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Mobile Home and Lot Rentals

This information is intended for those who rent a 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 renter and/or 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.

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

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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.

It is possible to be charged two separate security deposits, one for the mobile home, and one for the lot.

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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

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. This includes maintaining a carbon monoxide alarm installed by the landlord. The landlord must install a carbon monoxide alarm if the tenant requests it in writing, and it must be done within 90 days after the request is made. The landlord can charge the tenant a reasonable fee for the installation.
- 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.

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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 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.

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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.

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.*

EVICTIION

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.

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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.

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.

If a judge gives an order for your eviction from the mobile home park, you will have 90 days after the order to either sell the home or remove it from the park. However, there are two conditions: 1) you will need to continue to pay rent for the lot and maintain the lot until you sell it or move it, and 2) you must get current with any past due rent. If you don't meet those conditions, you can be ordered to move the home immediately.

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.*

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