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HOUSE BILL NO. 374
AMENDMENT IN THE NATURE OF A SUBSTITUTE
(Proposed by the Senate Committee on General Laws and Technology
on _____)
(Patron Prior to Substitute—Delegate Krizek)

A BILL to amend and reenact §§ 55.1-1300 and 55.1-1302 of the Code of Virginia and to amend the Code of Virginia by adding in Chapter 13 of Title 55.1 a section numbered 55.1-1320, relating to Manufactured Home Lot Rental Act.

Be it enacted by the General Assembly of Virginia:

1. That §§ 55.1-1300 and 55.1-1302 of the Code of Virginia are amended and reenacted and that the Code of Virginia is amended by adding in Chapter 13 of Title 55.1 a section numbered 55.1-1320 as follows:

§ 55.1-1300. Definitions.

As used in this chapter, unless 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 (i) the tenant has defaulted in rent or (ii) the landlord has the right to terminate the written rental agreement pursuant to § 55.1-1249.

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

"Guest or invitee" means a person, other than the tenant, who has the permission of the tenant to visit but not to occupy the premises.

"Landlord" means the manufactured home park owner or the lessor or sublessor of a manufactured home park. "Landlord" also means a manufactured home park operator who fails to disclose the name of such owner, lessor, or sublessor as provided in § 55.1-1216.

"Manufactured home" means a structure, transportable in one or more sections, that in the traveling mode 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 square feet, and that 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 in the structure.

"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 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.**

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

61 B. *A landlord shall provide, beginning on the first page of the written lot rental agreement, an itemization*

62 of all charges to the tenant that comprise (i) the security deposit, (ii) the amount of rent due per payment
63 period pursuant to the rental agreement period, and (iii) any additional one-time charges due prior to the
64 commencement date of the rental agreement or that will be included in the first rental payment. Immediately
65 above the itemized list of charges, the written lot rental agreement shall state: "No additional security
66 deposits or rent shall be charged unless such security deposits or rent are listed below or incorporated into
67 this rental agreement by way of a separate addendum after the execution of this rental agreement." If the
68 landlord attempts to collect from the tenant any charge, fee, or deposit not listed in the itemization required
69 by this subsection or in a separate valid written contract signed by the landlord and the tenant, the tenant
70 may recover from the landlord actual damages, statutory damages of \$500 per occurrence, and reasonable
71 attorney fees.

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

82 ~~C.~~ D. Rental agreements under this section shall be renewed except for reasons that would justify a
83 termination of the rental agreement or eviction by the landlord pursuant to the provisions of § 55.1-1311 or
84 55.1-1315. For those rental agreements not renewed for reasons that would justify termination, the landlord
85 shall provide written notice at least 90 days prior to the renewal date stating the reason for such nonrenewal.

86 E. Except as limited by subsection ~~B~~ C, the provisions of § 55.1-1226 shall govern the terms and
87 conditions of security deposits for rental agreements under this chapter.

88 ~~D.~~ F. No landlord shall charge a tenant for late payment of rent unless such charge is provided for in the
89 written rental agreement. No such late charge shall exceed the lesser of 10 percent of the periodic rent or 10
90 percent of the remaining balance due and owed by the tenant.

91 § 55.1-1320. *Lot rent increase prohibition based on notice of violation from locality.*

92 A. With the exception of violations related to manufactured home structures and additions thereto not

93 *under the owner's proprietorship, any owner or operator of a manufactured home community shall be*
94 *prohibited from increasing the annual lot rent of a tenant at the time of renewal if the manufactured housing*
95 *community has received a notice of violation of zoning, building, or fire code or an inspection report listing*
96 *violations of habitability from the locality where the manufactured housing community operates and the*
97 *notice of violation remains unresolved.*

98 *B. A notice of violation shall only be considered properly resolved when the owner or operator receives*
99 *notice from the locality that such notice of violation has been properly cured or the locality confirms that*
100 *adequate progress has been made toward remediation of such violation.*

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