

**TOWN OF EASTON
RULES AND REGULATIONS FOR MOBILE HOME PARK
ACCOMMODATIONS, RENTS AND EVICTIONS**

In accordance with Chapter 88 of the Acts of 2013 and the Mobile Home Parks By-Law adopted by the Easton Special Town Meeting held on February 6, 2012, and after hearing in accordance with applicable law, the Easton Rent Control Board hereby adopts the following regulations for the purpose of regulating rents, standards and evictions in mobile home parks within its jurisdiction:

Section 1 – Definitions:

A. **Board:** The Mobile Home Rent Control Board (the “Board”), as established under the above described Special Act and Bylaw.

B. **Capital Improvements:** Any substantial rehabilitation, addition or other improvement which appreciably adds to the value of the manufactured housing accommodations or the manufactured housing community or prolongs its life or both, but not including ordinary repairs and maintenance.

C. **Manufactured Housing Accommodation:** A Manufactured Home as defined in G.L. c. 140, §32Q, also known and referred to as a “Mobile Home.” A Manufactured Housing Accommodation may include the following:

1. The lot or space in a Manufactured Housing Community (see below) upon which is located a Manufactured Home not owned by the holder of the license of said park and used and occupied as a one family dwelling unit.
2. A Manufactured Home owned by the licensee of a manufactured housing community and used and occupied by a Tenant as a one family dwelling unit.

D. **Manufactured Housing Community:** A Manufactured Housing Community licensed by the Board of Health pursuant to G.L. c.140, §32B, also known and referred to as a “Mobile Home Park.”

E. **Housing Services:** Services or facilities provided by an Owner or required by law, or by the terms of a rental housing agreement to be provided by an Owner to a Tenant in connection with the use and occupancy of any manufactured housing community, which may include without limitation: services, furniture, furnishings and equipment; repairs, decorating and maintenance; provisions of light, heat, hot water, cold water, telephone, kitchen, bath and laundry facilities and privileges; use of yard and other common areas; janitor service, refuse removal, parking facilities, and any other benefit, privileges or facility connected with the use or occupancy of any Manufactured Housing Accommodations. Housing Services for a Manufactured Housing Community shall include a proportionate part of services provided to common facilities of the Manufactured Housing Community in which the Mobile Home is contained.

F. **Owner:** The individual who holds a license granted pursuant to G.L. c. 140, §32B, to conduct, control, manage or operate directly or indirectly a Manufactured Housing Community in any manner including, but not limited to, a partnership, corporation or trust. As construed herein, the rights and duties of the Owner hereunder shall be the obligation of anyone who manages, controls or customarily accepts rent for a Manufactured Housing Accommodation on behalf of the Owner.

G. **Operating and maintenance expenses:** The reasonable, routine and customary expenses of operating and maintaining a Manufactured Housing Community including, but not limited to, maintenance, repair, management fee, real estate broker's commission to an entity other than the Owner or an entity controlled by the Owner or member of the Owner's immediate family, insurance, utilities not included within the rent; but not including mortgage interest and amortization or an allowance for obsolescence or depreciation.

H. **Rent:** The consideration; including, but not limited to: any rent, bonus, benefit, gratuity or charge contingent, or otherwise, demanded or received for or in connection with the use or occupancy of a Manufactured Housing Accommodation or Community or for housing services or for the transfer of a lease of a Manufactured Housing Accommodation, exclusive of the tax collected by the Owner and paid to the Town; excluding therefrom, however, the consideration paid by a shareholder of a Cooperative Housing Corporation organized pursuant to G.L. 157B for a share of said corporation, a propriety lease, and any maintenance fees associated therewith.

I. **Rental Housing Agreement:** An agreement between an Owner and a Tenant for use and occupancy of a Manufactured Housing Accommodation or Community and/or Housing Services, specifically excluding, however, any agreement for occupancy of a Manufactured Housing Community accommodation between a Cooperative Housing Corporation as defined in Massachusetts General Laws Chapter 157B and a shareholder of said corporation.

J. **Tenant:** A Tenant, lessee, or other person entitled, under the terms of a Rental Housing Agreement with the Owner, to the use and occupancy of any Manufactured Housing Accommodation; excepting for this definition, however, any person who occupies a Manufactured Housing Accommodation pursuant to a proprietary lease as defined in Massachusetts General Laws Chapter 157B at Section 4, as a shareholder of a Chapter 157B Cooperative Housing Corporation.

K. **Fair Market Value:** Fair Market Value of property shall mean the current assessed valuation of the Manufactured Housing Accommodations or Manufactured Housing Community or other valuation of said Accommodations or Community that the Board, on basis of evidence presented before it, considers more appropriate to the circumstances of the case before it. The Board may request a certified appraisal in order to determine fair Market value and shall, in any event, evaluate all evidence presented by any party regarding said Fair Market Value.

L. **Fair Net Operating Income:** Fair Net Operating Income shall be that net income which will yield, in the discretion of the Board, a reasonable return to the Owner

of a Mobile Home Park, after all reasonable operating expenses. In consideration of whether the return is reasonable, the Board may consider any relevant evidence and standards, including, but not limited to: average returns for other similarly situated Parks and Communities, any operating expenses or debt service, any projected capital improvements, or any other factor that may be presented. The Board shall evaluate all evidence presented by any party regarding the fair net operating income.

M. **Uncontested:** Uncontested shall mean that the tenant association and the park owner have come to a mutual agreement prior to the filing of a petition for a Rent Adjustment

Section 2 – Maximum Rent:

The maximum rent of a Manufactured Housing Community accommodation shall be the rent charges as of the date of September 19, 2013. If the Manufactured Housing Accommodation was unoccupied at that time, the maximum rent shall be the rent charged for a similar Mobile Home on September 19, 2013. No rent adjustment of any Manufactured Housing Community accommodation shall be effective without prior approval of the Board after proceeding as set forth herein.

Section 3 – Registration:

The Board shall require annual registration of all Manufactured Housing Communities. Forms may be provided by the Board for such purposes. Any new or additional Mobile Homes in any Mobile Home Park must be registered prior to occupancy thereof. No petition for an upward adjustment of maximum rent may be accepted by the Board until all statements and information required to be filed under this Section 3 have been filed and any such petition prior to such filing shall not be entertained by the Board. The Board shall require the following in any Registration:

- 1.) The legal name, address and business telephone of the Owner;
- 2.) The identification of each unit;
- 3.) The legal name, address and business telephone of any manager of the Mobile Home Park;
- 4.) The identification of each Tenant in the Manufactured Housing Community, including the date the tenancy began and the date on which it terminates, or whether it is a tenancy at will, and the amount of rent due each month;
- 5.) The lot type, if necessary, to distinguish different types of lots for which the owner charges different rents, including the description of the basis(es) for charging the rent differential.
- 6.) A copy of the Rental Housing Agreement and any rules and regulations applicable to the tenancy thereunder.

The owner shall update the registration annually by June 30th of each year. The registration forms shall be accompanied by an affidavit or certificate of the Owner signed under the pains and penalties of perjury that all information therein is true, complete and accurate.

Section 4-Adjustment of maximum rent:

A. The Board may make such individual or general adjustments, either upward or downward, of the Maximum Rent established under Section 2 (or under any subsequent order issued hereunder) for any Manufactured Housing Community or Accommodation therein as may be necessary to remove hardships, correct inequities for both Owner and Tenant, and make adjustments for capital improvements/equipment and in so doing shall observe the principal of maintaining rents at levels which will yield to Owners a Fair Net Operating Income for such Manufactured Housing Community.

B. The Board may promulgate a schedule of standard rental increases or decreases for improvement or deterioration in specific services and facilities.

C. Notwithstanding any other provision of this section, the Board may refuse to grant an upward adjustment of maximum rent if it determines that the affected Manufactured Housing Community or any Accommodation therein does not comply with the State Sanitary Code or the Town of Easton's bylaws or regulations or any other applicable code, ordinance or state law regulating the conditions of housing accommodations; and if it determines that such lack of compliance is due to the failure of the Owner to provide normal and adequate repairs and maintenance. The Board may refuse to make a downward adjustment of maximum rent if it determines that the Tenant seeking such adjustment is more than thirty (30) days in arrears in payment of Rent (unless such arrearage is due to a withholding of rent under the provisions of G.L. c. 239, §8A), or if the Tenant is in substantial violation of any enforceable rule of the Manufactured Housing Community, or if the Tenant is in violation of any laws or bylaws which protect the health and safety of other Manufactured Housing Community residents.

Section 5 – Rent Adjustment Proceedings:

A. **Individual Adjustment of Rent.** The Board shall consider an adjustment of rent for an individual Manufactured Housing Accommodation upon receipt of a petition for adjustment filed by the Owner or Tenant of such Manufactured Housing Accommodation, or upon its own initiative. The Board may prescribe forms for such purposes. The Board shall notify the Owner, if the petition was filed by the Tenant, or the Tenant, if the petition was filed by the Owner, of the receipt of such petition and of the right of either party to participate in a hearing as required hereunder.

B. **General Adjustment of Rent.** Upon petition by an Owner or Tenant(s) or upon its own initiative, the Board may make a general adjustment by percentage or otherwise of the rental levels for all or a portion of Manufactured Housing Accommodations in a Mobile Home Park, subject to such conditions, if any, as the Board shall determine in accordance with the By-law. The Board shall notify the Owner, if the petition was filed by the Tenant, or the Tenant, if the petition was filed by the Owner, of the receipt of such petition and of the right of either party to participate in a hearing as required hereunder.

Adopted by Board of Selectmen 12/16/13

C. Hearings for rent adjustment proceedings shall be generally conducted pursuant the informal rules of administrator as detailed under 801 CMR 1.00 et seq, as may be modified by the provisions of these regulations. Notice of this time, place and purpose of such hearings shall be published at least once in a newspaper having a general circulation in the Town, and posted in the Town Hall, both not less than seven (7) days prior to such hearings. Hearings shall open not more than forty-five days after receipt, by the Board of any petition for rent adjustment. Hearings may be continued in order to obtain additional and necessary information, documentation and testimony. Upon the close of any such hearing, the Board shall have forty-five days to file a written decision on such petition with the Easton Town Clerk.

D. If an Owner files a petition for Rent Adjustment, the subject tenant(s) shall be considered to be a party to such proceeding. If a tenant or tenants file a petition for rent adjustment, the Owner shall be considered to be a party to such proceeding.

E. The filing fee for any petition for individual rent adjustment shall be \$100.00 per unit. The filling fee for any petition for a general rent adjustment shall be \$1000.00. The Board may waive all or a portion of the fee in the event that a Petition is Uncontested and/or the Petition will not require substantial administrative expense and/or in the event of demonstrable financial hardship. In addition, a check shall be issued to cover the costs of advertising for the then current rate of advertising. The above filing fee shall be paid by check or money order made payable to the Town of Easton and presented upon the filing of the petition with the Board.

F. Should the Board require technical expertise for peer review of any matter or matter that may arise in a proceeding for rent adjustment, it may retain a qualified consultant, engineer, accountant, analyst or other expert, at the Petitioner's expense. The provisions of G.L. c 44, §53G shall apply to the retention of any such expert.

Section 6 – Capital Improvements and Capital Equipment Rent Adjustment

A. Pre- Approval

An Owner may file a petition for the purpose of obtaining pre-approval from the Board for an increase in Maximum Rent (as may be adjusted) to offset the cost of a substantial and necessary capital improvement or purchase of capital equipment. The procedures set forth in Section 5 above for Rent adjustment petitions shall be used for capital improvement or capital equipment petitions. The Owner shall file with the petition for pre-approval any and all information relating to the cost of and need for financing the capital improvement or capital equipment purchase. The Board shall consider whether the improvement is necessary and the reasonableness of the cost of the improvement in considering a rent increase to support the cost of the improvement. The rent increase shall be conditioned upon satisfactory and final approval of the improvement, as set forth below.

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B. Final Approval

Upon completion of the capital improvement or purchase of capital equipment for which a park owner or management has received pre-approval, the Owner shall notify the Board accordingly. The Board may give final approval of the increase in maximum rent(s). Final approval shall only be given by the Board upon submission of satisfactory evidence by the Owner that the capital improvement has been satisfactorily completed or the capital equipment has been purchased and that the costs incurred for such improvement are equal to or exceed the cost upon which pre-approval was given. In the event that such costs are less than the original estimated costs, the rent shall be increased only to the extent that it reflects such costs, as may be determined by the Board. The Board shall hold a hearing in accordance with Section 5 hereof, upon submission by the Owner of evidence of completion of the capital improvement.

Section 7 - Jurisdiction

The Taunton District Court shall have original jurisdiction concurrently with the Bristol County Superior Court for review of any decision of the Board, brought pursuant to G.L. c 30A, §14. The Superior Court shall have jurisdiction to enforce the requirements of these regulations as well as the above-described Special Act and Bylaw and may restrain violations thereof.

Section 8 – Information to be supplied in Connection with Petitions for Adjustment of Rent:

1. Upon receipt of a petition for Rent adjustment by the Owner, the Board may request, or may subpoena, any and all relevant documents as may be appropriate; including, but not limited to:
 - A. Compiled Financial Statements for up to three (3) years preceding the filing of the Notice of Claim; such statement should clearly set forth income, sources of income, and a detailed breakdown of operating expenses, or such other financial statements that the Board shall request.
 - B. An interim updated financial statement showing income and operating expenses for the current year.
 - C. A complete and current balance sheet.
 - D. A statement of the number of employees, job titles and descriptions of any employee whose employment relates to the affected mobile home park.
 - E. Current capital improvements and proposed dates of completion.
 - F. Proposed capital improvements and dates of completion.
 - G. Proposed budget for the year in which the increase is to be effective.
 - H. A statement of the rate of return sought and the assessed valuation of the property.

In any case where the Owner seeking an upward adjustment in rent owns and operates more than one Manufactured Housing Community; all financial

documentation submitted shall pertain solely to the operation of the Manufactured Housing Community for which the upward adjustment is sought.

2. Upon receipt of a Tenant petition for a downward adjustment of Rent, the Board may request documents which information shall include but not be limited to:
 - A. Written reason for such downward adjustment;
 - B. Any evidence, financial or otherwise, supporting such downward adjustment.

Additionally, the Board may request or subpoena, from the Owner, any additional information.

3. A petitioner's failure to provide reasonably requested or subpoenaed information may be grounds for denial of the Petition.

Section 9 – Evictions:

- A. No Owner shall bring an action to recover possession of a Manufactured Housing Community accommodation pursuant to G.L. c 140, §32J unless:
 1. the Tenant has failed to pay the rent to which the Owner is entitled; or
 2. the Tenant is in substantial violation of an enforceable rule of the mobile home park; or
 3. the Tenant is in violation of a law or ordinance which protects the health or safety of other Manufactured Housing Community residents; or
 4. there is a discontinuance in good faith by the Owner of the use of part or all of the land owned and licensed as a Manufactured Housing Community subject to any existing contractual right between the Owner and the Tenant located in the Manufactured Housing Community. No such discontinuance shall be valid for any Manufactured Home sold by the licensee and for which a Manufactured Home site was made available at the time of the said sale by the licensee for a period of five (5) years from the date of said sale.
- B. Prior to the commencement of any summary process for eviction, the Owner must provide the Board with satisfactory evidence that all notice requirements as to any alleged violation have been provided to the Tenant in a timely manner and the Tenant has failed to cure the alleged violation in a timely manner, all as set forth in G.L. c 140, §32J, as amended.
- C. Prior to the commencement of any summary process for eviction:
 1. The Owner shall file an application to the Board for a certificate of eviction, with a filing fee of \$100.00 for each unit for which eviction is sought. The fee shall be paid by check or money order made payable to

the Town of Easton and presented at the time of filing the application for a certificate of eviction.

2. An application for certificate of eviction shall be signed by the Owner under the penalties of perjury and shall describe in complete detail the proposed basis (or bases) for eviction and the facts in support of such basis (or bases). A copy of the Rental Housing Agreement (or lease) and the rules and regulations of the Manufactured Housing Community Owner shall be submitted with the application where the Tenant is claimed to have violated either said Agreement or the park regulations.
 3. An application for certificate of eviction which fails to comply with the foregoing provisions of this paragraph "C" shall not be processed until such defects have been corrected or removed.
 4. Within ten (10) days of receipt of an application for certificate of eviction, the Board shall, by certified mail, return receipt requested, forward to the Tenant(s) listed on the application for a certificate of eviction a copy of the application for a certificate of eviction, as received, together with a notice of the date, time and place of the hearing.
 5. An application for a certificate of eviction shall be scheduled for a hearing within thirty (30) days following the mailing of the Notice referenced in the preceding paragraph. Hearings shall be conducted by the Board in accordance with the informal rules under 801 CMR 1.01 et seq, as may be modified by these regulations.
 6. A request, by the Tenant or the Owner, for postponement of the hearing may be granted for good cause shown.
 7. At the hearing the Owner shall have the burden of establishing the facts and basis for the eviction. Testimony shall be taken under oath and either the Tenant or the Owner (or their duly designated representative) shall have the right to cross-examine witnesses of the other party and to introduce evidence in support of its position.
 8. A written order granting or denying a certificate of eviction shall be issued by the Board within thirty (30) calendar days of the date of the final hearing and its order denying a certificate of eviction shall be a defense in any summary process action commenced by the Owner against the Tenant or Tenants named on the application for a certificate of eviction.
- D. An Owner who seeks to recover possession of a Manufactured Housing Community accommodation without a certificate of eviction shall be deemed to have violated these Regulations and the above-described Special Act and Bylaw.

- E. The provisions of this section shall be construed as additional restrictions on the right to recover possession of a mobile home park accommodation. The issuance of an Order denying a Certificate of Eviction may be used as a defense to a summary process action instituted under G.L. c. 140, §32J. No provision of this section shall entitle any person to recover possession of such a mobile home park accommodation. Upon a decision of said Board concerning the granting or withholding of a certificate of eviction, either party concerned may appeal to the Taunton District Court or the Bristol County Superior Court for review, pursuant to G.L. c. 30A, §14.

Section 10 – Severability

If any provision of this regulation or the application of such provision to any person or circumstance shall be held invalid, the validity of other provisions or the application of such provision to other persons or circumstances shall not be thereby affected.