Virginia Statement of Tenant Rights and Responsibilities under the Virginia Manufactured Home Lot Rental Act as of July 1, 2026

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 tenants' rights under the law. The information below is not intended as legal advice. All parties to a lot rental agreement are encouraged to consult the Department of Housing and Community Development's website for more information related to manufactured home park resources. 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. It governs the relationship between Manufactured Home Park Operators and Manufactured Homeowners who rent land in a park. If you rent your manufactured home, please refer to the Virginia Statement of Tenant Rights and Responsibilities under the Virginia Residential Landlord Tenant Act. (**§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 within 10 business days of the effective date of the lease agreement. A lease of one year or longer will automatically renew for the same term 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. If the tenant notifies the landlord in writing within 30 days of receiving notice of the change in terms that the tenant does not agree to such change in terms, the tenant may choose to not renew the rental agreement unless the landlord agrees to maintain the same terms as those in the current agreement. (**§§55.1-1301**, **1302**, **1303**)

Disclosure:
A landlord must reveal certain information to the tenant, including the name and address of the owner or property manager (**§§55.1-1311**, **1216**), notice of sale or foreclosure of the property (**§§55.1-1311**, **1308.3**, **1216**, **1237**), and on the first page of the lease, a list of all charges including the security deposit, rent, and any additional charges. (**§55.1-1302**)

Security Deposit:
A landlord may require a security deposit of up to two month's rent. (**§§55.1-1302**, **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 refuse 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 request repairs, the tenant must give the landlord written notice of the need for repairs, and give the landlord a reasonable amount of time to make the repairs. If repairs are not made, a tenant can file a Tenant's Assertion in General District Court. The tenant must be current on rent in order to file a Tenant's Assertion (after Jan 1, 2027, the tenant does not have to be current on rent to file a Tenant's Assertion). Tenants must pay into court escrow rent that becomes due. There is no rent withholding in Virginia, except under repair and deduct (below). (§§55.1-1311, 1244)

A locality (county, city or town) may act on behalf of a tenant to enforce any provision of the Virginia Manufactured Home Lot Rental Act including to address conditions that are a fire hazard or serious threat to life, health, or safety. (§§55.1-1311, 1259, 1319)

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 landlord an itemized invoice and a receipt for payment to the contractor for the work, along with any payment of remaining rent owed. If a local government or nonprofit does repairs on behalf of the tenant, the tenant is still entitled to reimbursement by the landlord or to make a deduction from the rent. A tenant may not repair at the landlord's expense if the problem was caused by the tenant or their guest, OR if the tenant denied the landlord access to the unit, OR if the landlord already fixed the problem before the tenant hired a contractor. (§§55.1-1311, 1244.1)

Eviction:
A landlord may not evict a tenant without following the court eviction process. If the tenant does not pay lot rent by the due date, the landlord first sends a written notice informing the tenant of the amount of rent and fees owed and that the landlord will file an unlawful detainer (eviction) lawsuit if the tenant does not pay OR leave the lot. If the tenant does not pay the amount owed within 14 days, the landlord can file an unlawful detainer (eviction) lawsuit. If a tenant leaves and does not pay, the landlord may file a warrant in debt to collect lot rent owed. To evict the tenant, the landlord must get a court order of possession, followed by a Writ of Eviction that is served by the Sheriff. (**§§55.1-1311**, **1245**, **1252**) A tenant not getting paid due to a federal shutdown of 14 or more days can get an eviction lawsuit for nonpayment of rent postponed for 60 days. (**§44-209**)

Reasons for Eviction:
A landlord may evict a tenant for nonpayment of rent; violation of a building or housing code; violation of the lease; or if the tenant commits a remediable breach and, after remedying such breach, intentionally commits a subsequent breach of a like nature, during the same lease term. (**§§55.1-1311**, **1245**, **1315**)

Renewal:
A lot lease shall renew unless the landlord provides reasons for eviction under §55.1-1311 or §55.1-1315 at least 90 days before the renewal date. (**§55.1-1302**)

Unlawful Exclusion, Interruption of Essential Services, and Unlivable Premises:
A Landlord may not unlawfully exclude a tenant from the premises, interrupt an essential service, or make the unit unlivable. If this happens, the tenant may sue the landlord in General District Court and get an initial court hearing within five calendar days. At this hearing, a court may order the landlord to give the property back to the tenant, resume the essential service, or fix the conditions that make the unit unlivable. The court may also hold a second hearing within 10 days of the first hearing and may find that the tenant is entitled to actual damages, statutory damages, and reasonable attorney's fees. (**§§55.1-1311**, **1243.1**)

Redemption (Pay & Stay):
After an unlawful detainer lawsuit for nonpayment of rent is filed, a tenant has the right to pay to a zero balance on or before the court date and have the lawsuit dismissed. After a court issues a judgment of possession, a tenant has the right to pay to a zero balance up to 48 hours before the Sheriff's eviction and have the eviction cancelled. (**§§55.1-1311**, **§55.1-1250**)

Notice of Sale—Right of First Refusal:
A landlord who wants to sell the park must give notice to each tenant, the locality, and the

Department of Housing and Community Development (DHCD) within five business days of entering into a sales contract. A resident entity of more than 50% of park households with a valid lot lease OR the locality has the right to purchase the park at the same price and substantially equivalent terms and conditions stated in the Notice of Sale (Right of First Refusal).

The resident entity has 15 days after receiving the Notice of Sale to deliver to the landlord written notice of intent to exercise the Right of First Refusal. If the resident entity does not deliver a notice of intent, the locality has another 15 days to deliver to the landlord written notice of intent to exercise the Right of First Refusal. The resident entity or the locality has 60 days after delivering the written notice of intent to exercise the Right of First Refusal to deliver to the landlord an offer to purchase the park. The resident entity or the locality has another 60 after the date of the purchase agreement to obtain financing and close on the sale. The resident entity has first priority to exercise the Right of First Refusal and may assign these rights to the locality or a tax-exempt nonprofit that provides housing or related services to low-income residents of Virginia. (**§55.1-1308.3**)

If the resident entity makes an offer to purchase the park and the landlord asserts the terms are not the same as the terms of the notice of sale, the landlord must consider this offer and negotiate with the resident entity in good faith. If the landlord declines to accept this offer, the landlord must do so in writing and state the good faith reason for the rejection. (**§§55.1-1308.3**, **1308.4**)

Opportunity to Purchase:
At any time, a resident entity of more than 50% of park households may make an offer to purchase the park. The landlord must consider this offer and negotiate with the resident entity in good faith. If the landlord declines to accept this offer, the landlord must do so in writing and state the good faith reason for the rejection. (**§55.1-1308.4**)

Notice of Sale to Buyer who will Change its Use:
A landlord who wants to sell the park to a buyer who will change its use must give 180 days' advance notice to each tenant. Within the 180-day period, the landlord must give each resident $5,000 in relocation expenses. (**§55.1-1308.1**)

Domestic Violence—Right to Terminate the Lease:
A tenant who is a victim of family abuse as defined by §16.1-228, sexual abuse as defined by §18.2-67.10, other criminal sexual assault, stalking in violation of §18.2-60.3, or trafficking in violation of Article 3 of Chapter 8 of Title 18.2 may terminate their lease if:

1. The tenant has obtained a preliminary protective order under §16.1-253.1 (for family abuse), OR an order of protection under §16.1-279.1 (for family abuse), OR a permanent protective order under §19.2-152.10 (general protective order)

against the perpetrator, OR the perpetrator has been convicted of any of the above crimes against the tenant, AND
2. The tenant provides the landlord with a written notice of termination that includes copy of the order of protection OR the conviction order, warrant, summons, information, or indictment.

The lease shall be terminated 28 days after the tenant provides the landlord with the written notice. The rent must be paid at the normal time through the effective date of the termination. (**§§55.1-1311**, **1236**)

Domestic Violence—Right to Stay:
A landlord cannot terminate the lease of a victim solely due to family abuse against the tenant as defined by §16.1-228 when the perpetrator is barred from the premises by the landlord under §55.1-1246, OR when the tenant provides the landlord a copy of:

1. A preliminary protective order under §16.1-253.1 (for family abuse), OR
2. An order of protection under §16.1-279.1 (for family abuse), OR
3. An order of exclusive use of the marital residence under §20-103(B) (for family abuse pending divorce), OR
4. An order of protection as part of a criminal action. (**§§55.1-1311**, **1245**)

Fair Housing:
The tenant may have a right to file a fair housing complaint if the landlord or property manager violates the Virginia Fair Housing Law. (**§36-96.1 et seq**, **HUD FHEO-2020-1**)

Tenant Responsibilities

Charges:
Under the written lease, the charges the tenant must pay are limited to fixed rent, utilities supplied by the landlord, and other reasonable services and facilities supplied by the landlord. (**§55.1-1301**)

Late Fees:
If rent is not paid by the due date, the tenant must pay a late fee only if the lease requires one. A late fee can be no more than 10% of the monthly rent or 10% of the unpaid balance owed by the tenant, whichever is less. (**§ 55.1-1302(D)**)

Maintain Fit and Habitable Exterior and Home Lot:
The tenant must keep the exterior of the manufactured home and the manufactured home lot as clean and safe as conditions allow and in accordance with laws affecting manufactured home owners and tenants. (**§55.1-1304**)

Acknowledgement of Receipt of Statement of Tenant Rights and Responsibilities

In accordance with §55.1-1303 of the Code of Virginia, the Landlord has provided to the Tenant and the Tenant has received the Statement of Tenant Rights and Responsibilities developed by the Virginia Department of Housing and Community Development and posted on its website (www.dhcd.virginia.gov/landlord-tenant-resources) pursuant to §36-139 Code of Virginia.
The Statement of Tenant Rights & Responsibilities is current as of the date below.

The statement of the tenants' rights and responsibilities was provided to the tenant on:

For property address:

The tenant:

- ◯ Signed this acknowledgment of receipt of the statement of tenants' rights and responsibilities
- ◯ Did not sign this acknowledgement of receipt of the statement of tenants' rights and responsibilities

Landlord Signature	Printed Name	Date
Landlord Agent (if applicable)	Printed Name	Date
Tenant Signature	Printed Name	Date
Tenant Signature	Printed Name	Date
Tenant Signature	Printed Name	Date
Tenant Signature	Printed Name	Date