

EVICITION DEFENSE CENTER

Statement of Tenant Rights and Responsibilities for Mobile Home Parks

When you signed or renewed your lease for a lot in a mobile home, your landlord was supposed to give you the Virginia Statement of Tenant Rights and Responsibilities. Unless they have given you that, it is illegal for them to file an eviction case against you in court.

If your landlord filed an eviction case against you but they never gave you the Statement, you can ask the judge to throw out the case at the first court date. You can use the attached script and form.

Virginia Statement of Tenant Rights and Responsibilities under the Virginia Manufactured Home Lot Rental Act as of July 1, 2021

This is a summary of tenants' rights and responsibilities under the Virginia Manufactured Home Lot Rental Act. This summary does not modify your lease or Virginia law. A lease cannot give up a tenant's rights under the law. The information below is not intended as legal advice. Tenants with questions are encouraged to contact their local legal aid program at (866) 534-5243 or valegalaid.org/find-legal-help.

Coverage:
The Virginia Manufactured Home Lot Rental Act (VMHLRA) applies to manufactured home parks upon which five or more manufactured homes are located on a continual, nonrecreational basis. (§55.1-1300)

Tenant Rights

Written lease:
Under the VMHLRA, a landlord is required to provide a tenant a written lease of not less than one year. The lease will automatically renew for one year unless the landlord gives written notice to the tenant of any change in the terms of the lease at least 60 days before the lease ends. (§55.1-1301, 1302)

Disclosure:
A landlord must reveal certain information to the tenant, including any visible evidence of mold (§55.1-1215), the name and address of the owner or property manager (§55.1-1216) and notice of sale or foreclosure of the property. (§55.1-1216, 1237).

Security Deposit:
A landlord may require a security deposit of up to two month's rent. (§55.1-1302, §55.1-1226)

Fees:
A landlord shall not demand or collect an entrance fee; a commission on the sale of a manufactured home in the park (unless the tenant employs the landlord to perform a service in connection with the sale); a fee for cable, internet, or satellite service unless the landlord is the service provider; or an exit fee. (§55.1-1306)

Access:
A landlord must allow a guest or invitee of the tenant free access to the tenant's manufactured home site without charge or registration. (§55.1-1306)

Sale or Rental of Manufactured Home in the Park:
A landlord shall not unreasonably reuse or restrict the sale or rental of a manufactured home in the park. (§55.1-1310)

Fit and Habitable Manufactured Home Park:
A tenant has the right to a fit and habitable manufactured home park in accordance with laws about health, safety, and zoning in manufactured home parks. The landlord must make all repairs needed to keep the manufactured home park fit and habitable. (§55.1-1303) To enforce the right to get repairs, a tenant must be current in rent, give the landlord written notice and wait a reasonable period. If repairs are not made, a tenant can file a Tenant's Assertion in General District Court. This must be filed no later than five days after rent is due. There is no rent withholding in Virginia, except under repair and deduct. (§55.1-1311, §55.1-1244)

Repair and Deduct:
If an issue on the property affects life, health, safety, or seriously affects habitability, and a landlord has not begun to address it within 14 days after written notice from the tenant, the tenant may contract to have the repair done by a licensed contractor at a cost of not more than \$1,500, or one month's rent, whichever is more. The tenant may deduct the actual cost of the repair from the rent. The tenant must send the

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This is general legal information, not legal advice.

For individual advice about your case, please contact Legal Aid (866-534-5243).

(4/30/2024)

Script: If you did not get the Statement of Tenant Rights and Responsibilities for Mobile Home Parks

Here is what you should say to the judge when they first give you a chance to speak, before you say anything else.



Your honor, before I say anything else, I want to bring something up first.

This case should not have been started in the first place.

My landlord didn't give me the Statement of Tenant Rights and Responsibilities for Mobile Home Parks before they filed the case in court.

I am not a lawyer, but I have here a written request to dismiss that explains it all.

May I please give this to you rather than reading my request out loud to you?

If the judge will not let you give them the written document, here is a simpler version you can read out loud to the judge.



Your honor, the Manufactured Home Lot Rental Act, section 55 point 1 dash 1303 paragraph 6 (55.1-1303(6)) says that a landlord "shall not file or maintain" an eviction case in court unless they have already given the tenant this Statement of Rights.

My landlord did not give me that Statement when I entered my newest lease or before filing this case in court.

Because of that, the law requires that this case be dismissed.

I hereby move that the Court dismiss this case.

Instructions: If your landlord didn't give you the Statement of Tenant Rights and Responsibilities before they started the court case, sign and give this form to the judge. Do it before you admit you owe rent, so the judge looks at this first.

**REQUEST TO DISMISS THE CASE FOR LANDLORD'S FAILURE
TO GIVE TENANT THE VIRGINIA STATEMENT OF TENANT
RIGHTS AND RESPONSIBILITIES UNDER THE M.H.L.R.A.**

I hereby request the Court dismiss the current unlawful detainer case for the Landlord's failure to provide me with the Virginia Statement of Tenant Rights and Responsibilities under the Manufactured Home Lot Rental Act ("Statement"). To the best of my knowledge, since entering into or renewing my lease, the Landlord has not provided me with the Statement as required by the Manufactured Home Lot Rental Act ("MHLRA").¹

The MHLRA is clear that "the landlord shall not file or maintain an action, including any summons for unlawful detainer, against the tenant in a court of law for any alleged lease violation until he has provided the tenant with the statement of tenant rights and responsibilities."² Thus, unless the Court finds that the Landlord provided me with the Statement before filing this case, the law requires that the case be dismissed.

Signature of Defendant/Tenant: _____

¹ Va. Code § 55.1-1303(6).

² *Id.*