Senator Curry, Representative Gere, and honorable members of the Joint Standing Committee on Housing and Economic Development,

My name is Marieke Giasson, and I am a resident of Bay Bridge Estates in Brunswick, which is the largest mobile home park in Maine. I am testifying today because LD 2231 is a very good start. I, along with my tenant union co-leader, have been steeped in these issues for the last year as we've worked towards a rent stabilization ordinance in Brunswick. I also had the privilege of participating in several of the GOPIF working groups that led to the report on LD 1765 which was presented to this body in January. I have a deep understanding of many of the issues related to mobile home parks in Maine: licensing, oversight, and landlord-tenant issues. As such, I am compelled to point out some parts of this bill that need further clarification. As it's currently written, residents of many parks (including my own) will effectively be prevented from accessing the very protection the bill is intended to grant.

For clarity, my comments and suggestions are in red:

LD 2231 An Act to Support Owners of Manufactured Housing, Mobile Homes and Tiny Homes

Be it enacted by the People of the State of Maine as follows:

Sec. 1…

Sec. 2…

Sec. 3. 10 MRSA §9093-B, sub-§2, as enacted by PL 2025, c. 399, §2, is amended to read:

2. Notice contents. The notice under subsection 1 must include:

A. The name, address, telephone number and e-mail address of the owner of the manufactured housing community;

B. The amount of the increase in lot rent or fees, in dollars, and the type of fee increased;

~~C. The average lot rent and fees by the type of fee, as a dollar amount, for a manufactured housing community with equivalent services and amenities in the area at the time of the notice;~~

~~D. The average lot rent, calculated pursuant to paragraph C, increased by 1% above the Consumer Price Index for the Northeast Region, or its successor index, as published by the United States Department of Labor, Bureau of Labor Statistics or its successor agency, in dollar amounts, referred to in this section as "the allowed lot rent increase";~~

~~E. The average fee for each type of fee, calculated pursuant to paragraph C, increased by 1% above the Consumer Price Index for the Northeast Region, or its successor index, as published by the United States Department of Labor, Bureau of Labor Statistics or its successor agency, in dollar amounts, referred to in this section as "the allowed fee increase"; and~~

F. A statement of the manufactured home owner's right to request mediation and the requirements to make a request~~.~~; and

G. The percentage change for the previous 12-month period in the Consumer Price Index **for All Urban Consumers, CPI-U** for the Northeast Region, or its successor index, as published by the United States Department of Labor, Bureau of Labor Statistics, or its successor agency.

Why this further clarification is needed: multiple parks issued rent increase notifications with confusion about whether they were supposed to use the CPI % that is specific to housing (currently 4.0%) rather than the total CPI (currently 2.8%) which measures the changes to the overall cost of living. While the difference appears small, the resulting rent increase would be 43% higher using the housing number vs the overall CPI.

Sec. 4. 10 MRSA §9093-B, sub-§3, as enacted by PL 2025, c. 399, §2, is amended to read:

3. Request for mediation. If the ~~dollar amount of the proposed lot rent increase is above the allowed lot rent increase or the dollar amount of the proposed fee increase is above the allowed fee increase for the type of fee increased~~ percentage increase in lot rent or fees is above the percentage from subsection 2, paragraph G, owners of manufactured homes in the housing community, subject to the proposed lot rent or fee increase, may request the proposed lot rent or fee increase be subject to mediation, if:

A. A number of owners representing 51% or more of the households in the community, subject to the proposed lot rent or fee increase, sign a written request for mediation; and

B. The written request is mailed, by certified mail, to the owner of the manufactured housing community within 90 days of the date of the notice required by subsection 1.

Clarifying that signatures are needed from 51% of the **affected** households vs **all** households is great, but this wording only helps if the rent is increased for all tenants at the same time and by the same amount for all tenants. Why is this a concern? Many parks, particularly those with newer, corporate owners, charge new tenants a higher rent than existing tenants. The disparity is frequently stark: 3 parks (Brunswick, Standish, and Sanford) owned by different companies charge new tenants more than their lowest-tier tenants by 39%, 61% and 75% respectively. Over time it results in multiple different rent tiers. My park (Bay Bridge, Brunswick) currently has 3 rent tiers ($600, $665, and $800, with new tenants being charged $835). The owner recently notified us of a rent increase and we know (through community organizing) that all tiers were increased by $35. That means the % increase is different depending on what tier you're in, with the lowest tier getting the highest increase. If the increase for any tier is below the threshold for mediation, those households would not be subject to the over-limit rent increase so wouldn't be included in the number needed to reach 51%. The problem with that is that tenants have no way of knowing which households would be affected.

Further complicating the matter, the rent isn't always increased for everyone at the same time. In my park, some (but not all) tenants have a lease that locks in their rent for a year. Those people get a rent

increase whenever their year is up and, unless they happen to know which other households are on the same schedule, they can't request mediation.

Without some additional clarifying language, both tiered rents and asynchronous rent increases effectively deny tenants access to the statutory protections they're entitled to.

Sec. 11. 33 MRSA §459-A is enacted to read:

§459-A. Purchase of manufactured housing community or mobile home park

After signing a purchase and sale agreement, or similar legal instrument to and prior to executing a transfer in interest of a manufactured housing community or mobile home park, as defined in Title 10, section 9091, subsection 2, the purchaser shall hire a qualified 3rd party to conduct an inspection of the community's infrastructure. For purposes of this section, infrastructure includes, but is not limited to, roads, sidewalks, water and sewer systems, utilities, digital connectivity and landscaping.

This is very important, but there's still a big piece missing. Many new park owners knew that there were infrastructure problems *before* purchasing their park but went ahead with the purchase, knowing that they would need to raise the rent by staggering amounts. One owner, in public testimony last year, stated that they knew about the infrastructure problems but felt that they would be the best stewards of the property and landlord to the tenants. They almost sound benevolent until you learn that they increased the rent by 110% in their first 3 years of park ownership. Other owners, like the company that owns my park, knew about problems but chose to ignore them, despite taking a $25 million mortgage on a $8 million park purchase and not using the remaining $17 million to fix the problems (4 years later they refinanced for $62 million and nothing has changed). A potential buyer having foreknowledge about what they're getting themselves into is, of course, vital. But it needs to be coupled with protections that prevent dishonorable owners from claiming that "fixing the problems costs too much" is a legitimate reason they should be allowed to increase the rent by enormous amounts. If a buyer can't afford to purchase a park that has **known** infrastructure problems without raising the rent by 25%, 50%, 100%...then they can't actually afford to buy the park. And parks that extract equity to line their investors' pockets while allowing major safety problems to remain…well, the words I have for that would not be appropriate to write in this document. Park ownership is a business, and buyers have the right to expect a fair return on their investment. But I beg you to understand that there is a very wide difference between "good owners"- those who make business decisions that take their tenants safety into consideration- and "bad actors" who knowingly and intentionally put their tenants in both financial and physical danger. The historic laxity of Maine mobile home park laws and oversight left the door open for a lot of "bad actors" to come in. Writing laws that will protect tenants while also allowing "good owners" to be financially successful is important work and I'm grateful you're doing it. But please remember that a lot of "bad actors" are already here and they will continue to try to get away with as much as they possibly can.