

26105037D

1 **HOUSE BILL NO. 374**

2 Offered January 14, 2026

3 Prefiled January 12, 2026

4 *A BILL to amend and reenact §§ 55.1-1300, 55.1-1302, and 59.1-200 of the Code of Virginia and to amend*
5 *the Code of Virginia by adding in Chapter 13 of Title 55.1 sections numbered 55.1-1320 and 55.1-1321,*
6 *relating to Manufactured Home Lot Rental Act.*

7 Patron—Krizek

8 Committee Referral Pending

9 **Be it enacted by the General Assembly of Virginia:**10 **1. That §§ 55.1-1300, 55.1-1302, and 59.1-200 of the Code of Virginia are amended and reenacted and
11 that the Code of Virginia is amended by adding in Chapter 13 of Title 55.1 sections numbered
12 55.1-1320 and 55.1-1321 as follows:**13 **§ 55.1-1300. Definitions.**

14 As used in this chapter, unless the context requires a different meaning:

15 "Abandoned manufactured home" means a manufactured home occupying a manufactured home lot
16 pursuant to a written agreement under which (i) the tenant has defaulted in rent or (ii) the landlord has the
17 right to terminate the written rental agreement pursuant to § 55.1-1249.

18 "Department" means the Department of Housing and Community Development.

19 "Guest or invitee" means a person, other than the tenant, who has the permission of the tenant to visit but
20 not to occupy the premises.21 "Landlord" means the manufactured home park owner or the lessor or sublessor of a manufactured home
22 park. "Landlord" also means a manufactured home park operator who fails to disclose the name of such
23 owner, lessor, or sublessor as provided in § 55.1-1216.24 "Manufactured home" means a structure, transportable in one or more sections, that in the traveling mode
25 is eight body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more
26 square feet, and that is built on a permanent chassis and designed to be used as a dwelling with or without a
27 permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-
28 conditioning, and electrical systems contained in the structure.29 "Manufactured home lot" means a parcel of land within the boundaries of a manufactured home park
30 provided for the placement of a single manufactured home and the exclusive use of its occupants.

31 "Manufactured home owner" means the owner of a manufactured home.

32 "Manufactured home park" means a parcel of land under single or common ownership upon which five or
33 more manufactured homes are located on a continual, nonrecreational basis together with any structure,
34 equipment, road, or facility intended for use incidental to the occupancy of the manufactured homes.
35 "Manufactured home park" does not include a premises used solely for storage or display of uninhabited
36 manufactured homes or a premises occupied solely by a landowner and members of his family.37 "Manufactured home park operator" means a person employed or contracted by a manufactured home
38 park owner or landlord to manage a manufactured home park.39 "Manufactured home park owner" means a person who owns land that accommodates a manufactured
40 home park.41 "Owner" means one or more persons, jointly or severally, in whom is vested (i) all or part of the legal title
42 to the property or (ii) all or part of the beneficial ownership and right to present use and enjoyment of the
43 premises. "Owner" includes a mortgagee in possession.44 "Reasonable charges in addition to rent" means any routine maintenance and utility charges for which the
45 tenant is liable under the rental agreement.46 "Rent" means *payments a monthly payment established at the commencement date of the rental
47 agreement or lease renewal* made by the tenant to the landlord for use of a manufactured home lot and other
48 facilities or services provided by the landlord.49 "Rental agreement" means any agreement, written or oral, and valid rules and regulations adopted in
50 conformance with § 55.1-1228 embodying the terms and conditions concerning the use and occupancy of a
51 manufactured home lot and premises and other facilities or services provided by the landlord.

52 "Secured party" means the same as that term is defined in § 8.9A-102.

53 "Security interest" means the same as that term is defined in § 8.1A-201.

54 "Tenant" means a person entitled as under a rental agreement to occupy a manufactured home lot to the
55 exclusion of others.56 **§ 55.1-1302. Term of rental agreement; fee disclosure statement; renewal; security deposits.**

INTRODUCED

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

63 *B. A landlord shall provide, beginning on the first page of the written rental agreement, an itemization of
64 all charges to the tenant that comprise (i) the security deposit, (ii) the amount of rent due per month for the
65 rental of the manufactured home lot, and (iii) any additional one-time charges due prior to the
66 commencement date of the rental agreement or that will be included in the first rental payment. Immediately
67 above the itemized list of charges, the written rental agreement shall state: "No additional deposits, fees, or
68 rent shall be charged unless they are listed below, except for those included in a separate valid written
69 contract signed by the landlord and the tenant." Notwithstanding the provisions of § 55.1-1311 and
70 subdivision 5 of § 59.1-199, any attempt by the landlord to collect from the tenant any charge, fee, or deposit
71 not listed in the itemization required by this subsection or in a separate valid written contract signed by the
72 landlord and the tenant is a violation of the Virginia Consumer Protection Act (§ 59.1-196 et seq.).*

73 C. Upon the expiration of a rental agreement with a term of one year or more, the agreement shall be
74 automatically renewed for a term of the same duration with the same terms unless either party provides
75 written notification of an intent to not renew the agreement at least 60 days prior to the expiration date or the
76 landlord provides written notice to the tenant of any change in the terms of the agreement at least 60 days
77 prior to the expiration date. If the tenant notifies the landlord in writing within 30 days of receiving notice of
78 the change in terms that he does not agree to such change in terms, such tenant may choose to not renew the
79 rental agreement unless the landlord agrees to maintain the same terms as those in the current agreement. In
80 the case of an automatic renewal of a rental agreement for a year-round resident, the security deposit initially
81 furnished by the tenant shall not be increased by the landlord, nor shall an additional security deposit be
82 required.

83 *C. D. Except as limited by subsection B C, the provisions of § 55.1-1226 shall govern the terms and
84 conditions of security deposits for rental agreements under this chapter.*

85 *D. E. No landlord shall charge a tenant for late payment of rent unless such charge is provided for in the
86 written rental agreement. No such late charge shall exceed the lesser of 10 percent of the periodic rent or 10
87 percent of the remaining balance due and owed by the tenant.*

88 **§ 55.1-1320. Lot rent increase prohibition based on notice of violation from locality.**

89 *A. Any owner or operator of a manufactured home community shall be prohibited from increasing the
90 annual lot rent of a tenant at the time of renewal if the manufactured housing community has received a
91 notice of violation of zoning, building, or fire code or an inspection report listing violations of habitability
92 from the locality where the manufactured housing community operates and the notice of violation remains
93 unresolved.*

94 *B. A notice of violation shall only be considered properly resolved when the owner or operator receives
95 notice from the locality that such notice of violation has been properly cured.*

96 *C. Any tenant who has their rent increased when a notice of violation remains unresolved shall be entitled
97 to the return of all increased rental amounts paid by the tenant during the time in which the notice of
98 violation remained unresolved. Any tenant who seeks the return of such overpayment from the landlord
99 through a court action shall be able to recover reasonable attorney fees as part of a judgment to return
100 overpayment.*

101 **§ 55.1-1321. Registration of manufactured home communities in the Commonwealth.**

102 *A. Any manufactured home community operating in the Commonwealth shall register with the
103 Department. The Department shall develop a reporting document posted on its website that shall be
104 submitted electronically by all manufactured home community owners or their registered agents to be kept by
105 the Department as proof of operations within the Commonwealth. The application shall contain the following
106 information:*

- 107 1. Manufactured home community name;
- 108 2. Manufactured home community address;
- 109 3. Number of lots in the manufactured home community;
- 110 4. Individual or business name of the owner of the manufactured home community;
- 111 5. Name of registered agent representing the owner in the Commonwealth, if any; and
- 112 6. The purchase date of the manufactured home community by the current owner.

113 *B. The Department may assess a fee, not to exceed \$100, for submission of the applications of
114 manufactured home communities to cover the administrative and storage costs associated with maintaining
115 the records of manufactured home communities operating in the Commonwealth.*

116 *C. Should a registered owner seek to sell their community pursuant to § 55.1-1308.1 or 55.1-1308.2, the
117 owner shall disclose the need to register the community under the new ownership at time of transfer of title to
118 the manufactured home community.*

119 *D. Should a registered owner seek to change the use of the manufactured home community as permitted in
120 § 55.1-1308, the registered owner shall provide notice to the Department of their intention to change the use*

121 of the property 180 days before the community ceases operations.

122 E. Failure to register operations of a manufactured home community within 180 days will result in a fine
 123 of not more than \$500 per day of noncompliance. Fees collected for failure to register shall be deposited into
 124 the Manufactured Home Park Acquisitions Pilot Program fund overseen by the Department.

125 **§ 59.1-200. Prohibited practices.**

126 A. The following fraudulent acts or practices committed by a supplier in connection with a consumer
 127 transaction are hereby declared unlawful:

128 1. Misrepresenting goods or services as those of another;

129 2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;

130 3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services,
 131 with another;

132 4. Misrepresenting geographic origin in connection with goods or services;

133 5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or
 134 benefits;

135 6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;

136 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,
 137 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly
 138 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,
 139 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or
 140 "not first class";

141 8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the
 142 price or upon the terms advertised.

143 In any action brought under this subdivision, the refusal by any person, or any employee, agent, or servant
 144 thereof, to sell any goods or services advertised or offered for sale at the price or upon the terms advertised or
 145 offered, shall be *prima facie* evidence of a violation of this subdivision. This paragraph shall not apply when
 146 it is clearly and conspicuously stated in the advertisement or offer by which such goods or services are
 147 advertised or offered for sale, that the supplier or offeror has a limited quantity or amount of such goods or
 148 services for sale, and the supplier or offeror at the time of such advertisement or offer did in fact have or
 149 reasonably expected to have at least such quantity or amount for sale;

150 9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of
 151 price reductions;

152 10. Misrepresenting that repairs, alterations, modifications, or services have been performed or parts
 153 installed;

154 11. Misrepresenting by the use of any written or documentary material that appears to be an invoice or bill
 155 for merchandise or services previously ordered;

156 12. Notwithstanding any other provision of law, using in any manner the words "wholesale,"
 157 "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the supplier's
 158 business, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the
 159 goods or services advertised or offered for sale;

160 13. Using in any contract or lease any liquidated damage clause, penalty clause, or waiver of defense, or
 161 attempting to collect any liquidated damages or penalties under any clause, waiver, damages, or penalties that
 162 are void or unenforceable under any otherwise applicable laws of the Commonwealth, or under federal
 163 statutes or regulations;

164 13a. Failing to provide to a consumer, or failing to use or include in any written document or material
 165 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,
 166 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so
 167 provide, use, or include the statement, disclosure, notice, or other information in connection with the
 168 consumer transaction;

169 14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection
 170 with a consumer transaction;

171 15. Violating any provision of § 3.2-6509, 3.2-6512, 3.2-6513, 3.2-6513.1, 3.2-6514, 3.2-6515, 3.2-6516,
 172 or 3.2-6519 is a violation of this chapter;

173 16. Failing to disclose all conditions, charges, or fees relating to:

174 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign
 175 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be
 176 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not
 177 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this
 178 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than
 179 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of
 180 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of
 181 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be
 182 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to

183 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor
184 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order
185 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's
186 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor
187 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

188 b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time of
189 the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the premises of the
190 supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill of sale. Disclosure
191 shall include the conditions, charges, or fees in the event that a consumer breaches the agreement;

192 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5
193 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such
194 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving
195 overpayments. If the credit balance information is incorporated into statements of account furnished
196 consumers by suppliers within such 60-day period, no separate or additional notice is required;

197 17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in
198 connection with a consumer transaction, failing to adhere to the terms and conditions of such an agreement;

199 18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);

200 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et seq.);

201 20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);

202 21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17
203 et seq.);

204 22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);

205 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et
206 seq.);

207 24. Violating any provision of § 54.1-1505;

208 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6
209 (§ 59.1-207.34 et seq.);

210 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;

211 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);

212 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);

213 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);

214 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et
215 seq.);

216 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);

217 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;

218 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;

219 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;

220 35. Using the consumer's social security number as the consumer's account number with the supplier, if
221 the consumer has requested in writing that the supplier use an alternate number not associated with the
222 consumer's social security number;

223 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;

224 37. Violating any provision of § 8.01-40.2;

225 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;

226 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);

227 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;

228 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525
229 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in
230 § 59.1-526;

231 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);

232 43. Violating any provision of § 59.1-443.2;

233 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);

234 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;

235 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;

236 47. Violating any provision of § 18.2-239;

237 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);

238 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has
239 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable
240 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has
241 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the
242 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's
243 products that are used, secondhand or "seconds";

244 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);

245 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;

246 52. Violating any provision of § 8.2-317.1;

247 53. Violating subsection A of § 9.1-149.1;

248 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling
249 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This
250 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective
251 drywall has been permanently installed or affixed;

252 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a
253 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to
254 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of
255 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et
256 seq.) of Title 54.1;

257 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);

258 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;

259 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,
260 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer
261 by a supplier to a small business, as those terms are defined in § 59.1-207.45;

262 59. Violating any provision of subsection E of § 32.1-126;

263 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under
264 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;

265 61. Violating any provision of § 2.2-2001.5;

266 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;

267 63. Violating any provision of § 6.2-312;

268 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;

269 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;

270 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);

271 67. Knowingly violating any provision of § 8.01-27.5;

272 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel
273 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a
274 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an
275 obligation to pay for the goods or services;

276 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
277 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic
278 derivative" means a chemical compound produced by man through a chemical transformation to turn a
279 compound into a different compound by adding or subtracting molecules to or from the original compound.
280 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug
281 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit
282 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;

283 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human
284 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply
285 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
286 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
287 16 (§ 4.1-1600 et seq.) of Title 4.1;

288 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
289 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as
290 defined in § 4.1-600; (ii) equipped with a label that states, in English and in a font no less than 1/16 of an
291 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21
292 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a
293 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance
294 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)
295 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to
296 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting
297 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol
298 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to
299 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
300 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
301 16 (§ 4.1-1600 et seq.) of Title 4.1;

302 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in
303 § 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol
304 that depicts or is in the shape of a human, animal, vehicle, or fruit;

305 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
306 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper

307 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §
308 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,
309 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,
310 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;

311 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a
312 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to
313 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
314 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16
315 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July
316 1, 2023, provided that the person provides documentation of the date of manufacture if requested;

317 75. Violating any provision of § 59.1-466.8;

318 76. Violating subsection F of § 36-96.3:1;

319 77. Selling or offering for sale (i) any kratom product to a person younger than 21 years of age or (ii) any
320 kratom product that does not include a label listing all ingredients and with the following guidance: "This
321 product may be harmful to your health, has not been evaluated by the FDA, and is not intended to diagnose,
322 treat, cure, or prevent any disease." As used in this subdivision, "kratom" means any part of the leaf of the
323 plant *Mitragyna speciosa* or any extract thereof;

324 78. Advertising of any ignition interlock system in Virginia by an ignition interlock vendor not approved
325 by the Commission on the Virginia Alcohol Safety Action Program to operate in Virginia; targeted
326 advertising of any ignition interlock system to a person before determination of guilt; and any advertising,
327 whether before or after determination of guilt, without a conspicuous statement that such advertisement is not
328 affiliated with any government agency. For purposes of this subdivision, "ignition interlock system" has the
329 same meaning as ascribed to that term in § 18.2-270.1 and "targeted advertising" has the same meaning
330 ascribed to that term in § 59.1-575 and includes direct mailings to an individual. This provision shall not
331 apply to ignition interlock service vendor ads, pamphlets, or kiosk advertisements approved by the
332 Commission on the Virginia Alcohol Safety Action Program and provided at a Commission-approved
333 location;

334 79. Failing to disclose the total cost of a good or continuous service, as defined in § 59.1-207.45, to a
335 consumer, including any mandatory fees or charges, prior to entering into an agreement for the sale of any
336 such good or provision of any such continuous service;

337 80. Violating any provision of the Unfair Real Estate Service Agreement Act (§ 55.1-3200 et seq.);

338 81. Selling or offering for sale services as a professional mold remediation to be performed upon any
339 residential dwelling without holding a mold remediation certification from a nationally or internationally
340 recognized certifying body for mold remediation, and failing to comply with (i) the U.S. Environmental
341 Protection Agency's publication on Mold Remediation in Schools and Commercial Buildings, as revised; (ii)
342 the ANSI/IICRC S520 Standard for Professional Mold Remediation, as revised; or (iii) any other equivalent
343 ANSI-accredited mold remediation standard, when conducting or offering to conduct mold remediation in the
344 Commonwealth;

345 82. Willfully violating any provision of § 59.1-444.4;

346 83. Violating any provision of Chapter 23.2 (§ 59.1-293.10 et seq.);

347 84. Selling any food that is required by the FDA to have a nutrition label that does not meet the
348 requirements of 21 C.F.R. Part 101;

349 85. Obtaining, disclosing, selling, or disseminating any personally identifiable reproductive or sexual
350 health information without the consent of the consumer;

351 86. Violating any provision of Chapter 58 (§ 59.1-607 et seq.); **and**

352 87. (Effective July 1, 2026) Violating any provision of the Medical Debt Protection Act (§ 59.1-611 et
353 seq.); **and**

354 88. *Violating subsection B of § 55.1-1302.*

355 B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or lease
356 solely by reason of the failure of such contract or lease to comply with any other law of the Commonwealth
357 or any federal statute or regulation, to the extent such other law, statute, or regulation provides that a violation
358 of such law, statute, or regulation shall not invalidate or make unenforceable such contract or lease.

359 **2. That for the purposes of manufactured home communities currently operational in the
360 Commonwealth on July 1, 2026, such manufactured home communities shall have 180 days to register
361 with the Department of Housing and Community Development pursuant to the provisions of
362 § 55.1-1321 of the Code of Virginia, as created by this act.**

363 **3. That the provisions of subsection E of § 55.1-1321 of the Code of Virginia, as created by this act,
364 shall expire on July 1, 2030.**