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HOUSE BILL NO. 1085

Offered January 13, 2010

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A *BILL to amend and reenact §§ 55-248.42, 55-248.42:1, 55-248.43, 55-248.44, 55-248.45, 55-248.46, 55-248.47, 55-248.50:2, and 55-248.51 of the Code of Virginia, relating to the Manufactured Home Lot Rental Act.*

Patron—Crockett-Stark

Referred to Committee on General Laws

Be it enacted by the General Assembly of Virginia:

1. That §§ 55-248.42, 55-248.42:1, 55-248.43, 55-248.44, 55-248.45, 55-248.46, 55-248.47, 55-248.50:2, and 55-248.51 of the Code of Virginia are amended and reenacted as follows:

§ 55-248.42. Written agreement required.

A. All terms governing the rental and occupancy of a manufactured home lot shall be contained in a written agreement which shall be dated and signed by all parties thereto prior to commencement of tenancy. A copy of the signed and dated written agreement and a copy of the Manufactured Home Lot Rental Act (§ 55-248.41 et seq.) or a clear and simple description of the obligations of landlords and tenants under the Manufactured Home Lot Rental Act shall be given by the landlord to the tenant within seven days after the tenant signs all parties have signed the written agreement. A copy of this chapter, including the full text of those sections of the Virginia Residential Landlord and Tenant Act (§ 55-248.2 et seq.) referenced in § 55-248.48, shall be posted in the manufactured home park. The written agreement shall not contain any provisions contrary to the provisions of this chapter and shall not contain a provision prohibiting the tenant from selling his manufactured home. A notice of any change by a landlord in any terms or provisions of the rental agreement shall constitute a notice to vacate the premises, and such notice shall be given in accordance with the terms of the rental agreement or as otherwise required by law. The agreement shall not provide that the tenant pay any recurring charges except fixed rent, utility charges or reasonable incidental charges for services or facilities supplied by the landlord.

B. In the event any party has a secured interest in the manufactured home, the written agreement or rental application shall contain the tenant shall provide written notice thereof to the landlord, which notice shall contain the name and address of any such party as well as the name and address of the dealer from whom the manufactured home was purchased. In addition, the written agreement shall require the tenant to notify the landlord within ten days of any new security interest, change of existing security interest, or settlement of security interest.

§ 55-248.42:1. Term of rental agreement; renewal; security deposits.

A. A park owner shall offer all current and prospective year-round residents a rental agreement with a rental period of not less than one year. Such offer shall contain the same terms and conditions as are offered with shorter term leases, except that rental discounts may be offered by a park owner to residents who enter into a rental agreement for a period of not less than one year.

B. Upon the expiration of a rental agreement, such agreement shall be automatically renewed for a term of ~~one year~~ 30 days with the same terms unless the park operator provides written notice to the tenant of any change in the terms of the agreement at least ~~sixty~~ 30 days prior to the termination date. In the event of an automatic renewal of a rental agreement involving a year-round resident, the security deposit initially furnished by the tenant shall not be increased by the park owner nor shall an additional security deposit be required.

C. Except as limited by subsection B of this section, the provisions of § 55-248.15:1 shall govern the terms and conditions of security deposits for rental agreements under this chapter.

§ 55-248.43. Landlord's obligations.

The landlord shall:

1. Comply with applicable laws governing health, zoning, safety and other matters pertaining to manufactured home parks;

2. Make all repairs and do whatever is necessary to put and keep the manufactured home park in a fit and habitable condition, including, but not limited to, maintaining in a clean and safe condition all facilities and common areas provided by him for the use of tenants of two or more manufactured home lots;

3. Maintain in good and working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances supplied or required to be supplied by

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59 him;

60 4. Provide and maintain appropriate receptacles as a manufactured home park facility, except when
61 door to door garbage and waste pickup is available within the manufactured home park for the
62 collection and storage of garbage and other waste incidental to the occupancy of the manufactured home
63 park, and arrange for the removal of same. *A landlord may require the regular and prompt collection,*
64 *storage, and removal of garbage and other waste by the tenant, provided such requirement is stated in*
65 *the written agreement; and*

66 5. Provide reasonable access to electric, water and sewage disposal connections for each
67 manufactured home lot. In the event of a planned disruption by the landlord in electric, water or sewage
68 disposal services, the landlord shall give written notice to tenants no less than forty-eight hours prior to
69 the planned disruption in service.

70 § 55-248.44. Tenant's obligations.

71 In addition to the provisions of the rental agreement, the tenant shall:

72 1. Comply with applicable laws affecting manufactured home owners and lessors;

73 2. Keep and maintain the exterior of his manufactured home and his manufactured home lot as clean
74 and safe as conditions permit;

75 3. Place all garbage and other waste in the appropriate receptacles, which shall be provided by the
76 tenant ~~when door to door garbage and waste pickup is provided;~~

77 4. Use in a reasonable and orderly manner all facilities and appliances in the manufactured home
78 park, and require other persons on the premises with his consent to do so;

79 5. Conduct himself and require other persons on the premises with his consent to conduct themselves
80 in a manner that will not disturb his neighbors' peaceful enjoyment of the premises;

81 6. Abide by all reasonable rules and regulations imposed by the landlord; and

82 7. In the absence of express written agreement to the contrary, occupy his manufactured home only
83 as a dwelling unit.

84 § 55-248.45. Demands and charges prohibited; access by tenant's invitees; purchases by manufactured
85 home owner not restricted; exception; conditions of occupancy.

86 A. A landlord shall not demand or collect:

87 1. An entrance fee for the privilege of leasing or occupying a manufactured home lot;

88 2. A commission on the sale of a manufactured home located in the manufactured home park unless
89 the tenant expressly employs him to perform a service in connection with such sale but no such
90 employment of the landlord by the tenant shall be a condition or term of the initial sale or rental;

91 3. A fee for improvements or installations on the interior of a manufactured home, unless the tenant
92 expressly employs him to perform a service in connection with such entrance, installation, improvement
93 or sale;

94 4. A fee, charge or other thing of value from any provider of cable television service, cable modem
95 service, satellite master antenna television service, direct broadcast satellite television service,
96 subscription television service or service of any other television programming system in exchange for
97 granting a television service provider mere access to the landlord's tenants or giving the tenants of such
98 landlord mere access to such service. A landlord may enter into a service agreement with a television
99 service provider to provide marketing and other services to the television service provider, designed to
100 facilitate the television service provider's delivery of its services. Under such a service agreement, the
101 television service provider may compensate the landlord for the reasonable value of the services
102 provided, and for the reasonable value of the landlord's property used by the television service provider.

103 No landlord shall demand or accept any such payment from any tenants in exchange therefor unless
104 the landlord is itself the provider of the service. Nor shall any landlord discriminate in rental charges
105 between tenants who receive any such service and those who do not. Nothing contained herein shall
106 prohibit a landlord from requiring that the provider of such service and the tenant bear the entire cost of
107 the installation, operation or removal of the facilities incident thereto, or prohibit a landlord from
108 demanding or accepting reasonable indemnity or security for any damages caused by such installation,
109 operation or removal; or

110 5. An exit fee for moving a manufactured home from a manufactured home park.

111 B. An invitee of the tenant shall have free access to the tenant's manufactured home site without
112 charge ~~or registration.~~

113 C. A manufactured home owner shall not be restricted in his choice of vendors from whom he may
114 purchase his (i) manufactured home, except in connection with the initial leasing or renting of a newly
115 constructed lot not previously leased or rented to any other person, or (ii) goods and services. However,
116 nothing in this chapter shall prohibit a landlord from prescribing reasonable requirements governing, as a
117 condition of occupancy, the style, size ~~or~~, quality, *or age* of the manufactured home, or other structures
118 placed on the manufactured home lot.

119 § 55-248.46. Termination of tenancy.

120 A. Either party may terminate a rental agreement which is for a term of 60 days or more by giving

written notice to the other at least ~~60~~ 30 days prior to the termination date; however, the rental agreement may require a longer period of notice. Notwithstanding the provisions of this section, where a landlord and seller of a manufactured home have in common (i) one or more owners, (ii) immediate family members, or (iii) officers or directors, the rental agreement shall be renewed except for reasons that would justify a termination of the rental agreement or eviction by the landlord as authorized by this chapter. A landlord may not cause the eviction of a tenant by willfully interrupting gas, electricity, water or any other essential service, or by removal of the manufactured home from the manufactured home lot, or by any other willful self-help measure.

B. If the termination is due to rehabilitation or a change in the use of all or any part of a manufactured home park by the landlord, a 180-day written notice is required to terminate a rental agreement. Changes shall include, but not be limited to, conversion to hotel, motel, or other commercial use; planned unit development; rehabilitation; demolition; or sale to a contract purchaser. This 180-day notice requirement shall not be waived; however, a period of less than 180 days may be agreed upon by both the landlord and tenant in a written agreement separate from the rental agreement or lease executed after such notice is given and applicable only to the 180-day notice period.

§ 55-248.47. Sale or lease of manufactured home by owner.

The landlord shall not unreasonably refuse or restrict the sale or rental of a manufactured home located in his manufactured home park by a tenant. The landlord shall not prohibit the manufactured home owner from placing a "for sale" sign on or in his home except that the size, placement, and character of all signs are subject to the rules and regulations of the park. Prior to selling or leasing the manufactured home the tenant shall give notice to the landlord, including, but not limited to, the name of the prospective vendee or lessee if the prospective vendee or lessee intends to occupy the manufactured home in that manufactured home park. ~~The landlord shall have the burden of proving that his refusal or restriction regarding the sale or rental of a manufactured home was reasonable. The refusal or restriction of the sale or rental of a manufactured home based exclusively or predominantly on the age of the home shall be considered unreasonable. Any refusal or restriction because of race, color, religion, national origin, familial status, elderliness, handicap, or sex shall be conclusively presumed to be unreasonable. The landlord shall not be required to offer a rental agreement to any prospective vendee or lessee who intends to occupy the manufactured home; however, the landlord's refusal or restriction shall not be because of race, color, religion, national origin, familial status, elderliness, handicap, or sex. Upon the landlord's refusal to offer a rental agreement to any prospective vendee or lessee, the vendee or lessee shall have 30 days from the date of the purchase or transfer of title within which to remove the manufactured home from the manufactured home park.~~

§ 55-248.50:2. Right to sell home upon eviction.

A resident who has been evicted from a manufactured home park shall have ~~ninety~~ 45 days after judgment has been entered in which to sell the home or remove the home from the park. Such resident shall be responsible for paying the rental amount and for regular maintenance of the home lot during the period between the date of eviction and the sale of the home or the removal of the home from the park. Such right to keep the manufactured home in the park shall be conditioned upon the payment of all rent accrued prior to the date of judgment and prospective monthly rent as it becomes due. During such term, a secured party shall be liable for such charges as provided in § 55-248.44:1. The park shall have a lien on the home to the extent such rental payments are not made. Any sale of the home shall be subject to the rights of any secured party having a security interest in the home, and the lien granted to the park under this section shall be subject to any such security interest.

§ 55-248.51. Penalties for violation of chapter.

If the landlord acts in willful violation of §§ 55-248.43, 55-248.45, 55-248.47 or § 55-248.50 or if the landlord fails to provide a written, dated lease *as provided for in subsection A of § 55-248.42*, the tenant is entitled to recover from the landlord an amount equal to the greater of either the tenant's monthly rental payment at the time of the violation, or actual damages and reasonable attorney's fees.