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HOUSE BILL NO. 1765

Offered January 12, 2011

Prefiled January 11, 2011

A BILL to amend and reenact §§ 55-248.41, 55-248.42, 55-248.42:1, 55-248.43, 55-248.44, 55-248.45, 55-248.47, 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 §§ 55-248.41, 55-248.42, 55-248.42:1, 55-248.43, 55-248.44, 55-248.45, 55-248.47, and 55-248.51 of the Code of Virginia are amended and reenacted as follows:

§ 55-248.41. Definitions.

For the purposes of this chapter, unless expressly stated otherwise the context requires a different meaning:

"Abandoned manufactured home" means a manufactured home occupying a manufactured home lot pursuant to a written agreement under which the tenant has defaulted in rent or if the landlord has the right to terminate the lease pursuant to § 55-248.33;

"Guest" or "invitee" means a person, other than the tenant or person authorized by the landlord to occupy the manufactured home lot, who has the permission of the tenant to visit but not to occupy the manufactured home.

"Landlord" means the manufactured home park owner, lessor or sublessor, or a manager who fails to disclose the name of such owner, lessor or sublessor as provided in § 55-248.12;

"Manufactured home" means a structure, transportable in one or more sections, which in the traveling mode is 8 body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein;

"Manufactured home lot" means a parcel of land within the boundaries of a manufactured home park provided for the placement of a single manufactured home and the exclusive use of its occupants;

"Manufactured home park" means a parcel of land under single or common ownership upon which ten 10 or more manufactured homes are located on a continual, nonrecreational basis together with any structure, equipment, road or facility intended for use incidental to the occupancy of the manufactured homes, but shall not include premises used solely for storage or display of uninhabited manufactured homes, or premises occupied solely by a landowner and members of his family;

"Owner" means one or more persons, jointly or severally, in whom is vested (i) all or part of the legal title to the property; or (ii) all or part of the beneficial ownership and right to present use and enjoyment of the premises, and the term includes a mortgagee in possession;

"Rent" means payments made by the tenant to the landlord for use of a manufactured home lot and other facilities or services provided by the landlord;

"Rental agreement" means any agreement, written or oral, and valid rules and regulations adopted in conformance with § 55-248.17 embodying the terms and conditions concerning the use and occupancy of a manufactured home lot and premises and other facilities or services provided by the landlord; and.

"Tenant" means a person entitled as under a rental agreement to occupy a manufactured home lot to the exclusion of others.

§ 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 the written agreement all parties have signed it. 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 no provisions contrary to the provisions of this chapter and shall not contain a no 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

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59 vacate the premises, and such notice shall be given in accordance with the terms of the rental agreement
60 or as otherwise required by law. The agreement shall not provide that the tenant pay any recurring
61 charges except fixed rent, utility charges or reasonable incidental charges for services or facilities
62 supplied by the landlord.

63 B. ~~In the event any party has a secured interest in the manufactured home,~~ *The written agreement*
64 *or rental application shall contain require the tenant to disclose whether any party has a secured interest*
65 *in the manufactured home and, if so, such disclosure shall include the name and address of any such*
66 *party as well as the name and address of the dealer from whom the manufactured home was purchased.*
67 In addition, the written agreement shall require the tenant to notify the landlord within ~~ten~~ 10 days of
68 any new security interest, change of existing security interest, or settlement of security interest.

69 § 55-248.42:1. Term of rental agreement; renewal; security deposits.

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

75 B. Upon the expiration of a rental agreement, such agreement shall be automatically renewed for a
76 term of ~~one year~~ 60 days with the same terms unless the park operator provides written notice to the
77 tenant of any change in the terms of the agreement at least ~~sixty~~ 60 days prior to the termination date.
78 In the event of an automatic renewal of a rental agreement involving a year-round resident, the security
79 deposit initially furnished by the tenant shall not be increased by the park owner nor shall an additional
80 security deposit be required.

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

83 § 55-248.43. Landlord's obligations.

84 A. The landlord shall:

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

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

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

94 4. Provide and maintain appropriate receptacles as a manufactured home park facility; ~~except when~~
95 ~~door to door garbage and waste pickup is available within the manufactured home park for the~~
96 ~~collection and storage of garbage and other waste incidental to the occupancy of the manufactured home~~
97 ~~park, and arrange for the removal of same, unless door-to-door garbage and waste pickup is available~~
98 ~~within the manufactured home park for the collection and storage of garbage and other waste incidental~~
99 ~~to the occupancy of the manufactured home park; and~~

100 5. Provide reasonable access to electric, water and sewage disposal connections for each
101 manufactured home lot. In the event of a planned disruption by the landlord in electric, water or sewage
102 disposal services, the landlord shall give written notice to tenants no less than ~~forty-eight~~ 48 hours prior
103 to the planned disruption in service.

104 B. *Nothing in subdivision A 4 shall prohibit a landlord from requiring the tenant to be responsible*
105 *for the collection and removal of garbage and other waste incidental to the occupancy provided (i) the*
106 *requirement is clearly stated in the rental agreement and (ii) the collection and removal by the tenant*
107 *may be performed in a manner that is not hazardous to the health and safety of the occupants or the*
108 *public.*

109 § 55-248.44. Tenant's obligations.

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

111 1. Comply with applicable laws, *including those pertaining to health, zoning, and safety,* affecting
112 manufactured home owners and lessors;

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

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

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

119 5. ~~Conduct himself and require~~ *Be responsible for his conduct and the conduct of guests, invitees, or*
120 *other persons on the premises with his consent to conduct themselves in a manner that will not disturb,*

whether known by the tenant or not, to ensure that his neighbors' peaceful enjoyment of the premises will not be disturbed;

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

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

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

A. A landlord shall not demand or collect:

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

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

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

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

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

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

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

C. A manufactured home owner shall not be restricted in his choice of vendors from whom he may purchase his (i) manufactured home, except in connection with the initial leasing or renting of a newly constructed lot not previously leased or rented to any other person, or (ii) goods and services. However, nothing in this chapter shall prohibit a landlord from prescribing, as a condition of the lease, (a) reasonable requirements governing, as a condition of occupancy, the style, size or quality of the manufactured home, or other structures placed on the manufactured home lot, or (b) compliance of the manufactured home with applicable laws governing health, zoning, and safety.

§ 55-248.47. Discrimination prohibited; sale or lease of manufactured home by owner.

A. The landlord shall not discriminate against any tenant or prospective tenant because of race, color, religion, national origin, sex, elderliness, familial status, or handicap.

B. 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.

§ 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 pursuant to § 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 attorney fees.