

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

THE BOAVIDA GROUP, LP; THE BOAVIDA
GROUP GP, LLC; BOAVIDA COMMUNITIES,
LLC; and WILLOW TERRACE MHP LLC,

Defendants.

CIVIL ACTION NO. 2584CV02493



COMPLAINT

Plaintiff, the Commonwealth of Massachusetts, by its Attorney General, Andrea Joy Campbell, brings this action against Defendants The BoaVida Group, LP, The BoaVida Group GP, LLC, BoaVida Communities, LLC, and Willow Terrace MHP LLC (collectively, "Defendants"), pursuant to the Massachusetts Consumer Protection Act, G.L. c. 93A, § 2, and alleges as follows:

INTRODUCTION

1. Manufactured housing communities are a critical source of affordable housing in the Commonwealth and are home "to many elderly persons and families of low and moderate income, who are often lacking in resources and deserving of legal protection." *Greenfield Country Ests. Tenants Ass'n, Inc. v. Deep*, 423 Mass. 81, 83 (1996) (citations omitted). Recognizing the need to codify such protections, the Legislature enacted the Manufactured Housing Act, G.L. c. 140, §§ 32A-32S (the "Act"), and the Attorney General promulgated the Manufactured Housing Community Regulations, 940 CMR 10.00, *et seq.* (the "Regulations").

The Act and Regulations “prioritize[] maintaining manufactured housing communities as affordable housing options by protecting residents from unfair practices or arbitrary distribution of operating costs.” *Blake v. Hometown Am. Communities, Inc.*, 486 Mass. 268, 273-74 (2020).

2. Residents in manufactured housing communities generally own their homes and rent the lots on which their homes sit from the community owner. Manufactured homes, sometimes called mobile homes, are often not truly mobile, so the law seeks “to ensure that tenants of such communities are not left at the peril of their landlords due to a practical inability to relocate a manufactured housing unit.” *Greenfield Country Ests. Tenants Ass’n*, 423 Mass. at 86.

3. To that end, the law requires “relatively uniform, stable, long-term lease and community cost-sharing arrangements.” *Blake*, 486 Mass. at 269. Specifically, the Regulations state that owners must offer residents five-year leases whenever they increase rent or otherwise change the terms of a tenancy, including a tenancy-at-will, G.L. c. 140, § 32P; 940 CMR 10.03(4) and (5), and the Act prohibits charging non-uniform rent to similarly situated tenants, G.L. c. 140, § 32L(2); *Blake*, 486 Mass. at 273-74.

4. The five-year lease requirement, added to the Act in 1993, reflects the Legislature’s acknowledgment that residents of manufactured housing communities are uniquely vulnerable to instability because they cannot readily relocate their homes in response to rising rents or changing lease terms. Unlike tenants in traditional rental housing, manufactured housing residents face significant financial and logistical barriers to moving. By requiring community owners to offer five-year leases, the Legislature sought to mitigate this imbalance and promote “uniformity and stability” in these communities. *Blake*, 486 Mass. at 277.

5. Defendants own and manage Willow Terrace Mobile Home Park, a manufactured housing community located at 1 Willow Terrace in Taunton, MA (“Willow Terrace” or the

“community”). Willow Terrace is home to over 70 residents, all of whom own their homes and rent their lots from Defendants.

6. When Defendants purchased the community in November 2022, no resident of Willow Terrace had an existing written lease. At that time, every resident paid rent of \$302 per month. Since purchasing the community, Defendants raised rents every January—in 2023 by \$83 per month, and in both 2024 and 2025 by \$75 per month—without ever offering residents a five-year lease, in violation of § 32P of the Act.

7. Defendants also introduced non-uniform rents into the community by charging certain residents higher rent than others, largely based on the residents’ time of entry into the community, in violation of § 32L(2) of the Act.

8. On March 4, 2025, after tenants reported these violations to the Massachusetts Attorney General’s Office (“AGO”), the AGO sent a letter to Defendants’ counsel explaining that Defendants’ practices violated the law and demanding remedial action.

9. In response, Defendants informed the AGO that they would refund rent charged over \$302 per month and revert rent to \$302 effective May 1, 2025; however, Defendants then terminated residents’ tenancies and issued leases on June 22, 2025, with an exorbitant rent increase to \$703 per month effective October 1, 2025,¹ in a transparent effort to quickly recoup the rent Defendants unlawfully obtained from residents between January 2023 and April 2025. This represents a staggering 133% increase over the current rent of \$302 per month—the only rent amount that Defendants have ever lawfully been able to collect.

¹ The lease was originally effective August 1, 2025, but during negotiations with the AGO, Defendants extended the effective date to October 1, 2025, via separate communications to residents.

10. Defendants' conduct has caused rents to become unstable and unpredictable, threatening the continued affordability of the community and undermining the protective purpose of the Act. If Defendants had complied with the law and offered five-year leases when they first increased rent in January 2023, residents' rent schedules would have been set through January 2028.

11. Having deprived residents of their statutory right to a five-year lease, Defendants should not now be permitted to increase rents before at least January 2028, when the law would first allow them to offer a new rent schedule.

12. Defendants' effort to recoup unlawfully obtained rent through such a drastic rent increase in October 2025 is fundamentally unfair and deceptive, in violation of G.L. c. 93A, § 2.

13. The rent increase, imposed within less than six months of the residents' complaints and the AGO's assertion of the residents' rights, is also retaliatory under 940 CMR 10.08(4)(a), G.L. c. 186, § 18, and G.L. c. 140, § 32N.

14. The Commonwealth seeks injunctive relief, restitution, penalties, costs, and attorney's fees.

PARTIES

15. The Plaintiff is the Commonwealth of Massachusetts, represented by Attorney General Andrea Joy Campbell, who brings this action in the public interest.

16. Defendant The BoaVida Group, LP is a Delaware limited partnership with a principal place of business at 1910 Terracina Drive in Sacramento, California 95834. Upon information and belief, The BoaVida Group, LP, either directly and/or indirectly through its agents, employees, subsidiaries and/or related companies, including without limitation The BoaVida

Group GP, LLC, Willow Terrace MHP LLC, and BoaVida Communities, LLC, engaged in the purchase and ongoing management of Willow Terrace.

17. Defendant The BoaVida Group GP, LLC is a Delaware limited liability company with a principal place of business at 1910 Terracina Drive in Sacramento, California 95834. Upon information and belief, The BoaVida Group GP, LLC, either directly and/or indirectly through its agents, employees, subsidiaries and/or related companies, including without limitation The BoaVida Group, LP, Willow Terrace MHP LLC, and BoaVida Communities, LLC, engaged in the purchase and ongoing management of Willow Terrace.

18. Defendant Willow Terrace MHP LLC is a Delaware limited liability company with a principal place of business at 1910 Terracina Drive in Sacramento, California 95834. Willow Terrace MHP LLC owns the real property known as Willow Terrace.

19. Defendant BoaVida Communities, LLC is a California limited liability company with a principal place of business at 1910 Terracina Drive in Sacramento, California 95834. BoaVida Communities, LLC acts as the property manager for Willow Terrace.

JURISDICTION AND VENUE

20. The Attorney General is authorized to bring this action pursuant to G.L. c. 12, § 10, and G.L. c. 93A, § 4.

21. This Court has jurisdiction over the subject matter of this action pursuant to G.L. c. 12, § 10, and G.L. c. 93A, § 4, and personal jurisdiction over Defendants pursuant to G.L. c. 223A, §§ 2 and 3.

22. Venue is proper to Suffolk County pursuant to G.L. c. 93A, § 4 and G.L. c. 223, § 5.

FACTS

23. In November 2022, Defendant Willow Terrace MHP LLC purchased Willow Terrace.

24. Upon information and belief, The BoaVida Group, LP and/or The BoaVida Group GP, LLC, organized Willow Terrace MHP LLC for the purpose of purchasing Willow Terrace.

25. Defendants collectively own, maintain, control, manage, and operate Willow Terrace.

26. Willow Terrace contains 74 manufactured housing lots.

27. At least 73 of the lots currently support a manufactured home.

28. At least 72 of the lots are currently occupied by residents.

29. When Defendants purchased the community in November 2022, Defendants also purchased two homes in the community that were occupied by renters (the "Former Renters").

30. In November 2022, all other residents owned their homes ("Existing Residents").

31. Defendants sold the Former Renters' two homes to the Former Renters sometime between November 2022 and January 2023.

32. As a result, all residents in Willow Terrace now own their homes and rent their lots from Defendants.

33. From November 2022 to present, Defendants charged all residents rent for use of their lots.

I. Defendants Increased Rent Without Offering Five-Year Leases.

34. In November 2022, none of the Existing Residents had a written lease.

35. Since November 2022, Defendants have raised Existing Residents' rents three times.

36. Upon information and belief, Defendants sent Existing Residents a letter in late 2022 stating that rents would increase by \$83 per month, effective January 1, 2023. Defendants did not offer a five-year lease as required by law.

37. Effective January 1, 2023, Defendants increased rents for Existing Residents by \$83 per month, from \$302 to \$385 per month.

38. On or around October 11, 2023, Defendants sent all Existing Residents another letter stating that rents would increase by \$75 per month, effective January 1, 2024. Defendants again did not offer a five-year lease as required by law.

39. Effective January 1, 2024, Defendants increased rents for Existing Residents by \$75 per month, from \$385 to \$460 per month.

40. Upon information and belief, on or around October 24, 2024, Defendants sent another letter to Existing Residents stating rent would increase again by \$75, effective January 1, 2025 (the "October 2024 letter"). Defendants again did not offer a five-year lease as required by law.

41. In the October 2024 letter, Defendants stated that they were increasing rent "per the terms and conditions of your Rental Agreement[s]."

42. The Existing Residents did not have "Rental Agreements" at the time Defendants sent the October 2024 letter.

43. Effective January 1, 2025, Defendants increased rents for Existing Residents by \$75 per month, from \$460 to \$535 per month.

44. Upon information and belief, from January 1, 2023, through April 2025, the Existing Residents paid the increased rental rates.

45. Defendants' practice of increasing rent annually by \$75-\$83 per month without offering a five-year lease violated § 32P of the Act and deprived residents of the rent stability the Act seeks to ensure.

46. Defendants knew or should have known that this practice was unlawful.

II. Defendants Charged Residents Non-Uniform Rents for Similar Lots and Services.

a. Three Residents Who Purchased Their Homes in 2022 and 2023

47. Between November 2022 and January 2023, Defendants sold the Former Renters' two homes to the Former Renters.

48. Around July 2023, another home in the community was sold to a new resident (the "July 2023 New Resident").

49. At all relevant times, Defendants provided the Former Renters and the July 2023 New Resident the same services that they provided Existing Residents.

50. At all relevant times, the Former Renters and the July 2023 New Resident rented lots that were substantially similar to the Existing Residents' lots in the community.

51. From January 2023 through December 2024, Defendants charged the Former Renters and the July 2023 New Resident higher rent than Existing Residents.

52. However, at all relevant times, Defendants did not charge the Former Renters and the July 2023 New Resident the same rent amount as each other.

53. Specifically, throughout 2023, Defendants charged the following rent per month:

- a. Former Renters: \$685
- b. July 2023 New Resident: \$475 (for August 2023 through December 2023)
- c. Existing Residents: \$385

54. Throughout 2024, Defendants charged the following rent per month:

- a. Former Renters: \$525
- b. July 2023 New Resident: \$550
- c. Existing Residents: \$460

55. Defendants charged the Former Renters and the July 2023 New Resident higher rents than Existing Residents because they purchased their homes in the community after the Existing Residents.

56. Upon information and belief, on or around October 24, 2024, Defendants sent the October 2024 letter regarding the January 2025 rent increase to the July 2023 New Resident and the Former Renters.

57. Beginning on January 1, 2025, through April 1, 2025, Defendants charged the Former Renters and the July 2023 New Resident the same amount of rent as almost all other residents: \$535 per month.

58. Each time Defendants increased or changed the Former Renters' and the July 2023 New Resident's rent, Defendants did not offer them a five-year lease.

b. *Fourth Resident Who Purchased Their Home in 2024*

59. Sometime in 2024, a home in the community was sold to another new resident (the "2024 New Resident").

60. From January 1, 2025, to April 1, 2025, Defendants charged the 2024 New Resident \$460 per month in rent. However, from January 1, 2025, to at least April 30, 2025, Defendants charged all other residents \$535 per month in rent.

61. Defendants provided the 2024 New Resident the same services as all other residents.

62. The 2024 New Resident's lot is substantially similar to other residents' lots.

63. Defendants' practice of charging residents non-uniform rents based solely on their time of entry into the community violated § 32L(2) of the Act.

64. By imposing non-uniform rent amounts on residents who occupy similar lots and receive comparable services, Defendants' actions threatened the uniformity and stability that the law seeks to protect.

65. Defendants knew or should have known that this practice was unlawful.

III. Defendants Retaliated Against Residents for Reporting These Violations of Law to the AGO by Terminating Their Tenancies-At-Will and Noticing Exorbitant Rent Increases

66. In late 2023 and 2024, residents of Willow Terrace filed complaints with the AGO regarding Defendants' practices of increasing rent annually and charging non-uniform rents.

67. On March 4, 2025, the AGO sent a letter to Defendants' counsel explaining the nature of the complaints and that Defendants' practices of increasing rent without offering five-year leases and charging residents non-uniform rents violated the Act and Regulations.

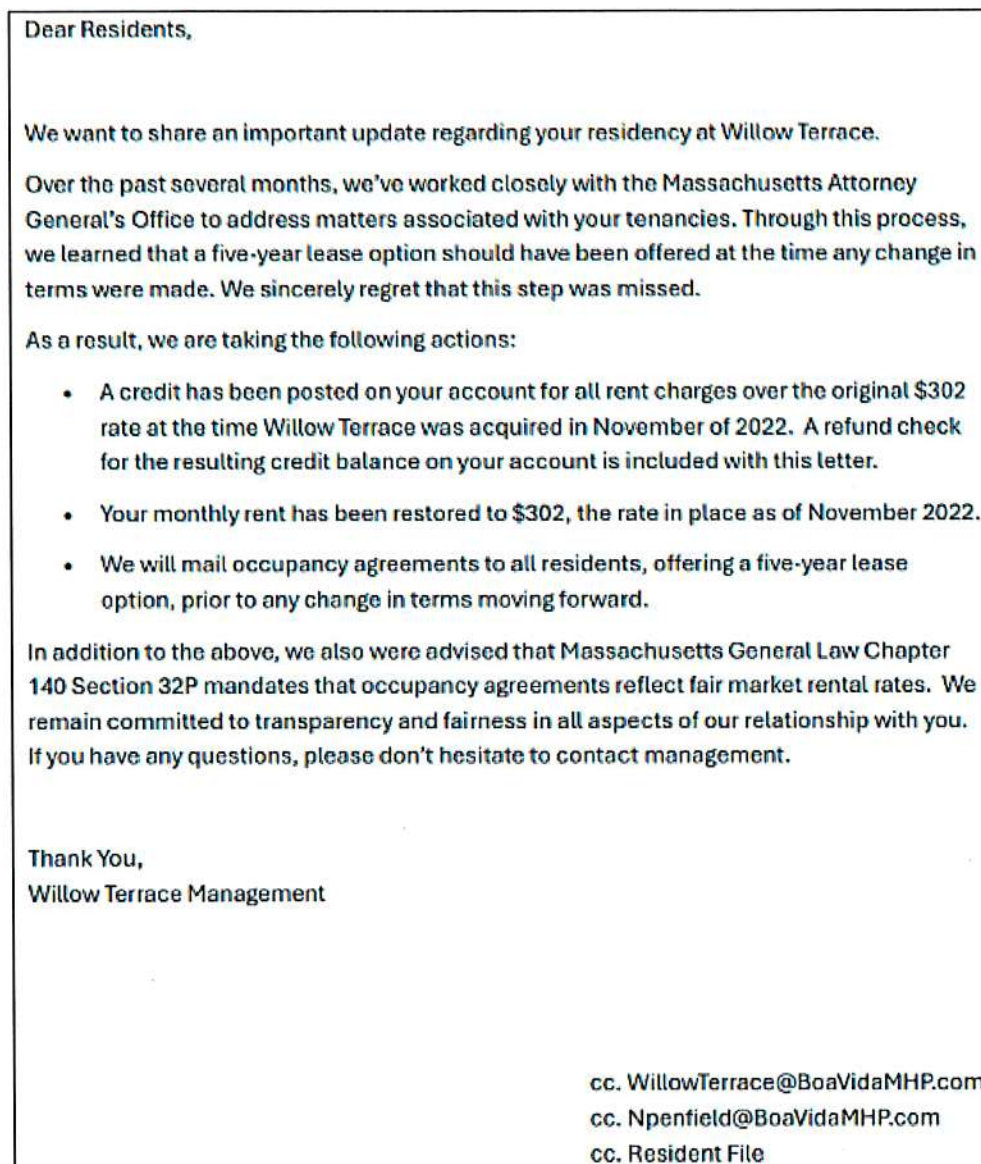
68. On April 30, 2025, Defendants' counsel stated to the AGO that Defendants would agree to return rent charged over \$302 per month but intended to imminently send residents leases with notice of an increase of rent to \$700 or more per month.

69. On May 9, 2025, the AGO emailed Defendants' counsel explaining the Attorney General's position that Defendants' intended rent increase would be unlawful because it would run afoul of G.L. c. 186, § 18 and G.L. c. 140, § 32N, which prohibit retaliation against tenants for reporting violations of the Act and Regulations to the AGO.

70. Notwithstanding the AGO's May 9, 2025, email, on or around May 26, 2025, Defendants sent a letter to each resident of Willow Terrace (the "May 26 letter") stating that

Defendants were refunding rent charged over \$302 per month and claiming that Defendants were “mandate[d]” to charge fair market rental rates in the forthcoming leases.

71. The following image is an accurate representation of the May 26 letter:



72. The May 26 letter claimed that Defendants had “worked closely with the Massachusetts Attorney General’s Office to address matters associated with your tenancies” and that Defendants “also were advised that Massachusetts General Law Chapter 140 Section 32P mandates that occupancy agreements reflect fair market rentals rates.”

73. The May 26 letter was deceptive. It could induce residents to accept a rent increase that they otherwise would not because it was calculated to lead residents to believe that Defendants were legally required, per advice from the AGO, to vastly and abruptly increase rent.

74. Defendants were not legally required to raise rent to over \$700 per month, and were in fact prohibited from doing so where, as explained here, such increase would be unlawful because it is both unfair and retaliatory.

75. On June 13, 2025, the AGO emailed Defendants' counsel explaining that the May 26 letter was deceptive because it falsely stated the law mandates that Defendants *must* increase rent.

76. On June 18, 2025, the AGO followed up with Defendants' counsel for a response to the June 13, 2025, email, which counsel did not provide.

77. On or around June 22, 2025, Defendants sent all residents a letter notifying them that their tenancies were terminated effective July 31, 2025.

78. Defendants enclosed in the June 22, 2025, letter an offer of a five-year lease for all residents.

79. The new lease offer required a monthly rent of \$703 effective August 1, 2025, and mandated annual rent increases of at least 5.5%.

80. Upon information and belief, on or around July 18, 2025, and on or around August 22, 2025, Defendants communicated to residents that the effective date of the lease was extended to September 1, 2025, and October 1, 2025, respectively.

81. Upon information and belief, on or around July 16, 2025, Defendants' property manager falsely stated to residents that the AGO approved or otherwise sanctioned a monthly rental amount of \$703.

CAUSES OF ACTION

COUNT I

Violations of G.L. c. 93A, § 2: Unfairness Increasing Rent Less Than Five Years After Failing to Offer Five-Year Leases

82. The Commonwealth realleges and incorporates the preceding paragraphs.

83. Defendants' rent increase to \$703 effective October 1, 2025, is unfair in violation of G.L. c. 93A, § 2.

84. If Defendants had complied with G.L. c. 140, § 32P and 940 CMR 10.03(4) and (5) by offering a five-year lease in connection with the first rent increase in January 2023, residents of Willow Terrace would have known their rent obligations through at least January 2028.

85. Defendants' failure to offer a five-year lease deprived residents of their right to the stable rent structure that the Act seeks to ensure.

86. Residents are entitled to be restored to the same position they would have been in if Defendants offered a five-year lease in January 2023, which would have entailed knowing rental obligations until at least January 2028.

87. Because Defendants first changed the terms of the residents' tenancies by increasing rent effective January 1, 2023, residents were entitled to five years of a stable rent arrangement at that time. Where Defendants failed to offer a five-year lease in accordance with § 32P of the Act, Defendants should not now be rewarded for their failure to observe Massachusetts law by charging vastly higher rents at the residents' expense. Accordingly, increasing rent at any time before January 1, 2028, is fundamentally unfair.

88. Defendants knew or should have known that each of the acts or practices described above violated G.L. c. 93A, § 2.

COUNT II

Violations of G.L. c. 93A, § 2: Retaliatory Rent Increases, 940 CMR 10.08(4)(a)

89. The Commonwealth realleges and incorporates the preceding paragraphs.

90. Defendants' notice of termination of residents' tenancies on or around June 22, 2025, violates 940 CMR 10.08(4)(a), which provides that:

An operator shall not terminate a tenancy or refuse to renew a tenancy because a resident has reported to any governmental authority a violation or suspected violation by the operator of any law, regulation, or ordinance, including without limitation any provision of any building or health code, M.G.L. c. 140, §§ 32A through 32S or 940 CMR 10.00, or filed suit alleging such violation(s).

91. Defendants terminated residents' tenancies and imposed a rent increase to \$703 per month effective October 1, 2025, as a result of the residents exercising their protected right to report violations of law to the AGO.

92. Under 940 CMR 10.02(2) and (3), each violation of 940 CMR 10.08(4)(a) described above is a *per se* violation of G.L. c. 93A, § 2.

93. Defendants knew or should have known that each of the acts or practices described above violated G.L. c. 93A, § 2.

COUNT III

Violations of G.L. c. 93A, § 2: Retaliatory Rent Increases, G.L. c. 186, § 18

94. The Commonwealth realleges and incorporates the preceding paragraphs.

95. Defendants' rent increase to \$703 per month effective October 1, 2025, violates G.L. c. 186, § 18.

96. Defendants imposed this rent increase as a result of residents exercising their protected right to report violations of law to the AGO and the AGO's subsequent engagement

with Defendants to enforce the residents' legal rights, which was ongoing from March 4, 2025, through at least June 18, 2025.

97. G.L. c. 186, § 18 provides a presumption of retaliation where, as here, Defendants notified residents of the rent increase within six months of the residents reporting violations to the AGO and the AGO relaying those complaints and violations to Defendants.

98. Defendants cannot rebut this presumption because they cannot establish that the act of notifying residents of a rent increase from \$302 per month to \$703 per month on June 22, 2025, would have happened "in the same manner and at the same time the action was taken, regardless of tenants engaging in . . . activities protected under [G.L. c. 186, § 18]."

99. Defendants had an established pattern of only increasing rent in January of each calendar year.

100. Further, suddenly increasing residents' rents to more than double the prior amount is highly unusual conduct. When such unusual conduct occurs shortly after residents raise complaints, it appears retaliatory.

101. Under 940 CMR 10.03(3) and 940 CMR 3.17(6)(b), each violation of G.L. c. 186, § 18 described above is a *per se* violation of G.L. c. 93A, § 2.

102. Defendants knew or should have known that each of the acts or practices described above violated G.L. c. 93A, § 2.

COUNT IV

Violations of G.L. c. 93A, § 2: Retaliatory Rent Increases, G.L. c. 140, § 32N

103. The Commonwealth realleges and incorporates the preceding paragraphs.

104. Defendants' rent increase to \$703 per month effective October 1, 2025, violates G.L. c. 140, § 32N. Section 32N provides that:

Any manufactured housing community licensee or his agent who threatens to or takes reprisals against any manufactured housing community resident or group of residents for reporting a violation or suspected violation of section thirty-two L . . . [to] the department of the attorney general or any other appropriate government agency, shall be liable for damages[.]

105. Defendants imposed a rent increase to \$703 as a result of the residents' exercising their protected right to report violations of G.L. c 140, § 32L(2) to the AGO, and the AGO's subsequent engagement with Defendants to enforce the residents' legal rights.

106. Defendants had an established pattern of only increasing rent in January of each calendar year.

107. Further, suddenly increasing residents' rents to more than double the prior amount is highly unusual conduct. When such unusual conduct occurs shortly after residents raise complaints, it appears retaliatory.

108. Under 940 CMR 10.02(2) and (3), each violation of G.L. c. 140, § 32N described above is a *per se* violation of G.L. c. 93A, § 2.

109. Defendants knew or should have known that each of the acts or practices described above violated G.L. c. 93A, § 2.

COUNT V

Violations of G.L. c. 93A, § 2: Deceptive Statements

110. The Commonwealth realleges and incorporates the preceding paragraphs.

111. Defendants' May 26 letter to residents falsely implied that Defendants were legally required to charge the impending rent increase of \$703 per month, even though such an increase would be unlawful because it is retaliatory and unfair.

112. Defendants' property manager has falsely stated to residents that the AGO approved the monthly rental amount of \$703.

113. The May 26 letter and Defendants' other statements had a tendency to deceive residents and may reasonably have caused residents to accept the new leases and the 133% rent increase Defendants subsequently offered on June 22, 2025, when they otherwise might not have done so but for the Defendants' deceptive conduct.

114. Defendants knew or should have known that each of the acts or practices described above violated G.L. c. 93A, § 2.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth requests the Court grant the following relief after trial on the merits and pursuant to G.L. c. 93A, § 4:

- i. Issue a permanent injunction enjoining Defendants from engaging in conduct that violates G.L. c. 93A, § 2, G.L. c. 140, §§ 32A-32S, 940 CMR 10.00, and G.L. c. 186, § 18;
- ii. Enter such orders or judgments as may be necessary to restore to any person who has suffered any ascertainable loss by reason of the use or employment of unfair or deceptive acts or practices, any moneys or property which may have been acquired by such acts and practices;
- iii. Order Defendants to pay the Commonwealth civil penalties as well as the reasonable costs of investigation and litigation of this matter, including reasonable attorneys' fees;
- iv. Order Defendants to pay residents in the amount of their actual costs and damages; and
- v. Grant any and all other relief deemed equitable and just by the Court.

Respectfully Submitted,

COMMONWEALTH OF MASSACHUSETTS

ANDREA JOY CAMPBELL,
ATTORNEY GENERAL



Ellen J. Peterson (BBO #710158)
Jessica Rahmoune (BBO #713569)
Mathias Fressilli (BBO #709176)
Michael N. Turi (BBO #706205)
Assistant Attorneys General
Consumer Protection Division
One Ashburton Place
Boston, MA 02108
Ellen.Peterson@mass.gov
(617) 963-2784
Date: September 9, 2025