

2021 SENATE INDUSTRY, BUSINESS AND LABOR

SB 2159

2021 SENATE STANDING COMMITTEE MINUTES

Industry, Business and Labor Committee Fort Union Room, State Capitol

SB 2159
1/20/2021

relating to mobile home park tenant rights when ownership of the park is transferred; and to provide a penalty
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Chair Klein opened the hearing at 2:06 p.m. All members were present. Senators Klein, Larsen, Burckhard, Vedaa, Kreun, and Marcellais.

Discussion Topics:

- Effective date
- Water service for mobile homes
- Notice of rules for mobile home parks
- Out of state mobile home park ownership

Todd Kranda read **Senator Dever's** testimony in favor (submitted testimony #1920), as Senator Dever was not able to make it [14:07].

Todd Kranda represented **Kent French, Legislative Committee Chair for ND Manufactured Housing Association** [14:18] testified in favor and provided testimony #1901.

Todd Kranda represented **Vince Sanders Member of the ND Manufactured Housing Association** [14:27] testified in favor and provided testimony #1895.

Todd Kranda addressed the Testimony #1754 online from **Larry J. Richards** in testimony states a neutral position [14:34].

Todd Kranda represented **Tom Erie, General Manager of Liechty Homes Inc.** testified in favor and provided testimony #1898.

Mindie Teske, mobile home resident [14:34] testified in favor and submitted testimony #1868.

Additional written testimony: #1823

Chair Klein closed the hearing at 2:59 p.m.

Isabella Grotberg, Committee Clerk

21.0204.01001
Title.

Prepared by the Legislative Council staff for
Senator Dever

January 18, 2021

PROPOSED AMENDMENTS TO SENATE BILL NO. 2159

Page 1, line 1, replace "a" with "two"

Page 1, line 1, replace "section" with "sections"

Page 1, line 2, remove "when ownership of the park is"

Page 1, line 3, remove "transferred"

Page 1, line 3, remove "and"

Page 1, line 3, after "penalty" insert "; and to provide an effective date"

Page 3, line 7, remove "electric, gas."

Page 3, line 7, remove the third underscored comma

Page 3, after line 19, insert:

"**SECTION 2.** A new section to chapter 47-10 of the North Dakota Century Code is created and enacted as follows:

Mobile home park - Ownership - Tenant rights - Penalty.

1. A person that owns a mobile home park shall:
 - a. Obtain an annual license under section 23-10-03;
 - b. Designate an official local office, which must:
 - (1) Have a designated telephone number manned on weekdays between the hours of eight a.m. and five p.m.;
 - (2) Have an operational emergency contact number manned at all times;
 - (3) Employ at least one individual on the site of the property who has the authority to make decisions on behalf of and perform, or direct the performance of, duties imposed on the owner; and
 - (4) Provide a tenant with the contact information of the individual under paragraph 3;
 - c. Provide advance written notice to a tenant of the mobile home park at least thirty days before a change of ownership becomes effective. The written notice must include the information required under subdivision b;
 - d. Provide a tenant with a copy of the rules and regulations of the mobile home park, pursuant to section 23-10-10; and
 - e. Respond to tenant inquiries or complaints regarding the park, pursuant to section 23-10-10.1, within forty-eight hours of receiving the inquiry or complaint.

2. A person that owns a mobile home park may not require a tenant who owns a mobile home located on the property to sell or transfer ownership of the home to the owner of the mobile home park.
3. Except as provided under subsections 4 and 5, a person that owns a mobile home park shall provide a tenant advance written notice of any modifications to park rules or regulations at least six months before the date the modifications take effect. Upon the effective date of modifications to park rules and regulations, an owner shall provide a tenant who owns a dwelling unit that fails to comply with the park rules and regulations written notice of the failure to comply and provide the tenant six months to remedy the failure or vacate the premises before initiating an action for eviction against the tenant.
4. A person that owns a mobile home park must provide a tenant advance written notice of any modifications to park rules and regulations addressing sanitation and safety concerns at least thirty days before the date the modifications take effect.
5. A person that owns a mobile home park shall provide a tenant advance written notice at least thirty days before implementing a rule or regulation regarding the removal of a tongue hitch, or any other modification to the dwelling unit to comply with state or federal housing or financing requirements.
6. Mobile home park rules in effect on the date advance written notice regarding modifications is provided to a tenant remain in effect until the date the modified rules or regulations take effect.
7. An owner or employee of a mobile home park may not enter the dwelling unit of a tenant located in the park unless:
 - a. The tenant provides consent;
 - b. The owner or employee provides the tenant advance notice identifying a specific date and time for the entry; or
 - c. An emergency exists which would result in serious injury, damage to the dwelling unit, or damage to a neighboring dwelling unit.
8. A person that owns a mobile home park may purchase utility services, including water and sewer services on behalf of a tenant, and include the amount in the monthly rental obligation. An owner may not charge a tenant more than the actual cost per unit amount paid by the landlord to the utility service provider, except for a reasonable administrative fee. An owner may not charge or back charge for the utility services of a tenant paying for the services as a portion of the tenant's monthly rental obligation, unless the cost of providing the services increases. If the cost of providing utility services increases, an owner of a mobile home park may charge a tenant a reasonable amount to cover the increased cost of providing the service. The owner shall provide the tenant access to the records of meter readings taken at the mobile home lot of the tenant.

9. A person that violates a provision of this section is subject to a civil penalty not exceeding one thousand dollars or actual damages, whichever is less, plus reasonable attorney's fees and costs.

SECTION 3. EFFECTIVE DATE. Section 2 of this Act becomes effective on October 1, 2021."

Renumber accordingly

Testimony of
Senator Dick Dever
SB 2159
Senate IBL
January 20, 2021

Mr. Chairman, committee members, I am Dick Dever, Senator from District 32 here in Bismarck. I regret that I am unable to participate in the hearing either in person or virtually.

I was six years old in 1958 when my Dad backed his pickup up to our house and pulled it from Colorado to North Dakota. It was 8' wide and 36' long. It was home for my parents, my three brothers, and me. As you might imagine, we spent a lot of time outside and had free run of the court, along with all the other kids. Mobile homes are not so mobile anymore. Kids still need that outside time.

In the last two or three years, there have been several Manufactured Home parks across the state purchased by wealthy investors from out of state. I am aware of five in Bismarck, one in Lincoln, three in Fargo, and one in Minot. I understand there may be others.

My sense is that the companies that are buying the parks are made up of wealthy investors who have shifted their financial holdings from the stock market to real estate in order to avoid the volatility for their investments. There may also be tax incentives. They are interested in the bottom line and are insensitive to the quality of life for their residents.

The company that purchased the parks in Bismarck and Fargo has made it known that the proper rent for someone to pay for the lot on which their home sits should be comparable to the going rate in the community for a two bedroom apartment. Add that rent to a mortgage on the home, and a resident would be approaching the cost of owning a single family home on their own lot.

As legislators, we should be concerned about the affordability of housing for the hundreds of our citizens who might otherwise be homeless or looking for low income housing. People live in manufactured homes because they are able to own their home.

Mobile homes are not so mobile anymore. When a home is set, the wheels are generally removed. Sometimes, they are set on concrete footings. Sometimes, they cut the tongues off. Newer parks don't allow homes under a certain size or smaller than a certain standard. If someone is evicted, or chooses to leave a park, their options are very limited.

If you were to take a drive on 9th St north of the police station in Bismarck, you would notice several empty lots in the mobile home park. I understand the obligation of the tenants to pay their rent, but I have to wonder where those residents are now. Unable to move their homes, I have to wonder about the equity they left behind. I have to wonder about the considerations we need to make regarding affordable housing.

This situation came up suddenly in the interim. It affects a lot of our citizens across the state. I requested an interim study to consider the impact. My request was denied, I think, because there is no interest in any kind of rent control. I agree with that, but I think there are other factors we should be considering.

I would appreciate your support of the bill. I will look forward to any ongoing conversations to which I can contribute. Thank you.

**Testimony in Support of
SENATE BILL NO. 2159**

Senate Industry Business & Labor Committee

January 20, 2021

Chairman Klein, members of the Senate Industry Business & Labor Committee, for the record my name is Kent French. I am the Legislative Committee Chair for the North Dakota Manufactured Housing Association. Unfortunately, I am unable to attend the hearing. However, I have asked that a representative from Kelsch Ruff Kranda Nagle & Ludwig Law Firm of Mandan, our lobbyists for the North Dakota Manufactured Housing Association, appear and be available to provide my testimony to you today on behalf of the North Dakota Manufactured Housing Association (NDMHA). NDMHA is in support of SB 2159, together with the amendment that is being offered. At the end of my written testimony is a brief Summary of Requirements Established Within SB 2159 for your reference.

NDMHA is a state trade association representing all segments of the manufactured housing industry, including: manufactured home builders, suppliers, retailers, community developers, owners and managers, insurers and financial services companies. NDMHA works to promote fair laws and regulations, increase and improve financing options, promote a positive image of manufactured housing, provide technical analysis and counsel, promote industry professionalism and remove zoning barriers to the use of manufactured housing. Through these various programs and activities, NDMHA seeks to promote the use of manufactured housing to consumers, developers, lenders, community operators, insurers, the media and public officials in an effort so more Americans can realize their dream of affordable home ownership.

NDMHA supports SB 2159 for a number of reasons: This bill has been a work in progress for over 1 ½ years. The bill is a culmination of hundreds of

complaints I have received from residents living in Bismarck and Fargo communities that were purchased by out-of-state corporations. These complaints came from individual residents that have written or called or from one of the large group of residents that I spoke with.

Because a purchaser is from out-of-state doesn't necessarily make them bad owners. In fact, we have a new owner in our state association that cares very much about their residents but on the other hand, NDMHA has voted unanimously to not allow membership to the largest and most egregious new park owner unless and until they change their rules and show respect to their residents.

Some of these corporations from out of state are not doing their due diligence prior to the purchase of the park communities. They don't understand the financial needs of the individuals in the park community or the lifestyles of the North Dakota residents that have chosen to live in a manufactured housing park community.

This bill cannot address every problem or complaint. However, it does address serious concerns like a lack of communication with the residents. In some cases, residents under new ownership have been without a new lease for many months and have no contact person with authority for any questions, problems or emergency phone numbers. The residents in these new communities need to know the new owner's intentions so the residents have an opportunity to either sell their home or to find parking elsewhere.

Bismarck had a situation that required the resident to sell to them or give first right of refusal to the new owners. In this situation, I personally called the CEO of the out-of-state corporation and explained that if he didn't change the policy NDMHA was going to take the company to court. The CEO agreed to change the policy for the company while we were on the phone.

I personally have been involved with the development of three new communities in North Dakota and have been in the manufactured housing industry for over 50 years. For many of those years, I chose to live in the communities I managed and in the housing units I sold. I cared for and respected the residents and I too live by the rules and the lot rent I put in place.

After SB 2159 was introduced it was noted that some of the specific requirements being established for new park community ownership situations were not specifically in effect for existing park communities. Even though the requirements were identified based on what existing park communities expect and are following for the residents it was decided that an amendment should be included to make the same provisions statutorily in effect for existing park communities. Further, there was a concern expressed by the Public Service Commission about the inclusion of utility services for electric and gas which are not generally available for resale and would require certain approvals before a park community is allowed to do so. Therefore, the reference to those utilities of electric and gas are being deleted within SB 2159.

These are the reasons I'm promoting SB 2159 to address the legitimate complaints of the residents without infringing on the rights of the park owners. I ask for your favorable support of SB 2159. Accordingly, on behalf of the NDMHA, I would urge a **DO PASS** recommendation for **SB 2159**. I would be happy to try to answer any questions.

Summary of Requirements Established Within SB 2159

Page 1, line 7 to page 2, line 4

Annual license with ND Dept of Health
Have a local office with telephone number manned 8 am - 5 pm weekdays; emergency contact available 24x7; and decision maker on site
30 days notice before ownership transfer
Rules and regulations given in advance to tenants
48 hours to respond to inquiry or complaint

Page 2, lines 5 - 7

No requirement to sell or transfer mobile home to park owner

Page 2, lines 8 - 15

Provide 6 months notice of any change in rules or regulations allowing to comply or vacate

Page 2, lines 16 - 18

Provide 30 days notice of any change in rules or regulations regarding sanitation or safety

Page 2, lines 19 - 22

Provide 30 days notice for any dwelling unit modifications required with financing

Page 2, lines 23 - 25

Existing rules remain in effect until modifications take effect

Page 2, line 26 to page 3, line 2

No entry into mobile home without consent, advance notice or an emergency exists

Page 3, lines 3 - 5

No rent increase for 6 months if increased within 60 days of acquisition

Page 3, lines 6 - 16

Utility service provided to tenant may not be charged an amount more than actual cost with reasonable administrative fee

Page 3, lines 17 - 19

Violation is subject to a civil penalty of up to \$1,000 or actual damages plus reasonable legal fees

Amendment:

The requirements with new park community transfer situations are being applied equally to existing park communities and the reference to electric and gas utility service is deleted

**Testimony in Support of
SENATE BILL NO. 2159
Senate Industry Business & Labor Committee
January 20, 2021**

Chairman Klein, members of the Senate Industry Business & Labor Committee, for the record my name is Vince Sanders.

I am and have been involved with mobile home and manufactured home park communities in North Dakota both as a park manager and as a tenant. I am also a member of the North Dakota Manufactured Housing Association and have been active as a member for several years.

I am submitting this testimony on my own behalf and in support of SB 2159. I am in favor of SB 2159 because this bill, along with the amendment that is being offered, provides a fair, reasonable, and balanced approach to protect the residents in the mobile home and manufactured home park communities in North Dakota, both with the existing park communities and any new ownership situations.

I have been a resident of Stardust Terrace since 1988. I also managed the park for two different owners. Both of my past experiences have provided me with a strong working knowledge, experience and understanding of how mobile home and manufactured home park communities operate and the relationships that exist with the tenants.

Since certain mobile home park communities were purchased by an out-of-state entity in June of 2020, I have heard of certain concerns from tenants that are being addressed by SB 2159. I have also heard from other properties that were purchased in the Bismarck area before Stardust was sold, that similar concerns existed and are being addressed by SB 2159.

The provisions of SB 2159 are addressing several issues that needed to be addressed. I think SB 2159 will help establish specific provisions and standards for new ownership situations and also, with the adoption of the proposed amendment,

for existing park communities to follow going forward, if any of the existing park communities are not currently doing so.

SB 2159 provides a reasonable balance with a set of rules and standards for park communities to abide by when they purchase and operate a new or existing mobile home or manufactured home park in North Dakota.

This bill, SB 2159, provides a fair approach to follow for North Dakota residents and the existing park communities that any new park owners in the future will follow and comply with as well.

Accordingly, I would urge this committee to support the passage of SB 2159 and ask that you give SB 2159 a favorable **DO PASS** recommendation. I would be happy to try to answer any questions.

Thanks, Vince Sanders

LARRY J. RICHARDS
ATTORNEY AT LAW

711 N. Washington Street #202
Grand Forks, ND 58203
Tel: (701) 795-5100
larry.richards@lawyer.com

January 19, 2021

To: Senator Jerry Klein
Chairman, North Dakota Senate Committee on Industry, Business and Labor

From: Larry Richards, Attorney at Law

RE: Testimony Regarding Senate Bill 2159—Mobile Home Park Tenant Rights

I have reviewed this proposed bill which I find for the most part a fairly reasonable and well thought out piece of legislation. To be honest, I am in general support of the passage of the same.


The purpose of my testimony concerns the use of the phrase “on the site of the property” as it relates to the imposition of a duty of a mobile home park owner to staff a mobile home park contained in paragraph 1(a)(3). Certainly, I do not oppose the imposition of a duty on a mobile home park owner to place someone in charge of a mobile home park, but the use of this phrase casts in doubt some of the current practices mobile home parks now have.

As an attorney, I have knowledge of owners of mobile home parks who have offices in their homes which may be on property adjacent to the park or in some other location in the community. Likewise, I am aware of a company in Grand Forks which owns two mobile home parks, but maintains an office in only one of the parks to handle the management of both. I would suggest that the use of the phrase “on the site of the property” casts doubt about the legality of these arrangements, which I hope you would agree seem like a reasonable and prudent management structure.

Finally, please note that, while I am an attorney, I present this testimony in my individual capacity. I do not present this testimony on behalf of any individual, corporation or other entity. I have not and will not receive any compensation for the presentation of this testimony.

Thank you for your time and consideration

Sincerely,



Larry J. Richards
Attorney at Law

Testimony in Support of
SENATE BILL NO. 2159
Senate Industry Business & Labor Committee
January 20, 2021

Chairman Klein, members of the Senate Industry Business & Labor Committee, for the record my name is Tom Erie. I am the general manager of Liechty Homes Inc. which is a member of the North Dakota Manufactured Housing Association and has been a member for several years. I am submitting this testimony on my own behalf and in support of SB 2159, along with the amendment as suggested.

Liechty Homes Inc. is a business involved with seven (7) manufactured home communities in North Dakota. I am in favor of SB 2159 because this bill protects the residents in the manufactured home communities particularly from out of state company investments with the buying manufactured home communities and not following the various existing community industry standards that are being and should be provided to the tenants.

The company that I work for, namely Liechty Homes Inc., has a long standing history of providing affordable housing to the various communities we serve throughout North Dakota. Over the past couple years I have taken many concerning calls from residents who live in some of the communities that have recently been bought out. The lives of these residents have been turned upside down with uncertainty and other concerns regarding their continued occupancy.

This bill, SB 2159, will protect the most vulnerable people, our residents, by establishing certain minimum protections and reasonable expectations for the tenants of the mobile home and manufactured home park communities in North Dakota. With the amendment, which I support, SB 2159 will provide reasonable rights and expectations for all the tenants in the communities in North Dakota.

Accordingly, I would urge you to support the passage of SB 2159 and urge that you give SB 2159 a favorable **DO PASS** recommendation. I would be happy to try to answer any questions.

Testimony on SB 2159

Senate Industry, Business, and Labor Committee

Mindy Teske

January 20, 2021

Mr. Chairman, members of the committee, I am Mindy Teske, a resident of Colonial Estates Mobile Home Park here in Bismarck. In full disclosure, I am a session employee and have permission from the employment committee to provide this testimony.

When most people talk about the American dream, they include home ownership. I love my home and I love my neighbors. I own my home, but I rent the land that sits under it. For most of the time that I have lived there, I have experienced the quiet enjoyment of my property.

In August of 2019, my world was turned upside down. Colonial Estates came under new ownership from out of state wealthy investors. The one-page lease we had under the previous owner became a thirty-page lease. While it was whittled down to nine pages after the residents came together, it still dictates to us how others want us to live our lives.

Our rent was increased from \$ 385/mo to \$ 415/mo. Utilities that were previously included in the rent were now added. They had water meters installed to sub-meter and charge the residents. The city said they couldn't do that, and they removed the meters.

Several residents have moved out. Several residents have been evicted. We all live in fear that one month of missed rent could cost us our home. I hope you can pass this bill and I hope you can do whatever you can to allow us to once again experience the quiet enjoyment of our homes. Thank you.

January 18, 2021

Hello Chairman and members of the committee.

My name is Cathy Job and I'm a resident of Colonial Estates in Bismarck. I am in favor of this bill because there needs to be some protections in place when predatory investment companies purchase manufactured home communities. However, there are some concerns with the bill as its written. It doesn't protect the residents much at all. As a matter of fact, if it stays as written, it opens up a can of worms for predatory companies or any other owners to charge limitless and possibly ridiculous fees.

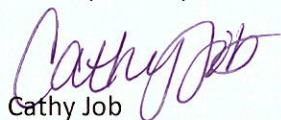
The way the bill is written now it allows existing owners to continue with their predatory ways. If this bill were to pass, it needs to include existing owners as well as new.

Another concern I have is that I am a homeowner and I'm being treated as a renter. Yes, I rent the dirt my home sits on and around, however, it is my home. I take care of it in its entirety, including the grass and sidewalks. If we were truly renters, that wouldn't be the case. That being said, the owners of the land, think they can come into our yards at any given moment without the 24 hour notice as stated in their own lease. By law, they cannot enter my house (dwelling) and without notice they shouldn't be able to come into my yard (premises) either. I believe that the wording of section 7 needs to be changed. The community owners that we currently have, have used "emergency" as a very loose term. They edged our lawns this past summer as it was an "emergency"; stating that it was a tripping hazard.

I am a self sufficient single mom of two; one of which has a disability. I have struggled to make ends meet my entire adult life. My children and I moved into our home almost 13 years ago as it was the best option (affordable) for me and us as a family at the time. I can't have anyone living above/underneath me or on the other side of the walls and live comfortably with my family. I wanted something that was ours and most importantly a "home" for my children. Our house is the only place my children know as "home". I'd really like to continue living here as we have a close-knit community family with our neighbors. We used to have peaceful and enjoyable living in Colonial Estates. When the new owner/company purchased our manufactured home community, that changed. Every year the lot rent has gone up a bit and that's to be expected. However, it's gone up considerably since 2019 and going to continue as there are no protections in place for our North Dakota residents. Affordable housing in North Dakota is going away. I fear for what's coming our way if there isn't some legislation in place to protect our own residents. If things continue as they are, there will be many of us homeless. Many of us who have been self sufficient otherwise, will lose our homes.

Again, I am in favor of the bill with some amendments made to protect our North Dakota residents and continue with affordable housing.

Thank you for your time.



Cathy Job

701-426-0553

cathyjob@icloud.com

2021 SENATE STANDING COMMITTEE MINUTES

Industry, Business and Labor Committee Fort Union Room, State Capitol

SB 2159
1/25/2021

relating to mobile home park tenant rights when ownership of the park is transferred

Chair Klein opened the meeting at 2:20 p.m. All members were present. Senators Klein, Larsen, Burckhard, Vedaa, Kreun, and Marcellais.

Discussion Topics:

- Out of state owners of mobile home parks
- Mobile home park owners

Todd Kranda, ND Manufactured Housing Association [14:22] testified in favor and discussed amendment 21.0204.01002.

Senator Kreun moved a DO PASS on amendment #LC 21.0204.01002 [14:30].

Senator Burckhard seconded the motion [14:31].

[14:31]

Senators	Vote
Senator Jerry Klein	Y
Senator Doug Larsen	Y
Senator Randy A. Burckhard	Y
Senator Curt Kreun	Y
Senator Richard Marcellais	Y
Senator Shawn Vedaa	Y

Motion passed: 6-0-0

Senator Kreun moved a DO PASS AS AMENDED [14:33].

Senator Vedaa seconded the motion [14:34].

[14:34]

Senators	Vote
Senator Jerry Klein	Y
Senator Doug Larsen	Y
Senator Randy A. Burckhard	Y
Senator Curt Kreun	Y
Senator Richard Marcellais	Y
Senator Shawn Vedaa	Y

Motion passed: 6-0-0

Senator Kreun will carry the bill [14:35].

Chair Klein closed the meeting at 2:35 p.m.

Isabella Grotberg, Committee Clerk

January 22, 2021

SK
183
117

PROPOSED AMENDMENTS TO SENATE BILL NO. 2159

- Page 1, line 1, replace "a" with "two"
- Page 1, line 1, replace "section" with "sections"
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- Page 1, line 3, after "penalty" insert "; and to provide an effective date"
- Page 1, line 15, replace "on the site of" with "for"
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- Page 3, line 7, remove the third underscored comma
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 - b. Designate an official local office, which must:
 - (1) Have a designated telephone number manned on weekdays between the hours of eight a.m. and five p.m.;
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 - (3) Employ at least one individual for the property who has the authority to make decisions on behalf of and perform, or direct the performance of, duties imposed on the owner; and
 - (4) Provide a tenant with the contact information of the individual under paragraph 3;
 - c. Provide advance written notice to a tenant of the mobile home park at least thirty days before a change of ownership becomes effective. The written notice must include the information required under subdivision b;
 - d. Provide a tenant with a copy of the rules and regulations of the mobile home park, pursuant to section 23-10-10; and

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The owner shall provide the tenant access to the records of meter readings taken at the mobile home lot of the tenant.

9. A person that violates a provision of this section is subject to a civil penalty not exceeding one thousand dollars or actual damages, whichever is less, plus reasonable attorney's fees and costs.

SECTION 3. EFFECTIVE DATE. Section 2 of this Act becomes effective on October 1, 2021."

Renumber accordingly

REPORT OF STANDING COMMITTEE

SB 2159: Industry, Business and Labor Committee (Sen. Klein, Chairman) recommends **AMENDMENTS AS FOLLOWS** and when so amended, recommends **DO PASS** (6 YEAS, 0 NAYS, 0 ABSENT AND NOT VOTING). SB 2159 was placed on the Sixth order on the calendar.

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 - (2) Have an operational emergency contact number manned at all times;
 - (3) Employ at least one individual for the property who has the authority to make decisions on behalf of and perform, or direct the performance of, duties imposed on the owner; and
 - (4) Provide a tenant with the contact information of the individual under paragraph 3;
 - c. Provide advance written notice to a tenant of the mobile home park at least thirty days before a change of ownership becomes effective. The written notice must include the information required under subdivision b;
 - d. Provide a tenant with a copy of the rules and regulations of the mobile home park, pursuant to section 23-10-10; and

- e. Respond to tenant inquiries or complaints regarding the park, pursuant to section 23-10-10.1, within forty-eight hours of receiving the inquiry or complaint.
2. A person that owns a mobile home park may not require a tenant who owns a mobile home located on the property to sell or transfer ownership of the home to the owner of the mobile home park.
3. Except as provided under subsections 4 and 5, a person that owns a mobile home park shall provide a tenant advance written notice of any modifications to park rules or regulations at least six months before the date the modifications take effect. Upon the effective date of modifications to park rules and regulations, an owner shall provide a tenant who owns a dwelling unit that fails to comply with the park rules and regulations written notice of the failure to comply and provide the tenant six months to remedy the failure or vacate the premises before initiating an action for eviction against the tenant.
4. A person that owns a mobile home park shall provide a tenant advance written notice of any modifications to park rules and regulations addressing sanitation and safety concerns at least thirty days before the date the modifications take effect.
5. A person that owns a mobile home park shall provide a tenant advance written notice at least thirty days before implementing a rule or regulation regarding the removal of a tongue hitch, or any other modification to the dwelling unit to comply with state or federal housing or financing requirements.
6. Mobile home park rules in effect on the date advance written notice regarding modifications is provided to a tenant remain in effect until the date the modified rules or regulations take effect.
7. An owner or employee of a mobile home park may not enter the dwelling unit of a tenant located in the park unless:
 - a. The tenant provides consent;
 - b. The owner or employee provides the tenant advance notice identifying a specific date and time for the entry; or
 - c. An emergency exists which would result in serious injury, damage to the dwelling unit, or damage to a neighboring dwelling unit.
8. A person that owns a mobile home park may purchase utility services, including water and sewer services on behalf of a tenant, and include the amount in the monthly rental obligation. An owner may not charge a tenant more than the actual cost per unit amount paid by the landlord to the utility service provider, except for a reasonable administrative fee. An owner may not charge or back charge for the utility services of a tenant paying for the services as a portion of the tenant's monthly rental obligation, unless the cost of providing the services increases. If the cost of providing utility services increases, an owner of a mobile home park may charge a tenant a reasonable amount to cover the increased cost of providing the service. The owner shall provide the tenant access to the records of meter readings taken at the mobile home lot of the tenant.
9. A person that violates a provision of this section is subject to a civil penalty not exceeding one thousand dollars or actual damages, whichever is less, plus reasonable attorney's fees and costs.

SECTION 3. EFFECTIVE DATE. Section 2 of this Act becomes effective on
October 1, 2021."

Renumber accordingly

2021 HOUSE INDUSTRY, BUSINESS AND LABOR

SB 2159

2021 HOUSE STANDING COMMITTEE MINUTES

Industry, Business and Labor Committee
Room JW327C, State Capitol

SB 2159
3/10/2021

Mobile home park tenant rights.

(2:22) Chairman Lefor called the hearing to order.

Representatives	Attendance	Representatives	Attendance
Chairman Lefor	P	Rep Ostlie	P
Vice Chairman Keiser	P	Rep D Ruby	P
Rep Hagert	P	Rep Schauer	P
Rep Kasper	P	Rep Stemen	P
Rep Louser	P	Rep Thomas	P
Rep Nehring	P	Rep Adams	A
Rep O'Brien	P	Rep P Anderson	P

Discussion Topics:

- Protection rights for mobile & manufactured park communities
- Manufactured home in mobile parks

Sen Dever~District 32-Bismarck introduced the bill. Attachments # 8560, 8561, 8562 & 8611.

Kent French~Representing ND Manufactured Housing Association (NDMHA). Attachment # 8548.

Melinda Teske~Manufactured Home Owner. Attachment # 8632.

Ben Kopplemen~District 13-West Fargo testified in favor.

Travis Laube~Self-West Fargo. Attachment # 8635.

Laura Baier~Assisting residents. Attachment # 8666.

Vince Sanders~Park Community tenant & former manager. Attachment # 8492.

Tom Erie~Personal & Manager of Liechty Homes. Attachment # 8493.

Amanda Parent~Lobbyist representing Havenpark. Attachment # 8668.

Jodie McDougal~Attorney-Davis Brown Law Firm. Attachment # 8598.

Robbie Pratt~CEO-Havenpark Communities. Attachments # 8592, 8593, 8594 & 8595.

House Industry, Business and Labor Committee
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Dave Reynolds~President-Impact MHC Management LLC. Attachment # 8028.

Chairman Lefor closes the hearing. Appointed a subcommittee with Rep Louser, Rep Nehring, Rep O'Brien, Rep Thomas & Rep Stemen.

Additional written testimony: Attachments #7985, 8364, 8411, 8418, 8424, 8520, 8528, 8564, 8568, 8572, 8574, 8584, 8603, 8607, 8614.

(4:58) End time.

Ellen LeTang, Committee Clerk

To the Chairman and Committee;

My name is Susan Weigel. I am a friend to friends who live in manufactured homes in our community that have been bought by an out of state known predatory corporation. I have seen how it has changed their lives and those around them and am concerned about affordable housing and where the tax dollars are going to come from when they no longer have affordable housing and are out on the streets.

I am in support of SB2159 with a few changes. Reasonable administrative fees (Who determines reasonable - the predatory corporation?) and Management or companies coming into people's yards without 24 hr notification and never enter their homes .

Thank you,

Susan Weigel

Concerning SB2159

As a Manufactured Home Owner I am concerned of the following.

No Management or companies can enter by yard without 24 hour notice.

And never enter our homes.

Thanks, Kurt

Hello Chairman and committee.

I am a homeowner of a manufactured home in a community that has been bought by an out of state known predatory corporation..

My world was turned upside down when Havenpark took over management of Colonial Estates. It has been one thing after another stacked against the residents, we have no rights AT ALL!!

I am concerned about affordable housing and where the tax dollars are going to come from when we no longer have affordable housing and are out on the streets.

What is a reasonable administrative fee????? What does it apply to??? Our concern is that there will be limitless administrative fees imposed on us.

There will probably be repercussions on me from Havenpark which is why I have never spoken up before but there needs to be some protections for us North Dakotans from these predatory companies.

Thank You.
Vicki

Hello Chairman and committee. My name is John & Bernie.

I am a homeowner of a manufactured home in a community that has been bought by an out of state is known predatory corporation

My world has turned upside when this "out-of-state corporation" bought our park.

I am concerned about affordable housing and where the tax dollars are going to come from when we no longer have affordable housing and are out on the streets.

What is a "reasonable administrative fee?" What does it apply to? We've lived here 20 + years with not one complaint. Our concern is that there will be limitless administrative fees imposed on us. I am concerned about management or companies they hire coming into my yard without notification.

I am in support of SB2159 with a few changes. Our former manager was a reasonable/nice guy and worked for the well-being of his tenants. This new company is only out for themselves.

Thank you.

Sincerely, John & Bernie

Attn: Chairman and committee

Hello, I am a homeowner of a manufactured home here in Bismarck whose community has been bought by an out of state corporation.

I am very concerned with what I have seen so far from these out of state companies that will eventually force me to lose my home and community.

The fees and increases they have imposed have made it difficult to live month to month and have had to make some changes to the way we live. With the current situation in our nation, it has impacted many in different ways. I am a single mother and thankfully my job was essential and I have been able to work, but not the same for some of my neighbors and friends who are struggling horribly right now. If we are displaced from our own homes, where are we going to go? Who will be supporting us? Does the state have housing set up for these people who just can't afford to live where they do anymore because they are being forced out by these large companies? It's called affordable housing for a reason, and right now that is being **taken away**.

They also want the right to impose on our property when they want, I'm sorry but just because we rent the land from you, does not give you the right to come into our homes. Understandably they can come into our yards, but at least a 24 hr notice before I see a strange person walking around my home, and then judge us by what they may or may not see .

All in all I was very upset to hear about the sale of our community, these are just a view points, but there are many more that make it completely unfair to all residents of North Dakota in these communities.

I therefore am in support of SB2159, some changes need to be made, and the time is now, Please support your North Dakota residents.

Thank you Corrina Manufactured home owner

Hello Chairman and Committee.. My name is Mary Wiedmeier and I am a mobile home owner in Colonial Estates.

My world and life as I knew it has turned upside down since Havenpark management took over management.. I am a disabled person and live on a fixed income, I am not able to work so any extra charges on rent or anything else causes complete stress, I have to decide if I pay bills, pay for medication, or buy food.. no one should have to live like this..I moved to Colonial Estates cuz it was affordable, it has gotten out of control, it is not affordable anymore..I agree with SB 2159 with the exception of 2 items..No administration fee and a 24 hour notice is a must.. Thank you for your time Mary Wiedmeier

Hello Chairman and committee. My name is Mary

I am the homeowner of a manufactured home in the community that has been bought out by an out of state known predatory corporation.

I am concerned about the affordable housing and where the tax dollars are going to come from when there is no affordable housing and we are forced out of our homes because we can no longer afford to live there because of senseless fees attached to our rent.

Affordable housing will be gone. Where will we go if we lose our homes? Is the government going to support us?

I support the SB 2159 with the exception of NO administrative fees. I also believe we should have the right to a 24 hour notice to come in our yard. This is the right thing to do. You need to remember this could be your parents, grandparents, relatives this would affect. Would it be ok if it was someone you loved forced out of their home? It's time to do the right thing and step up and help these people!

Thank you

Mary

Hello Chairman and committee. Our name is Julie and Brian Schafer.

We are family of the homeowner of a manufactured home in the

community that has been bought out by an out of state known predatory corporation.

I am concerned about the affordable housing and where the tax dollars are going to come from when there is no affordable housing and these family members are forced out of their homes because they can no longer afford to live there because of senseless fees attached to their rent.

Affordable housing will be gone. Where will these people go if they lose their homes? Is the government going to support them?

I support the SB 2159 with the exception of NO administrative fees. I also believe these people should have the right to a 24 hour notice to come in their yard. This is the right thing to do. You need to remember this could be your parents, grandparents, relatives this would affect. It's time to do the right thing and step up and help these people!

Thank you

Julie and Brian Schafer

Bjc1003@bis.midco.net

Hello Chairman and members of the committee,

My name is Shelly Lanenga. I am a homeowner of a Manufactured home in Park Town Mandan, ND. That has been bought out by Bedrock Group, Potomac, MD. Now is Apple Creek Communities. I support SB 2159. Because as a homeowner we need protection from out of state investors. I purchased my home in early October 2020. The lease I signed had water, garbage and sewer included in the lot rent. October 29th 2020 the landlords of Apple Creek sent everyone an addendum to our leases stating that the park owners are going to start charging us for water, sewer, garbage and street lights. The addendum letter attached, so we had no choice but to sign. Or the landlord can evict us from our homes.

Many of us in the community are very upset about this. So our lot rent covers nothing. I did get a copy of the Mandan City bill and talked to neighbors and we came to the conclusion that Apple Creek is taking the whole bill and dividing it amongst all 49 homeowners. Most are single families or have 2 people in the home. There is a daycare business in our community and others have several children and the bill is getting divided equally. We had one homeowner's pipes break during the cold snap and lost alot of water. We are all afraid of what our next bill will be. Apple creek said "they plan on putting in water meters". The problems we have with that is that anything above ground is our responsibility to include trees that hang over our home and can break and cause extensive damage to our home or kill someone. So if the meters they put in freeze we may be responsible for the meter repairs and the cost of pipes breaking under our homes. I am not in support of the Administration fees that the park can pass on us for the cost of the utilities or anything for that matter. What is reasonable to you and I may not be reasonable to the investors. I am not in favor of the park being able to enter my home or lot as they see fit without advance notice. We would like to see our homes rent more affordable. Example my lot rent is \$360 and others in the park with the same size lot or larger and only paying \$275-\$300

Our lease also says that Landlord reserves the right, with due notice as set forth in the lease agreement, to change or amend the rules and regulations from time to time as the landlord shall deem necessary. So as the current law reads they can make changes to anything they want every other day if they wish.

I am afraid if we don't see change to the Manufactured home parks current laws we may see more homelessness and that would make them dependent on ND tax dollars.

As a tenant in a Mobil home community, we recently were bought out from a out of state company.... With the new rules and regulations, I find it hard to continue to live in this community.... The tenants of this community are here because we are fixed or on low incomes. They said we need to lattice our lower part of our decks, pay for our water,sewer,garbage and snow removal.....the city hasn't installed water meters yet so they are charging remaining tenants for water consumption.....(not sure if this is legal or not). We live cause we Connor afford much else...They also want us to keep our lawns looking nice, and if we fail I lose a months deposit fee for neglect when I leave.....How is a person supposed to live on a minimum wage... We also pay the community for our water, rent, garbage,snow removal, and sewer....Mandan is losing valuable money, (going too out of staters). Mandan will install meters in the spring and we will be able to see our water usages... I find it difficult to see this court become a slum due to unmanageable repairs. I was once proud to live here for most of my life, now things are falling apart, trees need to be trimmed or taken out, street repair, more lights installed or even updated.. I feel they did remove the trailers that were unfit to live in, but we are not getting any new one to replace these spots....Eventually they will evict all of us for some reason and build Condos in its place. Kinda sad for us blue collar workers....Please find another option to keep our families in our communities affordable.... With everything increasing in price, Our families are struggling to survive..... Pandemic, Suicide, drugs and homelessness are on the rise, we need to solve these problems....Trailer courts are affordable, and we need it for our low income families

Hello Chairman and committee.

I am a homeowner of a manufactured home in a community that has been bought by an out of state known predatory corporation.

My world was turned upside down when they took over and raised our lot rent multiple times within a very short time of taking over.

I am concerned about affordable housing and where the tax dollars are going to come from when we no longer have affordable housing and are out on the streets.

My concern is that there will be limitless administrative fees imposed on us.

Monthly pet fees was one that was brought to our attention in the past. These animals are our family. We take care of them. How is this an administration fee? The administration does not come to walk, feed, bathe or clean up after my animal. Why the fee?

We care for the plot of dirt that our OWNED home is on that we RENT from these people. What exactly is the administration doing that the current \$435.00 per lot does not cover for their pay? I know I don't use over \$435.00 per month in water usage.

I am also concerned about management or companies they hire coming in my yard without notification. And they should not be allowed to come into my home at all, as I own the home. They only own the property it sits on. They should give at least 24 hour notice that they will need to access the yard before entering just as any other landlord would do.

I am in support of SB215.

Thank you.

Hello Chairman and committee.

My name is Kimberly Morrell.

I am a homeowner of a manufactured home in a community that has been bought by an out of state known predatory corporation.

I am in support of SB2159 with a few changes.

I am concerned about affordable housing and where the tax dollars are going to come from when we no longer have affordable housing and are out on the streets.

What is a reasonable administrative fee? What does it apply to? We don't want administrative fees. Our concern is that there will be limitless administrative fees imposed on us. There are fees for pets of homeowners. Renters of homes I understand the fees for. But those of us who own our homes, this is uncalled for.

I am also concerned about management or companies they hire coming into my yard or home without notification. I believe we should get a 24 hour notice before anyone steps foot into our yards.

Many of us have lived in these communities all of our lives and are low income or fixed income households. For these companies to come in and raise rent and impose multiple fees for what seems to be EVERYTHING is devastating to us. Many of us now have to choose between eating, paying our utility bills and buying our medications, or paying our rent so we have a home and not be kicked out onto the streets with our homes and everything taken from us.

Thank you.

Kimberly Morrell

Morrell_kim85@yahoo.com

Hello chairman and community.

I am in support of sb2159 with a 24-hour notice of coming in are yard and no administration fees and no coming in to are homes

Alex

Hello Chairman and Committee Members

I am a homeowner in a manufactured home community. I live in a community owned by a known predatory company. I am on a very fixed income and they have raised lot rent more than any other community I've ever lived in. They have tried to charge us administrative fees of sorts with no validation or reason. At the rate they are going, I am concerned that my family will no longer be able to live in our home. Where will we go? What help will be available if we are displaced; as there will be many families with a similar situation? Affordable housing seems to be going away. I am very concerned of the fees they will try to charge us if they bill stays the way its written. Our idea of "reasonable administrative fees" and their idea are very different. Not only that but how many "fees" will you allow them to charge us? Then the become NOT "reasonable administrative fees"; they become ASTRONOMICAL and UNAFFORDABLE. Also as a homeowner, they cannot come in my home. As for my yard, we should be given a 24 hour notice; since we take care of it entirely.

I support SB2159 with the exception of two things; there should be NO administrative fees and we should be given a 24 hour notice of them coming into our yards.

Thank you for your consideration.

Homeowner in a manufactured home community.

Hello Chairman and Committee.

I am a homeowner in a manufactured home community that was purchased by Havenpark in the Fargo area. I am submitting my testimony anonymously as I am very scared of retaliation from the company.

I'm glad to see that there's finally some legislation coming forth to protect us as homeowners of manufactured homes and our community.

Some of my concerns are that garbage cans are being taken within a short time after the garbage truck comes through, and many people are at work. And then the office/company is charging us \$25-50 to get our garbage cans back. Vehicles and campers are being towed out of people's driveways for various reasons; including expired tabs. One of our neighbors had their car towed out of their driveway even after talking to the office about getting the license renewed that day; the office gave them until noon. Guess what? By the time my neighbor got back with the current tabs, they had already towed his vehicle. Another concern I have is the park is emptying out as people are getting evicted or just walking away from their homes because they can't sell them. Havenpark is denying people to move in who have good credit and a clear background; so they are unable to sell.

I am in support of SB2159 with a couple of amendments. The first one is the reasonable administration fees. Will there be a limit on the fees they can charge? Will there be a time frame set on a fee? Will there be a limit on the amount of the fee? It sounds like that could be very detrimental to any and all residents in manufactured homes. If those questions are left upto a predatory company's discretion, what's going to happen to all of us? We will be homeless in a very short time, many of us. My other concern is that they think they can come in my yard any time they want without a notice. In my opinion, there should be at least a 24 hour notice for them to enter my yard. They will not be allowed in my home, I'm a HOMEOWNER.

Thanks for your time. Concerned resident.

Hello Chairman and Committee. My Name is Paula, and I am a homeowner of a manufactured home in the Haycreek Community, which was bought out by an outside company.

There was no for warning that our trailer court community was being bought out or by whom. It started by them coming into our community and removing trees that have been in our community since 1979, full grown beautiful mature trees, some of the trees were tagged, but some were not, there was no notice of this. Then when it came to taking them down, there was no warning, so I had people on my property, without my permission, when they came back around to mulch up the stump, they made a mess in my yard and my husband and I were responsible for cleaning it up.

Our next issue was the lot rent. Our previous owners, our lot rent was 391.00, which included garbage and water. We receive a letter in the mail, I think it was June, that we were add 10.30 to our rent for garbage, then I think sometime either November or December, we receive another letter, say base rate is 410.00, so when Jan 1, 2021 came around that is what I paid for lot rent, then to receive a notice stating I still owed 10.30.

So we have went from 391.00 a month for lot rent to 420.30 in less than 6 months, we have gotten no notification, legal, of new owners and we are not informed when they are going to do anything. I don't feel extra fees should tenant problems, they should be on the owners, and administration fees not our problem either.

Owning a mobile home is not any different then owning a home, so we should fair and equal rights of a regular home owner. People who live in mobile home are not trailer trash, we are hard working American people, who pay our bills and our taxes, and deserve equal rights.

I support this bill, for the protection and rights of myself, my family and others.

I am in support of this bill with the exception of any administrative fee and I am concerned about management or companies they hire coming into my yard without giving me 24 hour notice in writing.

Wanda

I am a manufactured home owner. I support bill SB 2159 with the exception of administration fees - what exactly is an administration fee it's to broad and has the potential for abuse. I am also against management or the people they hire to come into my yard without giving me a 24 hour notice.

I am especially concerned about the lot rent increases. Our lot rent was raised, again, starting January 1st 2021 during a pandemic!!!

Sincerely Margo McCormick

Hello. I am a resident of a mobile home park in Mandan. Our community has been bought out from an out of state business and I have personally noticed it changing into something we don't enjoy.

The rent has gone up. They are requesting changes that other parks in the area don't have (they seem like small things, but it's many small things and only the beginning)

I want this to be a place my son can be allowed to have a swingset and play safely in his own yard, and with an out of state business and the management they hire - that doesn't seem possible

Hello. I am a resident of a mobile home park in Mandan. Our community has been bought out from an out of state business and I have personally noticed it changing into something we don't enjoy.

The rent has gone up. They are requesting changes that other parks in the area don't have (they seem like small things, but it's many small things and only the beginning)

I want this to be a place my son can be allowed to have a swingset and play safely in his own yard, and with an out of state business and the management they hire - that doesn't seem possible

To Whom This May Concern:

I support SB2159 with the exception of:

"What is a reasonable administrative fee? What does it apply to?"

I am concerned about management or companies they hire coming in my yard without notification.

I am in support of SB2159 with the following changes:

No administrative fee. (If fees are allowed at the discretion of the management or companies they hire there is no limit of what can be charged for what causing me a financial hardship)

Management or companies they hire coming into my yard after providing 24 hours notice.

Sincerely,

Keri Sease

kerisease@gmail.com

I have lived in Haycreek Court for over 30 yrs. I have always felt respected as a home owner until this out of state Corporation took over. We have never received any notification from this new company at all. Not any kind of a contract, no court rules. Nothing. I had a beautiful tree cut down in my yard. No warning, no reason why it was taken down. Our garbage fee has always been included in our lot rent. Now all the sudden it's a separate fee. I enjoy having a nice yard, so in the summer I frequently water my lawn. Im just waiting for the lot rent to go up yet again to cover the cost of using too much water. I own my home & we all deserve respect. The only thing this company is interested in is linning their pockets with our hard earned money.

I am definitely in favor of this bill.

Thank you

Hello Chairman and Community,

I am in support of sb2159 with an 24-hour notice of coming into our yards with no administration fees and no coming into our homes.

Signed,

Grace Rude

Hello chairman and community.

I am in support of sb2159 with a 24-hour notice of coming in are yard and no administration fees and no coming in to are homes

Thanks

Hello all,

I wish to remain anonymous because I don't need any retaliation from Havenpark or the local management. These drastic rent increases are not only unfair, they are too much of an increase at one time. And for what? They repaved the roads and are getting rid of a bunch of junky abandoned trailers. The street lights coming in off of 17th Street haven't worked for well over a year and we get told 2 different stories - it has to be approved by corporate or it's the cities problem (not sure how since this is considered private property - example, some drunk person parked in front of our driveway one night and West Fargo PD could not call a tow because it was "private property" and that request had to come from "management".) It is pitch black at night and I live on a semi sharp 90° curve. Somebody is going to end up in my front yard, or worse, end up with their car in my bedroom. They do absolutely nothing to enforce the laws they have laid down, as far as dangerous animals/dogs not allowed, no parking in the street, etc but are sure quick to raise the rent AGAIN! TWICE since they have been owners here. They have nit picked some people to the point they just abandoned their HOME! Over stupid stuff like their shed is too big or their fence is leaning a little bit, or their skirting or siding isn't new enough. If we could afford \$200,000 homes, we would be in them. But we can't. Pretty sure none of us here can. That's why we chose THIS affordable housing option. And living here does not make us less as a group of people because we work just as hard to pay our bills as someone in a \$200,000 house.

TO WHOM IT CONCERNS;

My name is Travis Laube and my previous address was 1025 Brookwood lane in West Fargo, ND. Which is a home located in a Havenpark community. I was purchasing a home from this community since November 2014. Now that home sits empty because of false claims against me. This company feels the need to bully and intimidate residents. There are alot of residents that would like to speak out but feel intimidated and scared of retaliation. Since this company has entered North Dakota there has been an array of issues that I have been aware of and actively involved with. These issues range from water meters to damaging people's property from tree removal to non-emergency fixes deemed as emergency. I have stood up for the residents in Fargo/West Fargo against this predatory company and they have taken actions against me to make false claims that I was making DEATH THREATS towards staff. They did not have the proof to back these accusations up and still the judge sided with this company which is a serious injustice to me and any others that get in their way. I have lost over 35000 dollars due to them conducting business in this manner. I have lost my home and every dollar I have spent into improving the home over the past several years. Change needs to happen and it starts with putting laws into place that both governs owners and residents and protects both parties. This one sided nature of placing laws into effect that only benefit corporate interests needs to come to an end. It is harming these communities and the residents. Rent gouging, extortion, theft, intimidation, is all illegal activities and if I were to commit any of these crimes I'd be in jail. But it seems to me that because it's a company that says they are bettering these properties it's ok for them to use these means to get rich. So you as law makers need to step your game up and really take a look at what is really happening within these properties. I encourage you to drive around and knock on doors and talk to residents. You will see how scared they are when they do not want to talk to you about this for fear someone is watching and will have retaliation from the company for speaking out. I myself am proof they will go to any length to remove resistance from their agenda. I am not going to beg and plead for you to help, I am demanding it as it is your civic duty as people who hold positions to protect those you represent.

Sincerely,
Travis A Laube

Hello Chariman and Committee members.

I am submitting this anonymously because I'm very afraid of the retaliation that the company will do to any of us. I like our community and my home, it's the only home I've known.

I am a **homeowner** of a manufactured home in a Bismarck community that was purchased by a known predatory company. I have visited with many residents around the city about the company and their unfair and unjust ways of doing things. I have friends who have literally walked away from their homes, just to get out. I have friends who have sold their homes for next to nothing to get out of what they referred to as a "prison camp" and not a family friendly community anymore. People do not have peaceful living in the manufactured home communities anymore. They are living in fear. They are scared of fees that they'll be charged for whatever reason the property owners want to charge for. Affordable housing is quickly disappearing, and people are going to be out on the streets. Who will help us when that happens? What are their plans when they get all of us out?

I'm happy that there is some legislation to protect all of us as homeowners of manufactured homes and our community; as well as the owners of the land. This seems to be a fair bill for both sides and I support it. But I think that the "reasonable administrative fees" should be looked at a little closer. You and I as good business people, consider a "reasonable administrative fee" quite different than a predatory company does. Will there be a time frame for a fee or neverending? Will there be a limit on how many fees they can charge? What kind of rules will there be on "reasonable administrative fees"? How far are you going to allow a predatory company to go with "reasonable administrative fees"?

Thank you for your time.
Concerned Homeowner who loves their community.

I've lived in a manufactured home housing community for over 8 years. We've been pretty lucky with our communities owners as our lot rent does not have severe increases every year. If we did, we wouldn't be able to afford here. Yes, the homes are less expensive than a house which helps make it more of an available option than houses do, which is why we purchased one. Our community owners are locals that help keep it in shape and are easily accessible if questions arise. Our streets are well maintained and the community is safe.

Thinking back to the sale of the community in town, we wouldn't be able to handle the fee increases. We'd be forced to sell, and that's if we could even find a buyer. You own the home but are subject to all the rules, regulations, and fees imposed upon you by the landowner. So many people I know living in a manufactured community live paycheck to paycheck. They budget for what they can but won't have funds available for the drastic increase as they are already scraping to get by and that's after working more than 1 job. Do we need to add more to our homeless population?

A drastic change in rules is also difficult. Take for instance pets. The past owner allowed 3 dogs. Now the current one only allows 2 dogs. Which dog do you get rid of? Do we add more to the pets at the humane societies which already see too many coming through? Or the story I heard about the kids. They saved and saved until they finally had enough money to buy the swingset. The new owners come in and ban swingsets 2 months after they just bought it.

How can we have people from other states knowing what is going on in our community? We need to keep ownership in our state. We need to protect these homeowners and their families. We need to keep our costs affordable as there isn't a lot of affordable housing out there in the community.

Hello Chairman Lefor, and Committee. My name, which I hesitate to give, due to concerns about retaliation, is Janet Wendel. I own a manufactured home. I raised my daughter in our safe, and friendly neighborhood, thru 2 year-long military deployments, and several in-state flood fights, until she married, and started a family of her own. I wish they were able to live in North Dakota, but, because our housing costs are so high, they can get more house for the dollar on the other side of the river, and with my 4th grandchild on his way, the bigger house is important. It is not just my loss, but North Dakota's loss, that they don't live here.

A few years ago, when an out-of-state investor or investment group 'acquired' the park I rent a lot in, I had no idea what we were in for. My park had always been full, with people on a waiting list to get in. All of a sudden, our lot rent went steeply up, new, unfriendly rules were decreed, and many people moved out. Since then, we have about 1/3 of the lots sitting empty, or with empty houses on them.

My way of living drastically changed. Money that I used to be able to donate to causes or candidates that I supported, now goes to the out-of-state park owners.

When a bare lot is priced so much higher, you can imagine what that does to every other type of housing.

At some point, like so many of my neighbors, I could be forced to go from being an independent taxpayer, to being forced to seek public assistance. I hate the thought of that.

For the seminar-trained, out-of-state investors, getting their residents out could be one goal, but whether they build something new on the site, or rent out the homes on their lots, having their residents classified as 'low income', is often a goal. If you are on a 'low income' program, you pay 1/3 of whatever your income is toward rent, and the taxpayer picks up the rest, no matter how high the rent is inflated. This causes all other housing options to go up in cost, and prices people out, putting more people in the unhappy position of needing public assistance. This is not good for North Dakota, or its taxpaying citizens.

There are groups that would help finance the park residents, to buy their park, and self manage, but the predators have figured out so many money streams to take from the residents and taxpayers, that they offer double, even triple, the assessed value of the parks, and wear down the owners, until they sell.

My question is, what are you going to do to protect us, and everyone else in the state, from the consequences of what has been allowed to happen? There has to be some balance here. There is making a profit, as a business, but there is also damaging the public good. We are already far past the tipping point. Thank you

To Whom It May Concern:

My name is Mellisa Grosz, I previously lived at 1025 Brookwood Lane in West Fargo, ND. Which is a home that is located in a Havenpark Community. I had lived in Brookwood Mobile Home Park since November 2014, where I was purchasing my mobile home. I was evicted in December 2020 due to empty threats against my fiance, which they had no proof for. From the time Havenpark took over the Brookwood we were trying to help the residents of the three parks that Havenpark bought. Havenpark management saw us as a threat, so they came up with false allegations to have us removed. As advised, we moved out of the park before the eviction hearing. We were handed an eviction, even though we moved out. We have lost all our equity that we put into the house, and we explained to their finance company that we were no longer able to live in the park. This was very detrimental to us, since it made it very hard to find a place to live. It took us over three months to find a new home. Our animals are no longer able to enjoy the big fenced yard that they once had and I will no longer be able to grow a garden, since we are located in an apartment building.

There are many people that don't understand how a company can get away with taking people's possessions and enforcing such threatening rules, that don't allow people to live in a peaceful environment. By not giving us any equity from our house that is like stealing, but yet this company is not held accountable for their actions. Lawmakers need to start seeing this company for what it really is, a predatory company that is only after their bottom dollar. Lawmakers also need to start helping their constituents in fighting against this company, by passing the bills that are set before them to help protect the rights of the residents in these mobile home parks. We are talking about people's homes. I would like you to think about what it would be like to have to move out with a three day notice of a home that you have lived in for years, and lose things that you aren't able to take with you. Thank you for taking the time to read my statement.

Sincerely,
Mellisa Grosz

Legislators,

Hi my name is Mike Connelly And I am a resident as well as a homeowner within Bismarck North Dakota. I do not reside in a manufactured home park. I am Just a citizen that tries to encourage our community through personal and business actions to make our communities better tomorrow than today.

So let me start with the chronological history of what is happened in Bismarck North Dakota in relation to the sale of at least 5 are manufactured home parks to a corporation that certainly has or appears to have no common decency and respect for people, let alone trying to make the community around them better as they do business within it.

When the original owner knew that they were going to sell the property they send the residents a memo stating they were going to raise the rent due to special assessments in the area as well as water rates going up. The assessment was factual, but the utility water rate was not as the city worked out a deal that made it more affordable for them rather than increasing the rate.

It was at this time that all the residents found out they were being sold to a company called Havenpark. They came in with sweeping changes and significant increases. The contract was contested heatedly because it was something that the area had never seen before and there was even questions of some of the provisions even being legal within our state of North Dakota. They did make adjustments to make the contract more in line with what is common here but there still were some significant challenges. One was to increase rent and not have it rounded to an even dollar amount. In their contract they have written in the rent must be paid in full or they will start the eviction process. If a renter paid \$425.00 and the ever changing amount was \$425.12 one month and \$425.17 then next Havenpark would reject the check as the renter not paying in full and charge them a \$75 dollar latr fee for not paying on time. Now there is nothing illegal about this, but it is highly unethical.

Another is forcing renters to remove hitches versus putting a box over them. To reattach hitches is an expensive process that many cannot afford. Upon the sale of the manufactured home park many were looking to move their homes that they own elsewhere. By requiring the removal of hitches it made this a much larger task and opened the door for the new owner to take possession of homes because people were not able to pay for the increases being levied on them frequently. The hitches are part of the owner of the homes property. The owner of the land should not dictate anything to be changed on the structure of property they don't own unless it's specifically for a safety issue.

Outside of taking ownership of people's homes due to the leverage that they can really wield, The most unethical practice is in line with how they communicate to the residents. As I was advocating for the residents during the pandemic I was promised bybone of their corporate members (Chris), that Havenpark would communicate with the residents by the 17th of the month as to whether they would work with them in relation to rent due after many had either lost their jobs or were laid off. The date came and went and people were literally put in a position to where they had to either pay rent, groceries, or for medicine but could not pay for all three. The corporate office actually didn't answer until the last day of the month a little after 5:30 pm in the evening. This left people in a position where they paid their rent and gave up the other things because they were afraid of you of eviction as well as the high late payments. Again this is not illegal but it is certainly unethical and makes no community better.

The legislation in this bill (SB-2159) is a start, and should be passed. It should be a starting point and and more should come in order to address unethical business practices. It's unfortunate that these manufactured home companies could not just choose to do right by people as they go about their business but rather bully them as an effort to make them dependent with no options without losing their homes.

Sincerely
Mike Connelly

Chairman + Committee

8562

I support SB 2159

After a divorce in the 2000's I purchased a mobile home in Colonial estates because of the affordable living.

It remained affordable living for the next 10 to 15 years until being sold in Sept/aug 2019 where it took a \$71⁰⁰ jump within a few months.

My worry is the future for myself and others who can not afford the increases and have no where to turn if forced out of the court.

There needs to be some regulations for these circumstances. Many feel trapped with not a lot of options and that's not what they signed on for.

Shortly after taking ownership they wanted to try and figure out how to charge us for water when this has always been included with lot rent. Some trailer water lines will never be the same.

We were told the increases ^{in costs} were for the betterment of the park but I have yet to see any betterment for me.

Anonymous

Manufactured housing has allowed me to have my own home, with my own yard, which is important for my family, with children, grandchildren, and pets. I didn't like apartment living, with others' noises, smells, disruptions, dangers, etc. Having a manufactured home has allowed me to have more room, peace, and safety. However, retaliation is always a concern hanging over you, when you rent, but you can't easily walk away.

- Resident of Buena Vista (Fargo)

The rent increases have become too much, but we can't afford to move our home.

- Resident of Brookwood Estates (West Fargo)

The mobile home park is affordable and better than apartment, but I've often requested safety hazards they are responsible to fix per lease and they still haven't been fixed a year later. Help us please.

- Resident of Riviera Heights (Fargo)

It's where I've lived for the last 24 years plus where else can you live with dogs and a fenced in yard without buying a house as a single woman. They raised our rent over \$100 in the last year for improvements yet the only thing that I have seen done are the road were reblacktopped when in most areas they were fine and did landscaping around the office and there is no tell if they ever repaired the water leak by the office that has been there for years. I'm a single person and I'm now paying \$53 for sewer, water and garbage. Why am i paying \$44 for water when im a single person? How much should a company be able to raise lot rent in a year? And how can a company put in the lease that they can enter the home you own if given 24 hours notice so they can inspect your home. It's in the lease if you don't believe me.

- Resident of Riveria Heights (Fargo)

Manufactured homes can be affordable housing. We have lived in ours for over 25 years. It is home. Ever since Havenpark bought our community, we have felt that if we complained, Havenpark would come and inspect our lot, find some minute issue, and issue intent to evict order.

- Resident of Brookwood Estates (West Fargo)

I'm stuck in this nightmare. We are struggling. They keep uping the prices any time they feel. They do damage to our houses and they do not fix anything. The pipes are so old that it is ruining all our appliances and the water quality i still think is making me sick.

- Resident of Brookwood Estates (West Fargo)

Manufactured housing is necessary for people who want affordable housing. Easy to get financing so people can move in quickly. We need more rights for mobile home owners. The rent and utilities should not increase significantly in a matter of days or months when the cost of living income increases are not increased at the same rate. Keep the lot rent affordable for people who are on a fixed income. Allow people to have pets as long as the pets are not problematic or overcrowded (hoarding and not taking care of their pets needs). Mobile home owners need more rights!

- Resident of Riviera Heights (Fargo)

A mobile home park is the only cheap place to live and we like our own space. It is a problem having to pay the same amount for utilities as ones that have more people. We worry about rent increases in the future.

- Resident of Riviera Heights (Fargo)

Manufactured housing is important to me because it is what I can afford at this point in life. If I lose this housing, I will be homeless. However, it is a problem dealing with frequent rent hikes, harassing letters for upkeep, removal of fencing, sheds and anything in the yard, and their expectations of what is "nice" looking.

- Resident of Riviera Heights (Fargo)

Testimony in Support of
ENGROSSED SENATE BILL NO. 2159
House Industry Business & Labor Committee
March 10, 2021

Chairman Lefor, members of the House Industry Business & Labor Committee, for the record my name is Kent French. I'm here today representing the North Dakota Manufactured Housing Association (NDMHA) and the residents that live in manufactured housing communities across the state of North Dakota. I am the Legislative Committee Chair for the NDMHA. I have asked that a representative from Kelsch Ruff Kranda Nagle & Ludwig Law Firm of Mandan, our lobbyists for NDMHA, to appear and be available to provide a copy of my written testimony to you.

NDMHA is a state trade association representing all segments of the manufactured housing industry, including: manufactured home builders, suppliers, retailers, community developers, owners and managers, insurers and financial services companies. NDMHA works to promote fair laws and regulations, increase and improve financing options, promote a positive image of manufactured housing, provide technical analysis and counsel, promote industry professionalism and remove zoning barriers to the use of manufactured housing. Through these various programs and activities, NDMHA seeks to promote the use of manufactured housing to consumers, developers, lenders, community operators, insurers, the media and public officials in an effort so more Americans can realize their dream of affordable home ownership.

NDMHA is in support of SB 2159 which has been a work in progress for over 1 ½ years. SB 2159 is a culmination of hundreds of complaints I have received from residents living in Bismarck and Fargo park communities that were purchased by out-of-state interests. These complaints came from individual residents that have written or called or from one of the large group of residents that I spoke with. At the end of my written testimony is a brief **Summary of Requirements Established Within Engrossed SB 2159** for your reference.

I appear before you as a representative of the NDMHA but also on behalf of the residents of manufactured housing communities because I am the most familiar with the residents. I have managed seven park communities over a 40 year period, three of which I developed or help develop but most importantly I lived in all of the park communities that I managed and developed. Because I was in a management position, I helped develop all of the park's rules, regulations and lot rents. Also, because I lived next-door to the residents who were also my friends, I understood the need for establishing fair and reasonable rules, regulations and lot rents.

Today I was going to give you the same testimony that I gave and used in the Senate IBL Committee but the stakes are too high. Residents of manufactured housing communities across North Dakota are relying on me and others giving testimony to you today to stop the predatory practices of some of the out-of-state ownership interests. For those of you who would ask what predatory practices, I would ask you to go online and look up for example Havenpark community problems. As you will see even a United States Senator has been investigating these types of out-of-state community ownership entities and their predatory practices.

One of the items that Havenpark has challenged NDMHA on is the fact that our association doesn't have any out-of-state park community owners as members. NDMHA is represented by dealers, park operators, bankers, set up companies, transportation companies, and community residents. If Havenpark owners had done their homework, they would've found out that our NDMHA membership does have out-of-state park owners. In fact our president elect operates multiple communities and has been the past president at least three times and is the current president elect of our association.

Havenpark also states in a letter to North Dakota Senators and Representatives asking whether we as an association understand the costly

mandates that are in SB 2159. Not only do we understand the costs but in most cases they have already been implemented by our park operators, which is the reason SB 2159 is not written for just the out-of-state ownership interests but for all park community operators in North Dakota.

Also in that same letter Havenpark mentions having to pass the costs of SB 2159 onto the residents in their park communities which almost sounds like they're going to use this as an excuse to raise the rents once again. As we've been hearing in our country never let a crisis go to waste. Finally, Havenpark's CEO Pratt shares with you that I am a community owner which is not the case. I am not an owner nor have I ever been an owner. I serve on the Board of Directors for NDMHA and represent the residents that live in the park communities across North Dakota. Havenpark's CEO Pratt does complain about our association not allowing Havenpark as a member in our association, and the reason for that is not because we don't want them to be a part of our association but we will not and could not defend the management and practices they employ in their park communities. We would strongly encourage Havenpark and other similar out-of-state ownership interests to become a part of NDMHA and they are welcome but the company needs to show respect, restraint and responsibility, to their park community residents.

One of the issues regarding utilities including water and garbage pick up needed to be addressed. In my position with NDMHA I get many phone calls from out-of-state corporations looking to purchase park communities in North Dakota, and typically one of the first questions asked about a particular park community is whether or not they have separate water meters or if it is included in the rent. The reason for this question is in purchasing a park community where water is included in the lot rent they want to put in individual meters so that they can collect the money that was already included and being charged in the lot rent. Garbage is typically the second question as to whether the city picks up the

garbage or if it is picked up by private companies. Of course, the reason for that is when the new park owners take over many times they switch the garbage pick up service to another company or require the residents to take the garbage to a central facility location all of this costing the residents more money.

We also must understand the difference between owning a manufactured home on leased property versus an individual that lives in other rental property. Residence owning their own manufactured home located on leased property are, to some extent, at the mercy of the park ownership, especially in North Dakota with our cold winters. If a person had to move a manufactured house such as a 16 wide in the summer time your cost could be about \$6,000 or for a double wide about \$15,000 and you would have to add another 40% to that cost for a move completed in the winter.

SB 2159 addresses many of these concerns of the tenants as well as understanding the rights of the park owners. This bill cannot address every problem or complaint. However, it does address serious legitimate concerns like a lack of communication with the residents and also sets out reasonable parameters with the time frames as identified.

In closing, I would like to thank Chairman Lefor and members of House IBL committee for this opportunity to give my testimony, but I would be remiss if I didn't share with you that we would have had some additional testimony from various community park residents but they felt intimidated and were worried about possible retribution. Again, I would like to thank you for this opportunity to testify, and urge your support of SB 2159 and respectfully request a **DO PASS** recommendation on **SB 2159**. I would be happy to try to answer any questions.
Sincerely, Kent French

Summary of Requirements Established Within Engrossed SB 2159

SECTION 1 - Mobile Home Park - Transfer of Ownership - Tenant rights:

Page 1, line 7 to page 2, line 4

Annual license with ND Dept of Health
Have a local office with telephone number manned 8 am - 5 pm weekdays; emergency contact available 24 x 7; and decision maker on site
30 days notice before ownership transfer effective
Rules and regulations given to tenants
48 hours to respond to inquiry or complaint

Page 2, lines 5 - 7

No requirement to sell or transfer mobile home to park owner

Page 2, lines 8 - 15

Provide 6 months notice of any change in rules or regulations allowing to comply or vacate

Page 2, lines 16 - 18

Provide 30 days notice of any change in rules or regulations regarding sanitation or safety

Page 2, lines 19 - 22

Provide 30 days notice for any dwelling unit modifications required with financing

Page 2, lines 23 - 25

Existing rules remain in effect until modifications take effect

Page 2, line 26 to page 3, line 2

No entry into mobile home without consent, advance notice or an emergency exists

Page 3, lines 3 - 5

No rent increase for 6 months if increased within 60 days of acquisition

Page 3, lines 6 - 16

Utility service provided to tenant may not be charged an amount more than actual cost with reasonable administrative fee

Page 3, lines 17 - 19

Violation is subject to a civil penalty of up to \$1,000 or actual damages plus reasonable legal fees

SECTION 2 - Mobile Home Park - Ownership - Tenant rights:

Page 3, line 22 to page 4, line 9

- Annual license with ND Dept of Health
- Have a local office with telephone number manned 8 am - 5 pm weekdays; emergency contact available 24 x 7; and decision maker on site
- 30 days notice before ownership transfer effective
- Rules and regulations given to tenants
- 48 hours to respond to inquiry or complaint

Page 4, lines 10 - 12

- No requirement to sell or transfer mobile home to park owner

Page 4, lines 13 - 19

- Provide 6 months notice of any change in rules or regulations allowing to comply or vacate

Page 4, lines 20 - 22

- Provide 30 days notice of any change in rules or regulations regarding sanitation or safety

Page 4, lines 23 - 26

- Provide 30 days notice for any dwelling unit modifications required with financing

Page 4, lines 27 - 29

- Existing rules remain in effect until modifications take effect

Page 4, line 30 to page 5, line 5

- No entry into mobile home without consent, advance notice or an emergency exists

Page 5, lines 6 - 16

- Utility service provided to tenant may not be charged an amount more than actual cost with reasonable administrative fee

Page 5, lines 17 - 19

- Violation is subject to a civil penalty of up to \$1,000 or actual damages plus reasonable legal fees

SECTION 3 - Effective date for existing ownership situations is October 1, 2021 - Assuming the effective date after passage is August 1, 2021.

Chairperson, members of the Committee, I come before you to speak on SB 2159.

As a resident of Colonial Estates, there are growing concerns of predatory business practices by large investment groups, such as Havenpark Capital and those alike coming in and purchasing our communities.

From the onset of Havenpark's purchase of our community, we have been viewed as complainers of rent increases over new ownership. This was stated by the very person who drafted this bill. I believe it is important to note that said person utilized the same legal representation this is representing Havenpark in their eviction cases. This is at minimum, a conflict of interest. That legal representation is Todd Kranda and the drafter of this bill is Kent French.

We are not renters, we are HOME OWNERS, who pay a rather large fee for the dirt our homes sit upon.

We are a rather large group of predominantly low and/or fixed income residents.

→

Whom, by the way, are not far enough below the poverty level to receive any assistance from the state.

After the first committee hearing, there was a small blurb on the news regarding this issue, again we were referred to as complainers. Navenpark issued a statement saying they must hold into account their fiscal responsibilities. I come here asking you to also look at the fiscal consequences. As a large number of people have been evicted, what happened to them? Did they end up on the streets, in shelters, in our Dept of corrections systems? All to the cost of our state?

In Navenpark's own response to a letter they received from the Congress of the United States House of Representatives they stated that legislation can be passed to help residents and yet they continue their predatory actions simply because they can.

One bad act constitutes just that "A Bad Act" but continued bad acts become bad intentions,



4559 ~~Biz/Corp~~ only $\times 3 = 13677$

As it stands a total of ~~4800~~ lots have been affected by numerous rent hikes, additional fees, evictions of residents and so on.

If you look @ the total # of lots with an average of 3 people per household, the number of lives affected across the country is astronomical.

Havenpark
Biz/Corp
only

1800 $\times 3$ households in North Dakota alone.
(5400)

You may be asking what some of these "bad acts" are. Initially up Havenpark's purchase of Colonial Estates we were presented with a 30 page lease, also included was a separate list of fees. One of which was to return our initial deposit and then charge us a new deposit equal to our site rent of \$385⁰⁰ and amount of 770⁰⁰ owed for their first month of ownership effective I believe 8-1-2019.

Please note we were advised of their purchase with a letter dated 7-18-2019. Not only that but we need to remember their list of pet fees which was to be paid on a per pet per month basis along with a pet deposit.

Just one of the fees on their list. Our current site fee is 245.²⁵ effective 1-1-2021

We got lucky here, as there was a section of this 30 page lease which was illegal so that to scratch it and write up a new one.

They then came @ us with water meters, which were installed by a company which was not a licensed contractor in ND so the meters had to be removed. They then came at us with a utility service fee let me please tell you we are billed and pay for our utilities separately by ^{the} utility company. Prior to their ownership water, sewer & garbage have been included in our site fee. Next came evictions, ^{and} park violation notices. At this point and to this very day the people live in a constated state of anxiety asking themselves "what next."

Over their time as owners they have "lost" nest payments, had hazardly repped out trees with no regard to the potential damage to the homes, they have use grass as an excuse of an emergency as a potential tripping hazard. They put in a park right along Expressway with no regard to the safety of the children who may play there. They put street signs with no reflectivity of which to see @ night all for the sake of

a tax write off and with no concern for the residents of our communities.

We are simply viewed as a safer investment for residual income than what the stock market can provide.

We are human beings, home owners, with our livelihood @ risk. We are people who don't have much but it is ours. Our homes in which we seek refuge and peace are at risk.

We have a resident who actually received a final notice with the threat of a large fee for parking on the street in front of his own home.

So, as you see, with just a few examples, we are not just renters with complaints over rent increases by new Ownerships. Havenpark is not new ownerships anymore. They are an everyday cause for concern - financial and otherwise,

This bill REQUIRES additional changes as to protect homeowners ~~of~~ these communities.



At the onset of Havenpark's ~~new~~ ownership, as I previously stated, the site rent was \$385⁰⁰ and my food budget was only \$80⁰⁰ clearly not enough to eat as healthy as I should. Now the site rent is 445²⁵ so I don't see proper eating in my future. It is evidently clear that Havenpark's fiscal responsibility clearly outweighs the importance of whether I eat or not.

I am disappointed that there are more protections in place for out of state investment groups serving as landlords that come into our communities ~~and~~ with a financial bulldozer than there are for the homeowners that reside in them.

It will cost this state -0- dollars to put protections for homeowners in place.

We would like to propose the following amendment to this bill SB 2159.

I have included much documentation for the committee to refer to.

Havenpark's business practices were in full activation before hitting ND residents,

It is interesting to note that even after having to scrap their 30 page lease here, they moved on to the next state with that same 30 page lease.

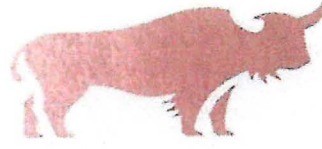
- 8. Pets- Pets must be registered with a monthly pet fee per pet for renters or walking pet/s they must be on a leash other residents lots. As pets are all dropping must be picked up immed community. "Dangerous breeds" ar our insurance provider: (information attached to home, awnings, stairs.
- 9. Filing Complaints- Complaints should be made to our local police nity. Verbal o s for eviction ten shoveling/ /Night to keep w snow onto ut Snow plo lation.

ions and or c
: staff please

where we
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BROOKWOOD
ESTATES

March 1, 2021

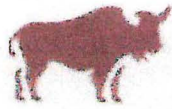
Dear Residents,

As of April 2021, we are going paperless, if you have not signed up for the online portal please be sure to contact our office for a registration code as statements will no longer be mailed out. If you received an email to sign up or a username and password, please be sure to use the online portal moving forward. Due to Covid we are minimizing the amount of envelopes and checks that get dropped in our drop box every month. Our main priority is to keep everyone safe during this pandemic.

Certified payments will be the only method of payment that will be accepted after the 5th of the month. Any small balances are to be paid immediately. Evictions will be filled as soon as 3-day notices expire and all attorney fees are to be paid in full along with past due rent payment. Partial payments will be returned via Certified Mail.

Online billing provides instant notification when your bill is ready, including the amount that is due and sends you a receipt. Our online billing system does not require a fee when paying online.

By going paperless, together, we can save thousands of trees, millions of gallons of water, millions of pounds of greenhouse gas, and millions of pounds of solid waste. Thank you for all your hard work and effort to save trees and natural resources. Every little step you take to be a more conscious and responsible consumer goes a long way. Spread the word and recommend going paperless to all your friends, family members, and co-workers!



BROOKWOOD

ESTATES

January 2021

Dear Residents,

Thank you for choosing to be a part of our wonderful Community. It is our desire that your residency with us will be comfortable and rewarding. Our goal is to provide you with great resident services and outstanding amenities.

As you may ask about rent increases and why they happen throughout the year here is the information: (1) Increase in operating expenses that must be offset and (2) Improvements made in the community. Each property has associated costs that naturally go up each year. The only way we can cover our costs and continue operating is by making an annual adjustment to the rent.

These projects ensure that our residents' home values will remain as high as possible, and if / when a resident ever chooses to move out, they have a much more favorable experience of selling their home for the best price to the best pool of buyers who also want to live in a nice location / well-maintained community. These annual rent increases are an investment in our residents' future.

Our Rules and regulations are in place for your convenience and full enjoyment of our facilities. They are further established to preserve and enhance the safety, enjoyment, value, and livability of the Community. If you need a copy of Rules and Regulations, please request a copy via email or stop in the office. Due to a few Rules and Regulations that are not being followed here is a list of the main issues we are having at our Court:

1. **External Storage of Items-** Resident's personal items such as lawn movers, bikes, toys, gas cans ect. Are to be stored in a storage shed at all times.
2. **Burning-** Residents are not to be burning trash or any other items within the community. If you see this happening contact our local police station/fire department immediately. (701) 433-5500. Manufactured homes can burn down in less than 4 minutes to the ground.
3. **Vehicles on Concrete slabs/ Streets-** Resident is permitted to have up to three (3) vehicles per lot as long as there is adequate space. Vehicles are to park on concrete slabs at all times and or front yard if needed during winter dates: November 1st to April 30th. Street parking at any time will no longer be permitted. **Any Vehicles parked on the street as of January 12, 2021 will be TOWED AT OWNERS EXPENSE. NO EXCEPTIONS!!** Any vehicle parked on street will receive a tow sticker allowing a 2 hour time frame to move vehicle off the street.

4. **Repairing Vehicles-** Minor maintenance is permitted. Vehicles will not be allowed to remain on blocks or jacks overnight or left unattended at any time.
5. **Expired tags-** Inoperable vehicles, unregistered vehicles past 30 days **will be towed from the premises at owners expense without notice.** Any vehicle with temporary tags should be **up to date and visible** at all times. Please contact our office if you are waiting for updated tags. Vehicles parked in empty lots or vacant homes will be subject to tow at owners' expense without warning. Any vehicle purposely blocking an inoperable/ expired tagged vehicle will also be towed due to blocking Tow Company.
6. **Trailers-** Trailers, pop up campers, snowmobiles ect are not allowed on premises. We have a storage behind our office for \$50 a month per item.
7. **Garbage Cans-** All Garbage cans must be away from the street except for Tuesday nights. Garbage Cans are to be moved from street no later than Wednesday Night. Any garbage cans found close to the street/ Garbage bins on the street will be picked up and will require a \$25 fee upon return.
8. **Pets-** Pets must be registered with the community office and should be paying a \$35 monthly pet fee per pet for renters or \$15 per month per pet for homeowners. When walking pet/s they must be on a leash at all times nor permitted to invade the privacy of other residents lots. As pets are allowed on our community we have a max of 3 pets. Pet dropping must be picked up immediately to maintain the desired cleanliness of the community. "Dangerous breeds" are not permitted in the community and are defined by our insurance provider: (information can be obtained at the office) Pets on tie outs attached to home, awnings, stairs, ect are not allowed.
9. **Filing Complaints-** Complaints such as loud music, theft or any other emergency should be made to our local police department. Our office receives all police reports made in our community. **Verbal or physical abuse of Management and Staff will be immediate grounds for evictions.**
10. **Snow removal-** When shoveling/ Snow blowing be mindful of your neighbor's property. Our crew is out Day/Night to keep our streets clean during periods of heavy snow fall. **Do not shovel/ plow snow onto our street as it may end up back on your property while our crew is out Snow plowing. Throwing snow onto the streets may result in a written lease violation.**

Should you have any questions and or concerns please feel free to contact our office via phone or email. Due to short office staff please leave a voicemail as it will be faster to address your questions and or concerns.

We now have a new system where we can text from our office number. When texting please provide your Full name, lot number/Address.

Email: Kguzman@havenparkmgmt.com

Office Number |701.282.2961

Thank you,

Brookwood Management

Effective September 1st, 2019

Charge Type

Recurrence

Amount

GENERAL

Basic Home Site Rent	Monthly	\$415
Premium Home Site Rent	Monthly	\$25
Home Rent (Leased Home)	Monthly	Varies
Security Deposit	One-Time	New Residents: 1x Rent Current Residents: Amount on Record
Late Fee	Monthly, as Incurred	\$75.00
Returned Check NSF	As Incurred	\$50.00
Monthly Pet Fee (Tenant-Owned Home)	Monthly	\$15.00 per Pet
Monthly Pet Fee (Leased Home)	Monthly	\$35.00 per Pet
Non-Refundable Pet Charge (Leased Home)	One-Time	\$200.00

APPEARANCE

Exterior Home Repairs & Improvements	As Incurred	Cost of Materials + \$30.00 per Hour for Labor
Lawn Mowing & Trimming – If Resident Fails to Respond to Notice	As Incurred	\$50.00 per Mow/Trim
Homesite Cleanup	As Incurred	Cost of Materials + \$30.00 per Hour for Labor

BEHAVIOR

Speeding or Parking Violation	As Incurred	\$50.00 per Occurrence
Pet Waste/Pet Responsibility Violation	As Incurred	\$50.00 per Occurrence
Smoking in Leased Home	As Incurred	\$250.00 per Occurrence

UTILITIES

Water Utility Rate.	At Time of Utility Billing, Generally Monthly	Individually Metered Charged Back to Resident Based on Usage, Fees Vary by Community
Sewer Utility Rate	At Time of Utility Billing, Generally Monthly	Individually Metered Charged Back to Resident Based on Usage, Fees Vary by Community
Utility Service Processing and System Maintenance Charge	At Time of Utility Billing, Generally Monthly	\$5.50 per Billing
Rubbish Removal Rate	At Time of Utility Billing, Generally Monthly	\$10.25
Lapse in Active Utility Coverage	As Incurred	\$25 per Occurrence + any Charges Incurred by Community



February 19, 2021

Dear Senators and Representatives,

I am the CEO of Havenpark Communities. Our company purchases, upgrades, and maintains manufactured home communities (i.e., mobile home parks) across 15 states. We have been operating in North Dakota since 2019.

We have since grown across North Dakota and have a total of eight communities with approximately 1,800 residents across Bismarck and Fargo. Since we began our operations in North Dakota in 2019 we have invested approximately \$4,300,000 back into the properties we operate in North Dakota. This reinvestment ensures our residents have good roads, properly trimmed and safe trees, landscaping, proper street lighting, amenities such as playgrounds, picnic pavilions and sport courts, and more. This investment also preserves and even increases the value of our residents' homes. We are committed to our communities and residents in North Dakota and plan on operating, growing, and investing in the state for many years to come.

I am writing to you today to express sincere concern for some recent proposed legislation that will adversely affect our operations and residents in North Dakota. We understand that the North Dakota Manufactured Home Association (NDMHA) has presented legislation that would be devastating to not only our operations but to the affordability to residents of manufactured home communities across the state. We are not members of the NDMHA; upon attempting to join the group we were informed that we were prohibited from joining the association because we were an out-of-state company who "did not care about our residents". As it turns out, we were not alone, many other manufactured home community operators, including the largest operators in the state with a national presence, have not been allowed to join the association. We question if there is a significant membership to NDMHA and if they are aware of this costly mandate being brought upon their businesses and tenants. It appears that the NDMHA operates less like an inclusive statewide association, representing industry interests, and more like a local club designed to support the self-serving individual pursuits of its Executive Director.

Senate Bill 2159 is bad for North Dakota residents living in manufactured home communities. The bill proposes costly and unnecessary mandates. Operators (we included) will ultimately be forced to pass those costs on to the tenants. This will significantly erode the affordability of manufactured housing to our hard-working North Dakota residents. We are appalled that the NDMHA would support legislation that is bad for North Dakota residents and



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COMMUNITIES

businesses and would repel future capital coming from out of state. Senate Bill 2159 poses the following costly mandates:

1. SB2159 mandates that owners have a local office staffed by an employee from the hours of 8:00AM to 5:00PM Monday through Friday. It continues to require that an employee have the authority to make decisions at any time on behalf of the ownership. This provision unfairly targets smaller communities. For example, we have two communities in Bismarck that are within proximity. For years prior to us acquiring these two communities there was only one office and one community manager and that worked for the residents in both communities. Under the new law we would be required to set up another office and employ additional staff. In this case residents of these two communities would immediately be facing a 15% rent increase to offset those new costs brought on by SB 2159. This proposed legislation hurts RESIDENTS.
2. The bill requires the disclosure of confidential information during the due diligence and acquisition period of a sale or transfer of ownership. The sale of commercial real estate such as a mobile home community is bound by confidentiality until the sale closes. Such confidentiality is standard practice throughout the country. This mandate would significantly complicate any potential future sales and would be a major deterrent to future capital investment in North Dakota. Other types of housing and real estate in North Dakota do not have such a restrictive mandate that would break contract confidentiality.
3. The bill unfairly limits owners of manufactured home communities' right to increase rents without giving six-months' notice period to residents. All landlords should be allowed to establish rents for their properties as deemed appropriate for the business operations. It should be noted that most states – including North Dakota – currently require a 30-day notice to residents prior to any rent increases. Some states with highly progressive policies such as California, Massachusetts, and New York require a 90-day notice prior to such rent increases. However, there is currently not a single state in the America that requires the onerous 6-month notice to residents for increasing rents as is now being proposed. Should North Dakota be the first? Finally, the government does not currently dictate price increases or impose onerous timelines for notification in housing or other sectors, unfairly putting this burden upon manufactured home community owners.
4. The bill requires that owners provide six months' notice to residence to modify park rules. Park rules are put in place to comply with local, State and Federal laws governing the health and safety of tenants. Mobile home park operators must be able to apply and change policies and rules as needed to safely operate the mobile home community. The bill also requires mobile home park community operators to provide written notice to tenants in violation of policies and rules and give them SIX MONTHS notice to comply.



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COMMUNITIES

This is an insulting proposal to all the rule-abiding, responsible residents (which are the vast majority) living in our communities as they would now have to tolerate rule-breakers for months before the law could be enacted to remove them. Rules are in place to protect the health, safety, while being respectful of tenants' rights. Rules also ensure that the property remains a nice place to live with good curb appeal. Removing that enforceability will adversely affect the value of the homes of all the other residents living in the community. Rules must be enforced as seen fit by the operator. This provision threatens the health and safety of all residents in manufactured home communities.

5. The bill mandates an owner to provide thirty days written notice to all residents before making changes to sanitation and safety policies. Manufactured home community operators must IMMEDIATELY address sanitation and safety policies and be able to enforce those policies to comply with local, state, and federal guidelines without delay. Again, unfairly putting this burden upon manufactured home community owners and excluding all other rental property owners.
6. The bill requires the landlords not to charge administration fees to provide utility services and must provide meter readings for all utilities taken at the mobile home lot of each resident. Some manufactured home communities choose to include utility expenses in the lot rent. This provision would come at a hefty expense again that would ultimately be passed along to the tenants. The government does not currently place this burden upon other housing sectors and should not place this burden upon manufactured home communities.
7. The bill further allows for a \$1,000 penalty to the owner in addition to attorney's fees should a resident bring a claim. This circumvents small claims court proceedings and is going to burden the court system with countless meritless claims. Again, the costs of litigation will ultimately be passed along to the residents. Current landlord and tenant contract laws already protect all residents and small claims courts provide reasonable forums to file legal complaints. This is a provision being unfairly applied to manufactured home communities and is not applied to other housing.

It is also our understanding that the individual who helped write or negotiate the terms of this bill, and supports this bill, is the president and executive director of the North Dakota Manufactured Housing Association. This bill was presented to the Senate under the guise that the NDMHA had prepared and negotiated its terms on behalf of its membership and in representation of all manufactured home communities. This makes it seem as though the members of the association, of which our company and many other operators are not allowed, support the legislation when in fact we do not. We understand that this individual is also a community owner who has spoken out against other companies who own and manage communities in the state. It is clear that NDMHA is strongly against manufactured home community operators from outside of North Dakota. Thus, it certainly stems that he may be



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COMMUNITIES

supportive of this legislation to keep companies like ours out of the manufactured home community business in North Dakota by helping to support legislation that makes it difficult to do business for owners whose headquarters are outside the state and discourage investments into the State of North Dakota. This individual is in a position collecting revenue from other organizations and appears to only be interested in his own business affairs. This should be viewed as a clear conflict of interest. It appears that these proposed laws were outlined to benefit him and his business as they are hurtful to North Dakota mobile home park residents and out-of-state operators alike. In any event, please know that there are many manufactured home community owners and operators in your state that do not support this bill.

On behalf of Havenpark, our residents and the future of our communities we sincerely request your support in opposition to Senate Bill 2159.

Regards,

Robison Pratt
President / CEO
Havenpark Communities

Mobile: 801-592-8780
Email: robbie@havenparkmgmt.com
Mail: 51 W. Center St. STE 600, Orem UT 84057

communities.

>>

>> In paragraph two, you stated how much money you've reinvested in your communities. I suggest that that amount of money is what any park owner would normally spend on an annual basis. The Lawmakers can do the math with 1800 homes with Havenpark raising the lot rent on day one. The homeowners in your communities are paying for more than just the normal upkeep of a community.

>>

>> In the next paragraph, you say SB 2159 will be devastating to your operation. You must understand that all communities in North Dakota will be under the same rules and have to follow the same guidelines. The only thing devastating is your high rents and your rules and regulations you force on the people in your communities. You also stated that there are no other out-of-state corporations in our association. WRONG! One of the largest out-of-state corporations is a member of our state board and has been passed president twice and is now president-elect. Our current president of NDMHA lives in a manufactured housing community. For the record, amongst your false statements, I want to clarify that I am not the president or the executive director of NDMHA nor do I own any communities. I merely represent the rights of the people living in manufactured housing communities and serve on the Board of Directors for governmental affairs.

>>

>> In closing, I feel you need to send another letter to the North Dakota House and Senate Lawmakers rectifying the false and negative statements about North Dakota manufactured housing and myself. I was not surprised to see the negative comments on the Internet from the Better Business Bureau about your corporation. Even a United States Senator has commented on Havenpark's negative way of doing business.

>>

>> Kent French

>> 701-222-1700

>>

>>

From: Kent French frenchexchange.kent@gmail.com
Subject: Fwd: Response to Havenpark letter
Date: Feb 23, 2021 at 2:21:15 PM
To: Cathy Job cathyjob@icloud.com

----- Forwarded message -----

From: **Kent French** <frenchexchange.kent@gmail.com>
Date: Mon, Feb 22, 2021 at 5:31 PM
Subject: Fwd: Response to Havenpark letter
To: <robbie@havenparkmgmt.com>
Cc: Dever, Dick D. <ddever@nd.gov>, Diane Larson <dklarson@nd.gov>, <npoolman@nd.gov>, <lbellev@nd.gov>, Karls, Karen <kkarls@nd.gov>, <nptoman@nd.gov>

>>

>> Dear Mr. Robison Pratt,

>>

>> I received a copy of the letter you had written to the North Dakota Senators and Representatives. Instead of writing a response to them, I felt my letter should be addressed to you as you took it upon yourself to make some false and misleading statements about NDMHA & myself.

>>

>> Do you remember our first conversation? I called you with many complaints from the residents of your Bismarck community. The most egregious complaint was the Havenparks rule requiring their residents to sell their homes through Havenpark or to give them the right of first refusal. I called this rule for what it is 'restraint of trade'. I informed you with our attorney present that if you didn't change your policy that NDMHA would seek to have this policy changed in the courts. You decided at that time to change your policy and promised you would work with your residents to get the other issues and complaints settled in your

From: Kent French frenchexchange.kent@gmail.com
Subject: Fwd: Senate Bill 2159 Response
Date: Feb 23, 2021 at 2:26:19 PM
To: Cathy Job cathyjob@icloud.com

----- Forwarded message -----

From: **Kent French** <frenchexchange.kent@gmail.com>
Date: Fri, Feb 19, 2021 at 5:45 PM
Subject: Fwd: Senate Bill 2159 Response
To: Dever, Dick D. <ddever@nd.gov>, <npoolman@nd.gov>, Diane Larson <dklarson@nd.gov>, <nptoman@nd.gov>, Karls, Karen <kkarls@nd.gov>, <ibellev@nd.gov>, <mlefor@nd.gov>, <gkeiser@nd.gov>, <jhagert@nd.gov>, <jkasper@nd.gov>, <slouser@nd.gov>, <dnehring@nd.gov>, <eobrien@nd.gov>, <mostlie@nd.gov>, <druby@nd.gov>, <aschauer@nd.gov>, <gstemen@nd.gov>, <gwestland@nd.gov>, Todd Kranda <kranda@kelschlaw.com>

Enclosed in this E-mail is a letter I received from an owner of a Manufactured Housing Community in Bismarck. This owner happens to live in a community owned by Havenpark, the corporation that has hired a Lobbyist to try and defeat SB 2159. This is the same corporation that helped create the need for Tenant Rights Legislation. This letter helps explain why SB 2159 is so important to the residents of communities across the State of North Dakota. One issue that needs to be addressed is the fact that Residents in Manufactured Housing Communities own their own homes, different from apartments, and are to some extent at the mercy of the owners. It is difficult to move a Manufactured Home from a community if new owners establish rules, regulations, and rents that residents can't afford or rules that affect their quality of life. This legislation is long overdue and doesn't overstep landlord-tenant law. Please support the Residents of North Dakota that live in Manufactured Housing. Please support SB 2159.

Kent French
701-214-1424

----- Forwarded message -----

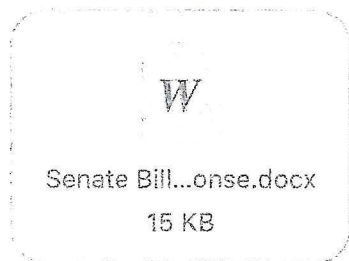
From: **Vince** <vsanders@midconetwork.com>

Date: Fri, Feb 19, 2021 at 3:09 PM

Subject: Senate Bill 2159 Response

To: Kent French <frenchexchange.kent@gmail.com>, Tom Erie
<tome@liechtyhomes.com>, jim farnsworth <jfarns@hotmail.com>

Good afternoon, in this email I attached a response to the lobbyist picking apart the Senate Bill 2159. Let me know what you guys think. Thanks!



Good afternoon,

I am a member of the NDMHA and I am very much aware of the legislation that is coming our way. I am writing this because I am a tenant, a park operator of thirty years, and now a park owner in the community. This bill is not costly nor is it devastating to park owners. In the paragraphs below I will explain my reasoning.

1. The reason the Senate Bill 2159 states that owners need to have a local office that is staffed from 8:00AM to 5:00PM Monday through Friday is because local communities are not answering phone calls for tenant complains nor are they answering for tenant emergencies. This does not target smaller communities. The term used as "office" can mean a resident inside of the park who has keys or a phone that they answers for emergencies. Every community needs a physical location that tenants can go to talk to someone employed by the community as many people may not have a phone.
2. The bill requires a disclosure of information in the transformation period of a sale because the tenants own property that resides within the community that is being purchased. The tenants of the community deserve to know, who they are renting from, how to contact them, what the communities name is going to be, and how to get an updated lease agreement. Confidentiality is fine until the sale closes but the tenants need to know who owns the property.
3. The bill requires communities to give a six month notice to increase rents. This was established in the bill to give the people of the community a chance to either sell their home or move it due to not being able to afford the rental increase. Landlords do have the right to establish rents for their properties, but due to North Dakota winters they have to allow adequate time for tenants to move their property if rent is no longer affordable.
4. The bill states that owners are to provide a six month notice to residents to modify park rules. Again, this was put in the bill to give the people of the community adequate time to move their property if they can't or do not want to comply with the new set of rules. People may not be able to move or make changes to their home in the middle of winter. These are simple tenant rights.
5. No response.
6. The bill requires landlords not to charge administration fees to provide utility services. This was put into the bill because you can't sub-lease utility services. It would allow communities owner to have a set lot rent price; then on top of that take whatever their expense for utilities are and disperse it out to the tenants. If the community does not have individual meters then the owners need to come up with a fair and reasonable lot rent price that is the same for the entire community.
7. The bill allows for a \$1,000 fine to the owner if a resident should win a claim. The people of the community have the right to voice their concerns. This will prevent community owners from being able to do what they want whenever they want. It ultimately makes these big corporate companies take step back and care about the voice of their community. As a park owner of three years, I have yet to be taken to small claims court. The \$1,000 fine is an excellent way to prevent reoccurring and future issues between the tenants and community owners.

In conclusion, new community owners in the area are trying to monopolize the market and strip the rights away from the people of their communities. These same owners tried to sub-lease utilities until they were shut down by the city. They have bought several communities in the area and have yet to provide their residents with new leases or a list of rules and regulations. They are changing the names of the communities without even notifying their residents. Finally, new tenants that are moving into these communities are being charged a higher lot rent rate then people that are already residing in the community. This is going to make it extremely hard for residents to sell their property leaving them no choice but to move their homes out of the communities. I am very much aware of what this bill is going to do, and I fully support it.

X = Havenpark = Average = 461.86
 Not owned by Havenpark Average = 365.06
 All parks Average = 395.86

Not including
 water, sewer, garbage

Bismarck	Rent	Star rating
Centennial	\$375 +Water	**** 80's and new
Century	\$418	***** 80's and new-Majority of lots have room for dbl garage
Skyway	\$389	*** 70's and new
Airport	\$350 +Water	*** 1/2 70's and new
North Valley	\$405 +Water	***** 90's and new-All lots have room for dbl garage
Tatley	\$475	****
Colonial	\$475 485 + 10.25	****
Haycreek	\$391-\$475	***
Holiday	\$400-\$420	*1/2
Stardust	\$391-\$475	**1/2
Stonecrest	\$374 +Water	No Rating
Mandan		
Twin City	\$325 +Water	***1/2
Meadow Park	\$375 +Water	****
Woodlands	\$360 +Water	****
Lincoln		
Apple Creek	\$340 +Water	****
Minot		
Prairie Bliss	\$462 W/Garage \$430WO/Garage	N/A
Jamestown		
Holiday Park Village	\$394	N/A
Western Park Village	\$394	N/A
Sunnyside	\$240+\$16.45-Garbage +Water	N/A
Northland	\$275+\$17.52-Garbage +Water	N/A
Fargo		
Rivera Heights	\$493 W/Garbage +Water	N/A
Brookwood	\$420 +\$17.50Garbage +\$9.00Water	N/A

Impact Communities Management is the property manager for the following communities in North Dakota:

Devils Lake Estates MHP & Pitcher Park North Manufactured Home Community	Devils Lake	ND
Grafton Manufactured Home Community	Grafton	ND
Larimore Manufactured Home Community	Larimore	ND
Minot MHP Manufactured Home Community	Minot	ND

Impact Communities Management is opposed to House Bill 1103 and I am writing this letter to you to highlight the reasons for our opposition and give a few reasons for our concerns with the proposed legislation.

Impact Communities Management is opposed to House Bill 1103 and I am writing this letter to you to highlight the reasons for our opposition and give a few reasons for our concerns with the proposed legislation.

House Bill 1103: House bill 1103 is a costly and heavy-handed mandate overreaching the bounds of safety and compliance and we would like to voice our opposition to this legislation for the following reasons:

1. This bill allows for the North Dakota Department of Health to restrict the use of and development of lands in the State. Further, the department would not issue a license under this section if a proposed mobile home park, recreational vehicle park, or campground would prevent, interfere, or restrict proposed private development that is actively being pursued, all of which exclusively and unfairly target Manufactured Housing Community Owners and developers and thus limiting affordable housing options in the state.
2. The bill further restricts the expansion and use of the property. Under the proposed legislation, a Manufactured Housing Community Owner would not be allowed to establish, maintain, change use, mix use, or enlarge a mobile home park, RV park, or campground without obtaining a specific license to do so, a requirement not placed upon other housing sectors.
3. Under the bill, the North Dakota Department of Health will have the authority to deny the renewal of a license on basis of proposed development of private property. This would open the door to developers and competitors to use this provision in a means to unfairly force a Manufactured Housing Community out of business or to stop development of a new affordable housing community by denying them a license based solely on a proposed development that may or may not ever take place.
4. The bill also unfairly restricts the rights of Manufactured Home Community Owners by not allowing renewal of a license if the mobile home park, recreational vehicle park, or campground is not actively conducting business at the site. This does not take into account the future planning and redevelopment of the community that may take place while the community is not active.
5. The bill also has many costly mandates exclusively to Manufactured Community Owners such as, lot drainage and playground requirements, provision for service fees that are not defined that would have to be passed on to residents and further provides for the revocation of a license and penalty for operating without a license and does not currently define the guidelines.

Closing Comments: We hope that this letter provides some details that you may not have considered during your review of this bill. We also sincerely hope that you will take into consideration the business concerns we outlined, the potential unintended costs that would have be passed on to residents and how the bill unfairly targets Manufactured Housing Community Owners.

CYNTHIA AXNE
3RD DISTRICT, IOWA

COMMITTEE ON FINANCIAL SERVICES
INVESTOR PROTECTION, ENTREPRENEURSHIP,
AND CAPITAL MARKETS
HOUSING, COMMUNITY DEVELOPMENT
AND INSURANCE

COMMITTEE ON AGRICULTURE
COMMODITY EXCHANGES, ENERGY, AND CREDIT
CONSERVATION AND FORESTRY

Congress of the United States
House of Representatives
Washington, DC 20515

Monday, June 10, 2019

WASHINGTON, DC OFFICE
330 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-5476

DES MOINES OFFICE
400 EAST COURT AVE., SUITE 346
DES MOINES, IA 50309
(515) 400-8180

COUNCIL BLUFFS OFFICE
501 5TH AVE.
COUNCIL BLUFFS, IA 51503
(712) 890-3117

CRESTON OFFICE
206 WEST TAYLOR
CRESTON, IA 50801
(515) 400-8180

J. Anthony Antonelli
Managing Partner
Havenpark Capital
51 W Center St Suite 600
Orem, UT 84057

Robison Pratt
Managing Partner
Havenpark Capital
51 W Center St Suite 600
Orem, UT 84057

Dear Mr. Antonelli and Mr. Pratt:

I'm writing today because I'm deeply concerned about the recent rent changes at Iowa manufactured housing communities (MHCs) that Havenpark Capital has purchased.

Your company began to purchase MHCs in Iowa starting last October with North American Mobile Home Park in Indianola, and continuing with four more, including Midwest Country Estates in Waukee and Golf View Mobile Home Park in North Liberty. After purchasing these MHCs, your company has raised rent prices ranging from 20% at Sunrise Mobile Homes in Iowa City, to almost 70% at Midwest Country in Waukee, with additional charges on top of these.¹

This level of rent increase, increasing prices from \$295 to \$500, is unacceptable and causing significant financial hardship on Iowa families. I am aware that your group has now agreed to increasing prices incrementally, with the rent going first to \$400, and delaying the next \$100 increase until April 1st, 2020. However, that is still a 70% rent increase in less than a year, which is far too large to expect seniors, families, and hard-working Iowans to pay. Some of those living in MHCs are not able to relocate their home, meaning that because of these rent increases, Iowans might not only be evicted but also lose the equity they have invested in their home.

I was further concerned when I saw that the Better Business Bureau has given your company an F rating, in addition to reports from other states highlighting that residents have complained that promised upgrades and capital improvements at the property were never completed. For

¹ <https://www.desmoinesregister.com/story/news/2019/05/05/mobile-home-tenants-wary-history-complaints-havenpark-capital-partners-waukee-north-liberty-iowa-ia/3640106002/>

example, one resident in Ohio placed a work order to prevent her mobile home from washing away last November. As of May 10th, this work had not been completed.²

In addition, residents at North American reported that they received an eleven page list of rules, which if not addressed would result in first additional charges for the resident and then possible eviction. Having reviewed a draft of the proposed rules at Midwest Country Estates, I am concerned that some of these rules are unreasonable and may even be a violation of the Fair Housing Act.

First, I strongly urge you to reverse these large, rapid rent increases. Second, to help me better protect Iowans in my role as a member of the House Financial Services Committee, I request the following information within 10 business days:

1. Please provide a comprehensive list of your Iowa properties. Is Havenpark in the process of purchasing any further properties in Iowa?
2. For each Iowa MHC, please provide the site rent prior to your purchase, as well as any increases that have been implemented since Havenpark purchased each community. Additionally, please provide information about any rent increases at specific properties which are expected in the next 12 months. If there are fees which more than 20% of the MHC's residents are paying, please also list those.
3. Included in the proposed rules were things like limiting swing sets and play areas in yards, requiring that toys can't be left out in the yard, and putting a 35-pound weight limit on pets. I heard from residents who might have to give up their dog if this goes into effect. What changes to these rules will you make to minimize their impact on residents' lifestyles?
4. Attached is a list of properties pulled from Havenpark's website. Please confirm the accuracy of this list, and if there are any new purchases (like the four in Iowa), please provide the name, address, and # of home sites for those MHCs. Additionally, for any properties on the list which Havenpark once owned, but no longer does, please provide the date when they were sold, as well as the length of time Havenpark owned the property.
5. Please provide a detailed explanation of capital upgrade commitments made to each Iowa MHC's residents. This should include the total amount, with a breakdown of the cost associated with each upgrade, as well as when the residents can expect them. Will you commit to delaying the final increase at Midwest Country Estates until the planned capital improvements are completed, and will you similarly commit to delaying a portion of the rent increases at the other Iowa MHCs until the capital upgrades there are completed?
6. The rent increases at Midwest Country Estates are now being delayed. Why is this implemented by increasing rents to \$500 immediately, with a \$100 rent credit being applied to each resident's bill? Wouldn't it be simpler to just increase rent only to \$400 now?

² <https://www.fox19.com/2019/05/11/local-mobile-home-owners-say-their-property-is-washing-away-land-owners-wont-do-anything-about-it/>

7. The Limited Liability Corporations which have been created to purchase the Iowa MHCs are registered by Nathan Ricks. In addition, Mr. Ricks signed the mortgage agreement for Midwest Country Estates. What is Mr. Ricks' affiliation with Havenpark Capital?
8. Mr. Ricks was also mentioned as the investor who was providing the \$100 rent credit so that the full increase to \$500/month will be delayed until Apr 1, 2020. What compensation is Mr. Ricks receiving for this?
9. What percentage of Havenpark's revenues from Iowa MHCs will come from fees as opposed to rent? How is this split relative to initial communications with investors?
10. Are the above percentages different for Havenpark's Iowa MHCs as opposed to properties in other states?
11. Heartland Living, LLC is registered at the same address as Havenpark Capital. What is the relationship between the two?
12. Are there related businesses (either directly affiliated or via a significant percentage of common ownership) which will benefit from Havenpark's MHC operations? If so, what are they, and how will they benefit?

I look forward to a timely response to these questions that will better assist the residents in these communities with understanding what rent increases, fees, and upgrades to expect.

Sincerely,



Cindy Axne
Member of Congress

Havenpark Portfolio

Iowa, total home sites: 94

- *North American 7* Leonard Ave Indianola, IA 50125; Home sites: 94

Michigan, total home sites: 1736

- *Orion Lakes 47* Bluebird Hill Dr. Orion Charter Township, MI 48359; Home sites: 423
- *Springbrook Estates* 71400 Van Dyke Rd. Romeo, MI 48065; Home sites: 400
- *Loon Lake 8* Crane Lake Drive Linden, MI 48451; Home sites: 45
- *North Bay Harbor Club* 11567 Heron Bay Dr. Fenton, MI 48430; Home sites: 94
- *East Bay* 3075 East Bay Drive Fenton, MI 48430; Home sites: 75
- *Sugar Tree* 1303 Sugar Tree CT. Caro, MI 48723; Home sites: 138
- *Fawn Lake* 831 N. Pontiac Trail #91 Walled Lake, MI 48390; Home sites: 135
- *Swartz Creek* 73 Ashley Circle Swartz Creek, MI 48473; Home sites: 176
- *South Valley Estates* 137 Bellwood Drive Swartz Creek, MI 47473; Home sites: 125
- *Lake Fenton* 11446 Harbor Cover Drive Fenton, MI 48430; Home sites: 125

Ohio, total home sites: 1275

- *Meadowbrook* 10694 Ashville Pike Lockbourne, OH 43137; Home sites: 117
- *Miami View Estates* 5825 PH-128 Clevees, OH 45002; Home sites: 135
- *Lebanon Acres LLC* 5522 Zoar Rd. Morrow, OH 45152; Home sites: 115
- *Hilltop Estates* 2755 State Route 132 #300 New Richmond, OH 45157; Home sites: 248
- *Westwood Estates* 7055 Quarry Rd. Amherst, OH 44001; Home sites: 458
- *Fairfield Acres* 94 Sammy Dr. Fairfield, OH 45014; Home sites: 202

Indiana, total home sites: 503

- *Lake Lemon MHC* 9655 East North Shore Drive Unionville, IN 47468; Home sites: 90
- *Bon Air* 2501 N Apperson Way Kokomo, IN 46901; Home sites: 94
- *Wellington Green* 1350 Clubhouse Dr. Clarksville, IN 47129; Home sites: 319

Texas, total home sites: 412

- *Pradera* 709 North Collins Frwy Howe, TX 75459; Home Sites: 240
- *Thousand Oaks* 140 Thousand Oaks MHP Mansfield, TX 76063; Home sites: 82
- *Country Village* 913 Cottonwood Circle Corsicana, TX 75110; Home sites: 90

Kentucky, total home sites: 285

- *River Oaks* 3416 Kramer Lane Louisville, KY 40126; Home sites: 105
- *Pioneer Estates* 4136 Cane Run Rd. Louisville, KY 40216; Home sites: 180

Missouri, total home sites: 219

- *North Star* 8701 NE 107th PL Kansas City, MO 64157; Home sites: 219

Nevada, total home sites: 147

- *Panorama Estates* 581 South 9th Street Elko, NV 89801; Home sites: 147

Oklahoma, total home sites: 107

- *German Corner* 11516 E. 113th PL N Owasso, OK 74055; Home sites: 107

4539

MAY 28, 2019

Warren, Loeb sack Question Private Firms' Predatory Management of Manufactured Housing Communities

Private Firms Rake In Profits at Expense of Manufactured Home Community Residents

Text of Letters (PDF)

Washington, DC - United States Senator Elizabeth Warren (D-Mass.) and Representative Dave Loebsack (D-Iowa) today sent letters to the investment firms behind some of the country's largest manufactured housing communities (MHC) to request information about their use of predatory practices to boost profits in the communities they own. Senator Warren and Representative Loebsack sent letters to Stockbridge and Havenpark Capital, following recent reports highlighting the abusive practices of private investment firms in MHCs. In addition, Senator Warren sent letters to Apollo Global Management, Blackstone, Brookfield Asset Management, Federal Capital Partners, The Carlyle Group, and TPG Capital.

In a statement released alongside their letters, the lawmakers said, "These are some of the country's wealthiest firms, preying on rural and lower-income communities to turn a profit. This kind of corporate abuse is unacceptable-and the American people deserve answers."

Manufactured homes, sometimes referred to as "mobile homes," are factory-built structures that are transported and anchored on a plot of land. Individuals who purchase manufactured homes can place those homes on plots of land they already

own, or they can place their homes on rented land. Nearly 3 million manufactured homes in the United States are located in "land-leased communities," in which MHC owners rent out the land where individuals place their manufactured homes.

Manufactured homes provide a critical avenue to affordable home ownership for millions of Americans due to their substantially lower prices than typical housing, making them attractive purchases for low-income and rural families. Investment companies are also attracted to MHCs, largely because MHCs are stable sources of revenue, including during economic downturns. This stability stems from residents' lack of economic mobility, as manufactured homes can be difficult to resell, and the low-income homeowners who reside in manufactured homes often do not have access to more affordable housing options.

The lawmakers' letter cited recent reports highlighting the predatory management practices of firms that own MHCs, such as dramatically increasing rents to quickly increase their profits. The lawmakers also noted that while investment firms claim to use rent increases to pay for maintenance and community improvements, residents often "don't see what improvements they've made."

"MHC residents' lack of economic mobility also makes them vulnerable to exploitation and investment firms often engage in predatory management practices that boost profits at the expense of manufactured home owners," **the lawmakers wrote in their letters.** "Unable to afford moving, and unable to sell their manufactured homes, some residents report that they are forced to choose between 'paying for increased housing costs and other basic necessities, like food and medicine, or abandoning their homes.'"

To better understand the management practices that the companies engage in, and the impact of those practices on the MHCs they own, the lawmakers asked the firms to answer the following questions by June 18, 2019:

1. How many manufactured home communities do you own?

2. For each property you own, please provide:
 1. The average lot rent for residents in the last full calendar year the day before you purchased the community.
 2. The average lot rent for residents today.
 3. The number of times you have raised rents in the community and the rationale for those rent increases.
 4. The number of residents who have been evicted since you took over the community.
 5. The number of manufactured homes abandoned since you took over the community.
3. What additional fees, if any, do you charge residents at each of the MHC communities you own?
4. What restrictions do you place on the behavior and activities of residents living in your communities?
5. For each MHC you own, please provide a list of profits reported to shareholders, investors, or limited partners for each year you have owned the community.

###

The Honorable Elizabeth Warren
309 Hart Senate Office Building
Washington, DC 20510

The Honorable Dave Loebsack
1211 Longworth House Office Building
Washington, DC 20515

June 18, 2019

Dear Senator Warren and Representative Loebsack,

This letter is in response to the letter we received from you dated May 28, 2019.

We respect, understand and agree with your concerns regarding the issue of affordable housing. Affordable housing is among the most pressing issues America faces today, and we are proud to be a small part of the solution to that crisis.

We strongly support the notion that solving the affordable housing crisis starts with preserving existing housing stock.¹ Few types of real estate housing are more at-risk of disappearing than manufactured home communities located in commercial districts and other prime acreage of high-demand areas.²

Manufactured home communities are prime targets for developers of big box retail, luxury apartments, office buildings and other types of development.³ Tragically, this gentrification is occurring with greater frequency from all corners of the country in cities large...

1 Why Preserving Affordable Housing is More Important than Building it. May 15, 2017. Retrieved from <http://www.icastusa.org/why-preserving-affordable-housing-is-more-important-than-building-it/>

2 Sullivan, A. America's Most Invisible Communities – Mobile Home Parks. August 10, 2017. Retrieved from https://www.ted.com/talks/esther_sullivan_america_s_most_invisible_communities_mobile_home_parks/transcript?language=en

3 Turner, S.L. Mobile Home Park Redevelopment & The Loss of Unsubsidized Housing. May 2010. Retrieved from <https://repositories.lib.utexas.edu/handle/2152/22331>

and small⁴ ⁵. The results are disastrous – the unconscionable act of mass evicting all community residents – and are occurring at an alarming rate around the country⁶ ⁷.

Preserving existing manufactured home communities is tantamount, but it is not enough. Those properties also need preliminary and ongoing capital upgrades, good maintenance, and helpful onsite property managers to ensure the property is a safe and clean community for all residents for the long term.

Havenpark is a regional operator of manufactured home communities. We are committed to preserving affordable housing by purchasing manufactured home communities and investing heavily in them – upfront, and on an ongoing basis – to ensure they are a secure, safe, clean and desirable place for our residents to live long-term.

Given the rapidly rising land values and rental rates across the country, Havenpark agrees there is a place for local, state and federal governments to pass legislation that would truly help the residents of manufactured homes. For example, the proposed legislation creating refundable tax credits for renters paying more than 30 percent of their income for housing are worthy of exploration. As are laws that would give mobile home park residents greater notice of rent increases before they can go into effect. Another proposal would benefit residents by providing federal tax incentives to owners of manufactured home communities if they sell the community directly to the residents. The current laws, rules and regulations likely need to be updated to protect both residents and landowners alike. Havenpark will continue to adhere to all current and future municipal, state, and federal rules regarding the operation of manufactured home communities.

We respect that as elected leaders you have the power to create real solutions. By looking at the affordable housing issue, real improvements are possible. To do that also requires a candid examination of the fiscal realities and costs. For example, one must acknowledge that had Havenpark not recently purchased manufactured home communities in North Liberty, IA and Waukee, IA – two of the fastest-growing areas in the region and country^{8 9} – they almost assuredly would have been sold to a developer that would have closed those communities –

4 Mobile Home Parks at Risk of Redevelopment. September 25, 2018. Retrieved from <https://www.statesman.com/NEWS/20180207/Mobile-home-parks-at-risk-of-redevelopment>

5 Nearly 300 mobile homes lost since 2011. June 15, 2019. Retrieved from https://missoulian.com/news/local/affordable-housing-crisis-nearly-mobile-homes-lost-in-missoulacounty/article_a93950eb-7d0f-5c0c-89ec-7046511b3930.html

6 As land values rise in Phoenix area, mobile-home parks disappear. July 26, 2018. Retrieved from <https://www.azcentral.com/story/money/real-estate/catherine-reagor/2018/07/25/mobile-home-parksdisappear-fewer-affordable-housing-options-metro-phoenix/789332002/>

7 Half of Hennepin County's Mobile Home Parks Have Closed. July 17, 2017. Retrieved from <http://www.startribune.com/as-mobile-home-parks-close-attention-turns-to-how-to-protect-them/434708163/>

8 Waukee, IA one of the 10 fastest-growing suburbs in the U.S. July 18, 2018. Retrieved from <https://businessrecord.com/Content/Default/All-Latest-News/Article/Waukee-one-of-the-10-fastest-growingsuburbs-in-the-U-S-/3/248/83265>

9 North Liberty among fastest growing cities in Iowa. Retrieved from <https://www.thegazette.com/subject/news/government/north-liberty-among-fastest-growing-cities-in-iowa20170525>

mass-evicting hundreds of residents – in order to repurpose that prime real estate into something more valuable. In this case, developers are who we outbid in order to make these two purchases in Iowa, securing long-term affordable housing for hundreds of Iowan families in the process. Havenpark is now in the process of making a substantial capital investment to ensure the communities are brought up to our operating standards and have sufficient upgrades and amenities to meet our residents' needs. Market forces dictated the purchase price of those two properties, which went far beyond what the current income on rent provided. Taken together with the heavy capital commitment we're making to ensure a good quality of life for our residents, we had to normalize the rents to the level of comparable manufactured home communities in the immediate area, otherwise we would effectively be "under water" and unable to preserve their current use. Even after normalizing rents, these two communities provide among the most affordable units in their respective markets with site rent leasing for approximately 30% of the cost of the average apartment in the area and are in-line with other manufactured home communities of comparable quality in those markets.

We do understand that any housing price increase is a burden, especially when residents haven't seen rent increases that align with cost of living adjustments for several years. This was the case in the two Iowa communities referenced here. This is why after meeting with community residents from those two properties we decided to stagger the rent increases over a period of two years. This amounted to an increase in monthly rent of \$75 (North Liberty) and \$100 (Waukee) during the first full year of operations. This rent normalization was the cost of securing and preserving these communities.

Market forces continue driving housing prices and rental rates up. For example, it was recently noted that the average one-bedroom apartment rent in the Des Moines market experienced a 17% increase since last year¹⁰. Clearly, wages are not growing anywhere near that rate. Therefore, we believe there are some proposed policies and solutions that should be explored that would potentially mitigate the effects of such rent increases that many middle and lower income Americans are dealing with.

We also hope you acknowledge our financial investment which improves the properties and raises the quality of life for our residents. These include repaving streets, adding improved lighting, building dog parks, adding community playgrounds, renovating community centers, landscaping, and others. The biggest investment many Americans have is their home. These capital investments improve the value of our residents' homes^{11 12}, instill community pride, promote camaraderie among neighbors, and contribute to the overall well-being of our community residents.

10 2019 Annual Rent Guide. Retrieved from https://www.apartmentguide.com/blog/apartment-guide-annual-rentreport/#Rent_Increases

11 Will a Manufactured Home Appreciate in Value? FAQ Retrieved from <https://www.manufacturedhousing.org/faq/>

12 New evidence shows manufactured homes appreciate as well as site-built homes. September 13, 2018. Retrieved from <https://www.urban.org/urban-wire/new-evidence-shows-manufactured-homes-appreciate-wellsite-built-homes>

Our overall mission is to secure and preserve affordable housing across the country. We look forward to continuing to invest in our communities to make them attractive, safe, clean places for individuals and families alike.

We note that your letter requested Havenpark answer a long list of specific questions about our company. We have been advised by counsel not to respond point-by-point.

We hope to be of assistance in the discussion and formation of policies and regulations that would preserve existing affordable housing and create more options for affordable housing going forward.

Respectfully,



J. Anthony Antonelli
Managing Partner, Havenpark Management



Robison Pratt
Managing Partner, Havenpark Management

##



Travis Laube <outlawsautogarage@gmail.com>

HAVENPARK ISSUES

1 message

Travis Laube <outlawsautogarage@gmail.com>

Tue, Mar 9, 2021 at 2:14 PM

To: Bismanmho@gmail.com

TO WHOM IT CONCERNS;

My name is Travis Laube and my previous address was 1025 Brookwood lane in West Fargo, ND. Which is a home located in a Havenpark community. I was purchasing a home from this community since November 2014. Now that home sits empty because of false claims against me. This company feels the need to bully and intimidate residents. There are alot of residents that would like to speak out but feel intimidated and scared of retaliation. Since this company has entered North Dakota there has been an array of issues that I have been aware of and actively involved with. These issues range from water meters to damaging people's property from tree removal to non-emergency fixes deemed as emergency. I have stood up for the residents in Fargo/West Fargo against this predatory company and they have taken actions against me to make false claims that I was making DEATH THREATS towards staff. They did not have the proof to back these accusations up and still the judge sided with this company which is a serious injustice to me and any others that get in their way. I have lost over 35000 dollars due to them conducting business in this manner. I have lost my home and every dollar I have spent into improving the home over the past several years. Change needs to happen and it starts with putting laws into place that both governs owners and residents and protects both parties. This one sided nature of placing laws into effect that only benefit corporate interests needs to come to an end. It is harming these communities and the residents. Rent gouging, extortion, theft, intimidation, is all illegal activities and if I were to commit any of these crimes I'd be in jail. But it seems to me that because it's a company that says they are bettering these properties it's ok for them to use these means to get rich. So you as law makers need to step your game up and really take a look at what is really happening within these properties. I encourage you to drive around and knock on doors and talk to residents. You will see how scared they are when they do not want to talk to you about this for fear someone is watching and will have retaliation from the company for speaking out. I myself am proof they will go to any length to remove resistance from their agenda. I am not going to beg and plead for you to help, I am demanding it as it is your civic duty as people who hold positions to protect those you represent.

Sincerely,
Travis A Laube

--

Outlaws Auto Garage
612 2nd Ave. NW Ste. G
West Fargo, ND 58078
701-318-0259
outlawsautogarage@gmail.com

To Whom It May Concern:

My name is Mellisa Grosz, I previously lived at 1025 Brookwood Lane in West Fargo, ND. Which is a home that is located in a Havenpark Community. I had lived in Brookwood Mobile Home Park since November 2014, where I was purchasing my mobile home. I was evicted in December 2020 due to empty threats against my fiance, which they had no proof for. From the time Havenpark took over the Brookwood we were trying to help the residents of the three parks that Havenpark bought. Havenpark management saw us as a threat, so they came up with false allegations to have us removed. As advised, we moved out of the park before the eviction hearing. We were handed an eviction, even though we moved out. We have lost all our equity that we put into the house, and we explained to their finance company that we were no longer able to live in the park. This was very detrimental to us, since it made it very hard to find a place to live. It took us over three months to find a new home. Our animals are no longer able to enjoy the big fenced yard that they once had and I will no longer be able to grow a garden, since we are located in an apartment building.

There are many people that don't understand how a company can get away with taking people's possessions and enforcing such threatening rules, that don't allow people to live in a peaceful environment. By not giving us any equity from our house that is like stealing, but yet this company is not held accountable for their actions. Lawmakers need to start seeing this company for what it really is, a predatory company that is only after their bottom dollar. Lawmakers also need to start helping their constituents in fighting against this company, by passing the bills that are set before them to help protect the rights of the residents in these mobile home parks. We are talking about people's homes. I would like you to think about what it would be like to have to move out with a three day notice of a home that you have lived in for years, and lose things that you aren't able to take with you. Thank you for taking the time to read my statement.

Sincerely,
Mellisa Grosz

Laura Baier

8666

mine

I am a homeowner in a manufactured home community. I have lived in our community for 45 years.

I am on a fixed income. I am concerned about the rent increases and administrative fees that continually increase. And I will lose my home. My husband and I were never concerned with living in a manufactured home community. In fact, seven years ago we contemplated buying a home and decided that we liked where we are living. Now with my husband gone, I have no recourse but to live here. I have nowhere to go.

I have been active in helping people in our communities to not lose their homes. My concern is the administrative fees. (1) There are no guidelines and so far these predatory corporations have proven that it's all about the money and not the people and fairness. We pay enough site fees as homeowners who take care of our yards at our cost, we take care of the snow, we fix our own homes; anything that is left should be covered in our site fee. Who decides what's reasonable? They tried to charge us with a \$40/month administrative fee because they vandalized our homes; putting in illegal water meters with unlicensed installers; leaving holes in our skirting. According to the city law, they cannot sell a utility and profit off of it. The meters had to be removed and now there are holes in our skirting. The \$40 administrative fee was not reasonable because it was their wrongdoing. (2) Another example in Fargo they received a notice that homeowners will have to pay a \$15 pet fee per month. It's our home and we already take care of our yards and have paid a deposit on the dirt; so why would we be required to pay a fee on pets in our own homes?

Another concern is people have received letters (3) stating that only online payments will be accepted. We have many people in our communities without internet or access to the internet. There are many who don't have a checking or bank account. So once again, the people who are disenfranchised have nowhere to go.

Havenpark did a fair market study of average rents for manufactured home communities. They claim the average is \$600/month for a manufactured home lot rent. They used averages for apartments not manufactured home communities. We are homeowners first, then we pay rent on dirt. The study that was done manufactured home communities show a very different amount. (4)

The average not owned by Havenpark is \$365.06

The average owned by Havenpark is \$461.86

The average for all parks is \$395.86

I have included the state study and the study done by Havenpark.

When we have these charges along with a house payment, this makes affordable housing not so affordable.

Since we pay a site fee, they should have to give us a 24 hour notice before entering our yards. We are paying for the upkeep and should be afforded the courtesy of a 24 hour notice. We have the right to quiet enjoyment of our homes and yards without being imposed upon.

People are afraid of losing their homes and of retaliation if they speak out. Many people told us that they would not write testimony because of this fear.

These are the concerns of people in our communities across the state that we have talked to.

Why are the NDMHA owners who have been here for years able to back this bill without going broke or adding extra fees to their residents; but the big corporations claim they will have to pass fees onto their residents, who are already paying more than the locally owned communities.



BROOKWOOD ESTATES

January 2021

Dear Residents,

Thank you for choosing to be a part of our wonderful Community. It is our desire that your residency with us will be comfortable and rewarding. Our goal is to provide you with great resident services and outstanding amenities.

As you may ask about rent increases and why they happen throughout the year here is the information: (1) Increase in operating expenses that must be offset and (2) Improvements made in the community. Each property has associated costs that naturally go up each year. The only way we can cover our costs and continue operating is by making an annual adjustment to the rent.

These projects ensure that our residents' home values will remain as high as possible, and if / when a resident ever chooses to move out, they have a much more favorable experience of selling their home for the best price to the best pool of buyers who also want to live in a nice location / well-maintained community. These annual rent increases are an investment in our residents' future.

Our Rules and regulations are in place for your convenience and full enjoyment of our facilities. They are further established to preserve and enhance the safety, enjoyment, value, and livability of the Community. If you need a copy of Rules and Regulations, please request a copy via email or stop in the office. Due to a few Rules and Regulations that are not being followed here is a list of the main issues we are having at our Court:

1. **External Storage of Items-** Resident's personal items such as lawn movers, bikes, toys, gas cans ect. Are to be stored in a storage shed at all times.
2. **Burning-** Residents are not to be burning trash or any other items within the community. If you see this happening contact our local police station/fire department immediately. (701) 433-5500. Manufactured homes can burn down in less than 4 minutes to the ground.
3. **Vehicles on Concrete slabs/ Streets-** Resident is permitted to have up to three (3) vehicles per lot as long as there is adequate space. Vehicles are to park on concrete slabs at all times and or front yard if needed during winter dates: November 1st to April 30th. Street parking at any time will no longer be permitted. **Any Vehicles parked on the street as of January 12, 2021 will be TOWED AT OWNERS EXPENSE. NO EXCEPTIONS!!** Any vehicle parked on street will receive a tow sticker allowing a 2 hour time frame to move vehicle off the street.

4. **Repairing Vehicles-** Minor maintenance is permitted. Vehicles will not be allowed to remain on blocks or jacks overnight or left unattended at any time.
5. **Expired tags-** Inoperable vehicles, unregistered vehicles past 30 days **will be towed from the premises at owners expense without notice.** Any vehicle with temporary tags should be **up to date and visible** at all times. Please contact our office if you are waiting for updated tags. Vehicles parked in empty lots or vacant homes will be subject to tow at owners' expense without warning. Any vehicle purposely blocking an inoperable/ expired tagged vehicle will also be towed due to blocking Tow Company.
6. **Trailers-** Trailers, pop up campers, snowmobiles ect are not allowed on premises. We have a storage behind our office for \$50 a month per item.
7. **Garbage Cans-** All Garbage cans must be away from the street except for Tuesday nights. Garbage Cans are to be moved from street no later than Wednesday Night. Any garbage cans found close to the street/ Garbage bins on the street will be picked up and will require a \$25 fee upon return.
8. **Pets-** Pets must be registered with the community office and should be paying a \$35 monthly pet fee per pet for renters or \$15 per month per pet for homeowners. When walking pet/s they must be on a leash at all times nor permitted to invade the privacy of other residents lots. As pets are allowed on our community we have a max of 3 pets. Pet dropping must be picked up immediately to maintain the desired cleanliness of the community. "Dangerous breeds" are not permitted in the community and are defined by our insurance provider: (information can be obtained at the office) Pets on tie outs attached to home, awnings, stairs, ect are not allowed.
9. **Filing Complaints-** Complaints such as loud music, theft or any other emergency should be made to our local police department. Our office receives all police reports made in our community. **Verbal or physical abuse of Management and Staff will be immediate grounds for evictions.**
10. **Snow removal-** When shoveling/ Snow blowing be mindful of your neighbor's property. Our crew is out Day/Night to keep our streets clean during periods of heavy snow fall. **Do not shovel/ plow snow onto our street as it may end up back on your property while our crew is out Snow plowing. Throwing snow onto the streets may result in a written lease violation.**

Should you have any questions and or concerns please feel free to contact our office via phone or email. Due to short office staff please leave a voicemail as it will be faster to address your questions and or concerns.

We now have a new system where we can text from our office number. When texting please provide your Full name, lot number/Address.

Email: Kguzman@havenparkmgmt.com

Office Number |701.282.2961

Thank you,

Brookwood Management

X = Havenpark = Average = 461.86
 Not owned by Havenpark Average = 365.06
 All parks Average = 395.86

Not including
 water, sewer, garbage

Bismarck	Rent	Star rating
Centennial	\$375 +Water	**** 80's and new
Century	\$418	***** 80's and new-Majority of lots have room for dbl garage
Skyway	\$389	*** 70's and new
Airport	\$350 +Water	***1/2 70's and new
North Valley	\$405 +Water	***** 90's and new-All lots have room for dbl garage
Tatley	\$475	****
Colonial	\$475 492/10-25	****
Haycreek	\$391-\$475	***
Holiday	\$400-\$420	*1/2
Stardust	\$391-\$475	**1/2
Stonecrest	\$374 +Water	No Rating
Mandan		
Twin City	\$325 +Water	***1/2
Meadow Park	\$375 +Water	****
Woodlands	\$360 +Water	****
Lincoln		
Apple Creek	\$340 +Water	****
Minot		
Prairie Bliss	\$462 W/Garage \$430WO/Garage	N/A
Jamestown		
Holiday Park Village	\$394	N/A
Western Park Village	\$394	N/A
Sunnyside	\$240+\$16.45-Garbage +Water	N/A
Northland	\$275+\$17.52-Garbage +Water	N/A
Fargo		
Rivera Heights	\$493 W/Garbage +Water	N/A
Brookwood	\$420 +\$17.50Garbage +\$9.00Water	N/A

X

X

X

X

X

X

X

FY2020 North Dakota Fair Market Rates Local Area Summary ⁸

Area	Efficiency	Number of Bedrooms			
		1	2	3	4
Adams	\$609	\$627	\$714	\$1033	\$1254
Barnes	\$542	\$545	\$718	\$999	\$1017
Benson	\$609	\$627	\$714	\$890	\$1170
Billings	\$560	\$563	\$742	\$1070	\$1127
Bottineau	\$539	\$542	\$714	\$890	\$1120
Bowman	\$539	\$542	\$714	\$1007	\$1011
Burke	\$648	\$651	\$862	\$1080	\$1292
Bismarck Metro	\$694	\$698	\$892	\$1242	\$1475
Fargo Metro	\$555	\$678	\$834	\$1203	\$1494
Cavalier	\$609	\$627	\$714	\$1030	\$1085
Dickey	\$552	\$555	\$714	\$890	\$1174
Divide	\$539	\$542	\$714	\$1030	\$1085
Dunn	\$846	\$852	\$1127	\$1434	\$1980
Eddy	\$609	\$627	\$714	\$1030	\$1085
Emmons	\$579	\$583	\$714	\$1030	\$1085
Foster	\$609	\$627	\$714	\$1030	\$1085
Golden Valley	\$648	\$653	\$864	\$1089	\$1295
Grand Forks Metro	\$570	\$650	\$832	\$1200	\$1461
Grant	\$593	\$596	\$714	\$1030	\$1085
Griggs	\$539	\$542	\$714	\$1030	\$1085
Hettinger	\$560	\$563	\$742	\$1070	\$1127
Kidder	\$609	\$627	\$714	\$1030	\$1085
LaMoure	\$539	\$543	\$714	\$890	\$1171
Logan	\$609	\$627	\$714	\$955	\$1019
McHenry	\$609	\$627	\$714	\$994	\$1085
McIntosh	\$609	\$627	\$714	\$932	\$982

Area	Efficiency	Number of Bedrooms			
		1	2	3	4
McKenzie	\$778	\$784	\$1032	\$1286	\$1568
McLean	\$572	\$576	\$714	\$962	\$1104
Mercer	\$602	\$605	\$764	\$1102	\$1259
Morton	\$694	\$698	\$892	\$1242	\$1475
Mountrail	\$621	\$678	\$829	\$1037	\$1406
Nelson	\$609	\$627	\$714	\$1030	\$1085
Oliver Metro	\$689	\$693	\$887	\$1203	\$1442
Pembina	\$609	\$627	\$714	\$1012	\$1224
Pierce	\$539	\$542	\$714	\$890	\$1085
Ramsey	\$609	\$627	\$714	\$1030	\$1254
Ransom	\$539	\$542	\$714	\$948	\$1085
Renville	\$539	\$542	\$714	\$983	\$1254
Richland	\$539	\$542	\$714	\$1030	\$1098
Rolette	\$609	\$627	\$714	\$1030	\$1085
Sargent	\$601	\$605	\$714	\$1030	\$1150
Sheridan	\$560	\$563	\$742	\$1070	\$1127
Sioux Metro	\$539	\$542	\$714	\$890	\$1108
Slope	\$560	\$563	\$742	\$1070	\$1127
Stark	\$694	\$699	\$920	\$1242	\$1246
Steele	\$539	\$542	\$714	\$1030	\$1085
Stutsman	\$539	\$542	\$714	\$985	\$1058
Towner	\$578	\$582	\$714	\$1030	\$1085
Traill	\$499	\$589	\$714	\$1030	\$1254
Walsh	\$591	\$594	\$714	\$932	\$1035
Ward	\$629	\$747	\$972	\$1404	\$1706
Wells	\$609	\$627	\$714	\$1000	\$1143
Williams	\$592	\$695	\$909	\$1227	\$1231

⁸ www.huduser.gov/portal/datasets/fmr/fmrs/FY2020_code/2020state_summary.odn

**Testimony in Support of
ENGROSSED SENATE BILL NO. 2159
House Industry Business & Labor Committee
March 10, 2021**

Chairman Lefor, members of the House Industry Business & Labor Committee, for the record my name is Vince Sanders.

I am and have been involved with mobile home and manufactured home park communities in North Dakota both as a park manager and as a tenant. I am also a member of the North Dakota Manufactured Housing Association and have been active as a member for several years.

I am submitting this testimony on my own behalf and in support of SB 2159. I am in favor of SB 2159 because this bill provides a fair, reasonable, and balanced approach to protect the residents in the mobile home and manufactured home park communities in North Dakota, both with the existing park communities and any new ownership situations. The same rules for tenant rights are being applied and required for new and existing park communities in North Dakota.

I have been a resident of Stardust Terrace since 1988. I also managed the park community for two different owners. Both of my past experiences have provided me with a strong working knowledge, experience and understanding of how mobile home and manufactured home park communities operate and the relationships that exist with the tenants.

Since certain mobile home park communities were purchased by an out-of-state entity the past couple years, I have heard of certain concerns from tenants that are being addressed by SB 2159. I have also heard from other properties that were purchased in the Bismarck area before Stardust was sold, that similar concerns existed and are being addressed by SB 2159.

The provisions of SB 2159 are addressing several issues that needed to be addressed. I think SB 2159 will help establish specific provisions and standards for

new ownership situations and also for existing park communities to follow going forward, if any of the existing park communities are not currently doing so.

2159 is not costly nor is it devastating to park community owners. In the paragraphs below I will explain my reasoning.

1. The reason 2159 states that owners need to have a local office that is staffed from 8:00 am to 5:00 pm Monday through Friday is because some local communities are not answering phone calls for tenant complaints nor for tenant emergencies. This does not target smaller communities. The term used as “office” can mean a resident inside of the park who has keys or a phone that they answer for complaints or emergencies. Every park needs a physical location and if more than one park exist in a city location then the various communities can establish a single common office location that tenants can go to in order to talk to someone employed by the park ownership as many people may not have a phone.
2. 2159 requires a disclosure of information in the transformation period of a sale because the tenants reside and own property that is located within the community that is being purchased. The tenants of the community deserve to know, who they are renting from, how to contact them, what the communities name is going to be, and how to get an updated lease agreement. Confidentiality is fine until the sale closes but the tenants need to know who owns the property.
3. 2159 requires communities to give a six month notice to increase rents if rent was just raised within the past 60 days. This was established to give the tenants of the community a chance to either sell their home or move it due to not being able to afford the rental increase. Landlords do have the right to establish rents for their properties, but due to North Dakota winters they have to allow adequate time for tenants to move their property if rent is no longer affordable.
4. 2159 states that park owners are to provide a six month notice to residents to modify park rules. Again, this was put in to give the tenants of the park community adequate time to move their property if they cannot or do not want to comply with the new set of rules. People may not be able to move or make changes to their home in the middle of winter. These are simple tenant rights that are fair, reasonable, and necessary.

5. 2159 requires park owners to not charge unreasonable administration fees to provide utility services. This was put in because you cannot sell or sub-lease utility services. If the park community does not have individual meters, then the owners need to come up with a fair and reasonable lot rent price that is the same for the entire community.
6. 2159 allows for a \$1,000 fine to the park owner if a resident should win a claim in court for a violation. The tenants of the park community should have the right to voice their concerns and enforce the rights established. This will prevent community owners from being able to do what they want whenever they want without consequences. The civil penalty of \$1,000 fine or actual damages as may be proven is an excellent way to prevent any reoccurring and future issues between the tenants and park community owners.

SB 2159 provides a reasonable balance with a set of rules and standards for park communities to abide by when they purchase and operate a new or existing mobile home or manufactured home community park in North Dakota. The park community tenants are unique in that they have a significant investment in their home and occupy their home located in a park community that is owned and managed by someone else who controls their activity and does not always consider the interests of and impact on the individual park community tenants in doing so.

This bill, SB 2159, provides a fair approach to follow to protect the interests of North Dakota residents and the existing park communities that any new park owners in the future will have to follow and comply with as well.

Accordingly, I would urge this House IBL committee to support the passage of SB 2159 and ask that you give SB 2159 a favorable **DO PASS** recommendation. I would be happy to try to answer any questions. Thanks, Vince Sanders

Testimony in Support of
ENGROSSED SENATE BILL NO. 2159
House Industry Business & Labor Committee
March 10, 2021

Chairman Lefor, members of the House Industry Business & Labor Committee, for the record my name is Tom Erie. I am the general manager of Liechty Homes Inc. which is a member of the North Dakota Manufactured Housing Association and has been a member for several years. I am submitting this testimony on my own behalf and in support of Engrossed SB 2159.

Liechty Homes Inc. is a business involved with seven (7) manufactured home communities in North Dakota. I am in favor of SB 2159 because this bill protects the residents in the manufactured home communities particularly from out of state company investments with the buying manufactured home communities and not following the various existing community industry standards that are being and should be provided to the tenants. SB 2159 establishes fair and reasonable requirements that provide protections to the manufactured home community residents that apply to both new ownership situations and existing park communities in North Dakota.

The company that I work for, namely Liechty Homes Inc., has a long standing history of providing affordable housing to the various park communities we serve throughout North Dakota. Over the past couple years I have taken many concerning calls from residents who live in some of the park communities that have recently been bought out. The lives of these residents have been turned upside down with uncertainty and other concerns regarding their continued occupancy in the park community.

This bill, SB 2159, will protect the most vulnerable people, our residents, by establishing certain minimum protections and reasonable expectations for the tenants of the mobile home and manufactured home park communities in North Dakota. SB 2159 will provide reasonable rights and expectations for all the tenants in the manufactured home park communities in North Dakota.

Accordingly, I would urge you to support the passage of SB 2159 and urge that you give SB 2159 a favorable **DO PASS** recommendation. I would be happy to try to answer any questions. Thanks, Tom Erie.

March 10, 2021

TESTIMONY IN OPPOSITION TO SB 2159

Good afternoon Chairman Lefor and Members of the House Industry, Business & Labor Committee:

My name is Amanda Parent, Lobbyist for Havenpark Communities. There will be representatives from Havenpark and other manufactured home park owners and residents who will come after me and explain why SB 2159 as written, should be defeated.

This bill is far from a 'tenants' rights' bill. In fact, if passed as written, the effects of the mandates in the bill on manufactured homeowners across North Dakota will do just the opposite. It is the tenants who will bear the financial burden for this bill. Property owners, whether they own a manufactured home park, a four-unit apartment building, ~~or a multi-million dollar~~, multi-family development pass on costs of doing business, especially government mandates to their renters. SB 2159 is a heavy handed, targeted, unnecessary list of mandates, brought forward to squeeze out significant investments in North Dakota affordable housing markets.

Affordable housing options are vital for citizens and communities. Restricting these options, particularly after the year we experienced in 2020, is unwise. Investments into manufactured home parks, whether they originate in-state or from outside our borders, can help affordable housing options as those new owners invest into the development of those communities.

Havenpark properties have ~~about~~ ^{many} 1,800 households in North Dakota, and all of which are financed through Fannie Mae and include Tenant Lease Protections, as required by law. They have invested about \$4.3 million in 2020 alone in their 8 North Dakota properties, and their average rent increase is ~~\$27~~ ^{\$19} across those properties.

Emotions can run high when change occurs, especially if those affected by those changes don't feel properly informed. However, Havenpark did not break any laws. It is unfortunate that the communication with residents of one particular property in Bismarck is the cause of this bill. Communications practices can always be improved. It is important to be available, transparent, and responsive to tenant and local officials concerns.

Havenpark understands they could have done a better job when they assumed ownership of this particular property, and have actually learned from this situation from two years ago and modified some practices across their properties. *This is not a tenants rights bill it is a trial and Havenpark is the defendant*
The North Dakota Manufactured Housing Association claims they drafted this bill as a compromise to previous session attempts at a tenant-friendly bill. They did not however include three of the largest manufactured *community* homeowners in the state when working on these issues, *including one of the largest fleets in the world* and certainly did not calculate the financial impact the bill's provisions could have on the tenants themselves, or the hundreds of other smaller mobile home park owners in North Dakota.

We respectfully ask you render a DO NOT PASS recommendation on SB 2159.

There are others who will testify after me who will share their experiences and thoughts.

March 10, 2021

Dear Chairman Lefor and Members of the Industry, Business & Labor Committee:

Please accept this as my testimony in strong opposition to Senate Bill 2159.

My name is Jodie McDougal. I am a partner at the Davis Brown Law Firm in Des Moines, Iowa. I am Chair of the firm's Landlord Practice Department, and my team and I represent 100+ landlords, including dozens of manufactured housing community owner-operators, ranging from numerous smaller manufactured housing communities with just 10-50 home sites to larger ones. I am also legal counsel for the Iowa Manufactured Housing Association. I have spoken at the Iowa State Capital over a dozen times as a landlord/real estate subject matter expert. Several of my manufactured housing community owner-operators operate on a national basis. I have multiple clients with communities in North Dakota and am generally familiar with North Dakota law as it pertains to manufactured housing companies. As part of my work, I review pending legislation in several states.

I have thoroughly reviewed Senate Bill 2159 and have significant concerns in numerous regards, including the unequal treatment of certain manufactured housing communities under the bill, the costly ramifications particularly to smaller manufactured housing community owner-operators, and the negative results that this bill will have on this source of affordable housing. My concerns are detailed below.

Furthermore, I was shocked and disappointed to learn how this bill came about, its true intent, the position of the supposed statewide industry association, and also the lack of awareness of the unintended consequences should the bill pass as written. In particular, while the bill may be labeled as a "tenants' rights" bill, what it does is mandate unnecessary costs onto certain manufactured housing community owners, who as a matter of business, will pass those costs onto residents of their communities. Finally, I can say that I have never seen a situation like this in my entire career where a supposed statewide industry association (1) excludes members and (2) proposes and supports legislation that pits one portion of its industry/association against the other, under the guise of "tenants' rights."

Below are my specific concerns and comments regarding various sections of Senate 2159. Thank you for your consideration of my comments. Please note that I have abbreviated the phrase manufactured housing communities/mobile home parks with "MHCs."

Section 1(a) regarding the licensing requirements:

- Section 23-10-03 of the North Dakota Century Code already requires all people who "establish, maintain, or enlarge" a Manufactured Home Community to obtain the annual license (see N.D. Cent. Code § 23-10-03 ("A person may not establish, maintain, or enlarge a mobile home park, trailer park, or campground in this state without first obtaining a license from the department.")), so what is the purpose of this section?
- If there is any ambiguity in the existing section, then we can simply add the word "own" or "purchase" to the existing section 23-10-03.
- **Thus, this section is not needed.**

Section 1(b) mandating that all newly purchased communities must have a local office and meet other requirements.

- Even though many MHCs will likely be able to comply with most or all of this section from a practical sense, smaller MHCs will not be able to do so without significant costs. In addition, I have various other questions and concerns.
- First, Chapter 23-10 of the North Dakota Code does not impose these local office/local property manager

requirements upon *existing* MHCs. **Thus, this new section would treat newly purchased MHCs in a different manner than existing MHCs**, and there is no rational justification for this unequal treatment under the law.

- Likewise, are landlords of apartment complexes required to meet these requirements? If not, what is the reason for MHCs being treated differently under the law than apartment landlords?
- Importantly, some mom-and-pop landlords who own very small MHCs (e.g., 10-50 lots) do not have an official “local office.” They work out of their homes. **Thus, compliance with these new requirements would be the most burdensome for the smaller MHC owners.**
- **Finally, the definition of a “official local office,” is vague.** For example, many times, there is one office location for multiple MHCs owned by same company in the city or geographic area, and this requirement would not permit this arrangement. In addition, some MHCs (smaller ones) have property managers who are residents of the community and thus, there is no official local office in that scenario as well. That is yet another scenario where the community owner would have to spend tens of thousands of dollars to construct a local office to comply with the law.

Section (b)(3) regarding local offices “employ[ing] people.”

- A local office cannot “employ” people. Businesses employ people, not offices.
- Also, some community managers are independent contractors, not employees, so that is an additional problem with the current language of the law.
- Further, some companies with multiple MHCs in a city have one community manager covering all MHCs, so this new requirement would be unduly burdensome for those MHC owners.

To be clear, every tenant/resident of a MHC, apartment complex, or other leased premises should definitely know who the owner and property manager are of their leased premises and should be provided with their contact information; presumably, North Dakota law already requires that a new landlord disclose this basic information to their tenants. If it does not, then that type of requirement should be added to the North Dakota code for **all landlords**, but Section 1(b) does much more than simply require residents to be notified of this information and then only imposes that requirement on one portion of the MHC industry..

Section 1(c) regarding written notice prior to the transfer of ownership

- Of course, residents should be provided written notification of any new owner or property manager within a MHC or other leased premises, **but the timing of this requirement in the bill is extremely atypical, goes against common business practice, would result in a breach of the typical confidentiality provisions within a purchase agreement, and would have the net effect of driving down the marketability of North Dakota manufactured housing communities.**
- Importantly, many times there is due diligence going on within the last 30 days of closing, and sometimes deals do fall through in the last 30 days of the *estimated* closing date, which is one reason why this provision is not reasonable. A more appropriate clause would be: “promptly after change of ownership of the mobile home park” or “within thirty days of change of ownership of the mobile home park.”
- Finally, to reiterate, a standard purchase agreement has a confidentiality clause throughout the due diligence period, meaning that this law would be forcing the prospective buyer to breach those duties.

Section 1(d) mandating that the new owner must provide a tenant with a copy of the rules and regulations of the mobile home park, pursuant to section 23-10-10, on the first day after acquiring ownership.

- There are substantive problems with this section, as noted below, but setting aside the substantive problems, requiring an action be taken the first day after acquisition is not reasonable.
- This section **completely ignores** the basics of what happens when a MHC is purchased. The new owner steps into the shoes of the former owner and has all the same rights and obligations of the former owner under the existing lease agreements. Among other things, the new owner cannot just implement new rules and regulations or implement a new lease on day one, day ten, or otherwise. Instead, the existing lease and existing rules and regulations continue to apply unless and until the new owner *lawfully* amends the lease and/or rules and regulations according to North Dakota law and provides whatever prior notice is required to amend these documents under North Dakota law. **Thus, this provision is not necessary.**

Section 1(e) regarding responding to to tenant inquiries or complaints regarding the park, pursuant to section within forty-eight hours of receiving the inquiry or complaint.

- If a change is needed to section 23-10-10.1 (entitled “Requirement of response procedures in mobile home parks), then the change should be made to that section, instead of adding a new provision requiring a response within 48 hours, *which only applies to newly purchased MHCs*. **There is no valid justification for the unequal treatment of newly purchased MHCs versus existing MHCs.**
- The referenced section currently read as follows: “The owner of a mobile home park that contains at least ten mobile homes shall establish a procedure for responding to emergencies and complaints by tenants with respect to the mobile home park. The procedure must include the ability to reach a person who has the authority to perform, or direct the performance of, duties imposed on the owner under this chapter. The procedure must be in writing and a copy must be provided to the tenants.” Again, if a change is desired in this section, it should be made within that section.
- Also, section 47-16-13.1 of the North Dakota Code already addresses landlord obligations (in subpart (1)) and expressly provides (in subpart (2)) that a landlord has a “reasonable amount of time” to remedy any noncompliance.
- Finally, turning to the substance of this section, the 48-hour response deadline is completely **unreasonable, particularly as it does not take into account weekends and holidays.**

Section 2 (A person that purchases an existing mobile home park may not require a tenant who owns a mobile home located on the property to sell or transfer ownership of the home to the owner of the mobile home park)

- Here, the underlying intent of this section of the bill is good. However, this is another section that highlights that the bill does not seem to take into account the basics of what happens when a MHC is purchased. The new owner steps into the shoes of the former owner and has all the same rights and obligations of the former owner under the existing lease agreements. Among other things, the new owner cannot just force an existing resident to sell or transfer their home to the owner, as they have no contractual or other right to do so. Thus, this provision is not necessary.
- In addition, under the law, there may in fact be times where a court transfers ownership of an *abandoned* home to the community owner. Accordingly, if this section is passed, it should be revised to add the below noted last phrase at the end of the sentence “.... *except as otherwise permitted under the law.*”

Section 3 regarding advance notice of new rules and mandating that tenants have six months to remedy a breach of the rules.

- Preliminary, it should be noted that the North Dakota Code already addresses how a landlord may lawfully amend lease terms. Per section 47-16-07, in a month-to-month lease, a park may change the terms of the lease and may do so by giving the tenant notice in writing at least 30 days before the change takes effect at

the end of the month. The notice, when served on the tenant, becomes a part of the lease. A tenant may reject the proposed changes by terminating the lease. In a term lease, a MHC may not change the terms of the lease unless the tenant agrees.

- Alternatively, if there is a lack of certainty regarding how a landlord may lawfully amend the rules, then a legislative amendment should be made in section 47-16-07 or elsewhere in section 47-16 such that the legislative provision would apply to **all** MHCs/landlords, as opposed to the above section. Instead, this section imposes a 6-month prior notice requirement for amending rules and regulations on just newly purchased MHCs, and **there is no valid justification for the unequal treatment of newly purchased MHCs versus existing MHCs.**

Sections 4-6: I have no concerns with any of these sections.

Section 7 (regarding entering a “dwelling unit”):

- The section is ambiguous and, at a minimum, needs revision. **The phrase “dwelling unit” needs to be defined.** Normally, the leased premises in the community is merely the home site, assuming the resident owns their mobile home, but it is unclear whether the phrase “dwelling unit” as used in this section means the home site or the home.
- Also, note that section 47-16-07-03 already sets forth the standard as to when a landlord may enter a leased premises like a home. Though, again, there may be a legitimate need to set forth the standard of access by a landlord *on the homesite*, and in that regard, this provision is not a reasonable restriction of the landlord’s right to access the homesite. By way of example, a landlord has to access the home site (but not the home) every month to read submeters or to address utility issues.

Section 8 (rent control for newly purchased communities):

- This section only applies to newly purchased MHCs, and **there is no valid justification for the unequal treatment of newly purchased MHCs versus existing MHCs.** If rental restrictions are desired in this state, they should apply across the board for all landlords.

Section 9 (regarding utility charges):

- Generally, this section is fine, but it only applies to newly purchased MHCs, and not also existing MHCs (or other rentals like apartments). If tenant rights is the focus with this law, then this type of law should apply to all landlords through a revision within the existing sections.

Section 10 (one-sided attorney fee/penalty provision):

- Generally, this section is fine, but of course, it is generally preferably to not add any statutory section that contains a one-sided attorney fee provision where a tenant is entitled to attorney fees against the landlord if the landlord violates the law.

Jodie McDougal



Jodie McDougal | Attorney | Landlord-Tenant Law Dept. Chair
(515) 246-7951 | www.DavisBrownLaw.com | JodieMcDougal@davisbrownlaw.com
The Davis Brown Tower | 215 10th Street, Suite 1300 | Des Moines, IA 50309

March 10, 2021

Dear Chairman & Committee Members,

My name is Robbie Pratt, I am the CEO of Havenpark Communities. Our company secures, upgrades, and maintains manufactured home communities (i.e., mobile home parks) across 15 states. We have been operating in North Dakota since 2019.

We have since grown across North Dakota and now have a total of eight communities with approximately 1,800 residents across Bismarck and Fargo. Since we began our operations in North Dakota in 2019 we have invested approximately \$4,300,000 back into the properties we operate in North Dakota – to the benefit and improved quality of life for our residents. This reinvestment ensures our residents have good roads, properly trimmed and safe trees, landscaping, proper street lighting, amenities such as playgrounds, picnic pavilions and sport courts. Our commitment to our residents and communities in North Dakota align with our long-term hold strategy. We intend to continue to operate, grow, and invest in North Dakota for many years to come. We have a particularly strong presence in Bismarck, North Dakota, where we own 1,130 home sites, which provides housing for about 1.5% of the total population of Bismarck.

I am concerned that SB 2159 proposes legislation that would be devastating to not only the majority of operators across the state, but to the affordability to residents of mobile home parks throughout North Dakota. We are not members of the North Dakota Manufactured Home Association (NDMHA); upon attempting to join the group we were informed by Kent French, an officer of the association, that we were prohibited from joining the association because we were an out-of-state company who “did not care about our residents”. As it turns out, we were not alone, many other North Dakota manufactured home community operators, including four other large out-of-state operators we spoke with, have ALSO been denied membership into the association.

Senate Bill 2159 is **NOT** a tenant’s rights bill. This bill and the following smear campaign that began in 2019 were designed and launched by Kent French to hurt new operators coming to town (such as Havenpark). In the process, that campaign has devastated the quiet enjoyment of our residents, and has sewed, fostered, and perpetuated fear among our valued residents using numerous misinformation tactics – both in person, and on Social Media. We have reason to believe that most of the residents who have raised their voice in support of this bill have had the bill presented in a manner that gives them false assumptions about what the bill actually does. For example, you will see an exhibit of a flyer that was forced upon all our residents at Colonial Estates, a 280-site community here in Bismarck. You will notice in the middle of the flyer, it states that this bill must be supported so that, among other reasons, there will be no more “reasonable administrative fees”. However, the phrase “reasonable administrative fee” is



HAVENPARK COMMUNITIES

the exact verbiage from SB 2159, and would only be introduced if SB 2159 pass. The very concept some of these residents are opposing is precisely what they will get if this bill is passed.

I don't know why Kent French has had a personal vendetta against our company from the moment we arrived in Bismarck, but from the first week we were there he has conducted town halls with our residents – trying to pit them against us with a false stream of accusations, he's led canvassing groups to knock doors and rally residents to his cause, under a sweeping "tenants rights narrative", while conveniently leaving out the details of his bill that would actually hurt them. Over the past two years we have heard it all – accusations of mass evictions, taking residents' homes and kicking them out, out-of-control rent increases, running the properties into the ground, and future plans to redevelop all our parks into high-rise, low-income apartments.

I want to dispel those patently false rumors once and for all. Many have been introduced, or perpetuated by Mr. French and his efforts. Here are the verifiable facts about the properties we acquired in Bismarck:

- The average rent in our Bismarck communities for existing residents is \$417 and that includes water and sewer for our residents – this is in-line with other mobile home parks in the Bismarck-Mandan area.
- Last year we invested over \$1,700,000 in Bismarck community upgrades including new sections of roads, tree trimming and removal, demo of abandoned homes, community cleanup, new entryway and interior signage, renovated offices, and added amenities such as playgrounds and new sport courts. We have budgeted an additional \$750,000 in upgrades for 2021.
- Over the past year we have had a grand total of 9 evictions across our 1,130 home sites in Bismarck. 5 of those were for drug-related activities and the rest were for rules violations or non-payment. That amounts to an eviction rate of 0.7%, well below the apartment and mobile home park industry average of a 1-2% annual eviction rate nationally.
- While we initially had rolled out a longer, more onerous resident lease, we quickly heard the complaints of our residents in Bismarck and within a week reduced the lease to an abbreviated, much more tenant friendly lease that has now been in effect in all our Bismarck communities for the past 18 months.
- We have absolutely no intention of ever using the land of these mobile home parks for anything other than mobile home parks. This is reinforced by our continual commitment and reinvestment into our communities.

Unfortunately, the North Dakota Manufactured Home Association is not a real association and does not represent the majority of Manufactured Home communities in North Dakota. Kent French and the association board are using the guise of an association to pursue their own individual interests and business pursuits.



HAVENPARK COMMUNITIES

I would encourage the members of the committee to ask how many manufactured home community operators in North Dakota are actually members of the association? What percentage does that make up of total operators in the state?

Was the membership notified of the legislation and did they have a vote? One member told us that he was not even aware of the proposed legislation and received no information on the bill from the Association.

This bill has a far- and wide-reaching impact that will be devastating to small, manufactured home communities across North Dakota. Please see the attached list of communities licensed by the North Dakota Department of Health. We contacted a random sample of 35% of the communities on this list and they confirmed they are not members of the association and were not aware of the legislation. This association is mainly comprised of Liechty Homes and Centennial Homes employees – both organizations with strong ties to Kent French. This bill was not created and drafted to represent the majority. It was created to represent the individual interests of one man and a select group, primarily in Bismarck. This is a Bismarck bill and it should not pass.

Senate Bill 2159 has many hurtful components, but I would like to highlight three provisions that will set the state's mobile home park industry way back, and would be cause tremendous damage to our residents should this bill pass:

1. The bill requires mobile home park community operators to provide written notice to tenants in violation of policies and rules and give them SIX MONTHS notice to comply. This is an insulting proposal to all the rule-abiding, responsible residents (which are the vast majority) living in our communities as they would now have to tolerate rule-breakers for months before the law could be enacted to remove them. This provision threatens the health and safety of all residents in manufactured home communities in the state. It will also lead to eye-sore trailer parks where rules can't be enforced in a timely manner resulting in the decreased value in the residents' homes and a decrease in home values in surrounding neighborhoods. This would be terrible for all responsible mobile home park residents, and it's bad for all the citizens in the cities and towns where mobile home parks are located.
2. This bill **MANDATES** that owners have a local office staffed by an employee from the hours of 8:00AM to 5:00PM Monday through Friday. It continues to require that an employee have the authority to make decisions at any time on behalf of the ownership. This provision unfairly targets smaller communities. For example, we have two communities in Bismarck that are within proximity. For years prior to us acquiring these two communities there was only one office and one community manager and that worked for the residents in both communities. Under the new law we would be required



HAVENPARK

COMMUNITIES

to set up another office and employ additional staff. In this case residents of these two communities would immediately be facing a 15% rent increase to offset those new costs brought on by SB 2159. This proposed legislation hurts RESIDENTS – providing them no real benefit, but raising their costs immediately in a VERY real way.

3. The bill requires the disclosure of confidential information during the due diligence and acquisition period of a sale or transfer of ownership. The sale of commercial real estate such as a mobile home community is bound by confidentiality until the sale closes. Such confidentiality is standard practice throughout the country. This encroachment of privacy will likely lead to out-of-state capital **REDLINING** North Dakota out of their potential future investment geographies. We believe this is exactly what the authors of this bill intended.

On behalf of our valued residents, our company and many other mobile home park operators in the state, we sincerely request your support in opposition to Senate Bill 2159. It is anti-business, gives residents no real protections beyond what is already in law, and it hurts hard-working North Dakota residents living in mobile home parks across the state.

Regards,

Robison Pratt
President / CEO
Havenpark Communities

Here is a starting point for providing testimony and your personal story. **Keep it simple and to the point or you'll lose them. Try to make 3 points that you want the committee to remember from your testimony. Please write on another paper or type up and email us. This isn't a form to fill out, put it in your words.**

Hello Chairman and committee. My name is _____

I am a **homeowner** of a manufactured home in a community that has been bought by an out of state known predatory corporation.

My world was turned upside down when _____

*I am concerned about affordable housing and where the tax dollars are going to come from when we no longer have affordable housing and are out on the streets.

*What is a **reasonable administrative fee**? What does it apply to? We don't want administrative fees. Our concern is that there will be limitless administrative fees imposed on us. Remember the fees for dogs/pets? That is an administrative fee.

*I am concerned about management or companies they hire coming in my yard or home without notification.

I am in support of or opposition of SB2159 with a(n)/a few change(s). List the changes.

Thank you.

Signature/Name

... you want to include



BROOKWOOD ESTATES – WEST FARGO







COLONIAL ESTATES - BISMARCK





STARCREST / HAYCREEK - BISMARCK





RIVIERA HEIGHTS - FARGO





GENERAL SIBLEY PARK	Trailer Park/ Campground	5001 WASHINGTON STA	BISMARCK	ND	58504	Burleigh	7/29/2016	BISMARCK PARKS & RECREATION DISTRICT	701-222-1844	mwilland@bisparks.org	476
GEO R PIERCE MOBILE HOME PARK	Mobile Home Park	421 POPLAR STREET	WATFORD CITY	ND	58854	McKenzie	8/5/2019	GEO R PIERCE INC.	4066558000	tportra@pierce.biz	13
GLEAVE ACRES LLC	Trailer Park/ Campground	6552 HIGHWAY 40	TIOGA	ND	58852	Williams	7/17/2019	CURTIS & SHELLY GLEAVE	7016642947	shellygleave@yahoo.com	44
GLEN ULLIN MEMORIAL PARK	Trailer Park/ Campground	6639 COUNTY ROAD 139	GLEN ULLIN	ND	58631	Morton	10/9/2019	GLEN ULLIN PARK DISTRICT	7013483683	glenullinauditor@midconetwork.com	49
GLEN ULLIN RV PARK	Mobile Home Park	204 -216 S 5th ST	Glen Ullin	ND	58631	Morton	10/9/2019	MICHAEL ROERS	2186391752	MICHAELROERS@HOTMAIL.COM	9
GLENN VILLA MOBILE HOME PARK	Mobile Home Park	810 27 ST	WILLISTON	ND	58801	Williams	9/5/2018	GLENN VILLA LLLP	480-779-0051	melissa@renewproperties.com	108
GOLDEN LAKE SHORES	Trailer Park/ Campground	13652 11 STREET NE	HATTON	ND	58240	Traill	8/30/2018	THOMAS WILLIAMS	7015433327		30
GOLDEN LAKEACRES	Trailer Park/ Campground	13648 11 ST	HATTON	ND	58240	Traill	8/30/2018	JACOB DICKSON	218-779-4652	JACOB2DICKSON@GMAIL.COM	2448
GOLVA CAMPSITE	Trailer Park/ Campground	BLODGETT AVENUE	GOLVA	ND	58632	Golden Valley	7/17/2019	CITY OF GOLVA	7018722244		5
GORDEN'S TRAILER COURT	Mobile Home Park	20310 Soo ST	BALDWIN	ND	58521	Burleigh	9/25/2019	ARLEN GORDEN	7012554919	aegorden@gmail.com	4
GOVERNOR'S INN RV PARK	Trailer Park/ Campground	2050 GOVERNORS DR	CASSELTON	ND	58012	Cass	5/13/2020	LOWELL GUNDERSON	7013474524	laceyr@cassin.com	51
GRAFTON MHP LLC	Mobile Home Park	1451 EASTERN AVENUE	GRAFTON	ND	58237	Walsh	2/21/2019	GRAFTON MHP LLC	7013791002	mhpgraftonteam@impactmhc.com	62
GRAHAM'S ISLAND STATE PARK	Trailer Park/ Campground	152 Duncan RD	Devils Lake	ND	58301	Ramsey	8/20/2019	ND PARKS & RECREATION DEPARTMENT	701-766-4015	ryannelson@nd.gov	154
GRAND FORKS CAMPGROUND	Trailer Park/ Campground	4796 S 42 ST	GRAND FORKS	ND	58201	Grand Forks	6/12/2018	AL SHANE			90
GRANER PARK	Trailer Park/ Campground	5231 GRANER PARK	MANDAN	ND	58554	Morton	9/26/2019	MORTON COUNTY PARKS	7016673363	tim.nilsen@mortonnd.org	100
GRANITE CIMARRON HEIGHTS LLC	Mobile Home Park	3202 21 AVENUE WEST	WILLISTON	ND	58801	Williams	4/18/2018	GRANITE CIMARRON HEIGHTS LLC	7015777275	licensing@inspirecom.com	330
GRIZZLY'S CORNER CAMPGROUND LLC	Trailer Park/ Campground	2805 PRAIRIEWOOD LANE	WARWICK	ND	58381	Benson	6/17/2019	MARK & SHARI GRISVOLD	7013983189	shari@qualityrebar.com	60
GROSSMAN TRAILER PARK	Trailer Park/ Campground	LAKE AVENUE	SIBLEY	ND	58072	Barnes	6/8/2018	GEORGE GROSSMAN	7013062791	grossman68@hotmail.com	21
GT RV PARK LLC	Trailer Park/ Campground	3105 11 STREET	WATFORD CITY	ND	58854	McKenzie	4/9/2019	TINA WAHUS	7017702310	twahusgg@gmail.com	7
GWINNER COMMUNITY MOBILE HOME PARK	Mobile Home Park	PO BOX 124	GWINNER	ND	58040	Sargent	6/11/2019	GWINNER COMMUNITY DEVELOPMENT CORP.	7016782413		25
H & H HOUSING GROUP	Mobile Home Park	305 Buffalo Street	Alexander	ND	58831	McKenzie	3/29/2019	CHRIS HUGHES	6627736269	lharris@hughesgmt.com	19
HAFNER TRAILER COURT	Mobile Home Park	578 BAY DR	Beulah	ND	58523	Mercer	9/30/2019	DUANE HAFNER	7017752139	dhafner@gra.midco.net	13
HAGUE CAMPING & LODGING	Trailer Park/ Campground	4th ST	Hague	ND	58542	Emmons	12/18/2019	TODD NIEUWWSMA	7013211276	nieuwswma68@gmail.com	14
HARMON LAKE CAMPGROUND	Trailer Park/ Campground	3244 HARMON LAKE ROAD	MANDAN	ND	58554	Morton	9/26/2019	MORTON COUNTY PARKS	7016673363	tim.nilsen@mortonnd.org	40
HARNESS TRAILER COURT	Mobile Home Park	201 6th S AVE UNIT 6	CASSELTON	ND	58012	Cass	6/12/2018	LYNN L. SCHULTZ	7013475077		15
HATTON PARK BOARD CAMPGROUND	Trailer Park/ Campground	BOX 11	HATTON	ND	58240	Traill	4/24/2019	JESSICA OSTLIE	7013306426	hattonparkboard@gmail.com	6
HATTON PARK BOARD TRAILER CRT	Mobile Home Park	BOX 11	HATTON	ND	58240	Traill	8/15/2019	JACKIE BYE	7015434049	jbye@hattonk12.com	9
HAVEN CAMPGROUND	Trailer Park/ Campground	3091 39TH STREET NE	HARVEY	ND	58341	Wells	6/12/2019	BARBARA LESMEISTER	7013242820	nfrbl@gondtc.com	16
HAWTHORNE RIDGE	Mobile Home Park	05093 143 AVENUE	WILLISTON	ND	58801	Williams	7/31/2018	SELECT ENERGY SERVICES, LLC	940-668-1818	GBaker@selectenergyservices.com	70
HAYBALE HEIGHTS	Trailer Park/ Campground	4355 87 AVENUE NE	DEVILS LAKE	ND	58301	Ramsey	7/17/2019	MERTENS, DENNIS, TOM, LUCAS	7017399465	Lucasmertens@hotmail.com	225
HAYES MOBILE HOME PARK	Mobile Home Park	101 MAIN AVENUE EAST	ALEXANDER	ND	58831	McKenzie	1/23/2019	COURTNEY J. HAYES	7015701615	evahayes1@me.com	5
HAYES TRAILER COURT	Trailer Park/ Campground	101 MAIN AVENUE EAST	ALEXANDER	ND	58831	McKenzie	1/23/2019	COURTNEY J. HAYES	7015701615	evahayes1@me.com	5
Name	License Type	Street Address	City	State	Zip Code	County	Last Inspection	Owner Name	Owner Phone	Owner Email	Lots
HAZELTON CAMPGROUND	Trailer Park/ Campground	Highway 1804	Hazelton	ND	58544	Emmons	5/15/2018	CORPS OF ENGINEERS	7012550015		30
HAZELTON CITY PARK	Trailer Park/ Campground	Cottage St and Hazel Ave	HAZELTON	ND	58544	Emmons	10/16/2019	HAZELTON CITY PARK BOARD	7017826802	lwimer@hotmail.com	7
HAZEN BAY CAMPGROUND	Trailer Park/ Campground	674 Hazen Bay Road	Hazen	ND	58545	Mercer	6/1/2020		7017486948	hpr@westriv.com	130
HAZEN MOBILE HOME PARK	Mobile Home Park	203 4 AVENUE SW	HAZEN	ND	58545	Mercer	9/30/2019	JOHN SAYLER	7012028358	SAYLER6RENTALS@GMAIL.COM	7
HEART BUTTE RESERVOIR CG CRAPPIE CREEK	Trailer Park/ Campground	66 1/2 SW	Elgin	ND	58533	Grant	6/1/2020	TRI-CITIES JOINT JOB DEVELOPMENT	7015842201	recreation@laketschida.com	40
HEART BUTTE RESERVOIR CG DOWNSTREAM	Trailer Park/ Campground	5675 Highway 49	Elgin	ND	58533	Grant	6/1/2020	TRI-CITIES JOINT JOB DEVELOPMENT	7015842201	recreation@laketschida.com	32
HEART BUTTE RESERVOIR CG KOEHLERS POINT	Trailer Park/ Campground	5675 W 49 Elgin	Elgin	ND	58533	Grant	6/1/2020	TRI-CITIES JOINT JOB DEVELOPMENT	7015842201	recreation@laketschida.com	10
HEART BUTTE RESERVOIR CG RATTLESNAKE POINT	Trailer Park/ Campground	67 1/2 SW	Elgin	ND	58533	Grant	6/1/2020	TRI-CITIES JOINT JOB DEVELOPMENT	7015842201	recreation@laketschida.com	2
HEART BUTTE RESERVOIR CG RIMROCK	Trailer Park/ Campground	5675 Highway 49	ELGIN	ND	58533	Grant	6/1/2020	TRI-CITIES JOINT JOB DEVELOPMENT	7015842201	recreation@laketschida.com	51
HEART BUTTE RESERVOIR CG SCHATZ POINT	Trailer Park/ Campground	70th Avenue SW	Elgin	ND	58533	Grant	6/1/2020	TRI-CITIES JOINT JOB DEVELOPMENT	7015842201	recreation@laketschida.com	21
HEART BUTTE RESERVOIR HAWABISI	Trailer Park/ Campground	70 Avenue SW	Elgin	ND	58533	Grant	6/1/2020	TRI-CITIES JOINT JOB DEVELOPMENT	7015842201	recreation@laketschida.com	8
HEART BUTTE RESERVOIR HIDDEN SHELTER	Trailer Park/ Campground	70 Avenue SW	Elgin	ND	58533	Grant	6/1/2020	TRI-CITIES JOINT JOB DEVELOPMENT	7015842201	recreation@laketschida.com	4
HEART BUTTE RESERVOIR SLED CREEK	Trailer Park/ Campground	74 SW AVE	Elgin	ND	58533	Grant	6/1/2020	TRI-CITIES JOINT JOB DEVELOPMENT	7015847220	recreation@laketschida.com	5
HENAGAR CAMPGROUND	Trailer Park/ Campground	BOX 892	DEVILS LAKE	ND	58301	Ramsey	5/28/2019	TBH FARMS	7016628631	ajlafleur@gondtc.com	33
HERITAGE MOBILE HOME PARK	Mobile Home Park	PO BOX 7	TAYLOR	ND	58656	Stark	6/17/2019	TAYLOR COMMUNITY ACTIVITIES	7019744210	taylorhorsefest@ndsupernet.com	4
HERITAGE RV PARK	Trailer Park/ Campground	PO BOX 7	TAYLOR	ND	58656	Stark	6/17/2019	TAYLOR COMMUNITY ACTIVITIES	7019744210	taylorhorsefest@ndsupernet.com	12
HETTINGER MOBILE HOME PARK	Mobile Home Park	1400 2 AVENUE SOUTH	HETTINGER	ND	58639	Adams	7/24/2019	MDM INVESTMENT LLC	7015676484	foxym30@outlook.com	7
HETTINGER RV PARK	Trailer Park/ Campground	1400 2 AVENUE SOUTH	HETTINGER	ND	58639	Adams	7/24/2019	MDM INVESTMENT LLC	7015676484	foxym30@outlook.com	25
HIGH VIEW RV PARK	Trailer Park/ Campground	8004 HIGHWAY 2	STANLEY	ND	58784	Mountrail	5/2/2019	DARREN SNODGRASS	2192215759	qualityassurancets@gmail.com	24
HIGHMARK HOUSING RV PARK	Trailer Park/ Campground	1712 11 AVENUE	WATFORD CITY	ND	58854	McKenzie	3/28/2019	HIGHMARK INC	605-718-7424	highmark@highmarkinc.biz	15
HIGHWAY 31 RV PARK	Mobile Home Park	218 MAIN STREET	STANTON	ND	58571	Mercer	10/14/2019	DANIEL & CASSANDRA DUMOND	7017453629		10
HI-LAND VILLAGE	Mobile Home Park	6518 137 AVENUE	PARK RIVER	ND	58270	Walsh	10/1/2019	KELLY & KATHY HOUSER	701-284-6791		29
HILLCREST ACRES CAMPGROUND	Trailer Park/ Campground	5700 E MAIN AVE	BISMARCK	ND	58501	Burleigh	6/3/2020		7015271847	TOBIASMARMAN@HOTMAIL.COM	60
HILLCREST ACRES CAMPGROUND	Mobile Home Park	5700 E MAIN AVE	BISMARCK	ND	58501	Burleigh	6/3/2020		7015271847	TOBIASMARMAN@HOTMAIL.COM	60
HILLSBORO CAMPGROUND II	Trailer Park/ Campground	203 2ND ST	Hillsboro	ND	58045	Traill	5/29/2019	SARA JENNEN	701-636-5205	hillsborocampground@gmail.com	6
HILLSBORO CAMPGROUND INC.	Trailer Park/ Campground	17059 2 ST	HILLSBORO	ND	58045	Traill	5/29/2019	SARA & JEREMY JENNEN	701-636-5205	jennenfarm@gmail.com	71
HILLSBORO MOBILE HOME PARK	Mobile Home Park	4th St & 1st Ave NW	Hillsboro	ND	58045	Traill	9/30/2019	H BOROUGH LLP	6512901692		34
HOFFMAN'S TRAILER COURT #1	Mobile Home Park	1 Avenue & John Street ST	Rolette	ND	58366	Rolette	6/19/2019	JEFFERIE AND ROGER HOFFMAN	7012224692	jefferiehoffman@gmail.com	14
HOFFMAN'S TRAILER COURT #2	Mobile Home Park	400 MCCUMBER SW ST	Rolette	ND	58366	Rolette	6/19/2019	JEFFERIE AND ROGER HOFFMAN	7012224692	jefferiehoffman@gmail.com	18

TWIN PINES INN	Mobile Home Park	1417 MAIN AVE	OAKES	ND	58474	Dickey	6/4/2019	SHAWN & SHANA ULMER	7017422151	SULMER@DRTEL.NET	22
TWIN VALLEY ACCOMMODATIONS	Trailer Park/ Campground	4656 HIGHWAY 1806 WEST	WATFORD CITY	ND	58854	McKenzie	7/26/2019	GENE & MARCELLA HILLEREN	701-260-0649	ghill171@ruggedwest.com	6
UNCLE MIKES	Trailer Park/ Campground	7690 57th NE	Devils Lake	ND	58301	Ramsey	7/18/2019	MIKE ZEIGLER	7012301295		24
UP THE CREEK CAMPGROUND	Trailer Park/ Campground	#53 WHITE EARTH ROAD	WHITE EARTH	ND	58794	Mountrail	5/28/2019	JARED IVERSON	7016416448	jriveron1995@hotmail.com	30
VALLEY HO MOBILE HOME PARK	Mobile Home Park	1823 NORTH WASHINGTON STREET	GRAND FORKS	ND	58203	Grand Forks	2/28/2019	VHOFG, LLC	6512901692		64
VALLEY VIEW PARK	Trailer Park/ Campground	14656 Hwy 2	WILLISTON	ND	58801	Williams	9/24/2018		8555827438	rcrump@targetlodging.com	137
VALLEY VIEW PARK	Mobile Home Park	14656 Hwy 2	WILLISTON	ND	58801	Williams	9/24/2018		8555827438	rcrump@targetlodging.com	137
VAN HOOK/TRAYNOR PARK	Trailer Park/ Campground	8235 37 STREET NW	NEW TOWN	ND	58763	Mountrail	7/3/2019	DAWN RITTS	7016273377	dawnritts@hotmail.com	130
VCZ INC.	Mobile Home Park	906 - 912 North AVE	Hebron	ND	58638	Morton	10/21/2019	VAN ZEILSTRA	6309410170	vsanders@midconetwork.com	4
VESTA - WATFORD ESTATES	Mobile Home Park	2751 116 AVENUE NW	WATFORD CITY	ND	58854	McKenzie	3/11/2019		0715727777	RICKCARRIGER@GMAIL.COM	18
VIKING DRIVE ESTATES	Mobile Home Park	1135 VIKING DR	VALLEY CITY	ND	58072	Barnes	6/12/2019	WICK FAMILY TRUST	5623051353		76
VIKING VIEW RESORT	Trailer Park/ Campground	210 2 STREET	FORT RANSOM	ND	58038	Cass	5/21/2018	TIM NESS	218-790-9049	tn81782@gmail.com	16
VILLAGE PARK	Mobile Home Park	106 VILLAGE PARK	EMERADO	ND	58228	Grand Forks	3/13/2019	GEORGE NIECE	7015945721	vpr@midconetwork.com	13
WAGON WHEEL TRAILER COURT	Trailer Park/ Campground	200 CHURCH STREET	FLASHER	ND	58535	Morton	10/3/2019	SCHICK THOMAS	7015973201		3
WALHALLA PARK BOARD	Trailer Park/ Campground	100 RIVERSIDE PARK	WALHALLA	ND	58282	Pembina	9/19/2018	CITY OF WALHALLA/WALHALLA PARK BOARD	7015493289	cjfraser3@hotmail.com	26
WALOCH TRAILER COURT	Mobile Home Park	PO BOX 25	GWINNER	ND	58040	Sargent	11/1/2018	KENWOOD & FAYE WALOCH	701-678-2496	fwaloch@gmail.com	3
WATFORD CITY COURTYARD	Mobile Home Park	3000 2 AVENUE	WATFORD CITY	ND	58854	McKenzie	5/15/2018	GREG DOUGHERTY	307-686-6624	lisa@gregswelding.com	94
WATFORD CITY TOURIST PARK	Trailer Park/ Campground	HIGHWAY 23 EAST	WATFORD CITY	ND	58854	McKenzie	8/6/2018	PARK DISTRICT	7014443457	ppeterson@nd.gov	30
WATFORD RESIDENCE SUITES	Mobile Home Park	2312 12 STREET	WATFORD CITY	ND	58854	McKenzie	1/8/2019	RC DEVELOPMENT	760-500-9591	john@integholdings.com	48
WEIDNER BAY	Mobile Home Park	622 2ND AVENUE NW	HAZEN	ND	58545	Mercer	10/17/2019	ELDOR F. WEIDNER	7017482248		88
WEST BAY HEIGHTS	Trailer Park/ Campground	6696 Highway 19	BRINSMADE	ND	58351	Benson	7/15/2019	REGINAL & GEORGE HERMAN	701-739-9681	gherman88@gmail.com	115
WEST BAY RESORT LLC	Trailer Park/ Campground	6660 HIGHWAY 19	MINNEWAUKAN	ND	58351	Benson	8/19/2019	JAMES A. YRI	7017396086	westbayinfo@gondtc.com	90
WEST MOTT TRAILER PARK/CAMPGROUND	Trailer Park/ Campground	HC2 BOX 137	MOTT	ND	58646	Hettinger	10/15/2019	MOTT PARK DISTRICT	7018243360	lpmeier@ndsupernet.com	12
WEST SIDE MOBILE COURT 2	Trailer Park/ Campground	324 1 STREET NW LOT 21	ELLENDALE	ND	58436	Dickey	5/9/2019	CAREY WALD	7013493234		25
WEST SIDE PARK	Mobile Home Park	525 4 ST	STANLEY	ND	58784	Mountrail	6/11/2019	RYAN GJELLSTAD	701-628-2940	ryangjellstad@yahoo.com	13
WESTERN PARK VILLAGE	Mobile Home Park	1201 17 STREET SW	JAMESTOWN	ND	58401	Stutsman	6/1/2020	LIECHTY HOMES INC	7012523081	tracys@liechtyhomes.com	209
WESTSIDE PARK	Trailer Park/ Campground	504 8 W ST	HARVEY	ND	58341	Wells	4/27/2018	HARVEY PARK DISTRICT	7013242628		21
WHEEL ESTATES TRAILER COURT	Mobile Home Park	63 MAIN RD	PICK CITY	ND	58545	Mercer	10/21/2019	JOHNSON & HOLTZ	7018381469		16
WHITE BUFFALO	Trailer Park/ Campground	708 4 NE AVE	WATFORD CITY	ND	58854	McKenzie	8/5/2019	ALICE OLSON	7018424839	tmarik6440@aol.com	53
WHITE EARTH BAY LLC	Trailer Park/ Campground	35 C STREET	WHITE EARTH	ND	58794	Mountrail	6/12/2018	JUSTIN SCARBOROUGH	2087031540	iblvnf8@hotmail.com	75
Name	License Type	Street Address	City	State	Zip Code	County	Last Inspection	Owner Name	Owner Phone	Owner Email	Lots
WIFFLER TRAILER COURT	Mobile Home Park	PO BOX 245	RHAME	ND	58651	Bowman	6/19/2019	TRACY WIFFLER	7012795710		16
WILDCAT ESTATES	Trailer Park/ Campground	16075 36 STREET NW	EAST FAIRVIEW	ND	59221	McKenzie	4/17/2019	CHA CHING LLC	4066794500	grebe2005@gmail.com	61
WILDERNESS CAMPGROUND	Trailer Park/ Campground	Highway 44 & 66	Drayton	ND	58225	Pembina	8/29/2019	DRAYTON PARK BOARD	7014546433	ardis@polarcomm.com	70
WILDWOOD PARK	Mobile Home Park	715 3rd SE ST	MANDAN	ND	58554	Morton	7/10/2019	WILDWOOD PARK LIMITED PARTNERSHIP	7635455524		176
WILLISTON FOX RUN RV PARK	Trailer Park/ Campground	13580 59 STREET	WILLISTON	ND	58802	Williams	9/6/2019		701-334-0579	willistonfoxrunmgmt@yahoo.com	305
WILLISTON VILLAGE MOBILE HOME PARK	Mobile Home Park	935 ENERGY STREET	WILLISTON	ND	58801	Williams	4/6/2018			lharris@hughesmgmt.com	138
WILLISTON VILLAGE RV RESORT	Trailer Park/ Campground	947 ENERGY STREET	WILLISTON	ND	58801	Williams	6/11/2018		6627736269	jdarding@hughesmgmt.com	437
WILLOWOOD	Trailer Park/ Campground	3RD STREET SW	MAYVILLE	ND	58257	Traill	6/14/2018	MAYVILLE PARK DISTRICT	7017863800	karlstad@midco.net	30
WIMBLEDON MOBILE HOME PARK	Mobile Home Park	PO BOX 67	WIMBLEDON	ND	58492	Barnes	8/13/2019	CITY OF WIMBLEDON			8
WIMBLEDON TRAILER COURT	Trailer Park/ Campground	PO BOX 67	WIMBLEDON	ND	58492	Barnes	8/13/2019	CITY OF WIMBLEDON	7014352312	ledoyle@daktel.com	16
WING CITY PARK	Trailer Park/ Campground	PO BOX 39	WING	ND	58494	Burleigh	5/18/2018	CITY OF WING	7019432395		4
WISHEK CITY PARK	Trailer Park/ Campground	7TH ST S & 4TH AVE. S	WISHEK	ND	58495	McIntosh	10/2/2019	WISHEK PARK BOARD	7014522576		8
WISHEK TRAILER PARK	Trailer Park/ Campground	1ST AVE N & 2ND ST	WISHEK	ND	58495	McIntosh	8/7/2018	WISHEK PARK BOARD	7014522567	wcobek@bektel.com	15
WOLFF'S GRILL AND BAR LLC	Trailer Park/ Campground	313 HIGHWAY 3 S	DAWSON	ND	58428	Kidder	5/18/2020	LEON WOLFF	7013278433	wolffsgrillandbarllc@hotmail.com	26
WOLSKY'S RV PARK	Trailer Park/ Campground	699 HIGHWAY 9 SE	KENSAL	ND	58455	Stutsman	6/12/2019	CHAD & KAREN WOLSKY	7012692795		10
WONDER REST TRAILER PARK	Mobile Home Park	904 Rollin AVE	COOPERSTOWN	ND	58425	Griggs	5/31/2019	HAALAND KJELL & CHARLOTTE	701-797-2781	coachman@mlgc.com	4
WOODLAND HOSPITALITY	Trailer Park/ Campground	1012 WOODLAND DRIVE	DEVILS LAKE	ND	58301	Ramsey	9/12/2019	KYLE & KARIN BLANCHFIELD	7016625996	woodlandresort@gondtc.com	2613
WOODLAND HOSPITALITY	Mobile Home Park	1012 WOODLAND DRIVE	DEVILS LAKE	ND	58301	Ramsey	9/12/2019	KYLE & KARIN BLANCHFIELD	7016625996	woodlandresort@gondtc.com	2613
WOODLAND PROPERTIES TRAILER COURT	Trailer Park/ Campground	100 7 AVENUE	PLAZA	ND	58771	Mountrail	3/27/2019	MEL RICHES	4086506360	WOODLANDPROPERTIESND@GMAIL.COM	18
WOODLANDS MOBILE HOME PARK	Mobile Home Park	N Woodlands DR	Mandan	ND	58554	Morton	8/20/2019	BARRY JENNINGS	7017121353	INFO@MEADOWLANDSPARK.COM	52
YELLOWSTONE BRIDGE RV PARK	Trailer Park/ Campground	15834 HIGHWAY 200	EAST FAIRVIEW	ND	59221	McKenzie	4/17/2019	LANCE & MARY JO BRUNSVOLD	4064784671	mjbrunsvold@hotmail.com	14
Z RV PARK	Trailer Park/ Campground	301 GUMBO LOOP	KILLDEER	ND	58640	Dunn	5/20/2019	LARRY ZABLOTNY	7017645764	rcdepot@midco.net	19
ZAP TRAILER PARK	Trailer Park/ Campground	PO BOX 97	ZAP	ND	58580	Mercer	10/1/2019	CITY OF ZAP PARK BOARD	7019482256	zapnd@westriv.com	19
ZOEY ENTERPRISES I LLC	Mobile Home Park	3365 VAN BUREN S ST	Fargo	ND	58104	Cass	12/18/2018	ZOEY ENTERPRISES I LLC	7012748300	zoeyenterprises2017@gmail.com	4



Dave Reynolds
President & CEO
PO Box 457
Cedaredge, CO 81413
Dave@impactmhc.com

March 8, 2021

VIA ELECTRONIC MAIL

RE: Opposition to Senate Bills 2159

Dear Representative,

I am the President and CEO of Impact Communities Management, LLC. Impact Communities Management is the property manager for the following communities in North Dakota:

Devils Lake Estates MHP & Pitcher Park North Manufactured Home Community	Devils Lake	ND
Grafton Manufactured Home Community	Grafton	ND
Larimore Manufactured Home Community	Larimore	ND
Minot MHP Manufactured Home Community	Minot	ND

Impact Communities Management recently became aware of Senate Bill 2159 in North Dakota and is opposed to this bill. I am writing to highlight the reasons for our opposition and give reasons for our concerns with each bill, as well as highlight a concern with the supporter of the legislation. As further discussed later herein, please know that there are many manufactured housing communities who operate in your state that do not support this bill, even though the supposed North Dakota Manufactured Housing Association supports the legislation.

Senate Bill: 2159 we continue to voice our opposition to this legislation for the following reasons:

1. The bill requires owners to have a local office staffed by at least one employee Monday through Friday from 8:00AM to 5:00PM. Some our communities have as few as 47 lots and we currently use one manager to cover more than one community. Requiring an owner to have one employee on site for those hours for no other purpose but to comply with the legislation puts an undue burden upon the owner to cover the additional expense of a full-time employee and an office on site, thereby requiring owners to raise their rents to cover this expense. Sharing our manager with another community we own in the area reduces our costs and allows us to keep our rents affordable and competitive. This provision unfairly targets owners of multiple smaller communities such as our business. Further, this provision, like the rest of the bill, unfairly targets owners of manufactured housing communities and treats them differently than owners of other rental properties, including owners of apartment complexes and other rentals, for no legitimate reason.
2. The bill requires the disclosure of confidential information during the due diligence and acquisition period of a sale or transfer of ownership. Any potential sale of one of our communities must remain confidential until the sale closes, a protection that is afforded to owners in other states as well as owners of other multi-family housing. Disclosure of the terms of the sale breaks confidentiality of the parties involved and has potential costly repercussions to the sale of

the property and other sales of manufactured home community properties. This provision unfairly targets larger and often out of state ownership who would otherwise keep this information private and between the parties to the sale.

3. The bill requires the owner to provide 6 months' notice to residents of changes or modifications to park rules. This places an undue burden on Manufactured Home Community Owners and restricts our right to conduct business and address policy issues as needed. Non-manufactured home community owners are not required to provide this same notice to residents, again placing an undue burden exclusively upon those who own other communities throughout the United States where a policy change needs to occur across our portfolio.
4. The bill unfairly limits manufactured home community owners the right to increase rents without giving a six-month notice period to residents. All landlords should be allowed to increase rents as the business deems it necessary and without restriction. The government does not currently dictate price increases in housing or other sectors, unfairly putting this burden upon manufactured home community owners.
5. The bill requires an owner to provide 30 days' written notice to all residents before making changes to sanitation and safety policies. We need to be able to immediately address sanitation and safety policies and be able to enforce those policies to comply with local, state, and federal guidelines without delay, again unfairly putting this burden upon manufactured home community owners.
6. The bill requires that landlords not charge the resident additional fees to provide utility service and must provide meter readings for all utilities taken at the mobile home lot of each resident and does not allow for the pass through of special assessments. Owners need to be able to bill utilities with reasonable administration fees as it costs our business money to do so. We would reasonably expect that if new special assessments or fees are assessed, we should be allowed to pass these expenses on to the resident. This unfairly puts the cost and expense of these expenses upon manufactured home community owners. The government does not currently place this burden upon other housing sectors, unfairly putting this burden upon manufactured home community owners.
7. The bill provides that Residents are allowed six months to comply with community policies after receiving a written notice of violation. Community policies are in place for the safety and welfare of all the residents. Compliance with policies and responsiveness to violations are important to ensure the quiet enjoyment of all our residents. Six months does not allow us to react to issues within the park effectively. The bill further provides that eviction proceedings cannot begin until after this time, allowing violators to continue their violations until the event of eviction. The government does not currently place this burden upon other housing sectors, unfairly putting this burden upon Manufactured Home Community Owners.
8. The bill allows for a \$1,000 penalty to the owner in addition to attorney's fees should a resident bring a claim. The government does not currently place this burden upon other housing sectors, unfairly putting this burden upon manufactured home community owners. Current landlord and contract laws already protect all residents and small claims courts provide reasonable forums for legal complaints. This provision could unfairly be used to target owners by residents who bring forward a claim in an effort to punish them for previous issues or who are in opposition to ownership outside the state of North Dakota.

North Dakota Manufactured Housing Association: It is also our understanding that the individual who helped write or negotiate the terms of this bill, and supports this bill, is the president of the

North Dakota Manufactured Housing Association. We understand that this individual is also a community owner who has spoken out against other companies who own and manage communities in the state. Thus, it certainly stems that he may be supportive of this legislation to keep companies like ours out of the manufactured home community business in North Dakota by helping to support legislation that makes it difficult to do business for owners whose headquarters are outside the state and discourage investments into the State of North Dakota. This individual is in a position collecting revenue from other organizations and appears to only be interested in his own business affairs, and this should be viewed as a conflict of interest. It appears that this proposed law was outlined to benefit him and his business. In any event, please know that there are many manufactured home community owners and operators in your state that do not support this bill.

Closing Comments: We hope that this letter provides some details that you may not have considered during your review of this bill. We also sincerely hope that you will take into consideration the business concerns we outlined and the potential unintended costs that would have be passed on to residents in response to this piece of legislation. We also hope you understand our concerns with regards to the perceived attempts to crowd out businesses like ours from doing business within the state and the undue burdens placed upon manufactured home communities with this bill. We would be glad to discuss this with you at any time, my contact information is above.

Very truly yours,



Impact MHC Management, LLC

Dave Reynolds
President & CEO

Dear Committee Members:

Impact Communities Management is the property manager for the following communities in North Dakota:

Devils Lake Estates MHP & Pitcher Park North Manufactured Home Community	Devils Lake	ND
Grafton Manufactured Home Community	Grafton	ND
Larimore Manufactured Home Community	Larimore	ND
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Senate Bill: 2159 we continue to voice our opposition to this legislation for the following reasons:

1. The bill requires owners to have a local office staffed by at least one employee Monday through Friday from 8:00AM to 5:00PM. Some our communities have as few as 47 lots and we currently use one manager to cover more than one community. Requiring an owner to have one employee on site for those hours for no other purpose but to comply with the legislation puts an undue burden upon the owner to cover the additional expense of a full-time employee and an office on site, thereby requiring owners to raise their rents to cover this expense. Sharing our manager with another community we own in the area reduces our costs and allows us to keep our rents affordable and competitive. This provision unfairly targets owners of multiple smaller communities such as our business. Further, this provision, like the rest of the bill, unfairly targets owners of manufactured housing communities and treats them differently than owners of other rental properties, including owners of apartment complexes and other rentals, for no legitimate reason.
2. The bill requires the disclosure of confidential information during the due diligence and acquisition period of a sale or transfer of ownership. Any potential sale of one of our communities must remain confidential until the sale closes, a protection that is afforded to owners in other states as well as owners of other multi-family housing. Disclosure of the terms of the sale breaks confidentiality of the parties involved and has potential costly repercussions to the sale of the property and other sales of manufactured home community properties. This provision unfairly targets larger and often out of state ownership who would otherwise keep this information private and between the parties to the sale.
3. The bill requires the owner to provide 6 months' notice to residents of changes or modifications to park rules. This places an undue burden on Manufactured Home Community Owners and restricts our right to conduct business and address policy issues as needed. Non-manufactured home community owners are not required to provide this same notice to residents, again placing an undue burden exclusively upon those who own other communities throughout the United States where a policy change needs to occur across our portfolio.
4. The bill unfairly limits manufactured home community owners the right to increase rents without giving a six-month notice period to residents. All landlords should be allowed to increase rents as the business deems it necessary and without restriction. The government does not currently

dictate price increases in housing or other sectors, unfairly putting this burden upon manufactured home community owners.

5. The bill requires an owner to provide 30 days' written notice to all residents before making changes to sanitation and safety policies. We need to be able to immediately address sanitation and safety policies and be able to enforce those policies to comply with local, state, and federal guidelines without delay, again unfairly putting this burden upon manufactured home community owners.
6. The bill requires that landlords not charge the resident additional fees to provide utility service and must provide meter readings for all utilities taken at the mobile home lot of each resident and does not allow for the pass through of special assessments. Owners need to be able to bill utilities with reasonable administration fees as it costs our business money to do so. We would reasonably expect that if new special assessments or fees are assessed, we should be allowed to pass these expenses on to the resident. This unfairly puts the cost and expense of these expenses upon manufactured home community owners. The government does not currently place this burden upon other housing sectors, unfairly putting this burden upon manufactured home community owners.
7. The bill provides that Residents are allowed six months to comply with community policies after receiving a written notice of violation. Community policies are in place for the safety and welfare of all the residents. Compliance with polices and responsiveness to violations are important to ensure the quiet enjoyment of all our residents. Six months does not allow us to react to issues within the park effectively. The bill further provides that eviction proceedings cannot begin until after this time, allowing violators to continue their violations until the event of eviction. The government does not currently place this burden upon other housing sectors, unfairly putting this burden upon Manufactured Home Community Owners.
8. The bill allows for a \$1,000 penalty to the owner in addition to attorney's fees should a resident bring a claim. The government does not currently place this burden upon other housing sectors, unfairly putting this burden upon manufactured home community owners. Current landlord and contract laws already protect all residents and small claims courts provide reasonable forums for legal complaints. This provision could unfairly be used to target owners by residents who bring forward a claim in an effort to punish them for previous issues or who are in opposition to ownership outside the state of North Dakota.

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Very truly yours,

Impact MHC Management, LLC

Ken Dale
Paralegal

Testimony by April Heinz

RE: SB. 2159

My name is April Heinz and I am a resident of Colonial Estates in Bismarck, ND. I am in support of this bill as there NEEDS to be protections in place for us home owners. If the bill stays as written these out of state wealthy owners are able to charge ridiculous fees.

A few years ago, a trailer house was the only option in our price range. My husband and I both work full time jobs and have kids living in our house. We want to keep our protections in place as we don't really have any other home options at this point.

In August 2019, new owners came in and a lot changed in our community. Lot rent spiked and currently is \$435, that is more than our house payment! Utilities that were previously included in the rent were now added to the bill. We also got the community to meet together in a school gym to visit with the new owners about their ridiculous 30-page lease. We previously had a 1-page lease. Thankfully with community support and discussion with the new owners, they changed some verbiage and it went down to 9 pages, but it still dictates us how they want us to live our lives.

We pay them rent for the dirt "our house" sits on and the land that "WE" maintain. "WE" deserve protections.

I would strongly urge a DO PASS recommendation for SB 2159. Thank you.

March 9, 2021

Testimony in Opposition of SB2159

Dear Chairman and Members of the Committee,

My name is Doug Vetter and I am the Community Manager for Tatley Meadows and Colonial Estates; two Havenpark Communities in Bismarck, ND.

I have been a resident of Tatley Meadows for 20 years and the Community Manager for 14 years. I worked here before Havenpark took over and have remained as a Havenpark employee.

I am in opposition of SB2159 for numerous reasons. Some of which are:

HOURS OF OPERATION & LOCATION: Requires ownership to have a local office staffed by at least one employee Monday through Friday from 8:00AM to 5:00PM.

- Many properties in North Dakota are simply not large enough, or historically have not needed a full-time staff and instead have an office at another nearby community or run it out of their own home. This new law would force operators to take on needless payroll costs that have not been needed for decades leading up to this point. Added regulations on business mean higher costs to consumers.

VIOLATION OF CONFIDENTIALITY-MANDATORY DISCLOSURE: Requires the disclosure of confidential information during the due diligence and acquisition period of the sale or transfer of ownership.

- The sale of the business must remain confidential until the sale closes. Disclosure of the sale breaks confidentiality of the parties involved and has potential costly repercussions to the business.

OPERATING RESTRICTIONS: Ownership must provide 6 months' notice to tenants of changes or modifications to park rules.

- This restricts ownerships right to conduct business and address policy issues as needed. Other businesses and landlords are not required to provide notice to employees or tenancy when making business decisions. Six months of notice severely limits the ability of operators to react to issues on their property.

SIX MONTH WAITING PERIOD TO INCREASE RENTS: Restricts rental increases. New and current ownership are not allowed to increase rents without giving a six-month notice period to tenants.

- Current and future ownership of the parks should be allowed to increase rents as the business deems it necessary and without restriction. Government does not dictate price increases in housing or other sectors.

SANITATION & SAFETY POLICY MODIFICATIONS: Operator must provide 30 days written notice to all tenants before making changes to sanitation and safety policies.

- Mobile home park operators must be able to immediately address sanitation and safety policies and the enforcement of those policies to comply with local, state, and federal guidelines and to provide for the wellbeing of their tenants.

UTILITIES & SPECIAL ASSESSMENTS: Park ownership may not charge tenant additional fees to provide utility service and must provide meter readings for all utilities taken at the mobile home lot of each tenant. Does not allow for the pass through of special assessments.

- Operators need to be able to bill utilities at cost with reasonable administration fees. It is also reasonable to expect that if new special assessments or utility fees are incurred this would be passed on to the residents.

ENFORCEMENT OF PARK POLICIES: Tenants are allowed six months to comply with park policies after receiving a written notice of violation.

- Park policies are in place for the safety and welfare of all the tenants. Compliance with policies and responsiveness to violations are important to insure the quiet enjoyment of all the tenants. Six months does not allow operators to react to issues within the park. Eviction proceedings cannot begin until after this time, allowing violators to continue for months on end.

PENALTIES: Allows for a \$1,000 penalty to the operator in addition to attorney's fees should a tenant bring a claim.

- These provisions invite frivolous legal actions and unrightfully carve out extra provisions on mobile park operators not applied to all landlords. Current landlord and contract laws adequately protect tenants and small claims courts provide reasonable forums for legal complaints.

Sincerely,

Doug Vetter

March 9, 2021

Testimony in Opposition of SB2159

Dear Chairman and Members of the Committee,

My name is Toria Ripplinger and I am the Assistant Community Manager for Colonial Estates and Tatley Meadows, both Havenpark Communities.

I am writing to testify in opposition to SB2159. Our tenants have been scared into thinking that this bill is going to protect them from big evil out of state companies. They are being asked to sign petitions and to testify in support of the bill. I am concerned that they don't understand the facts.

Havenpark is a good company that has put a lot of money into community improvements. The stories the tenants are hearing are simply not true and are made up to scare them into thinking this bill is going to do something it's not.

Please vote no on SB2159. This doesn't protect the tenants.

Thank you,

Toria Ripplinger

March 9, 2021

Testimony in Opposition of SB2159

Dear Chairman and Members of the Committee,

My name is Gerald Pinks and I am the Community Manager for Holiday Estates a Havenpark Community. I am testifying in opposition of SB2159. Please vote no.

We must set aside and recognize the government overreach this bill introduces. Additionally, the unfairness as it doesn't apply to rental companies across board. Are apartment owners and other property management companies subject to the same rules? We all want good tenants' rights... and even our company aside, there are a lot of small privately owned manufactured home communities that would be forced to rent or build office spaces and hire employees that they can't afford in addition to the other costly measures. It would be those tenants that pay the price in higher rent... people would be displaced.

Please vote against SB2159.

Thank you,

Gerald Pinks

8520

March 10, 2021

Dear Chairman and members committee,

My name is Adrian Brown and I have been a resident of Haycreek for 15 years. I was a tenant before Havenpark and have stayed. I enjoy living in this community and have not had any problems with Havenpark. They have made improvements to the community that I really enjoy. It is safer and cleaner since they bought it. Especially in Haycreek there was a lot of drug activity and Havenpark has really done a good job cleaning this issue up.

I am against SB2159 because I don't think it is in our best interest. This bill would cause our lot rents to go up because of the requirements it makes like having an office and an employee. I also don't like the restrictions it places on enforcing rules. The park owners need to be able to enforce rules so that everyone can enjoy the park and have a nice place to live.

Please vote no on SB2159.

Thank you,

Adrian Brown

8528

March 10, 2021

Vote no on SB2159.

Dear Chairman and Members of the Committee,

My name is Herman Kesterke and I am the manager and on the board of directors for North Valley Community. Please vote no on SB2159. Although I agree with some parts of the bill as they are basic tenant rights that most people already comply with. However, there are some things in this bill that would cost the tenants a lot of money. For example, if we had to hire an employee and have an office it would cost each tenant at least \$25 a month extra on their lot rent. I also disagree with not being able to enforce rules in a timely matter. We need to enforce rules as people break them to keep everyone safe and happy and run efficiently.

Thank you,

Herman Kesterke

8564

March 10, 2021

Dear Chairman and committee members,

My name Gary Zander and I am a resident of Tately Meadows. I have lived here for 11 years. Prior ownership took good care of the park and it is a nice place to live. Havenpark has made improvements to Tatley that have made it even nicer. They have trimmed the trees and redone some of the roads and plan to finish them this summer. I have not had any issues with Havenpark taking over managing the community.

I am against SB2159 because it will increase rents and cause park managers to not be able to enforce the rules as needed and in a timely manner. Rules need to be enforced when they are broken. The rules are what keep our communities safe and clean.

Please vote no on SB2159.

Thank you,

Gary Zander

March 10,2021

Senators,

I am addressing several of the proposals to the Mobile and Manufactured housing Park bill No 2159-67

Number one hours of operation. You are asking someone to be in the office 9 hours a day 5 days a week.

Why would someone sit there and wait for someone to come in. I manage one of the courts in Bismarck and I am outside working on grounds, visiting with tenants and doing safety checks. To hire a secretary fulltime to sit there to talk to people seems a waste of time and money. The tenant is given my number at the time of application to move into the court along with all court rules. And at least 3 more times in the year in a letter of court updates sent to each household with my number and the assistant's number.

This would increase court expenses by \$2400.00 per month or a minimum of \$32000.00 per year which of course would be added to each and every tenants rent. Other expenses involved would be an office, heat and cooling and office equipment and insurances. All told you are asking us to raise our tenants rent by at least a minimum of \$30.00 per month for someone to sit and wait for one person a month to come in ad inquire if there are any open spaces, not handle day to day problems.

As management we already have 24- hour phone response, and if management should leave the court for more than an 8- hour period we have set in place an assistant manager, and 2 resident assistants to handle any in court problems such as tornados, fire, waterline breaks, car accidents, speeding, etc.etc.

Your request for 6 months of compliance notice to rules is far to distant to protect rest of the tenants. With the changing status of our country, we have had to write in rules about drugs and dangerous dogs. much faster than that. Why would we allow someone to use and distribute drugs on our property, then give them six months to comply to our notice. I am just naming two major items we have faced in the last 2 months with the help of the Sheriffs dept. Six months to comply with

a letter delivered by the Sherriff saying that they can' t use drugs in out court are outrageous! By then the neighboring good tenants would move out and this would be a haven for drug pushers!!! We would be defending the offender "proven with police evidence" rather than the good tenant complying with all court rules. Within the city you do not have this waiting period why in courts alone? If you had children living in your household would you want to have to wait six months for the courts to remove a known drug house?

I will address compliance again, we set a standard for yard maintenance and in the short summers of North Dakota A letter in June telling them to spray for weeds and weekly mow their yards and remove rubbish could not be enforced until December. I think it would be a little Late don't you?

You are trying to set rules for the courts you would and could not live with self.

8572

March 10, 2021

Dear Chairman and members of the committee,

My name is Mark Horning and I am a resident of Tatley Meadows. I have lived here since 2007. Prior management took good care of the park and it is a nice place to live. Havenpark purchased it and they have trimmed the trees and improved the roads. They are doing a good job. I have not had any problems with Havenpark as a manager. Compared to the other communities in Bismarck I feel that Tatley Meadows is the premiere community to live in.

I do not support SB2159 because I think it will increase my lot rent and make it so management can't enforce the rules. Park rules are what keep this a nice and safe place to live.

Thank you,

Mark Horning

Chairperson and Committee members of House Industry, Business & Labor

I am writing in favor of HB2159 and asking for a DO PASS.

My elderly Mother lives in a mobile home park in Bismarck. Mobile Home parks used to be great for young couples to start out by purchasing a mobile home and working their way up to their eventual dream home. I moved to Bismarck in 1989 and purchased a fixer upper in Tatley Meadows. We had no money but wanted to work and pay reasonable lot rent while saving up for our dream home in the country. We were able to do this and it made all the difference in our little family!!

My Mom is on the verge of being forced to sell because lot rent has skyrocketed with little to no notice. Mobile home insurance is next to impossible to get and costs more than most owners can afford.

Please give my mom and others who are struggling to be able to live in a reasonably priced starter home or for elderly a place with a little back yard and lifestyle outside of an apartment.

We appreciate a DO PASS VOTE 😊

Thank you!

Bea Streifel

District 8 Bismarck ND

8584

March 10, 2021

Dear Chairman and members committee,

My name is Kendra Stein I have been a resident to Haycreek for about 6 ½ months. My boyfriend has lived in Haycreek prior to me moving in so I was familiar with it before Havenpark bought it. Before Havenpark bought this, I felt like the trailer court was somewhat of a mess and had a lot of drug activity. Havenpark has done a really nice job cleaning it up. I feel like this is now a safe and clean place to raise a family. I really enjoy living here and feel like they continue to make improvements without drastically increasing lot rent.

I strongly disagree with SC2159. I don't think SC2159 is in the best interest of the tenants. If Havenpark is required to have an office and an employee at every court this would cause lot rent to go up. There is no need to have a manager/employee on site as they do a really good job with sending maintenance if needed, following up on issues, ect. the way that it is set up now. I also don't like the restrictions it has on enforcing the rules. For example, if we have a neighbor that is dealing drugs or having loud parties at all hours of the night Havenpark should be able to continue to enforce the rules so that this continues to be an enjoyable and nice place to live. Havenpark is doing a very nice job.

Please vote no on SB2159.

Thank you,

Kendra Stein

8603

3/10/2021

SENATE BILL NO. 2159

Dear Chairman and Committee Members,

Hello, my name is Shasta Riederer and I have been a resident of Tatley Meadows for almost 14 years now. I have also been a resident of Stardust Terrace, in my more youthful days, and Colonial Estates for a brief time. I currently have family that still resides there and has for nearly 30 years.

I write to you today to provide you with a different perspective concerning the acquirement of these mobile home parks by an out of state corporation.

In the Summer of 2019, while the purchase of Colonial Estates was still in closing, I interviewed for the park manager position. I had previous experience in managing a 260-unit multi-family complex and was eager for a new challenge. During the interview I inquired as to who was purchasing the company. I asked about what changes were going to be made to further a deeper understanding of the position. We spoke about things like rent raises and installing water meters. I suggested to the young gentlemen interviewing me that I was concerned there was going to be issues with the city and the residents concerning certain changes. I also blatantly stated my opinion that the people of North Dakota are a stubborn bunch and that we were not exactly fans of change because we like to hold onto our local values. Upon arriving at home, I did my research on the company and noticed that they did not always have the best tenant communication skills, and that they had been acquiring other properties across the Midwest and not without challenges. I was not disappointed when I did not receive a call for a second interview.

A few months later, someone brought me the new 30-page lease that they had issued for Colonial Estates. They asked me to review it and wanted my take on if anything was illegal or unjust. I was educated on tenant/landlord law and city ordinance, so I took a look and made notes. It was lengthy and seemed more of a blanket lease than it was one made specifically for our area. I am relieved to see it was cut down to its current state.

Roughly a year after that, I noticed a Facebook group that was formed by fellow tenants of the communities that were being bought up by Havenpark. I joined this group in hopes that my experience and understanding of the industry would be helpful in lobbying with them. It became clear quickly that my conservative point of view was not that of the masses. The tone of the group did not collectively reflect the mission statement it put forth and I was quickly chastised and ridiculed for my stance on most of the complaints of that particular group. It seemed that only one agenda was acceptable and if you did not just jump on the “hate wagon” you were not an asset to them. I was accused of being “paid off” by management or being in cahoots with the investors. I was also privately messaged by people who obviously were fueled more by hate and ignorance, than common sense and rational. I was accused of not having compassion or a heart, among other choice words. And with that, I bowed out of joining their fight. As Mindy Teske said in her statement, I gave pause about stating my opinion openly because of persecution and consequences.

Upon this bill being brought to my attention, I felt it important that the committee knows that not everyone in these mobile home communities feels under attack. When you look at the bigger picture, just because we live in trailer park does not mean we are immune to inflation and corporate takeovers. I am a lifelong resident of Bismarck and like to think I am well educated on the ins and outs of real estate trends and market fluctuations. I am all for affordable housing. People need to have places to live that cannot afford to buy homes or even rent apartments in Bismarck’s strong sellers’ market. I will not get into my opinion on fair rent values. That is subjective and I think it’s too late in the game for those such considerations. What I do want to address is where we go from here and highlight some of the things that have been improved upon by our management and the new ownership.

Upon Havenpark acquiring Tatley Meadows, the following improvements have been made.

- A user-friendly tenant portal has been implemented that allows rent to be deducted electronically. This solves the problem of missing rent checks, but a lot of people will not commit to the process.

- A substantial amount of tree removal and trimming was done. This was neglected by the previous owners, causing safety hazards to many homes, including my own.
- Street repairs were performed to asphalt and curbs
- Snow removal is always done in a timely manner when the set threshold of snowfall is reached.
- Recreational improvements were completed. New basketball hoop and pad installed, new pool furniture was purchased, and landscaping was done
- New street signage was erected making directing traffic clearer for visitors
- Yard edging was completed on each yard, enhancing curb appeal
- New stone signage was installed to identify park entrance more clearly
- Fresh paint applied to mailbox areas and barriers installed
- Additional maintenance personal hired to take the pressure off the management team
- Abandoned and dilapidated homes were removed, and some were replaced with new affordable homes.

These were the improvements that I have noticed in my park alone. I have also noticed additional improvements upon driving around town to the other parks I cruise by on a regular basis. Stardust Terrace has new lights installed making a once unsafe feeling, dark park more illuminated. They also have new entry way signage. Colonial estates has new signage and a new play structure for recreation.

With that being said, I ask you, would an out of state company coming in with the soul intention of being as “predatory” as they are portrayed to be, invest this much capital in their properties? I for one, would happily pay a little bit more rent to know that my home value and standard of living is being maintained or improved upon. I think some people feel they are being treated unfairly because past landlords and owners let certain things slide and because regulations have not kept up with the times. If Havepark had not have bought these parks, somebody else would have and we would most likely be stuck in the same predicament. I do have compassion for the people who have been financially affected by the increases in rents, but in reality, these increases are based on the market and inflation and they are happening everywhere, not just our parks. This

is where I think there is a disconnect between tenants and so-called greedy investors.

Among the parks around town, and on average, our rents tend to go up between 10 and 25 dollars every year regardless of who owns them. I am not sure how much anyone has broken down the rent comparisons around town, but based on my calculations, we are still getting a heck of a deal leasing land from these owners. I witnessed homeowners paying \$400 this summer for water bills alone that is equal to my lot rent, and I can water all day if I want to.

In closing, and as far as this bill goes, I think its important to be careful what we ask for. I think we would be naive to think that the cost of on-site offices and personnel for every park in the state, regardless of how many units it has will not be passed down to the tenants. Landlords are simply not going to just absorb that cost. I do agree something needs to be implemented that makes contacting management more streamlined. I have never had an issue in this regard, but I have heard about people who have.

I follow the rules of my park and have very little tolerance for those who abuse them because they think they can. But as far as giving someone 6 months to fix a lease violation before being able to file for eviction seems excessive to me and in my opinion, ties the hands of management as far as holding people accountable. I for one do not want to stare at dog poo, or broke down cars, or someone's old couch on their porch for 6 months and I ask you to further consider amending this bill in these areas.

I thank you for your time and am open to any questions you may have.

8607

March 10, 2021

Dear Chairman Lefor and members of the committee,

Thank you for hearing my testimony today. My name is Arin Burningrud and I am the maintenance technician for Tatley Meadows. I have worked here for a year now. My prior experience was doing HVAC and site maintenance since 2015 as my own business. I have enjoyed working for Havenpark.

I have seen many improvements to the parks since Havenpark bought them. There have been really nice things like the signs at the entrance, street signs, trees trimmed and newly paved roads. One of the biggest things is that they have removed all of the abandon homes. These homes were not nice to look at and were a danger to the community. I feel like the improvements to the community have made the tenants more proud to live her. This is a nice place to work and live. I have lived in Tately for 17 years and enjoy it.

Please vote no on SB2159. This bill will restrict our ability to enforce rules, and can cause costs to go up for all of the tenants.

Thank you,

Arin Burningrud

March 10, 2021

My name is Heather Wynstra and I am the Community Manager for Starcrest Terrace and Haycreek Court; two Havenpark Communities in Bismarck, ND.

I have worked with the previous owners for almost a year, before Havenpark took over and I stayed on as a Havenpark employee.

Since Havenpark has Purchased Starcrest Terrace in 2020. One of the first and most important improvements they made was to change the name. Previously it was called StarDUST Terrace. This had a negative connotation associated with the drug activity in the park. This should highlight just how important the details are to Havenpark. Since then, we have worked with law enforcement to reduce and ultimately eliminate the drug activity in our park.

Additional efforts have been made to clean up the park and make it safer for our residents. We have removed homes that were owned by the park and used as rentals. These homes were old and in bad shape. They went to the dump. These homes were not owned by tenants. We are replacing these homes with brand new homes. Havenpark has a home ownership program. Tenants are able to purchase a home at cost and without the markup they would pay from a local dealer. Two rental tenants have recently purchased brand new homes from us and are now homeowners. We do not profit from this program. This is to encourage home ownership and long tenancies within our communities.

Other improvements that we have made are:

- Within the first 2 months we had a tree service come in and go through the park and take trees that should have been taken down years ago and trimmed everything up
- We also got a new monument sign and street signs for the park
- New streetlights through the parks
- We have new homes coming in this year
- The roads are being repaved
- Made the office handicap accessible

Havenpark is pouring money into these communities. The rent increases have been minimal and are only reviewed annually. We provide notice in November for increases that will take place in January. Lot rent did not go up in 2020 due to COVID. Lot rent increased in 2021 in Starcrest by \$19 per lot from \$399 and at Haycreek it went from \$391 to \$410 per month. These increases are minimal in comparison to the amount of money Havenpark is putting into the community. We do not charge premium site fees and we do not charge pet fees. The only sites that pay a pet fee are the rentals and that is a one time pet deposit and not a monthly fee.

Please vote no on SB2159. This bill will increase base/lot rents and will not allow operators to enforce the rules as needed. We need to provide affordable housing in safe and clean communities.

Thank you,

Heather Wynstra

2021 HOUSE STANDING COMMITTEE MINUTES

Industry, Business and Labor Committee Room JW327C, State Capitol

SB 2159
3/17/2021
Subcommittee

Mobile home park tenant rights.

(3:05) Rep Louser called the subcommittee to order.

Rep Louser-Chairmen, Rep Nehring, Rep O'Brien, Rep Stemen & Rep Thomas. All present.

Discussion Topics:

- Subcommittee work

Amendment was passed out 21.0204.02001. Attachments # 9883 & 9884.

Todd Kranda~Kelsch Law Firm. Answered questions. (Favor)

Dustin Aussel~Legislative Council. Answered questions. (Neutral)

Amanda Parent~Representing Havenpark Communities. Answered questions.

(Opposition)

Jodie McDougal~Attorney-Davis Brown Law Firm-Manufactured Housing. Answered questions. (Opposition)

Kent French~Representing the park residents. Answered questions. (Favor)

Ken Dale~Impact Communities. Answered questions. (Favor)

Rep Louser closed the subcommittee work session.

(4:17) End time.

Ellen LeTang, Committee Clerk

PROPOSED AMENDMENTS TO ENGROSSED SENATE BILL NO. 2159

Page 1, line 1, replace "two" with "a"

Page 1, line 1, replace "sections" with "section"

Page 1, line 2, after the first semicolon insert "and"

Page 1, line 2, remove "; and to provide"

Page 1, line 3, remove "an effective date"

Page 1, line 7, after the boldfaced dash insert "**Ownership -**"

Page 1, line 8, after "that" insert "owns or"

Page 1, line 15, replace "Employ" with "Designate"

Page 1, line 20, remove "advance"

Page 1, line 21, replace "at least thirty" with "within ten"

Page 1, line 21, replace "before" with "after"

Page 2, line 5, after "that" insert "owns or"

Page 2, line 7, after "park" insert ", except as otherwise provided by law"

Page 2, line 8, after "that" insert "owns or"

Page 2, line 11, remove "Upon the effective date of modifications to park rules and regulations, an owner"

Page 2, remove lines 12 through 15

Page 2, line 16, after "that" insert "owns or"

Page 2, line 19, after "that" insert "owns or"

Page 2, line 26, remove "An owner or employee of a mobile home park may not enter the dwelling unit of a"

Page 2, remove lines 27 through 30

Page 3, remove lines 1 and 2

Page 3, line 3, remove "8."

Page 3, line 6, replace "9." with "8."

Page 3, line 6, after "that" insert "owns or"

Page 3, line 8, after "obligation" insert "or bill the tenant as a separate charge based on actual usage"

Page 3, line 10, after "fee" insert "that may not exceed ten percent of the actual cost per unit amount paid or five dollars, whichever is less"

Page 3, line 17, replace "10." with "9."

Page 3, remove lines 20 through 31

Page 4, remove lines 1 through 31

Page 5, remove lines 1 through 21

Renumber accordingly

Sixty-seventh
Legislative Assembly
of North Dakota

ENGROSSED SENATE BILL NO. 2159

Introduced by

Senators Dever, Larson, Poolman

Representatives Bellew, Karls, Toman

1 A BILL for an Act to create and enact ~~two~~^a new ~~sections~~^{section} to chapter 47-10 of the North
2 Dakota Century Code, relating to mobile home park tenant rights; ~~and~~ ^{and} to provide a penalty; ~~and~~
3 ~~to provide an effective date.~~

4 **BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:**

5 **SECTION 1.** A new section to chapter 47-10 of the North Dakota Century Code is created
6 and enacted as follows:

7 **Mobile home park - Ownership - Transfer of ownership - Tenant rights - Penalty.**

- 8 1. A person that owns or purchases an existing mobile home park shall:
- 9 a. Obtain an annual license under section 23-10-03;
- 10 b. Designate an official local office, which must be operational on the first day after
11 acquiring ownership. The official local office shall:
- 12 (1) Have a designated telephone number manned on weekdays between the
13 hours of eight a.m. and five p.m.;
- 14 (2) Have an operational emergency contact number manned at all times;
- 15 (3) ~~Employ~~^{Designate} at least one individual for the property who has the
16 authority to make decisions on behalf of and perform, or direct the
17 performance of, duties imposed on the owner; and
- 18 (4) Provide a tenant with the contact information of the individual under
19 paragraph 3;
- 20 c. Provide ~~advance~~ written notice to a tenant of the mobile home park regarding the
21 transfer of ownership ~~at least thirty~~^{within ten} days ~~before~~^{after} the change of
22 ownership becomes effective. The written notice must include the information
23 required under subdivision b;

- 1 d. Provide a tenant with a copy of the rules and regulations of the mobile home
2 park, pursuant to section 23-10-10, on the first day after acquiring ownership; and
3 e. Respond to tenant inquiries or complaints regarding the park, pursuant to section
4 23-10-10.1, within forty-eight hours of receiving the inquiry or complaint.
- 5 2. A person that owns or purchases an existing mobile home park may not require a
6 tenant who owns a mobile home located on the property to sell or transfer ownership
7 of the home to the owner of the mobile home park, except as otherwise provided by
8 law.
- 9 3. Except as provided under subsections 4 and 5, a person that owns or purchases an
10 existing mobile home park shall provide a tenant advance written notice of any
11 modifications to park rules or regulations at least six months before the date the
12 modifications take effect. ~~Upon the effective date of modifications to park rules and~~
13 ~~regulations, an owner shall provide a tenant who owns a dwelling unit that fails to~~
14 ~~comply with the park rules and regulations written notice of the failure to comply and~~
15 ~~provide the tenant six months to remedy the failure or vacate the premises before~~
16 ~~initiating an action for eviction against the tenant.~~
- 17 4. A person that owns or purchases an existing mobile home park shall provide a tenant
18 advance written notice of any modifications to park rules and regulations addressing
19 sanitation and safety concerns at least thirty days before the date the modifications
20 take effect.
- 21 5. A person that owns or purchases an existing mobile home park shall provide a tenant
22 advance written notice at least thirty days before implementing a rule or regulation
23 regarding the removal of a tongue hitch, or any other modification to the dwelling unit
24 to comply with state or federal housing or financing requirements.
- 25 6. Mobile home park rules in effect on the date advance written notice regarding
26 modifications is provided to a tenant remain in effect until the date the modified rules
27 or regulations take effect.
- 28 7. ~~An owner or employee of a mobile home park may not enter the dwelling unit of a~~
29 ~~tenant located in the park unless:~~
30 ~~a. The tenant provides consent;~~

1 ~~b. The owner or employee provides the tenant advance notice identifying a specific~~
2 ~~date and time for the entry; or~~

3 ~~c. An emergency exists which would result in serious injury, damage to the dwelling~~
4 ~~unit, or damage to a neighboring dwelling unit.~~

5 ~~8. A person that purchases an existing mobile home park may not increase the monthly~~
6 ~~tenant rental obligation for six months if the rental amount was increased within the~~
7 ~~sixty day period before the date the new owner acquired ownership of the park.~~

8 **9.8.** A person that owns or purchases an existing mobile home park may purchase utility
9 services, including water and sewer services on behalf of a tenant, and include the
10 amount in the monthly rental obligation or bill the tenant as a separate charge based
11 on actual usage. An owner may not charge a tenant more than the actual cost per unit
12 amount paid by the landlord to the utility service provider, except for a reasonable
13 administrative fee that may not exceed ten percent of the actual cost per unit amount
14 paid or five dollars, whichever is less. An owner may not charge or back charge for the
15 utility services of a tenant paying for the services as a portion of the tenant's monthly
16 rental obligation, unless the cost of providing the services increases. If the cost of
17 providing utility services increases, an owner of a mobile home park may charge a
18 tenant a reasonable amount to cover the increased cost of providing the service. The
19 owner shall provide the tenant access to the records of meter readings taken at the
20 mobile home lot of the tenant.

21 **10.9.** A person that violates a provision of this section is subject to a civil penalty not
22 exceeding one thousand dollars or actual damages, whichever is less, plus
23 reasonable attorney's fees and costs.

24 ~~SECTION 2. A new section to chapter 47-10 of the North Dakota Century Code is created~~
25 ~~and enacted as follows:~~

26 ~~**Mobile home park - Ownership - Tenant rights - Penalty.**~~

27 ~~1. A person that owns a mobile home park shall:~~

28 ~~a. Obtain an annual license under section 23-10-03;~~

29 ~~b. Designate an official local office, which must:~~

30 ~~(1) Have a designated telephone number manned on weekdays between the~~
31 ~~hours of eight a.m. and five p.m.;~~

- 1 ~~————— (2) Have an operational emergency contact number manned at all times;~~
- 2 ~~————— (3) Employ at least one individual for the property who has the authority to~~
3 ~~make decisions on behalf of and perform, or direct the performance of,~~
4 ~~duties imposed on the owner; and~~
- 5 ~~————— (4) Provide a tenant with the contact information of the individual under~~
6 ~~paragraph 3;~~
- 7 ~~————— c. Provide advance written notice to a tenant of the mobile home park at least thirty~~
8 ~~days before a change of ownership becomes effective. The written notice must~~
9 ~~include the information required under subdivision b;~~
- 10 ~~————— d. Provide a tenant with a copy of the rules and regulations of the mobile home~~
11 ~~park, pursuant to section 23-10-10; and~~
- 12 ~~————— e. Respond to tenant inquiries or complaints regarding the park, pursuant to section~~
13 ~~23-10-10.1, within forty-eight hours of receiving the inquiry or complaint.~~
- 14 ~~———— 2. A person that owns a mobile home park may not require a tenant who owns a mobile~~
15 ~~home located on the property to sell or transfer ownership of the home to the owner of~~
16 ~~the mobile home park.~~
- 17 ~~———— 3. Except as provided under subsections 4 and 5, a person that owns a mobile home~~
18 ~~park shall provide a tenant advance written notice of any modifications to park rules or~~
19 ~~regulations at least six months before the date the modifications take effect. Upon the~~
20 ~~effective date of modifications to park rules and regulations, an owner shall provide a~~
21 ~~tenant who owns a dwelling unit that fails to comply with the park rules and regulations~~
22 ~~written notice of the failure to comply and provide the tenant six months to remedy the~~
23 ~~failure or vacate the premises before initiating an action for eviction against the tenant.~~
- 24 ~~———— 4. A person that owns a mobile home park shall provide a tenant advance written notice~~
25 ~~of any modifications to park rules and regulations addressing sanitation and safety~~
26 ~~concerns at least thirty days before the date the modifications take effect.~~
- 27 ~~———— 5. A person that owns a mobile home park shall provide a tenant advance written notice~~
28 ~~at least thirty days before implementing a rule or regulation regarding the removal of a~~
29 ~~tongue hitch, or any other modification to the dwelling unit to comply with state or~~
30 ~~federal housing or financing requirements.~~

- 1 ~~6. Mobile home park rules in effect on the date advance written notice regarding~~
2 ~~modifications is provided to a tenant remain in effect until the date the modified rules~~
3 ~~or regulations take effect.~~
- 4 ~~7. An owner or employee of a mobile home park may not enter the dwelling unit of a~~
5 ~~tenant located in the park unless:~~
- 6 ~~a. The tenant provides consent;~~
7 ~~b. The owner or employee provides the tenant advance notice identifying a specific~~
8 ~~date and time for the entry; or~~
- 9 ~~c. An emergency exists which would result in serious injury, damage to the dwelling~~
10 ~~unit, or damage to a neighboring dwelling unit.~~
- 11 ~~8. A person that owns a mobile home park may purchase utility services, including water~~
12 ~~and sewer services on behalf of a tenant, and include the amount in the monthly rental~~
13 ~~obligation. An owner may not charge a tenant more than the actual cost per unit~~
14 ~~amount paid by the landlord to the utility service provider, except for a reasonable~~
15 ~~administrative fee. An owner may not charge or back charge for the utility services of a~~
16 ~~tenant paying for the services as a portion of the tenant's monthly rental obligation,~~
17 ~~unless the cost of providing the services increases. If the cost of providing utility~~
18 ~~services increases, an owner of a mobile home park may charge a tenant a~~
19 ~~reasonable amount to cover the increased cost of providing the service. The owner~~
20 ~~shall provide the tenant access to the records of meter readings taken at the mobile~~
21 ~~home lot of the tenant.~~
- 22 ~~9. A person that violates a provision of this section is subject to a civil penalty not~~
23 ~~exceeding one thousand dollars or actual damages, whichever is less, plus~~
24 ~~reasonable attorney's fees and costs.~~
- 25 ~~**SECTION 3. EFFECTIVE DATE.** Section 2 of this Act becomes effective on October 1,~~
26 ~~2021.~~

2021 HOUSE STANDING COMMITTEE MINUTES

Industry, Business and Labor Committee
Room JW327C, State Capitol

SB 2159
3/23/2021 AM
Subcommittee

Mobile home park tenant rights.

(10:01) Rep Louser called the subcommittee to order.

Representatives	Attendance	Representatives	Attendance
Rep Louser	P	Rep O'Brien	P
Rep Nehring	P	Rep Stemen	P
Rep Thomas	P		

Discussion Topics:

- Protection rights for mobile & manufactured park communities

Rep O'Brien's amendment 21.0204.02002. Attachment #10534 & 10535.

Todd Kranda~Kelsch Law Firm. Testified in support.

Amanda Parent~Representing Havenpark Communities. Testified in opposition.

Jodie McDougal~Attorney-Davis Brown Law Firm-Manufactured Housing. Testified in opposition.

Kent French~Representing the park residents. Testified in support.

Rep Louser closed the subcommittee & meet again this afternoon at 2:30.

(10:58) End time.

Ellen LeTang, Committee Clerk

PROPOSED AMENDMENTS TO ENGROSSED SENATE BILL NO. 2159

Page 1, line 1, replace "two" with "a"

Page 1, line 1, replace "sections" with "section"

Page 1, line 2, after the first semicolon insert "and"

Page 1, line 2, remove "; and to provide"

Page 1, line 3, remove "an effective date"

Page 1, line 7, after "**park**" insert "**- Ownership**"

Page 1, line 8, after "that" insert "owns or"

Page 1, line 10, after the underscored comma insert "except if the mobile home park contains fewer than twenty-six lots."

Page 1, line 10, replace "first" with "fifth business"

Page 1, line 11, replace "acquiring" with "the change of"

Page 1, line 11, after the underscored period insert:

"c."

Page 1, line 11, replace "official local office" with "mobile home park"

Page 1, line 15, replace "Employ" with "Designate"

Page 1, line 20, replace "c." with "d."

Page 1, line 20, remove "advance"

Page 1, line 21, replace "transfer" with "change"

Page 1, line 21, replace "at least thirty" with "within five business"

Page 1, line 21, replace "before" with "after"

Page 2, remove line 1

Page 2, line 2, remove "park, pursuant to section 23-10-10, on the first day after acquiring ownership;"

Page 2, line 5, after "that" insert "owns or"

Page 2, line 7, after "park" insert ", except as otherwise provided by law"

Page 2, line 8, after "that" insert "owns or"

Page 2, line 10, replace "six months" with "thirty days"

Page 2, line 13, replace "six" with "five"

Page 2, line 15, after the underscored period insert "During the five-month period the tenant shall comply with the park rules and regulations that were in effect before the"

modifications became effective, including the payment of rent and any other financial obligations under the terms of the lease."

Page 2, line 16, after "that" insert "owns or"

Page 2, line 19, after "that" insert "owns or"

Page 2, line 26, remove "An owner or employee of a mobile home park may not enter the dwelling unit of a"

Page 2, remove lines 27 through 30

Page 3, remove lines 1 and 2

Page 3, line 3, remove "8."

Page 3, line 6, replace "9." with "8."

Page 3, line 6, after "that" insert "owns or"

Page 3, line 8, after "obligation" insert "or bill the tenant as a separate charge based on actual usage"

Page 3, line 10, after "fee" insert "that may not exceed three dollars"

Page 3, line 17, replace "10." with "9."

Page 3, remove lines 20 through 31

Page 4, remove lines 1 through 31

Page 5, remove lines 1 through 21

Renumber accordingly

Sixty-seventh
Legislative Assembly
of North Dakota

ENGROSSED SENATE BILL NO. 2159

Introduced by

Senators Dever, Larson, Poolman

Representatives Bellew, Karls, Toman

1 A BILL for an Act to create and enact ~~two~~^a new ~~sections~~^{section} to chapter 47-10 of the North
2 Dakota Century Code, relating to mobile home park tenant rights; ~~and~~ ^{and} to provide a penalty; ~~and~~
3 ~~to provide an effective date.~~

4 **BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:**

5 **SECTION 1.** A new section to chapter 47-10 of the North Dakota Century Code is created
6 and enacted as follows:

7 **Mobile home park - Ownership - Transfer of ownership - Tenant rights - Penalty.**

- 8 1. A person that owns or purchases an existing mobile home park shall:
- 9 a. Obtain an annual license under section 23-10-03;
- 10 b. Designate an official local office, ~~except if the mobile home park contains fewer~~
11 than twenty-six lots, which must be operational on the ~~first~~^{first} ~~business~~ day after
12 ~~acquiring~~ the change of ownership.
- 13 c. The ~~official local office~~ mobile home park shall:
- 14 (1) Have a designated telephone number manned on weekdays between the
15 hours of eight a.m. and five p.m.;
- 16 (2) Have an operational emergency contact number manned at all times;
- 17 (3) ~~Employ~~ ^{Designate} at least one individual for the property who has the
18 authority to make decisions on behalf of and perform, or direct the
19 performance of, duties imposed on the owner; and
- 20 (4) Provide a tenant with the contact information of the individual under
21 paragraph 3;
- 22 e.d. Provide ~~advance~~-written notice to a tenant of the mobile home park regarding the
23 ~~transfer~~ change of ownership ~~at least thirty~~ within five business days ~~before~~^{after}.

1 the change of ownership becomes effective. The written notice must include the
2 information required under subdivision b;

3 ~~d. Provide a tenant with a copy of the rules and regulations of the mobile home~~
4 ~~park, pursuant to section 23-10-10, on the first day after acquiring ownership; and~~

5 e. Respond to tenant inquiries or complaints regarding the park, pursuant to section
6 23-10-10.1, within forty-eight hours of receiving the inquiry or complaint.

7 2. A person that owns or purchases an existing mobile home park may not require a
8 tenant who owns a mobile home located on the property to sell or transfer ownership
9 of the home to the owner of the mobile home park, except as otherwise provided by
10 law.

11 3. Except as provided under subsections 4 and 5, a person that owns or purchases an
12 existing mobile home park shall provide a tenant advance written notice of any
13 modifications to park rules or regulations at least ~~six months~~thirty days before the date
14 the modifications take effect. Upon the effective date of modifications to park rules and
15 regulations, an owner shall provide a tenant who owns a dwelling unit that fails to
16 comply with the park rules and regulations written notice of the failure to comply and
17 provide the tenant ~~six~~five months to remedy the failure or vacate the premises before
18 initiating an action for eviction against the tenant. During the five-month period the
19 tenant shall comply with the park rules and regulations that were in effect before the
20 modifications became effective, including the payment of rent and any other financial
21 obligations under the terms of the lease.

22 4. A person that owns or purchases an existing mobile home park shall provide a tenant
23 advance written notice of any modifications to park rules and regulations addressing
24 sanitation and safety concerns at least thirty days before the date the modifications
25 take effect.

26 5. A person that owns or purchases an existing mobile home park shall provide a tenant
27 advance written notice at least thirty days before implementing a rule or regulation
28 regarding the removal of a tongue hitch, or any other modification to the dwelling unit
29 to comply with state or federal housing or financing requirements.

1 6. Mobile home park rules in effect on the date advance written notice regarding
2 modifications is provided to a tenant remain in effect until the date the modified rules
3 or regulations take effect.

4 7. ~~An owner or employee of a mobile home park may not enter the dwelling unit of a~~
5 ~~tenant located in the park unless:~~
6 ~~a. The tenant provides consent;~~
7 ~~b. The owner or employee provides the tenant advance notice identifying a specific~~
8 ~~date and time for the entry; or~~
9 ~~c. An emergency exists which would result in serious injury, damage to the dwelling~~
10 ~~unit, or damage to a neighboring dwelling unit.~~

11 ~~8. A person that purchases an existing mobile home park may not increase the monthly~~
12 ~~tenant rental obligation for six months if the rental amount was increased within the~~
13 ~~sixty day period before the date the new owner acquired ownership of the park.~~

14 9.8. A person that owns or purchases an existing mobile home park may purchase utility
15 services, including water and sewer services on behalf of a tenant, and include the
16 amount in the monthly rental obligation or bill the tenant as a separate charge based
17 on actual usage. An owner may not charge a tenant more than the actual cost per unit
18 amount paid by the landlord to the utility service provider, except for a reasonable
19 administrative fee that may not exceed three dollars. An owner may not charge or
20 back charge for the utility services of a tenant paying for the services as a portion of
21 the tenant's monthly rental obligation, unless the cost of providing the services
22 increases. If the cost of providing utility services increases, an owner of a mobile home
23 park may charge a tenant a reasonable amount to cover the increased cost of
24 providing the service. The owner shall provide the tenant access to the records of
25 meter readings taken at the mobile home lot of the tenant.

26 10.9. A person that violates a provision of this section is subject to a civil penalty not
27 exceeding one thousand dollars or actual damages, whichever is less, plus
28 reasonable attorney's fees and costs.

29 ~~SECTION 2. A new section to chapter 47-10 of the North Dakota Century Code is created~~
30 ~~and enacted as follows:~~

1 ~~Mobile home park – Ownership – Tenant rights – Penalty.~~

2 ~~1. A person that owns a mobile home park shall:~~

3 ~~a. Obtain an annual license under section 23-10-03;~~

4 ~~b. Designate an official local office, which must:~~

5 ~~(1) Have a designated telephone number manned on weekdays between the~~
6 ~~hours of eight a.m. and five p.m.;~~

7 ~~(2) Have an operational emergency contact number manned at all times;~~

8 ~~(3) Employ at least one individual for the property who has the authority to~~
9 ~~make decisions on behalf of and perform, or direct the performance of,~~
10 ~~duties imposed on the owner; and~~

11 ~~(4) Provide a tenant with the contact information of the individual under~~
12 ~~paragraph 3;~~

13 ~~c. Provide advance written notice to a tenant of the mobile home park at least thirty~~
14 ~~days before a change of ownership becomes effective. The written notice must~~
15 ~~include the information required under subdivision b;~~

16 ~~d. Provide a tenant with a copy of the rules and regulations of the mobile home~~
17 ~~park, pursuant to section 23-10-10; and~~

18 ~~e. Respond to tenant inquiries or complaints regarding the park, pursuant to section~~
19 ~~23-10-10.1, within forty-eight hours of receiving the inquiry or complaint.~~

20 ~~2. A person that owns a mobile home park may not require a tenant who owns a mobile~~
21 ~~home located on the property to sell or transfer ownership of the home to the owner of~~
22 ~~the mobile home park.~~

23 ~~3. Except as provided under subsections 4 and 5, a person that owns a mobile home~~
24 ~~park shall provide a tenant advance written notice of any modifications to park rules or~~
25 ~~regulations at least six months before the date the modifications take effect. Upon the~~
26 ~~effective date of modifications to park rules and regulations, an owner shall provide a~~
27 ~~tenant who owns a dwelling unit that fails to comply with the park rules and regulations~~
28 ~~written notice of the failure to comply and provide the tenant six months to remedy the~~
29 ~~failure or vacate the premises before initiating an action for eviction against the tenant.~~

- 1 ~~4. A person that owns a mobile home park shall provide a tenant advance written notice~~
2 ~~of any modifications to park rules and regulations addressing sanitation and safety~~
3 ~~concerns at least thirty days before the date the modifications take effect.~~
- 4 ~~5. A person that owns a mobile home park shall provide a tenant advance written notice~~
5 ~~at least thirty days before implementing a rule or regulation regarding the removal of a~~
6 ~~tongue hitch, or any other modification to the dwelling unit to comply with state or~~
7 ~~federal housing or financing requirements.~~
- 8 ~~6. Mobile home park rules in effect on the date advance written notice regarding~~
9 ~~modifications is provided to a tenant remain in effect until the date the modified rules~~
10 ~~or regulations take effect.~~
- 11 ~~7. An owner or employee of a mobile home park may not enter the dwelling unit of a~~
12 ~~tenant located in the park unless:~~
- 13 ~~a. The tenant provides consent;~~
- 14 ~~b. The owner or employee provides the tenant advance notice identifying a specific~~
15 ~~date and time for the entry; or~~
- 16 ~~c. An emergency exists which would result in serious injury, damage to the dwelling~~
17 ~~unit, or damage to a neighboring dwelling unit.~~
- 18 ~~8. A person that owns a mobile home park may purchase utility services, including water~~
19 ~~and sewer services on behalf of a tenant, and include the amount in the monthly rental~~
20 ~~obligation. An owner may not charge a tenant more than the actual cost per unit~~
21 ~~amount paid by the landlord to the utility service provider, except for a reasonable~~
22 ~~administrative fee. An owner may not charge or back charge for the utility services of a~~
23 ~~tenant paying for the services as a portion of the tenant's monthly rental obligation,~~
24 ~~unless the cost of providing the services increases. If the cost of providing utility~~
25 ~~services increases, an owner of a mobile home park may charge a tenant a~~
26 ~~reasonable amount to cover the increased cost of providing the service. The owner~~
27 ~~shall provide the tenant access to the records of meter readings taken at the mobile~~
28 ~~home lot of the tenant.~~
- 29 ~~9. A person that violates a provision of this section is subject to a civil penalty not~~
30 ~~exceeding one thousand dollars or actual damages, whichever is less, plus~~
31 ~~reasonable attorney's fees and costs.~~

1 | ~~SECTION 3. EFFECTIVE DATE. Section 2 of this Act becomes effective on October 1,~~
2 | ~~2021.~~

2021 HOUSE STANDING COMMITTEE MINUTES

Industry, Business and Labor Committee
Room JW327C, State Capitol

SB 2159
3/23/2021 PM
Subcommittee

Mobile home park tenant rights.

(2:30) Rep Louser called the subcommittee to order.

Representatives	Attendance	Representatives	Attendance
Rep Louser	P	Rep O'Brien	P
Rep Nehring	P	Rep Stemen	P
Rep Thomas	P		

Discussion Topics:

- Protection rights for mobile & manufactured park communities

Subcommittee discussed what was agreeable between parties.

Rep Louser closed the subcommittee work session.

(2:45) End time.

Ellen LeTang, Committee Clerk

2021 HOUSE STANDING COMMITTEE MINUTES

Industry, Business and Labor Committee
Room JW327C, State Capitol

SB 2159
3/24/2021

Mobile home park tenant rights.

(10:22) Chairman Lefor called the hearing to order.

Representatives	Attendance	Representatives	Attendance
Chairman Lefor	P	Rep Ostlie	P
Vice Chairman Keiser	P	Rep D Ruby	P
Rep Hagert	P	Rep Schauer	P
Rep Kasper	P	Rep Stemen	P
Rep Louser	P	Rep Thomas	P
Rep Nehring	P	Rep Adams	P
Rep O'Brien	P	Rep P Anderson	P

Discussion Topics:

- Committee work

Rep Louser moved amendment 21.0204.02003. Attachment #10641.

Rep Thomas second.

Voice vote Motion carried.

Rep Stemen moved a Do Pass as Amended.

Rep Adams second.

Representatives	Vote
Chairman Lefor	Y
Vice Chairman Keiser	Y
Rep Hagert	Y
Rep Jim Kasper	Y
Rep Scott Louser	Y
Rep Nehring	Y
Rep O'Brien	Y
Rep Ostlie	Y
Rep Ruby	Y
Rep Schauer	Y
Rep Stemen	Y
Rep Thomas	Y
Rep Adams	Y
Rep P Anderson	Y

Vote roll call taken Motion carried 14-0-0 & Rep Louser is the carrier.

(10:54) End time.

Ellen LeTang, Committee Clerk

PROPOSED AMENDMENTS TO ENGROSSED SENATE BILL NO. 2159

- Page 1, line 1, replace "two" with "a"
- Page 1, line 1, replace "sections" with "section"
- Page 1, line 2, after the first semicolon insert "and"
- Page 1, line 2, remove "; and to provide"
- Page 1, line 3, remove "an effective date"
- Page 1, line 7, after "park" insert "- Ownership"
- Page 1, line 8, after "that" insert "owns or"
- Page 1, line 10, after the underscored comma insert "except if the mobile home park contains fewer than twenty-six lots."
- Page 1, line 10, replace "first" with "fifth business"
- Page 1, line 11, replace "acquiring" with "the change of"
- Page 1, line 11, after the underscored period insert:
"c."
- Page 1, line 11, replace "official local office" with "mobile home park"
- Page 1, line 15, replace "Employ" with "Designate"
- Page 1, line 20, replace "c." with "d."
- Page 1, line 20, remove "advance"
- Page 1, line 21, replace "transfer" with "change"
- Page 1, line 21, replace "at least thirty" with "within five business"
- Page 1, line 21, replace "before" with "after"
- Page 1, line 23, replace "b" with "c"
- Page 2, remove line 1
- Page 2, line 2, remove "park, pursuant to section 23-10-10, on the first day after acquiring ownership:"
- Page 2, line 3, replace "Respond to" with "Acknowledge receipt of"
- Page 2, line 4, replace "forty-eight hours" with "two business days"
- Page 2, line 5, after "that" insert "owns or"
- Page 2, line 7, after "park" insert ", except as otherwise provided by law"
- Page 2, line 8, replace "Except as provided under subsection 4 and 5, a" with "A"

Page 2, line 8, after "that" insert "owns or"

Page 2, line 10, replace "six months" with "thirty days"

Page 2, line 11, replace "Upon" with "Except for the rules and regulations under subsections 4 and 5, upon"

Page 2, line 13, replace "six" with "three"

Page 2, line 15, after the underscored period insert "During the three-month period the tenant shall comply with the park rules and regulations that were in effect before the modifications became effective, including the payment of rent and any other financial obligations under the terms of the lease. During the three-month period, if the tenant provides the owner a signed document from a person in the business of relocating mobile homes declaring it is not possible to relocate the tenant's dwelling unit within the three-month period, the three-month period must be extended to a date when the dwelling unit can be relocated or the date that is two months after the end of the three-month period, whichever date occurs first."

Page 2, line 16, after "that" insert "owns or"

Page 2, line 19, after "that" insert "owns or"

Page 2, line 26, remove "An owner or employee of a mobile home park may not enter the dwelling unit of a"

Page 2, remove lines 27 through 30

Page 3, remove lines 1 and 2

Page 3, line 3, remove "8."

Page 3, line 6, replace "9." with "8."

Page 3, line 6, after "that" insert "owns or"

Page 3, line 8, after "obligation" insert "or bill the tenant as a separate charge based on actual usage"

Page 3, line 10, after "fee" insert "that may not exceed three dollars"

Page 3, line 17, replace "10." with "9."

Page 3, remove lines 20 through 31

Page 4, remove lines 1 through 31

Page 5, remove lines 1 through 21

Renumber accordingly

REPORT OF STANDING COMMITTEE

SB 2159, as engrossed: Industry, Business and Labor Committee (Rep. Lefor, Chairman) recommends AMENDMENTS AS FOLLOWS and when so amended, recommends DO PASS (14 YEAS, 0 NAYS, 0 ABSENT AND NOT VOTING). Engrossed SB 2159 was placed on the Sixth order on the calendar.

Page 1, line 1, replace "two" with "a"

Page 1, line 1, replace "sections" with "section"

Page 1, line 2, after the first semicolon insert "and"

Page 1, line 2, remove "; and to provide"

Page 1, line 3, remove "an effective date"

Page 1, line 7, after "**park**" insert "**- Ownership**"

Page 1, line 8, after "that" insert "owns or"

Page 1, line 10, after the underscored comma insert "except if the mobile home park contains fewer than twenty-six lots."

Page 1, line 10, replace "first" with "fifth business"

Page 1, line 11, replace "acquiring" with "the change of"

Page 1, line 11, after the underscored period insert:

"c."

Page 1, line 11, replace "official local office" with "mobile home park"

Page 1, line 15, replace "Employ" with "Designate"

Page 1, line 20, replace "c." with "d."

Page 1, line 20, remove "advance"

Page 1, line 21, replace "transfer" with "change"

Page 1, line 21, replace "at least thirty" with "within five business"

Page 1, line 21, replace "before" with "after"

Page 1, line 23, replace "b" with "c"

Page 2, remove line 1

Page 2, line 2, remove "park, pursuant to section 23-10-10, on the first day after acquiring ownership."

Page 2, line 3, replace "Respond to" with "Acknowledge receipt of"

Page 2, line 4, replace "forty-eight hours" with "two business days"

Page 2, line 5, after "that" insert "owns or"

Page 2, line 7, after "park" insert ", except as otherwise provided by law"

Page 2, line 8, replace "Except as provided under subsection 4 and 5, a" with "A"

Page 2, line 8, after "that" insert "owns or"

Page 2, line 10, replace "six months" with "thirty days"

Page 2, line 11, replace "Upon" with "Except for the rules and regulations under subsections 4 and 5, upon"

Page 2, line 13, replace "six" with "three"

Page 2, line 15, after the underscored period insert "During the three-month period the tenant shall comply with the park rules and regulations that were in effect before the modifications became effective, including the payment of rent and any other financial obligations under the terms of the lease. During the three-month period, if the tenant provides the owner a signed document from a person in the business of relocating mobile homes declaring it is not possible to relocate the tenant's dwelling unit within the three-month period, the three-month period must be extended to a date when the dwelling unit can be relocated or the date that is two months after the end of the three-month period, whichever date occurs first."

Page 2, line 16, after "that" insert "owns or"

Page 2, line 19, after "that" insert "owns or"

Page 2, line 26, remove "An owner or employee of a mobile home park may not enter the dwelling unit of a"

Page 2, remove lines 27 through 30

Page 3, remove lines 1 and 2

Page 3, line 3, remove "8."

Page 3, line 6, replace "9." with "8."

Page 3, line 6, after "that" insert "owns or"

Page 3, line 8, after "obligation" insert "or bill the tenant as a separate charge based on actual usage"

Page 3, line 10, after "fee" insert "that may not exceed three dollars"

Page 3, line 17, replace "10." with "9."

Page 3, remove lines 20 through 31

Page 4, remove lines 1 through 31

Page 5, remove lines 1 through 21

Renumber accordingly

Sixty-seventh
Legislative Assembly
of North Dakota

ENGROSSED SENATE BILL NO. 2159

Introduced by

Senators Dever, Larson, Poolman

Representatives Bellew, Karls, Toman

1 A BILL for an Act to create and enact ~~two~~ a new section to chapter 47-10 of the North
2 Dakota Century Code, relating to mobile home park tenant rights; and to provide a penalty; ~~and~~
3 ~~to provide an effective date.~~

4 **BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:**

5 **SECTION 1.** A new section to chapter 47-10 of the North Dakota Century Code is created
6 and enacted as follows:

7 **Mobile home park - Ownership - Transfer of ownership - Tenant rights - Penalty.**

- 8 1. A person that owns or purchases an existing mobile home park shall:
 - 9 a. Obtain an annual license under section 23-10-03;
 - 10 b. Designate an official local office, except if the mobile home park contains fewer
11 than twenty-six lots, which must be operational on the first fifth business day after
12 acquiring the change of ownership.
 - 13 c. The official local office mobile home park shall:
 - 14 (1) Have a designated telephone number manned on weekdays between the
15 hours of eight a.m. and five p.m.;
 - 16 (2) Have an operational emergency contact number manned at all times;
 - 17 (3) Employ Designate at least one individual for the property who has the
18 authority to make decisions on behalf of and perform, or direct the
19 performance of, duties imposed on the owner; and
 - 20 (4) Provide a tenant with the contact information of the individual under
21 paragraph 3;
 - 22 e.d. Provide advance-written notice to a tenant of the mobile home park regarding the
23 transferchange of ownership at least thirty within five business days beforeafter

1 the change of ownership becomes effective. The written notice must include the
2 information required under subdivision b:

3 ~~d. Provide a tenant with a copy of the rules and regulations of the mobile home~~
4 ~~park, pursuant to section 23-10-10, on the first day after acquiring ownership; and~~
5 e. Respond to Acknowledge receipt of tenant inquiries or complaints regarding the
6 park, pursuant to section 23-10-10.1, within ~~forty-eight hours~~ two business days of
7 receiving the inquiry or complaint.

8 2. A person that owns or purchases an existing mobile home park may not require a
9 tenant who owns a mobile home located on the property to sell or transfer ownership
10 of the home to the owner of the mobile home park, except as otherwise provided by
11 law.

12 3. Except as provided under subsections 4 and 5, a person that owns or purchases an
13 existing mobile home park shall provide a tenant advance written notice of any
14 modifications to park rules or regulations at least ~~six months~~ thirty days before the date
15 the modifications take effect. Upon the effective date of modifications to park rules and
16 regulations, an owner shall provide a tenant who owns a dwelling unit that fails to
17 comply with the park rules and regulations written notice of the failure to comply and
18 provide the tenant ~~six~~ three months to remedy the failure or vacate the premises before
19 initiating an action for eviction against the tenant. During the three-month period the
20 tenant shall comply with the park rules and regulations that were in effect before the
21 modifications became effective, including the payment of rent and any other financial
22 obligations under the terms of the lease. During the three-month period, if the tenant
23 provides the owner a signed document from a person in the business of relocating
24 mobile homes declaring it is not possible to relocate the tenant's dwelling unit within
25 the three-month period, the three-month period must be extended to a date when the
26 dwelling unit can be relocated or the date that is two months after the end of the
27 three-month period, whichever date occurs first.

28 4. A person that owns or purchases an existing mobile home park shall provide a tenant
29 advance written notice of any modifications to park rules and regulations addressing
30 sanitation and safety concerns at least thirty days before the date the modifications
31 take effect.

- 1 5. A person that owns or purchases an existing mobile home park shall provide a tenant
2 advance written notice at least thirty days before implementing a rule or regulation
3 regarding the removal of a tongue hitch, or any other modification to the dwelling unit
4 to comply with state or federal housing or financing requirements.
- 5 6. Mobile home park rules in effect on the date advance written notice regarding
6 modifications is provided to a tenant remain in effect until the date the modified rules
7 or regulations take effect.
- 8 7. ~~An owner or employee of a mobile home park may not enter the dwelling unit of a~~
9 ~~tenant located in the park unless:~~
- 10 ~~a. The tenant provides consent;~~
- 11 ~~b. The owner or employee provides the tenant advance notice identifying a specific~~
12 ~~date and time for the entry; or~~
- 13 ~~c. An emergency exists which would result in serious injury, damage to the dwelling~~
14 ~~unit, or damage to a neighboring dwelling unit.~~
- 15 ~~8. A person that purchases an existing mobile home park may not increase the monthly~~
16 ~~tenant rental obligation for six months if the rental amount was increased within the~~
17 ~~sixty day period before the date the new owner acquired ownership of the park.~~
- 18 9.8. A person that owns or purchases an existing mobile home park may purchase utility
19 services, including water and sewer services on behalf of a tenant, and include the
20 amount in the monthly rental obligation or bill the tenant as a separate charge based
21 on actual usage. An owner may not charge a tenant more than the actual cost per unit
22 amount paid by the landlord to the utility service provider, except for a reasonable
23 administrative fee that may not exceed three dollars. An owner may not charge or
24 back charge for the utility services of a tenant paying for the services as a portion of
25 the tenant's monthly rental obligation, unless the cost of providing the services
26 increases. If the cost of providing utility services increases, an owner of a mobile home
27 park may charge a tenant a reasonable amount to cover the increased cost of
28 providing the service. The owner shall provide the tenant access to the records of
29 meter readings taken at the mobile home lot of the tenant.

1 ~~40.9.~~ A person that violates a provision of this section is subject to a civil penalty not
2 ~~exceeding one thousand dollars or actual damages, whichever is less, plus~~
3 ~~reasonable attorney's fees and costs.~~

4 ~~SECTION 2. A new section to chapter 47-10 of the North Dakota Century Code is created~~
5 ~~and enacted as follows:~~

6 ~~**Mobile home park - Ownership - Tenant rights - Penalty.**~~

7 ~~1. A person that owns a mobile home park shall:~~

8 ~~a. Obtain an annual license under section 23-10-03;~~

9 ~~b. Designate an official local office, which must:~~

10 ~~(1) Have a designated telephone number manned on weekdays between the~~
11 ~~hours of eight a.m. and five p.m.;~~

12 ~~(2) Have an operational emergency contact number manned at all times;~~

13 ~~(3) Employ at least one individual for the property who has the authority to~~
14 ~~make decisions on behalf of and perform, or direct the performance of,~~
15 ~~duties imposed on the owner; and~~

16 ~~(4) Provide a tenant with the contact information of the individual under~~
17 ~~paragraph 3;~~

18 ~~c. Provide advance written notice to a tenant of the mobile home park at least thirty~~
19 ~~days before a change of ownership becomes effective. The written notice must~~
20 ~~include the information required under subdivision b;~~

21 ~~d. Provide a tenant with a copy of the rules and regulations of the mobile home~~
22 ~~park, pursuant to section 23-10-10; and~~

23 ~~e. Respond to tenant inquiries or complaints regarding the park, pursuant to section~~
24 ~~23-10-10.1, within forty-eight hours of receiving the inquiry or complaint.~~

25 ~~2. A person that owns a mobile home park may not require a tenant who owns a mobile~~
26 ~~home located on the property to sell or transfer ownership of the home to the owner of~~
27 ~~the mobile home park.~~

28 ~~3. Except as provided under subsections 4 and 5, a person that owns a mobile home~~
29 ~~park shall provide a tenant advance written notice of any modifications to park rules or~~
30 ~~regulations at least six months before the date the modifications take effect. Upon the~~
31 ~~effective date of modifications to park rules and regulations, an owner shall provide a~~

- 1 ~~tenant who owns a dwelling unit that fails to comply with the park rules and regulations~~
2 ~~written notice of the failure to comply and provide the tenant six months to remedy the~~
3 ~~failure or vacate the premises before initiating an action for eviction against the tenant.~~
- 4 ~~4. A person that owns a mobile home park shall provide a tenant advance written notice~~
5 ~~of any modifications to park rules and regulations addressing sanitation and safety~~
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- 7 ~~5. A person that owns a mobile home park shall provide a tenant advance written notice~~
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- 16 ~~a. The tenant provides consent;~~
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18 ~~date and time for the entry; or~~
- 19 ~~c. An emergency exists which would result in serious injury, damage to the dwelling~~
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- 21 ~~8. A person that owns a mobile home park may purchase utility services, including water~~
22 ~~and sewer services on behalf of a tenant, and include the amount in the monthly rental~~
23 ~~obligation. An owner may not charge a tenant more than the actual cost per unit~~
24 ~~amount paid by the landlord to the utility service provider, except for a reasonable~~
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28 ~~services increases, an owner of a mobile home park may charge a tenant a~~
29 ~~reasonable amount to cover the increased cost of providing the service. The owner~~
30 ~~shall provide the tenant access to the records of meter readings taken at the mobile~~
31 ~~home lot of the tenant.~~

1 ~~9. A person that violates a provision of this section is subject to a civil penalty not~~
2 ~~exceeding one thousand dollars or actual damages, whichever is less, plus~~
3 ~~reasonable attorney's fees and costs.~~

4 ~~**SECTION 3. EFFECTIVE DATE.** Section 2 of this Act becomes effective on October 1,~~
5 ~~2021.~~