

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

Marie Melvin,	)	
Complainant	)	
	)	Docket No. 018-01
Vs.	)	
	)	
Mr. & Mrs. Arthur Cook	)	
(Cook's Mobile Home Park)	)	
Respondent	)	

Hearing held March 8, 2002

**PARTIES**

1. Marie Melvin (“Complainant”) is and was at all times relevant to this matter, a lawful tenant of Cook’s Mobile Home Park, a manufactured housing community located in Salem, New Hampshire.
2. Mr. and Mrs. Arthur Cook are the owners of Cook’s Mobile Home Park, (“the park”) a manufactured housing community located in Salem, New Hampshire. Mr. & Mrs. Arthur Cook and the park will be referred to as a unified entity by the term “Respondent.”

**ISSUES PRESENTED**

This Order addresses two unrelated issues:

- 1). Ms. Melvin claims she has never received a copy of the park rules from park owners Mr. & Mrs. Cook.
- 2) Ms. Melvin claims that contractors cannot come into the park to do work on her property without the owners’ (Mr. & Mrs. Cook) permission and without a certificate of insurance.

## **BACKGROUND INFORMATION**

On November 28, 2001, Marie Melvin filed a written complaint and submitted the required fee to the Board on December 12, 2001. In her complaint, Ms. Melvin reported that she had not received new park rules from the owners who had purchased the park, and that she had to get permission by the park owners to have a contractor work on her home. On January 14, 2002, after numerous requests, a response was finally received from Joseph L. Hamilton, attorney for the Respondents.

Attorney Hamilton's response signed by the Respondents stated: 1.) We have previously provided the Complainant with a copy of the park rules. Further we are awaiting a decision from the board regarding prior complaint. 2.) We have not required any tenant to purchase goods or services from any particular person or company. 3.) We have not prevented any person from selling, delivering to or servicing any tenant.

The Board convened March 8, 2002, to hear testimony given by Ms. Melvin. Mr. & Mrs. Cook, while present at the hearing, were represented by their attorney, Joseph L. Hamilton.

Ms. Melvin testified, regarding issue #1, that she had not been given a set of park rules, and that residents of the park were still going by the rules supplied by the previous owners. The Complainant then submitted letters with respect to issue #2 showing that contractors were hired to build a ramp and replace a doorknob on her home, and testified that the Respondents stopped the contractor repeatedly asking for a certificate of insurance. She also submitted a photo of a sign at the entrance to the park declaring "ANY BUSINESS CONDUCTED ON THIS PROPERTY MUST HAVE APPROVAL OF PARK OFFICE." Ms. Melvin testified that this sign did not go up until she started working on the ramp for her home.

Attorney Hamilton responded by stating that Ms. Melvin had received and signed for a set of the old park rules, and that Mrs. Cook had handed a set of the new rules to her but had no record of receiving a signed copy. Attorney Hamilton also said that the residents could hire whom they wanted to work on their home but that the contractors must stop at the office and provide a certificate of insurance. Mrs. Cook also testified that all they ask is if anyone wants anything done to their homes that the contractors provide a certificate of insurance. She also stated that the sign was installed soon after they purchased the park. Attorney Hamilton testified there was nothing in the park rules stating that a certificate of insurance is need for contractors doing work on residents' homes.

Ms. Melvin, at the prompting of Board Members, was given a copy of the new set of park rules by Attorney Hamilton but requested time for her attorney to look at the rules before signing them.

## **DISCUSSION AND CONCLUSION**

RSA 205-A: 2 XI requires an owner or operator of a manufactured housing park to provide each tenant with a written copy of the park rules. The Board concludes that this was done at the hearing on March 8<sup>th</sup> and may have even happened before. Thus the Board declines to find a violation of this section.

With regard to the second issue the Board held lengthy discussions concerning whether or not a park owner can prevent a tenant from calling and using repair persons without insurance to do work on or in their homes within a park and whether or not a park owner can require proof of insurance from such repair persons hired by a tenant in order for the repair person to access the park.

The Board concluded that the sign at the park entrance is overbroad and has the potential to prevent persons or companies from providing goods and services to tenants. The sign says “ANY BUSINESS CONDUCTED ON THIS PROPERTY MUST HAVE APPROVAL OF PARK OFFICE” and is overbroad because it appears to apply to **any** business must have park approval. It is no business of a park owner who a tenant hires to repair a doorknob, for example. For a park owner to prevent a tenant from hiring a person or company to provide any goods or services within a park, even if the person or company was without insurance, would be a violation of RSA 205-A: 2 IV and/or V in the proper case. Cook’s Mobile Home Park is cautioned that the sign may have a chilling effect on tenants and whomever they elect to contract with for goods or services and could result in such prevention contrary to the statute if the tenant could show that such action prevented the work from being completed. However, in Mrs. Melvin’s case the contracted work on her home was completed and thus she was not prevented from hiring whomever she chose to do the work. Therefore the Board cannot find a violation of RSA 205-A: 2 IV or V under the facts as presented.

Findings of Fact are embodied in this decision.

## **RULINGS OF LAW**

- 1) RSA 205-A: 2 IV. No person who owns or operates a manufactured housing park shall require any tenant to purchase any goods or services, bakery products or food products, from any particular person or company. The park owner or operator may require skirting on the manufactured housing and may make rules governing the size and number of outbuildings and additions; but in such case, must provide the tenant with reasonable options as to the type of materials and construction. The park owner or operator may also impose reasonable conditions relating to central fuel and gas metering systems in the park; provided that if such conditions are imposed, the charges for such goods or services shall not exceed the average prevailing price in the locality for similar goods and services.

- 2) RSA 205-A: 2 V. No person who owns or operates a manufactured housing park shall prevent any person or company from selling to or delivering to or otherwise supplying and servicing any tenant with goods or services, or make any charge or request any fee from any such person or company for such activities; provided, that a park owner or operator may prohibit or regulate the soliciting or peddling of sales, goods or services within the park premises.
- 3) RSA 205-A: 2 XI. Provides in relevant part, as follows: No person who owns or operates a manufactured housing park shall fail to provide each tenant who resides his park with a written copy of the rules of said manufactured housing park.

### **ORDER**

- 1) The Board pursuant to RSA 205-A: 2 XI orders the park owners to provide a set of park rules to the Complainant. The park rules were handed to the Complainant during the hearing by the park owners' attorney, Joseph L. Hamilton thus no further action is required.
- 2) The Board pursuant to RSA205-A: 2 IV and V respectively, orders the park owner to remove the sign or reword it in such a way as is consistent with the statutes.

A decision of the Board may be appealed, by either party, by first applying for a rehearing with the Board within thirty (30) 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:**

Kenneth R. Nielsen, Esq.  
Linda J. Rogers  
George Maskiell  
Florence E. Quast  
Sherrie (Babich-Strang) Keith

Rep. Robert J. Letourneau recused himself from participating in this action.

**CERTIFICATION OF SERVICE**

I hereby certify that a copy of the forgoing Order has been mailed this date, postage prepaid, to Marie Melvin, 20 Travelers Dr., Salem, NH 03079, Mr. & Mrs. Arthur Cook, 37 S. Broadway, Salem, NH 03079 and Joseph L. Hamilton, Esq., 54 Main St., Salem, NH 03079

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

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

**BOARD MEMBERS CONCURRENCE**

**Marie Melvin v. Mr. & Mrs. Arthur Cook, Docket No. 018-01  
CASE**

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GEORGE E. MASKIELL

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KENNETH R. NIELSEN, ESQ.

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FLORENCE E. QUAST

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LINDA J. ROGERS

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SHERRY (BABICH-STRANG) KEITH