

January 17, 2024

VIA EMAIL

Wendy Milenkevich
Regional Manager
Parakeet Communities

Re: Unfair/Illegal Lease Offers & Service Failures at American Mobile Home Park

Dear Ms. Milenkevich:

Lawyers for Civil Rights (“LCR”) writes on behalf of low-income residents living at the American Mobile Home Park (the “Park”) in Auburn, Massachusetts. Parakeet Communities (“Parakeet”), which owns and operates the Park, has recently subjected Park tenants to unconscionable rent increases, neglected to supply them with necessary disclosures, and failed to provide them with critical and legally required services. LCR requests a meeting with Parakeet leadership to discuss these issues and avoid the necessity of legal action.

I. Unfair and Illegal Lease Offers

As you are surely aware, the Park—like many mobile home communities—is populated mostly by individuals living on low and fixed incomes, often due to disability and advanced age. Residents chose to rent their homes (“renter-tenants”), or purchase a unit and pay a “lot fee” to keep it at the Park (“owner-tenants”), because doing so was their most affordable housing option. Many older Park residents have said that they intended the Park to be the “final stop” in their retirement journey due to the Park’s relatively low costs when they moved in.

However, since purchasing the Park, Parakeet has raised rents to the point that many residents can no longer afford the cost. At the end of November 2023, Parakeet notified all residents that their rent would be going up for 2024 and sent new rental agreements reflecting the increased amounts. Renter-tenants would have to pay about 40% more in the new year, bringing their monthly payments from under \$1,000 to over \$1,300. And owner-tenants would have to pay about 25% more, bringing their fees from under \$500 to nearly \$600.

These cost increases are exorbitant for such a vulnerable population living on low and fixed incomes. In fact, they have hit some tenants so hard that a group of residents have taken it upon themselves to set up a food bank for those who are now struggling to afford basic necessities.

The rental offers are also illegal. Massachusetts’ consumer protection law, M.G.L. c. 93A §§ 1-11, is a broad remedial statute that prohibits “unfair” business practices and allows successful claimants to recover double or treble damages in some circumstances. The rental offers here meet the statute’s definition of “unfair” for at least two reasons: (1) the rent changes were not uniform; and (2) they were not accompanied by mandatory disclosures.

A. Lack of Uniformity

Under Massachusetts Law, “[a]ny ... change in rent which does not apply uniformly to all ... residents of a similar class” creates a “rebuttable presumption” that such change in rent is unfair. M.G.L. c. 140 § 32L (2). Parakeet’s changes did not apply uniformly to all residents here. For example, Parakeet raised some renter-tenants’ rents by \$345 and others by \$395. Although all renter-tenants seem to have received a new rental agreement with a rent of \$1,315, this does not alter the fact that individual tenants received different changes in rent due to variance in 2023 base rents. Similarly for owner-tenants, Parakeet’s new rental agreement offers raised lot fees by different amounts.¹ These discrepancies are in direct violation of M.G.L. c. 140 § 32L (2).

B. Absence of Disclosures

Massachusetts regulations provide that “[a]ny violation of any applicable ... regulation or ordinance governing landlord-tenant relations ... with regard to manufactured housing *shall constitute a violation of*” Chapter 93A. 940 C.M.R. 10.03(3) (emphasis added). They also state that mobile home park owners “shall” make various disclosures “in writing to any prospective resident, including ... an existing tenant whose prior occupancy agreement is being amended, renewed, or extended ...” prior to the start of the new occupancy. 940 C.M.R. 10.03(4).

The required disclosures must include: “the names and addresses of all the owners and operators of the community”, “all community rules”, “a description of all common areas and facilities and any restrictions on the use thereof”, and “the statutory notice required under M.G.L. c. 140, § 32P.” 940 C.M.R. 10.03(4). They must also be “signed by the operator.” *Id.*

Although Parakeet is now charging Park residents the increased rent amounts contained in the new lease offers, Parakeet does not appear to have made any of these required disclosures to Park residents alongside the lease offers, let alone had a representative sign such disclosures.

II. Failure to Provide Necessary Services

As the Park’s owner, Parakeet is legally required to “maintain all common areas clean and in good repair, free from debris, rubbish and garbage” including all community roadways. 940 C.M.R. 10.05(7)-(9). It is also legally required to “supply and pay for ... natural gas, or other heating fuel” subject to certain exceptions. 940 C.M.R. 10.05(4)(b)(3). Parakeet is failing to adequately carry out these requirements.

As an initial matter, Parakeet has only supplied the property with one trash dumpster, which is too small to contain the Park’s garbage. This leads to a weekly pile up of garbage outside the overly full dumpster, which creates foul odors and attracts unwanted pests to the property. Additionally, Parakeet has failed to provide residents with sufficient heating oil as needed or to ensure that roadways on the property are safe to use.

¹ And in the case of owner-tenants, the lot fee increases did not even bring everyone to the same new amount. LCR is aware of at least one owner-tenant who Parakeet is charging a disproportionately high lot fee.

For example, in the days before a nor'easter on January 7, 2023, at least one resident alerted Parakeet about insufficient oil in their shared oil tank, and Parakeet failed to have the tank filled before the storm. Likewise, on Friday January 12, 2023 at least five residents had empty or almost empty oil tanks. Despite the freezing winter conditions, their repeated attempts to reach Parakeet went unanswered and they had to contact the oil company directly. However, due to the impending weekend, the company was only able to fill the tanks to about 1/4 capacity that day, leaving residents at risk of losing heat over the weekend when the company would be unable to assist them. In a similar vein, both before and after the January 7 storm, Parakeet declined to sufficiently salt the Park roads, leading to icy and unsafe driving conditions.

The failures outlined above are indicative of Parakeet's larger pattern of neglect of the property, and unwillingness to adequately respond to residents' concerns, since it purchased the Park.

III. Conclusion

Parakeet must substantially reduce the rent and lot fee hikes it has imposed on Park residents, make all legally required disclosures to residents, and properly maintain the property.

These are serious legal and safety matters that require immediate action. Notably, residents of other mobile home parks in the state have approached our organization, and spoken with journalists, to raise similar issues about Parakeet's management.²

LCR requests a meeting with Parakeet leadership to discuss the situation at the Park and avoid the necessity of legal action. To schedule a meeting, please contact Jacob Love via email at jlove@lawyersforcivilrights.org. We look forward to hearing from you.

Sincerely,

/s/ Jacob M. Love, Esq.
Staff Attorney
Lawyers for Civil Rights

cc: Board of Selectmen of the Town of Auburn
Town of Auburn Board of Health

² LCR is aware that Parakeet imposed similar lot fee increases on the owner-tenants at Whispering Pine Estates, another park that it owns in Auburn. Also, residents at a Parakeet-owned park in Plymouth have raised issues with Parakeet management. See Fred Thys, *An electrocution, an oil spill, and disrepair: Residents of Mayflower Hills mobile home park have had it*, *Plymouth Independent*, Nov. 26, 2021, <https://www.plymouthindependent.org/an-electrocution-an-oil-spill-and-disrepair-residents-of-mayflower-hills-mobile-home-park-have-had-it/>.