

20102086D

HOUSE BILL NO. 1249

Offered January 8, 2020

Prefiled January 8, 2020

A *BILL to amend and reenact §§ 55.1-1308 and 55.1-1314 of the Code of Virginia, relating to Manufactured Home Lot Rental Act; manufactured home park; termination due to sale of park; notice.*

Patron—Torian

Referred to Committee on General Laws

Be it enacted by the General Assembly of Virginia:

1. That §§ 55.1-1308 and 55.1-1314 of the Code of Virginia are amended and reenacted as follows:

§ 55.1-1308. Termination of tenancy; notice; rights of associations.

A. *For the purposes of this section, "association" means any entity (i) acting at the written request of at least 25 percent of the residents of the manufactured home park or (ii) that includes at least 25 percent of the residents of the manufactured home park as members.*

B. Either party may terminate a rental agreement with a term of 60 days or more by giving written notice to the other at least 60 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.

C. 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. As used in this subsection, "change" includes 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 executed after such notice is given and applicable only to the 180-day notice period. *Where the sale of a manufactured home park requires a written termination notice, the termination notice shall include a statement of the rights of an association pursuant to subsection D.*

D. *Where the sale of a manufactured home park requires a written termination notice pursuant to subsection C, an association shall have the right to make a bona fide written offer to purchase the manufactured home park at any time within the 180-day termination notice period. The landlord shall consider and negotiate in good faith regarding any such offer that contains terms and conditions equivalent to or better than the terms and conditions of a written offer from a third party. Where negotiations between a landlord and an association based on a bona fide written offer for the purchase of the manufactured home park continue past the 180-day termination notice period, the effective termination date shall be extended to 30 days beyond the date on which the negotiations conclude.*

§ 55.1-1314. Retaliatory conduct prohibited.

A. Except as provided in this section, or as otherwise provided by law, a landlord shall not retaliate by selectively increasing rent or decreasing services or by bringing or threatening to bring an action for possession after the landlord has knowledge that (i) the tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health or safety, (ii) the tenant has made a complaint to or filed an action against the landlord for a violation of any provision of this chapter, (iii) the tenant has organized or become a member of a tenant's organization, or (iv) the tenant has testified in a court proceeding against the landlord.

B. The landlord shall be deemed to have knowledge of a fact if he has actual knowledge of it, he has received a notice or notification of it, or, from all the facts and circumstances known to him at the time in question, he has reason to know that it exists.

C. Notwithstanding the provisions of subsections A and B, a landlord may terminate the rental agreement pursuant to subsection A B of § 55.1-1308 and bring an action for possession if:

1. Violation of the applicable building and housing code was caused by lack of reasonable care by the tenant, a member of the tenant's household, or a guest or invitee of the tenant;

INTRODUCED

HB1249

- 59** 2. The tenant is in default in rent; or
60 3. The tenant is in default of a provision of the rental agreement materially affecting the health and
61 safety of the tenant or others.