

Pursuant to HB 1065 (2022) and Section 114 L of HB 30 (2022), the Department of Housing and Community Development (DHCD) has developed this model lot lease for use in manufactured home parks by residents renting lots from the park owner on which to place their homes. This model lot lease is a sample lease that contains the basic requirements of the Virginia Manufactured Home Lot Rental Act, Va. Code Section 55.1-1300 et. seq. While it was created with the help of a work group of stakeholders and subject matter experts, **this document has been developed by DHCD for the sole purpose of providing information to parties who may wish to enter into a lot lease for use in manufactured home parks within the Commonwealth of Virginia.** It should not be attributed to any individual member of the work group.

This document is not intended to be legally binding or enforceable, nor is it intended to be adopted by any party without modification.

The information provided in this document:

- should not be construed as legal advice
- is specifically tailored to Virginia law
- does not pertain to the rental of a manufactured home

DHCD recommends that all parties read the Virginia Manufactured Home Lot Rental Act and each code section referenced in this document before signing any lot lease, and that you consult an attorney before using this document.

This Manufactured Home Lot Lease Agreement is entered by and between _____ (“Landlord”) and _____ (“Resident”) on _____, 20_____, for the following address (“Lot”): Street Number: _____ City, State, Zip: _____ Lot #: _____ If not platted, the area of use is: _____

Resident: _____ Phone: _____ Email: _____ Other Occupants: _____

Park Owner: _____ Street Number: _____ City, State, Zip: _____ Mailing Address: _____ Phone: _____ Email: _____

Agent/Manager (if different than Park Owner): _____ Street Number: _____ City, State, Zip: _____ Mailing Address: _____ Phone: _____ Email: _____

Governing Law – This lease agreement is governed by the Manufactured Home Lot Rental Act (Code of Virginia § 55.1-1300 et. Seq.) and, where applicable, the Virginia Residential Landlord and Tenant Act (Code of Virginia § 55.1-1200 et. Seq.).

- 1. TERM: This Lease Agreement shall begin on _____, 20_____, and end on _____, 20_____, Term of rental agreement and renewal are in accordance with Code of Virginia § 55.1-1302.
2. RENT: The Resident shall pay \$ _____ per month as rent for the Lot. Rent and other fees shall be due on the _____ day of each month and paid to the [] Landlord [] Agent [] Manager [check one]

Other Fees as applicable (in accordance with Code of Virginia § 55.1-1306). \$ _____ for: _____ \$ _____ for: _____ \$ _____ for: _____

TOTAL RENT \$ _____

A Late Fee in the amount of \$ _____ shall be due if total rent is not received by the _____ day of each month.

NSF Charges: A fee of \$ _____ will apply for checks returned to the landlord by the bank due to non-sufficient funds or stopped payment.

Items Covered in Rent [check boxes with assigned responsibility]

	Included in Rent	Charged by Landlord Separate from Rent	Resident Pays Outside Vendor	Method of Payment if Charged by Landlord
Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Natural Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
LP Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Fuel Oil	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Television	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lawn Care	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

3. **UTILITY SUBMETERING AND BILLING:** Landlord does does not determine utility charges using submetering equipment or a ratio utility billing system.

(if applicable)

The following submetering equipment is used by the landlord:

Landlord does does not use a mathematical formula for determining the actual or anticipated utility charges

(if applicable)

The following mathematical formula is used by the landlord:

4. **SECURITY DEPOSIT:** The Resident shall deposit with the Landlord \$ _____ as a security deposit. The security deposit shall be held and returned subject to the following terms:

Terms of security deposit are in accordance with Code of Virginia §§ 55.1-1302, 55.1-1226, and 55.1-1317.

5. **HOME INFORMATION:**

Make of Home: _____ Size: _____

Year: _____ Serial Number: _____

Home Financed By: _____

Lien Holder Name: _____

Lien Holder Address: _____ City, State, Zip: _____

Account Number: _____ Lien Holder Phone: _____

Name of Dealer or Secured Party (if required): _____

Address: _____ City, State, Zip: _____

Home information provided is in accordance with Code of Virginia § 55.1-1301(B).

6. **CONDITION:**

The Resident and Landlord shall abide by all legal requirements pertaining to the condition of the home and surrounding area. Violations shall be remedied and notices shall be sent within a reasonable time and in accordance with relevant law.

Notice of uncorrected violations shall be in accordance with Code of Virginia § 55.1-1313

Installation and Maintenance: The Resident is responsible for maintaining the exterior of their home in accordance with the requirements of this Lease. The Resident is responsible for ensuring that the manufactured home is properly connected to utilities. The Resident shall be responsible for the maintenance of the plumbing, electrical, and other utility service within the home, and up to and including the utility connection point.

7. **COMMON AREAS:** The Landlord shall make necessary repairs to keep the Park in a fit and habitable condition, including maintaining in a clean and safe condition all facilities and common areas. The Resident and authorized guests shall use common areas in accordance with

the rules and regulations, if applicable, of the Park and cooperate in keeping common areas clean.

8. **RULES AND REGULATIONS:** [check one]

- Park Rules and Regulations are included with this Agreement and are incorporated into this agreement by reference.
- There are no additional rules and regulations.

9. **TRANSFER, REMOVAL, AND SALE:**

To terminate the Lease, either the Landlord or Resident must provide written notice to the other party at least 60 days prior to the termination date. *Termination of tenancy shall be in accordance with Code of Virginia § 55.1-1308. Sale or lease of manufactured home by manufactured homeowner shall be in accordance with Code of Virginia § 55.1-1310.*

Sale of Park by Owner: The Landlord shall provide written notice to the Resident if the Owner offers to sell the Park or list the Park for sale (“Notice of Offer to Sell or List”) in accordance with *Code of Virginia § 55.1-1308.2*. The Landlord shall provide written notice to the Resident if the Owner is in receipt of an offer from a third party to purchase the Park (“Notice of Receipt of Offer to Purchase”) in accordance with *Code of Virginia § 55.1-1308.2*.

Notification of change of use and payment of relocation expenses shall be in accordance with Code of Virginia §§ 55.1-1308 and 55.1-1308.1.

10. **ADDITIONAL ITEMS INCLUDED:** [checklist]

- Manufactured Home Lot Rental Act or description of the obligations of Landlord and Residents under this chapter. *Included pursuant to Code of Virginia § 55.1-1301.*
- Statement of Tenant’s Rights and Responsibilities. *Included pursuant to Code of Virginia § 55.1-1303.*
- Park Rules and Regulations (if applicable)
- Other: _____

11. **RESIDENT RESPONSIBILITIES:**

The Resident shall abide by all obligations listed in *Code of Virginia § 55.1-1304* along with any additional rules and regulations if applicable.

Per *Code of Virginia § 55.1-1304*, the Resident shall:

1. Comply with applicable laws affecting manufactured home owners and tenants;
2. Keep and maintain the exterior of the tenant's manufactured home and manufactured home lot as clean and safe as conditions permit;

3. Place all garbage and other waste in the appropriate receptacles, which shall be provided by the tenant when door-to-door garbage and waste pickup is provided;
4. Use in a reasonable and orderly manner all facilities and appliances in the manufactured home park and require any guest or invitee to do so;
5. Conduct himself and require any guest or invitee to conduct himself in a manner that will not disturb the tenant's neighbors' peaceful enjoyment of the premises;
6. Abide by all reasonable rules and regulations imposed by the landlord; and
7. In the absence of express written agreement to the contrary, occupy the tenant's manufactured home only as a dwelling unit.

12. LANDLORD RESPONSIBILITIES:

The Landlord shall abide by all obligations listed in *Code of Virginia § 55.1-1303*. Maintenance and Repairs by the Landlord shall be in accordance with *Code of Virginia § 55.1-1303(1, 3, 4, & 5)*.

Per *Code of Virginia § 55.1-1303*, the Landlord shall:

1. Comply with applicable laws governing health, zoning, safety, and other matters pertaining to manufactured home parks;
2. Make all repairs and do whatever is necessary to put and keep the manufactured home park in a fit and habitable condition, including maintaining in a clean and safe condition all facilities and common areas provided by the landlord for use by the tenants of two or more manufactured home lots;
3. Maintain in good and working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances supplied or required to be supplied by the landlord;
4. Provide and maintain appropriate receptacles as a manufactured home park facility, except when door-to-door garbage and waste pickup is available within the manufactured home park for the collection and storage of garbage and other waste incidental to the occupancy of the manufactured home park, and arrange for the removal of the garbage and other waste;
5. Provide reasonable access to electric, water, and sewage disposal connections for each manufactured home lot. In the event of a planned disruption by the landlord in electric, water, or sewage disposal services, the landlord shall give written notice to tenants no less than 48 hours prior to the planned disruption in service; and
6. Provide a copy of any written rental agreement and the statement of tenant rights and responsibilities to the tenant within one month of the effective date of the written rental agreement. The failure of the landlord to deliver such a rental agreement and statement shall not affect the validity of the agreement. However, the landlord shall not file or maintain an action 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.

13. SEVERABILITY AND COMPLETENESS:

If any provision of this agreement is found to be unlawful, it shall be severable from the rest of this agreement and shall not affect the validity or enforceability of the remainder of the agreement.

This agreement and any attachments incorporated by reference represent the entire agreement between the parties. No other agreements or attachments not incorporated by reference, whether written or oral, shall be considered when enforcing this agreement without first amending this agreement.

14. SIGNATURES:

LANDLORD:

_____ Date

RESIDENT(S):

_____ Date

_____ Date

_____ Date

_____ Date

SAMPLE — NOT LEGALLY BINDING