

THE STATE OF NEW HAMPSHIRE
BOARD OF MANUFACTURED HOUSING

Michael Frigon)
"Complainant")
)
v.) Docket No. 15-03
)
Trailer Home Village Co-Operative, Inc.)
"Respondent")

Hearing held on November 13, 2015, at Concord, New Hampshire.

DECISION AND ORDER

The Board of Manufactured Housing ("the Board") heard arguments on a request for reconsideration and clarification filed by Michael Frigon ("Complainant") regarding a manufactured home which is situated at 4 Trailer Home Drive, Salem, New Hampshire.

The Complainant raised the following issues and requests in his motion:

1. That the Board erred in deciding that the non-membership fees were reasonably applied pursuant to RSA 205-A:27, I(a);
2. That the Board erred in deciding that there was proper disclosure of the non-membership fees pursuant to RSA 205-A:2, VII;
3. That the Board clarify the ruling regarding a "fee" or "rent"; and
4. That the Board allow a rehearing on these specific issues.

The Complainant argued that the non-membership fee was originally \$100. In 2013 and 2014 the fee was increased. The first increase was \$100.00 to \$200.00 and the 2014 increase was \$200.00 to \$250.00. Complainant referred to Exhibit 12 "Proposed Changes to Bylaws and Community Rules of the THV Co-Op" dated December 3, 2013, which stated, in part, "Non-members do not assume any of the burden for the costs for increases in the recurring "community utility charges (water/sewer/electric).

The Complainant cited RSA 205-A:6 Fees, Charges, Assessments as authority for the assertion that the Board erred in finding the reasons for the charges, or increase in the charges, to be legitimate. The Complainant argued that the reason for the non-membership fee was to recoup potential utility costs and appears to be an administrative fee that violates RSA 205-A:6,

III. The Complainant recognized, however, that the Board does not have specific jurisdiction over RSA 205-A:6.


The Complainant further argued that the non-membership fee was not properly disclosed. The Complainant asserted that increases in fees could not be contemplated according to market conditions through the passage of time and that the increase was not contemplated at the signing of the original lease agreement and the placement of the manufactured home in Trailer Home Village in approximately 1977. Additionally, the Complainant argued that the current park rules more resemble a contract of adhesion than a freely entered into contract.

Man 211:02(a) requires the moving party to demonstrate that the Board's decision is unlawful, unjust or unreasonable. Man 211:01 clarifies this standard by requiring the moving party to describe how each error caused the Board's decision to be unlawful, unjust or unreasonable, or illegal in respect to jurisdiction, authority or observance of the law, an abuse of discretion or arbitrary, unreasonable or capricious.

As to the issues raised by the Complainant in his motion for reconsideration and clarification, the Board **FINDS AND RULES** as follows:

The Board finds that the Complainant has merely reiterated the findings he disagrees with and repeated the arguments made at the hearing on the complaint. The Complainant has not presented any new evidence for the Board's consideration and has presented no compelling argument or information that the Board has acted unlawfully, unjustly or unreasonably, or illegally in respect to jurisdiction, authority or observance of the law or has abused its discretion or acted arbitrarily, unreasonably or capriciously. The Board therefore declines to modify its October 1, 2015 Decision and Order, finds that no clarification is required and denies the request for a re-hearing.

SO ORDERED
BOARD OF MANUFACTURED HOUSING

By: 
Robert Hunt, Esq., Board Secretary