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PART B.

COMMERCIAL AND OTHER TENANCIES.

**Drafting note: Proposed Part B of Subtitle III consists of five chapters. Existing Chapter 13.3 is retained and relocated as proposed Chapter XX [4], the Manufactured Home Lot Rental Act. Existing Article 4 of Chapter 4 is retained and relocated as proposed Chapter XX [5], the Residential Ground Rent Act. All existing provisions applicable to commercial tenancies, including provisions from existing Chapter 13, are consolidated as proposed Chapter XX [6], Commercial Tenancies. Provisions of existing Articles 1 (Form and Effect of Deeds and Leases) and 3 (Effect of Certain Expressions in Deeds and Leases) of Chapter 4 relating to rental conveyance are consolidated as proposed Chapter XX [7], Deeds of Lease. Existing Chapter 14 is retained and relocated as proposed Chapter XX [8], Emblements.**

~~CHAPTER 13.3~~ XX. [4]

MANUFACTURED HOME LOT RENTAL ACT.

**Drafting note: Existing Chapter 13.3 is retained as Chapter XX [4].**

~~§ 55-248.41~~ 55.1-xxx. Definitions.

~~For the purposes of~~ As used in this chapter, unless ~~expressly stated otherwise~~ 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 ~~if~~ (ii) the landlord has the right to terminate the ~~lease~~ written agreement pursuant to § ~~55-248.33; 55.1-xxx.~~

"Authorized occupant" means a person entitled to occupy a manufactured home with the consent of the landlord, but who has not signed the rental agreement and therefore does not have the financial obligations of a tenant under the rental agreement.

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

28 "Landlord" means the manufactured home park owner, or the lessor, or sublessor, ~~or a~~  
29 ~~manager of a manufactured home park.~~ "Landlord" also means a manufactured home park  
30 operator who fails to disclose the name of such owner, lessor, or sublessor as provided in ~~§ 55-~~  
31 ~~248.12; § 55.1-xxx~~ [§ 55-248.12].

32 "Manufactured home" means a structure, transportable in one or more sections, ~~which~~  
33 that in the traveling mode is ~~8~~ eight body feet or more in width or 40 body feet or more in  
34 length, or, when erected on site, is 320 or more square feet, and which is built on a permanent  
35 chassis and designed to be used as a dwelling with or without a permanent foundation when  
36 connected to the required utilities, and includes the plumbing, heating, air-conditioning, and  
37 electrical systems contained ~~therein;~~ in the structure.

38 "Manufactured home lot" means a parcel of land within the boundaries of a  
39 manufactured home park provided for the placement of a single manufactured home and the  
40 exclusive use of its occupants;

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

42 "Manufactured home park" means a parcel of land under single or common ownership  
43 upon which ~~ten~~ 10 or more manufactured homes are located on a continual, nonrecreational  
44 basis together with any structure, equipment, road, or facility intended for use incidental to the  
45 occupancy of the manufactured homes, ~~but shall.~~ "Manufactured home park" does not include a  
46 premises used solely for storage or display of uninhabited manufactured homes, or a premises  
47 occupied solely by a landowner and members of his family;

48 "Manufactured home park operator" means a person employed or contracted by a  
49 manufactured home park owner or landlord to manage a manufactured home park.

50 "Manufactured home park owner" means a person who owns land that accommodates a  
51 manufactured home park.

52 "Owner" means one or more persons, jointly or severally, in whom is vested (i) all or  
53 part of the legal title to the property; or (ii) all or part of the beneficial ownership and right to

54 present use and enjoyment of the premises, ~~and the term~~, "Owner" includes a mortgagee in  
55 possession;

56 "Reasonable charges in addition to rent" means any routine maintenance and utility  
57 charges for which the tenant is liable under the rental agreement.

58 "Rent" means payments made by the tenant to the landlord for use of a manufactured  
59 home lot and other facilities or services provided by the landlord;

60 "Rental agreement" means any agreement, written or oral, and valid rules and  
61 regulations adopted in conformance with § ~~55-248.17~~ 55.1-xxx embodying the terms and  
62 conditions concerning the use and occupancy of a manufactured home lot and premises and  
63 other facilities or services provided by the landlord; ~~and~~.

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

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

66 "Tenant" means a person entitled ~~as~~ under a rental agreement to occupy a manufactured  
67 home lot to the exclusion of others.

68 **Drafting note: The definitions of "authorized occupant" and "guest or invitee" are**  
69 **duplicated from § 55.1-xxx [§ 55-248.4]. Proposed definitions of "manufactured home**  
70 **owner," "manufactured home park operator," and "manufactured home park owner"**  
71 **are added for clarity and consistency of usage. A reference to "manager" in the existing**  
72 **definition of "landlord" is replaced with the newly defined term "manufactured home**  
73 **park operator" to reflect the appropriate terminology for this chapter. The definitions of**  
74 **"reasonable charges in addition to rent," "secured party," and "security interest" are**  
75 **relocated from existing § 55-248.44:1 to this section of chapter-wide definitions. Technical**  
76 **changes are made.**

77 § ~~55-248.42~~ 55.1-xxx. Written rental agreement required.

78 A. ~~All~~ Before the tenancy begins, all parties shall sign and date a written rental  
79 agreement that includes all terms governing the rental and occupancy of a manufactured home  
80 lot ~~shall be contained in a written agreement, which shall be dated and signed by all parties~~

81 ~~thereto prior to commencement of tenancy. A~~ The landlord shall give the tenant a copy of the  
82 signed and dated written rental agreement and a copy of ~~the Manufactured Home Lot Rental Act~~  
83 ~~(§ 55-248.41-55.1-xxx et seq.)~~ this chapter or a clear and simple description of the obligations of  
84 landlords and tenants under ~~the Manufactured Home Lot Rental Act shall be given by the~~  
85 ~~landlord to the tenant~~ this chapter within seven days after the tenant signs the written rental  
86 agreement. ~~A copy of this chapter, including the full text of those sections of the Virginia~~  
87 ~~Residential Landlord and Tenant Act (§ 55-248.2\_ et seq.) referenced in § 55-248.48, shall be~~  
88 ~~posted in the manufactured home park.~~ The written rental agreement shall not contain any  
89 provisions contrary to the provisions of this chapter and shall not contain a provision prohibiting  
90 the tenant from selling his manufactured home. A notice of any change by a landlord in any  
91 terms or provisions of the written rental agreement shall constitute a notice to vacate the  
92 premises, and such notice shall be given in accordance with the terms of the written rental  
93 agreement or as otherwise required by law. The written rental agreement shall not provide that  
94 the tenant pay any recurring charges except fixed rent, utility charges, or reasonable incidental  
95 charges for services or facilities supplied by the landlord. The landlord shall post a copy of this  
96 chapter, including the full text of the sections referenced in § 55.1-xxx [§ 55-248.48], in the  
97 manufactured home park.

98 B. In the event that any party has a secured interest in the manufactured home, the  
99 written rental agreement or rental application shall ~~contain~~ include the name and address of ~~any~~  
100 such party ~~as well as~~ and the name and address of the dealer from whom the manufactured home  
101 was purchased. In addition, the written rental agreement shall require the tenant to notify the  
102 landlord within ~~ten~~ 10 days of any new security interest, change of existing security interest, or  
103 settlement of security interest.

104 **Drafting note: Language is modernized and put into active voice. The term**  
105 **"written agreement" or "agreement" is modified to "rental agreement" to use the defined**  
106 **term, and modified with the word "written" as appropriate for this section. The provision**  
107 **of subsection A stating that the landlord shall post a copy of this chapter in the**

108 **manufactured home park is relocated to the end of the subsection for clarity. Technical**  
109 **changes are made.**

110 § ~~55-248.42:1~~ 55.1-xxx. Term of rental agreement; renewal; security deposits.

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

116 B. Upon the expiration of a rental agreement, ~~such the~~ agreement shall be automatically  
117 renewed for a term of one year with the same terms unless the ~~park operator~~ landlord provides  
118 written notice to the tenant of any change in the terms of the agreement at least ~~sixty~~ 60 days  
119 prior to the ~~termination~~ expiration date. In the ~~event~~ case of an automatic renewal of a rental  
120 agreement ~~involving for~~ a year-round resident, the security deposit initially furnished by the  
121 tenant shall not be increased by the ~~park owner~~ landlord, nor shall an additional security deposit  
122 be required.

123 C. Except as limited by subsection B ~~of this section~~, the provisions of § ~~55-248.15:1~~  
124 55.1-xxx shall govern the terms and conditions of security deposits for rental agreements under  
125 this chapter.

126 **Drafting note: The existing term "termination" replaces "expiration" in subsection**  
127 **B for consistency of usage within the section. Use of "landlord" is proposed instead of**  
128 **"park owner" and "park operator," consistent with chapter-wide definitions in §**  
129 **55.248.41 [§ 55.1-XX]. Technical changes are made.**

130 § ~~55-248.43~~ 55.1-xxx. Landlord's obligations.

131 The landlord shall:

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

134 2. Make all repairs and do whatever is necessary to put and keep the manufactured home  
135 park in a fit and habitable condition, including, ~~but not limited to,~~ maintaining in a clean and  
136 safe condition all facilities and common areas provided by ~~him~~ the landlord for ~~the use of~~ by the  
137 tenants of two or more manufactured home lots;

138 3. Maintain in good and working order and condition all electrical, plumbing, sanitary,  
139 heating, ventilating, air conditioning, and other facilities and appliances supplied or required to  
140 be supplied by ~~him~~ the landlord;

141 4. Provide and maintain appropriate receptacles as a manufactured home park facility,  
142 except when ~~door to door~~ door-to-door garbage and waste pickup is available within the  
143 manufactured home park for the collection and storage of garbage and other waste incidental to  
144 the occupancy of the manufactured home park, and arrange for the removal of ~~same~~ the garbage  
145 and other waste; and

146 5. Provide reasonable access to electric, water, and sewage disposal connections for each  
147 manufactured home lot. In the event of a planned disruption by the landlord in electric, water, or  
148 sewage disposal services, the landlord shall give written notice to tenants no less than ~~forty~~  
149 eight 48 hours prior to the planned disruption in service.

150 **Drafting note: In subdivision 2, "but not limited to" is removed following the term**  
151 **"including" on the basis of § 1-218, which states, "'Includes' means includes, but not**  
152 **limited to," and technical changes are made.**

153 § ~~55-248-44~~ 55.1-xxx. Tenant's obligations.

154 In addition to the provisions of the rental agreement, the tenant shall:

155 1. Comply with applicable laws affecting manufactured home owners and ~~lessors~~  
156 tenants;

157 2. Keep and maintain the exterior of ~~his~~ the tenant's manufactured home and ~~his~~  
158 manufactured home lot as clean and safe as conditions permit;

159 3. Place all garbage and other waste in the appropriate receptacles, which shall be  
160 provided by the tenant when ~~door to door~~ door-to-door garbage and waste pickup is provided;

161 4. Use in a reasonable and orderly manner all facilities and appliances in the  
162 manufactured home park, and require ~~other persons on the premises with his consent~~ any  
163 authorized occupant or guest or invitee to do so;

164 5. Conduct himself and require ~~other persons on the premises with his consent~~ any  
165 authorized occupant or guest or invitee to conduct ~~themselves~~ himself in a manner that will not  
166 disturb ~~his~~ the tenant's neighbors' peaceful enjoyment of the premises;

167 6. Abide by all reasonable rules and regulations imposed by the landlord; and

168 7. In the absence of express written agreement to the contrary, occupy ~~his~~ the tenant's  
169 manufactured home only as a dwelling unit.

170 **Drafting note: In subdivisions 4 and 5, the phrase "other persons on the premises**  
171 **with his consent" is replaced with the defined terms "authorized occupant" and "guest or**  
172 **invitee." Technical changes are made.**

173 § ~~55-248.44:1~~ 55.1-xxx. Rent; liability of secured party taking possession of an  
174 abandoned manufactured home.

175 A. A secured party shall have no liability for rent or other charges to a landlord except as  
176 provided in this section.

177 B. In the event that a manufactured home subject to a security interest becomes an  
178 abandoned manufactured home, the landlord shall send notice of abandonment ~~shall be sent by~~  
179 ~~the landlord~~ to the manufactured home owner, the secured party, and the dealer as provided for  
180 in § ~~55-248.6~~ 55.1-xxx, at the addresses shown in the ~~lease~~ written rental agreement or rental  
181 application. The notice of abandonment shall state the amount of rent and the amount and nature  
182 of any reasonable charges in addition to rent that for which the secured party will ~~become~~ be  
183 ~~liable for payment to the landlord~~. The notice shall include any written rental agreement  
184 previously signed by the tenant and the landlord.

185 C. A secured party ~~who~~ that has a security interest in an abandoned manufactured home,  
186 and who has a right to possession of the manufactured home under § 8.9A-609 or under the  
187 applicable security agreement, ~~shall be~~ is liable to the landlord under the same payment terms as

188 the tenant ~~was paying~~ prior to the secured party's accrual of the right of possession, and for any  
189 other reasonable charges in addition to rent incurred, ~~for~~. Such liability is for the period ~~which~~  
190 that begins ~~fifteen~~ 15 days from receipt of the notice of abandonment by the secured party and  
191 ends upon the earlier to occur of the removal of the abandoned manufactured home from the  
192 manufactured home park or disposition of the abandoned manufactured home under §§ 8.9A-  
193 610 ~~et seq.~~ through 8.9A-624 or under the applicable security agreement.

194 D. This section shall not affect the availability of the landlord's lien as provided in § ~~55-~~  
195 ~~230 et seq. of Chapter 13 of Title 55~~ 55.1-xxx [55-248.50:2], nor shall this section impact the  
196 priority of the secured party's lien as provided in § 46.2-640.

197 E. ~~As used in this section, "security interest" shall have the same meaning as the term is~~  
198 ~~defined in § 8.1A-201, and "secured party" shall have the same meaning as the term is defined~~  
199 ~~in § 8.9A-102.~~

200 F. ~~For purposes of this section, "reasonable charges in addition to rent" means any~~  
201 ~~routine maintenance and utility charges for which the tenant is liable under the rental agreement.~~

202 G. ~~Any~~ rent or reasonable charges in addition to rent owed by the secured party to the  
203 landlord pursuant to this section shall ~~also~~ be paid to the landlord prior to the removal of the  
204 manufactured home from the manufactured home park.

205 H. ~~F.~~ If a secured party ~~who~~ that has a secured interest in an abandoned manufactured  
206 home becomes liable to the landlord pursuant to this section, then the relationship between the  
207 secured party and the landlord shall be governed by the rental agreement previously signed by  
208 the tenant and the landlord unless otherwise agreed, except that the term of the rental agreement  
209 shall convert to a month-to-month tenancy. No waiver is required to convert the rental  
210 agreement to a month-to-month tenancy. Either the landlord or the secured party may terminate  
211 the month-to-month tenancy upon giving written notice of ~~thirty~~ at least 30 days ~~or more~~. The  
212 secured party and the landlord are not required to execute a new rental agreement. Nothing in  
213 this section shall be construed to be a waiver of any rights by the tenant.



214           **Drafting note: In subsection B, the term "lease" is changed to use the defined tem**  
215 **"rental agreement." The definitions in existing subsections E and F for "reasonable**  
216 **charges in addition to rent," "secured party," and "security interest" are relocated to**  
217 **proposed § 55.1-xxx [55-248.41], the section of chapter-wide definitions. Incorrect citations**  
218 **are corrected in subsections D and E, and technical changes are made.**

219           § ~~55-248.45~~ 55.1-xxx. Demands and charges prohibited; access by authorized occupants  
220 and tenant's guests or invitees; purchases by manufactured home owner not restricted;  
221 exception; conditions of occupancy.

222           A. A landlord shall not demand or collect:

223           1. An entrance fee for the privilege of leasing or occupying a manufactured home lot;

224           2. A commission on the sale of a manufactured home located in the manufactured home  
225 park, unless the tenant expressly employs him to perform a service in connection with such sale,  
226 but no such employment of the landlord by the tenant shall be a condition or term of the initial  
227 sale or rental;

228           3. A fee for improvements or installations on the interior of a manufactured home, unless  
229 the tenant expressly employs him to perform a service in connection with such ~~entrance;~~  
230 ~~installation, improvement or sale~~ improvements or installations;

231           4. A fee, charge, or other thing of value from any provider of cable television service,  
232 cable modem service, satellite master antenna television service, direct broadcast satellite  
233 television service, subscription television service, or service of any other television  
234 programming system in exchange for granting a television service provider mere access to the  
235 landlord's tenants or giving the tenants of such landlord mere access to such service. A landlord  
236 may enter into a service agreement with a television service provider to provide marketing and  
237 other services to the television service provider, designed to facilitate the television service  
238 provider's delivery of its services. Under such a service agreement, the television service  
239 provider may compensate the landlord for the reasonable value of the services provided, and for  
240 the reasonable value of the landlord's property used by the television service provider.

241 No landlord shall demand or accept any such payment from any tenants in exchange  
242 ~~therefor for such services~~, unless the landlord is itself the provider of the service. ~~Not, nor~~ shall  
243 any landlord discriminate in rental charges between tenants who receive any such service and  
244 those who do not. Nothing ~~contained herein in this subdivision~~ shall prohibit a landlord from  
245 requiring that the provider of such service and the tenant bear the entire cost of the installation,  
246 operation, or removal of the facilities incident ~~thereto~~ to such installation, operation, or removal,  
247 or prohibit a landlord from demanding or accepting reasonable indemnity or security for any  
248 damages caused by such installation, operation, or removal; or

249 5. An exit fee for moving a manufactured home from a manufactured home park.

250 B. An authorized occupant or guest or invitee of the tenant shall have free access to the  
251 tenant's manufactured home site without charge or registration.

252 C. A manufactured home owner shall not be restricted in his choice of vendors from  
253 whom he may purchase his (i) manufactured home, except in connection with the initial leasing  
254 or renting of a newly constructed lot not previously leased or rented to any other person, or (ii)  
255 goods and services. However, nothing in this chapter shall prohibit a landlord from prescribing  
256 reasonable requirements governing, as a condition of occupancy, the style, size, or quality of the  
257 manufactured home, or other structures placed on the manufactured home lot.

258 **Drafting note: The term "authorized occupant" is added and "guest or invitee" is**  
259 **used instead of "invitee" in the catchline and in subsection B for conformity throughout**  
260 **the subtitle. The terms "entrance" and "sale" are deleted from subdivision A 3 because**  
261 **fees related to sales are discussed in subdivision A 2 and reference to an entrance fee was**  
262 **incorrect. The terms "improvements or installations" are reordered for internal**  
263 **consistency. Technical changes are made.**

264 § ~~55-248.45-1~~ 55.1-xxx. Charge for utility service.

265 Notwithstanding the provisions of § ~~56-245.3~~ 55.1-xxx, a park owner-landlord who  
266 purchases from a publicly regulated utility any electricity, gas, or other utility service, including  
267 water and sewer services, for resale or pass-through to a resident-tenant may not charge for the

268 resale or pass-through of such service an amount that exceeds the amount permitted under the  
269 provisions of § ~~55-226.2~~ 55.1-xxx.

270 **Drafting note:- The term "resident," which is not a defined term, is changed to the**  
271 **defined term "tenant." The term "landlord" is used instead of "park owner" for**  
272 **consistency with the chapter-wide definition.**

273 § ~~55-248.46~~ 55.1-xxx. Termination of tenancy.

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

284 B. If the termination is due to rehabilitation or a change in the use of all or any part of a  
285 manufactured home park by the landlord, a 180-day written notice is required to terminate a  
286 rental agreement. ~~Changes shall include, but not be limited to,~~ As used in this subsection,  
287 "change" includes conversion to hotel, motel, or other commercial use; planned unit  
288 development; rehabilitation; demolition; or sale to a contract purchaser. This 180-day notice  
289 requirement shall not be waived; however, a period of less than 180 days may be agreed upon  
290 by both the landlord and tenant in a written agreement separate from the rental agreement ~~or~~  
291 ~~lease~~ executed after such notice is given and applicable only to the 180-day notice period.

292 **Drafting note: In subsection B, "but not limited to" is removed following the term**  
293 **"include" on the basis of § 1-218, which states, "'Includes' means includes, but not limited**  
294 **to," and technical changes are made.**

295 § ~~55-248.46-1~~ 55.1-xxx. Waiver of landlord's right to terminate.

296 Unless the landlord accepts the rent with reservation, and gives a written notice to the  
297 tenant of such acceptance within five business days of receipt of the rent, acceptance of periodic  
298 rent payments with knowledge in fact of a material noncompliance by the tenant shall constitute  
299 a waiver of the landlord's right to terminate the rental agreement. Except as provided in § ~~55-~~  
300 ~~243~~ 55.1-xxx, if the landlord has given the tenant written notice that the rent payments have  
301 been accepted with reservation, the landlord may accept full payment of all rent payments and  
302 still be entitled to receive an order of possession terminating the rental agreement.

303 **Drafting note: No change.**

304 § ~~55-248.47~~ 55.1-xxx. Sale or lease of manufactured home by manufactured home  
305 owner.

306 ~~The No~~ landlord shall ~~not~~ unreasonably refuse or restrict the sale or rental of a  
307 manufactured home located in his manufactured home park by a tenant. ~~The No~~ landlord shall  
308 ~~not~~ prohibit the manufactured home owner from placing a "for sale" sign on or in ~~his~~ the  
309 owner's home except that the size, placement, and character of all signs are subject to the rules  
310 and regulations of the manufactured home park. Prior to selling or leasing the manufactured  
311 home, the tenant shall give notice to the landlord, including, ~~but not limited to,~~ the name of the  
312 prospective vendee or lessee if the prospective vendee or lessee intends to occupy the  
313 manufactured home in that manufactured home park. The landlord shall have the burden of  
314 proving that his refusal or restriction regarding the sale or rental of a manufactured home was  
315 reasonable. The refusal or restriction of the sale or rental of a manufactured home ~~based~~  
316 exclusively or predominantly on the basis of the age of the home shall be considered  
317 unreasonable. Any refusal or restriction ~~because on the basis~~ of race, color, religion, national  
318 origin, familial status, elderliness, handicap, or sex shall be conclusively presumed to be  
319 unreasonable.

320 **Drafting note: The first sentence of the section is recast in affirmative form**  
321 **consistent with current drafting practice. The term "manufactured home park" is used**

322 **instead of "park" for consistency with chapter-wide definitions. The term "but not limited**  
323 **to" is removed following "including" on the basis of § 1-218, which states, "'Includes'**  
324 **means includes, but not limited to." Technical changes are made.**

325 § ~~55-248.48~~ 55.1-xxx. Other provisions of law applicable.

326 Sections ~~55-248.6~~ 55.1-xxx, ~~55-248.8~~ 55.1-xxx, ~~55-248.9~~ 55.1-xxx, ~~55-248.12~~ 55.1-xxx,  
327 ~~55-248.14~~ 55.1-xxx, ~~55-248.15:1~~ 55.1-xxx, ~~55-248.17~~ 55.1-xxx, ~~55-248.21~~ 55.1-xxx through  
328 ~~55-248.33~~ 55.1-xxx, ~~55-248.35~~ 55.1-xxx, ~~55-248.36~~ 55.1-xxx, and ~~55-248.40~~ 55.1-xxx ~~of the~~  
329 ~~Virginia Residential Landlord and Tenant Act~~ shall, insofar as they are not inconsistent with this  
330 chapter, apply, mutatis mutandis, to the rental and occupancy of a manufactured home lot.

331 **Drafting note: Technical changes.**

332 § ~~55-248.49~~ 55.1-xxx. ~~Power Authority~~ of local governments over manufactured home  
333 parks.

334 The governing body of ~~every county, city, and town~~ any locality may adopt ordinances  
335 to enforce the obligations imposed on landlords by § ~~55-248.43~~ 55.1-xxx.

336 **Drafting note: The phrase "county, city, and town" is replaced by "locality" on the**  
337 **basis of § 1-221, which states that "'locality' means a county, city, or town as the context**  
338 **may require."**

339 § ~~55-248.50~~ 55.1-xxx. Retaliatory conduct prohibited.

340 A. Except as provided in this section, or as otherwise provided by law, a landlord shall  
341 not retaliate by selectively increasing rent or decreasing services or by bringing or threatening to  
342 bring an action for possession after ~~he~~ the landlord has knowledge that: (i) the tenant has  
343 complained to a governmental agency charged with responsibility for enforcement of a building  
344 or housing code of a violation applicable to the premises materially affecting health or safety;  
345 (ii) the tenant has made a complaint to or filed a suit against the landlord for a violation of any  
346 provision of this chapter; (iii) the tenant has organized or become a member of a tenants'  
347 organization; or (iv) the tenant has testified in a court proceeding against the landlord.

348 B. The landlord shall be deemed to have knowledge of a fact if he has actual knowledge  
349 of it; he has received a notice or notification of it; or, from all the facts and circumstances  
350 known to him at the time in question, he has reason to know that it exists.

351 C. Notwithstanding the provisions of subsections A and B ~~of this section~~, a landlord may  
352 terminate the rental agreement pursuant to subsection A of § ~~55-248.46~~ 55.1-xxx and bring an  
353 action for possession if:

354 1. Violation of the applicable building and housing code was caused by lack of  
355 reasonable care by the tenant ~~or a member of his household, an authorized occupant, or a guest~~  
356 ~~or a person on the premises with his consent~~ invitee of the tenant;

357 2. The tenant is in default in rent; or

358 3. The tenant is in default of a provision of the rental agreement materially affecting the  
359 health and safety of ~~himself~~ the tenant or others.

360 **Drafting note: The defined term "guest or invitee" is added for clarity and**  
361 **consistency in place of "a person on the premises with his consent. Technical changes are**  
362 **made.**

363 § ~~55-248.50-1~~ 55.1-xxx. Eviction of ~~resident~~ tenant.

364 A ~~manufactured home park owner or operator~~ landlord may ~~only~~ evict a ~~resident~~ tenant  
365 only for:

366 1. Nonpayment of rent;

367 2. Violation of the applicable building and housing code caused by a lack of reasonable  
368 care by the tenant ~~or~~ a member of ~~his~~ the tenant's household, or a ~~person on the premises with~~  
369 ~~his consent~~ guest or invitee of the tenant;

370 3. Violation of a federal, state, or local law or ordinance that is detrimental to the health,  
371 safety, and welfare of other ~~residents~~ tenants in the manufactured home park;

372 4. Violation of any rule or provisions of the rental agreement materially affecting the  
373 health, safety, and welfare of ~~himself~~ the tenant or others; or

374 5. Two or more violations of any rule or provision of the rental agreement occurring  
375 within a six-month period.

376 **Drafting note: In the first paragraph, the phrase "manufactured home park owner**  
377 **or operator" is replaced with the defined term "landlord" and the word "resident" is**  
378 **replaced with the defined term "tenant." In subdivision 2, the phrase "person on the**  
379 **premises with this consent" is replaced with the defined term "guest or invitee." In**  
380 **subdivision 3, the word "park" is replaced with the defined term "manufactured home**  
381 **park." Technical changes are made.**

382 § ~~55-248.50:2~~ 55.1-xxx. Right to sell manufactured home upon eviction.

383 A ~~resident-tenant~~ who has been evicted from a manufactured home park shall have  
384 ~~ninety~~ 90 days after judgment has been entered in which to sell the manufactured home or  
385 remove the manufactured home from the manufactured home park. Such ~~resident-tenant~~ shall be  
386 responsible for paying the rental amount and for regular maintenance of the manufactured home  
387 lot during the period between the date of eviction and the sale of the manufactured home or the  
388 removal of the manufactured home from the manufactured home park. Such right to keep the  
389 manufactured home in the manufactured home park shall be conditioned upon the payment of  
390 all rent accrued prior to the date of judgment and prospective monthly rent as it becomes due.  
391 During such term, a secured party shall be liable for such charges as provided in § ~~55-248.44:1~~  
392 55.1-xxx. The manufactured home park owner shall have a lien on the manufactured home to  
393 the extent that such rental payments are not made. Any sale of the manufactured home shall be  
394 subject to the rights of any secured party having a security interest in the home, and the lien  
395 granted to the manufactured home park owner under this section shall be subject to any such  
396 security interest.

397 **Drafting note: The word "park" is clarified by the defined term "manufactured**  
398 **home park," the word "home" is clarified by the defined term "manufactured home," and**  
399 **the word "resident" is clarified by the defined term "tenant." A technical change is made.**

400 § 55.1-xxx. Transfer of deposits upon purchase.

401 The manufactured home owner shall transfer any security deposits and any accrued  
402 interest on the deposits in his possession to the new owner at the time of the transfer of the  
403 rental property.

404 **Drafting note: This proposed section is based on existing § 55-507, which is**  
405 **relocated to Chapter XX [1] as § 55.1-xxx because it also applies to the rental of**  
406 **manufactured homes.**

407 § ~~55-248.51~~ 55.1-xxx. Penalties for violation of chapter.

408 If the landlord acts in willful violation of ~~§§ 55-248.43~~ § 55.1-xxx, ~~55-248.45~~ 55.1-xxx,  
409 ~~55-248.47~~ 55.1-xxx, or ~~§ 55-248.50~~ 55.1-xxx or if the landlord fails to provide a written, dated  
410 lease rental agreement, the tenant is entitled to recover from the landlord an amount equal to the  
411 greater of either the tenant's monthly rental payment at the time of the violation, or actual  
412 damages and reasonable ~~attorney's~~ attorney fees.

413 **Drafting note: Technical changes.**

414 § ~~55-248.52~~ 55.1-xxx. Injunctive relief.

415 The attorney for any ~~county, city, or town~~ locality may file an action for injunctive relief  
416 for violations of this chapter.

417 **Drafting note: The existing phrase "county, city, and town" is replaced with**  
418 **"locality" on the basis of § 1-221, which states, "'Locality' means a county, city, or town as**  
419 **the context may require."**

420 #