

SUPREME COURT OF NEW HAMPSHIRE

Hynes v. Hale

146 N.H. 533 (2001) · Decided June 22, 2001

SUMMARY

The New Hampshire Supreme Court reviewed a dispute over a manufactured housing park rule requiring a tenant to replace portions of a six-foot fence with four-foot fencing. The court held that the New Hampshire Board of Manufactured Housing had jurisdiction over the tenant's statutory complaint and that the evidence supported a finding of implied prior permission to maintain the fence at its original height. The court nevertheless reversed the portion of the lower court's order affirming injunctive relief because the board lacked authority to issue an injunction.

CASE DETAILS

COURT	Supreme Court of New Hampshire
WRITING FOR THE COURT	Dalianis, J.; Brock, C.J.; Broderick, J.; Duggan, J.; Nadeau, J.
JURISDICTION	New Hampshire
DECIDED	June 22, 2001
DISPOSITION	other
PROCEDURAL POSTURE	The park owner appealed the superior court's order affirming a decision of the New Hampshire Board of Manufactured Housing concerning enforcement of a park fence rule.
STANDARD OF REVIEW	The Supreme Court would not disturb the superior court's determination if supported by evidence and not erroneous as a matter of law; constitutional questions were reviewed de novo, and factual findings were reviewed for reasonable evidentiary support.
PRECEDENTIAL VALUE	Published New Hampshire Supreme Court opinion; precedential.
PARTIES	Stephen Hynes, as Trustee of Holiday Acres Joint Venture Trust d/b/a Holiday Acres Mobile Home Park v. Karen D. Hale

TOPICS

administrative law judicial review of agency action separation of powers statutory interpretation remedies

PRACTICE AREAS

administrative law

manufactured housing

landlord-tenant law

constitutional law

statutory interpretation

equitable remedies

QUESTIONS PRESENTED

1. Whether the statutory scheme establishing the New Hampshire Board of Manufactured Housing violated the separation of powers provision of the New Hampshire Constitution.
2. Whether the Board lacked jurisdiction because Hale's complaint related to a potential eviction.
3. Whether the Board's finding that Hale had implied permission to maintain the fence at its original height was supported by the evidence and legally correct under RSA 205-A:2, VIII(d).
4. Whether the Board had authority to issue injunctive relief.

HOLDINGS

1. The statutory scheme did not violate the separation of powers doctrine because the Board's dispute-resolution authority was linked to its regulatory function over manufactured housing park rules and owner conduct, and it resolved disputes arising under statutory rights rather than common-law claims.
2. The Board had jurisdiction over Hale's complaint because RSA 205-A:27, II divests it of jurisdiction over evictions, not over complaints that relate to a possible eviction, and no eviction action had been filed when Hale brought her complaint.
3. The Board's finding that Hale had implied permission to maintain the fence at its original height was reasonably supported by the evidence and was not legally erroneous. RSA 205-A:2, VIII(d)'s reference to prior permission does not require express permission.
4. The Board lacked statutory or inherent authority to issue injunctive relief, and the superior court erred by affirming an injunction imposed by the Board.

KEY QUOTATIONS

“The doctrine thus “contemplates some overlapping and duality in the division as a matter of practical and essential expediency.”” (146 N.H. at 537)

“Granting an administrative body authority “to resolve factual disputes underlying a purely statutory right” violates no constitutional command.” (146 N.H. at 538)

“The plain language of RSA 205-A:27, II divests the board of jurisdiction over evictions, not over board complaints related to evictions.” (146 N.H. at 539)

“Accordingly, we reverse that portion of the superior court’s order upholding the board’s authority to issue injunctive relief.” (146 N.H. at 541)

FACTUAL BACKGROUND

Karen Hale was a tenant in Hynes's manufactured housing community and purchased her manufactured housing unit while it was surrounded by a six-foot-high fence. After portions of the fence deteriorated, she replaced them with six-foot-high fencing. Hynes notified her that the repairs violated park rule 6(k), which limited fences to

four feet, and later issued a notice to quit when she did not comply. The Board found that Hynes's approval of the purchase and sale agreement, which identified the fence as included property, and his knowledge of the existing fence supported implied permission to maintain it at its original height.

PROCEDURAL HISTORY

Hynes issued notices of violation and a notice to quit after Hale repaired an existing six-foot fence with six-foot-high sections, allegedly violating a park rule limiting fences to four feet. Hale filed a complaint with the Board, which found that she had implied permission to maintain the fence at its original height and prohibited Hynes from requiring shorter fencing or taking legal action based on the rule. The Board denied rehearing, the superior court affirmed, and the New Hampshire Supreme Court affirmed in part and reversed in part.

DISPOSITION

other

CASES CITED

- Sundberg v. Greenville Bd. of Adjustment, 144 N.H. 341, 343 (1999)
- Mt. Valley Mall Assocs. v. Municipality of Conway, 144 N.H. 642, 647-48 (2000)
- Petition of Boston & Maine Corp., 109 N.H. 324, 325-26 (1969)
- Petition of Mone, 143 N.H. 128, 134 (1998)
- McKay v. N.H. Compensation Appeals Bd., 143 N.H. 722, 726-28 (1999)
- Smith Insurance, Inc. v. Grievance Committee, 120 N.H. 856, 857, 862 (1980)
- Opinion of the Justices, 87 N.H. 492, 492-96 (1935)
- Brewster Academy v. Town of Wolfeboro, 142 N.H. 382, 383-84 (1997)
- Doggett v. Town of North Hampton, 138 N.H. 744, 746 (1994)