

Date of Hearing: April 28, 2026

ASSEMBLY COMMITTEE ON JUDICIARY  
Ash Kalra, Chair  
AB 2238 (Blanca Rubio) – As Introduced February 19, 2026

As Proposed to be Amended

**SUBJECT:** MOBILEHOME RESIDENCY LAW: COMMENCEMENT OF ACTIONS:  
NOTICES

**KEY ISSUE:** SHOULD AN ATTORNEY WHO FILES A “FAILURE-TO-MAINTAIN” LAWSUIT UNDER THE MOBILEHOME RESIDENCY LAW, ALLEGING FAILURE OF FACILITIES OR SERVICES NOT ACTUALLY PRESENT OR UNDER THE CONTROL OF THE PARK OWNER, BE LIABLE TO THE PARK OWNER FOR ATTORNEY’S FEES AND COSTS AND OTHER SANCTIONS, AS SPECIFIED?

**SYNOPSIS**

*The Mobilehome Residency Law (MRL) regulates the relationship between mobilehome park management and their residents, who typically own their mobile home but rent a space within the park. The MRL requires that every rental agreement contain a provision that makes management responsible for maintaining the property and common facilities in good working order and condition. When management fails to maintain the property, existing law gives residents a right to bring a “failure to maintain” (FTM) lawsuit so long as they first provide management with a 30-day notice of intent to commence an action. The bill in print would have created additional notices and procedural steps that significantly extended the time between the first notice of a problem and the bringing of the civil action, if management failed to address the problem.*

*According to the author and sponsor, these additional requirements and extended time frames were needed because, they contend, unscrupulous attorneys are taking advantage of existing law to encourage residents to bring lawsuits that were not only meritless but sometimes accuse management of failing to maintain facilities or services that did not exist outside the management’s control. For example, in some cases, residents apparently submitted notices for failure to maintain pools when the park did not have a pool, or for failure to maintain water or sewer services when those services were provided by a local government entity.*

*Seeking to target the real problem, misbehaving attorneys, as proposed to be amended this bill seeks to address such obviously meritless claims by providing that if an attorney files an action alleging failure to maintain facilities or services that are not actually present – or are not provided by under the control of the park – management may move for dismissal with prejudice and the attorney shall be subject to penalties, as specified.*

*This bill is sponsored by the two major organizations representing park owners and management, and the in-print version of the measure is opposed by organizations representing mobilehome park residents and other tenant advocacy groups. The author will take amendments in this Committee that substantially amend the bill. The amendments are included in the summary and discussed in the analysis. It is unclear whether the proposed amendments address the opposition’s concerns.*

**SUMMARY:** Subjects an attorney who files a “failure to maintain” lawsuit that is meritless, as described, under the Mobilehome Residency Law (MRL) to liability for the park owner’s attorney’s fees and costs and other possible sanctions. Specifically, **this bill:**

- 1) Provides that if an action is filed alleging park management failed to maintain physical improvements in the common facilities in good working order or condition or alleged service regarding a physical improvement that is not actually present nor provided by, or under the control of, park management, then the management may move for an immediate dismissal of the claim with prejudice.
- 2) Provides that if the court grants the motion to dismiss pursuant to 1) above, management may petition the court and the court shall award the management, to be paid by the attorney filing the action and not the homeowner, the following:
  - a) All reasonable attorney fees and costs.
  - b) A civil penalty of \$5,000 per dismissed claim.
  - c) Any other sanctions the court deems appropriate.

**EXISTING LAW:**

- 1) Regulates the rights, responsibilities, obligations, and relationships between mobilehome park management and park residents. (Civil Code Section 798 *et seq.* Subsequent citations refer to this Code unless otherwise indicated.)
- 2) Requires that the rental agreement between a mobilehome owner and the mobilehome park be in writing and contain specified provisions, including a requirement that it is the responsibility of the management to provide and maintain physical improvements in the common facilities in good working order and condition. Specifies that with respect to a sudden or unforeseeable breakdown or deterioration of these improvements, the management shall have a reasonable period of time to repair and return the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. (Section 798.15.)
- 3) Defines “reasonable period of time” for purposes of 2) above to mean as soon as possible in situations affecting a health or safety condition and shall not exceed 30 days in any other case except where exigent circumstances justify a delay. (Section 798.15 (d).)
- 4) Provides that no action based on 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. (Section 798.84 (a).)
- 5) Specifies that the 30-day notice described in 4) above shall be in writing and 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. Specifies that a notice by one homeowner shall be deemed sufficient notice of the allegations. (Section 798.84 (b).)

- 6) Permits a trial court to order a party, the party's attorney, or both, to pay the reasonable expenses, including attorney's fees, incurred by another party as a result of actions or tactics, made in bad faith, that are frivolous or solely intended to cause unnecessary delay. (Code of Civil Procedure Section 128.5.)

**FISCAL EFFECT:** As currently in print this bill is keyed non-fiscal.

**COMMENTS:** According to the author:

Manufactured housing communities currently house nearly a million people in California with over 4,500 parks and 363,000 spaces. Homeowners in these communities own their own homes and rent the spaces on which they are located, and their rent pays for streets, roads, park infrastructure, common area facilities that often include clubhouses, pools, workout facilities and small yards to plant gardens or simply provide open spaces to enjoy. These communities provide attainable housing options that are not multi-family apartment complexes or condominium developments with shared walls or ceilings that serve as the floor of units above them.

The recent increase in Failure to Maintain lawsuits is forcing park operators across the state to raise rents or cut back on amenities to pay for triple digit insurance premium increases resulting from insurance settlements generated by lawsuits filed by a few boutique law firms making threats of a multi-million-dollar lawsuits. AB 2238 still allows FTM lawsuits to be filed, and all it does is give park operators an opportunity to fix issues brought to their attention in a timely manner. The ultimate goal of AB 2238 is to keep housing affordable and residents in manufactured housing communities safe by discouraging frivolous and predatory lawsuits intended to simply secure huge insurance settlements.

**Background.** According to most estimates, nearly one million people live in one of California's approximately 5,000 mobilehome parks. As such, mobilehome parks provide a critical source of affordable housing in the state. The Mobilehome Residency Law (MRL) regulates the relationship between mobilehome park owners and their residents, who typically own their mobile home but rent a space within the park. Similar to the Civil Code provisions that regulate the relationship between landlord and tenant, the MRL outlines the various rights and responsibilities of the park owners and residents, including notice requirements and the respective rights and duties of residents and park owners or management.

**Rental agreements and failure to maintain the property.** The MRL requires that every rental agreement contain a provision that makes management responsible for maintaining the property and common facilities in good working order and condition. These provisions anticipate the fact that residents may feel that management is not holding up its end of the bargain if the property and common facilities (e.g. pools, gyms, clubhouses, etc.) are not maintained, allowed to deteriorate, or unexpectedly break down or malfunction for any number of reasons. No doubt, most issues are addressed in an effective and informal manner without the filing of formal grievances and certainly without lawsuits. The provision required in the rental agreement must specify that, with respect to a sudden or unforeseeable breakdown or deterioration, management shall have a reasonable period of time to make needed repairs. The law defines "a reasonable period of time" to mean as soon as possible in situations affecting a health or safety condition and not more than 30 days in any other case, except where exigent circumstances justify a delay. (Civil Code Section 798.15 (d).)

***“Failure-to-Maintain” (FTM) Lawsuits.*** Just because a provision in the rental agreement requires the property manager to maintain the mobile home park, a contract might not lead to a resolution of the dispute, either because management fails to address a problem or because residents affected by the problem do not inform them of the problem. If the problem is not resolved, the residents have the right under MRL to bring a “failure-to-maintain” (FTM) lawsuit against management for failing to meet their contractual duty and denying residents of the full benefit of the bargain. However, Civil Code Section 798.84 prohibits a resident from filing an FTM lawsuit unless they have first presented management with notice of intent 30 days before commencing the action. Existing law requires this notice to be in writing and signed by the homeowner or homeowners making the allegations. The notice must notify the management of the basis of the claim, the specific allegations, and the remedies requested. Of particular note for this bill, existing law expressly states that notice by one homeowner shall be deemed sufficient notice of the allegations. In other words, while several residents may eventually join the lawsuit once 30 days has passed, a written notice provided by one resident – assuming it notifies management of the basis of the claim, the specific allegations, and the remedies sought – is sufficient to let management know there is a problem that needs fixing.

***The bill in print and proposed amendments.*** The author states that the “ultimate goal of AB 2238 is to keep housing affordable and residents in manufactured housing communities safe by discouraging frivolous and predatory lawsuits intended to simply secure huge insurance settlements.”

However, the bill in print attempted to achieve this goal by adding additional and quite substantial new procedural steps that affect all claims, included those that are well-founded. Specifically, the bill in print required the following additional steps to occur before a park resident could file an FTM complaint in court:

- First, before a resident could provide a notice of intent to bring a civil action, the resident would first need to submit “prior written notice” requesting a repair and management failed to fix the problem.
- Second, thirty days after receipt of the prior written notice, management would have the option of hiring a contractor, who would then have an additional 30 days to create a report with recommendations for repair.
- Third, upon receipt of the report, management would have a reasonable period of time, up to 30 additional days, to do the repairs as the report recommended.
- Fourth, while existing law specifically states that a notice by one homeowner shall be deemed sufficient notice of the allegation, the bill in print deletes that language and instead requires the notice to be signed by each of the residents making the allegation.

In short, assuming the residents have not made management aware of the problem, or if management did not know or had no reason to know of the problem, under existing law it is possible that management would not learn of the problem until a resident presents management with the 30-day notice of intent to commence an action. Presumably, the existing law created this 30-day notice period to, among other things, provide management with an opportunity to make the repair. The bill in print, however, would have effectively extended this period to 90 days. That is, the resident would need to wait 30 days after filing the initial notice, another 30 days

while the contractor prepares the report, and then another 30 days after that to see if management adequately completes the repairs.

While these additional hurdles may have indeed forestalled the kinds of frivolous cases that concern the author and sponsor, they would have also added additional, inefficient, and unnecessary requirements for residents with legitimate grievances. While most park owners and managers probably respond to resident requests to fix things in a reasonable manner, there may also be bad actors among park owners who drag their feet in order to save money or drive out existing tenants.

After discussions between the author's office, the sponsors, and Committee staff, it became clear what the true underlying issue was: attorneys who provide residents with form letters that constitute the 30-day notice of intent to bring an action. Some of these letters made not only frivolous but, impossible, allegations that management failed to maintain facilities or services that did not exist or were not under the control of the park. For example, some residents were allegedly submitting notices for failure to maintain pools when the park did not have a pool, or for failure to maintain water or sewer services when those services were provided by a local government entity, not by park management.

*In order to ensure that the bill targets only the most egregious attorney conduct, and not create obstacles for residents with legitimate grievances, the author will take the following amendments in this Committee:*

- Strike the contents of the bill in print.
- Amend Civil Code Section 798.84 to add subdivision (f) which will read as follows:

***(f)(1) Notwithstanding the contents of the notice or any other law, should an action be filed alleging the management's failure to maintain physical improvements in the common facilities in good working order or condition or alleged reduction of service regarding a physical improvement that is not actually present nor provided by or under the control of the park owner or manager within the mobilehome park the management may move for an immediate dismissal of the claim with prejudice.***

***(2) If the court grants the motion to dismiss the management may petition the court and the court shall award the management, to be paid by the attorney filing the action and not the homeowner, the following:***

***(A) All reasonable attorney fees and costs.***

***(B) A civil penalty of \$5,000 per dismissed claim.***

***(C) Any other sanctions the court deems appropriate.***

***ARGUMENTS IN SUPPORT:*** The Western Manufactured Housing Communities Association (MMA), the sponsor, writes in support of *the bill in print*:

A few boutique law firms around the state have discovered that they can find one resident in a park who is willing to send a notice to the park operator alleging the park has failed to maintain the park's common areas or other park-owned property and

inform the operator of an intent to file an FTM lawsuit. The allegations are often non-specific, nor do they identify other park residents seeking redress. Once a notice to file a lawsuit under Civil Code Section 798.84 is received, park operators inform their insurance company and the companies usually reach a significant financial settlement with the filer of the lawsuit, which normally includes very high fees for the law firm. As you know, insurance carriers would rather settle than go to court, even if a park operator knows there are no credible violations — essentially tying the hands of the operator from even contesting the allegations. These settlements mean there is no guilty verdict or plea against an operator

Unfortunately, these lawsuits have become so profitable for the law firms specializing in them that they have even created form letters instructing residents on how to file an FTM notice with an owner. These forms include lists of problems that a resident can cite as a reason for an FTM suit. In one case recently filed in Stockton, California, a resident alleged the park had cracked sidewalks and a poorly maintained hot tub. The allegation also stated that the electricity in the park was unreliable. What the allegation failed to mention was that the park did NOT have sidewalks. It did NOT have a hot tub. Residents received their electricity directly from the electric company, and the park did NOT operate the electric system in the park.

AB 2238 is a common-sense measure that would allow a park operator to have a qualified individual identify an actual issue. If an issue is legitimate, a reasonable amount of time to fix the issue raised by a resident would be allowed before an FTM lawsuit can be filed. Park operators often are unaware of specific issues in a park (malfunctioning gate latch for the swimming pool fence, a burned-out light bulb in a street light, a broken treadmill in the exercise facility, etc.). Instead of filing a lawsuit to fix the latch, replace the bulb or repair the tread mill, it would save time and money to allow the operator to fix the problem immediately.

***ARGUMENTS IN OPPOSITION:*** The Golden State Manufactured Home Owners League (GSMOL), which represents park residents, opposes *the bill in print*. It is uncertain whether GSMOL will oppose the bill as amended. Writing of the bill in print, however, GSMOL argued:

[This bill], “under the guise of procedural fairness, would effectively strip mobilehome residents of their most fundamental legal remedy – the right to hold park management accountable for failing to maintain the common facilities in which we live.”

Civil Code Section 798.15(d) mandates that every mobilehome park rental agreement contain a provision affirming the responsibility of management to provide and maintain physical improvements in the common facilities in good working order and condition. This same section grants management an explicit right to cure where a sudden or unforeseeable breakdown occurs, and management is afforded a reasonable period of time to repair and restore the improvements after it knows or should have known of the deterioration.

Furthermore, Civil Code Section 798.84 already requires a homeowner to provide management with at least 30 days' written notice of the intention to commence a legal action for failure to maintain common facilities or for a reduction of services. That notice must be in writing, must identify the specific allegations, and must state the remedies requested. This 30-day pre-litigation notice period is, by its very nature, an

additional statutory right to cure. It gives management a full month to address the problem and avoid litigation entirely.

AB 2238 would not strengthen the law but rather would weaponize procedure against mobilehome residents. The bill layers a new pre-notice requirement on top of the existing 30-day notice, requiring residents to first submit a written repair request and then wait for a response before they may even begin the clock on the existing 30-day notice. Meanwhile the violations would continue. This creates a multilayered process that management can exploit simply by remaining silent or providing an incomplete response, indefinitely deferring the point at which a resident may seek legal redress.

The bill would also eliminate the longstanding provision that a notice signed by one homeowner constitutes sufficient notice on behalf of all homeowners in the park. In its place, AB 2238 would require that each homeowner sign the notice individually. This change is harmful in the context of parkwide failures – a broken water system, a deteriorating road, a non-functioning security gate – where the harm is collective but the burden of organizing every affected resident to sign a document is manipulating the process in favor of park management.

Finally, the bill would authorize management to hire a licensed contractor within 30 days of receiving the notice, allow that contractor 30 additional days to prepare a report, and then grant management another 30 days to complete the repairs. This creates a potential 90-day window — on top of the pre-notice period — during which residents have no legal recourse while management proceeds at its own pace. Under current law, a resident who has waited 30 days without a cure may file suit. Under AB 2238, that same resident could be forced to wait three months or more, while living in substandard conditions.

## **REGISTERED SUPPORT / OPPOSITION:**

### **Support**

California Mobilehome Parkowners Alliance  
Western Manufactured Housing Communities Association

### **Opposition**

California Rural Legal Assistance Foundation  
Golden State Manufactured-Home Owners League  
Housing and Economic Rights Advocates  
Legal Aid of Sonoma County  
National Housing Law Project  
Public Interest Law Project  
Western Center on Law & Poverty

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