



OFFICE OF THE ATTORNEY GENERAL
CONNECTICUT

SANDRA ARENAS
ASSOCIATE ATTORNEY GENERAL AND CHIEF
OF THE DIVISION OF CONSUMER AND
CONSTITUENT AFFAIRS

Phone 860-808-5401

February 20, 2023

By Email: kecke@suncommunities.com

Ms. Kathy Ecke
Regional Vice President
Sun Communities, Inc.
27777 Franklin Rd. Suite 200
Southfield, MI 48034

Re: Inquiry from the Office of the Attorney General, State of Connecticut regarding Beechwood Mobile Home Park

Dear Ms. Ecke:

The Connecticut Attorney General's Office is conducting an inquiry into the business practices of Sun Communities, Inc. ("Sun"). While we understand that the Department of Consumer Protection is in communication with you in relation to certain residents of Beechwood Community, located in Killingworth, Connecticut, we have received additional concerns from residents.

Conn. Gen. Stat. Sec. 21-82 (a) imposes the following responsibilities on Sun Communities and other owners of mobile manufactured home parks:

- (1) Comply with the requirements of the State Building Code, the Fire Safety Code, and all applicable state laws and regulations, local ordinances and planning and zoning regulations materially affecting health and safety;
- (2) Maintain the premises and regrade them when necessary to prevent the accumulation of stagnant water and to prevent the detrimental effects of moving water;
- (3) Maintain the ground at such a level that the mobile manufactured home will not tilt from its original position;
- (4) Keep each mobile manufactured home space or lot marked in such a way that each resident will be certain of his area of responsibility;
- (5) Keep any exterior area of the park not the responsibility of each resident free from any species of weed or plant growth which are noxious or detrimental to the health of the

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residents;

(6) Make all repairs and do whatever is necessary to put and keep the portion of the mobile manufactured home park that is not the responsibility of each resident in a fit and habitable condition, except where such premises are intentionally rendered unfit or uninhabitable by the resident, a member of his family or other person on the premises with his consent, in which case such duty shall be the responsibility of the resident;

(7) Keep all common areas of the premises in a clean and safe condition;

(8) Be responsible for the extermination of any insect, rodent, vermin or other pest dangerous to the health of the residents whenever infestation exists in the area of the park not the responsibility of the resident or in the area for which the resident is responsible including the mobile manufactured home if such infestation is not the fault of the resident and particularly if such infestation existed prior to the occupancy of the resident claiming relief;

(9) Maintain all mobile manufactured homes rented by the owner in a condition which is structurally sound and capable of withstanding adverse effects of weather conditions;

(10) Maintain all electrical, plumbing, gas or other utilities provided by him in good working condition except during any emergency after which any repair shall be completed within seventy-two hours unless good cause is shown as to why such repair has not been completed;

(11) Maintain all water and sewage lines and connections in good working order, and in the event of any emergency, make necessary arrangements for the provision of such service on a temporary basis;

(12) Arrange for the removal from waste receptacles of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit;

(13) Maintain any road within the park in good condition, provide adequate space for parking of two cars for each lot except that any park which provided only one space for each lot on January 1, 1985, and which provided only one space for each lot on October 1, 1972, shall be exempt from such requirement, and be responsible for damage to any vehicle which is the direct result of any unrepaired or poorly maintained access road within the park;

(14) Respect the privacy of the resident and if only the space or lot is rented, agree to enter the mobile manufactured home only with the permission of the resident;

(15) Allow all residents freedom of choice in the purchase of all services pursuant to section 21-78;

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(16) Allow a resident to terminate a rental agreement whenever a change in the location of such resident's employment requires a change in the location of his residence if such resident gives thirty days' notice; provided, a resident who is a member of the armed forces of the United States may terminate his rental agreement with less than notice of thirty days if he receives reassignment orders which do not allow such prior notification.

So that we may confirm that Sun is fulfilling its statutory obligations as described above, we ask that Sun provide us with documents and information requested on or before March 6, 2023. These requests cover the period January 1, 2019, to the present date (the "covered period").

1. Provide a list of dates and times when each of the residents of Beechwood Community below contacted you regarding their sewer problems.
 - a. Estelle Vanacore, 11 Whitewood Road
 - b. Lynda Burgess, 18 Boulder Trail
 - c. Kim Erickson, 20 Woodland Trail
 - d. Hank Reed, 8 Pleasant Trail
 - e. Marge Saglio, 7 Pleasant Trail
 - f. Nancy Karpe, 44 Swan Lake Trail
 - g. Maurice Corley, 36 Swan Lake Trail
 - h. Ginny Nedra, 26 Swan Lake Trail
 - i. Peter VanJeune, 24 Swan Lake Trail
 - j. Cliff Goodale, 6 Swan Lake Trail
2. Describe how each of these residents' sewer complaints were handled and who paid for the repairs.
3. Provide documentation showing when each of the residents' septic tanks were cleaned.
4. Describe how Sun fulfills its obligations to the residents at Beechwood Community, as outlined in Conn. Gen. Stat. Sec. 21-82 (a).
5. Provide documentation relating to all complaints received from residents during the covered period and how each have been handled.

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Please direct your responses to the undersigned at Sandra.Arenas@ct.gov. Please do not hesitate to contact us if you have any questions or wish to discuss this matter in more detail.

Very truly yours,

A handwritten signature in black ink that reads "Sandra Arenas". The signature is written in a cursive style with a prominent initial "S" and a decorative flourish at the end.

Sandra Arenas
Associate Attorney General
Chief of the Division of Consumer and
Constituent Affairs