



# Virginia Statement of Tenant Rights and Responsibilities under the Virginia Manufactured Home Lot Rental Act as of July 1, 2021

This is a summary of tenants' rights and responsibilities under the Virginia Manufactured Home Lot Rental Act. This summary does not modify your lease or Virginia law. A lease cannot give up a tenant's rights under the law. The information below is not intended as legal advice. Tenants with questions are encouraged to contact their local legal aid program at (866) 534-5234 or [valegalaid.org/find-legal-help](http://valegalaid.org/find-legal-help).

## **Coverage:**

The Virginia Manufactured Home Lot Rental Act (VMHLRA) applies to manufactured home parks upon which five or more manufactured homes are located on a continual, nonrecreational basis. (§55.1-1300)

## **Tenant Rights**

### **Written lease:**

Under the VMHLRA, a landlord is required to provide a tenant a written lease of not less than one year. The lease will automatically renew for one year unless the landlord gives written notice to the tenant of any change in the terms of the lease at least 60 days before the lease ends. (§55.1-1301, 1302)

### **Disclosure:**

A landlord must reveal certain information to the tenant, including any visible evidence of mold (§55.1-1215), the name and address of the owner or property manager (§55.1-1216) and notice of sale or foreclosure of the property. (§§55.1-1216, 1237).

### **Security Deposit:**

A landlord may require a security deposit of up to two month's rent. (§55.1-1302, §55.1-1226)

### **Fees:**

A landlord shall not demand or collect an entrance fee; a commission on the sale of a manufactured home in the park (unless the tenant employs the landlord to perform a service in connection with the sale); a fee for cable, internet, or satellite service unless the landlord is the service provider; or an exit fee. (§55.1-1306)

### **Access:**

A landlord must allow a guest or invitee of the tenant free access to the tenant's manufactured home site without charge or registration. (§55.1-1306)

### **Sale or Rental of Manufactured Home in the Park:**

A landlord shall not unreasonably reuse or restrict the sale or rental of a manufactured home in the park. (§55.1-1310)

### **Fit and Habitable Manufactured Home Park:**

A tenant has the right to a fit and habitable manufactured home park in accordance with laws about health, safety, and zoning in manufactured home parks. The landlord must make all repairs needed to keep the manufactured home park fit and habitable. (§55.1-1303) To enforce the right to get repairs, a tenant must be current in rent, give the landlord written notice and wait a reasonable period. If repairs are not made, a tenant can file a Tenant's Assertion in General District Court. This must be filed no later than five days after rent is due. There is no rent withholding in Virginia, except under repair and deduct. (§55.1-1311, §55.1-1244)

### **Repair and Deduct:**

If an issue on the property affects life, health, safety, or seriously affects habitability, and a landlord has not begun to address it within 14 days after written notice from the tenant, the tenant may contract to have the repair done by a licensed contractor at a cost of not more than \$1,500, or one month's rent, whichever is more. The tenant may deduct the actual cost of the repair from the rent. The tenant must send the

landlord an itemized invoice and a receipt for payment to the contractor for the work, along with any payment of remaining rent owed. (§55.1-1311, §55.1-1244.1)

### **Eviction:**

A landlord may not evict a tenant without following the court eviction process. The landlord first sends a written notice and next the landlord files an unlawful detainer lawsuit. The landlord must get a court order of possession, followed by a Writ of Eviction that is served by the Sheriff. (§55.1-1311, §55.1-1245, 1252) A tenant not getting paid due to a federal shutdown of 14 or more days can get an eviction lawsuit for nonpayment of rent postponed for 60 days. (§44-209)

### **Reasons for Eviction:**

A landlord may evict a tenant only for nonpayment of rent; violation of a building or housing code; violation of the lease or law affecting health, safety, or welfare; or two or more lease violations in a 6 month period. (§55.1-1315)

### **Redemption (Pay and Stay):**

After an unlawful detainer lawsuit for nonpayment of rent is filed, a tenant has the right to pay to a zero balance on or before the court date and have the lawsuit dismissed. After a court issues a judgment of possession, a tenant has the right to pay to a zero balance up to 48 hours before the Sheriff's eviction and have the eviction cancelled. If the landlord has 5 or more rentals, a tenant may use these rights at any time. If the landlord has 4 or fewer rentals, a tenant may use one of these rights only once in a 12-month period. (§55.1-1311, §55.1-1250)

### **Notice of Intent to Sell:**

A landlord who wants who wants to sell the park must give 90 days' advance notice to each tenant and to the Department of Housing and Community Development (DHCD). If the landlord receives an offer to purchase, the landlord must give 60 days' advance notice to each tenant and to DHCD, and consider offers from group of at least 25% of park residents. (§55.1-1308.2)

### **Notice of Intent to Sell to Buyer who will Change its Use:**

A landlord who wants who wants to sell the park to a buyer who will change its use must give 180 days' advance notice to each tenant. Within the 180-day period, the landlord must give each resident \$2,500 in relocation expenses (except in Planning District 8 – most of northern Virginia- this amount is \$3,500). Relocation expenses are stipulated on a written agreement between the landlord and the resident to remove the home from the park. (§55.1-1308.1)

## **Tenant Responsibilities**

### **Charges:**

Under the written lease, the charges the tenant must pay are limited to fixed rent, utilities supplied by the landlord, and other reasonable services and facilities supplied by the landlord. (§55.1-1301)

### **Maintain Fit and Habitable Exterior and Home Lot:**

The tenant must keep the exterior of the manufactured home and the manufactured home lot as clean and safe as conditions allow and in accordance with laws affecting manufactured home owners and tenants. (§55.1-1304)

### **Fair Housing:**

The tenant may have a right to file a fair housing complaint if the landlord or property manager violates the Virginia Fair Housing Act. (§36-96.1 et seq)

### **COVID-19 Relief:**

A tenant not getting paid due to the state of emergency declared by the Governor for the COVID-19 virus can get an eviction lawsuit for nonpayment of rent postponed for 60 days by showing up on their court date and providing written proof within 90 days after the Governor ends the declaration of emergency. (§44-209)



# Acknowledgement of Receipt of Statement of Tenant Rights and Responsibilities

In accordance with [Section §55.1-1303](#) of the Code of Virginia, the undersigned parties hereby acknowledge that with respect to the dwelling unit known as:

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the Landlord has provided to the Tenant and the Tenant has received the Statement of Tenant Rights and Responsibilities developed by the Virginia Department of Housing and Community Development and posted on its website ([dhcd.virginia.gov/landlord-tenant-resources](http://dhcd.virginia.gov/landlord-tenant-resources)) pursuant to [Section §36-139](#) Code of Virginia.

<hr/> <b>Landlord Signature</b>	<hr/> <b>Printed Name</b>	<hr/> <b>Date</b>
<hr/> <b>Landlord Agent (if applicable)</b>	<hr/> <b>Printed Name</b>	<hr/> <b>Date</b>
<hr/> <b>Tenant Signature</b>	<hr/> <b>Printed Name</b>	<hr/> <b>Date</b>
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