



Manufactured Homeowners Coalition of Michigan, Inc.

P.O. BOX 180101

UTICA, MICHIGAN 48318-0101

Mr. Timothy DeWitt, Director
Michigan Manufactured Housing Association
2222 Association Drive
Okemos, MI 48864-5978

April 15, 2006

Dear Mr. DeWitt:

In reply to your letter of March 31, 2006, we would like to rebut some of your statements that you made. When we wrote to you, we said we are aware of what is on the Books and that would include *The Manufactured Home Buyer's & Resident's Handbook, Mobile Home Commission Act* P.A. 96 of 1987, as amended and the *Manufactured Housing General Rules* Amended August 1, 2003 and copies of the *"Truth in Renting Laws."* Also members of MOCOM attended the meetings in Lansing (Round Table) to go through the *Manufactured Housing General Rules* and make amendments, deletions, corrections and add new information.

In one of those meetings in Lansing the subject of Park Owners renting out homes was discussed, but after much debate and discussion it was resolved with the concurrence that OWNERS nor HOME OWNERS would be permitted to rent/lease homes.

We, MOCOM, are the Association that called the ATTORNEY GENERAL to alert him of the errors in the *Manufactured Home Buyer's Handbook* that was prepared for publication for 2005. The Attorney General's Office called our State Senator, Alan Sanborn who then called Julius Smith at the Office of Local Government & Consumers Services to find out what errors were in the Book to be published. The Attorney General's Office called us and we informed him of the errors. Our Senator called us and said that the *errors* would be corrected. Julius Smith called to asked what errors are in their new issue to be published. (We saved the State a lot of money because of the wrong information for they would have to replace and recall this publication). Also on every page, where bullets should be, they had question marks which made the complete Book, ambiguous

The error was a grievous one. In that Book on Page 12, it was wrongly stated that, "...a security deposit, which cannot be more than 12 times the monthly rent" instead of, "more than 1-1/2 time the monthly rent." This item was repeated on Page 13 but they corrected this error by deleting it.

Under "statutes and laws of the State of Michigan" listed on Page 1, Item #1 and Item #11 there is no *statutes given* where in the letter you state, "The list also provides the statutory or regulatory citations of each such *right*". Therefore, these two items alone fail to give protection along with all of the *ITEMS WE ARE LISTING ARE RIGHTS WE SHOULD HAVE BUT WE HAVE ONLY IF WE FIGHT FOR THEM.*

NOTE: All cases listed are on file, recorded with documentation.

1. **BILL OF RIGHTS**

[No-MCL] Right to be free from discrimination in the terms, conditions and privileges of purchasing financing a manufactured home and renting a manufactured home community site.

CASE #1: An elderly couple (late 70s & early 80s), asked for help from the Association President and showed her their RENT BILL. They had a \$2,500 credit on their rent they had paid in advance. **BUT** on the rent Bill they had a \$45.00 **LATE CHARGE**. The Association Officer went with them to the Office and told the Office Manager the problem and she immediately became loud and adamant and ordered them out of the office stating I can not talk to you because you are from the Association. The Officer tried to ask another clerk about the error and she was warned by the Office Manager not to answer any questions. The Officer walked out with the elderly couple and told them to get their daughter to make an appointment with the Manager of the Community to have

this error corrected. **We cite discrimination against the Association President that was ordered out of that office.**

CASE #2: An adult male was in the swimming pool when the Manager came in and went over the list of people who signed in. He singled out this male and charged him with trespassing and ordered him out of the pool. The attendant of the pool told the Manager that was the man's name. No apology was given.

CASE #3: Homeowners of the community were in the swimming pool and were ordered out when the Manager stated that there is a storm warning. But after everyone left the Manager, her family members and friends were in the pool for a private party. All the homeowners could do was be angry and cited discrimination.

CASE #4: Elderly woman (95 years old) was paying for a dead dog \$10.00 a month and when she went to the office to have the dog taken off her rent she was told we don't do that. She asked the Association for help so the information was presented to the Manager of the Community but he ignored and denied that she was paying for the dead animal because it was rolled into the BASE Rent **for 26 years**. She received a phone call from their lawyer when her case was taken to Small Claims Court and he said they would settle for \$100.00 which they took off of her next month's rent. He told her if she did not accept that amount they would evict her for a **FRIVIOUS LAW SUIT**. The case went to court but the Magistrate would not allow her to have help (legally blind and in a wheel chair). He stated she would get another \$150.00 and if she would not settle the case would go to District Court #41 and she would have to question people and answer questions. The Magistrate spoke to her in an authoritative threatening tone of voice and she could only answer in a whisper. Sally moved out of her home in 2005 and the house was razed. **This case shows discrimination, threats, and intimidation.**

2. **[MCL 125.2328 (1) (G)] Right to a written lease etc.** When offered a written lease many homeowners have complained there is nothing on the pages, only printed information but other pertinent information is none existent. Many buyers do not have the education and experience or know what to look for neither do they have the financial means to have a lawyer look over the contract. We have defined the **RULES** as being arbitrary, capricious in nature and changed at the whim of Management. The same rules do not apply to every one for there is favoritism.
3. **[MCL 125.2327] Right in truth in advertising etc.** We have had in the last year two items with false information advertised to the public. We took both cases to the Attorney General and immediately the false information was stopped. We question why do we have to protect ourselves against a business that practices this type of misleading/malicious false advertising?
4. **[MAC 125.1403 (12)] Right to cancel a sales contract etc.** One homeowner bought his home from a Realtor and was told that he also **owned** the land. He gave a \$8,000 deposit and when he went to the community office to sign the contract the Manager told him the truth about his sales contract and he was told that he would not get back his deposit because his seven-day time limit was then expired. Many homeowners are required to pay the security deposit, but additionally upon approval by management they must pay an added 3 months, 6, months, 12 months after they had purchase their home. He was also told that rental increases were rare but found out that the rent increases every year. He would have to hire a lawyer but we found that the courts are prejudiced against the homeowners.
5. **[MCL 125.994] Right to a warranty** on all materials etc. Items that are under warranty are not corrected immediately, before the full year is up. Therefore the homeowners have to pay someone to correct the work, such as sagging floors, windows that cannot be opened, and many more items.
6. **[MCL 554.631] Right to truth in renting** Homeowners are not given the Community Rules until they have signed the contract, nor are they given **The Manufactured Home Buyers & Resident's Handbook.**

The Secretary of MOCOM was never given a copy. She helped form a resident Homeowners' Association in her community and found out from a friend that there was such a Book **but no one she came in contact with in that community** was ever given a copy of that book .

7. **[MAC 125.2006] Right to receive community rules and regulations etc.** Many homeowners have complained to MOCOM that they never received a copy of the community rules. Because they never received the rules (or the rules were changed or are outdated) they have received citations with warnings of possible eviction. Rules have been changed without the 30-day notice. For EXAMPLE there is no consistency in the community for some pay for an animal and some do not. Some pay \$10.00 more a month rent for a home located on the periphery and some do not although they live next door to each other.
8. **[FCC 98-273] Right to place a TV antenna or satellite dish** Some homeowners challenged their rule that they could not put up an antenna but the FCC over ruled their rule.
9. **[MCL 125.2328 (1) (E)] Right to accurate utility charges** for all electricity, fuel and water service provided in a manufactured home community. We have many complaints of overcharges on utilities.

CASE #1: Ted notified MOCOM that he received a water bill for **\$672.00**. Ted restores homes so he knows how to check water meter readings etc. MOCOM wrote up the necessary complaint to his Manager. His request to have the overage taken off his Bill was denied. MOCOM followed up with a letter to the State. The **water bill was reduced to his normal amount**, that is, a water bill for a single person in the home who is away from the home everyday. Two years later he received a water bill in the amount of **\$1200.00**. MOCOM set up a meeting with the Regional Vice President of Hometown America and this information was related to him. That same day Mr. Anderson went to his community and had the large overage of his bill removed and notified the Secretary of MOCOM that it was removed.

CASE #2: Max contacted an Officer of MOCOM and stated her water bill was \$45.00 for just two elderly adults. The Officer and the husband and wife went up to the clubhouse and put in a written complaint. They claimed she had a leak but there was none. They told her that they had to turn her water meter back because there was a glitch and they had to set the meter back to zero. If that were true they would have a water bill smaller not larger. After researching the type of meter that was put under the home, there is proof it is not possible to reset the meter once it is functioning. The couple received a refund of the overage but it took almost two years to prove their case.

10. **[MCL 600.5775] Right to be free from unjust evictions**

CASE #1: Lori, a single mother of three children was cited for eviction. She was told she had to paint her house, repair the porch and steps, get another shed for the one she had was full of dents in the aluminum made by the teenager next door. She tried to explain to management why her home was full of dents but they had a deaf ear. She contacted MOCOM who came out and painted her home, porch and steps after they repaired them. MOCOM put in new windows and found a shed that was in better condition. No eviction occurred, but we question how many other indigent mothers, with children, have been evicted because their home was damaged by someone else.

CASE #2: A family bought a new used home in a community and when they moved into the house there was a shed painted the same color as the home. Management came out and knocked on the door and with a threatening voice told the husband you have to put vinyl siding on the shed. He checked in the community and found that management advertised sheds for rent for \$35.00 a month almost identical to the shed on his lot. When he questioned the Manager about that shed that was for rent was told, "... if you don't do what you are told, I will find another way to do it, pack your clothes and get out of here." He was cited for eviction. Contacted the homeowners Association, they wrote up the complaint and went with the homeowner to file a complaint with the Prosecuting Attorney's Office. The homeowner wrote up the complaint and a little later he

was informed that the eviction was withdrawn. This would have been an unjust eviction using harassment, intimidation and threats against the homeowner.

CASE #3: Carole and her husband were being evicted because they were active (Officer) in their Homeowners Association. Went to court and after the Judge heard the Manager's justification for the eviction the Judge ruled against the Community Manager and cited that it is a case of **retaliation**.

CASE #4: Lee, President of his homeowner's Association was demeaned by a **racial slur by the Community MANAGER**. Got in touch with the Michigan Civil Rights Commission who sent a Representative to meet with the homeowner and the Community's Lawyer. Manager was excluded from that meeting but MOCOM was present to assist the homeowner. MOCOM cited laws that protects homeowners from this type of abuse. The case was settled amicably. Lee is free to exercise his right to organize and Chair the Association meetings etc.

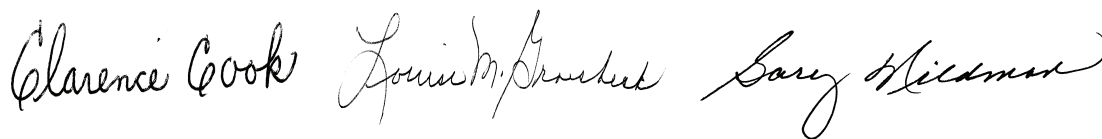
11. **[NO MCL GIVEN] Right to an in-person conference** with the manufactured home community owner or operator prior to commencement of formal evictions proceedings. Evictions are arbitrarily set by the administrator of the community often without justification or with some reasonable cause. Someone failing to put their garbage out on the right day, failure to mow their lawn when dictated to, left children's toys out. **The Operator of a community, with witnesses watching, took toys from the homeowner's storage area and strew the toys all over the lawn. Then took the swimming pool and turned it up-side down on the lawn so that they had just cause to evict the home owner and then took pictures with a camera to have proof. Notice of eviction is given to homeowners without them given ample time to be able to defend themselves.**
12. **[MCL 600.5720 (1) (C)] Right to form a homeowners'(residents) association.** Homeowners are told they don't need an Association and if they join they will have problems. They are told untruths about the Association and hinder homeowners from recruiting members by refusing them the right to pass out literature about the Association in the community. They are told to mail the information; we question how do we know the names and addresses of the people in the community to do that. To form an Association you need the freedom (right) to contact people in the community, meet with them, to discuss issues and things that they might be concerned about. Many communities refuse homeowners the right to use the clubhouse for meetings making it near impossible to be able to meet for there is no on street parking or parking spaces available. The community building is the appropriate place to meet but most are denied access to that facility.
13. **[MCL 125.2428 (1) (H)] Right to on-site sale.** D.V. **CASE #1:** Potential buyers were not given honest, correct information about on site homes that were up for sale by homeowners. Many potential buyers were told that there was a lien against the home they were interested in and they would have problem. They were told this so they would buy one of the homes that the real estate employee would benefit from the sale. **CASE #2:** A person purchased a home (not through their agent) and was treated with abuse and only months later they were cited with eviction. MOCOM intervened on their behalf requesting a meeting with management. The D.V. family received an apology. MOCOM requested that the family never be harassed again and cited with frivolous citations again. Management gave consent and the family was told they would not. Later that same day that family received a basket of fruit, in person, by the Regional Manager. We question why this happened in the first place. **This case is also documented.** We question why do people have to bear such degradation in the first place.
14. **[MCL 554.607] Right to refund of security deposit** A person in a community had to put down the regular security deposit, but he was also required to pay an additional three months security deposit that has not been returned to him. The homeowner was informed that the 3 month security deposit would be refunded in one year from the date he moved in. It is now nine years later and he has not received back this extra security deposit. **Witness available for testimony with rent receipts to show the money being withheld to this date.**

15. **[MCL 125.2328 (3)] Right to sue** There have been many attempts to sue but people living in these communities do not have the financial means to hire an attorney. Several that tried to file in small claims court were faced by the Manufactured Home Community Lawyer and the case was moved to a higher court where the claimants must have a lawyer to defend themselves. Many people do not have the education and resources to go through this ordeal. Why must they be faced with this unfair and costly situation?? (because they do not have the money to do so)? In one situation the elderly person tried to get help from the county Seniors Legal help. But the elderly person was given such a run around she was completely distraught and could only cry. She opted to move out of the community.
16. **[MAC R125.1192] Right to file a complaint** Associations have tried to do this, but in too many cases they receive a letter back stating they do not cover the items cited and close the case. They do not advise the person who will cover this information. MOCOM has many of these cases on record and testimony of the unwillingness of the Department of Labor & Economic Growth to advise the person where to get help. MOCOM has gone to Lansing many times to try to resolve cases but they have not received a response from Lansing, although the information is listed on the Books and mentioned in the very first paragraph of this rebuttal. The majority of people (85 %), on the Michigan Manufactured Housing Commission, are directly involved with the ownership, financial management of or are suppliers, dealers, builders of these homes, realtor etc. Because of their self-interest they are not about to help in any way in a manner that might limit, or interrupt their control and governing of this multi-billion dollar INDUSTRY.

There has been much rhetorical comments about the freedoms we homeowners have, we will continue to look for some one who will champion our cause, to tell the truth, and rectify inconsistencies of what is being said publicly and to the news media.

There are many more cases in our files, but we have attempted to give you just a glimpse of some of those we have. In this letter we have attempted to be as professional as possible, **but the truth is not always so pleasant.**

Sincerely,



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