



February 28, 2020

D2020-01

To: Board of Directors and Chief Executive Officers
District Agricultural Associations (DAAs)

From: John Quiroz, Branch Chief
CDFFA Fairs and Expositions

Re: Recreational Vehicle Park Guidance

Upon request from a number of District Agricultural Associations (DAAs), the below guidance is offered to assist DAAs with the "Recreational Vehicle (RV) Park Occupancy Law" (Civil Code sections [799.20-799.79](#)). Also attached are samples of an occupancy agreement and rules for stays of 30 days or less. Note that this circular and its samples do not apply to mobile or manufactured homes.

Please review the DAA's current RV park policy and procedures, occupancy agreement and park rules in accordance with the following guidance to meet the legal requirements of the RV Park Occupancy Law. Each DAA will have its own policy and procedures, from contract and park rules specific to its own fairground. The samples are merely presented to illustrate how the legal requirements may be presented in those documents. Therefore, the Board of Directors need not adopt the samples as is but should approve changes to their governing and operational documents so that they meet the minimum legal requirements.

Short-Term RV Park Occupancy

Occupancy Agreement

For RV park stays of 30 days or less, a written "occupancy agreement" is required by law. Required elements of the agreement include: the term of occupancy (i.e. number of days and check-in/check-out dates), daily rental amount, and fees for services provided by the RV park (e.g. utility and water hookups).

The attached sample agreement includes driver's license number(s) and vehicle license plate number(s) which should be included to identify occupants and vehicles for removal and subsequent collection action in the event of default. While only the primary occupant must sign the agreement, all occupants and vehicles should be identified. To be enforceable, the RV park rules must also be signed, attached to the agreement and with a copy provided to the occupant at check-in.

In addition, to legally tow an RV or vehicle in the event the occupant fails to pay rent or violates the park rules, the agreement shall include a statement regarding removal and the phone number for the local traffic law enforcement agency. The following example provides notice to the occupant regarding removal from the RV park:

"Occupants, RVs and vehicles may be removed from the premises with 72-hour notice and without a judicial proceeding for: (1) Failure to pay for occupancy or (2) Failure by occupants or their



guests to abide by the RV park rules. (Civil Code sections 799.22, 799.25, 799.58). RVs and vehicles will be towed to the nearest storage facility at the owner's expense. The local traffic law enforcement agency is: [Insert local law enforcement office that will handle the removal for the DAA, whether California Highway Patrol, Sheriff Office, or Police Department]."

There must also be a sign at the RV park, displayed conspicuously in clear view, stating at a minimum: "Vehicles may be removed from the premises at owner's expense for the reasons specified in Civil Code sections 799.22 and [1866](#)." The sign must also include the phone number for the local law enforcement office that would assist with the removal.

The DAA would need to contact its law enforcement agencies' local office to confirm which is the proper entity that would assist with removal, which is further described in the section below.

Removal of Defaulting Occupants

Individuals staying at an RV park for 30 days or less are considered an "occupant" by law. If an occupant fails to pay rent, then the DAA may issue a 72-hour notice to the occupant demanding they pay the balance in full or voluntarily vacate the RV park. If an occupant or his or her guests are in violation of the RV park rules, the DAA may issue a 72-hour notice to the occupant demanding they voluntarily leave the park.

The notice must include the statement that if the RV and vehicle(s) are not voluntarily removed from the premises within 72 hours after receipt of the notice, the DAA has authority, with law enforcement's assistance and pursuant to Civil Code section 799.58, to have the RV towed to the nearest storage facility at owner's expense.

Delivery of the notice must be made to the occupant who signed the agreement in-person with a copy to the law enforcement office listed in the agreement. If the occupant is not present after several attempts to serve the notice, the notice may be served on an adult present in the RV. If occupant or adult is not present then a notice can be: Posted on the RV or vehicle, mailed to the occupant at the RV park, and mailed to any other address provided by the occupant in the agreement. The notice cannot simply be posted on the RV.

If the default is based on failure to pay rent, the occupant may cure his or her default by paying the complete balance of rent owed within 72 hours after receiving the notice. In this case, the occupants cannot thereafter be removed from the park.

If the occupant does not pay or does not voluntarily leave within the 72-hour period after notice is served, the DAA may have law enforcement remove the occupants and have the RV towed to the nearest storage facility. This is the self-help remedy provided by the RV Park Occupancy Law, and the DAA cannot otherwise prevent the occupant's access to the RV or shut off any utility service provided for the RV space.

The notice to pay or vacate is only valid for seven days. After the 72-hour notice period expires, the DAA then has four days to coordinate with law enforcement and have the RV towed and stored. Removing an RV beyond that time frame requires a new 72-hour notice be issued to the occupant.

Upon request, the Legal Office is available to assist in drafting the notice and advising through RV removal process.



Long-Term RV Park Rentals

If the DAA allows RV park stays for a period longer than 30 days, there are additional legal requirements that the DAA must meet due to more rights accrued by the RV tenant or resident. For purposes of the RV Park Occupancy Law, an individual who stays at the RV park for more than 30 days is considered a “tenant.” For rentals exceeding nine months, the individual is considered a “resident.”

Tenants and residents accrue greater rights than occupants, including longer notice periods upon default and protections from agreement termination. For instance, in order to terminate a resident’s agreement, the DAA must provide a 60-day notice that cites a specific reason for termination enumerated in Civil Code section 799.70. To terminate a tenant agreement, see Civil Code sections 799.65, 799.66, 799.67.

If a tenant or resident is in default of the RV park rules or rent, the DAA may not engage in self-help, such as blocking the individual’s access to the RV or shutting off utility hook ups. In addition, the DAA may not have the tenant’s or resident’s RV or vehicles towed as the law permits with occupants.

To remove tenants or residents from the RV park, the DAA would need to file an unlawful detainer (i.e. eviction) litigation and win a favorable court judgment before law enforcement may remove individuals and personal property from the RV park. The law suit would be handled by the Attorney General’s Office with costs borne by the DAA. The RV Park Occupancy Law does, however, provide that the prevailing party in the law suit shall be entitled to reasonable attorneys’ fees and costs after the court renders judgment in its favor.

Due to the additional legal requirements associated with long term rentals and greater risk of litigation, if the DAA Board approves RV park stays for longer than 30 days, the DAA must assess renters just as it would an individual or business wishing to lease a building on the DAA grounds. For instance, checking previous rental references and ensuring financial ability to pay rent, such as stable employment, income or credit score. The DAA is encouraged to submit a legal request for assistance in drafting and review of the rental agreement, policy and rules for these longer stays. Note that the sample occupancy agreement attached to this circular would not suffice for tenants or residents and therefore, should not be used for stays greater than 30 days.

The Fairs and Expositions Branch and Legal Office are available to assist the DAA with RV park matters, including review of any agreements and rules, collection of past due rent, or advising the DAA through the process of removing an occupant. Please submit questions or legal requests to john.quiroz@cdfa.ca.gov.

Sincerely,



John Quiroz
Branch Chief

Attachments

