

**STATE OF NEW HAMPSHIRE  
BOARD OF MANUFACTURED HOUSING**

<b>Deborah A. Ford</b>	)	<b>Docket No. 17-13</b>
<b>“Complainant”</b>	)	
	)	
<b>v.</b>	)	
	)	
	)	
<b>Woodstock Co-Operative Inc.</b>	)	
<b>“Respondent”</b>	)	

Hearing held on March 13, 2017 at Concord, New Hampshire.

**DECISION**

This matter came on for hearing before the Board of Manufactured Housing (hereinafter referred to as the Board) on the complaint of Deborah A. Ford (hereinafter referred to as the Complainant) against Woodstock Co-Operative Inc. (hereinafter referred to as the Respondent) alleging the Respondent’s conduct to be in violation of RSA 205-A:2 II (f) . The Board first conducted an initial review of the complaint under MAN 203.03 and voted unanimously to accept it. The parties were previously notified that after initial review, if the Board found that it had jurisdiction, the matter would proceed immediately to hearing. In accordance therewith a hearing was held. The Complainant appeared on her own behalf and Richard Lambert, a member of the Respondent’s Board of Directors appeared for the Respondent. After careful consideration of all the evidence presented, including the exhibits offered and the testimony adduced, the Board finds the following facts and makes the following rulings:

**FINDINGS OF FACT**

This complaint centers around the Respondent’s withholding of \$100.00 of the Complainant’s \$500.00 membership fee in the cooperative for her alleged failure to clean up her homesite just prior to sale of her home, and specifically her failure to retrieve a pet carrier lodged a portion of the way down a wooded hill; it was disputed by the parties as to whether the descending hill was actually part of the Complainant’s lot or common area. The Complainant testified that she purchased her home in and around March, 2014. When she purchased it, it was dirty and the lot was full of debris. She cleaned the lot and home upon moving in. The Respondent also claims to have hired to clean the lot at that time and remove debris. She testified that the pet carrier was in the same position when she moved in as when she moved out. She testified that she did not consider the hill area

to be part of her lot, and the hill area was not useable or accessible by her. Sometime in 2015 she received a notice from the Respondent to remove a mattress and box spring. She complied with the request. There was no mention of the pet carrier. This tended to confirm the Complainant's conclusion that the hill was common area and not her responsibility to maintain. When the time came for the Complainant to sell, she gave her notice to the Respondent. She did not request an inspection of the property and none was made. The rules and by-laws do not require an inspection of the homesite prior to sale. Shortly before the property was scheduled to sell, she received a notice to clean up the homesite, dated November 21, 2016, which specifically noted the pet carrier lodged on the hill. The letter noted that the area would be re-inspected on the day set for closing and that any expense for removing the same and for lot clean up would be deducted from the membership fee. Bylaws permit the use of the membership fee to be withheld to offset debts due the cooperative or expenses incurred by the cooperative on the resident's behalf. The by-laws specify a return of the membership fee within sixty days. In this case, the Respondent withheld \$100, claiming it variously as the cost of lot cleanup, and as the cost of rekeying the mailbox. The Complainant testified that she returned the mailbox keys in a timely fashion. The Respondent ultimately withheld \$100 although it is not clear what formed the basis for a determination that that amount was appropriate, except to assert in its January 21, 2017 communication to the Complainant that "A clean up fee (\$100) has been established and the cost to rekey your post office box (\$100 plus) will be added to that amount." No evidence was introduced as to actual cost of cleaning up the Complainant's homesite. There was no persuasive evidence introduced to show that the hill was actually a part of her homesite.

### RULING

The Board is charged with hearing and determining matters involving manufactured housing park rules, specifically RSA 205-A:2, RSA 205-A:7, & RSA 205-A:8. ( See RSA 205-A:27 I)

The Board is vested with the authority to determine whether a rule is reasonable as applied to the facts of a specific case. (See RSA 205-A:27 I-a.)

RSA 205-A:2 II provides in pertinent part. "...In connection with the sale of a tenant's manufactured housing, the park owner or operator shall not:

(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.”

RSA 205-A:13-c II provides “Cooperative housing parks shall be subject to the provisions of RSA 205-A.”

Based upon the facts presented, there is no violation of RSA 205-A:2 II (f). However, the Board UNANIMOUSLY finds and rules that the Respondent has unreasonably applied its rules, which were changed after-the-fact, to justify its withholding of a portion of the Complainant’s membership fee. Moreover, the Board finds and rules that the area designated for cleanup by the Respondent was not clearly designated as part of her homesite and therefore her responsibility to clean up. No evidence was introduced to support that the amount withheld (\$100) from the Complainant’s membership fee bore any relationship to costs actually incurred for cleanup, or for retooling the mailbox lock as claimed. The Board finds and rules that the rule adopted subsequent to the Complainant’s sale or claimed to be have been adopted by the Respondent, “A clean up fee (\$100) has been established and the cost to rekey your post office box (\$100 plus) will be added to that amount” is unreasonable as applied to the facts of this case and unenforceable. RSA 205-A:6 I requires 60 days notice prior to a park owner’s increase in charges and 90 days for other rules changes after written notice to the tenant. The Board finds that requisite notice of this charge was not given. The Board makes no finding at this juncture as to whether a violation of RSA 205-A:7 has occurred because the Complainant has not so alleged. For the foregoing reasons the Board UNANIMOUSLY finds for the Complainant.

**Man 211.01 Motions for rehearing, reconsideration or clarification or other such post hearing motions shall be filed within 30 days of the date of the Board’s order or decision. Filing a rehearing motion shall be a prerequisite to appealing to the superior court in accordance with RSA 205-A:28 II.**

**SO ORDERED  
BOARD OF MANUFACTURED HOUSING**

Dated: 6-30-17

By: 

Mark H Tay, Esquire, Chairman

**Members participating in this action:**

Mark H. Tay, Esq., Chairman  
Kenneth Dame  
Adam Gidley  
Honorable Thomas Laware  
Lois Parris  
Honorable Franklin Sterling

**CLERK'S NOTICE**

I hereby certify that a copy of the foregoing Ruling of the Board of Manufactured Housing has been mailed this date, postage prepaid, to the parties.

Dated: 7-5-17



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Rick Wisler, Clerk  
Board of Manufactured Housing