

THE STATE OF NEW HAMPSHIRE
BOARD OF MANUFACTURED HOUSING

Mary and Andrew Strout)	
And)	
Ms. Regina Snuffer)	
Complainants)	
)	
)	Consolidated
v.)	Docket Nos. 001-01
)	002-01
)	
George Hast and Sherryland, Inc.)	
Respondent)	

Hearing held on March 12, 2001 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. Sherryland Park MHB (“Sherryland Park” or “the park”) is a manufactured housing community located in Tilton, NH. Sherryland, Inc. is the owner and operator of Sherryland Park, and George Hast is president of Sherryland Inc. Mr. Hast has acted at all times relevant to this order as the manager of the park. For purposes of clarity, the park and its management shall be referred to in unitary fashion as “Respondent.”¹

2. Mary and Andrew Strout were and are at all times relevant to this matter, lawful residents of the park.

¹ This unified treatment should not be construed to apply to or bind Mr. Hast in any capacity other than as President of Sherryland, Inc.

3. Ms. Regina Snuffer was and is at all times relevant to this matter, a lawful resident of the park.²

ISSUE PRESENTED

4. Complainants seek a determination with respect to the following issues
- A. Whether the Respondent may charge them for repairs to a septic system on a lot adjacent to theirs on the basis of Respondent's contention that damage to that system was caused by Complainants' negligence? RSA 205-A:2, IX;.
 - B. Whether park management has unreasonably and unfairly declared the Complainants ineligible for an "incentive" discount from monthly rental payments in violation of the general principle that park rules must be reasonable and reasonably administered, as set forth in RSA 205-A:2, XI?
 - C. Whether park management's July 28, 2000 delivery of notices to quit to the Complainants, which were purportedly based on a proposed change in use of a section of the park and issued pursuant to RSA 205-A:4, VI, in fact constitutes an unjustified attempt to require removal of the Complainants' manufactured housing units in violation of RSA 205-A:2, III and 205-A:2, VIII (d)?

FINDINGS OF FACT AND RULINGS OF LAW

5. As a preliminary matter, the Board finds that this matter is inextricably linked to prior actions before this Board involving the Respondent. These are: *Brown and Lucier v. Sherryland Park et al.*, No. 002-00 (June 19, 2000) (Brown I) and *Howe v. Sherryland Park; et al.* No. 003-00 (June 19, 2000) (Howe I); and *Jason Brown and Valerie Lucier and David and Diana Howe v. Sherryland Park et al.*, Consolidated Docket Nos. 009-00, 010-00, (December 12, 2000) (Brown/Howe II).

6. In *Howe I*, the Board heard Complainant's claim that the park had failed to address an alleged unsanitary or unhealthful condition involving a septic field in their yard. After hearing, the Board dismissed the Howe's Complaint on the ground that it raised a health and safety issue beyond the jurisdiction of the Board, which was more

² Ms. Snuffer and the Strouts will be referred to collectively as "Complainants."

properly presented to the Superior Court by petition under an expedited process pursuant to RSA 205-A:15 through 20.

7. In *Brown I*, the Board found that Mr. Brown had, more probably than not, contributed to an overflow condition in his septic field by running water through uninsulated aboveground pipes over a period of days in order to prevent standing water from freezing. However, the Board also ruled that charges asserted by park management were, unsubstantiated and unreasonably punitive and so enjoined the park from asserting such charges against Mr. Brown and Ms. Lucier.

8. The Board announced its orders in the *Howe I* and *Brown I* matters in public session at the conclusion of the hearings on June 19, 2000. The Board's dismissal order in *Howe I* was issued on August 14, 2000; and the Board's written decision in *Brown I* was issued on September 22, 2000.³

9. On or about June 28, 2000, Respondent, -- just over a month after the Board had announced its decisions in *Brown I* and *Howe I* in open session -- park management caused separate notices to be sent to the Brown/Lucier household, the Howe household, and to the Complainants.

10. First, Mr. Brown and Ms. Lucier, Mr. and Mrs. Howe, and each of the Complainants herein were sent a notice that, effective October 1, 2000, they would no longer be eligible for a \$40.00 incentive monthly rental discount granted under Rule XX of the Sherryland 2000 Park Rules ("Park Rule XX").

11. In the case of all four notices, no specific reason was stated for denial of the incentive. Rather, each notice simply recited that "[t]he Sherryland, Inc. Board of

³Both the *Brown I* and *Howe I* Orders have been entered as orders of the Superior Court pursuant to RSA 205-A:28, III (Supp. 2000).

Directors feels the \$40.00 incentive is not working with you and with the change in the State Statutes we will charge the full amount of the rent.”

12. In addition, Mr. Brown and Ms. Lucier, Mr. and Mrs. Howe, and each of the Complainants were also served with identically worded notices to quit, purportedly under the authority of RSA 205-A:4, VI, which provision permits “condemnation or change of use” of a manufactured housing park as a permissible reason for eviction. *Brown/Howe II*, par. 18-20.

13. Notwithstanding its purported basis under RSA 205-A:4, VI, the Notice to Quit does not recite any specific fact which indicates that the park or any portion of it is under a condemnation order issued by any competent authority; nor does the order, on its face recite any specific change of use contemplated for the park or any area within the park.

14. Rather, the Notice contains the following explanatory statement:

The Sherryland, Inc. Board of Directors reviewed the tapes of the Complaint hearing before the State of NH Board of Manufactured Housing of 6/19/00.

What we heard on the tapes may or may not be our belief that there may or may not be a health problem. We will not take a chance on your health.

Therefore the Sherryland, Inc. Board of Directors have decided to discontinue using the Manufactured Housing Sites as rental sites to others, the subdivision which was filed at the registry of Deeds in Belknap County, Book 146 Pages 67& 68. The Manufactured House Site you rent from us is included in said subdivision

15. In *Brown/Howe II*, this Board specifically rejected the park’s argument that the notice to tenants denying them the benefit of the \$40.00 incentive deduction from rental payments pursuant to Park Rule XX was a “rent increase.” Accordingly, the Board ruled that it was not divested of jurisdiction to assess the reasonableness of Respondent’s

application of Park Rule XX to the Complainants in that case under RSA 205-A:27, I.(Supp. 2000). *Id.*, par. 5-7.

16. The Board found that that Respondent's application of Park Rule XX, to Mr. Brown and Ms. Lucier and the Howes was "arbitrary, standardless and retaliatory, and therefore completely unreasonable." *Id.*, par. 64.

17. The Board also found in *Brown/Howe II* that the Notices To Quit were not valid exercises of the park's right to assert legitimate changes in use of the park as grounds for evicting the Howes and the Brown/Luciers because (a) there was no evidence that the park, or even the section of the park containing the lots of the Complainants in that matter was or is faced with condemnation by any competent authority; (b) there was no credible evidence that Mr. Hast actually contemplated a change in use of the section of the park at issue; and (c) there was "overwhelming" evidence that the Notices To Quit were part of a retaliatory campaign by the park against complaining tenants.. *Id.* at par. 89-102.

18. The Board further found that under RSA 205-A:5, park owners are under a legal obligation to "specify in the notice required by [RSA 205-A:4] the reason for termination of any tenancy in [a] manufactured housing park."

19. However, the Notices to Quit examined in *Brown/Howe II* simply contained identical language citing testimony before this Board regarding the possible existence of a health and safety condition as the primary ground for eviction. Indeed, the primary reason asserted for the proposed eviction in the Notices To Quit was that "what we heard on the tapes [of the prior hearing] may or may not be our belief that there may or may not be a health problem." *Brown/Howe II*, par. 20.

20. The Board ruled in *Brown/Howe II* that this statement does not even begin to establish a valid reason for eviction or for a requirement that the Complainants move their homes. *Id.*, par 104.

21. In the absence of a valid exercise of rights under RSA 205-A:4, VI, the Board ruled in that the park's attempt to force the removal of the Howes' and Brown/Lucier's manufactured homes was governed by RSA 205-A:2, III, which forbids park owners from:

Requir[ing] 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..... The park owner or operator shall have the burden of showing that the manufactured housing is unsafe, unsanitary or fails to meet the aesthetic standards of the park.

Brown/Howe II, par. 103-106.

22. Therefore, the Board ruled that, though nominally phrased as a Notice To Quit, Respondent's attempt to require removal of the Complainants' manufactured housing units from their present rental sites was in clear and direct violation of RSA 205-A:2, III; and as such, could not be allowed. *Id.*, par 106.

Identity of Issues and Issue Preclusion

23. The Board finds that several facts central to adjudication of these matters are identical to those already presented in *Brown/Howe II*. In particular, the Board finds that

- (i.) the Notices To Quit served on Ms. Snuffer and the Strouts are identical to those served on Mr. Brown and Ms. Lucier and the Howes; and were served as part of a unitary delivery of such notices to all residents of the section of the park at issue here;

- (ii.) the Notices of denial of rental incentive served on Ms. Snuffer and the Strouts are identical to those served on Mr. Brown and Ms. Lucier and the Howes; and were served as part of a unitary delivery of such notices to all residents of the section of the park at issue here;

24. The Board finds that Respondent, through Mr. Hast, had an ample and complete opportunity in *Brown/Howe II* to assert to the Board its positions that (i.) any notice regarding denial of the incentive discount from rental payments under Section XX of the Park rules is a “rent increase” beyond the jurisdiction of the Board; (ii) that its Notices To Quit were valid exercises of landlord rights under RSA 205-A:4, VI; and (iii) regarding the Board’s finding that its issuance of Notices to Quit and Notices of denial of rental discounts constituted illegal retaliation against tenants for exercising their legitimate rights.

25. Therefore, the Board rules that the park is barred from relitigating the Board’s factual findings with respect to the issues listed in paragraph 24 by the doctrine of issue preclusion.

26. Notwithstanding this conclusion, the Board notes that, at hearing, it allowed Mr. Hast considerable leeway in presenting testimony and argument disputing the Board’s prior conclusions. Even so, the Board finds that no evidence presented in this matter, nor any argument made by the park at hearing persuades the Board that any different conclusion with respect to these issues is warranted

27. In view of the conclusive nature of its factual findings with respect to the Notices to Quit and the Notices of denial of rental discount in these matters, the Board finds that the only questions which must be adjudicated here are as follows:

- a. Whether there is any valid reason under Park Rule XX for the park to deny the Complainants herein the benefit of the incentive deduction;
- b. Whether there is any valid issue involving safety, sanitary conditions or conformity with aesthetic standards of the park which might justify a requirement that either or both Complainants herein remove their homes from the park pursuant to RSA 205-A: 2, III; and
- c. Whether the Notices to Quit and Notices of denial of incentive discount sent to each of these Complainants are part of an impermissible pattern of retaliation against tenants for assertion of their legal rights?

28. With respect to Mr. And Mrs. Strout, the Board finds that, beginning in the spring of 2000, park management notified Mrs. Strout that it had received complaints from her neighbor, Mrs. Howe, regarding standing water in the Howe's yard, and the possible malfunction of the septic system which serviced both the Howe's and the Strout's homes.

29. As a result of these complaints, the park instructed Mrs. Strout to discontinue using her washing machine. Mrs. Strout complied with this instruction and ceased doing laundry in her home.

30. Mr. Hast testified that he offered Mrs. Strout the use of his own washing machine in his home. However Mrs. Strout testified that she felt uncomfortable with this arrangement and so, for a period of several months, regularly took her laundry to a commercial laundromat.

31. During this time, Mr. Hast appeared before this Board in *Howe I* and vehemently denied that there was any problem with the septic system that services the Howe and Strout homes. In August 2000, this Board issued its Order in *Howe I* dismissing the complaint of the Howes regarding the septic system as beyond the jurisdiction of the Board. Accordingly, the Board made no factual finding with respect to the condition or operation of the septic system.

32. In or about June 2000, Ms. Strout became impatient with the extent of time she had been forbidden to use her washer. This impatience was exacerbated by the fact that the park was publicly stating that there was no problem with the septic system and had taken no action to inspect or repair the system.

33. Accordingly, Mrs. Strout resumed using her washer, in or about June 2000.

34. With respect to Ms. Snuffer, the Board notes that she has been embroiled in a simmering dispute with park management regarding the condition and functioning of the septic system she shares with the Brown/Lucier household. This dispute has involved complaints to the Town of Tilton and the Department of Environmental Services, and has resulted in at least two inspections of the septic system by DES personnel during 1999 and early 2000.

35. Testimony by DES Environmentalist III, James Bass, established that the system was in fact compromised at various times in and around November 1999 – roughly the time period at issue in *Brown I* – but is not now, and has never been in failure;⁴ and that Mr. Hast has hired a designer to create a design which could be rapidly approved if the system ever does fail.

36. There was a conflict in testimony between Mr. Hast and Mr. Bass regarding the current operational capacity of the Brown/Snuffer system.⁵ DES views the system as

⁴ The Board further notes that it has already concluded that the condition of the septic system during that period was, more probably than not, attributable to Mr. Brown's practice of running water through the system to avoid freezing of standing water in uninsulated above-ground pipes. The Board understands that the pipes at issue have been insulated (and were insulated at the time of its decision in *Brown I*). Accordingly, to the extent that this practice was an issue during the winter of 1999-2000, it should no longer be a contributory factor in any alleged malfunction of the septic system.

⁵ Although the Board does not have jurisdiction to determine whether the system is in failure for purposes of ordering remediation, *see RSA 205-A:15-20*, the Board accepted extensive testimony regarding the condition of the system for purposes of evaluating Ms. Snuffer's contention that the park's denial of the \$40.00/month incentive discount was in fact an effort to charge her for repair to an underground system in violation of RSA 205-A: 2, IX..

capable of supporting a water flow of approximately 6 bedrooms (which by rule of thumb represents approximately 12 persons) at 150 gallons/day per bedroom, or roughly 900 gallons of flow per day. Actual flow, as measured by a meter installed by DES between January 4 and January 18, 2000, showed a total flow of approximately 1300 gallons, or 92 gallons per bedroom per day. Environmentalist Bass concluded from this data that the system was being subjected to less than maximum feasible use.

37. Mr. Hast on the other hand testified that, in his opinion, the system was designed to support usage by a maximum of eight persons, so that it is currently overtaxed.

38. However, Mr. Hast offered no supporting data or evidence to support his opinion. Accordingly, the Board finds that the system is best analyzed by DES criteria, and cannot currently be considered as subject to overuse.

39. Notwithstanding this official conclusion by DES, Mr. Hast notified Ms. Snuffer in the spring of 2000 that, like the Strouts, she was to cease doing laundry in her home.

40. For a period of several months, Ms. Snuffer also regularly took her laundry to a commercial laundromat.

41. In or about June 2000, Ms. Snuffer, like Mrs. Strout, resumed using her washer.

42. On or about July 28, 2000, the Strouts, Ms. Snuffer, the Howes and Mr. Brown and Ms. Lucier all received their identically worded Notices to Quit based on the projected closure of their section of the park, and their Notices of denial of incentive discounts.

Rental Incentives

43. Notices of denial of incentive discount served on the Strouts and Ms. Snuffer, like those addressed by the Board in *Brown/Howe II*, failed to specify a reason for the denial

beyond the conclusory assertion that the incentive discount under Park Rule XX “is not working.”

44. The Board finds that, on the evidence presented, there is no dispute that Mrs. Strout has consistently paid her rent in a timely manner, and so qualifies for the rental discount unless she is otherwise out of conformity with specific rules of the park or other identifiable contractual agreements with the park.

45. With respect to Ms. Snuffer, The Board finds that, on the evidence presented, there is no dispute that she has consistently paid her rent in a timely manner, and so qualifies for the rental discount unless she is otherwise out of conformity with specific rules of the park or other identifiable contractual agreements with the park.

46. Moreover, in the absence of any credible evidence that either the Strout/Howe septic system or the Brown/Snuffer septic system was actively malfunctioning in July 2000, there is no reasonable basis on the record before this Board for the park to have denied either of these Complainants the benefit of the incentive discount under Park Rule XX.

47. Thus, when Mrs. Strout and Ms. Snuffer contacted Mr. Hast to ask the reason for the denial of incentive discount, he informed them that it was because they had resumed doing laundry at their homes in defiance of his instruction that they cease doing so. In testimony, Mr. Hast confirmed that this was the primary reason for his Notice to these tenants and for his decision to deny them incentive discounts under Park Rule XX.

48. As tenants, the Complainants were, and are entitled to the ordinary usage of their property, including untrammelled use of their washing machines. If a condition existed with respect to their septic systems which genuinely compromised that use, it would

likely constitute a health or safety issue which park management is obligated to repair. See, RSA 205-A:15-19.

49. Mr. Hast has consistently denied that there is any issue with the Strout/Howe septic system. At most, he has testified that his decree to the Strouts that they cease doing laundry at home was based on Mrs. Howe's complaints regarding an allergic reaction possibly associated with the use of the septic system, and the Howes' contention that the system was leaking and causing standing water in some part of their yard.

50. However, there is no evidence that the park took any steps to investigate the validity of these complaints (or perceived complaints) before taking the draconian step of indefinitely forbidding the Strouts to use their laundry.

51. With respect to Ms. Snuffer, there is evidence, in this case and in *Brown I* that the Snuffer/Brown septic system experienced problems during the winter of 1999. However, the evidence is clear that those problems did not persist into the summer of 2000, and that the system has been inspected and found to be operating within capacity by DES personnel, acting in official capacity.

52. Thus, there appears to be no reason on the record before this Board for the park to have insisted that Ms. Snuffer or the Strouts refrain from using their laundry at home in June and July of 2000.

53. Accordingly, the Board finds that, although the park's request that each of the Complainants refrain from doing laundry at home in the early spring of 2000, when some question existed as to the proper functioning of each of the septic systems may have been reasonable, the park's continuing insistence that these Complainants refrain from doing laundry at home was unreasonable by June 2000.

54. The Board also finds that neither Ms. Snuffer nor the Strouts agreed with the park to cease doing laundry in their homes indefinitely. Rather, each Complainant was entitled to have the park address the issues upon which it had based its request in an expeditious manner.

55. Therefore, the Board concludes that neither Ms. Snuffer or the Strouts breached any contract or agreement or any rule of the park in June 2000, when they resumed doing laundry at home.

56. Therefore, the Board finds that the park's denial of an incentive discount to these Complainants based on their decisions to resume doing laundry in their homes in or about June 2000 is unreasonable.

57. Necessarily, any subsequent demand for rent or notice to quit served on any of these Complainants tenants based on the park's denial of the incentive discount pursuant to its July 28 Notices should also be viewed as unreasonable, impermissible and unlawful.

Notices To Quit

58. The Board finds that there is no evidence on the record before it which indicates that there is any health or safety condition pertaining to either the Howe/Strout or the Snuffer/Brown septic fields which might, if proven, conceivably justify the park's decision to close the section of the park containing their homes.⁶

59. With respect to the Snuffer/Brown system, the Board further accepts the testimony of DES Inspector Bass that her septic system is not in failure, and so presents

⁶ The Board does not rule, or accept the proposition, that a landlord may evade its fundamental responsibility to provide safe and sanitary housing to a tenant, or to promptly repair septic or other underground systems at no cost to a tenant, by citing the condition of a failed septic system as grounds for eviction.

no immediate health or safety condition which could conceivably be the motivation for the Notice To Quit served on her.

60. In any event, neither the Notice To Quit to Ms. Snuffer nor the Notice To Quit to the Strouts specifically relies on or incorporate any health or safety issue associated with her septic system, but rather contains the same inspecific and, as this Board has previously ruled, impermissible recitation of reasons for eviction. *See supra*, par. 19 (“What we heard on the tapes [of the prior hearing] may or may not be our belief that there may or may not be a health problem”).

61. The Board further finds that the park’s July 28, 2000 Notices To Quit to these complainants, like the Notices To Quit discussed in *Brown/Howe II* appear, on balance, to be part of a retaliatory campaign against all four tenants who have brought Complaints before this Board.⁷

62. The Board further finds that, in addition to being caught in the crossfire of Mr. Hast’s retaliatory campaign against her neighbors, Ms. Snuffer also appears to be the victim of specific retaliation for her complaints to the Town of Tilton and DES regarding her septic system. RSA 540:13-a, 13-b.

63. Finally, the Board finds that the park has presented no evidence whatsoever to establish that the Strout’s home is unsafe, unsanitary or not in conformity with the aesthetic standards of the park. RSA 205-A:2, III.

64. Therefore, the Board rules that, though nominally clothed in a Notice To Quit, Respondent’s attempt to require removal of the Strout’s manufactured housing unit from

⁷ The Board specifically adopts and incorporates its findings in paragraphs 84 through 102 of the *Brown/Howe II* Order.

its present rental site is in direct violation of RSA 205-A:2, III; and as such, cannot be allowed.

65. Similarly, the Board finds no evidence that Ms. Snuffer's home is unsafe, unsanitary or not in conformity with the aesthetic standards of the park. RSA 205-A:2, III.

66. Therefore, the Board rules that, though nominally clothed in a Notice To Quit, Respondent's attempt to require removal of Ms. Snuffer's manufactured housing unit from its present rental site violates RSA 205-A:2, III; and as such, cannot be allowed.

Subsidiary Issues

67. The Board notes that Ms. Snuffer has withdrawn any claim under RSA 205-A:2, IX. As that claim is waived, the Board makes no finding with respect to it.

68. The Board notes that it is without jurisdiction to order the park to take any specific action with respect to the Snuffer/Brown septic system. *See generally Howe I.*

69. The Board finds that there is evidence that the park has undertaken repairs with respect to the Snuffer/Brown septic system at a cost in the amounts asserted in *Brown I.* However, the Board cannot conclude on the evidence before it that the denial of rental incentive to Ms. Snuffer constitutes an attempt to charge her for the cost of such repairs. Accordingly, the Board makes no finding with respect to her claim against the park under RSA 205-A:IX.

ORDER

- A. Respondent is enjoined from denying Complainants the benefit of the incentive allowance established by Park Rule XX on the basis of their practice of doing laundry in their homes.

- B. Respondent is enjoined from asserting any late fee, or from serving any demand for rent, or notice to quit or from commencing any eviction action, or taking any other action against the Complainants based on their failure to comply with the Notices of denial of incentive discussed in this Order.
- C. Respondent is enjoined from taking any action to require removal of the Complainants' manufactured housing units from the park on the basis of the Notice To Quit served on them on or about July 28, 2000.

Complainants' Request For Findings of Fact and Rulings of Law

The Board makes the following rulings with respect to the Request For Findings of Fact and Rulings of Law submitted by Mary and Andrew Strout. These rulings are to be considered as subsidiary and complementary to the findings and rulings contained in the body of this Order and, to the extent there is any inconsistency between these rulings and any finding or ruling contained in the body of the Order, the findings and rulings contained in the Order shall control.

1. Granted.
2. Neither granted nor denied.
3. Granted.
4. Granted.
5. Granted, consistent with this Order.
6. Granted, consistent with this Order.
7. Neither granted nor denied.
8. Neither granted nor denied.
9. Granted.
10. Neither granted nor denied.
11. Neither granted nor denied.
12. Granted.
13. Granted.
14. Granted.
15. Granted if modified to reflect the findings of the Board at paragraph 13 of the *Brown/Howe II* Order.

16. Granted consistent with this Order.
17. Granted, consistent with this Order.
18. Neither granted nor denied.
19. Denied.
20. Granted.
21. Granted.
22. Neither granted nor denied.
23. Granted.
24. Granted, consistent with this Order.
25. Neither granted nor denied.
26. Granted.
27. Granted.
28. Granted, consistent with this 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 , 2001
BOARD OF MANUFACTURED HOUSING

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

Members participating in this action:

Stephen J. Baker
Richard R. Greenwood
Rep. Warren Henderson
Rep. Robert J. Letourneau
George E. Maskiell
Kenneth R. Nielsen, Esq.
Florence E. Quast
Linda J. Rogers
Sherrie Babich-Strang

CERTIFICATION OF SERVICE

I hereby certify that a copy of the forgoing Order has been mailed this date, postage prepaid, to Mary & Andrew Strout, Heather Shulze, Esq., NH Legal Assistance, Regina Snuffer, George Hast and Edmund J. Waters, Jr., Esq., counsel for George Hast, Sherryland Park, Inc.

Dated: _____

Anna Mae Twigg, Clerk
Board of Manufactured Housing

BOARD MEMBERS CONCURRENCE

Docket 001-01, Mary & Andrew Strout, & Docket 002-01, Regina Snuffer v. George Hast and Sherryland Park, Inc.

CASE

STEPHEN J. BAKER

RICHARD R. GREENWOOD

REP. WARREN HENDERSON

REP. ROBERT J. LETOURNEAU

KENNETH R. NIELSEN, ESQ.

GEORGE E. MASKIELL

FLORENCE E. QUAST

LINDA J. ROGERS

SHERRY BABICH-STRANG

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