

IN THE SUPREME COURT OF THE STATE OF DELAWARE

STATE OF DELAWARE, *ex rel.*)
M. JANE BRADY, ATTORNEY) No. 537, 2003
GENERAL, STATE OF DELAWARE,)
) Court Below: Superior Court
Respondent/Counterclaim) of the State of Delaware in
Plaintiff Below, Appellant,) and for Sussex County
)
v.) C.A. No. 02C-08-029
)
MANUFACTURED HOME)
COMMUNITIES, INC., MHC)
FINANCING LIMITED PARTNERSHIP)
TWO, and MHC OPERATING LIMITED)
PARTNERSHIP,)
)
Petitioners/Counterclaim)
Defendants Below, Appellees.)

Submitted: March 16, 2004
Decided: March 29, 2004

Before **BERGER, STEELE** and **JACOBS**, Justices.

ORDER

This 29th day of March, 2004, it appears to the Court as follows:

1. On March 16, 2004, we held oral argument on appeal of the Superior Court's Final Order of October 3, 2003.
2. Upon joint Motion of the parties, this Court had approved an Order to expedite scheduling and designate the issues presented which limited the appeal filed by the State to the "rent cap" issue and limited the cross-appeal filed by MHC to the "right of entry" provision.

3. On March 17, 2004, a three judge panel of this Court entered an Order unanimously affirming the decision of the Superior Court on the “rent cap” issue on the basis of the opinion of the trial judge.

4. While the March 17, 2004 Order affirmed the holding that the proposed new form of rental agreement considered by the trial judge violated 25 *Del. C. §7001 et. seq.*, we noted that a further explanation of our ruling on this issue would be issued in due course. This constitutes the further explanation of the Court.

5. The trial judge found the proposed new form of rental agreement “want for vagueness,” and that, as a result, that form of agreement did not meet the requirements of 25 *Del. C. § 7001 et. seq.*¹

6. We conclude that the proposed new form of rental agreement violates 25 *Del. C. § 7001 et. seq.*, because it fails either to track or accurately paraphrase the language of that statute. As the trial judge noted in his Opinion of August 29, 2003, “[T]he Act now defines with specificity the entry restrictions placed upon a landlord. Emergency circumstances are exempted as are situations where a danger is posed to either people or property.”² We conclude that the *Disputed Rental Agreement* (as it is referenced by the trial judge) is not vague, but rather, is an attempt to expand the landlord’s right of entry beyond that granted by the General

¹ *MHC Financing v. Brady, et al.*, 2003 Del. Super. LEXIS 309 (Del. Super. Ct. Aug. 29, 2003).

² *Id.* at *19.

Assembly in 25 *Del. C. § 7001 et. seq.* On that basis, we affirm the trial judge's conclusion that the *Disputed Rental Agreement* violates the Act and the Consent Decree of April 30, 2002.

NOW, THEREFORE, IT IS ORDERED that the judgment of the Superior Court is AFFIRMED.

/s/ Myron T. Steele
Justice