

THE STATE OF NEW HAMPSHIRE
BOARD OF MANUFACTURED HOUSING

William and Melissa Griffin	*	
Complainants	*	
	*	
v.	*	Docket No. 006-00
	*	
Stephen Hynes as trustee for Holiday	*	
Acres Joint Venture Trust, d/b/a	*	
Holiday Acres Mobile Home Park	*	
Respondent	*	

Hearing held on August 10, 2000 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.

I. Parties

1. William and Melissa Griffin (“Complainants”) are and were at all times relevant to this matter, lawful tenants of the Holiday Acres NHP, 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

¹ This unified treatment should not be construed to apply to or bind Mr. Hynes in any capacity other than as trustee of the Holiday Acres Joint Venture Trust.

II. Issue Presented

Complainants seek a determination by this Board of the following issue:

- a) Whether park management's demand that they dismantle and/or remove a prefabricated shed from its present position in their yard to a position on which they had previously maintained a shed constitutes a requirement that they dispose of personal property which they had prior permission to have or use in violation of RSA 205-A:2, VIII(d)?

III. Findings and Rulings

1. On or about March 9, 2000, Complainants purchased a prefabricated, but disassembled shed for installation in their yard. On or about that day William Griffin spoke with Marcia Heath, manager of the park, and asked permission to install the shed.

2. Ms. Heath verbally granted permission for installation of the shed, as requested.

3. Rule 6(1) of the Holiday Acres Rules, regulations and Lease Agreement, (January 31,1997), provides in relevant part that “[s]heds no larger than 100 square feet are allowed, toward the back of the home, with approval of management.”

4. Mr. Griffin testified that, at the time of his conversation with Ms. Heath, he expected to place the shed in the same location on his lot as an existing shed which would be disassembled and disposed of.

5. The existing shed was located toward the rear of the Griffins' lot as viewed from Cheryl Drive. However, the Griffins' home is placed on its lot so that the front

of the home faces Lane Drive. Thus, the existing shed, though positioned toward the back of the lot as viewed from Cheryl Drive, was in fact placed to the side of the Griffins' home as installed.

6. At some point during installation of the new shed, Mr. Griffin decided to reposition it to the actual rear of his home, in closer proximity to the Griffins' driveway, which opens onto Cheryl drive at the side of the Griffins' home.

7. Ms. Heath testified that her understanding of the initial request by Mr. Griffin to replace his existing shed was that the new shed would be placed in substantially the same location on the lot as the old shed, i.e. toward the back of the lot as viewed from Cheryl Drive and to the side of the home as installed.

8. In fact, the shed, as finally installed by the Griffins, was positioned approximately midway through the lot as viewed from Cheryl Drive, though clearly behind the home as positioned on the lot.

9. The Board finds that Ms. Heath's interpretation of Mr. Griffin's request was reasonable in view of Mr. Griffin's initial intention to install the new shed as a direct replacement for the old.

10. Upon learning that the shed had been placed elsewhere on the lot park management issued a series of demands to the Griffins that they relocate their shed to the position of the original shed.

11. On or about July 26, 2000, park management sent to William Griffin a notice to quit based on numerous alleged violations of park rules including issues related to the placement of the shed.²

12. This matter arises in the context of a complaint under RSA 205-A:2, VIII(d), which forbids the park from requiring tenants to dispose of personal property which they had previously received permission to own or maintain. In this case, Complainants cannot establish a viable claim under this statute for two reasons.

13. First, the Board cannot find that Complainants ever actually sought or were granted permission by park management to install their new shed in its present location. Rather, the board is persuaded by Ms. Heath's testimony that she understood Mr. Griffin's request to replace his shed as a request to install a new shed in the same location as the old.

14. This interpretation is consistent with Mr. Griffin's testimony that he originally intended to place his new shed in the old location.

15. Complainants argue that their placement of the shed behind their home is consistent with the precise language of Park Rule 6(1). However, the Board cannot find on the record before it that park management's interpretation of the rule as requiring placement of sheds toward the back of the Griffins' lot, as viewed from its frontage on Cheryl Drive, notwithstanding the transverse placement of the home on the lot, is unreasonable.

² For reasons set out fully in the matter of *Hynes v. Hale*, no. 96-016, the Board retains jurisdiction to decide this matter, notwithstanding the park's issuance of a statutory notice to quit based on, among other things, the matter presently before this Board

16. Thus, The Board finds that park management's demand that the Griffins move their shed to another location within their lot does not constitute abrogation of any previously granted permission to maintain a shed in violation of RSA 205-A:2, VIII (d).

17. Moreover, the Board finds that management's demand of the Complainants is limited to a request that they reposition their shed on their lot. This is not a demand that they divest themselves of personal property and so does not, in and of itself, constitute a violation of RSA 205-A:2, VIII(d).

ORDER

Therefore, the Board orders that the complaint of William and Melissa Griffin against Holiday Acres MHP be, and hereby is, DISMISSED.

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

BOARD OF MANUFACTURED HOUSING

By: _____
Kenneth R. Nielsen, Esq., Chairman

Members participating in this action:

Sherrie Babich-Strang
Stephen J. Baker
Richard R. Greenwood
Rep. Warren Henderson
Rep. Robert J. Letourneau
Kenneth R. Nielsen, Esq.
Jimmie D. Purselley
Florence E. Quast

CERTIFICATION OF SERVICE

I hereby certify that a copy of the forgoing Order has been mailed this date, postage prepaid, to William & Melissa Griffin, 6 Cheryl Dr., Allenstown, NH 03275, Stephen Hynes, Holiday Acres Mobile Home Park, 1-A Parkwood Dr., Allenstown, NH 03275, and Denis Robinson, Esq., Law Offices of John L. Allen & Associates, 27 Lowell St., Manchester, NH 03101

Dated: _____

Anna Mae Twigg, Clerk
Board of Manufactured Housing

BOARD MEMBERS CONCURRENCE

Docket 006-00 William & Melissa Griffin v. Stephen Hynes as Trustee for Holiday Acres
Joint Venture Trust d/b/a Holiday Acres Mobile Home Park.

SHERRIE BABICH-STRANG

STEPHEN J. BAKER

RICHARD R. GREENWOOD

REP. WARREN HENDERSON

HON. ROBERT J. LETOURNEAU

KENNETH R. NIELSEN, ESQ.

JIMMIE D. PURSELLEY

FLORENCE E. QUAST

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