THE STATE OF NEW HAMPSHIRE

BOARD OF MANUFACTURED HOUSING

Andre and Beverly Senay	)	
	)	Docket No. 011-96
v.	)	
Stephen Hynes as trustee for Holiday	)	
Acres Joint Venture Trust, D/B/A	)	
Holiday Acres Mobile Home Park	)	

Hearing held on September 24, 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. Andre and Beverly Senay ("Complainants") are, or were at all times relevant to this matter, lawful tenants of the Holiday Acres MHP, a manufactured housing community located in Allenstown, New Hampshire.

2. Holiday Acres MHP ("the park") is a manufactured housing community located in Allenstown, New Hampshire. Holiday Acres Joint Venture Trust (""the Trust"), is the owner and operator of Holiday Acres MHP. Stephen A. Hynes is the trustee of the Trust. For purposes of clarity, Mr. Hynes , the Trust and the park shall be treated in this Order as a unified entity and shall be identified as "Respondent." [1]

ISSUES PRESENTED

[1] Consistent with the amendment to the pleadings addressed in paragraph 22 below, this unified treatment should be construed to apply to or bid Mr. Hynes in any capacity other than as trustee of the Holiday Acres Joint Venture Trust.

3. The Complainants seek a determination by this Board with respect to the following issues:

A. Whether park management has complied with the statutory notice for rent increases established by RSA 205-A:6.

B. Whether park management is unreasonably requiring Complainant to remove her unit from the park upon sale in violation of RSA 205-A:2, III;

C. Whether park management may require Complainant to sell, dispose of or otherwise modify the following personal property or fixtures:

(i) a doghouse;
(ii) fencing ;
(iii) uninsured motor vehicles.

RSA 205-A: 2, X(d).

D. Whether park management has failed to properly complete work related to maintenance of an underground system by failing to repair Complainants' driveway and/or restore their lawn after repairs to sewer piping, thereby effectively transferring responsibility for completion of the repair to the Complainant. RSA 205-A: 2, IX.

E. Whether park management has unreasonably conditioned its performance of maintenance on Complainant's lot -- i.e., driveway repair and lawn restoration -- on Complainant's compliance with park rules unrelated to the driveway[2]

PRELIMINARY MATTERS
(Motion To Dismiss)

1. [2] By Prehearing Order dated August 13, 1996, the Board also requested the parties to address the issue of its authority to hear matters relating to management's compliance with the statutory notice for rent increases established by RSA 205-A:6. This issue having been the subject of a motion to dismiss filed by Respondent, is addressed in paragraph 4 below.

1. As a preliminary matter, the Respondent has moved to dismiss this matter for a number of reasons. In summary, these are:

   A. That the Complaint does not clearly specify the statutory basis for each claim asserted;

   B. That the Board's review of the Complaint and answer in public session and its issuance of a pre-trial order specifying issues for consideration was ultra vires and constituted a denial of due process to the Respondent.

   C. That Complainant's original Complaint named Stephen Hynes as respondent without reference to the Trust;

   D. That the Board lacks jurisdiction to determine whether Respondent complied with the sixty day notice requirement for rent increases under RSA 205-A:6.

   E. That the Board lacks jurisdiction to determine whether park management has unreasonably conditioned performance of maintenance on compliance with park rules;

A. Lack of Specificity In the Complaint

2. As an initial matter, the Board DENIES Respondent's Motion to dismiss the Complaint for lack of specific citations to the statutory basis of the Complainants' issues.

3. The Board rules that it was created as an alternative forum -- short of litigation -- for the resolution of disputes among manufactured housing park tenants and owners, and that its forms and processes must necessarily accommodate the fact that most complainants and many respondents appearing before it may be pro se and less than fully sophisticated in substantive and/or the procedural law governing this tribunal.

2.

4. In recognition of this fact, RSA 205-A:27, IV(a) requires the Board, or its designee, to conduct an initial screening of any complaint, to determine that it has merit and is not frivolous prior to accepting the complaint and scheduling it for hearing. See N.H. Admin R. 102.03, 201.14 (d).

5. In this case, the Board, having conducted its review of the complaint in public session, issued a pre-hearing order which specifically established the substantive issues and statutory basis of the complaint. Respondent had benefit of this Order well in advance of the hearing; and the hearing was limited in scope to those issues specified in the order.[3]

6. Accordingly, the Board sees no basis for Respondent to contend that it was in any way prejudiced by any formal deficiencies in the Complaint and declines to dismiss the Complaint on that basis.

B. Prehearing Notice

7. Respondent next suggests that the Board's August 6, 1996 notice of hearing and its August 13, 1996 Prehearing notice in this matter were themselves either technically deficient or issued in a manner which denied the respondent due process

8. First, Respondent argues that the Board's notice of hearing dated August 6, 1996 did not reference particular sections of the rules or statute at issue in the scheduled hearing in alleged violation of RSA 541-A:31, III (c); and did not contain a short and plain statement of the issues involved in alleged violation of RSA 541-A:31, III (d).

9. The Board notes that its Notice of Hearing did not specify particular sections of the rules or statute at issue in the scheduled hearing; and did not contain a short and plain statement of the issues involved. However, the Board notes that, unlike a regulatory or licensing agency, it is a public

[3] By so ruling, the Board does not imply that it must issue such an order in all cases; or that it may not require a Complainant to submit a more specific statement; or to dismiss complaints in appropriate circumstances.

adjudicatory forum. Necessarily, in the context of an arbitration hearing, the nature, substance and legal basis for the Complainant's allegations will be generally apparent from the face of the complaint, which must be served upon the Respondent at the same time it is filed with the Board. Man. 201.14(c)(1). Thus, the function of the Notice of Hearing under RSA 541-A: 31 to provide parties with a statement of issues, statutes at issue and legal authority may, as a practical matter, be subsumed in the pre-notice process of complaint and response established by the Board's rules.

10. Here, moreover, the Board specifically issued to the parties a Prehearing Notice which did clearly and, in the Board's view, adequately inform the Respondent of exactly what legal and factual issues would be adjudicated at the scheduled hearing.

11. Respondent appeared at the scheduled hearing represented by counsel and fully prepared to address all issues presented by the Complaint and Prehearing Notice.[4]

12. Accordingly, the Board rules that Respondent was fully and properly notified of all legal and factual issues relevant to this matter and suffered no deprivation of due process meriting dismissal of the Complaint.

13. Additionally, however, Respondent complains that the Board's August 13 public review of the Complaint and subsequent issuance of its Prehearing Notice was itself improper because Respondent was not notified that the Complaint would be discussed at the August 13 public meeting; and therefore had no opportunity to be heard at the public session.

14. The Board rejects this argument. The Board does not view the complaint pre-screening process prescribed by RSA 205-A:27, IV(a) as necessarily contemplating a public, adversarial proceeding with notice and an opportunity to respond. Rather, the Board or its designee, is empowered by the statute

[4] The Board notes that this matter was originally scheduled for hearing on August 27, 1996. At that hearing, park manager Marcia Heath appeared for the Respondent and stated that she had only recently been made aware of the Complaint and was unprepared to present evidence that day. The Board then adjourned the hearing until its next

to make a preliminary determination of the facial merit of the Complaint in connection with its acceptance and assignment to hearing. While the hearing process is adversarial, the Board is aware of no provision in RSA 205-A or 541-A which invests such a preliminary determination with the attributes of an adversarial proceeding.

15. Accordingly, the Board finds that Respondent was not entitled, and suffered no deprivation of due process by not receiving notice and an opportunity to be heard with respect to its preliminary screening of the Complaint.

16. The fact that the Board discussed the matter at public session and accepted the advice of its counsel at that session to clarify matters at issue in the Complaint through issuance of a Prehearing order does not alter this conclusion. Therefore, the Board DENIES Respondents Motion to Dismiss on this basis.

C. Misnomer of Respondent

17. Respondent also moved for dismissal of the complaint based on Complainant's alleged failure to name Mr. Hynes as respondent in his capacity as Trustee of the Trust.

18. The Board notes finds that Complainant's listing of Mr. Hynes as a respondent without reference to the Trust is directly attributable Mr. Hynes' repeated correspondence with the Complainants and other residents under his own name and signature without reference to the existence of the Trust and would therefore not be grounds for dismissal.

19. Nevertheless, by agreement at the hearing, the parties have stipulated to amendment of the pleadings to name Mr. Hynes as trustee of the Trust as the sole Respondent for purposes of this hearing.

20. Therefore, the Board DENIES Respondent's Motion to dismiss on this basis and ALLOWS the stipulated Motion of both parties to amend the pleadings in a manner consistent with the caption of this Order.

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scheduled meeting on September 24, 1996, to permit Respondent to more fully address the issues raised in this matter. At the ensuing continuation of the hearing, Respondent was ably represented by counsel of record.

D. Rental Increase and Notice

24. Respondent's Motion to dismiss all claims related to his alleged failure to provide statutory notice of a rent increase for lack of jurisdiction is GRANTED. RSA 205-A:27, II.

E. Jurisdiction To Hear Claim Based on Alleged Denial of Services For Failure To Adhere To Park Rules

25. Finally Respondent's Motion To Dismiss Complainant's claim, as framed in the Prehearing Notice, that Respondent has unreasonably conditioned performance of maintenance on compliance with park rules, is DENIED.

26. Respondent suggests that the Board is without jurisdiction to hear this matter because no provision of RSA 205-A;2, on which the Board's jurisdiction is based, directly prohibits a park owner from linking service delivery to compliance with rules.

27. This argument overlooks the fact that RSA 205-A:2, VII an IX also impose on park owners an affirmative responsibility to disclose to tenants all terms and conditions of their tenancies by providing them with complete copies of park rules. In this case, the Board rules that enforcement mechanisms by which park owners seek to ensure compliance by tenants with park rules are a term and condition of tenancy which must be disclosed to tenants in validly promulgated rules.

28. The Board finds that it has jurisdiction to inquire whether any rule in effect at Holiday Acres empowers management to condition driveway repair on a tenant's compliance with rules unrelated to the driveway and to rule, at a minimum, that, absent any such rule, an attempt to condition Complainant's driveway repairs on alleged rule violations is unreasonable.

29. Moreover, the Board observes that this issue arises in the context of management's alleged refusal to repair Complainant's driveway and restore her lawn after engaging in work on Complainant's

leased property to repair an underground water system. Thus, as noted in the Prehearing Notice, the Complaint also raises the issue of whether management is unreasonably attempting to transfer to the Senays a portion of the cost of repair of an underground system. RSA 205-A:2, IX. Clearly, the Board's jurisdiction is broad enough to encompass an inquiry into whether park management may avoid its responsibility under RSA 205-A:2, IX by conditioning performance of that duty on the tenant's adherence to all other park rules.

SUBSTANTIVE ISSUES[5]

30. For all the charges and countercharges raised in this matter, the Board notes that this is, at base, a fairly simple dispute. In summary, the Board finds that Respondent acquired Holiday Acres in July, 1995 after the park had passed through bankruptcy, and has been engaged in a commendable program of facilities upgrading and of addressing several long-standing aesthetic and rules compliance issues with a number of tenants, including the Senays. However, in the course of addressing rules issues with tenants, Respondent and Respondent's management have conducted themselves in a manner which has led tenants, including the Senays, to perceive their enforcement efforts as petty, vindictive and retaliatory. Moreover, there has been a notable lack of coordination of positions taken by on-site management and by Mr. Hynes himself, a situation which has exacerbated both this situation and the overall tenor of life in the park.[6]

[5] In view of the numbers of issues presented, the Board will present findings of fact and law and any resulting Order in connection with each issue presented, rather than as separately captioned findings.

[6] The Senays' complaint is one of 8 filed against Respondent by Holiday Acres tenants raising similar issues of perceived selective and retaliatory actions by management. The Board notes that most of these cases were settled by agreement prior to the hearing, and commends both Respondent and its tenants for their efforts to resolve outstanding issues. Nevertheless, the Board views the rash of complaints against management as sending a strong signal to the Respondent that its enforcement policies and procedures must be evaluated in light of unusual level of tenant dissatisfaction with management at this park.

31. With respect to the Senays' situation, Respondent appears to have specified several alleged rules violations, including (i) the presence of a doghouse on the lot; (ii) the size and condition of fencing; (iii) the presence of uninsured vehicles on the lot; and (iv) the fact that, due to an accident, the roof of their mobile home had a hole through it.

32. Respondents have taken various actions to address these issues, including (i) a refusal to restore their driveway and yard after repair work on an underground system unless the Senays complied with management's demands to cure the alleged violations; and (ii) a notice to the Senays that management would not permit sale of their manufactured housing unit unless all rules violations were cured.

33. Complainants also cite other actions, including an alleged pattern of piling snow after street plowing in a manner designed to block their driveway.

A. Failure To Restore Premises After Repair To Underground System

34. On or about September, 1995, Respondent performed repair work on an underground sewer line that ran, in part , through some portion of Complainants' front yard and driveway.

35. In the course of performing that work, Complainant testified that Respondent caused pavement on Complainant's driveway to be removed and also caused several rocks and dirt mounds to be placed within Complainants' front yard.

36. However, the Board is constrained to find that Complainant's own photographic evidence shows that the current state of the driveway is flat, adequately graded and impacted, and, although not paved, it does not appear unusable.

37. The Board further finds that Complainant has not submitted clear photographic evidence demonstrating the current amount or appearance of alleged debris within their yard.

38. Respondent has testified that the referenced work on the sewer system near Complainant's yard was part of a multimillion-dollar effort to upgrade park systems. Respondent further testified that this work he has been hampered by the lack of a comprehensive mapping of the parks sewer system, a situation caused by the age and checkered ownership history of the park, and which has unfortunately necessitated some disruptive excavations on several tenants' yards -- including the Senays.

39. Notwithstanding the reason for, or necessity of the excavation and pavement removal in the Complainants' driveway, or the severity of the impairment visited upon the Complainants by the excavation and pavement removal, the fact remains that the driveway has not been repaved, nor has the lawn been restored to its pre-excavation state -- at least to the extent of removing such rocks and dirt mounds as may have been left behind after the excavation work.

40. Respondent's manager, Ms. Heath, has testified that the Senays' situation is no different from that of many other tenant's --i.e., that no driveway in the park which has been excavated or had paving removed in connection with the ongoing system upgrade has been repaved as of the date of the hearing in this matter. Rather, according to Ms. Heath, all such driveways, including the Senays' will be repaved in due course as general work is completed in each section of the park.

41. As an initial matter, the Board deems it beyond dispute that the restoration of a yard or driveway excavated by park management in the course of repair to an underground system is part and parcel of that repair and that, under RSA 205-A:2, IX, the costs or responsibility of such restoration may not be transferred by management to a tenant.[7]

[7] RSA 205-A:2, IX makes it unlawful for park management to:

42. Moreover, the Board finds that management is under an affirmative duty to "provide each tenant who resides in his 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...." RSA 205-A:2, XI.

43. Initially, the Board finds that management's position, as stated by Ms. Heath, is not at odds with these statutes; and that a reasonable delay in restoration of a tenant's yard after work on an underground system is not, by itself, evidence of an intent to transfer such costs or responsibility; nor does such a delay ordinarily implicate the terms of conditions of a tenancy.

44. However, the Board is not able to conclude on the record before it that Ms. Heath's reasonable statements truly represent the position of management. In particular, the Board notes that, by letter dated July 4, 1996 Stephen A. Hynes responded personally (and not, parenthetically, as a trustee) to the Senays' complaint about their driveway as follows:

> "With respect to your driveway, from what I recall of your situation, there wasn't much of a driveway there to start with. What was there was torn up in order to replace your sewer line.
>
> I won't be putting any new driveways in for anyone who is not in full compliance with the rules, so we have to get that out of the way before I am prepared to talk about a new driveway.":

34. It is frankly difficult to view Mr. Hynes' statement as anything but an outright refusal to restore the Senays' driveway until they could satisfy him that they were in compliance with all park rules; or to view the tone of the letter as anything but amenable to a reasonable perception of selective and retaliatory enforcement of rules.

> Charge or attempt to charge a tenant for repair or maintenance of an underground system, such as oil tanks, or water, or 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.

35. The Board finds that both the tone of the letter and the position it espouses are untenable. First, Mr. Hynes' statement constitutes by reasonable implication a disclaimer of management's responsibility to complete the repair of an underground system and a transfer of responsibility to restore the Senays' driveway to the Senays.

36. The Board rules that management's responsibility to restore a tenant's yard after damage caused by repair to an underground system is unconditional and that such restoration may not reasonably be withheld by management to secure the tenant's compliance with other park rules or conditions of tenancy.

37. Moreover, this Board has previously ruled that it is unreasonable per se to establish penalties for non-compliance with park rules without previously disclosing to tenants the existence of and criteria for such penalties in the park rules themselves. RSA 205-A:2, XI. Ferguson v. Cavalier Realty, no. 96-010, 011, 012 (consolidated) September 24, 1996.

38. The Board rules that Mr. Hyne's purported conditioning of repair of the Senays' driveway constitutes precisely such a penalty and is, therefore, an undisclosed term and condition of tenancy which must be addressed in the park rules if it is to be enforced. RSA 205-A:2, XI.

39. In view of the above, the Board rules that Respondent may not condition restoration of the Senays' driveway and yard on management's satisfaction that the Senays are in compliance with all other park rules.

40. However, the Board finds that management may reasonably delay repaving of the driveway until other driveways in the near vicinity of the Senays' yard are also scheduled for repaving.

41. The Board further finds that there appears to be no equivalent reason why management cannot presently effect any needed restoration to the Senays' yard so that there is no justification for delay in the removal of any excavation debris from the Senays' yard.

42. Therefore, the Board ORDERS Respondent to include the Senays' driveway in any scheduled paving sequence which includes other driveways in the near vicinity of the Senays' yard, without respect to the Senays' compliance with any rule of the park; and to remove all excavation debris from the Senays' yard as soon as weather allows, again without respect to the Senays' compliance with any rule of the park.

B. Sale of Home

43. On or about July 10, 1996, Complainants notified Respondent by telephone that they intended to put their home up for sale.[8]

44. By letter dated July 10, 1996, Ms. Heath responded as follows:

> "In answer to your phone call today, this letter is to inform you that upon the sale of your house, all taxes to the town must be paid and the home must be removed from the lot due to the age and appearance of the home. This is in the rules and regulations.

45. A second letter, dated July 11, 1996, read as follows:

> "This is a follow-up of the letter dated 7/9/96[sic]. When you sell your home, the rent must be paid in full, the taxes paid, and the home has to be in compliance with all the park rules. If these items are not addressed the home will have to be moved at the time of sale.

46. RSA 205-A: 2, III: establishes the limits on a park owner's ability to require removal of a manufactured housing unit upon sale. In summary, the statute forbids a park owner to require a home to be moved upon sale unless he can show that the

home is unsafe, unsanitary or not in reasonable conformance with the aesthetic rules of the park.

47. Measured by this standard, the two notices provided by Ms. Heath to the Senays are both violative of the statute and completely inadequate notice of management's grounds for objection to on-site sale.

48. First, the issue of taxes is an impermissible ground to deny permission to sell. There is simply no basis in the statute for management to take this position. Both the July 10 and July 11 letters violate RSA 205-A:2, III to the extent that they purport to assert a right to require removal of a manufactured housing unit upon sale based on any real or imagined tax deficiency[9].

49. Second, the issue of any rental deficiency, while it may be grounds for eviction or a reasonable refusal to sign off on a transfer deed, see RSA 205-A:4, is also not a permissible ground to require that a tenant remove his or her manufactured housing unit upon sale. Therefore, both the July 10 and July 11 letters violate RSA 205-A:2, III to the extent that they purport to assert a right to require removal of a manufactured housing unit upon sale based on any real or imagined rental deficiency.[10]

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[8] There is no evidence that Complainants ever secured a buyer.

[9] Significantly, Respondent has offered no proof that Complainants owed any taxes to the town as of July 1996; nor is it apparent from the record that Respondent or its manager made any attempt to determine whether any such taxes were owed before issuing its notice.

[10] Similarly, the record is devoid of any evidence that the Complainant's were behind in rental payments at the time of the notices issued by management.

50. Third, both notices completely fail to specify what aspects of Senays' unit constitute grounds for a removal demand by management. The July 10 notice notes only the unit's "age and appearance". The follow up notice at least includes a generic reference to compliance with park "rules." However, neither notice contains an iota of information from which the Senays' could determine what remedial steps might be required before management would permit the unit to remain on site upon sale.

51. Accordingly, the Board finds that both the July 10 and July 11 notices violate RSA 205-A:2, III by purporting to require removal of a mobile home unit upon sale based on (i) the age of the home; and (ii) the appearance of the home, without making any effort to establish that the home is or was unsafe, unsanitary or not in conformance with any specified aesthetic standard of the park.

52. Notwithstanding Respondent's inability to specify the basis of its position to the Complainants, Ms. Heath testified at hearing that Respondent's primary objection to the sale of the house was the existence of a hole in the roof caused by Mr. Senay while working. Complainants have presented photographic evidence the condition has been repaired and Ms. Heath acknowledged that the repair was acceptable to management. As a result, Ms. Heath stated at the hearing that Respondent now has no objection to the sale of the Senays' home.

53. Therefore, the Board ORDERS that Respondent is barred from requiring the removal of Senays' home from the park upon any projected sale for any reason other than those specified in RSA 205-A:2, III; and further ORDERS Respondent,

to the extent that it may have legitimate grounds for asserting such a requirement in the future, to clearly specify the grounds of such objection by specifically informing the Complainants of how their manufactured unit is unsafe, unsanitary or not in conformity with explicit aesthetic standards of the park.

C. Ongoing Rules Violations

54. At hearing, the parties also addressed three issues raised by Respondent as violations of park rules. These were: the (i) the presence of a doghouse on the lot; (ii) the size and condition of fencing; (iii) the presence of uninsured vehicles on the lot. See supra, par. 31.

55. The parties have agreed that the first two issues have been resolved among the parties to their satisfaction and no longer constitute ongoing rules violations. Accordingly, the Board makes no finding with respect to the Complainant's doghouse or fencing.

56. With respect to uninsured vehicles, the Board finds that a validly promulgated park rule does forbid maintenance of uninsured vehicles within the park. See, Park Rule 9(b).[11]

57. The Board further finds that such a rule is reasonable requirement by management in that a manufactured housing park constitutes private property, and that any injury to persons or property caused by uninsured vehicles within a park could result in

[11] Respondent also contended that two vehicles maintained on the Senays' property were unregistered, which would also be a violation of Park Rule 9(b). Complainant presented the Board with evidence that both vehicles at issue are in fact validly registered. accordingly, the Board makes no finding as to the validity of that portion of Park Rule 9(b) which addresses registration of vehicles.

liability to park management or residents which may not be reimbursable from the resources or assets of the vehicle's owner.

58. Accordingly, the Board finds that management may reasonably enforce the provisions of Park Rule 9(a) against the Complainants.

D. Snowplowing and Other Allegations of Harassment

59. The Board notes that the issue of whether management has improperly blocked Complainant's driveway was not clearly posed in the initial complaint nor addressed in the Prehearing Notice. Accordingly, the Board will make no findings with respect to this issue.

60. Notwithstanding this fact, the Board notes with concern the pattern of conduct directed by Respondent and by management toward the Complainants in this case and the similarity of complaints raised against the Respondent and management by other tenants before this Board.

61. The Board observes that the treatment accorded the Senays' with respect to their yard and driveway and the projected sale of their home are rationally amenable to a perception of selective and retaliatory enforcement, which makes other actions of management easily perceived as harassment.

Therefore, the Board strongly recommends to Respondent that it address this perception by the Senays and other tenants in the park, and notes that the most effective way of reducing such a perception is by the establishment of clear rules with explicit criteria for enforcement, uniformly applied throughout the Community.

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 JANUARY, 1997

BOARD OF MANUFACTURED HOUSING

By: _____

Leon Calawa, Jr., Acting Chairman

Members participating in this action:
Beverly A. Gage
Stephen J. Baker
Leon Calawa Jr.
Rosalie F. Hanson
Kenneth R. Nielsen, Esq.
Jimmie D. Purselley
Florence E. Quast
Eric Rodgers
Edward A. Santoro

CERTIFICATION OF SERVICE

I hereby certify that a copy of the forgoing Order has been mailed this date, postage prepaid, to Andre and Beverly Senay and Denis Robinson, Esq., counsel for Stephen Hynes as trustee for Holiday Acres Joint Venture Trust, D/B/A Holiday Acres Mobile Home Park.

Dated:_____ _____

Anna Mae Twigg, Clerk
Board of Manufactured Housing

BOARD MEMBERS CONCURRENCE

CASE	**DATE**

_____
STEPHEN J. BAKER

_____
BEVERLY A. GAGE

_____
ROSALIE F. HANSON

_____
KENNETH R. NIELSEN, ESQ.

_____
JIMMIE D. PURSELLEY

_____
FLORENCE E. QUAST

_____
ERIC RODGERS

_____
EDWARD A. SANTORO

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THE STATE OF NEW HAMPSHIRE

BOARD OF MANUFACTURED HOUSING

Andre and Beverly Senay	)	
	)	Docket No. 011-96
v.	)	
Stephen Hynes as trustee for Holiday	)	
Acres Joint Venture Trust, D/B/A	)	
Holiday Acres Mobile Home Park	)	

Hearing held on September 24, 1996, at Concord, New Hampshire.

ORDER ON RESPONDENT'S
REQUESTS FOR FINDINGS AND RULINGS

The Board of Manufactured Housing ("the Board") makes the following order with respect to Respondents Request For Findings and Rulings:

1. Granted.
2. Granted.
3. Granted.
4. Granted, if modified to incorporate paragraphs 55 and 56 of the Board's findings of fact and conclusions of law Order. ("the Order").
5. Granted, if modified to incorporate paragraphs 54 through 63 of the Order.
6. Granted.
7. (Alternative). Neither granted nor denied.
8. Granted, if modified to incorporate paragraphs 54 through 63 of the Order.
9. (Alternative). Neither granted nor denied.

10. Granted, if modified to incorporate paragraphs 54 through 63 of the Order.

11. Denied.

12. Granted.

13. Granted, if modified to incorporate paragraph 63 of the Order.

14. Granted, but modified to incorporate paragraph 63 of the Order.

15. Denied insofar as Respondent has not demonstrated that the condition referred to existed on July 10 or July 11, 1996.

16. Granted with respect to Park rule 9(b).

17. Granted with respect to certain vehicles owned by the Complainants which are, by admission, uninsured. Denied to the extent that the Requested Finding suggests that all vehicles owned by the Complainants are uninsured. No such showing has been made.

18. Granted with respect to Park rule 9(b).

19. Granted in part and modified to note that no evidence, beyond general testimony of Ms. Heath and representations of counsel, of the cost of any construction or upgrade being conducted by Management was introduced. Therefore denied as to the phrase "multi-million dollar."

20. Granted, if modified to read: "Management has removed the pavement from driveways of residents other than the Senays in connection with the renovation and/or repair of underground systems in the park."

21. Granted.

22. Denied.

23. (Alternative). Denied.

24. Granted, if modified to incorporate paragraphs 34 through 52 of the Order.

25. (Alternative). Neither granted nor denied.

26. Granted.

27. Granted, if modified to incorporate paragraphs 34 through 52 of the Order.

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 JANUARY, 1997

BOARD OF MANUFACTURED HOUSING

By: _____

Leon Calawa, Jr., Acting Chairman

Members participating in this action:

Beverly A. Gage
Stephen J. Baker
Leon Calawa Jr.
Rosalie F. Hanson
Kenneth R. Nielsen, Esq.
Jimmie D. Purselley
Florence E. Quast
Eric Rodgers
Edward A. Santoro

CERTIFICATION OF SERVICE

I hereby certify that a copy of the forgoing Order has been mailed this date, postage prepaid, to Andre and Beverly Senay and Denis Robinson, Esq., counsel for Stephen Hynes as trustee for Holiday Acres Joint Venture Trust, D/B/A Holiday Acres Mobile Home Park.

Dated:_____ _____

Anna Mae Twigg, Clerk
Board of Manufactured Housing