

## SPECIAL MANUFACTURED HOUSING EDITION

### MANUFACTURED HOUSING AT RISK- CHANGE OF LAND USE AND LIMITED PROTECTIONS FOR HOMEOWNERS

Christopher W. White, Esq., Deputy Director, CLASI

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In Delaware, the Mobile Home Lots and Leases Act governs the relationship between the park owner (landlord) and the residents (tenants and homeowners) in a manufactured housing community. The Act, passed by the General Assembly in 1986, provides protections to manufactured housing residents that, in certain instances, are greater than the protections provided to tenants in other residential landlord/tenant relationships. However, the seventeen years that have passed since the enactment of the Act have demonstrated that in some very important instances the protections are not sufficient. The most glaring example of this insufficiency is when a park owner makes the decision to change the land use from that of a manufactured housing community to an entirely different, frequently commercial, use.

Last year, the General Assembly came close to passing a revision to the Act that would have provided, among other things, protections for manufactured housing owners in the context of the change of land use of the community. The bill, Senate Bill 194, passed in the Senate but later died in the House. New revisions are being negotiated this year by park owners and homeowner



A manufactured home with a permanent deck attached.  
Green Acres Mobile Home Park.

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## FROM THE EXECUTIVE DIRECTOR

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These are desperate times for people who need decent, affordable housing. Despite the economic boom of the 1990s, poverty in Delaware actually increased, according to the Delaware Housing Coalition's publication *Realities of Poverty in Delaware 2001 - 2002*. Now that the party is over and the economic downturn of recent years has captured everyone's attention, it only makes sense to expect that people who live in poverty will increase in number and that their poverty will increase in severity. Many people do not earn enough money to pay the market rents, and the number of subsidized rental units available will likely shrink as contracts for low income use expire.

One affordable housing resource that has come increasingly under fire of late is manufactured housing. Once called a "mobile home" and before that a "trailer" this housing unit is a home to thousands of Delawareans. For some it is a second home at the beach. For some it is a home to which they have retired. But for many, it is a home they can afford to own in a community where they can feel comfortable. That sense of security is ringing false for some in recent months.

In the last legislative session, the General Assembly considered a bill which had the potential to boost the confidence and security of manufactured housing dwellers. Senate Bill 194 would have strengthened the protections for manufactured home owners when land owners decide to change the use of land from rental lots, thereby causing the home owners to relocate. After meeting approval in the Senate, the measure was passed over by the House of Representatives. At about the same time, a Kent County landowner notified all of the tenants in the Green Acres Mobile Home Park that they have to go so that the property can be sold to another commercial interest. The homeowners and land owners are negotiating similar legislation this session which will address some of the concerns presented by members of the House.

Further south, several residents of the Oak Orchard Mobile Home Park raised the specter of discrimination by their landlord. And elsewhere in Sussex County, Briarwood Mobile Home Park owners were cited by state authorities for failing to provide potable water to tenants.

CLASI staff receive calls from tenants in these matters and many more like them. We respect the important role played by manufactured housing in providing shelter to thousands of Delawareans. Let's hope that lawmakers, land owners and homeowners can work together to develop a solution that also respects that role.

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## SELECTED HIGHLIGHTS FROM THE MOBILE HOME LOTS AND LEASES ACT

Please Note: *The information below highlights selected sections of the Mobile Home Lots and Leases Act. It does not address all of the components of the Act. For complete information please review the Act in its entirety at Title 25 of the Delaware Code, Chapter 70.*

### APPLICATION

The Mobile Home Lots and Leases Act determines the legal rights and remedies for parties to a rental agreement where the tenant is renting the mobile home and the lot or just the mobile home lot. The rental property must be located in a "mobile home park".

### MOBILE HOME PARK

"A manufactured housing community or any area or tract of land where two or more mobile homes or mobile home lots" are rented or held out for rent for private residential use.

### LANDLORD MUST SUPPLY THE TENANT WITH:

- a signed copy of the rental agreement
- a copy of the rules and regulations of the mobile home park
- a copy of the Mobile Home Lots and Leases Act

A WRITTEN RENTAL  
AGREEMENT SIGNED BY  
THE LESSEE IS REQUIRED.  
The rental agreement must

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## Manufactured Housing at Risk *continued from page 1*

representatives. This article will examine the issues underlying the change of land use and the differing viewpoints on the issue that make this matter so controversial.

The General Assembly created the Mobile Home Lots and Leases Act in light of the differing nature of the landlord and tenant relationship in the manufactured housing context. Owners of manufactured housing who rent only the lot the home is placed upon require more protections than tenants living in other types of housing such as apartment buildings or houses.

The basis for this heightened protection is the investment that an owner of manufactured housing has in the home. The average cost of a manufactured home is \$52,000. Quite often, the homeowner is financing the purchase of the home. Should the homeowner lose possession of the rental lot, the homeowner cannot afford to abandon the manufactured home, and the costs of moving the home are quite high.

Other significant difficulties confront a manufactured housing owner should the owner lose possession of the manufactured housing lot. While the axle remains on the manufactured housing after it is placed on the lot and it is still technically "mobile", the reality is that these homes really are not as "mobile" as you would expect and frequently are damaged when they are moved. Unlike a recreational vehicle, the furnishings and property in a manufactured home are not bolted to the floors and to the walls. In the cases of older manufactured housing, damage can be done to the home itself during transport.

Finding a rental lot on which to place a manufactured home can be quite difficult, especially in the case of an older home. While manufactured housing communities are prohibited from setting housing standards based on the age of the housing, the communities typically set standards concerning appearance or construction that cannot be met by older homes. We frequently encounter owners of older manufactured homes who cannot find a park that will take their home, and the costs to store a manufactured home or even to dismantle and destroy the home are quite high.

In addition, manufactured homeowners quite often build additions onto their homes after they have been in a park for some time. Homeowners frequently build additional rooms, porches and entryways that cannot be

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contain the following information:

- identification of the lot to be leased
- the annual rental amount
- the term of payment and the amount due (ex: monthly, quarterly or annually)
- the amount of a late payment fee (if any)
- all fees
- a description of all services to be provided by the landlord
- a description of any method to terminate or renew the rental agreement
- a reference to the subchapter of the Mobile Home Lots and Leases Act.

TERM OF THE RENTAL AGREEMENT

Lot only - must offer one year term or a lessor period if requested by the tenant. Both parties may agree to a term longer than one year.

Mobile Home and lot - must offer a term of no longer than one year. After expiration of one year, unless both parties agree otherwise, the term becomes month to month.

THE MOBILE HOME AND LOT MUST CONFORM TO ALL HEALTH, SAFETY AND BUILDING CODES.

PARK STANDARDS

Park standards must be reasonable and relate to size, quality, appearance, material specification, construction and

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moved with the home. This investment is lost should the homeowner lose the rented lot.

The Delaware courts have recognized the additional protections provided to homeowners in the Mobile Home Lots and Leases Act. In *Reybold Realty, Inc. v. Jenich*, C.A. No. 88A-AP-2, Bifferato, J. (Del. Super., March 9, 1989) the court held that a landlord may only terminate the rental agreement with a homeowner who is renting only the lot in three instances: for breach of the rental agreement; for non-payment of rent; or for a change of land use. Consequently, when the term of a rental agreement expires, it automatically renews for the same term unless the homeowner voluntarily terminates the agreement or one of the three aforementioned causes arise. The court reasoned: "The statute may not include every reason why a landlord might wish not to renew a lease, but it does set out those which, in the opinion of the legislature, justify nonrenewal when nonrenewal might mean that the tenant would be left with nowhere to place his mobile home." *Id.*

Later, the Superior Court held that the protections afforded homeowners under the Act also applied to unilateral changes in the rental agreements by the landlord. In the case of *Silver View Farm, Inc. v. Marsh*, C.A. No. 94C-02-018, Graves, J. (Del. Super., December 16, 1994) the court held that a landlord may not unilaterally amend a rental agreement "except for modifications relating to rental fees." The Court reasoned that "the Legislature recognized leases on mobile home lots, while perhaps drafted with the short term in mind, are in reality long-term leases. The automatic renewal provision gives mobile homes tenants the peace of mind that their homes will not be uprooted unless they choose to do so or unless the land use of the park changes." *Id.*

The latter part of the final sentence in the aforementioned quotation belies the most significant protection for homeowners missing from the Act. Homeowners "will not be uprooted unless they choose to do so or unless the land use of the park changes." *Id.* (emphasis added). The Act provides at Title 25, Section 7010(g) that if the park owners wishes to change the use of the land and uproot hundreds of homeowners, the park owner may do so by sending the homeowners a written notice "no less than 180 days before the actual termination of the rental agreement".

After receiving a notice for change of land use, the homeowners have less than six months to find a new rental lot, dismantle any

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safety conditions. Standards may not regulate mobile homes based on age.

#### COMMUNICATION BETWEEN THE PARTIES

Any notification must be in writing and delivered by hand or registered/certified mail. A return receipt, signed or unsigned, is prima facie evidence of delivery if properly addressed. Contrary to the Residential Landlord/Tenant Code, a certification of mailing is not permitted.

#### LATE FEE

- Renting the lot only - the fee is limited to 5% of lot rent
- Renting mobile home and lot - the fee is limited to 4% of total rent due
- The rental agreement must provide for a late fee.
- A late fee cannot be charged unless rent is at least five days late.

#### TERMINATION OF THE RENTAL AGREEMENT

Renting the lot only

- by the tenant within 60 days written notice prior to the expiration of the term;
- by the landlord only for cause (see below).

Renting both mobile home and lot

- by either party upon written notice 60 days prior to the expiration of the term or a shorter or longer term as agreed to by the parties.

#### TERMINATION OF THE RENTAL AGREEMENT FOR

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improvements they have made to their homes and move the homes to the new lot. This is an unforeseen expense to the homeowner that will cost the homeowners thousands of dollars at the very least and the loss of their homes at the very worst.

I experienced this problem firsthand in 1998 when the Delaware State Fair made the decision to change the land use for a park located on the fairgrounds for over 30 years. I represented the homeowners being removed from the park. Most of the homeowners living in the park had very limited incomes and their homes were quite old. The homeowners had lived in the park for as long as 30 years and raced their horses at the fairgrounds. Many of the residents did not have the funds to move their homes. All of the homes were older and not acceptable under the standards set by a majority of the parks in Kent County. Despite the recent tremendous increase in income due to their new slots operation, the State Fair refused to provide financial assistance to the homeowners in their efforts to move their homes.

After a full jury trial, an appellate hearing and briefing to the Superior Court on a Writ of Certiorari, the Superior Court ruled that the State Fair could remove the homes. In its opinion the Court ruled that "(t)he statute simply requires a landlord to provide notice concerning the landlord's intent to terminate a rental agreement due to a land use change and to make certain the tenant has at least 180 days to prepare." Accordingly, the homeowners lost the battle and had to move their homes. Fortunately, for most of the homeowners, the Delaware State Housing Authority, several banks and the First State Manufactured Housing Association (an association of park owners and manufactured housing sellers in Delaware

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**CAUSE:**

Nonpayment of rent - after rent is five days overdue the landlord must send a notice demanding rent within five days of receipt of the notice. If the rent is not paid within that five day period, landlord may terminate the rental agreement. Breach of the rental agreement or park rules - the breach must be material to the rental agreement and notice must specifically state acts or omissions causing the breach and give the tenant ten days to cure the breach  
Change of Land Use - 180 day written notice

**LEASE TRANSFER**

Lease transfer may occur at any time during the tenancy as long as the mobile home still meets park standards. The landlord may reject transfer on criteria applied to all prospective new tenants. Landlord must state the reason(s) for rejection of new lessee in written statement.

**SECURITY DEPOSIT**

Amount - Amount of deposit can be no more than one month's rent.

Uses- Landlord can apply the deposit to unpaid rent and/or actual damages to the mobile home and lot.

Return - Landlord must provide the tenant notice within 15 days of amount withheld and tender remainder. If notice is not sent within 15 days, landlord cannot withhold the deposit. ■

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- to which the State Fair did not belong) assisted the homeowners so that most of them landed on their feet. The State Fair provided no assistance.

As mentioned above, in the last legislative session Senator George H. Bunting, Jr. (D-Bethany) introduced Senate Bill 194 which addressed, among other things, increased protections for homeowners in the context of a change of land use. The bill, a result of negotiations between the Delaware Manufactured Home Owners Association and the First State Manufactured Housing Association, tripled the time for giving notice of change in land use to 18 months. In addition, the bill required the park owner to either pay fair market value for the manufactured home as it was presently sited or to pay for the costs of relocation of the home within a 50 mile radius. The bill left the choice of alternatives to the homeowner.

The Senate voted on and passed the bill on a unanimous vote (21-0) on June 26, 2002. The bill then went to the House where it stalled because of questions concerning its constitutionality and the inability to hold public hearings on the measure with only three days left in the current session. Many owners of smaller parks voiced their concerns to legislators about the far-reaching impact of the bill and the impossibility of changing the land use with the proposed financial obligations. Some park owners and their advocates felt the bill would essentially curtail any future development of manufactured housing communities because of the "restrictive" provisions in the change of land use section.

In apparent response to Senate Bill 194, the owner of Green Acres Mobile Home Park in Kent County notified the homeowners in the park of his intent to change the land use. The notice gave the homeowners 180 days to leave the park. As in prior cases such as the aforementioned Delaware State Fair case, the homes in the park are older, many with permanent improvements that cannot be moved. There appears to be no defenses available to the homeowners living in the community, and many of them have begun their efforts to attempt to move to another community.

Recent events in Delaware clearly indicate that protections for homeowners need to be added to the Mobile Home Lots and Leases Act to address the concerns regarding change of land use. Homeowners require amendments to the Act to protect their investment and to give them "peace of mind" when they purchase this popular and attractive

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# UNDERSTANDING TODAY'S MANUFACTURED HOUSING

Phyllis M. McKinley, Executive Director  
First State Manufactured Housing Association



Over the past decade the growth of the manufactured housing industry has been dramatic. According to the U.S. Census Bureau, by 1998 manufactured homes accounted for nearly a quarter of all new single-family housing starts. Affordability is a key factor in the growth of manufactured housing and one of the main reasons increasing numbers of consumers are choosing a manufactured home. At an average cost in Delaware of \$52,000 (without the land), it is clear that a manufactured home is much more affordable than a similar sized site-built home, at an average cost of \$75,000 - \$136,000 (without the land).

In addition to affordability, today's manufactured homes also offer the quality, value and technologically advanced features that homebuyers desire. Homebuyers can choose from features such as vaulted ceilings, walk-in closets, fireplaces, state-of-the-art appliances and spas. Spacious floor plans, customization packages, two-story models and exterior designs compatible with almost any neighborhood are attracting consumers, as well as builder-developers who are using manufactured housing in their subdivisions in increasing numbers.

Many types of structures are built in the factory and designed for long-term residential use. In the case of manufactured and modular homes, units are built in a factory, transported to the site and installed.

- Manufactured homes are built entirely in a factory controlled environment under a federal building code administered by the U.S. Department of Housing & Urban Development (HUD). The Federal Manufactured Home Construction and Safety Standards (commonly referred to as the HUD Code) went into effect June 15, 1976. The federal standards regulate manufactured housing design, construction, strength, durability, transportability, fire-resistance, energy efficiency and quality. The HUD Code also sets performance standards for the heating, plumbing, air conditioning, thermal and electrical systems. It is the only federally regulated national building code. Manufactured homes may be single or multiple section and are transported to the site and installed. On-site additions such as garages, decks and porches often add to the attractiveness of manufactured homes.

- Modular homes, on the other hand, are factory constructed homes, built to the state, regional or local building code. Modular homes are also transported to the site and installed.

- "Mobile home" is the term used for factory-built homes produced

prior to June 15, 1976, when the HUD Code went into effect.

Manufactured homes are constructed with virtually the same materials used in site-built homes. However, in contrast to traditional site-building techniques, manufactured homes have the advantage of using engineered design applications and the most cost-efficient assembly-line techniques to produce a quality home at a much lower cost per square foot. The factory controlled environment and assembly line techniques remove many of the problems of the site-built sector, such as poor weather, theft, vandalism and damage to building materials and products stored onsite. Also, factory employees are trained, scheduled and managed by one employer, as opposed to the system of contracted labor in the site-built sector. Additionally, manufactured home producers benefit from the economies of scale which result from being able to purchase large quantities of building materials and products.

To ensure quality, the design and construction of the home is monitored by both HUD and its monitoring contractor. Every HUD Code manufactured

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Understanding Today's Manufactured Housing  
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home has a special label affixed on the exterior of the home indicating that the home has been designed, constructed, tested and inspected to comply with the stringent federal standards set forth in the code. This familiar red seal (certification label) indicates that the home has undergone and passed perhaps the most thorough inspection process in the home building industry. No manufactured home may be shipped from the factory unless it complies with the HUD Code and is released for shipment by an independent third-party-inspector certified by HUD.

In the last several years, the manufactured housing industry has seen rapid changes in aesthetic variety, making these homes appeal to a broader market than ever before. Newer designed factories and transportation technologies have enabled factories to increase interior ceiling height up to nine feet on many homes, and new "hinged roof" systems have allowed designers to produce homes with roof pitches of up to 9:12, allowing manufactured homes to blend seamlessly into existing neighborhoods.

The single most important advancement in the industry

over the last five years, however, has been the development of two-story models. Until recently, engineering and materials technology, the physical constraints of many factories, and transportation issues made the possibility of multi-story manufactured homes seem like a pipe dream. However, the development of innovative chassis and transportation systems have enabled manufacturers and developers to work together to produce attractive and affordable two-story units. While multi-story units are still a small percentage of the overall manufactured housing market, the tremendous consumer interest in the concept will translate into more and more manufacturers adding them to their housing lineup in the near future.

Today, in Delaware, approximately 40% of the housing stock in Kent and Sussex Counties is made up of manufactured housing. Rural markets have traditionally been the stronghold of the market. In the past, most homes were placed in land-lease communities, or "mobile home parks", as this was the only permitted placement opportunity. Over the past ten years, however, this situation has changed dramatically, and today approximately 65% of the manufactured homes sold in Delaware are placed on private land and financed as real-estate. This is due in large part to the dramatic aesthetic changes and improvements in the manufactured housing product. Improved eye-appeal, quality and factory-built affordability created greater consumer acceptance and demand, which in turn put pressure on county governments to update zoning regulations to allow for private site placement of manufactured homes.

Unfortunately today, however, many negative stereotype images of the "old trailer home of yesterday" persist, and manufactured housing continues to be "discriminated" against by uninformed "NIMBY-minded" people and local governments. One of the most important policy issues in Governor Minner's Liveable Delaware Agenda is to address and solve the critical shortage of decent affordable housing in this state. Yet many local jurisdictions continue to refuse private site placement of manufactured housing in their towns, even though the designs and construction of today's manufactured homes can be very similar in appearance and size to site-built housing.

It is the role of the First State Manufactured Housing Association to work across many fronts to address these and other housing issues, combat NIMBY-ism, help overcome negative stereotypes and work for inclusionary zoning for manufactured housing in all jurisdictions. ■

# THOUGHTS FROM AN AFFORDABLE HOUSING ADVOCACY ORGANIZATION

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Gina Miserendino, Grassroots Policy Project,  
Delaware Housing Coalition

During the last few years, the Delaware Housing Coalition (DHC) has welcomed the opportunity to work with an increasing number of manufactured housing residents. Residents include both home owners who are only renting a lot space as well as residents who rent both the manufactured housing and the lot. Our statewide toll-free Tenants Rights Line (888-335-7928) provides the initial connection to many individuals. Our work with manufactured housing residents falls within one or more of the three tenets of DHC's mission and goals which are: 1) *to advocate for decent, safe and affordable housing*; 2) *to affect, impact, and shape the housing environment*, and; 3) *to foster the growth and long-term flourishing of grassroots constituencies*.

Within the realm of our mission to advocate for decent, safe and affordable housing, we work with manufactured housing residents to inform them of their rights and responsibilities. We try to dispel the many myths regarding what park owners and residents can and cannot legally do. We encourage residents to exercise their basic rights by writing to landlords and by calling appropriate public entities, such as License and Inspection, for assistance. We refer people to services and intervene where appropriate. Many residents may not be aware of the official responsibilities of park owners, yet their instinct is correct that some thing(s) just aren't quite right— either with the physical structure or the behavior of the owner/manager, or both. This is particularly true in older manufactured homes where the long-term endurance of the structures may not be comparable to conventionally constructed houses. Maintenance and repair issues are frequently the primary purpose of residents' inquiries.

With respect to "affecting, impacting and shaping the housing environment", the work of the Delaware Housing Coalition generally falls into two areas. The first is the physical environment with water and septic issues topping the list of complaints. The second concerns the relationship of the park owner to the resident which greatly affects the day-to-day quality of life in a manufactured housing park.

Problems with water and sewer are quite prevalent among many of the park residents with whom we work. Sewer and water problems involve long-term solutions and require collaboration among several actors and frequently necessitate significant financial investment by park owners. One resident attempting to address water and sewer problems in her park was kind enough to share her story with the audience at the Sussex Housing Group Conference this past October. She relayed how, in

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The Delaware Housing Coalition advocates for safe, decent and affordable housing and works to empower grassroots constituencies.

For more information call 302-678-2286 or visit the DHC website at [www.housingforall.org](http://www.housingforall.org).

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Thoughts From an Affordable Housing Advocacy Organization  
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addition to working full time and raising a family alone, she has spearheaded a multi-year effort to address the quality of drinking water in the manufactured housing park. The problem has yet to be remedied. She stated that while her goal is simply to get safe drinking water in the manufactured housing park, her work is a multifaceted task which involves getting the attention and cooperation of the owner, attorneys, county and state officials.

We receive many complaints concerning the nature of the relationship between the park owner and the resident. Unfortunately at times, due to inappropriate, if not illegal conduct of the park owner, the residents are forced to live in a hostile housing environment. We have advocated in very inhospitable surroundings. In one instance, three single women living on the property where the owner also resides were being subjected to monitoring of their coming and going, threats of eviction for questionable minor infractions, verbal abuse and other physically threatening behavior to the point where police had to be called.



Gina Miserendino, Grassroots Policy Project, Delaware Housing Coalition

Recently, we worked in collaboration with Community Legal Aid Society, Inc. (CLASI) and the Division of Human Relations to address park policies that prevented the residents in the park from fully enjoying their homes. The park owner had instituted rules that discriminated against families and ethnic groups. After intervention by DHC, CLASI and the Division of Human Relations, we enforced the Fair Housing laws and arrived at a settlement which required the park owner to cease this discriminatory treatment. Currently, we are working in a park in which the residents believe the owner is stalking them, has interfered with their rights to organize and caused the resident council to disband, and has flagrantly violated the Mobile Home Lots and Leases Act.

As part of our mission of fostering the growth of grassroots leadership, this past summer we widened our community organizing work to include residents living in manufactured housing parks. This came in response to requests from Kent County residents who had just been notified that their park was being sold and that they needed to move in six months.

The Kent County case concerned the closing of Green Acres Mobile Home Park. The park owners notified the residents that they intended to change the land use and close down the park. Residents were understandably upset and anxious. There were many who owned older manufactured homes that were too old to move or would not be accepted at other parks because of their condition or age. There were

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# WE OWN HOMES - NOT TRAILERS

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Ed Speraw, President, Delaware Manufactured Home Owners Association  
Bob Kotowski, Communications, Delaware Manufactured Home Owners Association

Manufactured homes make up approximately 15 % of Delaware's housing stock, nearly twice as many as the national percentage. Applying average household size from Census data, more than 138,000 people have chosen this affordable housing type in the Diamond State. But restrictive zoning laws have forced nearly all of the manufactured housing owners onto leased land.

That unique situation and pervasive, general attitudes about manufactured homes and the people who live in them leave the homeowners vulnerable to abuses, fearful of retaliation should they protest and concerned even about losing the very ground their homes are on.

The manufactured homes of today look no different than site-built ranchers and Cape Cods. Because of HUD regulations, many manufactured homes are even better built than their more expensive site-built counterparts. The hitches and axles that once made them moveable are removed and sent back to factories to be used to transport other homes. However, the outdated perception persists that these are "mobile homes" in "trailer parks" and the people who own them are second-class citizens.

Today's manufactured housing owners represent a cross-section of society. Some are lower income and some of them may require some public assistance. Some are middle income and either have jobs or are retired. Some live in manufactured homes by necessity; some by choice. But, all of them deserve fair treatment.

Unfortunately, that is not always the case. Some examples of the issues manufactured housing owners face, garnered from the files of the Delaware Manufactured Home Owners Association:

- **Attitude and perception:** Because of archaic views and laws, manufactured homes fall under the Motor Vehicle Code. Instead of being treated as dwellings, they are considered personal property. Homeowners cannot get mortgages (partially because they most often do not own the land) and are forced to obtain higher-interest personal loans. Yet, the homeowners have to pay property taxes on the "improvement" on the land ... meaning, they pay property taxes on a dwelling that's classified the same as a vehicle.

- **Restrictive Zoning:** Because of the same attitudes and laws, manufactured housing owners are forced to locate in leased-land communities on postage-stamp sized lots. In Sussex County, for



The Delaware Manufactured Home Owners Association is the only statewide advocacy group representing manufactured home owners in all three counties.

For more information, call 302-945-2122 and/or visit DMHOA's web site at <http://dmhoa.org>.

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example, a homeowner who buys land is required to have three-quarters of an acre for a "doublewide"; 10 acres and active farming for a "singlewide" in an ARI zone. No manufactured homes are allowed in MR zones. Any type is permitted in GR zones, but there aren't too many opportunities. The same type of restrictions doesn't apply to modular homes, which are structurally little different.

■ **Lot Rent:** 25 Del. C., Part VI, Chap. 70 — the Mobile Home Lots and Leases Act — restricts landowners to one land rent increase per year. There is no ceiling on the amount of the increase, and it doesn't appear likely that any sort of rent cap or rent control will be enacted in Delaware any time soon. Some leases contain caps, but they are continually under attack by landowners. In addition, some landowners circumvent the law by imposing periodic "market rate" adjustments in addition to whatever basic land rent increases they feel they need. The irony of the situation is that each homeowner's lot rent covers a pro rata share of the landowner's costs for everything, including taxes, insurance, employees' salaries and benefits, road maintenance and any "services" he/she provides; plus covers his/her profits. So, any additional "market rate" adjustment appears to be unnecessary and excessive.

■ **Fees:** This is another way some landowners attempt to get around the annual lot rent restriction. It takes three forms. One method is to break out specific fees for items such as office clerical work, trimming dead limbs from trees in common areas or other things that already are covered on a pro rata basis. A second method is to deduct fees for late utility payments from rent and then charge an additional late fee because the rent is in arrears. The third method is to stop providing a service, like water or sewer, but to continue collecting the same amount of lot rent ... even though the homeowner is paying a third party for the service.

■ **Change of Land Use:** It's probably the biggest worry homeowners have: that the landowner will sell the land to someone who wants to build a new shopping center or \$500,000 townhouses. Existing law provides for six months' notice and that's it. The homeowner is faced with trying to find a new location for his home or losing all equity in it. Last year, S.B. 194, sponsored by Sen. George H. Bunting Jr. (D-Bethany) would have addressed this by requiring one year's notice and fair-market compensation for the homes, many of which would not have been able to be moved for a number of reasons. An amended version of S.B. 194 — a consensus bill agreed to by representatives of landowners and homeowners — passed the Senate unanimously. It never got to the floor of the House because a few representatives determined it constituted an "illegal taking" of land. But,

as The News Journal stated in a December 7, 2002 editorial — the second time the newspaper has supported homeowners' attempts to strengthen their rights — "constitutionally, the opposite seems to apply. A property owner would be taking the (manufactured) home owner's investment, for which he or she has been paying rent and fees in exchange for a home site."

All of these issues, and others, would be addressed in a major rewrite of the Mobile Home Lots and Leases Act. At the time this article was being written, representatives of landowners and homeowners, again, were close to wrapping up about two months of negotiations aimed at reaching another compromise. This time, the entire act is being addressed, changing it to the Manufactured Home Owners and Community Owners Act: legislation that more closely reflects the changing nature of the homes and the communities. The proposed legislation, expected to be introduced in the General Assembly this session, not only would spell out detailed provisions for full disclosure, fees and change in services, but would include a provision for change of land use which should satisfy the concerns

*continued on page 24*

# MANUFACTURED HOUSING TENANTS FIGHT FOR DRINKABLE WATER

Lexie S. McFassel, Esq., Staff Attorney  
CLASI Georgetown Office

In May 2002, Community Legal Aid Society, Inc. (CLASI) in Georgetown undertook the representation of several residents in Briarwood Manor Mobile Home Park, located in Laurel Delaware. Two of the residents of the park were being evicted for non-payment of rent and came to the CLASI Georgetown Office seeking representation at the summary possession hearings in the Justices of the Peace Court. Their position was simple: the landlord had failed to provide water fit to drink, or cook with, or bathe in, for the last four years, and they were withholding their rent until the problem was resolved. The cases, however, were far more complex.

Briarwood Manor is located in Laurel, Delaware, just off Route 13. It is a small park, which on first blush appears to be well-kept and peaceful. Across the road from the park is a sod farm, which has been there for about a year and a half. One resident stated that the "grass was always green, even in winter".



Despite the peaceful appearance, however, Briarwood Manor is not really considered "home, sweet, home" by many of the people who live there. Since at least 1997, and possibly as far back as ten years, the water supplied to the residents of Briarwood Manor has contained enough nitrates to present a significant health concern for the residents. Since at least 1998, residents have been

warned about the high nitrate levels in their water. The notices, required by the Delaware Office of Drinking Water when the nitrate level rises above 10 ppm (parts per million), stated:

"The United States Environmental Protection Agency sets drinking water standards, and has determined that nitrate poses an acute health concern at certain levels of exposure. Nitrate, an inorganic chemical, is used in fertilizer, and is found in sewage and wastes from human and/or farm animals."

The drinking water standard for nitrates is 10 ppm. Only five out of fifty-nine tests on water in the park done by the Office of Drinking Water from January 1997 until March 2002 reflected a nitrate level less than or equal to 10. The remainder showed nitrate levels from 11 to 15.

The community began to organize concerning this problem and actively

followed the actions of the Office of Drinking Water, the Environmental Protection Agency and the Attorney General's Office. These agencies were exerting pressure on the park owner to remedy the problem. At one point, the park was under an Administrative Order of the EPA and the Office of Drinking Water. The Attorney General's Office has a pending suit against the park.

In the court action filed against the clients represented by CLASI, the residents were being evicted on the basis that they had not paid their rent. However, the residents did not pay their rent because they could not drink the water supplied to their homes. When CLASI took on representation of the residents in the summary possession action, we asserted that the landlord had breached the rental agreement, had failed to provide essential services and had breached both the express and implied warranty of habitability. We filed a counterclaim for damages based upon these allegations.

The action survived a Motion to Dismiss filed on behalf of the park owners on the basis that the statute of limitations had run. CLASI argued to the Justices of the Peace that the statute of limitations had not run based upon the Doctrine of Continuing

*continued on page 16*

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Thoughts From an Affordable Housing Advocacy Organization  
*continued from page 10*

many residents who lived on low or fixed incomes who did not have the thousands of dollars necessary to move the manufactured homes even if there were places that would accept them. Others did not even have the funds to abandon their investment and move into an apartment because they did not have money for the security deposit. Residents had questions concerning the legality of the owners' actions (the actions were legal) and were shocked that their long-standing and highly interactive community was about to be dissolved.



Although the residents quickly formed a good resident council, residents began to leave the park and, as a consequence, the numbers on the council diminished. This hampered the ability of the council to function as would be hoped. However, although the council acted at a diminished capacity, it was able to assist the residents in the transition. The counsel assisted residents in their interactions with the park owners. It facilitated the delivery of important information and brought outside resources to the residents to enable them to move their homes and maintain their investments.

In an environment where there is insufficient affordable housing, manufactured housing is a reasonable and affordable alternative. However, this form of housing is at risk. We believe the recent change of land use in Green Acres Mobile Home Park is the first of many to come. The fact that many parks are close to commercial or industrial areas makes them tempting to sell off. Unfortunately, the residents in these parks will continue to lose their investments in their homes because the older manufactured homes cannot be moved or placed in another park.



Manufactured housing offers a viable, desirable and affordable housing option to many Delawareans. We need to ensure that these residents are not penalized by law due to ignorance or prejudice because of their housing choice. This year the General Assembly is considering legislation to address various aspects of the relationship of manufactured housing park owners and residents and the change of land use in particular. We hope our senators and representatives will actively solicit and seriously consider the opinions of as many manufactured housing residents as possible when drafting this legislation. ■

Emily A. Farley, Esq., Staff Attorney, CLASI Georgetown Office

In February 2002, a resident from Oak Orchard West Mobile Home Park in Millsboro came into the Community Legal Aid Society, Inc. office in Georgetown looking for some help. The new park owners sent the resident a notice saying her rental agreement would not be renewed due to alleged violations of the park's Mobile Home Community Restrictions. As the investigation of her case progressed, the matter changed from a simple rules violations case with one client to a Fair Housing case concerning 13 additional residents in the same park.

In total, 14 park residents all received a letter entitled "Notice of Non-Renewal of Lease". Of the 14 receiving notices, CLASI represented ten of them. This notice came from the owners' attorney who sent the same letter to each resident. The notice did not explain the reason for the non-renewal. Of the 14 households receiving non-renewals 13 had children. Of the 13 households with children, nine contained parents who were unmarried. As a consequence, the aforementioned pattern appeared to indicate a discriminatory act based upon familial status.

Our original client in the case moved into the park in 1996. At that time the park was under different ownership. Her original lease listed her boyfriend as a household member and as their family grew, she notified the park manager of each new household member. However, when the new owners took over the park they decided that they were going to "clean up the park" and told this particular resident that her boyfriend had to leave because he was not a tenant and that she had too many children.

Under the new ownership the park became very hostile to children once the new owners took over. The new owners told the residents that children were not allowed to play in anyone else's yard but their own. There was no common area in the park for the children to play. What used to be a community pool, the new owners filled in with septic dirt. The owners told residents that adults could ride their bicycles in the park but children could not.

However, the new owners seemed to be even less tolerant of unmarried couples with children. The owners told one resident that "all this shacking up has to stop". They also told residents that if their significant other was not a tenant on the lease, they would never approve their addition to the household.

As in many older manufactured housing communities, the park had

problems with its septic systems. In 1996 the previous owners of the park, in an attempt to properly maintain the septic system, opted to raise lot rents in exchange for the park owners taking over the responsibility for pumping, maintaining and repairing the septic systems. However, when the new owners took over, they did not want to take responsibility for the septic systems. To that end they sent the residents notices warning them not to "overuse" the system. In this notice the owners indicated that "excessive toilet flushing" was a big problem and that "it can be minimized by following this rule – when it is yellow let it mellow, when it is brown flush it down". They also advised residents that "[l]aundry must be done, but spreading the loads throughout the week helps reduce undue strain on the system . . ."

Each of the residents receiving the non-renewals filed a Fair Housing Complaint with the Delaware Human Relations Commission alleging discrimination based on familial status. The residents' position was clear: they wanted their leases renewed and they wanted an environment in which their children could act like children. CLASI worked on

*continued on page 16*

## Manufactured Housing Tenants Fight For Drinkable Water *continued from page 13*



Wrongs. The theory advanced by CLASI was that the statute of limitations does not run from the time the water was first found to be "bad" or even from when the resident first knew of the problem, but begins to run anew every time the water failed a nitrate test - every time a warning had to be posted.

During the course of the events, our client voluntarily moved from the park and this particular case settled. Although the park owners have remedied the water problem, there are several more cases the CLASI Georgetown Office may file on behalf of other residents in the park who lived with bad water for many years. Furthermore, some of the residents may have suffered medical injuries as a result of the high nitrate levels in the park water. Since CLASI generally does not handle tort cases, we have informed park residents that they will need to retain private counsel if they wish to pursue a

claim for these damages.

As a result of this litigation, the CLASI Georgetown Office is scrutinizing other older manufactured housing parks for similar water problems. Our goal is to make residents aware of this potential problem and to educate residents concerning their legal rights if they find themselves in such an untenable and dangerous situation. Manufactured housing residents are particularly vulnerable to this problem because of their investment in their homes and their inability to quickly cut ties and leave the landlord/tenant relationship. ■

## Familial Discrimination *continued from page 15*

the case with Human Relations and the Delaware Housing Coalition. The Coalition organized the residents in the park and did an excellent job facilitating resident education and communication.

In December 2002 after negotiations with Human Relations and the park owners, the parties entered into a Conciliation Agreement to resolve the 14 non-renewals. The specific contents of the Conciliation Agreement are confidential; however, the residents remain living in the park in an environment free of discriminatory practices. ■

## A QUICK OVERVIEW OF THE FAIR HOUSING ACT

The Federal and State Fair Housing Acts prohibit discrimination in housing because of:

- Race or color
- National origin
- Religion
- Gender
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women; and people securing custody of children under 18)
- Disability

Conduct prohibited by the Act includes:

- refusing to sell, rent or negotiate for housing
- adopting burdensome procedures or delaying tactics;
- making statements indicating racial or other prohibited preferences
- racial steering
- exclusionary zoning and land-use restrictions
- mortgage and insurance redlining
- discriminatory appraisals

## ELDER LAW PROGRAM

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### CLASI'S ELDER LAW PROGRAM ASSISTS A SENIOR ATTEMPTING TO SELL HER MANUFACTURED HOME

Heather S. Williams, Esq., Staff Attorney  
CLASI Elder Law Program

Recently, the Elder Law Program (ELP) assisted a client who owned a manufactured home located in a manufactured housing community in Sussex County, Delaware. The client requested ELP's assistance because she needed to sell her home, and the owners of the park were preventing the client from making the sale.

The client had moved into a retirement community after her husband passed away, and she could no longer maintain the manufactured home physically or financially. During the middle of the client's existing lease, the owners of the mobile home park drafted an "Addendum" to the lease which prohibited the sale of homes that were of a certain age or width. The park owners attempted to enforce this "Addendum" by categorizing the client's home as one which was covered and could not be sold. The park owners even went as far as to tell prospective buyers that the home had to be removed from the park if it were sold. This was not true but proved effective in dissuading several prospective buyers from purchasing the home.

ELP brought an action in the Court of Chancery requesting the court to grant a preliminary injunction prohibiting the park from interfering with the sale of the client's home. After a hearing and oral arguments on the matter, the court granted ELP's Motion for a Preliminary Injunction and ordered the park owners to cease disseminating any information to prospective buyers about the client's home. The court also determined that the "Addendum" to the lease did not apply to the client because her home did not fit within the standards set forth by the language of the "Addendum". After the court issued its order in her favor, the client was able to sell her home, and she continues to live happily in a retirement community.

In an effort to prevent problems such as these from plaguing our clients, ELP conducts community education programs in which we educate elderly Delawareans on the pros and cons of owning a home and renting the land and the different ways to prevent park owners from enforcing illegal lease provisions. ■

"THEY WOULDN'T LET  
ME SELL MY HOME"

**DON'T BE VICTIMIZED BY  
SWEEPSTAKES, DECEPTIVE MAIL  
OR TELEMARKETING FRAUD**

**“YOU'RE  
ALREADY  
A WINNER!”**

Many scams start out with a phone call or post card telling you that you have won a big prize. To claim the prize, however, you, the “winner”, need to pay certain fees or buy something. Most of these calls and postcards are fraudulent sweepstakes which, rather than paying out big prizes, are swindling seniors out of thousands of dollars every day.

However, there are regulations to protect you\*:

- Telemarketers must inform you of the accurate odds of winning a prize, or the factors used to calculate them if they can't be determined in advance.
- Telemarketers are required to disclose, upon request, how you can participate in the contest without buying anything or paying anything.
- Telemarketers who call to pitch a prize must tell you that you don't have to buy anything to enter or win before they describe the prize.
- If money is required, the solicitor must tell you exactly what you must pay or what conditions must be met to receive or redeem a prize.



**“You've  
won a  
vacation  
to Florida!”**

Anyone who misrepresents these facts is violating federal law. If you feel that you have been a victim of this type of financial scam, you should report it to the Attorney General or the United States Attorney's office. ■

*\* Information provided by National Senior Citizens Law Center, "Washington Weekly" November 16, 2001*

## PROFILE OF A DONOR

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### REGINA MULLEN

Regina Mullen has long supported Community Legal Aid Society, Inc. (CLASI) and the work we do. She served for six years on the Board of Directors and has been a generous contributor to the Combined Campaign for Justice every year. Philosophically, she believes in the importance of CLASI's role in the Bar. She has described her support of CLASI as, "a recognition of the fact that [CLASI] provides legal services to individuals who—even with the pro bono work of individual attorneys, the program for volunteer services administered by DVLS, and the work of the LSC staff—would have little access to representation without CLASI."

Philosophy aside, Regina's support of the organization has more practical roots. Regina's genuine interest in CLASI was borne of her own personal experience. She had this to say on the subject: "I have always thought I had an understanding of the work CLASI performs not shared by many in the Bar because CLASI lawyers represented adverse parties so often when I was at the AG's [Attorney General's] office. When you litigate against, negotiate with or observe a presentation to an administrative body, you get to know the standard of representation provided by a law office. CLASI regularly provided quality representation to its clients."

After her work in the public sector, Regina joined MBNA and now holds the position of Executive Vice President - Corporate Counsel. Her change in jobs did not change her dedication to serving the public, however. Regina Mullen takes her community service responsibilities very seriously. Besides her stint on CLASI's Board, which included a few terms as Treasurer, she has brought her bright enthusiasm and exacting intellect to activities including the Board of Bar Examiners and the Board of Professional Responsibility, the boards of the New Castle Historical Society, Delaware Chamber Music Festival and the Chesapeake Bay Girl Scout Council (for which she serves on the community development committee). She currently serves as a member of the Alumni Council of the University of Virginia School of Law Alumni Association and the Delaware State Bar Association Diversity in the Profession Committee. In 2000 Regina received the Women's Leadership Award present by the Delaware State Bar Association.

We are grateful to Regina Mullen for her contributions of leadership, time and money, which have gone a long way to making Community Legal Aid Society, Inc. a force to be remembered by clients and adverse parties alike.




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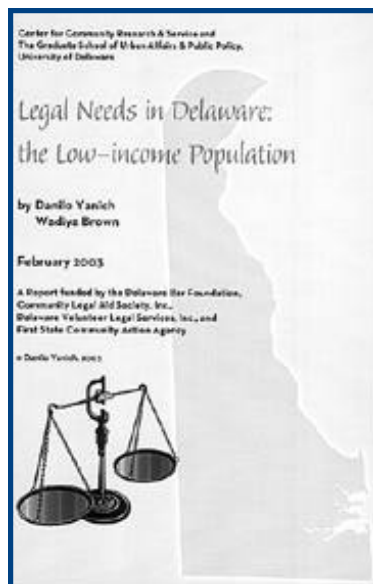
*... her contributions of leadership, time and money, have gone a long way to making Community Legal Aid Society, Inc. a force to be remembered by clients and adverse parties alike.*

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## CLASI UPDATE

### LEGAL NEEDS ASSESSMENT COMPLETED

In February 2003, the Center for Community Research and Service at the University of Delaware released a report entitled *Legal Needs in Delaware: The Low Income Population*. The report, which was funded by Community Legal Aid Society, Inc. (CLASI), Delaware Bar Foundation, Delaware Volunteer Legal Services, Inc. and First State Community Action Agency, provides a detailed assessment of the legal issues currently affecting the low income population of Delaware.



The concept for the report came from James G. McGiffin, Jr., Executive Director of CLASI, and Christopher White, Deputy Director of CLASI. As a civil legal service provider that offers assistance to Delaware residents unable to afford private attorneys, CLASI wanted to gain a comprehensive understanding of the current legal needs of the population it regularly serves.

CLASI enlisted the assistance of the Center for Community Research and Service at the University of Delaware. Danilo Yanich, Associate Professor of the Center and Wadiya Brown, graduate assistant for the Center, compiled and analyzed survey responses from households throughout Delaware in which the household income was 150% of the poverty level or below.

Under the direction of Yanich, the Center called approximately 125,000 Delawareans to develop the database. Survey questions addressed a comprehensive list of legal problems related to housing, family, work, retirement, health care, credit, individual rights, discrimination and access to courts. The Center also compiled demographic information (education, marital status, living arrangements, etc.) on the survey participants.

The report analyzes the responses of 604 surveys: 206 in New Castle County, 186 in Kent County and 212 in Sussex County. The margin of error is +/- 6 %. Since the data for the report was gathered in 2002, responses are based on the experience of the household in 2001. The 70 page report is organized into two sections: 1) Responses by County and 2) Responses by Race and Gender.

The extensive nature of the data collected and the implications drawn from the responses will reshape the nature of services offered through CLASI and other legal service providers in Delaware. A copy of *Legal Needs in Delaware: The Low Income Population* is available to download at the Community Legal Aid Society, Inc. website: [www.declasi.org](http://www.declasi.org). ■



Danilo Yanich, Associate Professor,  
Center for Community Research and  
Service, University of Delaware

## CLASI STAFF ATTORNEY IS AWARDED THE ROXANA C. ARSHT FELLOWSHIP

MaryBeth Musumeci, a staff attorney in CLASI's Disabilities Law Program, is the 2002 recipient of the Roxana C. Arsht Fellowship. The purpose of the fellowship is to encourage law students, recent law school graduates and attorneys newly admitted to the Bar of the Supreme Court of Delaware to pursue careers in the non-profit sectors of Delaware.

The fellowship is a three year cash award established by the Women's Section of the Delaware State Bar Association and named for the Honorable Roxana C. Arsht, a pioneer lawyer, judge and philanthropist. In 1971, she became the first female judge in Delaware and remained the only female judge until she retired in 1983. Judge Arsht spent a great deal of her life giving back to the greater Wilmington community through her involvement in programs such as the Cancer Care Connection, the Red Feather Agency (predecessor to United Way), Planned Parenthood and the Welfare Council.

A 1999 graduate of Harvard Law School, MaryBeth Musumeci came to CLASI highly recommended by the Family Court Judges for whom she clerked from September 2000 to August 2001. Before her Family Court experience, MaryBeth was an Independence Foundation Public Interest Fellow and worked at the Delaware County Legal Assistance Agency in Chester, PA. Within the Disabilities Law Program, MaryBeth specializes in Special Education, Medicaid and Supplemental Security Income cases. ■



"There was a time when I wanted to give up and she wouldn't let me. She's the best and she really cared about my issues."  
CLASI client commenting about MaryBeth Musumeci

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### Manufactured Housing at Risk *continued from page 6*



A manufactured home with a permanent addition.  
Green Acres Mobile Home Park.

form of affordable housing. At the same time, these protections must be balanced in such a way as not to discourage the development of additional manufactured housing communities in Delaware.

The parties concerned with this matter are presently attempting to negotiate another bill for this legislative session. I am told that the bill will address, among other things, the change of land use problem. We hope the parties will negotiate legislation that will balance the competing interests and preserve this type of affordable housing in Delaware. ■

## CLASI UPDATE

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### MEMBER OF CLASI FAMILY RECEIVES EXEMPLAR AWARD

Thomas A. Gottschalk, father and mentor to CLASI's Elder Law Program Project Director, Deborah I. Gottschalk, was the recipient of the National Legal Aid and Defender Association (NLADA) 2002 Exemplar Award.



Deborah I. Gottschalk and Thomas Gottschalk at the NLADA 2002 Exemplar Awards Dinner.

Gottschalk was recognized at an awards dinner in Washington, D.C. last year. Jack Martin, founder of the NLADA's Corporate Advisory Committee presented the award to Gottschalk commenting that "Tom is a great example of the fact that a lawyer can serve in a demanding and time-consuming role with great distinction as the general counsel of a major company and at the same time fulfill the responsibility that every lawyer has to devote some part of their practice to public service."

As Executive Vice President for Law and Public Policy at the General Motors Corporation, Gottschalk directs a legal staff of over 200 attorneys throughout the world. His compassionate dedication to low-income Americans and to equal justice has served as an inspiration to his colleagues. Through his active participation in NLADA, as chair of the Corporate Advisory Committee and as a member of the NLADA Board of Directors, Gottschalk has been an advocate for corporate America's responsibility to equal justice. Gottschalk is a key supporter of pro bono legal services in Michigan through his efforts with the Detroit Legal Services Clinic and the Access to Justice Fund. He also spoke out in support of the American Bar Associations moratorium on the death penalty and currently serves on the Constitution Project's Death Penalty Initiative, a committee designed to address issues in the administration of capital punishment to ensure equal justice for all. Thomas Yanucci of Kirkland & Ellis remarked that "He has always been a brilliant lawyer who led by his personal integrity and his constant sense of commitment to fairness in everything that he did."

When receiving this prestigious award, Gottschalk graciously recognized his "true hero", daughter Deborah I. Gottschalk. Debbie has worked for CLASI for over eight years and currently acts as Project Director for the Elder Law Program. Her commitment and dedication to the seniors she represents has proven that the apple does not fall far from the tree. ■



## FUNDING UPDATE

### COMBINED CAMPAIGN FOR JUSTICE



Justice Randy J. Holland and Douglas B. Canfield, Esq., Executive Director of LSCD at the DVLS/Campaign reception.

Community Legal Aid Society, Inc. (CLASI), Delaware Volunteer Legal Services, Inc. (DVLS) and Legal Services Corporation of Delaware, Inc. (LSCD) are gearing up again for the 2003 Combined Campaign for Justice. The Campaign is the annual effort by Delaware lawyers to raise desperately needed funding to support the work of CLASI, DVLS and LSCD. This year Claire DeMatteis and Charlie McDowell, two of the returning Campaign Co-Chairs from the

2002 Campaign are joined by Allen M. Terrell, Jr. of Richards, Layton and Finger to lead us in this fundraising effort.

The goal for the Campaign this year is \$500,000 and 1,000 contributors. The Campaign Co-Chairs have set this ambitious goal in light of the dramatic reduction in funds available to the Delaware Bar Foundation, the primary supporter of legal services in Delaware. Due to low interest rates, the funding generated by the Interest On Lawyers Trust Accounts (IOLTA) Program is significantly lower than past years. Income to the Foundation this year will be approximately \$500,000, down from \$1.5 million in 1999. The legal services providers are facing a funding shortfall of \$700,000 for the next fiscal year. As a consequence, CLASI, DVLS and LSCD are turning to other funding sources including the Campaign for increased support.



2002 Campaign Co-Chair William D. Johnston, Esq. addresses the crowd at the reception.

On a more positive note, the 2002 Combined Campaign for Justice was a tremendous success. Thanks to generous support from the bench, bar, banks and foundations the Campaign raised \$436,000, exceeding its goal of \$425,000. The staff and boards of CLASI, DVLS and LSCD extend their sincere thanks to William D. Johnston for his exhaustive efforts as a Campaign Co-Chair for the past two years. Bill is a true friend to legal services and its mission to provide equal access to justice for all Delawareans.

Thanks Bill! ■

### NEW DLP PROGRAM TO ASSIST INDIVIDUALS WITH TRAUMATIC BRAIN INJURY

In August 2002, the Disabilities Law Program was one of 33 programs throughout the country approved for a \$50,000 grant for each of the next three years to advocate for individuals suffering from a Traumatic Brain Injury (TBI). Congress authorized the Health Resources and Services Administration to award these grants to State Protection and Advocacy agencies with programs providing services to this underserved and growing population. Statistics from the Center for Disease Control and Prevention estimate that at least 5.3 million Americans suffer from disabilities resulting from TBI and each year 1.5 million Americans will sustain a TBI.

The DLP program will work to improve the quality and accessibility of support services and the protection of individuals rights through systemic efforts. Individuals requesting services through the program receive assistance with a variety of issues,

*continued on page 24*

New DLP Program to Assist Individuals with Traumatic Brain Injury  
*continued from page 23*

including special education misclassification, community residential options and access to assistive technology and public benefits. In an effort to bring about systemic reform, DLP will address prevention and safety legislation which would decrease incidence in Delaware.

In addition to individual and legislative advocacy, the program incorporates outreach and community education to promote TBI prevention and awareness. DLP co-sponsored the LIFE V Conference in January 2003, which included a seminar on the impact of innovative medical technology affecting individuals with brain injuries and the availability of support services to Delawareans living with a TBI. ■

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We Own Homes - Not Trailers  
*continued from page 12*

raised when S.B. 194 went to the House.

The new attempt would protect the interests of both sides in a bill that not only would aid community owners and homeowners in Delaware, but also should stand as model legislation for manufactured home owners in other states who are facing the same problems. ■

Community Legal Aid Society, Inc. (CLASI) is a private, non-profit law firm serving Delawareans since 1946.

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