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Manufactured Home Lot Rental Act - 2026

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 cannot violate the MHLRA and cannot prevent the tenant from selling the mobile home. The only allowable recurring charges in the lease are rent, utility charges and reasonable charges for services or facilities supplied by the landlord.

Must the lease be for any certain time period?

The MHLRA requires the landlord to offer a lease that is at least one year long. The landlord may also offer leases shorter than a year, including a month-to-month lease. But a tenant must have the option to choose a lease that is at least one year long and has the same terms and conditions as any shorter leases which are offered.

A lease that is at least one year long will automatically renew with the same terms for another year unless the tenant gives at least 60 days written notice to the landlord that they are not renewing the lease or the landlord gives at least 60 days written notice of any changes to the terms of the lease. If the landlord gives notice of changes to the lease terms, the tenant has 30 days to accept the new terms or provide written notice that they do not agree to the changes and will not renew the lease with the changes.

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 manufactured home, unless the tenant hired the landlord to assist with the sale. The landlord cannot charge an exit fee for moving a manufactured home from the manufactured home park. The landlord cannot charge a fee for improvements or installations on the exterior of a manufactured home, unless the tenant hired the landlord to perform a service related to those improvements or installations. The landlord cannot charge an access fee to a company that offers cable TV or charge the tenant a fee just for 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 when the seller of a manufactured home to a tenant and the tenant's landlord have the same owners, officers, or are immediate family members. 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.

Residents have a right of first refusal (an option to buy the park) if a manufactured home park owner wants to sell the park. A manufactured home park owner who agrees to sell the park must give written notice of the sale price to each resident, to the city or county where the park is located, and to the Department of Housing and Community Development (DHCD) for posting on its website. A resident, group of residents, or the locality then have 15 days to provide written notice to the owner of the manufactured home park owner that they intend to exercise their right of first refusal and buy the park. That resident, group of residents, or locality then has 60 days to purchase the park at the same price and substantially similar terms and conditions. The owner of the park must also negotiate in good faith and consider other offers to purchase the park with different terms.

If a manufactured home park owner sells the park to a buyer that is going to redevelop the park and change its use, the landlord must provide each homeowner in the park $5,000 for relocation expenses within the 180-day notice period.

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 MHRLA, 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 for 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 manufactured home may stay. Starting July 1, 2020, a manufactured home park resident who has been evicted may rent the manufactured home to a new tenant, who will pay lot rent to the park owner, and mobile home rent to the mobile homeowner. However, that new tenant must be approved by the owner of the manufactured home park.

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. The mobile home park 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, you could be charged for those damages.

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.

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