FITCH

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October 2, 2023

Senator Lydia Edwards, Chair
Committee on Housing
24 Beacon Street
Room 413-C
Boston, MA 02133

Representative James Arciero, Chair
Committee on Housing
24 Beacon St.
Room 146
Boston, MA 02133

Re: *H.1302, An Act relative to manufactured housing*

Dear Chair Edwards, Chair Arciero, and Members of the Joint Committee on Housing:

I am an attorney, and I have the privilege of representing Hometown America and its affiliated companies in Massachusetts ("Hometown").

I write in support of H.1302, An Act relative to manufactured housing, which you heard on September 27, 2023.

The viability of manufactured housing in Massachusetts is critically important. The Supreme Judicial Court's unexpected and novel ruling in Blake v. Hometown America Communities, Inc., 486 Mass. 268 (2020), has thrown long established and accepted rent structures into question, causing confusion and uncertainty for community owner/operators, residents, and municipal rent control boards. Urgent and immediate action by the Legislature is needed to resolve the problems on the ground and to restore stability to this important sector of the housing market.

H.1302 will remedy the issues created by Blake. At the same time, it will protect the long-term interests of the people who actually live and pay rent at these communities. It will protect the long-term viability of manufactured housing in general in Massachusetts. And it will avoid years of additional litigation and uncertainty over the implementation of Blake.

The discussion below covers the following topics: (1) who Hometown is and why it cares about H.1302; (2) the legal framework governing rents at manufactured housing communities before Blake; (3) the unexpected and novel rule announced in Blake; (4) the problems created by Blake; (5) Hometown's "on the ground" response to Blake; and (6) how the Legislature can remedy the problems created by Blake.

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1. *Who Hometown Is And Why It Cares About H.1302.*

Hometown owns and operates seventy-seven manufactured housing communities nationwide. It acquired its first community in Massachusetts in 2003. It now operates six communities in the state that have a combined total of nearly 2,000 homesites and thousands of residents. The communities are sited in the municipalities of Athol, Attleboro, Middleborough, Rockland, and Taunton. Five of Hometown's communities are for residents 55+. The sixth is an all-age family community.

As you know, there is an affordable housing crisis in Massachusetts. Manufactured housing and manufactured housing communities are part of the solution to that crisis. They provide an affordable pathway to homeownership for thousands of individuals and families. Hometown is a long-term owner of and investor in its communities and cares deeply about its residents.

If left unaddressed, the Blake decision will cause major economic disruption of the reasonable and settled expectations of community owner/operators and most tenants. It will threaten the long-term stability and viability of manufactured housing communities in Massachusetts. And it will make Massachusetts an unattractive state to do business in, which will stifle future development at a time when the Commonwealth is in need of this affordable housing resource more than ever.

2. *The Legal Framework Governing Rents At Manufactured Housing Communities Before Blake.*

In 1973, the Massachusetts Manufactured Housing Act ("MHA") was amended to state as follows:

> Any rule or change in rent which does not apply uniformly to all manufactured home residents of a similar class shall create a rebuttable presumption that such rule or change in rent is unfair.

G.L. c. 140, § 32L(2).

The language of Section 32L(2) expressly cautions against non-uniform "changes in rent" by creating a rebuttable presumption that they are unfair, but it contains no corresponding caution against the original establishment of non-uniform base rents. The text is notably silent as to whether the initial rent established for a new tenant coming into a community must be the same as the rent charged to existing tenants.

In 1996, the Attorney General first promulgated the Manufactured Housing Community Regulations, a comprehensive set of regulations to supplement and clarify the MHA.[1] The

[1] See 940 CMR 10.01, et seq.

regulations generally prohibit community owner/operators from violating the MHA and the regulations, but they offer no specific guidance or interpretative gloss with respect to § 32L(2).

Similarly, the Attorney General's Guide to Manufactured Housing Community Law (the "Guide") offers no further explication, as the only references to § 32L(2) closely follow the statutory text by explaining that the "any change in rent must be applied uniformly to all residents of a similar class."[2]

Regarding the establishment of base rents, the Guide recognizes that "the amount of rent and increases generally are at the discretion of your community owner/operator."[3]Of course, the community owner/operator is bound by the rent terms of its occupancy agreements, and must uniformly apply any "change in rent" under § 32L(2).

Prior to Blake, the SJC had never substantively construed § 32L(2) or had the occasion to expound on its scope and meaning.

In the absence of controlling precedent, community owner/operators were left with the plain meaning of the statute and persuasive authority. While little helpful authority existed, at least one settlement agreement negotiated by the Attorney General, a rent control board, and a park owner in 1987 had treated new members to the community as belonging to a different class than the existing residents and, therefore, permitted them to be subject to different base rents.[4]

The fact that the settlement agreement allowed new tenants to a community to be charged a base rent different than the base rent charged to existing tenants reasonably supported the general understanding, shared by many owner/operators, that § 32L(2) prohibited the non-uniform application of rent increases, but permitted different base rents based on a tenant's time of entry to a community.[5]

Owner/operators proceeded accordingly for decades – making financing and business plans and entering into binding leases with tenants on the basis of that understanding. The practice can result in newer tenants paying more in monthly rent than long-term tenants, but importantly, it does not result in anyone paying more than a fair market rent. In other words, no tenants "overpay" for rent. In fact, most existing tenants end up paying below market rate over time.\

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[2] Guide at 24; see also Guide at 12 (pertaining to requirement of uniform enforcement of community rules).
[3] Guide at 24.
[4] See Commonwealth v. James DeCotis, C.A. No. 87- 7160 (Mass. Super. Ct., Suffolk Cty., 1987).
[5] See also In Re: Edgeway Mobile Home Park, Case No. 2010-001, Memorandum of Decision (Town of Middleborough Rent Board, April 11, 2011) (declining to roll back or reduce base rents for newer tenants because "rent is not required to be the same amount for all tenants in the Park.").

3. The Unexpected and Novel Rule Announced In Blake.

In Blake, the SJC was presented with a matter of first impression – whether, for purposes of § 32L(2), time of entry into a community is a sufficient basis to create a dissimilar class. The SJC concluded that time of entry, by itself, is not a sufficient reason for classifying residents as dissimilarly situated.

Put differently, charging tenants different rents based on when they enter into a manufactured housing community is presumptively unfair – such that a tenant entering into a particular community today should pay the same exact rent as a tenant who has lived in the community for 20 years.

4. The Problems Created By Blake.

The unexpected presumption of rent uniformity announced in Blake is inconsistent with decades of accepted practice in Massachusetts and the fundamental principle in real estate that time matters. It can't be implemented without creating a slew of problems for community owner/operators, tenants, and municipal rent control boards that the Court did not think through.

When the SJC made its ruling, it only considered the facts on the ground at one community. Blake involved a community where an existing rent structure under which all tenants paid the same rent was changed to a non-uniform rent structure.

In Blake, the SJC did not consider the significance of important realities on the ground at many other manufactured housing communities, such as whether a community is subject to rent control; the relationship between the rents actually charged and fair market rents; whether a community owner/operator inherited an established non-uniform rent structure from the prior owner; whether non-uniformity resulted from tenant hardship programs that subsidize rents for those struggling to pay prevailing market rents; or whether the presumption of uniformity might apply differently for residents who are tenants at will, tenants who have 1 or 5-year leases, or tenants who enjoy the very substantial security of long-term or lifetime leases.

Making matters worse, the SJC did not offer any guidance on how to achieve rent uniformity in communities where the facts on the ground differ from those in Blake. The Attorney General hasn't offered any guidance either.

As a result, the Blake decision has triggered a host of very complex questions and thorny issues. It has also triggered additional litigation. See e.g., Bartok, et al. v. Hometown America Management, LLC, et al., Case No. 4:21-cv-10790-LTS (U.S.D.C., D. Mass) (a purported class action concerning two communities where non-uniform rent structures had long been in place without objection or complaint). (In the interests of full disclosure, I note that my law firm and I serve as litigation counsel to Hometown in the Bartok case.)

There is considerable uncertainty and disagreement about whether and how rent uniformity can or must be achieved in communities where rent uniformity was never in place to begin with; where residents have binding leases, particularly long-term or lifetime leases; and where rents are subject to local rent control.

In most cases, community owners can't simply start charging all tenants the same amount of rent. They have legal obligations to respect and honor the terms and conditions of all lease agreements now in place.

Even if community owners could unilaterally create uniform rent structures, implementing complete rent uniformity will inevitably have unintended and unfortunate consequences. It will create pressure on community owner/operators to increase the rents of long-term tenants who are currently paying below market rents. It will prohibit owner/operators from offering hardship programs and rent adjustments to tenants who are facing difficult economic circumstances, which could lead to displacement of the most vulnerable tenants. Lifetime leases that provide security for tenants on fixed incomes will no longer be economically viable to offer. And some smaller community owner/operators may be driven out of business, or won't have the rental stream necessary to maintain quality services.

Tellingly, the Blake decision has not resulted in a debate only between owner/operators on one side and tenants on the other. Because the stakes are so high, the Blake decision, and the new litigation it has spawned, has pitted tenants against each. Indeed, Hometown does not believe that complete rent uniformity is consistent with the perspective or desires of the majority of residents within its communities. For example, in one of the communities at issue in Bartok, many residents – both long-term and newer residents –have taken the time to write to Hometown to express their disapproval of the Bartok litigation and their support of non-uniform rents based on time of entry into the community, which they view as eminently fair. A table summarizing the comments received by Hometown from the residents of that community is attached as Exhibit A.

If the Blake decision isn't clarified through legislation, it will cause major economic disruption for owner/operators and tenants in the near term, and it will threaten the future of manufactured housing in Massachusetts.

5. ***Hometown's "On the Ground" Response to Blake***

Hometown promptly complied with the SJC's decision in Blake at the community at issue in that case – Oakhill in Attleboro, where neither lifetime leases nor rent control were in effect.

Hometown has also worked hard and in good faith to figure out what the SJC's decision means for its other five communities, each of which have facts that are very different than those in Blake. With the assistance of counsel, and after analyzing its existing rent rates and the relevant constraints and protections, Hometown carefully considered its options for adjusting its existing

rent structures. Based on that analysis, Hometown modified its initial lease offerings at all of its Massachusetts communities.

In response to Blake, Hometown now offers all incoming tenants at each of its Massachusetts communities a standard 5-year lease with uniform rent rates and uniform annual rent adjustments that will be effective only for the stated 5-year period. Regrettably, because of the SJC's decision in Blake, Hometown no longer offers new tenants the option, security, and long-term economic benefit of leases with lifetime terms, with rent adjustments based on contractual Consumer Price Index rates, as it previously did at some of its 55+ age-restricted communities. Of course, that lifetime lease model is only economically feasible over the long term where rents for incoming tenants can be set at then-current fair market rates, instead of being tethered to the rates that were set years ago for other tenants who came to the community much earlier.

With respect to the rent rates for the tenants in place at four of its communities – Oak Point in Middleborough, Leisurewoods Taunton in Taunton, Leisurewoods Rockland in Rockland, and Live Oaks in Rockland, Hometown concluded that there is no practical way to achieve complete community-wide rent uniformity within the near term without violating its contractual promises to tenants. This is because the non-uniform lifetime leases that are now in place must be honored for the remainder of their terms. In addition, for three of those four communities – Oak Point, Leisurewoods Rockland, and Live Oaks, there is a local rent control authority, tasked with ensuring fairness to tenants of manufactured housing communities, which has long permitted non-uniform rents and continues to do so. In those communities, where rent control gives tenants an extra layer of special protection against unfair rents in manufactured housing communities (and also prevents Hometown from unilaterally modifying previously-approved rent rates), Hometown believes that it may lawfully continue to implement its municipally-approved rent rates.

Both of these conclusions — that Hometown may continue to honor (a) the terms of its existing lifetime leases, and (b) those non-uniform rent structures that have been deemed fair by municipal rent control boards — are now being challenged in federal class action litigation. Hometown, like other community owner/operators, will continue to be vulnerable to such challenges, unless and until the issue is resolved through clarifying legislation.

Finally, at Hometown's Miller's Woods & River Bend community in Athol, neither lifetime leases nor rent control are currently in effect. Without such restrictions in place, Hometown was able to implement a plan that will achieve community-wide rent uniformity through incremental rent adjustments that will accomplish the transition to fully-uniform rent rates by January 2025. Hometown replaced the month-to-month tenancies at these communities with new 5-year leases that provide for specified annual rent increases, while also allowing residents who wished to continue as month-to-month tenants to do so at the same rent rates set forth in the new leases.

Notably, Hometown could have achieved community-wide rent uniformity by immediately adjusting rents for all tenants to match the highest rent in the community (a practice that at least one other community owner has implemented in the wake of the Blake decision and one that would have resulted in a net increase in revenue to Hometown); however, Hometown adjusted rents to a level that was just slightly above the average rent in the community. Hometown’s approach produced rent increases for some and *rent decreases for most*, and most importantly, Hometown tried to cushion the impact of increases for those residents at a rent level below the average by limiting the rent increase in any given year and by phasing in the rent adjustments over a 5-year period before reaching community-wide rent uniformity. Hometown’s plan was “revenue neutral” and will achieve full rent uniformity over the course of a few years instead of all at once solely to limit the size of annual rent increases for those residents who had the lowest rents. Nevertheless, some of the tenants faced with rent adjustments have objected, and Hometown has been sued at Miller’s Woods & River Bend over the forward-looking rent adjustments made in response to Blake, as well as over the historical rent non-uniformity.

In short, community owner/operators currently face litigation exposure whether they do or do not take action to achieve rent uniformity, and even where they develop plans that are intentionally designed to mitigate any potential hardship to those facing rent increases.

6. How the Legislature Can Remedy the Problems Created By Blake.

Legislative action is necessary to address the problems, confusion, and continuing uncertainty that have been the unfortunate consequences of the SJC’s decision in Blake.

The Commonwealth needs rent structures at manufactured housing communities that make sense and are fair and equitable to both community owner/operators and tenants. House Bill 1302 is narrowly tailored to achieve those goals and to and resolve the turmoil, disruptions, and uncertainty created by Blake.

The chart on the following page compares the language of G.L. c. 140, § 32L(2) as it currently reads and as it would read upon passage of H.1302.

M.G.L. c. 140, Section 32L – Requirements and Restrictions Applicable to Manufactured Housing Communities “The following requirements and restrictions shall apply to all manufactured housing communities: …”		
	Text	**Comments**
Current Law	“§ 32L(2): Any rule or change in rent which does not apply uniformly to all manufactured home residents of a similar class shall create a rebuttable	• Treats rules and rents the same. • In Blake, the SJC held as a matter of first impression that “time of entry into an occupancy agreement does not create a

	presumption that such rule or change in rent is unfair."	dissimilar class" and does not defeat the uniformity principle contained in the statute.
H.1302	"§ 32L(2): Any rule ~~or change in rent~~ which does not apply uniformly to all manufactured home residents of a similar class shall create a rebuttable presumption that such rule ~~or change in rent~~ is unfair. Any change in rent that does not apply uniformly to all manufactured home tenants of a similar class shall create a rebuttable presumption that such change in rent is unfair. With respect to any change in rent, differences in the year of entry into an occupancy or tenancy agreement shall render otherwise similar classes dissimilar under this subsection. Subsection (2) shall apply retroactively."	• Creates separate provisions for rules and rent (inspired by AG definitions and takes into consideration the differences between residents and tenants)[6] • Rules – no substantive changes • Rents – the proposed clarification is narrowly drawn to correct Blake, which held that "time of entry into an occupancy agreement does not create a dissimilar class under §32L(2)" • Creates different classes based on "year of entry" into a community (could be calendar year or fiscal year depending on community owner's practice) • Acknowledges a fundamental principle in real estate – time matters with respect to the establishment of base rent in the first instance. • Preserves a presumption that once a tenant's base rent has been established, any increases in her rent will be applied uniformly to all tenants of a similar class. • Accounts for written occupancy agreements and tenancies at will (which may or may not be in writing). • Provides a consistent and clarified rule of rent uniformity, which covers the periods both before and after the passage of H.1302.

Passage of House Bill 1302 will:

- Correct the problematic consequences of the SJC's decision in Blake;
- Protect the rent structures that have worked well and fairly for community owner/operators and tenants alike;
- Honor the fundamental principle in real estate that time of entry matters, with respect to the initial establishment of a tenant's base rent;

[6] See Relevant Definitions from Attorney General's Manufactured Housing Community Regulations, 940 CMR 10.01, and Attorney General's Guide to Manufactured Housing Community Law (2017 ed.), attached as Exhibit B.

- Preserve a fair and equitable presumption that once a tenant's base rent has been established, any increases in her rent will be applied uniformly to all tenants of a similar class;

- Protect the long-term interests of the people who actually live and pay rent at these communities;

- Allow community owners to maintain the same level of service and investment in their communities going forward, which will ultimately preserve the value of tenants' homes;

- Protect the long-term viability of manufactured housing in Massachusetts; and

- Avoid years of additional litigation and uncertainty over the implementation of Blake.

For the foregoing reasons, Hometown respectfully requests that you report favorably on H.1302.

Thank you for your time and attention to this important issue. Please do not hesitate to reach out to me if you have any questions or concerns. I would welcome the opportunity to discuss these issues with you in further detail.

Sincerely,

Lisa C. Goodheart

LCG/
cc: Representative Tackey Chan -Tackey.Chan@mahouse.gov

Attachments:
Exhibit A – Table Summarizing Comments from Residents of One Manufactured Housing Community
Exhibit B – Relevant Definitions from the Attorney General

EXHIBIT A

OAK POINT RESIDENT RESPONSES TO KYLE HOWIESON'S MAY 28, 2021 LETTER ABOUT THE *BLAKE* AND *BARTOK* RENT UNIFORMITY CASES, AND RELATED STATEMENTS OF SUPPORT

- 80% of respondents (32 of 40) expressed support for Hometown
- 2.5% of respondents (only 1 person) said they favored rent equalization
- 17.5% of respondents (7 of 40) did not express an opinion

Of the 33 people who expressed an opinion on rent uniformity, 97% favor Hometown's position and 3% favor rent equalization.

No.	Date	Position	Selected Pertinent Quotes
1.	May 28, 2021	Did not express a view but expressed thanks for the information	
2.	May 28, 2021	Favors rent equalization	
3.	May 28, 2021	**Supports Hometown**	"I'm glad to hear Hometown does not intend to be bullied. I'm an adult that read and signed my agreement with HA as I'm sure everyone else is also. Perhaps triple damages filed by HA may be in order."
4.	May 28, 2021	Unclear	
5.	May 28, 2021	**Supports Hometown**	"[W[e have been here five years. We knew what we were getting into when we signed and we still think it is a darn good deal. Earlier purchasers took more risk in the community's early days and also helped to build and establish the organizations and clubs and culture that we newcomers so enjoy, and I have no problem with them paying less rent. I see the merit in the lawsuit from a numerical standpoint but I do not feel that I am being discriminated against or that I was deceived when we signed the standard agreement. I'll take it as it is."
6.	May 28, 2021	**Supports Hometown**	"We are NOT in favor of changing the rent structure here at Oak Point." "We do not support the "Cronic complainers" [*sic*] who are purposing [*sic*] to have the support of the Oak Point community. Everyone who wanted to purchase a home at Oak Point had the opportunity to not accept the terms of the lease agreement and not sign the agreement and seek housing else where." "We have heard this disgruntle [*sic*] group claiming that Oak Point is a trailer park for low income seniors. We have also heard from many other residents who do not

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			support their efforts. Thanks for sending out the information explaining Home Town America's position."
7.	May 28, 2021	**Supports Hometown**	"It is good to see another explanation or interpretation of this issue. We have been here 16 years today and have loved every one of them."
8.	May 28, 2021	**Supports Hometown**	"Ever definitely [*sic* - evidently] some people didn't read the lease agreement. You should stop service's [*sic*] to these homeowners. Trash pick-up, lawn care, and access as to all activities at the club house. This is a wonderful community and there [*sic*] just dragging it down with bad publicity Cut there service's [*sic*] or throw them out."
9.	May 28, 2021	**Supports Hometown**	"Just letting you know that I'm not part of this group and don't agree with it! I'm very happy with the way things have been done for the 20 years that I lived here!"
10.	May 28, 2021	Confused	
11.	May 28, 2021	**Supports Hometown**	"We would like to express our support for Hometown in regards to the Bartok lawsuit. When we signed our lease agreement two years ago, we were informed what our rent would be and how it would change in the future. We were also informed that homeowners who bought previous to us might be paying less, due to the least space signed. At the time that we signed, we thought this was a fair arrangement and we still do. If we had not thought it fair, we would not have signed the lease."
12.	May 28, 2021	**Supports Hometown**	"As you are probably aware we were the first residents of Oak Point. When we purchased our home Oak Point wasn't much more than a grand idea. As an inducement to take a chance on this grand idea we, as well as all the first fifty buyers, were guaranteed that our rent would not increase for five years. Obviously that five year freeze resulted in an ongoing lesser rent." "Initially we had no phone service, nothing but excessively dusty dirty roads, no street lights, no lawns and of course no clubhouse or pools. Plywood had to be laid down so the movers could get through the mud to move us into the house. But we paid our monthly rent and were happy to be here." "We have a difficult time understanding the mentality of some individuals moving here now that feel that they should be given the same benefit of the lesser rent without ever having to endure the inconveniences we

No.	Date	Position	Selected Pertinent Quotes
			did. Unfortunately we are becoming a society where everyone feels entitled to whatever anyone else has. "
13.	May 28, 2021	**Supports Hometown**	"Eric, this is really crazy that one person can cause so much trouble for the complex and potentially for many other homeowners." "That person certainly must have known the rent arrangement and if they didn't like it they shouldn't have bought here."
14.	May 28, 2021	**Supports Hometown**	"I disagree with uniform rent and quite honestly have signed an agreement with Oak Point regarding my monthly rent amount and the annual increase. I believe if you went to a uniform rent, you would be breaking that agreement and I would have to challenge that breach of contract. I know the troublemaker behind this wish she'd returned to Barnstable and take her "know-it-all" attitude with her." "I will stand behind your decision to maintain the agreements you have made to date with your non-uniform rents. I hope she doesn't cost Oak Point large attorney fees that you will then have to pass on to all of us in some manner. With deepest sympathy, (!)"
15.	May 28, 2021	**Supports Hometown**	"As a former owner of several rental property owners [*sic*] I set my per foot rate on the current rate at the time of the vacancy. Therefore many different. tenants were not being charged at the same rate. Many variables were different from a prior tenant to a new one. I am sure a lot of OAK POINT OWNERS would like my rate from 20 years ago but they knew tje [*sic*] rate when moving in and what any rental increases vere [*sic*] to be based on."
16.	May 28, 2021	**Supports Hometown**	"I am not involved in this lawsuit. I am happy living here at [*address*]."
17.	May 28, 2021	**Supports Hometown**	"We have been at Oak Point for 5 years and are completely happy and pleased with the resort. We have no interest in joining this suit and we believe small number of "troublemakers" are behind this. It is our firm belief that this in no way represents the majority of owners."
18.	May 29, 2021	**Supports Hometown**	I don't see where the so called hoa has any legal authority over Oak Point. they [*sic*] are a group of owners who seem to want to run the place with no legal standing. I've been a resident 20+ years, have been aware of the staggered rent scale and the reasons behind it, I have no problem with it. The [*sic*] contract you sign is the contract

No.	Date	Position	Selected Pertinent Quotes
			you live with. When I first heard they were forming an hoa I said we have an hoa it's called home [*sic*] america. I hope not too much money is wasted fighting this.”
19.	May 29, 2021	**Supports Hometown**	“I wish to go on record as supporting the Oak Point rent practices. I am very content with the amount I pay monthly and the services that provides me. I am very happy to be living at Oak Point and feel that the policies and you, specifically, are fair and well intended.”
20.	May 29, 2021	Unclear	“We thank you for doing the best you can in a tough situation.”
21.	May 29, 2021	***[Apparently]* Supports Hometown**	“Am I correct in assuming that no homeowner has the right to complain of their annual rent increase because (I believe) our rent increases are established by the agreement we accepted under HUD guidelines when we purchased our homes?
22.	May 31, 2021	**Supports Hometown**	“I believe you have the vast majority behind HTA and hope this rent thing goes away. We all signed an agreement knowing what was in it. It's the CPI that needs to be fixed by congress as it does not reflect things like health care costs which are a major concern especially for seniors.”
23.	May 31, 2021	**Supports Hometown**	”Those of us that live at Oak Point signed a contract and find our monthly rent fair. We knew when we came with the rate was and was going to be. If you sign a contract you should be aware of the results. We support Oak Point on this.”
24.	June 1, 2021	**Supports Hometown**	“[We] are very happy here and can’t think of another place where we would like to live.”
25.	June 1, 2021	**Supports Hometown**	“I do not want my rent increased because of the captioned lawsuit. I've lived here for 18 years and am perfectly happy with the rent as structured. Please keep us informed. I believe residents should have a say in this matter in a legal response.”
26.	June 3, 2021	**Supports Hometown**	“[We] are pleased with the current rent increase system that has been in place since Oak Point came into being. We are willing to do whatever we can to see that our current system remains in place.”
27.	June 3, 2021	**Supports Hometown**	“Just to let you know that we agree with the recent letter from Kyle regarding the Barton [*sic*] suit. It is, indeed, a “regrettable and “ill-founded challenge”, and “not in the best interests of most Oak Point residents”. We feel the majority of the residents are against this this. That is our

No.	Date	Position	Selected Pertinent Quotes
			perspective and we appreciate HTA's response to the legal challenge."
28.	June 3, 2021	**Supports Hometown**	"We would hope things could remain as they are and Oakpoint will not yield to the whims of a few." "Whereas we knew we would be paying more for both our home and monthly rate than those who came before us, I would think those coming after us would expect the same conditions."
29.	June 4, 2021	**Supports Hometown**	"We do not agree with the subject Oak Point Homeowners Ass. Lawsuit. The Association does not represent us."
30.	June 4, 2021	Unclear	
31.	June 4, 2021	Unclear	
32.	June 5, 2021	**Supports Hometown**	"The majority of us had nothing to do with the lawsuit. We all signed on to the terms when we moved in. Any [*sic*] who is not happy can sell and move. "
33.	June 5, 2021	**Supports Hometown**	"We understand the lease agreement/contract we signed when we became members of this community. And, we have NO issues with the monthly Oak Point rental fees."
34.	June 6, 2021	**Supports Hometown**	"All new homeowners signed a contract when they purchased their home. It clearly states how the amount of the monthly fee is accessed [*sic*] using the CPI. If they failed to understand this structure shame on them. As of October 1st 2021 I will have been a resident of OP for 20 years. I find this structure has worked very well for me. My rent rate increase and decreases (yes decreases as per the CPI) are a great selling point for this community. We are not at the mercy of some arbitraged figure set by Home Town." "It is unfortunate Hone Town [*sic*] must spend funds defending this lawsuit because of a small group of residents who feel they are not being treated fairly regarding fees that were well spelled out during their initial home purchase. I would like to see Hometown continue funding projects that will increase the value of all our homes, not defending lawsuits. "
35.	June 8, 2021	**Supports Hometown**	"First, I agree with the current method of determining the monthly rent charges and their annual increases." "It's mystifying to me that essentially a single homeowner would raise this issue. The person certainly knew how the rent was calculated but signed the contracts knowing the

No.	Date	Position	Selected Pertinent Quotes
			procedure. As Judge Judy often says… "you can't eat the whole steak and then complain to the restaurant that you didn't like it and expect a refund." "My feeling is that the Oak Point so-called HOA is probably made up of relatively newer home owners who see this case as a chance to get their rents decreased at the expense of more seasoned homeowners. Seems like a group of self-serving individuals. I hope this helps in some way and hope that Hometown America will prevail in this frivolous case."
36.	June 9, 2021	Unclear	
37.	June 22, 2021	**Supports Hometown**	"I always knew about the different rent rates when I signed my lease agreement 20 years ago. Many years ago our State Rep. along with Oak Point owners addressed this issue. I thought Oak Point fell into another classification? I don't want my rent to go up anymore than it usually does. My income is only $915. a month and my rent is now $620.63. If I didn't get fuel assistance and food assistance I couldn't live here anyway. Hopefully things won't change. As I stated, I am not part of that group suing Oak Point."
38.	June 29, 2021	**Supports Hometown**	"I don't think the fee structure should be changed. A five year lease and increased fee structure would price some people out of Oak Point. People who are not happy with the present structure agreed a [*sic*] to a fee structure when they signed their lease."
39.	September 22, 2021	**Supports Hometown**	"I recently had the displeasure of discussing the rent rates at O.P. I referred to the letter sent by Kyle in the spring. I just want you to know that I am in total agreement with O.P." "It's disheartening to see residents attempting to tear apart the good things about O.P." "I love living here, and support you in all you endeavor. Kep [*sic*] up the good work!"
40.	October 8, 2021	**Supports Hometown**	"I am not part of the group challenging rent control at Oak point. I've been a resident here for 17 years and enjoy living here."

EXHIBIT B

Attorney General's Manufactured Housing Community Regulations, 940 CMR 10.01

Rule: shall mean any written or unwritten rule, regulation, or policy imposed by an operator that governs procedures, conduct, or standards within the manufactured housing community, including without limitation procedures for the screening and approval of prospective residents.

Resident: shall mean any person who normally resides in a manufactured home in a manufactured housing community, regardless of whether or not he or she has an occupancy agreement with the operator.

Tenant: shall mean a person who has an occupancy agreement or oral tenancy agreement with an operator for the use and occupancy of a manufactured homesite, common areas, facilities, and other appurtenant rights.

Occupancy Agreement: shall mean any written agreement, including but not limited to a lease, a license, or a tenancy at will, and any amendment, renewal or extension thereof, for use or occupancy of a manufactured homesite, common areas, facilities, and other appurtenant rights.

Note, 940 CMR, §10.08 (Termination of Tenancy and Eviction) refers to "an occupancy agreement or tenancy" throughout.

Attorney General's Guide to Manufactured Housing Community Law

What is an Occupancy Agreement? An occupancy agreement is different from the community rules, which are discussed below. In essence, an occupancy agreement is any written agreement between you and your community owner/operator that sets out both parties' rights and responsibilities. It can take the form of a lease or it can be an entirely separate document addressing the terms of your occupancy other than rent and when your tenancy ends. Guide at 9.

Tenancy at Will. If you are living in your community with the permission of the community owner/operator but without a written lease, you are a tenant at will. This type of tenancy is also referred to as a month-to-month tenancy, because tenants are usually required to pay rent once a month, in advance. The law says you are a tenant at will if: you have an oral agreement to rent; you have a written lease that does not state the date on which your tenancy will end or the amount of the rent; your written lease has ended or "expired," you have not signed a new lease, and your community owner/operator continues to accept your rent without objection; or you have a written tenancy at will agreement that says you have a month-to-month tenancy. Guide at 11.