

<b>ORIGINAL</b>	
N.H.P.U.C. Case No.	DW 09-267
Exhibit No.	# 7
Witness	
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EX 7

THE STATE OF NEW HAMPSHIRE  
BOARD OF MANUFACTURED HOUSING

Mark E. Leach	)	
Complainant	)	
	)	
	)	
v.	)	Docket No. 001-02
	)	
Langley Brook Realty LLC	)	
Phil & Nancy Kerr, Julie Fletcher	)	
Respondents	)	

Hearing held on April 22, 2002 at Concord, New Hampshire.

**DECISION AND ORDER**

Before the Board of Manufactured Housing (“the Board”) is a complaint by Mark E. Leach that Langley Brook Realty LLC (Langley Cove Mgmt Team), Phil & Nancy Kerr and Julie Fletcher have violated RSA 205-A:2, IX, X and XI by charging him for repairs to the water and sewer systems of the park, not having an owner/agent reasonably assessable to tenants and not having park rules published in a manner consistent with state law. After considering all the testimony and evidence presented to the Board, the Board issues the following order.

**BACKGROUND INFORMATION**

Mark Leach testified that at the time of purchase the park owner said they were going to make repairs and improvements in the park and they have not been done to date. Mr. Leach is the only year-round resident who owns his home in the park. The park owner owns and rents 3 units to year-round residents. The rest of the units are seasonal,

some campers, some are owned by the owner and others are owned by private parties. The issue is whether the work being done on the water and sewer lines is new work or repairs. RSA 205-A:2, IX, X and XI. Mr. Leach feels that the park is charging him for the repair of an underground system. He also charges that the park owner is not responsive to phone calls and the park rules are not in 10-point bold face type.

Mrs. Kerr stated that they purchased the park in 1999. There are several failing systems in the park. They pump these systems more often or do not rent the units. They are in the process of preparing to install a sewer system that will connect with the city system. The system is in the approval process. Mrs. Kerr said that they live adjacent to the park within walking distance. She checks the message machine about twice a week in the off season. The new owners do not take a salary from the park. They bought it in a run-down condition and are doing the best they can to improve the living conditions. The bank will approve the loan to make improvements if the rents can sustain the loan.

### **FINDINGS OF FACT**

Langley Park is a manufactured housing park as defined in 205-A:1 II in that, while there are a number of campers in the park, there are two or more manufactured houses.

Langley Brook Realty LLC (Langley Cove Mgmt Team) has, in fact, raised the rent of the unit owned by Mark Leach and has sited the need to address water and sewer issues as a justification for the increase. The existing water and sewer systems serving various areas of the park are in a state of substantial disrepair, necessitating that some units may not be rented and higher-than-normal maintenance is required. Langley Brook

Realty LLC (Langley Cove Mgmt Team) plans to replace and/or renovate the water and sewer systems serving the park, and is obtaining municipal approvals and financing necessary to proceed.

Phil and Nancy Kerr live within 10 miles of the park during the summer season and maintain a telephone answering machine in that residence which they check about twice each week during the off-season.

The park rules are not published in at least 10-point bold face type.

### **RULINGS OF LAW**

205-A:1, II. "Manufactured housing park" means any parcel of land under single or common ownership or control which contains, or is designed, laid out or adapted to accommodate 2 or more manufactured houses. Nothing herein shall be construed to apply to premises used solely for storage or display of manufactured housing.

205-A:2, IX. Charge or attempt to charge a tenant for repair or maintenance to any underground system, such as oil tanks, or water, 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.

205-A:2, X. Fail to provide each tenant with the name, address and telephone number of a manager or agent who resides within 10 miles of the park, if the park owner or operator does not reside within 25 miles of the park, which manager or agent shall:

(a) Be reasonably available in person, by means of telephone, or by telephone recording device checked at least twice daily to receive reports of the need for emergency

repairs within the park;

(b) Be authorized to make or contract emergency repairs without specific authorization from the park owner or operator; and

(c) Be authorized to make or contract to make necessary non-emergency repairs if the park owner or operator cannot be reached within a reasonable amount of time.

205-A:2, XI. Fail 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 and shall contain the following notice at the top of the first page printed in capital typewritten letters or in 10 point bold face print.

### **CONCLUSION AND DISCUSSION**

The Board finds the following:

Langley Park is a manufactured housing park and the Board of Manufactured Housing has jurisdiction to decide the matters brought before it in this case.

The water and sewer work planned by Langley Brook Realty LLC (Langley Cove Mgmt Team) is a capital improvement and not a repair and therefore does not constitute a violation of 205-A:2, IX.

Langley Brook Realty LLC (Langley Cove Mgmt Team) are in compliance with the provisions of 205-A:2, X related to access to an owner or agent.

The park rules for Langley Park are not printed in at least 10 point bold face font as required by 205-A:2, XI.

THEREFORE IT IS ORDERED THAT Langley Brook Realty LLC (Langley Cove Mgmt Team) produce and distribute to all tenants in Langley Park a copy of park rules printed in at least 10 point bold face font.

Man 203.03 Motions for rehearing, reconsideration or clarification or other such post-hearing motions shall be filed within 30 days of the date of the Board's order or decision. Filing a rehearing motions shall be a prerequisite to appealing to the superior court in accordance with RSA 204-A:28, II.

**SO ORDERED**

**BOARD OF MANUFACTURED HOUSING**

By: \_\_\_\_\_  
Kenneth R. Nielsen, Esq., Chairman

**Members participating in this action:**

Stephen J. Baker  
Rep. Warren Henderson  
Rep. Robert J. Letourneau  
George E. Maskiell  
Kenneth R. Nielsen, Esq.  
Linda J. Rogers  
Florence E. Quast  
Judy Williams

**CERTIFICATION OF SERVICE**

I hereby certify that a copy of the forgoing Order has been mailed this date, postage prepaid, to Mark Leach, P. O. Box 5221, Laconia, NH 03247, Langley Brook Realty LLC, Phil & Nancy Kerr & Julie Fletcher.

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

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

**BOARD MEMBERS CONCURRENCE**

**Mark E. Leach v. Langley Brook Realty LLC, Phil & Nancy Kerr, Julie Fletcher  
Docket No. 001-02**

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STEPHEN J. BAKER

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REP. WARREN HENDERSON

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REP. ROBERT J. LETOURNEAU

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KENNETH R. NIELSEN, ESQ.

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GEORGE E. MASKIELL

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FLORENCE QUAST

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LINDA J. ROGERS

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JUDY WILLIALMS

Order Leach 001-02 June 10, 2002.doc