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NORTH READING MOBILE HOME RENT CONTROL BOARD

REGULATIONS

January 1996

1. AUTHORITY

These rules and regulations are authorized by Chapter 561 of the Acts of 1989, by the votes under Article 24 of the 1990 Annual Town Meeting and Article 9 of the 1990 October Town Meeting and Chapter 14 of the General By-Laws of the Town of North Reading.

2. DEFINITIONS

For the purposes of these regulations, the following terms shall have the following meanings, unless the context clearly requires otherwise. Terms expressed in the singular shall be construed to incorporate the plural, and vice versa, unless the context otherwise requires.

Board - The Town of North Reading Mobile Home Rent Control Board established by the vote under Article 9 of the 1990 October Town Meeting.

Capital Improvement - Any substantial rehabilitation, addition or improvement which appreciably adds to the value of a Mobile Home Park Accommodation.

License - A License issued by the North Reading Board of Health pursuant to G.L. Chapter 140, Section 32B.

Mobile Home - A single family dwelling unit build on a chassis, containing complete electrical, plumbing and sanitary facilities and designed to be installed on a temporary or permanent foundation for permanent or temporary living quarters.

Mobile Home Park - A facility having a License.

Mobile Home Park Accommodation - The lot or space in a Mobile Home Park upon which is located a Mobile Home not owned by the holder of the License for the Mobile Home Park.

Operating and Maintenance Expenses - The reasonable expenses of providing Services to a Mobile Home Park; a reasonable management fee; taxes and insurance; not including mortgage interest and amortization nor an allowance for obsolescence or depreciation.

Owner - The individual who holds a License. For purposes of these regulations, the rights and duties of the Owner hereunder shall be the rights and duties of any person who manages, controls or customarily accepts Rent on behalf of the Owner.

Rent - The consideration, including the value of any Services received by the Owner from the Tenant and including any charge, contingent or otherwise, demanded or received for the use or occupancy of a Mobile Home Park Accommodation or for Services or for the transfer of a lease of a Mobile Home Park Accommodation, exclusive of the tax collected by the Owner and paid to the Town under G.L. Chapter 140, Section 32G.

Rental Agreement - An agreement, oral, written or implied, between an Owner and a Tenant for use and occupancy of a Mobile Home Park Accommodation and for Services.

Services - Services or facilities provided by the Owner or required by law to be provided by an Owner to a Tenant in connection with the use and occupancy of a Mobile Home Park Accommodation, including rubbish removal, security, snowplowing, sanding of roadways, roadway maintenance, landscaping, landscaping maintenance; provision (if provided by the Owner) of electricity, fuel, heat, sewage disposal, water, hot water, telephone or cable television and the hook-ups for the same; provision of yards, parking areas, playgrounds or laundry facilities, or any other Service or facility that the Board may allow under its rate case hearings.

Tenant - A Tenant, lessee or other person entitled under the terms of a Rental Agreement to the use and occupancy of a Mobile Home Park Accommodation, but not including a subtenant or sublessee of the Tenant.

3. MEMBERSHIP and POWERS

A. The Board will consist of three (3) members appointed by the Board of Selectmen. Members shall be residents of the Town of North Reading and shall not be Tenants or Owners.

B. Any action taken by the Board shall require a majority vote.

C. The Chair of the Board shall be elected for a one-year term by the members of the Board at the first meeting of the Board following the annual appointment or reappointment by the Board of Selectmen of a member for a new three-year term.

D. The Board shall, as provided in Sections 5, 7, and 8, establish and adopt the maximum Rent that may be charged for Mobile Home Park Accommodations, shall grant or deny certificates of eviction as provided under Sections 11 and 12, and shall bring such proceedings as may be necessary to enforce the provisions of this by-law or to enforce any policy, rule, ruling, regulation, or order promulgated or issued by the Board under this by-law. The Board may refer any appropriate matter to the assessing, health, fire, building inspection departments, or other appropriate departments, and may, at the request of any Owner, render a binding advisory opinion as to the permissible impact of a proposed Capital Improvement on the Rents.

E. The Board may make such studies and investigations, conduct such hearings, and obtain such information as is deemed necessary in promulgating any regulation, rule or order under this by-law, or in administering and enforcing this by-law and regulations and orders promulgated hereunder.

4. MEETINGS

Regular meetings of the Board shall be held monthly. The Board will not be required to schedule a regular meeting for the months of July and August. Additional hearings and meetings may be scheduled and called by the Chair as deemed necessary.

5. MAXIMUM RENT

The maximum Rent of a Mobile Home Park Accommodation shall be the Rent charged the Tenant for the month of July, 1994. If the Mobile Home Park Accommodation was unoccupied at that time but was occupied at any time prior to the effective date of this by-law, the maximum Rent shall be the Rent charged therefor for or during the month closest to July, 1994. If the maximum Rent is not otherwise established, it shall be established by the Board. Any maximum Rent may be subsequently adjusted under the provisions of Sections 7 and 8.

6. REGISTRATION

A. The Board shall require annual registration of all Mobile Home Park Accommodations on forms approved by it. The registration form shall identify each Mobile Home Park Accommodation and specify the maximum Rent provided by this by-law for such Mobile Home Park Accommodation and shall contain such other information as the Board shall require. No petition for an upward adjustment of maximum Rent or a reduction of Rent shall be accepted by the Board until all statements and information required to be filed under this section have been filed and any such petition received prior to such filing shall be dismissed. The Mobile Home Park Accommodation Registration Form shall be signed by the Owner under the penalties of perjury.

B. The Owner shall give written notice to all Tenants and prospective Tenants concerning the following matters:

1. The nature of the zoning or use permit under which the Mobile Home Park operates. If the Mobile Home Park is operating pursuant to a permit subject to a renewal or expiration date, the relevant information and dates must be included in the notice.

2. The duration of any lease of the Mobile Home Park, or any portion thereof in which the Park Owner is lessee.

3. Any contracts or leases between Tenants and the Owner of the Park currently in effect.

4. If a change occurs concerning the zoning or use permit under which the Park operates, or a lease in which the management of the Park is a lessee, or a contract between Tenants and Park Owner, all Tenants shall be given written notice within thirty (30) days of such a change. A prospective Tenant shall be notified prior to the inception of Tenancy.

5. In addition to the notice required by Massachusetts General Laws, Chapter 140, Section 32L (8), which shall be included in the Park rules, Management/Owner of the Park shall add the following language:

■ You may also be evicted if the Park Owner seeks to change the use of his land. Current state law requires a maximum of two (2) years notice prior to seeking an eviction. Other state or local laws may also pertain to this situation. ■

7. REGULATING RENTS

A. The Board established under the provisions of section three shall make such individual or general adjustments of Rents, either upward or downward, of the maximums established by section five and by this section for any Mobile Home Park Accommodation or any class of Mobile Home Park Accommodations as may be necessary to assure that Rents for Mobile Home Park Accommodations are established at levels which will yield to Owners a fair net operating income for such accommodations. For the purposes of this section, the word "class" shall include all Mobile Home Park Accommodations within said town of North Reading, or any categories of such Mobile Home Park Accommodations based on size, age, construction, Rent, geographic, or other common characteristics providing such Board has by regulation defined any such categories.

B. The following factors, among other relevant factors which such Board by regulation may define, shall be considered in determining whether a controlled rental unit yields a fair net operating income:

1. increases or decreases in property taxes;
2. unavoidable increases or any decreases in Operating and Maintenance Expenses;
3. Capital Improvement of the Mobile Home Park Accommodation as distinguished from ordinary repair, replacement and maintenance;

4. increases or decreases in space, Services, or equipment;
5. substantial deterioration of the Mobile Home Park Accommodation, other than as a result of ordinary wear and tear, attributable to the Park Owner;
6. failure to perform ordinary repair, replacement and maintenance;

C. The Board by regulation may establish further standards and rules consistent with the foregoing. The Board may promulgate a schedule of standard Rental increases or decreases for improvement or deterioration in specific Services and facilities.

D. Notwithstanding any other provisions of this section, the Board may refuse to grant an upward adjustment of maximum Rent if it determines that the affected Mobile Home Park Accommodation does not comply with the state sanitary code or the Town of North Reading building code, or any other applicable municipal code, by-law, 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 is more than sixty (60) days in arrears in payment of Rent unless such arrearage is due to a withholding of Rent under the provisions of Section 8A of Chapter 239 of the General Laws, or if the Tenant is in substantial violation of any enforceable

rule of the Mobile Home Park, or if the Tenant is in violation of any laws or by-laws which protect the health and safety of other Mobile Home Park Tenants/Residents.

8. RENT ADJUSTMENT PROCEEDINGS

A. Individual Adjustment of Maximum Rent. The Board shall consider an adjustment of Rent for an individual Mobile Home Park Accommodation upon receipt of a petition for adjustment filed by the Owner or Tenant of such Mobile Home Park Accommodation or upon its own initiative. Such petition shall be made on a form approved by the Board. 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 request a hearing in writing within thirty (30) calendar days of receipt of such notice, or the Board may schedule a hearing on its own initiative. If a hearing is timely requested by either party, or if the action is undertaken on the initiative of the Board, notice of the time and place of the hearing shall be furnished to the Owner and Tenant and the hearing shall be conducted before the Board. The Board may consolidate petitions and actions taken under its own initiative relating to Mobile Home Park Accommodations in the same Mobile Home Park, and all such petitions and actions may be considered in a single hearing.

B. General Adjustment of Maximum Rent by Regulation. On its own initiative, the Board may make a general adjustment, by percentage or otherwise, of the Rental levels for Mobile Home Park Accommodations subject to such conditions, if any, as the Board shall determine. Prior to making such adjustment, a public hearing shall be held before the Board. Notice of the time, place, and purpose of such a hearing shall be published in a newspaper having a general circulation in the town.

C. Limitation of Petition for Individual Adjustment. Notwithstanding any other provision of this section, the Board may, without holding a hearing, refuse to adjust the maximum Rent for an individual Mobile Home Park Accommodation and may dismiss any petition for adjustment if a decision has been made with regard to the maximum Rent for such Mobile Home Park Accommodation within twelve months or if the Board finds that the petition for adjustment is filed for purposes of harassment or for other purposes not intended by this ordinance.

9. SUBTENANTS AND TENANTS OF MOBILE HOME UNITS

These Regulations apply only to regulation of the relationship between Tenants and Owners and not to the relationship between Tenants and subtenants or sublessees or those persons to whom a Tenant may Rent or lease his Mobile Home Unit. Nor shall these Regulations apply to tenants of Mobile Home Units in cases where the Owner of the Mobile Home Park is

also the Owner of a Mobile Home Unit or Units within the Mobile Home Park.

10. PETITIONS FOR RENT ADJUSTMENTS

A. The Board will accept petitions for adjustment to Rent from Owners or Tenants annually. Any such adjustment will take effect on the first date following the approval of such adjustment that Rents are normally due to be paid.

B. An Owner or Tenant may petition for a Rent adjustment at other times during the year in the event of an emergency situation.

C. The Board will schedule meetings and public hearings as established under the provision of section 8. On emergency petitions, public hearings shall be scheduled for a date that is not later than 30 days after Board's receipt of the petition.

D. No vote will be taken on a petition for a Rent adjustment until the Board has scheduled and held a public hearing on the proposed adjustment.

E. The Board will hear testimony from Owner(s), Tenant(s), and their respective attorneys, agents or representatives as filed such petitions to the Board on the petition for adjustment of maximum Rent. Following presentation of testimony the Board may close the public hearing portion of the meeting, after which discussion among Board members may continue with no further testimony. If the opportunity to present further testimony is requested by an Owner(s) or Tenant(s), or if the Board requires

further information, the Board may keep the hearing open until its next meeting, or until a subsequent meeting, if agreed to by the petitioner(s).

F. All requests for adjustments must be in writing and be accompanied by a detailed explanation and reason for the adjustment. In the case of a proposed Rent increase, the Owner must include copies of receipts, bills, invoices, canceled checks or other records of expenses that will help clarify and justify the request for the increase. The burden of justifying an upward adjustment shall be on the Owner filing the petition and no Tenant shall be required to oppose an Owner's petition for adjustment.

G. Requests for a Rent decrease must be submitted in writing by each Tenant who seeks such a decrease. The Board will not accept a petition for Rent decrease from one Tenant on behalf of other Tenants, nor from a group or association formed to petition for a decrease. The burden of justifying an adjustment of Rent shall be on the Tenant filing the petition and no Owner shall be required to oppose a Tenant petitioning for adjustment.

H. Upon receipt by the Board of a Tenant or Owner petition for adjustment of maximum Rent, or upon action initiated by the Board for adjustment of maximum Rent, the Tenant and/or Owner shall furnish to the Board, within a reasonable time after a written demand therefor, an information statement on forms approved by the Board.

I. If a petition for adjustment is illegible, incomprehensible, incomplete, or otherwise improperly filed, the Board shall dismiss the petition without prejudice and shall notify the petitioner of such dismissal and the reasons for such dismissal.

J. The Board may deny a request for adjustment if the petitioner or his attorney, agent or representative fails to appear at the scheduled public hearing.

11. PETITIONS TO EVICT

A. No Owner shall bring any action to recover possession of a Mobile Home Park Accommodation unless the Owner, upon application therefor, has obtained a Certificate of Eviction from the Board.

B. The Board will schedule meetings and public hearings as are needed to hear a petition to evict a Tenant. Such a request must be accompanied by written explanation of the reasons for the requested eviction.

C. The Board will notify the Tenant identified in the eviction request and offer the Tenant seven (7) days to request a hearing on the eviction request.

D. If a hearing is requested, no vote will be taken until the Board has scheduled and held a public hearing on the proposed eviction. The Owner and the Tenant requesting the hearing will be notified in writing of the date and time of the hearing within fifteen (15) calendar days of the receipt of the hearing request.

If a hearing is not requested the Board will consider the eviction request at its next regularly scheduled meeting or at a special meeting if called by the Chair. The Board may approve eviction proceedings for the following reasons:

1. Tenant has failed to pay Rent to which the Owner is legally entitled;
2. Tenant is in substantial violation of an enforceable rule of the Mobile Home Park.
3. Tenant is in violation of a law or ordinance which protects the health or safety of other Mobile Home Park Tenants/Residents;
4. There is a discontinuance in good faith by the Owner of the use of all or part of the Mobile Home Park and a relinquishment of the License with respect to such portion or all of the Mobile Home Park.
5. Tenant is committing or permitting to exist a nuisance in, or is causing substantial damage to the Mobile Home Park Accommodations or the Mobile Home Park, or is creating a substantial interference with the comfort, safety or enjoyment of the Owner, other Tenants or other occupants of the Mobile Home Park or adjacent property.

6. Tenant is convicted of using the Mobile Home Park Accommodation for any illegal purpose or permitting such use;
7. Tenant has refused to execute a written extension or renewal of a written Rental Agreement, after such agreement has expired;
8. Tenant refuses the Owner reasonable access to the Mobile Home Park Accommodation for the purpose of making necessary repairs or improvements, or for the purpose of inspection as permitted or required by any Rental Agreement or by law, or for the purpose of showing the Mobile Home Park Accommodation to a prospective Tenant, purchaser or mortgagee;
9. The Owner seeks to recover possession for any other cause the Owner may show to be just to the Board.

E. The Board will hear testimony from Owners and Tenants and their attorneys, agents or representatives on justification for or against the eviction. Following presentation of testimony the Board may close the public hearing portion of the meeting, after which discussion among Board members may continue with no

further testimony. If the opportunity to present further testimony is requested by an Owner or Tenant, or if the Board requires further information, the Board may keep the hearing open until its next meeting, or until a subsequent meeting if agreed to by the petitioner.

F. If the Board consents to the eviction the Board will cause to be prepared a Certificate of Eviction. It will be the responsibility of the Owner to present the Certificate of Eviction to a court of law in connection with the filing of a complaint by the Owner for summary process of eviction. Neither the Board nor the Town of North Reading shall have any duty to proceed further and shall have no liability to any person if the Owner chooses not to proceed with the eviction.

12. DEFENSE TO SUMMARY PROCESS FOR POSSESSION

The Board may issue orders which shall be a defense to an action of summary process for possession and such orders shall be reviewable as herein provided.

13. COMMUNICATION BETWEEN PARTIES

A. The Board recognizes that it has no authority to require any level of cooperation between Owners and Tenants.

B. The Board however encourages cooperation such that there are open lines of communication on issues and concerns by all parties.

C. The Board encourages Tenants and Owners to keep written

record of any business of Owners and Tenants including, but not limited to, telephone calls and written messages requesting information, assistance, repair, and/or maintenance of facilities within the Mobile Home Park.

D. The Board will accept any correspondence that Owners or Tenants wish to submit to the Board to become part of the Board's permanent records. This correspondence may include, but not be limited to, minutes of meetings of groups or associations formed of Owners, Tenants or others persons engaged or concerned with the accommodations within Mobile Home Parks within the Town of North Reading.

E. If the Board permits any written testimony to be submitted after the close of a Hearing the person providing such testimony shall provide copies to all those attending the Hearing who shall be given the opportunity to submit a written response before the Board votes.

14. INCORPORATION OF ADMINISTRATIVE PROCEDURE ACT

The provisions of Chapter 30A of the General Law shall be applicable to the Board, as if said Board were an agency of the Commonwealth, including those provisions giving agencies the power to issue, vacate, modify and enforce subpoenas, as well as those provisions relating to judicial review of an agency order.