

THE STATE OF NEW HAMPSHIRE

BOARD OF MANUFACTURED HOUSING

Carol A. Rand	)	
	)	Docket No. 005-96
v.	)	
	)	
Interlakes Mobile Home Park	)	
(Crosby S. Peck, DDS)	)	
	)	

Hearing held on August 27, 1996, at Concord, New Hampshire.

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

The Board of Manufactured Housing (“the Board”) makes the following findings of fact and conclusions of law and issues the following order in the above-referenced matter.

**PARTIES**

1. Carol A. Rand is a lawful tenant of the Interlakes Mobile Home Park, a manufactured housing community located in Meredith, New Hampshire.
2. Interlakes Mobile Home Park (“the park”) is a manufactured housing community located in Meredith, New Hampshire. Crosby S. Peck is the owner and operator of Interlakes Mobile Home Park. For all purposes, Mr. Peck and and Interlakes Mobile Home Park shall be treated in this Order as a unified entity and shall be identified as “Respondent.”

**MATTERS AT ISSUE**

Ms. Rand seeks the following determination from this Board:

(a) That the Respondent may not require her to upgrade the electrical connection at the meter box within her lot at her expense as a condition of approving the sale of her manufactured housing unit. RSA 205-A:2, III, IX (1989 and Supp. 1995);

(b) That the Respondent may not require her to make specified repairs to the interior of her manufactured housing unit as a condition of approving the sale of the unit. RSA 205-A:2, III (1989 and Supp. 1995); and

(c) that the Respondent acted unreasonably in failing to approve the sale of her manufactured housing unit under the terms of a May 29, 1996 purchase and sale agreement. RSA 205-A:2, III, VIII.

## **FINDINGS OF FACT**

### **General Summary**

3. Carol A. Rand owns a manufactured housing unit located on lot 23 at Interlakes Mobile Home Park. She has lived in the park for approximately 21 years. Her manufactured housing unit is approximately 30 years old.
4. In late 1995 or early 1996, due to family and economic circumstances, Ms. Rand placed her unit for sale, listing the unit with Nash Realty Corporation of Meredith, New Hampshire.
5. On May 29, 1996 Ms. Rand entered into a purchase and sale agreement for sale of her unit to Ms. Janice Tsiatsios for a purchase price of \$6000.00.
6. On June 11, 1996, Roger Nash of Nash Realty forwarded a copy of the purchase and sale agreement and mobile home deed to Mr. Peck, with a request that he approve the sale and sign off on the deed.
7. There were apparently several conversations involving Mr. Peck, Mr. Nash, Park manager Jim Breen and Ms. Rand over the next several days, the substance of which concerned Mr. Peck's initial refusal to approve the proposed purchaser and to sign off on the mobile home deed.
8. On or before June 20, 1996, Mr. Peck and/or Mr. Breen conducted an inspection of the Rand unit.

9. On June 21, 1996, Mr. Peck notified Ms. Rand by letter of a number of problems with the manufactured housing unit which, he maintained, needed to be corrected before he would sign any deed for sale and allow the unit to remain in the park.
10. In his June 21, 1996 letter, Mr. Peck noted the following issues relating to the exterior of Ms. Rand's unit: (i) that the home was "illegally connected" to the electrical meter box; (ii) that a front porch was in disrepair and needed replacement; (iii) that skirting was in disrepair and required replacement; (iv) that a back porch area was in disrepair and needed replacement; and (v) that the lot site needed cleaning and visible refuse to be taken to the dump. June 21, 1996 Letter, par. 1-4, 9.
11. In his letter, Mr. Peck also noted the following issues relating to his manager's inspection of the *interior* of Ms. Rand's unit: (i) that sections of floor board needed replacement; (ii) that sections of the ceiling needed replacement; (iii) that roof repairs needed to be performed to correct apparent leaks which had resulted in ceiling damage; and (iv) that Ms. Rand, as owner of an older unit, must provide management with evidence that her interior and exterior wiring met applicable HUD and Town of Meredith code requirements.
12. In addition, Mr. Peck objected to the plans of the prospective purchaser to purchase the unit as a residence for her eighteen year old son.<sup>1</sup> According to Mr. Peck's testimony, such a plan was inconsistent with the standard park lease term, which requires owner occupancy of any unit placed on a leased lot. See, Rental Agreement, par. 9.

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<sup>1</sup> There is some dispute in the testimony as to whether Ms. Tsiatsios intended to purchase the unit for herself or as a principal residence for her son. The Board accepts as probative on this matter the representations contained in a June 14, 1996 letter from Roger Nash to Attorney Berry of New Hampshire Legal Services to the effect that the prospective buyer had met with park manager Breen and communicated to Mr. Breen that this was her intention. See, June 14, 1996 letter, par. 2.

13. Faced with Mr. Peck's objections, Ms. Rand agreed to release her prospective buyer from the purchase and sale agreement. An authorization for release of escrow was signed by Ms. Rand and Ms. Tsiatsios on July 11, 1996.
14. As of the date of this Order, Ms. Rand continues to own her unit; she is in arrears on ground rent to Mr. Peck.

## **CONCLUSIONS OF LAW**

### **A. Disapproval of Prospective Tenant**

1. The Board finds that the ground lease in use at Interlakes Mobile Home Park specifically limits tenants to owner-occupants of manufactured housing units placed on lots within the park. Lease, par. 9.
2. The Board further finds that the limitation of tenancies to owner occupants is not forbidden by RSA 205-A, or other applicable law or statute.
3. The Board further finds that, in or about 1979, upon taking ownership of the park, respondent caused a copy of then-effective park rules, with ground lease attached, to be distributed to all park residents; and that Ms. Rand received and signed an acknowledgment of receiving that package on June 13, 1979.
4. Therefore, the Board finds that Ms. Rand knew or should have known, at the time she executed the purchase and sale agreement with Ms. Tsiatsios, that park management could reasonably withhold approval of a prospective buyer if the buyer did not plan to occupy the unit.
5. The Board further finds that, by June 14, 1996, all parties to this action (or, in the case of Ms. Rand, her realtor and agent) were aware that park management believed that Ms. Tsiatsios was

planning to purchase Ms. Rand's unit as a home for her son; and that this plan conflicted with the park's lease provisions.

6. The Board further finds that park management's stance on this issue does not constitute an illegal restriction on tenancy based on age or family status in violation of RSA 205-A:2, II (d); or a direct or indirect charge for persons under the age of 18 in violation of RSA 205-A:2, VIII(a)
7. Therefore, the Board finds that Respondent did not act unreasonably or in violation of law by refusing to approve Ms. Tsiatsios as a tenant for purposes of approving sale of Ms. Rand's Manufactured housing unit.

#### **B. Electrical Connection**

8. The Board finds that Respondent's concern with Ms. Rand's exterior wiring centers on the fact that the meter box on her lot contains a "plug-in" connection to the unit. That is, the wire running from the meter box to the unit is connected to the meter box by a detachable plug, rather than being hard-wired into the meter box. It is management's contention that this configuration, while proper when installed, is no longer consistent with code requirements.
9. Respondent further contends that, although electricity is an underground system, as defined by RSA 205-A:IX, maintenance, repair or upgrade of the connection from meter box to the unit is properly the responsibility of the tenant.
10. Ms. Rand contends that (i) the connection is within code<sup>2</sup>; and (ii) that, if repairs or an upgrade to the meter box connection are necessary, they should be the responsibility of the park owner.

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<sup>2</sup> In support of her position, Ms. Rand has submitted a statement by a park resident, who she maintains is a licensed electrician in the State of Maine, to the effect that the connection at issue is within code. Mr. Peck maintains that he cannot accept the statement of an electrician who is not licensed in the New Hampshire on this point. In view of the Board's ruling that management is responsible for the upgrade of the meter box connection, the Board need make no ruling on this issue.

11. The Board concludes that this issue is controlled by its prior decision in the matter of Lafayette Road Residents Association v. Hillcrest Estates, docket no. 005-95. In that case, the Board ruled that, under RSA 205-A:2(IX), park management is generally responsible for provision of electrical service (and maintenance and repair of systems) up to the tenant's housing unit.

12. Here, the Board finds that management is responsible for the maintenance and upgrade of the meter box end of the connection between the park's electrical system and Ms. Rand's unit. Therefore, it is unreasonable for management to condition approval of sale of the unit on Ms. Rand absorbing the expense of any necessary upgrade.

**C. Maintenance and Repair**

13. Ms. Rand testified that she has had the following work performed in and around her manufactured housing unit in response to the conditions for approval of sale set by park management: (i) the yard has been raked and cleaned and a doghouse removed; (ii) the back porch has been painted; and (iii) the front porch has been painted. She has submitted photographs which appear to support her statements; and (iv) the skirting has been cleaned and repaired; and (v) the floor of her unit has been patched.

14. Respondent does not appear to dispute the adequacy of Ms. Rand's corrective action with respect to yard cleaning and skirting repair. However, park manager Mr. Breen testified that, although the back porch has been painted, portions of the porch remain rotted and in disrepair; and on the basis of photographic evidence submitted, the front porch lacks a proper hand rail.

15. Ms. Rand disputes that the roof is damaged. She testified that the roof was only three years old; and that the interior ceiling stains were caused by rain damage immediately prior to the installation of the roof three years ago.

16. The Board finds that park management has not established that it inspected the roof in connection with its pre-sale or other inspections of the property.
17. The Board further finds that, under RSA 205-A:2, III, park management may not require removal of a manufactured housing unit from the park upon sale if the unit is safe, sanitary and in conformance with the aesthetic standards of the park.
18. The Board rules that, in general, these criteria should be strictly applied and that management may not reasonably withhold consent to unit sale unless it can demonstrate that a condition is unsafe, unsanitary or not in conformity with the park aesthetic standards.
19. Because, in this case, management was justified in declining to approve Ms. Rand's prospective purchaser as a tenant, the Board need not rule on the specific maintenance issues raised by this complaint. Nevertheless, the Board notes for the parties' guidance that it would presumptively view as reasonable management's requirement that a tenant replace or repair rotten wood in a porch or steps, or that guardrails on a porch or steps be repaired or installed insofar as these present clear safety issues. Similarly, the Board would view repair of skirting as a reasonable pre-sale requirement, but notes that the law requires management to provide tenants with reasonable options as to the types of materials and construction which may be used. See, RSA 205-A:IV.
20. In addition, the Board would be inclined to view requirements to modify or repair specified conditions in the *interior* of a manufactured housing unit -- which is the private property of the owner -- as presumptively unreasonable unless those conditions present a clear safety or sanitary issue to the park or its residents.<sup>3</sup> The Board notes that, in this case, the purchaser appears to have

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<sup>3</sup> The Board notes that the burden of establishing the showing that manufactured housing is unsafe, unsanitary or not in conformance with the aesthetic standards of the park lies with management. RSA 205-A:2, III. While the Board can envision situations in which management might successfully demonstrate that an interior condition is unsafe or unsanitary, we find it difficult to envision a situation where issues relating to interior housekeeping or repair could be said to conflict with the general aesthetic standards of any manufactured housing park.

agreed to accept the unit as-is, with the intention of addressing floorboard and ceiling repairs herself. The Board sees no reason why an owner of manufactured housing should be any less free to sell his or her property in this manner than the owner of a non-manufactured home<sup>4</sup>.

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<sup>4</sup> Finally, the Board notes that park management submitted as evidence a listing of criteria for a unit to remain in the park upon sale by a resident. As an initial matter, the Board believes that such a list constitutes a defacto rule of the park and should be established as a formal rule; and that failure to provide the listing to tenants at the outset of a tenancy could be grounds for the Board to find management in violation of RSA 205-A:2, VII.

In addition, the Board notes that certain aspects of the listing -- specifically, the inclusion of interior housekeeping and maintenance as factors in deciding whether a home may be sold and remain in the park appear to be beyond the pale of reasonable criteria as established by today's ruling.



A decision of the Board may be appealed, by either party, by first applying for a rehearing with the board within twenty (20) business days of the clerk's date below, not the date this decision is received, in accordance with Man 201.27 Decisions and Rehearings. The board shall grant a rehearing when: (1) there is new evidence not available at the time of the hearing; (2) the board's decision was unreasonable or unlawful.

SO ORDERED THIS \_\_\_\_\_ DAY OF SEPTEMBER, 1996  
BOARD OF MANUFACTURED HOUSING

By: \_\_\_\_\_  
Beverly A. Gage, Chairman

Members participating in this action:

Beverly A. Gage  
Stephen J. Baker  
Leon Calawa Jr.  
Rosalie F. Hanson  
Florence E. Quast  
Jimmie D. Purselley  
Eric Rodgers

**CERTIFICATION OF SERVICE**

I hereby certify that a copy of the forgoing Order has been mailed this date, postage prepaid, to Carol A. Rand and Crosby S. Peck, Interlakes Mobile Home Park.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Anna Mae Mosley, Clerk  
Board of Manufactured Housing



**BOARD MEMBERS CONCURRENCE**

**Docket 005-96, Carol A. Rand v. Interlakes Mobile Home Park (Crosby S. Peck)**  
**August 27, 1996**

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<b>CASE</b>	<b>DATE</b>
_____ STEPHEN J. BAKER	
_____ LEON CALAWA JR.	
_____ ROSALIE F. HANSON	
_____ JIMMIE D. PURSELLEY	
_____ FLORENCE E. QUAST	
_____ ERIC RODGERS	

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