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MOBILE HOME OWNERSHIP AND LOT RENTALS

This information is intended for those who own their mobile home and rent the lot on which it sits in a mobile home park.

Under Virginia law, tenants have certain rights when they move in, while they are renting, and before they can be evicted. The specific rights you have as a mobile home lot renter are covered by the Manufactured Home Lot Rental Act (MHLRA). The laws in Virginia call them “manufactured” homes, but they’re most commonly called “mobile” homes, and that’s the term we’ll use for this handout.

Throughout this handout we will tell you what general rights you have as a mobile home lot renter. We will explain what is covered by the MHLRA. If you are not covered by the MHLRA, there may be other laws that give you certain rights and protections.

WHAT THE MHLRA COVERS

The Manufactured Home Lot Rental Act (MHLRA) covers the lease of manufactured home lots in manufactured (mobile) home parks.

A landlord is any owner of a mobile 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.

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A mobile home is a structure 8 or more feet wide, and 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.

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

If there are 10 or more mobile homes in the park which are used regularly for non-recreational use, then the rental of lots in the park is covered by the MHLRA. Homes used for storage, to show or sell, or which the owner of the park lives in are not counted in that number.

If you rent a lot in a park that has fewer than 10 lots for rent, the park will not be covered by the MHLRA. However, the landlord will be covered by the landlord-tenant law in Virginia.

Rental of the mobile home itself is covered by the usual landlord-tenant laws. Rental of a lot in a mobile home park with 10 or more mobile homes is covered by the MHLRA. Therefore, if you're renting the home and the lot, you will have rights and responsibilities under two sets of laws.

LEASE AGREEMENTS

The MHLRA requires that all terms controlling the rental of a mobile home lot be in a written lease agreement. A lease is a contract stating what the landlord will do and what you as the renter will have to do. The landlord is required to give the tenant a copy of the signed agreement, along with a copy of the MHLRA or a clear description of the laws in the MHLRA, within 7 days after the tenant signs the lease. If the landlord fails to give you a written, dated, signed lease, then you may be able to sue for at least one month's rent or other actual damages that you can prove, whichever is greater.

The MHLRA states that the landlord must offer you a lease of at least one year, but the lease does not have to be for a year. The lease may be shorter than one year and may be a month-to-month lease. The MHLRA says that the tenant must be given a choice of a one-year or a shorter lease to be agreed upon with the landlord. A one-year lease will be automatically renewed for another one year with the same terms unless the landlord gives written notice to the tenant of any changes in the lease at least 60 days before the lease ends.

If the landlord does not offer you 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 with a copy of the written lease.

Under the MHLRA, the written lease cannot require the tenant to:

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- Agree to waive rights or remedies provided under the Virginia Residential Landlord and Tenant Act (VRLTA); [the VRLTA covers most rentals of dwellings in VA.]
- Agree to remove or limit the landlord from liability to the tenant arising under law;
- Agree to both the payment of a security deposit and the purchase of a bond or insurance policy by the tenant to comply with the terms and conditions of a rental agreement, if the total of the security deposit and the bond or insurance premium exceeds the amount of two months' periodic rent;
- Agree to pay the landlord's attorney's fees except as provided under the MHLRA and the VRLTA;
- Waive rights to have disputes between the landlord and tenant decided in court.

Within the written lease, there are also certain fees that a landlord cannot charge. The prohibited fees include:

- An entrance fee for the privilege of leasing or occupying a lot.
- A commission if the tenant sells the mobile home, unless the tenant hired the landlord to assist with the sale.
- An exit fee before a tenant moves.
- A fee to get access to services from a company that offers cable or satellite TV.

IMPORTANT TIP: If you and the landlord agree to something that is not written in the lease, for example, specific repairs the landlord will make, add it to the lease and have both you and the landlord initial it. If there's a written lease and an oral agreement "on the side," only the written terms are usually enforceable.

SECURITY DEPOSITS

Under the MHLRA, a landlord can require you to give a security deposit even if you are only renting the lot. The same rules and conditions apply to security deposits for mobile home lots as for rental of an apartment under the Virginia Residential Landlord and Tenant Act (VRLTA). Under both the MHLRA and the VRLTA, the following terms and conditions apply to security deposits:

- the security deposit can't exceed two months' rent;
- the deposit must be returned, or an explanation of why it's being withheld must be given, within 45 days after the lease terminates; and
- the deposit can only be applied to unpaid rent, reasonable late fees, and damage beyond normal wear and tear.

If the initial lease was for one year and it automatically renewed for another year, the security deposit cannot be increased, nor can the landlord require an additional security deposit for the new year.

REPAIRS AND MAINTENANCE

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Under the MHLRA, unless properly agreed otherwise, all landlords must do the following things:

- Follow all laws governing health, zoning, and safety laws related to mobile home parks.
- Make repairs and keep the mobile home park in fit and livable condition, including clean and safe common areas that are provided for use by two or more tenants.
- Provide access to electric, water, and sewage disposal connections for each lot. If the landlord plans to temporarily stop these services, such as for repairs or cleaning, then the landlord must give at least 48 hours notice to tenants who would be affected.
- Maintain in good working order any electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities or appliances supplied by the landlord.
- Provide appropriate garbage cans or dumpsters, and arrange for removal of garbage from the park, unless door-to-door garbage and waste pickup is available in the park.

Under the MHLRA, all tenants must do the following things:

- Follow the terms of the lease, as well as all reasonable rules and regulations of the landlord, whether they're part of the lease or a separate list.
- Use your mobile home only as a dwelling place, unless you have some other written agreement with the landlord.
- Do not disturb your neighbors' peaceful use and enjoyment of their own space. This includes making sure that your guests do not disturb the neighbors either.
- Keep the exterior of your home and the lot as safe and clean as you can.
- Put all garbage and waste in cans or dumpsters provided by the landlord, or if door-to-door garbage pickup is available, then provide your own receptacles and put your garbage in them.
- Responsibly use any common facilities or appliances provided for the park by the landlord, and make sure your guests do the same.

If something needs to be repaired that is the landlord's responsibility, you must notify the landlord in writing of the problem and give him or her a reasonable time to fix it. If it is an emergency, such as lack of heat or water, your landlord should fix it immediately. This means within hours, or at most a day or two. Other repairs must be made within a reasonable time. Your letter should specify the repairs needed and a time by which to fix each problem. You must give your landlord access to your home to make repairs, so you may also want to put in the letter what times of day are best for you or how the landlord can reach you for permission to enter the premises. If the landlord does not do these things, you can recover one month's rent, or actual damages plus attorney's fees, whichever is greater.

TERMINATING OR ENDING YOUR TENANCY

If the landlord wants to stop renting to you, they must meet certain requirements under the MHLRA. If your lease is for 60 days or more, the landlord must give at least a 60 day written

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notice unless the lease requires a longer period. The lease may also allow for a shorter period of time. Remember to always follow the terms of the written lease. How often you pay rent determines the type of notice you must be given if you do not have a written lease. If you pay weekly, then the landlord only has to give you a one week notice, if you pay rent monthly then the landlord must give you a 30 day notice, and so on. If you would like to terminate the lease, you must give the same amount of notice as the landlord would be required to give to you. You should check the terms of your lease to see what it allows for terminating the lease and how much notice must be given.

There are separate rules that apply to landlords who 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, they must give you at least 180 days written notice.

Remember, if you move out or are evicted before the lease term is up, then you can be held responsible for rent until the lease term expires or the unit is re-rented. However, if the landlord re-rents the property, you would no longer owe rent for the months after the property is re-rented. A landlord cannot collect rent twice for the same property.

BREACH OF LEASE

Under the MHLRA, if the landlord has breached the lease by not complying with a material provision of the lease, you may contact the housing inspector to report the violation if it affects the health, safety, or habitability. However, the landlord may not threaten to raise your rent or evict you in response. This is called “retaliation,” and it’s illegal for the landlord to do that.

If you are not covered by the MHLRA, you may still be covered by the VRLTA. Under the VRLTA, if either you or the landlord breaches the lease for a reason other than non-payment of rent, a notice can be sent stating that if the problem is not corrected within 21 days, the lease will terminate in 30 days.

Even if you correct the problem, if the same problem happens again, the landlord does not have to give you another 21 day time period to fix the problem, but rather can simply serve you with a 30 day notice. If the breach of the lease is not capable of being corrected, then a straight 30 day notice can be sent.

If you fail to pay the rent or other charges on time, the landlord can try to end your tenancy by sending you a five day pay or quit notice. If you pay all the money requested within the five day period your lease will not be terminated.

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If you commit a criminal or willful act that is a threat to health, safety, and welfare of the landlord or others, the landlord is not required to send a notice to terminate your tenancy, but rather can simply proceed with filing a court action for possession.

IMPORTANT TIP: Even if the time period has run out on any notice to terminate your tenancy, the landlord cannot lock you out, enter the home without notice, deny access to your home or shut off utilities to force you out. Rather, they must first take you to court, get a judgment of possession, and get a court ordered writ of possession.

EVICITION

Landlords that are covered by the 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, the landlord may still evict you for certain reasons. The landlord may only evict you for:

- late or non-payment of rent;
- violations of certain building codes;
- violations of certain laws;
- violations of rules or lease terms that affect health, safety, or welfare of the landlord or others; or
- if you have 2 or more violations of any lease provision or rule within a 6 month period.

IMPORTANT NOTE: Landlords may charge a \$50 processing fee for a bad rent check.

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.

If the landlord wants to evict you, s/he must first give you at least 5 days written notice. If the eviction is for non-payment or late payment of rent, damages, or other charges, it is generally referred to as a 5 day “pay or quit notice”.

If you do not pay or vacate within the 5 days, then the landlord must serve you with a Summons in Unlawful Detainer. This must be served on you at least 5 days before the court hearing.

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 reservation of rights notice within 5 business days of receipt of the rent. The notice would say that he is accepting your rent but still intends to end the lease. If the landlord accepts your rent and does not give you a reservation of rights notice within 5 days of receiving your rent, 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 obtain legal assistance right away.

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The landlord cannot forcibly evict you by turning off your utilities, padlocking your mobile home, or removing your home from the lot. These are called “self-help” attempts to evict or lock you out and they are illegal. The landlord must go through the proper legal process, including court action if necessary, so that you will have a chance to defend yourself against the landlord’s claims. If your landlord tries to do any of these things, you should call the sheriff.

Under the MHLRA, if a judge has entered a court order telling you that you must leave the park, you have 90 days from the date the judge entered the court order to either move your mobile home from the park or sell it, but only if you’re current in your rent. This provision applies only if you live in a park covered by the MHLRA. You may not stay in the mobile home during the 90 day period. You must leave as of the date stated on the Writ of Possession served by the Sheriff, but the mobile home may stay.

If you just abandon the mobile home during the 90 day period and 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.

IMPORTANT TIP: Simply making some payments to the landlord after the judgment will not stop the eviction process. The landlord can take your money and still proceed unless everything you owe has been paid and a new tenancy created. Even then, check with both the landlord and the sheriff’s department to make sure that the eviction has not been cancelled.

IMPORTANT TIP: In order to leave your home on the lot for 90 days, you must pay all rent that was due at the time the judge entered the eviction order and you must continue to pay all monthly lot rent as it becomes due. You must also maintain the home lot during this period.

If you do not pay rent during the 90 day period, the company that financed your mobile home and has a lien on it will be sent a notice about the eviction. That company will have 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.

SELLING YOUR MOBILE HOME

If you would like to sell the mobile home, the park owner cannot unreasonably stop you from placing a “for sale” sign on the home but may have rules about the size or type of sign allowed and where it is placed.

Once you have located a possible buyer for the mobile 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

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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, familial status, elderliness, handicap or sex.

MOVING YOUR MOBILE HOME

Remember, the park owner may not charge you or your buyer an exit fee if the home is moved out of the park. However, if anything belonging to the park is damaged during the move, there could be charges for the damages.

Moving your home can be a timely and costly process. Because manufactured homes are so large, you must obtain a hauling permit in order to transport them on the highways. If you are able to haul your manufactured home by yourself, or have hired a driver, the Virginia DMV provides you with the ability to apply for a hauling permit online. There are three different types of permits:

1. Single Trip Permit: One move between origin and destination
 - Cost: \$20
 - Note: A mileage fee of ten cents per mile is added if overweight or if the vehicle configuration cannot be licensed in Virginia. Mobile homes and Manufactured housing will pay a flat fee of \$1.00 in lieu of the ten cents per mile fee.

2. Blanket Permit: Multiple moves over a specified period of time.
 - Cost: \$100 for one year; \$200 for two years.
 - Note: A mileage fee of \$40 per year per year is added if overweight or if the vehicle configuration cannot be licensed in Virginia (Mobile homes and Manufactured homes included).

3. Superload Permit: The overall size and or weight of the vehicle configuration requires research and analysis.
 - Cost: \$30
 - Note: A mileage fee of ten cents per mile is added if overweight or if the vehicle configuration cannot be licensed in Virginia. A \$4.00 per structure/bridge research fee is added. Interstate-only moves count as one structure/bridge.

NOTE: Manufactured homes are not designed to be moved several times. Therefore, moving the home can place substantial stress on the home. It is recommended that you contact a professional manufactured home mover in your area. You may contact the DMV at (804) 497-7100 to obtain contact information for registered "property carriers."

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*****If your manufactured home is not structurally sound enough to move, you may have to consider selling or renting out rather than transporting the home*****

When to Move the Mobile Home

After you have obtained a hauling permit, there are several restrictions on what time of day and year you can transport your manufactured home on the highways. You should check with the Virginia DMV at (804) 497-7135 to find out these restrictions.

Additionally, you will have to arrange for an escort driver to accompany your manufactured home while it is being transported. Virginia law requires that the vehicle escort driver have a valid driver's license and be certified through the Virginia's Escort Vehicle Driver Certification Program. Virginia law also requires that escort vehicles meet certain requirements for lights, radio capability, and flagging. You should check the Virginia Hauling Permit Manual for a list of the specific requirements.

Preparing the Mobile Home for Moving

In preparing the mobile home for moving it is important to remember that your mobile home was designed for movement with factory-installed furniture/equipment only. The more weight added to the "basic" weight, the greater the chances for structural damage. The following items CANNOT be shipped in your mobile home:

- Hazardous materials;
- Gas bottles, oil barrels and similar materials;
- Outside central air conditioning window air units and/or heat pumps units not part of the trailer's manufactured equipment;
- Items such as pianos and electric organs;
- Lawn mowers;
- Fragile or antique furniture;
- Heavy freezers;
- Assembled or disassembled garden sheds, porches, swings, cabanas, skirting, fencing, and steps;
- Flower boxes/plants;
- Full aquariums;
- Water beds ****ALL WATER BEDS AND AQUARIUMS MUST BE COMPLETELY DRAINED;**
- Yard or porch furniture;
- Outside television antenna/disks; and
- Heavy tool chests.

Do not leave valuables, such as important documents, currency, money, jewels or jewelry, precious stones, furs, bonds, deeds, stock certificates or securities, stamp or coin collections, personal or business papers, safes, guns or any other articles of great value.

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Be sure to secure all items that will be transported inside the mobile home.

IT IS IMPORTANT TO NOT OVERLOAD!! Overloading during the movement of your home can contribute to problems such as buckled or popped panels, blown-out tires, broken axles, bent wheels and warped frames, and damage to other parts of the undercarriage. Charges resulting from overloading can be several thousand dollars, for which you are responsible.

Moving a Manufactured Home that has a Noted Violation

Whenever any manufactured home is moved from a local area before a noted violation has been corrected, the local code official shall make a prompt report of the circumstances to the Director of the Virginia Department of Housing and Community Development (DHCD) or his designee. The report must contain a list of uncorrected violations, all information pertinent to identification and manufacture of the home contained on the label and the data plate, where the home is being moved to, and the name of the person moving the home.

Constructing a Foundation for Home Placement

In addition to following the manufacturer's instructions and complying with local law, find out if the institution financing your home (or the rental community in which you place your home) has foundation requirements. The Federal Housing Administration (FHA) and Veterans Administration (VA) also have special foundation requirements.

If you place your home on your own property, you have the option of choosing from a number of different foundation types. Several types of foundations are available, from concrete slabs to full basements. Remember, local codes reflecting the different climates and soil conditions must be followed. A professional installer will know which foundation codes are required by local law or what is required by your financing institution.

Leveling Your Home

It is essential that an experienced crew installs your home to assure that it is leveled correctly. Leveling is one of the most important steps in setting up your home. It must be done according to the manufacturer's specifications. If your home is not level on its foundation, the weight of the home will not be distributed evenly. Poor leveling could result in such problems as doors that do not open and close easily or floors or walls that buckle.

IMPORTANT: If any problems do occur because your home was not properly leveled, the manufacturer's warranty will not cover the repairs. Remember, the manufacturer's warranty only covers problems resulting from faulty construction.

Make sure you walk through the home before the installation crew leaves to check for signs that your home may not be level.

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After installation has been completed and you have checked out the installed home, it is very important to periodically recheck the leveling of your home. This is important because, over time, such things as foundation supports may settle unevenly and create an un-level condition. Such conditions can, in extreme cases, cause serious damage to the walls and floors. Normally, you should recheck leveling about 60 to 90 days following installation and, perhaps, once a year after that.

Securing Your Home to the Foundation

To ensure that your home does not shift and become damaged, it must be anchored to the ground according to the manufacturer's instructions or as required by local codes. Anchoring should prevent severe winds from damaging your home. Although your home will come with instructions for properly securing it to its foundation, anchoring is not a do-it-yourself project. Talk with the mover about anchoring, and be sure that your home's installation includes this very necessary step.

Finishing Your Home

Once your home is secured to the foundation, finishing work may be needed, such as an enclosure around the crawl space or landscaping. If your home is a multi-section, finishing may include applying molding and joining carpet on the interior or completing work on the exterior siding.

Connecting Your Home to Utilities

Installation services should include connecting your home to the necessary water, electrical, gas, and sewage lines. If this is not included in your moving price, you will have to contract for these services yourself. You can obtain the information to arrange utility connections from the local government agency that oversees building permits.

Taking Possession of the Relocated Home

When you take possession of your relocated home, the first thing to do is to check it over thoroughly. It is important to discover problems early and report them to the installer immediately.

First, check to see that your home was installed properly. If you are present during installation, ask the installation crew manager to walk through your home with you to assist in identifying problems and to answer your questions.

Listed below are some areas you should check to make sure your home was installed properly.

1. Open and close all interior and exterior doors. If a door does not open and close smoothly, it may indicate a need for a minor hinge adjustment, but it also may be a sign that the home is not level. Immediately call this to the attention of the person responsible for installation.
2. Examine the entire house. Look at the walls, the floors, and the ceilings. Be certain that all faucets and appliances work.

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3. You will want to make your inspection of the home in an organized way. A good strategy is to inspect the outside of your home first and then check the interior, carefully going through each room. Many manufacturers provide a checklist in the owner's manual of items you should inspect. If one is provided, you should fill out the checklist as you make your inspection.
4. As you make your inspection, jot down on paper every item you think requires service. When you are finished, make copies of the list -- one for you, and one for your installer. It is also a good idea to put the date of your inspection on the list.

Addressing an Incorrect Installation

Manufactured homes are required to be set up in accordance with the Code. If your manufactured home was not correctly installed, you should contact the manufacturer, dealer, or contractor who installed the home immediately. If the problem is not remedied, you may have a claim that can be filed with the Manufactured Housing Transaction Recovery Fund. If you have homeowners insurance, the insurance company may also be responsible for paying damages that would be covered by the insurance policy.

EXAMPLE: In the event that a manufactured home is insured against damage caused by windstorm and subsequently sustains windstorm damage of a nature that indicated the manufactured home was not set up properly, the insurer issuing the homeowner's insurance policy on the manufactured home shall not be relieved from meeting the obligations specified in the insurance policy with respect to such damage on the basis that the manufactured home was not properly set-up.

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Free Legal information by Web and Phone: www.vlas.org and
1-866-LegalAid (534-5243)

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