020, and continued through December 29, 2020. The specific work performed were concrete repairs, asphalt repairs, and an asphalt overlay (*Transcript, Page 68*). She further testified that an “overlay” was performed for the first two streets, Borrego and Bradfield; that the repairs and overlay consist of crack fills; that the entire park would be slurry-sealed; and that that slurry seal was scheduled for the month of May 2021 (*Transcript, Page 71*). The contractor hired by the park for this street work, J. B. Bostick, charged the park \$170,190 for the entire job (*Transcript, Page 72*).

41. Section IX of City Council Resolution No. 11,468 contains the “Schedule of Amortization of Capital Expenditures for Mobilehome Parks”. On many occasions, the undersigned Hearing Officer has turned to this Schedule to calculate cost savings based on the useful life of particular assets. That Schedule table states that the Asset Life for paving can be broken down into two components: four (4) years for Reslurry, and eight (8) years for Resurfacing. In another section, the Schedule indicates that the Asset Life for “Land improvements, such as sidewalks [and] roads...” is twenty (20) years

42. In this case, the evidence in the record indicates that the park performed certain repairs to the concrete and asphalt in December of 2020, and re-slurried the park streets in the spring of 2021. Since there is no evidence in the record indicating in which prior year any similar street work was last performed, it is not possible to determine whether the park had unduly delayed performing the maintenance. Had it been demonstrated that the last time the cracks in the pavement had been repaired, or the last time the streets had been re-slurried, was more than eight years ago, it could conceivably be interpreted to mean that the delay had been excessive. However – and as stated in Petitioners’ brief (Exhibit No. 41) at page 3, there is no such evidence in the record, and thus I cannot arrive at such a determination.

43. In Exhibit H-4, at page 11, Petitioners state that “Major street repair and paving was not completed in 2020, nor has it been completed yet. There are no records to determine cost; therefore, nothing can be determined regarding cost savings.”

44. The evidence in the record thus leads to the following conclusions:

- (a) The fact that the Park invested in street repairs beginning December of 2020 indicates that park streets were in need of some maintenance in the year 2020.
- (b) It is not clear when any previous maintenance work on the streets had been performed, in the years before 2020.
- (c) It is not clear whether the condition of the park streets between March of 2020 and December of 2020 was at an unacceptable level, or had been unduly delayed, when viewed with respect to the useful Asset Life, as defined in Resolution No. 11,468, Section X.

45. In summation, the answer to the question posed in Issue #5 can be stated as follows: For the reasons set forth in the preceding paragraphs 31 through 44, it is not possible to make a finding that there has been a service level reduction with respect to the exterior of the clubhouse, whether as applied to the need for painting or power-washing; nor is it possible to support a finding that the condition of the park streets, at any time in the year 2020, was such that it could be considered a reduction in services.

46. The responses to the questions posed in the first five Issues set forth in paragraph 25 are now clear. As set forth in paragraph 30, there is sufficient evidence to support a finding of service level reductions for Issues #1 through #4 (pool, spa, clubhouse, public bathrooms). Paragraph 45 reaches the opposite conclusion with respect to the exterior of the clubhouse and the park streets.

47. This brings us to Issue #6, the determination of the amount of cost savings that the park has enjoyed as a result of the four reductions in service levels that have been found. The evidence regarding costs is set forth in Exhibit P-1 and Exhibit H-4, augmented by the testimony of Ms. Cederoth and Ms. Knowlton.

48. It is notable that the Park and the Petitioners both agree on, and do not dispute, the veracity of the financial records that were provided in response to the Subpoena issued on February 19, 2021. Unlike in other cases which have been argued before the undersigned Hearing Officer, this case does not present gaping holes in evidence, nor competing estimates for work that could be performed. This evidentiary record provides actual invoices covering three years worth of expenses, as sought by the Petitioners.

49. The Park and the Petitioners present two starkly different ways of interpreting this evidence. The Park points to the actual amounts paid for specific expenses (such as electricity, gas, maintenance, etc.) from 2018 and 2019, and compares those expenditures to the actual amounts paid for those same items in 2020 and the first two months of 2021. By comparing the monthly averages for the cost of those items in the first time period with the second time period, the park calculates whether it is spending more now, or less now, than it did prior to March of 2020. The conclusions from Exhibit P-1 are as follows:

	<u>Average Monthly Cost</u>			
	<u>Electric</u>	<u>Gas</u>	<u>Maintenance</u>	<u>Pool and Spa</u>
2018	\$640.27	\$3458.09	\$300.00	\$ 629.24
2019	638.22	4090.16	401.51	469.46
2020	661.65	4228.87	2810.47	968.68
2021	1025.17	10,563.90	0	203.62

Comparing actual dollars spent in the two years prior to the 2020 application year to actual dollars spent in the application year demonstrates that not only was there no savings enjoyed by the park, but that its expenses actually *increased* in 2020.

50. The Petitioners take very different approach to calculating “savings” due to the reductions in services. That approach is set forth in Exhibit H-4, and was explicated by the testimony of Ms. Knowlton. Rather than looking at dollars spent, the Petitioners look to two other pieces of data in their calculations: the amount of rent paid by the homeowners, and the percentage of the park’s “Common Area Facilities” that were subject to closure due to the pandemic (as set forth in Exhibit H-3). Further, the Petitioners calculate what they believe to be a dollar value of what those services are worth to homeowners, on a daily and annual basis. In addition to performing a considerable set of calculations drawn from those two pieces of source data, the Petitioners also highlight the value to the residents of the services that were not provided.

51. The undersigned Hearing Officer read Exhibit H-4 in its entirety, and reviewed with great care the testimony of Ms. Knowlton. The length and complexity of the calculations set forth in Exhibit H-4 are somewhat difficult to summarize, but the key elements are as follows:

- (a) Exhibit H-3 indicates that the pool, the spa, and the clubhouse were three (3) of the ten (10) “Common Area Facilities” declared by the Park in its Park Rental Agreement Disclosure form;
- (b) Since three is 30% of ten, Petitioners conclude that 30% of all common areas were subject to the reduction in services;
- (c) The 2.97% CPI rent increase that the park received in the year 2020 yielded an increase in the annual rental income of the park of \$31,990.00; and
- (d) Thirty percent of \$31,990.00 is \$9,597.00, which represents the dollar value of the cost savings enjoyed by the park due to the reduction in services.

52. Ms. Knowlton also offered testimony on how she had calculated what she referred to as “cost value” and “rent overpayment” amount (of \$1032/day for the pool, spa and clubhouse); and what percentage of days and hours the various facilities were closed in 2020, as a way of stressing the importance of those facilities to the homeowners in the park. She also testified in support of Petitioners’ position that the actual cost of the utility bills should not be utilized, and instead, should be offset by a “Climate Credit.”

53. Section 24-13 of the City Code states in subsection (C)(2) as follows:

(2) ...If an owner deleted or reduced a service after the last adjustment, the Hearing Officer shall have the power to reduce the pending adjustment by the amount saved by the owner due to the deletion or reduction...

54. Jewelers often persuade consumers that they are “saving” lots of money by advertising a diamond ring as “40% off” full price, thereby convincing people that they are saving money because the ring has a value much higher than the amount paid for it. In some cases that may be true, but usually, it is just a marketing ploy. The only way there would be a true “savings” is if the consumer actually paid the so-called “full price” last year for the same ring, but now pays 40% less this year. In that case, there would actually be a savings. Additionally, the person to whom the purchaser gave the ring last year may place a value on it that is much higher than the price paid, arising from the circumstances of when it was given and under what circumstances. What is paid for the ring is the *cost*; what it is worth in the eye of the receiver is the *value*.

55. Similarly, the single most important factor in a homeowner’s decision to purchase a home in the Park may have been access to a swimming pool. That particular amenity thus has a *value* to that homeowner far in excess of that homeowners’ share of the *cost* in dollars to the park of providing that pool. Value is in the eye of the beholder.

56. The Petitioners' argument in this case essentially urges the undersigned Hearing Officer to re-interpret the language of Chapter 24-13(C)(2) such that the words "*the amount saved by the owner*" instead means "*the value or worth, in the eyes of the homeowners, of the services that have been reduced.*" But that is not what the City Code says. I must compare dollars expended in previous years to dollars expended in the application year, in order to calculate the amount "saved" by the Park owner. I am bound by the City Code to look at actual costs, not at perceived value.

57. The only way in which I as a Hearing Officer could legally deny the proposed 2.02% rent increase would be if the homeowners were to present evidence that the Park paid less for a particular expense in 2020 than it did in 2019 or before.

58. I have reviewed all of the documents which have been numbered as Exhibits in order to see whether there is anything there about dollars or cost savings to the park. I can find no such evidence or information in any of the documents. The evidence all points in the other direction: the park expended more money on these facilities in 2020 than it did in 2018 and 2019.

59. Because there is no evidence in the record supporting a finding cost savings with respect to the four amenities identified in Issues No. 1 through No. 4, I cannot deny the park the full amount of the 2.02% rent increase it seeks by its application.

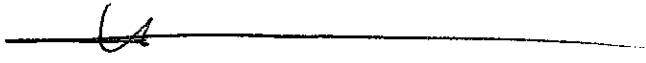
IV. ORDER

60. In accordance with the above, the Hearing Officer dismisses the Petitioners' protest petitions, with prejudice. The park is authorized to collect the 2.02% C.P.I. rent adjustment effective March 1, 2021.

61. I direct the City staff to prepare a full administrative record, including all Exhibits,

for dissemination to the parties' representatives, and to notify the homeowners of this decision.

It is so ordered on this 10th day of July, 2021.



David B. Hart, Hearing Officer

LIST OF EXHIBITS

(Exhibits No. 1 through 16; Additional Exhibits listed on following pages)

- No. 1 Oxnard City Code, Chapter 24: Mobile Home Parks
- No. 2 Oxnard City Council Resolution No, 11468 (Guidelines for Implementation of the City of Oxnard Mobile Home Park Rent Stabilization Ordinance), effective December 10, 1998
- No. 3 C.P.I. Formula Adjustment Application submitted by Imperial Oxnard Mobile Estates, dated 11/3/2020, with cover letter dated 11/15/2020
- No. 4 Notice of C.P.I. Formula Adjustment (six pages, English and Spanish) dated 1/12/21
- No. 5 Letter from Mr. Karl Lawson to Ms. Tracy Cederoth, dated 1/12/21
- No. 6 Twenty-five (25) page Protest Petition, received 1/26/21
- No. 7 Letter from Ms. Susan Eveler dated 1/26/21
- No. 8 Letter from Lawson to Hearing Officer David B. Hart, dated 1/27/21
- No. 9 Letter from Lawson to Ms. Cederoth and Ms. Eveler, dated 1/29/21, with attached chart entitled "Comparison of 124 Signatures on January 2021 Protest Petition"
- No. 10 E-mail chain of 1/27/21 and 1/29/21, between Lawson and Ms. Cederoth and Ms. Eveler
- No. 11 E-mail correspondence between Ms. Eveler and Mr. Lawson dated 2/1/21
- No. 12 E-mail from Lawson to all parties, dated 2/1/21, 2:49 p.m.
- No. 13 E-mail chain of 2/3/2021
- No. 14 E-mail from Lawson to all parties, dated 2/8/2021
- No. 15 Homeowners request for Subpoena for production of records, submitted 2/10/21, 2:48 p.m.
- No. 16 E-mail from Lawson to Hearing Officer Hart, 2/10/21, 4:10 p.m.

LIST OF EXHIBITS
(Exhibits No. 17 through 34)

- No. 17 Email from Hearing Officer Hart to all parties, 2/10/21
- No. 18 Email chain of 2/11/21 between James Joffe and Mr. Lawson
- No. 19 Email from Tracy Cederoth to Hearing Officer Hart, 2/17/21
- No. 20 Email from Ms. Eveler to Mr. Hart and Mr. Lawson, 2/18/21
- No. 21 Email from Ms. Cederoth to Mr. Lawson, 2/19/21
- No. 22 Subpoena for Production of Records, issued 2/19/21
- No. 23 E-mail chain of 2/25/21 between Ms. Cederoth and Mr. Hart
- No. 24 E-mail from Chris Chapman to all parties, 3/8/21
- No. 25 E-mail chain between Mr. Chapman and Mr. Lawson, 3/9/21
- No. 26 E-mail of 3/15/21, Mr. Chapman to Mr. Lawson, with link to Documents provided by Imperial Oxnard in response to Subpoena for Production of Records; and reply of 3/16/21 from Mr. Lawson
- No. 27 E-mail from Lawson to Mr. Chapman and Ms. Eveler, 3/19/21
- No. 28 Letter from Lawson to Ms. Eveler and Ms. Cederoth, dated 3/19/21
- No. 29 E-mail chain between Ms. Eveler and Mr. Lawson, 3/25/21–3/26/21
- No. 30 E-mail chain of parties, 3/29/21 – 3/30/21
- No. 31 E-mail from Mr. Chapman to Mr. Lawson, 4/1/21
- No. 32 E-mail chain between Ms. Eveler and Mr. Lawson, 4/1/21
- No. 33 E-mail from Mr. Chapman to Mr. Lawson, 4/5/21
- No. 34 E-mail from Lawson to all parties, 4/7/21

LIST OF EXHIBITS
(Exhibits No. 35 through 42)

- No. 35 Notice of Hearing of April 22, 2021 (two pages, English and Spanish; with attached page on how to access Zoom meeting), dated 4/12/21
- No. 36 Water and Sewer Utility Passthrough Decision issued by Hearing Officer Hart on October 18, 2019
- No. 37 Mobilehome Rent Review Board Resolution No. 92-18, issued 6/25/92
- No. 38 Letter from Mr. Lawson to Jeanne Pacelli approving 2020 C.P.I. Rent Increase, dated January 23, 2020
- No. 39 Letter from Mr. Chapman to Mr. Hart, dated 4/21/2021
- No. 40 Email from Lawson to Mr. Hart and parties, dated 6/9/2021
- No. 41 Imperial Oxnard ME Homeowenrs' Post-Hearing Brief, dated 6/8/2021
- No. 42 Post-Hearing Brief by Imperial Oxnard Mobile Estates, dated 6/9/2021

EXHIBITS INTRODUCED BY PARK

(Admitted into the Record at the Hearing of April 22, 2021)

- Ex. P-1 Financial Ledgers (4 pages) with monthly costs for Electric, Gas, Maintenance, Pool and Spa, for calendar years 2018, 2019, and 2020, and for January and February of 2021

EXHIBITS INTRODUCED BY HOMEOWNERS

(Admitted into the Record at the Hearing of April 22, 2021)

- Ex. H-1 Set of twenty (20) photos taken in Imperial Oxnard Mobile Estates, of various common areas in the park
- Ex. H-2 Memo dated March 10, 2020, from J & H Asset Property Mgt., Inc., to “All Resident Managers and Yorba Linda Office Staff”
- Ex. H-3 Mobile Home Park Rental Agreement Disclosure form for Imperial Oxnard Mobile Estates, dated September 7, 2017
- Ex. H-4 Sixteen-page document setting forth Homeowners “Computation of the Park’s Savings”

EXHIBIT INTRODUCED BY CITY OF OXNARD

Transcript of Hearing of April 22, 2021 (produced by Ms. Laura Frost, CSR No. 8173, West Coast Court Reporters)

**PROPERTY: IMPERIAL OXNARD MOBILE HOME PARK
2018 ELECTRIC, GAS, MAINTENANCE, POOL & SPA**

Month	ELECTRIC	GAS	MAINTENANCE	POOL & SPA
January	\$625.85	\$5,739.88	\$300.00	\$1,093.12
February	\$631.55	\$4,969.87	\$300.00	\$405.51
March	\$646.24	\$6,581.15	\$300.00	\$520.06
April	\$636.18	\$4,004.12	\$300.00	\$862.86
May	\$582.64	\$2,864.55	\$300.00	\$561.75
June	\$621.91	\$2,629.57	\$300.00	\$1,192.84
July	\$737.83	\$1,317.92	\$300.00	\$738.95
August	\$787.54	\$1,445.70	\$300.00	\$799.24
September	\$643.67	\$1,680.15	\$300.00	\$433.85
October	\$532.74	\$1,850.41	\$300.00	\$190.93
November	\$586.31	\$2,706.29	\$300.00	\$317.07
December	\$650.73	\$5,707.49		\$434.66
Total	\$7,683.19	\$41,497.10	\$3,300.00	\$7,550.84
Average	\$640.27	\$3,458.09	\$300.00	\$629.24

**PROPERTY: IMPERIAL OXNARD MOBILE HOME PARK
2019 ELECTRIC, GAS, MAINTENANCE, POOL & SPA**

Month	ELECTRIC	GAS	MAINTENANCE	POOL & SPA
January				\$324.65
February		\$8,227.92		\$299.14
March		\$10,054.93		\$427.92
April	\$486.04	\$4,759.36	\$300.00	\$288.99
May		\$3,330.83	\$422.21	\$336.01
June	\$1,087.84	\$3,636.31	\$202.34	\$1,032.73
July	\$821.22	\$1,900.53	\$404.68	\$655.78
August	\$391.72	\$1,450.07	\$607.02	\$533.55
September	\$656.03	\$1,231.57	\$404.70	\$457.78
October	\$594.95	\$2,099.26	\$463.26	\$835.87
November	\$550.60	\$2,751.28	\$404.71	\$231.58
December	\$517.38	\$5,549.67	\$404.68	\$209.55
Total	\$5,105.78	\$44,991.73	\$3,613.60	\$5,633.55
Average	\$638.22	\$4,090.16	\$401.51	\$469.46

**PROPERTY: IMPERIAL OXNARD MOBILE HOME PARK
2020 ELECTRIC, GAS, MAINTENANCE, POOL & SPA**

Month	ELECTRIC	GAS	MAINTENANCE	POOL & SPA
January	\$568.67	\$9,844.55	\$623.97	\$4,129.62
February	\$513.50	\$9,706.81	\$421.61	\$200.24
March	\$513.02	\$6,894.01	\$2,802.13	\$526.73
April	\$982.10	\$312.28		\$209.55
May	\$409.62	\$1,963.17	\$4,150.00	\$185.00
June	\$508.13	\$2,441.42		\$4,168.87
July	\$615.47	\$2,692.06	\$2,000.00	\$523.70
August	\$549.65	\$2,711.60		\$301.19
September	\$571.60	\$3,796.97	\$5,440.00	\$366.56
October	\$1,116.65	\$1,325.83		\$642.64
November	\$1,051.39	\$3,096.01		\$185.00
December	\$540.03	\$5,961.75	\$4,235.59	\$185.00
Total	\$7,939.83	\$50,746.46	\$19,673.30	\$11,624.10
Average	\$661.65	\$4,228.87	\$2,810.47	\$968.68

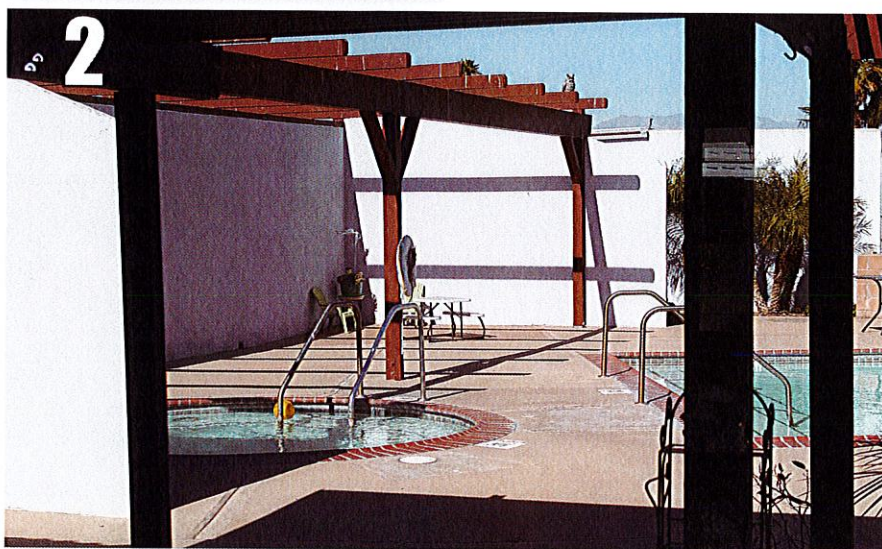
**PROPERTY: IMPERIAL OXNARD MOBILE HOME PARK
2021 ELECTRIC, GAS, MAINTENANCE, POOL & SPA**

Month	ELECTRIC	GAS	MAINTENANCE	POOL & SPA
January	\$1,037.26	\$13,508.21		\$203.62
February	\$1,013.07	\$7,619.59		
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				
Total	\$2,050.33	\$21,127.80	\$0.00	\$203.62
Average	\$1,025.17	\$10,563.90	#DIV/0!	\$203.62

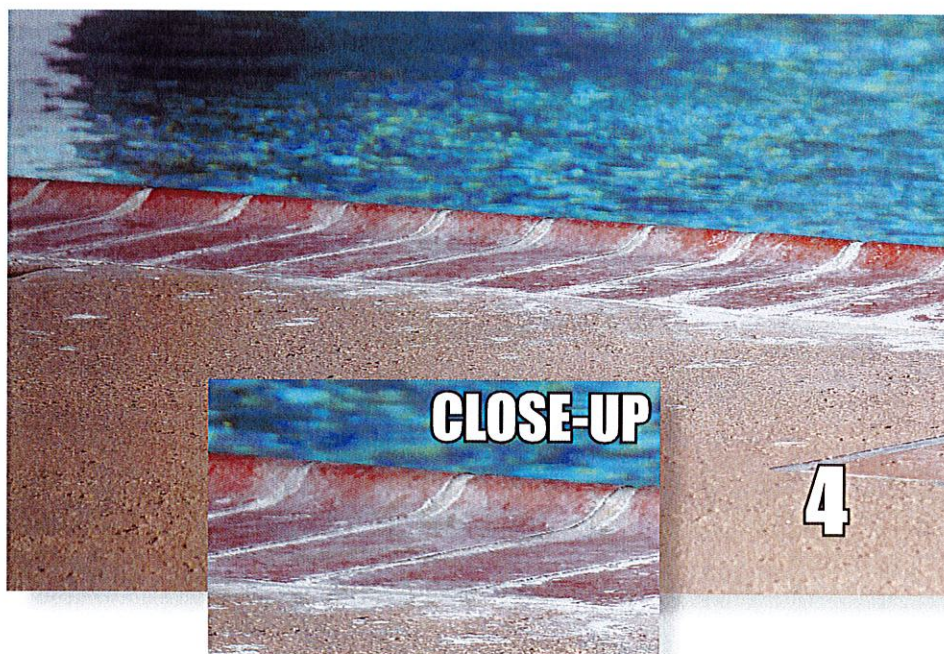
IMPERIAL OXNARD MOBILE HOME ESTATES



Photos:
Pool/Spa area

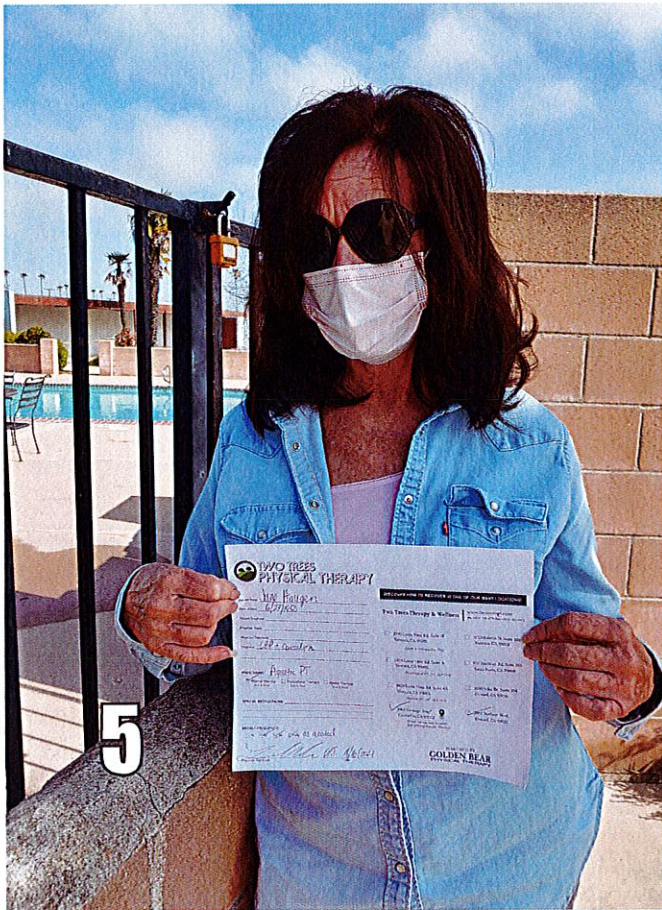


Pump Barn • Bird droppings



IMPERIAL OXNARD MOBILE HOME ESTATES

Pool Area -cont.

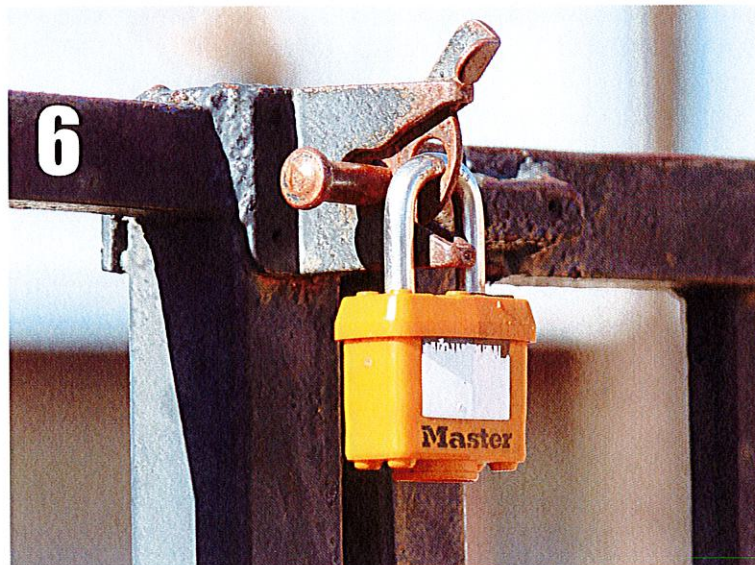


TWO TREES PHYSICAL THERAPY
Patient Name: June Haugen
Date of Birth: 6/23/1956
Patient Telephone: _____
Physician Name: _____
Physician Telephone: _____
Diagnosis: LBP w/ Cervicogenic
PRESCRIBING: Aquatic PT
 Physical Therapy End & Start Occupational Therapy End & Start Speech Therapy End & Start
SPECIAL INSTRUCTIONS: _____
WEEKLY FREQUENCY: to visit as needed
Signature: [Signature] P.T. 4/16/2021
POWERED BY GOLDEN BEAR PHYSICAL THERAPY

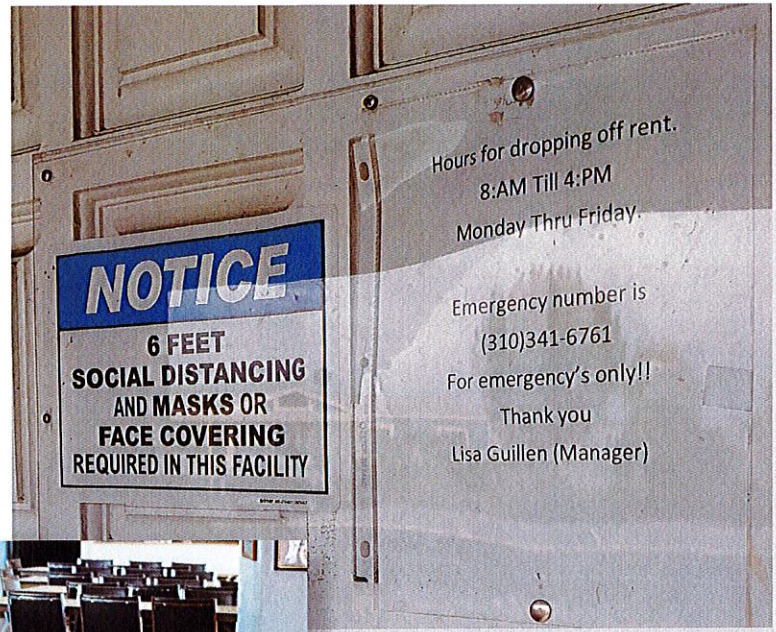
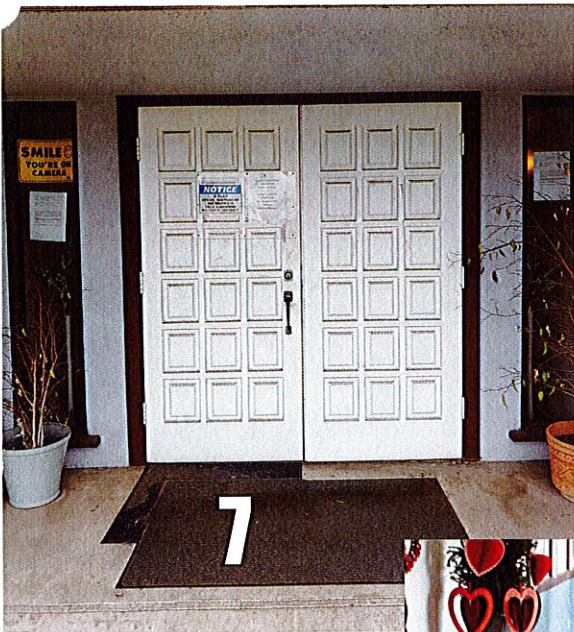
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- 5725 Balaton St. Suite 103, Ventura, CA 93003
- 3418 Loma Vista Rd. Suite A, Ventura, CA 93003 | Neurological PT, OT, SLP Only
- 957 Faulkner Rd. Suite 103, Santa Paula, CA 93060
- 3418 Loma Vista Rd. Suite 4A, Ventura, CA 93003 | Physical PT, OT, SLP Only
- 2109 Solar De Suite 204, Oxnard, CA 93036
- 630 Ven Hugo Way, Camarillo, CA 93012 | Check out our new location, now offering Aquatic Therapy!
- 2611 Stadium Blvd., Oxnard, CA 93021

June • Lock on gate



IMPERIAL OXNARD MOBILE HOME ESTATES



Photos:

Clubhouse
Entry



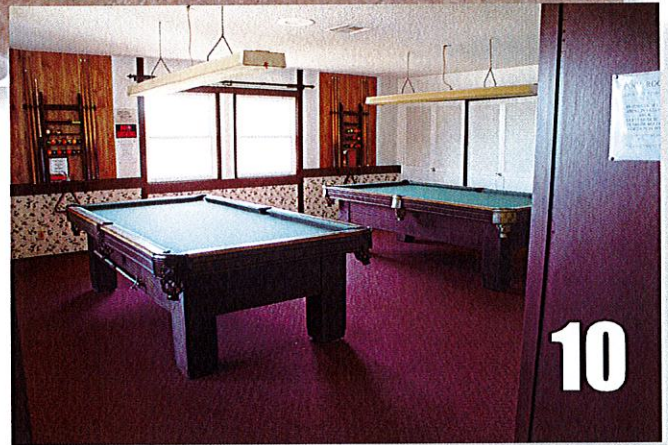
Main Room



IMPERIAL OXNARD MOBILE HOME ESTATES



- Kitchen
- Pool Room
- Card Room • Library



IMPERIAL OXNARD MOBILE HOME ESTATES



Photos:

Clubhouse



Bathroom



IMPERIAL OXNARD MOBILE HOME ESTATES



Photos:
Clubhouse



Bird droppings



IMPERIAL OXNARD MOBILE HOME ESTATES



Photos:

Road
work
with-in
park



IMPERIAL OXNARD MOBILE HOME ESTATES

Photos: March 10th 2020 Letter about Covid-19 closure

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J & H ASSET PROPERTY MGT., INC.
22880 SAVI RANCH PKWY, YORBA LINDA, CA 92887
TELEPHONE (714) 974-0397 • FAX (714) 283-3225

TO: ALL RESIDENT MANAGERS AND YORBA LINDA OFFICE STAFF
FROM: JAMES JOFFE & THOMAS PACELLI
SUBJECT: IMPORTANT HEALTH AND SAFETY GUIDELINES – COVID-19
DATE: MARCH 10, 2020

Our state and nation are taking precautions to stop the spread of coronavirus (COVID-19) by limiting and or banning large gatherings. Nothing is more important to us here at J & H Asset Property Mgt., Inc. than the health and safety of our employees and the residents of our communities. To support these efforts, and limit potential exposure of our residents and employees to the COVID-19 virus is to close the common areas (pool, clubhouse, spas, gyms, etc.) and limit office, face to face, interaction until further notice. We are putting our trust into the hands of the health official's guiding our country and we will follow the safety guidelines that have been established.

Therefore, effective immediately, all common areas will remain closed and unless its an emergency we are asking that all residents contact their park managers via the office phone or email and not come into the office for a face to face interaction.

We are enclosing a letter to your residents advising them of the closure of the facilities and how they are to contact you.

We have enclosed a memo from WMA with further guidelines and resources for employees to reference as a shared community to educate ourselves, to be informed and how to protect ourselves.

IMPERIAL OXNARD MOBILE HOME ESTATES

Rental Agreement

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Residents copy

Space # [REDACTED]

XI



Western
Manufactured Housing Communities
Association

MOBILEHOME PARK RENTAL AGREEMENT DISCLOSURE

THIS DISCLOSURE STATEMENT CONCERNS THE MOBILEHOME PARK KNOWN AS IMPERIAL OXNARD MOBILE EST.
(Park Name)
1010 SAVIERS ROAD IN THE CITY OF OXNARD COUNTY OF VENTURA
(Park Address)
CALIFORNIA.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE PARK AND PARK COMMON AREAS AS OF 1-1-2016
(Date)
IN COMPLIANCE WITH SECTION 798.75.5 OF THE CIVIL CODE.

IT IS NOT A WARRANTY OF ANY KIND BY THE MOBILEHOME PARK OWNER OR PARK MANAGEMENT AND IS NOT A SUBSTITUTE FOR ANY INSPECTION BY THE PROSPECTIVE HOMEOWNER/LESSEE OF THE SPACE TO BE RENTED OR LEASED OR OF THE PARK, INCLUDING ALL COMMON AREAS. REFER TO THE STATEMENT. THIS STATEMENT DOES NOT CREATE ANY NEW DUTY OR NEW LIABILITY ON THE PART OF THE MOBILEHOME PARK OWNER OR MOBILEHOME MANAGEMENT OR AFFECT ANY DUTIES THAT MAY HAVE EXISTED PRIOR TO THE ENACTMENT OF SECTION 798.75.5 OF THE CIVIL CODE, OTHER THAN TO DISCLOSE THE INFORMATION REQUIRED BY THE STATEMENT.

Are you (the mobilehome park owner/mobilehome park manager) aware of any of the following:

A. Park or common area facilities	B. Does the park contain this facility?		C. Is the facility in operation?		D. Does the facility have any known substantial defects?		E. Are there any uncorrected park citations or notices of abatement relating to the facilities issued by a public agency?		F. Is there any substantial, uncorrected damage to the facility from fire, flood, earthquakes, or landslides?		G. Are there any pending lawsuits by or against the park affecting the facilities or alleging defects in the facilities?	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Clubhouse	X		X			X		X		X		X
Walkways	X		X			X		X		X		X
Streets, roads and access	X		X			X		X		X		X
Electric utility system		X								X		X
Water utility system	X		X			X		X		X		X
Gas utility system	X		X			X		X		X		X
Common area lighting system	X		X			X		X		X		X
Septic or sewer system	X		X			X		X		X		X
Playground		X				X		X		X		X
RV storage		X										
Parking areas	X		X			X		X		X		X
Swimming pool	X		X			X		X		X		X
Spa pool	X		X			X		X		X		X
Laundry		X								X		X
Other common area facilities*												

*If there are other important park or common area facilities, please specify (attach additional sheets if necessary):
NO

If any item in C is checked "no", or any item in D, E, F, G, or H is checked "yes", please explain (attach additional sheets if necessary):

The mobilehome park owner/park manager states that the information herein has been delivered to the prospective homeowner/lessee a minimum of three days prior to the rental agreement and is true and correct to the best of the park owner/park manager's knowledge as of the date signed by the park owner manager.

Park Owner/Manager:
JUDITH LINZEY
(Print Name)

By: Judith Linzey
(Signature)

Date: Sept. 7, 2017

WE ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE PARK OWNER/MANAGER STATEMENT.

Prospective Homeowner

essee:

date:

Prospective Homeowner

essee:

date:

Park Owner/Manager: Judith Linzey

Title: Office Manager

Park Owner/Manager:

Title:

IMPERIAL OXNARD ME RESIDENTS' PARK COST SAVINGS DOCUMENT RE: PROTEST OF 2021 RENT INCREASE.

COMPUTATION OF THE PARK'S COST SAVINGS.

➤ **POOL, SPA & CLUBHOUSE (PUBLIC BATHROOMS ARE IN THE CLUBHOUSE) ARE GROUPED AND TREATED AS ONE.**

- **RECORDS OF BILLS WERE RECEIVED FOR 3 YEARS 2020, 2019, 2018, WITHOUT THE ABILITY TO SEPARATE WHICH AREA THEY WERE FOR, THEREFORE THE 3 FACILITIES ARE GROUPED AS ONE, POOL/SPA/CLUBHOUSE (ALSO REFERRED TO AS PSC). THE ASSUMPTION IS MOST PERTAIN TO POOL, SPA & CLUBHOUSE, UNLESS OTHERWISE OBVIOUS BY THE DESCRIPTION ON THE RECORD.**
- **ONLY 3 OF THE 10 COMMON AREA FACILITIES (THE 10 ARE SEEN ON OUR MOBILEHOME PARK RENTAL AGREEMENT DISCLOSURE) WERE CLOSED BECAUSE OF THE COVID-19 PANDEMIC; THUS, ONLY THESE 3 FACILITIES, POOL, SPA AND CLUBHOUSE, ARE CONSIDERED IN DETERMINING THE PARK'S COST AND COST SAVINGS. 30% OF ALL COMMON AREAS WERE CLOSED.**
- **ALL BILLS THAT FELL UNDER ONE OF THE OTHER 7 COMMON AREAS ARE EXCLUDED. THESE BILLS WERE IN THE 2020 MAINTENANCE RECORDS WITH CLEAR DESCRIPTIONS.**
- **ACTUAL GAS BILL AMOUNTS WERE USED RATHER THAN THE CLIMATE CONTROL CREDITS, WHICH WERE INCONSISTENT AND WOULD HAVE SKEWED COMPARISONS. THIS MADE FOR SLIGHTLY HIGHER TOTALS.**
- **ADMINISTRATIVE COSTS WERE EXCLUDED IF THEY COULD BE DETERMINED.**
- **THE RENT-YEAR, MARCH 1 TO MARCH 1, WAS USED IN ACCUMULATING COST. (For example, 2020 Electric bills started with the coverage date of 2/12 to 3/13/2020 and ended with coverage date of 1/14 to 2/12/2021; and 2020 Gas bills started with coverage date of 2/13 to 3/16/2020 and ended with coverage date of 1/14 to 2/16/2021.)**
- **BECAUSE OF THE EXTREME AMOUNT OF TIME CLOSED FOR THE POOL, SPA AND CLUBHOUSE IN 2020, 'TIME' IS A FACTOR IN THE COMPUTATION OF THE UTILITIES COST SAVINGS. Adjustments were made only if a numerical value could be computed and if it could be pointed back to the time-closed of one or more of the three closed facilities, Pool, Spa or Clubhouse.**

➤ **MAJOR MAINTENANCE COST SAVINGS PERTAINING TO CLOSED CLUBHOUSE.**

- **ONLY THE CLUBHOUSE PAINTING IS INCLUDED. STREET PAVING COSTS COULD NOT BE DETERMINED.**

TABLE OF CONTENTS.

- **I. SUMMARY. PARK'S COST SAVINGS IN 2020, PSC. PAGE 3.**
- **II. SUMMARY. COSTS FOR 2018, 2019, 2020, PARK RECORDS FOR POOL, SPA AND CLUBHOUSE (PSC). PAGES 4 AND 5.**
- **III. SUMMARY. RENTS & RENT INCREASES. 2018, 2019, 2020. PAGE 6.**
- **IV. PARK'S COST SAVINGS, BASED ON RESIDENT OVERPAYMENT OF RENT IN 2020 FOR PSC. PAGE 7.**
- **V. TABLE X2. OPEN/CLOSED HOURS OF PSC FOR NORMAL YEARS AND 2020. PAGE 8.**
- **VI. CALCULATION FOR PSC-CLOSED ADJUSTMENTS TO THE 2020 UTILITY COSTS FOR PSC. PAGES 9 AND 10.**
- **VII. MAJOR MAINTENANCE COST SAVINGS IN 2020. PAGE 11.**
- **VIII. TIMELINE FOR MARCH 1, 2020 TO MARCH 1, 2021. PAGE 12.**
- **APPENDIX. CONTAINS NOTES & MISCELLANEOUS DATA AND INFORMATION NOT CRITICAL TO THE DOCUMENT, BUT MAY BE HELPFUL. PAGE 13-16.**

I. Summary. Park's Cost Savings in 2020.

USING COST TABLES, RENT TABLES AND RENT OVERPAYMENT TABLE. SECTIONS II, III, IV, V, VI, & VII.

1. 2020 Annual PSC Cost Savings. Without the PSC-Closed Utility Adjustments.

Cost Table	Difference in Costs 2019-2020	Cost Savings	*Cost Savings III.1.	Annual PSC Cost Savings
II. 1. PSC.	-10,646.77	10,647	*+13,703	\$24,340
VII.1 Clubhouse Non-Painting				+\$4,000
Total w/o PSC-Closed Adjustments				=\$28,340

*30% of the 2.97% rent increase for 2020 that was not used in 2020 for PSC Costs. When Expenses go down and income goes up, that's a Cost Savings.

2. 2020 Annual PSC Cost Savings. With PSC-Closed Utility Adjustments.

Cost Table	Difference in Costs 2019-2020	Cost Savings	*Cost Savings III.1.	Annual PSC Cost Savings
II. 2. PSC.	-\$23,590.92	23,591	*+13,703	\$37,294
VII.1 Clubhouse Non-Painting				+\$4,000
Total Cost Savings With PSC-Closed Adjustments				=\$41,294

* 30% of the 2.97% rent increase for 2020 that was not used in 2020 for PSC Costs. When Expenses go down and income goes up, that's a Cost Savings.

3. 2020 Annual PSC Cost Savings because of Resident Rent Overpayment.

Resident Rent Overpayment Table IV.1.	PSC Rent Overpayment is same as PSC Rent Savings enjoyed by the Park which in turn, is the same as the PSC Cost Savings due to Resident Rent Overpayment of 300 days at a rate of \$1302 per day.	Annual PSC Cost Savings =\$390,505
--	---	---------------------------------------

II. Summary. Costs for 2018, 2019, 2020, Park Records for Pool, Spa and Clubhouse (PSC).

The rent-increase year, March 1 to March 1, is used throughout this document.

1. Cost Table II. 1. Bills Accumulated. Does not include PSC-Closed Adjustments.

Utilities (Electricity and Gas), Cleaning Services (Pool, Spa, Clubhouse), Maintenance.

Type Record	2018	2019	2020	2020 Adjustment (as needed)	2019 to 2020 Difference
Total PSC Costs	65,205.47	82,220.78	71,574.01		-10,646.77
Electricity	6768.48	6,733.50	6,241.06		
Gas	43,935.65	56,139.23	48,513.45		
Total Utilities	50,704.13	62,872.73	54,754.51		-8,118.22
Total Pool & Spa	6,241.34	9,339.62	7,701.48		-1,638.14
Maintenance:	Not included are bills that are associated to one of the other "Park or Common Area Facility" (\$9700.50)(see Note X4 explanation). (See Note X1 for Rental Agreement Common Areas.)				
Gardening	*4250.00	*4250.00	4,250.00		
Cleaning C/H	2700.00	4,448.43	632.43		
Repairs, Roofing Clubhouse	*1310.00	1,310.00	4235.59 (bathroom windows)		
Total Maintenance	8,260.00	10,008.43	9118.02		-890.41

*No invoices for this. Used 2019 / 2020 amount so as not to skew comparisons. Every year has gardening and repairs.

II.Continued.

2. Cost Table II. 2. Bills Accumulated. Includes PSC-Closed Adjustments.

Utilities (Electricity and Gas), Cleaning Services (Pool, Spa, Clubhouse), Maintenance
(With PSC-Closed adjustments to 2020 Utility Costs: Office & Run-Time. See V. and VI.)

Type Record	2018	2019	2020	2020 Adjustment (as needed)	2019 to 2020 Difference
Total PSC Costs	\$65,205.47	\$82,220.78	\$58,629.86		-\$23,590.92
Electricity	6768.48	6,733.50	6,241.06		
Gas	43,935.65	56,139.23	48,513.45		
Total Utilities	50,704.13	62,872.73	41,810.36 (54,754.51 less 12,944.15)	-\$12,944.15 (See Sections VI. & VII for complete calculation of this adjustment)	-\$21,062.37
Total Pool & Spa	6,241.34	9,339.62	7,701.48		-1,638.14
Maintenance:	Not included are bills that are associated to one of the other "Park or Common Area Facility" (\$9700.50) (see Note X4 explanation). (See Note X1 for Rental Agreement Common Areas.)				
Gardening	*4250.00	*4250.00	4,250.00		
Cleaning C/H	2700.00	4,448.43	632.43		
Repairs, Roofing Clubhouse	*1,310.00	1,310.00	4235.59 (bathroom windows)		
Total Maintenance	8,260.00	10,008.43	9118.02		-890.41

*No invoices for this. Used 2019 / 2020 amount so as not to skew comparisons. Every year has gardening and repairs.

III. Summary. Rents & Rent Increases. 2018, 2019, 2020.

1. Rent and Rent Increases, extracting and showing the 30% allocated for Pool, Spa and Clubhouse (PSC). (See Note X1).

(Read Columns down.)

(4)		(3)		(2)	(1)***	
2018 Rent	2019. Increased Rent by 3.87%.	2019 Rent	2020. Increased Rent by 2.97%.	2020 Rent	2021. Requested Rent Increase of 2.02% = \$2592***monthly.	2021 Rent
	$\$1,480,683 \times .0387 =$		$\$1,537,985 \times .0297 =$			Month
Annual \$1,480,683	Annual Rent Increase \$57,302	Annual \$1,537,985	Annual Rent Increase \$45,678	Annual 1,583,663	Annual Rent Increase \$31,990 ***	Annual
30% is For PSC = \$444,205 per yr.	PSC is 30% of \$57,302 = 2019 \$17,191 yr PSC Rent increase	30% is for PSC = \$461,396 per yr.	PSC is 30% of \$45,678 = 2020 \$13,703 per yr PSC Rent Increase	30% is for PSC = \$475,099 per yr.	30% of \$31,990 is for PSC = 2021 \$9,597 per yr Rent increase for PSC	

(1) ***\$31,990 Annual Rent Increase and \$2592 monthly rent increase for 2021 were provided by the City. \$31,990 was used to derive the Annual rents for 2020, 2019, 2018.

(2) **Annual rent for 2020 was derived using \$31,990, the 2021 annual rent increase: (31,990 divided by .0202 = \$1,583,663). (.0202x = \$31,990)(\$31990 / .0202 = \$1,583,663).

(3) *Annual rent for 2019 was derived using 2020 annual rent (1,583,663 divided by 1.0297 = 1,537,985) (1.0297x = 1,583,663)(1,583,663 / 1.0297 = \$1,537,985).

(4) *Annual rent for 2018 was derived using 2019 annual rent (1,537,985 divided by 1.0387 = 1,480,683) (1.0387x = 1,537,985)(1,537,985 / 1.0387 = \$1,480,683).

IV. Park's Cost Savings, based on Resident Overpayment of Rent in 2020 for Pool, Spa, Clubhouse (PSC).

Pool, Spa, and Clubhouse (PSC) were closed *97% of the days in 2020. These 3 facilities represent *30% of the Common Area Facilities provided by the Park and paid for with the rent. Facilities were not available for Resident Use (i.e., closed 355 days out of 365) after Residents paid rent for these all year. This caused an Overpayment in Rent that was never returned to the Residents. This Protest is an attempt to partially rectify the over-payment.

The following breaks down the 2020 dollars received by the Park in Rent, ear-marked to maintain PSC & keep PSC open for residents. See Section III.

1. Rent Overpayment Table IV.1.

*30% of Total Rent \$1,583,663 allocated for PSC in 2020. For every day open in 2020, Resident Rent paid a daily rate.	Actual # days open for PSC use in 2020 reduced the Rent Allocated for PSC (i.e., we got what we paid for)	PSC Costs for 2020 reduced the Rent Allocated for PSC. Resulted in a Reserve for PSC, (PSC Overpaid Rent)	By Keeping the 3 facilities closed, the Park had a Cost Savings equal to the PSC Rent Overpaid by Residents**
\$475,099 (30%) allocated for the year. Divided by 365 days: \$1302 per day.	10 days were open 2.74% of year. 10 days * \$1302 = \$13,020. 355 days stayed closed, we pd. \$475,099 – \$13,020 = \$462,079 Overpaid	\$462,079 – \$71,574 (w/o PSC-Closed Adjst ,else \$58,746.87 used) = \$390,505 revised Rent Overpaid	\$390,505. (Park Cost Savings)

****Cost Savings due to Overpayment of Rent in 2020-2021 (March 1 to March 1):**

- The PSC Costs for 2020 was \$71,574.01 (Costs from Table II.1. in Section II).
- Rent Overpaid for PSC is \$462,079. 355 days are closed but rent was still paid for by Residents (365 days minus 10 days open in 2020).
- Reduce \$462,079 by the PSC Costs in 2020, \$71,574, giving \$390,505 (revised Rent Overpaid for PSC). This \$71,574 is equivalent to 55 days paid for at a rate of \$1302 per day. 355 days minus 55 days gives 300 days unaccounted for (of the total 365 days in the year).
- Park's Cost Savings for keeping PSC closed is equal to the Rent Overpaid for PSC without reimbursing the Residents: \$390,505 (at a daily rate of \$1302 that's 300 days of rent paid and no PSC services received).

V. Table X2. Open/Closed Hours of Pool/Spa/Clubhouse (PSC), for Normal Years and 2020.

- For 2020, 1.45% of total hrs in a year were open vs 52.9% open in a normal yr.
- For 2020, 2.74% of total days in a year were open vs 100% open in a normal yr.

24 hours a day have to be accounted for with Utility Costs.

Total Hours For Any Year	PSC Normal Open Hours	PSC Actual Open Hours for 2020	Office Hours for 2020
<p><u>168 hours per wk.</u></p> <ul style="list-style-type: none"> • (24h * 7d = 168 hr/wk.) • (365 days / 7d = 52.14 wks). • <u>52.14 wks in 365days.</u> <p>168h * 52.14wks = 8760 total hours in a year.</p>	<p><u>See Note X3:</u> 88.9 hrs per wk PSC were Open.</p> <ul style="list-style-type: none"> • (88.9h / 7d = 12.7 hrs per day) avg PSC Open hrs per Day <p>88.9h * 52.14wks = 4635 hrs in a year PSC</p> <p>4635h divided by 8760 = 52.9% of total hrs PSC were Open</p>	<p><u>10 days open for PSC (10d / 365d= 2.74%).</u> (10d * 12.7h = 127 open hrs for 2020)</p> <hr/> <p>127h / 4635h = 2.74% open in 2020 of the normally open hours in a normal yr.</p> <p>----- (127h / 8760= 1.45% of total hrs in a year vs 52.9% in a normal yr.)</p> <p>----- 365 days minus 10d = 355 days closed / 365 = 97.3% days closed in 2020 vs 0% closed in normal yr.</p> <hr/> <p>4635h minus 127= 4508hrs closed in 2020 that were not closed other years.</p> <p>(4508h / 4635= 97% closed compared to normal years)</p> <p>4508h / 8760= 51.5% closed in total 2020.</p>	<p><u>40 hours a week, M-F, 8a-4p.</u> Office hrs in previous years fell within PSC Open hours & were not separated. In 2020, they're separated because Office was the only thing open.</p> <ul style="list-style-type: none"> • (365d – 9holidays = 356d) • <u>356d / 7d = 50.86wks</u> <p><u>See Timeline Table X1.</u></p> <p>40h * 50.86wks = 2034.4 Office hrs open in 2020. (2034.4 / 365d = 5.57avg hrs per day for all year 2020.)</p> <p>-----</p> <p>a. 2034.4 Off hrs is 23.2% of total hrs in 2020. (2034.4 divided by 8760h = 23.2% of total hrs in 2020 are Office hrs).</p> <p>-----</p> <p>b. But **80% of Office hrs in 2020 were not in support of PSC (.80 * 2034.4 = 1627.52h not for PSC)</p> <p>-----</p> <p>c. 1628 Office hrs divided by 8760h = 18.6% of total hours in 2020 were not in support of PSC.</p> <p>d. And will reduce Utility Costs for 2020</p>

**Office Hrs for 2020 were not open for the benefit of Resident use of PSC. A minimal number of Office hrs may have been used as a caretaking benefit of PSC, approximately 20% of Office hrs for PSC is our observed estimate (80% of Office Hrs not for benefit of PSC).

VI. Calculation for PSC-Closed Adjustments to the 2020 Utility Costs for Pool, Spa, Clubhouse (PSC)

A. For these Calculations, refer to Table X2, columns 'Office Hours for 2020' and 'PSC Actual Open Hours for 2020'. See also the Cost Tables II.1. & II.2.

B. Adjustments defined, 2020 Utility Costs for PSC (Pool/Spa/Clubhouse).

1. Office hours in previous years fell within PSC Open hours & could not be separated out. In 2020, they can be separated because the Office was the only thing open in Clubhouse. Since PSC wasn't open, the Office can be a separate numerical entity. Office benefit to PSC was significantly reduced by 80% because PSC was closed.
2. Extreme reduction in hours open for PSC, 97%, caused a difference in time needed to run Pool and Spa equipment. Run-time of Pool and Spa should have decreased because of lack of use by Residents; this meant an expected significant reduction in required filtering and heating. Run-time should only have been to maintain the integrity of the Pool and Spa equipment. Our research, with phone calls and internet search, determined 9 hours a day was an extremely fair and appropriate number of hours needed to run the equipment to maintain its integrity.

C. Calculations for the Expected Reductions for these 2 adjustments. (Table X2, Cost Table II.1.)

1. **Office Hours.** Determine what the **expected reduction** is by using Actual Utility Costs in 2019, Cost Table II.1.

Known values:

- \$62,872.73 Actual 2019 Utility Costs.
- 2034.4 hours = 2020 total open office hours.
- 8760 hours = total hours in a year.
- 80% of office hours were not for benefit of PSC.

Calculation:

- ✓ $80\% * 2034.4 \text{ h} = 1628 \text{ hrs}$ not for benefit of PSC.
- ✓ $1628 \text{ h} \text{ divided by } 8760 \text{ h} = 18.6\%$ of total hrs in year.
- ✓ $18.6\% * \$62872.73 = \mathbf{\$11,694.33}$ **Expected Reduction** due to isolating & reducing Office Hours for PSC.

VI.C. Continued.

2. Run-Time of Pool & Spa Equipment. Determine what the **expected reduction** is by using Actual Utility Costs in 2019, Cost Table II.1.

Known values:

- \$62,872.73 Actual 2019 Utility Costs.
- 4508 hours = closed PSC hours in 2020 (normal open hrs are 4635).
- 8760 hours = total hours in a year.
- 355 days closed in 2020 (365 days in a year).
- 10 days open in 2020.

Calculations:

- ✓ $9 \text{ h} * 355 = 3195 \text{ hrs.}$
- ✓ $4508 \text{ h} - 3195 \text{ h} = 1313 \text{ hrs}$ (still closed, not for benefit of PSC).
- ✓ 1313 h divided by $8760 \text{ h} = 14.9\%$ of total hrs in year.
- ✓ $14.9\% * \$62,872.73 = \mathbf{\$9,368.04}$ **Expected Reduction** due to reducing run-time of Pool & Spa equipment.

3. Utility Cost Adjustment Calculations for 2020, both Office and Run-Time.

Determine by using Actual Utility Costs in 2019 & 2020 (see Cost Table II.1.).

Known values:

- \$62,872.73 Actual 2019 Utility Costs.
- \$54,754.51 Actual 2020 Utility Costs.
- -8,118.22 is the difference between 2019 and 2020.

Calculations:

- ✓ Add the two Expected Reductions.
- ✓ $\$11,694.33 + \$9,368.04 = \mathbf{\$21,062.37}$ is the **Expected Savings**.
- ✓ Subtract the actual cost difference to come up with the additional reduction to 2020 Utility Cost
- ✓ $\$21,062.37 - 8,118.22 = \mathbf{\$12,944.15}$ **additional reduction to Utility Costs in 2020. See Cost Table II.2.**

VII. Major Maintenance Cost Savings in 2020.

The value of major maintenance is to keep up the curb appeal as well as to keep all Common Park Areas in excellent working order. The value of the Park is as important to the Residents as it is to the Owners. Our money is tied to our ownership of our homes, the value of our homes is tied to the value of the Park. **Keeping all open and in good condition is critical to all Residents and to the Owners.**

1. From the Protest Petition, the Clubhouse requires periodic painting to maintain its value as well as the curb appeal of the Park itself.

Painting needs to be done about every 5 to 6 years. It has been at least 5 years, if not more, and was due to be done in 2020. Cost varies, but based on what we found, here is the estimate of costs of doing it and thus, since it wasn't done, the Cost Savings in 2020:

Approximate Cost of Painting Clubhouse. Due in 2020.	Completed or Started in 2020?	Cost Savings for 2020
Approximate \$20,000.	Not started.	\$20,000 divided by a life of 5 yrs = \$4,000 Cost Savings. This amount to be added to Cost Savings

2. Major street repair and paving was not completed in 2020, nor has it been completed yet. There are no records to determine cost; therefore, nothing can be determined regarding cost savings.

VIII. Timeline Table X1 for March 1, 2020 – March 1, 2021.

Timeline Table X1. From 3.1.2020 to 3.1.2021.

1		DST = Daylight Savings Time. Begins On 3.8.2020. Ends on 11.1.2020.
2	March 1, 2020	2020 Rent Increase starts = 2.97%.
3	March 1 to March 8	DST Off. Normal Open hours 8a-8p, 12 hrs every day, not closed weekends or holidays.
4	March 8, 2020	Daylight Savings begins (DST On), Beginning of Normal Open hours now 8a-9p, 13 hrs every day, open weekends and holidays.
5	March 8 - March 10	DST On. Normal Open hours 8a-9p, 13 hrs every day, not closed weekends or holidays. All still normal.
6	March 10	Letter from Management, J&H Asset Property Mgt., Inc., announcing Covid-19 closures of all 3 common areas (pool, spa, clubhouse).
7	March 11	First day of Closed Pool, Spa & Clubhouse. Only Office is open, hours 8a-4p, Monday thru Friday, closed weekends and holidays
8	Mar 11, 2020 To Nov 1, 2020	DST On. PSC closed. Only the Office is open, 8a-4p, closed weekends and holidays. <i>(In past years, PSC was open 8a-9p, 13 hrs every day, including all weekends and all holidays.)</i>
9	Nov 1, 2020 To Mar 1, 2021	DST Ends. Still only the Office is open. 8a-4p, closed weekends and holidays. <i>(In past years, PSC was open 8a-8p, 12 hrs every day, including all weekends and all holidays.)</i>
10	May 20, 2020	CDC Guidelines on their Website with guidelines for opening pools
11	May 25 h	Holiday. Memorial Day. Closed.
12	July 3 h	Holiday. Independence Day. Closed.
13	Sept 7 h	Holiday. Labor Day. Closed.
14	Nov 11 h	Holiday. Veteran's Day. Closed.
15	Nov 26 h	Holiday. Thanksgiving Day. Closed.
16	Dec 25 h	Holiday. Christmas Day. Closed.
17	Jan 1, 2021 h	Holiday. New Year's Day. Closed.
18	Jan 18 h	Holiday. MLKJr Day. Closed.
19	Feb 15 h	Holiday. President's Day. Closed.
20	Mar 1, 2021	Requested 2021 Rent Increase begins, 2.02%. Residents get moneys returned, dependent on outcome of Protest Hearing.

Addendum:

Note X1: Park Common Areas, Rental Agreement, Closures.

- 1) From my personal '*Mobilehome Park Rental Agreement Disclosure*', signed on Sept 7, 2017, there are **ten (10) 'Park or Common Area Facilities'**; **three (3) of which are Clubhouse, Swimming pool, and Spa pool. (3 of 10 = 30%).**
- 2) **30% of the Park's Common Areas are the facilities that were closed as of March 10, 2020, Pool, Spa and Clubhouse (PSC).** These three facilities, PSC, are the logical focus, as well as the actual focus, in determining the Park's Cost Savings in this document.
- 3) **As can be seen on the 'Mobilehome Park Rental Agreement Disclosure', all 10 are of equal importance, no differentiation is indicated on this agreement:**

1. **Clubhouse,**
2. **Walkways,**
3. **Streets, roads and access,**
4. **Water utility system,**
5. **Gas utility system,**
6. **Common area lighting system,**
7. **Septic or sewer system,**
8. **Parking areas,**
9. **Swimming pool,**
10. **Spa pool.**

- 4) **Except for the first 10 days, March 1-10, 2020, all 3 facilities (PSC) were closed for the complete 2020 rent-increase year starting March 1, 2020. *March 10, 2020, is the date of the Management letter telling us of the COVID-19-related closures.* 10 days divided by 365 days in a year is 2.74%. In normal years, these 3 facilities were open 100% of the days in a year, versus, in 2020, 2.74% of the year were open. (See VI.Table X2 and X.Timeline Table X1.)**

Note X2: Pool, Spa & Clubhouse Available Hours.

*Prior to March 10, 2020, the Open Hours for all the facilities were **8a to 9pm during Daylight Savings Time (approximately 8 months) and 8a to 8pm after Daylight Savings Time ended (approximately 4 months).** Every day of the year, the PSC facilities were open for use by the residents, including all weekends and all holidays, 365 days of year. Only the Office (inside the Clubhouse) kept office hours, Monday thru Friday, 8 hours a day.*

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The first day following the **March 10, 2020** letter, telling us the facilities were closed, **the open hours for the PSC facilities went to zero**. The Office hours became 8a to 4pm, Monday thru Friday, closed holidays and weekends. The Office resides just inside the front Clubhouse doors. These front doors were initially locked, not allowing entry to reach the Office. The end of March 2020, is when management determined it was ok for the residents to pay their rent as they did in the past, by using the slot in the Office door. The front doors then were mostly unlocked during open Office hours, with a long table(s) blocking entry into the rest of the Clubhouse. The Office door has remained locked to Residents throughout 2020 and into 2021. The only allowed management contact by Residents was through email, phone, voicemail, appointments were required.

Note X3: Calculation of the Normal Open Hours for Pool, Spa and Clubhouse (PSC).

- **Immediately after March 10, 2020, approximately 88.9 open hours a week were reduced to zero availability for PSC use.**
- **Calculations for the normal 88.9 open hours a week for PSC:**
 - 13 hrs open every day during the approximate 8 months of when Daylight Savings Time (DST) was on.
 - 12 hrs open every day during the approximate 4 months of when Daylight Savings Time (DST) was off.
 - DST ON: 8 months is 2/3 of the year's 12 months. Weighted factor of .7.
 - DST OFF: 4 months is 1/3 of the year's 12 months. Weighted factor of .3.
 - $13h * 7d = 91 * .7 = 63.7 \text{ hrs plus}$
 - $12h * 7d = 84 * .3 = 25.2 \text{ hrs equals } \underline{88.9 \text{ hrs per week.}}$
- 365 days divided by 7 days = **52.14 weeks in a year.**
- See Timeline Table X1 (in Section X), for year starting March 1, 2020, ending March 1, 2021.

Note X4: Consistent practices while accumulating the Bills Received & Adjustments.

- A. Consistent practices while accumulating the Bills received for 2018, 2019, 2020. (PSC refers to Pool, Spa, and Clubhouse.)**
- 1) **The rent-increase year, March 1 to March 1, was used throughout when we accumulated the Bills.** (For example, 2020 Electric bills started with the coverage date of 2/12 to 3/13/2020 and ended with coverage date of 1/14 to 2/12/2021; and 2020 Gas bills started with coverage date of 2/13 to 3/16/2020 and ended with coverage date of 1/14 to 2/16/2021.)
 - 2) We only **included Records that were PSC relevant**. We isolated and excluded the Bills that were **not in support of the Pool, Spa or Clubhouse**. These excluded **Bills fell under one of the other seven Park Common Areas and were not included** in the Costs specific to Pool, Spa or Clubhouse. The non-PSC bills showed up in the 2020 Maintenance Bills and are so noted on the Maintenance part of the Cost Tables (in Section II). See Note X1 for all ten Park Common Areas on Rental Agreement.
 - 3) A few Gas bills included a variety of Climate Control Credits. The amounts of the credits were not consistent from year to year. This inconsistency skews comparison of years. The **actual Gas bill amounts were used without the Climate Control Credits**, resulting in a slight increase.
 - 4) Any **Administrative Costs were excluded**, if any of these records were given us, and if it were possible for us to determine. We excluded Office-oriented costs, such as salary, office supplies, personal utility bills, anything administrative.
- B. Consistent practices in determining Adjustments.**
- 1) Adjustments were made **only if a numerical value could be computed** and if it could be pointed back to the time-closed of one or more of the three closed facilities, Pool, Spa or Clubhouse.

Note X5: Assumptions.

- 1) *During the year-long (plus) Pandemic-caused closures, we assume Management intended to reduce costs as efficiently as possible and still maintain the integrity of the equipment and the value of the 3 facilities.*

A. Common odds-and-ends about Imperial Oxnard ME, mostly during 2020,

1. Just inside the front doors and just past the Office door, long table(s) were used to block entry into other parts of Clubhouse. The Pool and Spa are enclosed with access from Clubhouse and 2 outside entries.
2. To get to the Office to put rent in the office door slot, they had to keep front doors unlocked. But they were only unlocked for the office hrs, 8a-4p, M-F, closed weekends and holidays. We are used to access

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- every day of the year. Office door is always locked - if a mgr need arises, we call, leave voicemail, or email. Rarely is the office phone answered, even during scheduled office hrs.
3. In 2020, all other entry gates and doors were locked 24 hours, every day, except during times the gardener needed to get in. An initial attempt was made by management and the resident social committee to allow access to the Library, within the Clubhouse; however, no Covid-19 signage was put up nor were there any sanitizing stations.
 4. Another attempt was made by this same group to rent DVD movies from the Office. However, this required entry into the Office which was prohibited. Not sure what use was made of this. Again, inside signage was on the office door.
 5. Even if we choose to go into the Library to get books, the public bathrooms were not cleaned and look filthy. It would not be sanitary. If open to the public, they have to be cleaned.
 6. Nothing has been cleaned in the Clubhouse, which includes the bathrooms, kitchen, library, billiards room, card room, dining room. Filthy.
 7. Weekends being closed is an especially bad problem for people who work and they need to pay rent.
 8. The C.P.I. 2019 rent increase was 3.87%.
 9. The C.P.I. 2020 rent increase was 2.97%.
 10. The C.P.I. 2021 requested rent increase is 2.02%.

B. Different # compare. 26% increase of 17,015 is the increase in Costs from 2018 to 2019. See III.Costs.

	2018	Difference 18/19	2019	2020	Difference 19/20
Total PSC Costs	65,205.	26% 17,015	82,221	71,574.	-10,647

If multiply 26% times 71,574 gives \$18,609 as a possible 2021 cost increase based on the % cost increase between 2018-2019.

If compare Park's Cost Savings to this value, \$18,609, Park's Cost Savings are larger than a possible 2021 cost increase based on 2018-2019 cost increase.

If allow the 2021 Rent Increase (PSC \$9,360) to be added to this possible 2021 cost increase, as cpi expected increase, giving ((\$18,609 + 9360), the Park's Cost Savings are still larger than 2021 future cost.