PROCEDURAL RULES FOR RENT ADJUSTMENTS BEFORE THE CHICOPEE MOBILE HOME PARK RENT CONTROL BOARD

RULE 1: SCOPE OF RULES

These Rules shall govern the procedure for all rent adjustment requests before the Chicopee Mobile Home Park Rent Control Board. As used in these Rules, the following terms shall be deemed to have the following meanings:

"**Board**" shall mean the Chicopee Mobile Home Park Rent Control Board.

"**Chairperson**" shall mean the Chairperson of the Chicopee Mobile Home Park Rent Control Board.

"**Mobile Home**" shall mean a dwelling unit built on a chassis and containing complete electrical, plumbing, and electrical facilities, and designed to be installed on a temporary or permanent foundation for permanent living quarters.

"**Owner**" shall mean the Owner of the Mobile Home Park.

"**Tenant**" shall mean the person who pays periodic rent to the Owner in order to maintain a Mobile Home at the Mobile Home Park.

RULE 2: COMMENCEMENT OF REQUEST TO ADJUST RENT

A. Initial Letter of Intention to Request Adjustment of Rent:

Either the Owner or a Tenant may request an adjustment of rent, either upward or downward. He/She shall send a letter to the Board identifying himself/herself and including the nature of his/her request.

B. Notification of Initial Meeting Regarding a Request for Adjustment of Rent:

Upon receipt of an initial letter requesting an adjustment of rent, the Chair **shall within Seventy-Five (75) days schedule an Initial Meeting before the Board.** Notice of the Initial Meeting shall be sent to the Owner in writing. **Within Seven (7) days thereafter,** the Owner shall be obligated to notify each Tenant in writing of the date, time and location of the Initial Meeting and shall certify in writing to the Board that he/she has done so.

C. Initial Meeting:

At the Initial Meeting, the Board shall state the purpose of the meeting. The Board shall also schedule an exchange of information as follows:

1. The Board shall order the Owner to provide the Board and all Tenants with copies of any and all information regarding the rent adjustment request that the Owner is requesting the Board to consider. Unless otherwise ordered by the Chairperson, this information shall be provided **within Thirty (30) days** of the Initial Meeting. The Board shall also order any Tenant who intends to provide information to the Board to provide copies to the Board and to the Owner **within Sixty (60) days** of the Initial Meeting unless the

Chairperson orders otherwise. **Any information not presented to all parties within the applicable time periods will not be admissible at the rent adjustment hearing.**

2. The Board shall also schedule a rent adjustment hearing date. The hearing shall begin no earlier than **Thirty (30) days** after the date in which the Tenants have been ordered to provide the Owner with information regarding the adjustment of rents.

3. The Board shall order the Owner to notify every Tenant in writing of the hearing date and the Owner shall so certify this in writing to the Board.

4. At the sole discretion of the Chairperson, either party may be responsible for the other party's reasonable copying and/or mailing expenses which are associated with either providing copies of information or notification of hearing or compliance dates.

RULE 3: THE HEARING

There shall be a hearing before the Board regarding all requests for adjustments of rents. The hearing shall be open to the public. The hearing shall be, in all respects, conducted by the Chairperson or his/her designee. The hearing shall proceed as follows:

1. The Owner shall proceed first. The Owner, his/her attorney or any other person on his/her behalf who is recognized by the Chairperson may speak. Specific reference may be made to any documents which has been submitted to the Board and provided to the other party within the applicable time periods.

2. Once an Owner, his/her attorney or any person on his/her behalf who is recognized by the Chairperson and has completed speaking, any Tenant or his/her attorney may request the Chairperson that he/she be allowed to ask questions of the speaker. The Chairperson shall freely allow the question to be asked.

3. When the Owner has completed his/her presentation, he/she shall so indicated that fact to the Chairperson by stating: "I have completed my presentation".

4. The Tenants shall proceed next. Any Tenant, his/her attorney or any person on his/her behalf recognized by the Chairperson may speak. Specific references may be made to any document which has been submitted to the Board and provided to the other party within the applicable time periods.

5. Once a Tenant, his/her attorney or any person on his/her behalf who is recognized by the Chairperson has completed speaking, the Owner or his/her attorney may request the Chairperson that he/she be allowed to ask questions of the speaker. The Chairperson shall freely allow questions to be asked.

6. Once it appears to the Chairperson that the Tenants have completed their presentation, he/she shall ask them if there are any other statements which any Tenant would like to make. If there are, the Tenants shall be allowed to make them. If not, the Chairperson shall state: "It appears that the Tenants have completed their presentation".

7. Rebuttal. Rebuttal evidence shall be allowed by the Chairperson at his/her discretion.

8. Once the hearing is completed, the Board shall not hear any further testimony or take further evidence.

9. The Chairperson, or any member of the Board, shall be entitled to ask questions of either party, make comments, or offer information at any time.

10. Any person in attendance at the hearing shall conduct himself/herself in an appropriate and civil manner. Any person who uses foul language or acts inappropriately shall, in the discretion of the Chairperson, be ruled out of order and shall be required to leave the hearing.

11. All matters relating to the conduct of the hearing shall be governed by the Chairperson.

12. All individuals shall, before speaking, identify themselves by stating their name and spelling their last name and indicating their position with the Owner or lot number of a Tenant.

13. At the discretion of the Chairperson, questions or statements may be directed toward the Board and the Chairperson or his/her designee shall ask the question or make the statement.

14. The Chairperson, in his/her discretion, may terminate the hearing and continue it to another date and time.

RULE 4: MISCELLANEOUS

A. Prior to the commencement of the hearing to adjust rents, the Chairperson shall read aloud the Fourteen (14) regulations as provided under **Rule 3** of these Rules.

B. Any party may at any time employ the services of any attorney, accountant or any other person he/she deems beneficial to the proceeding.

C. All certifications under these Rules shall be in writing and signed by the individual so certifying an oath and under the pains and penalties of perjury.

D. The Decision of the Board shall be in writing and copies shall be made available to the Owner and Tenants.

E. At the discretion of the Chairperson, the Board may refuse to hear petitions for rent adjustments for Two (2) years after a rent adjustment has been made for a particular Mobile Home Park.

F. These Rules may be amended from time to time as the Board deems appropriate.

G. These Rules shall be effective when adopted by the Board.