

2 March 2009

Lich Danh Tran  
507 S. Euclid St #1  
Santa Ana, CA 92704

SANDALWOOD MOBILE HOME PARK  
Tiffany Houston  
Park Manager  
507 S. Euclid St.  
Santa Ana, CA 92704

Dear Park Manager,

We received your letter dated 25 February 2009. It seems to us that you interpret the Mobilehome Lease Agreement as it against Public Policy, contrary to State Law, and supersedes Mobilehome Residency Law 2009. We also feel your threat of retaliation through several issues out of our main subject discussion about Transfer of a Mobilehome.

You said that in order to accept a rental agreement, the prospective homeowner must accept your increase rent up to 10%, from \$896.01 up to \$985.61, an increase of \$89.60.

Consequently:

- 1) A Mobilehome cannot be resold 4 times, because the rent of space will be higher than the rent of an apartment/house. At 10<sup>th</sup> re-sale the rent will be increased up to 259% based on the formula: rent \*1.1 or rent \* (1 + 10%).

Current Rent	1st Re-Sale	2nd Re-Sale	3rd Re-Sale
\$896.01	\$985.61	\$1,084.17	\$1,192.59
4th Re-Sale	5th Re-Sale	6th Re-Sale	7th Re-Sale
\$1,311.85	\$1,443.03	\$1,587.34	\$1,746.07
8th Re-Sale	9th Re-Sale	10th Re-Sale	
\$1,920.68	\$2,112.74	\$2,324.02	

$$\$2,324.02 / \$896.01 = 259\%$$

- 2) The Government will lose Sale Tax. The Mobilehome is no longer an asset or property because it lacks of the ability to resale/transfer unlimitedly. No one can live in a mobilehome with such rent, even if you give the mobilehome as a gift.
- 3) This unjustly enrichment causes rent discrimination in the park.
- 4) Since Mobilehome owners cannot sell, or sublease this prevents them from moving out of your park. They feel angry and frustrated. Your park becomes a hostile and dangerous environment. It is contrary to the purpose of MRL-2009 and Article 7 which is to create peace and to prevent the Park Owners from locking/imprisonment the Mobilehome Owners.

The increase rent of 10% definitely is a condition of approval for residency in your park. You lose/exchange/service nothing for the transfer, but gain 10% unjustly. Your contract shows the unqualified acceptance. Your unjust enrichment is too high, higher than property tax and sale tax. It takes money unjustly from the Homeowners month by month, year by year, increasing forever. It secretly takes/abuses the compensation for House/Apartment depreciation to replace/hide the advantage of Land/Space appreciation. It kills the American mobilehome lifestyle. It causes hostility and dangerous living conditions and gives the reason for the rise of terrorism and communism. That is why there have been several negative incidents in SandalWood. What happens in the future, when a Natural disaster happens like a big earth quake or big storm like Katrina, we can predict what negative implications would happen within the park property.

In addition to 10% unjustly increase as a condition for rental approval; we believe your miscalculation for rent space is a misrepresentation of the law for the rent of a house/apartment to the law for the rent of space/land; even though the land has not depreciated its value as would a house/apartment. In November 2008 our space rent was \$850. 01. You increased up to \$896.01, an increase of \$45.91. This was not based on inflation or National Consumer Price Index. We would like you to explain in writing how you came up with this increase of \$45.91 for the rent.

Because your unjustly enrichment in Transfer and Rent affect 182 Mobilehome Onwers in Sandal Wood, we will ask other victims to join us to study this matter. We also believe the 10 pages of Mobile Home Lease Agreement is incomplete and unfair to replace the 85 pages of MRL-2009. Your contract is a product of a con artist.

As State Wide significant, in order to perfect Mobilehome Residency Law and to protect other citizen from such unfair practice, we will report to City, County, State, Legislators, Congress, and HCD.

We will exercise our rights stated in Section 798.25.5 **VOID RULES**

*Any rule or regulation of a mobilehome park that (a) is unilaterally adopted by the management, (b) is implemented without the consent of the homeowners, and (c) by its terms purports to deny homeowners their right to a trial by jury or which would mandate binding arbitration of any dispute between the management and homeowners shall be void and unenforceable.*

Sincerely,

Lich Tran and Family

[lich@tranlich.com](mailto:lich@tranlich.com)

(714) 317 1299

All dispute document are available for view at

<http://www.tranlich.com/mobilehome/>