

1 VIRGINIA ACTS OF ASSEMBLY — CHAPTER

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

4 [H 1325]

5 Approved

6 **Be it enacted by the General Assembly of Virginia:**7 **1. That §§ 55.1-1301 and 55.1-1303 of the Code of Virginia are amended and reenacted as follows:**8 **§ 55.1-1301. Written rental agreement required.**

9 A. Before the tenancy begins, all parties shall sign and date a written rental agreement that includes all
 10 terms governing the rental and occupancy of a manufactured home lot. The landlord shall give the tenant a
 11 copy of the signed and dated written rental agreement and a copy of this chapter or a clear and simple
 12 description of the obligations of landlords and tenants under this chapter within seven days after the tenant
 13 signs the written rental agreement. The written rental agreement shall not contain any provisions contrary to
 14 the provisions of this chapter and shall not contain a provision prohibiting the tenant from selling his
 15 manufactured home. A notice of any change by a landlord in any terms or provisions of the written rental
 16 agreement shall constitute a notice to vacate the premises, and such notice shall be given in accordance with
 17 the terms of the written rental agreement or as otherwise required by law. The written rental agreement shall
 18 not provide that the tenant pay any recurring charges except fixed rent, utility charges, or reasonable
 19 incidental charges for services or facilities supplied by the landlord. The landlord shall post a copy of this
 20 chapter, including the full text of the sections referenced in § 55.1-1311, in the manufactured home park.

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

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

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

40 **§ 55.1-1303. Landlord's obligations.**

41 The landlord shall:

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

44 2. Make all repairs and do whatever is necessary to put and keep the manufactured home park in a fit and
 45 habitable condition, including maintaining in a clean and safe condition all facilities and common areas
 46 provided by the landlord for use by the tenants of two or more manufactured home lots;

47 3. Maintain in good and working order and condition all electrical, plumbing, sanitary, heating,
 48 ventilating, air conditioning, and other facilities and appliances supplied or required to be supplied by the
 49 landlord;

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

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

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57 service; and

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

71 **2. That the provisions of this act shall apply to rental agreements, as defined in § 55.1-1300 of the Code**
72 **of Virginia, that are entered into, extended, or renewed on or after July 1, 2026.**