

HOUSE BILL NO. 572

AMENDMENT IN THE NATURE OF A SUBSTITUTE

(Proposed by the House Committee on General Laws

on _____)

(Patron Prior to Substitute--Delegate Delaney)

A BILL to amend and reenact §§ 55.1-1302, 55.1-1308, 55.1-1311, and 55.1-1315 of the Code of Virginia, relating to manufactured home parks; rights of residents.

Be it enacted by the General Assembly of Virginia:

1. That §§ 55.1-1302, 55.1-1308, 55.1-1311, and 55.1-1315 of the Code of Virginia are amended and reenacted as follows:

§ 55.1-1302. Term of rental agreement; renewal; security deposits.

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

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

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

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

31 **§ 55.1-1308. Termination of tenancy.**

32 ~~A. Either party may terminate a rental agreement with a term of 60 days or more by giving written~~
33 ~~notice to the other at least 60 days prior to the termination date; however, the rental agreement may require~~
34 ~~a longer period of notice. Notwithstanding the provisions of this section, where a landlord and seller of a~~
35 ~~manufactured home have in common (i) one or more owners, (ii) immediate family members, or (iii)~~
36 ~~officers or directors, the rental agreement shall be renewed except for reasons that would justify a~~
37 ~~termination of the rental agreement or eviction by the landlord as authorized by this chapter. A landlord~~
38 ~~may not cause the eviction of a tenant by willfully interrupting gas, electricity, water, or any other essential~~
39 ~~service, or by removal of the manufactured home from the manufactured home lot, or by any other willful~~
40 ~~self-help measure.~~

41 ~~B. If the termination is~~ A landlord may terminate a rental agreement of any length due to a change
42 in the use of all or any part of a manufactured home park ~~by the landlord~~, including conversion to hotel,
43 motel, or other commercial use, planned unit development, rehabilitation, or demolition, by delivering to
44 each tenant, by certified mail, a 180-day written notice is required to terminate a stating the date upon
45 which the rental agreement will terminate and the reason for the termination. Such termination notice
46 requirement shall not be waived; however, at the request of the tenant, a period of less than 180 days may
47 be agreed upon by both the landlord and tenant in a written agreement separate from the rental agreement
48 executed after such notice is given. The notice required by this section may be sent concurrently with the
49 notice of intent to sell required by § 55.1-1308.2.

50 **§ 55.1-1311. Other provisions of law applicable.**

51 Section 55.1-1202, subsection A of § 55.1-1204, §§ 55.1-1207, 55.1-1208, 55.1-1216, 55.1-1224,
52 55.1-1226, 55.1-1228, 55.1-1234 through ~~55.1-1249, 55.1-1251,~~ 55.1-1252, and 55.1-1259 shall, insofar

53 as they are not inconsistent with this chapter, apply, mutatis mutandis, to the rental and occupancy of a
54 manufactured home lot, including termination of a lot lease if a tenant commits a remediable breach and,
55 after remedying such breach, intentionally commits a subsequent breach of a like nature, during the same
56 lease term.

57 **§ 55.1-1315. Eviction of tenant.**

58 ~~A~~ In addition to the remedies provided by §§ 55.1-1228 and 55.1-1311, a landlord may evict a
59 tenant only for:

- 60 1. ~~Nonpayment of rent;~~
- 61 2. ~~Violation~~ violation of the applicable building and housing code caused by a lack of reasonable
62 care by the tenant, a member of the tenant's household, or a guest or invitee of the tenant;
- 63 3. ~~Violation of a federal, state, or local law or ordinance that is detrimental to the health, safety,~~
64 ~~and welfare of other tenants in the manufactured home park;~~
- 65 4. ~~Violation of any rule or provisions of the rental agreement materially affecting the health, safety,~~
66 ~~and welfare of the tenant or others; or~~
- 67 5. ~~Two or more violations of any rule or provision of the rental agreement occurring within a six-~~
68 ~~month period.~~

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