

April 30, 2025

The Honorable Cheryl Golek
Room 333, State Capitol
State House Station
Augusta, ME 04333
Cheryl.G9olek@legislature.maine.gov.

RE: Housing and Economic Development Testimony – Approve Bill (LD 1723)

Dear Representative Golek,

My name is Jessica Potter, and I am a Notary Public of Maine, regional center consumer, advocate and community member who owns a mobile home, located in Lincon County, Maine.

Please accept this written testimony to the legislative committee on behalf of **Bill LD 1723**, which I WHOLE HEARTLY AND FULLY SUPPORT. This is an enormous burden that the consumers, homeowner, or renter of manufactured homes are currently facing statewide, with no option or support to prevent ourselves from being priced out of our own homes, which we own. The park owners and their management companies apply rules and fees that are not feasible for our dwellings. Many citizens within the Manufacturing housing communities own our homes and only rent the lot it sits on. Some rent or rent to own their homes. If the rent continues to rise within these communities, with no cap, it will be harder for people to remain in their homes. Should owners decide to sell their manufactured home, because they can no longer afford the rent, they must notify the owner or management company who will charge the potential buyer for an application fee and then decide whether they will approve or deny the buyers access to the park. For a buyer to obtain approval from the park, they must make 3-4x the amount of rent in one month. (This may not apply to every community; however, it is a requirement by our owners). Therefore, owners/management of such organizations participate in the sale of our homes as well. This is not right. If we must sell our home because we cannot afford the rent, we should not be punished or need to obtain their permission.

Another option would be to relocate. My family cannot afford to buy property and move our manufactured home, to another location. It is difficult to obtain the financing to do so, nor do we have the means. The last option would be to move into a house or apartment. We could not afford that either. Personally, we purchased our mobile home in hopes of living within our means. If the rent continues to increase, we are not sure what will happen, or where we would even go, as we do not have family here in Maine. We would be homeless. The owners were aware of the property issues via the disclosure when they purchased the property. Our rent goes to maintenance of the said property. Since our increase this January, we have already received notice that another \$100.00 increase will take effect come August 1, 2025. (7 months later). This is a \$200.00 increase in one year so far. I expect another to be honest.

During a meeting with our owner last summer, he stated that our rent will increase \$100.00 as of January 1st, 2025, from \$450.00 to \$550.00 and a 5% increase every year after that. He already went back on his word. Why do we have a lease when they can increase the rent at any time? A lease should protect both the owner and renters. If we own our home and only rent the lot it is sitting on, why do we have a lease that is supposed to be a binding contract for the year, when they can edit or increase the agreement anytime they please? What are they doing with this money? Many parks are in poor condition, some inhabitable! Although few improvements have been addressed in our park, a substantial amount of work remains. But at what cost and

who gets to decide? Are they legal and necessary? Are issues completed by licensed companies? Who follows or maintains this information to hold management companies/ owners accountable?

I have enclosed the following documents which include my personal story and represent why there must be a Law governing Manufactured Housing Communities, their owners, and management companies to stop excessive increased rent within our communities.

I kindly ask for you to pass this bill so families may safely remain in their homes they have worked so hard for. I do not want to see any further punishment or homelessness because of excessive rent and fee increases. We are the blue-collar workers/ middle class citizens working hard to make a positive influence within our community and survive the best way we know how. We understand everyone needs to do their part and we certainly do, as we are responsible for our own homes as homeowners. This includes but is not limited to maintenance, home insurance, utilities, heating and various park fees such as tariffs, water bill for the well, letters, utilities, Labor for 3rd party billing costs, materials and Administration services, etc. all of which are **NOT** included in our rent.

I genuinely appreciate your time and consideration! Your assistance with passing Bill 1723 will be life changing for our Housing and Economic Development within the State of Maine. We look forward to hearing from you!

Sincerely,



Jessica Potter- Notary Public
970 Gardiner Rd.
Wiscasset, ME 04578
Jlpotter85@yahoo.com

Enclosure://

**Jessica Potter
970 Gardiner Rd
Wiscasset, ME 04578**

March 18, 2024

RE: MREM-Maplewood Hill - LTV

Dear Senator Reny,

My name is Jessica, and I am the Owner of a Mobile Home. My husband and I Purchased the mobile home outright in 2021. At this time, we had relocated from out of state and were living in a hotel for 6 months, because there was no affordable housing available. At that time, our realtor asked if we would be willing to look at mobile homes and at this point, we were willing to call anyplace, other than a hotel, our home! At that time, Maplewood was owned and operated by Brendon. We were new to town and were excited to have found a place, it seemed very quiet, respectable and peaceful.

Upon our purchase, we were required to submit an application, which was needed for approval by the owner. This also required a deposit fee for the lot and animals (as stated in the lease). My husband and I decided to purchase the mobile home, not knowing what may lie ahead. At the time of closing, we were given an Annual Lease, park rules and water documentation. When we moved in our lot rent was \$310.00. Many of the homes in Maplewood are privately owned and only the lot is rented. According to Brandon, only a few lots were rent to own. Once we moved in, everything was great. We didn't seem to have any major issues, except for the water issue, to which Brendon did respond, but never found the issue by the time he sold it to MREM.

Unfortunately, with the chronic water leak, it had burned out our well pumps, our water had little to no pressure and had a funny smell/ taste to it. Every time we report it, they come and dig up a portion of the road, temporally patch a Band-Aid and recover it. After a while, the water will pool up, from beneath the ground. This is a vicious cycle and continues with MREM, but they do not respond to our inquiries. We never know if we will have water and we never know if it is truly safe to consume. At one point were without water for almost two weeks straight. During that time, we were not notified of what

was going on, nor were we provided with water. There was no notice given, no boiling water notice given, and no lift notice given. This is not acceptable; it is a health and safety issue that has never been addressed appropriately.

We have also been experiencing rent increases with no justification, and for those of us who were tenants before MREM purchased the MHP, we have seen obvious changes- and not for the better. This is not the claim that the new ownership made in their welcome letter in 2022. We have already experienced better management with 66% less rent and as we are tenants in this park, while the new ownership may have a long trail of additional expenses due to relationship with a third-party management company, those costs of doing business are their choice, not an inherent expense of owning a park. We do not know who benefits from the continual rent increases, but we know who gets hurt by them.

We are fully aware that before this purchase the park was highly manageable and well cared for. Previous owners were responsive and available. They cared about the grounds, and they cared about ensuring that individual households were not in need when issues arose. They properly managed this property and were local enough to be available when emergencies arose. They had dependable contractors who could be available to adequately solve issues.

In addition, we personally do not have a current lease as we have never received one from MREM. I have asked for one and they copied the old lease, added or changed what they wanted (things that do not pertain to us, as we own our mobile home). We have also experienced several, unjustified rent increases. For example, please see the email I sent to them a year ago,

From:jlpotter85@yahoo.com

To:Stephanie Torres

Wed, Mar 8, 2023 at 9:15 PM

Good evening Stephanie,

I have received a letter in the mail today regarding our rent increase, starting June 1st. I appreciate the notice; however, would you be able to provide me with a itemized EOB (explanation of benefits) as to where the money is going or what MREM has planned to put this money toward? When the property was purchased, Maine REM had increased our rent over \$125.00 a month. To show for that, I only see new mailboxes, half fixed pump house and a burst water pipe underground that had to be fixed, (which we were out of

water for a little over 1 week) before completion. I now have a fixer upper mobile home next to me with rotted floors, I have seen a few critters around, workers sleeping next door, walking around half naked, making all kinds of noise throughout the day/night which my husband cannot sleep (he works third shift). In one year, our rent has increased over \$150.00 in one year, and I cannot justify this increase without explanation other than inflation, that is not acceptable.

We are a mobile home park, not an estate. I pay tax twice, because I own my home. With the continuous rent increase since MREM has taken over, it's like paying tax 3x over, I pay the town tax and MREM 2x! I am a good tenant, follow the rules, mind my business and pay my rent on time every month.

Nothing here is included, we pay for all our own heat, utilities, trash, yard maintenance, no laundry utilities, lighting in the park (other than one entry light, and well maintenance), or other services are offered, nothing is included. If something was included and or you were going to make big changes here, I would not be sending you this email.

Also, is there a new lease agreement? The last lease I signed was November 28, 2022.

Her response was;

Stephanie Torres

From:stephanie@mainerem.com

To:Jessica Potter

Fri, Mar 10, 2023 at 3:10 PM

Hello Jessica,

Thank you for reaching out and we understand your concern. Please keep in mind that MREM does not own the mobile home park and does not set the rents. We are acting on behalf of the owner and their wishes to increase rent. Unfortunately, we have the job to be the bearer of bad news. Again, we understand your concern and will pass your concern along to the Property Owner.

As for your lease, I have notified your property manager, and they will be in contact with you. In the meantime, please let us know if we can help with anything else.

No one had ever contacted me, after this email. After speaking with neighbors, and our unsuccessful attempts to reach MREM individually, we decide to form our own alliance group and had sent the owner a letter about the management situation. According to him, he had no knowledge of this. Regardless, we are overpaying and treated like animals, in deplorable conditions.

Personally, I feel there is a disconnect between what our issues really are and what our owners believe them to be. The owner did respond to our group letter, he stated this summer he had planned on repaving our road and addressing the sewer situation as it has not been pumped in two years. A newly paved road should certainly be a lower priority when we are fully aware of the ongoing and complex water issues resulting from an aged water infrastructure and certainly take precedence.

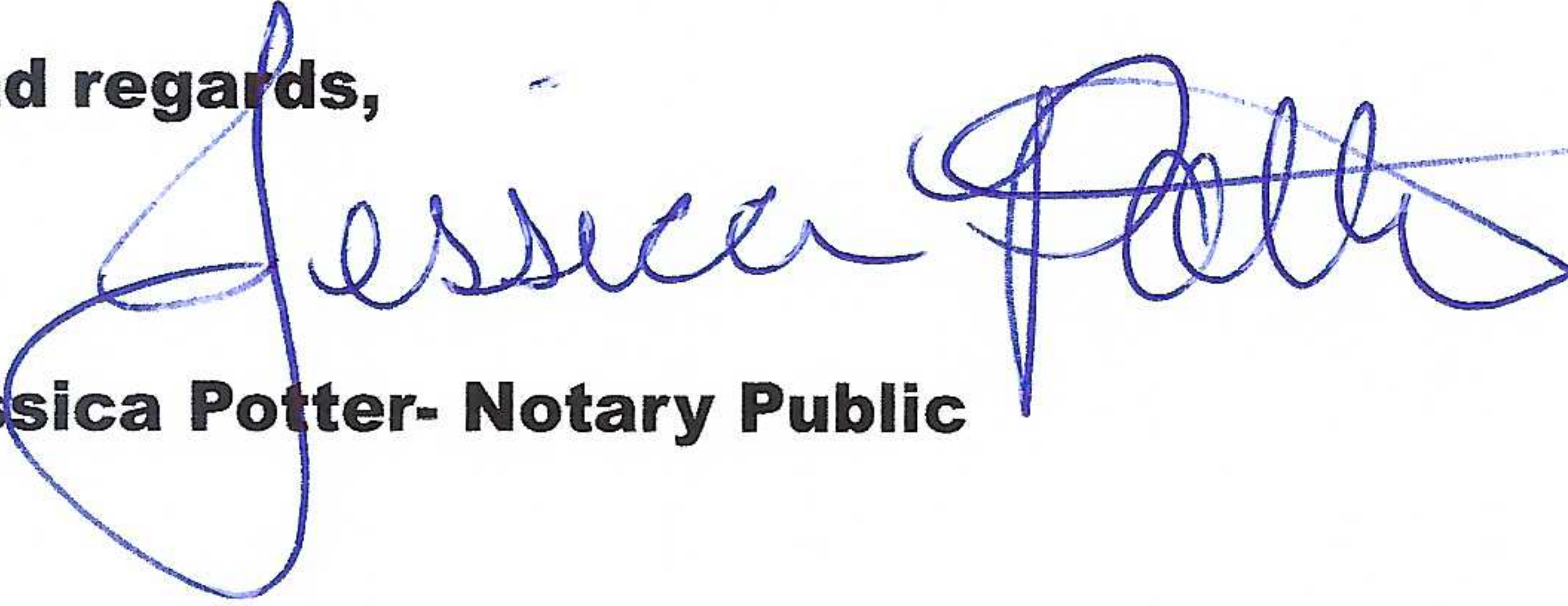
In addition, many households have ongoing concerns, which many of us have reported at various times to an unresponsive management company. During a storm last year, a tree limb cracked one of our windows. I know many other residents have experienced and reported property damage, all of which have been ignored. Moreover, the management company claims to waive all liability of damage of any kind to our personal properties (which is against state law governing MHP in Maine), which when combined with ignoring significant and valid maintenance request, is a recipe for disaster for both the homeowners and the property owners.

There have also been multiple reports of having been snowed in on repeated occasions throughout the two winters that the management company has been in charge. This has never been the case. We are also aware that the management company gave orders to the snowplow company to scale back on the number of passes they make in a single snowstorm, as well as to scale back on the amount of sand-salt, and also how frequently they apply sand-salt in any given storm. Not only were they given orders to do so in our park, but they were also given the same order for all the parks managed by the management company locally. Multiple cars were unable to leave the park and we were pushing cars off the road. This poses not only perusal issues of being captive in our park when we need to go to work or elsewhere, but it also poses an obvious potential safety threat in the event of an emergency when either an emergency vehicle must come into a park or when a tenant must leave. As for the multiple-park snowplow reduction order, this is just one example of our (tenants) intolerance of how the management company treats ALL MHP tenants in their care.

For this to change, we need the help of our legislators to impose an immediate moratorium on all MHP in Maine, including but not limited to Health / safety concerns and any rent increases for mobile home parks in Maine. We are middle-class to low-income families, who don't qualify for assistance, and this is the only place we have to call home. We do not have money to move, we can't afford the increases and are treated poorly for it. Many individuals are also elderly, on fixed incomes. Where would they go, should they have no family to live with? You think there is a housing crisis now, what would happen to all other families in the same situation, we would all be homeless. My situation is only a small microcosm of a much larger issue that needs to be addressed. Please help and place a cap on rent increases for MHP.

I truly appreciate your time, assistance and consideration. I hope this will make a difference for others in the same situation, though out the State of Maine.

Kind regards,



Jessica Potter- Notary Public



90-Day Rent Notice

970 Gardiner Rd, Wiscasset, ME | 207.942.8003 | Tenants@MaineREM.com

April 22, 2025

Dear Residents of Maplewood Hill Mobile Home Community,

We shared at the Tenant meeting last summer that there is a lot of work ahead of us in Maplewood to update all the park's aging infrastructure. In 2024 we made a considerable investment of our time and roughly \$200,000 into the community. Many of the utility systems in Maplewood are older and we will be replacing most of them during our ownership of the park. We shared last year that we are setting aside money for replacing many more power poles, replacing older electrical services, replacing septic tanks, replacing additional leach fields, re-paving the road on a 15-20 year cycle, modernizing the well-house, and upgrading / maintaining the water wells as needs arise. It was our firm hope and belief that we would be able to avoid large rent increases moving forward after increasing lot rent to \$550, unfortunately this is proving to be impossible. We feel the right thing to do is to continue prioritizing infrastructure integrity for the long term.

During the tenant meeting we were asked to do a deep dive into the water distribution system, so we did. We now believe it is appropriate to plan on replacing it simply given the age of the system. We are estimating that water distribution upgrades will be about \$250,000 of additional expense beyond the work listed above. We are also installing water meters on homes for leak detection as our 2024-2025 data around leaks has made it clear this is necessary to protect the wells.

Another large and impactful change that we have seen since last summer are large & widespread Tariffs recently imposed by the federal government. They seem to change daily, making it impossible to predict their true impact. As an example, there is now a 145% tariff imposed on all goods that come from China at the time of writing this letter. This will have a tremendous impact on our costs to buy materials for park repairs. We are estimating that these Tariffs are going to add to our planned upgrades in the park through higher material costs and higher inflation overall.

Effective July 31st, 2025 lot rent will be increasing to \$650/month in the park. We understand that this is a very impactful change, and not one taken lightly, however it is the only way to continue prioritizing the needed investments into the property given the challenges in cost and the additional work we are now planning.

As always, the park owners are available for matters that require our direct attention at LTVTenants@gmail.com.

Respectfully,

Owners

Maplewood Hill MHC

Title 14: COURT PROCEDURE -- CIVIL
Part 7: PARTICULAR PROCEEDINGS
Chapter 709: ENTRY AND DETAINER
Subchapter 1: RESIDENTIAL LANDLORDS AND TENANTS

§6015. Notice of rent or mandatory recurring fee increase

1. **Increase of rent or mandatory recurring fees generally.** Except as provided in subsection 2 ([../14/title14sec6015-1.html](https://www.mainelegislature.org/legis/statutes/14/title14sec6015-1.html)), rent or mandatory recurring fees charged for residential estates may be increased by the landlord only after providing at least 45 days' written notice to the tenant. A written or oral waiver of this requirement is against public policy and is void. Any person in violation of this section is liable for the return of any sums unlawfully obtained from the tenant, with interest, and reasonable attorney's fees and costs.

[PL 2023, c. 594, §7 (AMD); PL 2023, c. 594, §13 (AFF).]

2. **Increase of 10% or more.** If rent charged for a residential estate is increased by the landlord by 10% or more, the landlord must provide at least 75 days' written notice to the tenant. If the landlord increases rent more than once in a 12-month period, and the increases add up to a total increase of 10% or more, the landlord must provide at least 75 days' written notice prior to any increase that brings the total increase in rent to 10% or more. A written or oral waiver of this requirement is against public policy and is void. Any person in violation of this subsection is liable for the return, with interest, of any sums unlawfully obtained from the tenant and reasonable attorney's fees and costs.

This subsection does not apply to rental housing that is subject to:

- A. Requirements established by a document or deed recorded by a register of deeds that are designed to keep the housing affordable for tenants with specific income levels; [PL 2023, c. 388, §1 (NEW).]
- B. Restrictions as a condition of the landlord's receipt of subsidies from or participation in a municipal, state or federal housing program; or [PL 2023, c. 388, §1 (NEW).]
- C. Restrictions as a condition of the tenant's receipt of subsidies from or participation in a municipal, state or federal housing program. [PL 2023, c. 388, §1 (NEW).]

[PL 2023, c. 388, §1 (NEW).]

SECTION HISTORY

PL 1981, c. 428, §8 (NEW). PL 1985, c. 293, §4 (AMD). PL 2003, c. 259, §1 (AMD). PL

Title 14: COURT PROCEDURE -- CIVIL
Part 7: PARTICULAR PROCEEDINGS
Chapter 709: ENTRY AND DETAINER
Subchapter 1: RESIDENTIAL LANDLORDS AND TENANTS

§6016. Rent increase limitation

Rent charged for residential estates may not be increased if the dwelling unit is in violation of the warranty of habitability. Any violation caused by the tenant, his family, guests or invitees shall not bar a rent increase. A written or oral waiver of this requirement is against public policy and is void. Any person in violation of this section shall be liable for the return of any sums unlawfully obtained from the lessee, with interest and reasonable attorneys' fees and costs. [PL 1985, c. 293, §5 (AMD).]

SECTION HISTORY

PL 1981, c. 428, §8 (NEW). PL 1985, c. 293, §5 (AMD).

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.
If you need legal advice, please consult a qualified attorney.

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Title 10: COMMERCE AND TRADE
Part 11: HOUSING
Chapter 953: REGULATION OF MOBILE HOME PARKS; LANDLORD
AND TENANT

§9097-C. Penalties for late payment of rent

The owner of a mobile home park or the owner's agents may assess a penalty against a tenant for late payment of rent under this section. [PL 2005, c. 156, §2 (NEW).]

1. Late payment. A payment of rent is late if it is not made within 15 days from the time the payment is due.

[PL 2005, c. 156, §2 (NEW).]

2. Maximum penalty. The owner of a mobile home park or the owner's agents may not assess a penalty for the late payment of rent that exceeds 4% of the amount due for one month.

[PL 2005, c. 156, §2 (NEW).]

3. Notice in writing. The owner of a mobile home park or the owner's agents may not assess a penalty for the late payment of rent unless the owner of a mobile home park or the owner's agents gives the tenant written notice at the time the owner of a mobile home park or the owner's agents and tenant enter into the rental agreement that a penalty, up to 4% of one month's rent, may be charged for the late payment of rent.

[PL 2005, c. 156, §2 (NEW).]

SECTION HISTORY

PL 2005, c. 156, §2 (NEW).

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Price Disclosure Effective July 31, 2025

Monthly Lot Rent (effective January 1, 2025):	<i>incorrect</i> <i>was \$550 to \$650 as of 7/31/25</i>
Recurring Notice Fee:	<i>NOT ALLOWED. you have 15 days to pay before it's "late"</i> \$15 per notice
Late Charge for non-payment of rent:	4% monthly lot rent
Non-Sufficient Funds Charge:	\$30 per occurrence
Non-Payment of Utilities Resulting in Payment by Landlord:	\$50 admin fee + the amount owed to utility provider
Maintenance Fees:	\$40 per hour Normal Labor & Administration, 1 hour minimum \$60 per hour for emergency or after-hours (frozen water lines, septic backups etc, 1hour minimum 3 rd Party Costs and Materials billed at invoice amount plus \$15

