

# **OFFICE OF THE MANUFACTURED HOUSING OMBUDSPERSON**

**Delaware Department of Justice  
102 W. Water St.  
Dover, DE 19904**

## **REQUEST FOR MEDIATION AND AGREEMENT TO MEDIATE**

The undersigned parties hereby request that the Office of the Manufactured Housing Ombudsperson provide mediation services to assist the parties in reaching a negotiated agreement to resolve a disputed rent increase subject to the Rent Justification Act, 25 *Del. C.* §§ 7050-7056, or some other dispute between the parties. The dispute in question involves the following parties:

Manufactured Home Community: \_\_\_\_\_

### **COMMUNITY OWNER INFORMATION:**

Community Owner: \_\_\_\_\_

Contact Person (if Community Owner is not a person): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

### **COMMUNITY OWNER ATTORNEY INFORMATION:**

Community Owner Attorney: \_\_\_\_\_

Law Firm \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**HOME OWNER / HOME OWNER ASSOCIATION (“HOA”) INFORMATION:**

Home Owner / HOA: \_\_\_\_\_

Contact Person (if HOA): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**HOME OWNER / HOA ATTORNEY INFORMATION:**

Home Owner / HOA Attorney: \_\_\_\_\_

Law Firm \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**The following additional information is required to process this request for mediation if the matter is a Rent Justification Dispute. If this matter involves multiple rent increases, please list the dates for the earliest and latest rent increases included:**

Date that rent increase notice was mailed: \_\_\_\_\_

Date that rent increase is scheduled to take effect: \_\_\_\_\_

Date of “Final Meeting” (meeting required by 25 *Del. C.* § 7053(b)): \_\_\_\_\_

**AGREEMENT BY THE PARTIES TO STAY ONGOING PROCEEDINGS FOR RENT JUSTIFICATION DISPUTES:**

**Please Check One If this Matter is a Rent Justification Dispute:**

\_\_\_ A petition for arbitration has been filed with the Delaware Manufactured Home Relocation Authority (“DEMHRA”) in this matter. It has been assigned Docket Number \_\_\_\_\_ by DEMHRA. By their signatures at the conclusion of this document, the parties agree to stay (i.e., delay) the arbitration in this matter until either (1) one or both parties inform the Mediator that the parties will be unable to reach an agreement through mediation (2) the Mediator informs the parties that the Mediator believes that the parties will be unable to reach an agreement through mediation. If they have not already done so, the parties will request that the arbitrator stay the arbitration through the conclusion of mediation. If the parties reach an agreement in mediation, the parties shall jointly request that the arbitrator dismiss the arbitration.

\_\_\_ A petition for arbitration has NOT been filed with DEMHRA. By their signatures at the conclusion of this document, the parties agree to “extend or continue” the Final Meeting until five business days after the conclusion of the mediation and to inform DEMHRA of this extension as required by 25 *Del. C.* § 7053(d)(2). The parties further agree that this Agreement shall constitute a “written document containing a specific date” as described in 25 *Del. C.* § 7053(d)(1). The mediation shall be deemed concluded when (1) one or both parties inform the Mediator that the parties will be unable to reach an agreement through mediation, (2) the Mediator informs the parties that the Mediator believes that the parties will be unable to reach an agreement through mediation, or (3) the parties reach an agreement to resolve the matter and that agreement is signed by all parties. Upon the occurrence of one of these events, the Mediator will promptly inform DEMHRA: (1) the date that the mediation concluded and that (2) the Final meeting shall be deemed concluded five business days after the date that the mediation concluded.

**IF THIS MATTER IS NOT A RENT JUSTIFICATION DISPUTE, PLEASE BRIEFLY DESCRIBE THE NATURE OF THE DISPUTE (ADD ADDITIONAL PAGES IF NEEDED:**

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### **MEDIATION AGREEMENT:**

This is an agreement by the parties to participate in this mediation process. I understand that mediation is a voluntary and confidential process, which we may terminate at any time.

**By signing this agreement, I indicate I am aware that information shared in the mediation sessions and all materials prepared for mediation are confidential. I will not try to force the mediator to produce documents or to give evidence relating to any mediation session in any court or administrative proceeding. I understand the mediator will not disclose confidential information provided during the course of the mediation or testify voluntarily on behalf of any party.** I understand the mediator may find it helpful to meet with each party separately, but the mediator will not reveal what is said by either of us, without permission.

\_\_\_\_\_ Initial here if you request the Ombudsperson to refer mediation to the Court of Common Pleas Community Mediation Program.

The Mediator will contact the parties to set a date, time and place for the mediation session. The parties agree to make all reasonable efforts to ensure that the mediation occurs within 30 days of the assignment of a mediator.

The Mediator may request that the parties submit confidential pre-mediation statements to the mediator. Such statements shall include (a) a brief summary of the legal and factual issues involved in the case, (b) a description of the party's strongest and weakest points in its case, (c) the status of any prior settlement negotiations, (d) a settlement proposal that the party would be willing to make to resolve the matter, (e) any key documents that are necessary for the mediator to fully understand the case, and (f) any other information requested by the mediator. The mediation statements shall not be disclosed to the opposing party, and no information therein, including the settlement proposal, shall be shared by the Mediator without the express permission of the party that provided the information.

The parties further agree to the following:

1. No one other than the parties, their attorneys, and the Mediator may attend mediation without permission of all parties and the consent of the Mediator. For parties that are not individuals (e.g., HOAs, corporations, or other entities), the parties may be represented by a reasonable number of representatives (e.g., by a negotiating committee or an executive board).
2. Representatives of HOAs, corporations, or other entities must be duly authorized by their respective entities to mediate and to make agreements before the mediation can commence.
3. The Mediator will not serve as the representative or lawyer for any party. The parties were encouraged to consult with a lawyer prior to signing any agreement.
4. Any party including the Mediator may withdraw from or terminate the mediation at any time.
5. The Mediator cannot and will not impose an agreement or penalty. Only the parties can reach a resolution, and the parties agree to abide by the terms conditions of the agreement.

6. If we settle the dispute, the Mediator will work with the parties to put the agreement in writing and when signed, the agreement shall reflect the wishes of each party in resolving the dispute. The parties intend for the agreement to be a contract between the parties instead of submitting the dispute to the court process. If a party violates the agreement, either party may seek a remedy through the courts.

7. The Mediator will report to, or note for, the Office of the Ombudsperson (1) the date that the mediation occurred; (2) whether the mediation was successful; (3) whether the underlying dispute was Rent Justification Dispute, and (4) for successfully mediated Rent Justification Disputes, the length of the negotiated agreement (i.e., the number of years that the agreement will cover or the length of the negotiated lease to which the parties agreed).

8. By signature below, the undersigned represent that they are authorized by their respective parties to enter into this Agreement to Mediate.

**Other Agreements by the Parties:**

\_\_\_\_\_  
Homeowner/HOA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Community Owner

\_\_\_\_\_  
Date

This form may be submitted:

by email to [manufactured.housing@delaware.gov](mailto:manufactured.housing@delaware.gov) (preferred method). Please put “Mediation Request” in the subject of the email

by fax to 302-577-6499 with attention to Kathleen Cook

by mail to     Delaware Department of Justice  
                    Office of the Manufactured Housing Ombudsperson  
                    820 N. French St., 5<sup>th</sup> Floor  
                    Wilmington, DE 19801  
  
                    attn: Kathleen Cook