



# State of New Hampshire

## OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION DIVISION OF TECHNICAL PROFESSIONS

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### BOARD OF MANUFACTURED HOUSING

<https://www.oplc.nh.gov/manufactured-housing/index.htm>

#### COMPLAINT FORM - SECTION 1

To be completed by the Complainant

**INSTRUCTIONS:** The Board of Manufactured Housing is limited to hearing matters involving RSA 205-A:2, RSA 205-A:7 and RSA 205-A:8.

1. Copies of these statutes are located on page 5 through 9, read carefully and determine the paragraph(s) that you are requesting the Board to hear.
2. Place an "X" in the parentheses next to those statute(s) which you believe may have been violated by the Respondent.
3. Administrative Rule Man 203.01 (a) requires that reasonable attempts at settlement must be made prior to filing a complaint.
4. Complete all sections of the Complaint Form Section 1 and attach copies of supporting documents including the "Letter of Good Faith". One copy of the completed complaint section 1, supporting documents, and a copy of the complaint section 2 shall be mailed, hand delivered, or delivered by courier to the Respondent for response to the Board of the specifications of the complaint.
5. On the same day, one copy of the completed complaint form and supporting documents shall be sent to the Board at the address above, along with a nonrefundable \$25.00 check payable to "Treasurer, State of New Hampshire". The date of filing is the date this form is either hand delivered to the Board, postmarked by the post office, or received by an overnight delivery service. MAKE A COPY OF THIS DOCUMENT FOR YOUR FILE.

<b>Part 1 - Man 401.01 Complainant.</b> (The Tenant or Manufactured Housing Park Owner who is completing this form)		
Name:		
Mailing Address:		
Telephone Number(s):	(Home)	(Work)

<b>Part 2 - Man 401.02 Representative.</b> Representative of Complainant, if other than Tenant or Manufactured Park Owner, must also complete this section.		
Name:		
Mailing Address:		
Telephone Number(s):	(Home)	(Work)

<b>Part 3 - Man 401.03 Properties Affected by Complaint.</b> (a) A brief description of the manufactured housing park, its location, the existing number of home sites, and the number of future home sites if more are planned		

<b>Respondent named in this Complaint:</b>		
Park Name and Manager/Owner:		
Mailing Address:		
Telephone Number(s):	(Home)	(Work)

**Continue to Part 4 on next page.**



**Part 6 - Man 401.06 Certifications by Complainant.**

- (a) By signing below, the Complainant certifies under the penalties of perjury (RSA 641) that all of the facts contained in this complaint are complete and truthful to the best of the signer's knowledge; and
- (b) A completed copy of the complaint form has been delivered to the Respondent on \_\_\_\_\_ (same date that the complaint was submitted to the Board)
- (c) The Complaint was delivered to the respondent by mail  or hand delivery  or courier .

Date: \_\_\_\_\_ Complainant Signature: \_\_\_\_\_

Date: \_\_\_\_\_ 2<sup>nd</sup> Signature (if needed): \_\_\_\_\_

In accordance with Man 203.01 (a), I certify that at least 5 days prior to submission of this complaint I have notified the Respondent in writing (a "Letter of Good Faith") sent Certified/Registered Mail/Return Receipt, of the conditions constituting this complaint and have made a good faith attempt to resolve the matter without filing a formal complaint with the Board of Manufactured Housing. A copy of this letter must be attached to this Complaint Form.

Date: \_\_\_\_\_ Complainant Signature: \_\_\_\_\_

**Part 7 - Man 401.07 Certification and Appearance by Representative.**

By signing below, Complainant's representative, if any, certifies under penalties of perjury (RSA 641):

- (a) All certifications in 401.06 are true;
- (b) The Complainant has authorized this representation; and
- (c) A copy of this complaint form was sent to the client (and Respondent).

Date: \_\_\_\_\_ Representative Signature (if applicable): \_\_\_\_\_

**Continue to Part 8 on next page.**

## Manufactured Housing state laws

RSA 205-A:27 Jurisdiction: The board shall hear and determine matters involving manufactured housing park rules, specifically RSA 205-A:2, RSA 205-A:7 and RSA 205-A:8.

### Part 8 - Mark an X in the parenthesis ( ) of each section that applies to your allegation(s).

RSA 205-A:2 Prohibition. No person who owns or operates a manufactured housing park shall:

( ) I. Require any person as a precondition to renting, leasing or otherwise occupying a space for manufactured housing in a manufactured housing park to pay an entrance or other fee in an amount greater than the equivalent of 3 months' rent for said space provided that in no event shall any fee of any kind be charged unless for services actually rendered.

( ) II. Deny any resident of a manufactured housing park the right to sell at a price of such resident's own choosing said resident's manufactured housing within the park or require the resident or purchaser to remove the manufactured housing from the park on the basis of the sale thereof. A resident of a manufactured housing park may place no more than 2 "for sale" signs on or in the manufactured housing for the purpose of selling the home. The park owner or operator may reserve the right to approve the purchaser of the manufactured housing as a tenant, but such approval may not be unreasonably withheld. The park owner or operator may require as a condition of said permission that the purchaser and the purchaser's household meet the current rules of the park. In connection with the sale of a tenant's manufactured housing, the park owner or operator shall not:

( ) (a) Make any rule or enter into a contract, which shall abrogate or limit the tenant's right to place "for sale" signs on or in the tenant's manufactured housing; provided, however, the park owner or operator may by rule or contract provision impose reasonable limitations as to size, quality, registration of such signs, requirements that the posting of such signs be pursuant to bona fide efforts to sell, and removal when the home is no longer being offered for sale. No such limitation as to size or quality shall restrict the use of a painted or printed sign which is 216 square inches or less in size and which contains no more than the words "for sale", along with the name, address, and telephone number of the seller, or the name, address, and telephone number of the seller's agent or representative;

( ) (b) Charge a commission or fee with respect to the price realized by the seller unless the park owner or operator has acted as an agent for the manufactured housing owner pursuant to a written contract;

( ) (c) Require the purchaser to provide the names of more than 3 references from whom the park owner or operator can seek information concerning the behavior and financial reliability of the purchaser; nor shall the purchaser be required to obtain a written report from any such reference;

( ) (d) For a period of 3 years after the implementation of a rule restricting occupancy, refuse to approve the on-site sale of manufactured housing to any person on the basis of age or family status unless such a restriction on occupancy was included in the rules or lease or rental agreement at the time the seller commenced tenancy in the park.

( ) (e) Impose a non-refundable fee for processing an application for tenancy that exceeds

\$125, unless the park owner provides the applicant with an itemized breakdown of the application fee. An application fee may exceed \$125, provided that it is reasonable.

( ) (f) If the park rules require a pre-sale inspection of the home, fail to provide written notice to the park tenant, within 14 calendar days of receiving written notification from the tenant that he or she is going to attempt to sell his or her home in place, of all repairs and improvements that the park owner requires in order to approve the sale. If the park rules do not require a pre-sale inspection of the home and the tenant makes a written request for a specification of the repairs and improvements that the park owner requires for approval of an on-site sale, the park owner shall have 14 days to provide a written list of the required repairs and improvements. The park owner's response to the tenant is valid for 90 days after which time if a sale has not been completed, the park owner may require additional improvements or repairs of any defective conditions which have arisen since the park owner's initial response. The park owner may not require:

( ) (1) The repair or removal of anything inside the home that does not adversely affect the infrastructure of the park.

( ) (2) Compliance with an aesthetic standard if the standard relates to physical characteristics, such as size, original construction materials or color; provided however that nothing in this subparagraph shall prevent a park owner from requiring compliance with aesthetic standards related to maintenance or repairs of deteriorating or defective features of the home, or the removal of a structure or fixture which was added to the home by the seller without the permission of the park owner.

( ) (g) Fail to provided written notice to the prospective buyer, within 14 calendar days of receipt of the prospective buyer's completed application for tenancy, setting forth the reason for the park owner's refusal to approve or indicating the park owner's approval of the prospective buyer as a park tenant. If the prospective buyer is denied the park owner shall, upon request of the seller, send a notice of the denial to the seller that does not disclose the reason therefor.

( ) III. Require manufactured housing at the time of sale or otherwise, which is safe, sanitary and in conformance with aesthetic standards, if any, of general applicability contained in the rules, to be removed from the park. For the purposes hereof, manufactured housing shall be presumed to be safe if it is established that the manufactured housing was constructed to any nationally recognized building or construction code or standard. Failure to meet any such standard or code, in and of itself, shall raise no presumption that the manufactured housing is unsafe; nor may such failure be used as a reason for withholding approval of an on-site sale. The park owner or operator shall have the burden of showing that manufactured housing is unsafe, unsanitary, or fails to meet the aesthetic standards of the park. No aesthetic standard shall be applied against manufactured housing if such standard relates to physical characteristics, such as size, original construction materials or color.

( ) IV. Require any tenant to purchase any goods or services, including but not limited to fuel oil, paving, snow plowing, dairy products, laundry services, bakery products, or food products, from any particular person or company. The park owner or operator may require skirting on the manufactured housing and may make rules governing the size and number of outbuildings and additions; but in such case, must provide the tenant with reasonable options as to the type of materials and construction. The park owner or operator may also impose reasonable conditions relating to central

fuel and gas metering systems in the park; provided that if such conditions are imposed, the charges for such goods or services shall not exceed the average prevailing price in the locality for similar goods and services.

( ) V. Prevent any person or company from selling to or delivering to or otherwise supplying and servicing any tenant with goods or services, or make any charge or request any fee from any such person or company for such activities; provided, that a park owner or operator may prohibit or regulate the soliciting or peddling of sales, goods or services within the park premises.

( ) VI. Require any tenant, or person seeking space in the manufactured housing park, to purchase manufactured housing from any particular person unless the person designated is the park owner or operator and the requirement is imposed only in connection with the initial leasing or renting of a newly-constructed lot or space not previously leased or rented to any other person.

( ) VII. Fail to disclose to each prospective tenant, in writing and a reasonable time prior to the entering into of any rental agreement, all terms and conditions of the tenancy, including rental, utility, entrance and service charges.

( ) VIII. Make or attempt to enforce any rule which:

( ) (a) Establishes an additional charge or increased rental payments, directly or indirectly, for persons under the age of 18 residing in manufactured housing. The park owner or operator may make reasonable rules governing the number of adults or total number of persons permitted to reside in manufactured housing and may establish an additional charge not to exceed 10 percent of gross monthly rent per adult per month where the number of adults residing in manufactured housing exceeds the limit established by such rules.

( ) (b) Requires a tenant to get prior permission of the park owner or operator before an overnight guest can stay in the park; provided, however, a park owner or operator may require prior permission for any guest who stays longer than 30 days, which permission shall not be unreasonably withheld.

( ) (c) Imposes a charge for pets, unless the park owner or operator establishes that services are rendered and expenses are actually incurred because of the existence of such pets; provided that the park owner or operator may make rules, which at the time of implementation, affect only new tenants and the addition of pets by current park residents, governing the number of type of pets per site and providing for a penalty, after 30 days' notice, of not more than \$10 per month for each violation of such rules. Nothing herein shall be construed as requiring a park owner or operator to permit pets, other than those which remain entirely within the manufactured housing and normally require no outside facilities.

( ) (d) Requires a tenant to sell or otherwise dispose of any personal property, fixture, or pet which the tenant had prior permission from the park owner or former park owner to possess or use; provided, however, that such a rule may be made and enforced if it is necessary to protect the health and safety of other tenants in the park.

( ) IX. Charge or attempt to charge a tenant for repair or maintenance to any underground system, such as oil tanks, or water, electrical or septic systems, for causes not due to the negligence of the tenant or transfer or attempt to transfer to a current tenant responsibility for such repair or

maintenance to the tenant by gift or otherwise of all or part of any such underground system.

( ) X. Fail to provide each tenant with the name, address and telephone number of a manager or agent who resides within 10 miles of the park, if the park owner or operator does not reside within 25 miles of the park, which manager or agent shall:

( ) (a) Be reasonably available in person, by means of telephone, or by telephone recording device checked at least twice daily to receive reports of the need for emergency repairs within the park;

( ) (b) Be authorized to make or contract emergency repairs without specific authorization from the park owner or operator; and

( ) (c) Be authorized to make or contract to make necessary non-emergency repairs if the park owner or operator cannot be reached within a reasonable amount of time.

( ) XI. Fail to provide each person who applies to be a tenant of the park with a written copy of the rules of said manufactured housing park. Said rules shall set forth the terms and conditions of the tenancy and shall contain the following notice at the top of the first page printed in capital typewritten letters or in 10 point bold face print:

#### **IMPORTANT NOTICE REQUIRED BY LAW**

**THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING PARK. THE LAW REQUIRES ALL RULES OF THIS PARK TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS PARK GIVES YOU 90 DAYS ADVANCE NOTICE OF THE CHANGE.**

**SUBJECT TO THE TERMS OF ANY WRITTEN LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS PARK AS LONG AS YOU PAY YOUR RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES OF THE PARK AND APPLICABLE LOCAL, STATE, AND FEDERAL LAW, DO NOT DAMAGE PARK PROPERTY AND DO NOT REPEATEDLY BOTHER OTHER TENANTS IN THE PARK. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN 30 DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.**

**YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES OF THIS PARK, BUT ONLY IF THE RULES ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES, AND YOU THEN CONTINUE TO BREAK THE RULES. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION.**

**IF THIS PARK WISHES TO EVICT YOU, IT MUST GIVE YOU 60 DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY 30 DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION.**

**YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE AS LONG AS THE BUYER AND HIS HOUSEHOLD MEET THE RULES OF THE PARK. YOU MUST NOTIFY THE PARK IF YOU INTEND TO SELL YOUR HOME. FAILURE TO DO SO MAY MEAN THAT THE BUYER WILL BE REQUIRED TO MOVE THE HOME FROM THE PARK.**

**COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED RSA 205-A, MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, 33 CAPITOL STREET, CONCORD, NH 03301 OR MAY BE ACCESSED FROM THE GENERAL COURT WEBSITE FOR THE STATE OF NEW HAMPSHIRE.**

( ) XII. Fail to respond to a written request of the consumer protection and antitrust bureau of the department of justice by not mailing or delivering a copy of the current park rules to the bureau within 7 days of receipt of the request. The bureau shall send the request by certified or registered mail. Failure to comply with this paragraph shall not constitute a defense to a possessory action.

( ) RSA 205-A: 7 Security Deposits. No owner or operator of a manufactured housing park shall require as a security or damage deposit an amount greater than one month's rent. Said deposit shall be held or disposed of by said owner or operator in compliance with the provisions of RSA 477:48.

( ) RSA 205-A:8 Purchase of Equipment. No manufactured housing park owner or operator shall require a resident therein to purchase from any particular person under-skirting, equipment for tying down manufactured housing or any other equipment required by law, local ordinance or regulation of the manufactured housing park. However, the park owner or operator may determine by rule or regulation the style or quality of such equipment to be purchased by the tenant from a vendor of the tenant's choosing.



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**COMPLAINT FORM - SECTION 2 RESPONSE TO COMPLAINT**

To be completed by the Respondent

**INSTRUCTIONS:**

1. You (the Respondent) are required to file a response to this complaint within 14 calendar days of receipt (Pursuant to Man 402.01).
2. Carefully read the complaint that has been filed and the items that have been marked on pages 4 through 7 of Complaint Form Section 1. The Board has required the Complainant to provide you with a copy so that you can respond to the complaint within the required 14 days.

The Board encourages mediation with the Complainant to attempt a settlement of these matters before they are scheduled for a hearing.

3. The Respondent must fully complete Section 2 and include any documents that support the response.
4. The Response shall also include a complete copy, and date issued, of the manufactured housing Park Rules applicable to the named park. (Pursuant to Man 402.03)
5. Make a copy of this document for your file.
6. Return your response to the address listed at the top of this page. Filings shall be by hand delivery, postmarked by the post office, or receipted by an overnight delivery service within 14 calendar days of receipt of the complaint form (Pursuant to Man 402.07(a))
7. On the same day of filing with the board, mail or deliver one copy of Section I (Complaint) including the completed Section 2 (Response) to the complainant. (Pursuant to Man 402.01(b))
8. Failure to timely file will constitute a default and the Board shall default the Respondent pursuant to Man 201.15 (See also Man 402.07(b)).



**Part 3 – Certification by Respondent** (Pursuant to Man 402.05)

(a) By signing below, the Respondent certifies under the penalties of perjury (RSA 641), that all the facts contained in this rebuttal are complete and truthful to the best of the signer's knowledge

(date) \_\_\_\_\_ Signature \_\_\_\_\_

2<sup>nd</sup> Signature (if needed) \_\_\_\_\_

(b) A completed copy of Section 2 – Respondent has been delivered to the Complainant on

(date) \_\_\_\_\_

**Part 4 – Certification and Appearance by Respondent's Representative.** The Respondent's representative, if any, shall complete the information below. (Pursuant to Man 402.06)

By signing below, the Respondent's representative certifies under penalties of perjury (RSA 641):

- (1) All certifications in Man 402.04 and Man 402.05 are true;
- (2) The Respondent has authorized this representation; and
- (3) A copy of this form was sent to the client (and opposing party).

Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_