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HOUSE BILL NO. 2122**AMENDMENT IN THE NATURE OF A SUBSTITUTE**

(Proposed by the House Committee on General Laws

on January 28, 2025)

(Patron Prior to Substitute—Delegate Maldonado)

A *BILL to amend and reenact §§ 55.1-1301, 55.1-1303, and 55.1-1311 of the Code of Virginia, relating to Manufactured Home Lot Rental Act; landlord obligations.*

Be it enacted by the General Assembly of Virginia:

1. That §§ 55.1-1301, 55.1-1303, and 55.1-1311 of the Code of Virginia are amended and reenacted as follows:

§ 55.1-1301. Written rental agreement required.

A. Before the tenancy begins, all parties shall sign and date a written rental agreement that includes all terms governing the rental and occupancy of a manufactured home lot. The landlord shall give the tenant a copy of the signed and dated written rental agreement and a copy of this chapter or a clear and simple description of the obligations of landlords and tenants under this chapter within seven days after the tenant signs the written rental agreement. The written rental 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 written rental agreement shall constitute a notice to vacate the premises, and such notice shall be given in accordance with the terms of the written rental agreement or as otherwise required by law. The written rental 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. The landlord shall post a copy of this chapter, including the full text of the sections referenced in § 55.1-1311, in the manufactured home park.

B. *The landlord shall provide the following statement, in bold typeface, in the rental agreement: "Lot rent does not include homeowner's insurance. Homeowner's insurance for manufactured homes does not necessarily include flood insurance. If a tenant wishes to protect his home and personal property from potential flood damage, he should obtain a separate flood insurance policy. Flood insurance may be required for land and property located in a special flood hazard area. Tenants can contact the Federal Emergency Management Agency (FEMA) or visit the websites for FEMA's National Flood Risk Information System or for the Virginia Department of Conservation and Recreation's Flood Risk Information System to obtain information regarding whether the property is located in a special flood hazard area."*

Any failure of the landlord to provide such notice shall not affect the validity of the rental agreement. If the tenant requests translation of the notice from English to another language, the landlord may assist the tenant in obtaining a translator or refer the tenant to an electronic translation service. In doing so, the landlord shall not be deemed to have breached any of his obligations under this chapter or otherwise become liable for any inaccuracies in the translation. The landlord shall not charge a fee for such assistance or referral.

C. In the event that any party has a secured interest in the manufactured home, the written rental agreement or rental application shall include the name and address of such party and the name and address of the dealer from whom the manufactured home was purchased. In addition, the written rental agreement shall require the tenant to notify the landlord within 10 days of any new security interest, change of existing security interest, or settlement of security interest.

§ 55.1-1303. 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 maintaining in a clean and safe condition all facilities and common areas provided by the landlord for use by the 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 the landlord;

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

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

60 service; and

61 6. Provide a copy of any written rental agreement and the statement of tenant rights and responsibilities to
62 the tenant within ~~one month~~ *10 business days* of the effective date of the written rental agreement. The parties
63 to a written rental agreement shall sign the form developed by the Department of Housing and Community
64 Development and posted on its website pursuant to § 36-139 acknowledging that the tenant has received from
65 the landlord the statement of tenant rights and responsibilities *for the Manufactured Home Lot Rental Act*. If a
66 tenant fails to sign the form available pursuant to this subsection, the landlord shall record the date or dates
67 on which he provided the form to the tenant and the fact that the tenant failed to sign such form. Subsequent
68 to the effective date of the tenancy, a landlord may, but shall not be required to, provide a tenant with and
69 allow such tenant an opportunity to sign the form described pursuant to this subsection. The failure of the
70 landlord to deliver such a rental agreement and statement shall not affect the validity of the agreement.
71 However, the landlord shall not file or maintain an action, including any summons for unlawful detainer,
72 against the tenant in a court of law for any alleged lease violation until he has provided the tenant with the
73 statement of tenant rights and responsibilities *for the Manufactured Home Lot Rental Act*.

74 **§ 55.1-1311. Other provisions of law applicable.**

75 Section 55.1-1202, subsection A of § 55.1-1204, §§ *55.1-1204.1*, 55.1-1207, 55.1-1208, 55.1-1216,
76 55.1-1224, 55.1-1226, 55.1-1228, 55.1-1234 through 55.1-1252, and 55.1-1259 shall, insofar as they are not
77 inconsistent with this chapter, apply, *mutatis mutandis*, to the rental and occupancy of a manufactured home
78 lot, including termination of a lot lease if a tenant commits a remediable breach and, after remedying such
79 breach, intentionally commits a subsequent breach of a like nature, during the same lease term.