

MICROFILM DIVIDER

OMB/RECORDS MANAGEMENT DIVISION

SFN 2053 (2/85) 5M



ROLL NUMBER

DESCRIPTION

1243

2001 HOUSE TRANSPORTATION

HB 1243

2001 HOUSE STANDING COMMITTEE MINUTES

BILL/RESOLUTION NO. HB 1243

House Transportation Committee

☐ Conference Committee

Hearing Date January 25, 2001

Tape Number	Side A	Side B	Meter #
1	x		4,824
		x	To 455
Committee Clerk Signature <i>Lauren L. Fink</i>			

Minutes: Rep. Weisz - Chairman opened the hearing on HB 1243; A BILL for an Act to create and enact a new section to chapter 23-10 of the North Dakota Century Code, relating to the right to assemble in a mobile home park.

Rep. Maragos: I am appearing as sponsor and as a supporter of this bill on behalf of the mobile home owners. I think the bill is quite self explanatory so I will not try to say anything as the mobile home owners will speak to their concerns.

Kent French: We (with Bill Delmore) are here not to support this bill but we want you to know that we do not oppose it. We feel there are laws in place now that will take care of this but if the committee feels they need to pass it. It won't hurt anything.

Bill Delmore: On behalf of the Manufactured Housing Association, to amplify what Mr. French has said we are comfortable with this bill. The U S Constitution gives the people the right to assemble. If there is any concern and you think it ought to be codified, we are comfortable with it.

Roger Deitrich: I am here on behalf of the association from Minot. Every American knows that you can invite people into your home to speak on any subject. The new owner of three mobile home parks in Minot will not recognize the formation of a tenants association. The owner said he would not work with an association. The people who work for the new owner have gone to great lengths to put up barriers to stop the association. They stopped the president as she was hand carrying and her girls were hand delivering newsletters. They said this was soliciting. My understanding of soliciting is the selling of goods. These letters were addressed to the association members. Then one of the helpers accidentally gave a copy of one of the letters to the managers thinking they were people that lived there because they drove into the driveway of the people who lived there. They then refused to give the letter back. Legal Aid then had to get the letter returned. When the association had to have a place to post their bulletins. The only park that had one then and tore it (? the letter) down. A copy of that is attached as well. The association feels that is intimidation by the new owners to stop the association. We will move ahead and get bigger.

We would like this to be in place in addition to federal law when butting heads with the owners and managers and the association.

Rep. Weisz - Chairman : (5540) You mentioned that Legal Aid was involved in the one instance, have you brought any of these to the attention of your local States Attorney?

Mr. Deitrich: Not at this point, no.

Rep. Carlson: Would Mr. Delmore came back to the podium? You commented that this is already in law. As I read it, it appears to me that every right they are asking for here should be covered somewhere. Are we creating a subsection that overlays some other section?

Bill Delmore: It has been twenty five years since I was in law school and since then some of those rights may have been restricted; if not infringed. The people in the association may have allowed this to happen. I am not an expert in this area of law but I believe there are covered to have the right to assemble and organize.

Rep. Carlson: I don't believe that just because they signed a lease with the park that also signed away their rights that they would normally have.

Rep. Ruby: (5899) What about the provision for posting of bulletin boards? Is that a common thing all parks provide? Or is that a requirement for each park to decide?

Bill Delmore: I believe most parks have them. If not we would policy wise notify our association. However the right to post is not the same as the right to free speech.

Rep. Mahoney: Its been awhile since I too have had this kind of law stuff. But isn't it a risk that when you try to codify something that is a constitutional right that you sometimes can say you have these rights and you end up limiting your rights. Whereas it is pretty open and clear before you muddled the waters with your legislation?

Bill Delmore: That's right. sometimes you end up restricting your authority in a discrimination action. If this were to come up again I would rather rely on the constitution than under a specific state statute. (6219) GO TO SIDE B :

Ken Bullinger: I am here representing the Food and Lodging Division of the Health Department. Mr. Bullinger provide written testimony. He appeared neither for nor against the legislation in the series of bills the home sponsored but rather to offer some suggested amendments. A copy of Mr. Bullinger's prepared remarks are attached.

Page 4

House Transportation Committee

Bill/Resolution Number HB 1243

Hearing Date January 25, 2001

Rep. Mahoney: It crossed my mind, if we passed HB1243 with the rights to assemble and all that, inasmuch there is no penalty provision, what could we do if the owners violated these provisions?

Ken Bullinger: If this was place in 23-10, most of our violation are Class B misdemeanors.

I am not sure right now what some of the penalty provisions are.

Rep. Mahoney: That would likely come under 'operating without a license' and things like that. It seems like this would create an enforcement problem for you.

Ken Bullinger: That is why I am testifying here today.

Rep. Carlson: That is exactly my question, why is this in the section of the code for the Health Department. Shouldn't it be in the Fair Housing section?

Rep. Weisz - Chairman it appears to me that you are suggesting to us the we are in the wrong section of the code.

Ken Bullinger: Yes, sir.

There being no one appearing to give futher testimony in support of HB 1243 and no one appeared to speak in opposition to HB 1243. Chairman Weisz closed the hearing on receipt of any further testimony on HB 1243. (455).

NOTE: Other persons not appearing but present furnished written statements. Copies of these are attached.

2001 HOUSE STANDING COMMITTEE MINUTES

BILL/RESOLUTION NO. HB 1243 B

House Transportation Committee

☐ Conference Committee

Hearing Date February 1, 2001

Tape Number	Side A	Side B	Meter #
2	x		2,474
			End 3889
Committee Clerk Signature <i>Laurance H. Fink</i>			

Minutes: Rep. Weisz - Chairman opened discussion for action on HB 1243.

Rep. Weisz - Chairman HB 1243 is our mobile home bill and the right to assemble. I have letter here from John ????, Legislative Council. We had asked them to check on the constitutionality about the right to assemble. Generally these rights are defined in the constitution under the first amendment. The provisions are that no right to speech --- and peaceful assembly, etc. shall be abridged. This applies to actions by the government. Rules and actions within a mobile home park are not governmental actions. There possibly could be an exception if the mobile home park owner usurp or was acting in a governmental function. It would appear though that the concern here is vague enough so as not come under those(constitutional) protections. The mobile park owner would have the same basic rights as an apartment owner or other building owner would have. Which means they do have the right to restrict the use of that property.

Note: Lengthy discussion followed on such topics as; does the mobile home owner have an obligation to provide a meeting place; what about soliciting; girl scouts selling cookies.

campaigners going door to door in a mobile home park; about posters, notices, and ads, etc. What if they were invited by a group? What if you lived in a mobile home in a park and had a group in for discussions? Can their leases further restrict these activities?

Following these discussions:

Rep. Ruby: (3757) I think this an areas we should not enter; I move a 'Do Not Pass' for HB 1243.

Rep. Kelsch: I second that motion.

On a roll call vote, motion carried: 10 yeas 2 nays 2 absent.

Rep. Pollert - Vice Chairman was designated to carry HB 1243 on the floor.

END (3889)

Date: February 1, 2001
Roll Call Vote #:

2001 HOUSE STANDING COMMITTEE ROLL CALL VOTES
BILL/RESOLUTION NO.

House Transportation Committee

☐ Subcommittee on _____
or
☐ Conference Committee

Legislative Council Amendment Number _____

Action Taken Do Not Pass

Motion Made By Rep. Ruby Seconded By Rep. Kelsch

Representatives	Yes	No	Representatives	Yes	No
Robin Weisz - Chairman	✓		Howard Grumbo	✓	
Chet Pollert - Vice Chairman	✓		John Mahoney	A	
Al Carlson	✓		Arlo E. Schmidt	✓	
Mark A. Dosch	✓		Elwood Thorpe		✓
Kathy Hawken	✓				
Roxanne Jensen	✓				
RaeAnn G. Kelsch	✓				
Clara Sue Price		✓			
Dan Ruby	✓				
Laurel Thoreson	A				

Total (Yes) 10 No 2

Absent 2

Floor Assignment Rep. Pollert

If the vote is on an amendment, briefly indicate intent:

REPORT OF STANDING COMMITTEE (410)
February 2, 2001 7:27 a.m.

Module No: HR-19-2171
Carrier: Pollert
Insert LC: . Title: .

REPORT OF STANDING COMMITTEE

HB 1243: Transportation Committee (Rep. Weisz, Chairman) recommends DO NOT PASS
(10 YEAS, 2 NAYS, 2 ABSENT AND NOT VOTING). HB 1243 was placed on the
Eleventh order on the calendar.

2001 TESTIMONY

HB 1243

**Testimony on House Bills 1240, 1241, 1242, & 1243
Presented by Kenan Bullinger, Director
Food and Lodging Division
ND Department of Health
House Transportation Committee
January 25, 2001**

Mr. Chairman and members of the committee, my name is Kenan Bullinger. I am the Director of the Food and Lodging Division with the North Dakota Department of Health. Our agency has responsibility for the enforcement of the laws and regulations as set forth in NDCC 23-10 and NDAC 33-33-01 and 33-33-02, which deal with mobile home parks, trailer parks and campgrounds. I appear before you today not to take a stand for or against this proposed legislation but to offer some possible amendments to place these requirements in some other chapters of the century code where these provisions are already addressed and could possibly be better served.

Chapter 23-10 of the Century Code was established many years ago to provide various health and safety assurances for the tenants, occupants, and guests of these licensed facilities. Current requirements include licensing and inspection for such provisions as safe drinking water sources, plumbing and electrical connections meeting code, adequate storage and collection of garbage, proper lighting, fire protection, procedures for weather emergencies, proper lot spacing, and basic sanitation and maintenance of the parks. House Bills 1240, 1241, 1242, and 1243 mainly deal with issues relating to eviction notices, changes in zoning, security deposits, and rights to assemble. Again, I am not here to argue the importance of these provisions but simply propose that these be placed in other currently existing sections of the century code dealing with landlord/tenant issues. Chapter 33-06 of the North Dakota Century Code deals with eviction notices and could be amended to include provisions for tenants of mobile home parks. Section 47-16-07.1 of the North Dakota Century Code deals with security deposits and could also be amended to include language for dealing with mobile home parks. Lastly, I believe North Dakota's Constitution deals with the rights to assemble.

I believe the major emphasis as outlined in Chapter 23-10 should be to address health and safety issues in mobile home parks and campgrounds. Our staff is not trained or adequate in number to handle enforcement of the provisions mentioned in these four bills before you. I believe these may be better served in current statutes through local jurisdiction. Our department has not been asked to prepare a fiscal note for these four bills but if they would be placed in Chapter 23-10 for our monitoring, response, and enforcement, this could have some significant impact on our current resources. It is difficult for us to project the impact because our department is not currently involved with these types of landlord/tenant issues and how much time it would demand from our current inspection staff.

I would be happy to answer any questions the committee may have.

Written Testimony of:

Susan D. Ternes
10 11th Ave SE - #1
Minot ND 58701
(701) 837-7944

January 25, 2001

RE: HOUSE BILL # 1243 Right to assemble or canvass in facility - Limitations.

While I am aware of my civil rights to form an association, my rights were violated by the park manager of the community in which I live.

In September, while I was delivering newsletters to the members of the Minot Mobile Home Tenants' Association, with my children, Sharon (park manager) and Don (maintenance man) Goetz pulled up in their car. Sharon got out of her vehicle and physically blocked my path by standing directly in front of me (less than a foot away). She demanded that I stop what I was doing, told me it was "solicitation," and reminded me that soliciting is not permitted in the park. When I attempted to explain that I was delivering newsletters to specific trailers, members of the Association, Sharon did, again, tell me that I needed to stop. She repeated that I was soliciting and told me that I needed to stop.

While Sharon and I were facing-off (it did not turn into a brawl), my nine year old daughter saw Don Goetz sitting in his car, which was parked in the driveway of the home where she was attempting to deliver a newsletter to the resident. Not knowing who Don was, my daughter takenly gave Don the newsletter, which was in a sealed envelope and addressed to the tenant of home.

When Sharon, finally, turned back toward her car to get in, my daughter came over to me and told me that she had given Don the letter intended for the owner of the home, because she did not know who Don was. Don's car window was down, so I approached his vehicle and asked him to return the letter to me. He refused. I told him the envelope was addressed to the tenant who lives in B-54, it was not meant for him, and I would like it back. Don shook his head "no," rolled up his window and drove away with Sharon in the car.

After this incident, I was shaken and my daughter was in tears. My child believed that she had done something terribly wrong when she handed Don the envelope. Once I arrived home, I telephoned the police to report the incident. I was told, by the officer who took the call, that it was a civil matter and if the manager had asked me to stop, then I needed to stop.

I did, eventually, get the envelope back, but not before having to involve my attorneys [see attachment].

While the majority of landlords and/or managers do not take it upon themselves to behave in this manner, I do believe that we need an addition to our century codes, detailing these right.


Susan D. Ternes

Oakland Communities of Minot, L.L.C.

August 17, 2000

Richard Lemay
Legal Assistance of North Dakota, Inc.
401 South Main Street, Suite 203
Minot, ND 58701

Dear Mr. Lemay

I am writing in response to your letter dated August 10, 2000 and our telephone conversation on August 17, 2000 regarding our mobile home communities in Minot: Parkview, Jefferson, and Western Village. Before we can continue further with Legal Assistance of North Dakota, we need to know whom you represent. We lease to tenants on an individual basis not as a mass and each individual's specific lease agreement would determine their situation with regards to the change of terms.

On July 28, 2000 we sent out the required 30-day notice, to all applicable tenants, exercising our option to change the terms of the lease. These notices were mailed directly from the Administrative Office in Billings. The administrative office, not the management, determined all changes in terms.

We withheld the mailing of 40 letters and forwarded them to the managers. These letters were withheld because per their current lease agreement, a change in terms was not applicable for these tenants. These letters were to be filed for future reference and referred to when the time came to renegotiate their lease agreements.

Unfortunately, the manager inadvertently mailed these letters. When the error was realized, the management attempted to contact all Tenants who received an increase notification in error. (Please see attachment.)

The September increase in rent and security deposit does not apply to those Tenants who have a year lease agreement or who have agreements with us through Minot Housing Authority. The Management is aware that there are specific notification periods required for a change in terms on these leases. The Management also contacted Minot Housing Authority to inform them that the increases to these Tenants were not applicable.

All tenants with a month to month lease agreement must pay the rent increase. In addition, all applicable tenants must also pay the increased security deposit. Apparently, our concerns regarding

inadequate security deposits are well founded as their attorney is asserting that some individuals may not be financially qualified to be a tenant. Please be advised that we will take the necessary steps to insure compliance.

We are new to North Dakota and did not see in the Statues where this form of change in terms was prohibited. You did state in your letter that there was a case law specifically addressing this matter. I would appreciate it if you could provide me with a copy of this citation to present to my supervisor. Any information you could provide me with will help us in making an informed decision and in resolving this issue as soon as possible.

Sincerely:

Teresa Mickey

Teresa Mickey
Regional Manager

January 23, 2001

THANK YOU FOR THE OPERTUNITY TO SPEAK ON HOUSE BILL NO. 1243

EVERY AMERICAN KNOWS THAT FEDERAL LAW ALLOWS US TO HAVE OR INVITE PEOPLE INTO OUR HOMES AND SPEAK ON ANY SUBJECT THAT WILL NOT INVOLVE BREAKING ANY FEDERAL, STATE, OR CITY ORDENANCE.

THE NEW OWNERS OF 3 MOBILE HOME PARKS IN MINOT, FEEL THEY WILL NOT RECOGNIZE THE FORMATION OF A TENANTS ASSOICATION. THE NEW OWNER STATED THAT HE WILL NOT WORK WITH AN ASSOCIATION. HE FEELS THAT THE THREE MAIN PEOPLE ARE ONLY LOOKING OUT FOR THERE BEST INTEREST AND NOT THE WHOLE ASSOCIATION. A COPY OF HIS LETER IS ATTACHED:

THE MANAGERS FOR THIS NEW OWNER HAVE GONE TO GREAT LENGTHS TO PUT EVERY ROAD BLOCK UP TO STOP THE ASSOCIATION. THEY STOPPED THE PRESIDENT AS SHE AND HER GIRLS WHILE HAND DELIVERING NEWS LETTERS AND STATED THIS IS SOLICITING. MY UNDERSTANDING OF SOLICITING IS THE SELLING OF GOODS WHICH WAS NOT THE CASE. THESE LETTERS WERE ADDRESSED TO THE ASSOCIATION MEMBERS. THAN ONE OF THE HELPERS ACCIDENTLY GAVE A LETTER TO THE MANAGERS THINKING THEY WERE THE PEOPLE THE LETTER WAS ADDRESSED TO, BECUASE THEY DROVE INTO THAT PERSONS DRIVEWAY. WHEN ASKED TO RETURN IT THEY REFUSED. LEGAL AID HAD TO SEND A LETTER TO THE ATTORNEYS FOR THIS COMPANY TO GET THIS LETTER RETURNED. (ATTACHED COPY OF THIS LETTER) WHEN THE ASSOCIATION ASKED TO HAVE A PLACE TO POST BULLETINS, THE ONLY PARK THAT HAD ONE WENT AND TORE IT DOWN.(ATTACHED IS A COPY OF THE RESPONSE FROM THERE ATTORNEY) THE ASSOCIATION FEELS THAT THIS WAS AN INTIMIDATION MOVE ON THE PART OF THE NEW OWNERS OF THE PARKS TO STOP THE ASSOCIATION. THIS HAS NOT STOPPED THE ASSOCIATION. WE ARE AND WILL CONTINUE TO MOVE AHEAD WITH PLANS TO GET BIGGER THAT IT IS NOW.

WE ASK THAT THIS LAW BE IN PLACE EVEN WITH THE FEDERAL LAW TO STOP THIS INTIMIDATION AND BUTTING OF HEADS BETWEEN PARK OWNERS/ MANAGERS AND ASSOCIATIONS



LEGAL ASSISTANCE OF NORTH DAKOTA, INC.
REGIONAL LAW OFFICE

401 S. Main St., Suite 203
P.O. Box 177
Minot, ND 58702-0177

Telephone: 701-852-4369
Toll Free: 877-838-5263
Fax: 701-838-7407

September 18, 2000

William Bergman
1116 - 1st St. S.W.
P.O. Box 729
Minot, ND 58702-0729

VIA CERTIFIED MAIL

RE: Oakland Communities

Dear Mr. Bergman:

On Wednesday, Sept. 13, 2000, Ms. Susan Ternes, the President of the Minot Mobile Home Association (Association), and her children were passing out Newsletters for the Association when Sharon Goetz accosted her, and told her that she could not pass out this information to her fellow Association members. Further, she went on to say that this is "solicitation" and that Susan needed to stop this. She is also in possession of an envelop designated for the tenant who lived in Mobile Home #B54. Ms. Ternes asked to return the envelope that was not hers. Don and Sharon refused to return the tenant's envelop. Ms. Ternes went on to tell them that the letter was not addressed to them; it was addressed to #B54. And again, Don simply rolled up the window and drove away.

According to the North Dakota Century Code § 51-18-01, solicitation is defined as "... a sale, lease or rental of consumer goods or services in which the seller or the seller's representative solicits the sale, lease or rental, by telephone or in person ..." The actions by Ms. Ternes can not be considered solicitation because she is not selling any sort of consumer goods or service.

In fact, the actions of Sharon and Don Goetz are in violation of Ms. Ternes civil liberties as well as numerous other laws. Under the Fair Housing Act, US Code Title 45 Section 42, it states:

"Whoever ... by force ... intimidates or interferes with, or attempts to ... intimidate or interfere with a) any person ... applying for or participating in any service, organization ... relating to the business of selling or renting ... , or b) any person ... 1) participating in any of the activities, service, (or) organization ... described in subsection (a) of this section or c) any citizen because he is or has been, or in order to discourage such citizen or any other citizen from lawfully aiding or encouraging other persons to participate, ... in any activities, service, organizations ... described in subsection (a) of this section, or participating lawfully in speech or peaceful assembly opposing any denial of the opportunity to so participate - shall be fined under title 18 or imprisoned not more than one year, or both ..."

Page Two
Sept. 14, 2000

In light of this law, Don and Sharon Goetz's actions could clearly be construed as intimidation. This type of behavior must cease at once. Further, we have been told by the tenants that the Goetz's are telling certain tenants that if an eviction is coming, they will be the first ones they evict. These actions too can only be construed to intimidate, and this must also cease. The Fair Housing Act allows for punitive damages and other extreme fines to be accessed.

We have informed Ms. Ternes and other members of the Association that they have the constitutional right to pass out their materials. Since the beginning of this dispute, all the members of the Association have been making records or logs of any contact they have had with your Managers, Sharon and Don Goetz. Further, we expect the return of the envelope taken from Susan Ternes.

We are aware that many tenants have filed complaints with other agencies, i.e. HUD, Fair Housing Council and the City of Minot. These complaints are outside the scope of our representation, and we are unsure of the actions taken by the different agencies.

The Association's complaint is with the increase in security deposits. There are many who can not afford to pay the increase or feel strongly that they should not have to pay the increase.

The tenant's most upset have lived in your parks for ten (10) or more years. Certainly, you can not feel these tenants are a risk for moving their mobile home out in the dark of night. Please advise your client that he can avoid further ligation if he only compromises to the request of the tenants and allows them to waive the requirement of the increased security deposit fee.

Sincerely,

Huma Ahsan

Huma Ahsan
Attorney at Law



LAW OFFICES OF
LAMONT & SKOWRONEK
A PROFESSIONAL CORPORATION

110 - 1st STREET SW
PO BOX 720
MINOT ND 58702-0720

TELEPHONE (701) 838-1100
FACSIMILE (701) 838-1101
WWW.LAMONT-SKOWRONEK.COM

October 26, 2000

Legal Assistance of North Dakota, Inc.
Attn: Huma Ahsan
P.O. Box 177
Minot, ND 58702-0177

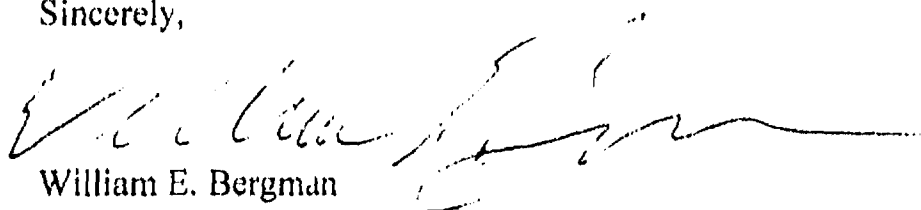
Re: Minot Mobile Home Association

Dear Ms. Ahsan:

Oakland Communities of Minot, LLC received a letter dated October 13, 2000 from the Minot Mobile Home Association regarding the posting of informational notices in the commons area of the Parkview and Jefferson parks. As you appear to be the counsel for the Association, I am responding directly to you.

Oakland Communities of Minot, LLC does not at this time have any space available for the posting of notices and has no intention of erecting a posting area. I am not aware of any law requiring that Oakland Communities accede to the request. Obviously, if you have other information you would like to share, I would be very receptive to receiving it.

Sincerely,



William E. Bergman

WEB/par

c: Oakland Communities of Minot, LLC

EMILY ATHERTON/ ROGER DIETRICH

625 15TH ST SE
MINOT ND 58701
701-858-0570
rogerd@minot.com

January 22, 2001

Dear LEGISLATORS

THIS IS IN REGARDS TO THE BILLS PRESENTED TO HAVE THE LAWS FOR MOBILE HOME COURTS CHANGED.

EACH OF THESE LAWS ARE IMPORTANT TO THE TENANTS IN MOBILE HOME COURTS BASED ON THE THINGS THAT HAVE JUST OCCURRED IN THE 3 PARKS IN MINOT.

HOUSE BILL NO. 1240

THIS BILL IS A VERY IMPORTANT BILL TO ANY TENANT IN ANY MOBILE HOME PARK. IF A MOBILE HOME PARK IS CLOSED FOR THE PROPERTY TO BE USE AS SOMETHING ELSE. FIRST THE OWNER OF THE MOBILE HOME HAS THE BURDEN AT THIS TIME TO FIND A NEW PLACE TO PARK THE HOME IN 30 DAYS AND HAVE IT MOVED. THE OWNER HAS THE BURDEN OF WHERE TO PARK IT BECAUSE A LOT OF THE PARKS WILL NOT ACCEPT A CERTAIN AGE MOBILE HOME, IF THE OWNER FINDS A PLACE THAN THE OWNER HAS THE BURDEN OF FINDING THE MONEY TO MOVE THE HOME ALONG WITH ALL THE RECONNECT FEES. THE WAY THE LAWS ARE AT THIS POINT IN TIME ALL THE BURDEN IS ON THE OWNER OF THE HOME AND IN MOST CASES THE HOMES ARE OWNED BY PEOPLE ON A FIX INCOME AND CAN NOT AFFORD TO MOVE THEM.

HOUSE BILL NO. 1241

THE EXTENSION OF LEASE UPON TERMINATION OR EVICTION: THIS IS ANOTHER LAWS THAT IS IMPORTANT DO TO IF YOU HAVE ONLY 30 DAYS AS LAW IS NOW FIRST YOU HAVE TO FIND A MOVER IN THAT PERIOD OF TIME WHICH ALMOST IMPOSSIBLE. THAN YOU HAVE TO FIND A PARK THAT WILL ALLOW THE MOBILE HOME IN. WITH THE EXTENTION A WORKING PERSON WOULD HAVE THE TIME TO FIND A MOVER TO MOVE IT, A PLACE TO PARK IT OR FIX THE PROBLEM THAT CAUSED THE EVICTION IN THE FIRST PLACE. THE WAY THE LAW READS NOW THEY CAN EVICT YOU FOR ANYTHING.

HOUSE BILL NO 2143

AS TO THIS LAW THERE IS FEDERAL THAT STATES RIGHT TO ASSEMBLE BUT THE MINOT MOBILE HOME TENANTS ASSOCIATION WOULD LIKE TO SEE STATE LAW. FACT THE PARK MANAGES OF 2 PARKS STOPPED THE PRESIDENT FROM DELIVERING NEWS LETTERS TO ASSOCIATION MEMBERS. THE PARK MANAGERS STATED THIS WAS SOLICITING. MY UNDERSTANDING OF SOLICITING IS SELLING GOODS AND THAT WAS NOT WHAT THE PRESIDENT WAS DOING. THE ASSOCIATION FEELS WE HAVE THE RIGHT TO ASSEMBLE AND HAND DELIVER NEWS LETTERS IF THAT IS THE COST EFFICIENT WAY FOR THE ASSOCIATION TO DO IT.

HOUSE BILL NO. 1242

SECURITY DEPOSITS: THIS IS A LAW THAT NEEDS TO BE IN PLACE DO TO 3 PARKS IN MINOT HAVE BEEN SOLD TO AN OUT OF STATE FIRM. AFTER ALL THE TENANTS RECEIVED LETTERS STATING NOTHING WAS GOING TO CHANGE. THE NEW PARK OWNER SENT A LETTER STATING THAT THE RENT WAS GOING UP AND THE TENANTS HAD TO SEND SECURITY DEPOSITS TO MATCH THE ONE MONTHS RENT. A LOT OF THE TENANTS IN 3 PARKS HAVE LIVED IN SAME PLACE FOR MANY YEARS AND PAID THE SECURITY DEPOSIT AT THE TIME THEY FIRST RENTED THAT LOT. THIS WAS PART OF THE ORIGINAL AGREEMENT. I PERSONALLY HAVE NEVER LIVED AT A PLACE THAT HAD BEEN SOLD TO A NEW COMPANY AND THEN ASKED TO PAY MORE SECURITY DEPOSIT AFTER THE NEW OWNERS TOOK OVER WITH THE DEPOSIT ALREADY PAID

Sincerely,

EMILY ATHERTON/ ROGER DIETRICH

Signature

Emily Atherton / Roger Dietrich

Oakland Communities of Minot, L./L.C.

September 12, 2000

Dear Homeowner,

We are writing to you in response to the publicity, rhetoric, and information circulated both at meetings and in the media regarding the change in terms to your lease effective September 1, 2000. While many of you have already complied with the rent change requirement, there are still some who have not. Since there seems to be some misunderstanding and inaccurate information about the lease changes, I will try to clarify our position and address some of the issues in question.

Per North Dakota State Statute 47-16-07, a landlord may change the terms of a month to month or periodic lease when 30-day notice is served upon the tenant. "The notice, when served, shall operate and be effectual to create and establish as a part of the lease the rent, and conditions specified in the notice." Both the rent amount and the increased security deposit are valid changes and rights under North Dakota law.

A landlord may also terminate a month to month lease with 30-day notification. A lease termination would mean that you would reapply for tenancy at which time you would be required to submit an application fee and a full deposit if application is approved. Furthermore, some residents may not qualify for tenancy based on credit and landlord references. We felt that it was to your benefit to change the terms of your lease rather than requiring new leases.

We do not feel that the changes in lease terms are extreme or unfair. The rent increase reflects a modest cost of living increase something that all homeowners experience on some level.

As for the increase in security deposit, it is common practice to require a deposit an amount equivalent to one month's rent. Tenant deposits are in varied amounts with some tenants having no deposit at all. We have chosen to treat everyone equally with the same proportionate deposit rather than widely varying amounts. It has never been our intention to create undue hardship for our residents. Frankly, we are surprised by the reaction.

Therefore, if you have a financial hardship in meeting the deposit requirement, we offer the following option: sign a letter of agreement stating that you will make a minimum monthly payment of \$10.00 per month until the additional deposit amount has been paid in full. If you choose this option, please make an appointment with the management to complete the necessary paperwork. Please note that we will take the necessary steps to insure compliance of all terms of the lease. Per the lease agreement, late fees will be assessed where applicable and non-compliance with the lease terms will be cause for eviction.

There have been some concerns and questions regarding what has or what will happen to your deposit. All deposits and amounts transferred from the previous owners and all additional deposits received by Oakland Communities of Minot are held in a federally insured interest bearing account, per North Dakota Law. These funds are not used as additional operating income as some of you have believed. Your deposit will continue to earn interest until such time as your lease terminates and all refunds will be in accordance with the terms of your lease and applicable state law.

There also seems to be some misunderstanding regarding tenant/landlord obligations pertaining to repairs. If you have a legitimate repair, please notify the management in writing and we will address the issue according to the terms of the lease. However, enhancements or improvements are not required repairs and you cannot elect to withhold rent in lieu of these types of costs.

We realize some of you have been confused by some of the statements made by Legal Aid of North Dakota. This is unfortunate as they have no legal basis for their position. It is for this reason that they have conducted an aggressive media and recruitment campaign to threaten and intimidate us. As homeowners in our community, you need to understand that most new residents don't move to vacant lots. They buy homes that are already set-up. A long-term negative attack campaign in the media is not going to change our business practices, which have been reasonable and successful for many years. It will, however, falsely and maliciously portray our community as a less desirable place to live.

The first thing to be affected will be the resale value of your homes. An additional \$45-\$100 in your deposit (savings) account is insignificant compared to the potential loss of value you could sustain if Legal Aid and their new Association continues with its tactics. 30 people got together after much pressure from Legal Aid, over a 1000 of you did not. The vast majority of you understand that when leasing a community space, apartment, car, office, furniture, etc., a months deposit is standard procedure and I don't know of anyone else who would accept the deposit over time payment the way we are offering to do.

The assertion has also been made that we are being inconsistent with these policies. This is not true. Policies are uniform and applied. Legal Aid is aware that those few who are not affected by the lease modification have longer-term leases.

I would also like to address Associations. It has been our long-standing policy not to meet with, communicate with, nor negotiate with Associations. We rent to individuals, not groups or associations. We will not listen to 5% of the residents, represented by those telling us what all of you think. Our experience tells us that association leaders usually have their own agenda and are rarely in the best interest of the community.

We believe that as homeowners you are perfectly capable of expressing yourself without the aid of an association. Our managers are always there for you. You are our customers and we value you and your input at anytime.

Sincerely,

Gary Oakland

Minot, N. D.
January 22, 2001
Fifty Seventh Legislative Assembly
of North Dakota
RE: House Bill H 1243

As a mobile home owner and a
citizen of the United States:

We have a right to assemble
in a peaceful manner according
to the constitution of the United
States. This should not be
infringed upon by park owners
or managers. We should be
allowed to discuss unfair charges
and or practices in an orderly
manner.

Delores Walwood
1852-16th St SW H 37
Minot, N.D.
58701