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Manufactured Home Lot Rental Act - 2021

What does the Manufactured Home Lot Rental Act Cover?

The Manufactured Home Lot Rental Act (MHLRA) covers landlords that lease manufactured homes and/or manufactured home lots in manufactured home parks.

Who is considered a landlord?

A landlord is any owner of a manufactured home park, or a manager of the park if the manager will not give out the name of the owner. A landlord can also be someone who leases part of the park from the owner and then leases that part to someone else.

What is considered a manufactured home?

A manufactured home is a structure 8 or more feet wide, or 40 or more feet long, or 320 or more square feet when assembled, which is built to be used as a dwelling (a place where someone would live). It must be built on a permanent chassis and have plumbing, heating, electrical, and other utility systems in it.

What is a manufactured home lot?

It is piece of land within a manufactured home park, which is intended to hold one manufactured home for the exclusive use of the people who live in it.

When is a manufactured home park covered by the MHLRA?

If the park is on land that is owned by the same owner or owners and there are 5 or more manufactured homes on it which are used regularly for non-recreational use, it is covered by the MHLTA. Homes used for storage, to show to sell, or which the owner of the park lives in are not counted in that number.

Does the landlord have to give me a written lease?

The MHLRA requires a written lease with all terms of the rental of the mobile home lot. The landlord must give the tenant a copy of the signed lease, along with a copy of the MHLRA or a description of the laws in the MHLRA, within 7 days after the tenant signs the lease.

Are there certain things that must be in the lease?

The lease terms should not violate the MHLRA and should not prevent the tenant from selling the mobile home. The only regular allowable charges in the lease should be rent, utility charges and reasonable charges for services supplied by the landlord.

Must the lease be for any certain time period?

The MHLRA requires the landlord to offer you a one year lease. The one year lease should automatically renew for another year unless the landlord or the tenant gives 60 days or more written notice to the other, before the lease is over. The landlord may offer shorter leases than a year and may offer a month-to-month lease, but the tenant is supposed to have the choice between the one year lease and the shorter lease.

What if the landlord does not offer me a written lease or a one year lease term?

You may wish to contact your legal aid office or a private attorney. Some tenants have been successful in going to court and asking the judge to require the landlord to offer a one year lease and to provide the tenant a copy of the written lease.

Are there certain fees that a landlord cannot charge?

A landlord may not charge an entrance fee. The landlord may not charge a commission if the tenant sells the mobile home, unless the tenant hired the landlord to assist with the sale. The landlord cannot charge an exit fee before a tenant moves. The landlord cannot charge a fee from a company that offers cable TV or charge the tenant a fee for just having cable TV.

What if the landlord wants to stop renting to me?

If your lease is for 60 days or more, the landlord must give at least a 60 day written notice unless the lease requires a longer period. There are separate rules that apply to landlords who also sold the mobile home to the tenant. In those cases, the landlord must renew the lease unless there is good cause to evict the tenant. There are also separate rules that apply if the landlord wants you to move because all or part of the park is going to be used for something other than a mobile home park in the future. If the landlord wants you to move in order to change the use of the mobile home park, he must give you at least 180 days' written notice.

Starting July 1, 2020, a mobile home park owner who wants to sell the park must give 90 days' advance written notice of the asking price to each resident, and to the Department of Housing and Community Development (DHCD) for posting on its website. If the park owner gets an offer, the owner must give 60 days' advance written notice of that offer to each resident, and to DHCD for posting on its website. During those 60 days, the park owner must consider offers from a resident group representing at least 25 percent of the park residents.

Also starting July 1, 2020, a mobile home park owner who wants to sell or redevelop the park for another use must – within the 180-day period – give each resident \$2,500 in relocation

expenses. In Planning District 8 (most of northern Virginia), this amount is \$3,500. Payment of relocation expenses is subject to an agreement between the owner and resident that the resident will remove the home from the park.

When can a landlord evict me from a mobile home park during the lease term?

Landlords that are covered by the Manufactured Home Lot Rental Act (MHLRA) can only evict a tenant for certain reasons and at certain times. This is not true for mobile home parks that are not covered by the MHLRA.

Under the MHLRA, if the lease is not up, why may the landlord evict me?

The landlord may only evict you for late or non-payment of rent, violations of certain building codes, violations of certain laws, or violations of rules or lease terms that affect health, safety or welfare. The landlord can also evict you if you have two or more violations of any lease provision or rule within a six month period. As with any other rental situation, the landlord must go to court to evict you and you may present a defense to the eviction action.

What if the landlord knows I have violated the lease or law, but continues to accept rent from me?

If the landlord accepts rent, knowing that you have violated the lease, he should not be able to evict you unless he gives you a written reservation of rights notice. The notice must say the landlord is accepting your rent with reservation and is not waiving (giving up) the right to evict you. If the landlord accepts your rent and does not give you a valid written reservation of rights notice, he should not be able to evict you on the basis of that lease violation. If this situation comes up and the landlord still takes you to court, you should call legal aid right away.

How long do I have to remove my mobile home from the mobile home park if the judge says that I have to leave the park?

If you live in a park that is covered by the MHLRA, you have 90 days from the date the judge entered the court order telling you that you must leave the park, to either move your mobile home from the park or sell it.

Can I stay in the mobile home during that 90 day period?

No, you must leave as of the date stated on the Writ of Possession served by the Sheriff, but the mobile home may stay. Starting July 1, 2020, a mobile home park resident who has been evicted may rent the mobile home to a tenant, who will pay lot rent to the park owner, and mobile home rent to the mobile homeowner.

Are there any other conditions I must meet in order to have my mobile home stay?

Yes, you must pay all rent that was due at the time the judge entered the eviction order and you must also pay all monthly lot rent as it becomes due and maintain the home lot.

What happens if I do not pay?

The company that financed your mobile home and has a lien on it will be sent a notice about this. That company will have a responsibility for the charges during the 90 day period but will likely take action to repossess the home if you do not pay. Also, the mobile home park will have a lien on the mobile home for the rental payments that are not made during the 90 day period. That lien will be second to the rights of your lender.

Can the park owner stop me from trying to sell the mobile home?

The park owner cannot unreasonably stop you from putting a for sale sign on the home but may have rules about the size and type of sign allowed and where it is placed.

What do I have to do if I find a possible buyer for the home?

You will have to give written notice to the landlord with the name of the possible buyer if that buyer wants to leave the mobile home on that lot and rent the lot. The buyer will have to meet the regular qualifications that the park has for all tenants who wish to rent there, such as financial ability to pay the lot rent. The landlord may require that certain repairs be made to the home if those are repairs that the landlord would require of any tenant in that mobile home park. The park owner cannot refuse to allow the sale and continued rental of the lot just because the mobile home is old. The park owners also cannot refuse to rent to the potential buyer due to the buyer's race, color, religion, national origin, sex, family status (having children under 18, or being a pregnant female), elderliness (55 or older), disability, source of funds, sexual orientation, gender identity, or military status.

Can the park owner charge me or my buyer an exit fee if the home is moved out of the park?

No. However, if anything belonging to the park is damaged during the move, there could be charges for that.

What if I just abandon the mobile home?

If the mobile home has a lien and security interest on it, the landlord should send notice of the abandonment and what is or will be owed in rent and other charges to the lender and to you. The lender will have a certain amount of time to remove the home and/or dispose of the home according to law.

What if I rent a home or a lot in a park that has less than 5 lots for rent?

That park will not be covered by the MHLTA. However, the landlord still will be covered by Virginia common law and still will have to go to court to evict you. You may also have other rights under Virginia common law.