SUPERIOR COURT
OF THE
STATE OF DELAWARE

E. SCOTT BRADLEY
JUDGE

SUSSEX COUNTY COURTHOUSE
1 The Circle, Suite 2
GEORGETOWN, DE 19947

November 25, 2008

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RE: *Steven Weyl, et al. v. Bay City, Inc.*
C.A.No. SS07A-012-002-ESB
Letter Opinion

Date Submitted: May 15, 2008

Dear Counsel:

This is my decision on an appeal filed by tenants in a manufactured home park of post-trial findings made by the Court of Common Pleas that (1) the tenants did not prove that their landlord breached their lot rental agreement by not maintaining and re-grading their lot to prevent the accumulation of stagnant water on it, and (2) the stagnant water on the tenants' lot did not pose an imminent danger to their life, health or safety.[1] The tenants are Steven and Patricia Weyl. The landlord is Bay City, Inc. The Weyls own a manufactured home on a lot they lease from Bay City in the "Bay City Manufactured Home Park" in Long Neck, Sussex County, Delaware. The landlord-tenant relationship between the Weyls and Bay City is governed by the Manufactured Home Owners and Community Owners Act.[2] The Act requires a landlord to maintain and re-grade a tenant's lot where necessary and in good faith to prevent the accumulation of stagnant water on it and to prevent

[1] *Weyl v. Bay City*, 2007 WL 4099358 (Del. Com. Pl. Nov. 5, 2007).

[2] 25 *Del.C.* §§ 7001-7037.

the detrimental effects of moving water.[3] The Act permits a tenant to go to court and seek a receivership for the manufactured home park if the landlord fails to remedy a condition that is imminently dangerous to the tenant's life, health or safety. The testimony at trial was that several other tenants and Bay City raised the height of the lots around the Weyls' lot, causing storm water to drain onto the Weyls' lot and remain there for days. Despite this testimony, the Court of Common Pleas ruled against the Weyls, finding that there was no evidence that the grading of the Weyls' lot had diminished or changed to such an extent that it required maintenance. The Court of Common Pleas also found that the stagnant water on the Weyls' lot was not an imminent danger to their life, health or safety. I have reversed the finding by the Court of Common Pleas that Bay City did not breach its obligation to the Weyls to prevent the accumulation of stagnant water on their lot because the Court of Common Pleas incorrectly interpreted the Act and based its decision on facts that are not supported by the record. I have affirmed the finding by the Court of Common Pleas that the stagnant water on the Weyls' lot does not pose an imminent danger to their life, health or safety because it is in accordance with the Act and based on facts that are supported by the record.

STATEMENT OF THE CASE

The Weyls own a manufactured home on a lot they lease from Bay City. They bought their home in 1999. The lots next to and behind the Weyls' lot were level with their lot at the time. A few years after the Weyls bought their home, several other tenants and Bay City raised the height of the lots around the Weyls' lot by filling them with dirt and then placing bulkheading around the lots to hold the dirt in place. Storm water from these lots and the road now runs onto the Weyls' lot and remains there for days. The Weyls had no meaningful flooding problems before the other lots were

[3] 25 *Del.C.* § 7006(a)(13)(a).

raised. Before, when it rained, the storm water would run off of the Weyls' lot and the other tenants' lots towards the road and drain into a nearby lagoon. The storm water that now accumulates on the Weyls' lot includes trash and animal waste and leaves behind a foul smelling slime that is slippery. Bay City tried to fix the problem by putting a few inches of dirt on the Weyls' lot and installing a drain pipe. Even though this did not fix the problem, Bay City has refused to do anything more. The Weyls' lot will need up to two feet of dirt to raise their lot high enough to keep storm water from running onto it. In order to add this much dirt to the Weyls' lot, their home will have to be raised on piers, and then their lot will have to be filled with dirt and re-graded.

The Weyls filed a complaint against Bay City alleging that it violated 25 *Del.C.* § 7006(a)(13)(a) and (b). § 7006(a)(13)(a) requires a landlord to:

> "Maintain and re-grade the lot area where necessary and in good faith to prevent the accumulation of stagnant water thereon and to prevent the detrimental effects of moving water."

§ 7006(a)(13)(b) requires a landlord to:

> "Maintain the manufactured home community in such a manner as will protect the health and safety of residents, visitors, and guests."

The case went to trial in the Court of Common Pleas on January 24, 2007. Steven Weyl, Patricia Weyl, Walter Silvar, Robert Davidson, Lawrence Lank, Paul Oliva, Janet Oliva and Ian Kaufman testified at the trial. The Weyls testified about the storm water drainage problem on their lot and Bay City's efforts to fix it. Silvar, a neighbor of the Weyls, testified about the same thing. Lank, the Director of the Planning & Zoning Commission for Sussex County, testified about complaints that he had received about storm water drainage problems in Bay City. Davidson, a building contractor and home mover, testified that it would cost $15,787 to raise the Weyls' home

and fill and re-grade their lot. Paul Oliva and Janet Oliva, Bay City's maintenance man and general manager, respectively, testified about their efforts to fix the Weyls' storm water drainage problem. Ian Kaufman, an environmental consultant for Bay City, testified that the drainage on the Weyls' lot has been impacted by the raising of the adjacent lots. The Court of Common Pleas found that the Weyls failed to prove Bay City breached the terms of their rental agreement by failing to maintain and re-grade their lot and that such failure was the cause of the Weyls' problems, stating that there was no evidence to show "that the grading of the plaintiffs' lot had diminished or changed, requiring maintenance."[4] The Court of Commons also found that the stagnant water on the Weyls' lot did not cause an imminent danger to their life, health or safety.[5]

STANDARD OF REVIEW

When considering an appeal from the Court of Common Pleas, this Court's function is similar to that of the Delaware Supreme Court.[6] "In reviewing appeals from the Court of Common Pleas, the Superior Court must limit its scope of review to correcting errors of law and ascertaining whether the trial judge's factual findings 'are adequately supported by the record and are the product of an orderly and logical deductive process.'"[7] This Court must accept any decision of the Court of Common Pleas that is supported by sufficient evidence.[8]

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[4] *Weyl,* 2007 WL 4099358, at *3.

[5] *Id.*

[6] *Baker v. Connell*, 488 A.2d 1303, 1309 (Del. 1985).

[7] *Romain v. State Farm Mutual Auto. Ins. Co.*, 1999 WL 1427801, at *1 (Del. Super. Dec. 2, 1999) (*citing Wyatt v. Motorola, Inc.*, 1994 WL 714006, at *2 (Del. Super. Mar. 11, 1994)).

[8] *Levitt v. Bouvier*, 287 A.2d 671, 673 (Del. 1972); *Wilson v. Klabe Construction Co.*, 2004 WL 1732217, at *2 (Del. Super. July 29, 2004).

DISCUSSION

The Weyls argue that the Court of Common Pleas misinterpreted and failed to liberally construe the applicable provisions of the Act. Bay City argues that the extensive improvements that the Weyls seek are not contemplated by the Act. 25 *Del.C.* § 7006(a)(13)(a) requires a manufactured home park landlord to maintain and re-grade a tenant's lot area where necessary and in good faith to prevent the accumulation of stagnant water thereon and to prevent the detrimental effects of moving water. 25 *Del.C.* § 7001(a) states that the Act must be liberally construed and applied to promote its underlying purposes and policies, which are, in part, "to encourage manufactured home community owners and manufactured home owners and residents to maintain and improve the quality of life in manufactured home communities."[9]

The Court of Common Pleas found that (1) the lots adjoining the Weyls' lot were raised and bulkheaded by other tenants and Bay City, (2) as a result of these lots being raised and bulkheaded, more storm water flows onto the Weyls' lot from the adjoining lots, (3) portions of the Weyls' lot remain under water for up to two days, (4) the raised and bulkheaded lots have exacerbated the drainage problems the Weyls experienced before the adjoining lots were raised and bulkheaded, (5) Bay City's efforts to fix the Weyls' lot have not worked, and (6) Bay City has failed to adequately manage the storm water in the community and this failure has negatively impacted the Weyls' lot. All of these findings are supported by sufficient evidence in the record.

§ 7006(a)(13)(a) clearly requires a manufactured home park landlord to re-grade a tenant's lot area where necessary and in good faith to prevent the accumulation of stagnant water on the lot. Stagnant water is, according to expert testimony offered at trial, water that is not flowing. The Court

[9] 25 *Del.C.* § 7001(a)(2).

of Common Pleas found that storm water often remained on the Weyls' lot for two days after it rained. The evidence unquestionably demonstrates that stagnant water accumulates on the Weyls' lot after it rains. "The goal of statutory construction is to determine and give effect to legislative intent."[10] "An unambiguous statute precludes the need for judicial interpretation, and "the plain meaning of the statutory language controls."[11] Dictionary definitions of undefined terms are useful in construing statutes.[12] The Act clearly requires the landlord "to maintain and *re-grade* the lot *where necessary* (emphasis added)..."[13] The Act does not make re-grading optional, but mandatory where necessary. Necessary is defined as "logically unavoidable" or "absolutely needed."[14] As a result of other tenants and Bay City raising the height of the surrounding lots, it has become absolutely necessary and logically unavoidable for the Weyls' lot to be re-graded in order to keep storm water from accumulating on it. The Act places the responsibility for re-grading a lot on the landlord when it is necessary to prevent the accumulation of stagnant water on a lot. Thus, there is no doubt that Bay City had to make a good faith effort to re-grade the Weyls' lot.

"Good faith" is defined as a "state of mind consisting in (1) honesty in belief or purpose, (2) faithfulness to one's duty or obligation..."[15] Bay City's efforts to fix the Weyls' drainage problem by adding a few inches of dirt and a drain pipe hardly amount to a good faith effort to fix the

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[10] *Eliason v. Englehart*, 733 A.2d 944, 946 (Del. 1999).

[11] *Id.* at 946.

[12] *Ingram v. Thorpe,* 747 A.2d 545 (Del. 2000).

[13] 25 *Del.C.* § 7006(a)(13)(a).

[14] Merriam-Webster's Collegiate Dictionary 776 (10th ed.1998).

[15] Black's Law Dictionary 701 (7th ed. 1999).

problem, particularly in light of undisputed expert testimony that it will take up to two feet of fill dirt to raise the Weyls' lot high enough to keep storm water from draining onto it.

Notwithstanding the clear language of the Act and the finding by the Court of Common Pleas that Bay City's actions caused storm water to drain onto the Weyls' lot and remain there for days, the Court of Common Pleas found that the Weyls failed to prove that Bay City breached the terms of their rental agreement by failing to maintain and re-grade their lot and that such failure was the cause of the Weyls' problems, stating that there was no evidence to "show that the grading of the plaintiffs' lot had diminished or changed, requiring maintenance." The Court of Common Pleas, in arriving at its decision, reached two incorrect conclusions about § 7006(a)(13)(a). One, the Court of Common Pleas concluded that § 7006(a)(13)(a) does not require Bay City to raise the Weyls' home on their lot and raise the level of their lot by two feet. Two, the Court of Commons Pleas concluded that § 7006(a)(13)(a) only applies to defects on the lot that cause the accumulation of stagnant water on the lot. The plain language of § 7006(a)(13)(a) and the purpose of the Act do not support these conclusions. The purpose of the Act is to improve the quality of life in manufactured home park communities. § 7006(a)(13)(a) furthers this purpose by addressing the problem of stagnant water on lots. It requires a landlord to maintain and re-grade a tenant's lot where necessary and in good faith to prevent the accumulation of stagnant water on the lot and to prevent the detrimental effect of moving water. The plain language of this section does not place any limitations on what a landlord must do in order to maintain and re-grade a tenant's lot to keep water from accumulating on it. Obviously, if the landlord has to maintain and re-grade the lot to prevent water from accumulating on it, then the landlord may have to maintain and re-grade portions of the lot that are under the manufactured home, which would require either the temporary removal or raising of

it.

The plain language of § 7006(a)(13)(a) also does not state that the landlord is only responsible for defects in the lot that cause water to accumulate on it. While the landlord's only obligation to the tenant is to maintain and re-grade the tenant's lot to keep water from accumulating on it, it does not logically follow that the defects have to originate on the lot. This distinction by the Court of Common Pleas makes no sense and defeats the purpose of the Act. Moreover, even if that were the case, there are defects on the Weyls' lot. It is made up of soils that drain poorly and is too low relative to the lots that are around it. These defects cause water to accumulate on the Weyls' lot. Moreover, these defects, regardless of how you view § 7006(a)(13)(a), are on the Weyls' lot and must be remedied by Bay City.

The Court of Common Pleas, in arriving at its decision, also reached several important factual conclusions that are not supported by the record. For example, the Court of Common Pleas, when reviewing Kaufman's testimony, stated:

> "Mr. Kaufman further testified that raising the plaintiff's lot would not address the storm water management issues causing the occasional water flow onto the lot and temporary ponding."[16]

This is not correct. Kaufman did testify that raising the Weyls' lot would be one way of addressing their problem. His exact testimony is as follows:

> Q. Did you observe the conditions on the neighboring property to have the bulkheads on it?
> A. Yes.
> Q. Okay, Would you agree that the neighboring property does not have the same storm water accumulation problem as the Weyls' property?
> A. Yes.
> Q. Would a similar raising or bulk heading of the Weyls' property alleviate the

[16] *Weyl,* 2007 WL 4099358, at *2.

storm water accumulation problems that you see in these pictures?
A. That would be one way to address this problem. (emphasis added).[17]

The Court of Common Pleas, also when reviewing Kaufman's testimony, stated:

> "He said the storm water runoff in the area needs to be better managed. In Kaufman's expert opinion, the runoff problems can be solved by re-grading the street, constructing guttering and swales down the road, and installing a storm water drain emptying into the lagoon."[18]

This is incomplete. Kaufman's solution for the drainage problem, as reflected in his testimony, involved re-grading the Weyls' lot in accordance with their request for relief. His exact testimony is as follows:

Q. All right. Would you read the rest of the paragraph, which appears to be your recommendation?
A. The solution for managing storm water would be to provide an adequate outfall for the storm water by grading and/or storm drains. Grading the property so that the pitch is towards to road, and adding a crown to the center of the dirt road with appropriate grades will result with runoffs reaching the lagoon before ponding on the lot became severe.
Q. Okay. Is that fair to say that's your recommendation for Lot 20?
A. Yes. (emphasis added).[19]

The Court of Common Pleas, after making these misstatements of Kaufman's testimony, then stated that:

> "All of these items would be modifications and improvements to areas of the park outside of the plaintiffs' lot."[20]

This statement is not consistent with Kaufman's testimony and the Weyls' request for relief. The

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[17] Tr. at 161-162.

[18] *Weyl,* 2007 WL 4099358, at *2.

[19] Tr. at 172.

[20] *Weyl*, 2007 WL 4099358, at *2.

Weyls' only want to get the storm water off of their lot. Re-grading their lot down and towards the road will accomplish that. The Weyls are not at all concerned about what happens to the storm water so long as it is does not remain on their lot.

The Court of Common Pleas has viewed this case, in both fact and law, as a problem that exists off of the Weyls' lot that can only be remedied by taking action off of the Weyls' lot. This view is not supported by the facts and plain language of the Act. Storm water accumulates on the Weyls' lot because their lot is lower than the surrounding lots and consists of soils that drain poorly. The surrounding lots were raised by other tenants and Bay City. The Act requires Bay City to maintain and re-grade a tenant's lot so that water does not accumulate on it. An expert during trial testified that water would not accumulate on the Weyls' lot if it was raised to the level of the surrounding lots. The Court of Common Pleas' conclusion that Bay City has no obligation under § 7006(a)(13)(a) to remedy the very problem it caused is not supported by the facts or applicable law.

The Weyls also argue that stagnant water on their lot is an imminent danger to their life, health or safety. The Court of Common Pleas disagreed, reasoning that while the stagnant water on the Weyls' lot was messy, smelly and inconvenient, it was not an imminent danger to the Weyls' life, health or safety. The Court of Common Pleas is correct. There is simply no evidence that the stagnant water is an imminent threat to the Weyls' life, health or safety. At most, it prevents the Weyls from enjoying their lot and home.

The findings of the Court of Common Pleas are affirmed and reversed as set forth herein and this case is remanded to the Court of Common Pleas for the purpose of entering a judgment in favor of the Weyls and against Bay City in the amount of $15,787, together with the costs of this action and pre- and post-judgment interest at the applicable rate.

IT IS SO ORDERED.

Very truly yours,

E. Scott Bradley

cc: Court of Common Pleas